



WHITE CITY METRO TOWNSHIP COUNCIL

Public Meeting

Agenda

Thursday, September 3, 2020
White City Water Improvement
District 999 E Galena Drive,
White City 84094 6:00PM

Due to the COVID-19 pandemic, this meeting will be held electronically, with the Mayor at the anchor location*. To watch or listen, please see the information at the end of this agenda. Councilmembers will participate electronically. Portions of meetings may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.

6:00PM – BEGIN COUNCIL ELECTRONIC STAFF & BUSINESS MEETING

The Public is invited and welcome to attend the Staff & Business Meeting Electronically

Council may take action and give direction on items listed on Agenda

1. Discussion / Clarification of Agenda Items
2. White City Financial Report -- David Sanderson, CPA
3. White City Engineering Projects Update -- Madeline Francisco-Galang, Engineer
 - (a) Update on recent Construction work on 10600 South 1225 East
 - (b) Update on Sego Lily Lighting/Sidewalk Project and Costs
4. Wasatch Front Waste and Recycling Update on Area Clean Up Program-- Paul Korth, CFO
5. Discussion and staff direction regarding General Plan Notices and Updates to Residents
– Scott Little, Council Member
6. Discussion regarding Transparency, Compliance with Utah Open Meeting Laws and Council training opportunities-- Scott Little, Council Member
7. Discussion regarding Urban County Renewal Process/Interlocal Agreement -- Paul Ashton, Attorney
8. Other Staff & Business/Discussion Issues for Future Meeting
9. Close Staff & Business Meeting

**AFTER UP TO A SHORT (NOT TO EXCEED 10 MINUTES) BREAK – OPEN
PUBLIC ELECTRONIC MEETING**

1. Welcome and Determine Quorum
2. Approval of Minutes for July 2 and August 13, 2020 (Discussion/Motion)
3. Recognize Visiting Officials, if any
4. Citizen Public Input -- *(Due to Nature of Electronic Meeting, Comments should be e-mailed to phashton@xmission.com to have them read for the record under this agenda item. Such e-mail readings should not take longer than 3 minutes unless approved by the Mayor and should contain the sender's name and address.)*
5. Community Stakeholder Reports, if any
6. Unified Fire Authority – *CPT Ken Aldridge*
7. Unified Police Department – *Chief Randy Thomas and/or Officer Paula Stinson*
8. Council Business
 - a) Discussion and Possible Motion to Approve **Resolution 20-09-01:
A RESOLUTION OF THE WHITE CITY METRO TOWNSHIP
COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY, TOWN
OF ALTA, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD
HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP,
HERRIMAN CITY, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA
METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK, MURRAY
CITY, RIVERTON CITY, AND CITY OF SOUTH SALT LAKE RELATING TO THE
CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME INVESTMENT
PARTNERSHIP PROGRAM** (Discussion/Motion)
9. Council Member Reports (Discussion/Direction Items)
 - a) UFA and UFSA – Perry
 - b) UPD and SLVLESA – Flint
 - b) South Salt Lake Valley Mosquito Abatement District – Price
 - c) Greater Salt Lake Municipal Services District – Flint

- d) Wasatch Front Waste and Recycling District – Dickerson
- e) SLCO Animal Services -- Little
- f) Council of Governments (COG) – Flint

10. Future Council Business

11. Motion to Adjourn Meeting

*** Electronic Meeting Participation -- via "GoToMeeting"**

Due to the COVID-19 pandemic, these White City Metro Township Council Meetings will be held electronically using GoToMeeting. If you want to watch, listen or participate, please use the information below. Please be prepared to identify yourself for the record

White City Metro Township Council Meetings

Thu, Sep 3, 2020 6:00 PM - 9:00 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/928209365>

You can also dial in using your phone.

United States: [+1 \(224\) 501-3412](tel:+12245013412)

Access Code: 928-209-365

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/928209365>

Upon request with three working days' notice, the MSD for the Metro Township will provide free auxiliary aids and services to qualified individuals (including sign language interpreters, alternative formats, etc.). For assistance, please call (385) 468-7130 – TTY 711.

For Further Information, the website for White City Metro Township is: www.whitecity-ut.org

White City Township

Budget Report Yearly

66.66%

8/28/2020

Revenues

	Actual to 8/28/2020	FY 2020 Budget	Projected	66.7% %
Sales taxes	276,924	627,000	550,000	44%
Business licenses	1,550	500	2,000	310%
Building permits	33,411	33,100	35,000	101%
Other permits	3,941	11,100	11,100	36%
Zoning-land use permits	-	-	3,000	0%
Transportation sales tax	108,155	60,500	108,155	179%
Class C road funds	128,309	214,000	214,000	60%
Liquor allotment	-	2,700	2,700	0%
Engineering services	1,610	-	3,000	0%
Code enforcement fines	299	1,600	1,600	19%
Justice court fines	13,305	38,500	38,500	35%
Miscellaneous	1,454			
Interest earnings	2,163	9,900	20,000	22%
Transfers in	259,400	259,400	259,700	100%
Total Revenues	\$ 830,521	\$ 1,258,300	\$ 1,248,755	66%

Expenses - Administration

Wages	10,702	29,100	19,100	37%
Employee Benefits	3,698	-	10,000	0%
Subscriptions/Memberships	25	1,000	1,000	3%
Printing/Publications/Advertising	801	10,000	10,000	8%
Office expense and supplies	174	2,000	2,000	9%
Attorney-civil	30,059	50,000	49,000	60%
Attorney- land use	-	-	1,000	0%
Training and seminars	-	1,000	1,000	0%
Web page development/maint	2,864	3,000	3,000	95%
Payroll processing fees	692	900	900	77%
Communications	-	3,200	3,200	0%
Contributions/special events	28,000	28,000	28,000	100%
Credit card and bank expenses	-	500	500	0%
Insurance	9,116	9,300	9,300	98%
Workers comp insurance	482	-	500	0%
Professional & technical	15,266	84,400	83,900	18%
SL (Client) County support services	5,277	35,000	35,000	0%
Beer funds	-	2,700	2,700	0%
Rent	-	2,000	2,000	0%
Non classified expenses	-	-	-	0%
Total Administration	\$ 107,156	\$ 262,100	\$ 262,100	41%

Expenses - Transfers

Transfer to General fund	346,544	935,700	935,700	37%
Transfer to Capital projects	-	60,500	60,500	0%
Total Transfers	\$ 346,544	\$ 996,200	\$ 996,200	35%

Total Expenses

\$ 453,700	\$ 2,387,900	\$ 2,387,900	19%
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Surplus/Deficit

\$ 376,821	\$ -	\$ (9,545)
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Greater Salt Lake Municipal Services District

Standard Financial Report

70 White City - 01/01/2020 to 08/28/2020

66.67% of the fiscal year has expired

	2019 Year-End Actual	August Actual	2020 YTD Actual
Net Position			
Assets:			
Current Assets			
Cash and cash equivalents			
10100 Cash - Zions Checking	73,946.70	6,303.02	188,334.52
10110 Cash - Xpress Bill Pay	0.00	0.00	1,962.00
10200 Cash - PTIF	0.00	0.00	120,586.28
10401 Zions Credit Card	0.00	0.00	(153.87)
10750 Undeposited Receipts	249.96	138,575.95	138,575.88
Total Cash and cash equivalents	74,196.66	144,878.97	449,304.81
Receivables			
12500 Due From Other Gov.	166,245.92	0.00	0.00
Total Receivables	166,245.92	0.00	0.00
Total Current Assets	240,442.58	144,878.97	449,304.81
Total Assets:	240,442.58	144,878.97	449,304.81
Liabilites and Fund Equity:			
Liabilities:			
Current liabilities			
21000 Accounts Payable	1,772.21	(871.00)	60.00
24000 Due to Other Funds	166,245.92	0.00	0.00
Total Current liabilities	168,018.13	(871.00)	60.00
Total Liabilities:	168,018.13	(871.00)	60.00
Equity - Fund Balance			
29000 Unassigned Net Position (Fund Ba	72,424.45	145,749.97	449,244.81
Total Equity - Fund Balance	72,424.45	145,749.97	449,244.81
Total Liabilites and Fund Equity:	240,442.58	144,878.97	449,304.81
Total Net Position	0.00	0.00	0.00

Greater Salt Lake Municipal Services District

ANNUAL FINANCIAL REPORT

For the Year Ended December 31, 2019

Greater Salt Lake Municipal Services District

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Greater Salt Lake Municipal Services District

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MANAGEMENT'S DISCUSSION AND ANALYSIS

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Greater Salt Lake Municipal Services District
Management's Discussion and Analysis
December 31, 2019

As management of the Greater Salt Lake Municipal Services District (the District), we offer readers of the District's financial statements this narrative overview and analysis of financial activities of the District for the fiscal year ended December 31, 2019.

FINANCIAL HIGHLIGHTS

*Total net position for the City as a whole increased by \$4,560,282

*Total unrestricted net position for the City as a whole increased by \$1,781,292

BASIC FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the basic financial statements of the District. The basic financial statements comprise three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the District's assets, deferred outflows, liabilities, and deferred inflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the District's net position changed during the fiscal year reported. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Both of the government-wide financial statements distinguish functions of the District that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The statement of activities is presented on two pages. The first page reports the extent to which each function or program is self-supporting through fees and intergovernmental aid. The second page identifies the general revenues of the District available to cover any remaining costs of the functions or programs.

Greater Salt Lake Municipal Services District
Management's Discussion and Analysis
December 31, 2019

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District also uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the District are categorized as governmental funds.

These funds are used to account for the same functions reported as governmental activities in the government-wide financial statements. Governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for government funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the government fund balance sheet and the government fund statement of the revenues, expenditures, and changes in fund balances provide reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains five major governmental funds, the General Fund, Intergovernmental Salt Lake County Fund, Capital Projects Fund, Kearns Metro Township Fund, and Magna Metro Township Fund.

The District adopts an annual appropriated budget for all its funds. A budgetary comparison schedule has been provided to demonstrate legal compliance with the adopted budget for the general fund.

The basic governmental fund financial statements can be found later in this report; see Table of Contents.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements are reported later in this report; see Table of Contents.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the District.

Greater Salt Lake Municipal Services District
Management's Discussion and Analysis
December 31, 2019

FINANCIAL ANALYSIS

Greater Salt Lake Municipal Services District's Net Position

	Governmental Activities		
	Current Year	Previous Year	Change
Current and other assets	\$ 41,989,042	28,782,134	13,206,908
Net capital assets	115,291,696	112,451,243	2,840,453
Deferred outflows of resources	-	-	-
Total assets and deferred outflows	\$ 157,280,738	141,233,377	16,047,361
Compensated absences	\$ 141,276	-	141,276
Other liabilities	11,509,690	162,180	11,347,510
Deferred inflows of resources	-	1,708	(1,708)
Total liabilities and deferred inflows	11,650,966	163,888	11,487,078
Net position:			
Net investment in capital assets	115,291,696	112,451,243	2,840,453
Restricted	67,081	128,544	(61,463)
Unrestricted	30,270,994	28,489,702	1,781,292
Total net position	\$ 145,629,772	141,069,490	4,560,282

As noted earlier, net position may serve over time as a useful indicator of financial position. Total assets and deferred outflows of resources exceeded total liabilities and deferred inflow of resources at the close of the year by \$145,629,772, an increase of \$4,560,282 from the previous year. This change is equivalent to the net income for the year, in private sector terms.

Total unrestricted net position at the end of the year are \$30,270,994 which represents an increase of \$1,781,292 from the previous year. Unrestricted net position are those resources available to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements.

The amount of current and other assets represent the amounts of cash and receivables on hand at the end of each year. Other liabilities are the amounts of current and other liabilities due, at year end, for goods and services acquired.

Changes in capital assets are the result of the difference, in the current year, of the cost of acquisition of capital assets and any depreciation charges on capital assets. Change in long-term debt is the difference in the amount of debt issued and that which has been paid during the year.

Greater Salt Lake Municipal Services District
Management's Discussion and Analysis
December 31, 2019

FINANCIAL ANALYSIS (continued)

Greater Salt Lake Municipal Services District's Change in Net Position

	Governmental Activities		
	Current Year	Previous Year	Change
Program revenues:			
Charges for services	\$ 3,276,988	1,619,407	1,657,581
Operating grants	7,868,717	35,192	7,833,525
Capital grants	1,589,190	13,129,103	(11,539,913)
General revenues:			-
Property taxes	-	-	-
Sales tax	15,941,048	14,580,311	1,360,737
Other taxes	-	-	-
Other revenues	618,153	(779,157)	1,397,310
Total revenues	29,294,095	28,584,856	709,239
Expenses:			
General government	23,517,518	16,481,816	7,035,702
Brighton Metro Township	-	-	-
Copperton Metro Township	112,310	115,180	(2,870)
Copperton Cemetery	27	-	27
Emigration Canyon Township	136,881	98,101	38,780
Kearns Metro Township	460,664	172,710	287,954
Magna Metro Township	320,993	194,427	126,566
White City Metro Township	185,421	104,089	81,332
Total expenses	24,733,813	17,166,323	7,567,490
Excess (deficiency) before transfers	4,560,282	11,418,533	(6,858,251)
Transfers in (out)	-	-	-
Change in net position	\$ 4,560,282	11,418,533	(6,858,251)

For the District as a whole, total revenues increased by \$709,239 compared to the previous year, while total expenses increased by \$7,567,490. The total net change of \$4,560,282 is, in private sector terms, the net income for the year, which is \$6,858,251 less than the previous year's net change.

Greater Salt Lake Municipal Services District
Management's Discussion and Analysis
December 31, 2019

BALANCES AND TRANSACTIONS OF INDIVIDUAL FUNDS

Some of the more significant changes in fund balances, and any restrictions on those amounts, is described below:

General Fund

The fund balance of \$16,326,334 reflects an increase of \$4,362,223 from the previous year (after a prior period adjustment of \$2,097,146). Total revenues of \$26,940,150, including transfers in of \$26,743,830, increased by \$924,108 compared to the previous year.

Total expenditures of \$22,577,927, including transfers out of \$1,302,786, decreased by \$9,794,035. This decrease is primarily due to a decrease in transfers out during the year.

GENERAL FUND BUDGETARY HIGHLIGHTS

Revenues for the current year, exclusive of transfers and fund balance appropriations, were originally budgeted in the amount of \$1,929,876, which was equal to the final budget. Actual revenues, excluding transfers, amounted to \$196,320.

