

CITY COUNCIL

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

220 E MORRIS AVE SUITE 200 SOUTH SALT LAKE CITY UTAH 84115 P 801.483.6027 F 801.464.6770 TTY: 711 SSLC.COM

CHERIE WOOD MAYOR

220 E MORRIS AVE SUITE 200 SOUTH SALT LAKE CITY UTAH 84115 P 801.464.6757 801.464.6770 TTY: 711

South Salt Lake City Council REGULAR MEETING AGENDA

Public notice is hereby given that the South Salt Lake City Council will hold a Regular Meeting on **Wednesday, March 6, 2019** in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **7:00 p.m.**, or as soon thereafter as possible.

Conducting: Portia Mila, District 4

Council Chair: Ben Pender

Sergeant at Arms:

Opening Ceremonies

Welcome/Introductions
 Serious Moment of Reflection/Pledge of Allegiance
 Ray deWolfe

City Recorder

Craig Burton

NO ACTION COMMENTS

1. Scheduling

2. Citizen Comments/Questions

- a. Response to Comments/Questions
 (at the discretion of the conducting Council Member)
- 3. Mayor Comments
- 4. City Attorney Comments
- 5. City Council Comments
- 6. Council Attorney Comments

ACTION ITEMS

UNFINISHED BUSINESS

 A Resolution of the City of South Salt Lake City Council Approving the Interlocal Cooperation Agreement between South Salt Lake City and Salt Lake County for the County to Conduct Primary and General Municipal Elections for 2019

A Resolution adopting amendments to the budget Sharla Bynum for Fiscal Year ending June 30, 2019

Motion for Closed Meeting

Adjourn

Posted March 1, 2019

See Page Two for Continuation of Agenda

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

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

Citizen Comments/Question Policy

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

CITY OF SOUTH SALT LAKE CITY COUNCIL MEETING

COUNCIL MEETING Wednesday, March 6, 2019

7:08 p.m.

CITY OFFICES 220 East Morris Avenue

South Salt Lake, Utah 84115

PRESIDING Council Chair Ben Pender

CONDUCTING: Portia Mila

SERIOUS MOMENT OF REFLECTION/

PLEDGE OF ALLEGIANCE

Ray deWolfe

SERGEANT AT ARMS

Jack Carruth

COUNCIL MEMBERS PRESENT:

Sharla Bynum, Ray deWolfe, Mark Kindred, Portia Mila, Ben Pender Shane Siwik and Corey Thomas

STAFF PRESENT:

Mayor Wood

Hannah Vickery, Deputy City Attorney

Kyle Kershaw, Finance Director

Jack Carruth, Police Chief

Terry Addison, Fire Chief

Dennis Pay, City Engineer

Mont Roosendaal, Public Assets Director

Aaron Wiet, Parks & Recreation Director

Lisa Forrester, Court Administrator

Sharen Hauri, Urban Design Director

Alex White, Planning Division Manager

Craig Burton, City Recorder

Ariel Andrus, Deputy City Recorder

OTHERS PRESENT:

See attached list.

NO ACTION COMMENTS

- 1. **SCHEDULING.** The City Recorder informed those at the meeting of upcoming events, meetings, activities, etc.
- 2. CITIZEN COMMENTS/QUESTIONS. None
- 3. MAYOR COMMENTS. None
- 4. CITY ATTORNEY COMMENTS. None
- 5. CITY COUNCIL COMMENTS. Council Member Siwik said he heard that Tesla is only going to be selling cars online and will be shutting down the dealership in South Salt Lake.

Council Member Bynum asked when the Council was going to have a visioning session for the upcoming budget.

Council Chair Pender said he would like to have a budget 101 training as well as visioning on March 27th work meeting.

6. COUNCIL ATTORNEY COMMENTS. None

ACTION ITEMS

UNFINISHED BUSINESS

1. A Resolution of the City of South Salt Lake City Council Approving the Interlocal Cooperation Agreement between South Salt Lake City and Salt Lake County for the County to Conduct Primary and General Municipal Elections for 2019. City Recorder, Craig Burton, presented this contract and resolution to the Council. A copy is attached and incorporated by this reference.

Council Member Bynum made a motion to approve this Resolution.

MOTION: Sharla Bynum SECOND: Ben Pender

Roll Call Vote:

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

2. A Resolution of the City of South Salt Lake City Council Adopting Amendments to the Budget for Fiscal Year ending June 30, 2019.

Council Member Bynum introduced the item by reminding everyone that building permit fees were estimated at \$400,000 but ended up with \$847,000, pointing out that development was more than anticipated. Council Member Bynum posed the question of what the City Council can do to help facilitate the large number of development projects in the community. She was supportive of finding resources necessary to help facilitate the ongoing development projects.

Planning Division Manager, Alex White, said the solution that Community Development has come up with is both short term and long term. The short term solution would be a possible policy change for public projects and whether or not costs should be borne by the City for public projects, as opposed to the applicant, and if those projects should be moved ahead of other projects. The other part of the solution would be funding for ordinance updates that would begin now and continue for several years.

