



## South Salt Lake City Council REGULAR MEETING AGENDA

Public notice is hereby given that the South Salt Lake City Council will hold a Regular Meeting on **Wednesday, March 9, 2022** in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **7:00 p.m.**, or as soon thereafter as possible. The meeting can be viewed on Ustream. The link can be found on the City Council page on the City's website [sslc.com/city-government/council-meetings](http://sslc.com/city-government/council-meetings)

Conducting: Portia Mila, District 4  
Council Chair: Sharla Bynum  
Sergeant at Arms: Sgt. Cody Coggle

### CITY COUNCIL

#### MEMBERS:

LEANNE HUFF  
COREY THOMAS  
SHARLA BYNUM  
PORTIA MILA  
SHANE SIWIK  
NATALIE PINKNEY  
CLARISSA WILLIAMS

220 E MORRIS AVE  
SUITE 200  
SOUTH SALT LAKE  
UTAH  
84115  
P 801.483.6027  
F 801.464.6770  
SSLC.GOV

### Opening Ceremonies

- |   |              |
|---|--------------|
| 1. Welcome/Introductions                              | Portia Mila  |
| 2. Serious Moment of Reflection/ Pledge of Allegiance | Sharla Bynum |

### No Action Comments

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

### Action Items

#### Unfinished Business

- |   |              |
|---|--------------|
| 1. A Resolution of the South Salt Lake City Council Approving the Purchase of Certain Real Property for the Sewer Lift Station                                | Dennis Pay   |
| 2. Discussion Regarding Amending Section 2.04.065 of the South Salt Lake Municipal Code to Amend the Mayor's Compensation and Set a Date for a Public Hearing | Sharla Bynum |

#### New Business

- |   |              |
|---|--------------|
| 1. An Ordinance of the South Salt Lake City Council Amending Section 3.11.100 of the South Salt Lake Municipal Code to Modify Fees in South Salt Lake City to Create a Stormwater Maintenance Fee | Dennis Pay   |
| 2. An Ordinance of the South Salt Lake City Council Amending Section 2.08.075 of the South Salt Lake City Municipal Code to Amend the City Council's Compensation                                 | Sharla Bynum |
| 3. A Resolution of the South Salt Lake City Council Approving the Purchase of Certain Real Property Located at 20 East Southgate Avenue   | Sharen Hauri |

See page two for continuation of Agenda

**New Business – Continued**

4. A Resolution of the South Salt Lake City Council Approving the Purchase of Certain Real Property Located at 2761 South Main Street

Sharen Hauri

**Public Hearing – 7:30 (Or As Soon Thereafter As Possible)**

To receive public input regarding proposed amendments to all 2021/2022 fund budgets

1. Crystal Makin, for the City to present information and answer questions
2. Open Public Hearing
3. Receive Public Input
4. Close Public Hearing
5. Discussion by the City Council
6. At Conclusion of Discussion by the Council, Motion and Second by Council
  - a. To move action until a future specified meeting date;
  - b. To take it to a work meeting for further discussion; or
  - c. To take final action on the matter

**Motion for Closed Meeting**

Closed meeting held pursuant to Utah Code Annotated, 1953, as amended, Sec. 52-4-204, Sec. 52-4-205 (1) (d) and (e), et seq. for the following purposes: Strategy Session to discuss the sale, purchase, exchange or lease of real property

**Adjourn**

Posted March 4, 2022

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, they will come to the podium and state their name and City they reside. 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 they have used the allotted time. Grievances by City employees must be processed in accordance with adopted personnel rules.

CITY OF SOUTH SALT LAKE  
CITY COUNCIL MEETING

COUNCIL MEETING

Wednesday, March 9, 2022  
7:00 p.m.

CITY OFFICES

220 East Morris Avenue  
South Salt Lake, Utah 84115

PRESIDING

Council Chair Sharla Bynum

CONDUCTING:

Portia Mila

SERIOUS MOMENT OF REFLECTION/  
PLEDGE OF ALLEGIANCE

COUNCIL MEMBERS PRESENT:

Sharla Bynum, LeAnne Huff, Portia Mila, Natalie Pinkney, Shane Siwik,  
Corey Thomas and Clarissa Williams

STAFF PRESENT:

Mayor Wood  
Charee Peck, Chief of Staff  
Josh Collins, City Attorney  
Crystal Makin, Finance Director  
Jack Carruth, Police Chief  
Terry Addison, Fire Chief  
Dennis Pay, City Engineer  
Sharen Hauri, Neighborhood's Director  
Alex White, Community Development Director  
Randy Sant, Economic Development Director  
Corby Talbot, Stormwater Division Manager  
Danielle Croyle, Public Information Officer  
Craig Burton, City Recorder  
Ariel Andrus, Deputy City Recorder

**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 said House Bill 208 made Juneteenth a holiday. The City will also be recognizing this holiday and City offices will be closed on June 20<sup>th</sup> this year.

Economic Development Consultant, Randy Sant, gave the Council a legislative update.

City Attorney, Josh Collins, added that the biggest bill that he was most involved in was HB440 and the final version of that bill was much more favorable to the City than what was originally drafted.

Mayor Wood added some additional information on HB440.

**4. CITY ATTORNEY COMMENTS.** None.

**5. CITY COUNCIL COMMENTS.** Council Member Thomas said for International Women's day and month she wanted to point out all the amazing women she works with on the Council and the Mayor as well.

**UNFINISHED BUSINESS**

- 1. A Resolution of the South Salt Lake City Council Approving the Purchase of Certain Real Property for the Sewer Lift Station.** City Engineer, Dennis Pay, gave a brief overview of this Resolution. A copy of this Resolution is attached and incorporated by this reference.

Mr. Collins added that the cost of this property purchase will be reimbursed by the Public Infrastructure District (PID) that is being proposed.

Council Member Thomas made a motion to approve this Resolution



MOTION: Corey Thomas

SECOND: Natalie Pinkney

Roll Call Vote:

Bynum: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

Williams: Yes

2. **Discussion Regarding Amending Section 2.04.065 of the South Salt Lake Municipal Code to Amend the Mayor's Compensation and Set a Date for a Public Hearing.** Council Chair Bynum said that Mayor's Compensation update requires a public hearing and that hearing needs to be noticed in the newspaper. The Council plans to hold a public hearing at their next meeting.

Council Member Pinkney made a motion to hold a Public Hearing on March 23, 2022 at 7:30pm.

MOTION: Natalie Pinkney

SECOND: LeAnne Huff

Voice Vote:

Bynum: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

Williams: Yes

**NEW BUSINESS**

1. **An Ordinance of the South Salt Lake City Council Amending Section 3.11.100 of the South Salt Lake Municipal Code to Modify Fees in South Salt Lake City to Create a Stormwater Maintenance Fee.** Mr. Pay reminded the Council that at the end of 2021 an Ordinance was passed that created a stormwater utility. City staff needed to reevaluate the equivalent residential units (ERU's) and come back to the Council with a recommendation on a fee for this utility. A memo discussing the recommended ERU's is attached and incorporated by this reference. The new rate will be \$6 per ERU.

A majority of the Council voiced support for the \$6 rate being proposed.

Council Chair Bynum made a motion to move this item to the March 23, 2022 Regular Meeting

MOTION: Sharla Bynum

SECOND: LeAnne Huff

Voice Vote:

Bynum: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

Williams: Yes

2. **An Ordinance of the South Salt Lake City Council Amending Section 2.08.075 of the South Salt Lake Municipal Code to Amend the City Council's Compensation.** Council Chair Bynum stressed the fact that the South Salt Lake City Council's yearly compensation is considerably less than surrounding municipalities that have the same form of government. A comparison sheet is attached and incorporated by this reference. The City Council has not had an increase since 2011. She is proposing an increase to \$17,431 which is the median amount of the comparison sheet.

Council Member Siwik doesn't agree with that large of an increase. He doesn't think the South Salt Lake Council should make more than Murray or Taylorsville because they are much larger cities in their population size.

Council Chair Bynum said that South Salt Lake is a smaller city as far as how many residents there are but that doesn't change how busy this Council is. She also added that they are setting the bar for future councils and this raise could make running for council more intriguing if they are compensated more fairly.

Council Member Pinkney said that although South Salt Lake is a smaller city, the city is still held at the same standards as the larger surrounding cities. There is a lot of new development in the horizon which creates a lot more work for the Council. She doesn't feel that South Salt Lake is comparable to cities such as Murray, but it is much more comparable to see South Salt Lake as a much smaller Salt Lake City.

Council Member Thomas feels that the Council compensation needs to be discussed but she is not sure if she is set on the amount that is being proposed. She would also like to know where these additional funds should be pulled from.

Council Member Mila agrees that South Salt Lake deals with a lot of the same issues that Salt Lake City deals with and sees that as a reason to make the pay for this position more in line with other cities. She is not supporting this because she

would like more money but more to make it a more attractive position for future councils.

Finance Director, Crystal Makin, said that the additional funds for this increase will come from sales tax revenues. She is a bit cautious about the growth of sales tax because of the war in Ukraine. Right now, sales tax is looking good.

Council Members Thomas and Siwik felt that the proposed \$17,431 was too high an amount for the Council's salary.

Council Member Williams expressed her position as the newest Council member. She has personally taken a lot of time off of her day job to learn all the things she can about the City and the part she plays as a member of the Council. She also doesn't feel like comparing to other cities is the best representation for South Salt Lake.

Mayor Wood added that in the twelve years she has been Mayor this Council is the most active and involved compared to previous councils.

The Council did a straw poll on what the Council rate should be. A majority of the Council agreed on the amount discussed.

Council Chair Bynum made a motion hold a public hearing for March 23, 2022 at 7:30pm to raise the City Council's yearly salary to \$17,431.

MOTION: Sharla Bynum

SECOND: Portia Mila

Voice Vote:

Bynum:	Yes
Huff:	Yes
Mila:	Yes
Pinkney:	Yes
Siwik:	No
Thomas:	Yes
Williams:	Yes

The Council moved the public hearing portion of the meeting at this time.

- 3. A Resolution of the South Salt Lake City Council Approving the Purchase of the Certain Real Property Located at 20 East Southgate Avenue.** Department of Neighborhood's Director, Sharen Hauri, gave the Council an overview of this property purchase. A copy is attached and incorporated by this reference.

Council Chair Bynum made a motion to move this item to the March 23, 2022 Regular Meeting

MOTION: Sharla Bynum

SECOND: Shane Siwik

Voice Vote:

Bynum: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

Williams: Yes

- 4. A Resolution of the South Salt Lake City Council Approving the Purchase of the Certain Real Property Located at 2761 South Main Street.** Ms. Hauri gave an overview of this property purchase. A copy is attached and incorporated by this reference.

MOTION: Sharla Bynum

SECOND: Natalie Pinkney

Voice Vote:

Bynum: Yes

Huff: Yes

Mila: Yes

Pinkney: Yes

Siwik: Yes

Thomas: Yes

Williams: Yes

**Public Hearing – To Receive Public Input Regarding Proposed Amendments to all 2021/2022 Fund Budgets.** Ms. Makin presented the budget amendments to the Council. A copy of the budget amendments are attached and incorporated by this reference.

Public hearing opened at 7:51pm and closed at 7:52pm.

Council Chair Bynum made a motion to approve the budget amendment ordinance

MOTION:

SECOND:

Roll Call Vote:

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

Council Member Pinkney made a motion to adjourn.

MOTION: Natalie Pinkney

SECOND: Sharla Bynum

Voice Vote:

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

The meeting adjourned at 7:59 p.m.

  
Sharla Bynum, Council Chair

  
CRAIG A. BURTON, CITY RECORDER

**March 9, 2022**

## CITY COUNCIL - REGULAR MEETING LIST OF ATTENDEES

**NAME**

**CITY/TOWN**

**REPRESENTING**

Bill HASESTY

Taylorville

Cire Journal

RESOLUTION NO. 2022-02

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY FOR THE SEWER LIFT STATION

WHEREAS, the City of South Salt Lake (the “City”) desires to purchase the real property located at 2250 South 600 West, South Salt Lake, Utah 84115, a parcel of land that contains 10,789 square feet, or 0.248 acre acres, Assessor’s Parcel Number 15-7:351:3Q, and certain other rights and interests appurtenant thereto (collectively, the “Property”), for the purpose of maintaining the City’s sewage infrastructure;

WHEREAS, to effectuate the City’s purchase of the Property, the City anticipates entering into a Purchase Contract (the “**Purchase Contract**”), by and between the City, as buyer, and the Utah Department of Transportation (“UDOT”), as seller;

WHEREAS, the Property is a “significant parcel,” as defined in Section 3.14.010 of the South Salt Lake City Code of Ordinances (the “Code”), because the fair market value of the Property, as determined by a reasonable evaluation method, is greater than twenty-five thousand dollars (\$25,000.00) and the total acreage of the Property exceeds five thousand (5,000) square feet;

WHEREAS, Section 3.14.020.A. of the Code requires the Mayor to obtain the approval by resolution of the City Council for the purchase of any significant parcel of real property unless the City Council has already appropriated and specifically identified funds for the purchase of the real property in a budget line item;

WHEREAS, the City Council has identified the specific line items in the budget where funding can be transferred funds for the purchase of the Property in a budget line item, with funds coming from the Sewer Fund, 52-80-731-00 “Sewage Collection System”;

WHEREAS, as required by Section 3.14.020.B. of the Code, the City Council’s approval by resolution of the City’s purchase of the Property will be an express condition to the City’s obligation to purchase the Property pursuant to the proposed Purchase Contract;

WHEREAS, as required by Section 3.14.020.C.1. of the Code, the Mayor certifies to the City Council that funds are available to pay for the purchase of the Property according to the terms of the proposed Purchase Contract and has recommended that the purchase price for the Property be paid from such funds;

WHEREAS, the City has obtained an appraisal of the Property, as required by Section 3.14.020.E. of the Code;

WHEREAS, the seller disclosures required by Section 3.14.020.F. of the Code will be an express condition to the City’s obligation to purchase the Property pursuant to the proposed Purchase Contract;

WHEREAS, the City will commission an environmental assessment of the Property and will comply with Section 3.14.020.G. of the Code in all respects; and

WHEREAS, in accordance with Section 3.14.020.D. of the Code, the City Council has discussed the aspects of the transaction contemplated thereby to enable the City to complete the transaction on the best possible terms and the City Council, in a public session has determined that this Resolution is in the best interests of the City.

BE IT RESOLVED, therefore, by the City Council of the City of South Salt Lake, that the form, terms, and provisions of the proposed Purchase Contract and the transaction contemplated thereby be and hereby are determined to be fair to, advisable, and in the best interests of the City, and the proposed Purchase Contract and the transaction contemplated thereby are hereby approved and adopted in all respects; and

BE IT FURTHER RESOLVED, that the terms and provisions of all other agreements, instruments, certificates and documents, including all exhibits and schedules attached to the proposed Purchase Contract, as may be necessary or convenient to carry out the transaction contemplated by the proposed Purchase Contract be, and hereby are, approved and adopted in all respects with such additions, deletions and/or changes thereto as the Mayor may, in her reasonable discretion, determine necessary;

BE IT FURTHER RESOLVED, that the City Council approves the proposed Purchase Contract and authorizes the Mayor to execute all documents and to take such action as she may deem necessary or advisable in order to carry out and perform the transaction contemplated by the proposed Purchase Contract, and all actions taken by the Mayor prior hereto with such purpose are hereby ratified;

BE IT FURTHER RESOLVED, that the purchase price for the Property shall be paid from the Sewer Fund, 52-80-731-00 "Sewage Collection System"; and

BE IT FURTHER RESOLVED, that the council chair is hereby authorized and directed by the City Council to execute this Resolution and to do all things necessary to render the same in full force and effect.

DATED this 9 day of march, 2022.

BY THE CITY COUNCIL:

  
Sharla Bynum, Council Chair



ATTEST:

  
\_\_\_\_\_  
Craig D. Burton, City Recorder

City Council Vote as Recorded:

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



**VAN DRIMMELEN & ASSOCIATES, INC.**  
REAL ESTATE APPRAISERS /CONSULTANTS

**AN APPRAISAL REPORT OF  
A 0.248 ACRE QUIT CLAIM DEED**

**WITHIN PROPERTY OWNED BY  
THE UTAH DEPARTMENT OF TRANSPORTATION**



**LOCATED AT**

2270 SOUTH 600 WEST,  
SOUTH SALT LAKE CITY, UTAH

**PROJECT IDENTIFICATION**

PROJECT NO. IR-15-7(185)308  
PIN NO. 990010 / PROJECT PARCEL NO. 15-7:351:3Q

**PREPARED FOR**

UTAH DEPARTMENT OF TRANSPORTATION  
c/o Mr. Mike Timothy  
Surplus Land Coordinator

**PREPARED BY**

KENDALL S. MITCHELL, MAI  
CERTIFIED GENERAL APPRAISER

**DATE OF VALUATION/INSPECTION**

OCTOBER 18, 2021

**DATE OF THE REPORT**

OCTOBER 25, 2021

VAN DRIMMELEN & ASSOCIATES, INC.  
REAL ESTATE APPRAISERS / CONSULTANTS

October 25, 2021

Project No. IR-15-7(185)308  
Pin No. 990010 / Parcel No. 15-7:351:3Q

Mr. Mike Timothy  
Surplus Land Coordinator  
Utah Department of Transportation  
Right-of-Way Division  
4501 South 2700 West, Fourth Floor  
Salt Lake City, UT 84114-8420

Re: An appraisal report of a 0.248 acre quit claim deed within a larger parcel containing 4.086 acres located at 2270 South 600 West, South Salt Lake City, Utah. UDOT Project No.: IR-15-7(185)308; UDOT Project Pin No.: 990010; UDOT Parcel No.: 15-7:351:3Q. Appraisal Report File #3139km1021.

Dear Mr. Timothy:

At your request, I have inspected the property owned by the Utah Department of Transportation located at 2270 South 600 West, South Salt Lake City, Utah. The purpose of the inspection and subsequent investigation and analysis was to estimate market value of the property, as of the specified date of valuation, for the proposed sale/transfer of the property rights specified. Reportedly, the quit claim deed is to be acquired by South Salt Lake City (SSLC) in order to expand SSLC facilities adjacent to the east including an animal shelter and municipal water facility. The sale/transfer will be a typical market transaction between knowledgeable and willing buyer and seller not under the threat of condemnation. However, the quit claim deed functions similar to a partial fee acquisition in that it does change the larger parcel. As such, this report has been completed to typical UDOT standards/requirements for right-of-way appraisal.

As demonstrated within the attached appraisal report, I am of the opinion that the **Market Value – As Is** of the fee simple interest (as defined in the attached Report and subject to the definitions, certifications, assumptions, and limiting conditions set forth), of the quit claim deed as of October 18, 2021, is:

**NINETY-ONE THOUSAND EIGHT HUNDRED DOLLARS**  
**(\$91,800)**

The larger parcel as appraised herein comprises a  $\pm 4.09$  acre industrial lot and is identified as all of Salt Lake County parcel number(s) 15-24-151-015. The SITUS address is 2270 South 600 West and the property is under the recorded ownership of the Utah Department of Transportation. The quit claim deed is a small and narrow strip of land along the northeast border of the defined larger parcel that contains 10,789 square feet, or 0.248 acre and will reportedly be purchased by South Salt Lake City. The quit claim deed functions similar to a partial fee acquisition. In order to effectively measure the value of the remainder and any possible severance damages to the remainder, the quit claim is treated similar to a partial fee acquisition herein to provide the client with full information for their internal decision making purposes.

The property is vacant land only with no vertical improvements present. All market value conclusion(s) outlined herein represent land values only. It is important to note that the area of quit claim deed is outside the existing fenceline for the defined larger parcel and is already effectively being used by SSLC. There are numerous site improvement items within the quit claim deed area, including trees, grass, dog runs, lateral fencing, parking lot improvements, etc. These site improvements are within the defined larger parcel under UDOT ownership but were installed and are being maintained by SSLC. As per the specific instruction of the client, all site, landscaping and other improvements within the quit claim deed are excluded from consideration and no compensation or other consideration is included for these items in the appraised value(s) outlined herein.

The quit claim deed is identified as Project Parcel No.: 351:3Q and is located along the northeast border of the larger parcel adjacent west of parcels owned by SSLC. The quit claim deed has a maximum depth of 34.01 feet on the south border, narrowing to a depth of 21.55 feet on the north border. Maximum length is 390.17 feet along the west border. The acquisition is a relatively small, narrow shaped area. According to the provided legal descriptions, the size of Project Parcel No.: 351:3Q is 10,789 square feet, or 0.248 acre.

No other acquisitions by SSLC are proposed and the size of the remainder in the after condition will be 167,197 square feet, or 3.838 acres, which represents a reduction in land size of larger parcel of  $\pm 6\%$ , which is not a significant reduction. The remainder will remain legally compliant from all zoning requirements and the overall utility and use of the remainder will not be negatively impacted.

Definitions of market value and the fee simple estate are included in the attached document. An appraisal is performed in accordance with Standards Rule 1 as defined by the Uniform Standards of Professional Practice (USPAP). The attached report is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of USPAP.

Mr. Timothy  
October 25, 2021  
Page 3

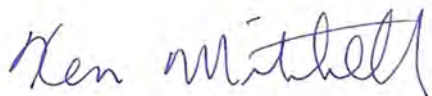
This appraisal report conforms with and is subject to the 2020-2021 Uniform Standards of Professional appraisal Practice (USPAP) of the Appraisal Foundation, the Uniform Act, C.F.R. 24.103, the Utah Relocation Assistance Act, Utah Code Section 57-12, Utah State Code Title 78B, the Code of Professional Ethics, UDOT appraisal requirements/scope of work agreement and applicable Uniform Appraisal Standards for Federal Land Acquisitions.

This report has been prepared for your use. As is customary in assignments of this nature, neither my name, my company name, nor the material submitted may be included in any prospectus, in newspaper publicity, or as part of any printed material; or used in offerings or representations with the sale of securities or participation interests to the public. No parts of this written report, including my name/company name or any value conclusions and/or explanations may be disseminated online or in other medium intended for general public consumption without prior written permission. The use of this appraisal report, by the client or by a third party, will mean acceptance of all assumptions and limiting conditions contained in the Letter of Transmittal, Preface, and attached report. The appraiser is not responsible for unauthorized use of this report.

The value given is subject to the general assumptions and limiting conditions, and specific extraordinary assumptions stated in the attached report and outlined in the addendum. It is important that the reader of this report review and understand all general and specific assumptions and limiting conditions. This letter must remain attached to the report in order for the value opinion set forth to be considered valid. The effective date of value is October 18, 2021. The date of the report is October 25, 2021.

Your attention is invited to the attached appraisal report, which outlines the data collected and the methods used to formulate an opinion of the market value of the subject property and the quit claim deed. If you have any questions, please do not hesitate to contact me at (801) 536-6475 (direct office).

Respectfully submitted,



---

Kendall S. Mitchell, MAI

Utah State Certified General Appraiser License #5499685-CG00 Expires 4-30-22
---

Enc.

## Table Of Contents

Certification of Value .....	iii
Summary of Salient Facts and Conclusions.....	iv
Subject Photographs .....	7
Introduction .....	12
Scope of Work.....	12
Purpose of the Appraisal, Property Rights Appraised, Effective Date(s) and Definitions .....	14
Factual Data – Before Acquisition .....	16
Identification of Property.....	16
Summary of Area Information .....	17
Area Map.....	30
Neighborhood Description .....	31
Neighborhood Description .....	31
Neighborhood Map.....	34
Larger Parcel Determination .....	35
County Parcel Map.....	36
County Plat Map.....	37
Description of Larger Parcel .....	38
Improvement Description .....	42
Recent History of the Property .....	43
Real Estate Tax/Assessment .....	43
Data Analysis and Conclusions-Before Acquisition .....	44
Highest and Best Use – As Vacant .....	44
Market Overview - industrial .....	47
Land Valuation .....	51
Analysis and Reconciliation of Land Sales.....	57
Reconciliation of Land Value.....	63
Proposed Project & Factual Data – After Acquisition .....	64
Description of Proposed Project.....	64
Description of Property – After Acquisition .....	66
Description of Property – After Acquisition .....	66
Highest and Best Use – After Acquisition.....	66
Data Analysis & Conclusions – After Acquisition.....	67
Valuation of the Partial Fee Acquisition.....	67
Description and Valuation of the Improvements Acquired/Impacted .....	67
Damages to the Remainder .....	68
Cost to Cure .....	70
Special Benefits .....	70
Summary of Values .....	71
Reconciliation and Final Estimate of Value .....	72
Exhibits & Addenda .....	viii
Flood Map	
Current/Master Plan Zoning Maps	
Comparable Land Sales Data Sheets	
County Information	

Ownership Records / Legal Descriptions  
Assumptions and Limiting Conditions  
Qualifications of Appraiser

## Certification

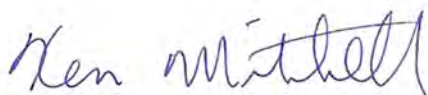
Re: An appraisal report of a 0.248 acre quit claim deed within a larger parcel containing 4.086 acres located at 2270 South 600 West, South Salt Lake City, Utah. UDOT Project No.: IR-15-7(185)308; UDOT Project Pin No.: 990010; UDOT Parcel No.: 15-7:351:3Q. Appraisal Report File #3139km1021.

**I certify that to the best of my knowledge and belief:**

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, unbiased professional analysis, opinions and conclusions.
3. I have no present or prospective interest in the property appraised that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have not performed any services as an appraiser or in any other capacity regarding the property that is the subject of this report within the three-year (3-year) period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice* (USPAP), and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
10. Kendall S. Mitchell, MAI has made a personal inspection of the property that is the subject of this report.
11. No other individuals provided professional assistance to the signing appraiser(s).
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. I have complied with the Appraisal Standards of USPAP and the Appraisal Institute in conducting the research and analysis, and in formulating the value conclusion(s) contained in this report.
14. The Ethics Rule of the Uniform Standards shall be enforced solely by enforcement of the Code of Professional Ethics under the existing enforcement procedures of the Appraisal Institute.
15. As of the date of this report, Kendall S. Mitchell, MAI is licensed by the State of Utah, Department of Commerce, Division of Real Estate. Under the state's licensing regulations, Kendall S. Mitchell, MAI is a Certified General Appraiser and his license has not been revoked, suspended, canceled, or restricted.
16. The undersigned hereby acknowledge that I/we have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraiser's statements of qualifications found in the addenda of this report.
17. As of the date of this report, Kendall S. Mitchell, MAI has completed the continuing education requirements for Designated Members of the Appraisal Institute.