Expenditures for the current year, excluding transfers, were originally budgeted in the amount of \$24,731,898. This amount was amended in the final budget to \$24,874,078. Actual expenditures amounted to \$21,275,141.

Transfers in for the year were originally budgeted in the amount of \$23,300,482, which was equal to the final budget. Actual transfers in were made in the amount of \$26,743,830. Transfers out for the year were originally budgeted in the amount of \$5,852,064 which was equal to the final budget. Actual transfers out were made in the amount of \$1,302,786.

Greater Salt Lake Municipal Services District
Management's Discussion and Analysis
December 31, 2019

CAPITAL ASSETS AND DEBT ADMINISTRATION

Greater Salt Lake Municipal Services District's Capital Assets (net of depreciation)

	Governmental Activities		
	Current Year	Previous Year	Change
Net Capital Assets:			
Land	\$ 31,215,843	31,215,843	-
Infrastructure	75,056,658	70,070,391	4,986,267
Buildings	238,740	248,386	(9,646)
Improvements	3,524,508	3,702,637	(178,129)
Leasehold improvements	75,896	79,710	(3,814)
Bridges and flood control	3,830,107	2,294,521	1,535,586
Work in progress	1,349,944	4,839,761	(3,489,817)
Totals	\$ 115,291,696	112,451,249	2,840,447

The total amount of capital assets, net of depreciation, of \$115,291,696 is an increase of \$2,840,447 from the previous year.

Additional information regarding capital assets may be found in the notes to financial statements.

Greater Salt Lake Municipal Services District
Management's Discussion and Analysis
December 31, 2019

Greater Salt Lake Municipal Services District's Long-Term Liabilities

	Current Year	Previous Year	Change
Governmental activities:			
Compensated absences	\$ 141,276	-	141,276
Total governmental	\$ 141,276	-	141,276

Additional information regarding the long-term liabilities may be found in the notes to financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

No significant economic changes that would affect the District are expected for the next year. Budgets have been set on essentially the same factors as the current year being reported.

REQUESTS FOR INFORMATION

The financial report is designed to provide a general overview of Greater Salt Lake Municipal Services District's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Greater Salt Lake Municipal Services District, Records Officer, 2001 South State Street, Salt Lake City, Utah 84190.

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BASIC FINANCIAL STATEMENTS

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Greater Salt Lake Municipal Services District

STATEMENT OF NET POSITION

December 31, 2019

	Governmental Activities
ASSETS	
Current assets:	
Cash and cash equivalents	\$ 31,359,603
Accounts receivable, net	1,579
Due from other governments	10,153,950
Other current assets	247
Total current assets	<u>41,515,378</u>
Non-current assets:	
Restricted cash and cash equivalents	473,663
Capital assets:	
Land	31,215,843
Roads and infrastructure	85,947,665
Buildings and improvements	289,384
Leasehold improvements	1,055,815
Construction in progress	1,349,944
Less accumulated depreciation	(4,566,955)
Total non-current assets	<u>115,765,360</u>
Total assets	<u>\$ 157,280,738</u>
LIABILITIES	
Current liabilities:	
Accounts payable	\$ 11,042,721
Accrued liabilities	60,387
Performance bonds	406,582
Total current liabilities	<u>11,509,690</u>
Long-term liabilities:	
Compensated absences	141,276
Total long-term liabilities	<u>141,276</u>
Total liabilities	<u>11,650,966</u>
NET POSITION	
Net investment in capital assets	115,291,696
Restricted	67,081
Unrestricted	30,270,994
Total net position	<u>145,629,772</u>
Total liabilities and net position	<u>\$ 157,280,738</u>

The notes to the financial statements are an integral part of this statement.

Greater Salt Lake Municipal Services District

STATEMENT OF ACTIVITIES

For the Year Ended December 31, 2019

<u>FUNCTIONS/PROGRAMS:</u>	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Net (Expense) Revenue (To Next Page)</u>
Primary government:					
Governmental activities:					
General government	\$ 23,517,518	927,263	5,337,819	1,589,190	(15,663,247)
Brighton Metro Township	-	3,890	-	-	3,890
Copperton Metro Township	112,310	25,597	33,112	-	(53,601)
Copperton Cemetery	27	10,075	-	-	10,048
Emigration Canyon Township	136,881	91,585	90,198	-	44,902
Kearns Metro Township	460,664	753,941	1,213,291	-	1,506,568
Magna Metro Township	320,993	1,363,193	992,357	-	2,034,556
White City Metro Township	185,421	101,445	201,940	-	117,964
Total governmental activities	24,733,813	3,276,988	7,868,717	1,589,190	(11,998,919)
Total primary government	\$ 24,733,813	3,276,988	7,868,717	1,589,190	(11,998,919)

(continued on next page)

The notes to the financial statements are an integral part of this statement.

Greater Salt Lake Municipal Services District
STATEMENT OF ACTIVITIES (continued)
For the Year Ended December 31, 2019

	Governmental Activities
CHANGES IN NET POSITION:	
Net (expense) revenue (from previous page)	<u>\$ (11,998,919)</u>
General revenues:	
Sales tax	15,941,048
Unrestricted investment earnings	612,399
Miscellaneous	<u>5,754</u>
Total general revenues	<u>16,559,201</u>
Change in net position	4,560,282
Net position - beginning	143,166,636
Prior period adjustment	<u>(2,097,146)</u>
Net position - ending	<u><u>\$ 145,629,772</u></u>

The notes to the financial statements are an integral part of this statement.

Greater Salt Lake Municipal Services District
BALANCE SHEET - GOVERNMENTAL FUNDS
December 31, 2019

	General Fund	Intergovernmental Salt Lake County	Capital Projects Fund	Kearns Metro Township	Magna Metro Township	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS							
Cash and cash equivalents	\$ 16,531,020	47,546	13,439,012	204,657	927,177	210,190	31,359,603
Accounts receivable	1,579	-	-	-	-	-	1,579
Due from other governments	226,522	6,634,910	960,000	1,104,476	956,209	271,833	10,153,950
Due from other funds	8,955,257	-	-	-	-	-	8,955,257
Other assets	247	-	-	-	-	-	247
Restricted cash and cash equivalents	-	40,912	-	8,500	333,779	90,473	473,663
TOTAL ASSETS	\$ 25,714,625	6,723,369	14,399,012	1,317,633	2,217,165	572,496	50,944,298
LIABILITIES							
Accounts payable	\$ 9,327,903	797	1,582,231	93,894	25,743	12,153	11,042,721
Accrued liabilities	60,387	-	-	-	-	-	60,387
Performance bonds	-	40,912	-	8,500	333,779	23,392	406,582
Due to other funds	-	6,634,910	-	1,104,476	956,209	259,662	8,955,257
TOTAL LIABILITIES	9,388,290	6,676,619	1,582,231	1,206,869	1,315,730	295,207	20,464,947
FUND BALANCES:							
Restricted	-	-	-	-	-	67,081	67,081
Assigned	-	46,749	12,816,781	110,764	901,435	210,208	14,085,936
Unassigned	16,326,334	-	-	-	-	-	16,326,334
TOTAL FUND BALANCES	16,326,334	46,749	12,816,781	110,764	901,435	277,289	30,479,351
TOTAL LIABILITIES AND FUND BALANCES	\$ 25,714,625	6,723,369	14,399,012	1,317,633	2,217,165	572,496	50,944,298

The notes to the financial statements are an integral part of this statement.

Greater Salt Lake Municipal Services District
**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS**
For the Year Ended December 31, 2019

	General Fund	Intergovernmental Salt Lake County	Capital Projects Fund	Kearns Metro Township	Magna Metro Township	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES:							
Sales taxes	\$ -	6,360,537	-	4,628,756	3,937,748	1,014,006	15,941,048
License and permits	-	367,368	-	255,324	880,169	129,210	1,632,071
Intergovernmental revenues	-	4,875,057	2,051,952	1,213,291	992,357	325,250	9,457,907
Charges for services	-	494,600	-	302,644	332,658	59,946	1,189,848
Fines and forfeitures	-	65,295	-	195,973	150,366	43,435	455,069
Interest	196,213	120,835	118,383	84,244	67,797	24,928	612,399
Miscellaneous revenue	107	-	-	3,006	2,461	180	5,754
Total revenues	196,320	12,283,692	2,170,334	6,683,238	6,363,556	1,596,955	29,294,095
EXPENDITURES:							
Salaries, wages and benefits	4,451,816	-	-	70,208	61,741	186,270	4,770,035
Operation equipment and supplies	448,060	13,643	1,725,785	115,062	15,293	36,522	2,354,364
Professional services	346,576	797	-	248,473	199,729	150,874	946,450
Interagency contracts	15,779,002	-	-	3,545	17,060	21,630	15,821,236
Insurance	59,630	-	-	23,377	27,170	39,342	149,518
Rent	158,778	-	-	-	-	-	158,778
Miscellaneous expenditures	31,279	-	-	-	-	-	31,279
Capital outlay	-	-	3,201,324	-	-	-	3,201,324
Total expenditures	21,275,141	14,441	4,927,109	460,664	320,993	434,638	27,432,985
Excess (Deficiency) of Revenues over (Under) Expenditures	(21,078,820)	12,269,252	(2,756,775)	6,222,574	6,042,563	1,162,317	1,861,110
Other Financing Sources and (Uses):							
Transfers in	26,743,830	49,212	976,233	329,700	352,625	571,249	29,022,849
Transfers (out)	(1,302,786)	(12,271,715)	-	(7,213,591)	(6,143,673)	(2,091,084)	(29,022,849)
Total other financing sources and (uses)	25,441,044	(12,222,503)	976,233	(6,883,891)	(5,791,048)	(1,519,835)	-
Net Change in Fund Balances	4,362,223	46,749	(1,780,542)	(661,317)	251,515	(357,518)	1,861,110
Fund balances - beginning of year	14,061,257	-	14,597,323	772,081	649,920	634,807	30,715,387
Prior period adjustment (See Note 4-D)	(2,097,146)	-	-	-	-	-	(2,097,146)
Fund balance - end of year	\$ 16,326,334	46,749	12,816,781	110,764	901,435	277,289	30,479,351

The notes to the financial statements are an integral part of this statement.

Greater Salt Lake Municipal Services District
**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION**
December 31, 2019

Total Fund Balance for Governmental Funds	<u>\$ 30,479,351</u>
Total net position reported for governmental activities in the statement is different because:	
Capital assets used in governmental funds are not financial resources and therefore are not reported in the funds:	
Land	31,215,843
Roads and infrastructure	85,947,665
Buildings and improvements	289,384
Leasehold improvements	1,055,815
Construction in progress	1,349,944
Less accumulated depreciation	<u>(4,566,955)</u>
Net capital assets	<u>115,291,696</u>
Compensated absences are reported in the government-wide statements, but not in the fund statements.	<u>(141,276)</u>
Total Net Position of Governmental Activities	<u><u>\$ 145,629,772</u></u>

The notes to the financial statements are an integral part of this statement.

Greater Salt Lake Municipal Services District
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES**
For the Year Ended December 31, 2019

Net Change in Fund Balances - Total Governmental Funds	<u>\$ 1,861,110</u>
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Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, assets with a material cost are capitalized and the cost is allocated over their estimated useful lives and reported as depreciation expenses.

Capital outlays	3,201,324
Depreciation expense	<u>(360,876)</u>
Net	<u>2,840,448</u>

Compensated absences expenses reported in the statement of activities do not require the use of current financial resources and are not reported as expenditures in governmental funds.	<u>(141,276)</u>
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Change in Net Position of Governmental Activities	<u><u>\$ 4,560,282</u></u>
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The notes to the financial statements are an integral part of this statement.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1-A. Reporting entity

The Greater Salt Lake Municipal Services District, Utah (District) was established under the governing code of Utah Code Annotated Title 17B.

The District operates under a Board of Trustees-General Manager form of government and provides the following broad range of services to its customers: roads and streets, financial administration, animal control, planning and development, parks, capital improvements, administrative services operational services, indigent legal and District Attorney prosecution services and planning. The Board of Trustees is comprised of the mayor or a council member of each metro township and a Salt Lake County council member representing the unincorporated Salt Lake County area.

The accompanying financial statements present the District and its component units, entities for which the District is considered to be financially accountable.

The blended component units of the District are as follows:

- Brighton Metro Township
- Copperton Metro Township
- Copperton Cemetery
- Emigration Canyon Metro Township
- Kearns Metro Township
- Magna Metro Township
- White City Metro Township

Each metro township is a blended component unit because their resources exclusively benefit the District. The District's budget dictates to a large extent the budget of each metro township. The District appropriates funding to each metro township for administrative expenses. The governing board of each metro township approves their own individual budget. Each metro township has one general fund which is reported as a special revenue fund of the District.

The Townships' individual leaderships (Mayors and Council) are responsible for administering their own administrative budget and passing resolutions and ordinances unique to their entities.

Each entity will approve their individual budgets in their township Council meetings and accept the financial statements for their individual townships.

Fiscal reporting for budgets, transparency reports, taxes etc. are done on the District level and also on the individual township level.

1-B. Government-wide and fund financial statements

Government-wide Financial Statements

The government-wide financial statements, consisting of the statement of net position and the statement of activities, report information on all the non-fiduciary activities of the primary government and its component units. For the most part, the effect of inter-fund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities (if any), which rely to a significant extent on fees and charges for support.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

1-B. Government-wide and fund financial statements (continued)

The statement of net position reports the financial position of the governmental and business-type (if any) activities of the District and its discretely presented component units at year-end.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect expenses are not allocated. All expenses are included in the applicable function. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privilege provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Fund Financial Statements

Separate financial statements are provided for governmental funds, proprietary funds (if any), and fiduciary funds (if any), even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statement.

1-C. Measurement focus, basis of accounting and financial statement presentation

The financial statements of the District are prepared in accordance with generally accepted accounting principles (GAAP).

The government-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting, generally including the reclassification of internal activity (between or within funds). However, internal eliminations do not include utility services provided to District departments or payments to the general fund by other funds for providing administrative and billing services for such funds. Reimbursements are reported as reductions to expenses. Proprietary and any fiduciary fund financial statements are also reported using this same focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property tax revenues are recognized in the year for which they are levied while grants are recognized when the grantor eligibility requirements are met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

1-C. Measurement focus, basis of accounting and financial statement presentation (continued)

Property taxes, sales taxes, intergovernmental revenues, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments, if any, receivable within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Proprietary funds (if any) distinguish operating revenues and expenses from non-operating items. Operating income and expense reported in proprietary fund financial statements include those revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services, including administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as non-operating in the financial statements.

