



CITY COUNCIL

MEMBERS:

LEANNE HUFF
COREY THOMAS
SHARLA BYNUM
PORTIA MILA
SHANE SIWIK
NATALIE PINKNEY
RAY DEWOLFE

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

South Salt Lake City Council REGULAR MEETING AGENDA

I, Sharla Bynum, City Council Chair, hereby determine that conducting the City Council meeting at an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. The World Health Organization, the President of the United States, The Governor of Utah, the County Health Department and Mayor, and the Mayor of South Salt Lake City have all recognized a global pandemic exists related to the new strain of the coronavirus, SARS- CoV-2. Due to the State of emergency caused by the global pandemic, I find that conducting a meeting at an anchor location under the current state of public health emergency constitutes a substantial risk to the health and safety of those who may be present at the location.

Dated: April 8, 2021

Signed: _____/s/ Sharla Bynum

Public notice is hereby given that the South Salt Lake City Council will hold a Regular Meeting on **Wednesday, April 14, 2021**. This meeting will be an electronic meeting commencing at **7:00 p.m.**, or as soon thereafter as possible. There will be no Council Members at the anchor location of South Salt Lake City Hall and Council Members will connect remotely through a Zoom meeting.

Conducting: Shane Siwik
Council Chair: Sharla Bynum

Opening Ceremonies

1. Welcome/Introductions
2. Serious Moment of Reflection

Shane Siwik
LeAnne Huff

Approval of Minutes

March 10, 2021 Work Meeting

No Action Comments

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

City Recorder

Action Items

Unfinished Business

1. Consideration of and possible recommendation to Approve First Amended and Restated Development for the MODA-S Townhomes

Alex White

New Business

- | | |
|---|--------------|
| 1. Consideration and Possible Adoption of the Process and Criteria the City will use to Evaluate a Petition to Create a new Public Infrastructure District | Alex White |
| 2. A Resolution of the City of South Salt Lake City Council Granting Permission for the South Salt Lake Police Department to Appropriate certain property in its Possession to Public Interest Use | Sharen Hauri |
| 3. A Resolution of the City of South Salt Lake City Council Adopting the Water Conservation Plan prepared Summer of 2020 | Jason Taylor |
| 4. A Resolution of the City of South Salt Lake City Council Approving the Interlocal Agreement between South Salt Lake City and Salt Lake County for the County to Conduct Primary and General Municipal Elections for 2021 | Craig Burton |

Motion for Closed Meeting**Adjourn**

Posted April 9, 2021

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

Citizen Comments/Question Policy

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

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to

join. <https://zoom.us/j/96279824860?pwd=c0UzOFB0c21hcUdOUFh0NGtwaS9CQT09>

Passcode: 702165

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or 833 548 0276 (Toll Free) or 833 548 0282 (Toll Free) or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)

Webinar ID: 962 7982 4860

International numbers available: <https://zoom.us/u/apB8lPhH7>

CITY OF SOUTH SALT LAKE
CITY COUNCIL MEETING

COUNCIL MEETING	Wednesday, April 14, 2021 7:00 p.m.
CITY OFFICES	220 East Morris Avenue South Salt Lake, Utah 84115
PRESIDING	Council Chair Sharla Bynum
CONDUCTING:	Sharla Bynum
SERIOUS MOMENT OF REFLECTION/ PLEDGE OF ALLEGIANCE	LeAnne Huff
COUNCIL MEMBERS PRESENT:	
Sharla Bynum, Ray deWolfe, LeAnne Huff, Portia Mila, Natalie Pinkney, Shane Siwik and Corey Thomas	
STAFF PRESENT:	
Mayor Wood Josh Collins, City Attorney Jack Carruth, Police Chief Terry Addison, Fire Chief Kyle Kershaw, Finance Director Dennis Pay, City Engineer Aaron Wiet, Parks & Recreation Director Kelli Meranda, Promise South Salt Lake Director Alexandra White, Community Development Director Sharen Hauri, Urban Design Director RuthAnne Oakey-Frost, Assistant City Attorney Dave Alexander, Streets Division Manager Danielle Croyle, Public Information Officer Cody Coggle, Police Sergeant Leann McFalls, Payroll/Accounts Payable Coordinator BJ Allen, GIS Specialist/IT Craig Burton, City Recorder Ariel Andrus, Deputy City Recorder	

APPROVAL OF MINUTES

March 10, 2021 Work Meeting

Council Member Pinkney made a motion to approve the minutes listed above.

MOTION: Natalie Pinkney

SECOND: Ray deWolfe

Voice Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

NO ACTION COMMENTS

1. **SCHEDULING.** The City Recorder informed those at the meeting of upcoming events, meetings, activities, etc.
2. **CITIZEN COMMENTS/QUESTIONS.** None
3. **MAYOR COMMENTS.** Mayor Wood thanked staff and the Council ~~in~~for spending time working on the budget. She knows the meetings can be lengthy but these important conversations help move the City forward. She also added that in the coming weeks there will be neighborhood meetings to talk about General Plan.
4. **CITY ATTORNEY COMMENTS.** None
5. **CITY COUNCIL COMMENTS.** Council Member deWolfe said in May it is his turn to write the Council Corner article in the City Journal. He read his article and he highlighted the fact that he will not be running again for City Council.

Council Member Huff said Council Member deWolfe will be missed on the City Council.

Council Member Thomas thanked Council Member deWolfe for all of his support and all he has done for the City.

Council Member Mila also thanked Council Member deWolfe and wished him good luck on his future endeavors.

Council Member Pinkney said Council Member deWolfe has been a

champion for the City and he will be missed.

Council Member Siwik said he will miss Council Member deWolfe and has a lot of respect for him.

UNFINISHED BUSINESS

- 1. Consideration of and possible recommendation to approve First Amended and Restated Development for the MODA-S Townhomes.** Community Development Director, Alex White, gave a brief overview on what this amendment does to this Development agreement. This matter was last discussed on March 24.

Council Member Siwik said he has been opposed to this amendment. He went back and watched the past meetings when this item was originally discussed and encouraged the rest of the Council to do the same. He gave a timeline of events that happened before this Development Agreement was created and entered into.

Council Chair Bynum said she appreciates the time Council Member Siwik put into researching this but believes the issue before the Council tonight is that State Law has changed to give developers more property rights which makes it so the Council cannot force these developers to sell these townhomes. One point that was brought up previously is the fact that the Council cannot prevent these townhomes from being rented out if they did sell so that is something to consider.

Council Member Huff said she had received a lot of phone call from constituents concerned about this amendment and asked the voting be postponed on this until they can become more educated on the matter.

Council Member Thomas said she spoke to legal on this matter and would also like to think about this more so she would be okay with pushing this matter off for another two weeks.

Ms. White said a lot of the loop holes that were previously in City Code have since been closed which wouldn't allow for this type of development agreement to happen again the future. Her department will also be bringing forward an updated townhome ordinance soon which will help fix the problems the City has been having with townhomes.

Council Member Siwik feels like this developer recognized the loop holes in City Code and took advantage of those.

Ms. White said that she and other City staff have had multiple conversations with this developer over the years to help with ideas to make sure they are in compliance and ultimately this is where the City landed.

The Council asked questions of staff to bring back next meeting.

Council Member Pinkney made a motion to move this item to Unfinished Business on April 28, 2021.

MOTION: Natalie Pinkney

SECOND: Portia Mila

Voice Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

NEW BUSINESS

- 1. Consideration and Possible Adoption of the Process and Criteria the City will use to Evaluate a Petition to Create a new Public Infrastructure District.** City Engineer, Dennis Pay, gave a brief history as to why the City is looking at the creation of a new Public Infrastructure District (PID).

Aaron Wade with Gilmore and Bell gave the Council a presentation on the creation of a PID. A copy is attached and incorporated by this reference.

Council Member Siwik asked what will happen with impact fees if a PID is adopted.

Mr. Wade said the City's that use this tool will usually negotiate impact fee credits with the developer. The City could hire a consultant to do an impact fee study in order to analyze how much of a credit would be appropriate. The developer would be required to pay for this study.

The Council asked some clarifying questions.

Community Development Director, Alex White, said the intent of the PID is not to impact the residents in the Downtown area but to impact the developers that are developing the area to deal with the sewer capacity issues. City staff has talked a lot about this policy in order to do what is best for the City. They would like to bring back a draft policy to the next meeting if possible.

Council Member Pinkney made a motion to move this item to future meeting to be determined.

MOTION: Natalie Pinkney

SECOND: LeAnne Huff

Voice Vote:

Bynum: Yes
deWolfe: Yes
Huff: Yes
Mila: Yes
Pinkney: Yes
Siwik: Yes
Thomas: Yes

- 2. A Resolution of the City of South Salt Lake City Council Granting Permission for the South Salt Lake Police Department to Appropriate certain property in its Possession to Public Interest Use.** Urban Design Director, Sharen Hauri, presented information on the property to appropriate to Free Bikes for Kidz. A copy of this Resolution is attached and incorporated by this reference.

Council Member Siwik made a motion to suspend the rules in order to pass this Resolution

MOTION: Shane Siwik
SECOND: Corey Thomas

Roll Call Vote:

Bynum: Yes
deWolfe: Yes
Huff: Yes
Mila: Yes
Pinkney: Yes
Siwik: Yes
Thomas: Yes

Council Member Mila made a motion to approve this Resolution.

MOTION: Portia Mila
SECOND: LeAnne Huff

Roll Call Vote:

Bynum: Yes
deWolfe: Yes
Huff: Yes
Mila: Yes
Pinkney: Yes
Siwik: Yes
Thomas: Yes

- 3. A Resolution of the City of South Salt Lake City Council Adopting the Water Conservation Plan prepared Summer of 2020.** Water Division Manager, Jason Taylor, presented information to the Council regarding the Water Conservation Plan. A copy of the Resolution is attached and incorporated by this reference. Council Member Siwik made a motion to move this Resolution to Unfinished

Business for the April 28, 2021 meeting

MOTION: Shane Siwik

SECOND: LeAnne Huff

Voice Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

4. **A Resolution of the City of South Salt Lake City Council Approving the Interlocal Agreement between South Salt Lake City and Salt Lake County for the County to Conduct Primary and General Municipal Elections for 2021.** City Recorder, Craig Burton, gave the Council an overview of this interlocal agreement with the County. A copy of the Resolution is attached and incorporated by this reference. He also went over the Ranked-Choice voting option that the County has offered this year and gave feedback as to why it may be best for the City to wait on participation in this pilot program.

Council Member deWolfe said he gets a lot of feedback from residents regarding Ranked-Choice voting and he is interested in trying this program in South Salt Lake.

Council Member Mila said she would not want to be one of the first City^{ies} to participate in Ranked-Choice voting.

There was a lengthy discussion on the pros and cons of Ranked-Choice Voting.

Council Member Pinkney fears that the City will be one of the last cities to jump on board and will fall behind.

Council Member Siwik said he is not decided.

Council Member Huff said she doesn't feel comfortable voting on Ranked Choice voting tonight.