Titles 15 and 17 are the two main sections of the City code that Ms. White indicated would benefit from staff's proposal for allocating some building permit fees for code revisions. Ms. White elaborated that cleaning up the codes would help create a more efficient land use development process in the City by eliminating unnecessary applications and creating clearly defined processes and rules for staff implementation.

Council Member deWolfe asked when Title 15 and 17 were last updated.

Ms. White said Title 15 hasn't been updated in about 5 to 10 years. Title 17 has had some updates on specific items that have been requested or items that have become major concerns but Title 17 is still in need of a comprehensive update.

Council Member Siwik went over the Community Development budget numbers with the Council. According to Council Member Siwik, there is still \$73,000 left in the Professional Services budget in Community Development and he doesn't see a need to allocate \$200,000 more into that budget.

Ms. White discussed how the professional services were already earmarked for other projects, including the housing relocation for the Fitt's Park project, General Plan update, and a business license update.

Council Member Siwik feels these projects that Ms. White listed off are all a matter of priority and if the ordinance update is top priority than the money that is currently in the professional services budget could be used for that project first.

Ms. White clarified that any remaining professional services budget would not be sufficient to complete the projects she was discussing with the Council.

Council Member Siwik said there are other areas of the Community Development budget that the rest of the money could come from such as salaries.

Mayor Wood said the reason why the Granite Project and Tracy Aviary projects were brought forward for discussion was because of the time sensitivity issue with these projects so the Council, staff and Administration is trying to address these projects and if the Council doesn't want to prioritize the code being updated then that is the Council's choice.

Council Member Siwik wants to know why the Community Development department needs the \$200,000 when there is money in that department already.

Mayor Wood indicated that funding allocated in the budget has already been earmarked for other projects. The proposed budget amendment before the Council tonight would allocated \$200,000 to Community Development for the purposes discussed. Mayor Wood clarified that the additional revenue is a result of building permit revenues coming in significantly above the projections and that putting that funding back into the Community Development Department is the most appropriate use of that revenue. Mayor Wood further stressed that building permit fees are one time funds and are not a reliable funding source for subsequent years.

Council Member Siwik said the building permit fee money could go towards storm water.

City Engineer, Dennis Pay, said the money from the building permit fees is one time money. The City needs a more sustainable money source for storm water. There is no guarantee that the City will get that much money in building fees over the years to come. Mr. Pay indicated that staff's budget recommendation is a possible solution to responding to the increased development demands the City is currently experiencing.

Council Member Kindred asked what the \$120,000 would pay for and why does this ordinance update project need to be done now rather than at the beginning of a new budget year.

Ms. White said \$120,000 would be to update critical sections Titles 15 and 17. Staff would like to start updating the code sooner rather than later because it is an overdue project and a very time consuming one at that. Mayor Wood expressed to the Council that staff would prioritize the code updates necessary to resolve concerns that are currently creating some of the

delays with these development projects.

Council Member Kindred asked what the timeline would be for an ordinance update project.

Deputy City Attorney, Hannah Vickery, said that Salt Lake City recently did a similar update of their code and it took three years with six attorneys working on the project. Ms. Vickery further stressed that ordinance updates are an ongoing project because State law changes every year.

Council Member Kindred asked if this ordinance update is going to take that long then why the rush now.

Mayor Wood said staff could address the parts of the code that are causing the delays in processing applications first which would help move along future applications.

Mr. Pay said this ordinance update would clean up City code so there aren't potential conflict within the City's code and with State code.

Council Member Kindred asked who the money would be paid to for these ordinance updates.

Ms. White said certain areas of the code require different areas of expertise and the consultants would be hired based on the project need.

Council Member deWolfe focused the Council on the question of whether staff's proposed budget amendment would help address the development concerns the Council has been hearing about in the short term.

Council Member Siwik asked how much has been paid for the Granite project so far and if the developer has paid that cost.

Ms. White said that the Granite project was expedited and the developer hasn't yet paid the out of pocket costs associated with the specialized and expedited project. Ms. White indicated it is a policy decision for the Council on whether the City taxpayer should bear the cost or if the developer needs to pay that cost, which is typical. The Tracy Aviary project hasn't been started yet because it is further down on the list of projects. If the Council would like to expedite the Tracy Aviary project then that can be accomplished with additional resources.

Council Member Bynum asked how much is needed to get the Tracy Aviary project expedited.

Ms. White explained that the costs are actual out of pocket costs used to hire the necessary consultants and are determined on a project by project basis but that generally we request a \$15,000 deposit from the developer.