October 25, 2021

Date Signed



Kendall S. Mitchell, MAI

Utah State Certified General Appraiser Certificate #5499685-CG00, Expires 04-30-22
---



## Summary of Salient Facts and Conclusions

<b>TYPE OF PROPERTY APPRAISED:</b>	A ±4.09 acre industrial lot.
<b>ADDRESS:</b>	2270 South 600 West, South Salt Lake City, Utah.
<b>PURPOSE OF THE APPRAISAL:</b>	To estimate market value of the property, as of the specified date of valuation, for the proposed sale/transfer of the property rights specified.
<b>PROPERTY RIGHTS APPRAISED:</b>	Fee simple
<b>OWNER OF RECORD:</b>	Utah Department of Transportation
<b>COUNTY PARCEL NUMBER(S):</b>	15-24-151-015
<b>SITE/IMPROVEMENT SUMMARY (BEFORE):</b>	
<b>Gross Land Size:</b>	±177,986 square feet, or 4.086 acres
<b>Area within Existing R/W:</b>	None reported
<b>Land Size: (Net of Existing R/W)</b>	±177,986 square feet, or 4.086 acres
<b>Zoning:</b>	Flex (light industrial/commercial)
<b>Master Plan:</b>	For rail serviced commercial uses
<b>Improvements:</b>	There are no vertical improvements present.
<b>HIGHEST AND BEST USE (BEFORE):</b>	
<b>As Vacant</b>	For light industrial development
<b>As Improved</b>	N/A – The subject is vacant land only.
<b>PROJECT No./ PIN No.:</b>	IR-15-7(185)308 / 990010
<b>DESCRIPTION OF ACQUISITION(S):</b>	A 0.248 acre quit claim deed.
<b>AREA OF ACQUISITION(S):</b>	
<b>Quit Claim (351:3Q)</b>	10,789 square feet, or 0.248 acre

## Summary of Salient Facts and Conclusions (Continued)

### SITE/IMPROVEMENT SUMMARY (AFTER):

**Land Size:**

±167,197 square feet, or 3.838 acres

**Improvements:**

N/A – There are no vertical improvements present.

### HIGHEST AND BEST USE (AFTER):

**As Vacant**

For light industrial development.

**As Improved**

N/A – Vacant land only.

### CONCLUDED MARKET VALUES

A) Market Value of the Whole:	\$ 1,512,881
B) Value of the Acquisition(s):	\$ 91,707
C) Value of the Remainder as part of the Whole:	\$ 1,421,175
D) Value of the Remainder after the Acquisition:	\$ 1,421,175
E) Value of Damages/Cost To Cure:	\$ 0
F) Special Benefits	<u>\$ 0</u>
<b>G) Summary of Total Award</b>	
Partial Fee Acquisition =	\$ 91,707
Perpetual Easement =	\$ 0
Site Improvements Acquired =	\$ 0
Cost to Cure =	\$ 0
Damages to Remainder =	<u>\$ 0</u>
Total Award =	\$ 91,707
<b>Rounded to =</b>	<b>\$ 91,800</b>

### DATE OF VALUATION:

**“As Is”**

October 18, 2021

### DATE OF THE REPORT:

October 25, 2021



**VAN DRIMMELEN & ASSOCIATES**

## Subject Photographs







***Larger Parcel Looking Westerly from East Border***



***Larger Parcel Looking North Along East Border***



***Quit Claim Area Looking South from Center***



***South Portion of Quit Claim Area***





***Quit Claim Area Looking North from Center***



***Quit Claim Area Looking North from South Border***



***Street Scene: 600 West Looking North***



***Street Scene: 600 West Looking South***



## Introduction

**CLIENT:** Utah Department of Transportation  
 Attn: Mr. Mike Timothy  
 Surplus Land Coordinator  
 Right-of-Way Division  
 4501 South 2700 West, Fourth Floor  
 Salt Lake City, UT 84114-8420

**APPRAISERS:** Kendall S. Mitchell, MAI  
 Certified General Appraiser  
 Van Drimmelen & Associates, Inc.  
 774 East 2100 South  
 Salt Lake City, Utah 84106

**SUBJECT:** A 0.248 acre quit claim deed within a larger parcel containing 4.086 acres identified as Salt Lake County Assessor's Parcel Number 15-24-151-015.

## Scope of Work

The purpose of the appraisal is to estimate market value of the property, as of the specified date of valuation, for the proposed sale/transfer of the property rights specified. The property is vacant land only with no vertical improvements present. All market value conclusion(s) outlined herein represent land values only. It is important to note that the area of quit claim deed is outside the existing fenceline for the defined larger parcel and is already effectively being used by SSLC. There are numerous site improvement items within the quit claim deed area, including trees, grass, dog runs, lateral fencing, parking lot improvements, etc. These site improvements are within the defined larger parcel under UDOT ownership but were installed and are being maintained by SSLC. As per the specific instruction of the client, all site, landscaping and other improvements within the quit claim deed are excluded from consideration and no compensation or other consideration is included for these items in the appraised value(s) outlined herein.

In preparing this appraisal, the following steps were taken:

- Inspected the subject neighborhood, and vertical improvements, site and site improvements;

- Researched and analyzed the physical characteristics of the subject to determine physically possible uses;
- Researched and analyzed zoning, general plan and legally permissible uses;
- Reviewed and analyzed the location of the subject, growth trends, and supply and demand factors to determine financially feasible uses for the subject;
- Analyzed the maximally productive use of the subject and made a determination of highest and best use;
- Gathered information on comparable land sales as well as any applicable site improvement and/or cost to cure costs;
- Confirmed and analyzed the data and applied the Sales Comparison Approach in estimating land value before the acquisition (value as a whole as a total acquisition);
- Reconciled the value of the proposed quit claim; and
- Examined potential severance damage to the remainder, special benefits, and cost to cure if applicable.

The market value estimate of the land for the appraised property is based on the traditional approach to land value, namely the Sales Comparison approach. The Cost Approach is not an applicable approach for the valuation of vacant land and insufficient land lease data is available for the development of the Income Approach. Therefore, these two approaches are not applicable and the Income and/or Cost Approaches have not been completed herein. Items considered furniture, fixtures, and equipment (FF&E), and/or personal property are expressly excluded from the scope of the appraisal, and have not been appraised.

To formulate the opinion of value the appraiser performed an appraisal as defined by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.<sup>1</sup> The report has been prepared in compliance with reporting requirements established by USPAP, Federal Regulations, and UDOT appraisal guidelines. This Appraisal Report is a summary recapitulation of the appraiser's data, analyses and conclusions. Supporting documentation is retained in the appraiser's file. No individuals not named in the report provided significant professional assistance to the signing appraiser(s).

---

<sup>1</sup> Uniform Standards of Professional Appraisal Practice, Appraisal Foundation, 2020-2021 Edition.

## Purpose of the Appraisal, Property Rights Appraised, Effective Date(s) and Definitions

**PURPOSE OF THE APPRAISAL:** The purpose of this appraisal is to estimate market value of the property, as of the specified date of valuation, for the proposed sale/transfer of the property rights specified as of the effective valuation date. The definition of fair market value as defined by Utah State Code is used for analysis purposes and is defined below.

- Definition of Fair Market Value

*“Fair market value means the amount at which property would change hands between a willing buyer and seller, neither being under compulsion to buy or sell and both having reasonable knowledge of the facts.”<sup>2</sup>*

As this appraisal assignment involves an acquisition of the “bundle of rights” associated with the larger parcel, an opinion of the market value of the subject property was developed as a whole property before the acquisition and the market value of the remaining property after the acquisition. The “State Rule” is applied in determining the value of the remainder by deducting the value of the acquisition(s), including any site improvements acquired and/or impacted, from the value of the whole before the acquisition.

**DEFINED CLIENT/INTENDED USERS:** The defined client is Utah Department of Transportation and their agents and/or assignees. No other intended users are named or implied.

It is acknowledged that the client may provide South Salt Lake City officials with a copy of the report for courtesy review purposes only. SSLC is not the client nor an intended user. Use of this appraisal by the property owners or any other persons not named in the report for mortgage lending/collateral, refinancing, selling/listing, internal partnership

---

<sup>2</sup> Utah Code Title 59-2-102(13).

allocation or pending contract renegotiation purposes is strictly prohibited, as defined by State and Federal law. This appraisal report cannot be re-addressed to or relied upon by other parties not named as the defined client(s) herein.

**INTENDED USE OF THE REPORT:** The intended use of this report is to assist the client and intended users in the sale/transfer of the quit claim deed through negotiation proceedings incident to the expansion of SSLC facilities.

**PROPERTY RIGHTS/INTEREST(S) APPRAISED:** Fee simple

**PERSONAL PROPERTY, FIXTURES, AND INTANGIBLE ITEMS:** No personal property, equipment, detached fixtures, or intangible items are included in the appraised values.

**EFFECTIVE DATE(S) OF VALUATION:** The property was last inspected on October 18, 2021, which is the effective valuation date for the subject "As Is". The date of the report is October 25, 2021.

**SUBJECT STATUS APPRAISED:** As per the client's request, the subject is valued in its "as is" condition as of the date of inspection. This and other pertinent definitions that may be used in the report are defined below.

#### **DEFINITIONS:**

- Definition of Value "As Is"

*The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.<sup>3</sup>*

- DEFINITION OF LARGER PARCEL

*The larger parcel is defined as that tract, or those tracts, of land, which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of*

---

<sup>3</sup> The Dictionary of Real Estate Appraisal, (Sixth Edition) The Appraisal Institute, Chicago, Illinois, 2015.

*consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.*<sup>4</sup>

- DEFINITION OF HIGHEST AND BEST USE

*“The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonable near future....”*<sup>5</sup>

- DEFINITION OF EXTRAORDINARY ASSUMPTION

*An assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.*

*Comment: Uncertain information might include physical, legal or economic characteristics of the subject property, or conditions external to the property, such as market conditions or trends, or the integrity of data used in the analysis.*<sup>6</sup>

- DEFINITION OF HYPOTHETICAL CONDITION

*A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.*

*Comment: Hypothetical conditions are contrary to known facts about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of the data used in the analysis.*<sup>7</sup>

- DEFINITION OF JURISDICTIONAL EXCEPTION

*An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with part of USPAP.*<sup>8</sup>

## Factual Data – Before Acquisition

### **IDENTIFICATION OF PROPERTY:**

---

4 Definition of Larger Parcel; Uniform Standards for Federal Land Acquisitions; 3<sup>rd</sup> Edition, 2000.

5 Uniform Standards for Federal Land Acquisitions; 3<sup>rd</sup> Edition, 2000.

6 Uniform Standards of Professional Appraisal Practice (USPAP); The Appraisal Foundation, 2020-2021 Edition

7 Uniform Standards of Professional Appraisal Practice (USPAP); The Appraisal Foundation, 2020-2021 Edition

8 Uniform Standards of Professional Appraisal Practice (USPAP); The Appraisal Foundation, 2020-2021 Edition

ADDRESS: 2270 South 600 West, South Salt Lake City, Utah

LOCATION: West side of 600 West at 2270 South.

PARCEL NUMBER(S): 15-24-151-015

OWNER(S) OF RECORD: Utah Department of Transportation

LEGAL DESCRIPTION: The legal description used in this report was obtained from instruments prepared by UDOT. Additionally, a legal description was obtained from the Salt Lake County Recorder's Office. For purposes of this analysis, the legal description and resulting land size outlined on the UDOT documents is relied upon herein. No responsibility is assumed for any inaccuracies that may exist. A copy of both legal descriptions are contained in the addendum of this report. Review of an A.L.T.A. Survey for the subject property is recommended.

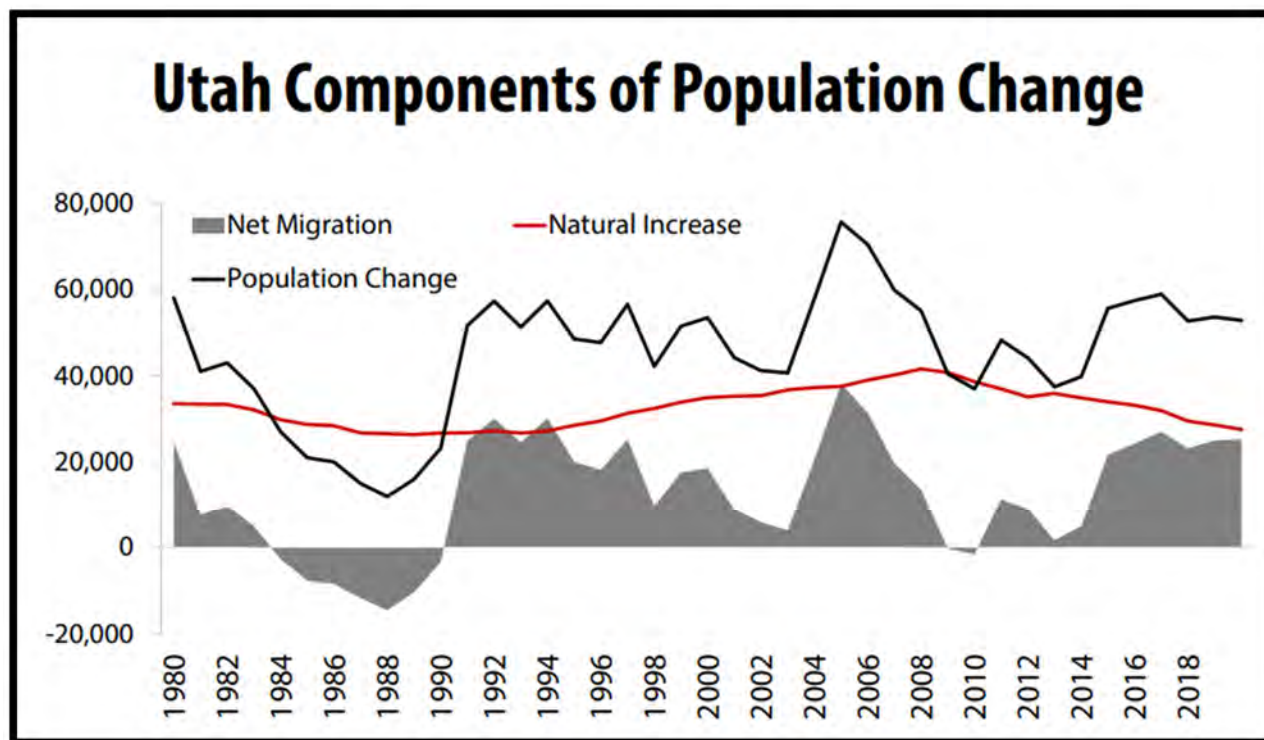
## **SUMMARY OF AREA INFORMATION**

There are social, economic, governmental, and environmental forces, which influence the value and marketability of the subject of this of this report. The main focus of this section of the analysis is in regard to the overall economic condition of the state of Utah and the Wasatch Front, including population trends/demographics; employment; wages, taxable sales; construction and tourism. A more specific analysis of the subject neighborhood of South Salt Lake City and surrounding communities in Salt Lake County will follow in the summary of neighborhood information section.

- **Population Trends/Demographics:**

*The 2021 Economic Report to the Governor (ERG)* states that Utah's population grew by 52,829 persons and reached 3,273,000 by July 1, 2020, according to preliminary estimates prepared by the Utah Population Committee (UPC). This indicates an annual growth rate of 1.64%, slightly below the previous year's growth of 1.69%. Net migration (in-migration minus out-migration) increased slightly in 2019, contributing 24,987 new residents or 47 percent of growth. Natural increase declined slightly from 2018 and still contributed more than half of the new growth (53 percent or 28,609 persons). Natural increase remains the mainstay of population growth.

This moderated growth translates to an increase of 509,000 new Utahns since 2010. Census Bureau estimates indicate that Utah was the fastest growing state in the nation throughout the decade at 17.6%. Since 2010, net migration (in-migration minus out-migration) contributed 35% of Utah's population growth. This year marked the largest influence of net migration in year-over-year growth, contributing 48%. While natural increase remains the larger contributor to statewide growth, contributing 27,573 persons, which is over half (52%), it has been declining throughout the decade.



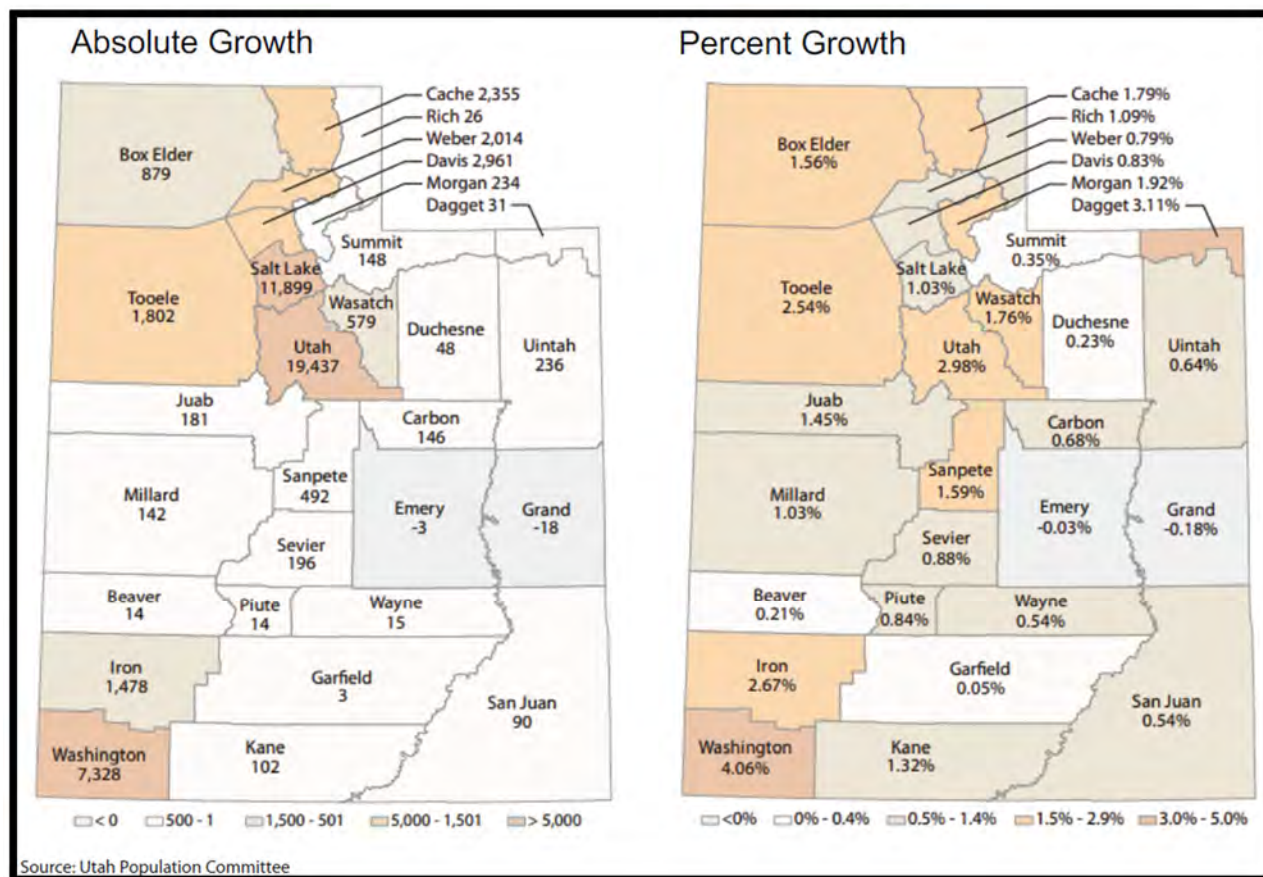
Several counties experienced significant growth between July 1, 2019 and 2020, according to the UPC estimates. Washington County experienced the highest population percentage increase for the second year in a row at 4.06% (7,328 residents). Utah County had the highest numeric growth, with the addition of an estimated 19,437 residents. Over two-thirds of statewide growth was in Wasatch Front counties.

Net migration drives population increase in the high growth counties. Historically, natural increase has been the primary source of Utah County's growth, but this is changing. For the second time this decade net migration exceeded natural increase.

Two counties have estimated population loss between 2019 and 2020: Emery and Grand counties. Both counties have a positive natural increase, which indicates the annual population decline is due to more people migrating out of, rather than into, the counties.

#### Utah Population Growth by County: 2019–2020





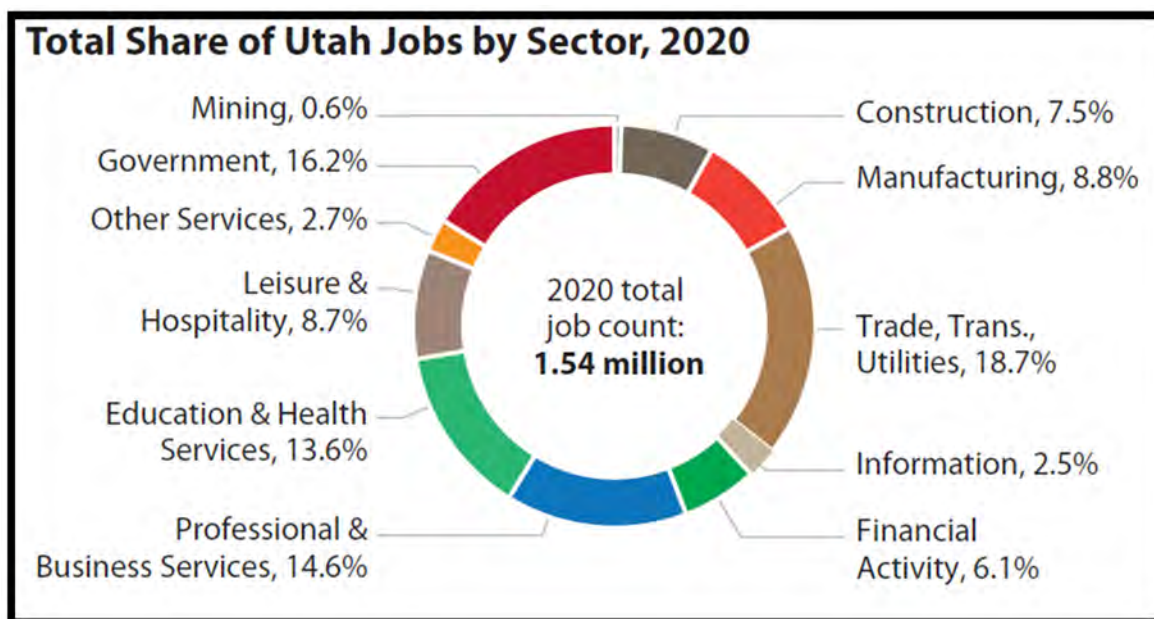
The 2021 Economic Report to the Governor (ERG) projects that the population will continue to grow at a moderate pace to reach 3,324,500 by July 1, 2021. While both components of change should remain positive, projections indicate the absolute contributions to overall growth to decrease slightly from last year. Natural increase (births minus deaths) will remain slightly more dominant than net migration, contributing 26,500 people to Utah's population. Net migration will continue to be a stable force, contributing 25,000. The 2020 Census apportionment data, scheduled for release early 2021, will provide a new baseline to inform analysis of the 2020 decade.

- **Employment:**

According to the 2021 ERG, Utah's decade long expansion, the longest on record, ended in 2020 with the emergence of COVID-19. The public health crisis presented the greatest challenge to the Utah economy since the Great Recession. In the early spring, the

forecast for 2020 was bleak as the unemployment rate in April climbed to roughly 10%. But as the year unfolded, the resiliency of the Utah economy was on full display. By November, Utah's year-over employment was down only 0.2%, the smallest employment decline of any state, and the unemployment rate had dropped to 4.3%. Nationwide employment was down by 6.0%, and the unemployment rate was at 6.7%.

Although the job market in Utah has fared better than in any other state, not all industries escaped the impact of COVID-19. Tourism has been hard hit, with national park visits down 32%. Bryce Canyon suffered the worst decline with a drop of 32% in visitations. Third-quarter data for accommodations services (hotels and motels) show a drop of 22% in lodging. Restaurants and fast food establishments have also been hurt, but the impact appears to be less than expected. Take-out and delivery have given some buffer to sit-down restaurants. Retail sales activity overall has been surprisingly strong.



Source: U.S. Bureau of Labor Statistics and Kem C. Gardner Policy Institute

As the new vaccine is distributed to more people, Utah's 2021 economy should be free to work towards its regular aggressive functionality. However, employment measures throughout much of the year will be compared against the deep trough of 2020 and are therefore unnaturally overstated.

The ERG 2021 report projects that the labor market should continue to improve in 2021 but will not return to full employment. With only one year of job growth occurring (2021) instead of two (2020 and 2021), Utah's natural yearly labor force expansion will not be adequately absorbed. This should keep Utah's 2021 unemployment rate somewhat elevated around 4.0%.

- **Personal Income:**

Utah's total personal income in 2020 was an estimated \$170.7 billion, an 8.8% increase from \$156.9 billion in 2019. Utah's estimated 2020 per capita income was \$52,533, up 7.3% from \$48,939 in 2019. Thanks to copious federal aid, both measures of estimated personal income growth in Utah were well above their 2019 levels. Nationally, total personal income grew by 7.4% in 2020 and per capita personal income grew by 6.6%. Utah's 2019 estimated total personal income growth and per capita personal income growth were both higher than the national average.

