CITY COUNCIL ELECTRONIC MEETING AGENDA
CITY OF SOUTH JORDAN
JUNE 16, 2020
**6:30** PM

NOTICE IS HEREBY GIVEN THAT THE SOUTH JORDAN CITY COUNCIL WILL HOLD ITS MEETING **ELECTRONICALLY, VIA ZOOM PHONE AND VIDEO CONFERENCING,** ON TUESDAY, JUNE 16, 2020. PERSONS WITH DISABILITIES WHO MAY NEED ASSISTANCE SHOULD CONTACT THE CITY MANAGER STAFF AT (801) 254-3742, AT LEAST 24 HOURS PRIOR TO THIS MEETING.

*In accordance with Governor Herbert's Utah Executive Order 2020-1, declaring a state of emergency in response to COVID-19, and pursuant to Utah Executive Order 2020-5, modifying the Open and Public Meetings Act requirements allowing electronic meetings without an anchor location and authorizing resolution or ordinance, the City of South Jordan will be holding City Council, Planning Commission, and meetings of other South Jordan Committees and Boards electronically, until further notice is given. Utah Executive Order 2020-5 allows a public body to hold an electronic meeting, to "provide means by which interested persons and the public may remotely hear or observe, live, by audio or video transmission the open portions of the meeting", and "comments from the public will be accepted during the electronic meeting".*

*In the event an electronic meeting is disrupted in any way that the City in its sole discretion deems in appropriate, including the posting of offensive pictures, remarks, or making offensive statements, the City reserves the right to immediately remove the individual(s) from the meeting and, if needed, end the electronic meeting with or without a motion and vote. If a meeting is ended prior to all items being addressed, any items not addressed shall be moved to the next regularly scheduled meeting or a special meeting whichever is first.*

*Attendees will be allowed to join via phone or video, using Zoom phone and video conferencing. Note, public comment will be accessed through video conferencing, and a participant must have their video on and working to speak. Those who join via phone may listen, but not comment. Ability to connect and comment is dependent on an individual's internet connection, not the City. To ensure your comments are taken regardless of technical issues, please have them submitted in writing to the City Recorder, Anna Crookston, at Acrookston@sjc.utah.gov by 5:00 p.m. on June 16, 2020.*

*Instructions on how to join the meeting electronically are below.*

**Join South Jordan City Council Electronic Meeting June 16, 2020 at 6:30 p.m.**
Join on any device, with mobile and desktop availability
Visit: www.sjc.utah.gov/meeting-agenda-minutesarchive-center/
Zoom link, Meeting ID and Meeting Password will be provided 24 hours prior to meeting start time.
Zoom instructions are posted www.sjc.utah.gov/meeting-agenda-minutesarchive-center/

**Regular Meeting**

6:30 p.m. **A. Welcome, Roll Call and Introduction to Electronic Meeting -** *By Mayor Dawn R. Ramsey*

6:35 p.m. **B. Invocation –** *By Council Member, Brad Marlor*

6:40 p.m. **C. Pledge of Allegiance –** *By Public Works Director, Jason Rasmussen*

6:45 p.m. **D. Minute Approval**
D.1. June 2, 2020 Council Study Meeting
D.2. June 2, 2020 City Council Meeting

6:50 p.m. **E. Mayor and Council Reports**

7:15 p.m. **F. 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 Mayor. 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.

7:35 p.m. **G. Presentation:** Auditors Risk Assessment and Report. *(By CFO, Sunil Naidu)*

7:50 p.m. **H. Consent Action Items:**

**H.1. Resolution R2020-20**, authorizing the City Manager to sign Utah Risk Management Association Amended Interlocal Agreement (URMA). *(By ACM, Dustin Lewis)*

**H.2. Resolution R2020-38**, authorizing the Mayor to sign an Amendment to the Ridgepoint Development Agreement *(By Planning Director, Steven Schaefermeyer)*

**H.3. Resolution R2020-46**, approving Interim Emergency Successor List for 2020-21 *(By ACM, Dustin Lewis)*

**H.4. Resolution R2020-47**, authorizing the Mayor to sign CARES Act Funding Agreement for Governmental Entities with Salt Lake County. *(By City Attorney, Ryan Loose)*

**H.5. Resolution R2020-48**, approving Bid Exception for City Water System Risk & Resiliency Plan. *(By Public Works Director, Jason Rasmussen)*

8:00 p.m. **I. Public Hearing: Resolution R2020-43**, amending FY2019-20 Final Budge. *(By CFO, Sunil Naidu)* **RCV**

*RECESS CITY COUNCIL MEETING AND MOVE TO REDEVELOPMENT AGENCY MEETING (RDA)*

8:15 p.m. **J. Public Hearing: RDA 2020-05,** amending FY2019-20 Final Budget for the Redevelopment Agency. *(By CFO, Sunil Naidu)* **RCV**

*ADJOURN REDEVELOPMENT AGENCY MEETING (RDA) AND RETURN TO CITY COUNCIL MEETING*

8:20 p.m. **K. Staff Reports and Calendaring Items**

ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF UTAH )
COUNTY OF SALT LAKE )

I, Anna Crookston, the duly appointed 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 12, 2020.

# CITY COUNCIL ELECTRONIC MEETING AGENDA
# EXECUTIVE SUMMARY

June 16, 2020

This Executive Summary includes only certain issues on the City Council Electronic Meeting Agenda which require a vote, and for which the City Council is not familiar. The City Council Electronic Meeting Agenda includes all issues to be addressed by the City Council.

**Agenda Item:**

**H1. R2020-20, authorizing the City Manager to sign the Utah Risk Management Association Amended Interlocal Agreement (URMA).** (Dustin Lewis, ACM, Pg. 20)

The Utah Municipal Risk Management Association, made up of certain public agencies, began operations by entering into the Interlocal Agreement Creating the Utah Risk Management Associations (the "Interlocal Agreement"). The City has participated in the Utah Risk Management Association since 1985, as a basis of their risk management program and activities.

URMA periodically reviews the association documents and has drafted changes to the Interlocal Agreement to make minor corrections and revisions necessary for the efficient operation of the association and its members. The changes provide increased clarity and do not make any major changes to the mission or operation of the URMA and its membership.

**Recommendation:** Approve Resolution R2020-20, authorizing the City Manager to sign the Utah Risk Management Association Amended Interlocal Agreement (URMA).

**H2. R2020-38, authorizing the Mayor to Sign an Amendment to the Development Agreement, pertaining to the development of the property approximately located at 1549 West 11400 South.** (Steven Schaefermeyer, Planning Director, Pg. 33)

The City Council approved a rezone and development agreement (the "Development Agreement") with the Boyer Company for property generally located at 1549 West 11400 South, which included a mix of residential and commercial uses. After approval, Six S Company (the "Applicant") retained from the Boyer Company a commercial portion, and seeks to amend the Development Agreement with regard to the design guidelines and the rentable square footage requirement.

The City recommends the following changes to the proposed 2nd Amendment to Development Agreement:

1) Change the drive-thru setback requirement in Amendment Section 1 to "maximum 30 feet";
2) Delete Amendment Section 2 concerning rentable square footage; and
3) Amend the Recitals to reflect the City's Council's discussion and City Staff suggested changes to Amendment Sections 1 and 2.

**Recommendation:** Approve Resolution R2020-38, authorizing the Mayor to sign an amendment to the Development Agreement.

**H3. R2020-46, approving Interim Emergency Successor List for 2020-21.** (Dustin Lewis, ACM, Pg. 20)

The Emergency Interim Succession Act requires that each officer of a political subdivision designate 3 emergency interim successors and provide a list for those designated. *See Emergency Interim Succession List 2020-2021.*

**Recommendation:** Approve Resolution R2020-39, approving Interim Successor List.

**H4. R2020-47, authorizing the Mayor to enter into the CARES Act Funding Agreement for Governmental Entities with Salt Lake County.** (Ryan Loose, City Attorney, Pg. 110)

The County receives federal funding under the Social Security Act, as added by the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"). The CARES Act funds are considered "other financial assistance", and the County wishes to provide the City $2,190,460.46 of the funding (the "Grant Funds") to assist citizens and business in the City for the containment of COVID-19, and to improve the economic impact of the pandemic and related public health orders.

The Grant Funds, provided to the City by the County, which are not expended on necessary expenditures on or before October 1, 2020, must be returned to the County on or before October 7, 2020.

**Recommendation:** Approve R2020-47, authorizing the Mayor to sign CARES Act Funding Agreement for Governmental Entities with Salt Lake County.

**H5. R2020-48, approving Bid Exception for City Water System Risk & Resiliency Plan.** (Jason Rasmussen, Public Works Director, Pg. 110)

The South Jordan City Purchasing Policy generally requires that all purchases over $5,000 go through a competitive bid process. However, it also allows the City Council, by resolution, to authorize any purchase without going through this process.

In the past, the engineering firm Hansen, Allen & Luce (HAL) prepared the City's water system master plan, as well as created a vulnerability assessment report for the City's water system. The EPA is requiring an update to each public water system (PWS), with a due date of December 31, 2020, for the City.

HAL has provided a proposal and, after review, the City finds the proposed cost to be fair, and also finds that using HAL allows the City to maintain sensitive water system information, which HAL currently has, and HAL has a high level of experience and expertise with the City water system.

**Recommendation:** Approve R2020-48, approving Bid Exception for City Water System Risk & Resiliency Plan.

**I. Resolution R2020-43, amending the Fiscal Year 2019-20 Budget.** (Sunil Naidu, CFO, Pg. 15)

The City wishes to amend the FY 2019-20 budget to reflect actual revenues and expenditures for activities that have occurred during the course of the year. A public hearing has been noticed and heard.

**Recommendation:** Approve Resolution R2020-43, amending the Fiscal Year 2019-20 Budget.

**J. RDA 2020-05, amending the Fiscal Year 2019-20 Budget for the Redevelopment Agency.** (Sunil Naidu, CFO, Pg. 115)

The Redevelopment Agency Board of Directors wishes to amend the FY 2019-20 budget to more accurately reflect actual revenues and expenditures for activities that have occurred during the course of the year. A public hearing has been noticed and heard.

**Recommendation:** Approve RDA 2020-05, amending the Fiscal Year 2019-20 Budget for the Redevelopment Agency.

D.1 06/2/20 COUNCIL STUDY SESSION MINUTES

SOUTH JORDAN CITY
CITY COUNCIL ELECTRONIC STUDY MEETING

June 2, 2020

**Present:** Mayor Dawn Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Jason McGuire, Council Member Don Shelton, Council Member Tamara Zander, CM Gary Whatcott, ACM Dustin Lewis, City Attorney Ryan Loose, Public Works Director Jason Rasmussen, Deputy City/Transportation Engineer Jeremy Nielson, City Recorder Anna Crookston, City Commerce Director Brian Preece, Fire Chief Chris Dawson, Strategic Services Director Don Tingey, Communications Manager Rachel VanCleave, Administrative Services Director Spencer Kyle, Planning Director Steven Schaefermeyer, CFO Sunil Naidu, IT Director Jon Day

**Others:** Attendance electronically via Zoom

STUDY MEETING

**A. Welcome, Roll Call and Introduction:** *By Mayor Dawn R. Ramsey*

Mayor Ramsey welcomed everyone present. All members of the Council were present electronically.

**B. Invocation:** *By Strategic Services Director, Don Tingey*

**C. Mayor and Council Coordination**

It was noted that the Police and Fire Chief's were not present at the meeting at this time. They were on scene at a call.

Council Member Shelton thanked the police for their handling of the situation over the past weekend. He had a resident suggest de-escalation training, and asked what type of training the officers receive? Could they be doing more for the officers to weed out any kind of racism from the mindset of the officers? CM Whatcott said the officers go through de-escalation training. It has been available for a number of years. He believes they are doing all that they can as a group and as an administration for the officers. Actions taken by one individual can sometimes happen, regardless of the training received. We do rigorous background checks, like most law enforcement agencies do. Our incident rate is small, compared to the rest of the nation. Part of that is where we live. The police are faced with challenging issues, but we do an extensive job at training.

Council Member Shelton requested a report from Chief Carr about how officers are trained to handle difficult situations, and have a conversation about statistics. He would like to know how often they run into violent situations or where they have to use force. He does not want to ever see what happened in Minneapolis happen in South Jordan. CM Whatcott said Mr. Harris asked the same questions, and Chief Carr is prepared to discuss that under staff comments tonight. CM Whatcott said even though the crime rate is low, that does not mean that they do not have violent acts that occur in our community that creates challenges for them. We don't have very many cases of actual lawsuits and things of that nature, which I think is a telling sign of how our people are trained.

ACM Lewis said he spoke with Chief Carr earlier today. Chief Carr told him out of every 30,000 contacts that they have, about 100 of those would require some sort of force, and a smaller percentage of that is serious. It is a very small percentage of the contact that they have. He also mentioned that the technique

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they used in Minnesota is not one that is taught or used here in the State by anybody and we also have different types of de-escalation training that the officers use. They all receive that training and refreshers on it. He will be able to answer the questions tonight and can speak specifically to it.

Council Member Zander said she had a resident ask how many times we have officers written up in South Jordan? She said she is personally not aware of any, but she does not micromanage the police department. If a resident has a concern, or if a Council Member wanted to know, is that something that can be known? City Attorney Loose said legally we have a case in the state records committee on this issue, regarding officer discipline, and any employee actually. All and any final discipline that is written down for a public employee, that goes for any city, state, and school district, all of the final discipline for which any appeal time has run is public. If someone was to request an employee's discipline over the time of their employment with the City, we would go to their file and if there was discipline we provide that discipline or the final disposition. To his knowledge, the City does not tabulate by department how many people got written up and what kind of discipline or anything. We have had in the past where we terminated an officer's employment and the officer appealed that termination. That officer requested all discipline for similar acts that the officer did that got him separated from the city. They created a spreadsheet, and that is the only time he have seen a spreadsheet. He said if you're curious about an officer's discipline or an individual's discipline or a departments, you would need to GRAMA request it and ask for it and we would provide any discipline. We recently provided discipline for former officers that left here and worked for another agency to the Salt Lake Tribune. We provided that discipline upon their request. The Tribune does several articles a year for different departments. Our first legal fight about this was City Weekly that requested our officer's discipline. CM Whatcott adds that police departments are pretty heavy in policy for lots of reasons. There are many policy violations that people are written up for, but I think what you're asking is a little more serious about violent acts committed by officers against the public or excessive force uses. I can tell you that is very small. City Attorney Loose said every use of force is reviewed internally, so if they deploy tasers, or if they use force at different levels, they review it internally and if they have questions about the use of force that keeps moving up for internal review. He said his office has been brought in on several of those that Chief Carr wanted to screen it by out office. Most of it they take care of themselves. Every single use of force, and they have a gradation of what is a use of force whether its hands on, its deployment of a taser, or removing their fire arm and pointing it at someone, they report all that.

Council Member Zander explains that she likes to have data to back her up when the public is alarmed to help calm their fears and put them at ease. One resident mentioned that if it is reviewed internally, or if the District Attorney is the arm that prosecutes, wouldn't they look out for each other and how fair would they be with an officer or would they try to go easy on them? She said she is not personally concerned about this, but the question came up. CM Whatcott said the current DA is not a friend to the police. There are multiple review processes for multiple things, for example, we don't investigate our own traffic accidents. Those are reviewed by a different body. He said they can study that more in depth at a work study session. He said he is not worried from what he has seen from the police department, but understands why people are asking questions. Council Member Zander agreed. She said the Police Chief is very engaged and professional, and the officers are stellar.

City Attorney Loose added that our insurance carrier also has a lot of check offs and trainings. Every other year he is required to review all the police internal policies and make sure they are compliant with law and certify that to URMMA. The ultimate check is lawsuits and complaints and we get surprisingly few lawsuits and surprisingly few complaints, because we have a high competency in our police force. The few lawsuits we have had, we have been able to resolve them in a good way for the city because we had good defenses because our officers do a good job.

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Mayor Ramsey expressed appreciation for the hard work of our officers, and said she knows nothing is perfect. A lot of what people are facing she hasn't experienced personally, but does think that it's something that we can't bury our heads in the ground about and need to recognize that there are things that can and should be done to make the situations better, even here in South Jordan.

Council Member Zander noted an email sent to them about motorcycles on the canal road. Her neighbors are upset from kids riding motorcycles on the street. Do we have an Ordinance about that? CM Whatcott said he personally reached out and spoke with the resident about the canal issue and is working on ways to resolve that, but the canal road is a private road owned by the canal company. The private property laws are limited and you need the private property owner to be a willing participant in it. We are working with the canal company and that individual resident to see if we can help resolve the issue for them. Youth should not be driving a motorized vehicle on a public road. If they have a driver's license that is a different story, they must have a piece of equipment that is authorized to be on the street. It must be street legal, but you do have to have a driver's license so if the police are called, it would be dealt with.

**D. Discussion/Review of Regular Council Meeting**

The City Council reviewed the background information on the consent items on the Regular City Council meeting agenda.

Deputy City Engineer Neilson reviewed the U-111 project. The purpose of this agreement is to do an overlay across the entire section of the road and have the County reimburse their share of the cost. The overlay will be from 11000 South to the southern city limit of 11800 South, on U-111. The project is scheduled to be done this summer. CM Whatcott said the state jurisdiction on that road ends at New Bingham Highway; he clarified that south of New Bingham Highway, the road is called Bacchus Highway.

Public Works Director Rasmussen reviewed the background on the SPDES permit. He explained for the City to be able to discharge storm water into certain canals and ditches and ultimately the Jordan River, we're required to have this permit and what the state division of water quality has said is that all cities within Salt Lake County and Salt Lake County itself will be co-permittees, so we'll share the same permit, because we're all in the same regional drainage basin. This interlocal agreement is with Salt Lake County and outlines responsibilities for both the city and the county, how we'll function to meet the requirements of what the state and EPA requires for storm water discharge. The agreement solidifies and establishes what those responsibilities are. It also required of the state that we have this agreement, every city within Salt Lake County has to have this agreement with Salt Lake County. This also keeps us in the good graces of the state DEQ and the EPA with being able to discharge our storm water into bodies of water.

There were no questions relative to the adoption of the final budget, scheduled on tonight's agenda.

The City Council reviewed Item I, Tier 2 Public Safety & Firefighter Retirement. CFO Naidu explained some changes that the legislature has made regarding tier 2 contributions. After review, they felt that they would be able to pick up the expense as an employer contribution. In order to do that, the IRS has very specific requirements and those requirements have to do with taxes. The IRS requires the governing body picking up those contributions to do so formally and that's what we will be doing with the resolution today. It will make it exempt from taxes and federal taxes.

There were no questions from the City Council for items J. and K., public hearings for RDA and MBA final budgets.

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**E.1. Discussion:** Potential snow plow parking ordinance. *(By Public Works Director, Jason Rasmussen)*

Public Works Director Rasmussen reviewed a prepared presentation (Attachment A). During many heavy storms, we got into a situation where the snow was piling up and had a number of issues with parking. As a result, we reviewed our Ordinances. The primary goal is to look at what currently is and isn't working. Could we make some changes that would make travel safer in the city, provide an easier regulation to remember and understand and require less enforcement. We wanted to take a look at the existing ordinance and see what if anything could we can change if anything to improve. I worked on putting a committee together, we had a list of people throughout the city to get their input. When we have big snow events that impact many departments. We wanted to get some feedback and have some collaboration representing a number of different departments in the city. There was a resident survey that was conducted to get the opinions of residents. This occurred through October and November of 2019, right as we're getting into the snow season. We solicited feedback from the Daybreak HOA and we didn't get any, however they were very helpful in getting the word out and sharing the link on the survey so we could get as many responses to the survey as possible. We took a look at ordinances of other cities around us to see what kind of regulations and ordinance they had and had meetings to discuss and collaborate on what made sense for South Jordan City. Our current Ordinance says that we park on one side of the road during a snow event and you park on the side of the road and coordinate that with the day, so if it's December 1st you would park on the side of the street where houses were numbered odd. If it was December 2nd you would park on the side of the road where houses are numbered even. The thought and the theory behind that was to clear the street except for one side and then the next day when the cars moved over, you would be able to clear out the other side where snow had been piled up around cars. There were updates to the ordinance in 2015. When we have a good snow year we get complaints about cars being on the street and when we have lighter snow years, we don't get as many. This has worked okay, but there have been some complaints about the time of day, having to move, and residents remembering it. There are six cities that just flat-out do not allow parking during a snow event for short period afterwards. There were three cities that starting around midnight or one or two o'clock did not allow parking until 6 a.m. giving their crews an opportunity to get the roads cleared out and get it ready for the day. Our city is a little different where we have some areas in the city mainly on the west side in Daybreak where we have a lot of street parking that may not be similar to other cities and that was a consideration of the committee as we looked at options. There are certain roads where there's heavy on-street parking. Staff would certainly love and especially our plow drivers if there was no on-street parking, but he said he's not sure how feasible that is in our city and certain parts. He noted that they received more feedback from residents west of Bangerter Highway. Typically east of Bangerter Highway, you don't see a lot of on-street parking because people have garages, RV pads and driveways where they can get their cars off the road. The committee came up with some alternatives. He reviewed the alternatives, with number 1 being the most preferred. The option preferred most was to allow parking on one side of the street, but have it be the same side of the street and not have it switching every other day like our current ordinance says. The second option was to keep our current ordinance as is. The key takeaways are that residents don't think our current Ordinance is effective. Our proposed Ordinance change is easier to remember and comply with, and it is easier to enforce. I will say I read through all the comments in the survey, and there were many. A significant amount of comments said enforcement is needed and if we enforce, people will comply with whatever we have on the books to tell them to comply. There is a very strong sediment in the comments from the survey that there needs to be more enforcement. In consideration of that usually when there's a good snow event officers are busy responding to vehicle incidents, car crashes and fender benders. It has been very difficult over the years for PD to have time and to make a priority issuing parking tickets versus responding to things of nature like vehicle accidents. That is one of our challenges and understandably so. Another survey take away is that more educational enforcement, not just changing the Ordinance are keys

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to the improvement. A prominent theme in the comments were most residents have more vehicles and drivers than their garages can hold and said they have a two car garage and only had two cars, but now kids are growing up and we have a third or fourth car and nowhere but the street to park because we don't have a driveway. This would indicate that they most likely live in Daybreak and their garage backs an alley. The proposed Ordinance, to pick one side and keep it there, does a little bit better job of being easy to remember and easier to comply with. From the survey they learned that 31% of Daybreak residents say it's either extremely or somewhat difficult to find a parking place off the street and only 14% outside of Daybreak. There was a question in the survey why is it hard to find parking off the street? 68% said they have more vehicles than their garage can hold. In conclusion, the residents want more enforcement and more education. They chose pick one side as their number one option for the Ordinance. When we looked at this and tried to come up with what we thought might be helpful and serve our residents and staff, we determined to change the existing Ordinance and pick one side of the road for vehicles to park on and that is during a snow event and a short time afterwards. Salt Lake City has a really good interactive map with parking restrictions and an idea is that we create something similar with the interactive map, where you can zoom into your street and see exactly where you can and can't park during the snow event. In general it would be to pick one side, and communicate it back to the residents and then for those areas that may not be clear we would reference an ongoing live map where they can zoom in and see where exactly they shouldn't and should be parking. The other thing as far as education we would send any changes, and the current Ordinance information every fall/early winter. They will also work with the Daybreak HOA to get that information out as well. One thing we could do is instead of going straight to ticketing, we start putting slips on windshields and use Public Works staff to start educating residents who are leaving their cars on the wrong side of the road where they shouldn’t be parked. We start with slips to educate them that inform them where they should be parking and then if we do that for the first few storms after that we would move into enforcement.

Council Member McGuire asked if they looked into any cities that are limited from November 1st to April 1st, and how effective is that versus just seeing a snow event? When I lived in Bountiful, it was a lot easier just to have that mindset for at least these months you can't park overnight, not just in snow events. Mr. Rasmussen responded that they pulled what the ordinance was and didn't talk to the cities specifically. Mr. Rasmussen stated he does know a number of Public Works directors in other cities and did speak with the director at Herriman City. Their police will go out and ticket if anyone is on the road during a snow event or afterwards and that gets their attention. After the first wave of tickets they write generally at the beginning of the snow season, they have a very high compliance rate. Council Member McGuire thanked Mr. Rasmussen for having this discussion now so they have time to educate the residents.

Council Member Marlor asked if it’s feasible in Daybreak to move the cars to one side of the street? Mr. Rasmussen said he believes there is enough parking. People may not like it because they may not be able to park in front of their house or within a couple feet of their house, but he believes there is space for cars to park.

Council Member Zander said in Founders Park, there's a lot of homes that have one car garages and also there's more homes that lack driveway. She said Daybreak got better with their development design as they moved along. She said Oakmond always has cars on both sides and you can’t have cars driving in either direction with cars parked on both sides. Her concern is on roads like Kestrel and Oakwood, if they end up having a snowy year, and if everybody parks on the east side of the road, the west side gets nicely plowed and day after day after day that crusty hard snow will keep compiling or heaping up on that other side of the road. We'll never have the cars move to clear that up. We may end up with these big ruts and not even get in and out. Mr. Rasmussen said if we get one side of the road cleared, the intent of the Ordinances is once that road is cleared, then people will be able to move their cars over. If people are

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using their cars on a daily basis or at least every couple days, they will have pulled out and can park on the other side of the road. If we had a snow storm that lasted a couple days then it would be a little bit challenging. A year and a half ago when we had a really good winter there were cars that got plowed in because sometimes when we get good Utah winter storms there's nowhere else to put the snow except off to the side and when there's cars there, you know they get a load of snow and it's not fun to dig out and get out of there. I think that happens occasionally based on the intensity duration of a snow storm we get, but if we can get one side cleared that opens it up for people to move their cars over so we can get the other side cleared. Council Member Zander said her only concern is that we don't end up with one side of the road that's a disaster and cars won't park there anyway because there's bumps and heels of snow. Mr. Rasmussen said the intent of the Ordinance is to get one side cleared to be open to switch over to get the other side cleared as well. We can make sure to articulate that if we end up changing the Ordinance.

Mayor Ramsey asked the Council, over the course of the next few days, if they have any follow up or further discussion to send a group email to start the discussion. If nobody has anything, please bring the matter forward further. Mr. Rasmussen said he will email out the resident survey and give a date of the next week or two to get back if there's any additional comments.

Council Member Marlor said most of the respondents were in Daybreak. I think most of the issues or problems are going to be in the Daybreak area. If they all or most of them responded back and said this is what we prefer, then I guess we've heard from our constituents.

CM Whatcott said this was to get feedback from the Council. They will bring it back in a couple weeks.

**E.2. Discussion:** Zoning proposals frequently requested by development community. *(By Planning Director, Steven Schaefermeyer)*

Planning Director Schaefermeyer reviewed an interactive map. Mr. Schaefermeyer started at the corner of 11400 South and Redwood Road and said he is going to go through specific properties and doesn't have a lot of plans to show, but wanted to give a taste for some of the interest and proposals they are seeing. We talk a lot about this PD floating zone that requires the developer to bring in a concept plan to the City Council that includes preliminary site layout, basic sketches of proposed buildings and a general understanding of proposed uses. What we're finding a lot is proposals are being sent to staff, sometimes they start with a few of the council members with some basic questions, some really basic concepts. Generally speaking, I don't feel comfortable scheduling time with the Council with a developer during a study session, unless they provided a sufficient level of detail because if they haven't done that, we find we have to come back to you multiple times and don't feel that is worth your time. There are at least three properties that are currently owned by Salt Lake County. He noted a property approximately 5 acres. When the County listed this property, it was learned that the County appraised this property as a residential use. The current zoning does not allow a residential use except for the PD floating zone. It took us a really long time to try and get on the same page with the County. It has been under contract for probably a year or more. IBI, a group out of Park City that mostly does multi-family housing, was hired. They have given us probably three or four different designs. Staff has explained some of the challenges, encouraged them to talk to residents. There doesn't seem to be quite as much desire to work with staff to try to get this to become more along the lines of what we've heard from you in the past and yet this doesn't seem like something that's worth bringing to you yet, because the concept plan is not complete. I think it would lead to more questions than not. As we look at this property and one of the common things that we're hearing, and this is becoming even more so from what people are learning or assuming from the Covid-19 situation, is things like commercial uses and office are not something people want to develop and default to residential. One of the questions we always have along Redwood Road is how long do we wait for development to happen, do we continue waiting for that commercial development, which we're

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being told is difficult, or do we allow some residential? Whether residential is appropriate along Redwood Road is a question. We encourage them to try and find something that was more mixed-use, and they started off with maybe one or two of those concepts and it evolved into this. They're proposing about 100 units, which would end up being a little less than 20 units per acre on this piece of property. I continue to share with people what has happened in other projects and the number of units. I assume we're still looking at anywhere between 6-8 units per acre, but the 8 unit mark requires something special, like workforce housing and whether that's true or not is sort of a sense that I want to get from you or if we're still focused on the density number. Before I move on to the next property I want to open it up for some questions or comments.