Council Member Siwik questioned allocating money in the budget amendment that would be paid ultimately by the developer. Ms. White expressed there is a policy decision for the Council on who bears the costs of hiring consultants to get the high number of projects processed in a short period of time with the current staffing levels. Mayor Wood indicated that she has pulled staff aside and asked them for temporary short term solutions to get the development applications processed because she believes it is being translated by some of those in the community and that some Council members have bought into the idea that City staff doesn't desire these projects in the City. Mayor Wood indicated that is not the case and that Administration and City staff have tried to find solutions to move these time sensitive projects forward at every turn and this is one of the proposed solutions.

Council Member Kindred asked if it is being put out in the community that the Granite project is at risk if the Council doesn't approve this budget amendment.

Mayor Wood said no, not by her at least. She indicated that there are rumors going around the City that the Library is at risk, but that has not been confirmed.

Council Chair Pender said he thinks the ordinance update is long term project that doesn't need to be looked at right now and he would like more detail on that project. He doesn't like waving costs for private companies and the developer of the Granite project should pay the expedited costs.

Council Member Bynum said it appears the Council agrees on most of the budget amendment line items except for the \$200,000 and the Council should be able to come to an agreement on some of the proposed budget amendment.

Council Members Kindred, Pender, Siwik, and Thomas said zero on the \$200,000 line item.

Mayor Wood said the City has been given a drop dead date for the Tracy Aviary of May 15th.

Council Member deWolfe asked what repercussions will happen if no money is allocated to the Community Development department.

Ms. White indicated that with current staffing levels, the City cannot meet the ambitious timeline proposed with the Tracy Aviary without bringing in additional consulting help. Ms. White further expressed addressing the City code is important if the City wants to continue to attract the type of development that is desired for South Salt Lake.

Council Chair Pender said he would be inclined to give money towards the Tracy Aviary but would like to know what that amount would be.

Ms. White clarified what the zone change for the Tracy Aviary project would entail.

Ms. Vickery stressed the need for the City code update.

Council Member Mila agreed that there is a need but feels it should be discussed during budget not for this budget amendment.

Mayor Wood had a meeting with Council Member Thomas and County Mayor Jenny Wilson earlier today and in that meeting they were told by Mayor Wilson that the drop dead date for the Tracy Aviary project was May 15th. Mayor Wood indicated that in that meeting she was bringing tonight's budget amendment forward for the Council's consideration and the ability for the City to meet the compressed timeline would depend on the Council's decision tonight.

Ms. Vickery suggested the Council allocate \$10,000 or \$15,000 for the Aviary project and if the expedited amount goes beyond that amount staff can come back to the Council for another amendment.

Council Member Bynum recommended the Council start with a \$15,000 budget amendment from the building permit fees and that money will be earmarked for the Aviary project.

The Council took a five minute break to make changes to the budget amendment resolution.

Council Member Bynum made a motion to approve this Resolution with the change of \$200,000 reduced to \$15,000 for the Tracy Aviary project.

MOTION: Sharla Bynum SECOND: Ray deWolfe

Roll Call Vote:

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

Council Member Kindred made a motion to adjourn.

MOTION: Mark Kindred SECOND: Ray deWolfe

Voice Vote:

Bynum: Yes deWolfe: Yes Kindred: Yes Mila: Yes Pender: Yes

Siwik: Yes Thomas: Yes

The meeting adjourned at 8:25 p.m.

Ben Pender, Council Chair

Craig D. Borton, City Recorder

REGULAR CITY COUNCIL MEETING LIST OF ATTENDEES

NAME	ADDRESS	REPRESENTING
Aura Vernin B: 11 HARRES 79 MUSSCE Castell JEREMY BROKSBERK SARY BROKSBERK INLOV CHUNGHERSAN MIKE WALTER Renee Walton The ASHTON Kim Thomas	ADDRESS 361 Terra Sol Dr. I Aylors of Dr. I Aylors of De. Un W Crystal Ave. 351 East Violas. 4630.36005. 200 E. Marchs. 3693 5, 545 E. 3693 5, 545 E. 3693 5, 545 E. 342 E. Grongia Cir. 245 E. Burton Av.	REPRESENTING City Journal/ SUJ SUJ SUJ SUJ SUJ SUJ SUJ SUJ SUJ COUNCIL ATTORNEY

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RESOLUTION NO. R2019-03

A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL APPROVING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SOUTH SALT LAKE CITY AND SALT LAKE COUNTY FOR THE COUNTY TO CONDUCT PRIMARY AND GENERAL MUNICIPAL ELECTIONS FOR 2019

WHEREAS, the City will hold primary and general municipal elections in 2019; and

WHEREAS, Salt Lake County is well-equipped to provide those election services with less expense than the City would incur by conducting its own elections; and

WHEREAS, the County has offered to conduct the City's elections in exchange for the actual costs it incurs in providing the service; and

WHEREAS, the Agreement has been reviewed by the City Attorney for compliance with the requirements of the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101, et seq.; and

WHEREAS, the Council determines that this Agreement will serve the City's interests,

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

The City Council authorizes the Mayor to execute the Interlocal Cooperation Agreement effective March 8, 2019 between Salt Lake County and the City relating to providing election services.

