



SOUTH JORDAN
U T A H
CITY COUNCIL AGENDA
JUNE 19, 2018
6:30 PM

Notice is hereby given that the South Jordan City Council will hold its regular meeting **Tuesday, June 19, 2018**, in the City Council Chambers at 1600 W. Towne Center Drive, South Jordan, Utah. In compliance with the American Disabilities Act, any individual who may need special accommodations including auxiliary communicative aides and services during this meeting shall notify the City Manager at 801-254-3742 at least 24 hours prior to the meeting. The order of Agenda Items may be changed if deemed appropriate by the Mayor or City Council. Timings listed are approximate and may be accelerated or delayed.

REGULAR MEETING

6:30 p.m. **A. Welcome and Roll Call** – *Mayor Dawn Ramsey*

6:35 p.m. **B. Invocation** – *By Mayor Dawn Ramsey*

6:40 p.m. **C. Pledge of Allegiance**

6:45 p.m. **D. Minute Approval**

D.1. June 5, 2018 Council Study Meeting

D.2. June 5, 2018 City Council Meeting

6:50 p.m. **E. Public Comment:** This is the time and place for any person who wishes to comment on items not scheduled on the Agenda for Public Hearing. Any person or group wishing to comment on any item not otherwise scheduled for Public Hearing on the Agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Governing Body. Groups wishing to comment will be asked to appoint a spokesperson. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting. Time taken on non-agenda items, interrupts the process of the noticed Agenda. In rare cases where it is determined appropriate to address items raised from Public Comments, these items will be noted and may be brought back at the conclusion of the printed agenda.

7:00 p.m. **F. Presentations:**

F.1. UDOT Update on 10600 South Construction Project (*By Bryan Chamberlain*)

F.2. UDOT Update on 10400 South Bangerter Interchange (*UDOT Representative*)

7:20 p.m. **G. Discussion Item:** Certified Tax Rate (*By CFO, Sunil Naidu*)

7:40 p.m. **H. Summary Action Items:**

H.1. Proclamation – Independents Week 2018 (*By Mayor Ramsey*)

H.2. Resolution R2018-30, authorizing users of the Public Treasurers Investment Fund (PTIF). (*By CFO, Sunil Naidu*)

- H.3. Resolution R2018-32, authorizing the execution of an Interlocal Cooperation Agreement between Salt Lake County and The City of South Jordan for creation of an inclusive Playground located at 10900 South Riverfront Parkway. (By Associate Director - Parks & Recreation, Colby Hill)
- H.4. Resolution R2018-33, authorizing the Mayor to sign an Interlocal Participation Agreement to participate in the Salt Lake Area Gang Project. (By Chief Carr)
- H.5. Resolution R2018-34, approving an Interlocal Cooperation Agreement between the City of South Jordan and Herriman City for the 11800 South Street Asphalt Overlay Construction from 5600 West and 6000 West, and authorize the Mayor to sign said agreement. (By Development Services Director, Brad Klavano)
- H.6. Resolution R2018-35, prohibiting the use of an ignition source including fireworks, lighters and matches in certain areas. (By Fire Chief Andy Butler)

7:55 p.m. **I. Public Hearing:** Resolution R2018-21, amending the FY 2017-18 Budget for South Jordan City. The appropriation authority shall apply to the fiscal year ending June 30, 2018. (By CFO, Sunil Naidu) (RCV)

8:10 p.m. **J. Public Hearing:** Ordinance 2018-11, enacting Chapter 5.38, and amending Sections 5.04, 17.18, and 17.54, and deleting Chapter 17.98 of the South Jordan City Municipal Code regarding Home Occupations; further, amending Chapter 5.12 regarding Alcoholic Beverage Licenses. (By City Commerce Director, Brian Preece) (RCV)


8:30 p.m. **K. Public Hearing:** Merit Medical South Campus Development Agreement and Rezone; 10052 South Redwood Road; Resolution R2018-25, Development Agreement (RCV); and Rezone Ordinance 2018-03-Z, rezoning the property from Village Mixed Use (MU-V) to Redwood Road Mixed Use Research and Development (MU-R&D). (RCV) (By Planning Director Steven Schaefermeyer)

8:50 p.m. **L. Discussion Item:** Discussion of SoJo Station Project, Building #2 (By Brian Preece/Laura Lewis)

9:30 p.m. **M. Reports and Comments:** (Mayor, City Council, City Manager, and City Attorney)

ADJOURNMENT

I, Anna M. West, the duly appointed and qualified City Recorder of South Jordan City, Utah, certify that the foregoing City Council Agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body and also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on South Jordan City's website at www.sjc.utah.gov .
Published and posted June 15, 2018.


Anna M. West, CMC
City Recorder

MINUTE APPROVAL - D.1. JUNE 5, 2018 STUDY MEETING

SOUTH JORDAN CITY
CITY COUNCIL ELECTRONIC STUDY MEEETING

June 5, 2018

Present: Mayor Dawn Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Jason McGuire, Council Member Don Shelton (electronically), Council Member Tamara Zander, CM Gary Whatcott, ACM Dustin Lewis, Strategic Services Director Don Tingey, City Attorney Ryan Loose, Attorney Todd Sheeran, Finance Director Sunil Naidu, Administrative Services Director Spencer Kyle, Community Development Director Steven Schaefermeyer

SPECIAL STUDY MEETING

A. Invocation: *Council Member Patrick Harris*

Mayor Ramsey welcomed everyone present. Council Member Harris was not present at this time. She noted that Council Member Shelton will be joining electronically due to illness.

Council Member Zander offered the invocation.

Council Member McGuire made a motion to amend the agenda to make this an electronic meeting. Council Member Marlor seconded the motion. The vote was 4-0 in favor, with Council Member Harris absent.

Council Member Zander made a motion to go into a closed meeting to discuss the purchase, exchange, or lease of real property. Council Member McGuire seconded the motion. The vote was 4-0 in favor, with Council Member Harris absent.

The City Council took a brief dinner break. Council Member Harris arrived at this time.

B. Executive Closed Session: Discuss the purchase, exchange, or lease of real property

Council Member Zander made a motion to come out of closed session. Council Member McGuire seconded the motion. The vote was unanimous in favor.

ADJOURNMENT

Council Member Marlor made a motion to adjourn. Council Member McGuire seconded the motion. The vote was unanimous in favor.

The June 5, 2018 City Council electronic study meeting adjourned at 5:56 p.m.

MINUTE APPROVAL - D.2. JUNE 5, 2018 CC MEETING

SOUTH JORDAN CITY
CITY COUNCIL “ELECTRONIC” MEETING

June 5, 2018

Present: Mayor Dawn Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Jason McGuire, Council Member Don Shelton (electronically), Council Member Tamara Zander, CM Gary Whatcott, Fire Chief Andrew Butler, Administrative Services Director Spencer Kyle, Public Works Director Jason Rasmussen, Strategic Services Director Don Tingey, Development Services Director Brad Klavano, City Attorney Ryan Loose, ACM Dustin Lewis, City Commerce Director Brian Preece, Finance Director Sunil Naidu, IT Director Jon Day, Police Chief Jeff Carr, City Council Secretary MaryAnn Dean

Others: Attachment A

REGULAR MEETING

A. Welcome and Roll Call – *Mayor Dawn Ramsey*

Mayor Ramsey welcomed everyone present. She noted that Council Member Shelton is ill and will be joining the meeting electronically. All other members of the City Council are present.

Council Member Marlor made a motion to amend the agenda to make this an electronic meeting. Council Member Zander seconded the motion. The vote was unanimous in favor.

B. Invocation - *By Council Member Tamara Zander*

Council Member Zander offered the invocation.

C. Pledge of Allegiance

Daniel Ferguson, Troop 1975, led the audience in the Pledge of Allegiance.

Mayor Ramsey recognized the scouts that were present.

D. Minute Approval

- D.1. May 15, 2018 Council Study Meeting
- D.2. May 15, 2018 City Council Meeting

Council Member Harris made a motion to approve the May 15, 2018 Council study meeting minutes and the May 15, 2018 City Council meeting minutes, as printed. Council Member McGuire seconded the motion. The vote was unanimous in favor.

E. Public Comment:

Reed Searle, moved to the Country Park subdivision in 1991. He said the streets in his neighborhood do not have pot holes, but the 6 courts in the area have never been resurfaced. They have weeds on both sides and in the cracks of the street. He said 9435 S. might have been resurfaced as part of another construction project. There are numerous younger subdivisions that have had their roads resurfaced. It is time to ask the city to put their subdivision on the list. They are tired of putting weed killer on their road.

Mr. Searle was instructed to give his contact information to Public Works Director Rasmussen so he can inform Mr. Searle when their street is on the resurface schedule.

Chuck Newton, 3236 Cameron Park Ct., complimented the city on the Summerfest festivities. He also complimented the sidewalk project on 9800 South and 3265 W. He said regarding the Resolution for item G., there is a need for the city to capture the funds from the ¼ percent sales tax. He said there has been unjust negative hype about this issue. The legislature needed a funding option for UTA. Giving the city another bite of the apple is a great thing. The property taxes in the city have stayed static while capital costs have increased. They have been spending the money on maintenance in the city when it needs to be spent on more capital improvements. This money will allow them to spend more money on trails. He would like the City Council to support the ¼ percent increase.

F. Summary Action Items:

- F.1. Resolution R2018-28, creating as an Ad Hoc Committee the General Plan Steering Committee and appointing citizen members to the Committee. *(By Planning Director, Steven Schaefermeyer)*
- F.2. Resolution R2018-29, designating the Interim Emergency Successors for 2018-19 *(By ACM Dustin Lewis)*
- F.3. Resolution R2018-31, providing notice of Pending Ordinance regarding regulation of underground utilities for Small Cell Tower Technologies. *(By City Attorney, Ryan Loose)*

Council Member Marlor made a motion to approve Summary Action Calendar items F.1., F.2., and F.3. Council Member Zander seconded the motion. The vote was unanimous in favor.

Mayor Ramsey recognized those present that will be serving on the General Plan Steering Committee.

- G. Action Item:** Resolution R2018-19, requesting Salt Lake County to impose the SB 136 (59-12-2219), authorized 0.25% Local Option General Sales Tax dedicated to transportation. *(By City Attorney, Ryan Loose)*

City Attorney Loose reviewed the background information on this item. It was noted that people that wanted to comment on this issue had the opportunity during public comment. There will be a couple of speakers invited to present additional facts.

Rachel Otto, ULCT, said .1 percent of the tax will go to the cities, .1 percent will go to UTA, and .05 will go to the County to assign to regionally significant projects and local needs. This is more flexible than the gas tax. If the County imposes this tax, they are committed to a fair and open process for the city to apply for funding. It is estimated \$1.3 million will go to South Jordan to be used for new roads, existing roads, and active transportation (transit, bike paths, and walking paths).

City Attorney Loose noted that these funds can be used for many things that they can't do with B and C road funds. The .1 percent can be used at the City's discretion. The .05 percent is given out by the County and they have to work with them to receive those funds.

They discussed the window of time that the city would have to impose the tax themselves, if it is not passed at the County level. City Attorney Loose said one theme with the state legislature is that if the legislature feels that the cities are not using the funds in a way that takes growth and impacts into account, they will take some of the city's authority away.

They discussed transportation needs in the city including Old Bingham Highway, U-111, participating with the 10400 South Bangerter intersection, ongoing pavement preservation, and curb, gutter, and sidewalks. Development Services Director Klavano said he feels they have significant needs for the funds. CM Whatcott added that connecting Grandville Avenue to West Jordan is a regionally significant roadway. All of the projects are multimillion dollar projects. In addition, they add more lane miles every year that needs to be maintained.

Council Member Marlor asked if they do not get funding sources like this, where do the funds come from? CM Whatcott said the General Fund through property taxes.

Senator Harper indicated that there are unmet needs. It is estimated that the state's population will double in the next 40 years. That growth will occur in Utah County and the west side of Salt Lake County. They can't build enough roads. They need to consider active transportation modes and transit. He noted that both UTA and UDOT have been reorganized. They were asked to give local governments greater tools. Originally, Utah County was given the option to impose the tax. Now they are offering that option to every County. He said his bill also addresses how to fund transit in the future. They created the transportation reinvestment zone that operates like an RDA. There is some benefit given to hybrid vehicles. He said they also created a transportation advisory committee so the .05 percent and the quarter of a quarter funding has to go through a specific process to review all projects and have a public open process to allocate those funds. One County (Cache County) has already imposed this tax. Several others are in the process.

Council Member Zander asked who sits on the transportation advisory committee? Senator Harper said the County would have the final say, but 6 members have to be elected mayors or City Council members.

Senator Harper discussed some improvements as part of UTA's and UDOT's reorganization. UDOT has created a new division. UTA has a 3 member full time board that is nominated by the County. They are yearly appointments, and are at will employees. They also have a 9 member advisory board for UTA that acts like a Planning Commission.

It was noted that Davis County, Utah County, and Weber County are looking at doing the same process as Salt Lake County for this approval, asking for the cities approval. Box Elder County and Tooele are looking at it being approved by just the County.

Council Member Harris asked why was this issue originally on the ballot (in the 1990's) versus the current process? Senator Harper said that was a decision to give additional tools and options to the cities.

Council Member Harris said the issue did not pass on the ballot 2 years ago. Has anything changed to make it more palatable? Senator Harper said most of his constituents said they loved the piece regarding cities and counties but there was not trust for UTA. This is being done along with the reformation of UTA. City Attorney Loose said the 1st and 2nd quarter was for UTA only. When they went to a broader range of transportation, the legislature felt that the County Council should have more say because they were addressing roads, not just transit. The polls after the vote 2 years ago indicated that UTA was the major reason that people voted against it.

Council Member Harris said if there is more trust in UTA now, why not take it back to a vote? Senator Harper said that choice was there. The County Council chose this process. If they get approval from 2/3rds of the population, it automatically kicks in. He has not heard of any of the counties putting the issue on the ballot.

Council Member Marlor said he wishes they had more funding available for projects they feel are appropriate, and less money that is political. He recognized that Senator Harper tried to respond to South Jordan's request for a different mechanism that leveled the playing field for funding requests for cities.

Council Member Marlor made a motion to approve Resolution R2018-19. Council Member McGuire seconded the motion. Roll call vote. The vote was 4-0 in favor, with Council Member Harris abstaining.

Mr. Harris said he would like the vote of the people to stand.

Mayor Ramsey said there is a lot of misunderstanding about this issue. It is a complex issue. This is the only way for South Jordan to benefit from a tax that they will be paying. Council Member Marlor said he does not want to put the residents in a position where they are being taxed and then not fully receiving the benefit from that tax. Mayor Ramsey said this is the mechanism that the legislature has designed for the cities for road projects. It would be a disservice to pay a tax that they don't get a portion back.

H. Public Hearing: Resolution R2018-18, approving the 2018-19 Annual Action Plan for the use of Community Development Block Grant (CDBG) Funds and authorizing the

City to enter into associated grant agreements. **(RVC)** *(By Planning Director, Steven Schaefermeyer)*

Planner David Mann reviewed a prepared presentation on CDBG funding (Attachment B). It was noted that United Way of Salt Lake did not receive funding for a community services hotline. They felt it would be difficult to do the necessary tracking to make sure South Jordan residents were being served.

Council Member Marlor said he feels Roseman University should be given more deference in future years as it is located in South Jordan City. Council Member Harris concurred.

Mayor Ramsey opened the public hearing.

Kim Correa, The Inn Between, provides hospice care for the homeless. They currently have a 25 bed facility with 18 existing residents. They will eventually have a 75 bed facility. They helped 2 individuals from South Jordan. The current costs for those two individuals are approaching \$15,000. Next year, they anticipate serving 3-6 South Jordan residents.

Peggy Daniel, South Valley Services, said they are a domestic violence crisis shelter. They are also a community resource center and provide prevention and education. They anticipate serving 40 South Jordan residents in the next year. Almost half of the residents are children. There are 2 domestic violence shelters in Salt Lake County – theirs and the YMCA. Domestic Violence victims are the highest sub population of homeless in Utah. They help get them in affordable and stable housing. They would love to partner with the city and put a community resource center in city hall.

It was noted that South Valley Services is a resource for the Police Department. The amount of domestic violence in South Jordan is a drain on their resources.

Ms. Daniel said their shelter is at capacity every night. They had to turn away 150 victims this year.

The request from South Valley Services was for \$5,500. The proposed allocation is \$4,500. The cost to service 40 South Jordan victims is \$60,000.

Kenneth King, Roseman University, said much of what they do is at no cost. The CDBG funds helps with lab fees.

Carl Malaret, Legal Aide Society, said a lot of domestic violence victims come to them to get a protective order. Last year, they served 72 South Jordan residents.

Mayor Ramsey closed the public hearing.

Council Member McGuire made a motion to approve Resolution R2018-18. Council Member Harris seconded the motion. Roll call vote. The vote was unanimous in favor.

- I. Public Hearing: Ordinance 2018-10**, vacation of a 30-Foot-Wide snow removal easement, concerning Lots 105 & 106 within the Village at Highridge Subdivision. (RVC) (By Planning Director, Steven Schaefermeyer)

Planning Director Schaefermeyer reviewed a prepared presentation (Attachment C)

Mayor Ramsey opened the public hearing.

Michael Bobo, resident of South Jordan City for 7 years. He said he will be moving to lot 106 in the proposed development. He expressed appreciation to the City Council for their consideration for this item.

Cameron Spencer, Century Communities (developer), said they made these changes so the customer can build the house that they wanted. Staff was thorough and accommodating. He said they hope this item passes.

Mayor Ramsey closed the public hearing.

Council Member Zander made a motion to approve Ordinance 2018-10. Council Member Harris seconded the motion. Roll call vote. The vote was unanimous in favor.

- J. Reports and Comments:** (Mayor, City Council, City Manager, and City Attorney)

Council Member Harris reported on the Memorial Day presentation as well as Summerfest.

Council Member Marlor also noted the Memorial Day presentation. He reported on an Envision Utah presentation. It was informative regarding Utah's inland port. He also reported on a meeting regarding a potential development in the city that will be on the agenda in 2 weeks. He was unable to attend most of Summerfest due to a family conflict.

Council Member Zander also reported on the Envision Utah presentation and Summerfest. She feels getting rid of the expensive concert and doing the battle of the bands and fireworks was the right move. She was unable to attend the Memorial Day presentation due to a family conflict. She reported on a recent trip to Washington DC, lobbying for mosquito abatement funds. She reported on a presentation and lunch honoring Erin Grimshaw who was key in saving a child's life at the city pool.

Council Member McGuire reported on the Memorial Day program. He enjoyed the Summerfest parade. The chalk art contest was amazing. He also attended the Envision Utah presentation. He noted that they will be getting an update on domestic violence from the police department in an upcoming meeting. He asked them to report how they use the domestic violence resource center.

Council Member Shelton indicated that he would email his reports and comments to the City Council.

Mayor Ramsey gave a report from the last three weeks including a meeting with the Wasatch Front Regional Council Regional Transportation Committee, and the city cemetery sexton. She spoke at the grand opening of the Sheraton Senior Living Community center. She swore in the youth council. She visited with several elected officials. She attended the Western Growth coalition, several school events, and the Jordan School District Board of Education meeting. She attended the Envision Utah breakfast, COG meeting, and the Legacy House grand opening. She toured the entire city hall with staff. She spoke at the Memorial Day program. She was also able to sit on the stand at the high school graduations for Valley High School, Herriman High School, and Bingham High School. She attended the presentation at Fire Station 61 honoring Erin Grimshaw. She also met with several developers. She attended Summerfest and noted that the next city jobs video is about putting on Summerfest.

CM Whatcott said he felt this year's grand marshal represented the city well. He thanked Mayor Ramsey for recognizing staff's efforts. He thanked the staff that worked hard for Summerfest. He feels the direction of Summerfest was the right move for the city. He thanked the City Council for participating in the events.

City Attorney Loose said they have the documents for Glenmoor Golf Course gathered. It should be posted on the city's website by next week. He will email a link to the City Council when that is done.

Mayor Ramsey reported on the South Jordan Chamber of Commerce business summit.

Council Member McGuire made a motion to take a brief recess. Council Member Zander seconded the motion. The vote was unanimous in favor.

Council Member Zander made a motion to amend the agenda to hold the closed executive session in the Spruce Conference Room and to go into a closed executive session to discuss the character, professional competence, or physical or mental health of an individual. Council Member McGuire seconded the motion. The vote was unanimous in favor.

K. Closed Executive Session: Closed meeting to discuss the character, professional competence, or physical or mental health of an individual.

The June 5, 2018 City Council meeting adjourned at 9:20 p.m.

SUMMARY ACTION ITEM - H.1. PROCLAMATION



INDEPENDENTS WEEK 2018 PROCLAMATION

Whereas, Independents Week provides a time to celebrate the independence of the members of the community of South Jordan and the entrepreneurial spirit represented by our core of local independent businesses; and

Whereas, the individual decisions every community member makes today affect the future of South Jordan; and

Whereas, South Jordan's local independent businesses help preserve the uniqueness of the community and give us a sense of place; and

Whereas, South Jordan's core of independently-owned businesses give back to this community in goods, services, time and talent; and

Whereas, the health of South Jordan's economy depends on our support of businesses owned by our friends and neighbors; and

Whereas, South Jordan's independent business owners and employees enrich community members' shopping experiences with their knowledge & passion;

Therefore, as we celebrate **Independents Week of July 1- 7 2018**, we acknowledge that the ability to choose the direction of South Jordan lies within each of us.

NOW, THEREFORE, I, Dawn Ramsay, Mayor of the city of South Jordan, do hereby proclaim the week of July 1-7 2018, as: "Independents Week" and salute our community members and locally owned independent businesses who are integral to the unique flavor of South Jordan and honor their efforts to make South Jordan the place we want to live and work.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the city of South Jordan to be affixed this 19th day of June 2018.


Dawn R. Ramsey, Mayor


Anna M. West, City Recorder





Local First Utah is a non-profit organization with the mission to empower a movement to recognize the value and vitality of locally owned, independent businesses to our economy and communities. We do this through educating and engaging the public, businesses and our statewide community partners.

Local First Utah produced the **Utah Study Series, which found that in Utah, for every \$100 spent in a locally owned business, \$55.30 stays here, recirculating in our economy.** As well, the study concluded, **that if every household in Utah shifted just 10% of their annual spending toward locally owned business, more than \$1.3 billion would stay in our state's economy.**

Unlike many other business related organizations, we are a 501(c)3, and **there is no cost for businesses to join or affiliate with Local First Utah.** All we ask is that our partner businesses meet our criteria – that a business is at least 51% owned by Utah residents, all sales and marketing decisions are made independently, and they have an active Utah business license. Businesses can then register in our online directory, and when they sign up they are authorized to use our brand and display our window cling in their front door.

We also conduct two annual educational and branding campaigns. Independents Week, which takes place July 1-7th and Shift Your Spending Week, which launches each year on Black Friday, and incorporates Small Business Saturday. During Independents Week, we meet with mayors and elected officials across the state, encourage them to sign our Independents Week proclamation and officially designate July 1-7th as a time to “celebrate our independents” in their city. During Shift Your Spending Week, our call to action is to ask citizens to shift at least 10% of their holiday shopping toward locally owned, independent businesses. We provide businesses with unique gift tags, and other marketing materials to help educate their customers.

Though we are headquartered in Salt Lake City, we are a statewide organization. With more than 4,000 partner businesses, ranging from Logan to St. George, **there is no other organization like us in the state, and no other non-profit organization doing the unique placemaking, education and economic development that we do.** If you are interested in learning more about Local First Utah, or how to build a buy local campaign in your community, please don't hesitate to contact Kristen Lavelett, our executive director, at Kristen@localfirst.org or 801-598-8611.

SUMMARY ACTION ITEM - H.2. RESOLUTION R2018-30

RESOLUTION R2018 - 30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING USERS OF THE PUBLIC TREASURERS' INVESTMENT FUND (P.T.I.F.).

WHEREAS, the Utah State Treasurer maintains the Public Treasurers' Investment Fund (P.T.I.F.) for the secure disbursement and investment of funds for municipal governments; and

WHEREAS, the Utah State Treasurer is beginning to implement a new internet management system for the Fund; and

WHEREAS, the Utah State Treasurer is requesting that governing bodies affirm the individuals who have access to this new system and the Fund; and

WHEREAS, the Utah State Treasurer has asked the City Council of the City of South Jordan to issue a resolution affirming the names submitted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorized to Access Public Treasurers' Investment Fund. Effective upon the passage of this resolution Chief Financial Officer Sunil K. Naidu, City Treasurer Stephen R. "Chip" Dawson, and Assistant Controller Nicholas Geer are authorized to have full and complete access to the Public Treasurers' Investment Fund (P.T.I.F.).

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 19th DAY OF June, 2018 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney



Office of the State Treasurer

Public Entity Resolution

1. Certification of Authorized Individuals

I, Dawn R. Ramsey (Name) hereby certify that the following are authorized: to add or delete users to access and/or transact with PTIF accounts; to add, delete, or make changes to bank accounts tied to PTIF accounts; to open or close PTIF accounts; and to execute any necessary forms in connection with such changes on behalf of City of South Jordan (Name of Legal Entity). Please list at least two individuals.

Table with 4 columns: Name, Title, Email, Signature(s). Rows include Sunil K. Naidu (Chief Financial Officer), Nicholas Geer (Assistant Controller), and Stephen R. "Chip" Dawson (City Treasurer).

The authority of the named individuals to act on behalf of City of South Jordan (Name of Legal Entity) shall remain in full force and effect until written revocation from City of South Jordan (Name of Legal Entity) is delivered to the Office of the State Treasurer.

2. Signature of Authorization

I, the undersigned, Mayor (Title) of the above named entity, do hereby certify that the forgoing is a true copy of a resolution adopted by the governing body for banking and investments of said entity on the 19th day of June, 2018, at which a quorum was present and voted; that said resolution is now in full force and effect; and that the signatures as shown above are genuine.

Table with 4 columns: Signature, Date, Printed Name, Title. Row: Dawn R. Ramsey, June 19, 2018, Dawn R. Ramsey, Mayor.

STATE OF UTAH)
COUNTY OF _____)

Subscribed and sworn to me on this 19th day of June, 2018, by Dawn R. Ramsey (Name), as Mayor (Title) of City of South Jordan (Name of Entity), proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____

(seal)

SUMMARY ACTION ITEM - H.3. RESOLUTION R2018-32

SOUTH JORDAN CITY CITY COUNCIL REPORT

Council Meeting Date: June 19, 2018

Issue: Salt Lake County Interlocal Cooperation Agreement for inclusive Playground

Submitted By: Colby Hill, Associate Director-Parks & Recreation

Department: Admin Services

First Reading Report Date:

Staff Recommendation (Motion Ready): Approve Resolution 2018-32 authorizing the Mayor to enter into the Interlocal Cooperation Agreement with Salt Lake County for the purchase and construction of an inclusive playground to be located at East Riverfront Park.

BACKGROUND: South Jordan City Council approved the replacement of the East Riverfront Park playground as part of the fiscal year 2016 budget. At about the same time, the South Jordan Rotary Club expressed an interest in collaborating with the City to provide an inclusive playground somewhere in the City. Both parties agreed that the East Riverfront Park playground was a good option and began working together to raise additional funds, including soliciting donations from Salt Lake County. Salt Lake County agreed to be a financial partner for this project. The final design is now complete, the budget has been set, and all monies collected. The execution of the Interlocal Cooperation Agreement is the final step prior to the purchasing the playground and performing the site work.

South Jordan's total contribution to this project is \$330,000, while Salt Lake County is contributing \$200,000 and design work, and South Jordan Rotary is contributing \$45,000 through various donors, for a total project cost of \$575,000.

We anticipate that construction will be complete in the fall of 2018.

TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

FINDINGS: Playground manufacturers typically stop making replacement parts for playgrounds older than 12-15 years. South Jordan Rotary Club and Salt Lake County have fundraised and made financial contributions to this project. The East Riverfront Playground was installed in approximately 1999 and has become difficult to maintain in a manner that meets current safety standards.

CONCLUSIONS: The age and current condition of the East Riverfront Park playground necessitate its replacement. Because of the partnerships with the South Jordan Rotary Club and Salt Lake County, we have an opportunity to provide South Jordan Residents with an all-abilities playground.

RECOMMENDATIONS: Staff recommends approving the Interlocal Cooperation Agreement with Salt Lake County and proceeding with this project.


FISCAL IMPACT: South Jordan City's total contribution to the project is \$330,000. This money has already been budgeted in past fiscal years as a capital improvement project.

ALTERNATIVES: Not approve the Interlocal Cooperation Agreement.

SUPPORT MATERIALS:

- Interlocal Cooperation Agreement (attached)

City Council Action Requested:


Department Head


Date

RESOLUTION R2018 – 32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY OF SOUTH JORDAN FOR CREATION OF AN INCLUSIVE PLAYGROUND LOCATED AT 10900 S. RIVERFRONT PARKWAY.

WHEREAS, the playground existing at 10900 S. Riverfront Parkway was installed in approximately the year 1999 and has become difficult to maintain to current safety standards; and

WHEREAS, the South Jordan City Council approved the replacement of this playground as part of the City's fiscal year 2016 budget; and

WHEREAS, the South Jordan Rotary Club desired to collaborate with the City to provide an all-abilities playground and both the Rotary Club and the City decided that 10900 S. Riverfront Parkway was a good location; and

WHEREAS, Salt Lake County agreed to be a financial partner for the creation of such as playground; and

WHEREAS, Salt Lake County and the City of South Jordan are public agencies which are authorized to enter into an agreement with one another for joint or cooperative action pursuant to UCA § 11-13-202; and

WHEREAS, the South Jordan City and Salt Lake County desire to work cooperatively and have negotiated the attached agreement pursuant to the Interlocal Cooperation; and

WHEREAS, the South Jordan City Council finds it in the best interest of the health, safety, and welfare of the residents of South Jordan to authorize the South Jordan City Mayor to sign an agreement with Salt Lake County for creation of an inclusive playground.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authority to Execute Agreement. The South Jordan City Council hereby authorizes the Mayor to execute the attached Interlocal Cooperation Agreement.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2018 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:


Office of the City Attorney

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective _____, 20___, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **THE CITY OF SOUTH JORDAN**, a Utah municipal corporation (the "*City*"). The County and the City are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS:

A. WHEREAS, Utah Code Ann. §11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action; and

B. WHEREAS, County and City are public agencies as contemplated in the referenced section of the Utah Code (more specifically referred to as Utah Code Ann. §11-13-101, et seq., known as the Interlocal Cooperation Act); and

C. WHEREAS, County operates a parks planning program which is intended to enhance resident and visitor experiences through designing enjoyable parks and playgrounds; and

D. WHEREAS, City is the owner of real property located at 10900 S. Riverfront Parkway in the City of South Jordan (the "East Riverfront Property"); and

E. WHEREAS, City and County desire to work cooperatively to develop an inclusive playground at the East Riverfront Property as depicted in Exhibit "1" to this Agreement (the "Playground"), incorporated herein by reference; and

F. WHEREAS, Pursuant to the authority granted by the Interlocal Cooperation Act, the Parties mutually desire to enter into this Agreement to document their mutual commitments and understandings with regards to pursuing the above described project.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and the payments herein mentioned to be performed and paid, the Parties agree as follows:

1. The above stated recitals are hereby incorporated into this Agreement.
2. The County shall:
 - a. Be responsible for the design of a Playground to be located on City's East Rivefront Property;
 - b. Contract with vendors to build the Playground as depicted in Exhibit "1;"

- c. Pay vendors directly for the Playground in an amount not to exceed \$575,000;
- d. Invoice City for \$375,000 upon completion of the Playground construction.

3. The City shall:

- a. On or before June 30, 2018, prepare a site at 10900 S. Riverfront Parkway for construction of the Playground by demolishing and hauling off the existing irrigation, equipment, playground surfacing, concrete surround, and affected landscape;
- b. Authorize County and its contractors access to the site City prepares for construction and installation of the Playground;
- c. Once construction is completed, take ownership of the improvements constructed and installed by County and be responsible for installing landscaping elements at the Playground such as cobble, trees, plants and providing irrigation as needed for the site;
- d. Upon receipt of invoice, pay County \$375,000 for County's expenses incurred in designing and constructing the Playground on City's East Riverfront Playground.

4. County shall manage all aspects of the design and construction of the Playground, including all bidding procedures and construction management. County shall assure that the funds allocated for construction are spent on authorized Playground costs in accordance with rules and regulations governing disposition of the Recreation Bonds' funds.

5. County shall not be liable to City for any extra costs or overruns on the Playground, or any additional funding in excess of the total amount stated above, without a prior written amendment to this Agreement.

6. Term. This Agreement shall become effective upon execution and shall terminate December 31, 2018. Upon the termination of this Agreement, the Parties shall be considered to have withdrawn from the joint or cooperative undertaking described in this Agreement.

7. Amendment. This Agreement may only be modified or terminated prior to the end of its term by written amendment, signed by both Parties.

8. Indemnification.

a. City agrees to protect, defend, release, indemnify and hold harmless County, and any affiliates, successors, officers, trustees, agents and employees of County from and against any and all losses arising out of or resulting from: (1) the design, engineering, or construction of the Playground; (2) the use or operation of the Playground by City's officers, directors, employees, invitees, or the public at large; (3) negligence in the operation or use of Playground by City or any employees, principals, contractors or agents of City; or (4) City's breach of any provision of this Agreement.

b. Except to the extent that County's negligence was a contributing factor to losses incurred by City, City hereby releases County from, and agrees not to seek recourse against County with respect to, any claims, damages, fees, expenses or other losses proximately caused by third persons arising out of or resulting from (1) the design, engineering, or construction of the Playground; or (2) the use or operation of the Playground by City's officers, directors, employees, invitees or the public at large.

c. The provisions of this Paragraph 8 shall survive the termination of this Agreement.

9. Authority of Signators. The Parties represent that the person executing this instrument on their behalf has the authority to do so and the authority to bind that Party.

10. Notices. All notices and other communications, provided for in this Agreement, shall be in writing and shall be sufficient for all purposes if personally delivered or mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, and addressed to the respective Party at the address set forth below or at such addresses as such Party may hereafter designate by written notice to the other Party.

To the County: Director - Division of Parks and Recreation
 2001 South State Street, S4-700
 Salt Lake City, Utah 84114

and

Contracts Administrator
Salt Lake County
2001 South State, Suite, N4-500
Salt Lake City, Utah 84114

To the City: The City of South Jordan
 Director of Administrative Services
 1600 West Towne Center Drive
 South Jordan, UT 84095

11. Interlocal Cooperation Act.

a. Pursuant to Utah Code Ann. § 11-13-206, the Parties agree that no new entity is created by the provisions of this Agreement.

b. Pursuant to Utah Code Ann. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the City's designee. The joint board shall meet as needed to review the operation of this Agreement. To the extent necessary, voting will be based upon one vote per Party, pursuant to U.C.A. § 11-13-206(1)(g).

c. This Agreement will not take effect until: (a) it has been approved by both Parties,

as required by Utah Code Ann. §§ 11-13-202(2), it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law, as required by Utah Code Ann. § 11-13-202.5, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.

d. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done under this Agreement, and for any budgeting or financing of such costs.

e. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party. This includes any disposition of property upon the termination of this Agreement.

f. Either Party may withdraw from this Agreement for an "Event of Default" as defined below, upon written notice from the party wishing to withdraw to the other party. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of thirty (30) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of thirty (30) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be duly executed as of the dates indicated below.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Date: _____

Division Approval:

By: _____
Director or Designee

Date: _____

Department Approval:

By: _____
Holly Yocom, Director

APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW

Digitally signed by Megan Smith
DN: dc=org, dc=slocounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=EC, cn=Megahn Smith,
email=MegSmith@slco.org
Date: 2018.05.29 15:46:31 -06'00'

Megahn L. Smith

By: _____
Megan L. Smith
Deputy District Attorney

THE CITY OF SOUTH JORDAN

By: _____
Mayor

Date: _____

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW

By: Charity Brienz
Attorney for South Jordan City
Name: Charity Brienz

Exhibit 1



Note: All custom designs and artwork are conceptual and could change upon final design and order. An additional turn-around time should be expected when order is placed. Any panel graphics shown can be designed specifically to meet the customers needs.