Policy regarding use of restricted resources

When faced with a choice, it is the District's policy to use restricted resources first, then committed and assigned amounts before spending unassigned amounts. Restricted assets and liabilities payable from restricted assets current in nature are reported with current assets and current liabilities.

1-D. Fund types and major funds

Governmental funds

The District reports the following major governmental funds:

The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Intergovernmental Salt Lake County Fund* is used to account for the revenues and expenditures for services provided to the unincorporated Salt Lake County.

The *Capital Projects Fund* is used to account for the acquisition or construction of major capital facilities of the District (other than those financed by proprietary funds, if any).

The *Kearns Metro Township Fund* is used to account for all financial resources of the township.

The *Magna Metro Township Fund* is used to account for all financial resources of the township.

The District reports the following as non-major governmental funds:

The *Brighton Metro Township Fund* is used to account for all financial resources of the township.

The *Copperton Metro Township Fund* is used to account for all financial resources of the township.

The *Copperton Cemetery Fund* is used to account for all financial resources of the cemetery. Note.

The *Emigration Canyon Metro Township Fund* is used to account for all financial resources of the township.

The *White City Metro Township Fund* is used to account for all financial resources of the township.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

1-E. Assets, Liabilities, Deferred Outflows\Inflows of Resources, and Net Position or Equity

1-E-1. *Deposit and Investments*

Investments are reported at fair value. Deposits are reported at cost, which approximates fair value. Investments of the District are accounts at the Utah Public Treasurers Investments Fund. Additional information is contained in Note 3.

Investments are recorded at fair value in accordance with GASB Statement No. 72, Fair Value Measurement and Application. Accordingly, the change in fair value of investments is recognized as an increase or decrease to investment assets and investment income.

1-E-2. *Cash and Cash Equivalents*

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

1-E-3. *Receivables and Payables*

Property tax and intergovernmental receivables are considered collectible.

During the course of operations, there may be transactions that occur between funds that are representative of lending/borrowing arrangements outstanding at year-end. These are reported as either due to or due from other funds.

Property taxes are assessed and collected for the District by Salt Lake County for certain properties located in unincorporated Salt Lake County and remitted to the District shortly after collection. Property taxes become a lien on January 1 and are levied on the first Monday in August. Taxes are due and payable on November 1, and are delinquent after November 30. All dates are in the year of levy.

1-E-4. *Restricted Assets*

Fund balance should also be reported as restricted when constraints placed on the use of resources are either (1) externally imposed by creditors; or (2) imposed by law through constitutional provisions or enabling legislation. Enabling legislation, as the term is used in GASB 54 authorizes the government to assess, levy, charge or otherwise mandate payment of resources and includes a legally enforceable requirement that those resources be used only for a specific purposes stipulated in the legislation.

Examples of restricted fund balance include restricted assets that are comprised of cash restricted for future payments of principal and interest on debt services or for pension-related transactions.

The District currently carries no outstanding debt.

It is the policy of the District to use assets in the following order: Restricted and then unrestricted assets.

When both restricted and unrestricted resources are available for use for the same purposes, restricted resources are expended first, in order to meet statutory, budgetary, grant or revenue requirements. For instance, if the District receives grants, the District has maintained the policy that those funds for grant expenses will be expended prior to expending District allocated funds, in order to report to the State that all funds distributed for the grant have been properly expended.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

**1-E. Assets, Liabilities, Deferred Outflows\Inflows of Resources, and Net Position or Equity
(continued)**

1-E-5. Inventories and Prepaid items

Other inventories, which mainly consist of immaterial amounts of expendable supplies for consumption, are not reported. Such supplies are acquired as needed. Proprietary fund inventories, where material, are stated at the lower of cost or market, using the first-in, first-out basis.

Prepaid items record payments to vendors that benefit future reporting and are reported on the consumption basis. Both inventories and prepayments are similarly reported in government-wide and fund financial statements.

1-E-6. Capital Assets

Capital assets includes property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), and are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. Such assets are recorded at historical cost or at estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation. Infrastructure is depreciated.

The cost of normal maintenance and repairs that does not add to the value of an asset or materially extend the assets' life is not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Upon retirement or disposition of capital assets, the cost and related accumulated depreciation are removed from the respective accounts. Depreciation of capital assets is computed using the straight-line method over their estimated useful lives.

Property, plant, and equipment of the primary government, as well as the component units if any, is depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Buildings and improvements	10-50
Improvements other than buildings	20-50
Machinery and equipment	5-20
Office furniture and equipment	5-15

1-E-7. Long-term Obligations

In the government-wide and proprietary fund (if any) financial statements, long-term debt and obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond discounts or premiums, and the difference between the reacquisition price and the net carrying value of refunded debt are deferred and amortized over the terms of the respective bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

The governmental fund financial statements recognize the proceeds of debt and premiums (if any) as other financing sources of the current period.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

1-E. Assets, Liabilities, Deferred Outflows\Inflows of Resources, and Net Position or Equity (continued)

1-E-8. *Compensated absences*

It is the District's policy to permit employees to accumulate earned but unused vacation benefits. The liability for these compensated absences is recorded as a long-term liability in the government-wide statements. In the fund financial statements, governmental funds report only the compensated absence liability payable from expendable available financial resources, while the proprietary funds (if any) report the liability as incurred.

1-E-9. *Fund Equity*

Government-wide Financial Statements

Equity is classified in the government-wide financial statements as net position and is displayed in three components:

Net investment in capital assets - Capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted net position - Net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

Unrestricted net position - All other net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Financial Statements

In the fund financial statements governmental fund equity is classified as fund balance. Fund balance is further classified as Nonspendable, Restricted, Committed, Assigned or Unassigned. Descriptions of each follow:

Nonspendable fund balance - This classification includes amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. Fund balance amounts related to inventories, prepaid expenditures, and endowments are classified as nonspendable.

Restricted fund balance - This classification includes net fund resources that are subject to external constraints that have been placed on the use of the resources either a) imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of the government or b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance - This classification includes amounts that can only be used for specific purposes established by formal action of the District Board, which is the District's highest level of decision-making authority. Fund balance commitments can only be removed or changed by the same type of action (for example resolution) of the District Board. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

**1-E. Assets, Liabilities, Deferred Outflows\Inflows of Resources, and Net Position or Equity
(continued)**

Assigned fund balance - This classification includes amounts that the District intends to use for a specific purpose but are neither restricted nor committed. These are established by the District Board. This category includes the remaining positive fund balances for governmental funds other than the general fund.

Unassigned fund balance - Residual classification of the General Fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the General Fund.

1-E-10. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes include a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not currently report deferred outflows of resources

In addition to liabilities, the statement of net position will sometimes include a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District does not currently report deferred inflows of resources.

1-E-11. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) and additions to/deductions from URS's fiduciary net position have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

1-E-12. Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results may differ from those estimates.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

2-A. Budgetary data

Budgets are adopted on a basis consistent with generally accepted accounting principles. The District maintains legally adopted budgets.

The District Board approves by resolution the total budget appropriation and the individual "township" appropriations. The District Budget Officer is authorized to transfer budget amounts within departments of a fund. Any revisions that alter the total appropriations of any fund must be approved by the District Board. For the District budget, Budgetary control is maintained primarily at the department level.

Each individual township also adopts their individual budget(s). For the Townships, budgetary control is maintained at the fund (township) level.

Unused appropriations for most of the annually budgeted funds lapse at the end of the year. The exceptions are those budgets for long-term capital projects.

NOTE 3 - DETAILED NOTES

3-A. Deposits and investments

Cash and investments as of December 31, 2019 consist of the following:

	Fair Value
Demand deposits - checking	\$ 5,892,896
State Treasurer's Investment Pool	25,940,370
Total cash	<u>\$ 31,833,266</u>

Cash and investments listed above are classified in the accompanying government-wide statement of net position as follows:

Cash and cash equivalents (current)	\$ 31,359,603
Restricted cash and cash equivalents (non-current)	473,663
Total cash and cash equivalents	<u>\$ 31,833,266</u>

Cash equivalents and investments are carried at fair value in accordance with GASB Statement No. 72.

The Utah Money Management Act (UMMA) establishes specific requirements regarding deposits of public funds by public treasurers. UMMA requires that District funds be deposited with a qualified depository which includes any depository institution which has been certified by the Utah State Commissioner of Financial Institutions as having met the requirements specified in UMMA Section 51, Chapter 7. UMMA provides the formula for determining the amount of public funds which a qualified depository may hold in order to minimize risk of loss and also defines capital requirements which an Institution must maintain to be eligible to accept public funds. UMMA lists the criteria for investments and specifies the assets which are eligible to be invested in, and for some investments, the amount of time to maturity.

UMMA enables the State Treasurer to operate the Public Treasurer's Investment Pool (PTIF). PTIF is managed by the Utah State Treasurer's investment staff and comes under the regulatory authority of the Utah Money Management Council. This council is comprised of a select group of financial professionals from units of local and state government and financial institutions doing business in the state. PTIF operations and portfolio composition is monitored at least semi-annually by the Utah Money Management Council. PTIF is unrated by any nationally recognized statistical rating organizations.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

3-A. Deposits and investments (continued)

Deposits in PTIF are not insured or otherwise guaranteed by the State of Utah. Participants share proportionally in any realized gains or losses on investments which are recorded on an amortized cost basis. The balance available for withdrawal is based on the accounting records maintained by PTIF. The fair value of the investment pool is approximately equal to the value of the pool shares. The District maintains monies not immediately needed for expenditure in PTIF accounts.

Fair value of investments

The District measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows: Level 1--Quoted prices for identical investments in active markets; Level 2--Observable inputs other than quoted market prices; and, Level 3--Unobservable inputs. At December 31, 2019, the District had \$25,940,370 invested in the PTIF, which uses a Level 2 fair value measurement.

Deposit and investment risk

The District maintains no investment policy containing any specific provisions intended to limit the District's exposure to interest rate risk, credit risk, and concentration of credit risk other than that imposed by UMMA. The District's compliance with the provisions of UMMA addresses each of these risks.

Interest rate risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. All deposits and investments of the District are available immediately.

Credit risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligations. Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits. At December 31, 2019, \$5,729,578 of the District's demand deposits of \$5,979,578 were uninsured. The book balance at year-end was \$5,883,354.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. This risk is addressed through the policy of investing excess monies only in PTIF.

Concentration of credit risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. PTIF falls under the constraints of UMMA in limiting concentrations of investments.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

3-B. Receivables

The allowance policy is described in Note 1-E-3. Receivables as of year-end for the District's funds are shown below:

	General Fund	Inter- governmental Salt Lake County	Capital Projects Fund	Kearns Metro Township	Magna Metro Township	Nonmajor Governmental Funds	Total
Intergovernmental	\$ 226,522	6,634,910	960,000	1,104,476	956,209	271,833	10,153,950
Customers	1,579	-	-	-	-	-	1,579
Total receivables	\$ 228,101	6,634,910	960,000	1,104,476	956,209	271,833	10,155,529

3-C. Capital assets

Capital asset activity for governmental activities was as follows:

	Beginning Balance	Additions	Retirements	Ending Balance
Governmental activities				
Capital assets, not being depreciated:				
Land and rights	\$ 31,215,843	-	-	31,215,843
Infrastructure	70,070,391	4,986,267	-	75,056,658
Construction in progress	4,839,761	3,201,323	6,691,140	1,349,944
Total capital assets, not being depreciated	106,125,995	8,187,590	6,691,140	107,622,445
Capital assets, being depreciated:				
Buildings	289,385	-	-	289,385
Improvements other than buildings	5,257,790	-	-	5,257,790
Leasehold improvements	1,055,815	-	-	1,055,815
Bridges and flood control	3,928,349	1,704,873	-	5,633,222
Total capital assets, being depreciated	10,531,339	1,704,873	-	12,236,212
Less accumulated depreciation for:				
Buildings	40,999	9,646	-	50,645
Improvements other than buildings	1,555,153	178,129	-	1,733,282
Leasehold improvements	976,105	3,814	-	979,919
Bridges and flood control	1,633,828	169,287	-	1,803,115
Total accumulated depreciation	4,206,085	360,876	-	4,566,961
Total capital assets being depreciated, net	6,325,254	1,343,997	-	7,669,251
Governmental activities capital assets, net	\$ 112,451,249	9,531,587	6,691,140	115,291,696

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

3-D. Long-term debt

Long-term debt activity for the governmental activities was as follows:

Other long-term liabilities:

Compensated absences:	Beginning	(Decrease)	Ending
Governmental	\$ -	141,276	141,276
Total	\$ -	141,276	141,276

3-E. Interfund transactions and balances

The District had the following interfund transactions for year ended December 31, 2019:

Interfund receivables and payables:

	Due To	Due From
General fund	\$ 8,955,257	-
Intergovernmental Salt Lake County	-	6,634,910
Kearns Metro Township	-	1,104,476
Magna Metro Township	-	956,209
Copperton Metro Township	-	29,506
Emigration Canyon Metro Township	-	63,910
White City Metro Township	-	166,246
Total	\$ 8,955,257	8,955,257

The District had the following interfund transfer for the year ended December 31, 2019:

Interfund transfers:

	Transfers In	Transfers Out
General fund	\$ 26,743,830	1,302,786
Intergovernmental Salt Lake County	49,212	12,271,715
Capital Projects	976,233	-
Kearns Metro Township	329,700	7,213,591
Magna Metro Township	352,625	6,143,673
Brighton Metro Township	-	3,890
Copperton Metro Township	178,019	294,868
Emigration Canyon Metro Township	192,480	610,010
White City Metro Township	200,750	1,182,317
Total	\$ 29,022,849	29,022,849

The District generally makes interfund transfers so cash can be accumulated for large capital expenditures.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

NOTE 4 - OTHER INFORMATION

4-A. Risk management

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. It is the policy of the District to purchase commercial insurance for these risks. Various policies are purchased through an insurance agency to cover liability, theft, damage, and other losses. A minimal deductible applies to these policies which the District pays in the event of any loss. There have been no significant reductions in the coverage from the prior year. Settled claims have not exceeded this commercial coverage in any of the three preceding years. The District also has purchased a workers' compensation policy.