Council Member Thomas said she doesn't feel comfortable either and worries about switching between Ranked Choice voting and regular voting every year.

Mr. Burton pointed out that the voting will change every year until the State decided to go to this way of voting.

There was a lengthy discussion on whether or not to hold a special meeting to discuss Ranked Choice voting.

There will be further discussion on Ranked Choice Voting on the April 28th meeting rather than hold a special meeting.

Council Member Siwik made a motion to move this Resolution to Unfinished Business for the April 28, 2021 meeting

MOTION: Shane Siwik

SECOND: Corey Thomas

Voice Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

Council Member Thomas made a motion to adjourn.

MOTION: Corey Thomas

SECOND: Ray deWolfe

Voice Vote:

Bynum: Yes

deWolfe: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

The meeting adjourned at 8:47 p.m.


Sharla Bynum, Council Chair


Craig D. Burton, City Recorder

WHEN RECORDED RETURN TO:

South Salt Lake City
Attn: Craig Burton, City Recorder
220 East Morris Avenue
South Salt Lake, UT 84115

**FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR THE S-LINE TOWNHOMES PROJECT**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this ____ day of _____ 2021, by and among JF S-LINE TOWNHOMES, LLC, a Utah Limited Liability Company (“Developer”) and the CITY OF SOUTH SALT LAKE, a municipality and political subdivision of the State of Utah (the “City”). Developer and the City are hereinafter sometimes referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. Pursuant to a limited term Development Agreement (the “Prior Agreement”) and rezoning under the prior PUD Overlay Zone, Developer built a thirty-two (32) lot townhome project (the “Project”) on approximately 1.18 acres of real property located at 2255 South 400 East within the boundaries of the City as more particularly described in Exhibit A (the “Property”).

B. The Project was intended to be an owner-occupied development. However, Developer had the flexibility to rent individual townhomes while the Developer owned the individual lots and units.

C. The City, acting pursuant to its authority under UTAH CODE ANN. §§ 10-9a-101, *et seq.*, has made certain determinations with respect to the Project and in the exercise of legislative discretion, has elected to process and approve this Agreement after all necessary public hearings and procedures have been conducted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The Recitals and Exhibits are hereby incorporated by reference as part of this Agreement.
- 2. Conditions of Approval to Assure Long Term Project Management in Lieu of Owner Occupancy of the Project.** In exchange for the City’s release of certain Developer obligations arising from the Prior Agreement for the Moda S-Line Townhomes Project,

Developer agrees to provide 24-hour management of the Project, including management of all tenancies within the Project. Upon the termination of Declarant's rights, Developer shall reasonably cooperate with the City and a subsequent property manager, homeowners' association or other similar entity or authority in the transition of Project and tenant management duties and obligations.

3. Term of Agreement. The term of this Agreement (the "Term") shall be for a period of fifty (50) years following the date of its execution by the Parties.

4. Successors and Assigns.

4.1. Binding Effect. This Agreement shall be binding upon all successors and assigns of Developer in the ownership or development of any portion of the Project.

4.2. Assignment. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Any such request for assignment may be made by letter addressed to the City Attorney's Office as provided herein. The assignment of the Project, including the sale of each lot and unit, shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Agreement.

5. Default.

5.1. Notice. If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other Party as provided herein. If the City believes that the default has been committed by Developer, then the City shall also provide a courtesy copy of the notice to Developer.

6. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

To:

JF S-Line Townhomes, LLC
Attn: Glenn Girsberger
1148 W. Legacy Crossing Blvd., Suite 400
Centerville, Utah 84014

With copies to:

Mitchell Fielding, Esq.
1148 W. Legacy Crossing Blvd., Suite 400
Centerville, Utah 84014

Bruce R. Baird
Bruce R. Baird, PLLC
2150 South 1300 East, Suite 500
Salt Lake City, UT 84106

To City:

South Salt Lake City
Attn: City Attorney
220 East Morris Avenue
South Salt Lake, Utah 84115

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

GENERAL TERMS AND CONDITIONS

1. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property.
2. **Entire Agreement.** This Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto. The Prior Agreement is hereby specifically novated and superseded and shall be of no effect.
3. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
4. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.
5. **No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of

this Agreement to the extent that such provisions are for their benefit.

6. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

7. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

8. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

9. **Public Information.** The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*

10. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

11. **Counterparts.** This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by South Salt Lake City, acting by and through the South Salt Lake City Council, Salt Lake County, State of Utah, pursuant to Resolution No. _____, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

SOUTH SALT LAKE CITY, a Utah municipality and political subdivision of the State of Utah.

By: _____
Cherie Wood
Mayor

ATTEST:

Craig Burton, South Salt Lake City Recorder

APPROVED AS TO FORM

Hannah Vickery, City Attorney

JF S-LINE TOWNHOMES, LLC, a Utah
limited liability company

By: _____
Owen Fisher, its Authorized Agent

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2021, personally appeared before me Owen Fisher,
who being duly sworn, did say that he is the Authorized Signer of JF S-Line Townhomes, LLC,
and that the foregoing instrument was signed in behalf of said corporation and said Owen Fisher
duly acknowledged to me that he executed the same for the purposes therein stated.

NOTARY PUBLIC



Public Infrastructure Districts

Introduction to Senate Bill 228



Codified as Title 17B, Chapter 2a, Part 12



This bill grants cities and counties (Creating Entity) the power to create Public Infrastructure Districts (PIDs) to finance public infrastructure for new development and redevelopment



PIDs can issue debt repayable from property taxes or assessments on the property owners within its boundaries



PIDs can be an effective tool to the interests of both municipalities and property owners when potentially competing interests are balanced

Economic Development Tools

- Historically, there have been two key economic development financing tools used by cities and counties:
 - ✓ Tax Increment Financing (TIF)
 - ✓ Assessment Areas & Bonds
- Public Infrastructure Districts are intended to compliment these tools as well as address some of their shortcomings



PID Features

- Local district under Title 17B
- Independent political subdivision
 - PID debt is not a liability or a balance sheet item of the Creating Entity
 - Defaults by PID taxpayers not enforced by municipality
- Governed by own board
- Creates new tax revenue stream rather than reallocation of existing taxes

PID Creation and Powers

PID Creation

- At the discretion of the Creating Entity
- Requires consent of 100% of property owners and voters within the PID boundaries
- Costs of Creating Entity counsel in evaluating PID to be paid by the property owner

PID Powers

- Broad powers to finance public infrastructure of many types, generally including any improvement that will be owned by a state or local government, including the PID
- Powers may be limited by the Creating Entity in the governing document entered into at creation

PID Governance

- PIDs are governed by a board with members initially appointed by the Creating Entity
- Initial board comprised of property owners or their designated representatives
- Board will transition to an elected board as electors reside in the PID, as provided in the Governing Document
- Board authority constrained by the limitations established in the Governing Document





Potential Uses of PIDs

- Incentivize commercial development
- Facilitate master planned communities
- Incentivize multi-family and/or low-income housing
- Enhanced infrastructure, such as increased capacity
- Backbone and regional infrastructure

Medical School Campus PID – Provo, Utah

- Provo City and Noorda College had been working together for years to bring new medical school to the City
- Noorda purchased a portion of the East Bay Golf Course from the City to construct the campus, but infrastructure costs were very high (\$37,500,000) because it was the site of a former landfill
- Provo City and Noorda worked together to form the Medical School Campus PID
- The PID was able to issue \$42,754,000 in 30-year tax-exempt limited tax bonds



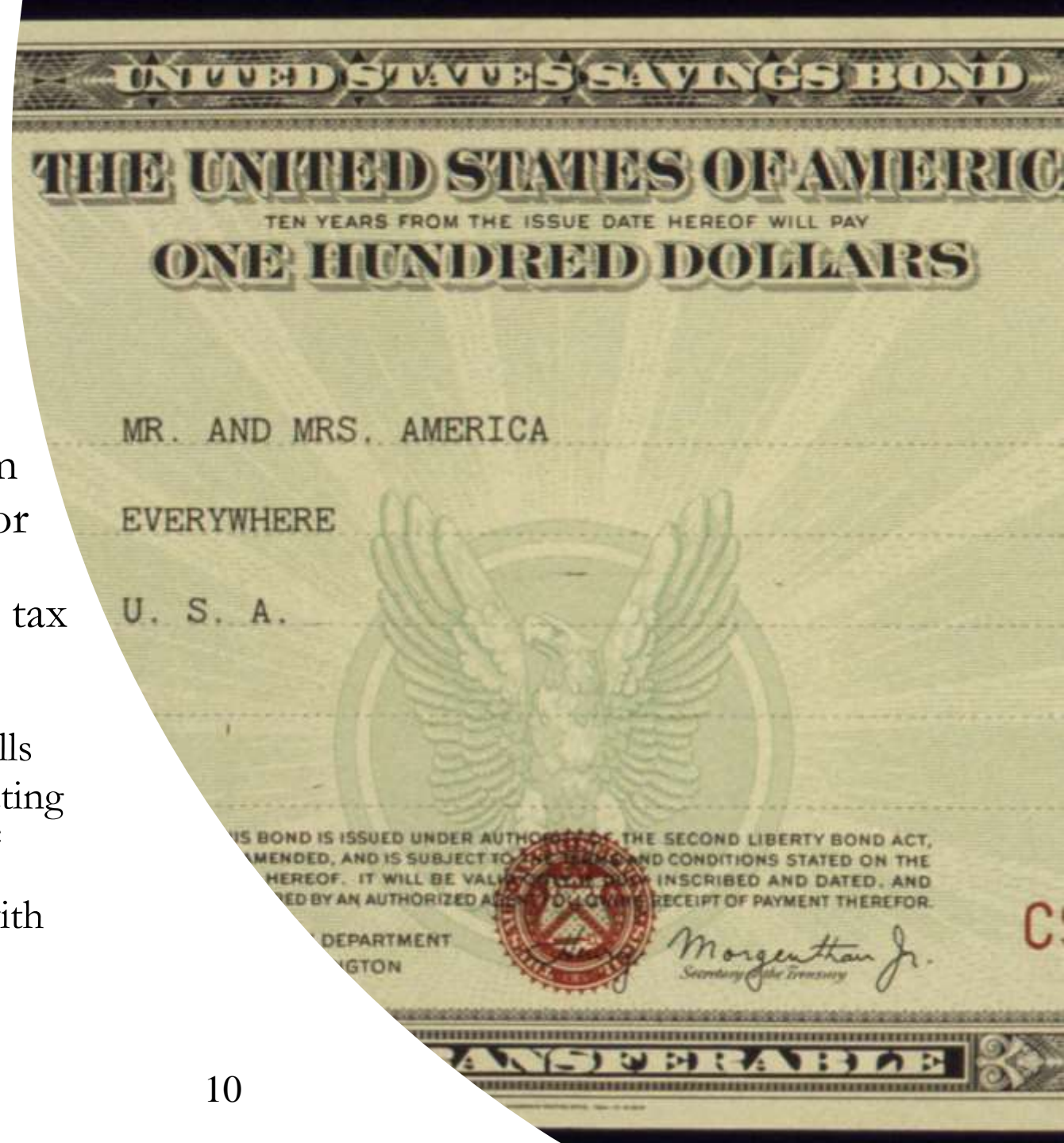


- PIDs may issue:
 - ✓ Special Assessment Bonds
 - ✓ General Obligation Bonds
 - ✓ Limited Tax Bonds
- In addition, TIF revenues may be pledged to repay PID Bonds

Bonds, PID Bonds

Limited Tax Bonds

- ✓ Fixed rate bonds, generally for 30-year term
- ✓ Not subject to a fair market value ratio prior to issuance
- ✓ Repaid from a limited ad valorem property tax
 - ✓ Tax payment pegged to taxable value of property
 - ✓ Statutorily, this rate may not to exceed 15 mills
 - ✓ A lower limit may be established by the Creating Entity in the Governing Document or in the bond documents
 - ✓ New revenue source, no need to negotiate with school district, RDA, etc.