East River Front
South Jordan, UT

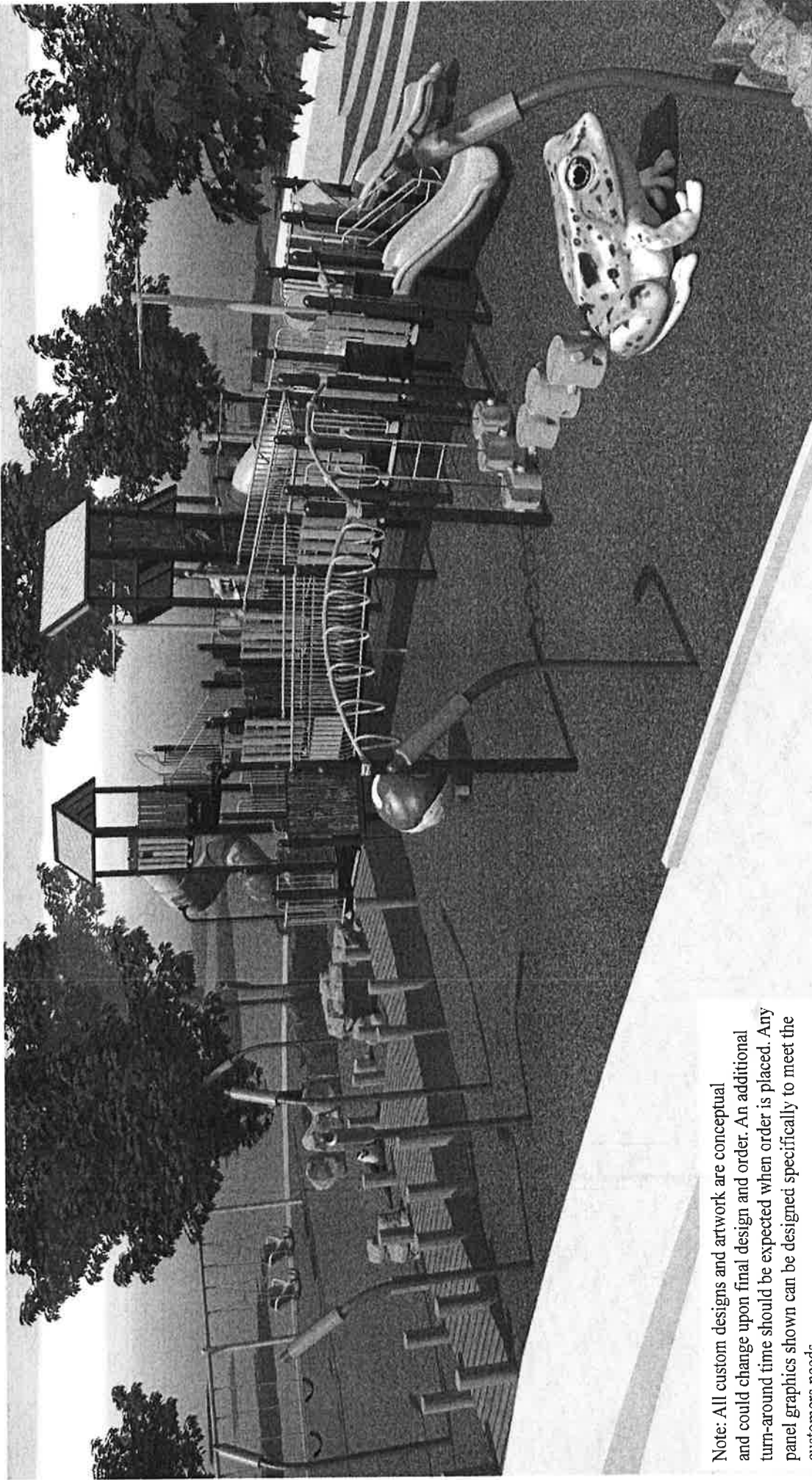
Sales Representative



Equipment Manufacturer



ROCK & EQUIPMENT	ACRYLIC PLASTIC	2-COLOR PLASTIC	ECO-ASKOR
Dark Brown	Green	Dark Brown/Sand	Brown
Silver	Light		
Yellow	Brownstone		
Blue	Red	ROPE BOULDERS & SHADE	
	White		Green



Note: All custom designs and artwork are conceptual and could change upon final design and order. An additional turn-around time should be expected when order is placed. Any panel graphics shown can be designed specifically to meet the customers needs.

East River Front
South Jordan, UT

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ECO-BOARD HOASTIC	2-COLOR PLASTIC	ECO-ARMOR
Dark Brown	Green	Dark Brown-Sand	Brown
Silver	Lime		
Yellow	Brown-stone	ROPE / BOULDERS & SHADE	
Blue	Red	Greer	
	White		



BIG T RECREATION
11618 S. State Street #1602
Draper, UT 84020

EQUIPMENT SIZE:
66"7" X 46"11" X 17"

USE ZONE:
117"11" X 89"5"

AREA: N/A
PERIMETER: N/A

FALL HEIGHT:
9 FT

USER CAPACITY: 173
AGE GROUP: 5-12

EAST RIVER FRONT - CHIP CONCEPT

SOUTH JORDAN, UT

ADA SCHEDULE		Accessible Ground-Level Play Types	
Required	Provided	Accessible Elevated Activities	Accessible Ground-Level Play Types
13	0	8	5
23	29	10	10

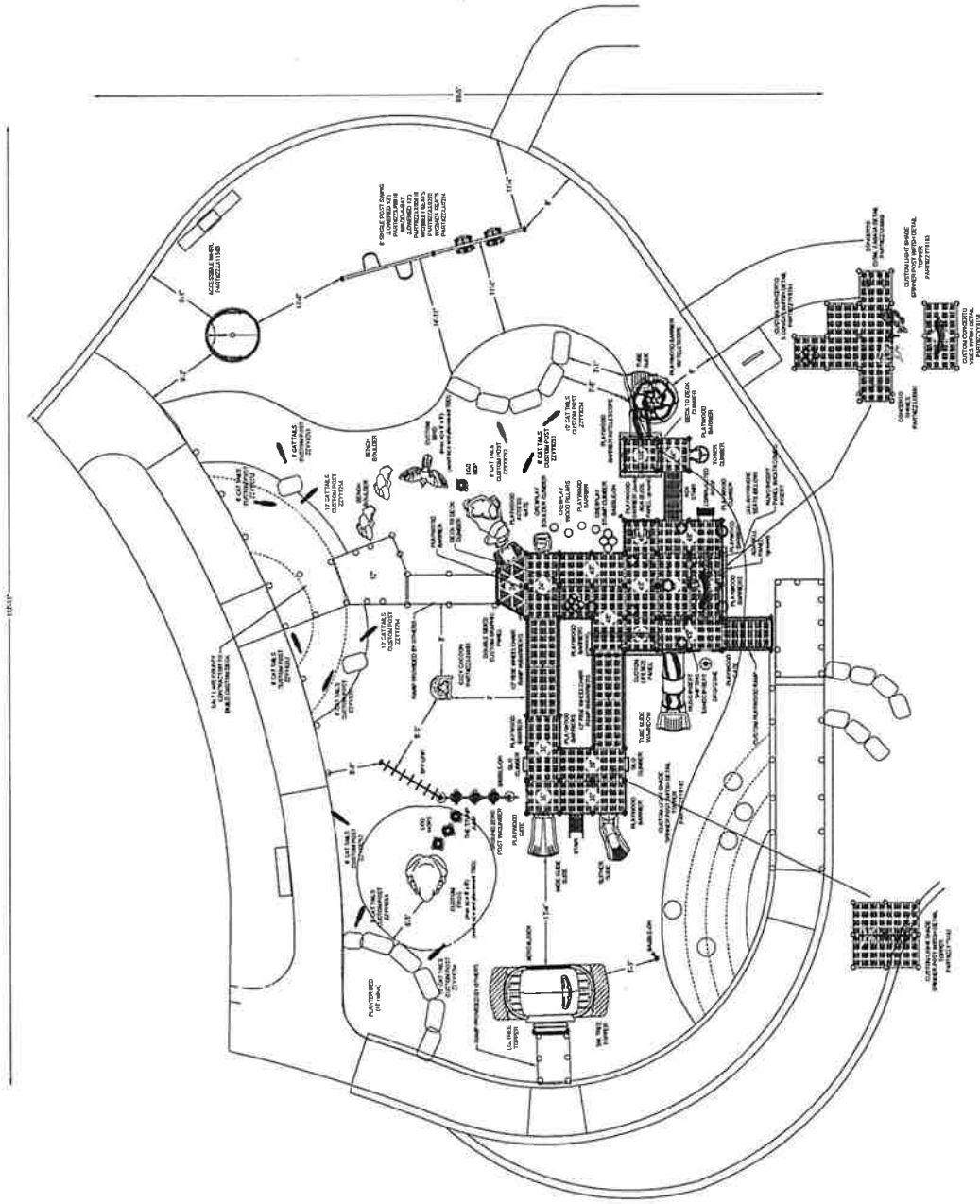


✓ ASTM F1487-11
✓ CPSC #325

PROJECT NO: 18-04368.BTR
SCALE: NOT TO SCALE

DRAWN BY: MICHAEL BORDNER
Paper Size: B

DATE: 28-MARCH-18



*PLAYGROUND SUPERVISION REQUIRED

SUMMARY ACTION ITEM - H.4. RESOLUTION R2018-33

RESOLUTION R2018 - 33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
REGARDING THE SALT LAKE AREA GANG PROJECT.**

WHEREAS, it is recognized that the growing problem with street gangs and their associated criminal activities affects all communities within the Salt Lake area including South Jordan City; and

WHEREAS, it is acknowledged that the best way to combat illegal activity by organized gangs and gang members is to increase communication between law enforcement agencies, combine investigative efforts and share criminal intelligence regarding said gangs and gang members; and

WHEREAS, the South Jordan Police Department will assign one (1) criminal investigator to the Salt Lake Area Gang Project for the purpose of combating criminal activity by street gangs and gang members which affects this community; and

WHEREAS, by participating in the Salt Lake Area Gang Project, South Jordan City expects to enhance its protection of its residents from gang activity and better contain criminal activity perpetrated by local street gangs that impacts this community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authority to Sign. The Mayor is hereby authorized to sign the Salt Lake Area Gang Project Interlocal Agreement.

SECTION 2. Effective Date. This Resolution shall become effective upon passage.

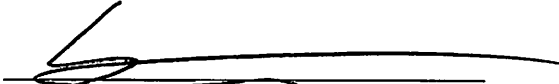
APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2018 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

SALT LAKE AREA GANG PROJECT

INTERLOCAL AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made and entered into this ____ day of _____ 2018, by and between the Unified Police Department of Greater Salt Lake; United States Bureau of Alcohol, Tobacco, Firearms, and Explosives; United States Federal Bureau of Investigation; Granite School District on behalf of its Police Department; United States Immigration and Customs Enforcement (ICE); Murray City on behalf of its Police Department; Park City on behalf of its Police Department; Salt Lake City on behalf of its Police Department; Salt Lake County on behalf of its Sheriff's Office and District Attorney's Office; Saratoga Springs City on behalf of its Police Department; South Jordan City on behalf of its Police Department; South Salt Lake City on behalf of its Police Department; United States Marshals Service; State of Utah on behalf of its Department of Corrections' Adult Probation and Parole; State of Utah on behalf of its Department of Corrections' Law Enforcement Bureau; State of Utah on behalf of its Department of Public Safety; West Jordan City on behalf of its Police Department; and the West Valley City on behalf of its Police Department for the purpose of facilitating the establishment of the Salt Lake Area Gang Project.

RECITALS:

- A. Whereas, the above named parties entered into the Salt Lake Area Gang Project Interlocal Agreement (the "Agreement") on or about April 1, 2014, which Agreement provided for a collaborative effort against illegal gang activity;
- B. Whereas, Section 23 of the Agreement provides the Agreement may be extended by amendment before June 30, 2018;
- C. Whereas, the above named parties desire to extend the Agreement in order to combat the growing problem with street gangs and their associate criminal activities such as homicides, drive by shootings, drug trafficking, burglaries, aggravated assaults and vandalism; and
- D. Whereas, although not every jurisdiction has experienced an equal share of gang activity, each party recognizes a benefit from the work of the Gang Project to contain gang activity by investigating and arresting gang members before further crimes are committed in their communities; and
- E. Whereas, the effective investigation and prosecution of illegal gung activity requires specialized personnel, who are able to investigate on a cooperative arrangement; and
- F. Whereas, the coordinated efforts of federal, state, and local law enforcement agencies can enhance the enforcement of laws against illegal gang activity; and

G. Whereas, the Utah Interlocal Cooperation Act, § 11-13-101 et seq., 1953, as amended, authorizes public agencies to enter into agreement to provide law enforcement services to one or more other public agencies; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. General Purpose. The Salt Lake Area Gang Project (“Gang Project”) which was established by Interlocal Cooperation Agreement, executed in 1991, and herein reconstituted shall perform the activities and duties described below:

- (a) Identify street gangs and gang members in the Salt Lake County area and Utah;
- (b) Investigate crimes related to or involving gang members;
- (c) Divert gang members into positive programs and activities through education and community support efforts;
- (d) Suppress gang activities through proactive enforcement efforts; and
- (e) Develop strategies for successful prosecution of gang members.

Section 2. Definitions. For purposes of this Interlocal Cooperation Agreement, the following terms shall have the meanings given in this section:

- (a) “Assigning Agency” shall mean each party agency that is a signatory to this Agreement and that assigns a prosecutor, federal officer or a sworn law enforcement officer to serve on the Gang Project.
- (b) “Bylaws” shall mean the rules adopted by the Governing Board to govern the internal affairs of the Gang Project.
- (c) “Federal officer” shall mean those officers assigned as representatives to the Gang Project and who are employed by a law enforcement agency of the U.S. Government. “Federal officer” includes those officers enumerated in section 53-13-106 of the Utah Code Ann., 1953 as amended.
- (d) “Governing Board” shall mean the joint board described in Section 7 of this agreement.

- (e) "Governing Board member" shall mean those individuals who are assigned by their agencies to sit on the Governing Board of the Gang Project. A "Governing board member" is not a "representative."
- (f) "Host Funding Agency" shall mean the assigning agency that applies for and is awarded state task force grant funds to organize and supervise a task force to investigate gang related crime in Salt Lake County.
- (g) "Operating policies" shall mean those written policies which set forth operating parameters for the Gang Project as they are created by the Project Director pursuant to his or her authority as delegated by this agreement or by the Governing Board in the Gang Project bylaws.
- (h) "Project Director" shall mean a representative who is charged supervising the day to day operations of the Gang Project, among other responsibilities.
- (i) "Prosecutor" shall mean a representative employed by one of the prosecuting agencies party to this Agreement. A "prosecutor" is not a federal officer nor is he a sworn law enforcement officer.
- (j) "Representative" shall mean all those personnel assigned by their agencies to carry out the law enforcement functions of the Gang Project. A "representative" can be a federal officer, a sworn law enforcement officer, or a prosecutor. A "representative" is not a Governing Board member.
- (k) "Sworn law enforcement officer" shall mean all those representatives assigned by agencies of the State of Utah or any of its political subdivisions to carry out the law enforcement functions of the Gang Project. A "sworn law enforcement officer" is not a federal officer.

Section 3. Gang Project Participating Agencies.

- (a) To accomplish the purpose of the Gang Project as set forth in Section 1. above, unless otherwise approved in a written MOU between the Governing Board and the assigning agency, each assigning agency, through its law enforcement division or prosecuting agency shall provide one or more FTE ("full time equivalent") representative to the Gang Project, for a recommended but non-binding term of three years.
- (b) New Member Agency Approval. Other agencies, not a party to this Agreement, may join with the approval of the Governing Board. To become a party to the Gang Project, a political subdivision of the State of Utah or an Agency of the United States shall notify the Governing Board in writing of its intent to be considered for membership. The Governing Board shall then notify each assigning agency of Gang Project of the

prospective agency's intent to join. Assigning agencies shall then have thirty (30) days to submit a written objection to the Governing Board. At the completion of the thirty day period to object, the Governing Board shall take a vote to admit or reject the new agency. If accepted, the prospective agency shall agree in writing to be bound by the terms and conditions of this Agreement; and all bylaws and policies.

Section 4. Gang Project Jurisdiction. The Gang Project shall have jurisdiction throughout Salt Lake County to investigate gang related crimes which have been referred to the Gang Project by an assigning agency. The Gang Project reserves the right to decline a referred case. Each assigning agency hereby expressly consents to allow the Gang Project to conduct investigations and enforcement efforts within the agency's jurisdiction in Salt Lake County. The Gang Project may also investigate gang related crimes beyond Salt Lake County at the request of the law enforcement agency having jurisdiction in that location provided the Project Director has approved the request.

Section 5. Deconfliction. The Gang Project shall notify assigning agencies of all crimes discovered in the course of an investigation and shall make all reasonable efforts to notify assigning agencies about investigations in their jurisdiction to avoid duplicative or competitive investigations.

Section 6. Gang Project Goals and Objectives. The goals and objectives of the Gang Project include:

- (a) Identifying the gang crimes affecting the Salt Lake area and Utah and propose plans to circumscribe gang activity;
- (b) Identifying organized crime systems and alternatives to reduce the effectiveness of these systems;
- (c) Maintaining a database with a descriptive analysis of criminal gang activity impacting the Salt Lake Area and Utah;
- (d) Assessing the efforts of law enforcement in the control of criminal gang activity in the Salt Lake Area and Utah;
- (e) Providing law enforcement agencies with information and assistance which will lead to the apprehension and prosecution of gang members involved in criminal activities;
- (f) Enhancing intelligence reports through computer links with outside agencies and with the support of a computer analyst who assists with analytical investigations.

Section 7. Gang Project Administration.

- (a) The Governing Board. The Gang Project shall be governed by a Governing Board. The Governing Board shall be a joint board as set forth in § 11-13-207, Utah Code Ann., 1953 as amended. The Governing Board shall address policy matters and the resolution of operational problems. The Governing Board shall be vested with authority to adopt bylaws, veto policies established by the Project Director, and review and approve the Gang Project budget as proposed by the Project Director.
- (b) Membership. Governing Board members shall be limited to one employee from each assigning agency. Each Governing Board member is the primary delegate from his or her assigning agency to the Gang Project. Prolonged absence by any Governing Board member from the Governing Board shall be handled between the Governing Board and the absentee to insure proper representation at Governing Board meetings.
- (c) Board Chairperson and Vice Chairperson. A Governing Board Vice Chairperson shall be elected by the Governing Board, to serve in the position for a one-year period, beginning every September 1st of each year. On August 31 of each year, the Vice Chairperson shall assume the role of Chairperson of the Governing Board for one year. The Governing Board Chairperson shall be the chief spokesperson for the Governing Board and shall chair all Governing Board meetings. The Chairperson and Vice Chairperson shall be voting members of the Governing Board. The Chairperson and Vice Chairperson may be removed from their positions upon a two-thirds vote of the entire voting membership of the Governing Board. Telephonic or electronic voting is acceptable.
- (d) Voting, Quorum. Half of the voting members of the Governing Board shall constitute a quorum. Unless otherwise provided for in this Agreement, the Governing Board may take any action permitted by this Agreement provided that a quorum is present and there are not less than a simple majority of affirmative votes of the quorum. Any action voted upon by less than a simple majority of the full Governing Board shall not take effect until the next meeting of the Governing Board where a quorum is present and where it shall be subject to ratification by a majority of the Governing Board. Telephonic or electronic voting is acceptable.

Section 8. Duties of the Governing Board. The duties of the Governing Board shall be:

- (a) To meet bi-monthly in order to address Gang Project business. An agenda listing action items to be voted on shall be sent out to Governing Board Members by the Chairperson or his designee at least one week before each meeting of the Governing Board.

- (b) To request financial audits as deemed necessary,
- (c) To issue to the assigning agencies an annual report of the Gang Project's preceding year's activities;
- (d) To vote on the removal of an assigning agency from the Gang Project, at the Project Director's request, when such assigning agency fails to provide support for by the Gang Project;
- (e) To conduct evaluations of the Gang Project and its programs at least bi-annually;
- (f) To adopt or amend bylaws as needed;
- (g) To issue orders and adopt resolutions as needed;
- (h) To recommend appropriate training as needed;
- (i) To approve the appointment of a new project director;
- (j) To approve an operating budget for the Gang Project no later than its August Board meeting; and
- (k) At the Governing Board's discretion, offer Gang Project investigative services to any non-party jurisdiction without granting membership status.

Section 9. Host Funding Agency. There shall be one host funding agency (HFA) for the Gang Project. Except for the ministerial functions stated herein, the HFA has no other authority or responsibility above or beyond those shared by all assigning agencies unless otherwise provided by the HFA'S grant requirements. The HFA shall provide the following ministerial functions:

- (a) Grantee. The HFA is authorized to be, and shall be, the recipient of any grant money awarded to the Gang Project and shall receive the funds in trust directly for distribution to the Gang Project. The Governing Board and the HFA share the responsibility for ensuring that the program described in the application is successfully carried out, including ensuring the funds expended are expended for only eligible activities.
- (b) Audit Cooperation. The HFA shall permit and have ready for examination and auditing any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. The HFA shall maintain all such reports and records until all audits and examinations are completed or resolved, and as defined by State and Local laws.
- (c) Procurement. For purposes of this Agreement, the assigning agencies hereby agree to abide by the relevant procurement procedures of the HFA and shall consult with the HFA in all procurement matters relevant to the

Gang Project. The Governing Board or Project Director may consult with HFA employees regarding any interpretation of procurement procedures, but the HFA is ultimately responsible for properly following the procedures.

- (d) Fiscal Issues. The HFA shall accept all funds in trust, whether from grant monies, forfeited cash, or other sources and is responsible for fiscal accountability and required financial reporting.
- (e) Office Space & Support. If available, the HFA shall provide office space, without charge to the assigning agencies. Any increase in support services, such as (but not limited to) alarm, security, and telephone systems may be paid for with grant monies.

Section 10. Representative Qualifications. All representatives assigned to the Gang Project shall be prosecutors, federal officers, or sworn law enforcement officers as defined by the laws of the State of Utah. Sworn law enforcement officers serving on the Gang Project should have a minimum of one year of law enforcement experience including investigative experience. The Project Director is authorized to develop selection criteria for prospective representatives to the Salt Lake Area Gang Project and non-binding performance expectations for representatives. The Project Director shall conduct programs for the career development of Gang Project representatives.

Section 11. Duty Assignments. Assigned representatives are to report, as assigned, to their Gang Project Supervisor. Participating agencies also recognize, unless otherwise provided in this agreement or approved by the Governing Board, that each Gang Project assigned representative is assigned on a full-time basis with all direct supervisory authority being undertaken by the Gang Project supervisory organization and chain of command. The Gang Project shall not reimburse an assigning agency for employee overtime expenses unless and until the agency's assigned representative has worked forty (40) hours under the direct supervision of their gang project supervisor.

Section 12. Record Keeping and GRAMA. All representatives and Governing Board members shall adhere to their assigning agency's GRAMA policies and reporting and record keeping systems. All criminal intelligence information as defined in 28 C.F.R. Part 23 shall be maintained only by the Gang Project and disseminated pursuant to the requirements of 28 C.F.R. Part 23.

Section 13. Vacation, Leave Time, & Travel. Representatives shall coordinate annual leave, sick leave, compensatory leave, or other types of leave with their assigning agency and with their Gang Project supervisor.

Section 14. Representative Suspension & Removal. Representatives may be removed from the Gang Project by their assigning agency at its sole discretion upon thirty days written notice to the Project Director. Removal due to difficulties in the representative's performance or issues with the representative's conduct can also occur at the request of the Project Director, after

consultation with the assigning agency. Unless otherwise approved by the Governing Board, any representative removed shall be replaced by another qualified officer within thirty (30) calendar days.

Section 15. Employee Status.

- (a) Each representative and Governing Board member whether or not their assigning agency is considered a 'governmental entity' under the Utah Governmental Immunity Act shall be considered to be an employee of his or her assigning agency even though the officer performs functions outside of the jurisdiction of their assigning agency.
- (b) Each representative and Governing Board member shall continue to be governed by the rules, rights, entitlements, and status that apply to an employee of his or her assigning agency.
- (c) All the privileges, immunities from liability, exemptions from laws, ordinances, and rules, pensions, and relief, disability, workers compensation, and other benefits that apply to a representative or Governing Board members while performing functions within the territorial limits of his or her assigning agency shall apply to the same degree and extent when the representative performs functions or duties under the agreement outside the territorial limits of his or her assigning agency.

Section 16. Compensating Representatives. Each assigning agency shall fund all salaries and benefits and other obligations its representatives assigned to the Gang Project shall be paid by the assigning agency. Each assigning agency shall pay its representatives for overtime incurred while participating in Gang Project investigations. Assigning agencies may invoice the Gang Project for reimbursement of such overtime expenses. The Gang Project shall reimburse an assigning agency for employee overtime expenses within thirty (30) days of receipt of an invoice for such reimbursable expenses.

Section 17. Insurance. Each assigning agency shall be solely responsible for providing workers' compensation and benefits for its own employees who provide services under this Agreement. Each assigning agency shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.

Section 18. Equipment Provided. Each assigning agency shall provide its representative with the basic equipment necessary to carry out the responsibilities performed by its representative.

Section 19. Applicable Policies & Procedures. The assigning agencies agree that representatives assigned to the Gang Project shall follow Gang Project bylaws and operating policies and that in case of conflict with or in absence of a Gang Project bylaw or policy, an

agencies' bylaws, policies and procedures shall prevail. With respect to federal agents, United States Attorney General guidelines will prevail.

Section 20. Personnel. The personnel policies of each assigning agency shall apply to the administration and conduct of their assigned personnel. Each assigning agency understands that their representative shall also follow the direction and supervision their Gang Project supervisors and that policies of general application to all employees assigned to the Gang Project will apply.

Section 21. Immunity Act Defenses. The assigning agencies are governmental entities as set forth in the Utah Governmental Immunity Act, (§ 63-30-101 et seq., Utah Code Ann., 1953, as amended) and/or covered by the Federal Tort Claims Act 28 USC 2671-2680 9 ("FTCA"). It is mutually agreed that the assigning agencies are each responsible for their own wrongful and negligent acts which are committed by them or their agents, officials, or employees, except as may be covered by the FTCA. The assigning agencies do not waive any defenses otherwise available under the State or Federal law, nor does any assigning agency waive any limits of liability provided by law. Any immunity and damage caps are expressly preserved and retained.

Section 22. Disposition of Property Acquired by Gang Project. Upon withdrawal of any party, or termination of this Agreement, the withdrawing party shall retain that property which it allowed to be used by the Gang Project. Upon termination of this Agreement, (a) any property obtained in common shall be sold and proceeds divided among the current members proportionately according to the most recent annual contribution, or as prescribed by state or federal narcotics control funds restrictions and (b) all total available funds shall be distributed among the current members according to the most recent annual contribution. Periods of time stated in this Agreement shall be calculated from July 4, 1991.

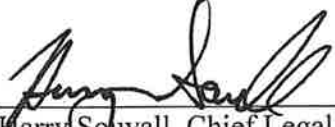
Section 23. Termination of Agreement. Any party may withdraw at the end of the State fiscal year (June 30) upon thirty (30) days written notice to the Governing Board. This Agreement shall terminate on June 30, 2028 unless extended by amendment executed by all assigning parties before that date.

Section 24. Notices. All notices and other communications provided for in this agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address the assigning agency may designate, or by fax to the fax number the assigning agency may designate, and (concurrently) sent by first class mail to the assigning agency and to the assigning agency's legal office; (b) personally delivered; or (c) sent by certified or registered United States Mail, addressed to the assigning agency at the address the assigning agency may designate, return receipt requested. Unless otherwise designated the Notice addresses are as listed on attached Exhibit "A."

Section 25. Duplicate Originals. This Interlocal Cooperation Agreement shall be signed in counterpart by the Parties and a duplicate original provided to each entity's Recorder or other entity with similar authority if the party does not have a recorder promptly after execution.


IN WITNESS WHEREOF, have executed this Amendment No. 1 to the original Agreement on this 14th day of MAY, 2018.

APPROVED AS TO FORM:



Harry Souvall, Chief Legal Counsel
Date Signed: 5-18-2018


UNIFIED POLICE DEPARTMENT

By: 

ROSIE RIVERA, Chief Executive Officer
Date Signed: 5-14-18

AGENCY: _____

APPROVED AS TO FORM:

Signature: 
Ryan W. Loose (Jun 11, 2018)
Print Name: Ryan W. Loose
Date Signed: 6/11/18

AUTHORIZED REPRESENTATIVE:

Signature: _____
Print Name: _____
Date Signed: _____

SUMMARY ACTION ITEM - H.5. RESOLUTION R2018-34

SOUTH JORDAN CITY CITY COUNCIL REPORT

Council Meeting Date: June 19, 2018

Issue: Resolution 2018-34, approving the Interlocal Cooperation Agreement between South Jordan City and Herriman City for 11800 South Street Asphalt Overlay Construction from 5600 West to 6000 West and authorizing the Mayor to sign said agreement.

Submitted By: Brad Klavano

Department: Engineering

Staff Recommendation (Motion Ready): Approve Resolution 2018-34; approving the Interlocal Cooperation Agreement between South Jordan City and Herriman City for 11800 South Street Asphalt Overlay Construction from 5600 West to 6000 West and authorizing the Mayor to sign said agreement.

BACKGROUND: The 11800 South Street section between 5600 West and 6000 West is in need of an asphalt mill and overlay and is budgeted to receive these treatments with the 2018/2019 Fiscal year budget. In order to get this work completed this construction season the project is been bid and will start work sometime after July this summer. This section of 11800 South is shared with Herriman City. It did not make any sense from a number of perspectives to do a new asphalt overlay on only half of 11800 South within this section. Herriman City was contacted and they have budgeted their share of costs, estimated at \$160,000.00, to pay their share of the asphalt mill and overlay.

The attached Interlocal Cooperation Agreement memorializes the obligation of Herriman City to pay their half of the costs of the asphalt mill and overlay from 5600 West to 6000 West. The timing is of a critical nature so that this project can be constructed this construction season.

TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

FINDINGS: The City Council has recognized that the treatment and preservation of asphalt on City is of great significance to the City a Transportation network.

CONCLUSIONS: City staff has negotiated an Interlocal agreement with Herriman City that is in the best interest of the citizens of South Jordan City and the General Public.

RECOMMENDATIONS: City staff is recommending that the City Council approve Resolution 2018-34; approving the Interlocal Cooperation Agreement between South Jordan City and Herriman City for 11800 South Street Asphalt Overlay Construction from 5600 West to 6000 West and authorizing the Mayor to sign said agreement.

FISCAL IMPACT: This Interlocal agreement is obligating the City of Herriman to pay their share of the roadway work costs estimated at \$160,000.00.

ALTERNATIVES: Deny Resolution 2018-34.

City Council Action Requested: Bud Klauer
Department Head

6/12/18
Date

RESOLUTION R2018 - 34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SOUTH JORDAN AND THE CITY OF HERRIMAN FOR THE 11800 SOUTH STREET ASPHALT OVERLAY CONSTRUCTION FROM 5600 WEST TO 6000 WEST AND AUTHORIZING THE MAYOR TO SIGN SAID AGREEMENT

WHEREAS, the City of South Jordan (“City”) and the City of Herriman (“Herriman”) are local government units under the laws of the State of Utah; and

WHEREAS, City and Herriman are authorized by the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq., to enter into agreements with each other, upon resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, City prepared an interlocal agreement pertaining to the 11800 South Street Asphalt Overlay Construction between 5600 West and 6000 West (the “Overlay”), which is attached hereto as Exhibit A (the “Agreement”); and

WHEREAS, City has requested that Herriman pay its share of the costs of the Overlay estimated to be \$160,000.00; and

WHEREAS, said agreement will benefit the City’s citizens by constructing the Overlay as one project rather than two.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Sign. The Agreement is approved and the Mayor is authorized to execute the same.

SECTION 2. Effective Date. This resolution will be effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2018, BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

EXHIBIT A

**Interlocal Agreement with the City of Herriman
11800 South Street Asphalt Overlay Construction from 5600 W to 6000 W**

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF SOUTH JORDAN AND THE CITY OF HERRIMAN**

11800 SOUTH STREET ASPHALT OVERLAY CONSTRUCTION

The CITY OF SOUTH JORDAN, a Utah municipal corporation (“South Jordan”), and the CITY OF HERRIMAN (“Herriman”) enter into this agreement this ____ day of _____, 2018 (“Effective Date”), and agree as set forth below.

RECITALS

South Jordan plans to cause new asphalt to be overlaid on 11800 South Street (“11800 S.”), an east/west public right-of-way running between South Jordan and Herriman, between 5600 West Street and 6000 West Street (the “Project”). Because the north half of 11800 S. is located in South Jordan, and the south half is located in Herriman, the parties desire to act cooperatively to complete and pay for the Project.

As local governmental units, the parties are authorized under the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq. (the “Interlocal Act”), to make the most efficient use of their powers by acting cooperatively to provide needed services and facilities so that the parties benefit from economy of scale and shared resources. Therefore, the parties agree as follows:

TERMS

1. **CONSTRUCTION OF THE PROJECT.** South Jordan shall be responsible for all matters pertaining to the Project including hiring and paying a contractor to complete the Project. The Project will be completed according to South Jordan’s engineering standards for the design and construction of public streets.

2. **TERM.** The term of this agreement begins on the Effective Date and ends upon completion of the Project and payment by Herriman pursuant to Section 3 of this agreement. Although the parties anticipate that the Project will be completed before September 30, 2018, they acknowledge that many factors outside South Jordan’s control may affect its ability to complete the Project. Therefore, South Jordan will not be in breach of this agreement if the Project is not completed before September 30, 2018.

3. **PAYMENT.** Herriman shall reimburse South Jordan for half the cost to complete the Project, which payment is estimated at \$160,000.00. After the Project is complete, South Jordan shall send Herriman an invoice for its portion of the Project costs, which Herriman agrees to pay within thirty days of receiving the invoice.

4. **TERMINATION OR AMENDMENT.** This agreement and all provisions contained herein shall only be amended or terminated by written agreement between the parties, their successors, or their assigns.

5. **BREACH WILL NOT TERMINATE.** No breach or violation of any provision of this agreement will entitle any person or entity to cancel, rescind, or otherwise terminate this

agreement, but this limitation will not affect, in any manner, any other rights or remedies to which a party may be entitled at law or in equity by reason of a breach of this agreement.

6. **LIABILITY AND INDEMNIFICATION.** The parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et seq. (the “Immunity Act”). Consistent with the terms of the Immunity Act, and as provided herein, the parties mutually agree that each party is responsible and liable for its own wrongful or negligent act committed by it or its agents, officers, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability currently provided by the Immunity Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims from damages occurring to persons or property as a result of the negligence or fault of their own officers, employees, or agents involved in the Project.

7. **ADMINISTRATION.** This agreement does not create a separate entity; however, to the extent that any administration of this agreement becomes necessary, then the development services director of each party, or their designees, shall constitute a joint board for such purpose.

8. **INTERLOCAL COOPERATION ACT.** The parties acknowledge that this agreement is subject to the provisions and procedures of the Interlocal Act and they agree to process, approve, manage, and archive this agreement in compliance with the Interlocal Act.