APPROVED AND	ADOPTED	by the City	Council of the	City of South	Salt Lake,	Utah, on this
d+K day of	MARCH	, 2019.				

BY THE CITY COUNCIL:

Ben Pender, Council Chair

Council vote as recorded:

Bynum	455
deWolfe	VES
Kindred	VES
Mila	VES
Pender	VEC
Siwik	450
Thomas	YES
	/



ATTEST:

Craig D. Burton, City Recorder

Exhibit "B" 2019 Election Estimate South Salt Lake

Below is the good faith estimate for the upcoming 2019 Municipal Election for South Salt Lake. The city will be billed for actual costs, which will not exceed this estimate.

Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/17/2019): 8,419
- B. Worst case primary election.
- C. General election for the 2019 offices below.

2019 Offices	Estimate
Council At-Large (1 seat)	
Council 1	
Council 4	
Council 5	
Vote By Mail Election	\$31,176.45

Exhibit "A" 2019 Municipal Elections Scope of Work

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal, local district elections and county elections and the County agrees to conduct vote by mail/consolidated polls elections for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote center/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and § 20A-9-203)
- Direct payment of all costs associated with the elections to include vote center workers, training, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of jurisdiction participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

County Contract No		
_	D.A. No.	18-12801

INTERLOCAL COOPERATION AGREEMENT between

(Name of Municipality)

and

SALT LAKE COUNTY on behalf of the COUNTY CLERK'S ELECTION'S DIVISION FOR MUNICIPAL ELECTION

the State of Utah.
(the "City") a municipal corporation created under the laws of
State of Utah, on behalf of the Salt Lake County Clerk's Office, Elections Division; and
by and between SALT LAKE COUNTY (the "County"), a body corporate and politic of the
THIS AGREEMENT is made and entered into the day of, 2019,

RECITALS:

WHEREAS, the County desires to provide the services of its clerk's office, elections division, to the City for the purpose of assisting the City in conducting the City's 2019 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services; and

WHEREAS, the parties are public agencies and are therefore authorized by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -608 (2018), to enter into agreements to cooperate with each other in a manner which will enable them to make the most efficient use of their resources and powers.

AGREEMENT:

NOW THEREFORE, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

- 1. **Term.** The County shall provide election services described below to the City commencing on the date this Agreement is executed and terminating on December 31, 2019. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.
- 2. **Scope of Work.** The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County shall perform the listed election functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2019 primary and general municipal elections.

3. **Legal Requirements.**

- a. The County and the City understand and agree that the 2019 City primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.
- b. The County and the City understand and agree that the County does not offer the services or resources to conduct an instant runoff voting election described in

sections 20A-4-603 and -604, UTAH CODE ANN. (2018). Accordingly, the County is not obligated by this Agreement to provide the services necessary for the City to participate in the Municipal Alternative Voting Methods Pilot Project described in Chapter 20A-4, Part 6, UTAH CODE ANN. (2018).

- 4. Cost. In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate attached hereto and incorporated by reference as Exhibit "B." The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual costs of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.
- 5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to –904 (2018) (the "Governmental Immunity Act"). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act

as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

- 6. **No Obligations to Third Parties.** The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.
- 7. Indemnification. Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act, error or omission of the City, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.
- 8. **Election Records.** The City shall maintain and keep control of all records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, UTAH CODE ANN. §§ 63G-2-101 to -901 (2018), and all other relevant local, state and federal laws.
- 9. **Service Cancellation.** If the Agreement is canceled by the City as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to

the time of cancellation and based upon the dollar amounts for materials, equipment and services

set forth herein.

10. **Legal Compliance.** The County, as part of the consideration herein, shall comply

with all applicable federal, state and county laws governing elections.

11. **Agency.** No agent, employee or servant of the City or the County is or shall be

deemed to be an employee, agent or servant of the other party. None of the benefits provided by

either party to its employees including, but not limited to, workers' compensation insurance,

health insurance and unemployment insurance, are available to the employees, agents, or

servants of the other party. The City and the County shall each be solely and entirely responsible

for its own acts and for the acts of its own agents, employees and servants during the

performance of this Agreement.

12. **Force Majeure.** Neither party shall be liable for any excess costs if the failure to

perform arises from causes beyond the control and without the fault or negligence of that party,

e.g., acts of God, fires, floods, strikes or unusually severe weather. If such condition continues for

a period in excess of 60 days, the City or the County shall have the right to terminate this

Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under

this Agreement shall be deemed sufficient if given by a written communication and shall be deemed

to have been received upon personal delivery, actual receipt, or within three (3) days after such

notice is deposited in the United States mail, postage prepaid, and certified and addressed to the

parties as set forth below:

Salt Lake County

Salt Lake County Mayor 2001 South State Street, N2-100

Salt Lake City, Utah 84190

and

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Pam Tueller
Fiscal Manager
Salt Lake County Clerk's Office
2001 South State, Suite S1-200
Salt Lake City, Utah 84190-1050
email: ptueller@slco.org

City	

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

email:

- 15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 13, 2019, and on November 5, 2019, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing the same scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."
- 16. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice or action nominates, recommends or supervises the City's operations or authorizes funding or payments to the City.