4-B. Lease agreement

The District entered into an agreement with Salt Lake County to lease office space. The first term of the lease was for Oct 1, 2019 through Sep 30, 2020, with two one-year extension term options. The first extension term has been agreed to by both parties and thereby extends the lease term through Sep 30, 2021. The second renewal option will be revisited by the time period prescribed for in the agreement. The first term of the lease was for \$11,386.81 per month, while the recently entered first extension term is for \$14,066.06 per month.

4-C. Litigation

The District is a defendant in certain legal actions, pending actions, or in the process for miscellaneous claims. The ultimate liability which might result from the final resolution of the above matters is not presently determinable. District management is of the opinion the final outcome of the cases will not have an adverse effect on the District's financial statements.

4-D. Prior period adjustment

When the District was originally formed it was a part of Salt Lake County's accounting system. The bank accounts were also in the name of the County and the County paid for the costs of the District. When the District separated from the County at the end of 2018, the cash that was owed to the District from Salt Lake County's bank accounts were recorded on the financial statements of the District.

When the final amount was transferred in 2019, the County withheld funds for prior years' costs they determined had been incurred on behalf of the District. Therefore, it is necessary to restate both the fund balance and net position to reflect these additional costs in the amount of \$2,097,146.

4-E. Subsequent Events

In preparing these financial statements, the District has evaluated events and transactions for potential recognition or disclosure through the date of the audit report, which is the date the financial statements were available to be issued.

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REQUIRED SUPPLEMENTARY INFORMATION
(Unaudited)

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Greater Salt Lake Municipal Services District
Notes to Required Supplementary Information
December 31, 2019

Budgetary Comparison Schedules

The Budgetary Comparison Schedules presented in this section of the report is for the District's General Fund and other governmental funds. The schedules are presented in a basis that is consistent with GAAP.

Budgeting and Budgetary Control

The budget for the General Fund is legally required and is prepared and adopted on the modified accrual basis of accounting.

Original budgets represent the revenue estimates and spending authority authorized by the District Council prior to the beginning of the year. Final budgets represent the original budget amounts plus any amendments made to the budget during the year by the Council through formal resolution. Final budgets do not include unexpended balances from the prior year because such balances automatically lapse to unreserved fund balance at the end of each year.

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - GENERAL FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
Intergovernmental revenues	\$ 1,667,500	1,667,500	-	(1,667,500)
Interest	261,509	261,509	196,213	(65,296)
Miscellaneous revenue	867	867	107	(760)
Total revenues	1,929,876	1,929,876	196,320	(1,733,556)
EXPENDITURES:				
Salaries, wages and benefits	5,592,475	5,372,875	4,451,816	921,059
Operation equipment and supplies	434,221	456,401	448,060	8,341
Professional services	427,500	440,100	346,576	93,524
Interagency contracts	18,269,902	18,411,902	15,779,002	2,632,900
Insurance	4,800	52,800	59,630	(6,830)
Rent	3,000	140,000	158,778	(18,778)
Miscellaneous expenditures	-	-	31,279	(31,279)
Total expenditures	24,731,898	24,874,078	21,275,141	3,598,937
Excess (Deficiency) of Revenues over (Under) Expenditures	(22,802,022)	(22,944,202)	(21,078,820)	1,865,382
Other Financing Sources and (Uses):				
Transfers in	23,300,482	23,300,482	26,743,830	3,443,348
Transfers (out)	(5,852,064)	(5,852,064)	(1,302,786)	4,549,278
Total other financing sources and (uses)	17,448,418	17,448,418	25,441,044	7,992,626
Net Change in Fund Balances	(5,353,604)	(5,495,784)	4,362,223	9,858,007
Fund balances - beginning of year	14,061,257	14,061,257	14,061,257	-
Prior period adjustment	(2,097,146)	(2,097,146)	(2,097,146)	-
Fund balance - end of year	6,610,507	6,468,327	16,326,334	9,858,007

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - INTERGOVERNMENTAL SALT LAKE COUNTY FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
Sales taxes	\$ 5,880,000	5,880,000	6,360,537	480,537
License and permits	644,305	644,305	367,368	(276,937)
Intergovernmental revenues	625,361	625,361	4,875,057	4,249,696
Charges for services	236,134	236,134	494,600	258,466
Fines and forfeitures	119,805	119,805	65,295	(54,510)
Interest	109,783	109,783	120,835	11,052
Total revenues	7,615,388	7,615,388	12,283,692	4,668,304
EXPENDITURES:				
Salaries, wages and benefits	73,212	73,212	-	73,212
Operation equipment and supplies	-	-	13,643	(13,643)
Professional services	-	-	797	(797)
Total expenditures	73,212	73,212	14,441	58,771
Excess (Deficiency) of Revenues over (Under) Expenditures	7,542,176	7,542,176	12,269,252	4,727,076
Other Financing Sources and (Uses):				
Transfers in	73,212	73,212	49,212	(24,000)
Transfers (out)	(7,615,388)	(7,615,388)	(12,271,715)	(4,656,327)
Total other financing sources and (uses)	(7,542,176)	(7,542,176)	(12,222,503)	(4,680,327)
Net Change in Fund Balances	-	-	46,749	46,749
Fund balances - beginning of year	-	-	-	-
Fund balance - end of year	\$ -	-	46,749	46,749

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - CAPITAL PROJECTS FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
Intergovernmental revenues	\$ -	18,098,443	2,051,952	16,046,491
Interest	-	-	118,383	(118,383)
Total revenues	-	18,098,443	2,170,334	15,928,109
EXPENDITURES:				
Operation equipment and supplies	1,323,954	22,677,237	1,725,785	20,951,452
Capital outlay	3,201,324	3,201,324	3,201,324	-
Total expenditures	4,525,278	25,878,561	4,927,109	20,951,452
Excess (Deficiency) of Revenues over (Under) Expenditures	(4,525,278)	(7,780,118)	(2,756,775)	5,023,343
Other Financing Sources and (Uses):				
Transfers in	4,525,278	5,410,578	976,233	(4,434,345)
Transfers (out)	-	-	-	-
Total other financing sources and (uses)	4,525,278	5,410,578	976,233	(4,434,345)
Net Change in Fund Balances	-	(2,369,540)	(1,780,542)	588,998
Fund balances - beginning of year	14,597,323	14,597,323	14,597,323	-
Fund balance - end of year	\$ 14,597,323	12,227,783	12,816,781	588,998

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - KEARNS METRO TOWNSHIP FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
Sales taxes	\$ 4,669,133	4,669,133	4,628,756	(40,377)
License and permits	645,410	645,410	255,324	(390,086)
Intergovernmental revenues	1,206,475	1,206,475	1,213,291	6,816
Charges for services	775,892	185,767	302,644	116,877
Fines and forfeitures	358,576	358,576	195,973	(162,603)
Interest	9,533	9,533	84,244	74,711
Miscellaneous revenue	-	-	3,006	3,006
Total revenues	7,665,019	7,074,894	6,683,238	(391,657)
EXPENDITURES:				
Salaries, wages and benefits	66,000	66,000	70,208	(4,208)
Operation equipment and supplies	48,700	206,700	115,062	91,638
Professional services	136,000	136,000	248,473	(112,473)
Interagency contracts	55,000	55,000	3,545	51,455
Insurance	24,000	24,000	23,377	623
Total expenditures	329,700	487,700	460,664	27,036
Excess (Deficiency) of Revenues over (Under) Expenditures	7,335,319	6,587,194	6,222,574	(364,620)
Other Financing Sources and (Uses):				
Transfers in	329,700	329,700	329,700	-
Transfers (out)	(7,665,018)	(7,974,893)	(7,213,591)	761,302
Total other financing sources and (uses)	(7,335,318)	(7,645,193)	(6,883,891)	761,302
Net Change in Fund Balances	1	(1,057,999)	(661,317)	396,682
Fund balances - beginning of year	772,081	772,081	772,081	-
Fund balance - end of year	\$ 772,082	(285,918)	110,764	396,682

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - MAGNA METRO TOWNSHIP FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
Sales taxes	\$ 3,909,134	3,909,134	3,937,748	28,614
License and permits	-	-	880,169	880,169
Intergovernmental revenues	957,544	957,544	992,357	34,813
Charges for services	1,126,026	646,959	332,658	(314,301)
Fines and forfeitures	278,148	278,148	150,366	(127,782)
Interest	7,943	7,943	67,797	59,854
Miscellaneous revenue	-	-	2,461	2,461
Total revenues	6,278,795	5,799,728	6,363,556	563,828
EXPENDITURES:				
Salaries, wages and benefits	58,131	58,131	61,741	(3,610)
Operation equipment and supplies	23,200	23,200	15,293	7,907
Professional services	253,294	253,294	199,729	53,565
Interagency contracts	-	-	17,060	(17,060)
Insurance	18,000	18,000	27,170	(9,170)
Total expenditures	352,625	352,625	320,993	31,632
Excess (Deficiency) of Revenues over (Under) Expenditures	5,926,170	5,447,103	6,042,563	595,460
Other Financing Sources and (Uses):				
Transfers in	352,625	352,625	352,625	-
Transfers (out)	(6,278,835)	(5,867,768)	(6,143,673)	(275,905)
Total other financing sources and (uses)	(5,926,210)	(5,515,143)	(5,791,048)	(275,905)
Net Change in Fund Balances	(40)	(68,040)	251,515	319,555
Fund balances - beginning of year	649,920	649,920	649,920	-
Fund balance - end of year	\$ 649,880	581,880	901,435	319,555

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - BRIGHTON METRO TOWNSHIP FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
License and permits	\$ -	-	3,890	3,890
Total revenues	-	-	3,890	3,890
EXPENDITURES:				
Operation equipment and supplies	-	-	-	-
Total expenditures	-	-	-	-
Excess (Deficiency) of Revenues over (Under) Expenditures	-	-	3,890	3,890
Other Financing Sources and (Uses):				
Transfers in	-	-	-	-
Transfers (out)	-	-	(3,890)	(3,890)
Total other financing sources and (uses)	-	-	(3,890)	(3,890)
Net Change in Fund Balances	-	-	-	-
Fund balances - beginning of year	-	-	-	-
Fund balance - end of year	\$ -	-	-	-

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - COPPERTON METRO TOWNSHIP FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
Sales taxes	\$ 97,655	97,655	109,230	11,575
License and permits	14,604	14,604	17,049	2,445
Intergovernmental revenues	32,475	32,475	33,112	637
Charges for services	21,934	4,203	4,160	(43)
Fines and forfeitures	4,540	8,378	4,388	(3,990)
Interest	869	869	3,602	2,733
Total revenues	172,077	158,184	171,540	13,356
EXPENDITURES:				
Salaries, wages and benefits	66,000	66,000	66,000	-
Operation equipment and supplies	3,800	3,800	3,543	258
Professional services	59,248	59,248	28,243	31,005
Interagency contracts	40,000	40,000	4,425	35,575
Insurance	4,800	4,800	10,099	(5,299)
Total expenditures	173,848	173,848	112,310	61,538
Excess (Deficiency) of Revenues over (Under) Expenditures	(1,771)	(15,664)	59,230	74,894
Other Financing Sources and (Uses):				
Transfers in	178,019	178,019	178,019	-
Transfers (out)	(175,048)	(282,155)	(294,868)	(12,713)
Total other financing sources and (uses)	2,971	(104,136)	(116,849)	(12,713)
Net Change in Fund Balances	1,200	(119,800)	(57,619)	62,181
Fund balances - beginning of year	115,216	115,216	115,216	-
Fund balance - end of year	\$ 116,416	(4,584)	57,597	62,181

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - COPPERTON CEMETERY FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
Charges for services	\$ -	-	10,075	10,075
Total revenues	-	-	10,075	10,075
EXPENDITURES:				
Professional services	-	-	27	(27)
Total expenditures	-	-	27	(27)
Excess (Deficiency) of Revenues over (Under) Expenditures	-	-	10,048	10,048
Other Financing Sources and (Uses):				
Transfers in	-	-	-	-
Transfers (out)	-	-	-	-
Total other financing sources and (uses)	-	-	-	-
Net Change in Fund Balances	-	-	10,048	10,048
Fund balances - beginning of year	57,033	57,033	57,033	-
Fund balance - end of year	\$ 57,033	57,033	67,081	10,048

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - EMIGRATION CANYON METRO TOWNSHIP FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
Sales taxes	\$ 213,219	213,219	234,518	21,299
License and permits	-	-	75,260	75,260
Intergovernmental revenues	85,191	85,191	90,198	5,007
Charges for services	69,853	36,045	7,631	(28,414)
Fines and forfeitures	15,918	15,918	8,694	(7,224)
Interest	897	897	6,843	5,946
Total revenues	385,078	351,270	423,144	71,874
EXPENDITURES:				
Salaries, wages and benefits	74,132	74,132	85,135	(11,003)
Operation equipment and supplies	4,020	4,020	1,914	2,106
Professional services	45,266	45,266	19,530	25,736
Interagency contracts	44,562	44,562	9,876	34,686
Insurance	24,000	24,000	20,426	3,574
Rent	500	500	-	500
Total expenditures	192,480	192,480	136,881	55,599
Excess (Deficiency) of Revenues over (Under) Expenditures	192,598	158,790	286,263	127,473
Other Financing Sources and (Uses):				
Transfers in	192,480	192,480	192,480	-
Transfers (out)	(385,078)	(530,270)	(610,010)	(79,740)
Total other financing sources and (uses)	(192,598)	(337,790)	(417,530)	(79,740)
Net Change in Fund Balances	-	(179,000)	(131,266)	47,734
Fund balances - beginning of year	211,452	211,452	211,452	-
Fund balance - end of year	\$ 211,452	32,452	80,186	47,734

Greater Salt Lake Municipal Services District
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL - WHITE CITY METRO TOWNSHIP FUND
For the Year Ended December 31, 2019

	Budgeted Original	Budgeted Final	Actual	Variance with Final Budget
REVENUES:				
Sales taxes	\$ 674,843	674,843	670,258	(4,585)
License and permits	-	-	33,011	33,011
Intergovernmental revenues	208,454	208,454	201,940	(6,514)
Charges for services	239,396	135,350	38,080	(97,270)
Fines and forfeitures	56,970	56,970	30,354	(26,616)
Interest	1,452	1,452	14,484	13,032
Miscellaneous revenue	-	-	180	180
Total revenues	1,181,115	1,077,069	988,306	(88,763)
EXPENDITURES:				
Salaries, wages and benefits	27,000	27,000	35,135	(8,135)
Operation equipment and supplies	35,400	35,400	31,066	4,334
Professional services	126,150	126,150	103,074	23,076
Interagency contracts	2,000	2,000	7,329	(5,329)
Insurance	10,200	10,200	8,817	1,383
Total expenditures	200,750	200,750	185,421	15,329
Excess (Deficiency) of Revenues over (Under) Expenditures	980,365	876,319	802,886	(73,433)
Other Financing Sources and (Uses):				
Transfers in	200,750	200,750	200,750	-
Transfers (out)	(1,181,115)	(1,244,369)	(1,182,317)	62,052
Total other financing sources and (uses)	(980,365)	(1,043,619)	(981,567)	62,052
Net Change in Fund Balances	-	(167,300)	(178,681)	(11,381)
Fund balances - beginning of year	251,105	251,105	251,105	-
Fund balance - end of year	\$ 251,105	83,805	72,424	(11,381)

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

Required Supplementary Information
Modified Approach – Asset Management System

As allowed by GASB Statement No. 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*, the District and Townships have adopted an alternative method for reporting costs associated with certain infrastructure assets. Under this alternative method, referred to as the “modified approach,” infrastructure assets are not depreciated, and maintenance and preservation costs are expensed. The District and Townships capitalizes costs related to new construction, major replacements, and improvements that increase the capacity and/or efficiency of infrastructure assets reported under the modified approach.