9. **MISCELLANEOUS.**

a. **Entire Agreement.** This agreement constitutes the entire agreement between the parties, and no other promises or understandings, express and implied, shall be binding upon

b. **No Waiver.** Any party’s failure to enforce any provision of this agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

c. **Headings.** The descriptive headings of the paragraphs of this agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this agreement.

d. **Severability.** If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this agreement. This agreement shall otherwise remain in full force and effect provided the fundamental purpose of this agreement and the parties’ ability to complete the Project as set forth herein is not defeated by such severance.

e. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of this agreement.

f. **Attorney's Fees and Costs.** If any party brings legal action either because of a breach of this agreement or to enforce a provision of this agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees and court costs.

g. **Binding Effect.** The benefits and burdens of this agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors in interest and assigns.

h. **No Third Party Rights.** The obligations of the parties set forth in this agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

[SIGNATURE PAGES FOLLOWS]

SUMMARY ACTION ITEM - H.6. RESOLUTION R2018-35

RESOLUTION R2018 - 35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, PROHIBITING THE USE OF AN IGNITION SOURCE INCLUDING FIREWORKS, LIGHTERS AND MATCHES IN CERTAIN AREAS.

WHEREAS, the danger of fire in wildland urban interface areas is expected to be high in and around the City of South Jordan through the 2018 wildland fire season; and

WHEREAS, a fire in a wildland urban interface may pose a risk to life or property; and

WHEREAS, certain wildland urban interface areas within the City have limited access for fire suppression access and efforts; and

WHEREAS, the Fire Code Official for the City of South Jordan has determined that hazardous conditions necessitate controlled use of fireworks, lighters, and matches in wildland urban interface areas in and around the City of South Jordan; and

WHEREAS, Utah Code 15A-5-202.5 allows the legislative body of a municipality within which the hazardous environmental conditions exist to prohibit the ignition or use of an ignition source in a wildland urban interface areas; and

WHEREAS, the legislative body has provided maps of the closed areas and made them readily accessible to the public; and

WHEREAS, the legislative body has determined the hazardous environment has existed for at least two of the last five years; and

WHEREAS, the legislative has provided a map of the closed areas with the City of South Jordan to Salt Lake County prior to May 1, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SOUTH JORDAN CITY, UTAH:

SECTION 1. Definitions. As used in this Resolution:

1. "Fireworks" or "Pyrotechnic Device" means any item or device which produces noise, smoke, showers of sparks, or movement by combustion or explosive materials including all classes of fireworks.
2. "Wildland" means the line, area, or zone where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose.

SECTION 2. Prohibited Acts. Unless explicitly approved through the issuance of a written permit as provided for in Section 3 Exceptions, the City Council of the City of South Jordan prohibits the following activities:

1. The use of any ignition source, including fireworks, lighters, matches, sky lanterns and smoking materials, or other item or device producing an open flame within the natural vegetation border of the Bingham Creek and Jordan River Parkway open space and trail systems, except in a developed picnic area;
2. The possession of any firework or pyrotechnic device within the natural vegetation border of the Bingham Creek and Jordan River Parkway open space and trail systems;
3. The use/discharge of any firework or pyrotechnic device in, or within 200' of the natural vegetation border of the Bingham Creek and Jordan River Parkway open space and trail systems; or

SECTION 3. Exceptions. The Fire Code Official of the City of South Jordan is authorized to evaluate and as appropriate approve necessary exceptions to the prohibited acts as listed in Section 2. Exceptions shall be granted through the issuance of a written "permit" as approved and issued by the Fire Code Official.

SECTION 4. Violations. Any performance of the prohibited acts as listed herein without a permit for an exception shall be prosecuted to the full extent of the law.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon passage.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2018 BY THE FOLLOWING VOTE:**

	YES	NO	ABSTAIN	ABSENT
Brad Marlor	_____	_____	_____	_____
Patrick Harris	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn Ramsey

Attest: _____
City Recorder

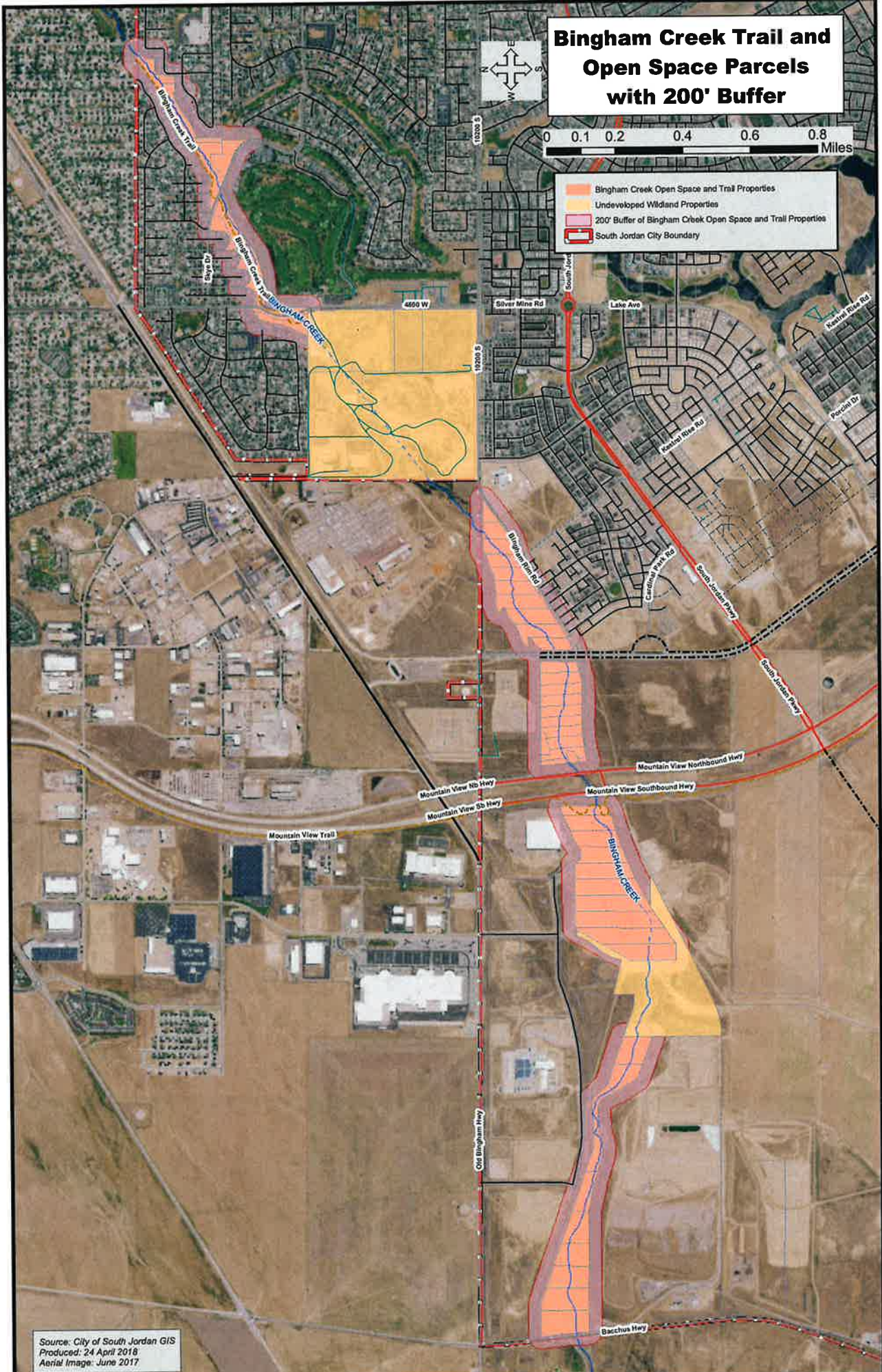
Approved as to form:


Office of the City Attorney

Bingham Creek Trail and Open Space Parcels with 200' Buffer



- Bingham Creek Open Space and Trail Properties
- Undeveloped Wetland Properties
- 200' Buffer of Bingham Creek Open Space and Trail Properties
- South Jordan City Boundary



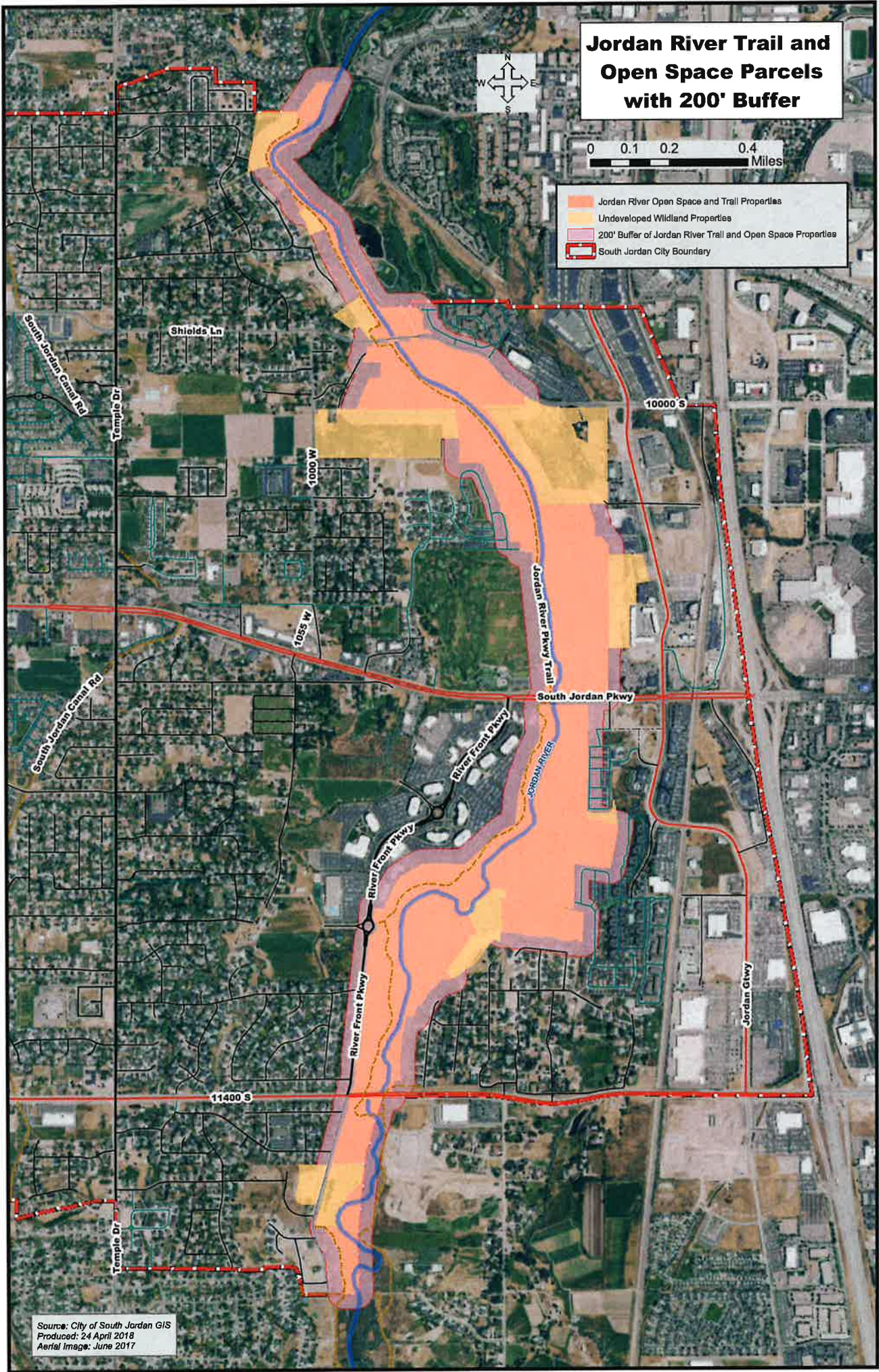
Source: City of South Jordan GIS
 Produced: 24 April 2018
 Aerial Image: June 2017

Jordan River Trail and Open Space Parcels with 200' Buffer



0 0.1 0.2 0.4 Miles

- Jordan River Open Space and Trail Properties
- Undeveloped Wildland Properties
- 200' Buffer of Jordan River Trail and Open Space Properties
- South Jordan City Boundary



Source: City of South Jordan GIS
Produced: 24 April 2018
Aerial Image: June 2017

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF SOUTH JORDAN, a Utah municipal corporation

By: _____

(Print name and title above)

APPROVED AS TO FORM:



Attorney for City

CITY OF HERRIMAN, a Utah municipal corporation

By: _____

(Print name and title above)

APPROVED AS TO FORM:

Attorney for City

PUBLIC HEARING - I: RESOLUTION R2018-21

RESOLUTION R2018 - 21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING THE FY 2017-18 BUDGET FOR SOUTH JORDAN CITY. THE APPROPRIATION AUTHORITY SHALL APPLY TO THE FISCAL YEAR ENDING JUNE 30, 2018.

WHEREAS, the City Council wishes to amend the FY 2017-18 budget to reflect actual revenues and expenditures for activities that have occurred during the course of the year; and

WHEREAS, funding for the appropriations include various revenue sources and fund balances; and

WHEREAS, a public hearing to consider the appropriation has been noticed and held and all interested persons were heard, for or against the appropriation; and

WHEREAS, the City Council finds this action in the best interest of the public's health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Budget Amendment. The FY 2017-18 budget is hereby amended as reflected in Exhibit "A" (attached).

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 19TH DAY OF JUNE, 2018 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

City of South Jordan

State of Utah



FISCAL YEAR 2017-2018

Final Amended Budget

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Budget Letter

June 19, 2018

The Honorable Mayor and
Members of the City Council
South Jordan City, Utah

Re: Fiscal Year 2017-2018 Final Amended Budget

The final amended budget for the second half of fiscal year 2017-2018 has been prepared and is hereby submitted for review and adoption. The final amendment is done to document the various proposed budget adjustments made during the last six months of the current fiscal year. The following paragraphs briefly summarize those proposed adjustments.

General Fund Revenues

During the second half of the fiscal year, General Fund revenues and related expenditures were adjusted to reflect 1) new monies received which was not budgeted, 2) most current revenue projections and 3) reallocation of fund balance restricted for specific expenditures which was not spent in the previous year's budget. The net effect of all the above changes resulted in an increase of total General Fund budget by \$1,257,498. These changes are summarized by category below:

Inter-Governmental Revenues: Departments continue to apply for grants where possible. For the second half of the year, the City received \$20,850 of reimbursable grants and donations.

Public Safety Overtime Reimbursement	20,850
After Hours Inspections	12,706
Risk Claims	55,000
Transportation Improvement Reimbursement	2,100
Total Change	90,656

Use of Fund Balance: Table below reflects the appropriation of fund balance.

Public Safety Vehicles Carryover	28,140
Transfer from Capital Equipment	543,000
Transfer from CIP	475,702
Total Change	1,046,842

Adjustments: Building Permit Revenue was adjusted \$120,000 to cover increase of credit card fees and a building plan check consultant.

Notes to Changes:

Major changes over the last six months are highlighted in red. A detailed description can be found at the end of the budget book as an attachment.

All Other Funds:

Details of changes to all other funds are listed as attachment following the budget book.

Acknowledgement

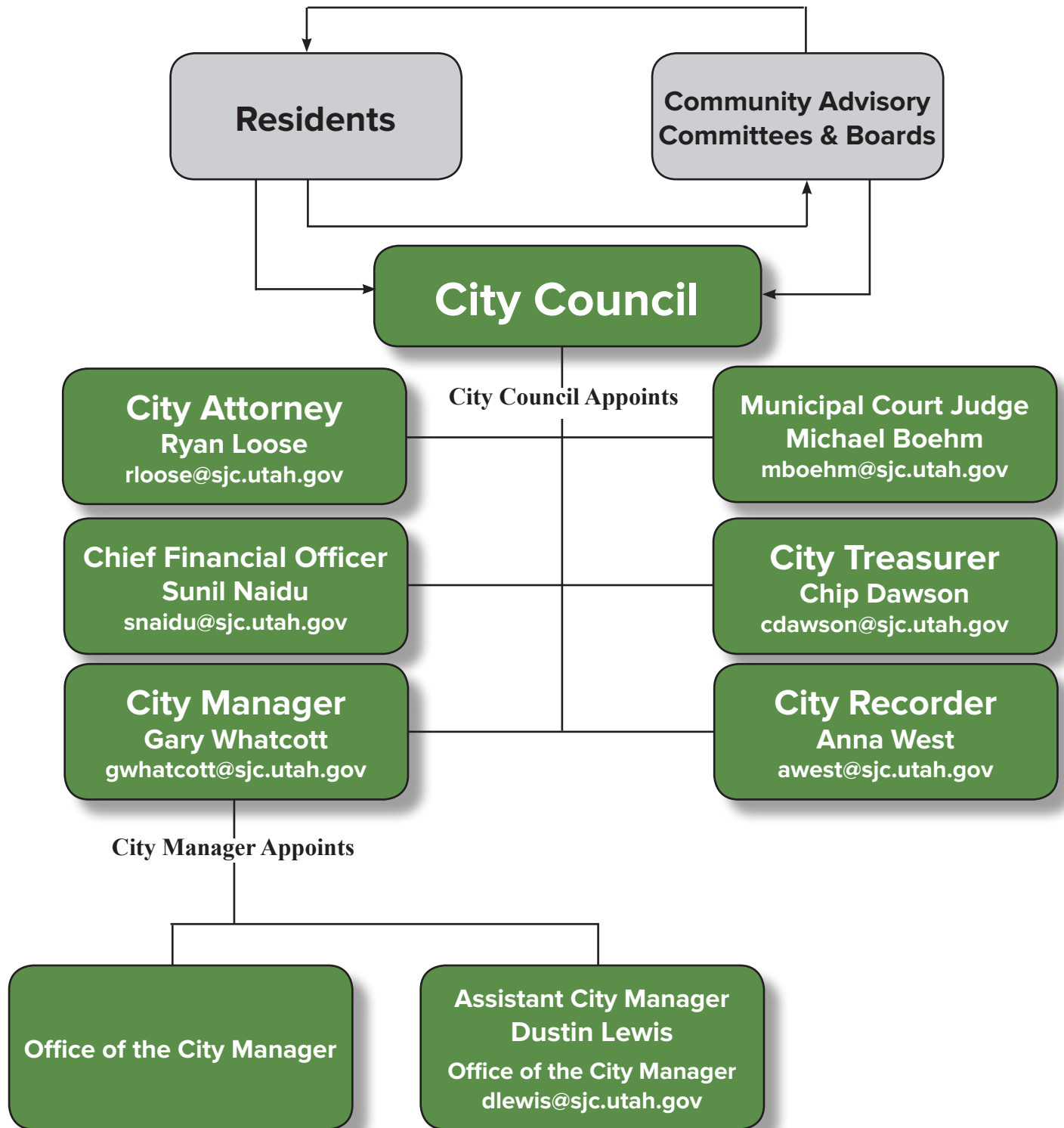
The preparation of the mid-year budget amendment on a timely basis could not have been accomplished without the efforts and dedication of the Finance staff. I would like to express my appreciation to them, the Mayor and City Council and other departments.

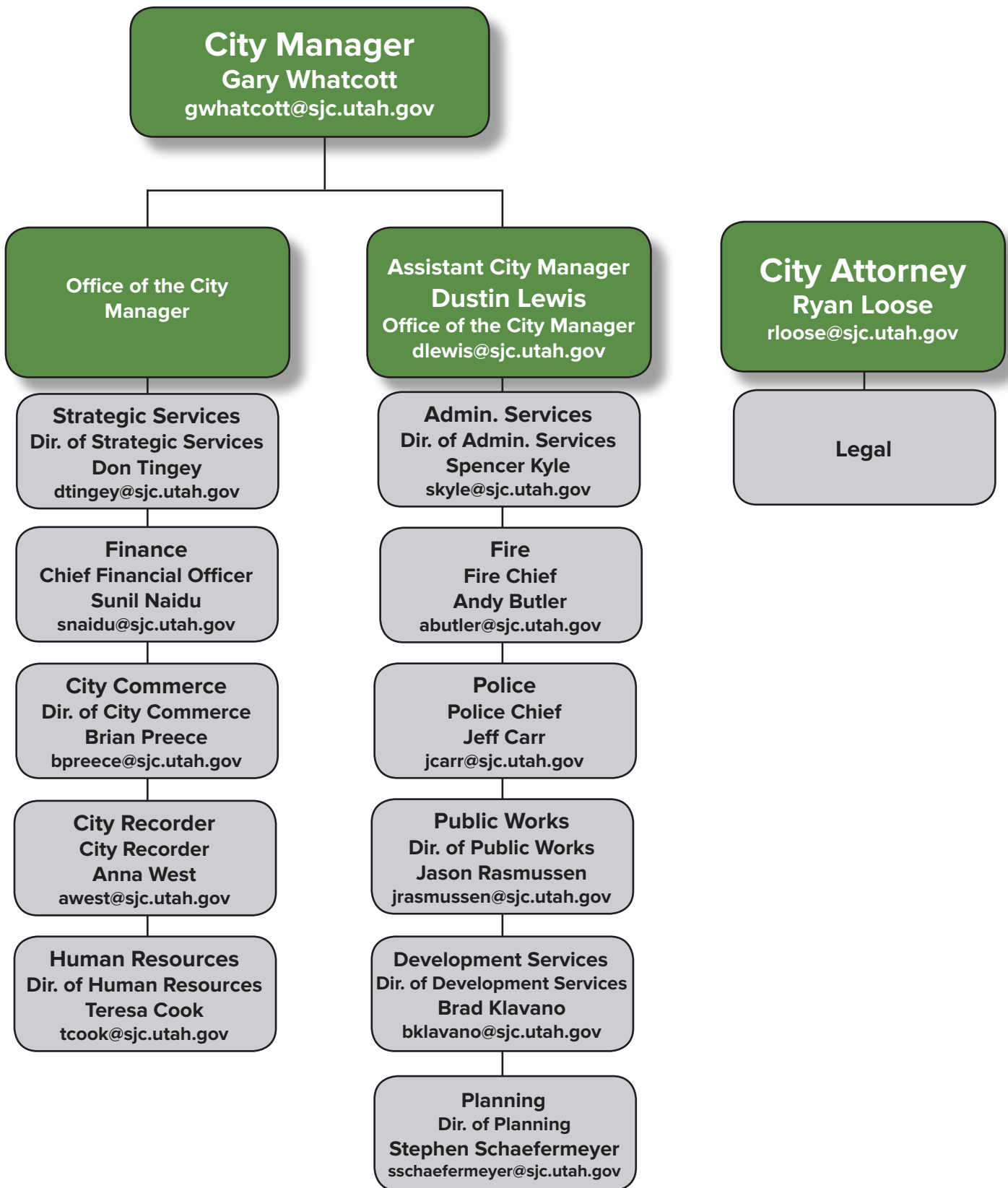
Respectfully submitted,



Sunil K. Naidu
CFO/Budget Officer

Organizational Chart





General Fund Summary

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
REVENUES				
Sales Taxes	\$15,576,742	\$15,576,742	\$0	\$15,576,742
Property Taxes	10,650,702	10,650,702	0	10,650,702
Franchise Taxes	4,426,500	4,426,500	0	4,426,500
Transient Room Tax	67,901	67,901	0	67,901
Cable TV Fees	415,099	415,099	0	415,099
Motor Vehicle Fees	727,716	727,716	0	727,716
Penalties & Interest	8,200	8,200	0	8,200
Class C Road Funds	2,477,603	2,477,603	0	2,477,603
Licenses & Permits	4,599,413	4,599,413	0	4,599,413
Intergovernmental Revenues	391,500	433,127	10,000	443,127
Administration Fees	2,494,594	2,494,594	0	2,494,594
Charges for Services	3,354,128	3,366,128	120,000	3,486,128
Fines and Forfeitures	786,773	786,773	0	786,773
Miscellaneous Revenue	446,350	688,710	80,656	769,366
Total General Fund Revenue	46,423,221	46,719,208	210,656	46,929,864
TRANSFERS IN AND USE OF FUND BALANCE				
Transfers In	8,818	441,343	1,018,702	1,460,045
Use of Fund Balance	0	233,467	28,140	261,607
Total Transfers In and Use of Fund Balance	8,818	674,810	1,046,842	1,721,652
Total Rev, Trans in, and Use of Fund Balance	46,432,039	47,394,018	1,257,498	48,651,516
EXPENDITURES				
Wages and Benefits	29,002,086	29,043,045	16,749	29,059,794
Materials and Supplies	1,555,111	1,704,288	9,490	1,713,778
Operating Expenditures	10,912,584	11,631,626	821,259	12,452,885
Total General Fund Expenditures	41,469,781	42,378,959	847,498	43,226,457
TRANSFERS OUT AND CONTRIBUTION TO FUND BALANCE				
Transfers Out	4,212,258	4,269,258	410,000	4,679,258
Contribution to Fund Balance	750,000	745,801	0	745,801
Total Transfers Out and Contribution to Fund Balance	4,962,258	5,015,059	410,000	5,425,059
Total Exp, Trans Out, and Cont to Fund Balance	46,432,039	47,394,018	1,257,498	48,651,516

Notes to the General Fund Summary

Revenues - Adjusted to account for the receipt of miscellaneous revenue.

Expenditures - Adjusted to account for misc. expenditures and misc. staff changes.

General Fund

The General Fund is the City of South Jordan's primary operating fund. It accounts for all financial resources of the general government except for those required to be accounted for in other funds. The services provided by General Fund departments are primarily paid for through property and sales taxes.

Office of the City Manager

Executive

South Jordan's form of government is called Manager by Ordinance. By State Statute, and by City Ordinance, the City has elected to have a Legislative Branch that is made up of a six member city council, one of which is the mayor. Under this form of government, all Administrative duties are vested in the City Manager. The Executive Department Budget is the title of the City Manager's Budget.

Finance

The Finance division provides useful, timely and reliable financial information and support to City Staff, Management, Council, Citizens and external parties. This includes accounts payable, accounts receivable, payroll, purchasing, treasury, reporting all financial transactions for the City and producing the City's Annual Financial Report (CAFR). Additionally, the Finance division provides budget and financial support for the City's Redevelopment Agency (RDA) and the Municipal Building Authority (MBA).

City Commerce

The City Commerce & Sustainability division coordinates and promotes the implementation of economic development and growth through long-term strategic planning and resource allocation. It also establishes and maintains cooperative-working relationships with other organizations at all levels and in a variety of locations. Business Licenses are also handled by the City Commerce & Sustainability division.

City Recorder

The City Recorder's Office is responsible for maintaining all City records and files through an electronic filing system. The recorder's office also manages all municipal elections, GRAMA requests and public meeting agendas, minutes and recordings.

Human Resources

The Human Resources division is the employee-solving hub of the City. Daily functions support managers in recruiting and hiring the most suitable applicants, employee relations, employee payroll, investigations and performance administration. Benefits are evaluated annually and administered for all qualified employees. Federal and State labor laws and Employee Handbook policies are interpreted and applied to ensure City compliance. Communication between employees and managers is often facilitated through Human Resources staff. Supervisor and employee training is created and presented annually to educate, provide resources and minimize City liability.

Office of the Assistant City Manager

Office of the Assistant City Manager

The Office of the Assistant City Manager is responsible for management direction and support for all City operations, as well as special projects related to City Code, City-wide policies, and other issues.

General Fund

Administrative Services

Administrative Services

Administrative Services is responsible for coordinating the City's emergency management efforts and works with all levels of government and various volunteer organizations to assist and protect the residents of South Jordan from the effects of disasters, both natural and man-made. Administrative Services supports the community before, during and after unusual events and major disasters by focusing on mitigation, preparedness, response and recovery activities.

Risk and Emergency Management

Risk Management exists to encourage, develop and maintain a safe work place and community. The division is responsible to create an environment that promotes and fosters safe practices by employees that eliminates and/or reduces the potential for accidents to person or property. These efforts include awareness through training and education, adherence to policies and procedures adopted in compliance with State and Federal law and recommendations by the Utah Risk Mutual Management Association and others for best management practices. This also extends to working in the community to promote the general health, safety and welfare of our residents and visitors to our community.

Information Services

Information Services provides all the electronic voice and data communication connectivity for the staff of South Jordan. This service includes all internal communication along with interface to the residents of the City. This division provides and maintains all software programs and data storage including all relative hardware.

Court

The Justice Court Judge exercises authority over matters within the court's jurisdiction and conducts proceedings, hearings and trials. The Justice Court staff supports the administration of justice by handling all public inquiries, maintaining files and permanent records and providing court security and transportation of prisoners.

Communications/Media/Marketing

The Communications/Media/Marketing assists elected officials and city staff in developing and implementing messages to the public. The Communications Coordinator serves as the City spokesperson and works with the media in coordinating and delivering interviews and issuing press releases. In addition, the City Communication Coordinator manages and maintains the City's social media sites.

Information Center

The Information Center is a centralized group of problem-solvers who assist citizens when they call or visit City Hall. The agents who work in this division take utility payments, accept business license applications and renewals, register participants for recreation programs, fill out work order requests and much more. Agents are also able to redirect citizens to appropriate staff members when additional information or expertise is needed, ensuring they are directed to the best person to address the citizens questions or concerns.

General Fund

Recreation and Event Programs

The Community Services Program division provides a variety of youth and adult recreation, community events and education programs.

Gale Center

The Gale Center division provides preservation and education of South Jordan City and local history. Programs include educational lectures and art series, as well as hands-on exhibits and display space for historical museum items, artwork and educational exhibits.

Facilities

The facilities division provides preventative and routine maintenance as well as custodial services to all city owned facilities. They also evaluate facilities utility related equipment to effectively conserve power or natural gas costs.

Seniors

The Senior division provides programs for Seniors at the Community Center. The Community Center also hosts other community programs and meeting space for both public and private events. The Community Center is “home base” for the South Jordan Youth Council.

Parks

The Parks, Trails and Open Space division provides maintenance to over 400 acres of park space which includes 30 parks with maintenance for the following items; playgrounds, restrooms, pavilions, tennis courts, basketball courts, volleyball courts, horseshoes and drinking fountains, along with maintenance of recreational sport fields (baseball/Softball, football).

Development Services

Building

The Building and Safety Division promotes the general health, safety and welfare of South Jordan citizens by effectively administering and enforcing building regulations mandated by City and State governments. We provide professional and accurate understanding of adopted codes and ordinances throughout the residential and commercial building process. Using a proactive approach to educate and request compliance of the Municipal Code in a friendly, fair, and impartial manner, Code Compliance Inspectors assist in maintaining the aesthetic appeal and property values of the City.

Engineering

The Engineering Division develops master plans for the storm drain, transportation and culinary water systems within the City. Master plans take into account existing and future needs of the City. The Engineering Division ensures that projects are constructed in accordance with City codes, plans, and other appropriate industry specifications. The Division manages the Capital Improvement Program (CIP) and oversees the designs, bids, and construction of CIP Projects. In addition, the Division addresses traffic concerns and issues within the City of South Jordan.

General Fund

Planning

The Planning and Zoning Division guides the planned physical development of the city in a manner that preserves the quality of life for South Jordan residents, by ensuring that all new planning programs and development projects comply with the City's adopted General Plan. Advice and technical support is provided to the City Council and Planning Commission regarding the compliance of all development proposals with the City's Land Use and Development Codes. In addition, the Division does analysis and prepares reports pertaining to the development and maintenance of the General Plan, the drafting of new and the amendment of existing land use ordinances and the review of private development projects. The division also provides information to assist residents in understanding the General Plan, Land Use Codes and Development Codes and how they apply to their property or to development project proposals. It is always the Planning and Zoning Division's goal to fulfill the objectives of the General Plan, provide applicants with efficient review of proposed projects and provide South Jordan residents appropriate opportunities to participate in land use and development decisions.

Fire Department

As leaders in fire, rescue, and pre-hospital emergency medicine the South Jordan Fire Department provides innovative, high-quality, and efficient service with unwavering professionalism and reliability. Operating out of two stations, in FY 2015 (the period from July 1, 2014 - March 18, 2015) the fire department responded to 2,672 calls for assistance with a projected total number of calls to be 3,900 - 4,000 by June 30, 2015. These calls range from structure fires and emergency medical calls to specialized hazardous materials and technical rescue calls as well as inter-facility transfers between the South Jordan Health Center and the main University of Utah campus in Salt Lake City.

Police Department

The Police Department is fully dedicated to providing an environment of safety, security confidence and well-being for all citizens who reside, conduct business, recreate or travel through or within the community. Police services are rendered with an emphasis on best practices and ongoing officer training in areas such as preservation of human life, crime prevention, criminal investigation and prosecution, traffic management, data collection and maintenance, public education, fiscal prudence and creative problem solving.

Animal Control

The Animal Control division is responsible for the safety and well-being of animals of all types. The division is well trained to investigate animal related complaints, enforce relevant laws and ordinances, apprehend unlicensed or stray animals and remove dead or injured animals as needed. They also manage the animal control shelter, where basic care such as food, water and appropriate medical attention are provided to any housed animals as needed.

Public Works

Public Works Admin

Public Works Administration consists of one director, one associate director, and three administrative support positions. Public Works Admin oversees the following division: Streets, Street Lighting, Water, Secondary Water, Storm Water, Sanitation, Recycling, Parks Maintenance, and Fleet Management.

General Fund

Fleet

The Fleet division is an internal support team providing repair and maintenance for all city vehicles and equipment. Fleet currently maintains and repairs over 190 vehicles and around 130 other miscellaneous pieces of large equipment, as well as numerous small equipment and hand tools. The Fleet division also manages a diesel/gasoline fuel station located in the Public Works maintenance yard.

Cemetery

Every effort is made to maintain the cemetery with the respect deserved of the deceased. Our staff works with funeral directors and the public to ensure the burial portion of the death process is handled professionally and with compassion for each individual's needs.

Street Lighting

The Streetlight division manages and maintains over 5,300 street lights within the City and growing at a rate of approximately 150 additional street lights each year. The Streetlight division employees assist all city departments with electrical installing, changes and repair in City buildings. Additionally, the division coordinates with Rocky Mountain Power to maintain an additional 830 street lights.

Streets

The Streets division maintains roads, sidewalks, street signs, and provides graffiti removal and snow removal. The Streets division services are rendered with an emphasis on best management practices, Federal requirements along with trained personnel in all related areas such as preservation of pedestrian safety, roadway striping, concrete and asphalt preservation programs, equipment maintenance, traffic management, data collection and reporting, and creative problem solving.

Office of the City Attorney

Office of the City Attorney

The Office of the City Attorney, under the independent direction of the City Attorney, provides a full scope of in-house legal counsel services including general counsel and transactional advice, risk management, litigation, representation, outside counsel oversight, criminal prosecution, government relations, and legislative representation services to the City Corporations, the City Council, the City administration, and the City's affiliated entities and personnel. The Office provides services to and on behalf of the City of South Jordan, a Utah municipal corporation; it does not represent or provide legal services to individual citizens or businesses.