- 17. **Ethical Standards.** The City represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or section 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.
- 18. **Interlocal Agreement.** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -608 (2018), (the "Interlocal Act"), in connection with this Agreement, the City and the County agree as follows:
 - a. This Agreement shall be approved by each party, pursuant to section 11-13-202.5 of the Interlocal Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;
 - c. Any duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to section 11-13-209 of the Interlocal Act;
 - d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action performed pursuant to this Agreement, and for any financing of such costs; and

- e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that 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.
 - f. County and City Representatives.
 - i. The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.
 - ii. The City designates the City's _____ [title] as the City's representative in its performance of this Agreement. The City's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.
- 19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.
- 20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.
- 21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

	SALT LAKE COUNTY:
Recommended for Approval:	Mayor or Designee Date:
Sherrie Swensen Salt Lake County Clerk	
Approved as to Form:	
By:	
	CITY:
	By:
	Title:
	Date:

RESOLUTION NO. R2019- 0 4 ADOPTING AMENDMENTS TO THE BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2019

WHEREAS, Section 10-6-128, Utah Code Annotated 1953, as amended, requires the City Council to adopt amendments to the budgets for the fiscal year by resolution; and

WHEREAS, the City Council has prepared said amendments and has submitted the same for public review and hearing; and

WHEREAS, the amendments conform to the requirements of the Utah Uniform Fiscal Procedures Act;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH SALT LAKE AS FOLLOWS:

That the document entitled:

"CITY OF SOUTH SALT LAKE, SOUTH SALT LAKE, UTAH AMENDMENTS TO THE BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2019"

with additions to the individual fund budgets therein in the following amounts:

Total New Budget Amount

General Fund \$ 50,500 \$33,688,089 Capital Improvements Fund 103,000 10,262,700

be and is hereby, adopted effective this 6th day of March, 2019.

BY THE CITY COUNCIL:

Ben Pender, Council Chair

ATTEST:

Craig D. Burton, City Recorder

City Council Vote as Recorded:

Bynum	VES
deWolfe	YES
Kindred	425
Mila	VES
Pender	YES
Siwik	YES
Thomas	425



General Fund		Uses:	Sources:
1G Police Sundry Expense 1G Building Permit Revenue Funding for the non-overtime funeral/memorial expenditures.	10-51-600-00 10-3221-000	\$23,500	\$23,500
 2G Professional Services - Comm Development 2G Building Permit Revenue Reduce backlog of planning and review projects. 	10-65-310-00 10-3221-000	\$200,000	\$200,000
3G Utilities - Columbus Center 3G Other Revenue - Utility Reimbursements Record SL County Library utility reimbursements as a revenue rather than offset to expenditures.	10-50-270-00 10-3610-100	\$12,000	\$12,000
		\$235,500	\$235,500
Capital Improvements Fund:		Uses:	Sources:
1C Teen Tech Center - Columbus Center 1C Private Grants Recognize grant/donations to fund technology center.	40-80-727-05 40-3380-000	\$95,000	\$95,000
2C Park Improvements2C State GrantsCommunity celebration grant for trees at Fitts Park.	40-80-704-00 40-3340-000	\$8,000	\$8,000
		\$103,000	\$103,000

Officer Romrell - Vigil and Funeral Expenses		
Vendor	Purpose	Cost
Maverik Center Rental	Funeral Venue	\$9,000.00
As U Wish	Police & Family Memorial Dinner	\$1,750.00
Alphagraphics	Memorial Banners - State Street Light Poles	\$604.37
Sams Club	Vigil Hot Cocoa and Cups	\$37.18
Dollar Tree	Vigil Candles	\$19.37
Michaels	Vigil Candles & Ribbon	\$52.40
Rose Shop	Viewing/Funeral Floral Arrangement	\$250.00
Diamond Rental	Vigil - Heaters, Tent, Spotlight	\$493.72
Alphagraphics	Program and route printing	\$1,678.42
Colonial Flag	Flag for interviews	\$44.25
Cornerstone	Audio/Visual services for funeral	\$3,600.00
Skaggs	Class A Uniform for Civilian Staff	\$2,534.06
Creative Culture	Romrell E.O.W. Police Patches	\$1,749.80
UT Law Enforcement Memorial	Memorial Plaque	\$1,000.00
Zazzle	Thank you cards	\$650.00
Overtime Budget	Lt Overtime	\$1,391.06
Overtime Budget	Sgt. Overtime	\$6,128.65
Overtime Budget	Patrol Overtime	\$6,793.16
	TOTAL	\$37,776.44