Council Member Zander said there is a portion of Redwood Road she get calls from people frequently asking about wanting to put stuff here and she refers them back to staff. Of course they're wanting me to weigh in and say that's a great idea and thumbs up to move forward. I know there was a few old rambler houses in the front and if we were to agree to something like this for example, we'd end up with that front parcel being blighted. Along Redwood Road, we are trying to hold out for commercial, but how long do we hold out? People are buying office space and they're going to start having people work from home even more than they did before. In this situation and the view from Redwood, why didn't they get the property that's in front? Mr. Schaefermeyer said that it's an issue we bring up, especially along Redwood. When you have these really long deep parcels and developed at a one-off, we don't get a lot of positive change. It is something that we request that they do, is at least attempt to acquire or work with whoever that property owner is of those two ramblers, but they have not been successful. I haven't talked to them recently about it, but my perception however is that they haven't tried that hard. The question would be if they did go to the effort of getting those two parcels, does that mean more units? They would likely question what they would get for their efforts.

CM, Whatcott added when dealing with the 11400 South project that Ivory Homes did on the North side of the street, we really tried to get Skyler and his team to take out all the homes along there, but there were two hold outs that wouldn't sell. You always have this constant push and pull and some people think their property is more valuable than it is. There are others that just don't want to move right now. Whatever the reason of them not wanting to sell is not a reason to stop the project. I hate it when these kind of things happen like this because it always seems like it's pieced together rather than planned. I don't know how you compel people to sell their property or be reasonable about their property.

Council Member Zander asked in a situation like this where the back property is County property and the front property is privately owned, if we were to say to staff, hey we're not interested unless they get those two front parcels, hypothetically could the County say we don't care we can sell it to you anyway and they move ahead without us. Mr. Schaefermeyer responded this will be true when we talk about Marv Jensen. His perception is that the County acts as a private landowner in these situations. They have a price in mind, that price is tied to improvements to the Equestrian Park and they have a dollar amount and his sense is they don't care what happens on this property necessarily, as long as they get the price they need. If the County were involved directly in developing it then that might be a different conversation. Their main goal is to sell this property and if there were some complications with this developer, if it doesn't go through they may reassess how much they're trying to sell the property for, the County has sort of taken a hands-off approach on this project.

Council Member Zander said I'm reminded of that parcel by SLCC that was state property where we couldn't stop that, but it doesn't have that same latitude right? City Attorney Loose stated no, it's the same on the U of U property out in Daybreak, those 90 acres. When the state owns property the state can do whatever they want on their property while they own it. If they're selling like to Leisure Villas by SLCC,

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that's why they came to the city for zoning because the state was disposing of it to a private developer. The county does not have the authority the state does to disregard our city land use regulations.

Council Member Marlor asked once it is sold, they have to comply with current city Ordinance at that point? Mr. Loose said yes, even state property once they sold it to the developers they have to comply.

Mayor Ramsey stated when the Council met two years ago with the Planning Commission and had quite an exercise early on when updating the general plan, we sought as much public input that people were willing to give us. We really tried to get as many people to weigh in because we wanted to get it right going forward. We decided that commercial is what we wanted on Redwood Road because we are running out of commercial space and we were also concerned about the ability to pull in and out of Redwood Road. Looking at that and see 183 parking stalls and just the in and out there and no light there, and we have the narrowest of the seven lane stretch of Redwood Road that runs through our City because it wasn't expanded, it was restriped and we have no pull off area what so ever. She asked if the Council is open to this 20 unit per acre on Redwood Road or would we rather see commercial as things continue to grow? Mr. Schaefermeyer said given the many requests that we get this isn't the only one wanting to build this type of thing along Redwood Road.

Council Member Marlor said big box stores are out. Other than maybe some office or a mix of residential and some office in there, what other options do we have? Mr. Preece said not a lot. We don't know what the new normal is for office. As I have talked to many of our business owners, even construction companies that build offices, they're all just flabbergasted at how well working from home has been and they're not afraid of it anymore. A lot of them were considering home offices rather than expanding. Nobody probably knows what the new normal is, but you'll probably see some medical offices and things like that are a little bit more difficult to do from home. The mid box market is dead and I know when we talked about stuff over on the District, we've got Gordman's about to be empty, hopefully JCPenney's won't be. They're trying to figure out what to do with all those big spaces and do they do some kind of storage or shipping out of the back part. Residential is always the easy answer because you keep hearing in the campaigns I've heard the new candidates talking about city zoning and that the zoning is the problem with affordable housing.

Mayor Ramsey said on the flip side we continue to be counseled by staff that we can't let all the commercial space in the city go to housing and that is something the Council needs to think about. I think it is a very fair question for Mr. Schaefermeyer to ask if he is still telling people the right thing or are we changing our mind? There is a lot we don't know about the future.

Council Member Marlor asked if Mr. Preece has had any demand on the five acres for a small campus with a pretty good sized company? Mr. Preece said no. The last big one we had was the play for Mulligan's, but I haven't seen anything on the smaller. It comes back to how long are we willing to wait and some things are worth waiting for. If we just hurry and build everything at residential, we will regret it. I have watched this in my career if you give in to the demand of residential and then all of a sudden there's a commercial demand and the same real estate brokers are screaming because we don't have enough commercial property. As the cycle happens and you get more rooftops, you need more commercial. You get families that get in a situation where parents die and they want to sell it and get rid of it and how unfair it is that we won't let them sell it for residential because quite frankly that's the highest property value you can get right now, that may not always be the case, but it just depends on what your resolve is and how long you're willing to wait. Someday probably offices would go in there, at least a medical office.

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Council Member Marlor said I have personally wanted to see some kind of commercial application for that area. I probably would not be in favor of 20 units to the acre and I would probably want to hold out to see if we couldn't get a commercial use in that area. I would not do 20 units to the acre and they would probably have to be single family condos if I ever got pushed to it and I don't know that I would ever go above an 8, so that's where I stand.

Council Member Zander asked Mr. Schaefermeyer what was our average zoning in the redevelopment piece we did on 11400 South? Mr. Schaefermeyer said they were limited to 8 units per acre and came in right under that. Council Member Zander said that's my comfort zone for now. We extended that a little further because prior to that it seemed like our Council was leaning towards the 5-6 and we reached to the 8, which I'm not uncomfortable with it's my district and I've had zero backlash on that. We did it wisely and had a plan.

Council Member Marlor added that at 8 units per acre, he would need to have some affordable housing units mixed in with that to make him happy.

Council Member Mcguire concurred with Council Member Marlor.

Mayor Ramsey asked if the housing is something the Council would be okay with putting there, if it came back something like 8 units per acre, rather than holding out for a commercial.

Council Member McGuire said he prefers commercial. It comes down to how long do we hold out and all those issues that always come up with every piece of property.

Planning Director Schaefermeyer said right across the street, we have these two properties that are owned by the same developer. If you drive down Redwood Road it's a quite an attractive brick building as far as I understand he has not been able to lease it out. I don't know if they're to the desperation stage yet, but another building like it is planned on the on the property South. The same developer is now interested in in developing these four properties. He owns the properties here in the middle and the other two are owned by other individuals who he has worked with. In this example he's willing to put some commercial or at least our initial talks said he would be willing to put some commercial on this portion right against Redwood Road, but then of course the rest of it would be residential. He was willing to look at some of the design issues, some open space, but in order for him to do that he too is looking at units per acre larger than what we've now discussed. From what I'm hearing it sounds like if we were to get somebody who could commit to some commercial, housing might also be on the table, is that fair? He said he had communicated with the developer the 6-8 unit range, airing close to 6 units per acre. The developer wasn't happy with that, and that is what leads them sometimes to reach out to individual Council Members. He said the recent conversation with the developer was one of his frustrations on his part to make it pencil. One of the comments that we've heard them say is maybe we shouldn't be paying those prices for land. Obviously that is a complicated thing, but a fair question to be had.

Mr. Schaefermeyer noted some other properties that have been approved on Redwood Road, the three-story townhomes that were built. This area was approved for a smaller office building with some underground parking to make it make work, they have not found anybody who has been interested in this. He noted two corners that have been platted and approved for commercial uses, including the Godfather's Pizza. I've seen the prices for that and they're probably a bit too high as well and would need to come down in order for those to develop. He reviewed other properties on the map, including one with a smaller scale development and they've come forward to the city with a two-story building where you have a restaurant on the bottom and residential on top. It's not big enough to have any significant residential and we've told them this is problematic because it's adjacent single family to the south. He asked if vertical

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mixed-use is something that the Council is open to, if the housing comes with the correct density and a commercial use? It may not be good for this location, but just in general. Council Member McGuire asked would this be a restaurant on the bottom and then condos above it or something like that? Mr. Schaefermeyer said yes, with this one you're maybe talking about four condos, but again we've encouraged them to talk to the neighbors. They would need to come to you to get that and we've discouraged them away from that. In this instance they would probably put office above the restaurant and still build a two-story building. Mr. McGuire commented it might not be good for this location, but maybe the one further south where it's not right next to a residential area.

Council Member Zander said the only other residential commercial combo that I've seen is the stuff north of the District. The Garbett where they have the offices or little shop boutiques on the bottom and then they have a condo on the top. She asked how successful has that become, it's quite cute and it's very appealing to the eye because it's not some cement, grandiose building, but how effective is that do we know? Mr. Schaefermeyer said it really depends on the location. Those ones might not be the best example, because those are called live work. This is an example where it would not be live work. The business is totally separate from the residential that's above it. Live work could be something that we would consider along Redwood Road, but I don't know if that would be any more successful than the District location. Mr. Preece commented he doesn't believe the live work has been that successful and thinks the businesses that are in there are not the people that live there. I think there are some businesses there but the original intent to live above and have your little shop down below hasn't materialized at least from our business license approval standpoint.

Mr. Schaefermeyer referred again to the digital map and said staff has gotten a lot of calls about Marv Jensen. This is another County piece and he's sensitive to the need to have a relationship with the County and maintaining that relationship, but staff sometimes struggles with the communication on their end with potential developers. We've gotten everything from people who want to scrape the property, but in order to demolish Marv Jensen you really have to have quite an intense use and those that have said in order for me to buy this and put residential, it would have to be quite intense. It doesn't sound like even in this case that would be a call for intense residential, but probably something to confirm with you. In the case of Marv Jensen or even if we were to take maybe this piece to the north, they're very successful automotive business and don't imagine they'll be going away anytime soon and from what I've heard they are pretty well-respected and have a lot of business. If somebody came forward and potentially cleaned up, environmentally or otherwise, and was able to clean up a property like this by demolishing, would that change your opinions?

Council Member Shelton commented he really wants us to keep some commercial along Redwood Road and is tired of everything wanting to be residential and high-density. I mean can you imagine a high-density project on Marv Jensen, with no traffic light on Redwood Road? Mr. Schaefermeyer said right now we have a swim school very interested in the property that would keep it at that use. The challenge that we're running into is the lack of parking space for the size of the building. I have had some really interesting ideas about what an old pool could be used for, including a photo studio and things of that nature, but nothing seemed serious. We'll continue working with potential buyers to work through some of those issues. The County is actively selling Marv Jensen, and staff is taking a lot of calls from people trying to figure out what to do with this property. There is a reason the County is selling it, the age of the building, and the other conditions. How you convert that to a different use or how you keep the current use and turn it over to the private sector is potentially challenging.

Mayor Ramsey said she received a text from Paul Yocom from Salt Lake County this afternoon, requesting to have a conversation about the Marv Jensen property. I don't know what the County plans to present, but I will be talking to them tomorrow morning at 10 a.m. Mr. Schaefermeyer said he has shared

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the conversations we've had and had a long conversation with one of the potential buyers who is representing the Swim School. He offered to try to work through some of the issues, if they're willing to give us more information. One of the challenges we have had is a potential buyer contacts us and gives us very little information and wants a definitive answer about whether they should buy the building.

City Commerce Director Preece said one of the dilemmas you get into with the two homes on 11400 South, and the unrealistic expectation for the values, but really when you get in a situation like those dilapidated homes and this Marv Jensen property, really is the value of the real estate minus the cost of tearing down and hauling off the building. That's what it's worth to somebody that wants to come in and develop it. However, that's not what the person that owns it sees. People say I have this investment and this is what it is worth to me and quite frankly that's why redevelopment agencies came into being is to help try to figure a way to close that gap. You can either do some type of redevelopment project and use the tax increment financing to make up the difference so it's affordable or you give it a higher intense use, like apartments or something to where they can afford to do it. There might be some of these cases where we may want to consider some type of RDA. Mayor Ramsey agreed and said especially in this area. This seems to be an area that seems more ready for an RDA project, in my opinion.

Planning Director Schaefermeyer said this is more of our focus for our small area plan. The Smith's site, based on past comments that they've made, and engaging with Zion's Public Finance in helping us understand what the real market is based on the comments that I've heard from you in the past and then I'm hearing from you again tonight. He thanked the Council for their input and said it is very helpful for staff. He said if you look at the city as a whole most of these issues will be along Redwood Road. Peterson is looking at multi-family housing out near their shopping center and that will potentially be an ongoing conversation, but those are fewer and the real opportunities that we see are along Redwood Road and potentially down by the River Park Corporate Center and by the freeway.

Mayor Ramsey asked the Council over the next few days to give additional thought and if there's anything that maybe comes to mind that didn't come up, send it through a group email.

CM Whatcott said he'd really like to do an area plan for Redwood Road and get really specific about what we want to do with Redwood Road. I know we had some general concepts with Planning Commission, but it's just such an important piece for us and our overall long-term planning of the community. He'd like to figure out what we really want it to look like and even if we went down 10600 South, to each block like to 2200 West, to 1300 West, and the same with 11400 South and look at that whole area there and include our residents in some of that planning process. I think it's so important and things are happening so quickly and the land is getting eaten up so fast. If we really want a look and a feel for what we want it to look like in the future we need act now and do something with it before it's piecemealed to pieces and we're doing nothing but RDA projects from now until the end of the life. I'd rather do it right on the front end if possible and so that even an RDA project conforms with what we'd like to have done in the future. I'd really like to try to figure out what we really want it to become. Mr. Schaefermeyer added that they have a consultant working on a draft right now. It should be distributed soon and the question would be at this point is this something we want to try to do electronically or how we go about delving into some of what they've prepared.

Council Member Harris said he 100 percent agrees with CM Whatcott. He appreciates the Council being level-headed about this and the first time our economy has an offset that we don't knee jerk and say well we just got to go throw a bunch of high-density housing on there for the developer saying that's what needs to go there now. He said if we stay disciplined and come up with a plan on Redwood Road I think the city will be better off for it.

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Mayor Ramsey agreed. These are critical to the City and there are right places in the city to have more dense projects, we understand that, and try to do the right thing in the right areas of the city. I love the idea of a specific site plan for Redwood Road and want input from the residents.

City Commerce Director Preece said the fewer times we can go out and do RDA projects, even if they include larger sites, the better off we're going to be. If we can have a larger plan to say we want to do this once or twice and create a larger project area, I think it will probably be better sellable to the taxing entities and what we have to go through to get them done. CM Whatcott added it is important too and it's such a big parcel of land, I think it's almost 200 acres. The Equestrian Park in the city park itself, will it always remain an equestrian center? I don't know and if it doesn't, what does the future hold for that property, does it remain in some recreational format and if so what? I'd like to include in part of that planning process what the future of that holds because as we become more urbanized, I just really wonder will it stay equestrian or will it become or be compelled almost because of the required uses that the residents will desire, does it become more oriented to sports or recreation other types of recreation than horse property. Mr. Preece said he is the chairman of the Equestrian Park advisory committee for the County and CM Whatcott's question is very valid, but right now they're putting millions of dollars in that facility. That may be a 20 year situation and we need to be looking out even longer than that. He concurred with CM Whatcott.

ADJOURNMENT

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

The June 2, 2020 City Council study meeting adjourned at 6:22 p.m.

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D.2 06/02/20 COUNCIL MEETING MINUTES

SOUTH JORDAN CITY
CITY COUNCIL ELECTRONIC MEETING

June 2, 2020

**Present:** Mayor Dawn Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Jason McGuire, Council Member Don Shelton, Council Member Tamara Zander, CM Gary Whatcott, ACM Dustin Lewis, City Attorney Ryan Loose, Public Works Director Jason Rasmussen, Deputy City Engineering Jeremy Nielson, City Recorder Anna Crookston, City Commerce Director Brian Preece, Fire Chief Chris Dawson, Strategic Services Director Don Tingey, Police Chief Jeff Carr, Human Resources Director Teresa Cook, Communications Manager Rachel VanCleave, Administrative Services Director Spencer Kyle, Planning Director Steven Schaefermeyer, CFO Sunil Naidu, , IT Director Jon Day.

**Others:** Attendance electronically via Zoom

**REGULAR MEETING**

**A. Welcome, Roll Call and Introduction to Electronic Meeting** – *Mayor Ramsey*

Mayor Ramsey called the meeting to order at 6:35 p.m. She welcomed everyone present. All members of the City Council were present as listed. She reviewed the protocol for the electronic meeting.

**B. Invocation –** *By City Commerce Director, Brian Preece*

The invocation was offered by City Commerce Director, Brian Preece

**C. Pledge of Allegiance –** *By Administrative Services Director, Spencer Kyle*

Administrative Services Director, Spencer Kyle led the audience in the Pledge of Allegiance.

Mayor Ramsey requests the Council to elect a Mayor Pro-Tem if she needs to step away from conducting tonight's meeting. Council Member Harris volunteers. No objections from other council members. City Attorney, Ryan Loose explains they will take a motion at the time of the Mayor leaving the meeting.

**D. Minute Approval**
D.1. May 19, 2020 Council Study Meeting
D.2. May 19, 2020 City Council Meeting

**Council Member Zander made a motion to approve the May 19, 2020 Council Study meeting minutes, and the May 19, 2020 City Council meeting minutes, as printed. Council Member McGuire seconded the motion. The vote was unanimous in favor.**

**E. Mayor and Council Reports**

Council Member Shelton said he is happy to report the construction has begun at Bingham Creek Regional Park and drove by there to see the Mayor there with the County Mayor and was excited to see that. Mentioned he met with the leaders of the Western Growth Coalition and planned out the next few months meetings. Wanted to thank Mr. Naidu for the email sent earlier today and the answers to his

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questions on the budget up for consideration today and will have a couple others he'll ask when the time is appropriate.

Council Member McGuire said he has not had too many official city meetings to attend. He said he plans on being a judge for the upcoming Summerfest sidewalk chalk art contest. Anyone who wants to see the chalk art can go tomorrow morning after 9:00 a.m. He said with all the national unrest taking place, he was able to speak with Chief Carr to get his insights and appreciate hearing his input and hearing from him directly how we handle things here in South Jordan. He is grateful for our police force and all their hard work.

Council Member Marlor said he only had one official meeting with the Mayor and a prospective developer around May 28. Reported he was on a walk and ran into a group of neighbors trying to locate secondary water valve to stop a leak and after exhausting their efforts, called to Mr. Rasmussen and wanted to thank him for sending out water on call who was able to locate the valve and shut the water off making the home owner very happy.

Council Member Zander said she received an inquiry from the Director of LiveDaybreak who runs the activities and events in Daybreak. He said with the growth of the Harmon's they're having to relocate their food trucks they have out there Thursday night. He is looking for places to bring the food trucks and the city ordinance says they are not allowed to close streets without written permission. She asked who the city contact would be. City Commerce Director, Brian Preece responds that he believes the same individuals have reached out to his department asking the same thing and said they can contact him or City Commerce Executive Assistant, Ambra Katwyk. She added that she will be participating in the Summerfest activities coming up this weekend and is looking forward to judging the chalk art, like Mr. McGuire. She will be handing out root beer floats with the Mayor, Friday. She is grateful to staff for being creative and fluid during this pandemic. She gave a huge shout out to our police force. She was grateful for Gary's text giving a heads up that they were sending police officers from all over the valley to assist Salt Lake City. She is grateful to live in a city where we can afford and support to send our officers. She has had several residents reach out asking her, what the city is doing with our officers to make sure we have no racial profiling. She has great confidence in our police force and has expressed that to everyone who has talked to her. She completely trusts Chief Carr in all that he is doing. Wanted to publically confirm at what an excellent job the city does at having respectful people wearing the badge in our police department.

Council Member Harris said the Historical Preservation Committee have still been recessed due to Coivd-19. He said most of his interactions in the last week or two have been talking with residents. There have been a lot of residents concerned about a number of different things and I think the city is doing a good job at stepping up to help ease those concerns and do what we can. He said, the virtual Summerfest will help ease people's minds right now and glad we are able to hold that. He also wanted to comment on our police department and based on situations happening throughout many cities around the United States with the protest and said he has a great confidence in our police department. Our police force is ran so well that he think officers recognize that and we are able to select among the best officers in the state. We run such a good organization, have great training and the respect that exist within the organization is phenomenal.

Mayor Ramsey said there was a mistake with a headline in the Salt Lake Tribune that says South Jordan voted to move to the strong-mayor system and our City Manager left and went to Riverton. That was a mistake, it was West Jordan not South Jordan, and we have not changed our form of government. She thinks our voters know they didn't vote for that, but there were some residents after reading the headline wanted further explanation. To be clear it was a mistake and a misprint.

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Mayor Ramsey said she has received a letter from and a phone call from Salt Lake City Mayor Mendenhall, thanking South Jordan and our officer for their help and coming to the aid of the Salt Lake police department the other night. She was truly grateful as well as their police department and she was grateful for the professionalism, and the respect they exhibited to everyone during the riot. She wanted to pass along publically that expression of appreciation from Salt Lake City. Mayor Ramsey shared an update about the Rescue Mission of Salt Lake who was temporality moved to Marv Jensen due to their building downtown being damaged due to the earthquake. The repairs have been finished and they have moved back downtown last Thursday. The staff was there Friday cleaning and taking care of final odds and ends there at Marv Jensen. As a city we are glad to be of help and offer help to the Rescue Mission and wish them the best of luck. She said the pickleball courts are open and she has gone over several times in the evening to observe and they are happily being used. She spoke with a few people who have expressed appreciation to have the pickleball courts. She added that little league baseball is underway. Bingham Baseball has a pretty tight criteria list that they are maintaining to try to promote safety and health to keep things safe, but also allowing people to play. She said she did receive a letter from a concerned Grandmother of a player that feels like people are not social distancing enough and wants to know what she was going to do about it to make that happen. She wanted to make it clear that there is nothing she can do, the signs are posted, the information is given and the request is given. There is cleaning every hour, hand sanitizer given and masks are being asked, some are using them and some aren't. At this point it is not something that we can enforce by police enforcement and it isn't something she can fix. Our health measures really come down to each of us being responsible for ourselves and making the best decisions for ourselves and for those around us. She said she had the chance to meet with the principal of Herriman High school and Bingham High school as she went there for portions of their graduation walk-through. She expressed her gratitude for both fantastic administrators that put together the best graduations they could that will be remembered and appreciated by the seniors. This Thursday is the graduation parade, Herriman High will be in the morning and Bingham High will be in the afternoon. There is information on our South Jordan City Facebook page with route information. Roads will not be shut down, but seniors will be driving the parade route and spectators will line the streets to cheer them on. We congratulate the class of 2020 from all high schools in South Jordan. She said she attended the Regional Wealth Committee for Wasatch Front Regional Council and also attended a WFRC board meeting and wanted to share an announcement that there is a project, north of 11400 South and Bangerter Highway and has been approved and funded by the region two transportation solutions program. It is to add cast in place barriers on the east side of Bangerter just north of 11400 S. to make it more secure, so cars can't go off the side. It is $160,000.00 to do this project. She said they had the Salt Lake County Council Governments and got updates on other things that were not pandemic related because the issues that we all used to be concerned about, still exist. She said we were not able to have the annual Memorial Day event at the cemetery, so she was able film a small video tribute to those who gave the ultimate sacrifice and to their gold star families. We appreciate their sacrifice and the freedoms afforded to us as a result. The video is on the City's website and social media. She said she did a question, answer interview with Senator Lincoln Fillmore, he wanted a good update of what's going on in the City and where things are at durng this unique time. She reported, things are well with the Sewer District and the project along10200 South is coming along well. She said she attended the virtually the Jordan Districts Board of Education School board meeting and there was a great discussion about South Jordan Elementary and Jordan Ridge Elementary and how to move those to a traditional schedule, so they aren't the only schools in the State of Utah on a year round schedule. One of the options that was presented by Tracy Miller who represents a good portion of that area was to put a small school on the bergen property that the district owns, across from the Jordan River Temple. It is a unique parcel and it's not very big and couldn't accommodate a very big school, but that is an ongoing discussion. The decision about what's the best thing to do for South Jordan Elementary in Jordan Ridge Elementary and the families that attend there to make sure we have enough classroom space and get them on a traditional schedule. She said she did a Facebook Live video with Mayor Wilson, from Bingham Creek Regional Park on the construction site

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there and appreciates the chance to be part of that and the partnership with Salt Lake County. It will be the largest regional park in all of Salt Lake County by the time it's completed, and is located completely in our city and she appreciates all the efforts that have gone into this. She said virtual Summerfest will be taking place this week and has kicked off. It offers great opportunity for people to still engaged and appreciate the efforts of staff putting that together. Yesterday morning she did a live interview with Big Budah with Fox 13, who came out to interview and highlight our Summerfest kick-off to summer, it is the first summer kick-off in the state. Summerfest in a box, those went fast. People were really enjoyed their Summerfest in the box. She invited people to come out to participate in Summerfest activities and look forward to seeing people there. She said this past weekend was the Front Line Solute Fireworks show, we were watching the weather closely and watching the situation downtown. Draper and Herriman both had separate reasons for pulling out of that show, but South Jordan and Riverton felt like going forward with it was the right thing for our community. There will always be people who disagree and there are some people that disagreed with decision, but I have heard from more people than I can even count and the majority have been grateful and supportive of our decision to move forward with the show, including one gentleman who was in his full police uniform who came and sought me out to thank me for doing this and his family thanked me and all of you for providing this. We wanted to provide a positive opportunity and something for residents to look forward to. There are some that don't ever like fireworks regardless of the reason and I know there are some who felt like we should have done it because of what was taking place downtown, but we do want you to know we did speak to our police chief and to our fire chief and not only had their support but their encouragement to go forward with this. She added that she is grateful that we live in the United States where we are free to peacefully disagree it is our right and I am grateful for that.

Mayor Ramsey requests for Council Member Harris to step in as Mayor Pro Tem to continue conducting the meeting. She apologized for having to leave and said she would try and make it back.

**Council Member Marlor made a motion to appoint Council Member Harris as Mayor Pro Tem. Council Member Zander seconded the motion. The vote was unanimous in favor.**

**F. Public Comment:**

**Ryan Boudwin,** My name is Ryan and I live in Daybreak. I wanted to take a moment to introduce myself to the mayor and city council and to the citizens of South Jordan. I am the United Utah part nominee for the state house district 42. I am running because our state legislature is really out of touch. In the last two years Utah voters approved ballot initiatives, to legalize medical marijuana, expand Medicaid, and establish an independent redistricting commission. In all three cases the State Legislature decided to gut these proposals and replace them with watered-down versions that do not reflect what the voters of Utah intended. I pledge not to reverse any initiatives that is approved by our voters, including initiatives that I personally disagree with. The State Legislature is not a place to subvert the voice of the people. It is a place where the will of the people should be represented. In today's polarized political environment we need leaders that are pragmatic that will solve problems and embraced good ideas, without worrying about what political team they came from. That is why I am running with the united Utah party. If I am elected, I will work to implement term limits for our state legislature, implement ranked choice voting improve our electoral process, fund more body cameras for our police officers throughout the state and increase funding to our public schools. You can visit my website at Ryanforutah.com or my Facebook page to learn more about my platform and find out why you should both Ryan Boudwin for State House District 42. Thank you very much.