General Fund, All Departments

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
<u>Office of the City Manager</u>				
Executive				
Wages and Benefits	1,109,827	1,109,827	(158,000)*	951,827
Materials and Supplies	84,546	59,496	360	59,856
Operating Expenditures	292,462	275,337	5,840	281,177
Total Executive	1,486,835	1,444,660	(151,800)	1,292,860
*Transferred to other departments to cover career ladders, insurance and retirement changes.				
Human Resources				
Wages and Benefits	482,954	482,954	(43,000)*	439,954
Materials and Supplies	36,938	35,938	(2,848)	33,090
Operating Expenditures	89,072	90,072	2,848	92,920
Total Human Resources	608,964	608,964	(43,000)	565,964
*Transferred to other departments to cover insurance and retirement changes.				
Finance				
Wages and Benefits	1,687,410	1,687,410	61,000*	1,748,410
Materials and Supplies	255,175	255,175	0	255,175
Operating Expenditures	464,213	495,896	6,800	502,696
Total Finance	2,406,798	2,438,481	67,800	2,506,281
*Position and budget transferred from Police.				
City Commerce & Sustainability				
Wages and Benefits	238,744	238,744	11,000*	249,744
Materials and Supplies	14,210	14,210	0	14,210
Operating Expenditures	6,390	6,390	0	6,390
Total City Commerce & Sustainability	259,344	259,344	11,000	270,344
*Transfer for insurance and retirement changes.				
Recorder				
Wages and Benefits	209,969	209,969	0	209,969
Materials and Supplies	31,050	31,050	0	31,050
Operating Expenditures	184,480	184,480	0	184,480
Total Recorder	425,499	425,499	0	425,499

General Fund, All Departments

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
<u>Office of the Assistant City Manager</u>				
Office of the Assistant City Manager				
Wages and Benefits	176,586	176,586	7,500	184,086
Materials and Supplies	17,963	17,963	0	17,963
Operating Expenditures	87,129	119,654	0	119,654
Total Office of the ACM	281,678	314,203	7,500	321,703
<u>Administrative Services</u>				
Administrative Services				
Wages and Benefits	703,265	703,265	(50,500)*	652,765
Materials and Supplies	9,800	5,800	0	5,800
Operating Expenditures	75,775	64,075	0	64,075
Total Administrative Services	788,840	773,140	(50,500)	722,640
*Position and budget transferred to Office of the City Attorney.				
Risk & Emergency Management				
Wages and Benefits	75,593	75,593	4,500	80,093
Materials and Supplies	0	8,600	0	8,600
Operating Expenditures	569,136	589,346	55,000*	644,346
Total Risk & Emergency Management	644,729	673,539	59,500	733,039
*Account for receipt of additional insurance claims.				
Communications/Media/Marketing				
Wages and Benefits	117,567	117,567	1,000	118,567
Materials and Supplies	17,500	72,206	0	72,206
Operating Expenditures	40,700	43,100	(595)	42,505
Total Communications/Media/Marketing	175,767	232,873	405	233,278
Information Services				
Wages and Benefits	878,420	878,420	0	878,420
Materials and Supplies	22,540	25,540	0	25,540
Operating Expenditures	560,327	557,327	0	557,327
Total Information Services	1,461,287	1,461,287	0	1,461,287

General Fund, All Departments

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Court				
Wages and Benefits	341,624	341,624	0	341,624
Materials and Supplies	18,532	18,532	0	18,532
Operating Expenditures	59,426	26,051	0	26,051
Total Court	419,582	386,207	0	386,207
Information Center				
Wages and Benefits	454,238	454,238	7,000	461,238
Materials and Supplies	37,375	37,375	2,000	39,375
Operating Expenditures	1,600	1,600	0	1,600
Total Information Center	493,213	493,213	9,000	502,213
Recreation & Event Programs				
Wages and Benefits	529,772	529,772	0	529,772
Materials and Supplies	69,696	10,390	0	10,390
Operating Expenditures	500,465	504,129	0	504,129
Total Recreation & Event Programs	1,099,933	1,044,291	0	1,044,291
Gale Center				
Materials and Supplies	4,220	4,220	0	4,220
Operating Expenditures	38,462	38,462	0	38,462
Total Gale Center	42,682	42,682	0	42,682
Facilities				
Wages and Benefits	675,712	675,712	12,500*	688,212
Materials and Supplies	146,153	205,390	0	205,390
Operating Expenditures	390,232	380,772	0	380,772
Total Facilities	1,212,097	1,261,874	12,500	1,274,374
*Transfer for insurance and retirement changes.				
Seniors				
Wages and Benefits	191,754	191,754	4,000	195,754
Materials and Supplies	12,050	12,050	0	12,050
Operating Expenditures	44,010	44,010	0	44,010
Total Seniors	247,814	247,814	4,000	251,814

General Fund, All Departments

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Parks				
Wages and Benefits	1,439,925	1,439,925	0	1,439,925
Materials and Supplies	237,193	237,193	0	237,193
Operating Expenditures	629,113	782,499	0	782,499
Total Parks	2,306,231	2,459,617	0	2,459,617
Planning				
Planning				
Wages and Benefits	657,279	657,279	28,500*	685,779
Materials and Supplies	18,218	18,218	0	18,218
Operating Expenditures	21,664	21,664	0	21,664
Total Planning	697,161	697,161	28,500	725,661
*Transfer to cover additional cost of new position.				
Development Services				
Engineering				
Wages and Benefits	1,751,319	1,751,319	48,206*	1,799,525
Materials and Supplies	41,500	41,500	0	41,500
Operating Expenditures	129,550	129,550	10,100*	139,650
Total Engineering	1,922,369	1,922,369	58,306	1,980,675
*\$48,206 overtime reimbursements for after hours inspections and transfer for insurance and retirement changes. \$8,000 transferred from Class C for Signal Maintenance.				
Building				
Wages and Benefits	1,275,926	1,275,926	0	1,275,926
Materials and Supplies	21,930	21,930	0	21,930
Operating Expenditures	100,360	100,360	120,000*	220,360
Total Building	1,398,216	1,398,216	120,000	1,518,216
*Expenditures increased for credit card fees and plan review consultant.				
Fire				
Fire				
Wages and Benefits	6,066,897	6,090,815	6,581	6,097,396
Materials and Supplies	100,525	104,825	3,318	108,143
Operating Expenditures	386,155	381,855	(3,318)	378,537
Total Fire	6,553,577	6,577,495	6,581	6,584,076

General Fund, All Departments

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Police				
Police				
Wages and Benefits	6,595,632	6,604,165	(65,538)*	6,538,627
Materials and Supplies	117,017	216,707	10,160*	226,867
Operating Expenditures	553,331	594,957	5,000*	599,957
Total Police	7,265,980	7,415,829	(50,378)	7,365,451
* \$60,538 transferred to other departments for insurance and retirement changes. \$10,000 was a grant for body cameras. \$5,000 transferred from Salaries for the RISE program.				
Animal Control				
Wages and Benefits	181,605	181,605	2,000	183,605
Materials and Supplies	6,432	14,432	0	14,432
Operating Expenditures	13,036	13,036	0	13,036
Total Animal Control	201,073	209,073	2,000	211,073
Public Works				
Public Works Admin				
Wages and Benefits	593,661	593,661	74,000*	667,661
Materials and Supplies	16,120	16,120	500	16,620
Operating Expenditures	37,842	37,842	(500)	37,342
Total Public Works Admin	647,623	647,623	74,000	721,623
* \$74,000 transfer for career ladders, insurance and retirement changes.				
Fleet				
Wages and Benefits	421,098	422,298	16,500	438,798
Materials and Supplies	22,794	22,794	0	22,794
Operating Expenditures	2,248,526	2,247,326	561,842*	2,809,168
Total Fleet	2,692,418	2,692,418	578,342	3,270,760
* \$561,842 transferred from Capital Equipment for Public Safety Vehicle leases.				
Cemetery				
Wages and Benefits	158,008	158,008	4,000	162,008
Materials and Supplies	34,807	34,807	(4,000)	30,807
Operating Expenditures	576,020	461,659	4,000	465,659
Total Cemetery	768,835	654,474	4,000	658,474

General Fund, All Departments

Streetlighting

Wages and Benefits	150,262	150,262	10,500*	160,762
Materials and Supplies	62,325	62,325	0	62,325
Operating Expenditures	46,543	45,983	0	45,983
Total Streetlighting	259,130	258,570	10,500	269,070

*Transfer for insurance and retirement changes.

Streets

Wages and Benefits	1,132,354	1,139,663	0	1,139,663
Materials and Supplies	62,311	62,311	0	62,311
Operating Expenditures	236,552	239,667	0	239,667
Total Streets	1,431,217	1,441,641	0	1,441,641

Class C Road Funds

Operating Expenditures	2,477,613	3,044,296	(6,353)	3,037,943
Total Class C Road Funds	2,477,613	3,044,296	(6,353)	3,037,943

Office of the City Attorney

Office of the City Attorney

Wages and Benefits	704,685	704,685	35,000*	739,685
Materials and Supplies	36,191	37,191	0	37,191
Operating Expenditures	52,400	110,230	60,595*	170,825
Total Office of the City Attorney	793,276	852,106	95,595	947,701

*Position and budget transferred from Admin. Services.
\$60,000 transfer for approved Lobbyist.

Total General Fund All Departments	41,469,781	42,378,959	847,498	43,226,457
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Notes to General Fund All Departments

Wages & Benefits - Adjusted to account for overtime reimbursements for Police and Fire, career ladder increases and misc. staff changes.

Operating Expenditures - Departments re-align resources toward programs which will accomplish City goals and objectives.

Special Revenue Fund

South Jordan's special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes. South Jordan currently maintains six special revenue funds.

Redevelopment Agency (RDA)

The Redevelopment Agency of South Jordan exists to improve blighted areas within the City and encourage economic development. The Redevelopment Agency works with City staff to maintain RDA, CDA and EDA projects and areas.

RDA Housing

RDA Housing invests obligatory funds towards improving housing within the City. Housing funds can be used for a variety of purposes, including (but not limited to): infrastructure, affordable housing projects, senior housing, interest rate buy-downs, and contributions to the Olene Walker housing fund.

CDA

The CDA fund includes projects #12 Commerce Park, #13 South Station and #14 Tim Dahle Nissan. It is part of the general RDA efforts of the City.

Community Development Block Grant (CDBG)

The City administers Community Development Block Grant (CDBG) Funds received from the U.S. Department of Housing and Urban Development (HUD). With the population reported by the 2010 Census, the City became eligible to receive CDBG funds directly from HUD. Annual funds received are determined by a formula which accounts for such things as total population, growth and poverty.

Storm Water

The Storm Water division is responsible for the maintenance, cleaning and inspection of storm water infrastructure within the City to ensure that it is working properly during storm events to mitigate flooding and any subsequent damage. This includes street sweeping which prevents debris from entering the storm drain system thus hindering it from functioning properly. The Storm Water division is also responsible for maintaining compliance with Federal and State permits. Some of the activities to maintain compliance include public education and outreach programs, location, investigation and eliminating illegal discharges into the storm drain system, monitoring and enforcing runoff and erosion control processes concerning construction activities and minimizing adverse impacts on storm water quality after construction.

Fitness Center

The Fitness and Aquatics Center provides daily fitness, aquatic and recreational programs for youth and adults. Fitness classes range from personal training to group classes at all levels. Aquatic programs include swimming lessons, water fitness, merit badge classes, leisure swim and pre-comp swim team. A variety of year round recreation programs are also available for youth and adults.

Special Revenue, Redevelopment Agency

	Adopted Budget FY 17-18	Amended Budget 1/16/2017	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Project #1 Towers Increment	\$415,000	\$415,000	\$0	\$415,000
Project #2 Harmons	230,000	230,000	0	230,000
Project #5 South Jordan Parkway Increment	620,000	620,000	0	620,000
Project #6 South I-15 Frontage	390,000	390,000	0	390,000
Project #7 North Jordan Gateway Increment	540,000	540,000	0	540,000
Project #8 South Towne Center Increment	230,000	230,000	0	230,000
Project #10 South Bangerter	1,240,000	1,240,000	0	1,240,000
Project #11 Merit Medical	890,000	890,000	0	890,000
Admin. Fee - CDA	120,000	120,000	0	120,000
Total Revenues	4,675,000	4,675,000	0	4,675,000
Transfer From Other Funds				
Use of Fund Balance	270,413	270,413	0	270,413
Total Trans From Other Funds	270,413	270,413	0	270,413
Total Revenues and Transfers	4,945,413	4,945,413	0	4,945,413
Operating Expenditures				
Materials and Supplies	67,075	67,075	0	67,075
Operating Expenditures	547,269	547,269	0	547,269
Debt Service	866,210	866,210	0	866,210
Trustee Fees	1,813	1,813	0	1,813
Total Operating Expenditures	1,482,367	1,482,367	0	1,482,367
Project Expenditures				
Tax Increment Commitments	1,847,370	1,847,370	0	1,847,370
Total Project Expenditures	1,847,370	1,847,370	0	1,847,370

Special Revenue, Redevelopment Agency

	Adopted Budget FY 17-18	Amended Budget 1/16/2017	Jan-Jun Adjustments	Final Budget FY 17-18
Transfers Out				
Transfer to General Fund	19	19	0	19
Transfer to General Debt Service Fund	766,838	766,838	0	766,838
Transfer to CDA	125,000	125,000	0	125,000
Transfer to MBA	723,819	723,819	0	723,819
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	1,615,676	1,615,676	0	1,615,676
Total Expenditures	4,945,413	4,945,413	0	4,945,413

Notes to Redevelopment Agency Fund

No changes.

Special Revenue, RDA Housing

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Housing Revenue	\$885,000	\$885,000	\$0	\$885,000
Total Revenues	885,000	885,000	0	885,000
Transfer From Other Funds				
Use of Fund Balance	588,749	588,749	0	588,749
Total Trans From Other Funds	588,749	588,749	0	588,749
Total Revenues and Transfers	1,473,749	1,473,749	0	1,473,749
Operating Expenditures				
Debt Service	328,562	328,562	0	328,562
Trustee Fees	187	187	0	187
Total Operating Expenditures	328,749	328,749	0	328,749
Project Expenditures				
Housing Program	1,145,000	1,145,000	0	1,145,000
Total Project Expenditures	1,145,000	1,145,000	0	1,145,000
Transfers Out				
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	0	0	0	0
Total Expenditures	1,473,749	1,473,749	0	1,473,749

Notes to Redevelopment Housing Fund

No changes.

Special Revenue, CDA

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Project#12 Commerce Park	\$3,900,000	\$3,900,000	\$0	\$3,900,000
Project#13 South Station	800,000	800,000	0	800,000
Total Revenues	4,700,000	4,700,000	0	4,700,000
Transfer From Other Funds				
Transfer from RDA	125,000	125,000	0	125,000
Use of Fund Balance	1,780,000	1,780,000	0	1,780,000
Total Trans From Other Funds	1,905,000	1,905,000	0	1,905,000
Total Revenues and Transfers	6,605,000	6,605,000	0	6,605,000
Operating Expenditures				
Operating Expenditures	120,000	120,000	0	120,000
Infrastructure Maintenance	150,000	150,000	0	150,000
Total Operating Expenditures	270,000	270,000	0	270,000
Project Expenditures				
Tax Increment Commitments	6,085,000	6,085,000	0	6,085,000
Capital Reserve	250,000	250,000	0	250,000
Total Project Expenditures	6,335,000	6,335,000	0	6,335,000
Transfers Out				
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	0	0	0	0
Total Expenditures	6,605,000	6,605,000	0	6,605,000

Notes to CDA Fund

No changes.

Special Revenue, CDBG

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
CDBG Grant	\$214,252	\$308,854	\$0	\$308,854
Total Revenues	214,252	308,854	0	308,854
Transfer From Other Funds				
Use of Fund Balance	0	0	0	0
Total Trans From Other Funds	0	0	0	0
Total Revenues and Transfers	214,252	308,854	0	308,854
Operating Expenditures				
Wages and Benefits	12,167	12,167	0	12,167
Public Facilities	147,115	235,711	0	235,711
Senior Transportation	4,500	0	0	0
The Road Home	5,000	4,750	0	4,750
South Valley Sanctuary	4,500	4,750	0	4,750
Family Support Center	4,500	0	0	0
Legal Aid Society of Utah	3,000	3,325	0	3,325
Salt Lake Community Action Program	4,500	7,125	0	7,125
Community Health Clinic	6,137	8,072	0	8,072
Inn Between	0	3,325	0	3,325
Administrative Charges	22,833	29,629	0	29,629
Total Operating Expenditures	214,252	308,854	0	308,854
Transfers Out				
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	0	0	0	0
Total Expenditures	214,252	308,854	0	308,854

Notes to CDBG Fund

No changes.

Special Revenue, Storm Water

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Storm Water Fees	\$2,119,500	\$2,119,500	\$0	\$2,119,500
Investment Earnings	36,000	36,000	0	36,000
Miscellaneous Revenue	750	750	0	750
Total Revenues	2,156,250	2,156,250	0	2,156,250
Transfer From Other Funds				
Use of Fund Balance	1,652,538	1,728,640	0	1,728,640
Total Trans From Other Funds	1,652,538	1,728,640	0	1,728,640
Total Revenues and Transfers	3,808,788	3,884,890	0	3,884,890
Operating Expenditures				
Employee Wages and Benefits	718,203	718,203	0	718,203
Materials and Supplies	48,000	54,000	6,100	60,100
Operating Expenditures	527,044	520,405	(6,100)	514,305
Total Operating Expenditures	1,293,247	1,292,608	0	1,292,608
Project Expenditures				
Capital Expenditures	50,000	36,216	0	36,216
Storm Water Master Plan	0	50,000	0	50,000
Misc Storm Drain Projects	60,000	60,000	0	60,000
Total Project Expenditures	110,000	146,216	0	146,216
Transfers Out				
Transfer to General Fund	2,941	43,466	0	43,466
Transfer to Capital Projects	2,402,600	2,402,600	0	2,402,600
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	2,405,541	2,446,066	0	2,446,066
Total Expenditures	3,808,788	3,884,890	0	3,884,890

Notes to Storm Drain Fund

Interdepartmental transfers for accuracy.

Special Revenue, Fitness Center

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Membership Revenues	\$606,000	\$586,000	\$0	\$586,000
Day Pass Revenues	230,000	230,000	0	230,000
Silver Sneakers	67,319	67,319	0	67,319
Silver & Fit	2,970	2,970	0	2,970
Day Care	16,800	14,000	0	14,000
Aquatic Programs	85,000	25,000	0	25,000
Adult Programs	9,500	9,500	0	9,500
Recreation Revenue	480,000	480,000	0	480,000
Camp Programs	112,000	102,000	0	102,000
Concessions Revenue	20,000	20,000	0	20,000
Vending Revenues	20,000	30,000	0	30,000
Pro Shop	3,500	3,500	0	3,500
Outside Organizations	30,000	30,000	0	30,000
Room Rental	40,000	40,000	0	40,000
SoJo Marathon	50,000	25,000	0	25,000
Other Grants & Donations	5,000	9,750	0	9,750
Sale of Surplus Property	5,000	5,000	0	5,000
Total Revenues	1,783,089	1,680,039	0	1,680,039
Transfer From Other Funds				
Transfer from General Fund	0	5,000	0	5,000
Use of Fund Balance	0	0	0	0
Total Trans From Other Funds	0	5,000	0	5,000
Total Revenues and Transfers	1,783,089	1,685,039	0	1,685,039
Operating Expenditures				
Employee Wages and Benefits	789,262	789,262	0	789,262
Materials and Supplies	421,200	426,200	0	426,200
Operating Expenditures	408,528	408,628	0	408,628
Total Operating Expenditures	1,618,990	1,624,090	0	1,624,090
Project Expenditures				
Capital Replacement Reserve	60,000	60,000	0	60,000
Total Project Expenditures	60,000	60,000	0	60,000

Special Revenue, Fitness Center

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Transfers Out				
Transfer to General Fund	949	949	0	949
Contribution to Fund Balance	103,150	0	0	0
Total Transfers Out	104,099	949	0	949
Total Expenditures	1,783,089	1,685,039	0	1,685,039

Notes to Fitness Center Fund

No changes.

Enterprise Fund

South Jordan's enterprise funds function and operate much like a private business and charge fees to users that cover most or all of the costs. South Jordan currently maintains five enterprise funds.

Water

The Water division provides safe and high quality water with sufficient pressure, and at proper flows that exceed state standards. This is accomplished through compliance, state standards sampling, system upgrades, quick response to resident concerns and system failures, and continuous monitoring of tanks and delivery points.

Water CIP

This fund is used to account for the construction of major water infrastructure projects within the city.

Secondary Water

The Secondary Water division manages the delivery of irrigation water to 3,500 South Jordan residential properties via a gravity and pumped distribution system.

Sanitation

The Sanitation division administers and manages a number of solid waste and refuse services. The City contracts with Ace Recycling & Disposal for residential curbside garbage pickup. The Sanitation division provides residences with 96-gallon containers for both garbage services and is responsible for the delivery and repair of the 21,000 containers.

Recycling

The Recycling division administers and manages curbside recycle pickup and additional recycle services. The City maintains 17,000 residential co-mingle recycling cans in the field.

Mulligans

Mulligans offers golfing and entertainment opportunities for the entire family including 2 nine hole executive courses, driving range with 32 covered and heated hitting stations, 36 holes of miniature golf and 8 batting cages with softball and baseball. The facility also hosts a snack bar, pro shop and PGA golf instruction for all golfers including a comprehensive junior golf program.

Enterprise Fund, Water

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Water Sales - Base Rate	\$8,455,300	\$8,455,300	\$0	\$8,455,300
Water Sales - Consumption	\$8,282,200	\$8,282,200	\$0	8,282,200
Finance Charges	204,000	204,000	0	204,000
Investment Earnings	65,000	65,000	0	65,000
Miscellaneous Revenue	5,000	9,580	0	9,580
Water Meter Sets	200,000	200,000	0	200,000
Hydrant Meter Rental	20,000	20,000	0	20,000
Commercial/Landscape Meters	30,000	30,000	0	30,000
Sale of Capital Assets	70,000	70,000	0	70,000
Grants and Donations	0	0	1,055	1,055
Total Revenues	17,331,500	17,336,080	1,055	17,337,135
Transfer From Other Funds				
Transfer from Water Impact Fees	1,594,127	1,594,127	0	1,594,127
Use of Fund Balance	0	52,324	373,091*	425,415
Total Trans From Other Funds	1,594,127	1,646,451	373,091	2,019,542
Total Revenues and Transfers	18,925,627	18,982,531	374,146	19,356,677
Operating Expenditures				
Employee Wages and Benefits	1,507,429	1,509,617	0	1,509,617
Materials and Supplies	93,550	93,550	0	93,550
Operating Expenditures	11,187,655	11,242,371	1,055	11,243,426
Debt Expenditures	3,355,534	3,355,534	0	3,355,534
Total Operating Expenditures	16,144,168	16,201,072	1,055	16,202,127
Transfers Out				
Transfer to General Fund	2,957	2,957	0	2,957
Transfer to Water CIP General	2,565,000	2,565,000	373,091	2,938,091
Contribution to Fund Balance	213,502	213,502	0	213,502
Total Transfers Out	2,781,459	2,781,459	373,091	3,154,550
Total Expenditures	18,925,627	18,982,531	374,146	19,356,677

Notes to Water Fund

*Fund Balance transferred to Water CIP for water projects. (See next page)

Enterprise Fund, Water CIP

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Donations/Reimbursements	0	0	\$559,857*	\$559,857
Total Revenues	0	0	559,857	559,857
Transfer From Other Funds				
Transfer from Water Operations	2,565,000	2,565,000	373,091*	2,938,091
Transfer from Secondary Water	165,000	165,000	0	165,000
Transfer from General Fund	0	12,000	0	12,000
Transfer from General CIP	0	0	100,000*	100,000
Water Impact Fee Use of Fund Balance	1,594,127	1,594,127	0	1,594,127
Use of Fund Balance	0	6,205,034	0	6,205,034
Total Trans From Other Funds	4,324,127	10,541,161	473,091	11,014,252
Total Revenues and Transfers	4,324,127	10,541,161	1,032,948	11,574,109
Project Expenditures				
Water Projects	2,565,000	7,437,862	1,032,948	8,470,810
Secondary Water Projects	165,000	1,509,172	0	1,509,172
Total Project Expenditures	2,730,000	8,947,034	1,032,948	9,979,982
Transfers Out				
Transfer to Water Operating Fund	1,594,127	1,594,127	0	1,594,127
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	1,594,127	1,594,127	0	1,594,127
Total Expenditures	4,324,127	10,541,161	1,032,948	11,574,109

Notes to Water CIP Fund

***Reimbursements:**

1. \$559,857 for Tank 7/8A.

Transfers:

1. \$373,091 from Water operations for Beckstead Ditch (R2017-58).
2. \$100,000 from General CIP for Koridine Transite Replacement.

Enterprise Fund, Secondary Water

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Irrigation Water Sales	\$737,293	\$737,293	\$0	\$737,293
Total Revenues	737,293	737,293	0	737,293
Transfer From Other Funds				
Use of Fund Balance	116,006	116,006	0	116,006
Total Trans From Other Funds	116,006	116,006	0	116,006
Total Revenues and Transfers	853,299	853,299	0	853,299
Operating Expenditures				
Employee Wages and Benefits	237,422	237,422	0	237,422
Materials and Supplies	16,845	16,845	0	16,845
Operating Expenditures	432,821	432,821	0	432,821
Total Operating Expenditures	687,088	687,088	0	687,088
Transfers Out				
Transfer to General Fund	1,211	1,211	0	1,211
Transfer to Water CIP	165,000	165,000	0	165,000
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	166,211	166,211	0	166,211
Total Expenditures	853,299	853,299	0	853,299

Notes to Secondary Water Fund

No changes.

Enterprise Fund, Sanitation

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Garbage Fees	\$2,553,714	\$2,553,714	\$0	\$2,553,714
Neighborhood Cleanup	35,000	35,000	0	35,000
Special Service Pickup	1,200	1,200	0	1,200
Investment Earnings	24,000	24,000	0	24,000
Total Revenues	2,613,914	2,613,914	0	2,613,914
Transfer From Other Funds				
Use of Fund Balance	0	0	0	0
Total Trans From Other Funds	0	0	0	0
Total Revenues and Transfers	2,613,914	2,613,914	0	2,613,914
Operating Expenditures				
Employee Wages and Benefits	231,253	231,253	0	231,253
Materials and Supplies	89,500	93,900	0	93,900
Operating Expenditures	1,662,549	1,658,149	0	1,658,149
Total Operating Expenditures	1,983,302	1,983,302	0	1,983,302
Transfers Out				
Transfer to General Fund	272	272	0	272
Contribution to Fund Balance	630,340	630,340	0	630,340
Total Transfers Out	630,612	630,612	0	630,612
Total Expenditures	2,613,914	2,613,914	0	2,613,914

Notes to Sanitation Fund

No changes.

Enterprise Fund, Recycling

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Garbage Fees	\$821,273	\$821,273	\$0	\$821,273
Total Revenues	821,273	821,273	0	821,273
Transfer From Other Funds				
Use of Fund Balance	47,590	47,590	0	47,590
Total Trans From Other Funds	47,590	47,590	0	47,590
Total Revenues and Transfers	868,863	868,863	0	868,863
Operating Expenditures				
Materials and Supplies	65,000	65,000	0	65,000
Operating Expenditures	803,863	803,863	0	803,863
Total Operating Expenditures	868,863	868,863	0	868,863
Transfers Out				
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	0	0	0	0
Total Expenditures	868,863	868,863	0	868,863

Notes to Recycling Fund

No changes.

Enterprise Fund, Mulligans

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Instructor Fees	\$45,000	\$45,000	\$0	\$45,000
Driving Range	380,000	380,000	0	380,000
Greens Fees	195,000	195,000	0	195,000
Miniature Golf	350,000	350,000	0	350,000
Golf Cart Rental	75,000	75,000	0	75,000
Batting Cages	145,000	145,000	0	145,000
Food & Beverages	50,000	50,000	0	50,000
Pro Shop	50,000	50,000	0	50,000
Rental Revenue	15,000	15,000	0	15,000
Total Revenues	1,305,000	1,305,000	0	1,305,000
Transfer From Other Funds				
Use of Fund Balance	0	177,150	0	177,150
Total Trans From Other Funds	0	177,150	0	177,150
Total Revenues and Transfers	1,305,000	1,482,150	0	1,482,150
Operating Expenditures				
Employee Wages and Benefits	451,411	451,411	0	451,411
Materials and Supplies	54,900	54,900	0	54,900
Operating Expenditures	444,121	538,971	0	538,971
Capital Expenditures	0	82,300	0	82,300
Debt Expenditures	35,229	35,229	0	35,229
Total Operating Expenditures	985,661	1,162,811	0	1,162,811
Transfers Out				
Transfer to General Fund	469	469	0	469
Contribution to Fund Balance	318,870	318,870	0	318,870
Total Transfers Out	319,339	319,339	0	319,339
Total Expenditures	1,305,000	1,482,150	0	1,482,150

Notes to Mulligans Fund

No changes.

Debt Service Fund

The City maintains three separate debt service funds. All debt service payments made by the City in relation to Governmental funds are accounted for in one of these three funds. Debt service payments related to enterprise functions are paid from those individual funds.

General Debt Service

The General Debt Service Fund is used to account for the accumulation of resources and for the disbursement of debt service payments for all debt not tracked in any other fund. Transfers to the General Debt Service Fund are made from other city funds. Regular payments are then made to the City's creditors according to the requirements of each individual debt.

SID Debt Service

The City administers one special improvement district, Riverfront Corporate Center. This district was established to assist with the construction of infrastructure assets in the district. Assessments for this area are collected annually from property owners in this area. These funds are then used to pay the bondholders.

Municipal Building Authority

The South Jordan Municipal Building Authority is a legal entity separate from the City and is reported by the City as a blended component unit. South Jordan MBA issued bonds in 2002 for the construction of the City's Fitness and Aquatic Center. Annual lease payments, shown as transfers, are made to the South Jordan MBA from which the bond payments are made.

Debt Service, General Debt Service

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Investment Earnings	\$5,500	\$5,500	\$0	\$5,500
Reimbursement-Boyer/Tenfold Construction	147,381	147,381	0	147,381
Total Revenues	152,881	152,881	0	152,881
Transfer From Other Funds				
Transfer from General Fund	1,486,943	1,486,943	0	1,486,943
Transfer from Road Impact Fees	150,319	150,319	0	150,319
Transfer from Fire Impact Fee	89,496	89,496	0	89,496
Transfer from Police Impact Fees	194,836	194,836	0	194,836
Transfer from RDA	766,838	766,838	0	766,838
Use of Fund Balance	0	0	0	0
Total Trans From Other Funds	2,688,432	2,688,432	0	2,688,432
Total Revenues and Transfers	2,841,313	2,841,313	0	2,841,313
Operating Expenditures				
Principal on Long-Term Debt	825,000	825,000	0	825,000
Interest on Long-Term Debt	1,103,353	1,103,353	0	1,103,353
Trustee Fees	5,500	5,500	0	5,500
Arbitrage Compliance	0	0	0	0
Total Operating Expenditures	1,933,853	1,933,853	0	1,933,853
Transfers Out				
Contribution to Fund Balance	907,460	907,460	0	907,460
Total Transfers Out	907,460	907,460	0	907,460
Total Expenditures	2,841,313	2,841,313	0	2,841,313

Notes to Debt Service Fund

No changes.

Debt Service, SID Bond

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Special Assessments	\$724,408	\$925,935	\$455,000	\$1,380,935
Investment Earnings	\$2,250	\$2,250	\$0	\$2,250
Total Revenues	726,658	928,185	455,000	1,383,185
Transfer From Other Funds				
Use of Fund Balance	0	0	0	0
Total Trans From Other Funds	0	0	0	0
Total Revenues and Transfers	726,658	928,185	455,000	1,383,185
Operating Expenditures				
Operating Expenditures	21,350	21,350	0	21,350
Principal on Bonds	677,000	877,000	455,000*	1,332,000
Bond Interest Payment	26,058	26,058	0	26,058
Trustee Fees	2,250	2,250	0	2,250
Total Operating Expenditures	726,658	926,658	455,000	1,381,658
Transfers Out				
Contribution to Fund Balance	0	1,527	0	1,527
Total Transfers Out	0	1,527	0	1,527
Total Expenditures	726,658	928,185	455,000	1,383,185

Notes to SID Bond Debt Service Fund

*Adjusted to account for bond principal payment due to prepayment of assessments.

Debt Service, MBA

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Investment Earnings	\$1,750	\$1,750	\$0	\$1,750
Total Revenues	1,750	1,750	0	1,750
Transfer From Other Funds				
Transfer from RDA	723,819	723,819	0	723,819
Use of Fund Balance	0	0	0	0
Total Trans From Other Funds	723,819	723,819	0	723,819
Total Revenues and Transfers	725,569	725,569	0	725,569
Operating Expenditures				
Principal on Bonds	590,000	590,000	0	590,000
Bond Interest Payment	133,819	133,819	0	133,819
Trustee Fees	1,750	1,750	0	1,750
Arbitrage Compliance	0	0	0	0
Total Operating Expenditures	725,569	725,569	0	725,569
Transfers Out				
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	0	0	0	0
Total Expenditures	725,569	725,569	0	725,569

Notes to MBA Fund

No changes.

Capital Projects Fund

Capital Projects funds are used to track the acquisition and construction of major projects as well as large equipment purchases. The City maintains two capital project funds.

Capital Projects

This fund is used to record the receipt of impact fees, transfers from, and other resources of revenue to be used for major capital acquisition and construction projects. The fund is also used to account for the expenditure of funds towards these projects. This fund is split into Infrastructure Maintenance and Operations & Maintenance.

Capital Equipment

This fund is used to track the City's large equipment purchases.

Capital Projects Bond Proceeds

This fund is used to track all proceeds and project expenditures for the 2015 RDA Bond and the 2016 Special Assessment Bond.

Capital Projects, Infrastructure Maintenance

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Other Donations/Reimbursements	\$0	\$217,493	\$0	\$217,493
Miscellaneous Revenue	0	0	410,638*	410,638
Total Revenues	0	217,493	410,638	628,131
Transfer From Other Funds				
Transfer from General Fund	0	40,000	0	40,000
Transfer from General CIP Maintenance	0	0	173,775*	173,775
Transfer from Storm Drain	2,402,600	2,402,600	0	2,402,600
Transfer from Police Impact Fees	0	0	1,016,493*	1,016,493
Park Impact Fee Use of Fund Balance	1,500,000	4,732,416	0	4,732,416
Storm Drain Impact Fee Use of Fund Balance	0	28,722	0	28,722
Road Impact Fee Use of Fund Balance	900,319	1,137,319	50,000*	1,187,319
Fire Impact Fee Use of Fund Balance	89,496	89,496	0	89,496
Police Impact Fee Use of Fund Balance	194,836	194,836	1,016,493	1,211,329
Use of Fund Balance	2,872,000	7,000,124	1,948,740*	8,948,864
Total Trans From Other Funds	7,959,251	15,625,513	4,205,501	19,831,014
Total Revenues and Transfers	7,959,251	15,843,006	4,616,139	20,459,145
Project Expenditures (By Funding Source)				
General Projects	150,000	873,857	0	873,857
Transportation Projects	750,000	750,000	493,238	1,243,238
Parks Projects	4,650,000	8,789,696	1,518,514	10,308,210
Storm Drain Projects	902,600	1,930,927	(24,115)	1,906,812
Street Maintenance Projects	370,000	1,956,196	0	1,956,196
Facilities Projects	0	0	(136,100)	(136,100)
Fire Projects	0	39,679	453	40,132
Streetlight Projects	0	91,000	(398,931)	(307,931)
Total Project Expenditures	6,822,600	14,431,355	1,453,059	15,884,414

Capital Projects, Infrastructure Maintenance

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Transfers Out				
Transfer to General Debt Service Fund	434,651	434,651	0	434,651
Transfer to Capital Equipment	702,000	702,000	0	702,000
Transfer to General CIP Maintenance	0	275,000	0	275,000
Transfer to General Fund	0	0	475,702	475,702
Transfer to Water CIP	0	0	100,000	100,000
Transfer to General CIP	0	0	1,016,493	1,016,493
Contribution to Fund Balance	0	0	1,570,885	1,570,885
Total Transfers Out	1,136,651	1,411,651	3,163,080	4,574,731
Total Expenditures	7,959,251	15,843,006	4,616,139	20,459,145

Notes to Capital Projects Fund

*Reimbursement:

1. \$410,638 - 11400 S betterments from UDOT.

Transfers:

1. \$173,775 from CIP Maintenance for Baseball Field Project.
2. \$1,016,493 from Police Impact Fees for Public Safety Building.