22 hrs @ \$63.23/hr 121 hrs @ \$50.65/hr 206 hrs @ \$32.98/hr





FY 2019

PROJECT	COST
1. Ordinance Updates	\$120,000
(Title 15, Title 17, Engineering Standards)	
2. Projects: (Granite, Tracy Aviary, HRC)	\$80,000

. FY 2020

PROJECT	COST
4. Other Development Projects	\$100,000

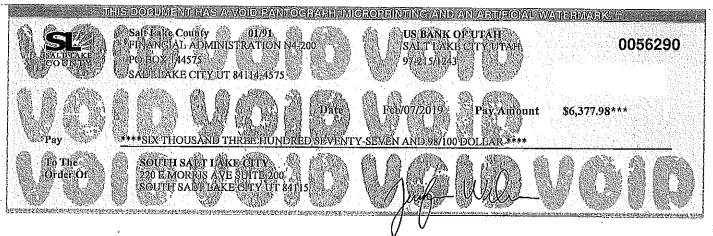
02/19 02/28/2019	01/19 01/31/2019	12/18 12/31/2018	11/18 11/30/2018	10/18 10/31/2018	09/18 09/30/2018	08/18 08/31/2018	07/18 07/31/2018	00/18 07/01/2018	14/18 06/30/2018	13/18 06/30/2018
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847,141.03	839,894.84	829,143.01	772,208.54	707,753.88	671,061.92	591,053.60	291,161.25	.00.	550,115.78	538,509.35
847,141.03	839,894.84	829,143.01	772,208.54	707,753.88	671,061.92	591,053.60	291,161.25	.00	550,115.78	538,509.35
400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00	500,000.00	500,000.00
(447,141.03)	(439,894.84)	(429,143.01)	(372,208.54)	(307,753.88)	(271,061.92)	(191,053.60)	108,838.75	400,000.00	(50,115.78)	(38,509.35)
	02/28/2019 .00 847,141.03 847,141.03 400,000.00	02/28/2019 01/31/2019 .00 .00 847,141.03 839,894.84 847,141.03 839,894.84 400,000.00 400,000.00	02/28/2019 01/31/2019 12/31/2018 .00 .00 .00 847,141.03 839,894.84 829,143.01 847,141.03 839,894.84 829,143.01	02/28/2019 01/31/2019 12/31/2018 11/30/2018 .00 .00 .00 .00 847,141.03 839,894.84 829,143.01 772,208.54 847,141.03 839,894.84 829,143.01 772,208.54 400,000.00 400,000.00 400,000.00 400,000.00	02/28/2019 01/31/2019 12/31/2018 11/30/2018 10/31/2018 .00 .00 .00 .00 .00 847,141.03 839,894.84 829,143.01 772,208.54 707,753.88 847,141.03 839,894.84 829,143.01 772,208.54 707,753.88 400,000.00 400,000.00 400,000.00 400,000.00 400,000.00	02/28/2019 01/31/2019 12/31/2018 11/30/2018 10/31/2018 09/30/2018 .00 .00 .00 .00 .00 .00 847,141.03 839,894.84 829,143.01 772,208.54 707,753.88 671,061.92 847,141.03 839,894.84 829,143.01 772,208.54 707,753.88 671,061.92 400,000.00 400,000.00 400,000.00 400,000.00 400,000.00 400,000.00	02/28/2019 01/31/2019 12/31/2018 11/30/2018 10/31/2018 09/30/2018 08/31/2018 .00 .00 .00 .00 .00 .00 .00 847,141.03 839,894.84 829,143.01 772,208.54 707,753.88 671,061.92 591,053.60 847,141.03 839,894.84 829,143.01 772,208.54 707,753.88 671,061.92 591,053.60 400,000.00 400,000.00 400,000.00 400,000.00 400,000.00 400,000.00	02/28/2019 01/31/2019 12/31/2018 11/30/2018 10/31/2018 09/30/2018 08/31/2018 07/31/2018 .00 .00 .00 .00 .00 .00 .00 .00 847,141.03 839,894.84 829,143.01 772,208.54 707,753.88 671,061.92 591,053.60 291,161.25 847,141.03 839,894.84 829,143.01 772,208.54 707,753.88 671,061.92 591,053.60 291,161.25 400,000.00 400,000.00 400,000.00 400,000.00 400,000.00 400,000.00 400,000.00	02/28/2019 01/31/2019 12/31/2018 11/30/2018 10/31/2018 09/30/2018 08/31/2018 07/31/2018 07/01/2018 .00	02/28/2019 01/31/2019 12/31/2018 11/30/2018 10/31/2018 09/30/2018 08/31/2018 07/31/2018 07/01/2018 06/30/2018 .00 .0



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	Check Date: Feb/07/2019 Suj	pplier Number: 0000004	414	Check No	: 0056290
:	Invoice Number Invoice Voucher ID Date	Gross Amount	Discount Taken	Late Charge	Paid Amount
	3299 Jan/23/2019 00312197	6,377.98	0,00	0.00	6,377.98

Check Number	Date		Total Gross	Total	Total Late	Total Paid Amount
			Amount	Discounts	Charge	
0056290	Feb/07/2019	· .	\$6,377.98	\$0.00	\$0.00	\$6,377.98***

If you would like to participate in the County's EFT Program, please call (385) 468-7100



City of South Salt Lake

220 East Morris Avenue #200

Receipt No: 1.022892 Feb 12, 2019

8ALT LAKE COUNTY LIBRARY

WISCELLANEOUS

COLUMBUS LIBRARY UTIL

10-3610-100

OTHER-UTIL REIMBURSEKENTS

Total:

Check

Chec

Amend Columbus

Util budget to

lorger amount so

County Reimbursements

are Not an

offset to

expense.