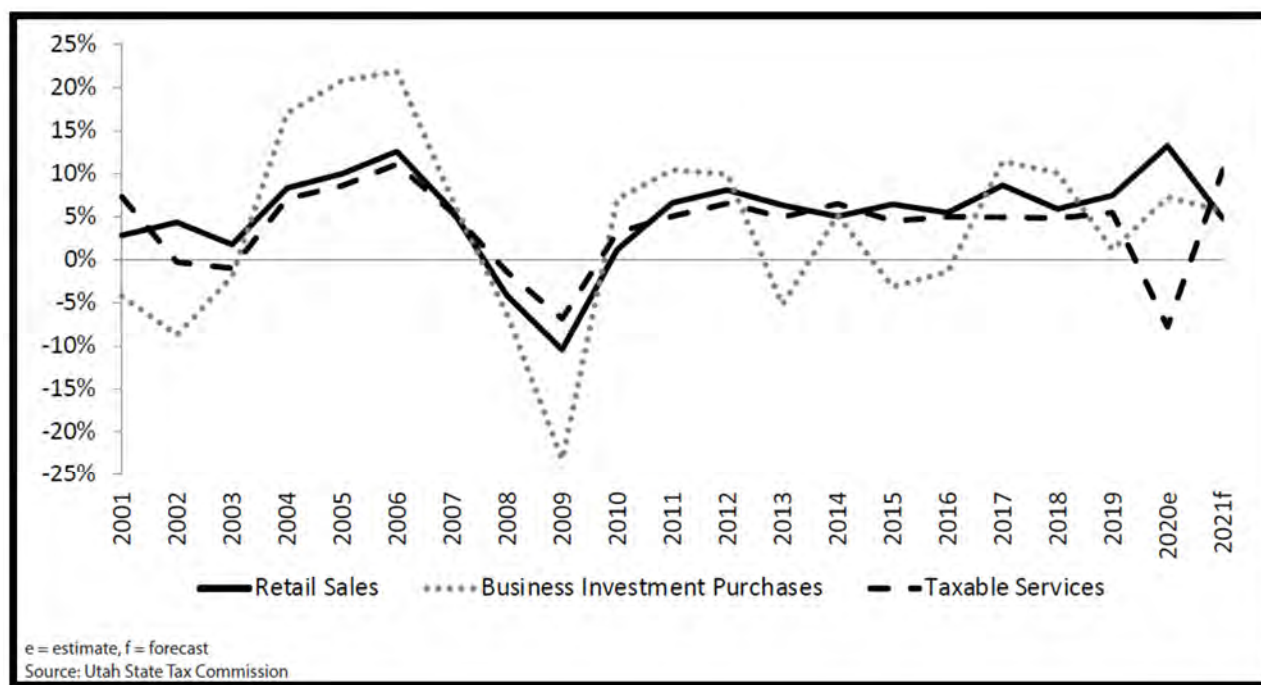
The ERG 2021 indicates that in contrast to the national level, Utah looks likely to continue personal income growth in 2021, albeit at a slower pace. Utah already had one of the fastest personal income growth rates in the nation in 2019 and the nearly full recovery of the Utah labor market is likely to contribute to the growth in personal income regardless of federal aid. However, it is possible that economic headwinds could prove too great and result in a slight decline in 2021. Given Utah's nearly full employment level, this seems unlikely.

Personal income growth is likely to vary significantly among Utah industries. Those that experienced negative impacts and employment losses in 2020, such as leisure and hospitality, are likely to remain constrained in 2021 without further stimulus. Other relatively unimpacted industries, such as construction, are likely to experience stronger growth in 2021.

- **Taxable Sales:**

*The 2021 Economic Report to the Governor (ERG)* indicates that the pandemic and recession of 2020 significantly impacted Utah taxable sales, which are comprised of sales and purchases subject to sales and use tax. Although growth in total taxable sales in 2020 was similar to past year (increasing by an estimated 5.8% over the prior year to \$72.9 billion), there was significant variation in performance of the various sectors. Taxable services declined by an estimated 7.8% in 2020. This decline is attributed to a decrease in consumer spending in industries such as accommodation, recreation, entertainment, and food services where social distancing is more difficult. Conversely, retail sales increased by an estimated 13.3% in 2020. This sector benefited as consumers increased online spending as well as spending in certain segments such as grocery and home improvement. Retail sales also benefited significantly from recent legislation which required marketplace facilitators to begin collecting sales tax on facilitated transactions. Business investment purchases also performed well in 2020, growing by an estimated 7.3%. Conversely, all other sales, which only comprise a small portion of taxable sales, declined by an estimated 6.4%.

### Annual Percent Change in Utah Taxable Sales by Component



Despite a tumultuous 2020, progress in the fight against COVID-19, a relatively strong labor market, and strong consumer spending is forecast to drive solid growth in Utah's taxable sales in the coming year. Total taxable sales are forecast to increase by 6.3% to \$77.5 billion in 2021. The potential impact of a vaccine points to the beginning of a recovery for the taxable services sector which is forecast to increase by 10.5% in 2021. A labor market that is one of the strongest in the nation and continued growth in consumer spending are forecast to drive another year of growth in retail sales and business investment which are forecast to increase by 4.9% and 5.7%, respectively.

Although solid growth is forecast in 2021, significant uncertainty due to the COVID-19 pandemic presents a risk to the forecast. Any changes in the course of the pandemic, such as an acceleration in cases or a setback in the progress for an effective vaccine, has the potential to impact Utah taxable sales by altering the speed of the economic recovery for impacted industries. Other conditions with the potential to impact 2021 taxable sales are also primarily external in nature. These conditions include, but are not limited to, monetary and tax policy decisions, national political climate, commodity prices, and geopolitical instability. Any significant changes in these and other economic or

political conditions could result in changes to employment, disposable income, and consumer confidence, which will in turn affect Utah taxable sales.

### **Real Estate and Construction:**

- ***Residential Construction***

In 2020, the value of permit-authorized construction in Utah was \$10.3 billion, the highest year ever, in both current and inflation-adjusted dollars. The previous peak was in 2019, with a total value of \$9.8 billion. Construction value includes the value of permit-authorized residential and nonresidential construction and the construction value of additions, alterations, and repairs to existing structures. Permit-authorized construction does not include most public construction, such as roads, highways, prisons, and schools.

The value of permit-authorized construction in Utah in 2021 is forecast at \$9.65 billion, a decline of 6.4% from 2020. The number of residential units is forecast at 30,000 units, down slightly from the 30,745 in 2020. The small decline is due to an expected lower level of apartment permit activity. The value of residential construction will hold steady at around \$6.1 billion, while the value of nonresidential construction and additions, alterations, and repairs will likely see modest declines. Nonresidential construction value is forecast at \$2.0 billion, a drop of over \$300 million from 2020. Additions, alterations, and repairs value is forecast at \$1.5 billion, a decline of \$150 million.

- ***Nonresidential Construction***

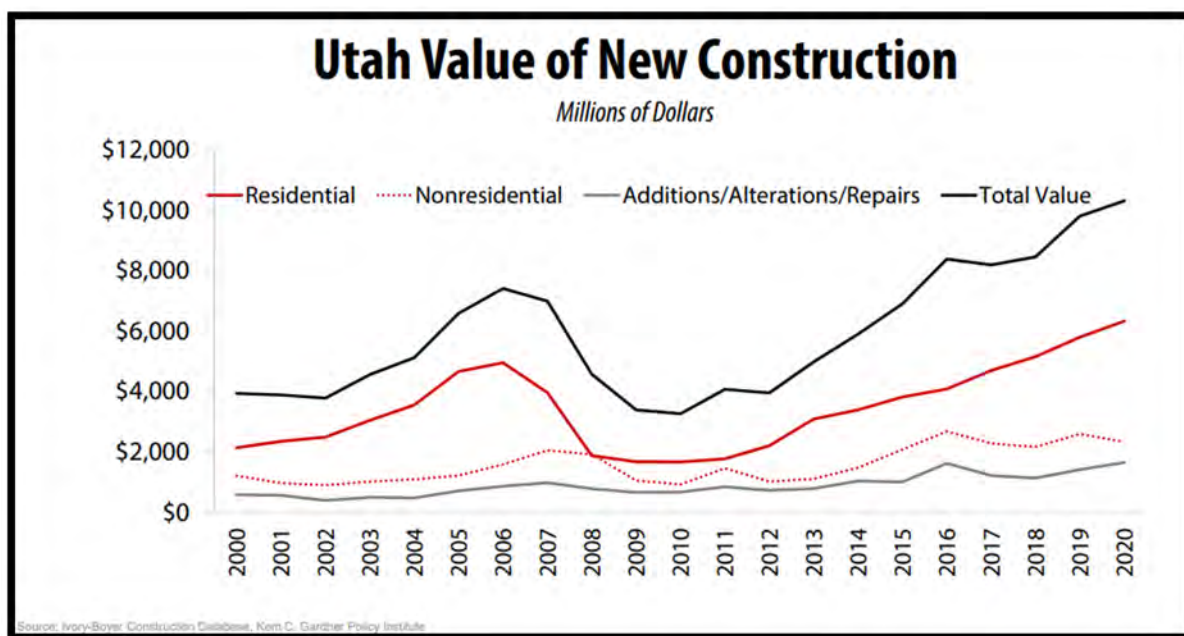
A year that began with optimism quickly changed as the global health pandemic ended a decade of economic growth. Job loss acceleration in the second quarter brought uncertainty to the nonresidential, commercial real estate market. With the implementation of business and commerce restrictions, office-using employment shifted to working from home, retailers closed with many shifting to online commerce, and hotel rooms sat empty. However, demand for industrial and warehouse space grew, driven by an increased



demand for online, retail distribution space. The loss of nearly 22,000 jobs led to a 10.1% decrease in permitted construction value in 2020. The value of Utah's 2020 permit-authorized nonresidential construction is estimated at \$2.3 billion. Approximately 83.0% of total nonresidential construction activity occurred in Salt Lake, Utah, and Davis counties, respectively.

The 2021 forecast for the value of permit-authorized nonresidential construction in Utah is \$2.0 billion, a 14.3% decrease from 2020. While the labor market will continue to recover next year, it will not be a full recovery. The job losses of 2020 will likely lead to an increase in vacant space. As the job market recovers in 2021, this empty space will need to be reabsorbed before new space is built.

The 2021 value of permit-authorized nonresidential construction is forecast to decline by 13.1% in the office-bank-professional sector; decline by 18.1% in the retail-mercantile-restaurant sector; and decline by 7.1% in the industrial-warehouse-manufacturing sector.

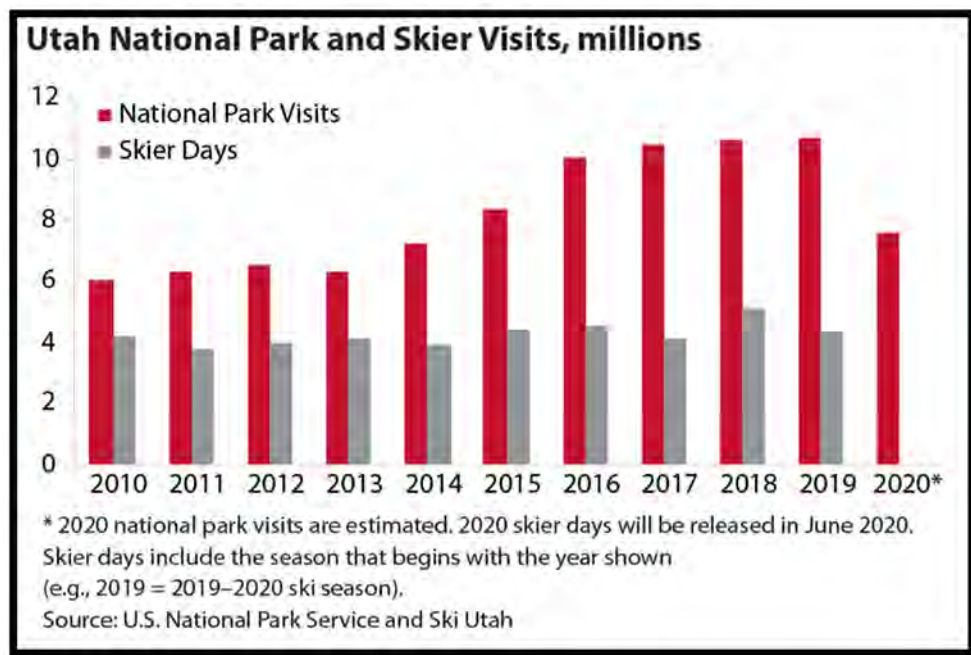


- **Tourism:**

The COVID-19 pandemic upended Utah's travel and tourism economy in 2020. As the virus surfaced in the U.S. in February, travel restrictions, flight cancellations, stay-at-home orders, and service-oriented business closures directly impacted visitor spending, tourism-related jobs, and visitation trends.

Year-to-date travel-related sales tax revenues, such as transient room, restaurant, and motor vehicle leasing taxes, were trending 26.0-35.0% lower than 2019 revenues. During the first three quarters of 2020, 22 of Utah's 29 counties experienced year over declines in county transient room tax revenue. Additionally, total taxable sales in the leisure and hospitality sector decreased 16.6% during the first three quarters of 2020. Year-over-year retail sales, however, including gas, groceries, and miscellaneous sales, were up 5.0-16.0%, reflecting a pandemic-influenced shift from public transportation, dining out, and service purchases, to auto travel, grocery shopping, and goods purchases.

During the pandemic, Utah state park visitation fared better than national park visitation due in part to spring national park closures, which diverted visitors to Utah's open state parks. State parks also benefited from outdoor recreation's growing popularity as a safe and socially-distanced activity. From January to August 2020, Utah state parks experienced a 25.6% year-over-year increase in visitation, while national parks visitation was down 43.4%.



Domestic and international travel are anticipated to rebound in 2021. Travel experts predict a 20.0% year-over increase in U.S. domestic person-trips and a 73.0% increase in international arrivals, with leisure travel rebounding more quickly than business travel. Auto travel will remain the preferred transportation mode with a forecast 19.0% year-over increase after a year of being down 26.0%. Air travel is predicted to rebound 16.0% after a year-over decline of more than 60.0%. Of course, increased 2021 travel in depends largely on the production and widespread distribution of accessible and effective COVID-19 vaccines.

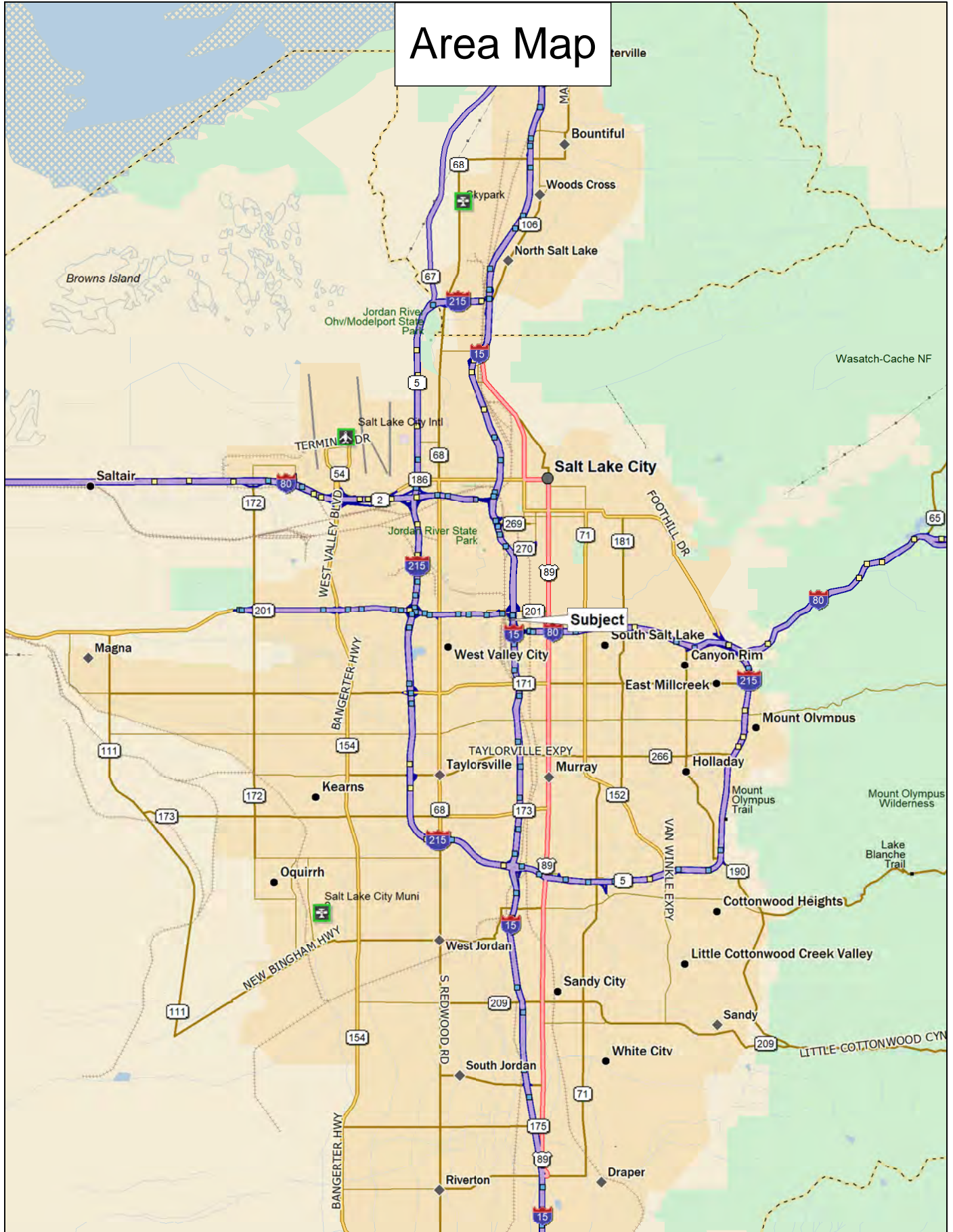
- **Conclusion and Outlook:**

Utah's decade long expansion, the longest on record, ended in 2020 with the emergence of COVID-19. The public health crisis presented the greatest challenge to the Utah economy since the Great Recession. In the early spring, the forecast for 2020 was bleak as the unemployment rate in April climbed to roughly 10%. But as the year unfolded, the resiliency of the Utah economy was on full display. By November, Utah's year-over employment was down only 0.2%, one of the smallest employment declines of any state, and the unemployment rate had dropped to 4.3%. Nationwide employment was down by 6.0%, and the unemployment rate was 6.7%.

While the public health crisis has been tragic, the impact of the pandemic on the Utah economy has been much milder than initially expected. A strong recovery is forecast for 2021, with employment increasing by 58,000 jobs, which would be the largest single-year increase in employment in Utah's history. Because of Utah's diverse mix of industries, the state economy is expected to weather economic fluctuations better than the national economy with industries such as construction, durable manufacturing, retail, and finance representing a slightly heavier footprint in Utah than in the national landscape.

According to the 2021 ERG report, Utah's potential for continued growth is sustainable given that Utah continues to lead the nation as the most diverse economy with a Hachman Economic Diversity Index score of 97.3 (up from 96.9 in 2018 and 97.1 in 2019) ahead of Missouri (96.7) and Georgia (96.7). Despite Utah's mid-sized economy (31<sup>st</sup> largest), its industrial composition is more diverse than even the largest states. Utah continues to attract organizations from across the country and globe with growth only tempered by uncertainty in the macroeconomy.

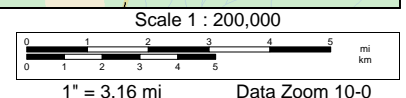
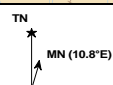
# Area Map



Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2015.

www.delorme.com



## NEIGHBORHOOD DESCRIPTION

Neighborhood characteristics impact the value of real estate. Therefore, an overview of the subject neighborhood is presented below.

### **Proximity**

The subject is on the west side of 600 West at 2270 South in Salt Lake County and is within the jurisdiction of South Salt Lake City. Salt Lake City is north South Salt Lake City, with Murray and Taylorsville to the south, Millcreek and Holladay to the east and West Valley City to the west. The subject neighborhood is ±4-6 miles southwest of Salt Lake City's central business district (CBD).

### **Boundaries and Accessibility**

The boundaries of the neighborhood are best delineated by the existing boundaries of South Salt Lake City as well as the abutting portions of the communities previously named. The cities and County provide all major services and control development within their respective borders.

Interstate 15 is the major north-south freeway for the state and provides linkage to all the major population areas along the Wasatch Front. I-15 runs through the center of South Salt Lake City with interchanges located at 3300 South, 3900 South and 4500 South. I-80 is an interstate that connects to I-15 and runs through the northeast portions of South Salt Lake City with interchanges located at State Street and 700 East. I-215 is a "loop" interstate that circumnavigates the northern Salt Lake Valley and I-215 is west of South Salt Lake City. SR-201 is a major east/west traffic artery through the northwest quadrant of the Salt Lake Valley and SR-201 comprises the northwest border of South Salt Lake City limits.

Other major traffic arteries within South Salt Lake City itself include SR-201/2100 South, 500 East, 2700 South, 3300 South, 3900 South, State Street/US-89, 700 East, 300 West, 900 West and 500 West. All roads are publicly maintained. The streets are either asphalt



or concrete paved and generally kept in good condition. Overall, the accessibility of the neighborhood is rated as average.

### **Jurisdiction**

The neighborhood is within the jurisdiction of South Salt Lake City and the other surrounding municipalities previously named, as well as Salt Lake County. The cities and county within the neighborhood provide all major services and control development within their respective borders.

### **Land Use Characteristics**

Development within the defined boundaries comprises a mixture of residential, agricultural, commercial, industrial and retail uses. Commercial uses are primarily located along major roadways previously mentioned and interstate/interchange frontage. Residential uses are interspersed throughout the subject neighborhood, primarily along secondary transportation routes. Residential developments are comprised mainly of multi-family units, including condominiums and apartments. Some single-family uses are present on secondary roadways. Agricultural uses are primarily located near the peripheries of development.

The subject property is on the west side of 600 West at 2270 South. 3300 South and 3900 South are primary commercial corridors in the area and are well developed with a variety of commercial establishments, including retail sales, gas station/c-stores, restaurants, fast food, office, service-oriented, theaters and other similar uses. 600 West is near the “spaghetti bowl” area of the Salt Lake Valley where multiple interstates and state roads intersect. No traffic counts are available for 600 West and all development along 600 West is primarily light industrial in nature and 600 West is a major industrial corridor in the area. There is a large Union Pacific facility and numerous tracks adjacent to the west.

There are some tracts of vacant land suitable for development remaining in the immediate subject neighborhood but land is being rapidly absorbed and developed due to the

centralized location in the Salt Lake Valley and reasonable commuting distance to Salt Lake City and other Wasatch Front metro areas. Overall, the neighborhood is approximately 85-90% developed.

### **Adjacent Properties**

Adjacent properties are generally compatible with the subject as follows:

<b>North</b>	Vacant land & interchange for I-80/I-15/SR-201
<b>South</b>	Industrial development
<b>East</b>	SSLC owned property/600 West ROW
<b>West</b>	Union Pacific lines/Industrial development

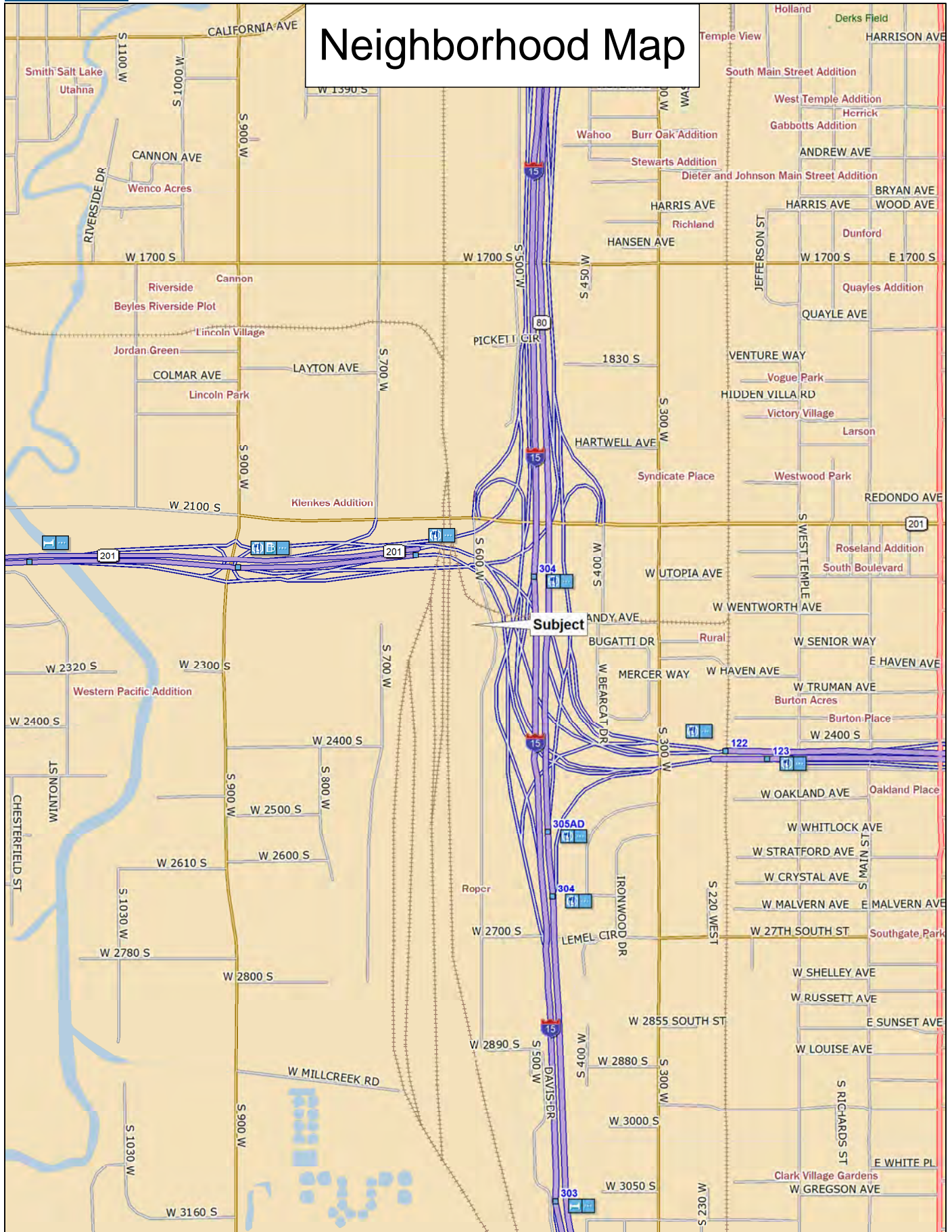
### **Influences**

Positive influences stem primarily from the relative strong growth of the Wasatch Front area in general with respect to strong job formation and population growth over the past several years and projections for continued population growth in the state. Other positive influences include the relatively stable demand in the real estate market sector. In general, market conditions and real estate activity has been consistently strong over the last 5-8 years. Other than uncertainty surrounding pandemic conditions and the effect on real estate, there are no major negative influences in the subject neighborhood.