Fund Balance:

1. \$50,000 Road Impact Fees for Transportation Master Plan.
2. \$1,948,740
 - a. \$1,350,000 - Highland Park (Daybreak Park)
 - b. \$14,100 - Baseball Field Project
 - c. \$5,000 - Fix driveway at Station 63
 - d. \$14,000 - 2200 W Environmental Study
 - e. \$75,000 - SAA Annual Admin Fee
 - f. \$18,600 - 11400 S betterments
 - g. \$396,155 - Fire Truck Lease
 - h. \$75,885 - Sediment Bins

Capital Projects, Maintenance & Operations

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Other Grants/Donations	\$0	\$0	\$0	\$0
Total Revenues	0	0	0	0
Transfer From Other Funds				
Transfer from General Fund	1,820,000	1,820,000	0	1,820,000
Transfer from Gen CIP	0	275,000	0	275,000
Use of Fund Balance	0	2,189,035	0	2,189,035
Total Trans From Other Funds	1,820,000	4,284,035	0	4,284,035
Total Revenues and Transfers	1,820,000	4,284,035	0	4,284,035
Project Expenditures (By Funding Source)				
Transportation Projects	892,000	1,296,722	0	1,296,722
Streets Maintenance Projects	350,000	350,000	0	350,000
Parks Projects	223,000	1,050,451	17,000	1,067,451
Facilities Projects	205,000	1,038,648	(190,775)	847,873
Fire Projects	150,000	156,214	0	156,214
Total Project Expenditures	1,820,000	3,892,035	(173,775)	3,718,260
Transfers Out				
Transfer to General Fund	0	392,000	0	392,000
Transfer to General CIP	0	0	173,775*	173,775
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	0	392,000	173,775	565,775
Total Expenditures	1,820,000	4,284,035	0	4,284,035

Notes to Capital Projects Fund

*Transferred to General CIP for Baseball Field Project.

Capital Projects, Capital Equipment

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Other Miscellaneous	\$0	\$0	\$0	\$0
Total Revenues	0	0	0	0
Transfer From Other Funds				
Transfer from General Fund	905,315	905,315	410,000*	1,315,315
Transfer from General CIP	702,000	702,000	0	702,000
Use of Fund Balance	0	1,258,544	543,000	1,801,544
Total Trans From Other Funds	1,607,315	2,865,859	953,000	3,818,859
Total Revenues and Transfers	1,607,315	2,865,859	953,000	3,818,859
Project Expenditures				
Computer Software & Equipment	495,315	1,098,579	0	1,098,579
Fire Equipment	0	123,264	0	123,264
Fleet Equipment	612,000	1,051,510	410,000	1,461,510
Sanitation Equipment	0	92,204	0	92,204
Fitness Center Equipment	500,000	500,000	0	500,000
Police Equipment	0	302	0	302
Total Project Expenditures	1,607,315	2,865,859	410,000	3,275,859
Transfers Out				
Transfer to General Fund	0	0	543,000*	543,000
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	0	0	543,000	543,000
Total Expenditures	1,607,315	2,865,859	953,000	3,818,859

Notes to Capital Equipment Fund

***Transfer from General Fund:**

1. \$410,000 for Streets Trucks.

Fund Balance:

1. \$543,000 for Public Safety Vehicles.

Capital Projects, Capital Projects Bond

	Adopted Budget FY 17-18	Amended Budget 1/16/2018	Jan-Jun Adjustments	Final Budget FY 17-18
Revenues				
Interest Income	\$0	\$0	\$0	\$0
Total Revenues	0	0	0	0
Transfer From Other Funds				
Use of Fund Balance	0	15,067,682	20,375,890	35,443,572
Total Trans From Other Funds	0	15,067,682	20,375,890	35,443,572
Total Revenues and Transfers	0	15,067,682	20,375,890	35,443,572
Operating Expenditures				
2016 SSA Project Area Infrastructure	0	0	14,923,919*	14,923,919
Parking Structure Project	0	0	5,451,971*	5,451,971
City Hall Annex Building/Remodel	0	14,735,256	0	14,735,256
Road Betterments	0	332,426	0	332,426
Total Operating Expenditures	0	15,067,682	20,375,890	35,443,572
Transfers Out				
Contribution to Fund Balance	0	0	0	0
Total Transfers Out	0	0	0	0
Total Expenditures	0	15,067,682	20,375,890	35,443,572

Notes to Capital Projects Bond Proceeds

*Fund Balance:

1. Reimbursement for SAA project expenditures.
2. Reimbursement for TOD project expenditures.

City of South Jordan

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City Wide Summary of Changes to the FY2018 Budget

	<u>Revenue</u>	<u>Expenditures</u>
Adopted Budget	109,833,266	109,833,266
Mid-Year Amendments	34,361,265	34,361,265
Final Amendments	29,064,621	29,064,621
Final Amended Budget	173,259,152	173,259,152

Summary By Categories	Revenues	Expenditures
Adopted Budget	109,833,266	109,833,266
Mid-Year Amended Budget	144,194,531	144,194,531
Final Budget Changes		
Grants	11,055	11,055
Donations & Reimbursements	89,245	89,245
Use of Fund Balance	24,335,354	24,335,354
Other	1,536,906	1,536,906
Transfers	3,092,061	3,092,061
Total Changes	29,064,621	29,064,621
Final Amended Budget	173,259,152	173,259,152

Detail Changes to the FY2018 Adopted Budget

		<u>Revenue</u>	<u>Expenditures</u>
GENERAL FUND			
Entry #	Adopted Budget	46,432,039	46,432,039
	Mid-Year Amended Budget - General Fund	\$ 47,394,018	\$ 47,394,018
7/23	Other Donations and Reimbursements	1,647	
	Transportation Improvements - Roadway Repairs Reimb (So Valley Sewer)		1,647
7/1530	Other Donations and Reimbursements	450	
	Overtime (Fire) - EMS Standby Daybreak		434
	Workers Comp (Fire) - EMS Standby Daybreak		16
7/1531	Other Donations and Reimbursements	382	
	Overtime (Police) - DEA OT Reimbursement		373
	Workers Comp (Police) - DEA OT Reimbursement		9
8/155	Other Donations and Reimbursements	889	
	Overtime (Police) - DUI OT Grant Reimb		869
	Workers Comp (Police) - DUI OT Grant Reimb		20
8/1298	Other Donations and Reimbursements	990	
	Overtime (Fire) - EMS Standby Utah Quarter Horse Foundation		956
	Workers Comp (Fire) - EMS Standby Utah Quarter Horse Foundation		34
9/409	Risk Management Revenue	55,000	
	Claims & Losses - Recognize Risk Revenue Received		55,000
10/83	Other Miscellaneous	2,100	
	Professional & Technical (Engineering) - Traffic Study for Food Truck Hub		2,100
10/272	Transfer from Capital Equipment	543,000	
	Public Safety Vehicles (Fleet) - Police Vehicles Purchase		543,000
10/444	Transfer from General CIP	75,000	
	Professional & Technical (Finance) - SAA Annual Admin Fee		75,000
10/419	After Hours Inspection Fee	12,706	
	Overtime (Engineering) - Inspection Overtime Reimbursement		12,706
10/564	Other Donations and Reimbursements	1,530	
	Overtime (Fire) - EMS Standby Daybreak		1,477
	Workers Comp (Fire) - EMS Overtime Daybreak		53
10/565	Other Donations and Reimbursements	810	
	Overtime (Fire) - EMS Standby US Triports		782
	Workers Comp (Fire) - EMS Standby US Triports		28
10/566	Other Donations and Reimbursements	540	
	Overtime (Fire) - EMS Standby Daybreak		521
	Workers Comp (Fire) - EMS Standby Daybreak		19
10/567	Other Donations and Reimbursements	1,080	
	Overtime (Fire) - EMS Standby SLCo Equestrian Center		1,043
	Workers Comp (Fire) - EMS Standby SLCo Equestrian Center		37
11/37	Zoning & Subdivision Fees	105,000	
	Bank Service Charges - Increase Bank Service Charges for Building		105,000
11/58	Use of Fund Balance (General Fund)	28,140	
	Public Safety Vehicles (Fleet) - Carryover		28,140
11/307	Other Donations and Reimbursements	160	
	Office Supplies (Police) - Victim Advocate Donation		160
11/261	Other Donations and Reimbursements	1,191	
	Overtime (Police) - DUI OT Grant Reimb		1,164
	Workers Comp (Police) - DUI OT Reimb		27
11/260	Other Donations and Reimbursements	1,181	
	Overtime (Fire) - EMS Standby Jordan River Temple		1,141
	Workers Comp (Fire) - EMS Standby Jordan River Temple		40
11/575	Transfer from General CIP	400,702	
	Public Safety Vehicles - Fire Truck		400,702
11/673	State Grants	10,000	
	Equipment Supplies (Police) - Body Camera Grant		10,000
11/1030	Zoning & Subdivision Fees	15,000	
	Consulting Services (Building) - Plan Review Services		15,000
	Final Amended Budget - General Fund	\$ 48,651,516	\$ 48,651,516
	Grants	10,000	
	Donations & Reimbursements	10,850	
	Use of Fund Balance	28,140	
	Increased Revenues	120,000	
	Transfer In	1,018,702	
	Other	69,806	
		1,257,498	

Detail Changes to the FY2018 Adopted Budget

		<u>Revenue</u>	<u>Expenditures</u>
WATER FUND			
Entry #	Adopted Budget	\$ 24,103,053	\$ 24,103,053
	Mid-Year Amended Budget - Water	\$ 30,376,991	\$ 30,376,991
7/282	Use of Fund Balance (Water)	373,091	
	Transfer to Water CIP		373,091
	Transfer from Water	373,091	
	Beckstead Ditch (R2017-58)		373,091
7/457	Transfer from General CIP	100,000	
	Transite Replacement - Koridine Transite Replacemen		100,000
7/1060	JVWCD Grant	1,055	
	JVWCD Grant - Member Grant Reimb		1,055
7/1090	Other Donations and Reimbursements	78,395	
	Tank 7/8A Design (Reimb for Tank Work)		78,395
8/486	Other Miscellaneous	481,462	
	Tank 7/8A Construction (Reimb from Kennecott)		481,462
	Final Amended Budget - Water	\$ 31,784,085	\$ 31,784,085

Detail Changes to the FY2018 Adopted Budget

		<u>Revenue</u>	<u>Expenditures</u>
Entry #	Adopted Budget	\$ 11,386,566	\$ 11,386,566
		\$ 22,992,900	\$ 22,992,900
Use of Fund Balance			
7/450	Use of Fund Balance (General CIP) Highland Park (Daybreak Park) - Kennebecott	1,350,000	1,350,000
9/1108	Use of Fund Balance (General CIP) Baseball Fields (Additional Funding)	14,100	14,100
10/272	Use of Fund Balance (Capital Equipment) Transfer to General Fund (Purchase Police Vehicles)	543,000	543,000
10/320	Use of Fund Balance (General CIP) Fire Station 63 - Fix Driveway	5,000	5,000
10/321	Use of Fund Balance (General CIP) ROW (2200 W) - Environmental Study	14,000	14,000
10/444	Use of Fund Balance (General CIP) Transfer to General Fund (SAA Annual Admin Fee)	75,000	75,000
10/455	Use of Fund Balance (General CIP) 11400 S Betterments (UDOT) - Sale of Property to the State	18,600	18,600
11/575	Use of Fund Balance (General CIP) Transfer to General Fund (Fire Truck)	396,155	396,155
11/1084	Use of Fund Balance (General CIP) Sediment Bins	75,885	75,885
Impact Fees			
7/283	Use of Fund Balance (Police Impact Fees) Transfer to General CIP	1,016,493	1,016,493
R2018-23	11/591 Use of Fund Balance (Road Impact Fees) Master Plan Update - Transportation Master Plan	50,000	50,000
Other			
7/283	Transfer from Police Impact Fees Contribution to Fund Balance - To Be Used for Public Safety Building	1,016,493	1,016,493
8/484	Transfer from General Fund (Fleet) Fleet Equipment (2 Streets Freightliner Trucks) budget for these was in Fleet	410,000	410,000
8/310	Transfer from Gen CIP Maint Baseball Fields - Txfr from City Hall Carpet for Baseball Field Project	173,775	173,775
10/455	Other Miscellaneous 11400 S Betterments (UDOT) - Sale of Property to the State	410,638	410,638
Final Amended Budget		\$ 28,562,039	\$ 28,562,039
			\$ 5,569,139

Detail Changes to the FY2018 Adopted Budget

		<u>Revenue</u>	<u>Expenditures</u>
CP BOND PROCEEDS			
Entry #	Adopted Budget	\$ -	\$ -
	Mid-Year Amended Budget - CP Bond Proceeds	\$ 15,067,682	\$ 15,067,682
11/30	Use of Fund Balance (Capital Projects Bond Proceeds)	20,375,890	
	Capital Expen-Parking Structure (Carryover)		5,451,971
	2016 SSA Proj Area Infrastructure (Carryover)		14,923,919
	Final Amended Budget - CP Bond Proceeds	\$ 35,443,572	\$ 35,443,572

Detail Changes to the FY2018 Adopted Budget

		<u>Revenue</u>	<u>Expenditures</u>
DEBT SERVICE FUND			
Entry #	Adopted Budget	\$ 4,293,540	\$ 4,293,540
	Mid-Year Amended Budget - Debt Service	\$ 4,495,067	\$ 4,495,067
11/29	Special Assessment - Principal (SID) Principal on Bond - 2016 SSA	455,000	455,000
	Final Amended Budget - Debt Service	\$ 4,950,067	\$ 4,950,067

Detail Changes to the FY2018 Adopted Budget

	<u>Revenue</u>	<u>Expenditures</u>
RDA FUND		
Entry # Adopted Budget	<u>\$ 13,024,162</u>	<u>\$ 13,024,162</u>
Mid-Year Amended Budget - RDA	<u>\$ 13,024,162</u>	<u>\$ 13,024,162</u>
No Changes		
Final Amended Budget - RDA	<u>\$ 13,024,162</u>	<u>\$ 13,024,162</u>
STORM DRAIN FUND		
Entry # Adopted Budget	<u>\$ 3,808,788</u>	<u>\$ 3,808,788</u>
Mid-Year Amended Budget - Storm Drain	<u>\$ 3,884,890</u>	<u>\$ 3,884,890</u>
No Changes		
Final Amended Budget - Storm Drain	<u>\$ 3,884,890</u>	<u>\$ 3,884,890</u>
SANITATION FUND		
Entry # Adopted Budget	<u>\$ 3,482,777</u>	<u>\$ 3,482,777</u>
Mid-Year Amended Budget - Sanitation	<u>\$ 3,482,777</u>	<u>\$ 3,482,777</u>
No Changes		
Final Amended Budget - Sanitation	<u>\$ 3,482,777</u>	<u>\$ 3,482,777</u>
MULLIGANS FUND		
Entry # Adopted Budget	<u>\$ 1,305,000</u>	<u>\$ 1,305,000</u>
Mid-Year Amended Budget - Mulligans	<u>\$ 1,482,150</u>	<u>\$ 1,482,150</u>
No Changes		
Final Amended Budget - Mulligans	<u>\$ 1,482,150</u>	<u>\$ 1,482,150</u>
FITNESS CENTER FUND		
Entry # Adopted Budget	<u>\$ 1,783,089</u>	<u>\$ 1,783,089</u>
Mid-Year Amended Budget - Fitness Center	<u>\$ 1,685,039</u>	<u>\$ 1,685,039</u>
No Changes		
Final Amended Budget - Fitness Center	<u>\$ 1,685,039</u>	<u>\$ 1,685,039</u>
CDBG FUND		
Entry # Adopted Budget	<u>\$ 214,252</u>	<u>\$ 214,252</u>
Mid-Year Amended Budget - All Other Funds	<u>\$ 308,854</u>	<u>\$ 308,854</u>
No Changes		
Final Amended Budget - All Other Funds	<u>\$ 308,854</u>	<u>\$ 308,854</u>

PUBLIC HEARING - J: ORDINANCE 2018-11

Issue: **ZONE TEXT AMENDMENT – REMOVING HOME
OCCUPATION REQUIREMENTS FROM TITLE 17 AND
MOVING THEM TO TITLE 5 ADDING LIMITED PROVISION
TO ALLOW CURRENTLY LICENSED DINING CLUBS TO BE
LICENSED AS BARS**

Applicant: City of South Jordan

Submitted By: Brian Preece, Director of City Commerce

Presented By: Brian Preece, Director of City Commerce

 Ryan Loose, City Attorney

 Ambra Katwyk, Business License Administrator

Staff Recommendation (motion ready): I move that the City Council approve Ordinance 2018-11 as presented by City staff.

BACKGROUND:

Home Occupation Licensing: In 2017 SB 81, Sponsored by Senator Jacob Andregg, created new regulation restricting municipalities in governing home based businesses. Restrictions apply to businesses that do not have more of an “impact” on the residential area than would the residence itself. Much debate across the State has insured and municipalities have reacted by passing ordinances that did not meet the Legislature’s intentions and in 2018 Senator Andregg sponsored SB 158, a bill that further defined what municipalities may and may not do. In order to meet the new requirements staff has worked with the City Council in a previous work session and together they have determined that moving the operational regulations from Title 17 to Title 5, the Business License Code, will make it better for serving our home based businesses and their neighbors. Thus, the attached ordinance moves the operational portions, but leaves the land use regulations within Title 17.

Dining Clubs/Bar Licensing:

In 2017, HB 442 Sponsored by Representative Brad Wilson, did away with “Dining Club” liquor licenses for restaurants and is requiring that restaurants holding this type of license choose between a “Full Service” liquor license or a “Bar” liquor license. Since South Jordan City ordinances do not currently allow a “Bar” license, the only option for these restaurants is a “Full Service Liquor” license. South Jordan City has not allowed bars for many years, if ever.

In meeting with Representative Brad Wilson, City Manager Whatcott and Mayor Ramsey were told that it was the intent of the legislature to allow the Dining Club License holders

the option to choose between the two, but had not considered that some municipalities would not allow bars. They were also told that if Cities did not allow the Dining Clubs to choose the bar option, that the legislature could enact legislation in the future to take away the ability to regulate these establishments. It appears that it is safer to allow only the two existing Dining Clubs to become bars, than to risk losing the City's ability to regulate bars altogether.

Again, the options for the City Council would be to:

1. Leave the City Liquor Licensing Code as is and require the two Dining Clubs to be licensed as full-service restaurants; or
2. Change the City Ordinances to allow the existing Dining Clubs to transition into bars, but continue to ban other bars from being established.

The new provisions, as presented and if enacted, would allow only the two existing Dining Club licensees to become bars and these would not be transferable.

FINDINGS AND SUMMARY OF PROPOSED CHANGES:

Attached to this report is the ordinance. The attached ordinance moves operational aspects of licensing Home Occupation businesses from Chapter 17, while leaving the regulatory zoning aspects such as the zones that allow home occupations in Title 17. Ordinance 2018-11 also revises Chapter 5 to add these regulations under the new State requirements found in the 2017 SB 81 and 2018 SB 158 and 2017 HB 442 for licensing of two establishments previously licensed as Dining Clubs.

CONCLUSIONS:

The proposed text amendment is part of bringing the City's regulation of Home Occupations and Dining Clubs in line with the new State requirements.

RECOMMENDATION:

Based on the Findings and Conclusions listed above, Staff recommends that the City Council approve the proposed text amendments as written.

ALTERNATIVES:

- Approve Ordinance 2018-11 with Changes.
- Deny Ordinance 2018-11.

ATTACHMENTS:

Ordinance 2018-11

ORDINANCE NO. 2018 - 11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ENACTING CHAPTER 5.38, AND AMENDING SECTIONS 5.04, 17.18, AND 17.54, AND DELETING CHAPTER 17.98 OF THE SOUTH JORDAN CITY MUNICIPAL CODE REGARDING HOME OCCUPATIONS; FURTHER, AMENDING CHAPTER 5.12 REGARDING ALCOHOLIC BEVERAGE LICENSES

WHEREAS, Utah Code § 10-9a-102 grants the City Council of the City of South Jordan (the “City Council”) authority to enact ordinances that it considers necessary or appropriate for the use and development of land in the City of South Jordan (the “City”), including the City’s aesthetics; and

WHEREAS, South Jordan City Municipal Code currently has home occupation regulations and provisions in Chapter 17.98; and

WHEREAS, The City has determined that these regulations would be better suited in Chapter 5; and

WHEREAS, The City has determined that changes regarding exemptions to a home occupation license, transferability of a license, and license renewal should also be made to comply with updates in Utah State Code; and

WHEREAS, in 2017 the Utah State Legislature passed HB442 which requires that any establishment with a dining club license to choose to change to either a full-service restaurant license or a bar license; and

WHEREAS, The City has determined that changes to Chapter 5.12 (Alcoholic Beverage Licenses) need to be made for City Code to be compliant with State law; and

WHEREAS, The City Councils finds it is in the best interest of the health, safety, and welfare of the City of South Jordan to amend the City’s Municipal Code as detailed in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Amendment. The South Jordan Municipal Code is hereby amended as shown in Exhibit A through Exhibit F.

SECTION 2. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2018 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:


Office of the City Attorney

EXHIBIT A

The following sections and subsections of Chapter 5.04 (Business Licenses Generally) are amended as shown:

5.04.010: DEFINITIONS:

For the purpose of this title, the following terms shall have the meanings prescribed in this section:

BUSINESS: Any occupation or enterprise involved in the manufacture or sale of products or goods at wholesale or retail, or the rendering of service to or for another person for compensation. It does not include the acts of employees rendering service to employers.

BUSINESS LICENSE OFFICIAL: The city employee designated by the city manager to manage the business licensing function.

CONTINGENT BUSINESS LICENSE: A license permitting a business to operate while complying with specific requirements determined by the business license official at the time of issuance.

EMPLOYEE: The operator, owner or manager of said place of business and any persons employed by such person in the operation of said place of business in any capacity, and also any salesperson, agent or independent contractor engaged in the operation of said place of business in any capacity.

ENGAGE IN BUSINESS: Includes, but is not limited to, the sale of tangible personal property at retail or wholesale, the manufacturing of goods or property and the rendering of personal services for others for consideration by persons engaged in any profession, trade, craft, business, occupation or other calling, except the rendering of personal services by an employee to his or her employer under any contract of personal employment.

HOME OCCUPATION: ~~For the purposes of this chapter, the definition of “home occupation” in section 17.98.010: “Definition And Purpose”, of this code is adopted by reference.~~

LICENSEE: A person to whom the city has granted a business license.

PERSON: Any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, partnership, joint venture, club, company, joint stock company, business trust, corporation, association, society or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

PLACE OF BUSINESS: Each separate location at which the licensee engages in business within the city.

TEMPORARY BUSINESS LICENSE: A license for a business that is located at a site which has been approved by the city for no more than sixty (60) days, unless otherwise approved consistent with section 17.18.030.080, “Temporary Use Regulations”, of this code.

5.04.030: EXEMPTIONS TO LICENSE:

A. A person is not subject to the requirements of this chapter and is not required to obtain a license under this chapter to conduct a business if:

1. The receipts of the business, when conducted by a religious, charitable, fraternal, educational, military, or governmental organization, are appropriated for the purposes and objects for which such organization is formed, and no person directly or indirectly derives a profit therefrom; or
2. The business has a lack of contacts, i.e., no service is provided or product sold within the city more frequently than four (4) times a year; or
3. The business is specifically exempted from municipal business licensing and fees by the laws of the United States or the state of Utah; or
4. The person is acting as a trustee, receiver, or other public officer pursuant to judicial order or supervision; or
5. The business is a fruit or vegetable stand that sells produce grown solely on the seller's property which is located in the city; or
6. The person conducting the business is under the age of eighteen (18) and is conducting the business as a part time hobby or occupation and is not engaged in such activities as the principal means of that person's support; or
7. The business consists of mere delivery in the city of goods or trade services purchased at a regular and licensed place of business outside the city, not including, however, mobile food vendor businesses; or
8. The business is an approved vendor at a city sponsored event; **or**

9. The business is a type of home occupation as described in Chapter 5.38 that does not require a license; or

10. The combined offsite impact of a home occupation business and the primary residential use does not materially exceed the offsite impact of the primary residential use alone as per Section 10-1-203(7) of the Utah State Code.

B. Any person not required to obtain a license as provided in this section shall comply with all other requirements of this code.

5.04.100: TRANSFERABILITY:

~~A. Transfer to Other Person Prohibited: No person may assign or transfer, either directly or indirectly, a license granted or issued by the city to any other person, and such a license shall not survive the sale of substantially all of the equity interest(s) of a corporate or other licensee.~~ **Business licenses are not transferrable.**

~~B. Transfer Of Location: A licensee to whom the city has issued a license based on a definite location that was specified in the corresponding business license application may, except as hereinafter provided, request that the city transfer said license for the sole purpose of transacting or carrying on the same business that was described in the application to some other definite location in the city. The licensee shall submit a transfer application to the business license official fifteen (15) days in advance of the proposed transfer. The business license official may, in his or her discretion after reviewing reports furnished by city staff, deny or grant the transfer application according to the above limitations. No change in location shall be permitted without full compliance with the building and zoning requirements and all other applicable laws.~~

5.04.210: ISSUANCE AND RENEWAL OF LICENSE:

Upon full compliance with this section and any other section relating to specific licenses, the business license official shall issue or renew a license to the person making application for a license or a license renewal, respectively.

A. Application Form: All applications regarding a business license shall be submitted to the business license official. All applications shall be completed in full and shall include all required supporting documents and information.

B. Background and Fingerprints: All applicants who are required to provide a criminal history are required to provide it from the state of their current driver's license, state ID card or work visa.

C. Misrepresentation: It is unlawful to knowingly misrepresent a material fact in applying for a business license either orally or in writing. A violation of this section is grounds for refusing, revoking or suspending a license, and is a class B misdemeanor.

D. Investigation: The business license official and/or authorized city staff may investigate or inspect any business for which a license is sought prior to issuance of a license. In the case of certain regulatory licenses, inspection may be required or enabled by other provisions of this title. If the investigation or inspection reveals any unlawful activity by the applicant, the license may be denied.

E. Fee: The applicant shall pay the fee, together with any required penalty, set for the license applied for, which fee shall be established by the city fee schedule.

~~F. Renewals: The business license official shall send a renewal form and fee statement to each business known to be presently operating and required to be licensed, in order to facilitate license renewal.~~ A business is responsible for renewing their business license **no sooner than 30 days and no later than** ~~on or before~~ the date of expiration.

G. Grounds for Denial: The grounds set forth elsewhere in this title for revocation of a license shall also be grounds for denial of a license in the first place. Specifically, no license shall be issued to a business violating, causing, or contributing to a violation of title 17 and section 16.26.040, "Parking Ratios", of this code.

H. Other Requirements: Other provisions of this title may set forth additional requirements for issuance of certain regulatory licenses.

I. Certificates: A license certificate issued under the signature of the mayor and seal of the city shall be made available upon issuance of a license pursuant to this title.

J. Appeal to City Manager: Any person aggrieved by the action of the business license official ~~in refusing to issue a license shall have the right to appeal to the city manager.~~ The appeal shall be made in the same manner as provided in subsection 5.04.220-.B, "Appeal", of this chapter, ~~except as otherwise provided for home occupations, which appeals shall be made consistent with section 17.98.060 "Application Appeal Procedure", of this code to the planning commission.~~

5.04.220: REVOCATION OR SUSPENSION OF LICENSES ~~OTHER THAN HOME OCCUPATIONS:~~

A. Grounds: The licensee shall operate the business in conformity with the ordinances of the city and all other applicable laws. The business license official may suspend or revoke any business or regulatory license issued pursuant to this title for a period of time not to exceed one year beginning fourteen (14) calendar days after serving, or causing to be served, a written finding of a violation or conviction of the licensee, operator, agent or any person to the licensee personally or by mailing a copy of the written finding to the licensee at his or her last known physical address. In addition to the other grounds of suspension or revocation of a license found in this title, the business license official shall base the written finding on any of the following violations which occurred in conjunction with the operation of a licensed business:

1. A violation of or a conviction for violating any ordinance regulating or governing the business under which the license was granted.
2. A violation of or conviction for violating any city ordinance or law of the state which affects the health, welfare or safety of its residents including, but not limited to, a public nuisance.
3. A violation of or conviction for violating an ordinance which resulted from the operation of the business.
4. Any material misrepresentation or fraud perpetrated on the city through application for, or operation of, the business.
5. Without limiting the generality of the foregoing, it is specifically provided that a license issued pursuant to this title may be revoked or suspended if the licensee violates, causes, or contributes to a violation of the city's zoning regulations applicable to the licensee's place of business.

B. Appeal: ~~Any suspension or revocation of a business license may be appealed to the city manager. Such appeal shall be filed with the city recorder's officer, in writing, within fourteen (14) calendar days after the business license official serves the written finding of the suspension or revocation. The city shall provide the licensee reasonable notice of the time and place of the hearing, together with notice of the nature of charges or complaint against the licensee or premises sufficient to reasonably inform the licensee and enable him or her to answer such charges and complaint. The city shall serve such notice upon the licensee personally or by mail with a copy of the notice to the licensee at his or her last known physical address. A record of the hearing shall be made by an electronic recording. A licensee shall have the right to appear at the hearing in~~

~~person, by counsel or both, present evidence, present argument on the licensee's behalf, cross examine witnesses and in all proper ways defend the licensee's position. The city manager shall make a ruling and decision based on the evidence presented at the hearing and shall issue a written order or decision within ten (10) business days, and may impose such sanctions as he or she deems proper based on the evidence presented at the hearing. All orders entered by the city manager shall be final. If the city manager institutes a sanction of suspension or revocation of a license, the sanction shall apply to the licensee, the licenses issued by the city and to the premises in question for the full term of the imposed sanction.~~

1. Parties Entitled to Appeal: Any person adversely affected by a final decision of the business license official, may appeal the decision to the city manager. The city manager may designate the appeal to a designee. If the licensee is not the appellant, the licensee may choose to be a part of an appeal.

2. Time to File Appeal: The city manager may only consider appeals properly filed pursuant to this section within ten (10) calendar days of the date the disputed final written decision was issued.

3. Application: Appellants shall file their appeals in writing by submitting an appeal application to the city recorder. The city manager may only consider an appeal if the appellant submitted a complete application within the time period provided in subsection 2 of this section. An appeal application is complete if it includes: (i) payment of applicable fees, including those shown on the current year city fee schedule; and (ii) a written statement that concisely identifies the alleged error that is the grounds for appeal.

4. Notice of Hearing: After receiving an appeal application from the city recorder, the city manager shall fix a reasonable time and place for hearing the appeal during a public meeting. Thereafter, the city recorder shall publish an agenda at city hall and on the city's website and give notice to the parties.

5. Response and Representation: Prior to the hearing, the appellee or co-appellee may submit to the city recorder a response to the appeal application that the city recorder shall give to a hearing officer and appellant. At the hearing, the parties may appear in person or by agent or attorney.

6. Hearing and Decision: The city recorder shall keep minutes of the appeal hearing and documents. The city manager shall file with the city recorder a written decision on each appeal that reverses or affirms, in whole or in part, the decision being appealed. The city recorder shall notify the parties of the city manager's decision by mail within ten (10) days of the decision's effective date. If the city manager institutes a sanction of suspension or revocation of a license, the sanction shall apply to the licensee, the licenses issued by the city and to the premises in question for the full term of the imposed sanction.

~~C. Hearing Officer: The city manager may appoint a hearing officer and the hearing officer shall have the power and authority to call, preside at and conduct hearings to consider the suspension, revocation, denial or approval of licenses issued by the city, including the power to examine witnesses and receive evidence. At the conclusion of any hearing held by a hearing officer to~~

~~consider the status of a license, the hearing officer shall furnish to the city manager written findings of fact supported by the evidence presented. Such findings, conclusions and order shall be advisory to the city manager and shall have no force or effect until or unless adopted by the city manager. The hearing officer's recommendations shall not preclude the taking of further evidence or further review by the city manager, if so directed.~~

DC. Subsequent License Application: It is unlawful for any person who has had a license suspended, revoked or denied to reapply for or obtain a license which has been suspended, revoked or denied during the time that the license has been revoked, suspended or denied, unless the contingent reason for the suspension, revocation, and/or denial has been fully corrected and the applicant is fully compliant with all city codes and regulations.

EXHIBIT B

The following sections and subsections of Chapter 5.38 (Home Occupations) are enacted as shown:

Chapter 5.38 **HOME OCCUPATIONS**

5.38.010: DEFINITION AND PURPOSE:

5.38.020: REQUIREMENTS:

5.38.030: PRESCHOOLS – ADDITIONAL REQUIREMENTS:

5.38.040: PROHIBITED ACTIVITIES AS A HOME OCCUPATION BUSINESS:

5.38.050: HOME OCCUPATION BUSINESS LICENSE APPLICATION:

5.38.060: HOME OCCUPATION APPLICATION REVIEW PROCEDURE:

5.38.010: DEFINITION AND PURPOSE:

Unless otherwise defined in this chapter, definitions in Title 17.08 shall apply.

A home occupation is any business or income producing activity conducted from a residential property. The home occupation provisions are intended to provide opportunities for minor in-home businesses which do not require the facilities of or have the impacts of larger concerns. Many types of businesses are allowed; provided, that they meet all of the provisions of this chapter. Home occupations do not include occasional baby sitting at the dwelling which would not be classified as a daycare or preschool operation. Home occupations are considered accessory uses in residential and agricultural zones. Garage or yard sales are not considered home occupations but may be held no more than four (4) calendar days per year. Sales of night crawlers gathered from the subject property, lemonade stands and similar occasional activities related to the subject premises are not considered home occupations. Temporary signage may be used to advertise yard sales, night crawlers, lemonade stands and similar occasional sales activities, provided it does not create a nuisance, is not placed on the public right of way and provided it is removed by seven o'clock (7:00) P.M. each day and upon conclusion of the activity. Home occupations will have no significant impact on the neighborhoods in which they are located and are considered to be secondary and incidental to and compatible with residential use.

5.38.020: REQUIREMENTS:

The following requirements shall apply to any home occupation:

A. The following home occupations are required to obtain and maintain a current city business license and meet all requirements of title 5 of this code. All other home occupations may operate without a city business license, but must comply with the remainder of this Chapter, as well as all applicable local, state, and federal laws.

1. In-home child or adult care and preschool businesses;

2. Businesses that have customers/clients coming to the home; and

3. Any business that is required by another government agency to obtain a city business license.

B. Any business that wishes to be issued a City home occupation business license, even though not otherwise required to by this ordinance, is required to apply under the provisions of this Chapter and pay fees as determined on the City's fee schedule.

C. Home occupations shall comply with Section 17.18.040 (Impact Control Measures), with the exception that Subsections F (Additional Notice) and G (Residential Protection Area) shall not apply.

D. Home occupations shall maintain the residential character of the dwelling by complying with the following requirements:

1. The combined area of all home occupation activities, including operation, office space, and storage space shall occupy not more than thirty-five (35%) of the floor area of the primary dwelling or one thousand (1,000) square feet, whichever is less. The home occupation shall not occupy any area within the garage.

2. No business displays or advertising shall be visible from the exterior of the premises, except as permitted in section 16.36.050 of Title 16.

3. Business activities involving pedestrian or vehicular traffic shall be conducted only between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M.

4. Business activities shall be conducted entirely within habitable building space of a dwelling unit or accessory building, except that activities may be conducted outdoors that are limited to children's play (daycare and preschool uses), recreational instruction (swimming, tennis, etc.), and animal or horticulture activities in an Agricultural Zone.