December 18, 2018

Kelli Meranda Director Promise South Salt Lake City of South Salt Lake 220 East Morris Ave. Suite 200 South Salt Lake, UT 84115

Re: The Clubhouse Network Membership and Best Buy Teen Tech Center Approval

Dear Kelli,

We are pleased to confirm that the City of South Salt Lake has been approved for membership in The Clubhouse Network: Where Technology Meets Imagination, and to establish a Best Buy Teen Tech Center ("Best Buy Teen Tech Center") through a license and grant from The Clubhouse Network, Inc. You will receive this license and grant pursuant to the terms and conditions of a Grant/License Agreement between you and The Clubhouse Network, which is enclosed (the "Grant/ License Agreement"). If you are in agreement with the Grant/License Agreement, please sign a copy and return it to The Clubhouse Network's attention via email, fax or postal service, and print a copy for your records. The term of the Grant/ License Agreement begins December 1, 2018 and ends 12 months after the date of your Teen Tech Center's "soft opening" (I.e., first day of being open to youth). The agreement is subject to renewal at the end of that time period.

Please note that you will also be required to execute a separate agreement related to facility requirements, start-up equipment, and trademark licensing for the Best Buy Teen Tech Center directly with Best Buy Stores, L.P. ("Best Buy Agreement").

After both agreements are executed, you are eligible to receive funding for three separate grants: a \$50,000 Program Grant, a start-up grant valued at over \$80,000 (\$50,000 cash and inkind for technology resources; \$30,000 cash for furniture) and a construction grant up to \$50,000 (provided on a 1:1 matching basis). The payment schedules for these three grants can be found on the attached license agreement.

Best Buy and The Clubhouse Network are delighted to be working with you and your team to enable teens from your community to develop confidence in themselves and gain valuable skills through the use of technology at the Best Buy Teen Tech Center. Benefits that come from your participation as a member of The Clubhouse Network and as a Best Buy Teen Tech Center include:





The Clubhouse Network

Grant/License Agreement

Grantee/Licensee:

City of South Salt Lake

220 East Morris Ave. Suite 200 South Salt Lake, UT 84115

Project Director:

Kelli Meranda

Director, Promise South Salt Lake

Project Name:

Best Buy Teen Tech Center

Purpose:

Establish and support a Best Buy Teen Tech Center at the

Columbus Center

Amount of Grant:

Program Grant of \$50,000, Technology Grant valued at \$50,000 (cash

and in-kind), Furniture Grant of \$30,000, plus up to \$50,000

construction grant (matched on a 1:1 basis)

Period of Grant/

License:

December 1, 2018 - 12 months following "soft opening"

Payment Schedule: PROGRAM GRANT

\$10,000 (20% of total) upon receipt of signed contracts

\$30,000 (60% of total) upon "soft opening"

\$10,000 (remaining 20%) 12 months following "soft opening"

TECHNOLOGY/FURNITURE GRANT

\$80,000 (\$50,000 cash and in-kind for technology resources, \$30,000 for furniture) upon receipt of approved Teen Tech Center designs

CONSTRUCTION GRANT

Up to \$50,000 upon receipt of letter of request detailing construction

costs, final design, plans for match and amount requested.

The Clubhouse **Network Contact:**

Gail Breslow

Executive Director, The Clubhouse Network

(617) 318-3470

gbreslow@theclubhousenetwork.org

		To:	1/17/2019		
•			·		84310
INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
1/17/2019	1/17/2019	January 2019 FY 18-19 Partners Totals:	\$15,422.90 \$15,422.90	\$0.00 \$0.00	\$15,422.90 \$15,422.90
* 		10-3380-000			



UNITED WAY OF SALT LAKE 257 EAST 200 SOUTH, SUITE 300 SALT LAKE CITY, UT 84111-2078 ZIONS BANK ZIONS FIRST NATIONAL BANK HEADQUATERS OFFICE ONE MAIN STREET SALT LAKE CITY, UT 84111 31-5/1240 84310

CHECK DATE	CHECK NO.
1/17/2019	84310
. CHECK A	MOUNT

PAY

Fifteen thousand four hundred twenty two and 90/100 Dollars

\$** 15,422.90

TO THE ORDER OF City of South Salt Lake 220 E Morris Ave, 3rd Floor South Salt Lake City, UT 84115 Alle britis de la constanció en la const