Limited Tax Bonds, *continued*

- In the event the proceeds of the limited tax are insufficient to meet annual debt service as it comes due:
 - ✓ Not an event of default
 - ✓ Bondholder has no statutory remedy to require additional taxes or fees of the PID
 - ✓ No statutory recourse to the property or the property owner
- Because of these unique features, the statute limits sale of limited tax bonds to qualified institutional buyers or to be sold in denominations of \$500,000



Sample Property Tax Mill Levy – 12.5 Mill Base

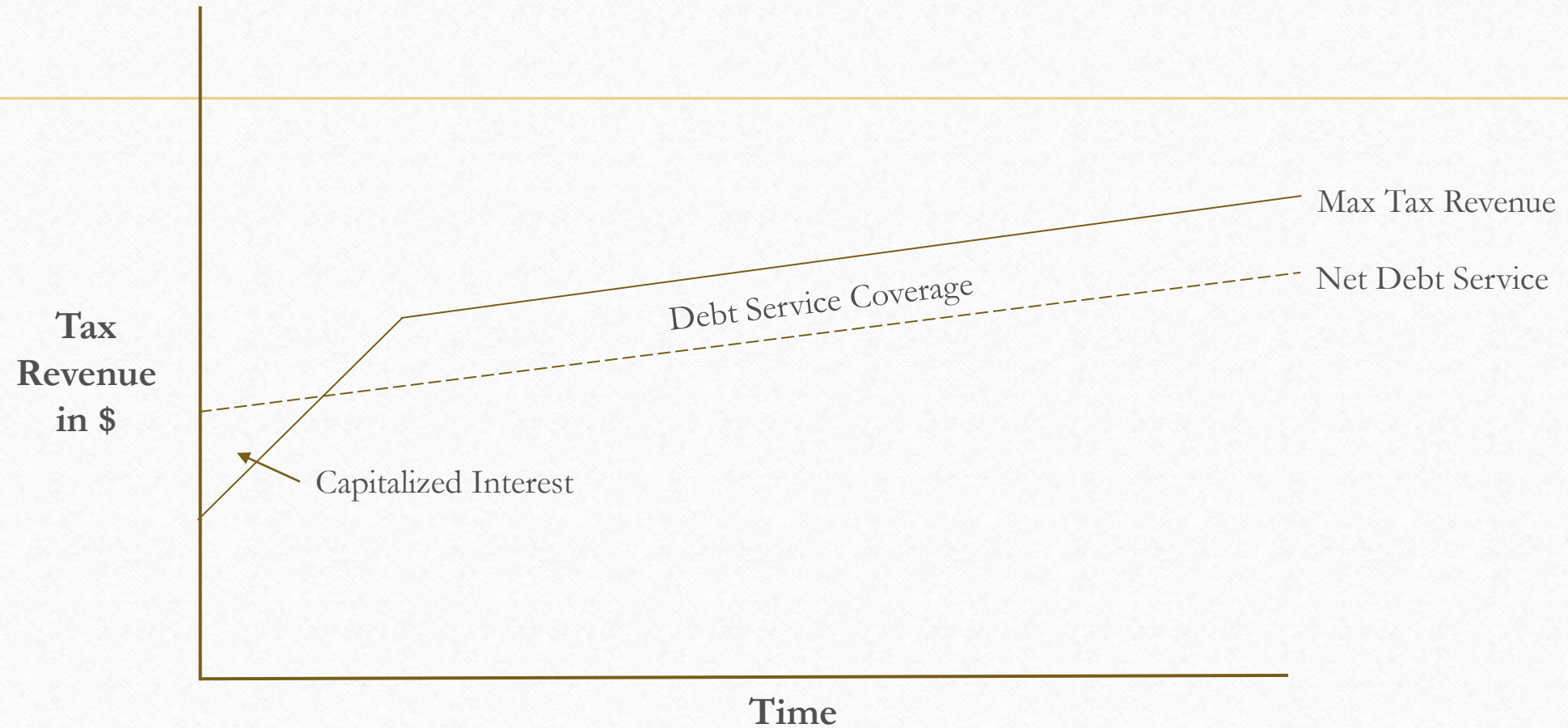
The property tax calculation for a residential owner is:

Market Value x Taxable Value (@55%, primary home exemption) x Mill Rate (1/1,000th) = Annual Taxes

Generally, property taxes are deductible from federal income taxes.

Mill Rate	Market Value	Taxable Value with primary home exemption	Mill Rate	Annual Taxes
Base Overlapping Mills	\$400,000	\$220,000	12.5	\$2,750
+ 7 PID mills	\$400,000	\$220,000	19.5	\$4,290
+ 10 PID mills	\$400,000	\$220,000	22.5	\$4,950
+ 15 PID mills	\$400,000	\$220,000	27.5	\$6,050

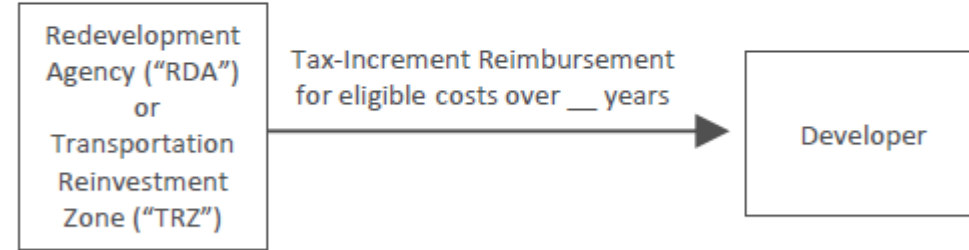
Limited Tax Bonds – Debt Service Coverage



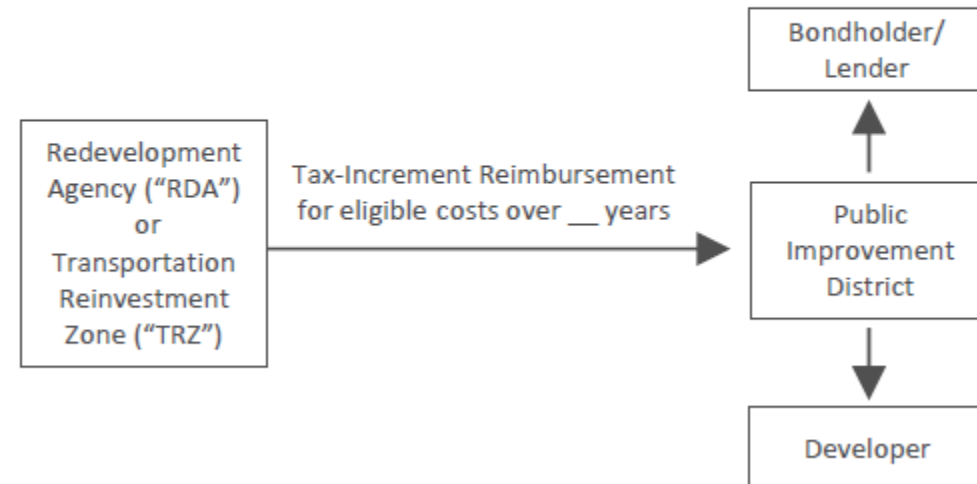
PID Interaction with Tax Increment Finance

- PIDs can act as the counterparty to RDA revenues, thereby creating a tax-exempt borrower to capitalize the increment without having 3rd party debt on RDA balance sheet
- PIDs bring additional revenues to the project from benefitted property owners whereas TIF involves reallocating tax revenue from other entities

Current/Traditional Plan



Public Infrastructure District involvement in Tax-Increment Finance





Considerations for the Creating Entity in Drafting the Governing Document

- The statute only establishes the outer limits of what a PID can do, greater limitations or requirements may be imposed by the Creating Entity
- Engage bond counsel to ensure proper legal and tax analysis over negotiations to ensure:
 - ✓ eligibility for tax-exempt financing
 - ✓ that the PID will constitute a “separate political subdivision” for tax purposes
- Creating Entity will want to adopt standard policies for evaluating all PID requests in light of its objectives

Considerations for the Creating Entity in Drafting the Governing Document, *continued*

- Consider what types of infrastructure the Creating Entity wants to allow the PID to finance
- Establish a mill rate limit appropriate to accomplish financing of approved improvements
- Establish Standards for:
 - ✓ Any general obligation bonding
 - ✓ Procurement
 - ✓ Transition to elected Board
 - ✓ PID lifespan and dissolution
 - ✓ Notice to future property owners



Questions?



THANK YOU



RANDALL LARSEN

Direct: 801.258.2722 /

Mobile: 801.541.1108

rlarsen@gilmorebell.com

AARON WADE

Direct: 801.258.2730

awade@gilmorebell.com

OFFICE OF THE CITY ATTORNEY

Memorandum

TO: Mayor and City Council
FROM: Josh Collins, City Attorney
DATE: 4/6/2021

RE: A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY
COUNCIL GRANTING PERMISSION FOR THE SOUTH SALT LAKE
POLICE DEPARTMENT TO APPROPRIATE CERTAIN PROPERTY
IN ITS POSSESSION TO PUBLIC INTEREST USE.

Accompanying this memo is a proposed resolution allowing the police department to appropriate bicycles held in its possession to a public interest use, as allowed under Utah Code Ann. § 77-24a-5. Property, such as bicycles, may come into the possession of police officers when it is found by the police or a member of the public, seized pursuant to an investigation, or turned over to the police for safekeeping. Pursuant to state law, after receiving prosecutorial and investigator approval to dispose of property held in a case, the police department attempts to make contact with the owner, if known. In many cases, the owner of property is not identified. In those cases, the police hold onto the property for the time set forth in law to allow the owner to request the property's return. In addition, the police department proactively seeks to identify and notify the owner of property through notice in the paper, on the City's website, and through bulletin notification in the police department lobby.

After reasonable time has passed as set forth in State law, the Police Department then petitions the City Council for approval to appropriate the property. State law allows the legislative body to approve the application of the property to a public interest, to sell the property at public auction and apply the proceeds of the sale to a public interest use, or to destroy the property if it is unfit for a public interest use or sale.