5. Home occupations shall not receive or generate more than twelve (12) one-way vehicle trips per day, including but not limited to customer/client visits and deliveries. Vehicular traffic from business related visitors/customers and deliveries shall not exceed that which normally and reasonably occurs for a home in the neighborhood and shall be conducted so that the neighbors will not be significantly impacted by its existence. The receipt or delivery of merchandise, goods, or supplies shall be limited to vehicles with a gross vehicle weight rating (GVWR) of 19,500 (class 5) pounds or less.

E. More than one home occupation may be associated with a residential dwelling, provided that all home occupations associated with a residential dwelling shall collectively comply with the regulations of this Section. Only one home occupation shall be licensed to conduct home childcare per dwelling unit.

F. The sale and distribution of goods conducted onsite is prohibited, except that goods may be sold on site that are incidental and secondary to a service of the home occupation.

G. Space utilized for a home occupation shall have been properly permitted and shall have been issued a certificate of occupancy by the City.

H. No more than one vehicle used with the home occupation and complying with provisions for vehicle storage of the zone in which the home occupation is located may be stored at the residence. Said vehicle shall be stored in a garage or at least six feet (6') behind the front or street side building lines of the dwelling.

I. One trailer may be used in association with a home occupation in accordance with the following standards:

1. An open or enclosed trailer with a body length of twenty-four (24) feet or less, excluding the tongue.

2. Materials/equipment shall not be stored outside of the trailer.

3. Trailer parking must comply with all residential trailer parking requirements.

4. The trailer must be well maintained and must not present negative impacts for adjacent neighbors including, but not limited to odors, dust, or parking location.

5. A site plan shall be included with all business license applications indicating where the trailer will be stored outside of the front yard.

J. The home occupation business shall be owned by and carried on only by a bona fide resident of the home. Employees of home occupations shall consist only of members of the family residing in the dwelling or other individuals whose activities are conducted away from the residence. Family as defined in Chapter 17.08.

K. A home occupation business license shall not be issued unless and until all other federal, state, county, local and other public agency license requirements to conduct said home occupation are met.

5.38.030: PRESCHOOLS – ADDITIONAL REQUIREMENTS:

Preschools for up to eight (8) students may be conducted as home occupations in accordance with provisions of this Chapter with the following and other conditions as determined by the City Council:

Maximum two (2) sessions per day and maximum four (4) sessions per week. Sessions shall be a maximum three (3) hours in length.

Students' ages shall be three (3), four (4), or five (5) years old.

Days and hours of operation shall be provided for review.

All life safety and building codes shall be met and a building permit, if necessary, shall be obtained for remodeling.

All other requirements of this chapter and other local, state and federal laws shall be met.

5.38.040: PROHIBITED ACTIVITIES AS A HOME OCCUPATION BUSINESS:

The following activities, including any similar activities, are prohibited in association with home occupations:

Mortuary, crematorium, columbarium, mausoleum, or funeral home.

Animal husbandry, kennels, animal hospitals, or veterinary services.

Clinic, dental office, medical office, chiropractic office, or hospital.

Junk yard, auto wrecking yard, salvage yard, or parking facility.

Storage, service, repair (including body work or spray finishing), sales, or rental of the following: automobiles, recreational vehicles, watercraft, aircraft, ATV or other motorized vehicles that are not registered to a resident of the dwelling.

Fitness or health spa facility.

Fabrication shops such as welding, woodworking, spray finishing and so forth.

Use of specified chemicals, pesticides and flammable/combustible materials, and including any other process or business where current, adopted Building and Fire Codes would require an Operational Permit.

Massage therapy or other alternative healing and energy healing businesses, with the exception that a home occupation business license may be issued if the applicant is the only person employed in said operation and he/she has obtained any required license(s) from the State of Utah.

Commercial stables.

Restaurant.

Depository and/or non-depository financial institution.

General retail sales.

Self-storage units.

Any business where the number of vehicular stops or visits would exceed 12 one-way trips per day.

5.38.050: HOME OCCUPATION BUSINESS LICENSE APPLICATION:

The following items shall be submitted to the city business licensing office when applying for a home occupation business license:

A. Application forms as provided by the city and the associated fee as determined by the city council.

B. Description of the nature of the home occupation and information as requested in the application.

C. Sketch of the site plan of the property and the floor plan of the dwelling and the area to be devoted to the home occupation with dimensions and area calculations.

D. List of materials and equipment to be used.

E. Hours of operation and the number of customers/visitors and deliveries to be made each day.

F. Other government approvals required for conducting the home occupation.

G. Proposed remodeling needed to conduct the home occupation and whether a city building permit will be required.

H. Signed affidavit by the applicant that all requirements and conditions of the city will be followed.

5.38.060: HOME OCCUPATION APPLICATION REVIEW PROCEDURE:

The city business licensing office and other city departments will review the home occupation business license application and may approve the application if all requirements are met.

EXHIBIT C

The following sections and subsections of Chapter 17.18 (Uses) are amended as shown:

17.18.030.030: RESIDENTIAL USE REGULATIONS:

A. General Residential Use Regulations:

1. There shall be no open storage of trash, debris, used materials or commercial goods or wrecked or neglected materials, equipment or vehicles. Containers or enclosures containing said items shall not be located in a front yard area, except for temporary use as needed for construction or disposal.

2. Home occupations may be licensed in an approved residential dwelling and according to the provisions of chapter ~~17.98~~5.38, “Home Occupations”, of ~~this~~ title 5.

~~3. Garage or yard sales are not considered home occupations but may not be held more than four (4) calendar days per year. Sales of night crawlers gathered from the subject property, lemonade stands and similar occasional commercial activities related to the subject premises are not considered home occupations. Temporary signage may be used to advertise yard sales, night crawlers, lemonade stands and similar occasional commercial sales activities, provided it does not create a nuisance, is not placed on the public right of way, and provided it is removed by seven o'clock (7:00) P.M. each day and upon conclusion of the commercial activity.~~

43. Farm animals may be allowed as regulated in sections 17.130.020, “Residential Chickens Floating Zone”, and 17.130.040, “Farm Animal Floating Zone”, of this title.

54. Household pets may be allowed as regulated by title 6, “Animals”, of this code.

B. Specific Regulations By Residential Use:

1. Group Living Uses: All group living uses (community residential facility, dormitory, institutional facility) shall require site plan review according to title 16, chapter 16.24, “Site Plan Review”, of this code and shall be located no closer than one-half (1/2) mile to another group living facility of the same use, unless otherwise approved by the planning commission with a conditional use permit pursuant to section 17.18.050 of this chapter.

a. P-O zone: Community residential facility uses shall not exceed two (2) stories.

b. R-M zone: Community residential facility uses shall not exceed sixteen (16) occupants and shall be located on a legal lot or parcel with frontage and access to a collector or arterial street.

2. Institutional Facility: Excluding temporary emergency shelter as determined necessary by the city, institutional facility uses shall be located no closer than one mile from any elementary/secondary education use or any other institutional facility use.

3. Live-Work:

a. Where allowed, live-work units shall be specifically indicated on, and approved with, an associated subdivision or site plan. Live-work units are not allowed in an existing development, unless the subdivision or site plan is amended.

b. Allowed nonresidential uses shall be established with the approval of the project and shall be consistent with other nonresidential uses allowed in the associated zone. The following activities are prohibited: sexually oriented businesses; uses involving animals on site; vehicle service and repair; welding/woodworking; storage or distribution of flammable liquids and hazardous materials beyond that normally associated with a residential use; drive-through and other uses and activities that are not compatible with residential uses due to potential adverse health or safety affects from dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration or other impacts.

c. The floor area of the nonresidential use shall not exceed fifty percent (50%) of the total floor area of the unit.

d. Employees may only consist of the residents of the dwelling and not more than one additional nonresident person.

e. Each nonresidential use shall comply with all requirements of this code.

f. The exterior of live-work units shall be designed to be compatible with surrounding residential uses.

g. One wall sign may be allowed. The sign shall not exceed five percent (5%) of the facade of the unit and shall comply with all other requirements of title 16, chapter 16.36 of this code.

h. Garage and/or exterior areas shall not be used for the nonresidential use, except that a garage area may be used to park one (1) vehicle related to the nonresidential use.

4. Neighborhood Residential Facility: Neighborhood residential facility uses shall comply with title 5, chapter 5.62, "Residential Facilities", of this Code.

5. Single-Family, Attached: Lots or parcels may be occupied by only one (1) single-family dwelling unit as the primary dwelling.

a. R-M Zone: Single-family, attached uses may only be approved as part of a development agreement approved by the City Council.

6. Single-Family, Detached: Lots or parcels may be occupied by only one (1) single-family dwelling unit as the primary dwelling. Accessory dwelling units may be permitted according to the provisions of section 17.130.030, "Accessory Living Unit Floating Zone", of this title.

17.18.030.070: ACCESSORY USE REGULATIONS:

A. General Accessory Use Regulations:

1. Accessory uses and buildings are permitted only in conjunction with the regulations of this Code and only when commonly and customarily associated with and incidental and secondary to allowed and approved primary uses.
2. When more than one accessory use is associated with a primary use, the accessory uses shall cumulatively remain incidental and secondary to the allowed uses.

B. Specific Regulations By Use Type:

1. Residential accessory uses and buildings may include, but are not limited to, ~~home occupations,~~ accessory living units, yard sales, caretakers, garages, sheds, swimming pools, recreational equipment, gardens and greenhouses.
2. Commercial, industrial and public accessory uses and buildings may include, but are not limited to, parking lots, terraces and properly screened utility and loading areas. The following activities, commonly associated with allowed commercial uses, may be conducted as accessory uses only in conformance with an approved conditional use permit: drive-through facility, car wash and outdoor speaker or public address system.
 - a. BH-MU zone: Drive-through facilities on lots or parcels adjacent to a right of way shall be screened with landscaping and/or fencing to a height of not less than two feet (2') and not more than four feet (4') above the right of way sidewalk or driving surface of the drive-through, whichever is higher.
 - b. C-C and C-F zones: One electronic vending machine (e.g., food, beverage, kiosks, etc.) may be located outside of the building of an established business if the building has a minimum main level footprint or floor area of five thousand (5,000) square feet and a minimum facade width of fifty (50) linear feet. One additional outdoor electronic vending machine may be allowed for every additional ten thousand (10,000) square feet of main level floor area. All outdoor vending machines shall be located adjacent to the building and within fifty feet (50') of the building's main entrance. Electronic vending machines shall not exceed fifteen (15) square feet in area and no more than seven feet (7') high. Electronic vending machines shall not impede or obstruct vehicular and/or designated pedestrian pathways or access.
 - c. MU zone: Drive-through facilities shall be located at the rear of the structure.
 - d. Outdoor storage shall only be allowed in association with plant nursery, vehicle repair, retail, or industrial uses and when located within sale/storage yards shown on an approved site plan and screened from view by a six foot (6') fence or wall. Sales/storage yards shall comply with yard area requirements of the applicable zone. Sales/storage yards require a conditional use permit when associated with vehicle repair or retail uses.
3. The sale and distribution of fuel, not otherwise classified as a gas station, from aboveground tanks may be allowed as an accessory use in commercial and industrial zones and shall require the following: a conditional use permit, be located one thousand feet (1,000') from the property line of a residential zone, and be set back from any adjacent public right of way the same distance as the primary building on the site.

4. Agricultural accessory uses may include, but are not limited to, barns, garages, silos, sheds, stables, paddocks, greenhouses, windmills, wells and water storage facilities.

a. Agricultural Zones: Produce stands not exceeding one per legal lot or parcel and shall be no more than three hundred (300) square feet are allowed as an accessory use for selling produce grown on the premises.

b. R-1.8 Zone: Animal husbandry and horticulture is allowed as an accessory use to an approved single-family, detached primary use in the R-1.8 zone and as regulated in section 17.130.040, “Farm Animal Floating Zone”, of this title.

EXHIBIT D

The following section and/or subsection of Chapter 17.54 (Redwood Road Mixed Use (MU) Zones) is amended as shown:

17.54.030: USES:

Uses may be conducted in the MU zones only in accordance with the following regulations:

A. Only allowed permitted, conditional or accessory uses as set forth in this chapter may be conducted in the MU zones. A conditional use permit must be obtained prior to the establishment of a conditional use. Sexually oriented businesses are prohibited in the MU zones.

B. All uses established in the MU zones shall be conducted within completely enclosed buildings, except those uses deemed, through conditional use approval, to be customary “outdoor” uses such as recreation, garden nursery, lumberyards or other similar uses.

C. Accessory uses and buildings are permitted in the MU zones only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, parking areas, utility and loading areas and other buildings and activities which are incidental and subordinate to the permitted or conditional use on the premises. Accessory buildings in residential developments shall meet requirements for residential zones found elsewhere in this title.

D. There shall be no open storage of trash, debris, used, wrecked or neglected materials, equipment or vehicles in MU zones. No commercial materials, goods or inventory may be stored in open areas in MU zones, except for temporary display items which are removed daily and which may be located only on private property no closer than ten feet (10') from any public right of way. No more than twelve (12) small party balloons and six (6) weatherproof placards, each not exceeding two feet (2') square per business, may be attached to the displays and shall be removed daily with the displays. All other signs and devices are prohibited. Outdoor storage of inventory or products such as firewood, water softener salt, garden supplies and building materials is permitted only in screened areas approved for such purpose with site plan review.

E. No vehicle, boat or trailer, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, attended or not, may be parked or stored in MU zones for longer than seventy two (72) hours unless stored within a completely enclosed building or opaque fence enclosure which completely obscures said vehicle or parts from public view. No more than two (2) such vehicles may be so stored on a lot in MU zones. No commercial vehicles such as earthmoving or material handling equipment, semitrucks or trailers or any commercial truck, trailer or vehicle may be stored in MU zones for longer than seventy two (72) hours, except in conjunction with an approved use or approved development or construction activities on the property.

F. Watercraft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an MU zone, except that said vehicles may be stored temporarily in front or street side yards for no longer than seventy two (72) hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front

line of the main building and at least eight feet (8') from the street right of way line and if enclosed with a six foot (6') high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in MU zones, except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than seven (7) days per calendar year.

G. Home occupations may be licensed in any residence in MU zones according to provisions of chapter ~~17.98~~5.38 of this title 5. ~~Home occupation daycare or schooling not exceeding six (6) attendees may only be allowed with a conditional use permit.~~

H. Religious activities may be allowed in MU zones with approval of a conditional use permit.

EXHIBIT E

The following sections and/or subsections of Chapter 17.98 (Home Occupations) are deleted as shown:

Chapter 17.98 HOME OCCUPATIONS

~~17.98.010: DEFINITION AND PURPOSE:~~

~~17.98.020: RESTRICTIONS:~~

~~17.98.030: PRESCHOOLS:~~

~~17.98.040: APPLICATION:~~

~~17.98.050: APPLICATION REVIEW PROCEDURE:~~

~~17.98.060: APPLICATION APPEAL PROCEDURE:~~

~~17.98.070: REVOCATION:~~

17.98.010: DEFINITION AND PURPOSE:

~~A home occupation is any business or income producing activity conducted from a residential property. The home occupation provisions are intended to provide opportunities for minor in home businesses which do not require the facilities of or have the impacts of larger concerns. Many types of businesses are allowed; provided, that they meet all of the provisions of this chapter. Home occupations do not include occasional baby sitting at the dwelling which would not be classified as a daycare or preschool operation. Home occupations are considered accessory uses in residential and agricultural zones. Garage or yard sales are not considered home occupations but may be held no more than four (4) calendar days per year. Sales of night crawlers gathered from the subject property, lemonade stands and similar occasional activities related to the subject premises are not considered home occupations. Temporary signage may be used to advertise yard sales, night crawlers, lemonade stands and similar occasional sales activities, provided it does not create a nuisance, is not placed on the public right of way and provided it is removed by seven o'clock (7:00) P.M. each day and upon conclusion of the activity. Home occupations will have no significant impact on the neighborhoods in which they are located and are considered to be secondary and incidental to and compatible with residential use.~~

17.98.020: RESTRICTIONS:

~~The following restrictions shall apply to any home occupation:~~

~~A. All home occupations are required to obtain and maintain a current city business license and meet all requirements of title 5 of this code.~~

~~B. All home occupations shall comply with federal, state and local laws and ordinances.~~

~~C. Home occupations shall not involve the unauthorized use of hazardous or annoying substances or processes nor shall they create any hazardous or offensive odors, noises, fumes, gases, dust, radiation, glare, electrical interference, vibrations, heat, wastes, pathogens or any other harmful substances or effects.~~

~~D. Home occupations shall be conducted entirely within the primary dwelling unit and may not occupy, with either goods, materials, equipment or activities, garage area, or lot area, except that home occupation activities which could occur in the primary dwelling may occur in habitable space of a fully enclosed and properly permitted accessory building associated with a single family residential dwelling. Training activities such as swimming, tennis and horseback riding or daycare or preschool activities may be conducted outdoors; provided, that no nuisance is created. Home occupations may not occupy more than thirty five percent (35%) of the floor area of the main building or one thousand (1,000) square feet, whichever is less.~~

~~E. Home occupations shall not receive or generate more than a total of six (6) customers, visitors, vehicle round trips and/or deliveries per day except for approved preschools. Tractor/trailer rigs may not be brought to the residence.~~

~~F. No more than one vehicle used with the home occupation and complying with provisions for vehicle storage of the zone in which the home occupation is located may be stored at the residence. Said vehicle shall be stored in a garage or at least six feet (6') behind the front or street side building lines of the dwelling.~~

~~G. Home occupations shall not cause excessive demands on city services.~~

~~H. Employees of home occupations shall consist only of members of the family residing in the dwelling or other individuals whose activities are conducted away from the residence.~~

~~I. No display of merchandise or advertising shall be visible from the street or neighboring properties, except as permitted in section 16.36.050 of this code.~~

~~J. The exteriors of dwellings may not be altered from a residential character as a result of or to enhance a home occupation.~~

~~K. Home occupations involving pedestrian or vehicle traffic shall be conducted only between the hours of seven o'clock (7:00) A.M. and seven o'clock (7:00) P.M.~~

~~L. More than one home occupation may be conducted on a property; provided, that these regulations are followed as though there were only one occupation on the property.~~

~~M. Retail sales may not be conducted as a home occupation, except if incidental to another service performed by the operator. Otherwise, goods may not be distributed or disbursed at the residence.~~

~~N. Meetings held for the purpose of marketing, taking orders or training may be held at the residence; provided, that no violations of this chapter occur.~~

~~O. The city may place additional restrictions on a home occupation relating to hours of operation, parking, traffic or other matters as it deems necessary to mitigate impacts on the neighborhood and the city in general.~~

17.98.030: PRESCHOOLS:

~~Preschools for up to six (6) students may be conducted as home occupations in accordance with provisions of this chapter without a conditional use permit. Preschools for seven (7) to a maximum of twelve (12) students may be conducted as home occupations with approval of a conditional use permit/concept plan with the following and other conditions as determined by the city council:~~

~~A. Maximum two (2) sessions per day and maximum four (4) sessions per week. Sessions shall be a maximum three (3) hours in length.~~

~~B. Students' ages shall be three (3), four (4) or five (5) years old.~~

~~C. Days and hours of operation shall be provided for review.~~

~~D. All life safety and building codes shall be met and a building permit, if necessary, shall be obtained for remodeling.~~

~~E. All state licensing requirements will be met.~~

~~F. All other requirements of this chapter and other local, state and federal laws shall be met.~~

17.98.040: APPLICATION:

~~The following items shall be submitted to the city business licensing office in applying for a home occupation business license:~~

~~A. Application forms as provided by the city and the associated fee as determined by the city council.~~

~~B. Description of the nature of the home occupation and information as requested in the application.~~

~~C. Sketch of the site plan of the property and the floor plan of the dwelling and the area to be devoted to the home occupation with dimensions and area calculations.~~

~~D. List of materials and equipment to be used.~~

~~E. Hours of operation and the number of customers, vehicle trips and deliveries to be made each day.~~

~~F. Other government approvals required for conducting the home occupation.~~

~~G. Proposed remodeling needed to conduct the home occupation and whether a city building permit will be required.~~

~~H. Signed affidavit by the applicant that all requirements and conditions of the city will be followed.~~

~~I. Mailing labels and postage for owners of properties within three hundred feet (300') of the lot or parcel and within the same subdivision plat (if applicable) on which the home occupation is proposed.~~

17.98.050: APPLICATION REVIEW PROCEDURE:

~~The city business licensing office shall mail a written notice informing the neighboring property owners within three hundred feet (300') and within the same subdivision plat of the proposed home occupation. The city business licensing office and other city departments will review the home occupation business license application and may approve the application if all requirements are met and if no additional information conflicting with the provisions of this chapter has been filed within fourteen (14) days of the mailing.~~

17.98.060: APPLICATION APPEAL PROCEDURE:

~~If city staff finds that certain conditions cannot be met, that the proposed home occupation is not appropriate or is inconsistent with the definition and purpose of this chapter, the application shall be denied. The city business licensing office shall provide written notice of city staff's decision to the applicant and to all individuals who provided written responses to the original notice.~~

~~The applicant, or an affected neighbor may appeal staff's decision for a public hearing before the planning commission within fourteen (14) days of the decision rendered by staff. The decision of the planning commission may be appealed to the city council within fourteen (14) days of the planning commission decision. Costs of notification for the planning commission and/or city council meetings shall be borne by the appellant. The planning commission or city council may place conditions on the approval of the home occupation business license application pertaining to the conduct of the business, subject to chapter 17.84 of this title.~~

17.98.070: REVOCATION:

~~A home occupation may be commenced only upon completion of all plan improvements as stipulated in the accompanying approval. The home occupation will be conducted in conformance with approved plans and conditions. Application to amend a home occupation license may be requested by following the application procedures in this chapter. A home occupation license may be revoked by the city council, after a public hearing, if requested by the property owner or if it is shown that one or more of the following conditions exist:~~

- ~~A. The use is conducted prior to completion of all required improvements and conditions.~~
- ~~B. The use is established or conducted contrary to any of the approved plans or conditions.~~
- ~~C. The use is conducted contrary to local, state, or federal laws.~~
- ~~D. The use is creating a nuisance or hazard.~~

EXHIBIT F

The following section and/or subsection of Chapter 5.12 (Alcoholic Beverage Licenses) is amended as shown:

5.12.020: DEFINITIONS:

For purposes of this chapter definitions found in the Utah alcoholic beverage control act, title 32B, as amended are hereby adopted except for those defined in this section. Words defined below are either not present in the Utah code or more restrictive, and will also be binding within the city.

CITY: South Jordan City.

PUBLICLY OWNED RECREATION FACILITY: Any building or permanent structure owned or leased by the state, a county, city or other local political jurisdiction that is used primarily for recreational activities.

SOUTH JORDAN BEER ONLY RESTAURANT LICENSE: This license permits a restaurant to store, sell and allow consumption of only beer on its premises within the city, but not liquor, spirituous liquor, flavored malt beverage, wine, or heavy beer.

SOUTH JORDAN ~~DINING CLUB~~**BAR** LICENSE: This license may be granted only to businesses that held a South Jordan Dining Club License as of March 28, 2017 and allows the sale, storage, service, and consumption of alcoholic beverages by the ~~dining club~~**bar** on its premises. ~~Dining clubs must maintain at least sixty percent (60%) of their club business from the sale of food, have a portion of the premises used for a dining area, and adequate culinary facilities to service full meals.~~

SOUTH JORDAN FULL SERVICE RESTAURANT LICENSE: This license permits the licensee to store, sell, and allow consumption of any alcoholic beverage on its premises within the city.

SOUTH JORDAN LIMITED SERVICE RESTAURANT LICENSE: This license permits a restaurant to store, sell and allow consumption of only wine, heavy beer, and beer on its premises within the city, but not liquor, spirituous liquor or flavored malt beverage.

SOUTH JORDAN OFF PREMISES BEER RETAILER LICENSE: This license permits the licensee to sell beer on its premises in original containers for consumption off the premises in accordance with law.

SOUTH JORDAN ON PREMISES BANQUET LICENSE: This license permits the storage, sale, service, and consumption of liquor, wine, heavy beer, and beer for contracted banquet activities on the premises of a hotel, resort facility, sports center, or convention center. It also allows for room service in hotels and resorts. Alcoholic beverages may be sold on any day from ten o'clock (10:00) A.M. until one o'clock (1:00) A.M.

SOUTH JORDAN ON PREMISES BEER RETAILER LICENSE: This license permits a business establishment to sell beer (not liquor) to public patrons for consumption on the

premises. These establishments must be a recreational amenity, but not taverns. This license requires local consent.

SOUTH JORDAN SINGLE EVENT PERMIT: Single event permits are available for a group that wants to sell liquor, wine, beer, or heavy beer at a temporary event not to exceed one hundred twenty (120) hours. These are available to a bona fide partnership, corporation, limited liability company, church, political organization, or incorporated association or to a recognized subordinate lodge, chapter or other local unit thereof that is conducting a civic or community enterprise or convention. The organization must have been in existence as a bona fide organization for at least one year prior to the date of application.

The permit allows for cash bars and the sale of alcoholic beverages to the general public, or to the organization's own invited guests for the duration of the event. The permit may only be issued for zones where regular licenses are permitted.

SOUTH JORDAN SPECIAL USE PERMIT: Special use permits are issued for the purchase, sale, storage, use, consumption, or manufacture of alcoholic products in limited types and quantities, and for limited purposes. The following types of permits are considered special use permits: religious wine permits issued to religious organizations, industrial or manufacturing use permits issued to persons or organizations involved in industrial or manufacturing pursuits, scientific or educational use permits issued to persons or organizations involved in scientific or educational pursuits, healthcare facility use permits issued to hospitals or healthcare facilities, and public service permits issued to operators of airlines, railroads, or other public conveyances.

SOUTH JORDAN TEMPORARY BEER EVENT PERMIT: Temporary event permits for the sale of beer for on premises consumption at a temporary event that does not last longer than thirty (30) days.

5.12.040: LICENSES:

A. Each Place Of Sale, License Required: A separate license shall be required for each place of sale. Each licensee shall display in a prominent place in their business the license issued by South Jordan City. The applicable alcoholic beverage license (including fees) required is in addition to the general business license that shall be required.

B. Transfer Of License: There shall be no transfer of any type of South Jordan City license from one location to another.

C. Monetary Value Of License: South Jordan City alcoholic beverage licenses have no monetary value for the purpose of any type of disposition. A person, having been granted a South Jordan City license, may not sell, exchange, barter, give or attempt in any way to dispose of the license whether for monetary gain or not.

D. Utah Alcoholic Beverage Control Act: Applicable provisions of the Utah alcoholic beverage control act set forth at Utah Code Annotated section 32B-1-101 et seq., as currently adopted and as hereinafter amended are adopted as the alcoholic beverage licenses of the city.

E. Enumerated: The following licenses shall be issued under the provisions of this chapter and shall be subject to the operational restrictions of the applicable alcoholic beverage control act sections and the limitations noted below:

1. South Jordan Beer Only Restaurant License: Applicable provisions of the Utah alcoholic beverage control act pertaining to off premises beer retailer licenses as set forth at Utah Code Annotated section 32B-6-901 et seq., as currently adopted and as hereinafter amended are adopted as the South Jordan beer only restaurant license.

2. South Jordan ~~Dining Club~~**Bar** License: Applicable provisions of the Utah alcoholic beverage control act pertaining to ~~club liquor~~**bar** licenses as set forth at Utah Code Annotated section 32B-6-40~~14~~**14** et seq., as currently adopted and as hereinafter amended are adopted as the South Jordan ~~dining club~~**bar** license. ~~Note: South Jordan City only permits dining clubs; it does not permit equity club, fraternal club, or social club liquor licenses.~~

3. South Jordan Full Service Restaurant License: Applicable provisions of the Utah alcoholic beverage control act pertaining to restaurant licenses as set forth at Utah Code Annotated section 32B-6-201 et seq., as currently adopted and as hereinafter amended are adopted as the South Jordan full service restaurant license. This license includes a specific location authorized by the UABCC under a master full service restaurant license.

4. South Jordan Limited Service Restaurant License: Applicable provisions of the Utah alcoholic beverage control act pertaining to limited restaurant licenses as set forth at Utah Code Annotated section 32B-6-301 et seq., as currently adopted and as hereinafter amended are adopted as the South Jordan limited service restaurant license. This license includes a specific location authorized by the UABCC under a master limited service restaurant license.

5. South Jordan Off Premises Beer Retailer License: Applicable provisions of the Utah alcoholic beverage control act pertaining to off premises beer retailer licenses as set forth at Utah Code Annotated section 32B-7-101 et seq., as currently adopted and as hereinafter amended are adopted as the South Jordan off premises beer retailer license with the following exceptions:

a. Location Restrictions: A South Jordan off premises beer retailer license will not be issued to any person where the premises would be located within three hundred feet (300') of a community location as measured from the nearest entrance of the outlet by following the shortest route of either ordinary pedestrian traffic, or where applicable, vehicular travel along public thoroughfares, whichever is the closer, to the property boundary of a public or private school, church, public library, public playground or park. The premises of a South Jordan off premises beer retailer licensee may not be established within one hundred feet (100') of any community location, measured in a straight line from the nearest entrance of the proposed outlet to the nearest property boundary of the public or private school, church, public library, public playground or park.

b. Hours: A South Jordan off premises beer retailer licensee may only sell beer between the hours of seven o'clock (7:00) A.M. and one o'clock (1:00) A.M.

6. South Jordan On Premises Banquet License: Applicable provisions of the Utah alcoholic beverage control act pertaining to on premises banquet licenses as set forth at Utah Code Annotated section 32B-6-601 et seq., as currently adopted and as hereinafter amended are adopted as the South Jordan on premises banquet license.

7. South Jordan On Premises Beer Retailer License: Applicable provisions of the Utah alcoholic beverage control act pertaining to on premises beer retailer licenses as set forth at Utah Code Annotated section 32B-6-701 et seq., as currently adopted and as hereinafter amended are adopted as the South Jordan on premises beer retailer license. Note: South Jordan City does not permit taverns within the city even though they are permissible under the referenced section of the UABCA.

8. South Jordan Single Event Permit: Applicable provisions of the Utah alcoholic beverage control act pertaining to single event permits as set forth at Utah Code Annotated section 32B-9-301 et seq., as currently adopted and as hereinafter amended are adopted as the South Jordan single event permit.

9. South Jordan Special Use Permit: Applicable provisions of the Utah alcoholic beverage control act pertaining to special use permits as set forth at Utah Code Annotated section 32B-10-101 et seq., as currently adopted, and as hereinafter amended are adopted as the South Jordan special use permit.

10. South Jordan Temporary Beer Event Permit: Applicable provisions of the Utah alcoholic beverage control act pertaining to temporary beer event permits as set forth at Utah Code Annotated section 32B-9-401 as currently adopted and as hereinafter amended are adopted as the South Jordan temporary beer event permit.

5.12.080: QUALIFICATIONS FOR A LICENSE OR PERMIT:

A. South Jordan City shall not issue a license or permit to any person convicted of any violation of a law enumerated in Utah Code Annotated 32B-1-304 et seq.

B. South Jordan City shall revoke the license or permit of any person or any business consistent with action of the UABCC taken pursuant to Utah Code Annotated 32B-1-304 et seq.

5.12.120: MATRIX FOR LICENSE BY ZONE:

Key:		
NP	-	Not permitted
P	-	Permitted

Zone	Zone Description	SJ Off Premises Beer Retailer License	SJ On Premises Beer Retailer License	SJ Full Service Restaurant License	SJ Limited Service Restaurant License	SJ Beer Only Restaurant License	SJ On Premises Banquet License	SJ Dining Club/Bar License
A-5	Agricultural, 5 acre lot	NP	NP ¹	NP	NP	NP	NP	NP
A-1	Agricultural, 1 acre lot	NP	NP	NP	NP	NP	NP	NP
R-1.8	Residential, 1.8 lots or units per acre	NP	NP	NP	NP	NP	NP	NP
R-2.5	Residential, 2.5 lots or units per acre	NP	NP	NP	NP	NP	NP	NP
R-3	Residential, 3 lots or units per acre	NP	NP	NP	NP	NP	NP	NP
R-4	Residential, 4 lots or units per acre	NP	NP	NP	NP	NP	NP	NP
R-5	Residential, 5 lots or units per acre	NP	NP	NP	NP	NP	NP	NP
R-M	Residential, multiple-family	NP	NP	NP	NP	NP	NP	NP
P-O	Professional office	NP	NP	P	P	P	P	P
C-C	Commercial-community	P	P	P	P	P	NP	<u>NP</u>

MU-Ngate	Redwood Road mixed use-north gateway	NP	NP	NP	NP	NP	NP	NP
MU-R&D	Redwood Road mixed use-research and development	NP	NP	NP	NP	NP	NP	NP
MU-City	Redwood Road mixed use-city center	P	P	P	P	NP	NP	NP
MU-Hist	Redwood Road mixed use-historic and landmark	NP	P	P	P	P	NP	NP
MU-Comm	Redwood Road mixed use-community center	NP	P	P	P	P	NP	NP
MU-South	Redwood Road mixed use-south center	P	P	P	P	P	NP	NP
MU-Sgate	Redwood Road mixed use-south gateway	NP	NP	NP	NP	NP	NP	NP
C-N	Commercial-neighborhood	P	NP	NP	NP	NP	NP	NP
C-I	Commercial-industrial	P	P	P	P	P	NP	<u>NP</u>
C-F	Commercial-freeway	P	P	P	P	P	P	<u>NP</u>
I-F	Light industrial-freeway	P	P	P	P	P	P	<u>NP</u>

BH-MU	Bangerter Highway mixed use	P	P	P	P	P	P	NP
P-C	Planned community	P	P	P	P	P	P	P
MU-TOD	Mixed use-transit oriented development	P	P	P	P	P	P	<u>NP</u>
MU-TC	Mixed use-town center	P	P	P	P	P	P	<u>NP</u>

Note:

1. Publicly owned recreation facilities are a permitted exception in this zone.

**PUBLIC HEARING - K: MERIT MEDICAL SOUTH CAMPUS
DEVELOPMENT AGREEMENT AND REZONE**

**SOUTH JORDAN CITY
CITY COUNCIL REPORT**

Meeting Date: 6/19/2018

Application: MERIT MEDICAL SOUTH CAMPUS REZONE
Rezone from Village Mixed Use (MU-V) to Redwood Road Mixed Use Research and Development (MU-R&D).

Address: 10052 South Redwood Road

File No: PLZBA201800335

Applicant: Ryan Berry, MHTN Architects

Submitted By: Brad Sanderson, Planner III

Presented By: Steven Schaefermeyer

Staff Recommendation (Motion Ready): Based on the findings and conclusions listed below, City Staff recommends that the City Council **Approve:**

1. Resolution R2018-25 (Development Agreement), which will require certain design and development criteria to alleviate potential impact to existing surrounding residential neighborhoods; and
2. Ordinance 2018-03-Z, rezoning the subject property from Village Mixed Use (MU-V) to Redwood Road Mixed Use Research and Development (MU-R&D).

STANDARD OF APPROVAL

The rezoning of property may not be considered if the proposed zoning does not conform to the general plan. The following guidelines shall be considered in the rezoning of parcels:

- A. The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties. (City Code § 17.22.020)

BACKGROUND

Merit Medical recently acquired three parcels comprising 6.86 acres, located at approximately 10052 South Redwood Road and is now proposing to rezone the three parcels from the current Village Mixed Use (MU-V) Zone to the Redwood Road Mixed Use Research and Development (MU-R&D) Zone.

The Applicant (Ryan Berry MHTN Architects) has provided a concept plan showing a potential 106,000 square foot, two-story building. The Applicant has indicated that the intended use of the building will be primarily for research and development as well as some offices, both of which are

permitted uses. The applicant has also indicated that there may be some light manufacturing, which is allowed as a conditional use rather than a permitted use.