### **Conclusion**

In summary, the subject is located within the incorporated city limits of South Salt Lake City limits along a mainly light industrial/secondary commercial corridor near the I-15/I-80/SR-201 interchanges. Linkages/access into the immediate area are rated as good, and proximity to commercial support services is rated as average. The long-term outlook is for a relatively stable growth pattern with stabilizing/improving property values.

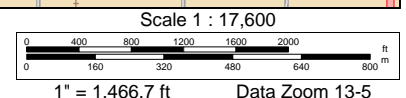
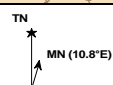
# Neighborhood Map



Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2015.

www.delorme.com



## Larger Parcel Determination

In typical right-of-way appraisal assignments, it is necessary to determine and clearly define the larger parcel of which the acquisition(s)/easement(s) are a part. The definition of larger parcel as per the Dictionary of Real Estate Appraisal, sixth edition (2015) is as follows:

- Larger Parcel

- 1. In condemnation, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use.*
- 2. In condemnation, the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages in most states. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.*

The three main tests in determination of the larger parcel include contiguity, unity of ownership, and unity of use (highest and best use). In the case of the subject, the proposed quit claim deed is wholly contained within Salt Lake County parcel number(s) 15-24-151-015. No other abutting parcels that would share in unity of ownership and unity of use are apparent.

As such, the defined larger parcel consists of all of Salt Lake County parcel number(s) 15-24-151-015 under the recorded ownership of Utah Department of Transportation. The appraised property contains ±177,986 square feet, or 4.086 acres and is adequately sized and shaped to facilitate stand alone development. Please refer to the highest and best use, plat map and zoning map contained herein for further clarification.





## Description of Larger Parcel

The larger parcel as described herein represents a  $\pm 4.09$  acre industrial lot. Review of an A.L.T.A. Survey of the subject property is recommended.

### General Site Data:

<i>-Land Area</i>	$\pm 177,986$ square feet, or 4.086 acres
<i>-County Parcel No(s).</i>	15-24-151-015
<i>-Street Orientation</i>	Interior parcel.
<i>-Shape</i>	Irregular.
<i>-Frontage</i>	$\pm 320$ linear feet on 600 West.
<i>-Access</i>	Via 600 West.
<i>-Depth</i>	Maximum depth is $\pm 475$ linear feet in an east/west direction through the center.
<i>-Topography</i>	Level. The site is generally at street grade with 600 West.
<i>-Drainage</i>	Natural drainage appears westerly.
<i>-Soil</i>	Soil studies have not been made available to the appraiser. Soil stability is assumed to be adequate for slab on grade construction. Review of a geo-technical investigation prepared by a qualified engineer/firm is recommended.



- Wetland Areas* A GIS aerial overlay and wetland study indicating the existence of wetlands was not provided. Determination of wetlands is well beyond my area of expertise. No obvious signs of wetlands or other wet areas were readily observable within the subject during the property inspection. This analysis assumes that there are no wetland areas contained within the subject. Review of a wetlands investigation by a qualified firm is recommended.
- Adjacent Properties* Adjacent properties are as follows:
- |               |  |
|---------------|--|
| <i>North:</i> | Vacant land & interchange for I-80/I-15/SR-201 |
| <i>South:</i> | Industrial development                         |
| <i>East:</i>  | SSLC owned property/600 West ROW               |
| <i>West:</i>  | Union Pacific lines/Industrial development     |
- Street Improvements* 600 West is a two-lane (one-lane per direction of travel) asphalt paved roadway. There is not a center turn lane. The frontage of the subject is improved with curb and gutter, but no sidewalk.
- Traffic Counts* Traffic counts for 600 West are not available as per the most recent 2019 UDOT traffic study.
- Utilities* Utilities are provided to the immediate subject area and/or site and are adequate to support development.
- Abutting Rights-of-Way* 600 West Street.
- Easements, Restrictions and Encroachments* A title policy was not provided for review in conjunction with this report. No unusual easements, restrictions, and/or encroachments are indicated in the legal description for the

subject parcel. No other unusual encumbrances or encroachments were noted during inspection. It is assumed that typical public utility, street, and drainage easements and/or any other undisclosed easements and/or rights-of-way would not adversely impact the development potential of the subject site.

### *-Special Hazards*

#### Flood Zone:

The larger parcel is within the Zone X (2% annual flood hazard). Community Panel #49035C0281E; dated September 21, 2001. The Zone X is a defined 100 year flood zone. The vast majority of surrounding parcels are also within the same flood zone. As is evidenced by extensive surrounding development, the flood zone is not considered to be a major impediment to development by the market, although any improvements constructed on the site will likely require flood insurance. A copy the applicable section of the flood zone map is attached in the addenda.

#### Environmental:

There is no direct current evidence of environmental problems associated with the subject. The client has not provided Phase I or Phase II Environmental Site Assessments relative to the subject. Without Phase I and Phase II Environmental Site Assessments, this analysis assumes that no environmental hazards/contamination exists on the subject premises. Should a Phase I or II Environmental Site Assessment be provided indicating the existence of environmental contamination/hazards and detailing remediation costs associated with the contamination, the value estimate conclusions contained herein may need to be

reevaluated and would likely be lowered. Review of a complete Phase I Environmental Site Assessment specific to the subject property, performed by a qualified engineer/firm is strongly recommended.

**Earthquake Zone:** The subject is located in a moderate liquefaction potential zone. This is a typical classification for properties located in the immediate subject neighborhood.

**-Zoning** The subject is zoned Flex (light industrial/commercial). The purpose of the Flex zone as per the South Salt Lake City zoning ordinance is reproduced below.

**17.03.100 - Flex district.**

A. Purpose. The purpose of the Flex district is to designate appropriate locations where warehousing and industrial Uses with minimal objectionable characteristics may be established, maintained and protected. The regulations of this district are designed to promote a high level of environmental quality by Uses which do not contribute to the deterioration of environmental quality.

B. Uses. No Building, Structure, Site or land shall be used or Developed except in accordance with the adopted Land Use Matrix as found in this Chapter.

C. Standards.

1. Minimum Area. The minimum area for a new Lot in the district is one (1) acre.
2. Maximum Height. The maximum Height for any Structure is based on the Building Form as more completely detailed in [Chapter 17.07](#).
3. Required Setbacks/Build-To Standards are detailed in [Chapter 17.07](#)

D. Regulations. Regulations for the Flex district are as follows: Noise and Odor. Uses in the Flex district shall not produce noxious, foul or offensive odors, nor produce smoke or fumes that are injurious or detrimental to the health of the general population or business community. No Use in this district shall produce a noise in violation of adopted noise regulations of the Salt Lake County Health Department or in any other manner constitute or contribute to a public or a private nuisance.

(Ord. No. 2020-02, § IV(Exh. C), 1-8-2020)

As outlined above, the Flex zone is a commercial zone that is focused more on light industrial development but does permit

a number of more intensive commercial uses, including gas station/c-store, restaurant, bars/taverns, animal hospitals, auto repair, banks, fitness centers, office/professional office, retail sales, storage units and other similar uses. Single and/or multi-family uses are not permitted without specific development plan approval.

The minimum lot size requirement is 1.00 acre and the subject is well over this minimum lot size requirement and is therefore assumed to be a legally conforming use. Setback requirements are 10 feet for front yards, and 10 feet for side yards and 0 feet for rear yards. Parking, landscaping and height requirements apply. The subject is adequately sized and shaped to facilitate well planned commercial development. Please see the current and long range zoning maps in the addendum. Select pages of the Flex zoning ordinance are retained in the appraisal work file. A full copy can be accessed on the South Salt Lake City website.

#### *-Site Utility*

The subject represents a medium sized, irregular shaped, interior parcel with adequate access from 600 West. The site is level and at street grade with 600 West. The site and/or immediate area are served by all necessary utilities. Overall, utility of the site considered as a stand alone parcel is rated as average.

#### **IMPROVEMENT DESCRIPTION**

The property is vacant land only with no vertical improvements present. All market value conclusion(s) outlined herein represent land values only. It is important to note that the area of quit claim deed is outside the existing fenceline for the defined larger parcel and

is already effectively being used by SSLC. There are numerous site improvement items within the quit claim deed area, including trees, grass, dog runs, lateral fencing, parking lot improvements, etc. These site improvements are within the defined larger parcel under UDOT ownership but were installed and are being maintained by SSLC. As per the specific instruction of the client, all site, landscaping and other improvements within the quit claim deed are excluded from consideration and no compensation or other consideration is included for these items in the appraised value(s) outlined herein.

**RECENT HISTORY OF THE PROPERTY:** USPAP requires a three (3) year reporting history for the appraised property, while UDOT right-of-way appraisal guidelines dictate a five (5) year reporting history requirement.

The current owner of record is Utah Department of Transportation, represented by Mr. Mike Timothy, who does not report any recent sales or listings. The most recent warranty/transfer deed reported by Salt Lake County is dated September of 1990. A search of the Wasatch Front Multiple Listing Service (WFMLS) did not reveal any active, closed or expired listings involving any portions of the subject property. Thus, no sales or listings or any portion of the subject within the last five years is known.

**REAL ESTATE TAXES & ASSESSMENTS:** Real estate tax information for the subject for 2021 is shown in the following table.<sup>6</sup>

Current Assessment and Tax Information: FY 2021						
Parcel	Total	Total Taxable	Tax rate	Ad Valorem Tax <sup>1</sup>	Special Assessments <sup>2</sup>	Total Tax
15-24-151-015	\$940,700	\$0	0.0	\$0.0	\$0	\$0.0
<sup>1</sup> Applies to real estate only. Taxes on personal property, improvement fixtures, etc., if any are excluded.						
<sup>2</sup> Special assessments include bond payments and/or other taxes that do not vary according to assessed value.						

Source: Salt Lake County

The above tax and assessment information is applicable to the year 2021. The subject is owned by Utah Department of Transportation, which is a tax exempt government

<sup>6</sup> Taxes in Utah are calculated by applying a tax rate to taxable value. Taxable value is a percentage of the assessor's estimate of market value. The percentage is 100 percent for commercial properties and about 67 percent for residential properties. The tax rate varies depending on a given county's budget.

agency. The current assessed value of the land (\$940,700) equates to \$5.28 per square foot and is substantially lower in comparison to the appraised market value outlined herein. This appraisal analyzes current market data and makes specific adjustments to each sale in order to derive an indication of market value for the subject. The assessed value is typically computer generated and is not specific in adjustments. Thus, no weight is placed on the assessed value as a market value indicator.

## Data Analysis and Conclusions – Before Acquisition

### **ANALYSIS OF HIGHEST AND BEST USE:**

Two procedures are used to determine a property's highest and best use. The first is an analysis of the site as if vacant. The second is an analysis of any existing improvements and their influence upon the site's highest and best use. The use(s) concluded in the analyses to be highest and best must meet the criteria of being 1) physically possible, 2) legally permissible, 3) financially feasible, and 4) maximally productive.

#### *HIGHEST AND BEST USE AS VACANT*

##### ***Physically Possible***

The subject is on the west side of 600 West at 2270 South in South Salt Lake City, Utah. It comprises a single tax parcel containing  $\pm 177,986$  square feet, or 4.086 acres. The site is irregular in shape and the topography is level. Natural drainage appears to be westerly. The subject has frontage and legal access from 600 West and is considered a interior parcel herein. All utilities are available to the area and stubbed to the site. The subject has adequate depth and frontage and is sufficiently sized/shaped to accommodate a number of development options.

##### ***Legally Permissible***

There are generally two areas of concern regarding legally allowable improvements to a property. The first is associated with title or deed restrictions, which can limit the potential



uses of a property. The second is associated with zoning ordinances, which often limit both the type and size of development constructed on a site. Potential uses are also limited by permissible and legal uses allowed in the zoning classification for the subject property.

As noted previously, the subject property is under the jurisdiction of South Salt Lake City and is currently zoned Flex (light industrial/commercial). This is a commercial zone that is oriented more toward light industrial uses but does permit a number of commercial uses including retail sales, restaurant, office/professional office, gas station/c-stores, service-oriented and other similar uses. The long range master plan is for similar rail serviced commercial uses.

### ***Financial Feasibility***

A financially feasible use must be one that can provide the highest return on an improvement over a prolonged period of time. The use will be constrained by zone restrictions and the physical characteristics of the land. Also considered are current economic trends, neighborhood influences, and existing supply/demand characteristics, as they pertain to real estate.

Currently, market conditions are positive and have been strong for the last 5-8 years since the significant market turnaround/recession experienced from 2008-2012. Real estate construction and investment has been strong since this time, with continued and sustained appreciation for all submarkets (i.e. residential, commercial, multi-family, industrial, etc.) noted. The economic affects of COVID-19 have moved some markets into a downturn in the business cycle, but the effects are not yet clear. Early indications suggest that the residential and industrial markets have both fared the pandemic well, while the office and retail market have experienced some slowing conditions and may be permanently altered.

Location has a significant impact on the highest and best use of a given property. The subject is located along the 600 West corridor, which is primarily improved with industrial

uses including light industrial, contractors, destination retail, institutional, office and other similar uses. I-15 is close to the east and the site is near the 2100 South and 3300 South corridors, both of which are heavily traveled and well developed with a variety of primary commercial uses, including retail, restaurant, coffee shop, strip retail, office, banks, gas station/c-store and other similar uses. The subject does not benefit from any visibility/exposure from either one of these primary traffic arteries. Traffic counts for 600 West are not available and 600 West dead ends close to the south of 2700 South and appears to be relatively lightly traveled in front of the subject.

Given the location near major transportation corridors (I-15/I-80/SR-201 interchange, major Union Pacific corridor, etc.) and primarily light industrial surrounding development, the location would not be particularly conducive to impulse oriented or more primary retail uses. It would also not be a conducive location for a mixed use development to include residential and light industrial use is the most probable and financially feasible use at the present time.

Based on the location of the subject, traffic counts and surrounding development, light industrial development is concluded to be the most financially feasible use, if the subject were vacant. South Salt Lake City is centrally located in the Salt Lake Valley and continues to experience strong growth and the need for additional light industrial/secondary commercial support services going forward is apparent.

### ***Maximally Productive Use and Conclusion (As Vacant)***

After reviewing the above, it is concluded that the maximally productive use of the subject as vacant would be for light industrial development as dictated by the Flex (light industrial/commercial) zone. Surrounding development and traffic counts would not be particularly conducive to primary commercial uses (i.e. c-store, primary impulse retail, fast food, etc.) and light industrial and/or secondary commercial uses are most probable, which could include destination retail, office/professional office, light industrial, warehouse, distribution, storage units, etc. The most probable end user would be a

local/regional developer or speculator. The timing for development of the subject as vacant is likely immediate to in the near future.

Based on the highest and best use conclusion, a brief synopsis of the Salt Lake County industrial market is contained below:

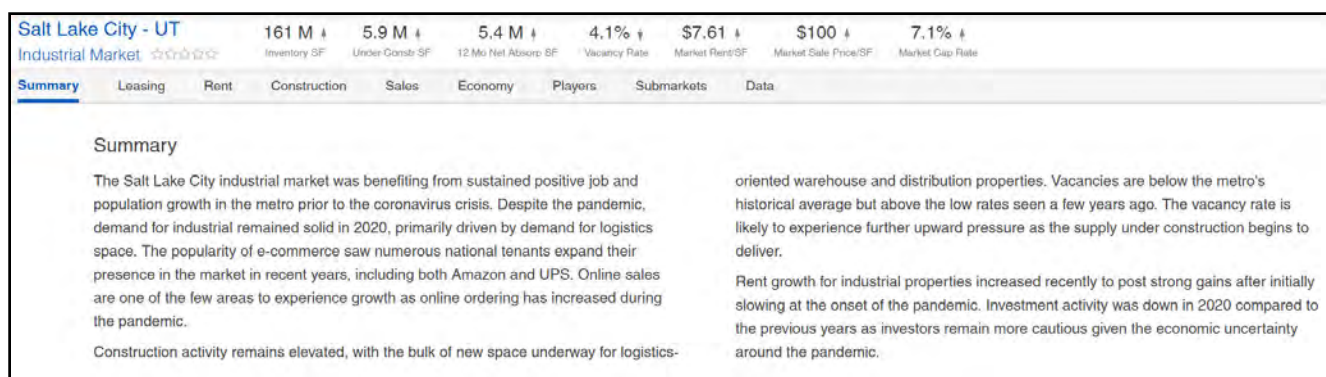
### **Market Overview - Salt Lake County industrial Market**

- History

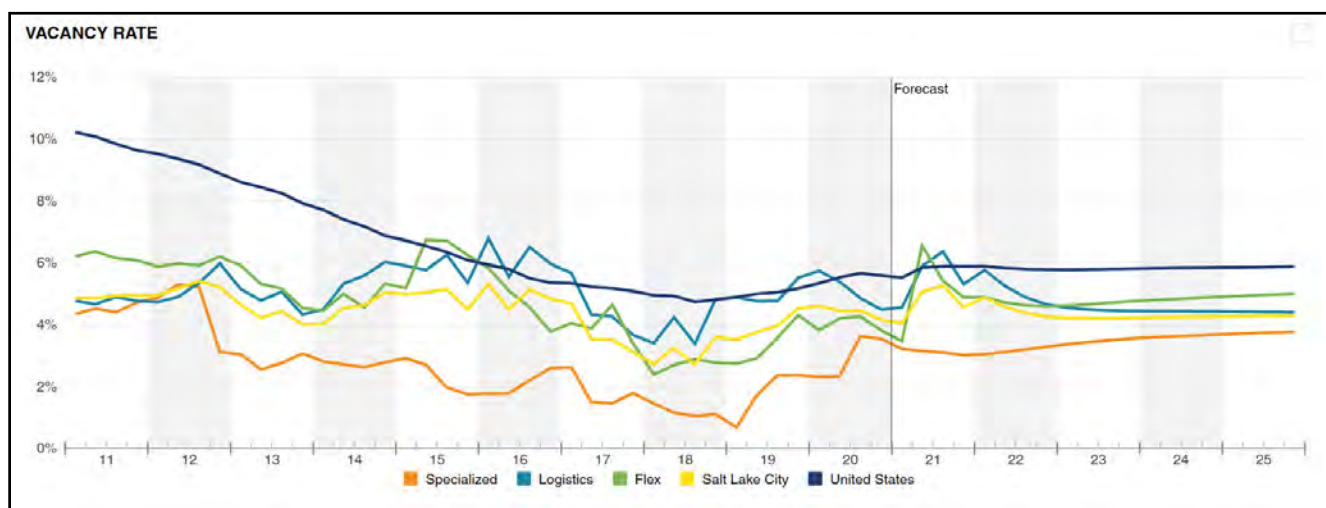
From 2003 to 2008, the industrial market along the Wasatch Front was healthy and growing. However, from 2008 to 2012, economic uncertainty and recessionary market conditions had a strong negative impact on all real estate markets throughout the State of Utah and nation as a whole, and most sectors experienced rising vacancies, declining demand and declining lease rates. Prudence in limited amounts of new supply helped mitigate the negative impacts to some commercial subsectors within the State of Utah during this downturn, helped by continuing increasing population and strong employment base within the state. However, strong and consistent declines in real estate activity and values were still readily apparent during 2008 to late 2012/early 2013 throughout the state.

A degree of market stabilization and/or improvement appears to have occurred during 2013/2014 and through 2020 into 2021. Market activity for industrial improvements began to show signs of strengthening during 2013/2014, and have been strong over the last 5-8 years or so. The Covid-19 pandemic as declared by WHO in March of 2020 had an immediate impact on real estate conditions and has created a high level of uncertainty and apprehension. However, market participants that the industrial market has been strong during 2020 and this is supported by the market data.

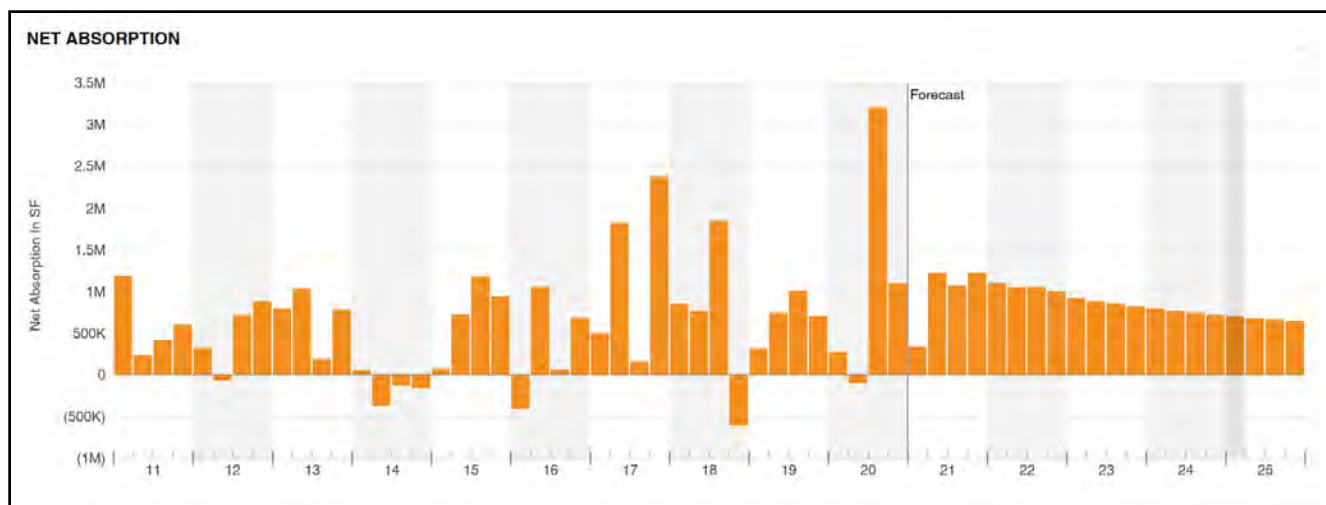
Costar compiles, on a quarterly and semi-annual basis, an overview of various markets on a local and national level. The following information was obtained from Costar data and is relevant to the Salt Lake City industrial market as of YE 2020.



As outlined above, the Salt Lake City industrial market has remained strong and has weathered the pandemic conditions relatively well. Conditions slowed during the 2Q of 2020 but then showed signs of improvement shortly thereafter. The grid below is reproduced from Costar and shows industrial vacancy trends over the last several years.

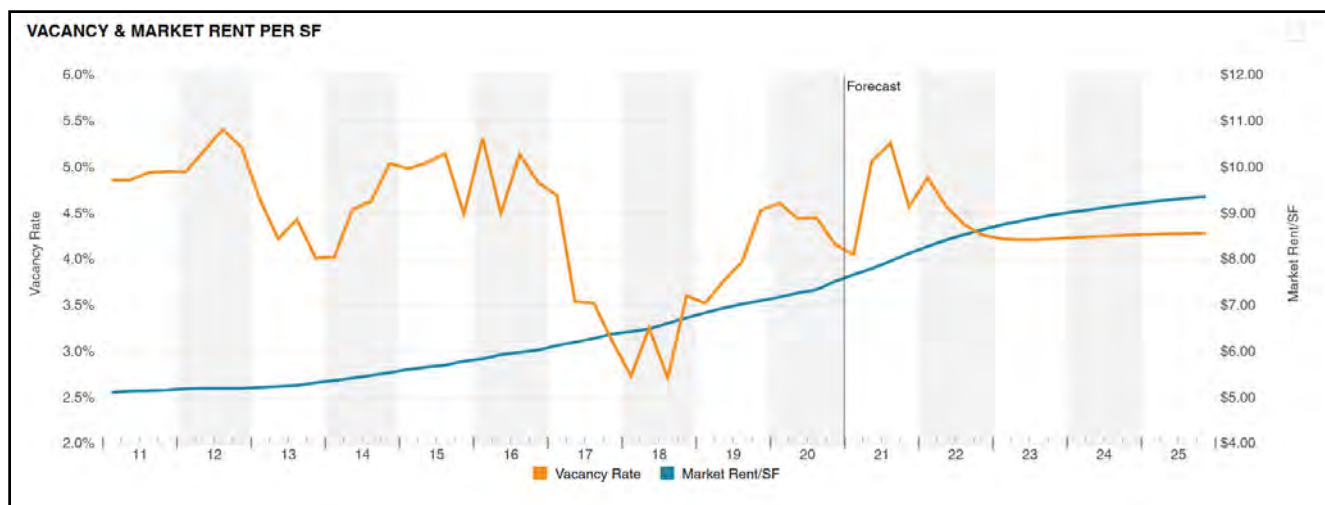


As shown in the graph above, the overall industrial vacancy rate within Salt Lake County has been steadily decreasing and is currently at 4.1%. At one point in 2012, the industrial vacancy rate was nearing 10%. The current vacancy rate is also below the historical average although slightly increasing vacancies are forecast going forward.



Overall industrial net absorption remains positive at  $\pm 5.4$  million square feet total over the last 12 months, with an additional  $\pm 5.9$  million square feet under construction. Absorption during 2020 was atypically strong and the figure of 3.25 million square feet absorbed during the 3Q of 2020 is the highest in the previous 10 year period. This is in-line with information derived during interviews with market participants, which indicates that industrial market conditions are strong.

As shown in the graph below, the current average asking industrial lease rate is \$7.61 per square foot (annual), which is a significant increase over the last three to four years. As of YE 2017, the average asking industrial lease rate within Salt Lake County was  $\pm \$6.42$  per square foot on an annual basis. Lease rate have steadily risen over the last several years and the Costar information forecasts continued increases in the asking lease rate going forward.