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## G. Consent Action Items:

G.1. Resolution R2020-44, authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of South Jordan and Salt Lake County for Public Works Service, U-111 Overlay project South Jordan Parkway (11000 S) to 11800 South. *(By City Engineer, Jeremy Nielson)*

G.2. Resolution R2020-45, authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of South Jordan and Salt Lake County for UPDES Permit. *(By Public Works Director, Jason Rasmussen)*

**Council Member Shelton made a motion to approve consent action items G.1., and G.2., Council Member Zander seconded the motion. The vote was unanimous in favor.**

**H. Public Hearing:** Resolution R2020-39, adopting Final Budget FY2020-2021. *(By CFO, Sunil Naidu)*

CFO, Sunil Naidu introduced and reviewed this item.

Mayor Pro Tem Harris opened the public hearing. There were no comments. He closed the public hearing.

Council Member Shelton thanks Mr. Naidu for sending out the email earlier today. In your email you noted that our sales tax revenue for the month of March actually increased year-over-year, but of course we don't know how April or May will come out and it could significantly be worse. It seems clear to me that we are in a very uncertain period of time in terms of revenue, but yet we need to approve a budget. I appreciate the idea of us being nimble and reviewing the budget perhaps every two months or as you receive more information. The question in my mind is the budget we have before us, does it involve any ongoing increases? For example, salary, staff, insurance increases, or things like that that would continue on regardless of what happens with our revenue. Mr. Naidu said there will be certain continuing expenditures in the budget, ongoing expenditures like salaries, wages, retirement and benefits related to employees that you have mentioned would be part of the budget. We have our debt related cost that will go up a little bit because of the bond that we had issued last year, other than that there are no other increases. The operations numbers look the same as last year. Mr. Shelton said if we approve this budget then we are locking in some increased expenses, even though we are not confident about the revenues. Mr. Naidu said that is correct, however, there are certain things we would want to make sure the increases are covered. For example, the debts on the bond. When it comes to that point in time it would be our preference number one to meet our debt obligation. Mr. Whatcott has the ability to control the rest of those expenditures, there is a plan in place that we talked about during the tentative budget process. Staff continues to monitor and implement those changes. The current salaries and wages will stay, the controlled mechanism there as you know is that any vacant positions we have, have been delayed to fill those positions on a need basis. We are also looking at the timing of the new fire station opening and there are eleven full-time positons the council approved and two police officers. All of those will be hired and filled accordingly, but by the time we are ready to fill those positions it will be way into the fiscal year, about half the fiscal year will have passed and will be in a better position with those expenditures. As far as if there are any raises that is under the direction of Mr. Whatcott and what he decides based on the numbers that will be coming in. There are multiple different options of how and when we implement those and we will be watching those. Mr. Shelton said by the time the fiscal year begins we will have Aprils numbers. Mr. Naidu said we will have April's sales tax numbers and the reason why we are relying on the sales tax is because it's almost 40% of our general fund revenue. By July 1, we will have April's sales tax numbers. Mr. Shelton said by the time the fiscal year begins we will have an idea of how April

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looks and Mr. Whatcott can be in a positon of whether to implement the increases planned or to pull back on those increases if I'm understanding you correctly. Mr. Naidu said yes, that is correct.

Mayor Pro Tem Harris said he had one clarifying question and wants to make sure he understands correctly. We have obligations to service our debt, have employee cost and have certain costs that exists. As for future projects based on the funds available worst case scenario, certain projects may just get pushed off and delayed into the future if we do not have the funds we anticipate. Mr. Naidu said that is correct in a sense, but we budget capital projects and most the budget was what was saved from previous years. For that money we have cash and we cash fund the majority of the capital projects. We do have some projects related to the money that would be received in the upcoming year, such as gas tax or class C road funds, those specific funding projects will be watched to see where the revenues are and to see when we should begin those projects.

**Council Member Marlor made a motion to approve Resolution R2020-39. Council Member McGuire seconded the motion. The vote was unanimous in favor.**

**I. Action Item:** Resolution R2020-42, Tier 2 Public Safety & Firefighter Retirement. *(By CFO, Sunil Naidu)*

CFO, Sunil Naidu reviewed the background information on this item.

Council Member Shelton said this resolution will result in an ongoing increased expense to the city will it not. Mr. Naidu said not the resolution that decision has already been made previously by the City Council when the legislator was trying to contemplate this increase in Tier 2 contribution. That decision has already been made. This particular resolution formalizes those actions and follows the IRS guidelines. Mr. Shelton said these guidelines are new, or recently came out or changed. Mr. Naidu said the IRS guidelines are not new, this IRS code has existed for a long time. What did change is the Utah State Legislators designation of the contribution. Prior to this it would be employer or employee contribution. The bill passed by the legislator they gave an option of employee contribution or the employer has the option to pick up on behalf of the employee. City Council previously agreed to pick up those, and this resolution is formalizing that decision. Mr. Shelton thanked Mr. Naidu.

**Council Member McGuire made a motion to approve Resolution R2020-42. Council Member Zander seconded the motion. The vote was unanimous in favor.**

*RECESS CITY COUNCIL AND MOVE TO REDEVELOPMENT AGENCY MEETING (RDA)*

**Council Member Zander made a motion to recess the City Council meeting and go into an RDA meeting. Council Member Shelton seconded the motion. The vote was unanimous in favor.**

**J. Public Hearing:** RDA 2020-04, adopting Final Budget FY2020-2021. *(By CFO, Sunil Naidu)*

CFO Naidu reviewed the background information on this item.

Chairman Pro Tem Harris opened the public hearing. There were no comments. He closed the public hearing.

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City Attorney, Ryan Loose stated for the record when appointing Mayor Pro Tem Harris the Council knew they would be appointing him as RDA and MBA Chairman Pro Tem as well knowing what was on the agenda. Council Member Zander, Shelton, McGuire and Marlor agreed that was their intent.

**Board Member Shelton made a motion to approve Resolution RDA 2020-04. Board Member Marlor seconded the motion. Roll call vote. The vote was unanimous in favor.**

*ADJOURN RDA MEETING AND MOVE TO MUNICIPAL BUILDING AUTHORITY MEETING (MBA)*

**Board Member Zander made a motion to adjourn the RDA meeting and move to a Municipal Building Authority meeting (MBA). Board Member McGuire seconded the motion. The vote was unanimous in favor.**

**K. Public Hearing:** MBA 2020-02, adopting Final Budget FY2020-2021. *(By CFO, Sunil Naidu)*

CFO Naidu reviewed the background information on this item.

Chairman Pro Tem Harris opened the public hearing. There were no comments. He closed the public hearing.

Board Member Zander asked what Mr. Naidu meant when using the term "haircut portion". Mr. Naidu said it the terminology being used in the RDA areas which pre dates 1993 that used to be a statue within the state. The housing portion RDA has a portion designated to housing and we spend towards housing. Pre 1993 there was an additional clause that allowed the RDA areas to reimburse other expenditures. On top of that which is referred to as the term "haircut", you have seven years to capture that money and apply towards recreation facilities or recreation purposes. Before that statute expired we appropriated that haircut money and built the recreation center. That portion of money has been paying the debt.

**Board Member Marlor made a motion to approve Resolution MBA 2020-02. Board Member Zander seconded the motion. Roll call vote. The vote was unanimous in favor.**

*ADJOURN MBA MEETING AND RETURN TO CITY COUNCIL MEETING*

**Board Member Shelton made a motion to adjourn the MBA meeting and return to the City Council meeting. Board Member McGuire seconded the motion. The vote was unanimous in favor.**

**L. Staff Reports and Calendaring Items**

Chief Carr said we responded Saturday night to assist Salt Lake City and had several resources there while the incident was going on. We did have some damage to some vehicles. One patrol car and our rescue unit was damaged. The rescue unit responded to five responses to assist and rescue officers and citizens that needed medical care, totaling ten officers and one citizen. There was a broken wrist, head lacerations and heat exhaustion.

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Chief Carr said there have been questions about officer training. This last fiscal year we have participated in the following trainings. Arrest control tactics, keeping the peace in a time of crisis, words matter and how to safely communicate about suicide, applied sensory development and de-escalation tactics, briefing on lawfully detain, ground fighting defensive tactics and new recruits go through verbal judo. In addition, online trainings were offered through Target Solutions and POST. He said we are getting a constant diet of de-escalation and conflict resolution trainings. He shared statistics from cases of uses of force 2017-133 cases, 2018-116 cases, and 2019-104 cases. He said 2020 they have had 58 cases which is a little misleading, because if you recall a couple weeks ago we had an armed individual in a neighborhood. Fifteen officers responded and had to display their fire arms and every one of those is a log as a use of force. At this rate we are a little ahead of last year due to that. He said use of force is anything outside a routine handcuffing, passive resistance or tensing up refusing to be handcuffed all the way up to displaying a fire arm. He said they had roughly 36,000 contacts in 2019 and only have a 100 uses of force is a small percentage and the injury rate is smaller than that. He expressed his confidence and appreciation for his officer's good work and use of de-escalation tactics from the trainings. He said another helpful measure has been the use of body cameras, which has contributed to the use of force going down. It transparent to the community and protects both sides.

Mayor Pro Tem Harris said he appreciates the tracking of these statistics and use of force. He asked what the review process is. Chief Carr said they have an electronic system where officers fill out a very detailed report that collects the data where they get these reports from. The reports are reviewed by their immediate supervisor/field sergeant, and then pushed to the division commander over that patrol unit. They'll review the report and add any comments/concerns they might have. After it goes to the division commander it goes to the Deputy Chief to review and add his comments. It then comes to me and I review the report, comments and body camera. If there are no concerns I will approve it. There is a multilayer approach and at any level it can be kicked back, and many of them are. The supervisor may say there isn't enough information asking for additional detail. All of that is included in the record so we can go back and look at it. Our policy allows for a use of force review board. The board is established to include the division commander and a peer officer to give recommendations on how to make situations in the future better. If it is disciplinary those go to the Chief. He said from the previous situation mentioned earlier with the armed individual, we have a three page report of lessons learned and go over that with all officers in our roll call meetings. We would do the same with any use of force that we felt we could learn something from.

Council Member Zander asked what about in the off chance a case comes all the way to you and you determine it was not handled appropriately, what kind of disciplinary action is taken and have you had this happen in the last few years. Chief Carr said with any situation where discipline comes into play, we would determine what the policy violation was, look at the officer history and do a separate investigation interviewing witnesses, interview the officer and come to a conclusion. Discipline can be given in the form of counseling, verbal warning, written reprimand, day(s) off or even lead to termination. It all depends on the nature of the violation, the officer's history and if there was malicious intent. He said their percentage of discipline in this area is very low and contributes that to selecting the right people by matching up to the values of the city, followed up by good training and constant reinforcement and accountability with transparency of the body camera program. Ms. Zander said wasn't it just a few years ago we started using body cameras. Chief Carr answered body cameras were purchased in 2015 and the program was implemented shortly after he started. Ms. Zander asked if it was uncommon for cities to not use body cameras or is it the norm now. Chief Carr said it is the norm now and utilized as a tool. It provides more information than we have had it the past, and keeps the record much more straight. Mrs. Zander said it can serve to protect them as well. Chief Carr agreed. Mrs. Zander thanked Chief Carr.

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CM Whatcott said one thing he thinks the police department has done a really good job at the FTO Field Training Officer (FTO) program. It has a huge impact on the culture of their department and what makes an officer good or bad. As a new officer is hired and during the first year they are put with veteran officers selected by the Chief to train and work side by side with. The officers chosen have a great amount of influence on how a new officer is formed. He said from what he has seen they have chosen the right people for this job and it has made our department successful and instrumental to our success.

Chief Carr said we invest a lot of time and effort, sweat and tears into our officers. They are a valuable resource to the city and when they get a few years of experience we certainly do not want to lose them.

Council Member Marlor said the Mayor mentioned a tragedy in our city earlier. He asked what type of counseling is available to our officers when these kind of events happen in our city. Chief Carr said tomorrow we will have our peer support team looking at meeting with those involved. It is a peer to peer counseling program where a few officers and sergeants have had a specific training to provide comfort at the peer level. In addition, we have our EAP program with the city. He said if officers feel better going to a doctor who specifically deals with public safety, we have the resources available to offer that to them. We watch out for them and continue to watch out for them from the top down.

CM Whatcott said the mental health of our public safety personnel is of great concern to him. We offer excellent health insurance, but not mental health insurance. He said he suggests as an employer we should contemplate options to help support mental health.

Mayor Pro Tem Harris said he would like to have the options proposed and would open to hearing the options. Council Member McGuire and Council Member Marlor agreed and would be open to hearing the options too.

Council Member Shelton said thank you to Chief Carr for his report and professionalism and feels so proud of the police department. He asked for the 2017 statistics. Chief Carr said it was a 133 total uses of force, 7% of suspects injured, 4% of officers injured. Mr. Shelton asked what the implicit bias training consisted of. Chief Carr said everyone has biases built upon the foundations of our life and we may not know what those are. The training explores trying to get in touch with those to recognize them and to ensure your accounting for them as you do your job. Mr. Shelton asked if all officers take the training. Chief Carr said it is an online training offered on Target Solutions and mandating that everyone will do the training. Mr. Shelton said he finds a great importance in recognizing bias. He asked what the counseling consists of when offered for discipline. Chief Carr said the lowest form of discipline, meaning the officer didn't fully understand the policy and broke the policy. The counseling consists of a supervisor or division commander sitting down with that officer, explaining the intent of that specific policy. Mr. Shelton said he would love to see a proactive training with implicit bias and have an in-depth, ongoing training with reporting back periodically. Chief Carr said he be happy to do that.

Council Member Shelton asked if the damaged vehicles mentioned is at the city's expense. CM Whatcott said with the mutual aid agreements we our responsible for our own damage. Chief Carr added that unless they have a suspect we could file for restitution.

City Attorney, Ryan Loose said there is a clause in the interlocal agreement if they give us a direct order, in which we wouldn't otherwise do and are acting directly under their command they would pick up the liability.

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Chief Carr added all of the officers responding to the incident downtown put their lives on the line. They used the rescue unit to move into the crowd to rescue people who really needed medical attention and I am very proud of the work they did.

CM Whatcott said it is much cleaner to take care of our own damage. It turns out being a good compromise for everyone. The damage overall was minor and the best outcome was everyone came home safe. Mr. Whatcott said thank you for being proactive and the integrity of the Chief's word about only using that vehicle for its intended purpose of being a rescue vehicle. It's nature, purpose and intended use demonstrated the value it was to the public.

City Attorney, Ryan Loose introduced Gregory Simonsen as the new Assistant City Attorney.

Gregory Simonsen said he is excited for this opportunity. He comes with 32 years of experience in litigation and is hoping to apply his experience here in South Jordan. He is a South Jordan resident and is impressed with city and staff in all of his dealings.

CM Whatcott said he received a text from the Mayor and will not be returning to the meeting. Mr. Whatcott asked if it would work for the Council to amend the agenda and cancel Item M.

City Attorney, Ryan Loose said the Council will need to make a motion to table Item M. to June 16 meeting.

Mayor Pro Tem Harris requests for a motion to amend the agenda.

**Council Member Marlor made a motion to amend the agenda and table Item M. to June 16 meeting. Council Member McGuire seconded the motion. The vote was unanimous in favor.**

CM, Whatcott said he wanted to thank the staff that responded on Saturday and appreciate all their efforts. Mayor Pro Tem Harris agreed and thanked them as well.

ADJOURNMENT

**Council Member Zander made a motion to adjourn. Council Member Shelton seconded the motion. The vote was unanimous in favor.**

The June 2, 2020 City Council meeting adjourned at 8:36 p.m.

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H.1. CONSENT ACTION ITEM: RESOLUTION R2020-20, AUTHORIZING THE CITY MANAGER TO SIGN (URMA) UTAH RISK MANAGEMENT ASSOCIATION AMENDED INTERLOCAL AGREEMENT

# SOUTH JORDAN CITY
# CITY COUNCIL REPORT

**Council Meeting Date: June 16, 2020**

**Issue:** *Resolution 2020-20, authorizing the Mayor to sign an Interlocal Agreement between the City of South Jordan and the Utah Risk Management Association (URMA).*

Submitted By: Dustin Lewis Department: Executive

**Staff Recommendation (Motion Ready):** Approve Resolution R2020-20, approving the Mayor to sign an interlocal agreement with the Utah Risk Management Association (URMA).

**BACKGROUND:** The City has participated in the Utah Risk Management Association since the mid 1980's as the basis of their risk management program and activities. Membership in the association provides significant benefits to the City, including access to training, subject matter expertise, claims management assistance, cost savings, etc.

URMA periodically reviews the association documents and has suggested several changes, updates, corrections, and additions that better clarify and improve the operations of the association and its members.

## TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

**FINDINGS:** URMA has drafted changes to the interlocal agreement to make minor corrections and revisions necessary for the efficient operation of the association and its members. The changes provide increased clarity and do not make any major or substantive changes to the mission or operation of URMA and its membership.

The full agreement is provided as an attachment to the resolution as "Exhibit "A""

**CONCLUSIONS:** These changes are in the best interest of the association members and should be considered for adoption.

**RECOMMENDATIONS:**

- Staff recommends the approval of this resolution.

**FISCAL IMPACT:**

- Participation in URMA has an overall cost savings to the City

**ALTERNATIVES:**

- Deny Resolution R2020-20
- Postpone the decision to a later date

City Council Action Requested: Dustin Lewis (Jun 12, 2020 09:21 MDT)

ACM Date

# RESOLUTION R2020-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, APPROVING AN INTERLOCAL AGREEMENT AMONG MULTIPLE MEMBERS REGARDING AN INTERLOCAL ENTITY KNOWN AS THE UTAH RISK MANAGEMENT AGENCY (URMA).**

**WHEREAS,** pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), public agencies, including political subdivisions of the State of Utah, are authorized to enter into mutually advantageous agreements for joint and cooperative actions to provide services they are each authorized by statute to provide, to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, to do anything they are each authorized by Statute to do; and

**WHEREAS,** South Jordan City is a "public agency" as defined in the Interlocal Act and desires to participate in a separate interlocal entity to further the protection of the citizens of the City and its neighboring communities and to appreciate the benefits of joint purchasing and efficient use of resources that are facilitated through participation of a separate interlocal entity; and

**WHEREAS,** Utah Code Ann. §63G-7-801(1) provides that a local public entity may self-insure, purchase commercial insurance, or self-insure and purchase excess commercial insurance in excess of the statutory limits of this chapter against any action for which a governmental entity or its employee may be held liable; and

**WHEREAS,** Utah Code Ann. §63G-7-801(2) provides that any government entity may self-insure by establishing a trust account to expend principal and earnings of the trust account solely to pay the cost of investigation, discovery, and other pretrial and litigation expenses including attorneys' fees, and pay all sums for which the governmental entity may be adjudged liable or for which a compromise settlement may be agreed upon; and

**WHEREAS,** the governing bodies of the Members, by entering into the Interlocal Agreement creating the Utah Municipal Risk Management Association (hereinafter "the Interlocal Agreement") formed the Utah Municipal Risk Management Association and began operations on or about September 26, 1985; and

**WHEREAS,** the Members now desire to amend the Interlocal Agreement to make various changes, updates, corrections, and additions by approving and adopting this First Amended Interlocal Agreement of the Utah Risk Management Agency (hereinafter "First Amended Interlocal Agreement"); and

**WHEREAS,** South Jordan City desires to enter into the Utah Risk Management Agency Interlocal Agreement (the "Agreement"), substantially in the form attached hereto as Exhibit "A," to provide for the City's participation in the interlocal entity known as the Utah Risk Management Agency and to vest in the Utah Risk Management Agency all such power and authority as necessary and desirable to enable the Utah Risk Management Agency to accomplish and give effect to the joint and cooperative action of the members to the Agreement; and

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

**SECTION 1. Authority to Execute.** THe Mayor of the City of South Jordan is authorized to execute the Utah Risk Management Agency Interlocal Agreement among various participating members, in substantially the form attached hereto as Exhibit "A".

**SECTION 2. Effective Date.** This resolution is effective upon adoption. The effective date of the Agreement shall be the date as indicated in the Agreement.

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2020 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:

Ryan W. Loose (Jun 12, 2020 13:48 MDT)
_____
Office of the City Attorney

# FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE UTAH RISK MANAGEMENT AGENCY

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# FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT OF THE UTAH RISK MANAGEMENT AGENCY

THIS AGREEMENT is made and entered into in the State of Utah among the Members of the Utah Risk Management Agency, a political subdivision of the State of Utah. Each party agrees to abide by the terms of this agreement. The parties to this agreement are collectively referred to as "Members" or "parties" and individually as "Member" or "party."

## RECITALS

WHEREAS, the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq*., permits two or more public agencies to enter into an agreement with one another for joint or cooperative action, to provide services they are each authorized by statute to provide, to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage, and to do anything they are each authorized by statute to do;

WHEREAS, Utah Code Ann. §11-13-203 provides that two or more Utah public agencies may enter into an agreement to approve the creation of a Utah interlocal entity to accomplish the purpose of their joint or cooperative action;

WHEREAS, Utah Code Ann. §63G-7-801(1) provides that a governmental entity may purchase commercial insurance, self-insure, or self-insure and purchase excess commercial insurance;

WHEREAS, Utah Code Ann. §63G-7-801(2) provides that any government entity may self-insure by establishing a trust account to expend principal and earnings of the trust account solely to pay the cost of investigation, discovery, and other pretrial and litigation expenses including attorneys' fees, and pay all sums for which the governmental entity may be adjudged liable or for which a compromise settlement may be agreed upon;

WHEREAS, on or about September 30, 1985, the governing bodies of certain public agencies formed the Utah Municipal Risk Management Association and began operations by entering into an agreement titled Interlocal Agreement Creating the Utah Risk Management Association; and

WHEREAS, the parties now desire to amend the Interlocal Agreement Creating the Utah Municipal Risk Management Association to make various changes, updates, corrections and additions by approving and adopting this First Amended and Restated Interlocal Agreement of the Utah Risk Management Agency ("First Amended Agreement").

Now, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties mutually hereto agree as follows:

## ARTICLE 1 (Definitions)

1.1 The following definitions shall apply to the provisions of this First Amended Agreement:

(a) "Agency" shall mean the Utah Risk Management Agency;

(b) "Board of Directors" or "Board" shall mean the governing body of the Agency;

(c) "Claims" shall mean demands made against the Agency or its Members arising out of occurrences which are within the Agency's Joint Protection Program;

(d) "Excess insurance" shall mean that insurance which may be purchased on behalf of the Agency to protect the funds of the Agency against catastrophes or an unusual frequency of losses during a single year;

(e) "Executive Director" shall mean the person appointed by the Board of Directors who is the chief executive officer of the Agency, and is responsible for, among other things, the management and administration of the Joint Protection Program of the Agency;

(f) "Fiscal year" shall mean that period of twelve months which is established as the fiscal year of the Agency;

(g) "Joint Protection Program" shall mean the program of establishing the risk protection provided for in this First Amended Agreement;

(h) "Risk Coverage" shall mean and include joint protection through a funded program or any commercial insurance contract.

## ARTICLE 2 (Purposes)

2.1 This First Amended Agreement is entered into by the Members to provide more comprehensive and economical risk coverage, to reduce the amount and frequency of Members' losses, and to decrease the cost incurred by Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in operating the Agency and administering the Joint Protection Program, whereby Members pool their resources to protect against losses and claims, jointly purchase excess insurance (if available) and obtain administrative services including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

## ARTICLE 3 (Non-Wavier of Immunity)

3.1 It is the express intent of the Members in entering into this First Amended Agreement that they do not waive and are not waiving any immunity or limitation on liability provided to the Members or their officials, employees, or agents by any law, including any such

immunity or limitation appearing in the Governmental Immunity Act of Utah, Utah Code Ann. §63G-7-101 *et seq*.

**ARTICLE 4 (Parties to Agreement)**

4.1 Each party to this First Amended Agreement certifies that it intends to and does contract with all other Members that are signatories of this First Amended Agreement and, in addition, with such other Members as may later be added to and become signatories of this First Amended Agreement pursuant to Article 23. Each party to this First Amended Agreement also certifies that the deletion of any Member from this First Amended Agreement, pursuant to Articles 24 and 25, shall not affect this First Amended Agreement nor such party's intent to contract with the other parties to the First Amended Agreement then remaining.

**ARTICLE 5 (Term of Agreement)**

5.1 This First Amended Agreement shall become effective upon:

(a) submission, approval, and execution of this First Amended Agreement by each Member's governing body and in accordance with Utah Code Ann. §11-13-202(2);
(b) review and approval by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and
(c) filing of this First Amended Agreement with the person who keeps each Member's records.

5.2 The term of this First Amended Agreement shall be fifty (50) years, pursuant to Utah Code Ann. §11-13-204, unless renewed as permitted by law, or until the Members dissolve the Agency.

**ARTICLE 6 (Creation of Agency)**

6.1 The Agency, a separate and independent governmental organization, was formed by agreement by Members pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Ann. §11-13-1 *et seq*.

**ARTICLE 7 (Powers of Agency)**

7.1 The Agency has the powers common to governmental entities and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

(a) To make and enter into contracts;
(b) To incur debts, liabilities or obligations;

(c) To acquire, hold, or dispose of: property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations or governmental entities;

(d) To sue and be sued in its own name; and

(e) To exercise all powers necessary and proper to carry out the terms and provisions of this First Amended Agreement, or otherwise authorized by law.

All powers of the Agency shall be exercised pursuant to the terms hereof, the By-Laws, and any governing laws.

**ARTICLE 8 (Voting Rights of Members)**

8.1 All votes of the Agency shall be weighted votes. Each Member shall be entitled to one vote for each One Thousand Dollars ($1,000.00) of contribution paid by that Member for the Joint Protection Program coverage then in effect. The votes will be calculated and implemented effective July 1st of each year.

**ARTICLE 9 (Liabilities and Obligations of the Agency)**

9.1 This First Amended Agreement shall not relieve any Member of any obligation or responsibility imposed upon it by law except to the extent of actual and timely performance thereof by the Agency, said performance may be offered in satisfaction of the obligation or responsibility.

**ARTICLE 10 (Board of Directors)**

10.1 The Agency shall be governed by a Board of Directors, which is composed of a representative from each Member. The Board of Directors shall be an elected or appointed official of the Member. The manner of filing vacancies on the Board of Directors as well as the powers and responsibilities of the Chairman of the Board is established in the By-Laws.

10.2 The Board of Directors shall determine the number of members to serve on the Executive Committee and may delegate an Executive Committee such powers and responsibilities as the Board deems appropriate. The composition, manner of selection, and powers and responsibilities of the Executive Committee are established in the By-Laws.

10.3 In all matters voted upon by the Board of Directors, each member of the Board may cast the same number of votes as the Member they represent may cast under Article 8.

**ARTICLE 11 (Powers and Duties of the Board of Directors)**

11.1 The Board of Directors of the Agency shall have the following powers and duties:

(a) The Board of Directors shall appoint an Executive Director and any other officers as appropriate;

(b) The Board of Directors shall determine and select a Joint Protection Program for the Agency;

(c) The Board of Directors shall determine and select all coverage, including excess insurance (if available), necessary to carry out the Joint Protection Program of the Agency;

(d) The Board of Directors shall have authority to contract for or develop various services for the Agency, including claims adjusting, legal services, loss control, and risk management consulting services;

(e) The Board of Directors shall cause to be prepared the operating budget of the Agency for each fiscal year;

(f) The Board of Directors shall have the authority to appoint committees;

(g) The Board of Directors shall receive and act upon reports of appointed committees and the Executive Director;

(h) The Board of Directors shall have the power to hire such persons as the Board deems necessary for the administration of the Agency, including the "borrowing" of employees from one or more of the Members, subject to the approval of the Member. Any Member whose employee is so "borrowed" according to this provision shall be reimbursed by the Agency for that employee's time spent or services rendered on behalf of the Agency;

(i) The Board of Directors shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Executive Director of the Agency;

(j) The Board of Directors shall provide for the investment and disbursement of funds;

(k) The Board of Directors shall receive and review periodic accountings of all funds of the Agency;

(l) The Board of Directors shall have the authority to establish contributions by the Members;

(m) The Board of Directors shall have the authority to establish criteria for new Members;

(n) The Board of Directors shall have the authority to admit new Members on such terms and conditions as it deems appropriate;

(o) The Board of Directors may establish membership standards that promote commitment to the Agency's risk management requirements;

(p) The Board of Directors shall have the authority to establish rules governing its own conduct and procedure consistent with the By-Laws;

(q) The Board of Directors shall have the authority to amend the By-Laws by a two-thirds (2/3) vote of the Board;

(r) The Board of Directors shall have other powers and duties that are necessary for the operation or dissolution and winding up of the Agency and for the

implementation of the By-Laws subject to the limits of this First Amended Agreement and the By-Laws.