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Lity of South Sait Lake 220 East Morris Avenue #2 SSLC UT 84115-3200	Receipt No: 1.022739	UNITED WAY	UNITED WAY HSER NER MOD CENTER 10-7720-000	AN STANDER ORANTS	Total:	Check Check Mo: 84310 Payor:	UNITED WAY Total Applied:	Change Tendered:	01/23/2019 10:5



MEMO

DATE:

January 18, 2019

TO:

Agency Financial Director or CFO

FROM:

Matthew Quigley, Financial Services Specialist

RE:

2018-2019 Designations Report

Enclosed, you will find a check reflecting gifts generously designated to your agency by individuals and corporations participating in **United Way of Salt Lake's 2018/2019 Workplace Campaign.**

We have included all payments received through **December 31, 2018** for the **2018-2019** campaign year. Any amounts received further, will be included in future payouts.

The following report is enclosed:

Payee Report (By Organization): This report contains donor and organization breakdowns pertaining to the enclosed check.

A detailed **Acknowledgement to Agencies** report is now available using the link below. It contains donor detail and total annual pledge amounts.

Link: www.uw.org/epledge

User ID: Account number; found on enclosed Payee by Org report

Password: liveunited (unless you've created a different password prior)

Please remember to thank United Way donors for their entire <u>pledge</u> amount and <u>never</u> send invoices to any organization/agency you are receiving donations from.

United Way of Salt Lake will send tax receipts to all donors.

We are proud to pay all designations, 100%, to all agencies with zero fees, however, we do experience uncollectible funds from time to time due to matters out of our hands. If you have any questions, please let me know and I can help clear this up.

Should you have any other questions regarding these reports or payouts in general, please contact me anytime, at (801) 736-7703 or matt@uw.org.

Best Buy Teen Tech Center

Cost Estimate 02.19.19

#	Description	Quantity	Unit	Cost	Total
1	Architect	1	LS	\$ 9,000.00	\$ 9,000.00
2	Music / sound engineering booth	1	LS	\$ 10,000.00	\$ 10,000.00
3	Windows to hall	3	EA	\$ 3,000.00	\$ 9,000.00
4	Replace doors / Locks	2	EA	\$ 2,000.00	\$ 4,000.00
5	Outlets / Electrical	25	EA	\$ 500.00	\$ 12,500.00
6	Replace / move light fixtures	1	LS	\$ 5,000.00	\$ 5,000.00
7	Comcast data line install	1	LS	\$ 5,500.00	\$ 5,500.00
8	Data ports	15	EA	\$ 500.00	\$ 7,500.00
9	Fire Suppression	1	LS	\$ 2,000.00	\$ 2,000.00
10	HVAC-computer cabinet and sound booth	1	LS	\$ 3,000.00	\$ 3,000.00
11	New flooring-Room 105	1200	SF	\$ 8.00	\$ 9,600.00
12	New carpet-Room 104	1200	SF	\$ 4.00	\$ 4,800.00
13	Security camera(s)	1	LS	\$ 5,000.00	\$ 5,000.00
14	Locked Storage / Server storage	1	LS	\$ 2,000.00	\$ 2,000.00
15	Cosntruction Contingency	1	10%	\$ 10,000.00	\$ 9,000.00
				TOTAL	\$ 97,900.00
16	Furniture - cash donation	1	LS	\$ 30,000.00	\$ 30,000.00



DAVID G: DAMSCHEN, UTAH STATE TREASURE DIVISION OF FINANCE, 2110 STATE OFFICE BUILDING SALE AND STATE OFFICE BUILDING.



Warrant Number F 12350672

11-23-2018

\$8000.00**

TO THE ORDER OF:

CIEY OF SOUTH SALT LAKE 2531 South 400 East

PAY Eight Thousand And 00/100 Dollars

South Salt Lake UT 84115

DIVISION OF FINANCE

#POD12350672# #1124002890#153100367736#/

DETACH BEFORE CASHING STATE OF UTAH, Division of Finance 2110 State Office Building, Salt Lake City UT 84114

43531CA

710 1910000124

Dept Voucher#

Invoice # / Description :

190969 / Spike 150 - Community Celebration Grant

Amount

8,000.00

AMEND 40-80-704-00

City of South Salt Lake 220 East Morris Avenue #200

SSLC UT 84115-3200

801.483.6000

Receipt No: 1.022225

Nov 30, 2018

STATE OF UTAM

MISCELLANEOUS

COMMUNITY CELEBRATE GRANT

8,000,00

40-3340-000

STATE GRANTS

Total:

8,000.00

Check

Check No: 12350672

8,000.00

Payora

STATE OF UTAH

Total Applied:

8,000.00

Change Tendered:

11/30/2018 9:26 AM

WARRANT NO: F 12350672

TOTAL; \$8000.00**

CTRL: 1031

Page 1 Of 1