As you can see, this request is for the appropriation of bicycles held by police to public use. Those bicycles will be donated to a nonprofit organization, Free Bikes 4 Kidz.

If you have any questions, please feel free to contact me.

Sincerely,



Joshua T. Collins
South Salt Lake City Attorney

cc: City Recorder

RESOLUTION NO. R2021- 02

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL GRANTING PERMISSION FOR THE SOUTH SALT LAKE POLICE DEPARTMENT TO APPROPRIATE CERTAIN PROPERTY IN ITS POSSESSION TO PUBLIC INTEREST USE.

WHEREAS, the South Salt Lake City Police Department has acquired possession of bicycles, a list of which is attached to this resolution and incorporated as Exhibit A, as found property, or for safekeeping, is authorized pursuant to state law to dispose of the property, has made reasonable efforts to identify and notify owners of the property, and has either been unsuccessful in determining ownership over the property, or has notified the apparent owner and has not received a timely response;

WHEREAS, Utah Code permits the City Council to authorize that the lost or mislaid property be applied to a public interest; and

WHEREAS, the City has published notice of the potential appropriation of this property, which is incorporated and attached as Exhibit B, and has provided adequate time for the public to respond to this notice; and

WHEREAS, Free Bikes 4 Kidz is a nonprofit charity registered with the State; and

WHEREAS, the City Council finds that the bicycles could be put to public interest use by donating the bicycles to Free Bikes 4 Kidz,

BE IT RESOLVED, therefore, by the City Council of the City of South Salt Lake that, pursuant to Utah Code Ann. §77-24a-5, the property identified on the lists accompanying this resolution may be appropriated for public interest use by donation to Free Bikes 4 Kidz, a nonprofit Charity registered with the State.

(signatures appear on separate page)

APPROVED AND ADOPTED by the City Council of the City of South Salt Lake, Utah,
on this 14 day of April, 2021.

BY THE CITY COUNCIL:

/s/ Sharla Bynum
Sharla Bynum, Council Chair

Council vote as recorded:

Bynum	<u>Yes</u>
deWolfe	<u>Yes</u>
Huff	<u>Yes</u>
Mila	<u>Yes</u>
Pinkney	<u>Yes</u>
Siwik	<u>Yes</u>
Thomas	<u>Yes</u>

ATTEST:

Ariel Andrus
Ariel Andrus, Deputy City Recorder

Exhibit A

List of Bicycles

Case #	Date	Description	Reason
20G002878	7/23/2020	Green Trek Mountain Bike	90 days expired/ owner failed to claim property
20G003587	4/22/2020	Gray & pink Specialized Bike	90 days expired/ owner failed to claim property
20G003628	4/23/2020	Diamon Traverse Bike	90 days expired/ owner failed to claim property
20G005065	6/4/2020	Gray & Teal Huffy	90 days expired/ owner failed to claim property
20G005179	6/8/2020	Cannondale	90 days expired/ owner failed to claim property
20G005289	6/12/2020	Harper Retrospec	90 days expired/ owner failed to claim property
20G005487	6/19/2020	Panworld Speed Bike	90 days expired/ owner failed to claim property
20G006122	7/4/2020	NS Gold Bike	90 days expired/ owner failed to claim property
20G006299	7/9/2020	Specialized Bike	90 days expired/ owner failed to claim property
20G006328	7/10/2020	Gray Trek	90 days expired/ owner failed to claim property
20G006669	7/22/2020	Schwinn Bike	90 days expired/ owner failed to claim property
20G006858	7/24/2020	Giant Roam	90 days expired/ owner failed to claim property
20G007337	8/6/2020	Silver Bike	90 days expired/ owner failed to claim property
20G007822	8/19/2020	Huffy Bike	90 days expired/ owner failed to claim property
20G008979	9/16/2020	Black Next BMX Bike	90 days expired/ owner failed to claim property
20G009631	10/5/2020	Specialized Bike	90 days expired/ owner failed to claim property
20G010874	10/5/2020	Mongoose Bike	90 days expired/ owner failed to claim property
20G010874	10/5/2020	Bianchi Purple Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Gray Specialized bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Black Roadmaster	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Rocky Mountain	90 days expired/ owner failed to claim property

20G010935	10/5/2020	Black KZR GS	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Purple Giant Option	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Blue Schwinn	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Blue Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Silver GT	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Allpro 70295	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Cannondale	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Giant Aairx	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Blue Murray Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Zookent Highroller	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Red Huffy Beach Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	White Avigo Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Green & Blk Schwinn Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Genesis Groundforce Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Gray Specialized bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Hper MixxFS bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Red Next Gauntlet	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Silver Next	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Silver Mongoose Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Black Fuji	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Rage Freestyle	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Black Avalon	90 days expired/ owner failed to claim property

20G010935	10/5/2020	Pinki O-Zone	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Ivis Ripley Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Blue Magna Bike	90 days expired/ owner failed to claim property
20G010935	10/5/2020	Pink Magna Bike	90 days expired/ owner failed to claim property

Exhibit B

Public Notice

South Salt Lake Police Department

2835 South Main Street, So Salt Lake City, UT 84115

Notice of Unclaimed Property:

The South Salt Lake Police Department currently holds various unclaimed properties in our evidence room. They include bicycles, cash, guns, computer equipment, cell phones, jewelry, tools, and other misc items.

If you believe we currently have property belonging to you, please contact us in person or at #801-412-3665. Ownership must be proven in the form of receipts and/or detailed description.

Unclaimed property will be auctioned or destroyed March 27, 2021

Published: Saturday March 6, 2021



2020 WATER CONSERVATION PLAN

(HAL Project No.: 126.24.300)

August 2020

CITY OF SOUTH SALT LAKE

2020 WATER CONSERVATION PLAN

(HAL Project No.: 126.24.300)

DRAFT

J. Lance Nielsen, P.E.
Project Engineer



August 2020

TABLE OF CONTENTS

TABLE OF CONTENTS	i
CHAPTER 1 – INTRODUCTION	1-1
CHAPTER 2 – WATER SYSTEM DESCRIPTION	2-1
SYSTEM PROFILE	2-1
CURRENT SERVICE AREA	2-1
TYPES OF USE	2-1
SUPPLY	2-3
WATER MEASUREMENT	2-3
WATER RATE STRUCTURE	2-4
HISTORICAL WATER USE	2-5
FUTURE WATER USE	2-8
CHAPTER 3 – WATER CONSERVATION GOALS	3-1
IDENTIFIED PROBLEMS	3-1
GOALS	3-1
CHAPTER 4 – CONSERVATION MEASURES AND IMPLEMENTATION	4-1
EXISTING CONSERVATION MEASURES	4-1
PROPOSED ADDITIONAL CONSERVATION MEASURES	4-2
CHAPTER 5 – ADOPTION OF PLAN	5-1
REFERENCES	R-1
APPENDIX A	
CITY COUNCIL ADOPTION OF CONSERVATION PLAN	
APPENDIX B	
UTAH CODE 73-10-32	

LIST OF TABLES

Table 2-1	2019 Water System Connections	2-1
Table 2-2	Summary of Water Supply	2-3
Table 2-3	Percent Metered Connection by Types of Use	2-4
Table 2-4	Comparison of Water Produced to Metered Water Use	2-4
Table 2-5	2020 Culinary Water Rate Structure	2-5
Table 2-6	2020 Fire Line Water Rate Structure	2-5
Table 2-7	Historical Water Supply Summary	2-6
Table 2-8	2018 Per Capital Water Use by Type	2-8
Table 4-1	Existing Conservation Measures	4-1
Table 4-2	Proposed Conservation Measures	4-2

LIST OF FIGURES

Figure 2-1	Drinking Water Service Areas	2-2
Figure 2-2	South Salt Lake Historical Per Capita Water Use	2-7
Figure 2-3	Monthly South Salt Lake Water Use, 2010–2019	2-8
Figure 2-4	Future Use Comparison	2-9

CHAPTER 1 – INTRODUCTION

Recognizing the need for proactive planning to meet the water needs of its citizens, the City of South Salt Lake (City) has prepared this 2020 update of its Water Conservation Plan (Plan). The Plan describes the drinking water system, reviews historical water use, assesses water conservation measures available to the City, sets goals to conserve water, and identifies existing and proposed water conservation measures to be implemented. The original Plan was completed in 2000, updated in 2009, then again in 2014.

This Plan is submitted to the Division of Water Resources under the requirements of Section 73-10-32 of the Utah Code.

DRAFT

CHAPTER 2 – WATER SYSTEM DESCRIPTION

SYSTEM PROFILE

The City of South Salt Lake is located in the heart of Salt Lake County. It had an estimated population of 25,582 in July 2019, which is a moderate 8.5% increase over its 2010 population of 23,617 according to the United States Census Bureau. Attractive to both businesses and residents, the City is nearing its build-out capacity and will experience significant growth only with higher-density redevelopment.

At the end of 2019, the City had 3,362 connections to the water system according to data provided by South Salt Lake City. A summary of the current connections by type is included in Table 2-1.

Table 2-1
2019 Water System Connections

Connection Type	Total Connections
Residential	2,426
Commercial	769
Institutional	108
Industrial	59
Total	3,362

CURRENT SERVICE AREA

Three entities provide drinking water to South Salt Lake (Figure 2-1). In part of South Salt Lake, the City operates its own system, whose service area extends from 3300 South to 2100 South and from 700 East to the Jordan River. Salt Lake City serves a portion in the northwest corner of South Salt Lake. The area south of 3300 South is served directly by Jordan Valley Water Conservancy District.

The City's system currently serves 13,180 residents, based data from Utah Division of Water Rights. The 2000 service population was 14,500, indicating a decline of approximately 8% by 2010. The total number of system connections has not increased since 2010, suggesting a stable service population. This report assumes service population of 13,300 since 2010 with minor fluctuations until 2019.

While the City is close to build-out, four transit-oriented development (TOD) overlays have been planned within the service area. According to the City's 2013 Drinking Water System Master Plan, the high-density redevelopment is expected to double the service population by 2050.

TYPES OF USE

The City's water system serves residential, commercial, and industrial customers for both indoor and outdoor water uses. Most of the residential development (single and multi-family) is concentrated on the east side of the City. The western half is largely industrial. Commercial zones

are located along the major corridors of 3300 South and State Street. The City's drinking water system must meet the demands for these several types of use.

Since there is no secondary irrigation system in the City, irrigation necessary to support existing landscaping is supplied by the drinking water system. Typical landscaping at businesses, churches, and private homes consists of water-intensive features such as turf grass and other non-drought tolerant plants. The City also operates one large park and several smaller parks with large grass areas.