**ARTICLES 12 (Meetings of the Board of Directors)**

12.1 The Board of Directors shall provide for its regular, adjourned regular, special and adjourned special meetings. Such meetings shall be conducted quarterly or as often as directed by a majority of the Board or the Chairman of the Board. The Board should hold at least one regular meeting annually.

12.2 Meetings may be conducted by telephonic or other technological means of communication in accordance with the Open and Public Meetings Act, Utah Code Ann. § 52-4-101 *et seq*.

12.3 The Secretary of the Agency shall cause minutes of regular, adjourned regular, special, and adjourned special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be available to each member of the Board.

12.4 The presence of Board members entitled to cast a majority of the votes of the entire Board shall constitute a quorum for the transaction of the business, except that less than a quorum may adjourn from time to time. A majority vote of the total votes entitled to be cast by Board members shall constitute action by the Board.

**ARTICLE 13 (Meetings of Members)**

13.1 The frequency, format, method of voting, quorum requirements, and other rules governing Member meetings are established by the By-Laws of the Agency.

**ARTICLE 14 (Officers, Agents and Personnel of the Agency)**

14.1 Executive Director. The Executive Director shall be appointed by the Board and shall have the general administrative responsibility for the activities of the Joint Protection Program. The Executive Director is the chief executive officer of the Agency, and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Agency, and shall have such other and related duties as may be prescribed by the Board of Directors or the By-Laws.

14.2 Secretary. The Secretary shall be appointed by the Executive Director and shall be responsible for all minutes, notices and records of the Agency and shall perform such other duties as may be assigned by the Executive Director.

14.3 Treasurer. The Treasurer shall be appointed by the Executive Director and confirmed by the Board. The duties of the Treasurer are set forth in Articles 17 and 18 of this First Amended Agreement.

14.4 Legal Counsel. The Executive Director may select an attorney for the Agency who may be a Member employee, or the Executive Director may employ independent counsel as the attorney for the Agency. The attorney shall serve at the pleasure of the Executive Director.

14.5 Other Officers, Agents, and Personnel. The Executive Director shall have the power to appoint such other officers, agents and personnel as may be necessary in order to carry out the purposes of this First Amended Agreement.

14.6 Terms of Office, Removals and Resignations, Filling of Vacancies. Terms of office, provisions for removal and resignation, and provisions for filling vacancies, and so forth are established by the By-Laws.

## ARTICLE 15 (Joint Protection Program Coverage)

15.1 The Joint Protection Program coverage provided for Members by the Agency may include protection for Personal Injury, Property Damage, Errors and Omissions, Comprehensive Liability, Property Insurance coverages, and such other types of coverage required by law or adopted by the Board of Directors.

15.2 The Agency shall maintain a Joint Protection Program limit for Members determined by the Board of Directors to be appropriate. The Board of Directors may arrange for the purchase of insurance for Members interested in obtaining additional coverage above this limit, at additional cost and fees to those participating Members.

15.3 The Board of Directors may arrange for the purchase of any insurance deemed necessary to protect the funds of the Agency against catastrophes.

15.4 Each Member shall be required to purchase the Joint Protection Program coverages defined by the Board of Directors as the "core joint protection coverage package." The Agency may provide other coverage to Members in addition to the core joint protection coverage package.

15.5 The requirements of Section 15.4 may be waived by the Board at its option or, for the first year of membership of any Member, the requirements of Section 15.4 may be waived if that Member has otherwise purchased coverage.

## ARTICLE 16 (Development of the Joint Protection Program)

16.1 The Board of Directors shall develop criteria for determining each Member's annual share of pooled losses, capitalization needs, expenses, and contribution to a catastrophe fund which may include the Member's individual loss experience and such other criteria as the Board of Directors may determine to be relevant.

16.2 The annual calculation of the amount of estimated contributions for the up-coming fiscal year will be provided when requested by each Member.

## ARTICLE 17 (Accounts and Records)

17.1 Annual Budget. The Agency shall annually adopt an operating budget, pursuant to Article 11 of this First Amended Agreement.

17.2 Funds and Accounts. The Treasurer of the Agency shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Board of Directors. Books and records of the Agency in the hands of the Treasurer shall be open to any inspection at all reasonable times by Member representatives.

17.3 Treasurer's Report. Within ninety (90) days after the close of each fiscal year, the Treasurer shall give a complete written report of all financial activities for such fiscal year to the Board.

17.4 Annual Audit. The Board of Directors shall provide for a certified, annual audit of the accounts and records of the Agency, which audit shall conform to generally accepted auditing standards. Such audit of the accounts and records made by a Certified Public Accountant(s) shall be open to any inspection at all reasonable times by Member representatives. Any costs of the audit, including contracts with, or employment of Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Agency and shall be included within the term "administrative costs."

## ARTICLE 18 (Responsibility for Monies)

18.1 The Treasurer of the Agency or their designee shall have the custody of and shall disburse the Agency's funds. The Treasurer shall have the authority to delegate the signatory function of the Treasurer to such persons as are authorized by the Executive Director.

18.2 A bond in the amount set by the Board of Directors shall be required of personnel of the Agency consistent with Utah law. The cost of such bond will be paid by the Agency.

18.3 The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct financial records of the Agency, including accounts of its assets, liabilities, receipts and disbursements, and shall have such other duties as are provided for in this First Amended Agreement or by law.

## ARTICLE 19 (Responsibilities of the Agency)

19.1 The Agency shall have the responsibility to:

(a) Provide coverage as agreed upon and deemed necessary, including a self-protection fund and commercial insurance, as well as excess coverage and umbrella insurance (if available), by negotiation or bid, and purchase, as necessary;

(b) Assist Members in obtaining insurance coverage for risks not included within the core coverage of the Agency;

(c) Assist each Member's designated risk manager with the implementation of that function within the Member organization;

(d) Provide risk management related services to Members as deemed appropriate;

(e) Provide claims adjusting and subrogation services for claims covered by the Agency's Joint Protection Program;

(f) Provide loss runs and other loss control information and services as deemed appropriate;

(g) Provide for the defense of any civil action or proceeding brought against any officer, employee, board member, or other agent of the Agency, in his or her official or individual capacity or both, on account of an act or omission within the scope of his or her agency as an agent of the Agency;

(h) Act in all other manners deemed necessary and appropriate by the Board of Directors in order to carry out the purpose of this First Amended Agreement.

**ARTICLE 20 (Responsibilities of Members)**

20.1 Each Member shall have the responsibility to:

(a) Pay its contribution and any other assessments promptly to the Agency when due. Any delinquent payments shall be paid with interest which shall be equivalent to the prevailing rate of investment interest. Payments will be considered delinquent immediately after the due date;

(b) Designate in writing an elected or appointed official to serve as a member of the Board of Directors. This designation may be changed from time to time;

(c) Designate a voting representative and alternate for Member meetings. A Member's voting representative must be an elected official, employee or officer of the Member organization but may be changed from time to time. Each Member shall submit in writing the name of its voting representative and alternate to the Board of Directors;

(d) Appoint an employee of the Member to be responsible for the risk management function within that Member organization and to serve as a liaison between the Member and the Agency as to risk management;

(e) Provide the Agency with all information or assistance as may be necessary for the Agency to carry out the Joint Protection Program adopted by the Board of Directors, which includes reporting to the Agency as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the Member's accidental loss, and providing the Agency periodically, as requested, with information on the value of buildings and contents and other real and personal properties;

(f) Allow the Agency reasonable access to all facilities of the Member organization and all records relating to the operation of the Agency;

(g) Report to the Agency as promptly as possible all incidents or occurrences which could reasonably be expected to result in the Agency being required to consider a claim against the Member, its agent, officer, or employees, or for casualty losses to the Member's property within the scope of coverage undertaken by the Agency;

(h) Allow attorneys or other persons designated by the Agency to represent the Member in the investigation, settlement and litigation of any claim made against the Member within the scope of loss protection furnished by the Agency;

(i) Cooperate with and assist the Agency, its attorneys, claims adjusters, and insurers, and any other agent, employee, or officer of the Agency in all matters relating to the Agency, and comply with all By-Laws, rules, and regulations adopted by the Board of Directors.

## ARTICLE 21 (Effective Date of the Interlocal Agreement)

(*Intentionally Omitted*)

## ARTICLE 22 (Commencement of Operations)

(*Intentionally Omitted*)

## ARTICLE 23 (Membership)

23.1 New Members may be admitted to the Agency upon approval of the Board of Directors and execution of a counterpart of this First Amended Agreement.

23.2 Members entering under this Article will pay their share of organizational expenses as determined by the Board, including those necessary to analyze their loss data and determine their contributions.

23.3 As set forth in Article 11, the Board of Directors establishes the criteria for new Members and has the authority to admit new Members on such terms and conditions as it deems appropriate.

## ARTICLE 24 (Withdrawal)

24.1 A Member that enters the Joint Protection Program may not withdraw as a party to this First Amended Agreement and as a member of the Agency for a one-year period beginning on the effective date of membership.

24.2 After the initial one-year noncancelable membership in the program, a Member may withdraw only at the end of any fiscal year, provided it has given the Agency a twelve-month written notice of its intent to withdraw from this First Amended Agreement and the Joint Protection Program.

24.3 Any Member that has formally provided its notice of intent to withdraw its membership in the Agency shall:

(a) not be able to rescind its withdrawal notice without the approval of the Board of Directors;
(b) pay or repay the Agency any monies owing to the Agency even though the Member has withdrawn or is withdrawing; and
(c) not serve as a member of the Executive Committee or any other Agency committees.

## ARTICLE 25 (Cancellation)

25.1 The Agency shall have the right to cancel any Member's participation in the Joint Protection Program upon a two-thirds (2/3) vote of the entire Board of Directors giving ninety (90) days written notice to that Member. Any Member so cancelled, on the effective date of the cancellation, shall for the purposes of Article 26, be treated as if it had voluntarily withdrawn.

## ARTICLE 26 (Effect of Withdrawal)

26.1 The withdrawal of any Member form this First Amended Agreement shall not terminate this First Amended Agreement.

26.2 The withdrawal of any Member after the effective date of the Joint Protection Program shall not terminate that Member's responsibility to make any contributions or payments owing to the Agency.

## ARTICLE 27 (Termination and Distribution)

27.1 This First Amended Agreement may be terminated by the written consent of the Members having two thirds (2/3) of the voting rights of the Association, provided, however, that this First Amended Agreement and the Agency shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to wind up the affairs of the Agency.

27.2 Upon termination of this First Amended Agreement, all assets of the Agency shall be distributed only among the parties that have been Members of the Joint Protection Program, including any of those parties which previously withdrew pursuant to Article 24 of this First Amended Agreement, but not including Members cancelled pursuant to Article 25, in accordance with and proportionate to their contribution payments and property (at market value when received) contributions made to the Agency. The Board of Directors shall determine such distribution within six months after the last pending claim or loss covered by this First Amended Agreement has been finally disposed of.

27.3 The Board of Directors is vested with all powers of the Agency for the purpose of winding up and dissolving the business affairs of the Agency.

## ARTICLE 28 (Provision for By-Laws and Manual)

(*Intentionally Omitted*)

## ARTICLE 29 (Notices)

29.1 Notices to Members hereunder shall be sufficient if delivered in writing to the designated representative of the respective Member, at the address provided.

## ARTICLE 30 (Amendment)

30.1 Except as described in Section 30.2, this First Amended Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be:

(a) submitted, approved, and executed by each Members' governing body and in accordance with Utah Code Ann. §11-13-202(2);
(b) reviewed and approved by the attorney authorized to represent each Member, in accordance with Utah Code Ann. §11-13-202.5; and
(c) filed with the person who keeps each Member's records.

30.2 The Board of Directors may amend this First Amended Agreement without following the procedures of Section 30.1 if the proposed amendment is minor, insignificant, or clerical. The Board's decision to amend this Agreement must be unanimous.

## ARTICLE 31 (Prohibition Against Assignment)

31.1 No Member may assign any right, claim, or interest it may have under this First Amended Agreement, and no creditor, assignee, or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, contribution, or asset of the Agency.

## ARTICLE 32 (Severability Clause)

32.1 If any article, provision, clause, or other part of this First Amended Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of other articles, clauses, applications, or occurrences, and this First Amended Agreement is expressly declared to be severable.

## ARTICLE 33 (Agreement Complete)

33.1 This First Amended Agreement, along with the Agency's By-Laws, constitute the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in either this First Amended Agreement or the Agency's By-Laws. This First Amended Agreement may be executed in counterparts, each of which will be deemed an original and all of

which together will constitute one instrument. A signature transmitted by facsimile, e-mail, or other comparable means will be deemed an original.

**ARTICLE 34 (Liability and Indemnification)**

34.1 The Agency's Board of Directors, officers, and employees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties.

34.2 The Agency's Board of Directors, officers, and employees shall not be liable for any action made, taken, or omitted, provided the action was made, taken, or omitted in good faith.

34.3 The Agency's Board of Directors, officers, and employees shall not be liable for any action made, taken, or omitted by any other person.

34.4 Agency funds shall be used to defend and indemnify the Agency's Board of Directors, officers, and employees against claims made against them, provided the claims arise out of their operation of, administration of, or involvement with the Agency. The Agency may purchase insurance providing similar coverage for such directors, officers, and employees.

IN WITNESS WHEREOF, the parties hereto have executed this First Amended Agreement by authorized officials thereof on the date indicated on the following pages.

H.2. CONSENT ACTION ITEM: RESOLUTION R2020-38, AMENDING THE RIDGEPOINT DEVELOPMENT AGREEMENT

# SOUTH JORDAN CITY
# CITY COUNCIL REPORT

**Meeting Date: 6/16/2020**

| | |
|---|---|
| **Application:** | **RIDGEVIEW DEVELOPMENT AGREEMENT - SECOND AMENDMENT** |
| **Applicant:** | **Reed Stallings, Six S Company, LLC** |
| **Submitted By:** | **Brad Sanderson, Planner III** |
| **Presented By:** | **Steven Schaefermeyer, Director of Planning** |

**Proposed Motion:** based on the on the findings in the staff report, I move that the City Council Approve Resolution R2020-38, with the following changes to the proposed 2nd Amendment to Development Agreement:

1. Change the drive-thru setback requirement in Amendment Section 1 to "maximum 30 feet."
2. Delete Amendment Section 2 concerning rentable square footage.
3. Amend the Recitals to reflect the City Council's discussion and City Staff's suggested changes to Amendment Sections 1 and 2.

**BACKGROUND:**

On January 15, 2019, the City Council approved the MU-SOUTH and PD Floating Zone together with a development agreement (the "Agreement") on property generally located at 1549 West 11400 South (the "Development"). The Development was formally called "Ridgeview" and included a mix of residential and commercial uses. After the approval, the Applicant sold the residential portions of the Development to home builders and retained ownership of the commercial portion abutting 11400 South.

The Applicant is now requesting to amend the Agreement to 1) reduce the minimum amount of commercial square feet from 25,000 to 20,000 and 2) increase the front yard setback along 11400 South from 0 to 10 feet without a drive-thru and 20 feet with a drive-thru, to 0 to 20 feet without a drive-thru and a maximum 45 feet with a drive-thru.

**STAFF RESPONSE TO THE PROPOSED AMENDMENT:**

RECITAL B: "Certain aspects of the Development Agreement (specifically the 'Design Guidelines') along with the elevation of the Development, make the location of the commercial buildings extremely difficult, given the setback requirements in the Design Guidelines."

- The 0 to 10 foot setback and 20 foot setback with a drive-thru are not difficult setbacks to achieve and have been implemented in other South Jordan commercial developments.
- The property is relatively flat and any elevation change is gradual and insignificant (*see* attached photo of the 11400 South frontage).
- Staff has been willing to negotiate a different setback but believes that there may better and more creative solutions that will add to the design of the Development and create a more engaging streetscape along 11400 South.

RECITAL C: "With the parking requirements and maximizing the size of the buildings, Six S Company, LLC may not be able to comply with Section E(4)a of the Development Agreement,

weherein it stated ‘obligation to develop or cause to be developed not less than 25,000 rentable square feet of indoor permitted or conditional commercial uses on Commercial Pads (A-D).[’] Six S Company, LLC requests that the minimum aggregate rentable square footage be reduced from 25,000 to 20,000.”

- The City has already compromised significantly on the commercial square foot requirement for this Development. Part of the impetus for approving the residential portion of the Development was the inclusion of a minimum amount (25,000 square feet) of commercial space and expectation that it could include up to 50,000 square feet or more. To further lower the minimum requirement is unwarranted, especially at this early stage of the development with only a few initial tenants and buildings being proposed.
- Initial concepts and a prior development agreement for the property included a Smith’s Marketplace with over 120,000 square feet of commercial space. Even later concepts that showed smaller commercial footprints still included much more commercial space than the minimum 25,000 square feet requirement.
- Meeting the parking requirements for 25,000 square feet of commercial space will not be difficult. The Applicant’s proposed site plan is currently over parked by approximately 43 stalls based on one parking stall per 200 square feet of commercial floor area. Depending on the mix of uses that ultimately occupy the center, that estimate of 43 extra parking stalls could be low. Therefore, the Development could potentially accommodate more than 25,000 square feet of commercial.

RECITAL D: “Six S Company, LLC has approached the City with an option that will make the commercial center more viable and still keep the intent of the Guidelines. . . .”

- City Staff wants to work to make this commercial center viable. Staff believes, however, that it can be viable if it is developed according to the Agreement as written. It is difficult to understand why the Applicant signed the Agreement in the first place if they did not like how it was written and did not believe it would lead to a viable commercial center. Although they engaged The Boyer Company to negotiate the Agreement, they were not completely hands off during the negotiation and ultimately signed the Agreement.

**ALTERNATIVES:**

- Approve Resolution R2020-38 as written
- Deny Resolution R2020-38

**SUPPORT MATERIALS:**

- Location Map
- Master Development Plan (concept map)
- Commercial Layout of Parcel F (proposed)
- Photograph of 11400 South frontage
- Resolution R2020-38

**City Council Action Requested:** Steven Schaefermeyer
Steven Schaefermeyer (Jun 8, 2020 15:23 MDT)

Director of Planning Date

N
11400 South
Subject Property
(3.71 acres)
Sparta Way
Redwood Road
Cedar Drive
Andover Road

# Concept Plan - Ridgeview @ South Jordan

GRAPHIC SCALE

( IN FEET )
1 inch = 80 ft.

## DATA TABLE

| | |
|---|---|
| LOCATED IN: | SOUTH JORDAN CITY, SALT LAKE COUNTY |
| ORIGINAL PROPERTY | 35.96 ACRES |
| RESIDENTIAL PROPERTY | 30.91 ACRES |
| SINGLE FAMILY AREA | 21.25 ACRES |
| TOWNHOME AREA | 9.33 ACRES |
| COMMERCIAL PROPERTY | 5.05 ACRES |
| COMMERCIAL PADS | 51,048 SF - 59,015 SF |
| OPEN SPACE | APPROX 6.06 ACRES |
| USABLE OPEN SPACE | APPROX 3.93 ACRES |
| UNUSABLE OPEN SPACE | 2.13 ACRES |
| TOWNHOME OPEN SPACE | 1.55 ACRES/16.6% OF TOTAL TOWNHOME AREA |
| SINGLE FAMILY LOTS | 88 |
| ESTATE LOTS (1-27) | 27 |
| CARRIAGE LOTS (28-51) | 24 |
| COTTAGE LOTS (52-81) | 37 |
| TOWNHOME UNITS | 112 |
| FRONT-LOAD | 52 |
| REAR-LOAD | 60 |
| TOTAL RESIDENTIAL UNITS | 200 |
| SINGLE FAMILY DENSITY | 4.14 UNITS/ACRE |
| TOWNHOME DENSITY | 12.00 UNITS/ACRE |
| TOTAL RESIDENTIAL DENSITY | 6.47 UNITS/ACRE |

## CITY REQUIREMENTS

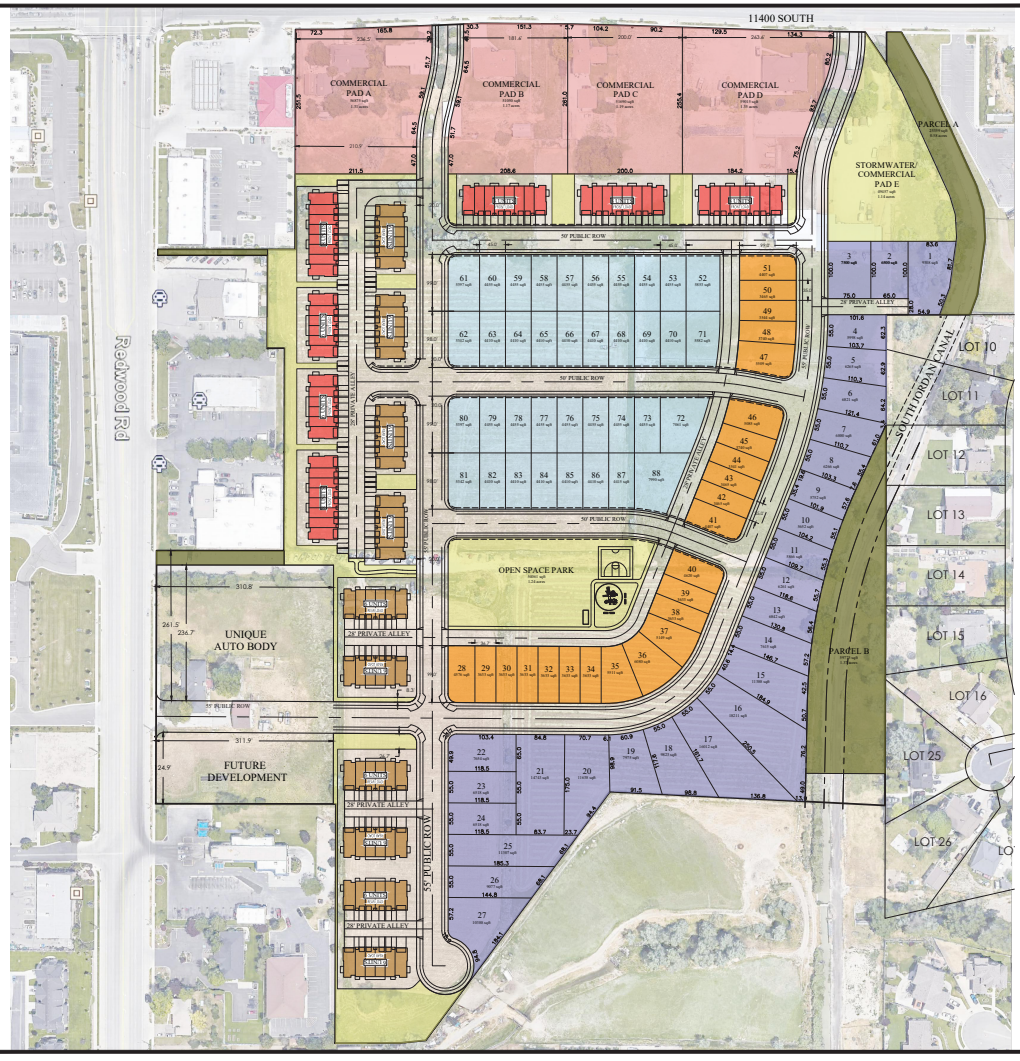
| | |
|---|---|
| ZONE | PLANNED DEVELOPMENT FLOATING ZONE |
| CUL-DE-SAC RADIUS | 50' |
| ROW WIDTH | 50' - 55' |
| TOTAL PUBLIC ROW LENGTH | 5,805 LINEAR FT |
| PRIVATE ALLEY WIDTH | 28' |
| TOTAL ALLEY LENGTH | 1,836.8 LINEAR FT |

## LIST OF AMENITIES

MINIMUM 250 SF PAVILION
BENCHES/PICNIC TABLES
PLAYGROUND AREA
SPORTS COURT

## GENERAL NOTE:

1) INFORMATION PROVIDED ON THIS PLAN IS BASED ON THE BEST AVAILABLE DATA AT THE TIME OF PREPARATION AND MAY CHANGE AT ANYTIME FOR ANY REASON. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY.
2) RESIDENTIAL AREA ACREAGE EXCLUDES COMMERCIAL AREA BUT INCLUDES OPEN SPACE




BOYER

FOCUS ENGINEERING AND SURVEYING, LLC
32 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusutah.com

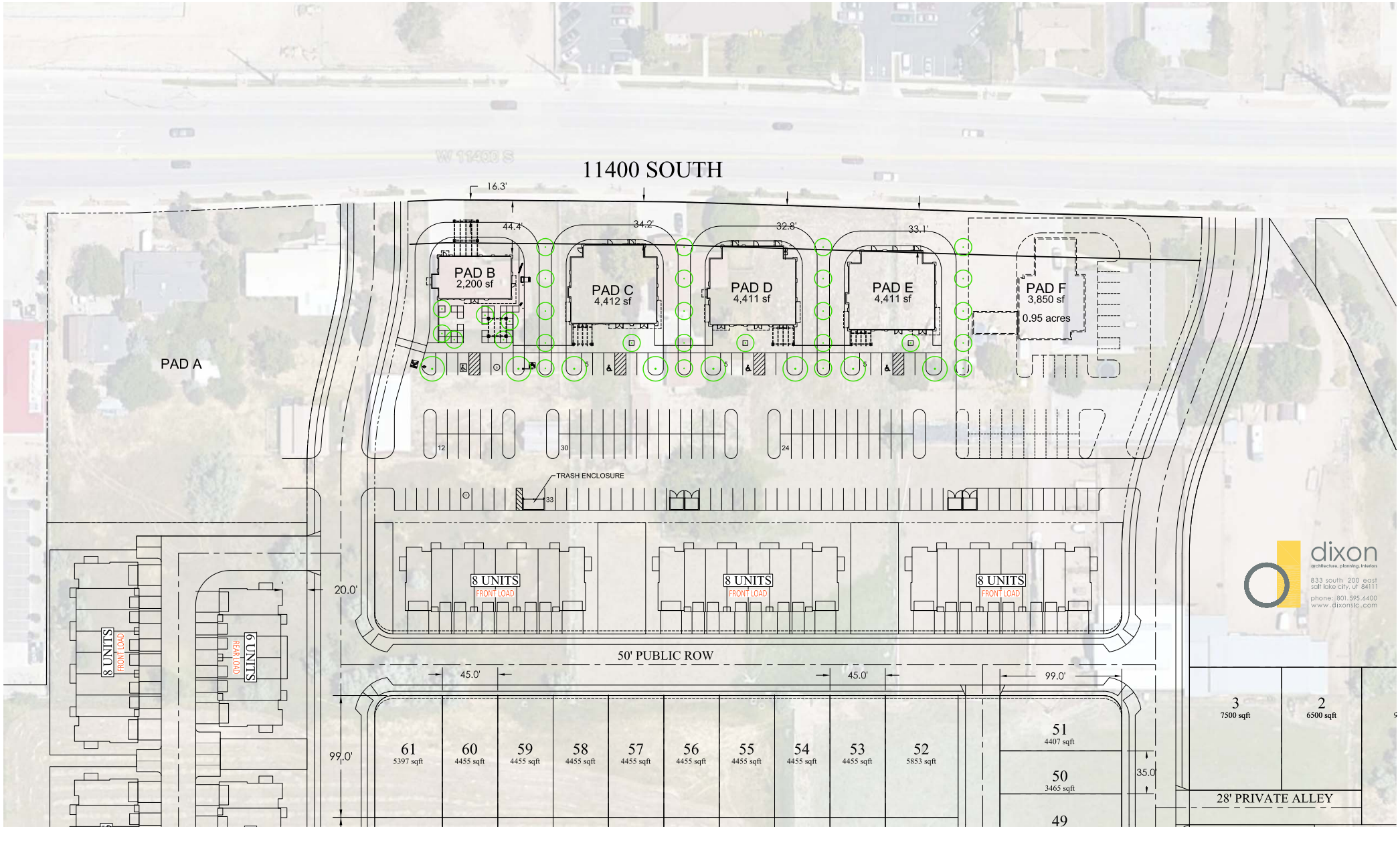
RIDGEVIEW @ SOUTH JORDAN

REVISION BLOCK

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

CONCEPT PLAN

| | | | |
|---|---|---|---|
| Scale: | 1"=80' | Drawn: | CJG |
| Date: | 12/19/18 | Job #: | 18-346 |
| Sheet: | K | | |


11400 SOUTH
16.3'
44.4'
34.2'
32.8'
33.1'
PAD B
2,200 sf
PAD C
4,412 sf
PAD D
4,411 sf
PAD E
4,411 sf
PAD F
3,850 sf
0.95 acres
PAD A
12
30
24
TRASH ENCLOSURE
33
8 UNITS
FRONT LOAD
8 UNITS
FRONT LOAD
8 UNITS
FRONT LOAD
20.0'
8 UNITS
FRONT LOAD
6 UNITS
REAR LOAD
50' PUBLIC ROW
45.0'
45.0'
99.0'
99.0'
61
5397 sqft
60
4455 sqft
59
4455 sqft
58
4455 sqft
57
4455 sqft
56
4455 sqft
55
4455 sqft
54
4455 sqft
53
4455 sqft
52
5853 sqft
51
4407 sqft
50
3465 sqft
49
35.0'
3
7500 sqft
2
6500 sqft
28' PRIVATE ALLEY
dixon
architecture, planning, interiors
833 south 200 east
salt lake city, ut 84111
phone: 801.595.6400
www.dixonslc.com

**RESOLUTION R2020 – 38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE DEVELOPMENT AGREEMENT PERTAINING TO THE DEVELOPMENT OF THE PROPERTY APPROXIMATELY LOCATED AT 1549 WEST 11400 SOUTH.**

**WHEREAS,** the City of South Jordan is a municipal corporation and political subdivision of the State of Utah and is 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 Ann. § 10-9a-102, *et seq.*; and

**WHEREAS,** on January 16, 2019, the City Council of the City of South Jordan approved a rezone and development agreement (the "Development Agreement) with the Boyer Company for a property approximately located at 1549 West 11400 South (the "Property") that would allow the development of the Property; and

**WHEREAS,** Six S Company, LLC retained from the Boyer Company a commercial part of the Property and seeks to amend the Development Agreement with regard to the design guidelines and the rentable square footage requirement; and

**WHEREAS,** the City Council has determined that it is in the best interest of the public health, safety, and welfare of the City of South Jordan to amend the 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. Authority to Execute.** The Mayor of the City of South Jordan is authorized to execute an Amendment to the Development Agreement, attached hereto as **Exhibit A**.