In order to utilize the modified approach, the District and Townships are required to:

Maintain an asset management system that includes an up-to-date inventory of eligible infrastructure assets.

Perform and document replicable condition assessments of the eligible infrastructure assets and summarize the results using a measurement scale.

Estimate each year the annual amount to maintain and preserve the eligible infrastructure assets at the condition level established and disclosed by the District and Townships.

Document whether the infrastructure assets are being preserved approximately at or above the condition level established by the District and Townships.

Road System

The condition of the District and Townships’ 411 miles of road pavement is measured using the Distress Identification Manual for Long-Term Pavement Performance Projects published by the Strategic Highway Research Program (SHRP), which is based on a weighted average of seven distress factors found in pavement surfaces. The pavement management system uses a measurement scale that is based on a condition index ranging from 0 to 100.

The District and Townships apply the modified approach only to the 411 lane-miles of roads that are owned by the District and Townships and maintained by Salt Lake County’s Public Works Department. The goal of the District and Townships, in conjunction with adopting the modified approach, is to develop and provide a cost-effective pavement maintenance and rehabilitation program that preserves the District and Townships’ investment in the road network and enhances public transportation and safety.

Accounting principles generally accepted in the United States of America require reporting the last three complete condition assessments and needed-to-actual information for five years. The schedule below showing the percentage of roads in each service life category only presents information as of the most recent condition assessment period.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

Measurement Scale

The condition of road pavement is measured using a Pavement Management System. The system employs a measurement scale that considers the condition of the highways and roads as denoted by a Pavement Condition Index (PCI), ranging from 0 to 100. The PCI is used to classify roads into categories as follows:

Category	PCI Rating Range	Description
Very Good	94-100	New or nearly new pavement which provides a very smooth ride and is mainly free of distress. (no maintenance work needed.)
Good	76-93	Pavement which provides an adequate ride, and exhibits few, if any, visible signs of distress. (Minor maintenance may be needed.)
Fair	64-75	Surface defects in this category such as cracking, rutting, and raveling are affecting the ride of the user (Major maintenance is likely needed.)
Poor	41-63	These roadways have deteriorated to such an extent that they are in need of resurfacing, and the ride is noticeably rough. Structural improvements, in addition to major maintenance, are likely needed.)
Very Poor	0-40	Pavement in this category is severely deteriorated, and the ride quality is unacceptable (complete road reconstruction is likely needed.)

Established Condition Level

It is the District and Townships' policy to maintain approximately 30% of its roads/highways at or above the "good" condition level, and no more than 20% at a "very poor" condition. Condition assessments are performed by geographic District and Townships within the network on approximately one-third of the roads/highways each year, in order to achieve a complete condition assessment at least every three years.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

Assessed Conditions

The following table represents the District and Townships' estimated amounts needed to maintain and preserve its road network at or above its established condition levels, as well as the amounts actually spent on road maintenance and preservation, for 2019 (in thousands of dollars.)

<u>Category</u>	<u>2019</u>
Very Good/Good	62.35%
Very Poor	1.63%

The following table represents the District and Townships' estimated amounts needed to maintain and preserve its road network at or above its established condition levels, as well as the amounts actually spent on road maintenance and preservation, for 2019 (in thousands of dollars.)

	<u>2019</u>
Estimated Spending	\$ 1,000,000
Actual Spending	\$ 1,300,000

Comparison of Needed to Actual Costs Road Maintenance/Preservation			
		<u>2017</u>	<u>2018</u>
Needed	\$	3,583,000	\$ 1,000,000
Actual	\$	2,445,000	\$ 1,300,000

Two years information is presented for comparative purposes. More data will be presented in future years as it becomes available.

Bridge Network

The condition of the District and Townships' bridges is determined using the Structures Inventory System to monitor the condition of the nine District and Townships-owned bridges. A number ranging from 1 – 100 is calculated based on condition, geometry, functional use, safety, and other factors. Three categories of condition are established, 80 to 100, 50 to 79, and 1 to 49. It is District and Townships policy to maintain bridges with an average score of 70 or better. A condition assessment performed in fiscal years 2019 yielded an average score of 71. Condition assessments are performed every two years.

Accounting principles generally accepted in the United States of America require reporting the last three complete condition assessments and needed-to-actual information for five years. Because the District was formally formed in 2017, with responsibility of the townships passing from Salt Lake County, the MSD will only show current fiscal conditions. Further condition assessments will be shown as they become available. The schedule below showing the percentage of bridges in each condition assessment category for 2019.

One Bridge, number 035073D actually crosses jurisdictions into Cottonwood Heights City.

Greater Salt Lake Municipal Services District
NOTES TO FINANCIAL STATEMENTS
December 31, 2019

FYE 2019 average remaining service life and condition rating of the bridge network is:

Subjective Condition Rating of Bridge Network

80 to 100	54.55%
50 to 79	27.27%
0 to 49	<u>18.18%</u>
	100.00%

Comparison of Needed-to Actual Costs
Bridge Maintenance/Preservation

	2017	2018	2019
Needed	\$ 61,124	\$ 43,177	\$ 300,000
Actual	\$ 61,124	\$ 665	\$ -

COMBINING STATEMENTS

Greater Salt Lake Municipal Services District
COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS
December 31, 2019

	Brighton Metro Township	Copperton Metro Township	Copperton Cemetery	Emigration Canyon Metro Township	White City Metro Township	Total Nonmajor Governmental Funds
ASSETS						
Cash and cash equivalents	\$ -	64,948	-	71,045	74,197	210,190
Due from other governments	-	29,506	-	76,081	166,246	271,833
Restricted cash and cash equivalents	-	-	67,081	23,392	-	90,473
TOTAL ASSETS	\$ -	94,455	67,081	170,517	240,443	572,496
LIABILITIES						
Accounts payable	\$ -	7,352	-	3,030	1,772	12,153
Performance bonds	-	-	-	23,392	-	23,392
Due to other funds	-	29,506	-	63,910	166,246	259,662
TOTAL LIABILITIES	-	36,858	-	90,331	168,018	295,207
FUND BALANCES:						
Restricted	-	-	67,081	-	-	67,081
Assigned	-	57,597	-	80,186	72,424	210,208
TOTAL FUND BALANCES	-	57,597	67,081	80,186	72,424	277,289
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ -	94,455	67,081	170,517	240,443	572,496

Greater Salt Lake Municipal Services District
**COMBINING STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS**
For the Year Ended December 31, 2019

	Brighton Metro Township	Copperton Metro Township	Copperton Cemetery	Emigration Canyon Metro Township	White City Metro Township	Total Nonmajor Governmental Funds
REVENUES:						
Sales taxes	\$ -	109,230	-	234,518	670,258	1,014,006
Licenses and permits	3,890	17,049	-	75,260	33,011	129,210
Intergovernmental revenues	-	33,112	-	90,198	201,940	325,250
Charges for services	-	4,160	10,075	7,631	38,080	59,946
Fines and forfeitures	-	4,388	-	8,694	30,354	43,435
Interest	-	3,602	-	6,843	14,484	24,928
Miscellaneous revenue	-	-	-	-	180	180
Total revenues	3,890	171,540	10,075	423,144	988,306	453,739
EXPENDITURES:						
Salaries, wages and benefits	-	66,000	-	85,135	35,135	186,270
Operation equipment and supplies	-	3,543	-	1,914	31,066	36,522
Professional services	-	28,243	27	19,530	103,074	150,874
Interagency contracts	-	4,425	-	9,876	7,329	21,630
Insurance	-	10,099	-	20,426	8,817	39,342
Total expenditures	-	112,310	27	136,881	185,421	434,638
Excess (Deficiency) of Revenues over (Under) Expenditures	3,890	59,230	10,048	286,263	802,886	1,162,317
Other Financing Sources and (Uses):						
Transfers in	-	178,019	-	192,480	200,750	571,249
Transfers out	(3,890)	(294,868)	-	(610,010)	(1,182,317)	(2,091,084)
Total other financing sources and (uses)	(3,890)	(116,849)	-	(417,530)	(981,567)	(1,519,835)
Net Change in Fund Balances	-	(57,619)	10,048	(131,266)	(178,681)	(357,518)
Fund balances - beginning of year	-	115,216	57,033	211,452	251,105	634,807
Fund balance - end of year	\$ -	57,597	67,081	80,186	72,424	277,289

Greater Salt Lake Municipal Services District

Standard Financial Report

70 White City - 01/01/2020 to 08/28/2020

66.67% of the fiscal year has expired

	2019 Year-End Actual	August Actual	2020 YTD Actual	2020 Budget	Unearned/ Unused Budget	% Earned/ Used
Change In Net Position						
Revenue:						
Taxes						
Sales taxes						
3100.300 Sales Tax	642,982.48	66,429.18	276,924.38	627,000.00	350,075.62	44.17%
Total Sales taxes	642,982.48	66,429.18	276,924.38	627,000.00	350,075.62	44.17%
Total Taxes	642,982.48	66,429.18	276,924.38	627,000.00	350,075.62	44.17%
Licenses and permits						
Business licenses						
3100.130 Business Licenses	3,529.50	312.00	1,549.50	500.00	(1,049.50)	309.90%
Total Business licenses	3,529.50	312.00	1,549.50	500.00	(1,049.50)	309.90%
Building permits						
3100.260 Building Permit	21,150.05	1,123.60	33,411.14	33,100.00	(311.14)	100.94%
Total Building permits	21,150.05	1,123.60	33,411.14	33,100.00	(311.14)	100.94%
Other license and permits						
3100.261 Other Permits	250.00	0.00	0.00	11,100.00	11,100.00	0.00%
3100.263 Sewer and Water Permits	250.00	0.00	0.00	0.00	0.00	0.00%
3100.264 Zoning-Land Use Permit	900.00	610.00	3,940.89	0.00	(3,940.89)	0.00%
Total Other license and permits	1,400.00	610.00	3,940.89	11,100.00	7,159.11	35.50%
Total Licenses and permits	26,079.55	2,045.60	38,901.53	44,700.00	5,798.47	87.03%
Intergovernmental revenue						
Intergovernmental Other						
3100.350 SB 136 Sales Tax	27,275.25	36,992.40	108,155.27	60,500.00	(47,655.27)	178.77%
Total Intergovernmental Other	27,275.25	36,992.40	108,155.27	60,500.00	(47,655.27)	178.77%
B&C Road Fund Allotment						
3100.560 B&C Road Fund Allotment	201,940.21	35,154.37	128,309.01	214,000.00	85,690.99	59.96%
Total B&C Road Fund Allotment	201,940.21	35,154.37	128,309.01	214,000.00	85,690.99	59.96%
State liquor fund						
3100.580 State Liquor Fund Allotment	0.00	0.00	0.00	2,700.00	2,700.00	0.00%
Total State liquor fund	0.00	0.00	0.00	2,700.00	2,700.00	0.00%
Total Intergovernmental revenue	229,215.46	72,146.77	236,464.28	277,200.00	40,735.72	85.30%
Charges for services						
Charges other						
3100.420 Engineering Services	38,079.80	0.00	1,610.00	0.00	(1,610.00)	0.00%
Total Charges other	38,079.80	0.00	1,610.00	0.00	(1,610.00)	0.00%
Total Charges for services	38,079.80	0.00	1,610.00	0.00	(1,610.00)	0.00%
Fines and forfeitures						
Code enforcement fines and fees						
3100.240 Code Enforcement Fines and	6,931.78	0.00	298.58	1,600.00	1,301.42	18.66%
Total Code enforcement fines and fees	6,931.78	0.00	298.58	1,600.00	1,301.42	18.66%
Justice court fines/forfeitures						
3100.500 Justice Court Fines/Forfeiture	30,353.75	13,305.07	13,305.07	38,500.00	25,194.93	34.56%
Total Justice court fines/forfeitures	30,353.75	13,305.07	13,305.07	38,500.00	25,194.93	34.56%
Total Fines and forfeitures	37,285.53	13,305.07	13,603.65	40,100.00	26,496.35	33.92%
Interest						
3600.100 Interest Earnings	14,483.50	0.00	2,163.62	9,900.00	7,736.38	21.85%
Total Interest	14,483.50	0.00	2,163.62	9,900.00	7,736.38	21.85%
Miscellaneous revenue						
Miscellaneous other						
3600.900 Other Revenue	0.00	0.00	1,454.20	0.00	(1,454.20)	0.00%
3600.950 Non-Interlocal Revenue desig	180.00	0.00	0.00	0.00	0.00	0.00%
Total Miscellaneous other	180.00	0.00	1,454.20	0.00	(1,454.20)	0.00%
Total Miscellaneous revenue	180.00	0.00	1,454.20	0.00	(1,454.20)	0.00%
Contributions and transfers						
3800.100 Transfer In	200,750.00	0.00	259,400.00	259,400.00	0.00	100.00%
Total Contributions and transfers	200,750.00	0.00	259,400.00	259,400.00	0.00	100.00%
Total Revenue:	1,189,056.32	153,926.62	830,521.66	1,258,300.00	427,778.34	66.00%