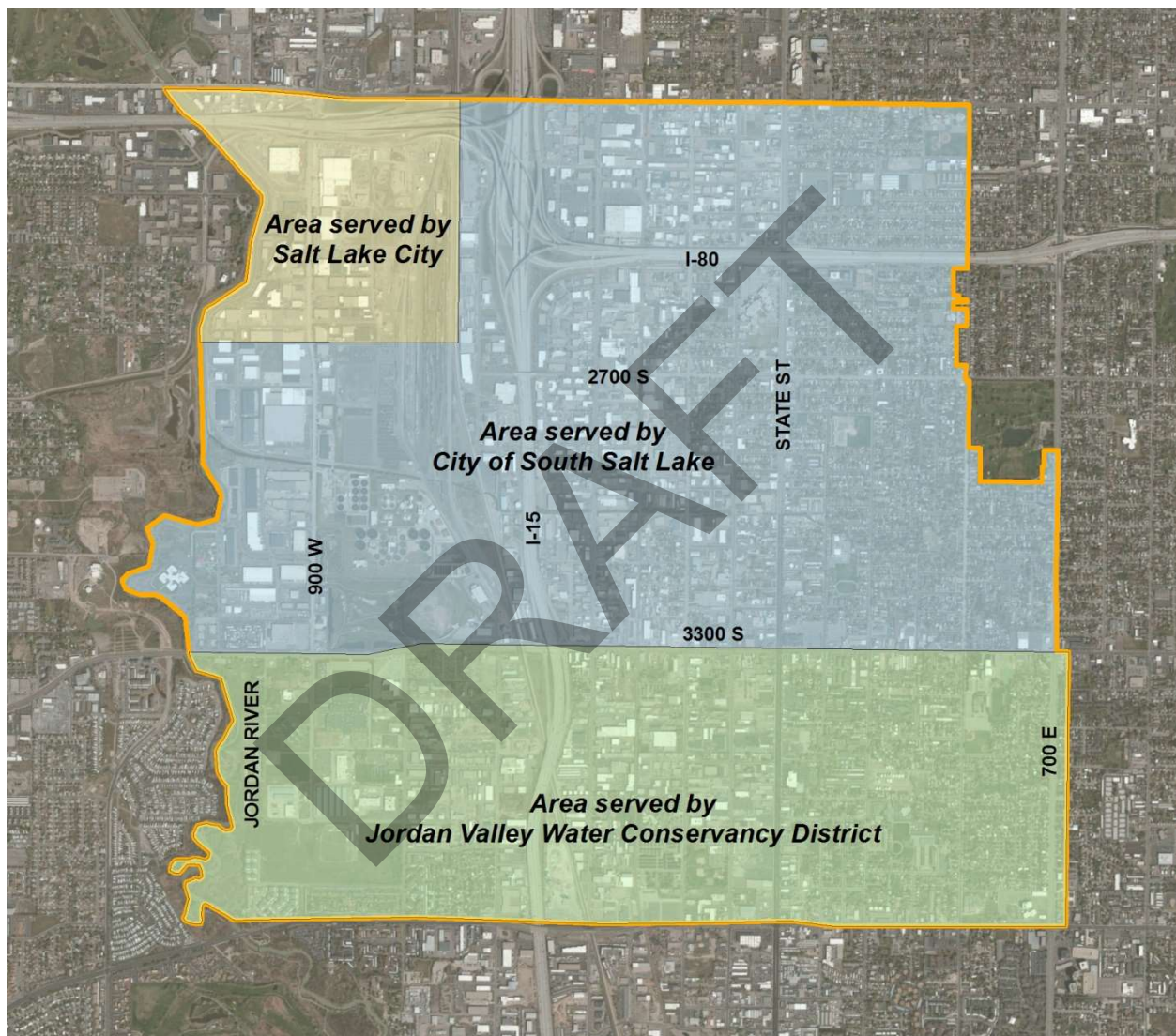


Figure 2-1: Drinking Water Service Areas

SUPPLY

The City currently receives drinking water from three active wells, four purchased connections to Jordan Valley Water Conservancy District (JVWCD), and two emergency connections to Salt Lake City's (SLC) drinking water system. The City also has three additional wells that are currently inactive (400 East Well, Bolinder Well, and 265 West Well). Table 2-2 categorizes the City's drinking water.

**Table 2-2
Summary of Water Supply**

Source	Water Rights	Water Right / Contracted Flow	Source Capacity
300 East Well (300 E 2500 S)	57-1056, 2660, a43240	1,578 ac-ft/year	800 gpm
700 East Well (700 E 3200 S)	57-8374, 8789	2,896 ac-ft/year	1,400 gpm
Davis Well (465 W 2975 S)	57-641, 727, 806, 1168, 6010, 7216, 7515, 8288, 8717	5,315 ac-ft/year	3,000 gpm
400 East Well (400 E 3050 S)	57-4246 through 4251, and 4253 through 4265	Inactive	Not in use
Bolinder Well (600 W 2250 S)	57-3157, 8037, 8683	Inactive	
265 West Well (265 W 2975 S)	57-1057, 8684, 1058	Inactive	
JVWCD (300 E 3300 S)	Contract with Jordan Valley Water Conservancy District	1,020 ac-ft/year	600 gpm
JVWCD (3300 S State St)			800 gpm
JVWCD (300 W 3300 S)			700 gpm
JVWCD (900 W 3300 S)			1,500 gpm
SLC (2775 S 900 W)	Contract with Salt Lake City Department of Public Utilities	Emergency only; no minimum or maximum	Approx. 800 gpm
SLC (2430 S 300 E)			Approx. 800 gpm

WATER MEASUREMENT

Water meters are critical to track water use and incentivize conservation. The percent of metered connections by type are outlined in Table 2-3. Prior to 2017, Institutional and Industrial usage was grouped with Commercial usage.

Table 2-3
Percent Metered Connections by Type of Use

Year	Percent Water Use			
	Residential	Commercial	Institutional	Industrial
2019	43%	30%	13%	13%
2018	45%	32%	12%	12%
2017	48%	34%	10%	8%
2016	46%	54%	-	-
2015	45%	55%	-	-
2014	45%	55%	-	-

Table 2-4 compares the water produced by the City's drinking water sources to the metered water use in the system.

Table 2-4
Comparison of Water Produced to Metered Water Use

Year	Produced (ac-ft)	Metered (ac-ft)	% Unmetered Water
2019 ¹	2,776	2,205	20.6%
2018 ²	2,974	2,387	19.8%
2017 ¹	2,766	2,121	23.3%
2016 ¹	2,924	2,258	22.8%
2015 ¹	2,811	2,265	19.4%
2013 ¹	2,908	2,464	15.2%
2011 ¹	2,476	2,181	11.9%
2008 ³	2,948	2,594	12.0%

1. Produced and metered data provided by City.

2. Reported by Jason Taylor of South Salt Lake City.

3. Data from 2009 Water Conservation Plan

The information in Table 2-4 indicates that a portion of the water supplied by the City's drinking water sources is consistently unaccounted for. Possible explanations include leaks, meter inaccuracies, pipeline flushing, contractor water, fire hydrant testing, and use at unmetered connections (parks, government buildings, etc.). In 2001, the City determined that leaks and backflows to JVVCD connections due to low pressures in the JVVCD system were causing losses up to 40%. The City responded by installing check valves and replacing numerous leaking pipelines, reducing the loss to around 15%.

Since 2015, it appears that unmetered use has increased to around 20%. A possible explanation for the increase in unmetered water use could be due to operational issues with the City's wells. The 700 East and 300 East wells were rehabilitated for several weeks or months at a time on multiple occasions. During the rehabilitations, water had to be pumped from the Davis Well to higher elevations in the system resulting in higher water system pressure. This resulted in more leakage from old pipes and more water line breaks.

WATER RATE STRUCTURE

The City implemented a tiered water rate structure based on meter size and total volume consumed per month. They also charge a fee for fire lines connected to commercial buildings based on meter size. The City's drinking water rate structure is summarized in Tables 2-5 and Table 2-6.

**Table 2-5
2020 Culinary Water Rate Structure**

Monthly Usage	Water Rate Tiers	Monthly Fee*
≤ 5,000 Gallons	Tier 1: 0.75" Meter	\$13.00
	Tier 2: 1.0" Meter	\$21.00
	Tier 3: 1.5" Meter	\$34.00
	Tier 4: 2.0" Meter	\$49.00
	Tier 5: 3.0" Meter	\$91.00
	Tier 6: 4.0" Meter	\$138.00
	Tier 7: 6.0" Meter	\$269.00
5,000 – 30,000 Gallons	All Meter Sizes	+ \$2.25 per 1,000 Gallons
> 30,000 Gallons	All Meter Sizes	+ \$2.75 per 1,000 Gallons

*Monthly fee includes a \$2.00 fluoride fee

**Table 2-6
2020 Fire Line Water Rate Structure**

Water Rate Tiers	Monthly Fee
Tier 1: 3.0" Meter	\$13.65
Tier 2: 4.0" Meter	\$18.15
Tier 3: 6.0" Meter	\$27.22
Tier 4: 8.0" Meter	\$36.29
Tier 5: 10.0" Meter	\$45.36
Tier 6: 12.0" Meter	\$54.44
Tier 7: 16.0" Meter	\$72.58
Tier 8: 22.0" Meter	\$99.80
Tier 9: 36.0" Meter	\$163.31

In addition to the monthly fee for fire line water usage, the City has charges for tampered fire lines, inspections of new lines, and flow tests.

HISTORICAL WATER USE

Historical water supplied by the City's drinking water sources is outlined in Table 2-7 includes the production of the three functioning wells and the purchased water from JVCWD from 2000 to 2019.

**Table 2-7
Historical Water Supply Summary**

Year	Source Supplied				Total (ac-ft)
	Davis Well (WS013)	700 East (WS012)	300 East (WS011)	Purchased JVCWD (WS010)	
2019	984.3	662.6	71.7	1,057.9	2,776.4
2018	78.5	898.1	173.7	1,774.0	2,924.3
2017	637.3	845.0	226.8	1,056.9	2,765.9
2016	924.8	821.4	430.8	747.1	2,924.0
2015	131.0	1,027.6	333.2	1,319.5	2,811.4
2014	675.5	237.3	581.6	1,487.2	2,981.6
2013	692.6	391.2	511.5	1,356.0	2,951.2
2012	738.7	404.8	676.4	1,111.9	2,931.8
2011 ¹	-	-	-	-	2,476.6
2010	601.5	320.6	682.1	905.7	2,509.9
2009	977.9	354.5	713.4	1,079.1	3,124.9
2008	912.5	278.4	0.0	786.9	1,977.9
2007 ²	-	-	-	-	-
2006 ²	-	-	-	-	-
2005	1,318.0	290.1	766.9	613.0	2,988.0
2004	494.3	117.6	935.2	1,524.0	3,071.1
2003	1,098.3	407.8	561.7	822.9	2,890.7
2002	1,383.6	0.0	1,011.2	797.1	3,191.9
2001	2,061.7	0.0	665.6	1,115.1	3,842.4
2000	2,048.8	0.0	907.4	1,153.7	4,109.9

1. Water supply total data supplied by SSLC in March 2014. Individual source contribution not available.

2. Historical data for 2006 and 2007 not available.

The City's historical water use in gallons per capita per day (gpcd) is shown in Figure 2-2. Since total water use depends on the number of customers, per capita values are a better measure of individual water use over time. Annual per capita use was calculated from 2000 to 2019 with data reported to the Utah Department of Water Rights.