**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 _____, 2020 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:

Edward Montgomery
Edward Montgomery (Jun 8, 2020 18:19 MDT)
_____
Office of the City Attorney

EXHIBIT A

After recording, please send to:
City of South Jordan
Attn: City Recorder
1600 West Town Center Drive
South Jordan, Utah 84095

Affected Parcel Numbers: See Exhibit "B"

## 2nd AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment (this "Amendment") is to the Development Agreement Dated January 16, 2019 recorded as No: 12962067 (the "Agreement").

RECITALS

A. Six S Company, LLC retained from Developer, the commercial part of Development.
B. Certain aspects of the Development Agreement (specifically the "Design Guidelines") along with the elevation of the Development, make the location of the commercial buildings extremely difficult, given the setback requirements in the Design Guidelines.
C. With the parking requirements and maximizing the size of the buildings, Six S Company, LLC may not be able to comply with Section E(4)a of the Development Agreement, wherein it stated "obligation to develop or cause to be developed not less than 25,000 rentable square feet of indoor permitted or conditional commercial uses on Commercial Pads (A-D)", Six S Company, LLC requests that the minimum aggregate rentable square footage be reduced from 25,000 to 20,000.
D. Six S Company, LLC has approached the City with an option that will make the commercial center more viable and still keep the intent of the Guidelines. Proposed design is attached as "Exhibit A". Because the proposed design is different than the Design Guidelines, Six S Company, LLC requests that the City Council approve the proposed amendment.
E. Accordingly, the parties agree to amend the Agreement as follows:

AMENDMENT

1. **Design**. Setback requirements from the 11400 South Right of Way, shall be extended from 10 feet without a drive thru and 20 feet with a drive thru, to 0 to 20 feet without a drive thru and maximum 45 feet with a drive thru.
2. **Rentable Square Footage** requirement to be reduced from 25,000 to 20,000.

(SIGNATURE PAGE FOLLOWS)

This Amendment is effective on the date that the last party executes this Amendment as indicated by the date under that party's signature line.

| THE CITY | SIX S COMPANY |
| --- | --- |
| _____ | _____ |
| By: _____ | By: REED STALLINGS |
| Its: _____ | Its: MANAGER |
| Date: _____ | Date: JUNE 2, 2020 |

Notary for Six S Company

State of Utah )

County of Salt Lake )

On this 2nd day of June, 2020, personally appeared before me Reed W Stallings, whose identity is personally know to me and who by me duly sworn/affirmed, did attest that he is the Manager of Six S Company, LLC and that said document was signed by him in behalf of said LLC by virtue of its Operating Agreement and said Reed W Stallings acknowledged to me that said LLC executed the same.

Witness my hand and official seal.

Stephanie Spielvogel
(Notary Signature)

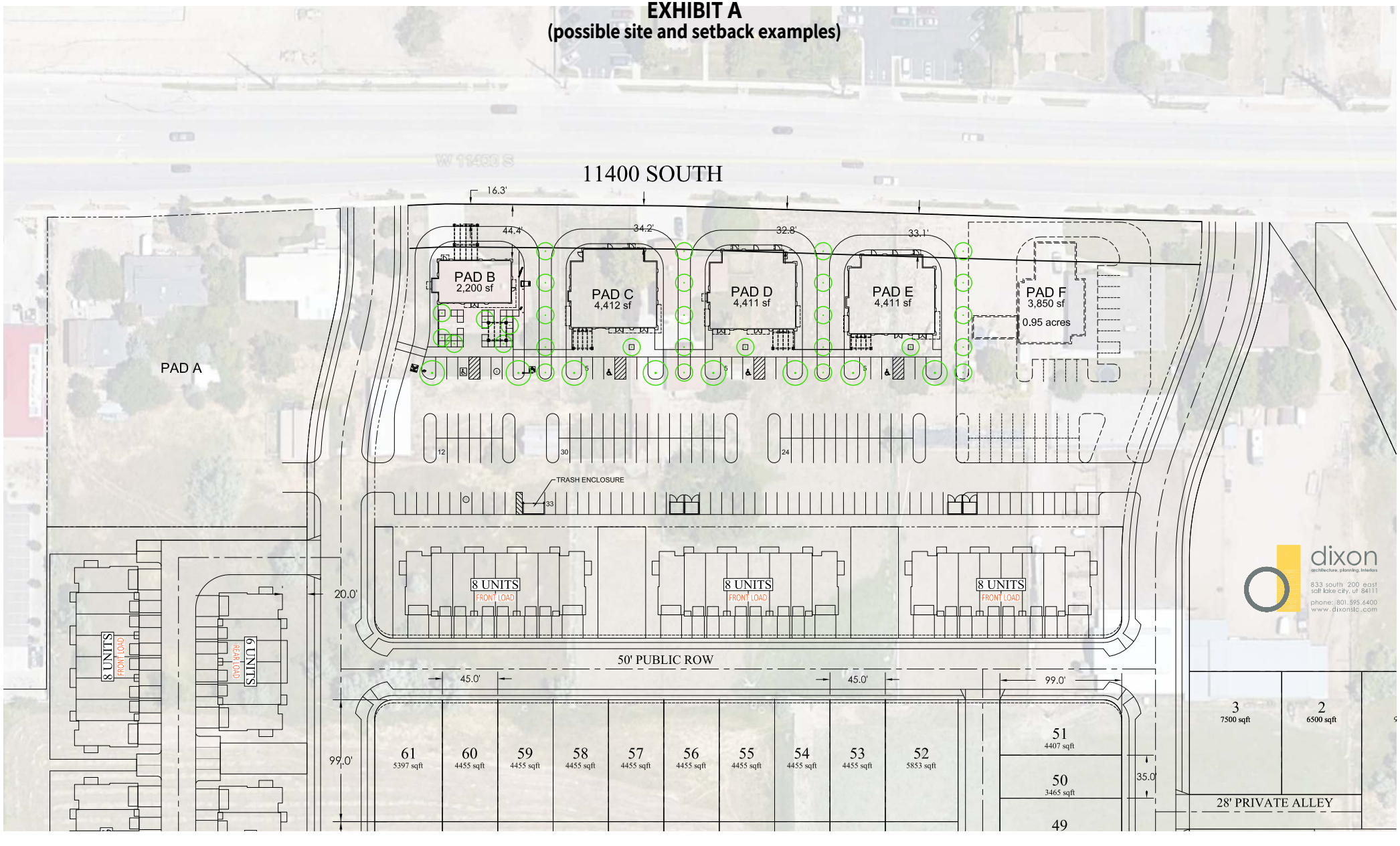
STEPHANIE SPIELVOGEL
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 709947
COMM. EXP. 01-20-2024

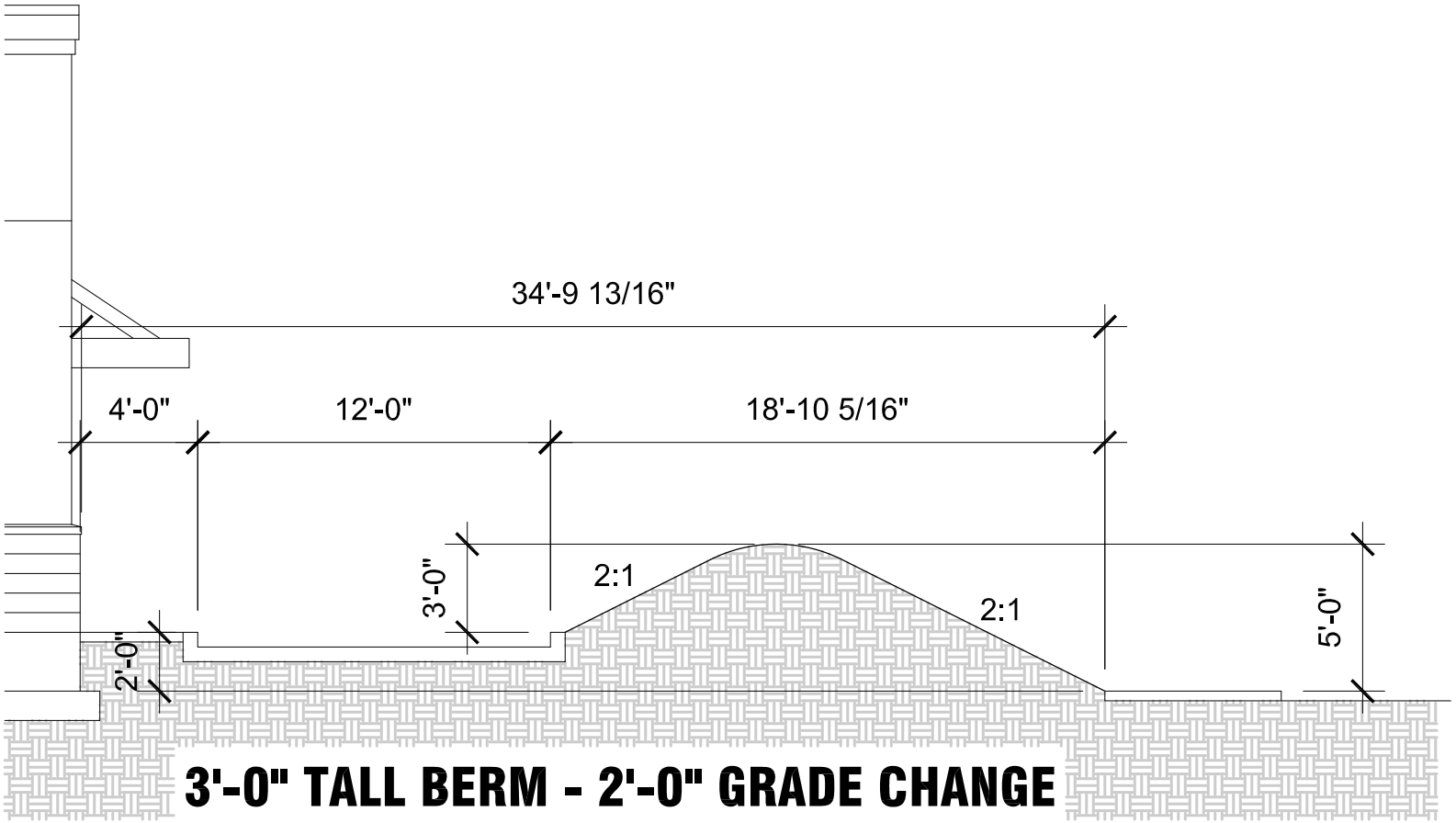
*(notary seal)*

Approved as to Form:

Edward Montgomery
Edward Montgomery (Jun 8, 2020 18:19 MDT)
Attorney for South Jordan City

# EXHIBIT A
## (possible site and setback examples)






# 3'-0" TALL BERM - 2'-0" GRADE CHANGE

# EXHIBIT B

**LEGAL DESCRIPTIONS**
**PREPARED FOR THE BOYER COMPANY**
***BOYER & BROWN PARCELS***
**SOUTH JORDAN, UTAH**
(March 28, 2019)
18-346

***COMPOSITE LEGAL DESCRIPTION***
***Located in the SE1/4 of Section 22 of Township 3 South, Range 1 West, Salt Lake Base and Meridian. Comprised of Thirteen (13) parcels identified by Salt Lake County Tax Id. Numbers 27-22-451-002, 27-22-401-011, 27-22-401-019, 27-22-401-027, 27-22-426-030, 27-22-401-032, 27-22-401-035, 27-22-401-036, 27-22-401-037, 27-22-401-038, 27-22-401-039, 27-22-401-042 & 27-22-401-043, 27-22-401-045, 27-22-404-024, being more particularly described as follows:***

Beginning at a point on the southerly right of way line of 11400 South Street as established by UDOT Project SP-15-7(156)293, being S89°56'45"E 293.00 feet along the quarter section line and S00°07'35'W 49.54 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point is also 62.61 feet perpendicularly distant southerly from the design line of said project, opposite approximate engineer station 180+61.53, and running thence along said southerly right of way the following seven (7) courses, (1) Easterly along the arc of a 7,940.00 feet radius non-tangent curve to the right (radius bears: S00°20'54"E) 1.04 feet through a central angle of 00°00'27" (chord: N89°39'20"E 1.04 feet); thence (2) N89°51'38"E 71.28 feet; thence (3) N87°33'42"E 251.19 feet; thence (4) S89°28'00"E 156.98 feet; thence (5) Easterly along the arc of a non-tangent curve to the right having a radius of 7,951.00 feet (radius bears: S01°05'55"W) a distance of 104.18 feet through a central angle of 00°45'03" Chord: S88°31'34"E 104.18 feet; thence (6) S88°08'57"E 219.65 feet; thence (7) along the arc of a curve to the left with a radius of 8,049.00 feet a distance of 189.30 feet through a central angle of 01°20'51" Chord: S88°49'22"E 189.29 feet to a point being 49.00 feet perpendicularly distant southerly from the design line of said project, opposite approximate engineer station 190+56.18; thence S34°00'00"E 67.04 feet; thence North 55.34 feet to said southerly right of way line being 49.00 feet perpendicularly distant southerly from the design line of said project; thence Easterly along the arc of a non-tangent curve to the left having a radius of 8,049.00 feet (radius bears: N00°14'11"E) a distance of 25.76 feet through a central angle of 00°11'00" Chord: S89°51'19"E 25.76 feet along said southerly right of way line to the easterly line of the South Jordan Canal as defined in a Special Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12392264, Book 10489, Page 3855; thence along said easterly line the following six (6) courses, (1) S29°17'25"E 91.65 feet; thence (2) S24°33'50"E 206.80 feet; thence (3) S16°26'05"E 42.89 feet; thence (4) S03°20'12"E 50.82 feet; thence (5) S07°56'04'W 98.58 feet; thence (6) S20°19'11'W 37.30 feet to the north line of Jordan Hills Estates Subdivision on file in the Salt Lake County Recorder's office at Entry No.3298207, Book 79-6, Page 225; thence West 146.06 feet along said northerly line to an easterly deed line of a Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12786791, Book 10681, Page 9189; thence along said deed S00°07'35'W 795.49 feet to a point on a line established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.12948351, Book 10759, Page 9721; thence along said boundary line agreement the following four (4) courses, (1) S89°56'45'W 138.24 feet to the westerly right of way line of the South Jordan Canal as determined by survey and described by a Deed on file in the Salt Lake County Recorder's office at Book "X", Page 277; thence (2) along said westerly line S01°15'55'W 52.91 feet to an existing fence line; thence (3) N87°08'45"W

341.00 feet; thence (4) S36°31'55'W 299.62 feet to a point on a line established by a Boundary Line Agreement on file in the Salt Lake County Recorder's office at Entry No.12948352, Book 10759, Page 9728; thence along said boundary line agreement the following three (3) courses, (1) S36°31'55'W 239.76 feet; thence (2) S84°14'08'W 45.26 feet; thence (3) S89°50'39'W 112.79 feet to the southeast corner of Poole Subdivision on file in the Salt Lake County Recorder's office at Entry No.6841151, Book 98-1P, Page 15; thence N00°09'33"E 833.12 feet along the easterly line of said Subdivision; thence N89°54'47"W 314.00 feet to the easterly right of way line of Redwood Road as established by UDOT Project SP-0068(24)43, said point is 53.00 feet perpendicularly distant easterly from the design line of said project, opposite approximate engineer station 126+66.12; thence N00°09'33"E 25.00 feet along said easterly right of way line to a southerly deed line of a Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12786791, Book 10681, Page 9189; thence along said deed line the following five (5) courses, (1) S89°57'12"E 222.60 feet; thence (2) N00°07'33"E 353.00 feet; thence (3) N89°56'45'W 30.05 feet; thence (4) N00°07'35"E 162.00 feet; thence (5) N89°56'45'W 191.25 feet to the easterly right of way line of Redwood Road as established by UDOT Project SP-0068(24)43, said point is 54.00 feet perpendicularly distant easterly from the design line of said project, opposite approximate engineer station 136+22.38; thence N00°09'33"E 10.00 feet along said easterly right of way line to a southerly deed line of a Warranty Deed on file in the Salt Lake County Recorder's office at Entry No.12786791, Book 10681, Page 9189; thence along said deed line the following two (2) courses, (1) S89°56'45"E 239.25 feet; thence (2) N00°07'35"E 383.46 feet to the point of beginning.

Overall Contains: 35.91 acres+/-

***Less and Excepting the South Jordan Canal, as determined by survey and described by a deed, recorded December 21, 1883, Book "X", Page 277, being Sixty-six (66') feet in width, being that portion of the canal located in the W1/2 of the SE1/4 of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:***

Beginning at a point being the intersection of the westerly right or way line of said South Jordan Canal and the westerly line of Jordan Hills Estates Subdivision on file in the Salt Lake County Recorder's office at Entry No.3298207, Book 79-6, Page 225, said point of beginning being S89°56'45"E 1,322.17 feet along the quarter section line and South 738.37 feet from the Center of Section 22, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence S00°07'35'W 157.54 feet along said westerly line of Jordan Hills Estates Subdivision to the easterly right of way line of said South Jordan Canal; thence along said easterly right of way line the following two (2) courses, (1) Southerly along the arc of a non-tangent curve to the left having a radius of 867.00 feet (radius bears: S66°41'45"E) a distance of 333.49 feet through a central angle of 22°02'20" Chord: S12°17'05'W 331.44 feet; thence (2) S01°15'55'W 121.45 feet; thence S89°56'45"W 66.02 feet to the westerly right of way line of said South Jordan Canal; thence along said westerly right of way line the following three (3) courses, (1) N01°15'55"E 122.97 feet; thence (2) along the arc of a curve to the right with a radius of 933.00 feet a distance of 387.40 feet through a central angle of 23°47'26" Chord: N13°09'38"E 384.63 feet; thence (3) N25°03'21"E 116.36 feet to the point of beginning. Canal Contains: 0.82 acres+/-

Overall Less Canal Contains: 35.09 acres+/-
Of which 0.54 acre+/- is east of the canal,
and 0.58 acre+/- is encumbered with a canal easement.

H.3. CONSENT ACTION ITEM: RESOLUTION R2020-46, APPROVING INTERIM SUCCESSOR LIST

**RESOLUTION R2020 - 46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, DESIGNATING THE INTERIM EMERGENCY SUCCESSORS FOR 2020-21.**

**WHEREAS,** the Utah State Legislature has adopted the *Emergency Interim Succession Act*, (the "Act") found in §53-2a-807, *Utah Code Annotated* (1953, as amended); and

**WHEREAS,** the Act applies to political subdivisions of the State of Utah; and

**WHEREAS,** the City of South Jordan (the "City") is a Utah municipal corporation and a political subdivision of the State of Utah; and

**WHEREAS,** the Act requires that each officer of a political subdivision designate three (3) emergency interim successors, specify their order of succession and provide a list of those designated successors; and

**WHEREAS,** the City Council desires to designate the emergency interim successors for the required positions as required by the Act, and finds such designation to be in the best interest, and to promote the health, safety and general welfare, of the City and its residents, guests, and businesses; and

**WHEREAS,** the South Jordan Municipal Code 2.16.040 requires that (3) emergency interim successors and their order of succession shall be designated by resolution of the City Council by July 1 each year.

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

**SECTION 1. List of Designated Emergency Interim Successors.** See Attachment 1.

**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 _____, 2020 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:

Ryan W. Loose (Jun 9, 2020 15:29 MDT)

Office of the City Attorney

# Attachment 1

# Emergency Interim Succession List 2020-2021

**City Manager - Gary Whatcott**

1. Dustin Lewis
2. Don Tingey
3. Brian Preece

**Assistant City Manager - Dustin Lewis**

1. Don Tingey
2. Brian Preece
3. Spencer Kyle

**Administrative Services Director - Spencer Kyle**

1. Colby Hill
2. Janell Payne
3. Rachael Van Cleave

**City Engineer - Brad Klavano**

1. Jeremy Nielson
2. Ty Montalvo
3. Ken Short

**Fire Chief – Chris Dawson**

1. Ryan Lessner
2. Clayton Miller
3. Mike Richards

**Planning Director - Steven Schaefermeyer**

1. Greg Schindler
2. Brad Klavano
3. Jeremy Neilson

**Police Chief - Jeff Carr**

1. Jason Knight
2. Rob Hansen
3. Matt Pennington

**Public Works Director - Jason Rasmussen**

1. Ray Garrison
2. Jerimie Thorne
3. Cary Necaise

**City Attorney – Ryan Loose**

1. Ed Montgomery
2. Melinda Nagai Seager
3. Charity Brienz

**Chief Financial Officer – Director Sunil Naidu**

1. Jeff Standiford
2. Nick Geer
3. Krista Purser

**Chief Technology Officer – Director Jon Day**

1. Matt Jarman
2. Phill Brown
3. Trevor Morris

**City Recorder – Anna Crookston**

1. Cindy Valdez
2. Melanie Edwards
3. Emily Fitton

**City Treasurer – Chip Dawson**

1. Nick Geer
2. Stephanie Carter
3. Trang Tran

**Communications Manager/PIO – Rachael Van Cleave**

1. Matt Jorgensen
2. Josh Timothy
3. Matt Pennington

**Court Administrator – Jen Butler**

1. Nora Gonzalez
2. Karen Jones
3.

**Human Resources Director - Teresa Cook**

1. Corinne Thacker
2. Debbie Lyman
3. Theresa Trujillo

**Emergency/Safety Manager – Aaron Sainsbury**

1. Dustin Lewis
2. Chris Dawson
3. Jeff Carr

H.4. CONSENT ACTION ITEM: RESOLUTION R2020-47, AUTHORIZING THE MAYOR TO SIGN CARES ACT FUNDING AGREEMENT FOR GOVERNMENTAL ENTITIES WITH SALT LAKE COUNTY

**RESOLUTION R2020 - 47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO ENTER INTO THE CARES ACT FUNDING AGREEMENT FOR GOVERNMENTAL ENTITIES WITH SALT LAKE COUNTY.**

**WHEREAS,** South Jordan City (the "City") and Salt Lake County (the "County"), are "local governmental units" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 *et seq.*, and, as such, are authorized to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

**WHEREAS,** the County received federal funding under the Social Security Act, as added by § 5001 of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), to combat and address the effects of the novel Coronavirus Disease 2019 ("COVID-19") within Salt Lake County; and

**WHEREAS,** the CARES Act funds are considered "other financial assistance", pursuant to guidance issued by the United States Department of Treasury, under 2 C.F.R. 200.40, and subject to 2 C.F.R. Part 200 and the Single Audit Act (31 U.S.C. §§ 7501-7507); and

**WHEREAS,** the County wishes to provide the City $2,190,460.46 of the CARES Act funding (the "Grant Funds") to assist citizens and business in the City for the containment of COVID-19, and to improve the economic impact of the pandemic and related public health orders; and

**WHEREAS,** the Grant Funds, provided to the City by the County, that are not expended on necessary expenditures on or before October 1, 2020, must be returned to the County on or before October 7, 2020; and

**WHEREAS**, the City and the County now desire to enter into the proposed CARES Act Funding Agreement for Governmental Entities (the "Agreement"), attached hereto as Exhibit A.

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

**SECTION 1. Authority to Execute.** The Mayor of the City of South Jordan is authorized to execute the Agreement between the City of South Jordan and Salt Lake County, in substantially the form attached hereto as Exhibit A.

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

{SIGNATURES ON FOLLOWING PAGE}

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2020 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:

Ryan W. Loose
Ryan W. Loose (Jun 11, 2020 08:54 MDT)
_____
Office of the City Attorney

# CARES ACT FUNDING AGREEMENT FOR GOVERNMENTAL ENTITIES

This Agreement ("Agreement") is between Salt Lake County, (the "County") a body corporate and politic of the State of Utah, and the City of South Jordan a governmental entity within the boundaries of Salt Lake County (the "Grantee"). The County and Grantee are collectively referred to as the Parties.

RECITALS

A. The County received federal funds under section 601(a) of the Social Security Act as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (the "CARES Act") to combat and address the effects of the novel Coronavirus Disease 2019 ("COVID-19") within Salt Lake County.
B. Pursuant to guidance issued by the United States Department of the Treasury ("Treasury") CARES Act funds are considered "other financial assistance" under 2 C.F.R Section 200.40 and subject to 2 C.F.R. Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, and the Single Audit Act (31 U.S.C Sections 7501-7507).
C. The County is making expenditures of the CARES Act funds to assist citizens and businesses in Salt Lake County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders.
D. The County has determined that the municipalities within Salt Lake County can play an important role in helping the County achieve these objectives.
E. The County wishes to provide the Grantee CARES Act funding to help achieve these objectives in the Grantee's jurisdiction.
F. The Grantee's unique entity identifier is City of South Jordan.
G. The Federal Award Number for this project has not been provided by the Federal Government.
H. The Grant Funds were provided to the County under the CARES Act on April 23, 2020.
I. The period of performance is as listed in Sections 4 and 5 of this Agreement.
J. The amount of funds obligated to the Grantee by the County under this Agreement is the amount identified in Section 1.
K. The Federal Award Project Description is as provided in these recitals and in Section 2.
L. The Catalog of Federal Domestic Assistance number is 21.019, pending completion of registration.
M. This Agreement does not fund research and development.