Because the property abuts residential uses to the north and west, City Staff is recommending a development agreement be considered with the rezone application, which would require additional buffering, code clarification, and further impact studies that would help analyze potential impact based on the concept plan and intended use. The Applicant has reviewed the proposed draft agreement and agrees to all of the terms listed therein.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

Findings:

- Prior to Merit Medical owning the property, the property was approved for the MU-V Zone in conjunction with a Master Development Plan (MDP). The MDP required a mixture of office, retail, and multifamily residential uses on the east portion of the property near Redwood Road. With the exception of some single family homes near the northwest corner of the property, most of the remaining western portion of the property was designated for townhouses.
- The purpose of the MU zones is to establish unique and distinct districts in a succession of nodes along the Redwood Road corridor intended to create a distinctive identity representative of the city's quality of life. The MU zones will encourage orderly, aesthetically pleasing development and a balance of uses while discouraging strip commercial with its attendant congestion, pollution and visual blight. (City Code § 17.54.010.)
- The minimum area of any MU zone is five acres. (City Code § 17.54.050.) The subject property is 6.8 acres.
- The City has adopted impact control measures (see City Code 17.18), however the Redwood Road Zone, including its sub-districts, has not yet been incorporated into this particular chapter of the City Code. Nonetheless, City Staff recommends that the City Council enter into a development agreement that would address and mitigate potential impacts or nuisances (similar to the impact control measures required by other zones) that may result from rezoning the property.
- The Utah Salt Lake Canal and affiliated service road (approximately 60 feet wide), are located between the subject property and adjoining residential neighborhood to the west. Furthermore, the elevation of the subject property is several feet lower than that of the residential properties to the west.
- The concept plan demonstrates that the subject property can accommodate the requirements of the Redwood Road Mixed Use Research & Development Zone as well as those items imposed within the recommended development agreement.
- There is a masonry wall separating the subject property from the post office, located adjacent to the south. Most of the surrounding properties west and north of the subject property are already developed with single family homes. There is a 1.83 acre parcel located immediately to the north (owned by Kalipetsis) which has access on two sides and could be further developed but would likely require a zone change as it is within the A-5 Zone. There is nothing regarding the proposed rezone that would impair the development potential of this parcel or any other adjoining parcels.
- The City's Engineering Department has conducting a preliminary infrastructure analysis evaluating existing demand and availability of city services (see attached).

- With respect to the proposal, the following General Plan Policy applies:
 - Policy LU-6.1: *Development requests should be properly evaluated to ensure that land use incompatibility is minimized.*
- Staff has found the proposed zoning, in conjunction with a development agreement, to be appropriate along Redwood Road.

Conclusion:

Based on the findings listed above, Staff concludes that:

- The proposed rezone meets the specific guidelines for rezoning property as outlined in letters A-C in Section 17.22.020 of the City Code.
- The property is located along Redwood Road and the M-U R&D Zone is a likely and appropriate Zone. However, because most of the abutting properties are already developed, this infill development, per the concept plan, may have some impact on surrounding properties. As such, the development agreement will further clarify certain code requirements, create additional buffering, and mitigate foreseeable impact to the surrounding properties.
- The proposed zone change will not negatively impact the City's infrastructure.

Recommendation:

- Based on the Findings and Conclusions listed above, Staff recommends that the City Council take comments at the public hearing and **Approve** Resolution R2018-25 (Development Agreement), which will require certain design and development criteria to alleviate potential impact to existing surrounding residential neighborhoods, and Ordinance 2018-03-Z, rezoning the subject property from Village Mixed Use (MU-V) to Redwood Road Mixed Use Research and Development (MU-R&D); unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.
- The City's Planning Commission held a public hearing on May 22, 2018, whereupon there was no public comment made. Although the development agreement was not available at the time, the Planning Commission felt that an agreement which would both enhance the development design as well as alleviate impact to surrounding property owners would be appropriate, whereupon the Commission forwarded their recommendation (3-0) in favor of both Resolution R2018-25 and Ordinance 2018-03-Z.

ALTERNATIVES:

- Recommend denial of the application.
- Propose modification(s) to the application (including the development agreement).
- Schedule the application for a decision at some future date.

SUPPORT MATERIALS:

- Location Map
- Zoning Map
- Future Land Use Map
- Concept Plan
- Infrastructure Analysis
- Resolution R2018-25 (Development Agreement)
- Ordinance 2018-03-Z



Redwood Road

Subject Property





Reunion Avenue

MU-R&D

Redwood Road

Subject Property
MU-V

A-5

R-M

Zoning Map
A-2

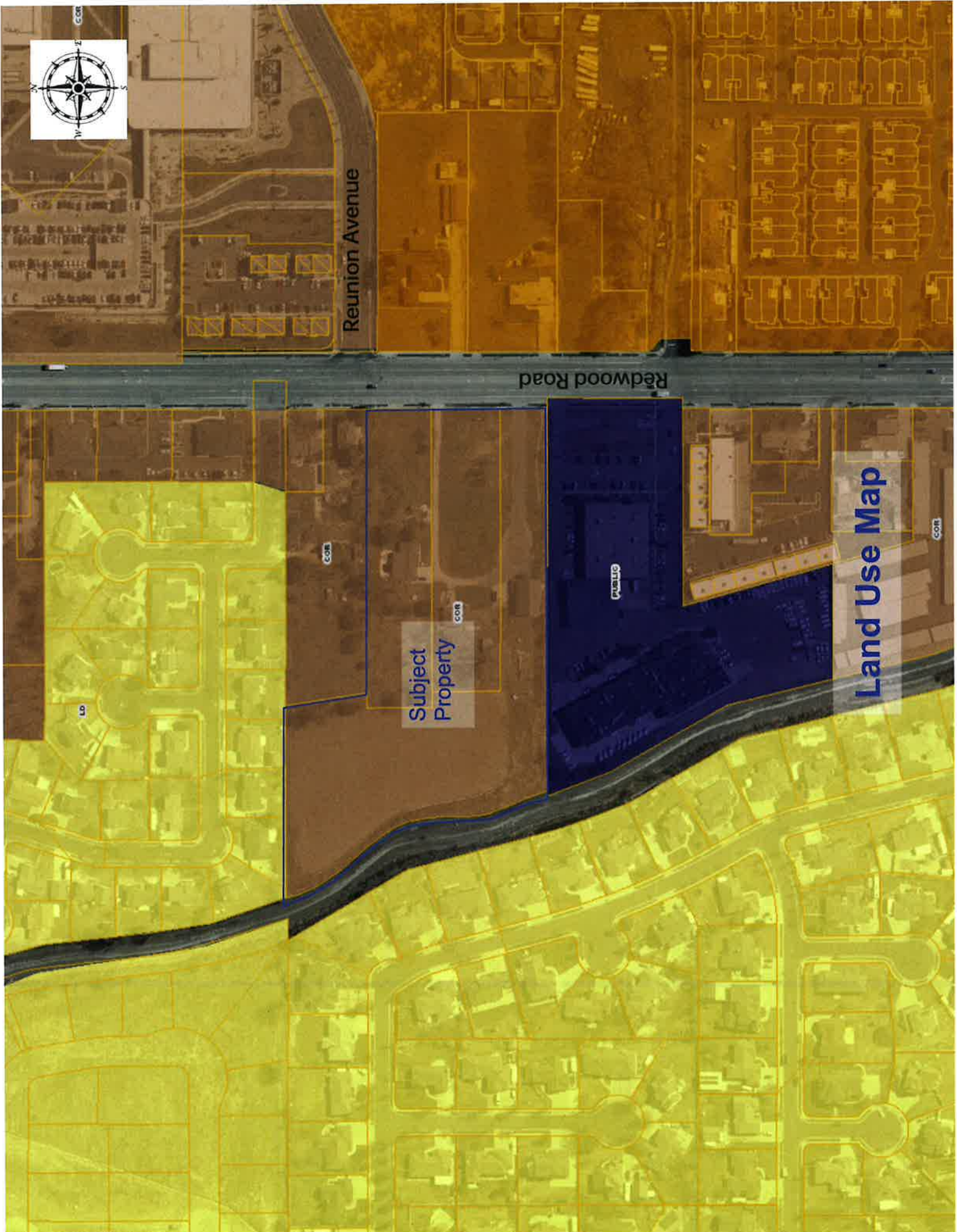


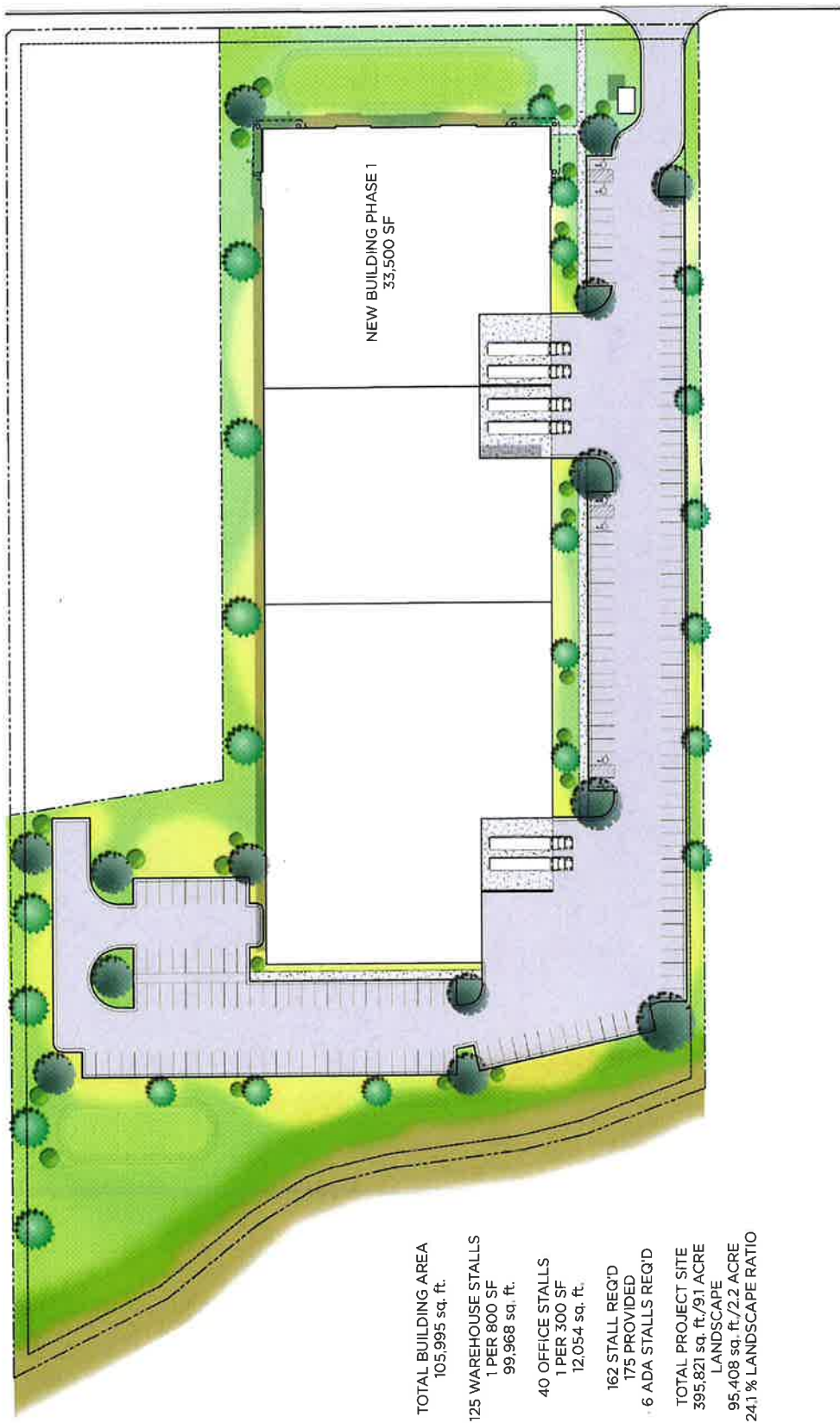
Reunion Avenue

Redwood Road

Subject Property

Land Use Map





- TOTAL BUILDING AREA
105,995 sq. ft.
- 125 WAREHOUSE STALLS
1 PER 800 SF
99,968 sq. ft.
- 40 OFFICE STALLS
1 PER 300 SF
12,054 sq. ft.
- 162 STALL REQ'D
175 PROVIDED
6 ADA STALLS REQ'D
- TOTAL PROJECT SITE
395,821 sq. ft./91 ACRE
LANDSCAPE
95,408 sq. ft./2.2 ACRE
24.1 % LANDSCAPE RATIO

SITE PLAN WITH 3D VIEW LOCATIONS

11 APR 2018





VIEW 1 - AERIAL VIEW



11 APR 2018



VIEW 2 - NORTH VIEW REDWOOD ROAD

11 APR 2018





VIEW 3 - SOUTH VIEW REDWOOD ROAD

11 APR 2018



LAND USE AMENDMENTS & REZONE DEVELOPMENT PROJECTS

INFRASTRUCTURE ANALYSIS

Project Name/Number	Merit Medical South Campus – MU-V to Redwood Rd R&D
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Planner Assigned	Brad Sanderson
Engineer Assigned	Shane Greenwood

The Engineering Department has reviewed this application and has the following comments:

Transportation: *(Provide a brief description of the access, transportation master plan and how this change affects Master Plan, condition/status of existing roadways. Determine whether a Traffic Study should be completed)*

The subject property is located at 10058 South Redwood Road with one proposed ingress/egress to Redwood Road. The developer is required to get UDOT approval for the access on Redwood Road since it is a State road. It is anticipated that UDOT will approve the developer's proposal of constructing a new approach to Redwood Road that is south of the existing on condition of removing the existing approach. A Traffic Impact Study will be completed to determine an acceptable level of service for Redwood Road.

Culinary Water: *(Provide a brief description of the water servicing the area, look into deficiencies, and determine if water modeling needs to be performed at this time, look at Water Master Plan and evaluate the change to the Master Plan)*

Subject property can be serviced by the existing water main in park strip on west side of Redwood Road as well as existing water services on the proposed development site, which may be used for culinary water service to the building and for landscape irrigation service. Depending on the type of building construction and/or building use, a fire line from the water main to the building may be required. Per City standards, a water model submittal is required.

Secondary Water: *(Provide a brief description of the secondary water servicing the area, briefly look into feasibility)*

Not required.

Sanitary Sewer: *(Attach letter from South Valley Sewer stating that this zone/land use change does not affect service and that any future project can be serviced by the District)*


At the time of Site Plan approval, the developer must submit an approval letter from South Valley Sewer District stating sufficient capacity for any additional sewer connections to the sewer main in the area. It is anticipated that adequate sewer service is available.

Storm Drainage: *(How will this area be serviced for storm drainage, kept on site, Master Storm Plan, etc. any other issues with drainage)*

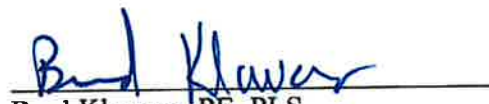
It is anticipated that the proposed storm drain system will collect and discharge into the Redwood Road storm drain system at a restricted rate per UDOT requirements, which should have sufficient capacity. At the time of Site Plan approval, the developer is required to submit storm drain calculations for City review and approval as well as UDOT's review and approval.

Other Items: *(Any other items that might be of concern)*

Report Approved:


Development Engineer

5/8/18
Date


Brad Klavano, PE, PLS
Director of Engineering/City Engineer

5/8/18
Date

RESOLUTION R2018 - 25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MERIT MEDICAL SYSTEMS, INC. PERTAINING TO PROPERTY GENERALLY LOCATED AT 10052 SOUTH REDWOOD ROAD.

WHEREAS, the City of South Jordan is a municipal corporation and political subdivision of the State of Utah (“City”) authorized to enter into development agreements that it considers are necessary or appropriate for the use and development of land within the City pursuant to Utah Code § 10-9a-102, *et seq.*; and

WHEREAS, City has entered into development agreements from time to time as City has deemed necessary for the orderly development of City; and

WHEREAS, Merit Medical Systems, Inc. now desires to enter into an agreement for the purpose of developing and changing the zoning designation on property it owns at approximately 10052 South Redwood Road (the “Property”); and

WHEREAS, the City Council of the City of South Jordan (the “City Council”) has determined that it is in the best interest of the public health, safety, and welfare of City to enter into a development agreement for the orderly development of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Sign Development Agreement. The City Council hereby authorizes the Mayor to sign the Merit Medical Systems, Inc. Development Agreement which is attached hereto as Exhibit 1.

SECTION 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2018 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

Exhibit 1
(Development Agreement)

DEVELOPMENT AGREEMENT

The City of South Jordan, a Utah municipal corporation (the “City”), and Merit Medical Systems, Inc., a Utah Corporation (“the Developer”), enter into this Development Agreement (this “Agreement”) and agree as set forth below. This Agreement shall become effective (the “Effective Date”) upon the date this Agreement is signed by both parties. The City and the Developer are jointly referred to as the “Parties”.

RECITALS

WHEREAS, the Developer is the owner of certain real property identified as Assessor’s Parcel Number(s) 27-10-337-001, 27-10-377-029, and 27-10-377-004, and specifically described in attached **Exhibit A** (the “Property”) and intends to develop the Property consistent with the Concept Plan attached as **Exhibit B** (the “Concept Plan”); and

WHEREAS, the City, acting pursuant to (1) its authority under Utah Code § 10-9a-102(2) *et seq.*, as amended, and (2) the South Jordan City Municipal Code (the “City Code”), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, the City has made certain determinations with respect to the proposed development of the Property and in exercise of its legislative discretion has elected to enter into this Agreement; and

WHEREAS, the Property is currently subject to the Planning and Land Use Ordinance of South Jordan City and is within the mixed use-village zone (the “MU-V Zone”). However, the MU-V zone was repealed by the South Jordan City Council several years ago; and

WHEREAS, the Developer desires to make improvements to the Property in conformity with this Agreement and desires a zone change on the Property from MU-V Zone to mixed use-research and development zone (the “MU-R&D Zone”). A copy of the provisions of the MU-R&D Zone designation in the South Jordan City Code is attached as **Exhibit C**; and

WHEREAS, the Developer and the City acknowledge that the development and improvement of the Property pursuant to this Agreement will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties; and

WHEREAS, the City has determined that the proposed development contains features which advance the policies goals and objectives of the South Jordan City General Plan, preserve and maintain the open and sustainable atmosphere desired by the citizens of the City, or contribute to capital improvements which substantially benefit the City and will result in planning and economic benefits to the City and its citizens; and

WHEREAS, this Agreement shall only be valid upon approval of such by the South Jordan City Council, pursuant to Resolution R2018-25 a copy of which is attached as **Exhibit D**; and

WHEREAS, the City and the Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the South Jordan City Council, in its sole legislative discretion, approves a zone change for the Property currently zoned as MU-V Zone to MU-R&D Zone.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained set forth herein, the Parties agree as follows:

TERMS

1. **Recitals; Definitions.** The recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Planning and Land Use Ordinance of South Jordan City.

2. **Enforceability.** The City and the Developer acknowledge that the terms of this Agreement shall be enforceable, and the rights of the Developer relative to the Property shall vest, only if the South Jordan City Council in its sole legislative discretion approves a zone change for the Property currently zoned as MU-V Zone to MU-R&D Zone.

3. **Conflicting Terms.** The Property shall be developed in accordance with the requirements and benefits provided for in relation to MU-R&D Zone as of the Effective Date. In the event of a discrepancy between the requirements of the City Code including the MU-R&D Zone, and this Agreement, this Agreement shall control.

4. **Developer Obligations.**

a. **Concept Plan.** The Developer agrees to construct the development consistent with the Concept Plan and the requirements set forth in this Agreement and the City Code.

b. **Residential Use.** The Property shall have no residential use.

c. **Streets and Park Strips.** An eight (8) foot wide sidewalk is required along Redwood Road. Trees shall be planted along the “west side” of the sidewalk on Redwood Road thirty (30) feet on center and six (6) feet from the sidewalk. Park strips (minimum 12 foot wide) between the sidewalk and the curb shall be landscaped and maintained with grass. Park strip street trees need to be spaced every 35 to 40 feet.

d. **Fencing.** Decorative simulated wrought iron or other decorative non-obscuring fences made of high quality, durable, low maintenance materials shall be required along parallel to canals, ditches, flood channels, waterways, etc.

e. **Buffering.**

i. Adjoining residential uses or zones shall be buffered by a minimum 25 feet of landscaping. Landscape buffering shall include a 50/50 mixture of deciduous and non-deciduous trees. Trees shall be placed parallel to residential property line and spaced evenly so as to create a continuous canopy along property lines. The Developer shall work with staff to obtain their recommendation for Planning Commission approval.

ii. All exterior lighting shall be directed and or shielded downward so as to minimize outward glare toward residential properties. Illuminated signage, other than for safety purposes, shall be prohibited within 100 feet of a residential property line.

iii. A six (6) foot tall decorative masonry fence with equal treatment (stain and sealant) shall be installed along residential property lines at the commencement of construction.

iv. For security purposes, a six (6) foot tall decorative wrought iron fence may be installed at or near abutting nonresidential property lines.

v. Dumpster enclosures are prohibited within 100 feet of a residential property line.

f. Architecture. Building façades facing Redwood Road shall consist of no more than a maximum of 15% stucco and a minimum 50% glass windows, measured between grade and 10 feet above grade. Decorative accents and trim of other materials are permitted with planning commission approval, upon receiving a positive recommendation by the City's Architecture Review Committee. All building facades shall include architectural relief features a minimum of every 60 linear feet.

g. Hours of Operation. All pick up and deliveries, including waste pick up, shall be restricted to between 7:00 a.m. to 10:00 p.m.

h. Operations Plan. The purpose of an operations plan is to identify the potential sound, vibration, light, glare, odor, crime, access, traffic, hazardous materials, fire, and environmental impacts generated by a use or project based on the operational nature, scale, or practices of an establishment. The operations plan shall include the following information, if applicable: date of commencement of operations; proposed hours and days of operation; a general description of the operation; a projection of the number of persons on site (e.g., employees and customers); types of accessory uses anticipated; hazardous materials to be used or produced on site; and all other relevant information to describe the nature, scale, practices of the establishment.

i. Sound Study. The purpose of a sound study is to determine the potential for detrimental effects from sound generated by the proposed use or project. A sound study may be commissioned by the City at the expense of the property owner both before and after construction, to determine if sound levels are acceptable by a member of a national acoustical association (i.e., National Council Of Acoustical Consultants, Acoustical Society Of America, or Institute Of Noise Control Engineering) or an expert consultant with demonstrated experience and capacity as determined by the development services director. The sound study shall include information and a recommendation as to compliance with Salt Lake County health department and City noise regulations.

j. Traffic Study. The purpose of a traffic study is to identify the extent of traffic impacts generated by a use or project on transportation system capacity, level of service, and safety. A traffic study shall be commissioned from a licensed professional engineer by the city, at the expense of the applicant. The fee for the traffic study shall be paid prior to the commencement of the study. Proposed uses and projects that meet any of the following criteria shall provide a traffic study:

- i. Initial establishment of uses identified in the required impact control measures table in this section.
- ii. Project may generate more than 100 trips in a peak hour or 1,000 total daily trips.
- iii. New construction project that exceeds ten (10) acres.
- iv. All uses proposing to access residential streets and that may generate more than 25 trips in a peak hour or 250 total daily trips.

k. **Building Height.** The building height shall be no higher than 40 feet. The building height shall be measured from the roof surface to the top back of the curb along Redwood Road at the center of the lot frontage. Uninhabitable space (i.e. mechanical equipment, parapet walls, and other similar architectural features) may extend higher as approved by the City's Planning Commission.

5. City Obligations.

a. **Development Review.** The City shall review development of the Property in a timely manner, consistent with the City's routine development review practices and in accordance with all applicable laws and regulations.

6. Vested Rights and Reserved Legislative Powers.

a. **Vested Rights.** Consistent with the terms and conditions of this Agreement, City agrees Developer has the vested right to develop and construct the Property in accordance with: (i) the MU-R&D Zone (Exhibit C); (ii) the City Code in effect as of the Effective Date and; (iii) the terms of this Agreement.

b. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement and with respect to use under the zoning designations as referenced in this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Property shall be of general application to all development activity in the City and Salt Lake County (the "County"); and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. The notice required by this paragraph shall be that public notice published by the City as required by State statute

7. **Term.** This Agreement shall be effective as of the date of recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the parties mutually

agree to extend the term, this agreement shall not extend further than a period of 10 years from its date of recordation in the official records of the Salt Lake County Recorder's Office.

8. **General Provisions.**

a. **Notices.** All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to the following addresses or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least 10 days before the date on which the change is to become effective:

If to City: City of South Jordan
 Attn: City Recorder
 1600 West Towne Center Drive
 South Jordan, Utah 84095

If to Developer: Merit Medical Systems, Inc.

b. **Mailing Effective.** Notices given by mail shall be deemed delivered 72 hours following deposit with the U.S. Postal Service in the manner set forth above.

c. **No Waiver.** Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

d. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.

e. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants it is fully formed and validly existing under the laws of the State of Utah, and that it is duly qualified to do business in the State of Utah and is in good standing under applicable state laws. Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developer represents to the City that by

entering into this Agreement Developer has bound all persons and entities having a legal or equitable interest to the terms of the Agreement as of the Effective Date.

f. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

g. Amendment. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors-in-interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Salt Lake County Recorder's Office.

h. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and Developer's ability to complete the development of the Property as set forth in the Concept Plan is not defeated by such severance.

i. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Salt Lake County, Utah. The Parties hereby expressly waive any right to object to such choice of law or venue.

j. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

k. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

l. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

m. No Third Party Rights. The obligations of the Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

n. Assignment. Developer may freely assign this Agreement, in which case the assignor or successor-in-interest shall be fully liable under this Agreement and Developer shall be deemed released of its obligations in connection with this Agreement; provided, however, that Developer shall provide the City with notice of the assignment of this Agreement within a reasonable time after the occurrence of such assignment.

o. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[SIGNATURE PAGE FOLLOWS]

CITY OF SOUTH JORDAN

Approved as to form:

Dawn Ramsey, Mayor

Office of the City Attorney

State of Utah)
)ss
County of Salt Lake)

On this _____ day of _____, 20 _____, personally appeared before me Dawn Ramsey, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Mayor, of the City of South Jordan, a Utah municipal corporation, and said document was signed by him in behalf of said municipal corporation by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and he acknowledged to me that said municipal corporation executed the same.

Notary Public

MERIT MEDICAL SYSTEMS, INC.

George Frioux
By: GEORGE FRIOUX
Its V.P. Business Dev.

State of Utah)
)ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of June, 20 18, by George Frioux (name), its V.P. Business Development (title) of Merit Medical Systems, Inc. (entity).



Kathleen Winger
Notary Public

Exhibit A

(Legal Description of the Property)

Parcel No. 27-10-377-001:

BEG S 391 FT & W 53 FT FR NE COR OF SE 1/4 OF SW 1/4 OF SEC 10, T 3S, R 1W, SLM; S 85.33 FT; W 774.99 FT, M OR L TO CEN OF UTAH & SALT LAKE CANAL; NW'LY ALG SD CANAL TO A PT W 953.865 FT FR NE COR OF SE 1/4 OF SW 1/4 OF SD SEC 10; E 356.4 FT; S 8°50'40" E 147.62 FT; W 28.14 FT; S 120 FT; E 30FT; S 126 FT; E 520 FT TO BEG. 4.16 AC M OR L. 3809-0482 3887-142 7429-1924 8602-7909 8813-5298 8797-334 9097-3793

Parcel No. 27-10-377-029:

BEG 265.86 FT S & 53 FT W FR NE COR OF SE 1/4 OF SW 1/4 OF SEC 10, T 3S, R 1W, SLM; W 520 FT; S 126 FT; E 320 FT; N 110FT; E 200 FT; N 16 FT TO BEG. ALSO BEG S 281.86 FT & W 53 FT FR NE COR OF THE SE 1/4 OF THE SW 1/4 OF SEC 10, T 3S, R 1W, SLM; W 200 FT; S 109.14 FT; E 200 FT; N 109.14 FT TO BEG. 1.50 AC.

Parcel No. 27-10-377-004:

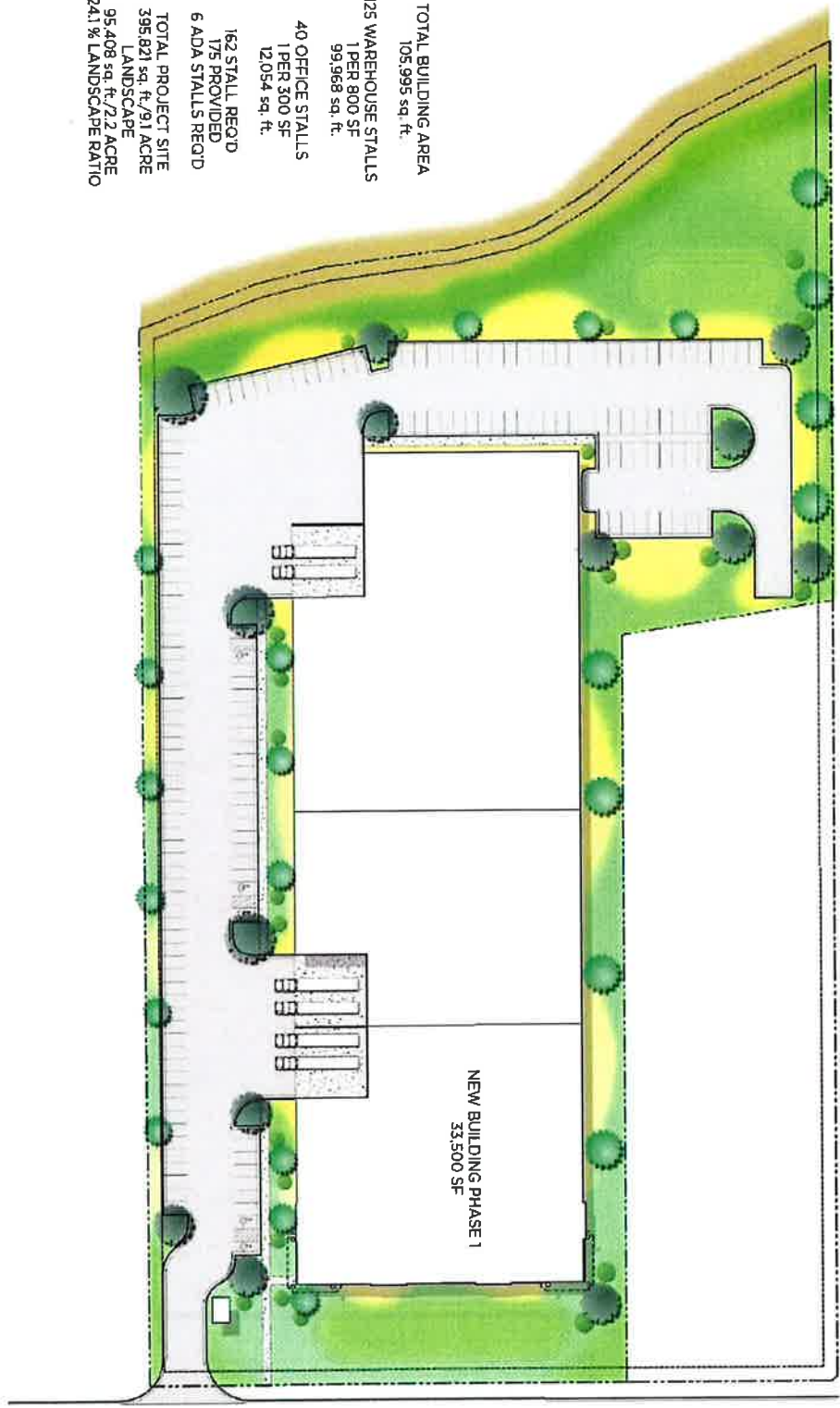
BEG S 145.86 FT & W 53 FT FR NE COR OF SE 1/4 OF SW 1/4 SEC 10, T 3S, R 1W, SLM; W 550 FT; S 120 FT; E 550 FT; N 120 FT TO BEG. 1.51 AC. 8532-6174 8602-7934 8813-5298 8797-0337 8851-8462 9543-7332 10105-4056

Exhibit B

(Concept Plan)



- TOTAL BUILDING AREA
105,995 sq. ft.
- 125 WAREHOUSE STALLS
1 PER 800 SF
99,968 sq. ft.
- 40 OFFICE STALLS
1 PER 300 SF
12,054 sq. ft.
- 162 STALL REQ'D
175 PROVIDED
6 ADA STALLS REQ'D
- TOTAL PROJECT SITE
395,821 sq. ft./9.1 ACRE
LANDSCAPE
95,408 sq. ft./2.2 ACRE
24.1% LANDSCAPE RATIO

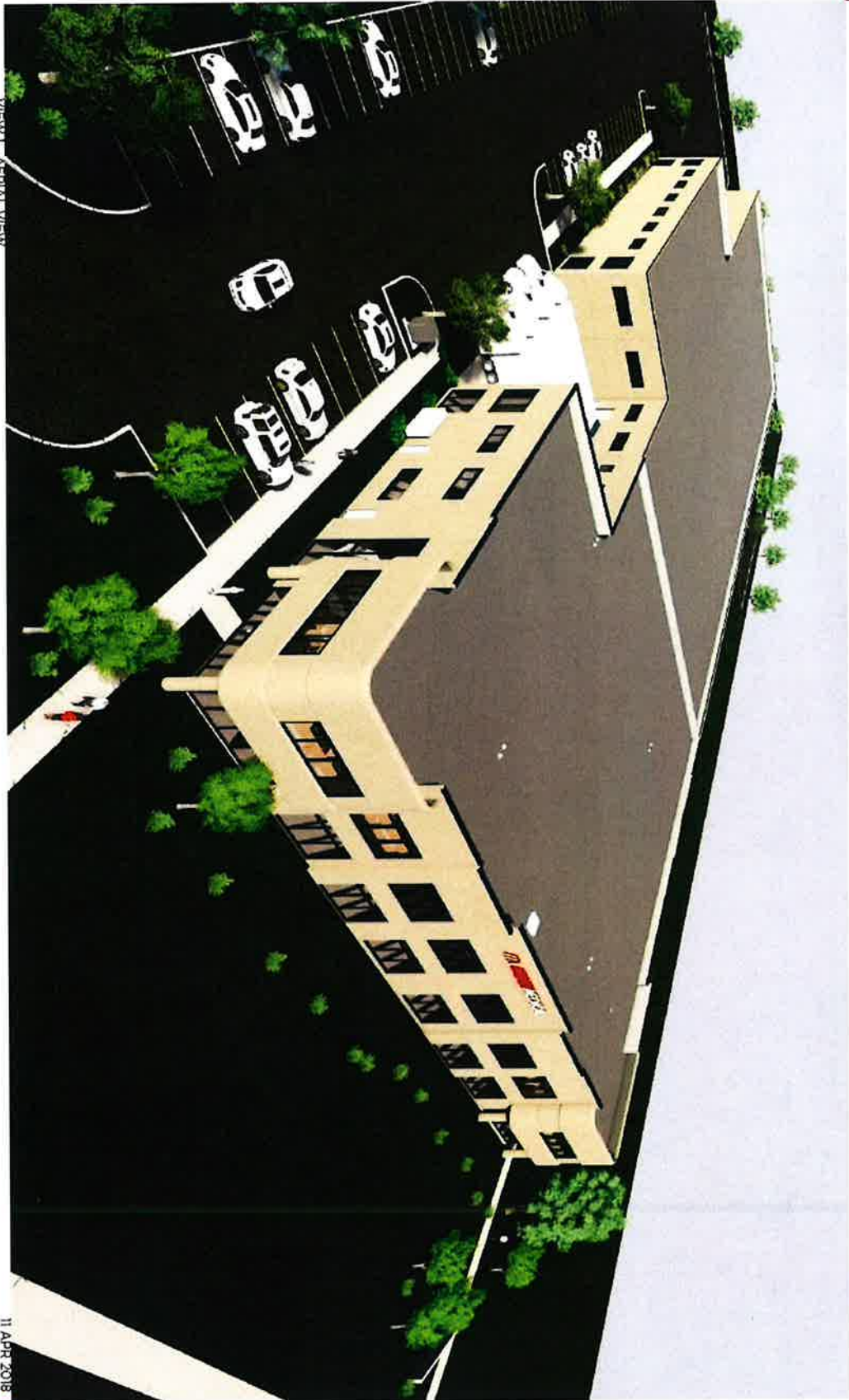


SITE PLAN WITH 3D VIEW LOCATIONS

REDWOOD ROAD

11 APR 2018





VIEW 1 - AERIAL VIEW

11 APR 2018



Exhibit C

(Mixed Use-Research and Development Zone Ordinance)