Based on Utah's Regional Water Conservation Goals report (HAL and BCA, 2019), the regional water conservation goal for the Salt Lake region, is an 11% reduction from the 2015 baseline by 2030. The 2015 baseline was established as 210 gpcd, resulting in a goal of 187 gpcd by 2030. In 2019, the City nearly achieved this goal.

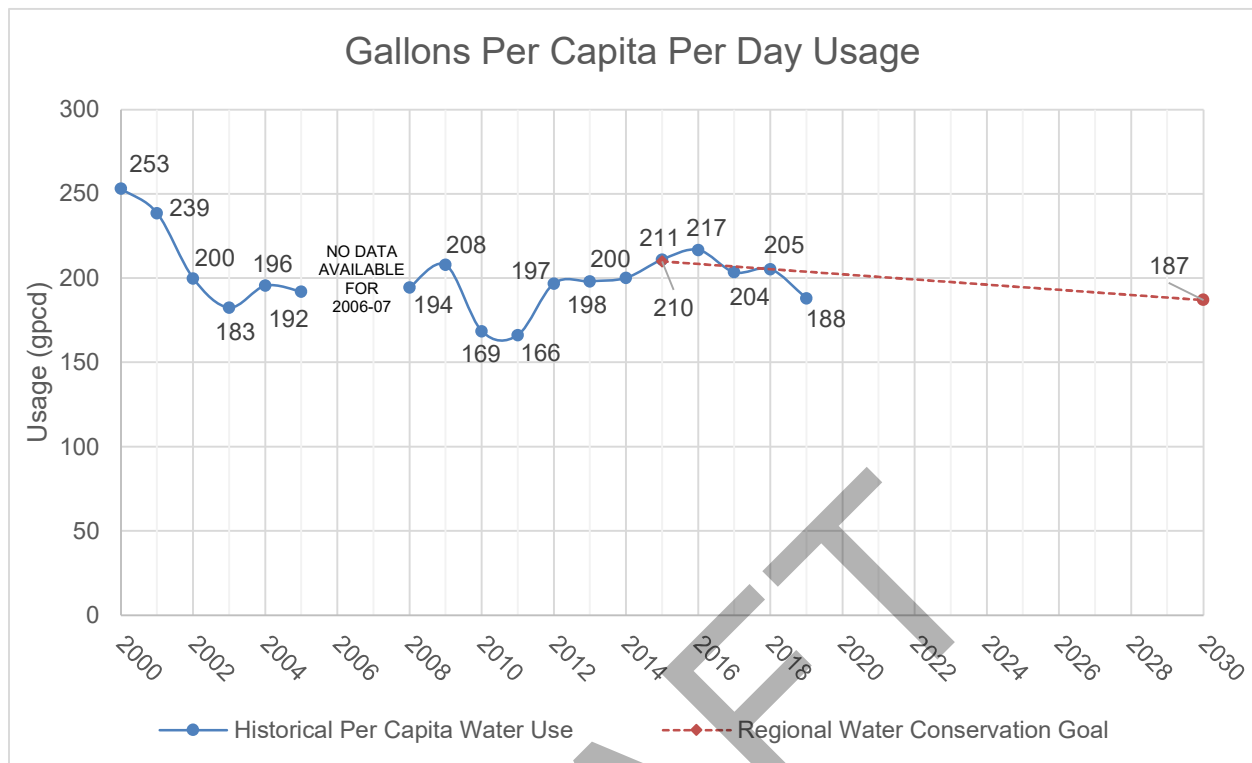


Figure 2-2: South Salt Lake Historical Per Capita Water Use

As noted above, improvements to the system were completed in 2001 to reduce serious water losses. The improvements contributed to a 21% reduction in water demand from 2000 to 2002. The City's water use has been relatively consistent since then, averaging approximately 196 gpcd. Use was lower in 2010 and 2011, likely attributable to more precipitation during these years. The steady water use since 2002 may indicate that additional measures could be implemented to encourage improved conservation.

Water use for the period 2000–2005 averaged 3,350 ac-ft/yr. Total water use for the period 2008–2013 was 2,824 ac-ft/yr and between 2014–2019 averaged 2,860 ac-ft/yr.

Figure 2-3 illustrates the average seasonal pattern of water use in the service area from 2010 to 2019. The City delivers nearly two times as much water in July as it does in February. Conservation is most effective during summer months, where irrigation and other outdoor uses add to the overall water demand.

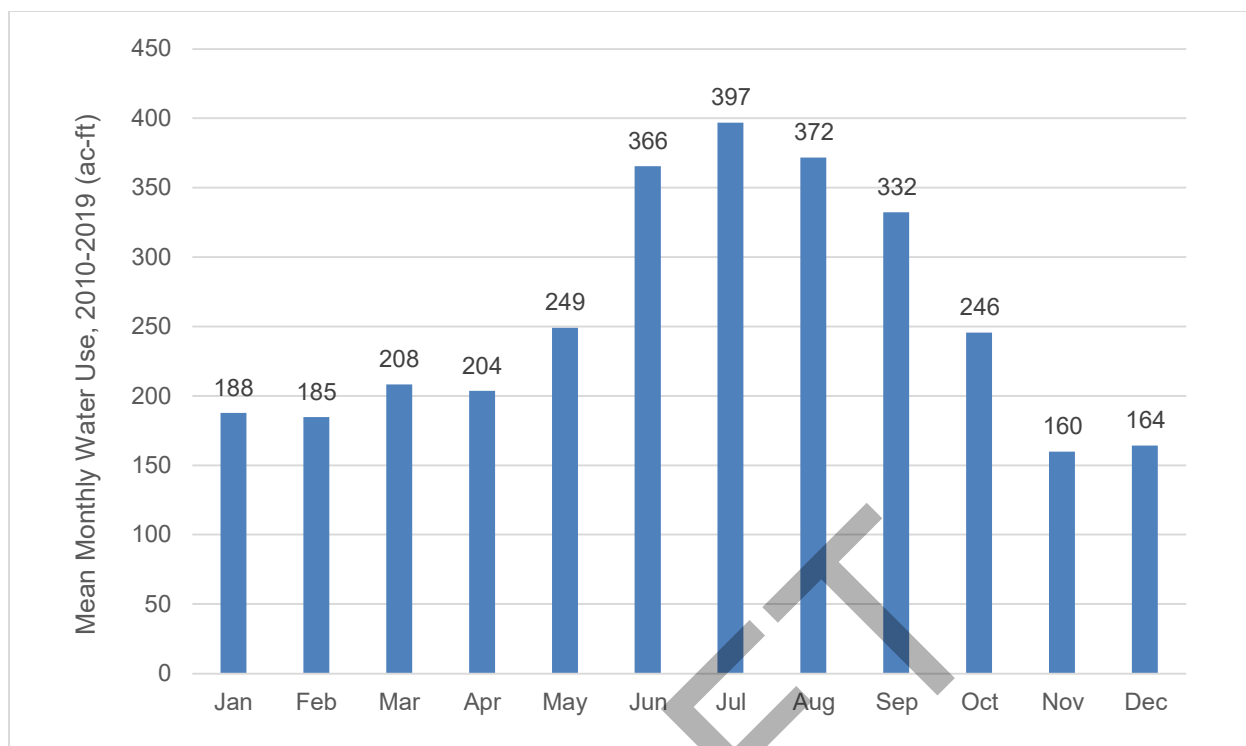


Figure 2-3: Monthly South Salt Lake Water Use, 2010–2019

Water use data from 2018 was evaluated to determine indoor versus outdoor water use. It is assumed that indoor use can be estimated by using the average water use during the winter months. The City does not have a secondary irrigation system, therefore during summer months there are increases on the drinking water system for all outdoor watering. Data was not available for 2019 seasonal water use; therefore Table 2-8 summarizes the 2018 per capita water use for indoor and outdoor applications.

**Table 2-8
2018 Per Capita Water Use by Type**

Type	Indoor Use ¹ (gpcd)	Outdoor Use (gpcd)	Total Use ² (gpcd)
Residential	23.72	51.10	74.82
Commercial	16.99	35.83	52.82
Institutional	3.50	16.16	19.66
Industrial	8.02	12.32	20.34
Total	52.23	115.42	167.64

¹Based on winter use from November through April.

²Does not include unmetered water use in 2018 which was 37.76 gpcd.

FUTURE WATER USE

As described in the City's 2016 Drinking Water System Master Plan, redevelopment may double the service population by 2050. In particular, four TOD overlays exist within the service area of the South Salt Lake City drinking water distribution network and are the primary factor for the

growth. The future increases in water demand are expected to be the result of this redevelopment and population growth.

A comparison between the reliable supply through 2050, current water use projections, and efficient use are presented in Figure 2-4. Future water use was projected using the population projection and demand per ERC from the South Salt Lake 2016 Drinking Water System Master Plan Update. The reliable supply (10,811 ac-ft) is the sum of the annual contract with JVVCD (1,020 ac-ft) and existing production from the three useable wells in the City (9,791 ac-ft). The production from the two connections to Salt Lake City's drinking water system was not taken into consideration as they serve as emergency only connections. The projected demand begins with per capital demand in 2016 and shows approximately a 45% increase through the year 2050 because of the increase in high-density redevelopment projections. As noted below, future water use projections do not exceed the reliable supply through the year 2050.