### Rent

Salt Lake City industrial rent growth picked up recently to 6.6%, an increase from 4.9% four quarters ago. Rent gains for specialized and flex properties outpaced gains for logistics properties for several years. But starting in the second half of 2019 rent growth for logistics properties picked up to above specialized and logistics gains.

New development of specialized and flex properties was limited over the past decade, making room for landlords to push rents. Rent gains for specialized properties saw the highest gains, with growth averaging around 6% from 2015 to 2019. Flex properties, which have the highest asking rents of the different industrial types, saw average rent growth of about 5% from 2015 to 2019.

The abundance of new supply for logistics had been restraining rent growth somewhat, with average gains from 2015 to 2018 of around 4%, but logistics rent growth increased

in 2019 to around 9%. Logistics rent growth was strong in the first half of 2020, but slowed to end the third quarter at about 5%. The pandemic has increased in the importance of warehouse and distribution space as e-commerce sales have risen with business and store closures.

Draper, one of the smallest submarkets in the metro, has some of the highest rents at around \$10/SF, likely boosted by the high asking rents for flex space, which makes up nearly a quarter of the submarket's inventory. The West Outlying Salt Lake Submarket has one of the lowest asking rents in the metro but has seen some of the highest rent growth the past several years, though it has moderated recently. Proximity to the airport along with development incentives have increased new construction in the submarket in recent years.

- Conclusion/Outlook:

Overall the outlook for the Salt Lake County industrial market is positive. Despite pandemic conditions, the industrial market has been strong and fared the pandemic conditions relatively well. Market participants interviewed for this and other industrial assignments report that interest in industrial land and improvements is high, particularly in and around the International Center and Salt Lake International Airport. This is largely due to Amazon completing a new fulfillment center with another proposed in this area. The scarcity of available land is also driving up the price for industrial product due to strong competition. Industrial construction has remained strong. Utah's population continues to grow with strong job growth and mortgage interest rates are low, which should continue to support future industrial growth going forward.



**Highest and Best Use of the Site As Improved**

N/A - The subject property is vacant land only with no vertical improvements present. This area of analysis does not apply.

**LAND VALUATION**

The method used to assist in formulating the appropriate market land value is based on the traditional approach to land value, namely the Sales Comparison Approach. This involves obtaining land sales with similar characteristics and comparing those sales to the subject site. The concluded highest and best use as vacant is light industrial development. Thus, similar use land sales within South Salt Lake City and surrounding areas were researched. Adjustments are made to the comparables for differing features. The adjusted values of the comparables are then reconciled into a single estimate of value for the subject land. The unit of comparison is the price per square foot. This unit is used to maintain consistency with the right-of-way documents.

Please note that due to the built up nature of the immediate area, it became necessary to expand the comparable search area to include all of Salt Lake County in order to obtain land sales suitable for comparison from public listing sources. The following table is a summary of the land sales used in this report, followed by comments and plat/parcel maps for each sale. Additional information is retained in the appraisal workfile.

SUMMARY OF COMPARABLE LAND SALES (BEFORE ADJUSTMENTS)						
ID	Subject	1	2	3	4	5
Address	2270 S. 600 W.	5718 W. 3500 S.	9243 S. 6400 W.	2445 W. 900 S.	3493 W. 500 S.	6620 W. 2100 S.
City/Utah	SSLC	WVC	West Jordan	SLC	SLC	WVC
Parcel #	15-24-151-015	14-26-476-013	26-02-353-001	15-09-253-003	15-05-451-013	14-22-200-032
Land Size (Acres)	4.09	5.35	4.24	5.12	1.41	6.72
Land Size (Sq.Ft.)-Est.	177,986	233,046	184,694	223,027	61,420	292,723
Shape	Irregular	Mostly rectangular	Irregular	Mostly rectangular	Irregular	Mostly rectangular
Street Orientation	Interior	Rear lot	Minor corner	Interior	Interior	Interior
Topography	Level	Level	Level	Level	Level	Level
Utilities	All Available	All Available	All Available	All Available	All Available	All Available
Zoning	Flex	LI	M-1	M-1	M-2	M
Date of Sale	N/A	Aug-21	Jun-21	Sep-20	Jul-20	Mar-20
Seller	N/A	Lifetime Holdings, Davidson, et al.	Orton	Erickson	Liska	MPM Property Holdings, LLC
Buyer	N/A	Ford R.E., Dodge, et al	Caspian Investments, LLC	Pioneer Holdings, LLC	Verkic	Kelez Cottonwood Heights, LLC
Verification	N/A	Agent/MLS	Agent/MLS	Agent/MLS	Agent/MLS	Agent/MLS
Sales Price	N/A	\$1,650,000	\$1,465,000	\$1,471,980	\$550,000	\$2,195,424
Sale Price/Lot	N/A	\$1,650,000	\$1,465,000	\$1,471,980	\$550,000	\$2,195,424
Sales Price/Sq.Ft.	N/A	\$7.08	\$7.93	\$6.60	\$8.95	\$7.50

Project No.: IR-15-7(185)308 / PIN No.: 990010  
 Project Parcel No.: 15-7:351:3Q  
 Ownership: Utah Department of Transportation

VAN DRIMMELEN & ASSOCIATES

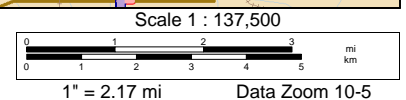
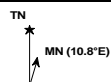
# Land Sales Map



Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2015.

www.delorme.com



Comments:

Sale #1 - is a very recent purchase of an industrial lot north of 3500 South and adjacent east of the Mountain View Corridor. It is near extensive commercial development but is a rear lot with crossover access agreements and was recently rezoned for Light Industrial uses. The buyers are reportedly industrial users. It was listed for about two months with a listing price of \$1,750,000 before selling for \$1,650,000. The verification source stated there are two difference access easements and that access was not of concern for the pending buyers or other interested parties.

Sale #2 - is a recent sale of a larger industrial lot within the Cadyn Meadows industrial park in West Jordan. The immediate area is a major industrial hub for the south Salt Lake Valley. Mountain View Corridor is close to the east and the site does have frontage but no access from New Bingham Highway to the north. The property was listed for \$1,478,000 for approximately 2-3 months and went under contract in March of 2021. Mrs. Campbell also reports that she has a smaller  $\pm 1.5$  acre industrial lot across the street under contract for \$536,000, which equates to \$8.20 per square foot.

Sale #3 - is in an established industrial area close to the west of I-215. The initial asking price was \$2,174,515 and it was sold a discount from list after being on the market for  $\pm 3$  months.

Sale #4 – is a fairly recent transaction of a smaller industrial lot near Sale #3 is an established light industrial area. Property is zoned M-2 which permits more heavy industrial uses and M-2 zoned land is generally considered positively by the market.

Sale #5 – is a recent sale of two industrial lots along the 2100 South frontage road in West Valley City within an established industrial area. The two lots were contiguous and sold in one transaction and have since been assembled as one tax parcel. The buyer intends to develop the site with an industrial building. The site does have good visibility/exposure from SR-201 to the south.



## Comparable Sale Parcel/Plat Maps



Comparable Sale #1



Comparable Sale#2



Comparable Sale #3



Comparable Sale #4



Comparable Sale #5



## ANALYSIS AND RECONCILIATION OF LAND SALES

Market evidence and appraiser judgment determined the degree of adjustment made to each sale. Each adjustment made reflects careful consideration and analysis of various factors. The factors considered in any adjustment include an analysis of paired sales data, when they are available, and information acquired from market participants. Also considered are the costs associated with bringing a site to a developable condition. It is believed that the adjustments made correspond closely with the thinking of market participants and allow for a tighter frame of reference when comparing sales data to the subject site. The unit of comparison for each sale is the price per square foot. This unit of comparison is chosen for consistency purposes due to the square foot unit as indicated on the right-of-way documents for the acquisitions.

If needed, dollar adjustments are made in the areas of property rights conveyed, conditions of sale, and financing. The resulting value reflects the “normal sales price” of the comparable. Percentage adjustments are then made to account for market conditions that change over time. Thereafter, additive percentage adjustments are made in each of the remaining areas of analysis. This is described in detail below.

*PROPERTY RIGHTS CONVEYED:* Each sale reportedly included the transfer of a fee simple title to the buyer(s). The property rights conveyed were similar to those appraised. Therefore, none of the comparables require an adjustment for property rights.

*FINANCING TERMS:* The value shown for a comparable is a cash-equivalent value. When a seller writes a contract with a buyer and the seller has financing terms better than those available in the market, the seller is often paid a higher price for the property. These circumstances require an adjustment to the sale. No adjustments are necessary.

*CONDITIONS OF THE SALE:* All of the comparable sales were reportedly arms-length transactions with no unusual conditions of sale reported. No adjustment is necessary.

*EXPENDITURES IMMEDIATELY AFTER SALE:* All of the sales represent vacant land with no unusual or atypical expenditures after the purchase reported. No adjustment is necessary.

*MARKET CONDITIONS:* Market conditions refer to price changes occurring over time due to various market forces. As discussed in the Highest and Best Use and Market Analysis sections of the report, the Salt Lake County industrial market has been consistently strong over the last 5-8 years and consistently strong demand and appreciation for industrial improvements is apparent. The Covid-19 pandemic has had a strong impact on the real estate market, but the effects are not yet clear and for most markets, additional data is necessary. The preliminary information indicates that the retail and office submarkets have likely been negatively and potentially permanently impacted, but that the residential and industrial markets have fared the pandemic reasonably well. The residential market in particular, has fared the pandemic conditions very well and appreciation for finished product throughout the Wasatch Front is strong during the 2Q and 3Q of 2020.

Prior to the pandemic, the industrial market along the Wasatch Front and Salt Lake and Utah Counties in particular was relatively strong, with low vacancy rates, increasing asking lease rates and steady speculative and build to suit construction. There was a short period of stalling conditions during the 2Q of 2020, but the industrial market has fared relatively well and industrial real estate agents and market participants report minimal negative impact to the industrial market due to the Covid-19 pandemic with continued appreciation during 2020 and into 2021.

The industrial land sales are all very recent and occurred within the last 1.5 years, from March of 2020 to August of 2021. All of the sales took place after pandemic conditions became apparent. Based on the available market information and considering at least a small period of stalling and/or slowing market conditions during early 2020, a 5% annual factor is used herein and applied to any sales that are older than three months from the effective date of valuation. Sale #1 is recent that no adjustment is necessary. The remaining sales are in excess of 3 months from the effective date of valuation and upward

adjustment of 5% per annum is applied to Sales #1, #2, #3 and #4. Adjustment is rounded to the nearest 0.25%.

*LOCATION FACTORS:* Location refers to access, exposure, attractiveness of surrounding properties, and proximity to surrounding support services. The subject property is on the west side of 600 West at 2270 South. 3300 South and 3900 South are primary commercial corridors in the area and are well developed with a variety of commercial establishments, including retail sales, gas station/c-stores, restaurants, fast food, office, service-oriented, theaters and other similar uses. 600 West is near the “spaghetti bowl” area of the Salt Lake Valley where multiple interstates and state roads intersect. No traffic counts are available for 600 West and all development along 600 West is primarily light industrial in nature and 600 West is a major industrial corridor in the area. There is a large Union Pacific facility and numerous tracks adjacent to the west.

There are some tracts of vacant land suitable for development remaining in the immediate subject neighborhood but land is being rapidly absorbed and developed due to the centralized location in the Salt Lake Valley and reasonable commuting distance to Salt Lake City and other Wasatch Front metro areas. Overall, the neighborhood is approximately 85-90% developed.

In summary, the subject is centrally located within the Salt Lake Valley and has good linkages and primarily light industrial development. Given surrounding development and the location near several major transportation corridors including the I-15/I-80/SR-201 interchange and Union Pacific tracks westerly, the location would be most conducive to light industrial uses.

Due to the built-up nature of the immediate neighborhood, it became necessary to widen the area of the comparable search process to include all of Salt Lake County. All of the sales are within established industrial areas in the Salt Lake Valley with similar surrounding development, but the subject is more centrally located with superior linkages/access and is generally superior in location to all the comparable sales.

Correlating upward adjustment is necessary for all five comparable sales for locational differences.

*PHYSICAL DIFFERENCES:* The physical characteristics of the subject property are similar to many of the physical features of the comparables. Adjustments were made in the following areas:

Size: Small land parcels often sell for a higher unit price than do large ones, as they are less risky to develop. Development risk increases in proportion to the difficulty of maximizing the development potential of a parcel of land. Larger tracts of land often require the construction of a larger building or even multiple structures in order to maximize development potential. In addition, the period for construction generally increases, which often puts the developer at a greater risk. Consequently, developers are often willing to pay a higher unit price for smaller, less risky parcels of land.

The subject has a land size of ±177,986 square feet, or 4.086 acres. The comparables range in size from 1.41 acres to 6.72 acres and the subject is well bracketed from a size standpoint. Sale #4 is smaller and downward adjustment is necessary. The remaining sales represent mid-size tracts of land in the 4-7 acre range and are similar. No further adjustment for size differences is necessary.

Shape: Shape refers to the physical shape or layout of a site or parcel of raw land. Typically, rectangular, square, or even moderately irregular configurations are more desirable than severely irregular configurations because they allow the developer to maximize the potential development of the land with the least amount of wasted or excess land.

Due to some irregular/angled borders, the subject has an irregular shape that would present a minor impediment to building placement and other development options. Sales #2 and #4 are similar in shape and are not adjusted. The remaining comparable sales

have a superior rectangular/mostly rectangular shape and downward adjustment is necessary for Sales #1, #3 and #5.

Street Orientation: Street orientation is another factor that can influence the price a buyer is willing to pay for commercial land. For industrial users, visibility/exposure is a factor but is of lesser concern than ease of access. Linkages and ease of access to a site for the delivery of materials/finished goods is of primary importance and industrial users do view corner parcels or parcels with multiple access points positively.

The subject is on the west side of 600 West at 2270 South and is an interior parcel. Sale #1 is a rear lot and is inferior, warranting upward adjustment. Sale #2 is a corner parcel with superior ease of access and this sale is adjusted downward. The remaining sales are similar in street orientation and no further adjustment is necessary.

Topography/Developability: Adjustments made for this area of adjustment recognize those differences in a site's topography and/or need of fill in order to accommodate development. Typically, sites that are relatively level with stable and adequate fill conditions, sell for a higher per unit basis. The reason is that there is less site work cost incurred on a buyer's part in bringing these sites into a developable condition versus a site that has a sloping or undulating terrain and/or one that is in need of fill.

The topography of the subject is generally level. All of the sales are similar and are not adjusted.

Utilities: The subject property has all utilities available nearby. All of the sales are similar and are not adjusted.

Zoning: The subject is within the Flex (light industrial/commercial) zone, which is oriented toward light industrial uses but does permit a wide variety of commercial uses as well, as do most industrial zones. Sale #4 is within an M-2 zone, which permits both light and heavy industrial/manufacturing uses. M-2 land is traditionally limited, and the market

recognizes M-2 land positively. Sale #4 is adjusted downward. The remaining sales are all within similar light industrial zones and no further adjustment is necessary.

Other: In all other areas, the comparables appear to be similar to the subject and no further adjustments are necessary. An adjustment grid is presented on the following page that outlines each of the adjustments made:

LAND ADJUSTMENT GRID						
		COMPARABLE SALES				
	Subject	1	2	3	4	5
Address	2270 S. 600 W.	5718 W. 3500 S.	9243 S. 6400 W.	2445 W. 900 S.	3493 W. 500 S.	6620 W. 2100 S.
City/Utah	SSLC	WVC	West Jordan	SLC	SLC	WVC
Sales Price		\$1,650,000	\$1,465,000	\$1,471,980	\$550,000	\$2,195,424
Adjustments:						
Property Rights		\$0	\$0	\$0	\$0	\$0
Adjusted Price		\$1,650,000	\$1,465,000	\$1,471,980	\$550,000	\$2,195,424
Financing Terms		\$0	\$0	\$0	\$0	\$0
Condition of Sale		\$0	\$0	\$0	\$0	\$0
Expenditures		\$0	\$0	\$0	\$0	\$0
Adjusted Price		\$1,650,000	\$1,465,000	\$1,471,980	\$550,000	\$2,195,424
Date of Sale		Aug-21	Jun-21	Sep-20	Jul-20	Mar-20
Market Conditions		7.50%	1.25%	5.00%	5.75%	7.50%
Adjusted Price		\$1,773,750	\$1,483,313	\$1,545,579	\$581,625	\$2,360,081
Unit of Comparison						
Square Feet	177,986	233,046	184,694	223,027	61,420	292,723
Price Per Sq.Ft.		\$7.61	\$8.03	\$6.93	\$9.47	\$8.06
Other Adjustments:						
Location		10%	10%	5%	5%	15%
Physical Characteristics						
Size		0%	-5%	0%	0%	0%
	177,986	233,046	184,694	223,027	61,420	292,723
Shape		-5%	0%	-5%	0%	-5%
	Irregular	Mostly rectangular	Irregular	Mostly rectangular	Irregular	Mostly rectangular
Street Orientation		10%	-5%	0%	0%	0%
	Interior	Rear lot	Minor corner	Interior	Interior	Interior
Topography		0%	0%	0%	0%	0%
	Level	Level	Level	Level	Level	Level
Utilities Available		0%	0%	0%	0%	0%
	All Available	All Available	All Available	All Available	All Available	All Available
Zoning		0%	0%	0%	-10%	0%
	Flex	LJ	M-1	M-1	M-2	M
Other		0%	0%	0%	0%	0%
Adjusted Price Per SF		\$8.75	\$8.03	\$6.93	\$9.00	\$8.87
Net % Change		24%	1%	5%	0%	18%
Gross % Change		33%	21%	15%	21%	28%
Summary of Adjusted Values						
	Low	High	Median	Mean		
Adjusted Value Range	\$6.93	\$9.00	\$8.75	\$8.32		



## RECONCILIATION OF LAND VALUE – BEFORE ACQUISITION

After making adjustments, the adjusted sales indicate an adjusted value range from \$6.93 per square foot to a high of \$9.00 per square foot. The median is \$8.75 per square foot and the adjusted mean is \$8.32 per square foot.

In reviewing the sales and adjustments made, it is noted that all of the sales are relatively recent transactions in competitive locations and all the sales required gross adjustment at or under 33%, indicating an acceptable level of comparability. Sale #1 is the most recent sale and is given slightly higher consideration, indicating that a value conclusion near to above the adjusted average is justified.

After reviewing the characteristics of the subject and the comparable sales and considering the physical factors associated with the subject, the concluded market value is \$8.50 per square foot for the defined subject parcel. The concluded market value is outlined below.

### **Subject Land - ±177,986 square feet, or 4.086 acres**

Subject Land -- 177,986 SF x \$8.50 per square foot = \$1,512,881

## MARKET VALUE OF WHOLE – BEFORE ACQUISITION

The total indicated value of the land is \$1,512,881. The subject is vacant land only with no vertical improvements present. Thus, the contributory value of the improvements is shown as \$0. The allocation of market value of the whole is calculated as follows:

Subject Lot – ±177,986 square feet x \$8.50 per square foot =	\$1,512,881
Contributory Value of the improvements N/A =	\$ <u>0</u>
<b>Total Market Value – Before Acquisition</b>	<b>= \$1,512,881*</b>

\*This value would typically be rounded. However, for more concise summary of values purposes and to avoid rounding errors, the market value is not further rounded.

## Proposed Project

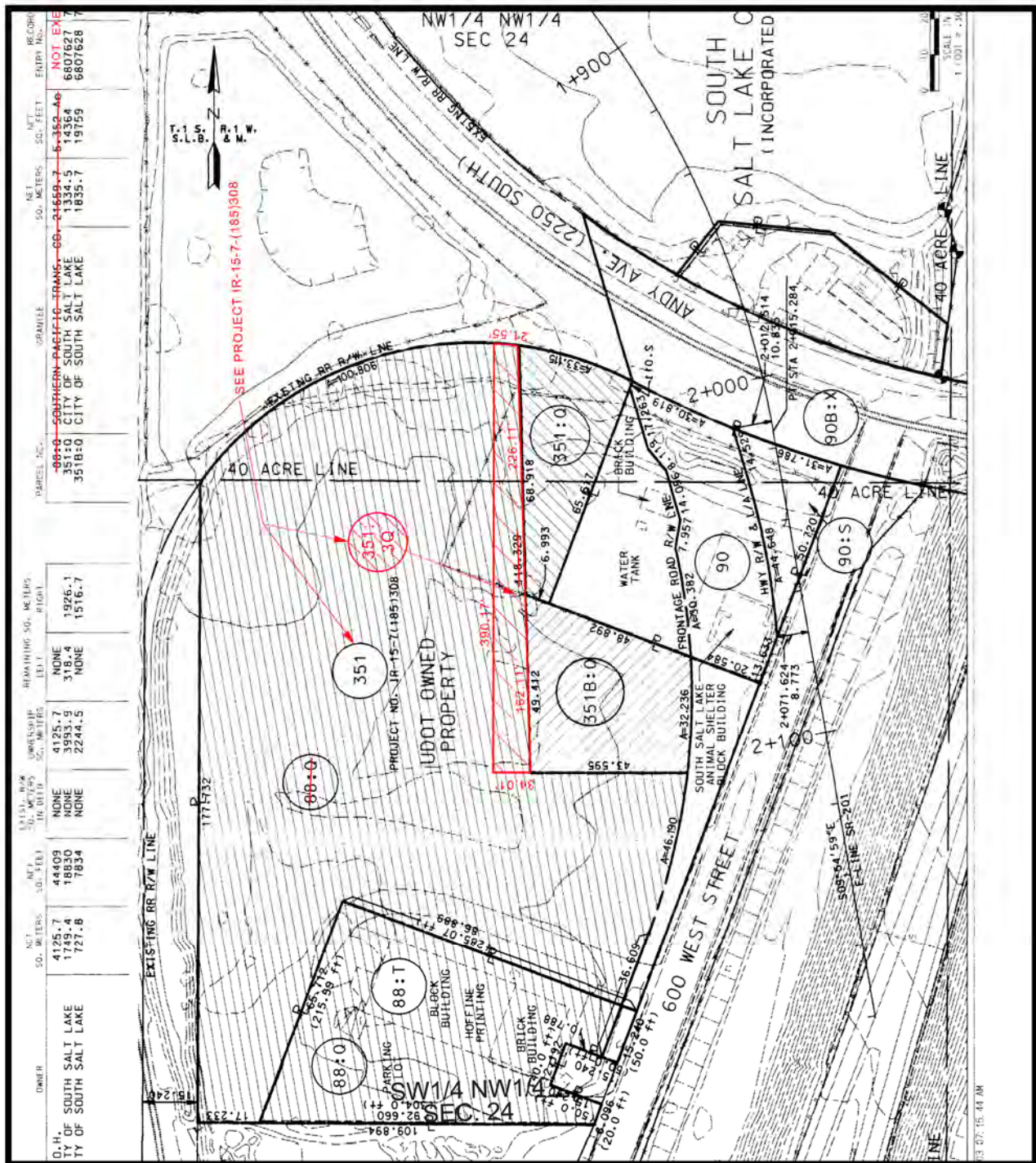
**DESCRIPTION OF PROPOSED PROJECT:** South Salt Lake City reportedly desires to purchase a small quit claim deed area along the northeast border of the larger parcel for the expansion of SSLC facilities to the east, which include an animal shelter and water facility. A description of the quit claim deed is outlined below.

- **QUIT CLAIM DEED**

The quit claim deed is identified as Project Parcel No.: 351:3Q and is located along the northeast border of the larger parcel adjacent west of parcels owned by SSLC. The quit claim deed has a maximum depth of 34.01 feet on the south border, narrowing to a depth of 21.55 feet on the north border. Maximum length is 390.17 feet along the west border. The acquisition is a relatively small, narrow shaped area. According to the provided legal descriptions, the size of Project Parcel No.: 351:3Q is 10,789 square feet, or 0.248 acre.

The following shows the project map with the subject (Project parcel 15-7:351:3Q) and proposed location of the quit claim deed. Legal descriptions are located in the addenda.

## UDOT Project Maps



**THE SUBJECT IS PROJECT PARCEL NO.: 15-7:351:3Q**

**Project No.:** IR-15-7(185)308 / **PIN No.:** 990010  
**Project Parcel No.:** 15-7:351:3Q  
**Ownership:** Utah Department of Transportation

**VAN DRIMMELEN & ASSOCIATES**

**DESCRIPTION OF PROPERTY – AFTER ACQUISITION:** This area of analysis describes and considers the physical aspects of the remainder. Any item not discussed below is assumed to remain unchanged in comparison to the before condition.

*LOT AREA:* Before the quit claim deed, the larger parcel contains a gross land size of  $\pm 177,986$  square feet, or 4.086 acres. The area of the acquisition is 10,789 square feet, or 0.248 acre, leaving an area of the entire remainder of approximately 167,197 square feet, or 3.838 acres. The size of the remainder is reduced by  $\pm 6\%$ . This is not a significant reduction and the remainder will be adequately sized and shaped to facilitate light industrial development as outlined in the highest and best use section of the report. Continued governmental uses will not be impeded.

*SHAPE:* The shape of the remainder will be irregular and is unchanged from the before condition. The imposition of the quit claim deed will not exacerbate the limitations of the irregular shape.

*TOPOGRAPHY:* The topography will remain similar.

*ACCESS:* Access and the amount of frontage from 600 West will not be altered.

**HIGHEST AND BEST USE – AFTER ACQUISITION:** This section of the report addresses any changes to the highest and best use after the acquisition from the highest and best use before the acquisition. Any physical differences are outlined above. No major detrimental physical changes are noted, and the remainder will have similar utility in comparison to the before condition. The highest and best use as vacant remains for light industrial development and is unchanged from the before condition.