THEREFORE, the Parties agree as follows:

1. CONSIDERATION AND AUTHORITY:
   a. The County will provide $2,190,460.46 of CARES Act funding (the "Grant Funds") to achieve the objectives outlined in the above recitals, which recitals are hereby incorporated by reference into this Agreement. The Grantee agrees to use these funds for the objectives identified in this Agreement and will use its best efforts to achieve these objectives in a manner consistent with the CARES Act and this Agreement.
   b. Grantee's signatory below certifies that the signatory has all necessary authority to bind the Grantee and accept a grant from Salt Lake County from the allocation of funds to Salt Lake County from the CARES Act.

2. ALLOWABLE USES: As provided in the CARES Act, Grantee will use Grant Funds provided only to cover costs that-
   a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) ("necessary expenditures");
   b. Were not accounted for in the budget most recently approved as of March 27, 2020, for Grantee; and
   c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

3. PROHIBITED USES:
   a. Grant Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections. Other examples of ineligible expenditures are contained in the attached April 22, 2020, Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments, and may be further addressed in FAQs and other guidance currently available or to be issued by the Treasury.
   b. Grant Funds received pursuant to this Agreement cannot be used for expenditures where Grantee, or any subgrantee or subrecipient, has or will receive funding from the County for the same loss or expense if the amount of the expenditure exceeds the Grantee's, or any subgrantee or subrecipient's, actual losses or expenses when added to any prior or anticipated County funding. Grantee may similarly not use Grant Funds for Grantee's, or a subgrantee's or subrecipient's, losses or expenses reimbursed under any other federal, state or private program.
   c. The Grantee agrees that the Grantee is fully responsible for compliance with federal law and federal guidance regarding the expenditure of the Grant Funds. The CARES Act and related guidance from the Treasury supersede any provision of this Agreement regarding the lawful use of Grant Funds by the Grantee. Grantee may not rely on the terms of this Agreement as a defense to unlawful expenditures of Grant Funds where the terms of this Agreement are in conflict with the CARES Act or guidance from the Treasury.
   d. Grantee agrees, understands and certifies, that as a recipient of federal funds it is required to, and shall, comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. Other federal laws which may apply include but are not necessarily limited to: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti- Lobbying Amendment, and the Debarment and Suspension Executive Orders. Grantee shall comply with these laws and regulations, and any other federal, state or local laws or regulations to the extent they apply to the subject matter of this Agreement. For additional detail on Federal requirements that may be applicable to this grant, subgrants or contracts see the Assurances for Non-Construction Programs (SF-424B) or Assurances for Construction Program (SF-424D), as required by law, from the Office of Management and Budget Assurances, which is hereby incorporated by reference into this Agreement.

4. EFFECTIVE DATE: The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the effective date of this Agreement. This Agreement shall terminate December 31, 2020.

5. EXPENDITURE DEADLINE: Grant Funds provided by Salt Lake County pursuant to this Agreement that are not expended on necessary expenditures on or before October 1, 2020, by Grantee or its subgrantee(s) or subcontractors, must be returned to Salt Lake County on or before 5pm, October 7, 2020. Grantee may petition the County to retain allocated but unspent Grant Funds beyond October 1, 2020. Such petitions must be filed in writing with the County no later than September 15, 2020, and may be approved or denied by the County, in the County's sole discretion.

6. GRANT FUND GUIDANCE: Grantee must adhere to any current or future federal or County guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to Grantee by the County. Further, Grantee shall require that any subgrantee adhere to the CARES Act and any current or future guidance related to the Coronavirus Relief Funds. Federal guidance has been updated regularly and can be found at https://home.treasury.gov/policy-issues/cares/state-and-local-governments.

7. ADDITIONAL FUNDING: If the Grantee receives funding from another source intended for a similar purpose (i.e. to combat and address the effects of COVID-19), Grantee will reimburse the County the Grant Funds the County provided which have been spent by the municipality and any unused funds, up to the amount of the other funding, within 15 calendar days of the Grantee's receipt of such additional funding.

8. IMPROPER USE:
   a. If a County, State of Utah, or Treasury audit findings determine that any Grant Funds received by the Grantee were expended in violation of the requirements of the CARES Act, or any applicable law, Grantee shall return or repay those Grant Funds to Salt Lake County within 15 calendar days of written notice of the determination.
   b. If the Grantee fails for any reason to repay the Grant Funds to the County under this Agreement, and the County repays the Grant Funds to the Treasury, the amount paid by the County will become a past due obligation of the Grantee to the County and may be immediately collected by the County or the Treasury no later than fifteen calendar days after request.

9. RECORDS, REPORTING, AND TRANSPARANCY:
   a. For a period of six years following termination of this Agreement, Grantee shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to Salt Lake County or the Treasury upon request. Any grants made by Grantee shall similarly require as a term of the grant that the subgrantee shall retain documentation and shall produce such documentation to Salt Lake County or the Treasury upon request.
   b. Grantee shall, each calendar month during the term of this Agreement, submit to the

County a detailed report and accounting for how the Grant Funds were spent in the previous calendar month. At a minimum, the reports will detail the amounts spent and the purpose, or the amounts paid to a subgrantee and that subgrantee's purpose. Upon termination of this Agreement for any reason, the Grantee will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

c. Grantee shall, at least monthly, on its website, Facebook page, or other currently existing internet-accessible site used by Grantee, post only the following information: the amount expended and the purpose if for a government purpose, or, if funds are provided as a grant or other assistance, a general description of the industry or group receiving the funds, the zip code where funds were expended, and the amount of funds provided to that industry or group. Grantees that lack an existing internet-accessible means to post information and that are part of the Municipal Services District may request that the District post the required information or may otherwise conspicuously post and make the required information publicly available.
d. Grantee will fully cooperate with the County, the Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.
e. Grantee shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

10. SUBGRANTS AND CONTRACTS:
    a. Grantee may use Grant Funds received pursuant to this Agreement to make grants for further distribution to any other private or public entity within Grantee's jurisdiction or to contract for goods, supplies or services as permitted by this Agreement. Such grants or contracts shall contain by agreement any required certifications, restrictions and requirements for the use of federal funds. For any such grant or contract, the Grantee is responsible for the documentation requirements in this Agreement.
    b. Regardless of whether a particular provision in this Agreement mentions subgrantees or contractors, a subgrantee or contractor must comply with all provisions of this Agreement, including the fiscal and program requirements. Grantee retains full responsibility for ensuring subgrantees or contractors comply with the applicable terms of this Agreement, including provisions related to compliance with federal law regarding use of federal funds.

11. CHOICE OF LAW: This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

12. INDEMNIFICATION: Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the County from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee's performance of this Agreement caused by any act or omission of Grantee, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the County.

13. GOVERNMENTAL IMMUNITY: County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

14. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon 24 hours written notice delivered to the Grantee, this Agreement may be terminated in whole or in part at the sole discretion of the County, if the County reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) the Salt Lake County Council modifies or fails to appropriate the funds in the 2020 budget. If written notice is delivered under Section 14, the Grantee will return any unexpended Grant Fund amount to the County within 15 calendar days of the written notice. The County will not be liable for any performance, commitments, penalties, or liquidated damages that accrue for termination by the County under this Section 14. Upon termination, the Grantee will provide the County with a detailed accounting of the expended and unexpended Grant Funds within 15 calendar days of termination.

15. SURVIVAL: Termination or expiration of this Agreement shall not extinguish or prejudice the County's right to recoup or otherwise recover Grant Funds from Grantee as provided in this Agreement. Additionally, termination or expiration of this Agreement shall not extinguish or prejudice the County's rights to enforce this Agreement, or with respect to any default of this Agreement or of any of the following Sections: 7, 8, 9, 11, 12, 13, 15, and 16.

16. FAIR DISTRIBUTION. Grantee acknowledges that the amount of Grant Funds disbursed to Grantee and other grantees is determined in the County's sole discretion. Grantee hereby agrees that Grantee's disbursement is appropriate and waives any right in law or equity to challenge the amount of Grant Funds Grantee receives under this Agreement.

17. INTEREST. The Grantee may use any interest earned on the Grant Funds only for purposes outlined in this Agreement. Any unused interest earned on the Grant Funds shall be returned to the County as provided in this Agreement.

18. 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.

19. SUSPENSION OR DEBARMENT: The Grantee certifies that neither it nor its principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

**The Parties hereby execute this Agreement.**

SALT LAKE COUNTY

By: _____

Mayor or Designee

Date: _____

GRANTEE: THE CITY OF SOUTH JORDAN

By: _____

Title: _____

Date: _____

Approved as to form for the County:

By: _____ David A. Johnson 2020.06.08 17:29:45 -06'00'

Approved as to form for the Grantee:

By: _____ Ryan W. Loose (Jun 11, 2020 17:18 MDT)

H.5. CONSENT ACTION ITEM: RESOLUTION R2020-48, APPROVING BID EXCEPTION FOR CITY WATER SYSTEM RISK & RESILIENCY PLAN

# SOUTH JORDAN CITY
# CITY COUNCIL REPORT

**Council Meeting Date: June 16, 2020**

Issue: Bid Exception for City Water System Risk & Resiliency Plan

Submitted By: Jason Rasmussen

Department: Public Works

Staff Recommendation (Motion Ready): Approve R2020-48

## BACKGROUND:

In 2011 Public Works staff worked with the engineering firm Hansen, Allen, Luce (HAL) to create a vulnerability assessment report for the City's water system. Generation of the report required the City to share sensitive water system information with HAL. HAL has also prepared the City's water system master plan in 2006, 2012 and 2017.

The U.S. Environmental Protection Agency is requiring an update to each public water system (PWS), with the due date based on water system size. For South Jordan, the due date is December 31, 2020. The required water system update, identified by the EPA as "Risk and Resilience Assessments", includes the identification of the highest risks to the water systems mission critical operations and finding the most cost effective measures to reduce those risks.

## TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

**FINDINGS:** Hansen, Allen, Luce has supplied a proposal to complete the City's Risk & Resilience Plan. Staff has reviewed the proposal and finds the proposed cost to be fair.

The City's current purchasing policy, section 4-A-xi, allows for a bid exception to be approved by the City Council.

*"City Council Determination – the City Council may, by resolution, authorize any purchase without complying with the provisions of this policy.*

*a) Documentation of the City Council's decision shall be placed in the purchasing file."*

**CONCLUSIONS:** Using Hansen, Allen, Luce will allow the City to maintain sensitive water system information with the existing firm that currently has this data. HAL also has a high level experience and expertise with the City water system, which will allow the firm to provide the most comprehensive plan.

**RECOMMENDATIONS:** Approve resolution 2020-48, authorizing a bid exception for Hansen, Allen, Luce to complete the City water system risk and resilience plan.

**FISCAL IMPACT:** $33,400

**ALTERNATIVES:** Direct staff to issue competitive bid for risk and resilience plan.

**SUPPORT MATERIALS:** U.S. EPA Risk & Resilience Assessment Fact Sheet

City Council Action Requested: _____ Department Head  6-10-20 Date

# RISK AND RESILIENCE ASSESSMENTS AND EMERGENCY RESPONSE PLANS:

EPA

## NEW REQUIREMENTS FOR DRINKING WATER UTILITIES

Section 2013 of America's Water Infrastructure Act of 2018 (AWIA) requires community water systems[1] that serve more than 3,300 people to complete a risk and resilience assessment and develop an emergency response plan.

## RISK AND RESILIENCE ASSESSMENT

**Your utility must conduct a risk and resilience assessment and submit certification of its completion to the U.S. EPA by the following dates:**

## EMERGENCY RESPONSE PLAN

**Your utility must develop or update an emergency response plan and certify completion to the U.S. EPA no later than six months after risk and resilience assessment certification. Each utility deadline is unique; however, the dates below are the due dates for utilities who submit a risk and resilience assessment certification by the final due date according to the population served.**

### Important Dates

- March 31, 2020 if serving ≥100,000 people.
- December 31, 2020 if serving 50,000 to 99,999 people.
- June 30, 2021 if serving 3,301 to 49,999 people.

- September 30, 2020 if serving ≥100,000 people.
- June 30, 2021 if serving 50,000 to 99,999 people.
- December 30, 2021 if serving 3,301 to 49,999 people.

### Recertification

**Every five years,** your utility must review the risk and resilience assessment and submit a recertification to the U.S. EPA that the assessment has been reviewed and, if necessary, revised.

**Within six months** of submitting the recertification for the risk and resilience assessment, your utility must certify it has reviewed and, if necessary, revised, its emergency response plan.

**Visit the U.S. EPA website to find more information on guidance for developing a risk and resilience assessment at https://www.epa.gov/waterriskassessment/conduct-drinking-water-or-wastewater-utility-risk-assessment.**

**Visit the U.S. EPA website for guidance on developing an Emergency Response Plan at https://www.epa.gov/waterutilityresponse/develop-or-update-drinking-water-or-wastewater-utility-emergency-response-plan.**

## TOOLS OR METHODS

AWIA does not require the use of any standards, methods or tools for the risk and resilience assessment or emergency response plan. Your utility is responsible for ensuring that the risk and resilience assessment and emergency response plan address all the criteria in AWIA Section 2013(a) and (b), respectively. The U.S. EPA recommends the use of standards, including AWWA J100-10 Risk and Resilience Management of Water and Wastewater Systems, along with tools from the U.S. EPA and other organizations, to facilitate sound risk and resilience assessments and emergency response plans.

[1] Section 2013 of AWIA applies to community water systems. Community water systems are drinking water utilities that consistently serve at least 25 people or 15 service connections year-round.

*Still have questions about the new AWIA requirements?*
*Contact the U.S. Environmental Protection Agency (U.S. EPA) at dwresilience@epa.gov.*

Office of Water (4608T)
EPA-817-F-19-004
May 2019

**RESOLUTION R2020 - 48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING A PURCHASING POLICY EXEMPTION FOR THE PROCUREMENT OF A CITY WATER SYSTEM RISK AND RESILIENCY PLAN FROM THE ENGINEERING FIRM HANSEN, ALLEN & LUCE INC.**

**WHEREAS,** the South Jordan Municipal Code § 3.04.020 allows procurement to be conducted in accordance with the rules and regulations adopted by the South Jordan City Council; and

**WHEREAS,** the South Jordan City Council adopted the "City of South Jordan City-wide Policy 210-01 Purchasing" (hereinafter "Purchasing Policy") by Resolution R2016-20; and

**WHEREAS,** the Purchasing Policy §3. a. generally requires that all purchases over $5,000.00 go through a competitive bid process; and

**WHEREAS,** the Purchasing Policy §4. a. xi. allows the South Jordan City Council, by resolution, to authorize any purchase without going through a competitive bid process; and

**WHEREAS,** in 2011 the engineering firm Hansen, Allen & Luce was hired to prepare the City's 2006, 2012, and 2017 water system master plans and the 2011 vulnerability assessment for the City's water system; and

**WHEREAS,** the U.S. Environmental Protection Agency requires the City to update the City's vulnerability assessment with a Risk and Resilience Assessments by December 31, 2020; and

**WHEREAS,** Hansen, Allen & Luce is familiar with the City's water system due the work done previously on the City's water system which allows them to complete the Risk and Resilience Assessments more efficiently; and

**WHEREAS,** the competitive bidding process would require the City to disclose details of the City's water system to any responsible bidders; and

**WHEREAS,** engaging Hansen, Allen & Luce to complete the Risk and Resilience Assessments without going through a competitive bid process does not require the disclosure of the City's water system to any party that does not already have it; and

**WHEREAS,** to maintain confidentiality and efficiency, the South Jordan City Council finds it in the best interests of the City to authorize the procurement of the Risk and Resilience Assessments by the engineering firm Hansen, Allen & Luce.

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

**SECTION 1. South Jordan Purchasing Policy Exception §4. a. xi.** The City Council grants an exception to the City's Purchasing Policy for the procurement of the Risk and

Resilience Assessments by the engineering firm Hansen, Allen & Luce.

**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 _____, 2020 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:

Ryan W. Loose (Jun 11, 2020 08:47 MDT)
_____
Office of the City Attorney

I. PUBLIC HEARING: RESOLUTION R2020-43, AMENDING FINAL BUDGET FY 2019-20

**RESOLUTION R2020-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AMENDING THE FY 2019-20 BUDGET FOR SOUTH JORDAN CITY. THE APPROPRIATION AUTHORITY SHALL APPLY TO THE FISCAL YEAR ENDING JUNE 30, 2020.**

**WHEREAS,** the City Council wishes to amend the FY 2019-20 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 2019-20 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 16TH DAY OF JUNE, 2020 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|---|---|---|---|---|
| Patrick Harris | ____ | ____ | ____ | ____ |
| Bradley Marlor | ____ | ____ | ____ | ____ |
| Donald Shelton | ____ | ____ | ____ | ____ |
| Tamara Zander | ____ | ____ | ____ | ____ |
| Jason McGuire | ____ | ____ | ____ | ____ |

Mayor: _____ Attest: _____

Dawn R. Ramsey City Recorder

Approved as to form:

Ryan V. Loose (Jun 11, 2020 08:49 MDT)

Office of the City Attorney

City of South Jordan
State of Utah

FISCAL YEAR

# 2019-2020

# Final Amended Budget

www.sjc.utah.gov

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# Budget Letter

June 16, 2020

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

The final amended budget for the second half of fiscal year 2019-2020 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 and 2) most current revenue projections. The net effect of all the above changes resulted in an increase of total General Fund budget by $249,368. 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 $103,408 of reimbursable grants and donations.

| | |
|---|---|
| Public Safety Overtime Reimbursements | 28,458 |
| Other Public Safety Reimbursements | 10,750 |
| Other Donations | 1,200 |
| Transportation Improvement Reimbursement | 63,000 |
| **Total Change** | **103,408** |

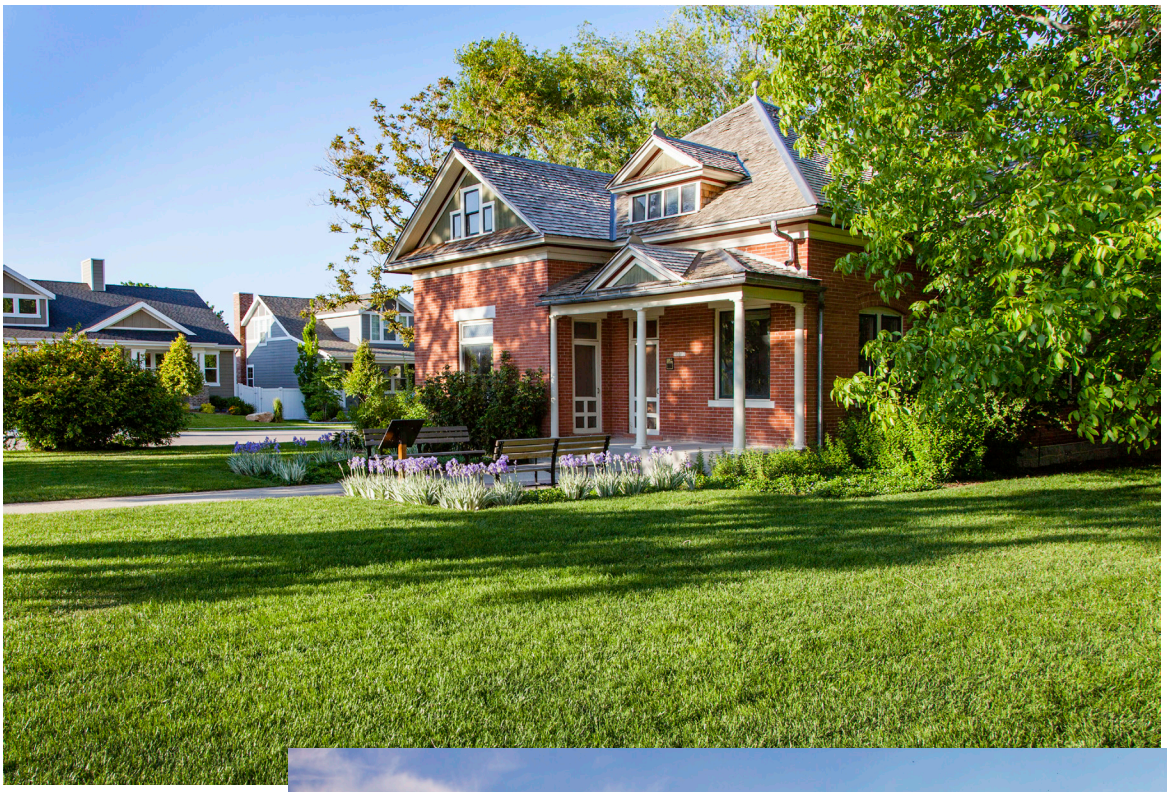
**Adjustments:** Building permit revenue adjusted $105,000 to cover increase cost of credit card fees. RMP connections fee adjusted $4,000 for power connections. After hours inspection fee adjusted $30,960 to cover Engineering inspector overtime. Ambulance transport revenue adjusted $6,000 to cover one-time purchase of uniforms for part-time paramedics.

**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,

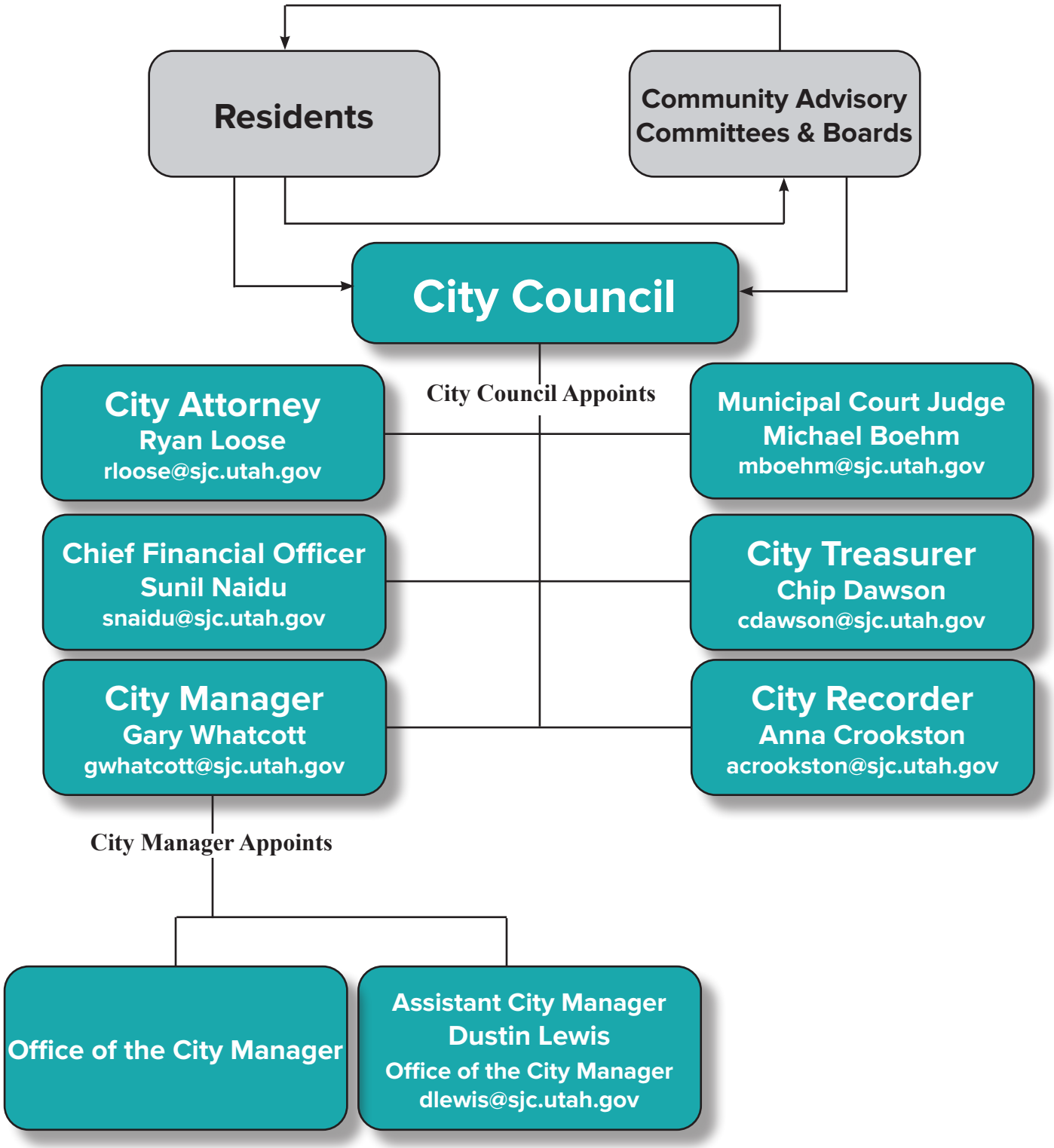
Sunil K. Naidu
CFO/Budget Officer

*South Jordan Aunt Mame's*

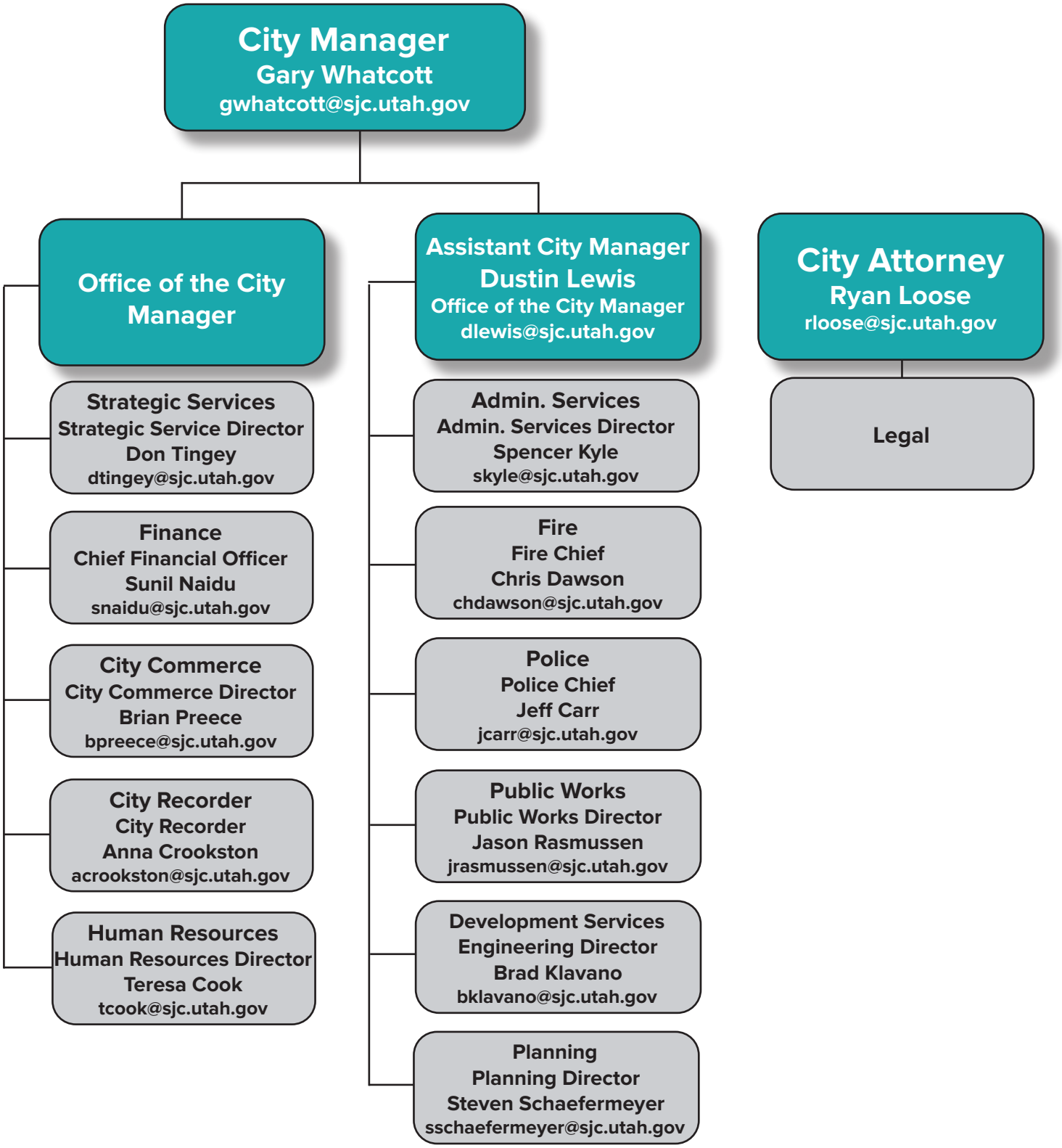


*South Jordan Fishing Ponds*

# Organization Chart



# Organization Chart



# General Fund Summary

| | Adopted Budget FY 19-20 | Amended Budget 1/21/2020 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **REVENUES** | | | | |
| Sales Taxes | $19,057,307 | $19,057,307 | ($1,175,000) | $17,882,307 |
| Property Taxes | 10,765,087 | 10,765,087 | 675,000 | 11,440,087 |
| Franchise Taxes | 4,538,031 | 4,538,031 | 0 | 4,538,031 |
| Transient Room Tax | 133,130 | 133,130 | 0 | $133,130 |
| Cable TV Fees | 464,733 | 464,733 | 0 | 464,733 |
| Motor Vehicle Fees | 860,627 | 860,627 | 0 | 860,627 |
| Penalties & Interest | 10,000 | 10,000 | 0 | 10,000 |
| Class C Road Funds | 2,758,706 | 2,758,706 | 0 | 2,758,706 |
| Licenses & Permits | 3,871,814 | 3,871,814 | 105,000 | 3,976,814 |
| Intergovernmental Revenues | 396,435 | 418,091 | 3,251 | 421,342 |
| Administration Fees | 3,072,113 | 3,072,113 | 0 | 3,072,113 |
| Charges for Services | 3,108,699 | 3,544,099 | 36,960 | 3,581,059 |
| Fines and Forfeitures | 564,374 | 564,374 | 0 | 564,374 |
| Miscellaneous Revenue | 562,500 | 592,133 | 604,157 | 1,196,290 |
| **Total General Fund Revenue** | **50,163,556** | **50,650,245** | **249,368** | **50,899,613** |
| **TRANSFERS IN AND USE OF FUND BALANCE** | | | | |
| Transfers In | 8,818 | 47,968 | 0 | 47,968 |
| Use of Fund Balance | 0 | 1,040,453 | 0 | 1,040,453 |
| **Total Transfers In and Use of Fund Balance** | **8,818** | **1,088,421** | **0** | **1,088,421** |
| **Total Rev, Trans in, and Use of Fund Balance** | **50,172,374** | **51,738,666** | **249,368** | **51,988,034** |
| **EXPENDITURES** | | | | |
| Wages and Benefits | 34,725,924 | 34,994,891 | 59,418 | 35,054,309 |
| Materials and Supplies | 1,599,851 | 1,651,011 | (8,858) | 1,642,153 |
| Operating Expenditures | 10,661,961 | 10,109,460 | 198,808 | 10,308,268 |
| **Total General Fund Expenditures** | **46,987,736** | **46,755,362** | **249,368** | **47,004,730** |
| **TRANSFERS OUT AND CONTRIBUTION TO FUND BALANCE** | | | | |
| Transfers Out | 3,184,638 | 4,983,304 | 0 | 4,983,304 |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out and Contribution to Fund Balance** | **3,184,638** | **4,983,304** | **0** | **4,983,304** |
| **Total Exp, Trans Out, and Cont to Fund Balance** | **50,172,374** | **51,738,666** | **249,368** | **51,988,034** |

**Notes to the General Fund Summary**

**Revenues -** Adjusted revenues and to account for miscellaneous revenue and grants.

**Expenditures -** Adjusted to account for misc. reimbursements and interdepartmental transfers.

# 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, 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.

# General Fund

## 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.

## 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.

### Emergency/Risk Management
Emergency/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
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.