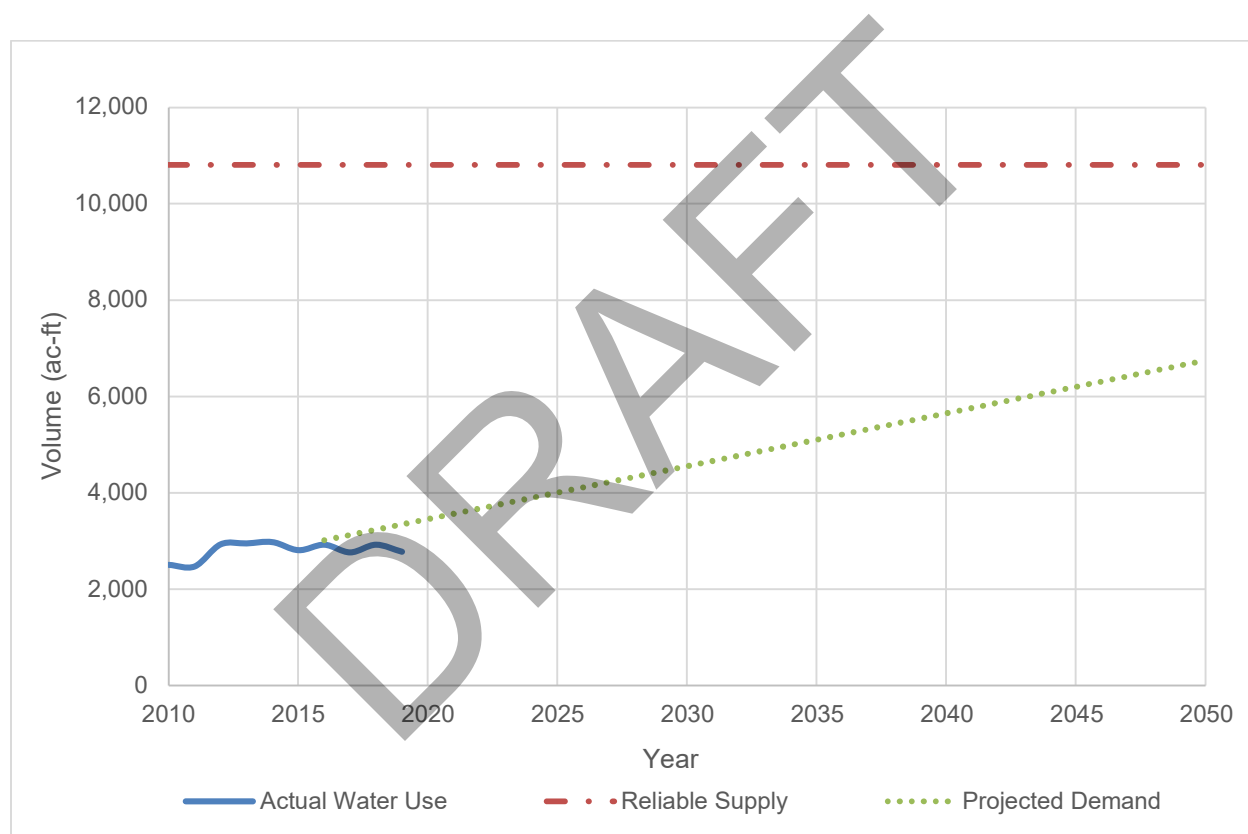


Figure 2-4: Future Use Comparison

CHAPTER 3 – WATER CONSERVATION GOALS

IDENTIFIED PROBLEMS

The City of South Salt Lake is concerned with the potential waste of water from inefficient indoor and outdoor water use and from system-wide losses. The following specific concerns have been identified by the City:

- Many pipes in the drinking water distribution system are old or undersized and may be leaking. A pipe replacement program addresses these issues and is still in effect.
- Comparison of the water supplied to the distribution system and the monthly meter readings has revealed water that is unaccounted for.
- Potential for further indoor and outdoor conservation still exists.
- Over the past 5 years, The City had to pump water from Davis Well to the east side of the City due to other wells (700 E and 300 E) being rehabilitated for several weeks or months at a time. This resulted in higher operating pressure, causing more line breaks during this period.

GOALS

The City of South Salt Lake has set goals to address the identified problems and to promote conservation. The City supports the regional water conservation goals established by the Department of Natural Resources for the Salt Lake region. The regional goal is to reduce per capita water use by 11% to 187 gpcd from the established 2015 baseline of 210 gpcd by the year 3030. South Salt Lake nearly met this goal in 2019 with a per capita use of 188 gpcd. The City will continue working to further conserve its water resources and meet or exceed the regional water conservation goal.

The following water conservation goals have been identified by the City:

- The City will continue to implement the water conservation measures currently in effect as defined in Chapter 4.
- The City's water rate structure has been amended to better promote conservation. The City will consider additional rate modifications to encourage wise water use.
- The City will determine potential causes for unaccounted drinking water and attempt to reduce this water loss.
- The City will continue its pipe replacement program and targets frequent problem areas or old pipelines.
- The City will investigate up-to-date leak detection technologies.

CHAPTER 4 – CONSERVATION MEASURES AND IMPLEMENTATION

South Salt Lake City believes that water conservation is an important factor for allowing the City to meet water demands in the future. Although the City has not appointed a separate water conservation coordinator, staff is aware of the conservation goals and work together to implement the goals. Water conservation efforts are coordinated by:

Jason Taylor
Water Division Manager
jtaylor@sslc.com
(801) 412-3202

EXISTING CONSERVATION MEASURES

Table 4-1 identifies water conservation measures that are currently in effect and will continue to be implemented by the City.

Table 4-1
Existing Conservation Measures

Existing Conservation Measure	Implementation Plan
<u>Public Education and Outreach:</u> The City promotes water conservation through community events, newsletters, and websites.	Promote individual conservation measures to city residents through: <ol style="list-style-type: none">1. Annual Water Quality Reports.2. Bill stuffers.3. The City's <i>On the Move</i> monthly newsletter.4. Booth at the annual Huck Finn Day.5. Booth at annual Night Out Against Crime community event.6. Slow The Flow website (www.slowtheflow.org) for additional individual conservation ideas.7. Indoor and outdoor water saving tips.
<u>Require Water Saving Fixtures:</u> The City has adopted the International Plumbing Code (IPC) which requires installation of water-saving fixtures in new construction.	Check building plans for water saving fixtures during building permit reviews and enforce compliance through building inspections for new construction.
<u>Replace Old Water Service Laterals:</u> New copper or poly laterals installed in place of steel galvanized or other laterals.	To date, the City has replaced over 80% of these services and will continue to replace services as leaks are detected and budget allows.
<u>Replacement Program for Old Pipelines:</u> The City replaces an estimated 1,800 feet of pipeline per year.	Replace old/undersized pipeline: <ol style="list-style-type: none">1. Whenever a street is reconstructed.2. According to master planned projects.3. As leaks are detected.4. As annual budget will allow.
<u>Evaluate Water Rate Structures:</u> The water rate structure promotes water conservation through increasing water use rates.	The City continues to use the water rate structure and evaluates periodic adjustments to rates.

Existing Conservation Measure	Implementation Plan
<u>South Salt Lake City Ordinances:</u> 1. 13.52.050 Mayor's proclamation of water use limitation. 2. 13.56.070 Waste prohibited.	1. Existing City code provides for emergency limitation of water use when necessary. 2. Existing City code prohibits the wasting of water.
<u>City Landscaping Improvements:</u> The City practices water-wise landscaping design and offers citizens information on efficient irrigation.	The City directs citizens to Center for Water-Efficient Landscaping at Utah State University (http://cwel.usu.edu/) for information on efficient landscape irrigation. A Landscape Handbook is available on the City's website. The handbook addresses irrigation techniques and lists recommended water-efficient plants.

In addition to water conservation measures implemented by the City, residents of South Salt Lake also have access to conservation measures that are implemented by Jordan Valley Water Conservancy District (JVWCD). A summary of JVWCD efforts is included below:

- Free Water Audits: At the request of residential, commercial, industrial, or institutional water users, JVWCD will perform a check of the sprinkling system and landscaping to increase irrigation efficiency and promote conservation.
- Water-Wise Landscaping Classes: JVWCD offers landscaping classes that focus on water conservation principles for residential and commercial water users.
- Large Water User Workshops: Provides tools to assist large outdoor water users with managing large landscaped areas. Applicable to public schools, churches, parks and recreation, municipalities, etc.
- Water Quest – Saving Water by the Yard: Four residential homes within the Salt Lake Valley were re-landscaped to demonstrate what a water-wise landscape looks like in a home setting. These homes serve as localized demonstration gardens with before and after photos included on the JVWCD website.

PROPOSED ADDITIONAL CONSERVATION MEASURES

The City of South Salt Lake also proposes to implement the following additional water conservation measures as outlined in Table 4-2.

Table 4-2
Proposed Additional Conservation Measures

Proposed Conservation Measures	Implementation Plan
<u>Investigation of Leak Detection Technologies:</u> The City will consider investigating and implementing leak detection technology.	These surveys would be supported by the implementation of the ongoing pipeline replacement program for leaking pipelines.
<u>Restrict Water Use for Commercial Landscaping:</u> Practice water-wise irrigation for commercial facilities.	The building department is developing the ordinance to be adopted by the City Council. Building department will enforce installation of efficient landscape irrigation design.

Proposed Conservation Measures	Implementation Plan
<u>Commercial Landscaping Ordinances:</u> <ol style="list-style-type: none"> 1. Drought Tolerant Species. 2. Water Conservation. 	<ol style="list-style-type: none"> 1. Selection of plant species suited to dry conditions is allowed and appropriate. Drought tolerant plants shall be from transplants and not seeded on site. 2. Landscape design should be done with water conservation in mind because of population growth, limited available water and the climatic limitations of Salt Lake County.

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CHAPTER 5 – ADOPTION OF PLAN

Pursuant to Subsection 73-10-32(2)(a) of the Utah Code (see Appendix B), the City's governing body shall devote part of at least one regular meeting every five years to discussion and formal adoption of the Water Conservation Plan. Minutes of such meetings shall be included as an appendix to the Plan. The City shall also provide media access to the Plan and allow public comment on it. These actions serve to increase awareness of the Plan and encourage public involvement in its implementation, leading to a more effective water conservation effort.

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APPENDIX A

CITY COUNCIL ADOPTION OF CONSERVATION PLAN

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APPENDIX B

UTAH CODE 73-10-32

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73-10-32. Definitions -- Water conservation plan required.

(1) As used in this section:

- (a) "Board" means the Board of Water Resources created under Section 73-10-1.5.
- (b) "Division" means the Division of Water Resources created under Section 73-10-18.
- (c) "Retail" means the level of distribution of culinary water that supplies culinary water directly to the end user.
- (d) "Retail water provider" means an entity which:
 - (i) supplies culinary water to end users; and
 - (ii) has more than 500 service connections.
- (e) "Water conservancy district" means an entity formed under Title 17B, Chapter 2a, Part 10, Water Conservancy District Act.
- (f) "Water conservation plan" means a written document that contains existing and proposed water conservation measures describing what will be done by retail water providers, water conservancy districts, and the end user of culinary water to help conserve water and limit or reduce its use in the state in terms of per capita consumption so that adequate supplies of water are available for future needs.

(2) (a) Each water conservation plan shall contain:

- (i) a clearly stated overall water use reduction goal and an implementation plan for each of the water conservation measures it chooses to use, including a timeline for action and an evaluation process to measure progress;
 - (ii) a requirement that each water conservancy district and retail water provider devote part of at least one regular meeting every five years of its governing body to a discussion and formal adoption of the water conservation plan, and allow public comment on it;
 - (iii) a requirement that a notification procedure be implemented that includes the delivery of the water conservation plan to the media and to the governing body of each municipality and county served by the water conservancy district or retail water provider; and
 - (iv) a copy of the minutes of the meeting and the notification procedure required in Subsections (2)(a)(ii) and (iii) which shall be added as an appendix to the plan.
- (b) A water conservation plan may include information regarding:
- (i) the installation and use of water efficient fixtures and appliances, including toilets, shower fixtures, and faucets;
 - (ii) residential and commercial landscapes and irrigation that require less water to maintain;
 - (iii) more water efficient industrial and commercial processes involving the use of water;
 - (iv) water reuse systems, both potable and not potable;
 - (v) distribution system leak repair;
 - (vi) dissemination of public information regarding more efficient use of water, including public education programs, customer water use audits, and water saving demonstrations;
 - (vii) water rate structures designed to encourage more efficient use of water;
 - (viii) statutes, ordinances, codes, or regulations designed to encourage more efficient use of water by means such as water efficient fixtures and landscapes;
 - (ix) incentives to implement water efficient techniques, including rebates to water users to encourage the implementation of more water efficient measures; and
 - (x) other measures designed to conserve water.
- (c) The Division of Water Resources may be contacted for information and

technical resources regarding measures listed in Subsections (2)(b)(i) through (2)(b)(x).