Greater Salt Lake Municipal Services District

Standard Financial Report

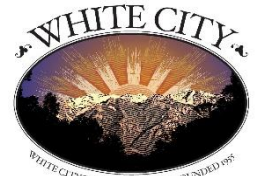
70 White City - 01/01/2020 to 08/28/2020

66.67% of the fiscal year has expired

	2019 Year-End Actual	August Actual	2020 YTD Actual	2020 Budget	Unearned/ Unused Budget	% Earned/ Used
Expenditures:						
Administration						
4100.100 Wages	30,592.02	1,528.84	10,701.92	29,100.00	18,398.08	36.78%
4100.130 Employee Benefits	4,542.64	271.16	3,698.00	0.00	(3,698.00)	0.00%
4100.210 Subscriptions/Memberships	50.00	0.00	25.00	1,000.00	975.00	2.50%
4100.220 Printing/Publications/Advertisin	3,615.44	0.00	801.98	10,000.00	9,198.02	8.02%
4100.240 Office Expense and Supplies	209.76	0.00	174.21	2,000.00	1,825.79	8.71%
4100.310 Attorney-Civil	27,924.00	3,135.00	30,058.89	50,000.00	19,941.11	60.12%
4100.320 Attorney-Land Use	5,803.00	0.00	0.00	0.00	0.00	0.00%
4100.330 Training and Seminars	367.50	0.00	0.00	1,000.00	1,000.00	0.00%
4100.350 Budget and Auditing	4,500.00	0.00	0.00	0.00	0.00	0.00%
4100.360 Web Page Development/Maint	6,126.51	0.00	2,864.35	3,000.00	135.65	95.48%
4100.370 Software/Streaming	255.00	0.00	0.00	0.00	0.00	0.00%
4100.390 Payroll Processing Fees	826.11	74.60	691.80	900.00	208.20	76.87%
4100.410 Communications	0.00	0.00	0.00	3,200.00	3,200.00	0.00%
4100.420 Contributions/Special Events	28,681.97	0.00	28,000.00	28,000.00	0.00	100.00%
4100.470 Credit card and Bank Expense	0.00	0.00	0.00	500.00	500.00	0.00%
4100.510 Insurance	8,817.00	0.00	9,116.00	9,300.00	184.00	98.02%
4100.520 Workers Comp Insurance	0.00	0.00	482.00	0.00	(482.00)	0.00%
4100.600 Professional and Technical	28,590.10	2,349.79	15,265.84	84,400.00	69,134.16	18.09%
4100.650 SL (Client) County Support Ser	7,328.71	817.26	5,277.05	35,000.00	29,722.95	15.08%
4100.750 Non-Cap Improvements	25,992.28	0.00	0.00	0.00	0.00	0.00%
4100.850 Beer Funds	0.00	0.00	0.00	2,700.00	2,700.00	0.00%
4100.900 Sundry Charges	750.00	0.00	0.00	0.00	0.00	0.00%
4100.970 Rent	381.28	0.00	0.00	2,000.00	2,000.00	0.00%
4100.980 Non-Classified Expenses	67.28	0.00	0.00	0.00	0.00	0.00%
Total Administration	185,420.60	8,176.65	107,157.04	262,100.00	154,942.96	40.88%
Transfers						
4100.928 Trans to General Fund	1,015,016.70	0.00	346,544.26	935,700.00	589,155.74	37.04%
4100.930 Trans to Capital Fund	167,300.00	0.00	0.00	60,500.00	60,500.00	0.00%
Total Transfers	1,182,316.70	0.00	346,544.26	996,200.00	649,655.74	34.79%
Total Expenditures:	1,367,737.30	8,176.65	453,701.30	1,258,300.00	804,598.70	36.06%
Total Change In Net Position	(178,680.98)	145,749.97	376,820.36	0.00	(376,820.36)	0.00%



Modified Area Cleanup Fact Sheet Updated August 27, 2020



White City Metro Township and the Southeast Islands will have containers available for reservation from Friday, September 11th through Thursday, September 17th. There will be 85 containers available per day, which is approximately 1 container per 8 households if homeowners choose to share their reserved container.

Here's how it works:

- Reservations will open to residents when they receive their postcards, approximately two weeks in advance of the available dates.
- Reservations are made on our website wasatchfrontwaste.org, and will be on a first-come, first-served basis.
- Containers will be placed in the homeowner's driveway.



Reasons for modified Program:

- For the past three years, WFWRD has not been able to adequately staff this program with the 21 drivers needed for the traditional service. For the 2020 program, WFWRD was only able to hire 16 out of the needed 21 drivers needed for the traditional program.
- The COVID-19 pandemic has proven to be a challenge to keep employees healthy and working.
- Residential curbside services are the number one priority and WFWRD cannot take drivers from these services to cover Area Cleanup (ACUP).
- The National Waste & Recycling Association's safety recommendations state that waste haulers should not physically handle residents' waste during the COVID-19 pandemic. The ACUP always bring garbage and debris piles on the streets that have to be physically handled by employees.



Benefits to the Modified Program so Far:

- Residents who need the service are utilizing it without the issues of it being full before they can use it.
- There are no “mini-landfills” that create health and safety hazards, and require that WFWRD employees must physically handle the waste.
 - A manageable workload even with staff shortages because of the efficiencies with not having to deal with piles in the streets around the containers.
 - Reduced scavenging.
- The majority of the residents who requested the service have been accommodated.
- Reduced illegal dumping and containers being abused by contractors, landscapers, and residents who don't live in the District.

Residents concerns are as follows:

- Containers will cause damage to driveways.
 - There may be minor scrapes from the metal wheels, but there have been no permanent damages.
- Driveways are not large enough to hold a container.
 - The containers are 8' x 12' and weigh 1.7 tons. As long as the driveways are not blocked, the container will fit.
- There will not be enough containers for every neighborhood due to the first come, first served reservation system.
 - WFWRD does not have resources to provide a container for every home, nor does every home need a container.
 - WFWRD does not dictate where the containers will go.
- What about people coming on to properties without permission? (This is trespassing)
 - We are informing residents that if they reserve a container, it is up to them to share it and invite their neighbors to use it.



What other communities have experienced this year:

Metro/City	Homes	Containers	Ratio	Cancels	Tons	Mattress	Tires	Fridges
Kearns	9,949	1,108	8.98	14	1,045.17	51	41	3
Magna	7,361	806	9.13	11	827.47	33	3	2
Taylorsville	13,730	1,533	8.96	28	1,422	473	68	26
Millcreek	15,784	1,905	8.30	37	2,047	661	105	61
White City	1,825							

From: Karen Kuipers
Sent: Wednesday, August 26, 2020 12:40 PM
Subject: Urban County Renewal Process - URGENT NOTICE!
Importance: High

Good morning Mayors! **This email is to give you a heads-up about an urgent matter that will require your attention within the next week, and which will require formal action by your Councils prior to September 18th.**

As you are aware, Salt Lake County has been working on the renewal of the Urban County certification through HUD. The required documents were sent to HUD on June 17th. Salt Lake County was notified on August 19th that issues were identified which must be addressed PRIOR to acceptance by HUD. Guidance has been provided regarding language in the three interlocal cooperation agreements which must be updated before HUD will certify that the interlocal cooperation agreements meet the requirements in section V of the Notice for urban county qualification for FY 2021-2023.

We spoke to our HUD representative and members from the HUD legal team this morning to get additional clarification. As a result, the Salt Lake County District Attorney's office is currently working on revising the interlocal agreements as required by HUD. The intention is to combine the three current interlocal agreements into one new agreement, which will address the following issues related to Urban County participation in the CDBG, ESG, and HOME programs:

1. None of the interlocals refer to ESG, although County receives ESG funding.
 - a. Interlocal Agreements must state that they cover the CDBG Entitlement program "and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Programs (i.e. where the urban county receives funding under the ESG Program or receives funding under the HOME program as an Urban County or as a member of a HOME Consortium).
 - b. *Amend to incorporate the required ESG language.*
2. Interlocals use language regarding HOME that varies from the language required by HUD at V.D.2 and omit the ESG language at VD3.

- a. Interlocals must include language that a participating ULGL may receive a formula allocation under HOME or ESG only through the Urban County.
 - b. *Amend interlocals to incorporate the required formula grant language.*
3. Interlocal Agreements must provide that they remain in effect until CDBG (and HOME and ESG) funds and program income received are expended.
 - a. County's interlocals do not reference ESG even though SLCo receives ESG money.
 - b. *Amend the interlocal agreements to remain in effect until program income is received and expended.*
4. County's interlocal agreements should contain language prescribed by V.G. – the reference to “income” should be changed to “program income” and the following language must be added: “The County and participating UGLG cannot terminate or withdraw from the cooperation agreement while it remains in effect.
5. Interlocals must contain language specifying that pursuant to 24 CFR 570.501(b), the UGLG is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
 - a. Fully incorporate the content in section VK from HUD's notice, including the statement that the participating UGLG's are subject to the same requirements as subrecipients.

Although we do not have the revised agreements for your review yet, we want to put this on your radar! The DA is working fast to get the approved document to you this week. Also, **please be advised that we have a hard deadline on September 18th, at which time we MUST have the new interlocal agreements signed and submitted to HUD! If we do not meet this deadline, we jeopardize the Urban County CDBG, ESG, and HOME allocations!** We will be following up with a phone call to your offices to make sure that we copy appropriate staff for your respective cities and metro townships, but we are asking you to **please ensure that the updated interlocal agreements are added to the agendas of your council meetings as necessary to obtain approval and signatures prior to September 18th!**

Thank you for your attention to this matter! Please do not hesitate to contact me if you have any questions or concerns!

**A RESOLUTION OF THE WHITE CITY METRO TOWNSHIP COUNCIL
APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL
COOPERATION AGREEMENT WITH SALT LAKE COUNTY, TOWN OF ALTA,
TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP,
COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO
TOWNSHIP, HERRIMAN CITY, HOLLADAY CITY, KEARNS METRO TOWNSHIP,
MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK,
MURRAY CITY, RIVERTON CITY, AND CITY OF SOUTH SALT LAKE RELATING
TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME
INVESTMENT PARTNERSHIP PROGRAM**

The White City Metro Township Council, acting as the legislative governing body of the White City Metro Township, resolves as follows:

WHEREAS, Salt Lake County ("County") participates as an "urban county," as defined by federal regulation, in the Community Development Block Grant ("CDBG"), Emergency Solutions Grant ("ESG"), and the HOME Investment Partnership ("HOME") programs administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County has previously entered into three distinct interlocal cooperation agreements with participating municipalities within Salt Lake County that did not receive separate CDBG, ESG, and HOME program entitlement grants governing the Parties participation in the CDBG, ESG and HOME programs which fell short of strictly complying with all HUD-imposed requirements; and

WHEREAS, the County now desires to proceed with a single interlocal agreement with all participating municipalities, including White City Metro Township, which does strictly comply with all HUD-imposed requirements and which supersedes and terminates effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 are expended and the funded activities completed, the following interlocal agreements

between the County and the above referenced cities, which pertain to participating in the urban county for CDBG, ESG, and HOME Investment Partnership Programs: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108; and

WHEREAS, an Interlocal Cooperation Agreement (“Agreement”) has been prepared for approval and execution by and between the County and participating municipalities, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13-101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

NOW, THEREFORE, be it resolved by the White City Metro Township Council that the attached Interlocal Cooperation Agreement between White City Metro Township and Salt Lake County, Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Herriman City, Holladay City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., City of Millcreek, Murray City, Riverton City, and City of South Salt Lake, relating to the conduct of the CDBG, ESG, and HOME Programs is hereby approved by White City Metro Township and the Mayor is hereby authorized to execute the same on behalf of White City Metro Township.

[signature page to follow]

APPROVED this ___ day of _____, 2020.

White City Metro Township

By _____
Paulina F. Flint

ATTEST:

Salt Lake County Clerk

Voting:

Council Member Dickerson	voting _____
Council Member Price	voting _____
Council Member Little	voting _____
Council Member Perry	voting _____
Mayor Flint	voting _____

Approved as to Form:

By: _____
Paul H. Ashton,
White City Attorney

Date: _____

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

**TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON
METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY,
EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY
CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE
CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF
SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP**

Relating to the conduct of

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM**

For

FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into effective ____ day of _____ 20__ by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development (“County”) and the following governmental entities: Town of **Alta**, Town of **Brighton**, **Bluffdale** City, **Copperton** Metro Township, **Cottonwood Heights**, **Draper** City, **Emigration Canyon** Metro Township, **Herriman** City, **Holladay** City, **Kearns** Metro Township, **Magna** Metro Township, **Midvale** City Corp., City of **Millcreek**, **Murray** City, **Riverton** City, City of **South Salt Lake**, and **White City** Metro Township, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the “Cities.”

RECITALS:

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of

1974, as since amended (42 U.S.C. 5301 *et seq.*); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq.*); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program (42 U.S.C. 11301 *et seq.*); (collectively referred to as the “Acts”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts’ programs which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants (“CDBG”), HOME Investment Partnerships, and Emergency Solutions Grants (“ESG”) Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the “Regulations”), which Regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive funds from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD’s amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 1993, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the then existing municipalities within Salt Lake County that did not receive separate CDBG and HOME program entitlement grants. Subsequently, the County entered into a second interlocal cooperation agreement in 2006 with several cities which had incorporated since the 1993 Agreement had been executed. Likewise, in 2017, the County entered into a third interlocal cooperation agreement with several more cities and townships which had incorporated since the 2006 Agreement. The County now wishes to terminate the

three prior interlocal agreements entered into for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities and replace them with this sole agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the fiscal year 2021-2023 urban county qualification process, the County and the Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Consolidated Plan" (the "Plan") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.
2. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDBG, ESG, and HOME program qualification and grant calculation purposes.
3. This Agreement shall be in effect during three CDBG, ESG, and HOME Program years beginning July 1, 2021 and ending June 30, 2024 (e.g., Federal FYs 2021 – 2023) and shall automatically renew for successive three-year periods thereafter.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 13 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's

“Instructions for Urban County Qualification for Participation in Community Development Block Grant (“CDBG”) Programs” for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD’s grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD’s urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County’s annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants under the Small Cities or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county’s CDBG and ESG programs; (2) may receive a formula allocation under the HOME Program only through the urban county (thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, but no party shall be precluded from applying to the State for HOME funds, if the state allows); and (3) may receive a formula allocation under the ESG Program only through the urban county, but this does not preclude any party from applying to the State for ESG funds, if the State law allows. Accordingly, the Cities agree that, as to all projects and activities performed or conducted in the Cities under any CDBG, ESG, or HOME program grant agreement received by the County which includes the Cities, the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Plan for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification notice and to submit such amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

In addition the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development act of 1974 as amended. The Parties further agree that all grants awarded under this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a).