# General Fund

**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.

**Recreation & Event Programs**
The Recreation & Event Programs 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.

# General Fund

**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.

**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 three stations, for FY 2019 the fire department is expected to respond to 5,900 calls for service. 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.

# General Fund

**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.

**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.

# General Fund

**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 corporations; it does not represent or provide legal services to individual citizens or businesses.

# General Fund, All Departments

| | Adopted Budget FY 19-20 | Amended Budget 1/21/2020 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Office of the City Manager** | | | | |
| **Executive** | | | | |
| Wages and Benefits | 1,297,582 | 1,297,582 | (114,000) | 1,183,582 |
| Materials and Supplies | 83,846 | 83,846 | 0 | 83,846 |
| Operating Expenditures | 241,462 | 241,462 | (20,000) | 221,462 |
| **Total Executive** | **1,622,890** | **1,622,890** | **(134,000)** | **1,488,890** |
| *$114,000 transferred to other departments for wage and benefit adjustments. $20,000 transferred to Class C for siewalk repair program. | | | | |
| **Human Resources** | | | | |
| Wages and Benefits | 466,686 | 466,686 | 15,000 | 481,686 |
| Materials and Supplies | 38,938 | 37,982 | (800) | 37,182 |
| Operating Expenditures | 97,161 | 109,855 | 800 | 110,655 |
| **Total Human Resources** | **602,785** | **614,523** | **15,000** | **629,523** |
| *$15,000 transferred from Executive for wage and benefit adjustments. | | | | |
| **Finance** | | | | |
| Wages and Benefits | 1,901,547 | 1,901,547 | 0 | 1,901,547 |
| Materials and Supplies | 265,175 | 265,175 | 0 | 265,175 |
| Operating Expenditures | 268,825 | 296,237 | 0 | 296,237 |
| **Total Finance** | **2,435,547** | **2,462,959** | **0** | **2,462,959** |
| **City Commerce & Sustainability** | | | | |
| Wages and Benefits | 278,612 | 278,612 | 9,000 | 287,612 |
| Materials and Supplies | 14,210 | 14,210 | 0 | 14,210 |
| Other Expenditures | 6,390 | 6,390 | 0 | 6,390 |
| **Total City Commerce & Sustainability** | **299,212** | **299,212** | **9,000** | **308,212** |
| *$9,000 transferred from Executive for wage and benefit adjustments. | | | | |
| **Recorder** | | | | |
| Wages and Benefits | 235,128 | 235,128 | 24,000 | 259,128 |
| Materials and Supplies | 31,050 | 31,050 | 0 | 31,050 |
| Operating Expenditures | 184,480 | 184,480 | 0 | 184,480 |
| **Total Recorder** | **450,658** | **450,658** | **24,000** | **474,658** |
| *$24,000 transferred from Executive for wage and benefit adjustments. | | | | |

# General Fund, All Departments

| | Adopted Budget FY 19-20 | Amended Budget 1/21/2020 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Office of the Assistant City Manager** | | | | |
| **Office of the Assistant City Manager** | | | | |
| Materials and Supplies | 17,963 | 17,963 | 0 | 17,963 |
| Operating Expenditures | 187,974 | 187,974 | 0 | 187,974 |
| **Total Office of the Assistant City Manager** | **205,937** | **205,937** | **0** | **205,937** |
| **Administrative Services** | | | | |
| **Administrative Services** | | | | |
| Wages and Benefits | 374,576 | 443,556 | 42,500 | 486,056 |
| Materials and Supplies | 8,800 | 8,800 | 0 | 8,800 |
| Operating Expenditures | 64,775 | 64,775 | 0 | 64,775 |
| **Total Administrative Services** | **448,151** | **517,131** | **42,500** | **559,631** |
| *$42,500 transferred from Rec/Event Programs for Associate Director position. | | | | |
| **Emergency & Risk Management** | | | | |
| Wages and Benefits | 224,043 | 224,043 | 6,500 | 230,543 |
| Materials and Supplies | 8,600 | 8,600 | 0 | 8,600 |
| Operating Expenditures | 599,346 | 599,346 | 0 | 599,346 |
| **Total Emergency & Risk Management** | **831,989** | **831,989** | **6,500** | **838,489** |
| *$6,500 transferred from Executive for wage and benefit adjustments. | | | | |
| **Communications/Media/Marketing** | | | | |
| Wages and Benefits | 268,976 | 268,976 | 20,500 | 289,476 |
| Materials and Supplies | 75,106 | 75,106 | 0 | 75,106 |
| Other Expenditures | 36,500 | 36,500 | 0 | 36,500 |
| **Total Communications/Media/Marketing** | **380,582** | **380,582** | **20,500** | **401,082** |
| *$20,500 transferred from Executive for wage and benefit adjustments. | | | | |
| **Information Services** | | | | |
| Wages and Benefits | 1,059,921 | 1,059,921 | 23,500 | 1,083,421 |
| Materials and Supplies | 19,540 | 19,540 | 0 | 19,540 |
| Operating Expenditures | 645,178 | 645,178 | 0 | 645,178 |
| **Total Information Services** | **1,724,639** | **1,724,639** | **23,500** | **1,748,139** |
| *$23,500 transferred from Executive for wage and benefit adjustments. | | | | |

# General Fund, All Departments

| | Adopted Budget FY 19-20 | Amended Budget 1/21/2020 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Court** | | | | |
| Wages and Benefits | 509.398 | 509.398 | 0 | 509,398 |
| Materials and Supplies | 17,559 | 17,559 | 0 | 17,559 |
| Operating Expenditures | 140,011 | 140,011 | 0 | 140,011 |
| **Total Court** | **666,968** | **666,968** | **0** | **666,968** |
| **Information Center** | | | | |
| Wages and Benefits | 391,481 | 391,481 | 11,500 | 402,981 |
| Materials and Supplies | 37,375 | 37,375 | 0 | 37,375 |
| Operating Expenditures | 1,600 | 1,600 | 0 | 1,600 |
| **Total Information Center** | **430,456** | **430,456** | **11,500** | **441,956** |
| *$11,500 transferred from Executive for wage and benefit adjustments. | | | | |
| **Recreation & Event Programs** | | | | |
| Wages and Benefits | 551,757 | 680,140 | (95,500) | 584,640 |
| Materials and Supplies | 12,115 | 12,115 | 0 | 12,115 |
| Operating Expenditures | 280,610 | 639,937 | 1,200 | 641,137 |
| **Total Recreation & Event Programs** | **844,482** | **1,332,192** | **(94,300)** | **1,237,892** |
| *$42,500 transferred to Admin Services for Associate Director position and $53,000 transferred to Seniors for two Community Center Assistants. $1,200 reimbursements for Youth Council Leadership Conference. | | | | |
| **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 | 834,606 | 888,736 | 0 | 888,736 |
| Materials and Supplies | 154,726 | 154,726 | 0 | 154,726 |
| Operating Expenditures | 409,165 | 409,165 | 0 | 409,165 |
| **Total Facilities** | **1,398,497** | **1,452,627** | **0** | **1,452,627** |

# General Fund, All Departments

| | Adopted Budget FY 19-20 | Amended Budget 1/21/2020 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Seniors** | | | | |
| Wages and Benefits | 245,930 | 245,930 | 53,000 | 298,930 |
| Materials and Supplies | 10,050 | 11,050 | 0 | 11,050 |
| Operating Expenditures | 48,510 | 48,510 | 0 | 48,510 |
| **Total Seniors** | **304,490** | **305,490** | **53,000** | **358,490** |
| *$53,000 transferred from Rec/Event Programs for two Community Center Assistants. | | | | |
| **Parks** | | | | |
| Wages and Benefits | 1,806,631 | 1,806,631 | 0 | 1,806,631 |
| Materials and Supplies | 211,431 | 192,863 | 0 | 192,863 |
| Operating Expenditures | 713,375 | 713,375 | 0 | 713,375 |
| **Total Parks** | **2,731,437** | **2,712,869** | **0** | **2,712,869** |
| **Development Services** | | | | |
| **Engineering** | | | | |
| Wages and Benefits | 2,183,071 | 2,183,071 | 30,960 | 2,214,031 |
| Materials and Supplies | 41,500 | 41,500 | 0 | 41,500 |
| Operating Expenditures | 156,550 | 188,231 | 4,000 | 192,231 |
| **Total Engineering** | **2,381,121** | **2,412,802** | **34,960** | **2,447,762** |
| *$30,960 for Inspector overtime reimbursements and $4,000 for RMP connections. | | | | |
| **Building** | | | | |
| Wages and Benefits | 1,433,184 | 1,433,184 | 0 | 1,433,184 |
| Materials and Supplies | 21,930 | 21,930 | 0 | 21,930 |
| Operating Expenditures | 165,360 | 165,360 | 105,000 | 270,360 |
| **Total Building** | **1,620,474** | **1,620,474** | **105,000** | **1,725,474** |
| *$105,000 for additional credit card transaction fees. | | | | |
| **Planning** | | | | |
| Wages and Benefits | 787,390 | 787,390 | 0 | 787,390 |
| Materials and Supplies | 18,218 | 18,218 | 0 | 18,218 |
| Operating Expenditures | 21,664 | 21,664 | 0 | 21,664 |
| **Total Planning** | **827,727** | **827,272** | **0** | **827,272** |

# General Fund, All Departments

| | Adopted Budget FY 19-20 | Amended Budget 1/21/2020 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Fire Services** | | | | |
| **Fire** | | | | |
| Wages and Benefits | 7,243,908 | 7,257,528 | 8,291 | 7,265,819 |
| Materials and Supplies | 107,525 | 121,183 | 6,404 | 127,587 |
| Operating Expenditures | 413,000 | 413,000 | 2,847 | 415,847 |
| **Total Fire** | **7,764,433** | **7,791,711** | **17,542** | **7,809,253** |
| *$8,291 for EMS standby reimbursements. $3,251 for SHSP Grant reimbursement. $6,000 for uniforms for PT Paramedics. | | | | |
| **Police Services** | | | | |
| **Police** | | | | |
| Wages and Benefits | 8,419,878 | 8,423,732 | 13,167 | 8,436,899 |
| Materials and Supplies | 153,401 | 177,077 | 7,499 | 184,576 |
| Operating Expenditures | 523,947 | 788,079 | 0 | 788,079 |
| **Total Police** | **9,097,226** | **9,388,888** | **20,666** | **9,409,554** |
| *$20,167 for overtime reimbursements. $7,000 transferred to Animal Control for wage and benefit adjustments. $7,499 for body camera reimbursement. | | | | |
| **Animal Control** | | | | |
| Wages and Benefits | 223,635 | 223,635 | 7,000 | 230,635 |
| Materials and Supplies | 6,432 | 6,432 | 0 | 6,432 |
| Operating Expenditures | 13,036 | 13,036 | 0 | 13,036 |
| **Total Animal Control** | **243,103** | **243,103** | **7,000** | **250,103** |
| *$7,000 transferred from Police for wage and benefit adjustments. | | | | |
| **Public Works** | | | | |
| **Public Works Admin** | | | | |
| Wages and Benefits | 720,620 | 720,620 | 0 | 720,620 |
| Materials and Supplies | 18,620 | 18,620 | 0 | 18,620 |
| Operating Expenditures | 35,342 | 35,342 | 0 | 35,342 |
| **Total Public Works Admin** | **774,582** | **774,582** | **0** | **774,582** |

# General Fund, All Departments

| | Adopted Budget FY 19-20 | Amended Budget 1/21/2020 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Fleet** | | | | |
| Wages and Benefits | 502,725 | 502,725 | 1,000 | 503,725 |
| Materials and Supplies | 23,750 | 23,750 | 0 | 23,750 |
| Operating Expenditures | 2,095,090 | 766,880 | 0 | 766,880 |
| **Total Fleet** | **2,621,565** | **1,293,355** | **1,000** | **1,294,355** |
| *$1,000 transferred from Executive for wage and benefit adjustments. | | | | |
| **Cemetery** | | | | |
| Wages and Benefits | 245,645 | 245,645 | 3,000 | 248,465 |
| Materials and Supplies | 34,807 | 34,807 | (15,000) | 19,807 |
| Operating Expenditures | 24,320 | 24,320 | 15,000 | 39,320 |
| **Total Cemetery** | **304,592** | **304,592** | **3,000** | **307,592** |
| *$3,000 transferred from Executive for wage and benefit adjustments. | | | | |
| **Streetlighting** | | | | |
| Wages and Benefits | 255,872 | 255,872 | 0 | 255,872 |
| Materials and Supplies | 62,325 | 62,325 | (7,561) | 54,764 |
| Operating Expenditures | 47,194 | 47,194 | 6,061 | 53,255 |
| **Total Streetlighting** | **365,391** | **365,391** | **(1,500)** | **363,891** |
| *$1,500 transferred to Streets for training. | | | | |
| **Streets** | | | | |
| Wages and Benefits | 1,260,749 | 1,260,749 | 0 | 1,260,749 |
| Materials and Supplies | 63,948 | 96,298 | 600 | 96,898 |
| Operating Expenditures | 269,398 | 272,416 | 900 | 273,316 |
| **Total Streets** | **1,594,095** | **1,629,463** | **1,500** | **1,630,963** |
| $1,500 transferred from Streetlighting for training. | | | | |
| **Class C Road Funds** | | | | |
| Operating Expenditures | 2,758,706 | 2,816,151 | 63,000 | 2,879,151 |
| **Total Class C Road Funds** | **2,758,706** | **2,816,151** | **63,000** | **2,879,151** |
| *$63,000 reimbursement from South Valley Sewer for overlay project. $20,000 tranferred from Executive for sidewalk reapir program. | | | | |

# General Fund, All Departments

| | Adopted Budget FY 19-20 | Amended Budget 1/21/2020 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Office of the City Attorney** | | | | |
| Office of the City Attorney | | | | |
| Wages and Benefits | 1,002,553 | 1,002,553 | 0 | 1,002,553 |
| Materials and Supplies | 36,691 | 36,691 | 0 | 36,691 |
| Other Expenditures | 174,530 | 194,530 | 0 | 194,530 |
| **Office of the City Attorney** | **1,213,774** | **1,233,774** | **0** | **1,233,774** |
| **Total General Fund All Departments** | **46,987,736** | **46,755,362** | **249,368** | **47,004,730** |

# 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 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Project #1 Towers Increment | 415,000 | 415,000 | $0 | $415,000 |
| Project #2 Harmons | 350,000 | 350,000 | 0 | 350,000 |
| Project #6 South I-15 Frontage | 400,000 | 400,000 | 0 | 400,000 |
| Project #7 North Jordan Gateway Increment | 550,000 | 550,000 | 0 | 550,000 |
| Project #8 South Towne Center Increment | 240,000 | 240,000 | 0 | 240,000 |
| Project #10 South Bangerter | 1,400,000 | 1,400,000 | 0 | 1,400,000 |
| Project #11 Merit Medical | 900,000 | 900,000 | 0 | 900,000 |
| Admin. Fee - CDA | 120,000 | 120,000 | 0 | 120,000 |
| **Total Revenues** | **4,375,000** | **4,375,000** | **0** | **4,375,000** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Use of Fund Balance | 1,378,968 | 1,378,968 | 0 | 1,378,968 |
| **Total Trans From Other Funds** | **1,378,968** | **1,378,968** | **0** | **1,378,968** |
| | | | | |
| **Total Revenues and Transfers** | **5,753,968** | **5,753,968** | **0** | **5,753,968** |
| | | | | |
| **Operating Expenditures** | | | | |
| Materials and Supplies | 79,075 | 79,075 | 0 | 79,075 |
| Operating Expenditures | 450,273 | 450,273 | 0 | 450,273 |
| Debt Service | 793,950 | 793,950 | 0 | 793,950 |
| Trustee Fees | 1,813 | 1,813 | 0 | 1,813 |
| **Total Operating Expenditures** | **1,325,111** | **1,325,111** | **0** | **1,325,111** |
| | | | | |
| **Project Expenditures** | | | | |
| Tax Increment Commitments | 1,600,000 | 1,600,000 | 0 | 1,600,000 |
| **Total Project Expenditures** | **1,600,000** | **1,600,000** | **0** | **1,600,000** |

# Special Revenue, Redevelopment Agency

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Transfers Out** | | | | |
| Transfer to General Debt Service Fund | 768,325 | 768,325 | 0 | 768,325 |
| Transfer to CDA | 125,000 | 125,000 | 0 | 125,000 |
| Transfer to Debt Service SID | 1,214,000 | 1,214,000 | 0 | 1,214,000 |
| Transfer to MBA | 721,513 | 721,513 | 0 | 721,513 |
| Transfer to General Fund | 19 | 19 | 0 | 19 |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **2,828,857** | **2,828,857** | **0** | **2,828,857** |
| | | | | |
| **Total Expenditures** | **5,753,968** | **5,753,968** | **0** | **5,753,968** |

**Notes to Redevelopment Agency Fund**

No changes.

# Special Revenue, RDA Housing

| | Adopted Budget FY 19-20 | Amended Budget 1/21/2020 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Housing Revenue | 950,000 | 950,000 | $0 | $950,000 |
| **Total Revenues** | **950,000** | **950,000** | **0** | **950,000** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Use of Fund Balance | 0 | 0 | 2,400,000 | 2,400,000 |
| **Total Trans From Other Funds** | **0** | **0** | **2,400,000** | **2,400,000** |
| | | | | |
| **Total Revenues and Transfers** | **950,000** | **950,000** | **2,400,000** | **3,350,000** |
| | | | | |
| **Operating Expenditures** | | | | |
| Debt Service | 301,154 | 301,154 | 0 | 301,154 |
| Trustee Fees | 187 | 187 | 0 | 187 |
| **Total Operating Expenditures** | **301,341** | **301,341** | **0** | **301,341** |
| | | | | |
| **Project Expenditures** | | | | |
| Housing Program | 0 | 0 | 2,400,000 | 2,400,000 |
| **Total Project Expenditures** | **0** | **0** | **2,400,000** | **2,400,000** |
| | | | | |
| **Transfers Out** | | | | |
| Contribution to Fund Balance | 648,659 | 648,659 | 0 | 648,659 |
| **Total Transfers Out** | **648,659** | **648,659** | **0** | **648,659** |
| | | | | |
| **Total Expenditures** | **950,000** | **950,000** | **2,400,000** | **3,350,000** |

**Notes to Redevelopment Housing Fund**

*$2,400,000 for housing down payment and housing rehabilitation programs.

# Special Revenue, CDA

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Project#12 Commerce Park | 5,500,000 | 5,500,000 | $0 | $5,500,000 |
| Project#13 South Station | 1,200,000 | 1,200,000 | 0 | 1,200,000 |
| **Total Revenues** | **6,700,000** | **6,700,000** | **0** | **6,700,000** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Transfer from RDA | 125,000 | 125,000 | 0 | 125,000 |
| Use of Fund Balance | 420,000 | 420,000 | 180,000 | 600,000 |
| **Total Trans From Other Funds** | **545,000** | **545,000** | **180,000** | **725,000** |
| | | | | |
| **Total Revenues and Transfers** | **7,245,000** | **7,245,000** | **180,000** | **7,425,000** |
| | | | | |
| **Operating Expenditures** | | | | |
| Operating Expenditures | 120,000 | 120,000 | 0 | 120,000 |
| Infrastructure Maintenance | 1,200,000 | 1,200,000 | 180,000 | 1,080,000 |
| **Total Operating Expenditures** | **1,320,000** | **1,320,000** | **180,000** | **1,200,000** |
| | | | | |
| **Project Expenditures** | | | | |
| Tax Increment Commitments | 5,925,000 | 5,925,000 | 0 | 5,925,000 |
| **Total Project Expenditures** | **5,925,000** | **5,925,000** | **0** | **5,925,000** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to Capital Equipment | 0 | 300,000 | 0 | 300,000 |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **0** | **300,000** | **0** | **300,000** |
| | | | | |
| **Total Expenditures** | **7,245,000** | **7,245,000** | **180,000** | **7,425,000** |

**Notes to CDA Fund**

*$180,000 for Daybreak infrastructure projects.

# Special Revenue, CDBG

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| CDBG Grant | 228,033 | 241,317 | $358,651 | $599,968 |
| **Total Revenues** | **228,033** | **241,317** | **358,651** | **599,968** |
| | | | | |
| **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** | **228,033** | **241,317** | **358,651** | **599,968** |
| | | | | |
| **Operating Expenditures** | | | | |
| Wages and Benefits | 8,924 | 12,765 | 18,398 | 31,163 |
| Public Facilities | 150,033 | 158,263 | 181,898 | 340,161 |
| The Road Home | 5,000 | 6,000 | 0 | 6,000 |
| South Valley Sanctuary | 4,500 | 6,000 | 10,000 | 16,000 |
| Legal Aid Society of Utah | 3,000 | 3,000 | 1,800 | 4,800 |
| ASSIST | 0 | 0 | 10,000 | 10,000 |
| Community Health Clinic | 0 | 9,054 | 0 | 9,054 |
| Inn Between | 8,500 | 5,000 | 0 | 5,000 |
| Utah Community Action Copperview | 2,500 | 4,500 | 15,871 | 20,371 |
| Roseman University Health Clinic | 3,500 | 0 | 0 | 0 |
| Utah Community Action Case Management | 7,000 | 5,500 | 0 | 5,500 |
| Administrative Charges | 35,076 | 31,235 | 10,000 | 41,235 |
| Business Grants | 0 | 0 | 110,684 | 110,684 |
| **Total Operating Expenditures** | **228,033** | **241,317** | **658,651** | **599,968** |
| | | | | |
| **Transfers Out** | | | | |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **0** | **0** | **0** | **0** |
| | | | | |
| **Total Expenditures** | **228,033** | **241,317** | **358,651** | **599,968** |

**Notes to CDBG Fund**

*Adjusted to reflect actual allocation.

# Special Revenue, Storm Water

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Storm Water Fees | 2,119,500 | 2,119,500 | 0 | 2,119,500 |
| Investment Earnings | 36,000 | 36,000 | 0 | 36,000 |
| Other Miscellaneous | 750 | 2,990 | 0 | 2,990 |
| **Total Revenues** | **2,156,250** | **2,158,490** | **0** | **2,158,490** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Use of Fund Balance | 0 | 1,011,102 | 0 | 1,011,102 |
| **Total Trans From Other Funds** | **0** | **1,011,102** | **0** | **1,011,102** |
| | | | | |
| **Total Revenues and Transfers** | **2,156,250** | **3,169,592** | **0** | **3,169,592** |
| | | | | |
| **Operating Expenditures** | | | | |
| Employee Wages and Benefits | 964,946 | 978,686 | 0 | 978,686 |
| Materials and Supplies | 82,800 | 85,040 | 8,325 | 93,365 |
| Operating Expenditures | 568,531 | 568,531 | (8,325) | 560,206 |
| **Total Operating Expenditures** | **1,616,277** | **1,632,257** | **0** | **1,632,257** |
| | | | | |
| **Project Expenditures** | | | | |
| Capital Expenditures | 70,000 | 146,102 | (60,000) | 86,102 |
| **Total Project Expenditures** | **70,000** | **146,102** | **(60,000)** | **86,102** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to General Fund | 2,941 | 2,941 | 0 | 2,941 |
| Transfer to General CIP | 437,500 | 1,197,500 | 60,000 | 1,257,500 |
| Transfer to Water CIP | 0 | 175,000 | 0 | 175,000 |
| Contribution to Fund Balance | 29,532 | 15,792 | 0 | 15,792 |
| **Total Transfers Out** | **469,973** | **1,391,233** | **60,000** | **1,451,233** |
| | | | | |
| **Total Expenditures** | **2,156,250** | **3,169,592** | **0** | **3,169,592** |

**Notes to Storm Drain Fund**

*$60,000 transferred to Millerton Drive project.