## Data Analysis and Conclusions – After Acquisition

**VALUATION OF THE QUIT CLAIM DEED:** The location of the quit claim deed has been previously outlined and Project Parcel No.: 351:3Q contains a total of 10,789 square feet, or 0.248 acre. The method used to arrive at a value for the quit claim deed was to first appraise the property as a whole. The land value of the subject as a whole is estimated at \$8.50 per square foot. The value of the quit claim deed is calculated based on a pro-rata breakdown of the land value per square foot. The total value of the quit claim deed is calculated as follows:

- **Quit Claim Deed Parcel No.: 351:3Q**

-- 10,789 SF x \$8.50 per square foot = \$91,707

**DESCRIPTION AND VALUATION OF THE IMPROVEMENTS ACQUIRED/IMPACTED:** As per Federal and State right-of-way appraisal requirements, the contributory value of all landscaping and site improvements within the acquisitions is typically required to be included in the compensation in a right-of-way situation. Contributory value is a real estate term that refers to the contribution that a particular component (i.e. fences, landscaping, trees, etc.) has to the overall value of the whole property. Contributory value takes into consideration the degree of depreciation for a particular site improvement item/component and primarily compensates for the added value of that specific component to the value of the whole and differs from replacement cost new. This area of consideration focuses on those site/landscaping improvements that do not need to be replaced or cannot reasonably be replaced. Deduction for depreciation is necessary when considering site improvement acquired items.

It is important to note that the area of quit claim deed is outside the existing fenceline for the defined larger parcel and is already effective being used by SSLC. There are numerous site improvement items within the quit claim deed area, including trees, gravel/crushed rock, grass, dog runs, lateral fencing, parking lot improvements, etc. These site improvements are within the defined larger parcel under UDOT ownership but were installed and are being maintained by SSLC. As per the specific instruction of the

client, all site, landscaping and other improvements within the quit claim deed are excluded from consideration and no compensation or other consideration is included in the appraised value(s) outlined herein.

Thus, compensation for any site improvements within the area of the quit claim deed is not necessary and site improvements acquired is shown as \$0 herein.

**VALUE OF THE REMAINDER AS PART OF THE WHOLE:** The value of the remainder as part of the whole is calculated by deducting the value of the partial fee acquisition, perpetual easement and/or pertinent site improvements acquired (site improvements acquired is only deducted if the vertical improvements are appraised) from the Market Value of the Subject as a Whole, or the value in the Before Condition. This calculation is made prior to measuring any damages to the remainder, temporary easement and/or cost to cure. This is calculated as follows:

Market Value of the Subject as a Whole	=	\$1,512,881
Less: Value of Partial Fee Acquisition	=	(\$91,707)
Less: Perpetual Easement	=	(\$0)
<b>Market Value of the Remainder as Part of the Whole =</b>		<b>\$1,421,174</b>

**DAMAGES TO THE REMAINDER:** In cases involving a partial fee or other acquisition, an analysis of damages and special benefits is necessary for the remaining portion of the parcel to determine if there is any loss in value to the remainder of the subject property in the after condition as a result of the partial acquisition, and/or if there are any special benefits resulting from the partial acquisition that may be used to offset damages. The International Right of Way Association defines damages as: "In condemnation, the loss in value to the remainder in a partial taking of a property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of value of the part taken and the damages to the



remainder.”<sup>9</sup> Damages are typically classified as either consequential damages, or severance damages. Consequential damages and severance damages are defined as follows:

- Consequential Damages:

*Consequential damages are defined as a “loss in value of a parcel of land, no portion of which is acquired, resulting from a public improvement.”<sup>10</sup>*

- Severance Damages:

*Severance damages are defined as a “loss in value of the remainder of a parcel resulting from an acquisition, sometimes called indirect damages.”*

*Severance damages are also defined as “the diminution of the market value of the remainder area, in the case of a partial taking, which arises (a) by reason of the taking (severance), and/or (b) the construction of the improvement in the manner proposed.”<sup>11</sup>*

The subject will be impacted by a quit claim deed only, which is relatively small and the change in land size is  $\pm 6\%$ , which is a very minor reduction. Thus, all physical aspects of the remainder will be relatively unchanged in the after condition in comparison to the before condition. The subject will remain a legally conforming lot of record and will be fully utile and developable. Legal access from 600 West will not be altered and the shape will remain similar to the before condition. Adequate width and depth will remain to accommodate typical light industrial/commercial users as outlined in the highest and best use section of the report, and the remainder will have wide market appeal, if it were to vacant and became available on the open market. In summary, severance damages are not necessary and are shown as \$0 herein. No change in market value is apparent and the value of the remainder is unchanged at \$8.50 per square foot.

---

<sup>9</sup> Principles of Right of Way, International Right of Way Association, Torrance, California, 2001, pg.208

<sup>10</sup> IBID, pg.207

<sup>11</sup> IBID, pg.216, 222

**COST TO CURE:**

As per the scope of work agreement previously explained, any site improvements acquired and/or cost to cure items are excluded. Thus, cost to cure is not necessary and is shown as \$0 herein.

**BENEFITS:** In the subject jurisdiction, special benefits are generally used to offset severance damages resulting from a partial acquisition. The International Right of Way Association defines special benefits as “advantages accruing from a given highway improvement to a specific property and not to others generally.”<sup>12</sup>

As noted in the Supreme Court decision on Admiral Beverage (File No. 20081054, filed 10-18-11), a previous case was overturned on Ivers v. Utah Department of Transportation, 2007 UT 19, 154 P.3d 802, in which allows for “recovery of all damages that are caused by a taking.” This excludes certain potential damages, such as reduced traffic flow during and after a project. The case is interpreted by the Utah Attorney General's office to allow for all potential impacts both positive and negative to be accounted for in consideration of a partial fee acquisition. Prior to the ruling, only special benefits could offset damages. However, all benefits can now be considered, but only to offset severance damages and not acquisitions.

Severance damages have not been concluded and any offsetting benefits, of which none are apparent, do not apply. In summary, benefits do not apply and are shown as \$0 herein.

---

<sup>12</sup> Principles of Right of Way, International Right of Way Association, Torrance, California, 2001, pg.216

## Summary of Values

A.) VALUE OF THE SUBJECT AS A WHOLE PROPERTY		
Subject Land -- 177,986 SF x \$8.50 per square foot	=	\$1,512,881
Contributory Value of Improvements (N/A)	=	\$ <u>0</u>
Total	=	\$1,512,881
B.) VALUE OF THE ACQUISITIONS: (A-C)		
Quit Claim Deed: 15-7:351:3Q	=	\$ 91,707
Site Improvements Acquired:	=	\$ <u>0</u>
Total	=	\$ 91,707
C.) VALUE OF THE REMAINDER AS PART OF THE WHOLE (A-B)		
Land: 177,986 SF – 10,789 SF = 167,197 SF @ \$8.50/SF	=	\$1,421,175
Plus: Improvements Contributory Value	=	\$ 0
Less: Perpetual Easement	=	\$ (0)
Less: Site Improvements Acquired	=	\$ <u>(0)</u>
Total	=	\$1,421,175
D.) VALUE OF THE REMAINDER AFTER THE ACQUISITION (C-D+E)		
Remainder as part of the whole	=	\$1,421,175
Less: Temporary Easement	=	\$ (0)
Less: Severance Damages	=	\$ <u>(0)</u>
Value of Remainder Parcel	=	\$1,421,175
E.) DAMAGES		
Temporary Construction Easement	=	\$ 0
Severance Damages:	=	\$ 0
Cost To Cure:	=	\$ <u>0</u>
Total	=	\$ 0
F.) SPECIAL BENEFITS		
Special Benefits:	=	\$ <u>0</u>
G.) TOTAL AWARD (A-F)		
Partial Fee Acquisition	\$	91,707
Perpetual Easements	\$	0
Temporary Easements	\$	0
Improvements Acquired	\$	0
Severance Damages	\$	0
Less: Special Benefits	(\$	0)
Cost To Cure	\$	<u>0</u>
Total Award	\$	91,707
Rounded to	\$	91,800

## Reconciliation and Final Estimate of Value

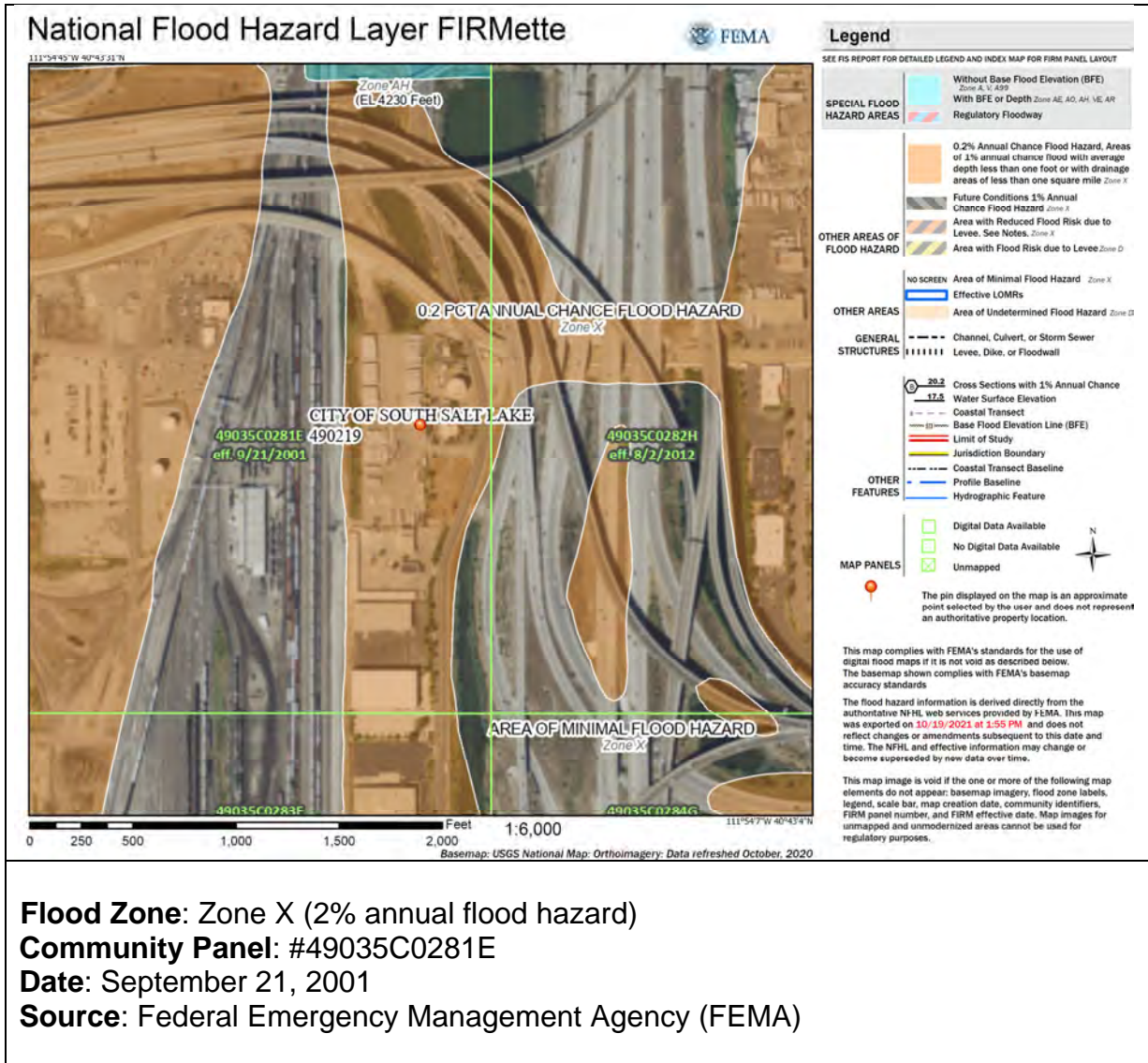
In order to value the proposed acquisition(s), the Sales Comparison Approach was used to formulate an opinion of the market value of the subject land. This method adequately accounts for investor motivation, which is directly tied to the principle of substitution, which states that a potential buyer will pay no more for a property than he or she would for a similar property with comparable characteristics and utility.

After analyzing all of the data presented in the report, I am of the opinion that the market value of the quit claim deed, as of October 18, 2021, is:

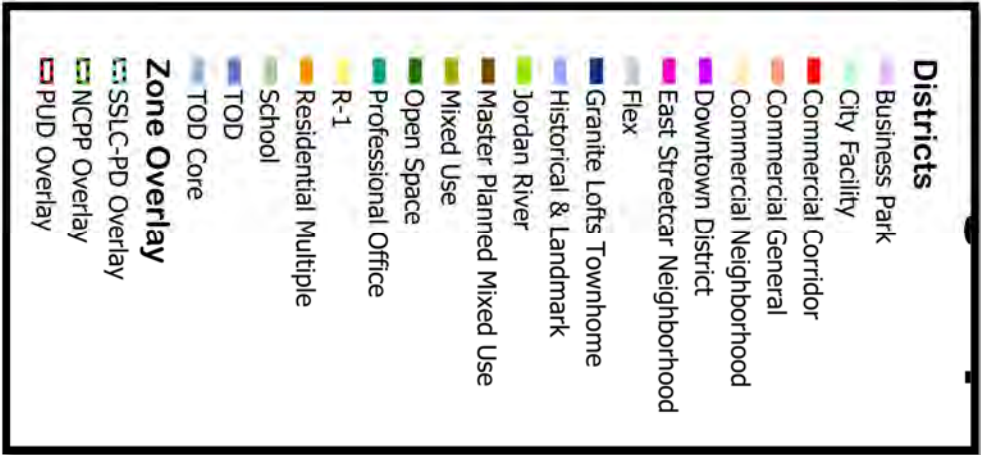
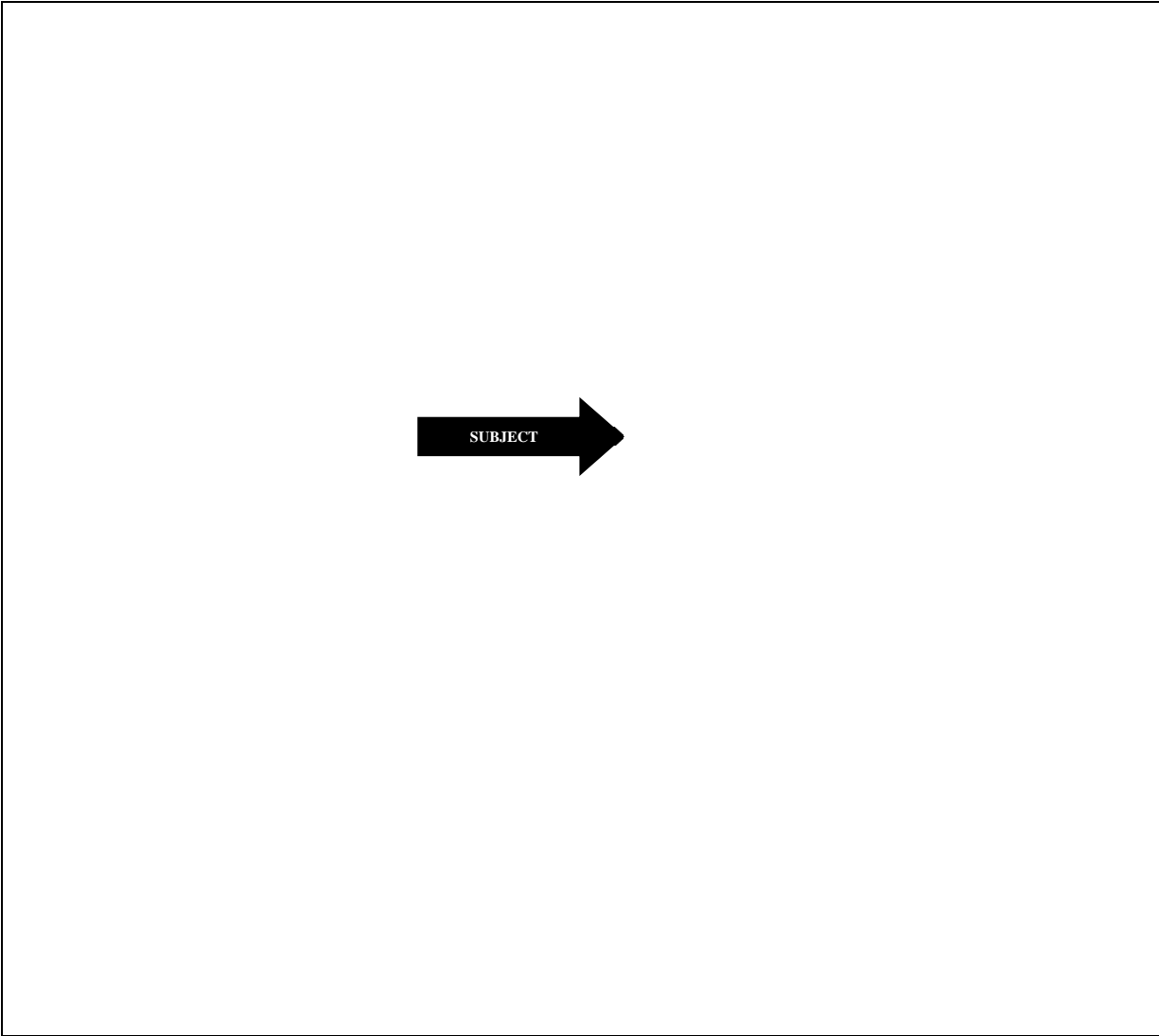
<p style="text-align: center;"><b>NINETY-ONE THOUSAND EIGHT HUNDRED DOLLARS</b> <b>(\$91,800)</b></p>
---

# Exhibits & Addenda

## FEMA FLOOD MAP

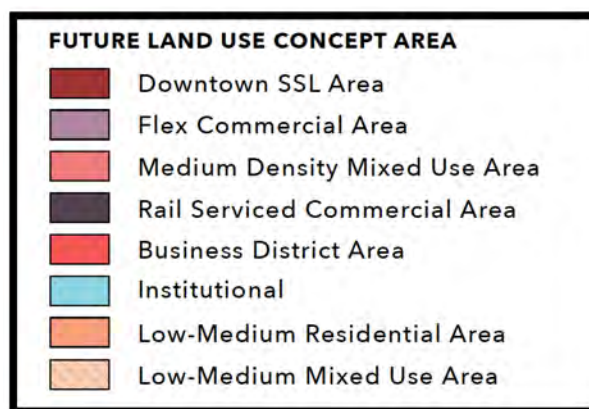
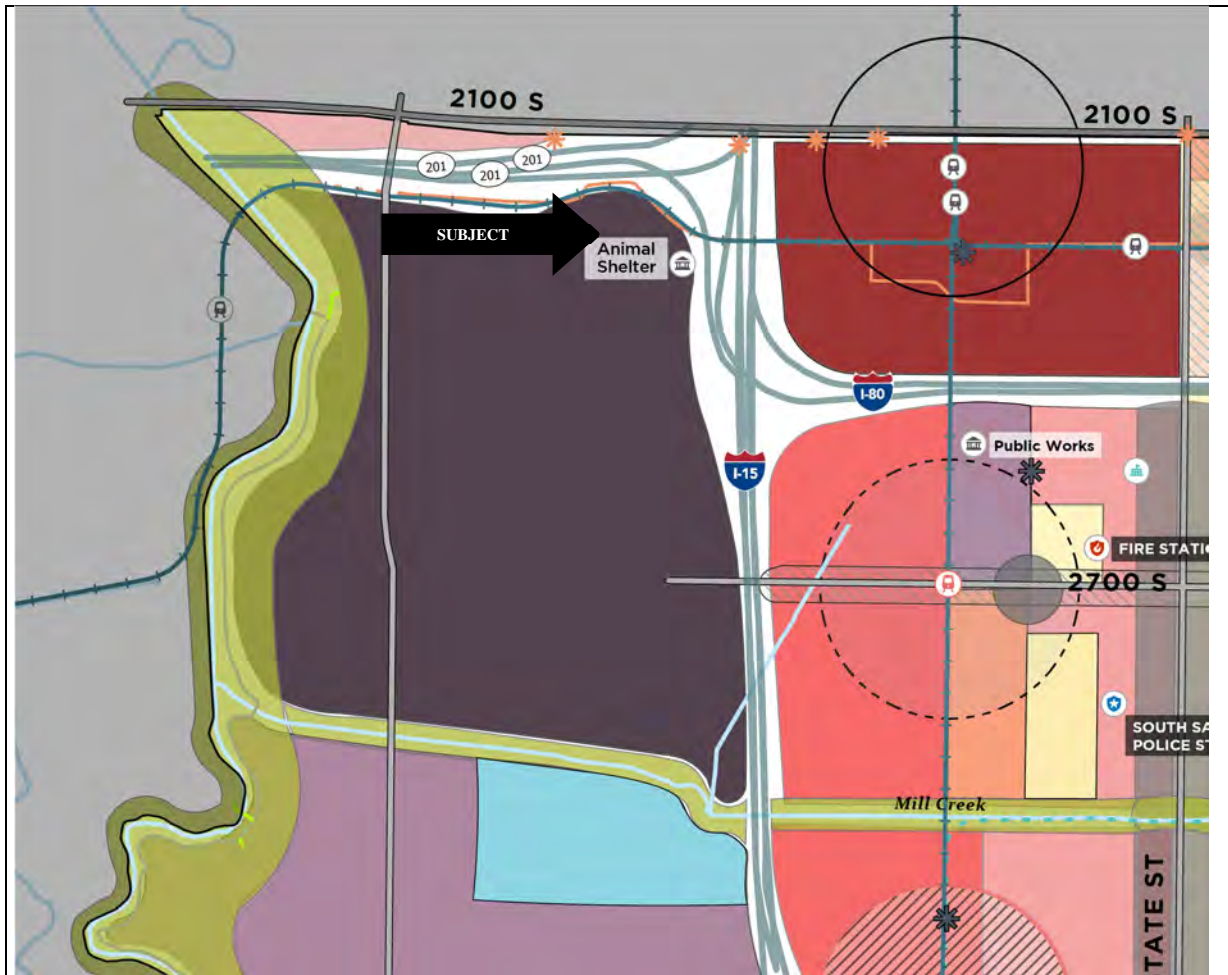


**CURRENT ZONING MAP**





## FUTURE LAND USE MAP



# County Information



Office of the Salt Lake County Auditor  
**2021 Notice of Property Valuation & Tax Changes**  
 Scott Tingley, CIA, CGAP  
 Salt Lake County Auditor  
[www.slco.org/property-tax/](http://www.slco.org/property-tax/)

SEE BELOW FOR  
 APPEAL RIGHTS

15-24-151-015-0000  
 UTAH DEPARTMENT OF  
 C/O UDOT RIGHT OF WAY  
 PO BOX 148420  
 SALT LAKE CITY UT 84114

Property Location: 2270 S 600 W  
 Acres: 4.09  
 Above Ground Sq Ft:  
 Tax Area: 14A  
 Type: 955 EXEMPT PROPERTY  
 Last Review: 2019  
 Parcel Number: 15-24-151-015-0000

<b>2021 Market Value</b> \$940,700	<b>2021 Proposed Property Tax</b> \$.00	<b>Appeal to County Board of Equalization by</b> 09/15/21
---------------------------------------	--	--

### NOTICE OF PROPERTY VALUATION

Assessment Type	2021 Market Value	2020 Market Value	COMPARE	RIGHT TO APPEAL
FULL MARKET VALUE	\$940,700	\$923,600		If you believe the assessed value of your property is incorrect, you may begin the appeal process by filing an Appeal Form with the County Auditor by 09/15/21. Visit <a href="http://slco.org/property-tax/">slco.org/property-tax/</a>
EXEMPT/OWNERSHIP REDUCTION	<940,700>	<923,600>		
TOTAL TAXABLE VALUE	\$0	\$0		

For detailed property valuation information visit [slco.org/assessor/](http://slco.org/assessor/)

### NOTICE OF TAX CHANGES

TAXING ENTITY	2021 IF TAX INCREASE APPROVED		2021 IF NO BUDGET CHANGE		2021 CHANGE IF INCREASE APPROVED		2020		RIGHT TO BE HEARD
	Rate	Tax	Rate	Tax	Tax	%	Rate	Tax	A public meeting will be held
									Date/Time/Place
GRANITE SCHOOL DISTRICT	.005336	.00	.004210	.00			.005656	.00	AUG 12 6:00 PM 2500 SOUTH STATE STREET
STATE BASIC SCHOOL LEVY	.001661	.00	.001661	.00			.001628	.00	
UT CHARTER SCHOOL-GRANITE	.000108	.00	.000108	.00			.000113	.00	
SALT LAKE COUNTY	.001777	.00	.001777	.00			.001948	.00	AUG 11 6:00 PM 8215 SOUTH 1300 WEST AUG 16 6:00 PM 1426 E 750 N BLDG 2 OREM
SOUTH SALT LAKE CITY	.001536	.00	.001536	.00			.001597	.00	
SL COUNTY LIBRARY	.000474	.00	.000474	.00			.000515	.00	
SO SL VALLEY MOSQUITO	.000012	.00	.000012	.00			.000013	.00	AUG 11 6:00 PM 8215 SOUTH 1300 WEST AUG 16 6:00 PM 1426 E 750 N BLDG 2 OREM
JORDAN VALLEY WATER CONS	.000369	.00	.000337	.00			.000366	.00	
CENTRAL UT WATER CONSERV	.000400	.00	.000375	.00			.000400	.00	
MULTI COUNTY ASSESS/COLL	.000012	.00	.000012	.00			.000012	.00	AUG 11 6:00 PM 8215 SOUTH 1300 WEST AUG 16 6:00 PM 1426 E 750 N BLDG 2 OREM
COUNTY ASSESS/COLL LEVY	.000196	.00	.000196	.00			.000210	.00	
TOTAL	.011881	.00	.010698	.00			.012458	.00	

**VALUES DO NOT INCLUDE TAX RELIEF, DELINQUENT TAXES, PERSONAL PROPERTY TAXES, OR SPECIAL ASSESSMENTS. THIS IS NOT A BILL. DO NOT PAY.**



Text: Larger - Smaller | [Translate](#)

Q

Search Salt Lake County

[SLCo](#) / [Assessor](#) / [Search](#) / Parcel 15241510150000

[Parcel Search](#) Q

This page shows the assessor's CAMA data, as it was, on May 22, 2021.