(3) (a) Before April 1, 1999, each water conservancy district and each retail water provider shall:

(i) (A) prepare and adopt a water conservation plan if one has not already been adopted; or

(B) if the district or provider has already adopted a water conservation plan, review the existing water conservation plan to determine if it should be amended and, if so, amend the water conservation plan; and

(ii) file a copy of the water conservation plan or amended water conservation plan with the division.

(b) Before adopting or amending a water conservation plan, each water conservancy district or retail water provider shall hold a public hearing with reasonable, advance public notice.

(4) (a) The board shall:

(i) provide guidelines and technical resources to retail water providers and water conservancy districts to prepare and implement water conservation plans;

(ii) investigate alternative measures designed to conserve water; and

(iii) report regarding its compliance with the act and impressions of the overall quality of the plans submitted to the Natural Resources, Agriculture, and Environment Interim Committee of the Legislature at its meeting in November 2004.

(b) The board shall publish an annual report in a paper of state-wide distribution specifying the retail water providers and water conservancy districts that do not have a current water conservation plan on file with the board at the end of the calendar year.

(5) A water conservancy district or retail water provider may only receive state funds for water development if they comply with the requirements of this act.

(6) Each water conservancy district and retail water provider specified under Subsection (3)(a) shall:

(a) update its water conservation plan no less frequently than every five years; and

(b) follow the procedures required under Subsection (3) when updating the water conservation plan.

(7) It is the intent of the Legislature that the water conservation plans, amendments to existing water conservation plans, and the studies and report by the board be handled within the existing budgets of the respective entities or agencies.

Amended by Chapter 329, 2007 General Session

RESOLUTION 2021-

A Resolution of the City of South Salt Lake City Council Adopting the Water Conservation Plan Prepared in Summer 2020

WHEREAS, the City provides culinary water to residents and businesses located within the municipality; and

WHEREAS, water is a scarce and valuable resource in the second-most arid state in the United States; and

WHEREAS, pursuant to Section 73-10-32 of the Utah Code, the city must prepare a conservation plan and submit it to the Utah Division of Water Resources; and

WHEREAS, the *City of South Salt Lake Water Conservation Plan* was originally completed in 2000 and then updated in 2009 and 2014; and

WHEREAS, the engineering firm of Hansen, Allen, and Luce, Inc. updated the *City of South Salt Lake Water Conservation Plan* during the summer of 2020 and the updated plan is attached to this resolution; and

WHEREAS, the *City of South Salt Lake Water Conservation Plan* describes the City's drinking water system, reviews historical water use in the City, assesses water conservation measures available to the City, sets goals to conserve water in the City, and identifies existing and proposed water conservation measures to be implemented by the City; and

WHEREAS, the master plan has been reviewed and discussed during City Council meeting:

NOW, THEREFORE, BE IT RESOLVED by South Salt Lake Council that South Salt Lake adopts the *City of South Salt Lake Water Conservation Plan* as this City's plan and directs staff to submit it to the Utah Division of Water Resources for their review.

DATED this____day of_____2021.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

City Council Vote as Recorded:

Bynum:	_____
deWolfe:	_____
Huff:	_____
Mila:	_____
Pinkney:	_____
Siwik:	_____
Thomas:	_____

ATTEST:

Craig D. Burton, City Recorder

County Contract No. _____

D.A. No. _____

INTERLOCAL COOPERATION AGREEMENT

between

(Name of Municipality)

and

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

THIS AGREEMENT is made and entered into the ____ day of _____, 2021, by and between SALT LAKE COUNTY (the "County"), a body corporate and politic of the State of Utah, on behalf of the Salt Lake County Clerk's Office, Elections Division; and _____ (the "City") a municipal corporation created under the laws of the State of Utah.

R E C I T A L S:

WHEREAS, the County desires to provide the services of its clerk's office, elections division, to the City for the purpose of assisting the City in conducting the City's 2021 primary and general municipal elections; and

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

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

A G R E E M E N T:

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

1. **Term.** The County shall provide election services described below to the City commencing on the date this Agreement is executed and terminating on December 31, 2021. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A." Generally, the County shall perform the listed election functions as set forth in Exhibit "A" and as needed to ensure implementation of the City's 2021 primary and general municipal elections.

3. **Legal Requirements.**

a. The County and the City understand and agree that the 2021 City primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit "A." The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election

questions, problems, and legal issues that are within the City's statutory authority.

b. The County and the City understand and agree that if County offers services or resources to conduct an instant runoff voting election, or rank choice voting, as described in sections 20A-4-603 and -604, UTAH CODE ANN. (2018), the estimated cost of administering such an election will be provided.

c. In accordance with 20A-4-602(3)(a), the City shall provide the Lt. Governor's and County notice of their intent to use Rank Choice Voting as their selected method of voting, no later than May 10, 2021.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall be obligated to pay the County. If the City selects a traditional vote election, the City shall pay an amount not to exceed the estimate attached hereto and incorporated by reference as Exhibit "B," If the City selects an instant runoff voting election/rank choice voting election, an estimate of such services shall be provided attached hereto and incorporated by reference as Exhibit "B." The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's actual costs of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all

materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to –904 (2018) (the “Governmental Immunity Act”). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. **No Obligations to Third Parties.** The parties agree that the County’s obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

7. **Indemnification.** Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney’s fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act, error or omission of the City, its officers, agents and employees and

including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. **Election Records.** The City shall maintain and keep control of all records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, UTAH CODE ANN. §§ 63G-2-101 to -901 (2018), and all other relevant local, state and federal laws.

9. **Service Cancellation.** If the Agreement is canceled by the City as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

10. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

11. **Agency.** No agent, employee or servant of the City or the County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by either party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The City and the County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees and servants during the performance of this Agreement.

12. **Force Majeure.** Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes or unusually severe weather. If such condition continues for a period in excess of 60 days, the City or the County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County Salt Lake County Mayor
2001 South State Street, N2-100
Salt Lake City, Utah 84190

and
Michelle Blue
Fiscal Manager
Salt Lake County Clerk's Office
2001 South State, Suite S1-200
Salt Lake City, Utah 84190-1050
email: mblue@slco.org

City

email:

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

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 10, 2021, and on November 2, 2021, certain decisions by the County referenced in Exhibit "A" may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing the same scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit "A."

16. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice or action nominates, recommends or supervises the City's operations or authorizes funding or payments to the City.

17. **Ethical Standards.** The City represents that it has not: (a) provided an illegal gift to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the

ethical standards set forth in State statute or section 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinance.

18. **Interlocal Agreement.** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -608 (2018), (the “Interlocal Act”), in connection with this Agreement, the City and the County agree as follows:

a. This Agreement shall be approved by each party, pursuant to section 11-13-202.5 of the Interlocal Act;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section 11-13-202.5 of the Interlocal Act;

c. Any duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to section 11-13-209 of the Interlocal Act;

d. Except as otherwise specifically provided herein, each party shall be responsible for its own costs of any action performed pursuant to this Agreement, and for any financing of such costs; and

e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated

by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

f. County and City Representatives.

i. The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.

ii. The City designates the City's _____
[title] as the City's representative in its performance of this Agreement. The City's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

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

SALT LAKE COUNTY:

Mayor or Designee

Date: _____

Recommended for Approval:

Sherrie Swensen
Salt Lake County Clerk

Approved as to Form:

Jason S. Rose

Digitally signed by Jason S. Rose
Date: 2021.03.16 14:19:29 -06'00'

By: _____
Deputy District Attorney
Date: _____

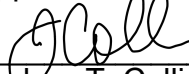
CITY:

By: _____

Title: _____

Date: _____

Approved as to Form:



Joshua T. Collins
City Attorney
Date: 4/8/2021

Exhibit “A”
2021 Municipal Elections
Scope of Work

Traditional Voting

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

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

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

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

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

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

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

Rank Choice Voting

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

The City agrees and understands that choosing to hold Rank Choice Voting will eliminate the need for a primary election.

The City agrees and understands that the County can preform Rank Choice Voting for races that rank up to 10 candidates. The County is unable to rank more than 10 candidates in any given race.

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

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

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

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

The City will provide all voter education outreach related to Rank Choice Voting.

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

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

**Exhibit “B”
2021 Election Costs
South Salt Lake City**

Below is the good faith estimate for the upcoming **2021 Municipal Election** for **South Salt Lake City**. Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 3/8/2021): 10,348
- B. Election for the offices below:

2021 Offices
South Salt Lake Mayor
Council District 2
Council District 3
Council At-Large

South Salt Lake City may select either a traditional vote election, or an instant runoff vote election (rank choice voting). If the City selects a traditional vote election, the city will be billed for actual costs, which will not exceed this estimate.

Traditional Voting Election NTE Cost: \$21,465

If the City selects an instant runoff voting election/rank choice voting election, the city will be billed for actual costs, which are estimated below.

Rank Choice Voting Election Estimated Cost for both Primary & General: \$21,580*

Rank Choice Voting Election Estimated Cost for General Election Only: \$12,994 *

*Annual licensing fees of \$10,000 will be shared by all municipalities that select Rank Choice Voting (RCV). If your jurisdiction alone were to select this option, you would solely bear all licensing costs associated with RCV, in addition to the estimated costs above.

RESOLUTION NO. R2021-_____

**A RESOLUTION OF THE CITY OF SOUTH SALT LAKE CITY COUNCIL
APPROVING THE INTERLOCAL COOPERATION AGREEMENT BETWEEN
SOUTH SALT LAKE CITY AND SALT LAKE COUNTY FOR THE COUNTY
TO CONDUCT PRIMARY AND GENERAL MUNICIPAL ELECTIONS FOR
2021**

WHEREAS, the City will hold primary and general municipal elections in 2021; and

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

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

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

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

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

The City Council authorizes the Mayor to execute the Interlocal Cooperation Agreement, with an effective date as indicated in the agreement, between Salt Lake County and the City relating to providing election services for the 2021 Primary and General Municipal Elections.

APPROVED AND ADOPTED by the City Council of the City of South Salt Lake, Utah, on this _____ day of _____, 2021.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

Council vote as recorded:

Bynum	_____
deWolfe	_____
Huff	_____
Mila	_____
Pinkney	_____
Siwik	_____
Thomas	_____

ATTEST:

Craig D. Burton, City Recorder