# Special Revenue, Fitness Center

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Membership Revenues | 585,000 | 585,000 | $0 | $585,000 |
| Day Pass Revenues | 240,000 | 240,000 | 0 | 240,000 |
| Silver Sneakers | 60,000 | 60,000 | 0 | 60,000 |
| Silver & Fit | 20,000 | 20,000 | 0 | 20,000 |
| Day Care | 15,000 | 15,000 | 0 | 15,000 |
| Aquatic Programs | 50,000 | 50,000 | 0 | 50,000 |
| Adult Programs | 9,500 | 9,500 | 0 | 9,500 |
| Recreation Revenue | 480,000 | 153,600 | 0 | 153,600 |
| Camp Programs | 102,000 | 102,000 | 0 | 102,000 |
| Concessions Revenue | 35,000 | 0 | 0 | 0 |
| Vending Revenues | 25,000 | 25,000 | 0 | 25,000 |
| Pro Shop | 4,000 | 4,000 | 0 | 4,000 |
| Outside Organizations | 30,000 | 0 | 0 | 0 |
| Room Rental | 40,000 | 40,000 | 0 | 40,000 |
| SoJo Marathon Revenue | 30,000 | 0 | 0 | 0 |
| Other Miscellaneous | 14,000 | 0 | 0 | 0 |
| **Total Revenues** | **1,739,500** | **1,304,100** | **0** | **1,304,100** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Use of Fund Balance | 107,245 | 107,245 | 150,000 | 257,245 |
| **Total Trans From Other Funds** | **107,245** | **107,245** | **150,000** | **257,245** |
| | | | | |
| **Total Revenues and Transfers** | **1,846,745** | **1,411,345** | **150,000** | **1,561,345** |
| | | | | |
| **Operating Expenditures** | | | | |
| Employee Wages and Benefits | 974,618 | 723,125 | 0 | 723,125 |
| Materials and Supplies | 438,750 | 214,350 | 0 | 214,350 |
| Operating Expenditures | 432,428 | 352,628 | 150,000 | 502,628 |
| **Total Operating Expenditures** | **1,845,796** | **1,290,103** | **150,000** | **1,440,103** |

# Special Revenue, Fitness Center

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Transfers Out** | | | | |
| Transfer to Risk Management | 949 | 949 | 0 | 949 |
| Contribution to Fund Balance | 0 | 120,293 | 0 | 120,293 |
| **Total Transfers Out** | **949** | **121,242** | **0** | **121,242** |
| **Total Expenditures** | **1,846,745** | **1,411,345** | **150,000** | **1,561,345** |

**Notes to Fitness Center Fund**

*$150,000 for Salt Lake County payment.

# Enterpise 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 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Water Sales - Base Rate | 7,359,152 | 7,359,152 | $0 | $7,359,152 |
| Water Sales - Consumption | 10,840,848 | 10,840,848 | 0 | 10,840,848 |
| Finance Charges | 204,000 | 204,000 | 0 | 204,000 |
| Investment Earnings | 200,000 | 200,000 | 0 | 200,000 |
| Grants/Donations | 0 | 6,551 | 2,547 | 9,098 |
| Water Meter Sets | 250,000 | 250,000 | 0 | 250,000 |
| Hydrant Meter Rental Income | 50,000 | 50,000 | 0 | 50,000 |
| Commercial/Landscape Meters | 15,000 | 15,000 | 0 | 15,000 |
| Sale of Capital Assets | 2,700 | 2,700 | 0 | 2,700 |
| **Total Revenues** | **18,921,700** | **18,928,251** | **2,547** | **18,930,798** |
| **Transfer From Other Funds** | | | | |
| Transfer from Water Impact Fees | 2,480,225 | 2,480,225 | 0 | 2,480,225 |
| Use of Fund Balance | 4,691,884 | 5,171,884 | 2,280,033 | 7,451,917 |
| **Total Trans From Other Funds** | **1,172,109** | **7,652,109** | **2,280,033** | **9,932,142** |
| **Total Revenues and Transfers** | **26,093,809** | **26,580,360** | **2,282,580** | **28,862,940** |
| **Operating Expenditures** | | | | |
| Employee Wages and Benefits | 1,521,137 | 1,521,137 | 0 | 1,521,137 |
| Materials and Supplies | 96,342 | 96,342 | (5,500) | 90,842 |
| Operating Expenditures | 11,676,594 | 11,813,145 | 8,047 | 11,821,192 |
| Debt Expenditures | 3,387,954 | 3,387,954 | (907,729) | 2,480,225 |
| Trustee Fees | 3,000 | 3,000 | 0 | 3,000 |
| Arbitrage Compliance | 3,325 | 3,325 | 0 | 3,325 |
| **Total Operating Expenditures** | **16,688,352** | **16,824,903** | **(905,182)** | **15,919,721** |
| Transfers Out | | | | |
| Transfer to Risk Management | 2,957 | 2,957 | 0 | 2,957 |
| Transfer to Water CIP General | 9,215,000 | 9,565,000 | 2,280,033 | 11,845,033 |
| Transfer to General CIP | 187,500 | 187,500 | 0 | 187,500 |
| Contribution to Fund Balance | 0 | 0 | 907,729 | 907,729 |
| **Total Transfers Out** | **9,405,457** | **9,755,457** | **3,187,762** | **12,943,219** |
| **Total Expenditures** | **26,093,809** | **26,580,360** | **2,282,580** | **28,862,940** |

**Notes to Water Fund**

*$2,547 for Jordan Valley Water member grant. $907,729 reduction in 2009 Water Bond payment. $2,280,033 transferred to Water CIP for 10200 S Irrigation project.

# Enterprise Fund, Water CIP

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Water Impact Fees | 1,200,000 | 1,200,000 | $0 | $1,200,000 |
| **Total Revenues** | **1,200,000** | **1,200,000** | **1,200,000** | **1,200,000** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Transfer from Water Operations | 9,215,000 | 9,565,000 | 2,280,033 | 11,845,033 |
| Transfer from Secondary Water | 715,000 | 890,000 | 0 | 890,000 |
| Transfer from General CIP | 0 | 1,600,000 | 0 | 1,600,000 |
| Transfer from Storm Water | 0 | 175,000 | 0 | 175,000 |
| Water Impact Fee Fund Balance | 2,480,225 | 2,480,225 | 0 | 2,480,225 |
| Use of Fund Balance | 0 | 7,479,363 | 0 | 7,479,363 |
| **Total Trans From Other Funds** | **12,410,225** | **22,189,588** | **2,280,033** | **24,469,621** |
| | | | | |
| **Total Revenues and Transfers** | **13,610,225** | **23,389,588** | **2,280,033** | **25,669,621** |
| | | | | |
| **Project Expenditures** | | | | |
| Water Projects | 9,215,000 | 17,823,891 | 0 | 17,823,891 |
| Secondary Water Projects | 715,000 | 1,885,472 | 2,280,033 | 4,165,505 |
| **Total Project Expenditures** | **9,930,000** | **19,709,363** | **2,280,033** | **21,989,396** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to Water Operations | 2,480,225 | 2,480,225 | 0 | 2,480,225 |
| Contribution to Fund Balance | 1,200,000 | 1,200,000 | 0 | 1,200,000 |
| **Total Transfers Out** | **3,680,225** | **3,680,225** | **0** | **3,680,225** |
| | | | | |
| **Total Expenditures** | **13,610,225** | **23,389,588** | **2,280,033** | **25,669,621** |

**Notes to Water CIP Fund**

*$2,280,033 transferred from Water for 10200 S Irrigation project.

# Enterprise Fund, Secondary Water

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Irrigation Water Sales | 740,000 | 740,000 | $0 | $740,000 |
| **Total Revenues** | **740,000** | **740,000** | **0** | **740,000** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Use of Fund Balance | 833,862 | 1,008,862 | 0 | 1,008,862 |
| **Total Trans From Other Funds** | **833,862** | **1,008,862** | **0** | **1,008,862** |
| | | | | |
| **Total Revenues and Transfers** | **1,573,862** | **1,748,862** | **0** | **1,748,862** |
| | | | | |
| **Operating Expenditures** | | | | |
| Employee Wages and Benefits | 289,676 | 289,676 | 0 | 289,676 |
| Materials and Supplies | 17,295 | 17,295 | (1,662) | 15,633 |
| Operating Expenditures | 550,680 | 550,680 | 1,662 | 552,342 |
| **Total Operating Expenditures** | **857,651** | **857,651** | **0** | **857,651** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to Risk Management | 1,211 | 1,211 | 0 | 1,211 |
| Transfer to Water CIP | 715,000 | 890,000 | 0 | 890,000 |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **716,211** | **891,211** | **0** | **891,211** |
| | | | | |
| **Total Expenditures** | **1,573,862** | **1,748,862** | **0** | **1,748,862** |

**Notes to Secondary Water Fund**

No changes.

# Enterprise Fund, Sanitation

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **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 | 133,017 | 133,017 | 0 | 133,017 |
| **Total Trans From Other Funds** | **133,017** | **133,017** | **0** | **133,017** |
| | | | | |
| **Total Revenues and Transfers** | **2,746,931** | **2,746,931** | **0** | **2,746,931** |
| | | | | |
| **Operating Expenditures** | | | | |
| Employee Wages and Benefits | 316,285 | 316,285 | 0 | 316,285 |
| Materials and Supplies | 100,000 | 100,000 | 6,800 | 106,800 |
| Operating Expenditures | 2,142,874 | 2,142,874 | (6,800) | 2,136,074 |
| **Total Operating Expenditures** | **2,559,159** | **2,559,159** | **0** | **2,559,159** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to Risk Management | 272 | 272 | 0 | 272 |
| Transfer to General CIP | 187,500 | 187,500 | 0 | 187,500 |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **187,772** | **187,772** | **0** | **187,772** |
| | | | | |
| **Total Expenditures** | **2,746,931** | **2,746,931** | **0** | **2,746,931** |

**Notes to Sanitation Fund**

Interdepartmental transfer.

# Enterprise Fund, Recycling

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jul-Dec Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Garbage Fees | 953,138 | 953,138 | $0 | $953,138 |
| **Total Revenues** | **953,138** | **953,138** | **0** | **953,138** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Use of Fund Balance | 358,674 | 358,674 | 0 | 358,674 |
| **Total Trans From Other Funds** | **358,674** | **358,674** | **0** | **358,674** |
| | | | | |
| **Total Revenues and Transfers** | **1,311,812** | **1,311,812** | **0** | **1,311,812** |
| | | | | |
| **Operating Expenditures** | | | | |
| Materials and Supplies | 70,000 | 70,000 | 2,000 | 72,000 |
| Operating Expenditures | 1,241,812 | 1,241,812 | (2,000) | 1,239,812 |
| **Total Operating Expenditures** | **1,311,812** | **1,311,812** | **0** | **1,311,812** |
| | | | | |
| **Transfers Out** | | | | |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **0** | **0** | **0** | **0** |
| | | | | |
| **Total Expenditures** | **1,311,812** | **1,311,812** | **0** | **1,311,812** |

**Notes to Recycling Fund**

Interdepartmental transfers.

# Enterprise Fund, Mulligans

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Instructor Fees | 51,000 | 51,000 | (29,299) | 21,701 |
| Driving Range | 350,000 | 350,000 | 36,145 | 386,145 |
| Greens Fees | 196,000 | 196,000 | 33,759 | 229,759 |
| Miniature Golf | 365,000 | 365,000 | (135,662) | 229,338 |
| Golf Cart Rental | 76,000 | 76,000 | 6,556 | 82,556 |
| Batting Cages | 152,000 | 152,000 | (72,690) | 79,310 |
| Food & Beverages | 55,000 | 55,000 | (10,814) | 44,186 |
| Pro Shop | 41,000 | 41,000 | (16,796) | 24,204 |
| Rental Revenue | 15,000 | 15,000 | (6,509) | 8,491 |
| **Total Revenues** | **1,301,000** | **1,301,000** | **(195,310)** | **1,105,690** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Use of Fund Balance | 0 | 76,599 | 19,527 | 96,126 |
| **Total Trans From Other Funds** | **0** | **76,599** | **19,527** | **96,126** |
| | | | | |
| **Total Revenues and Transfers** | **1,301,000** | **1,377,599** | **(175,783)** | **1,201,816** |
| | | | | |
| **Operating Expenditures** | | | | |
| Employee Wages and Benefits | 499,827 | 499,827 | 0 | 499,827 |
| Materials and Supplies | 54,900 | 54,900 | 0 | 54,900 |
| Operating Expenditures | 375,021 | 375,021 | 0 | 375,021 |
| Capital Expenditures | 195,000 | 271,599 | 0 | 271,599 |
| **Total Operating Expenditures** | **1,124,748** | **1,201,347** | **0** | **1,201,347** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to Risk Management | 469 | 469 | 0 | 469 |
| Contribution to Fund Balance | 175,783 | 175,783 | (175,783) | 0 |
| **Total Transfers Out** | **176,252** | **176,252** | **(175,783)** | **469** |
| | | | | |
| **Total Expenditures** | **1,301,000** | **1,377,599** | **(175,783)** | **1,201,816** |

**Notes to Mulligans Fund**

*Adjsuted revenues due to closures.

# 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 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Investment Earnings | 6,500 | 6,500 | $0 | $6,500 |
| **Total Revenues** | **6,500** | **6,500** | **0** | **6,500** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Transfer from General Fund | 1,384,638 | 1,384,638 | 0 | 1,384,638 |
| Transfer from Road Impact Fees | 150,437 | 150,437 | 0 | 150,437 |
| Transfer from Fire Impact Fee | 151,159 | 151,159 | 0 | 151,159 |
| Transfer from Police Impact Fees | 208,055 | 208,055 | 0 | 208,055 |
| Transfer from RDA | 768,325 | 768,325 | 0 | 768,325 |
| Transfer from CP Bond Proceeds | 0 | 0 | 3,411,045 | 3,411,045 |
| Use of Fund Balance | 0 | 0 | 318,450 | 318,450 |
| **Total Trans From Other Funds** | **2,662,614** | **2,662,614** | **3,729,495** | **6,392,109** |
| | | | | |
| **Total Revenues and Transfers** | **2,669,114** | **2,669,114** | **3,729,495** | **6,398,609** |
| | | | | |
| **Operating Expenditures** | | | | |
| Principal on Long-Term Debt | 1,559,964 | 1,548,226 | 3,410,000 | 4,958,226 |
| Interest on Long-Term Debt | 1,098,750 | 1,098,750 | 319,495 | 1,418,245 |
| Trustee Fees | 6,500 | 6,500 | 0 | 6,500 |
| Arbitrage Compliance | 3,900 | 3,900 | 0 | 3,900 |
| **Total Operating Expenditures** | **2,669,114** | **2,657,376** | **3,729,495** | **6,386,871** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to General Fund | 0 | 11,738 | 0 | 11,738 |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **0** | **11,738** | **0** | **11,738** |
| | | | | |
| **Total Expenditures** | **2,669,114** | **2,669,114** | **3,729,495** | **6,398,609** |

**Notes to Debt Service Fund**

*3,729,495 for 08 and 19 Sales Tax Bond payments.

# Debt Service, SID Bond

| | Adopted Budget FY 19-20 | Amended Budget Budget | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Special Assessments | 2,153,675 | 2,153,675 | $0 | $2,153,675 |
| Investment Earnings | 1,750 | 1,750 | 0 | 1,750 |
| **Total Revenues** | **2,155,425** | **2,155,425** | **0** | **2,155,425** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Transfer from RDA | 1,214,000 | 1,214,000 | 0 | 1,214,000 |
| Use of Fund Balance | 0 | 27,412 | 1,620,000 | 1,647,412 |
| **Total Trans From Other Funds** | **1,214,000** | **1,241,412** | **1,620,000** | **2,861,412** |
| | | | | |
| **Total Revenues and Transfers** | **3,369,425** | **3,396,837** | **1,620,000** | **5,016,837** |
| | | | | |
| **Operating Expenditures** | | | | |
| Principal on Bonds | 1,895,000 | 1,895,000 | 1,620,000 | 3,515,000 |
| Bond Interest Payment | 1,472,675 | 1,472,675 | 0 | 1,472,675 |
| Trustee Fees | 1,750 | 1,750 | 0 | 1,750 |
| **Total Operating Expenditures** | **3,369,425** | **3,369,425** | **1,620,000** | **4,989,425** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to General Fund | 0 | 27,412 | 0 | 27,412 |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **0** | **27,412** | **0** | **27,412** |
| | | | | |
| **Total Expenditures** | **3,369,425** | **3,396,837** | **1,620,000** | **5,016,837** |

**Notes to SID Bond Debt Service Fund**

*$1,620,000 for 16 SSA Bond payment.

# Debt Service, MBA

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **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 | 721,513 | 721,513 | 0 | 721,513 |
| Use of Fund Balance | 0 | 0 | 0 | 0 |
| **Total Trans From Other Funds** | **721,513** | **721,513** | **0** | **721,513** |
| | | | | |
| **Total Revenues and Transfers** | **723,263** | **723,263** | **0** | **723,263** |
| | | | | |
| **Operating Expenditures** | | | | |
| Principal on Bonds | 625,000 | 625,000 | 0 | 625,000 |
| Bond Interest Payment | 96,513 | 96,513 | 0 | 96,513 |
| Trustee Fees | 1,750 | 1,750 | 0 | 1,750 |
| **Total Operating Expenditures** | **723,263** | **723,263** | **0** | **723,263** |
| | | | | |
| **Transfers Out** | | | | |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **0** | **0** | **0** | **0** |
| | | | | |
| **Total Expenditures** | **723,263** | **723,263** | **0** | **723,263** |

**Notes to Municipal Building Authority 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 for the 2015 RDA Bond and the 2016 Special Assessment Bond.

# Capital Projects, Infrastructure Maintenance

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Road Impact Fees | 550,000 | 550,000 | $0 | $550,000 |
| Park Impact Fees | 720,000 | 720,000 | 5,420 | 725,420 |
| Storm Drain Impact Fees | 325,000 | 325,000 | 0 | 325,000 |
| Fire Impact Fees | 150,000 | 150,000 | 0 | 150,000 |
| Police Impact Fees | 150,000 | 150,000 | 0 | 150,000 |
| Investment Earnings | 150,850 | 150,850 | 0 | 150,850 |
| Other Donations/Reimbursements | 0 | 773,663 | 596,606 | 1,370,269 |
| Miscellaneous Revenue | 0 | 50,634 | 0 | 50,634 |
| **Total Revenues** | **2,045,850** | **2,870,147** | **602,026** | **3,472,173** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Transfer from General Fund | 537,500 | 972,956 | 0 | 972,956 |
| Transfer from General CIP Maint | 0 | 21,545 | 279,636 | 301,181 |
| Transfer from Storm Drain | 437,500 | 1,197,500 | 60,000 | 1,257,500 |
| Transfer from Sanitation | 187,500 | 187,500 | 0 | 187,500 |
| Transfer from Water | 187,500 | 187,500 | 0 | 187,500 |
| Transfer from Park Impact Fees | 2,000,000 | 2,000,000 | 0 | 2,000,000 |
| Transfer from Road Impact Fees | 0 | 0 | 500,000 | 500,000 |
| Park Impact Fee Use of Fund Balance | 2,240,000 | 6,841,828 | 12,345 | 6,854,173 |
| Storm Drain Impact Fee Use of Fund Balance | 0 | 374,000 | 0 | 374,000 |
| Road Impact Fee Use of Fund Balance | 490,437 | 1,393,942 | 0 | 1,393,942 |
| Fire Impact Fee Use of Fund Balance | 151,159 | 151,159 | 0 | 151,159 |
| Police Impact Fee Use of Fund Balance | 208,055 | 208,055 | 0 | 208,055 |
| Use of Fund Balance | 1,999,000 | 10,670,241 | 2,446,217 | 13,116,458 |
| **Total Trans From Other Funds** | **8,438,651** | **24,206,226** | **3,298,198** | **27,504,424** |
| | | | | |
| **Total Revenues and Transfers** | **10,484,501** | **27,076,373** | **3,900,224** | **30,976,597** |

# Capital Projects, Infrastructure Maintenance

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Project Expenditures (By Funding Source)** | | | | |
| General Projects | 0 | 167,747 | 0 | 167,747 |
| Parks Projects | 2,240,000 | 8,242,665 | (533,426) | 7,709,239 |
| Transportation Projects | 970,000 | 3,413,445 | 3,176,242 | 6,589,687 |
| Facilities Projects | 900,000 | 1,005,010 | 0 | 1,005,010 |
| Storm Drain Projects | 250,000 | 3,406,450 | 60,000 | 3,466,450 |
| Streetlight Projects | 0 | 42,555 | 0 | 42,555 |
| Miscellaneous Projects | 940,000 | 940,000 | 0 | 940,000 |
| **Total Project Expenditures** | **5,300,000** | **17,217,872** | **2,702,816** | **19,920,688** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to General Debt Service Fund | 509,651 | 509,651 | 0 | 509,651 |
| Transfer to General CIP | 2,000,000 | 2,000,000 | 500,000 | 2,500,000 |
| Transfer to Capital Equipment | 629,000 | 3,129,000 | 0 | 3,129,000 |
| Transfer to Water CIP | 0 | 1,600,000 | 0 | 1,600,000 |
| Transfer to General CIP Maintenance | 0 | 200,000 | 146,217 | 346,217 |
| Transfer to CP Bond Proceeds | 0 | 175,000 | 0 | 175,000 |
| Contribution to Fund Balance | 2,045,850 | 2,244,850 | 551,191 | 2,796,041 |
| **Total Transfers Out** | **5,184,501** | **9,858,501** | **1,197,408** | **11,055,909** |
| | | | | |
| **Total Expenditures** | **10,484,501** | **27,076,373** | **3,900,224** | **30,976,597** |

Notes to Capital Projects Fund

*351,235 for Traffic Signal reimbursements.
*$17,765 for McKee Farms developer reimbursement.
*2,300,000 for SB bill 268 projects.
*$279,636 transferred from CIP Maint for 3200 W ROW.
*$60,000 transferred from Storm Water for Millerton Drive project.
$500,000 transferred from Road Impact Fees for 2200 W project.
*$551,191 parks impact fee fund balance for adjustment to Pickleball Courts account.
*146,217 transferred to CIP Maint for Pickleball Courts.

# Capital Projects, Maintenance & Operations

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Miscellaneous Revenue | 0 | 0 | 0 | 0 |
| **Total Revenues** | **0** | **0** | **0** | **0** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Transfer from General Fund | 1,262,500 | 1,262,500 | 0 | 1,262,500 |
| Transfer from General CIP | 0 | 200,000 | 146,217 | 346,217 |
| Use of Fund Balance | 0 | 1,656,567 | 404,974 | 2,061,541 |
| **Total Trans From Other Funds** | **1,262,500** | **3,119,067** | **551,191** | **3,670,258** |
| | | | | |
| **Total Revenues and Transfers** | **1,262,500** | **3,119,067** | **551,191** | **3,670,258** |
| | | | | |
| **Project Expenditures (By Funding Source)** | | | | |
| Transportation Projects | 1,058,000 | 1,542,505 | (279,636) | 1,262,869 |
| Parks Projects | 0 | 1,081,000 | 551,191 | 1,632,191 |
| Facilities Projects | 204,500 | 324,017 | 0 | 324,017 |
| Fire Projects | 0 | 150,000 | 0 | 150,000 |
| **Total Project Expenditures** | **1,262,500** | **3,097,522** | **271,555** | **3,369,077** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to General CIP Infrastructure | 0 | 21,545 | 279,636 | 301,181 |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **0** | **21,545** | **279,636** | **301,181** |
| | | | | |
| **Total Expenditures** | **1,262,500** | **3,119,067** | **551,191** | **3,670,258** |

**Notes to Capital Projects Fund**

*$146,217 transferred from General CIP for Pickleball Courts.
*$404,974 for Pickleball Courts.
*$279,636 transferred to General CIP for 3200 W ROW,

# Capital Projects, Capital Equipment

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Other Miscellaneous | 0 | 0 | 0 | 0 |
| **Total Revenues** | **0** | **0** | **0** | **0** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Transfer from General Fund | 0 | 1,328,210 | 0 | 1,328,210 |
| Transfer from General CIP | 629,000 | 3,129,000 | 0 | 3,129,000 |
| Transfer from CDA | 0 | 300,000 | 0 | 300,000 |
| Use of Fund Balance | 0 | 1,405,173 | 0 | 1,405,173 |
| **Total Trans From Other Funds** | **629,000** | **6,162,383** | **0** | **6,162,383** |
| | | | | |
| **Total Revenues and Transfers** | **629,000** | **6,162,383** | **0** | **6,162,383** |
| | | | | |
| **Project Expenditures** | | | | |
| Computer Software & Equipment | 0 | 1,143,624 | 0 | 1,143,624 |
| Fire Equipment | 0 | 95,049 | 0 | 95,049 |
| Fleet Equipment | 629,000 | 2,423,710 | 0 | 2,423,710 |
| **Total Project Expenditures** | **629,000** | **3,662,383** | **0** | **3,662,383** |
| | | | | |
| **Transfers Out** | | | | |
| Contribution to Fund Balance | 0 | 2,500,000 | 0 | 2,500,000 |
| **Total Transfers Out** | **0** | **2,500,000** | **0** | **2,500,000** |
| | | | | |
| **Total Expenditures** | **629,000** | **6,162,383** | **0** | **6,162,383** |

**Notes to Capital Equipment Fund**

No changes.

# Capital Projects, Capital Projects Bond

| | Adopted Budget FY 19-20 | Amended Budget 1/21/20 | Jan-Jun Adjustments | Final Budget FY 19-20 |
|---|---|---|---|---|
| **Revenues** | | | | |
| Bond Proceeds | 0 | 14,262,536 | 867,464 | 15,130,000 |
| Bond Premium | 0 | 0 | 2,745,045 | 2,745,045 |
| **Total Revenues** | **0** | **14,262,536** | **3,612,509** | **17,875,045** |
| | | | | |
| **Transfer From Other Funds** | | | | |
| Transfer from General Fund | 0 | 35,000 | 0 | 35,000 |
| Transfer from General CIP | 0 | 175,000 | 0 | 175,000 |
| Use of Fund Balance | 0 | 959,146 | 0 | 956,146 |
| **Total Trans From Other Funds** | **0** | **1,166,146** | **0** | **1,166,146** |
| | | | | |
| **Total Revenues and Transfers** | **0** | **15,428,682** | **3,612,509** | **19,041,191** |
| | | | | |
| **Operating Expenditures** | | | | |
| Issuance Costs | 0 | 0 | 201,464 | 201,464 |
| City Hall Annex/Remodel | 0 | 1,166,146 | 0 | 1,166,145 |
| Fire Station 64 | 0 | 14,262,536 | 0 | 14,262,536 |
| **Total Operating Expenditures** | **0** | **15,428,682** | **201,464** | **15,630,146** |
| | | | | |
| **Transfers Out** | | | | |
| Transfer to Debt Service | 0 | 0 | 3,411,045 | 3,411,045 |
| Contribution to Fund Balance | 0 | 0 | 0 | 0 |
| **Total Transfers Out** | **0** | **0** | **3,411,045** | **3,411,045** |
| | | | | |
| **Total Expenditures** | **0** | **15,428,682** | **3,612,509** | **19,041,191** |

**Notes to Capital Equipment Fund**

*$201,464 for bond issuance costs.
*$3,411,045 transferred to debt service for 08 and 19 Sales Tax Bond payments.

City of South Jordan

1600 W. Towne Center Drive • South Jordan, UT 84095
Tel: (801) 254-3742 • Fax: (801) 253-5250
www.sjc.utah.gov

J. PUBLIC HEARING: RDA 2020-05, AMENDING FINAL BUDGET FY2019-20

**RDA RESOLUTION 2020-05**

**A RESOLUTION AMENDING THE FY 2019-20 BUDGET FOR THE REDEVELOPMENT AGENCY OF THE CITY OF SOUTH JORDAN, UTAH. THE APPROPRIATION SHALL APPLY TO THE FISCAL YEAR ENDING JUNE 30, 2020.**

**WHEREAS,** the Redevelopment Agency Board of Directors wishes to amend the FY 2019-20 budget to more accurately 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 Board of Directors finds this action in the best interest of the public's health, safety, and general welfare.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF SOUTH JORDAN, UTAH:**

**SECTION 1. Budget Amendment.** The FY 2019-20 budget of the Redevelopment Agency of the City of South Jordan budget as reflected in Exhibit "A" (attached).

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

**APPROVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS 16TH DAY OF JUNE, 2020 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|---|---|---|---|---|
| Patrick Harris | ____ | ____ | ____ | ____ |
| Bradley Marlor | ____ | ____ | ____ | ____ |
| Donald Shelton | ____ | ____ | ____ | ____ |
| Tamara Zander | ____ | ____ | ____ | ____ |
| Jason McGuire | ____ | ____ | ____ | ____ |

Mayor: _____ Attest: _____

Dawn R. Ramsey Secretary

Approved as to form:

Ryan M. Loose (Jun 11, 2020 08:49 MDT)

Attorney for the Agency