Parcel	15-24-151-015-0000
Owner	UTAH DEPARTMENT OF TRANSPORTATION
Address	2270 S 600 W
Total Acreage	4.09
Above Grade sqft.	
Property Type	955 - OTHER-EXEMPT
Tax District	14A
2021 Land Value	\$ 940,700
2021 Building Value	\$ 0
2021 Market Value	\$ 940,700
% Exempt	100
Exempt Type	TOTAL



40.721662370  
-111.907448060 #

Value History

		Land Value	Building Value	Market Value
2020	1	\$ 923,600	\$ 0	\$ 923,600
2019	1	\$ 889,400	\$ 0	\$ 889,400
2018	1	\$ 889,400	\$ 0	\$ 889,400
2017	1	\$ 872,300	\$ 0	\$ 872,300
2016	1	\$ 872,300	\$ 0	\$ 872,300

Land Record	15-24-151-015-0000
Record ID 1	
Lot Use	INDUSTRIAL
Lot Type	PRIMARY-SQFT
Land Class	
Income Flag	
Seasonal use	
Influence Type	
Influence Effect	
Assmt. Class	COM-SECONDRY
Lot Depth	
Acres	4.09

Lot Location	INTERIOR
Neighborhood	6870
Nbhd Type	STATIC
Nbhd Effect	TYPICAL
Topography	LEVEL
Traffic	LIGHT
Traffic Influence	
Street type	TWO-WAY
Street Finish	PAVED
Curb Gutter	N
Sidewalk	N

Legal Description 15-24-151-015-0000

BEG 626.11 FT E & 1339.45 FT S FR NW COR SEC 24, T 1S, R 1W, SLM; S 0°03' W 583.11 FT; S 89°57' E 56.54 FT; N 20°22'30" E 215.59 FT; S 69°37'30" E 285.07 FT M OR L; N 20°22'30" E 320FT; N 69°37'30" W 67.53 FT S'LY 105.76 FT ALG A 616.17 FT RADIUS CURVE TO R; S 89°45'45" W 143.03 FT; N 1°42'15" W 388.22 FT TO D & R GW RR R OF W; W'LY ALG SD RR R OF W TO BEG. 4.09 AC M OR L. 5934-0687 6255-2834 7824-647

[Back to Top](#)

## Resources

- [Printer Friendly Version](#)
- [Classic Parcel View](#)
- [Property Tax Information](#)
- [Legal Description](#)
- [Property Type Search](#)
- [Interactive Parcel Map](#)
- [Neighborhood Values](#)
- [Adjoining Values](#)

### Assessor

2001 South State Street N2-600  
Salt Lake City, UT 84114-7421  
(385) 468-8000 [Email](#)  
Hours: M-F 8am-5pm



# UDOT Legal Descriptions

# OWNERSHIP RECORD

Deed Search by: KPM

Date: 2/22/21

County: Salt Lake

PIN: 990010

Parcel: 15-7:351

Type Ownership: Government

Tax ID Nos.: 15-24-151-015

Project No. IR-15-7(185)308

Recorded Owners: Utah Department of Transportation

Owner Address: 4501 South 2700 West, Salt Lake City, UT 84114

Property Address: 2270 South 600 West, South Salt Lake City, UT 84115

Percent Owned: 100%

## CHAIN OF TITLE

**Vesting Instrument Tax ID: 15-24-151-015**

Grantor: South Salt Lake City

Grantee: Utah Department of Transportation

Entry No.	Book	Page	Type Inst.	Date Signed	Date Recorded
4970753	6255	2834	Special Warranty Deed	09/25/1990	09/27/1990

Deed Description (verbatim from record):

Two parcels of land situate in the Northwest Quarter of Section 24, T. 1 S., R. 1 W., S.L.B. & M. The boundaries of said parcels of land are described as follows:

Beginning at the intersection of westerly right of way line of 600 West Street and the southerly boundary line of the reservoir site of South Salt Lake City at the Southeast corner of the tract or parcel of land described in that certain Correction Quit Claim Deed recorded as Entry No. 2279674 in Book 2736 at Page 105 in the office of the Salt Lake County Recorder, Utah, which point is 1285.63 feet east, 1340.18 feet south, 78.45 feet westerly along the southerly right of way line of the Denver and Rio Grande Western Railroad Company Sugar House Spur along the arc of a 1005.37-foot radius curve to the right and 211.13 feet S. 20°22'30" W. along said westerly right of way line from the Northwest corner of said Section 24; and running thence S. 20°22'30" W. 320.00 feet along said westerly right of way line; thence N. 69°37'30" W. 285.07 feet; thence S. 20°22'30" W. 215.59 feet; thence N. 89°57'00" W. 56.54 feet to a point 50.00 feet perpendicularly distant easterly from the easterly right of way line of said railroad; thence N. 0°03'00" E. 583.11 feet along a line parallel to said easterly right of way line to a point in the southerly right of way line of said railroad; thence Northeasterly 439.36 feet along said southerly right of way line along the arc of a 309.30-foot radius curve to the right, to the Northwest corner of said reservoir site; thence S. 20°22'30" W. 215.26 feet to the Southwest corner of said reservoir site; thence S. 69°37'30" E. 205.00 feet to the point of beginning. The above described parcel of land contains 4.87 acres, more or less.



Notes(s): 1. All descriptions in deed are not cited because they are not contiguous

**Less from Tax ID: 15-24-151-015**

Grantor: Utah Department of Transportation  
Grantee: City of South Salt Lake

Entry No.	Book	Page	Type Inst.	Date Signed	Date Recorded
6807628	7824	649	Quit Claim Deed	12/02/1997	12/05/1997

Deed Description (verbatim from record):

A tract of land situate in the SW1/4NW1/4 of Section 24, T. 1 S., R 1 W., S.L.B.&M. The boundaries of said tract of land are described as follows:

Beginning at point which is 391.860 meters East and 408.487 meters South and 23.902 meters N. 76°33'12" W. and 64.352 meters S. 20°22'30" W. and 69.476 meters N. 69°37'30" W. from the Northwest Corner of said Section 24 (Note: said point of beginning is also 281.078 meters East and 439.066 meters South from the Northwest Corner of said Section 24); and running thence S. 69°37'30" E. 48.892 meters; thence Southerly 32.236 meters along the arc of a 187.809-meter radius curve to the right (Note: Radius at the beginning of said curve bears S. 86°27'05" W. Chord to said curve bears S. 01°22'06" W. for a distance of 32.196 meters); thence S. 89°45'45" W. 43.595 meters; thence N. 01°42'15" W. 49.412 meters to the point of beginning. The above described parcel of land contains 1835.7 square meters.

(Note: Rotate above bearings 00°14'15" clockwise to equal highway bearings)

(Note: To obtain distance in feet, divide above distances by 0.3048. Multiply above area by 10.7639 to obtain square feet)

Notes(s): 1. 1835.7 square meters equals 19,759 square feet or 0.454 acre.

**Also Less from Tax ID: 15-24-151-015**

Grantor: Utah Department of Transportation  
Grantee: City of South Salt Lake

Entry No.	Book	Page	Type Inst.	Date Signed	Date Recorded
6807627	7824	647	Quit Claim Deed	12/02/1997	12/05/1997

Deed Description (verbatim from record):

A tract of land situate in the NW1/4NW1/4 and the SW1/4NW1/4 of Section 24, T. 1 S., R 1 W., S.L.B.&M. The boundaries of said tract of land are described as follows:

Beginning at point which is 391.860 meters East and 408.487 meters South and 23.902 meters N. 76°33'12" W. and 64.352 meters S. 20°22'30" W. and 69.476 meters N. 69°37'30" W. from the Northwest Corner of said Section 24 (Note: said point of beginning is also 281.078 meters East and 439.066 meters South from the Northwest Corner of said Section 24); and running thence N. 01°42'15" W. 68.918 meters to a point on the southerly right of way line of the Denver and Rio Grande Western Railroad Company Sugar House Spur; thence Southeasterly 33.115 meters along said southerly right of way line and along the arc of a 94.275-meter radius curve to the right (Note: Radius at the beginning of said curve bears S. 07°15'39" W. Chord to said curve bears S. 72°40'35" E. for a distance of 32.945 meters); thence S. 20°22'30" W. 65.617 meters; thence N. 69°37'30" W. 6.993 meters to the point of beginning. The above described parcel of land contains 1334.5 square meters.

(Note: Rotate above bearings 00°14'15" clockwise to equal highway bearings)

(Note: To obtain distance in feet, divide above distances by 0.3048. Multiply above area by 10.7639 to obtain square feet)

- Notes(s):
1. 1334.5 square meters equals 14,364 square feet or 0.330 acre.
  2. Area by County Assessment is 4.09 acres.
  3. Area by Deed is 177,986 square feet or 4.086 acres, more or less.

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right-of-Way, Fourth Floor  
4501 South 2700 West  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

Salt Lake County

Tax ID No. 15-24-151-015

PIN 990010

Project No. IR-15-7(185)308

Parcel No. 15-7:351:3Q

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right-of-Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to \_\_\_\_\_, Grantee\_, at \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_ zip \_\_\_\_\_, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land, being part of an entire tract of property in the NW1/4NW1/4 and the SW1/4NW1/4, of Section 24, T. 1 S., R. 1 W., S.L.B.& M. The boundaries of said tract of land are described as follows:

Beginning at a point in the easterly boundary line of said entire tract, said point being that common point of beginning as contained in those Quit Claim Deeds recorded in the Salt Lake County Recorder's Office as Entry Numbers 6807628 and 6807627, in Book 7824 at Pages 647-650, said point also being 922.17 feet East and 1440.50 feet South from the Northwest Corner of said Section 24; and running thence S.1°42'15"E. 162.11 feet along said easterly boundary line; thence S.89°45'45"W. 34.01 feet to the

extension of an existing fence; thence N.0°08'50"E. 390.17 feet along said fence and extension thereof to a point on the southerly right of way line of the Denver and Rio Grande Western Railroad; thence easterly 21.55 feet along the arc of a 309.30-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.84°44'09"E. for a distance of 21.55 feet, Central Angle = 3°59'34") along said southerly railroad right of way line to a northeast corner of said entire tract; thence S.1°42'15"E. 226.11 feet along said easterly boundary line to the point of beginning.

The above described tract of land contains 10,789 square feet in area or 0.248 acre.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on this tract.

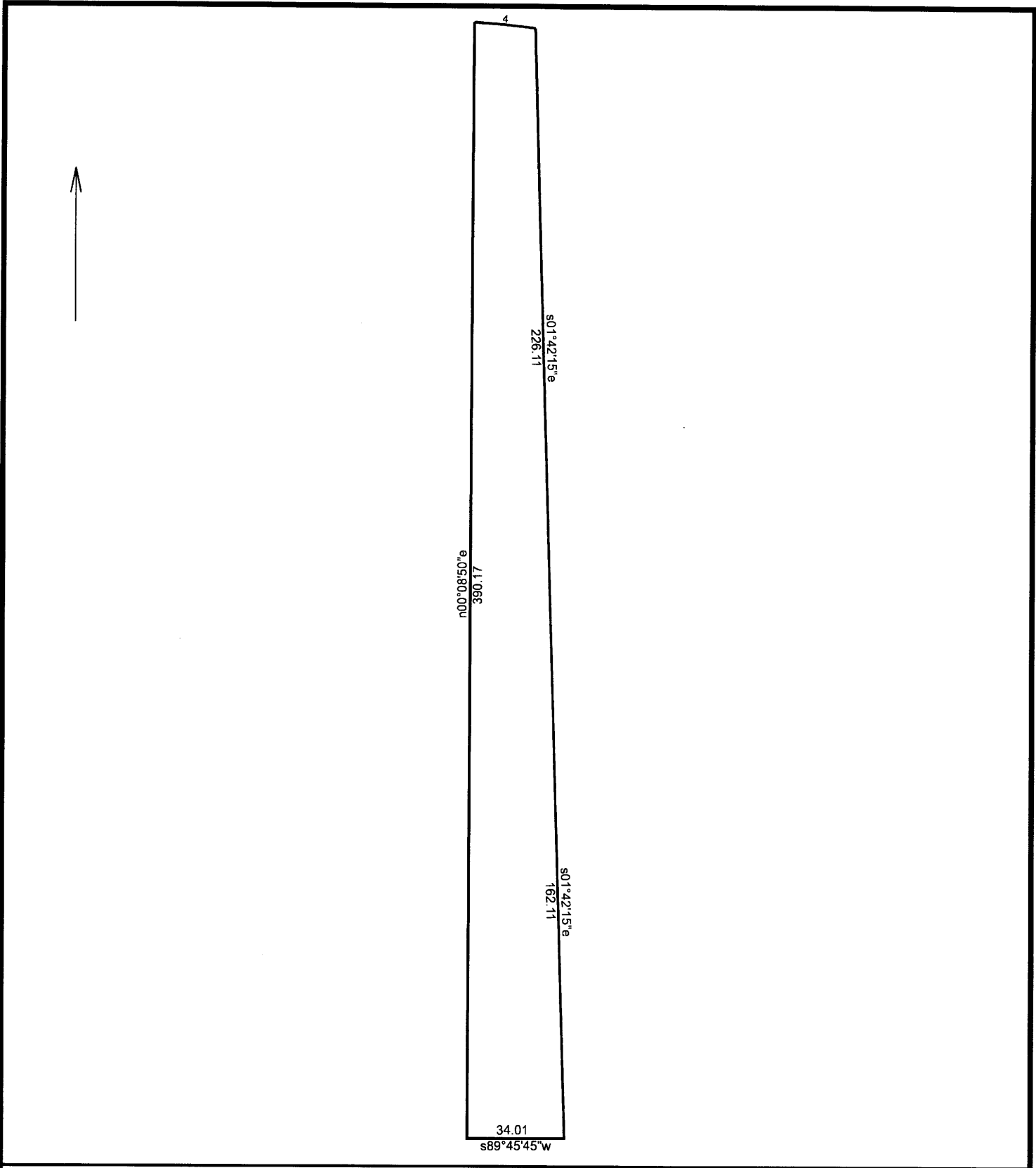
Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Continued on Page 3

STATE OF ) UTAH DEPARTMENT OF TRANSPORTATION  
) ss.  
COUNTY OF ) By \_\_\_\_\_  
Director of Right-of-Way

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the Director of Right-of-Way of the Utah Department of Transportation and that said document was signed by him/her on behalf of said Utah Department of Transportation.

\_\_\_\_\_  
Notary Public



Parcel 351:3Q

3/1/2021

Scale: 1 inch= 45 feet

File: 990010\_IR-15-7(185)308\_03Q\_351\_3Q\_DeedPlot.ndp

Tract 1: 0.2477 Acres (10790 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/223651), Perimeter=834 ft.

- 01 s01.4215e 162.11
- 02 s89.4545w 34.01
- 03 n00.0850e 390.17
- 04 Rt, r=309.30, delta=003.5934, chord=s84.4409e 21.55
- 05 s01.4215e 226.11

# Assumptions and Limiting Conditions



**ASSUMPTIONS AND LIMITING CONDITIONS**

1. This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. The report is written in a full narrative format, but some supporting documentation concerning the data, reasoning, and analyses may be retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. For purposes of this appraisal, any marketing program for the sale of the property would assume cash or its equivalent.
3. No detailed soil studies covering the subject property were available for this appraisal. It is therefore assumed that soil conditions are adequate to support standard construction consistent with highest and best use.
4. The date of value to which the conclusions and opinions expressed in this report apply, is set forth in the letter of transmittal. Further, the dollar amount of any value opinion rendered in this report is based upon the purchasing power of the American dollar existing on that date.
5. The appraisers assume no responsibility for economic or physical factors, which may affect the opinions in this report that occur after the valuation date.
6. The appraisers reserve the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.
7. No opinion as to title is rendered. Data relating to ownership and legal description was obtained from the client or public records and is considered reliable. Title is assumed to be marketable and free and clear of all liens, encumbrances, easements and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management, and available for its highest and best use.
8. If no title policy was made available to the appraisers, they assume no responsibility for such items of record not disclosed by customary investigation.
9. The appraisers assume no responsibility for hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for arranging for engineering studies that may be required to discover them.
10. The property is appraised assuming it to be in full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated.
11. The property is appraised assuming that all applicable zoning and use regulations and restrictions have been complied with, unless otherwise stated.

ASSUMPTIONS AND LIMITING CONDITIONS (CONTINUED)

12. The property is appraised assuming that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless otherwise stated.
13. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separated allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
14. No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area was taken from sources considered reliable and no encroachment of real property improvements is considered to exist.
15. No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.
16. Maps, plats and exhibits included in this report are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from the report.
17. No opinion is intended to be expressed for matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by the real estate appraisers.
18. Possession of this report, or copy of it, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
19. Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal, unless such arrangements are made a reasonable time in advance.
20. The appraisers have personally inspected the subject property and found no obvious evidence of structural deficiencies, except as may be stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake or occupancy codes can be assumed without provision of specific professional or government inspections.

### ASSUMPTIONS AND LIMITING CONDITIONS (CONTINUED)

21. Unless otherwise noted, no consideration has been given in this appraisal to the value of the property located on the premises which is considered by the appraisers to be personal property, nor has consideration been given to the cost of moving or relocating such personal property; only the real property has been considered.
22. Information obtained for use in this appraisal is believed to be true and correct to the best of our ability; however, no responsibility is assumed for errors or omissions, or for information not disclosed which might otherwise affect the valuation estimate.
23. Unless otherwise stated in this report, the appraisers signing this report have no knowledge concerning the presence or absence of toxic materials in the improvements and/or hazardous waste on the land. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them.
24. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the Appraisal Institute.
25. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraiser.
26. This analysis assumes no environmental hazards exist on site that would adversely affect the final value estimate. Review of a Phase I Environmental Site Assessment performed by a qualified engineer/firm is recommended.

### **CONSIDERATION OF HAZARDOUS SUBSTANCES IN THE APPRAISAL PROCESS**

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraisers become aware of such during the appraiser's inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

## **AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the Property.

## **COVID-19 STATEMENT AND DISCLOSURE:**

As of the date of the report, there is current uncertainty in the market with the pathogen COVID-19, known as Coronavirus. It is unclear as of the date of this appraisal how the Coronavirus will affect the real estate market. This is a relatively new event as of the date of this appraisal that has resulted in a disruption in the global economy and supply chains, restrictions in travel and social events and stock market volatility. It is unclear how long the virus will impact the economy. Varying opinions exist. Investors, lenders, real estate professionals and market participants have been interviewed as the COVID-19 has progressed and restrictions enlarged during the course of this assignment, as well as multiple articles reviewed. At this point, it is common belief that the Coronavirus will have a slowing affect on real estate activity, but timing and duration is uncertain. Net operating income could destabilize if conditions worsen. Lowering interest rates may help offset some of the negative downturn. The appraisal analysis and conclusions herein are based on current data as available as of the date of the report. Impacts of the Coronavirus on the real estate market are highly subjective with limited supportable market data as of the date of this report.

It is important to note that this appraisal is based on the effective date of valuation (October 18, 2021) as if the subject sold on that date, and does not forecast future market value or consider future events. The indicated market values as stated herein are based on current market conditions and available data as of the appraisal report date. Unless otherwise noted, the valuation methods do not attempt to adjust for current uncertainty due to Covid-19. The appraiser cannot be held responsible for unforeseeable COVID-19 events and restrictions that alter market conditions subsequent to the appraisal report date. If economic conditions weaken or decline any values shown in this report would likely decrease and/or additional analysis would be necessary.

## **SPECIFIC LIMITING CONDITIONS, EXTRAORDINARY ASSUMPTIONS AND/OR HYPOTHETICAL CONDITIONS**

Referencing the 2020-2021 Uniform Standards of Professional Appraisal Practice, an *extraordinary assumption* is “an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.”

1. An extraordinary assumption is made that the information received from the client, property owners, county, and city that was relied upon to formulate an opinion of value is correct and reliable.

# Qualifications of Appraisers

QUALIFICATIONS OF APPRAISER	
KENDALL S. MITCHELL, MAI	
<a href="mailto:ken@valueutah.com">ken@valueutah.com</a>	
EDUCATION/TRAINING	
BA; Family Economics & Consumer Studies	University of Utah; June 1996
- <i>Emphasis of Market Research Techniques</i>	- <i>Emphasis on Economic Principles</i>
- <i>Emphasis on Statistical Analysis</i>	- <i>Emphasis on Financial Theory</i>
Fundamental Appraisal (101)	O'Brien Real Estate School; May 2001
Appraising Residences (102)	O'Brien Real Estate School; June 2001
Standards of Professional Practice (USPAP)	O'Brien Real Estate School; February 2001
Residential Case Study 2-4 Units (104)	O'Brien Real Estate School; April 2001
Basic Income Capitalization (310)	Appraisal Institute; October 2002
Advanced Cost and Sales Approach (530)	Appraisal Institute; May 2003
Eminent Domain for Appraisers and Attorneys	National Highway Institute; January 2004
Highest and Best Use & Market Analysis (520)	Appraisal Institute; June 2005
Advanced Income Capitalization (510)	Appraisal Institute; September 2005
National USPAP 7-hour Update Course	Every two (2) years as required since 2004
UDOT Right of Way Appraiser Seminar	UDOT; May 2006
Utah Law of Eminent Domain	Utah Land Use Institute; February 2008
Appraising from Blueprints and Plans	Appraisal Institute; March 2008
Small Hotel/Motel Valuation; Limited Lodging	Appraisal Institute; March 2008
Report Writing and Valuation Analysis (540)	Appraisal Institute; January 2009
Appraisal Institute Symposium	Appraisal Institute; March 2010
Eminent Domain Seminar	The Utah Land Use Institute; February 2011
Legislative Report to Appraisers	Utah Association of Appraisers; April 2012
Utah Appraiser Supervisor & Trainee Course	Appraisal Institute; February of 2014
Reviewing Appraisals in Eminent Domain (410)	IRWA; March 2014
Rates & Ratios: Making sense of GIM's, OAR's, DCF	Appraisal Institute; April 2014
Business Practices and Ethics	Appraisal Institute; January 2016
Eminent Domain and Condemnation	Appraisal Institute; January 2016
Advanced Concepts and Case Studies	Appraisal Institute; April 2016
Advanced Income Capitalization	Appraisal Institute; May 2016
Advanced Market Analysis & Highest and Best Use (test)	Appraisal Institute; June 2016
Quantative Analysis	Appraisal Institute; July 2016
Yellow Book Changes/Updates Webinar	Appraisal Institute; January 2017
General Demonstration Report - Capstone	Appraisal Institute; September 2016
Problems in the Valuation of Partial Fee Acquisitions (431)	IRWA; November 2019
Eminent Domain Law for Right-of-Way Professionals (803)	IRWA; December 2019
PROFESSIONAL EXPERIENCE	
Researcher and Market Analyst	Bodell Van Drimmelen; August 2000 - September 2002
Licensed Appraiser & Market Analyst	Bodell Van Drimmelen; September 2002 - April 2004
Certified General Appraiser/Market Analyst	Van Drimmelen & Associates, Inc. April 2004 - Present
PROFESSIONAL AFFILIATIONS/LICENSES	
Utah State Certified General Appraiser	License # 5499685-CG00; exp 4-30-2022
Designated Member (MAI)	Appraisal Institute - Utah Chapter
Advisor to Candidates for Designation	Appraisal Institute - Utah Chapter

## APPRAISAL EXPERIENCE

I began as a Staff Researcher/Trainee for Bodell Van Drimmelen in August of 2000, and became a Licensed Appraiser in late 2002. I have been a Utah State Certified General Appraiser employed by Van Drimmelen & Associates, Inc. since April 2004. I have specialized in right-of-way appraisals my entire career and am on the UDOT approved appraiser lists for State and Local right-of-way (ROW) projects for complex ROW Appraisal Services, ROW Appraisal Review Services and Residential Appraisal/Review Services. In addition to specializing in land and right-of-way appraisals, I have extensive experience in a wide range of office, industrial, retail, residential and vacant land appraisals. I became an MAI designated member of the Appraisal Institute in early 2019. A small sampling of some of the differing types of properties that I have appraised are below.