Chapter 17.54 REDWOOD ROAD MIXED USE (MU) ZONES

17.54.010: PURPOSE:

17.54.020: ZONING MAP DESIGNATIONS:

17.54.030: USES:

17.54.040: SITE PLAN/PLAT APPROVAL:

17.54.050: ZONE AND PROJECT AREA:

17.54.060: LOT FRONTAGE, WIDTH AND COVERAGE:

17.54.070: YARD REQUIREMENTS:

17.54.080: OPEN SPACE:

17.54.090: MIXED USE-NORTH GATEWAY (MU-NGATE) ZONE:

17.54.100: MIXED USE-RESEARCH AND DEVELOPMENT (MU-R&D) ZONE:

17.54.110: MU-CITY CENTER (MU-CITY) ZONE:

17.54.120: MU-HISTORIC AND LANDMARK (MU-HIST) ZONE:

17.54.130: MU-COMMUNITY CENTER (MU-COMM) ZONE:

17.54.140: MU-SOUTH CENTER (MU-SOUTH) ZONE:

17.54.150: MU-SOUTH GATEWAY (MU-SGATE) ZONE:

17.54.160: LANDSCAPING:

17.54.170: ARCHITECTURAL STANDARDS:

17.54.180: PARKING AND ACCESS:

17.54.190: FENCING, SCREENING AND CLEAR VISION:

17.54.200: LIGHTING:

17.54.210: OTHER REQUIREMENTS:

17.54.220: MAP:

17.54.010: PURPOSE:

The Redwood Road mixed use (MU) zones are established to implement the land use element of the general plan and the Redwood Road centers map, as amended, which is included for reference in this chapter. The purpose of the MU zones is to establish unique and distinct districts in a succession of nodes along the Redwood Road corridor. These districts are defined by separate classes of uses and development standards which identify the character of the individual districts. The allowed uses and standards applicable to each district are set forth in this chapter and are intended to create a distinctive identity representative of the city's quality of life. The MU zones will encourage orderly, aesthetically pleasing development and a balance of uses while discouraging strip commercial with its attendant congestion, pollution and visual blight. (Ord. 2016-05, 5-3-2016)

17.54.020: ZONING MAP DESIGNATIONS:

The MU zones shall be established according to the boundary of the individual center indicated on the "Redwood Road centers" map and according to the land uses designated on the general plan land use plan map, as adopted or amended by the city council. The MU zones shall be noted as follows on the official zoning map of the city:

MU-Ngate	Mixed use-north gateway zone
MU-R&D	Mixed use-research and development zone
MU-City	Mixed use-city center zone
MU-Hist	Mixed use-historic and landmark zone
MU-Comm	Mixed use-community center zone
MU-South	Mixed use-south center zone
MU-Sgate	Mixed use-south gateway zone

(Ord. 2016-05, 5-3-2016)

17.54.030: USES:

Uses may be conducted in the MU zones only in accordance with the following regulations:

- A. Only allowed permitted, conditional or accessory uses as set forth in this chapter may be conducted in the MU zones. A conditional use permit must be obtained prior to the establishment of a conditional use. Sexually oriented businesses are prohibited in the MU zones.
- B. All uses established in the MU zones shall be conducted within completely enclosed buildings, except those uses deemed, through conditional use approval, to be customary "outdoor" uses such as recreation, garden nursery, lumberyards or other similar uses.
- C. Accessory uses and buildings are permitted in the MU zones only in conjunction with allowed permitted and conditional uses. Accessory uses include, but are not limited to, parking areas, utility and loading areas and other buildings and activities which are incidental and subordinate to the permitted or conditional use on the premises. Accessory buildings in residential developments shall meet requirements for residential zones found elsewhere in this title.
- D. There shall be no open storage of trash, debris, used, wrecked or neglected materials, equipment or vehicles in MU zones. No commercial materials, goods or inventory may be stored in open areas in MU zones, except for temporary display items which are removed daily and which may be located only on private property no closer than ten feet (10') from any public right of way. No more than twelve (12) small party balloons and six (6) weatherproof placards, each not exceeding two feet (2') square per business, may be attached to the displays and shall be removed daily with the displays. All other signs and devices are prohibited. Outdoor storage of inventory or products such as firewood, water softener salt, garden supplies and building materials is permitted only in screened areas approved for such purpose with site plan review.
- E. No vehicle, boat or trailer, or parts thereof, which is in a wrecked, junked, dismantled, inoperative or abandoned condition, attended or not, may be parked or stored in MU zones for longer than seventy two (72) hours unless stored within a completely enclosed building or opaque fence enclosure which completely obscures said vehicle or parts from public view. No more than two (2) such vehicles may be so stored on a lot in MU zones. No commercial vehicles such as earthmoving or material handling equipment, semitrucks or trailers or any commercial truck, trailer or vehicle may be stored in MU zones for longer than seventy two (72) hours, except in conjunction with an approved use or approved development or construction activities on the property.
- F. Watercraft, trailers, campers, motor homes and other utility or recreational vehicles shall be stored within lawfully constructed buildings or behind the front line of the main building on the lot or parcel in an MU zone, except that said vehicles may be stored temporarily in front or street side yards for no longer than seventy two (72) hours. Recreational and utility vehicles may be stored permanently in the street side yard of a corner lot only if stored completely behind the front line of the main building and at least eight feet (8') from the street right of way line and if enclosed with a six foot (6') high solid vinyl or masonry fence. Travel trailers, campers and motor homes may not be occupied as living quarters in MU zones, except that a vehicle owned by a guest of the resident may be stored and occupied in the required front yard or side yard of the permanent dwelling for no more than seven (7) days per calendar year.
- G. Home occupations may be licensed in any residence in MU zones according to provisions of [chapter 17.98](#) of this title. Home occupation daycare or schooling not exceeding six (6) attendees may only be allowed with a conditional use permit.
- H. Religious activities may be allowed in MU zones with approval of a conditional use permit. (Ord. 2016-05, 5-3-2016)

17.54.040: SITE PLAN/PLAT APPROVAL:

All uses proposed in the MU zones shall be established in conjunction with an approved conditional use permit, site plan, subdivision plat or condominium map. Procedures and requirements of this title and [title 16](#) of this code concerning site plan, condominium map and plat approval shall be followed in the preparation and review of developments proposed in the MU zones. All uses shall be conducted according to the approved site plan, condominium map or plat and any conditions of approval. Site plans or plats may be altered according to procedures set forth in [title 16](#) of this code. (Ord. 2016-05, 5-3-2016)

17.54.050: ZONE AND PROJECT AREA:

The minimum area of any MU zone shall be five (5) acres. The minimum area of any project in the MU zones shall be five (5) acres. "Project" shall be defined as any residential, commercial, institutional, office or mixed use development for which preliminary plat, map or site plan approval has been proposed or granted. If a project is proposed to be smaller than five (5) acres, a concept plan shall be prepared according to section [16.24.030](#) of this code with the involvement of the neighboring property owners and submitted for review by the planning commission. The concept plan shall facilitate future coordination of land use, access, parking, landscaping and building placement between the parcel proposed for development and neighboring parcels. The area for which the concept plan shall be prepared will be determined by the community development department but shall include, at a minimum, all parcels within five hundred feet (500') of the subject parcel. After reviewing the concept plan, the planning commission may authorize the developer to proceed with the site plan application according to the concept plan, require modifications to the concept plan before proceeding with the site plan or reject the

concept plan. If the applicant proceeds with the site plan application, the concept plan may be considered by the planning commission in approving or denying the site plan for the project. Any project under five (5) acres in area shall be a conditional use in the MU zones. (Ord. 2016-05, 5-3-2016)

17.54.060: LOT FRONTAGE, WIDTH AND COVERAGE:

- A. No minimum lot width is required for lots in MU zones, except for single-family lots developed to R-2.5 standards which shall have a minimum width of ninety feet (90') measured at the minimum front yard setback at a point which corresponds to the midpoint of the front lot line.
- B. Each lot developed to R-2.5 standards shall abut the right of way line of a public street a minimum distance of ninety feet (90'), except that lots with side property lines which diverge at an angle of at least twenty degrees (20°) shall abut the right of way a minimum distance of fifty feet (50').
- C. All developments not meeting R-2.5 standards shall abut a public street a minimum distance of one hundred fifty feet (150').
- D. Side property lines shall be within five degrees (5°) of perpendicular to the front lot line.
- E. No maximum lot coverage by buildings is required in the MU zones, except for single-family (R-2.5 standards) residential development, in which case the maximum lot coverage shall be forty percent (40%). (Ord. 2016-05, 5-3-2016)

17.54.070: YARD REQUIREMENTS:

The following minimum yard areas are required in the MU zones. The "project perimeter" yard area shall be measured from the exterior boundary of the preliminary plat or site plan. Yard requirements for self-storage facilities shall be determined with development review. Yards indicated as "landscaped" shall be landscaped with lawn, trees, shrubs or other plant material, except for necessary driveways and walkways.

A. Single-family residential (R-2.5 zone standards):

Front	30	feet (landscaped)
Side	10	feet
Corner lot street side	30	feet (landscaped)
Collector street side	35	feet
Rear	25	feet
Corner lot rear	10	feet
Collector street rear	35	feet

B. Office and institutional:

Front and street side	20	feet (landscaped)
Project perimeter adjacent to office use	0	feet
Project perimeter adjacent to retail use	5	feet (landscaped)
Project perimeter adjacent to multi-family residential use	10	feet (landscaped)
Project perimeter adjacent to single-family residential or agricultural use	10	feet (landscaped)
Between buildings	20	feet (landscaped, may be partially paved)

C. Retail:

Front and street side	20	feet (landscaped)
Project perimeter adjacent to office use	5	feet (landscaped)

Project perimeter adjacent to retail use	0	feet
Project perimeter adjacent to multi-family residential use	10	feet (landscaped)
Project perimeter adjacent to single-family residential use	15	feet (landscaped)
Between buildings	0	feet

D. The minimum side and rear landscaped yards for office and retail buildings or structures adjacent to residential or agricultural zones or uses shall be an additional foot for each foot of building height over twenty five feet (25'). The minimum setback from property lines for accessory buildings and structures exceeding twelve feet (12') in height shall be increased by one foot (1') for each foot of height in excess of twelve feet (12'). At least fifty percent (50%) of additional required yard areas shall be landscaped.

E. Projections into required yard areas shall be regulated according to the respective residential (R-1.8, R-2.5, R-3, R-M), commercial (C-C, C-N), industrial (C-I) and office (P-O) requirements found elsewhere in this title.

F. Should an adjacent property have a future land use designation that is commercial, office or industrial, the required minimum interior side and/or rear yard may be reduced if approved by the planning commission with site plan review. (Ord. 2016-05, 5-3-2016)

17.54.080: OPEN SPACE:

Open space is landscaped area, including required landscaped yard areas. Open space may include recreational improvements, including sports courts, swimming pools and walking paths. All open spaces shall be preserved and properly maintained by the owners. A perpetual open space easement or common area shall be recorded for developments by an owners' association with power to assess and collect fees for maintenance. Open space requirements for self-storage facilities shall be determined with development review. The following minimum landscaped open spaces shall be provided in the MU zones:

Multi-family residential	16 percent of gross area
Office, plant or institutional	30 percent of gross area
Retail	None
Single-family residential (R-2.5 zone standards)	None

(Ord. 2016-05, 5-3-2016)

17.54.090: MIXED USE-NORTH GATEWAY (MU-NGATE) ZONE:

A. Purpose: The mixed use-north gateway zone (MU-Ngate) is established to encourage primarily residential development which is representative of the residential character and lifestyle of the city. This zone will serve to identify and distinguish the city at the north boundary on Redwood Road.

B. Permitted Uses: The following use may be conducted in the MU-Ngate zone:

Single-family residential development R-2.5 standards.

C. Conditional Uses: The following uses may be allowed in the MU-Ngate zone with approval of a conditional use permit:

Active parks, recreation facilities.

Group daycare.

Medical or dental office.

Office or commercial PUD or condominium, minimum five (5) acres.

Office service.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Schools. (Ord. 2016-05, 5-3-2016)

17.54.100: MIXED USE-RESEARCH AND DEVELOPMENT (MU-R&D) ZONE:

A. Purpose: The mixed use-research and development zone (MU-R&D) is established to encourage primarily office, commercial and high tech laboratories and manufacturing development in a well landscaped campus environment. This zone will establish a visible area in the city for business and research facilities which promotes the use, open space and architectural standards of the community.

B. Permitted Uses: The following uses may be conducted in the MU-R&D zone:

Office service.

Research and development facilities.

C. Conditional Uses: The following uses may be allowed in the MU-R&D zone with approval of a conditional use permit:

Group daycare.

High tech light manufacturing, warehousing and distribution.

Office PUD or condominium, minimum five (5) acres.

Offices with customers on the premises.

Project smaller than five (5) acres.

Public or quasi-public uses.

Residential with attached or detached single-family dwellings, not stacked, maximum five (5) units per acre, minimum twenty (20) acres. (Ord. 2016-05, 5-3-2016)

17.54.110: MU-CITY CENTER (MU-CITY) ZONE:

A. Purpose: The mixed use-city center zone (MU-City) is established to provide a centralized retail hub within the 10400 South Redwood Road vicinity. This center will help to meet the routine retail and service needs of local residents and motorists. Development should be geared toward commerce and demonstrate the high architectural standards of the city. "Postmodern" architectural style is encouraged in building design.

B. Permitted Uses: The following uses may be conducted in the MU-City zone:

Health, beauty and fitness services.

Offices with customers on the premises.

Retail uses.

C. Conditional Uses: The following uses may be allowed in the MU-City zone with approval of a conditional use permit:

Active parks, recreation facilities.

Assisted living centers, maximum two (2) stories.

Automotive repairs entirely within enclosed buildings, maximum total of two (2) acres in the MU-City zone (no outside storage of parts, supplies, equipment or damaged vehicles).

Automotive services, including lube, tune up, wash, inspection, tires, mufflers, minor repairs (no outside storage of parts, supplies or equipment).

Banks, credit unions, financial institutions.

Bed and breakfast inn.

Business services.

Care centers, maximum two (2) stories.

Cultural facilities.

Drive-through facilities for allowed uses.

Educational and training activities.

Entertainment, amusement.

Equipment and appliance light repairs and service enclosed within a building.

Fast food with no eating accommodations.

Gas stations, convenience stores.

Group daycare center.

Laundry.

Lumber, building materials and landscaping retail sales yards.

Office or commercial PUD or condominium, minimum five (5) acres.

Office service.

Passive parks.

Pharmacy.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Restaurants.

Self-storage facilities, maximum total of three (3) acres in the MU-City zone. (Ord. 2016-05, 5-3-2016)

17.54.120: MU-HISTORIC AND LANDMARK (MU-HIST) ZONE:

A. Purpose: The Mixed Use-Historic and Landmark Zone (MU-Hist) is established to preserve the historic and cultural heritage of the City while providing limited residential, commercial and office opportunities. Uses established in the MU-Hist Zone will reflect and be sensitive to the historic nature of this zone. Buildings should reflect the historic architecture of the State, possibly implementing Victorian characteristics. Historic buildings and sites shall be preserved as required by the City Council.

B. Permitted Uses: The following uses may be conducted in the MU-Hist Zone:

Bed and breakfast lodging.

Minor retail uses.

Restaurants.

C. Conditional Uses: The following uses may be allowed in the MU-Hist Zone with approval of a conditional use permit:

Active parks, recreational activities.

Cultural facilities.

Minor business services.

Office or commercial PUD or condominium, minimum five (5) acres.

Office service.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Schools. (Ord. 2016-05, 5-3-2016)

17.54.130: MU-COMMUNITY CENTER (MU-COMM) ZONE:

A. Purpose: The Mixed Use-Community Center Zone (MU-Comm) is established to encourage centralized civic facilities with supporting and compatible office and commercial development. This zone should be characterized by a campuslike environment with pedestrian amenities.

B. Permitted Uses: The following uses may be conducted in the MU-Comm Zone:

Cultural facilities.

Office service.

Restaurants.

Retail business.

C. Conditional Uses: The following uses may be allowed in the MU-Comm Zone with approval of a conditional use permit:

Active parks, recreational facilities.

Buildings for religious activities.

Drive-through service.

Group daycare.

Health, beauty and fitness services.

Office or commercial PUD or condominium, minimum five (5) acres.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Schools. (Ord. 2016-05, 5-3-2016)

17.54.140: MU-SOUTH CENTER (MU-SOUTH) ZONE:

A. Purpose: The Mixed Use-South Center Zone (MU-South) is established to provide a retail hub at the 11400 South intersection. This center will help to meet the routine retail and service needs of residents in this vicinity and motorists passing through this major intersection. Development will be geared toward commerce and demonstrate the high architectural standards of the City. An equestrian theme is desired both in uses and architecture.

B. Permitted Uses: The following uses may be conducted in the MU-South Center Zone:

Health, beauty and fitness services.

Offices with customers on the premises.

Restaurants.

Retail uses.

C. Conditional Uses: The following uses may be allowed in the MU-South Center Zone with approval of a conditional use permit:

Active parks, recreational facilities.

Automotive repairs entirely within enclosed buildings, maximum total of three (3) acres in the MU-South Zone. No outside storage of parts, supplies, equipment or damaged vehicles visible from the street or from adjacent properties is allowed.

Automotive services, including lube, tune up, wash, inspection, tires, mufflers, minor repairs. No outside storage of parts, supplies, equipment or damaged vehicles visible from the street or from adjacent properties is allowed.

Banks, credit unions, financial institutions.

Bed and breakfast lodging.

Business services.

Cultural facilities.

Drive-through service.

Educational and training activities.

Entertainment, amusement.

Equipment and appliance light repairs and service enclosed within a building.

Fast food with no eating accommodations.

Gas stations, convenience stores.

Group daycare center.

Laundry.

Lumber, building materials and landscaping retail sales yards.

Office or commercial PUD or condominium.

Office service.

Passive parks.

Pharmacy.

Project smaller than five (5) acres.

Public or quasi-public facilities.

Self-storage facilities, maximum total of three (3) acres in the MU-South Zone. (Ord. 2018-02, 4-3-2018)

17.54.150: MU-SOUTH GATEWAY (MU-SGATE) ZONE:

A. Purpose: The Mixed Use-South Gateway Zone (MU-Sgate) is established to encourage primarily office development which is representative of the character and lifestyle of the City. This zone will serve to identify and distinguish the City at the south boundary on Redwood Road. Architecture should be residential in scale and flavor.

B. Permitted Uses: The following use may be conducted in the MU-Sgate Zone:

Office service.

C. Conditional Uses: The following uses may be allowed in the MU-Sgate Zone with approval of a conditional use permit:

Active parks, recreation facilities.

Group daycare.

Office or commercial PUD or condominium.

Passive parks.

Project smaller than five (5) acres.

Public or quasi-public facilities. (Ord. 2016-05, 5-3-2016)

17.54.160: LANDSCAPING:

A. The following landscaping requirements shall apply in the MU zones:

1. Single-family residential: The front and side yards of single-family lots shall be landscaped and properly maintained with grass, trees and other plant material unless otherwise approved with a conditional use permit.
2. Multi-family residential: Grass, shrubs, ground cover, two inch (2") or larger caliper deciduous trees, seven feet (7') or taller evergreen trees; grass and two inch (2") or larger caliper deciduous trees in public park strips.
3. Office, plant or institution: Grass, shrubs, ground cover, two inch (2") or larger caliper deciduous trees, seven feet (7') or taller evergreen trees; grass and two inch (2") or larger caliper deciduous trees in public park strips.
4. Retail business: Grass, shrubs, ground cover, two inch (2") or larger caliper deciduous trees, seven feet (7') or taller evergreen trees; grass in public park strips.

B. Areas of a development that are not covered by paving or buildings shall be landscaped. All required landscaping in yard areas and open spaces, except in R-2.5 developments, shall be installed or escrowed (due to weather) prior to occupancy.

C. All landscaped areas, including adjoining public right of way areas, shall be properly irrigated and maintained by the owners unless otherwise allowed with development approval.

D. Trees may not be topped nor may any landscape material be removed without city approval unless replaced in accordance with the requirements of this chapter and the conditions of site plan or plat approval.

E. Curbed planters with two inch (2") or larger caliper shade trees and grass, shrubs or ground cover shall be installed at the ends of parking rows. Planters shall be at least five feet (5') wide.

F. Shade trees shall be planted between double parking rows at minimum intervals of six (6) stalls and along single parking rows at minimum intervals of three (3) stalls and no farther than six feet (6') from the parking area. Shade trees are not required in parking rows which are adjacent to buildings.

G. In commercial and institutional developments, minimum five foot (5') landscaped planters shall be provided along the street sides of buildings except at building entrances or drive-up windows. In office developments, said planters shall be provided around the entire building except at building entrances or drive-up windows.

H. All landscaped areas other than in single-family residential developments shall be separated from driveways and parking areas with minimum four inch (4") high curbs.

I. Minimum three (3) to four foot (4') high berms or hedges shall be provided in landscaped areas between public streets and parking areas of developments in the MU zones. Berms or hedges are not required where the entire area, excluding walkways, between the public street and a building is landscaped.

J. Trees shall be planted on private property, except in R-2.5 developments, at the minimum rate of one per seven hundred (700) square feet of required landscaped area. At least thirty percent (30%) of all required trees, excluding public park strip trees, shall be evergreens.

- K. Trees are required in park strips along collector and arterial streets and shall be selected from and planted according to the city street tree plan. Trees shall be planted along the property side of the sidewalk on Redwood Road thirty feet (30') on center and six feet (6') from the sidewalk. Grass shall be planted and maintained in the park strip along Redwood Road.
- L. Developments which are contiguous to canals, streams or drainage areas shall make reasonable efforts to include banks and rights of way in the landscaping of the project and the urban trails system. Any areas so included may be counted toward required open space for the development. Waterways which traverse developments may be left open if properly landscaped and maintained. Any entity or agency having jurisdiction over said waterways must grant approval for any redevelopment of said waterways.
- M. All development applications shall be accompanied by landscape plans prepared by a professional landscape architect. (Ord. 2016-05, 5-3-2016)

17.54.170: ARCHITECTURAL STANDARDS:

- A. The following architectural standards are required for the respective uses listed in the MU zones:
1. Single-family residential: Brick or stone in the minimum amount of two feet (2') times perimeter of the foundation (including garage); minimum five to twelve (5:12) roof pitch; minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) per dwelling; minimum two thousand four hundred (2,400) square feet minimum dwelling unit size.
 2. Multi-family residential: Brick or stone in the minimum amount of two feet (2') times perimeter of the foundation (including garage) and stucco; minimum five to twelve (5:12) roof pitch; minimum two (2) car garage (minimum 22 feet by 22 feet, or approximate approved equivalent) per dwelling; minimum two thousand four hundred (2,400) square feet per dwelling.
 3. Small office, plant, institution or retail business (less than 5,000 square foot building): Minimum of fifty percent (50%) brick or stone; balance of exterior wall area shall consist of brick, stone, glass, decorative integrally colored block and/or no more than fifteen percent (15%) stucco or tile. Decorative accents and trim of other materials are permitted with planning commission approval. Roofs to be hipped or gabled with minimum six to twelve (6:12) pitch.
- B. All building materials shall be high quality, durable and low maintenance. All buildings and structures in MU zones shall be maintained in good condition.
- C. Remodeling or refacing of buildings, except in R-2.5 developments, may not be commenced without the approval of the planning commission.
- D. All masonry and concrete materials, except minimal foundations, shall be integrally colored.
- E. Exterior walls of buildings, except for single-family dwellings, in excess of forty feet (40') in length, shall have relief features at least four inches (4") deep at planned intervals.
- F. All sides of multi-family dwellings containing more than four (4) units shall receive similar design treatment.
- G. Maximum height of all buildings in the MU zones shall be thirty five feet (35').
- H. Signs shall meet requirements of title 16, chapter 16.36 of this code according to P-O zone standards for office uses and according to C-C zone standards for commercial uses and shall be constructed of materials which are compatible with the buildings which they identify.
- I. All buildings and signs in individual developments shall possess a consistent architectural theme which reflects the character of the district in which they are located.
- J. All buildings and structures shall be designed by a licensed professional architect.
- K. Any site or building in MU zones believed by the city council to have historical significance shall be preserved for a maximum period of six (6) months upon written notification to the city that a change in use, redevelopment or demolition of the property is desired. The owner or developer of the subject site or building shall request that the city make a determination on the disposition of the property. If the city council determines that preservation is desired, negotiations should be undertaken and finalized within the six (6) month period. If negotiations to preserve the site or building are not completed or continued in a mutually acceptable manner within six (6) months, the building or site may be redeveloped, remodeled or demolished in conformance with the provisions of this chapter.
- L. Attached garages on single-family residential corner lots may be located on the interior side of the lot or on the street side of the lot only if the garage is accessed directly from the side street. (Ord. 2016-05, 5-3-2016)

17.54.180: PARKING AND ACCESS:

The following parking and access requirements shall apply in the MU zones:

- A. Parking areas and vehicle access shall meet the requirements of title 16, chapter 16.26 of this Code. Defined pedestrian access shall be provided between adjacent developments, buildings and parking areas as required by the Planning Commission. Sidewalks over which parked vehicles may overhang shall be at least six feet (6') wide on single parking rows and eight feet (8') wide between double loaded rows. Sidewalks shall be at least six inches (6") higher than driveway and parking surfaces. An eight foot (8') wide sidewalk shall be required along Redwood Road and shall be set back a minimum of two feet (2') from the right-of-way line. The eight foot (8') sidewalk shall be considered landscaping for purposes of this chapter. Park strips (minimum 12 feet wide) between the sidewalk and the curb shall be landscaped and maintained with grass.
- B. If approved by the Planning Commission, cash may be paid to the City for future construction of improvements for roads which are designated for widening in the Transportation Master Plan.
- C. Access to public streets shall be approved by the City Engineer and, if a State road, by UDOT. Vehicle access to developments from collector and arterial streets shall be shared as required by the Planning Commission. Driveways and streets intercepting or intersecting the same collector or arterial street shall be separated by a minimum distance of three hundred feet (300'). Double frontage lots may be accessed only from a subdivision or neighborhood street, not from a collector or arterial street.
- D. Streets and related improvements shall be designed, constructed and dedicated according to State and/or City standards and according to the design widths established by the Transportation Master Plan and the Road and Bridge Design and Construction Standards of the City. Proposed streets on the Redwood Road Land Use Plan, or other acceptable alignments, shall be implemented with new development and shall be designed to right-of-way widths as specified by the City Council.
- E. New development shall make reasonable accommodation for mass transit facilities. The developer shall consult the State transit authority as required by the City.
- F. Easements, rights-of-way or improvements shall be provided for urban trails according to the City Trails Plan or as required by the Planning Commission.
- G. Loading areas shall be located at the rear of buildings and shall be separated from parking areas.
- H. Buildings shall be arranged in clusters to encourage pedestrian access. Areas between streets or parking areas and the building or at the center of the building cluster shall consist of sidewalks, plazas, landscaped planters with shade trees, benches, waste receptacles and other street furniture and amenities as approved and required by the Planning Commission. On street parking may be allowed in calculating the minimum parking requirement; provided, that sufficient street width is provided to accommodate said parking. (Ord. 2016-05, 5-3-2016)

17.54.190: FENCING, SCREENING AND CLEAR VISION:

The following fencing, screening and clear vision requirements shall apply in the MU Zones: (Ord. 2016-05, 5-3-2016)

- A. All mechanical equipment, antennas, loading areas, and utility areas shall be screened from view at ground level along the property line of the subject property with architectural features or walls consistent with materials used in the associated buildings. Exterior trash receptacles shall be enclosed by masonry walls that are at least as high as the receptacle itself, but not less than six feet (6') in height, and solid steel access doors. The color of trash receptacle enclosures (masonry walls and access doors) shall be consistent with colors used in the associated buildings. (Ord. 2017-22, 7-18-2017)
- B. Incompatible land uses shall be screened with six foot (6') vinyl, simulated wood or masonry fences as determined by the Planning Commission. A minimum six foot (6') decorative masonry wall is required between commercial or office zones and agricultural or residential zones. A higher fence or wall may be allowed or required by the Planning Commission in unusual circumstances. A building permit is required for fences or walls over six feet (6') high. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined by the Planning Commission.
- C. In residential developments and except for development perimeter fencing, no wall, fence or opaque hedge or screening material higher than six feet (6') shall be erected or maintained in any rear or side yard. Buffering and screening elements associated with a private recreation facility shall be exempt from this section.
- D. In residential developments, no wall, fence or screening material shall be erected between a street side building line and a street, except as required in subsection A of this section.
- E. Landscape materials, except for mature trees which are pruned at least seven feet (7') above the ground, and fences shall not exceed three feet (3') in height within a ten foot (10') triangular area formed by the edge of a driveway and the street right of way line or within a thirty foot (30') triangular area formed by the right of way lines of intersecting streets.

F. Any wall or fence erected or maintained at the rear or side property line in residential developments adjacent to and parallel with a collector or arterial street shall be six feet (6') tall and shall be constructed in accordance with provisions for collector street fencing in section 16.04.200 of this code. A building permit is required for construction of a collector street fence. Construction drawings and brick samples are required. Collector street fences shall be installed so as to prevent weed growth between the fence and the public sidewalk. Other fences may be installed no closer than twenty feet (20') from any street right of way line, except as otherwise prohibited in this title. Proposed modifications to collector street fencing must be consistent with adjacent fencing provided that the adjacent fencing meets requirements for collector street fencing. Proposed collector street fences may not be installed until reviewed by the community development director or his designee. (Ord. 2016-05, 5-3-2016)

17.54.200: LIGHTING:

The following lighting requirements shall apply in the MU zones:

- A. A lighting plan shall be submitted with all new developments in the MU zones. Site lighting shall be shielded to prevent glare on adjacent agricultural and residential properties.
- B. Lighting fixtures on private property shall be architectural grade and consistent with the architectural theme of the development.
- C. Lighting fixtures on public property shall be architectural grade. A single streetlight design, approved by the city council and the engineering department, will be used on the same street. (Ord. 2016-05, 5-3-2016)

17.54.210: OTHER REQUIREMENTS:

- A. Private Covenants: Developers of projects that will include common area, private streets, shared private improvements, or shall otherwise include restrictive covenants shall submit a proposed declaration of conditions, covenants and restrictions ("CC&Rs") to city staff for review. The CC&Rs shall be recorded concurrently with the final plat and, except where the city has agreed to and executed documents to guarantee the establishment of a special assessment area, shall include the following:
 - 1. An opinion of legal counsel licensed to practice law in the state that the project meets requirements of state law.
 - 2. Provisions for a homeowners' association, maintenance of all buildings, streets, sidewalks, other improvements and common areas, adherence to city conditions and standards applicable to the development at the time of approval, snow removal, and other items recommended by city staff and approved by the planning commission.
 - 3. Language consistent with section 17.04.300 of this title.
- B. Grading And Drainage: All residential developments shall be graded according to the city's engineering and building requirements to provide adequate drainage in said developments. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
- C. Maintenance: All private common areas in residential developments shall be properly maintained by the owners.
- D. Easements: Permanent buildings may not be located within a public easement.
- E. Phasing Plan: A project phasing plan shall be submitted for review by the planning commission at the time of plat or site plan approval. Development shall be in accordance with the phasing plan unless a revised phasing plan is approved by the planning commission. (Ord. 2016-05, 5-3-2016)

Exhibit D

(Resolution R2018-25)

Executed version to be inserted without Exhibit 1

ORDINANCE NO. 2018-03-Z

AN ORDINANCE AMENDING THE REVISED ORDINANCES OF THE CITY OF SOUTH JORDAN, UTAH AS AMENDED; CHANGING THE ZONING MAP FROM VILLAGE MIXED USE (MU-V) TO REDWOOD ROAD MIXED USE RESEARCH AND DEVELOPMENT ON PROPERTY GENERALLY LOCATED AT 10052 SOUTH REDWOOD ROAD; RYAN BERRY, MHTN ARCHITECTS, (APPLICANT)

WHEREAS, the City Council of the City of South Jordan (“City Council”) has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the Municipal Code) with the accompanying Zoning Map; and

WHEREAS, Applicant proposed that the City Council amend the Zoning Map by rezoning the below-described property; and

WHEREAS, the South Jordan Planning Commission reviewed the proposed rezoning and made a recommendation to the City Council; and

WHEREAS, the City Council held a public hearing concerning the proposed rezoning; and

WHEREAS, the City Council finds that the rezoning will enhance the public health, safety and welfare and promote the goals of the General Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Rezone. The property described in Application REZ – PLZBA2018 filed by Ryan Berry, MHTN Architects located in the City of South Jordan, Utah is hereby reclassified from Village Mixed Use (MU-V) to Redwood Road Mixed Use Research and Development on property described as follows:

SEE EXHIBIT “A”

SECTION 2. Filing of Zoning Map. The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

SECTION 3. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2018 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Patrick Harris	_____	_____	_____	_____
Bradley Marlor	_____	_____	_____	_____
Donald Shelton	_____	_____	_____	_____
Tamara Zander	_____	_____	_____	_____
Jason McGuire	_____	_____	_____	_____

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

EXHIBIT "A"

DESCRIPTION PER TITLE REPORT

PARCEL 1:

COMMENCING 391 FEET SOUTH AND 53 FEET WEST FROM THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 85.33 FEET; THENCE WEST 774.99 FEET, MORE OF LESS, TO CENTER OF UTAH & SALT LAKE CANAL; THENCE NORTHWESTERLY ALONG SAID CANAL TO A POINT WEST 953.865 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 10; THENCE EAST 356.4 FEET; THENCE SOUTH 8 DEG. 50'40" EAST 147.62 FEET; THENCE WEST 28.14 FEET; THENCE SOUTH 120 FEET; THENCE EAST 30 FEET; THENCE SOUTH 126 FEET; THENCE EAST 520 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 145.6 FEET SOUTH AND 53 FEET WEST FROM THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; RUNNING THENCE WEST 550 FEET; THENCE SOUTH 120 FEET; THENCE EAST 550 FEET; THENCE NORTH 120 FEET TO BEGINNING.

PARCEL 2A:

TOGETHER WITH A RIGHT OF WAY OVER THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 265.86 FEET SOUTH AND 33 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; RUNNING THENCE WEST 570 FEET; THENCE SOUTH 16 FEET; THENCE EAST 570 FEET; THENCE NORTH 16 FEET TO BEGINNING.

PARCEL 3:

BEGINNING AT A POINT SOUTH 281.86 FEET AND WEST 53 FEET FROM THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE WEST 200 FEET; THENCE SOUTH 109.14 FEET; THENCE EAST 200 FEET; THENCE NORTH 109.14 FEET TO BEGINNING.

ALSO:

BEGINNING AT A POINT 265.86 FEET SOUTH AND 53 FEET WEST FROM THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE WEST 520 FEET; THENCE SOUTH 126 FEET; THENCE EAST 320 FEET; THENCE NORTH 110 FEET; THENCE EAST 200 FEET; THENCE NORTH 16 FEET TO BEGINNING.