Further, the Parties hereby agree to comply with section 109 of Title I of the Housing and Community Development act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968 as well as all other applicable laws. The Parties shall not fund activities in, or in support of, any City that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the County's fair housing certification.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance;

provided, however, if the County fails to qualify as an urban county or does not receive CDBG Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole.

14. If the County qualifies as an urban county and the City is included, the parties agree not to veto or otherwise obstruct the implementation of the approved Plan during the period covered by the Agreement.

15. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

16. The following provisions are also integral parts of this Agreement:

(a) *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

(b) *Captions.* The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) *Counterparts.* This agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) *Severability.* The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(e) *Waiver of Breach.* Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) *Cumulative Remedies.* The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

(g) *Amendment.* This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Time of Essence.* Time is of the essence in this Agreement.

(i) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice.* Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the Parties at their respective addresses.

(k) *No Interlocal Entity.* The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget.* If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

(o) *Exhibits and Recitals.* The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(p) *Attorney Approval.* This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity.* All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment.* The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards.* The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements.* Effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 are expended and the funded activities completed, this Agreement shall supersede and terminate the following interlocal agreements between the County and other Parties to this Agreement which pertain to similar subject matter as this Agreement: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108.

[Signature pages to follow]

SIGNATURE PAGE FOR SALT LAKE COUNTY
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

SALT LAKE COUNTY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law
Salt Lake County District Attorney

By: Megan Smith
Megan L. Smith,
Deputy District Attorney

Date: August 31, 2020

SIGNATURE PAGE FOR TOWN OF ALTA
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
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TOWN OF ALTA

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR TOWN OF BRIGHTON
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TOWN OF BRIGHTON

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR BLUFFDALE CITY
TO THE
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BLUFFDALE CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COPPERTON METRO TOWNSHIP
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COPPERTON METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR COTTONWOOD HEIGHTS CITY
TO THE
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Relating to the conduct of
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COTTONWOOD HEIGHTS CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR DRAPER CITY
TO THE
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DRAPER CITY

By: _____
Mayor or Designee

Approved as to Form and
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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR EMIGRATION CANYON METRO TOWNSHIP
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EMIGRATION CANYON METRO
TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR HERRIMAN CITY
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HERRIMAN CITY

By: _____
Mayor or Designee

Approved as to Form and
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By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR HOLLADAY CITY
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And successive three-year periods thereafter

HOLLADAY CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR KEARNS METRO TOWNSHIP
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KEARNS METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MAGNA METRO TOWNSHIP
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MAGNA METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MIDVALE CITY CORP.
TO THE
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And successive three-year periods thereafter

MIDVALE CITY CORP.

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR CITY OF MILLCREEK
TO THE
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And successive three-year periods thereafter

CITY OF MILLCREEK

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR MURRAY CITY
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MURRAY CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR RIVERTON CITY
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RIVERTON CITY

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR CITY OF SOUTH SALT LAKE
TO THE
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CITY OF SOUTH SALT LAKE

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

SIGNATURE PAGE FOR WHITE CITY METRO TOWNSHIP
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And successive three-year periods thereafter

WHITE CITY METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

CARES ACT FUNDING AGREEMENT FOR UNIFIED FIRE AUTHORITY

This Agreement (“Agreement”) is between the **WHITE CITY METRO TOWNSHIP**, a municipality and political subdivision of the State of Utah (hereinafter known as the “Municipality”), and the Unified Fire Authority, an interlocal entity organized pursuant to the Utah Interlocal Cooperation Act comprised of other municipalities (the “Sub-Grantee”). The Municipality and Sub-Grantee are collectively referred to as the Parties.

RECITALS

- A. Salt Lake 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. Salt Lake County provided CARES Act funds to the Municipality to assist in the containment of COVID-19.
- D. The Municipality is a member entity of the Sub-Grantee and receives fire protection and emergency medical response services from Grantee, the provision of which includes necessary expenses related to the prevention of the spread of COVID-19.
- E. Sub-Grantee is an appropriate recipient of Municipality’s CARES funds as Municipality will indirectly be responsible for the costs of these necessary expenses through an increase of its member fee, the means by which Municipality pays Sub-Grantee for its services. Direct payment of these expenses via a sub-grant of CARES funds avoids the unbudgeted increase in Municipality member fee.

THEREFORE, the Parties agree as follows:

1. CONSIDERATION AND AUTHORITY:

- a. Municipality will provide \$_____ of the CARES Act funding (the “Sub-Grant Funds”) it received from Salt Lake County to achieve the objectives outlined in the above recitals, which recitals are hereby incorporated by reference into this Agreement. This amount represents the Municipality’s proportional share of the Sub-Grantee’s incurred and anticipated expenses in combatting COVID-19 in the form of additional staffing and supplies.
- b. The Sub-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.

- c. Sub-Grantee's signatory below certifies that the signatory has all necessary authority to bind the Sub-Grantee and accept a sub-grant from Municipality for the allocation of funds from Salt Lake County pursuant to the CARES Act.
2. ALLOWABLE USES: As provided in the CARES Act, Sub-Grantee will use Sub-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"), specifically for the additional staffing and supplies incurred as a result of the public health emergency;
 - b. Were not accounted for in Sub-Grantee's most recently approved budget as of the date of this Agreement; and
 - c. Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
3. PROHIBITED USES:
- a. Sub-Grant Funds provided pursuant to this Agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections or any other ineligible expenditures as stated in guidance currently available or to be issued by the Treasury.
 - b. Sub-Grant Funds received pursuant to this Agreement cannot be used for expenditures where Sub-Grantee has or will receive funding from the County for the same loss or expense if the amount of the expenditure exceeds the Sub-Grantee's actual losses or expenses when added to any prior or anticipated County funding. Sub-Grantee may similarly not use Sub-Grant Funds for Sub-Grantee's losses or expenses reimbursed under any other federal, state, or private program.
 - c. The Sub-Grantee agrees that the Sub-Grantee is fully responsible for compliance with federal law and federal guidance regarding the expenditure of the Sub-Grant Funds. The CARES Act and related guidance from the Treasury supersede any provision of this Agreement regarding the lawful use of Sub-Grant Funds by the Sub-Grantee. Sub-Grantee may not rely on the terms of this Agreement as a defense to unlawful expenditures of Sub-Grant Funds where the terms of this Agreement are in conflict with the CARES Act or guidance from the Treasury.
 - d. Sub-Grantee agrees, understands, and certifies that as a recipient of federal funds it is required to, and will, 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. Sub-Grantee will 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 will terminate December 31, 2020.
5. **EXPENDITURE DEADLINE:** Sub-Grant Funds provided by Municipality pursuant to this Agreement that are not expended on necessary expenditures on or before December 31, 2020, by Sub-Grantee or its subgrantee(s) or subcontractors, will be returned to Municipality or , if directed, to Salt Lake County or the Treasury.
6. **GRANT FUND GUIDANCE:** Sub-Grantee must adhere to any current or future federal or Salt Lake County guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to Sub-Grantee by the Municipality. 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 Sub-Grantee receives funding from another source intended for a similar purpose (i.e. to combat and address the effects of COVID-19), Sub-Grantee will reimburse Municipality the Sub-Grant Funds the Municipality provided which have been spent by Sub-Grantee and any unused funds, up to the amount of the other funding, within 15 calendar days of the Sub-Grantee's receipt of such additional funding.
8. **IMPROPER USE:**
 - a. If a County, State of Utah, or Treasury audit findings determine that any Sub-Grant Funds received by the Sub-Grantee were expended in violation of the requirements of the CARES Act, or any applicable law, Sub-Grantee will return or repay those Sub-Grant Funds to Municipality or Salt Lake County, as directed by the audit, within 15 calendar days of written notice of the determination.
 - b. If the Sub-Grantee fails for any reason to repay the Sub-Grant Funds to the Municipality or Salt Lake County under this Agreement, and the Municipality or Salt Lake County repays the Sub-Grant Funds to the Treasury, the amount paid by the Municipality or Salt Lake County will become a past due obligation of the Sub-Grantee and may be immediately collected 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, Sub-Grantee will retain documentation of all uses of the Sub-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 will be produced to Municipality, Salt Lake County, or the Treasury upon request.
- b. Upon termination of this Agreement for any reason, the Sub-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. Sub-Grantee will fully cooperate with the Municipality, County, the Treasury, and the State of Utah in any investigations or audits into the use of Sub-Grant Funds.
- d. Sub-Grantee will 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. CHOICE OF LAW: This Agreement will be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement will be brought in a court of competent jurisdiction in the State of Utah. Venue will be in Salt Lake County, in the Third Judicial District Court for Salt Lake County.

11. GOVERNMENTAL IMMUNITY: Municipality and Sub-Grantee are both political subdivisions 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 they will only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement will 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.

12. SURVIVAL: Termination or expiration of this Agreement will not extinguish or prejudice the Municipality or Salt Lake County’s right to recoup or otherwise recover Sub-Grant Funds from Sub-Grantee as provided in this Agreement. Additionally, termination or expiration of this Agreement will not extinguish or prejudice the Municipality’s rights to enforce this Agreement, or with respect to any default of this Agreement.

13. FAIR ALLOCATION. The Parties hereby agree that the amount of the Sub-Grant was equitably determined using a proportional method of allocating necessary expenditures among the members of Sub-Grantee by each entity’s population. Municipality agrees that this method is appropriate and waives any right in law or equity to challenge the amount of Sub-Grant Funds allocated under this Agreement.

14. INTEREST. The Sub-Grantee may use any interest earned on the Grant Funds only for purposes outlined in this Agreement.

15. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.
16. SUSPENSION OR DEBARMENT: The Sub-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.

WHITE CITY METRO TOWNSHIP

UNIFIED FIRE AUTHORITY

By: _____

Mayor or Designee

Date: _____

By: _____

Dan Peterson
Fire Chief

Date: _____

Approved as to form:

Approved as to form for _____:

By: _____

Brian F. Roberts
Chief Legal Officer

By: _____

DATE THURSDAY JULY 2, 2020

Any and all persons filing plats with the County Recorder's Office shall first have paid all fees required in Chapter 3.52. In addition, persons filing plats shall pay to the Planning and Development Services Department, or designated agency, ~~an~~ the Plat Filing and ~~e~~; Engineering ~~e~~Checking ~~f~~Fee set out in the Planning and Development Services Fee Schedule, which shall be on file with the Planning and Development Services Department, or designated Agency. ~~of 6.0 percent of the performance bond amount in accordance with the following schedule:~~

~~A. Thirty Five percent of the total engineering checking fee shall be paid prior to the engineer review, which consists of a technical review of the subdivision plat, a field boundary check in accordance with policies prepared by the planning and development services division and the county surveyor, and construction plan approval. If the total engineering fee cannot be estimated prior to the engineering review, the portion of the total fee paid at such time shall be ninety dollars per lot, with a minimum of one hundred eighty dollars.~~

~~B. The remaining portion of the engineering checking fee which, when added to the portion of the fee paid pursuant to subsection a of this section, will total 6.0 percent of the performance bond amount, shall be paid for administration of the performance bond and construction inspection prior to the recording of the plat or the installation of any proposed improvement. Construction inspection shall consist of a survey check of proposed improvement grades, a survey check of monuments, and inspection of improvement construction.]~~

SECTION IV: Section 3.48.025 is hereby amended as follows:

3.48.025 – Engineering checking fee for subdivisions where no plat must be recorded.

Any person proposing to subdivide a parcel of land where no plat must be recorded (a nonregular subdivision) shall pay to the Planning and Development Services Department, or Designated Agency the [an] [e]; Engineering [e] Checking [f] Fee for Subdivision with no plat set out in the Planning and Development Services Fee Schedule, which shall be approved by the Council and shall be on file with the Planning and Development Services Department, or Designated Agency. [in the amount of two hundred dollars.]

SECTION V: Section 3.48.030 is hereby amended as follows:

3.48.030 – Engineering checking fees for nonsubdivision development.

Any person proposing to develop a parcel of land, either as a permitted use [7] or conditional use.

but not a [n] Planned Unit Development, [other than] or a subdivision, shall pay to the Planning and Development Services Department, or Designated Agency [an] the [e]Engineering [e]Checking [f]Fee for nonsubdivision development set out in the Planning and Development Services Fee Schedule, which shall be on file with the Planning and Development Services Department, or Designated Agency. [in an amount equal to 4.5 percent of the total performance

DATE THURSDAY JULY 2, 2020

~~bond amount for required landscaping, off site storm drainage and on site storm drainage improvements. The minimum fee shall be one hundred fifty dollars which must be paid to the engineering review. Any remaining portion of the fee shall be paid prior to approval by the planning and development services division of the development or installation of any of the improvements.]~~

SECTION VI: This ordinance shall take effect fifteen (15) days after its passage and upon at least one publication in a newspaper published in and having general circulation in Salt Lake County, and if not so published within fifteen (15) days then it shall take effect immediately upon its first publication.

IN WITNESS WHEREOF, the White City Metro Township Council has approved, passed and adopted this ordinance this 2nd day of July, 2020.

FOR THE WHITE CITY METRO TOWNSHIP:

/s/ PAULINA F. FLINT
Mayor

ATTESTED:

/s/ SHERRIE SWENSEN
County Clerk
Metro Township Clerk-Recorder

Council Member Price, seconded by Council Member Perry, moved to open the public hearing. The motion passed unanimously.

No one appeared in favor or opposition.

Council Member Price, seconded by Council Member Perry, moved to close the public hearing. The motion passed unanimously.

Council Member Little stated his concerns with the Greater Salt Lake Municipal Services District (MSD) setting the fees and the township approving those fees. If something makes sense in another metro may not make sense in White City.

Paul Ashton stated this does not allow the townships to set the fees. Under state statute the townships must adopt the fee schedule annually and that is when the fees are adopted.

Council Member Perry stated the MSD board is made up of the Mayor's from each community. The MSD recommends the fees.

Mr. Ashton stated having uniformed fees is convenient for planning and development. There is nothing that says the townships must adopt the fee schedule when it is presented to the Council.

Council Member Price, seconded by Council Member Perry, moved to approve Ordinance 20-06-01. The motion passed 4 to 1, showing Council Member Little voting in opposition.

Council Member Perry, seconded by Council Member Price, moved to start the business portion of the meeting. The motion passed unanimously.

Council Member Price, seconded by Council Member Dickerson, moved to approve the minutes of the White City Metro Township Council meeting held on June 4, 2020. The motion passed unanimously.

Captain Ken Aldridge reviewed current COVID-19 case numbers. UFA has a firework warning to be careful to there are not any fires, do not use aerial fireworks within 200 foot of a field. UFA responded to the Saratoga and Lehi fires.

DATE THURSDAY JULY 2, 2020

A RESOLUTION OF THE WHITE CITY METRO TOWNSHIP COUNCIL
APPROVING A NONEXCLUSIVE FRANCHISE AGREEMENT BETWEEN WHITE
CITY AND ROCKY MOUNTAIN POWER

RECITALS

- A. The White City Metro Township (“White City”) is a municipality pursuant to Utah Code Annotated (“UCA”) §§ 10-2a-401 *et seq.*
- B. The White City Metro Township Council (the “Council”) is the municipal governing body for White City pursuant to UCA § 10-3b-501.
- C. Rocky Mountain Power (the “Utility”) is a regulated public utility and electricity service provider to the residences and businesses of White City.
- D. Pursuant to State Law, the Utility is required to obtain a nonexclusive franchise agreement from White City to provide service, operations and maintenance within White City’s Utility Rights-of-Way.
- E. White City desires to have an agreement with the Utility as is benefits the entirety of the municipality by providing a necessary public utility service (Electricity).
- F. The attached agreement (Exhibit A) fulfills the statutory requirements of the Utility and the needs of the Municipality.

RESOLUTION

THEREFORE BE IT RESOLVED by the White City Metro Township, the Mayor and Council hereby approves and adopts the attached Nonexclusive Franchise Agreement with Rocky Mountain Power, hereinafter known as Exhibit A, and authorized the Mayor to sign the agreement.

APPROVED AND ADOPTED in the White City Metro Township, Salt Lake County, Utah
this 2nd day of July, 2020.

FOR WHITE CITY METRO TOWNSHIP

/s/ PAULINA F. FLINT
Mayor

ATTEST:

/s/ SHERRIE SWENSEN
Salt Lake County Clerk
Metro Township Clerk Recorder

Council Member Perry, seconded by Council Member Dickerson, moved to approve Resolution No. 20-07-02. The motion passed unanimously.

Council Member Price, seconded by Council Member Dickerson, moved to approve Resolution No. 20-07-03. The motion passed unanimously. Council Member Little abstained.

The Council reviewed the following Resolution approving an agreement between White City and Salt Lake County to receive \$161,184.11 from the Salt Lake County CARES Act Funding for certain COVID relief activities:

Date: July 2, 2020

RECITALS

- A. The White City Metro Township (“White City”) is a municipality pursuant to Utah Code Annotated (“UCA”) §§ 10-2a-401 *et seq.*
- B. The White City Metro Township Council (the “Council”) is the municipal governing body for White City pursuant to UCA § 10-3b-501.
- C. Salt Lake County (the “County”) is a County pursuant to UCA Title 17: COUNTIES.
- D. The CARES Act is a law passed by the Federal Government that provided for an appropriation of funds to the States and certain Counties for certain governmental emergency costs and economic relief efforts related to the COVID-19 pandemic.
- E. In May 2020, the State of Utah and Salt Lake County received their CARES Act appropriations from the Federal Government.
- F. In late May 2020, the County, taking a cue from the State regarding the management of CARES Act funds, and not compelled by the CARES Act to do so, decided it would send amounts of their appropriation to the municipalities of the county to fund and manage local COVID-19 efforts.
- G. Pursuant to County’s desire to promote local engagement in the COVID-19 relief effort, White City received the attached agreement (Exhibit A) on June 8, 2020 for consideration and possible approval of White City.

DATE THURSDAY JULY 2, 2020

- H. In addition to providing funding to municipalities, the County will retain a portion of the CARES Act funding it has received to operate a program that will assist businesses affected by COVID-19, including businesses within White City.

RESOLUTION

THEREFORE BE IT RESOLVED, by the White City Metro Township, the Mayor and Council hereby approves the attached agreement, Exhibit A, to receive \$161,184.11 of the County's appropriation of the CARES Act ("Act") funding and assumes all of the Federal regulatory requirements, reporting rules, advertising costs, and possible future liabilities of the use of these funds; and be it further

IT FURTHER RESOLVED, AS FOLLOWS:

1. All requested expenditures of CARES Act funding shall require approval of the Council prior to the distribution of the funds.
2. The Mayor and Council agree the prioritization of the expenditure of CARES Act funds shall be as follows:
 - a. Reimbursement of Act-Qualified expenses incurred by the Unified Fire Authority and Unified Police Department as White City's first responder agencies.
 - b. Reimbursement of Act-Qualified expenses incurred by the Greater Salt Lake Municipal Services District and its Contracted Service Providers as White City's municipal-type services provider.
 - c. Reimbursement of Act-Qualified expenses of other Local Districts that provide end-user municipal-type services to White City including the White City Water Improvement District, Sandy Suburban Improvement District, Wasatch Front Waste and Recycling District and South Salt Lake Mosquito Abatement District.
 - d. Reimbursement of any other Act-Qualified expenses that White City incurs directly responding to the COVID-19 pandemic.

APPROVED AND ADOPTED in the White City Metro Township, Salt Lake County, Utah
this 2nd day of July, 2020.

FOR WHITE CITY METRO TOWNSHIP

/s/ PAULINA F. FLINT
Mayor

ATTEST:

/s/ SHERRIE SWENSEN
Salt Lake County Clerk
Metro Township Clerk Recorder

DATE THURSDAY JULY 2, 2020

Council Member Perry, seconded by Council Member Price, moved to approve Resolution No. 20-07-04 with the deletion of the word “prioritization of” in paragraph two and add Canyons School District in paragraph c of the resolution. The motion passed unanimously.

Appointment of Alternate Trustee to the Unified Fire Authority/Unified Fire Services Board of Trustees

Council Member Perry, seconded by Council Dickerson, moved to appoint Council Member Price as an alternate trustee to the Unified Fire Authority and Unified Fire Services Boards. Council Member Price accepted the appointment. The motion passed unanimously.

Government & Public Affairs Representation by Foxley & Pignanelli for 2020-2021

Paul Ashton stated Foxley & Pignanelli offers a great service, its normal contract is a minimum of \$50,000.

Mayor Flint stated Foxley & Pignanelli have taken a liking to our community and they work for free for ACCT. There is nobody better or more honest and she appreciates the relations over the years.

Council Member Perry, seconded by Council Member Price, moved to approve the continuing representation for Foxley & Pignanelli for government and public affairs purposes. The motion passed unanimously.

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White City Metro Township Council Member Reports

Unified Fire Authority (UFA) & Unified Fire Service Area (UFSA)

Council Member Perry stated all the municipalities are concerned with revenues because of taxes. Salt Lake County reduced the canyon fee that they pay by 10 percent and reduction to emergency management. Instead of increasing member fees, the fund balance will be used. There will be a delay in hiring one full-time position. The Wild Land Division started off slow but is very busy now. The 2020-2021 fiscal year budget was adopted by the UFA.

UFSA has been planning the construction of 5 to 7 stations, a few of them will be new stations and the other are replacements. Those projects have been put on hold for a couple of months because more information is required to determine the costs. The board will also look into hiring a firm to manage the projects. Riverton has made its intent to leave the UFSA but stay with UFA.

DATE THURSDAY JULY 2, 2020

Unified Police Department (UPD) & Salt Lake Valley Law Enforcement Service Area (SLVLESA)

Mayor Flint stated the Chief for Kearns retired and Levi Hughes was hired as its new Chief. The 2021 pay scale has been reviewed and there is a 2.75 percent merit increase and a 2 percent sworn officer market value that will be part of the tentative budget. A salary survey was conducted, and it was determined that UPD officers are 6 percent below other agencies in salary. The Mayor of Taylorsville City wants a bigger salary increase for officers. An internal service fund for fleet to account for fleet management and all capital costs was created. The fund previously operated as a capital fund project. The interlocal agreement was amended to add weighted voting that was past by the board.

South Salt Lake Valley Mosquito Abatement District

Council Member Price stated all testing is being done in the district's own lab and have tested for the West Nile virus and have not had any verification of the virus. The State completed a financial audit and the district received excellent reviews with a few suggestions on what else can be done. The conflict of interest, ethical behavior and fraud abuse policies are being reviewed. There are not any current issues with those policies, it is just one of the suggestions from the State Auditor. The certified tax rate was certified; however, the board does not know what that number is. The dollar figures will be adjusted at the end of the year.

Greater Salt Lake Municipal Services District (GSLMSD)

Mayor Flint stated the board reviewed projects and received updates on projects in various townships. The board will start the 2021 budget process next week.

Wasatch Front Waste and Recycling District (WFRD)

Council Member Dickerson stated the area clean-up has been modified because there is a limited number of drivers. Drivers will not be picking up trash outside of the container. There are not enough containers to supply every household, they are encouraging residents to share a container with neighbors. If modified clean-up is successful, it may be the way it is done in the future.

Salt Lake County Animal Services Advisory Board

DATE THURSDAY JULY 2, 2020

Council Member Little stated Salt Lake County Animal Services Division is having its annual SPAYghetti & No Balls fundraiser on the go. They would like each jurisdiction to donate a gift basket to auction off. Gift baskets need to be brought in by August 1st.

Council of Governments (COG)

Nothing new to report.

Other Business

Mayor Flint stated Pam Roberts, Executive Director, Wasatch Front Waste and Recycling District, will attend the next meeting.

THERE BEING NO FURTHER BUSINESS to come before the Council at this time,
the meeting was adjourned.

MAYOR, WHITE CITY METRO TOWNSHIP COUNCIL

SHERRIE SWENSEN
METRO TOWNSHIP CLERK

By _____
Deputy Clerk

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AUGUST 13, 2020

COUNCIL MEMBERS
PRESENT:

ALLAN PERRY
LINDA PRICE
KAY DICKERSON
SCOTT LITTLE
PAULINA FLINT

OTHERS IN ATTENDANCE: PAUL ASHTON, LEGAL COUNSEL
SHERRIE SWENSEN, METRO TOWNSHIP CLERK
By: NICHOLE WATT, DEPUTY CLERK

Mayor Paulina Flint, Chair, presided.

Public Meeting

Electronic Meeting Notice

Mayor Paulina Flint referred to a temporary conduct of electronic meetings of the White City Metro Township Council, which allows the Council to hold electronic meetings without a physical anchor location.

Citizen Public Input

Antoinette Marie Blair stated she had a problem with the postcard that was send out regarding public input for transportation. She was able to resolve the issue working with the Municipal Services District.

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Cancellation of Meeting

Council Member Little stated he wanted to talk about the cancellation of the August 6, 2020, meeting.

DATE THURSDAY AUGUST 13, 2020

Paul Ashton, Legal Counsel, White City Metro Township, stated there were three members of the White City Metro Township Council that were not available to meet on August 6, 2020. As per the Mayor's instruction, the meeting was cancelled due to a lack of a quorum.

Council Member Little stated the Council is the body that should have cancelled the meeting, not the Mayor.

Mr. Ashton stated the Mayor has the power to cancel a meeting due to the lack of a quorum. A special meeting does not need to be called to cancel a meeting.

Council Member Little stated the meeting scheduled was set by resolution of the Council. The Council is the only body that can change a resolution.

Mr. Ashton stated the Council can discuss this issue later.

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Closed Session – Personnel Matter

Paul Ashton, Legal Counsel, White City Metro Township, stated the Council needed to go into closed session to discuss a personnel matter.

Council Member Little stated it looks like the Council is working on a contract to retain professional services and he was not sure that qualified as a personnel matter.

Mr. Ashton stated he wanted to give the Council an opportunity to meet someone. Council Member Little can oppose the motion if he would like.

Council Member Price, seconded by Council Member Perry, moved to close the White City Metro Township Council meeting to discuss a personnel matter. The motion passed 4 to 1 with Council Member Little voting in opposition.

A motion was made in closed session to reopen the White City Metro Township Council meeting. The motion passed unanimously.

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Municipal Administrator Services – Resolution

Rori Andreason, Positive Impact Consulting, introduced herself. She stated that she has worked in municipal government for 36 years. Currently she works for Midvale City as an exempt employee with a flexible schedule. She also works for Holladay on a limited basis.

AUGUST 13, 2020

3

DATE THURSDAY AUGUST 13, 2020

- B. The White City Metro Township Council ("Council") is a Metro Township Council pursuant to Utah Code §10-3b-504, with the Mayor acting as Chair of the Council pursuant to Utah Code §10-3b-503.
- C. Commencing in 2020, the Municipal Administrator for White City, Government Consultants LLC (Gregory Schulz), could no longer provide Municipal Administrator Services for White City, due to his working full time for Magna Metro Township.
- D. Positive Impact Consulting LLC (Rori L Andreason) provides Municipal Administrator services to local governments.
- E. The attached agreement was negotiated between Positive Impact Consulting LLC and White City to fulfill White City's needs for an Administrator.

RESOLUTION

THEREFORE BE IT RESOLVED by the White City Metro Township Council, the Council approves and adopts the attached contract for Municipal Administrator services from Positive Impact Consulting LLC (Rori Andreason), marked Attachment "A" to this resolution, for the benefit of White City, and authorizes the Mayor to sign the same.

APPROVED AND ADOPTED in White City, Salt Lake County, Utah this 13th day of August, 2020.

ATTEST: _____ WHITE CITY METRO TOWNSHIP

By /s/ PAULINA F. FLINT
Mayor

By /s/ SHERRIE SWENSEN
Clerk, White City Metro Township

The motion passed 4 to 1 with Council Member Little voting in opposition.

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THERE BEING NO FURTHER BUSINESS to come before the Council at this time,
the meeting was adjourned.

MAYOR, WHITE CITY METRO TOWNSHIP COUNCIL

SHERRIE SWENSEN
METRO TOWNSHIP CLERK

DATE THURSDAY AUGUST 13, 2020

By _____
Deputy Clerk

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