Residential Subdivisions	Office Buildings	Hazardous Waste Facility
Service/Gas Stations	Retail Buildings	Intelligent Buildings/Data
Restaurants/Bars	Bank/Credit Union Buildings	Land Leases
Churches/Religious Buildings	Historic buildings	Animal Control Facilities
Public Parks/Municipal Uses	Landlocked land parcels	Power/Canal/Trail Corridors
Day Care Facilities	Eminent Domain Appraisals	Farm/Ranch Property
Strip Retail Shopping Centers	Partial Fee Acquisitions	Vacant Industrial land
Full Service Automobile Dealerships	Townhome/Condo Subdivisions	Residential Land and Lots
Recreational Cabins	Perpetual/Temporary Easements	Commercial land
Duplexes, Triplexes, Fourplexes	Severed Tracts/Damages	Recreational land
Convenience Stores	Federal Yellow Book	Medical Office Buildings
RV Sales and Services Sites	Campgrounds/RV Parks	Drive-in Theater
Multi-tenant Industrial Buildings	Bars/Taverns	Day Spas
Residential Paper Lots	Retirement Communities	Fitness Centers
Airplane Hangars	Valuation of Life Estates	Dive Shop
Power, Utility/Irrigation corridors	Single Family Residences (URAR)	Water Rights
Office/Warehouse Buildings	Multi-unit apartment complex	Auto Repair Shops

## CLIENT LIST (PARTIAL)

First National Bank	Cache Valley Bank	UDOT
First Community Bank	Envision Lending Group	Orem City
Jordan Credit Union	Logan City	Grand County
Amegy Bank	Murray School District	Lindon City
Zions Bank	Sunfirst Bank	South Jordan City
Bank of Utah	Frontier Bank	UTA (Utah Transit Authority)
Deseret First Credit Union	NAI Utah Real Estate Division	Granite School District
Bona Vista Water District	JUB Engineers	Sandy City
Castleview Hospital (Price)	CIT Financial	Ogden City
Central Bank	Kaysville City	South Salt Lake City
Celtic Bank	Snell & Wilmer Law Firm	Clinton City
Home Savings Bank	Maughan Law Firm	Tooele City
Kenworth Trucking Co.	West Valley City	Herriman City
Eagle Mountain City	Saratoga Springs City	West Jordan City
Bonneville Mortgage	H.W. Lochner Engineers	Lehi City
ANB Financial Corporation	Envirocare of Utah	SITLA
Frontier Bank	Salt Lake City RDA	BLM (Federal)
Wells Fargo Bank	Enterprise Financial	Wellington City
America West Bank	Staker Parsons Group	Tooele County

*\*Numerous private investors, developers, landowners, etc.*



<b>STATE OF UTAH</b>	
<b>DEPARTMENT OF COMMERCE</b>	
<b>DIVISION OF REAL ESTATE</b>	
<b>ACTIVE LICENSE</b>	
DATE ISSUED:	04/15/2020
EXPIRATION DATE:	04/30/2022
LICENSE NUMBER:	5499685-CG00
LICENSE TYPE:	Certified General Appraiser
ISSUED TO:	KENDALL S MITCHELL 774 E 2100 S SALT LAKE CITY UT 84106
	
 SIGNATURE OF HOLDER	 REAL ESTATE DIVISION DIRECTOR

Form #2

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right-of-Way, Fourth Floor  
4501 South 2700 West  
Box 148420  
Salt Lake City, Utah 84114-8420

## Quit Claim Deed

Salt Lake County

Tax ID No. 15-24-151-015

PIN 990010

Project No. IR-15-7(185)308

Parcel No. 15-7:351:3Q

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right-of-Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to \_\_\_\_\_ South Salt Lake City \_\_\_\_\_, Grantee\_, at \_\_\_\_\_ 220 East Morris Ave, South Salt Lake \_\_\_\_\_, County of \_\_\_\_\_ Salt Lake \_\_\_\_\_, State of \_\_\_\_\_ Utah \_\_\_\_\_, zip \_\_\_\_\_ 84115 \_\_\_\_\_, for the sum of \_\_\_\_\_ TEN (\$10.00) \_\_\_\_\_ Dollars, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

A tract of land for a pump station site, being part of an entire tract of property in the NW1/4NW1/4 and the SW1/4NW1/4, of Section 24, T. 1 S., R. 1 W., S.L.B.& M. The boundaries of said tract of land are described as follows:

Beginning at a point in the easterly boundary line of said entire tract, said point being that common point of beginning as contained in those Quit Claim Deeds recorded in the Salt Lake County Recorder's Office as Entry Numbers 6807628 and 6807627, in Book 7824 at Pages 647-650, said point also being 922.17 feet East and 1440.50 feet South from the Northwest Corner of said Section 24; and running thence S.1°42'15"E. 162.11 feet along said easterly boundary line; thence S.89°45'45"W. 34.01 feet to the

extension of an existing fence; thence N.0°08'50"E. 390.17 feet along said fence and extension thereof to a point on the southerly right of way line of the Denver and Rio Grande Western Railroad; thence easterly 21.55 feet along the arc of a 309.30-foot radius non-tangent curve to the right (Note: Chord to said curve bears S.84°44'09"E. for a distance of 21.55 feet, Central Angle = 3°59'34") along said southerly railroad right of way line to a northeast corner of said entire tract; thence S.1°42'15"E. 226.11 feet along said easterly boundary line to the point of beginning.

The above described tract of land contains 10,789 square feet in area or 0.248 acre.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on this tract.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

Continued on Page 3

In the event Grantee transfers the property or uses the described property for uses inconsistent with municipal infrastructure purposes, the property shall automatically revert to, vest in and become the fee property of the Utah Department of Transportation and assigns.

STATE OF ) UTAH DEPARTMENT OF TRANSPORTATION  
 ) ss.  
COUNTY OF ) By \_\_\_\_\_  
Director of Right-of-Way

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the Director of Right-of-Way of the Utah Department of Transportation and that said document was signed by him/her on behalf of said Utah Department of Transportation.

\_\_\_\_\_  
Notary Public

**Purchase Contract  
for the  
Utah Department of Transportation**

**This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.**

The Buyer, **The City of South Salt Lake** offers to purchase the Property described below from the Utah Department of Transportation. Buyer commits to deliver Earnest Money in the amount of **\$0.00**, which upon acceptance of this offer by all parties shall be deposited within 3 business days. The Earnest Money will be held by \_\_\_\_\_.

PROPERTY ADDRESS: 2250 South, 600 West, South Salt Lake, UT 84115

1. Also described as UDOT Parcel (s) # 351:3Q See Exhibit 'A'
2. **WATER RIGHTS.** No Water Rights / Shares are included in this sale.
3. **PURCHASE PRICE.** The purchase price for the Property is: \$91,800.00
4. **APPRAISAL.** This offer \_\_\_\_\_ is X is **not** contingent upon the Buyer obtaining an appraisal on the Property.
5. **FINANCING.** This offer \_\_\_\_\_ is X is **not** contingent upon the Buyer securing a loan on the property.
6. **ADDITIONAL TERMS.** There \_\_\_\_\_ are X are **not** addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. N/A
7. **CLOSING.** This transaction shall be closed on or before January 31, 2021.  
UDOT will approve the designated Title Company. UDOT does not pay any of the fees associated with closing. Possession shall be at time of recording and Buyer's portion of the property taxes shall be prorated as of closing. If applicable, Buyer agrees to take the Property subject to existing leases. Title Company to be used by buyer, \_\_\_\_\_.
8. **SURVEY.** UDOT will not accept a revised legal description. If the buyer chooses to contract with an outside company for a survey it will be the responsibility of the surveyor to work with the county to change the legal description after closing.
9. **SELLER DISCLOSURES, WARRANTIES AND REPRESENTATIONS.** Buyer understands that Seller acquired the Property for road purposes and makes no representation concerning the condition of the Property. Buyer agrees to accept the Property in "as is" condition, including any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects were discoverable through an inspection or not. Buyer acknowledges that Seller, its agents and representatives negates and disclaims any representation, warranties, promises, covenants, agreements or guarantees, implied or express, in respect to the following:
  - 9.1 The conformity of the property to any zoning, land use or building code requirements or compliance with any laws, rules or ordinances of state and local government; and

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

**9.2** The closing of this sale shall constitute acknowledgement by the Buyer that they had the opportunity to retain an independent, qualified professional to inspect the Property and that condition of the Property is acceptable to the Buyer.

**9.3** Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or assigns may incur as a result of defects that may now or hereafter exist on the property.

**10. CONDITION OF PROPERTY.** Buyer hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Property. Buyer acknowledges that neither the Department nor any agent of the Department has made any representation or warranty with respect to the condition of the Property or the suitability thereof for the conduct of Buyer, nor has UDOT agreed to undertake any modification, alteration or improvement to the Property. Buyer agrees to accept the Property in its presently existing conditions "as is," and that the Department shall not be obligated to make any improvements or modifications thereto. Buyer represents and acknowledges that it has made a sufficient investigation of the conditions of the Property existing immediately prior to the execution of the purchase agreement and is satisfied that the Property are fully fit physically and lawfully for Buyer's desired use.

**11. ANTIQUITIES.** It is understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. The Buyer shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Sections 9-8-304, 305, 306 and 307, Utah Code Annotated (1953), as amended and take such action as may be required for the protection of said "site" or "specimen."

**12. VENUE.** In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the 3<sup>rd</sup> Judicial District Court in and for Salt Lake County.

**13. AUTHORITY OF SIGNERS.** If Buyer is a corporation, partnership, trust, limited liability Company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** This contract together with its addenda, and any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

**15. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after Closing, related to this Contract **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation.

**16. ATTORNEY FEES AND COSTS.** In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation.

\_\_\_\_ Seller's Initials

\_\_\_\_ Buyer's Initials

**17. DEFAULT.** Both parties agree that the liquidated damages will be limited to 100% of the Earnest Money Deposit. Liquidated damages shall not include costs of suit for specific performance.

**18. FAX TRANSMISSION.** Facsimile transmission of a signed copy of this Contract, any addenda, or counteroffers shall be the same as an original.

**19. RISK OF LOSS.** All risk of loss or damage to the property shall be borne by the Seller until Closing.

**20. BUYER ACKNOWLEDGEMENTS:**

**20.1** Real property is transferred by a Quit Claim Deed not a Warranty Deed. Buyer has reviewed the map and the Quit Claim Deed for deed restrictions.

**20.2** Buyer understands that State property is likely to have multiple offers. All property is sold contingent upon the previous owner's first right of refusal and final disposal approval from UDOT. **UDOT reserves the right to reject all offers.**

**20.3** Property is not sold by tax id or sidwell number. State owned property is sold by project and parcel number referenced by the state road. Any reference to the county parcel number will be crossed out and State Road number will be inserted.

**20.4** Buyer acknowledges and agrees that the Property is sold "as is". No other provisions, statements or disclosures regarding the condition shall be treated as a warranty of any kind.

**21. CONTINGENCIES & DUE DILIGENCE**

**21.1 FINANCING & APPRAISAL.** Buyer shall have until \_\_\_\_\_ (date) to complete and remove these conditions.

**21.2 DUE DILIGENCE PERIOD.** Buyer shall have until \_\_\_\_\_ (date) to complete any due diligence and/or any desired approvals.

**21.3 EARNEST MONEY.** Buyer shall have until \_\_\_\_\_ (date) to cancel this contract for any reason including the contingencies listed above and be eligible to receive a refund of the Earnest Money Deposit.

**22. REPRESENTATION.** (Please print legibly) Buyer is represented by \_\_\_\_\_ (agent) \_\_\_\_\_ (phone) in behalf of \_\_\_\_\_ (Broker) for \_\_\_\_\_ (Brokerage).

This information is required in case the Seller has questions concerning the offer. If there is no agent, please put none or N/A.

**23. OFFER TO PURCHASE AND TIME FOR ACCEPTANCE.** Buyer's offer is based on the above terms and conditions. Seller shall have three weeks from offer presentation to accept or counter the offer.

\_\_\_\_ Seller's Initials

\_\_\_\_ Buyer's Initials



**BUYER'S SIGNATURE:**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Company / Position*

**Buyer's Information: (Please print)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
*Email:* \_\_\_\_\_

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

**ACCEPTANCE, COUNTER OFFER OR REJECTION:**

\_\_\_\_\_ **ACCEPTANCE:** Seller accepts this offer based on the terms and conditions specified above.

---

*Charles A. Stormont*

*Director of Right of Way*

Date \_\_\_\_\_

\_\_\_\_\_ **COUNTER OFFER:** Seller presents to the buyer Counter Offer # \_\_\_\_\_

*Charles A. Stormont*

*Director of Right of Way*

Date \_\_\_\_\_

           **REJECTION:** Seller rejects this offer in total.

---

*Charles A. Stormont*

*Director of Right of Way*

---

*Date*

**Seller's Information: (Please print)**

Name: Utah Dept of Transportation / Property Management Section

Address: 4501 South 2700 West

Box 148420 / 4<sup>th</sup> Floor

City / State / Zip Salt Lake City, UT 84114

Salt Lake City, UT 84114

Contacts: Mike Timothy 801-633-9667 mtimothy@utah.gov

---

Deryl Davis                      385-222-6664                      ddavis@utah.gov

**Seller's Initials**

**Buyer's Initials**

ORDINANCE NO. 2022-\_\_\_\_\_

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING SECTION 2.04.065 OF THE SOUTH SALT LAKE CITY MUNICIPAL CODE TO AMEND THE MAYOR'S COMPENSATION.

**WHEREAS**, The South Salt Lake City Council (the "City Council") is authorized to enact and amend ordinances governing the City of South Salt Lake (the "City"); and

**WHEREAS**, the City Council's enumerated duties include passing resolutions and ordinances concerning matters such as the adoption of the City budget; and

**WHEREAS**, Utah Code Ann. § 10-3-818 requires that the compensation of all elective and statutory officers of the City be fixed by ordinance; and

**WHEREAS**, if the City Council determines that the compensation of an elected officer of the City should be amended it must hold a public hearing to allow all interested persons an opportunity to be heard on the proposed amended compensation; and

**WHEREAS**, the City Council, after reviewing the information presented by staff and after having held a public hearing, hereby determines that amending Section 2.04.065 of the South Salt Lake Municipal Code, which establishes the Mayor's salary, is in the best interest of the residents of South Salt Lake and the governance of the City itself;

**NOW THEREFORE, BE IT ORDAINED**, by the South Salt Lake City Council as follows:

**SECTION 1.      Enactment.** Sections 2.04.065 is hereby amended, as attached hereto and incorporated by reference in "Exhibit A."

**SECTION 2.      Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. Conflict with Existing Ordinances, Resolutions, or Policies.** To the extent that any ordinances, resolutions, or policies of the City of South Salt Lake conflict with the provisions of this ordinance, this ordinance shall prevail.

**SECTION 4.      Effective Date.** This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

(signatures appear on separate page)

(remainder of page intentionally left blank)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY THE CITY COUNCIL:

\_\_\_\_\_  
Sharla Bynum, Council Chair

ATTEST:

\_\_\_\_\_  
Craig D. Burton, City Recorder

City Council Vote as Recorded:

Huff	_____
Thomas	_____
Bynum	_____
Mila	_____
Siwik	_____
Pinkney	_____
Williams	_____

Transmitted to the Mayor's office on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Craig D. Burton, City Recorder

MAYOR'S ACTION: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Cherie Wood, Mayor

ATTEST:

\_\_\_\_\_  
Craig D. Burton, City Recorder

## Exhibit A:

### 2.04.065 Salary of the mayor.

The salary of the mayor of South Salt Lake shall be [~~six thousand seven hundred ninety one dollars (\$6,791.00)~~] ten thousand eight hundred thirty three dollars and thirty three cents per month.



# MEMORANDUM

---

DATE: February 15, 2022

TO: Dennis Pay, P.E.  
City Engineer  
City of South Salt Lake  
195 W Oakland Avenue  
South Salt Lake City, UT 84115

FROM: Kayson Shurtz, P.E.  
Steve Jones, P.E.

Hansen, Allen & Luce, Inc. (HAL)  
859 W. South Jordan Pkwy. Ste. 200  
South Jordan, UT 84095

SUBJECT: Storm Drain Utility Fee Recommendation

PROJECT NO.: 126.49.100

---

## INTRODUCTION

South Salt Lake asked Hansen, Allen, and Luce (HAL) to assist them in developing a storm drain utility. The goal of a storm drain utility is to create an equitable fee structure to fund operation and maintenance expenses as well as needed capital improvement projects associated with the storm drainage system. Impervious areas generate significantly more runoff than pervious areas. As such, impervious area is often the metric used to define an equivalent residential unit (ERU) for storm drain systems. This memo will describe the method that was used to define a storm drain ERU for South Salt Lake as well as a summary of the anticipated costs including operation and maintenance and capital improvements. The anticipated costs and total number of ERUs were used to calculate a monthly fee.

## IMPERVIOUS AREA CALCULATION

It is proposed that the impervious area for a typical residential lot be the basis for the storm drain utility. Nonresidential parcels will be charged based on their calculated impervious area. If the calculated impervious area is 5 times greater than the typical residential impervious area, they will be charged 5 times the typical amount.

Impervious areas were estimated based on the National Agriculture Imagery Program (NAIP) imagery. This particular dataset includes infrared images which can be combined with the typical RGB images to identify healthy vegetation. This process is known as the Normalized Difference Vegetation Index (NDVI) approach. While this data is often used to identify healthy vegetation, the same process can be used to isolate areas that are impervious by using parts of the spectrum that are opposite the growing vegetation areas. An example of the impervious grid that was

produced using this remote sensing approach is shown in Figure 1.



**FIGURE 1. EXAMPLE OF IMPERVIOUS AREA DEFINED BY REMOTE SENSING DATA**

The City provided parcel data (excluding roadways) that was classified as residential, commercial, institutional, or multi family. The calculated average impervious area for all the residential parcels in South Salt Lake City was approximately 3,700 sq feet. We recommend that this value be used to represent a storm drain ERU for South Salt Lake. Based on this standard number the City of South Salt Lake has a total of 29,597 storm drain ERUs. Table 1 summarizes the impervious areas and monthly storm drain utility fees that neighboring communities are using as a reference. The calculated impervious area per ERU for the City of South Salt Lake is about the average of the communities presented in Table 1. The average monthly fee for the communities included in Table 1 is about \$7.50.

**TABLE 1. SUMMARY OF TYPICAL IMPERVIOUS AREA PER ERU AND STORM DRAIN MONTHLY FEES FOR NEIGHBORING COMMUNITIES**

City	Impervious Surface (sq ft)/ERU	Monthly Fee
Draper	3,000	\$ 9.00
Holladay	5,200	\$ 6.50
Midvale	3,000	\$ 9.00
Mill Creek	4,000	\$ 10.26
Murray	3,400	\$ 6.95
North Salt Lake	3,900	\$ 6.00
South Salt Lake	3,700	N/A
West Jordan	3,000	\$ 6.04
West Valley City	2,830	\$ 6.00

### **STORM DRAIN BUDGET REQUEST**

Corby Talbot provided HAL some budgetary numbers for the storm drain system to allow for operation and maintenance as well as capital improvement projects. In his spreadsheet he proposed a budget assuming the storm drain utility fee was \$4, \$5, and \$6 per month respectively (provided at the end of this memo).



## **OPERATION AND MAINTENANCE AND CAPITAL IMPROVEMENT NEEDS**

There are trade-offs when considering each of the proposed fees. The most pronounced would be the level of maintenance that can be provided as well as the savings that can be achieved for capital improvement projects.

The maintenance of a storm drain system can be costly, but typically extends its useful life. The South Salt Lake crews have indicated that the level of maintenance the system needs is approximately \$225,000/year (reflected in the \$6/month column in the attached spreadsheet). The level of maintenance would be less than half of that (\$95,000/year) in the \$4/month fee scenario.

The Capital Improvement Plan that was produced as part of the 2017 Storm Drain Master Plan estimated the costs for South Salt Lake to address deficiencies in the storm drain system at \$11,054,000. Since the Master Plan was completed there has been a surge in construction costs due to the pandemic. In recent construction project bids HAL is seeing an increase of construction costs of approximately 50% as opposed to pre-pandemic numbers. We recommend that the City account for these increases in the utility fee so sufficient funds will be available to address the needs of the storm drain system moving forward. This would increase the estimated Capital Improvement Plan total to about \$16.5 million.

Approximately \$825,000/year would be needed each year assuming the projects will all be addressed over a 20-year period. Even the higher \$6/month fee would only provide around \$700,000/year for capital projects and would fall short of the total projected price tag. A monthly fee of \$7.16 would be required to save the \$825,000/year for capital projects assuming all other line items in the \$6/month budget remained unchanged. While it is impossible to predict the actual costs of the proposed projects, putting money away now is prudent and will be more likely to result in a self-funding utility as opposed to having an issue with the system and not having sufficient funds to address it.

## **RECOMMENDATION SUMMARY**

In light of rising construction and material costs and the maintenance needs of the storm drain system we recommend a storm drain utility fee be set to at least \$6/ERU. Non-Residential properties would then be charged based on their calculated impervious area with 3,700 square feet representing 1 ERU. This monthly fee would fund the City's storm drain needs for operation and maintenance and also create a funding mechanism to address the needs that have been identified in the City's capital improvement plan.

## STORMWATER BUDGET REQUEST

GL Account	GL Account Name	20 - 21 Budget	21 - 22 Budget	Stormwater utility \$4		Stormwater utility \$5	Note	Stormwater utility \$6	Note
110	Salaries			207,000.00	Current 3 FTE's, one new admin./education and outreach tech..	207,000.00	Current 3 FTE's, one new admin./education and outreach tech..	245,000.00	Current 3 FTE's, one new admin., one new education and outreach tech..
111	admin			65,000.00	one billing tech.	65,000.00	one billing tech.	65,000.00	one billing tech.
140	overtime			15,000.00	Oncall and overtime	15,000.00	Oncall and overtime	15,000.00	Oncall and overtime
150	benefits			100,000.00		120,000.00		120,000.00	
157	uniform			3,400.00		3,400.00		3,400.00	
190	awards			300.00		300.00		300.00	
233	training			3,500.00		4,500.00		4,500.00	
	Office supplies/ Billing			12,000.00	RMP billing fee (Guessing)	25,000.00	RMP billing fee (Guessing)	25,000.00	RMP billing fee (Guessing)
243	Utilities			5,000.00	Power usage for 3 pump stations	5,000.00	Power usage for 3 pump stations	5,000.00	Power usage for 3 pump stations
245	operating supplies			8,000.00	Safety equipment, Hand tools, PPE, sampling, IDDE	15,000.00	Safety equipment, Hand tools, PPE, sampling, IDDE	15,000.00	Safety equipment, Hand tools, PPE, sampling, IDDE
250	equipment maintenance			15,000.00	3 storm water pump stations, small equipment, trucks, fuel	20,000.00	3 storm water pump stations, small equipment, trucks, fuel	20,000.00	3 storm water pump stations, small equipment, trucks, fuel
260	collection system maintenance	520,000.00	445,000.00	95,000.00	Clean, inspect and maintain system	170,000.00	Clean, inspect and maintain system	225,000.00	Clean, inspect and maintain system
277	Telephone			5,000.00	Cell Phones and Ipads	4,500.00	Cell Phones and Ipads	4,500.00	Cell Phones and Ipads
310	professional services			20,000.00	Engineering/updating SWMP	30,000.00	Engineering/updating SWMP	50,000.00	Engineering/updating SWMP
600	Sundry			500.00		1,000.00		1,000.00	
797	Furniture and Equipment			3,000.00	Addition equipment need for inspections, Maintenance and emergency prep.	7,500.00	Addition equipment need for inspections, Maintenance and emergency prep.	7,500.00	Addition equipment need for inspections, Maintenance and emergency prep.
	facility maintenance			1,500.00	3 Storm water pump stations, and PW facility	4,500.00	3 Storm water pump stations, and PW facility	4,500.00	3 Storm water pump stations, and PW facility
	Agency Fee			12,500.00	MS4 Permit, Blue Stakes, SLCO SW coalition	12,500.00	MS4 Permit, Blue Stakes, SLCO SW coalition	12,500.00	MS4 Permit, Blue Stakes, SLCO SW coalition
	Software			5,000.00	Utilisync usage/ Employee training software	5,500.00	Utilisync usage/ Employee training software	5,500.00	Utilisync usage/ Employee training software
		520,000.00	445,000.00	576,700.00		715,700.00		828,700.00	
80.761	Trucks	45,000.00		40,000.00	Replace 3706	45,000.00	Replace 3706	90,000.00	Replace 3706, add 1 vehicle for additional tech.
80.751	Machinery & Equipment			20,000.00	Pump replacement and or maintenance	50,000.00	Pump replacement and or maintenance	50,000.00	Pump replacement and or maintenance
80.721	Collection System	100,000.00	561,000.00	575,000.00	various system upgrades (\$500,000 SAVINGS for capital projects)	700,000.00	various system upgrades (\$600,000 SAVINGS for capital projects)	800,000.00	various system upgrades (\$700,000 SAVINGS for capital projects)
80.731	Facilities			80,000.00	Levy upgrades	80,000.00	Levy upgrades	175,000.00	PW/ secure area City Hall and Levy upgrades
		145,000.00	561,000.00	715,000.00		875,000.00		1,115,000.00	
		665,000.00	1,006,000.00	1,291,700.00		1,590,700.00		1,943,700.00	
	Total RE's			29,600.00		29,600.00		29,600.00	
	Monthly RE \$\$			4.00		5.00		6.00	
	Annual Rev.			1,420,800.00		1,776,000.00		2,131,200.00	
	Less credit and non payment			129,170.00	10%	182,950.00	10%	182,950.00	10%
	Difference			-70.00		2,350.00		4,550.00	

## Additional Notes

GL ACCOUNT	JUSTIFICATION OF BUDGET REQUEST
80.731	Required upgrades at outfall locations on levy. (as per SLCO Levy audit) 60% complete
80.751	replace the sweeper/vactor wash out system with one that is more safe,efficient and effective.
80.721	Lining or replacing various SD mains in the City that are failing, replace failing inlet and junction boxes around the city.

ORDINANCE NO. 2022-\_\_\_\_\_

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING SECTION 3.11.100 OF THE SOUTH SALT LAKE CITY MUNICIPAL CODE TO MODIFY FEES IN SOUTH SALT LAKE CITY TO CREATE A STORMWATER MAINTENANCE FEE.

**WHEREAS**, the South Salt Lake City Council (the “City Council”) is authorized to enact and amend ordinances establishing regulations related to the health, safety, and welfare of the residents of the City of South Salt Lake (the “City”); and

**WHEREAS**, the City Council finds that, after a study of environmental issues in the City, effective stormwater management is a matter of serious public concern; and

**WHEREAS**, the City Council finds that additional funds are necessary for the City to manage stormwater in a safe and environmentally sound manner; and

**WHEREAS**, the City Council finds that, upon a fee study conducted by a qualified engineering consultant, other municipalities around the City charge between \$10.26 per month and \$6.00 per month, per equivalent residential unit, to fund the operation and maintenance of a storm drainage system as well as needed capital improvement projects associated with the storm drainage; and

**WHEREAS**, the City Council finds that a fee of \$6 per month per equivalent residential unit is sufficient to cover the costs of managing stormwater effectively and safely in the City; and

**WHEREAS**, the City Council hereby determines that amending section 3.11.100 of the South Salt Lake Municipal Code to enact a \$6 per month fee per equivalent residential unit for storm water management in the best interest of the health, safety, and welfare of the residents of South Salt Lake City;

**NOW THEREFORE, BE IT ORDAINED**, by the South Salt Lake City Council as follows:

**SECTION 1. Enactment.** Sections 3.11.100 is hereby amended, as attached hereto and incorporated by reference in “Exhibit A.”

**SECTION 2. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION 3. Conflict with Existing Ordinances, Resolutions, or Policies.** To the extent that any ordinances, resolutions, or policies of the City of South Salt Lake conflict with the provisions of this ordinance, this ordinance shall prevail.

**SECTION 4. Effective Date.** This ordinance shall become effective upon Mayor’s signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

(signatures appear on separate page)

(remainder of page intentionally left blank)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY THE CITY COUNCIL:

\_\_\_\_\_  
Sharla Bynum, Council Chair

ATTEST:

\_\_\_\_\_  
Craig D. Burton, City Recorder

City Council Vote as Recorded:

Huff	_____
Thomas	_____
Bynum	_____
Mila	_____
Siwik	_____
Pinkney	_____
Williams	_____

Transmitted to the Mayor's office on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Craig D. Burton, City Recorder

MAYOR'S ACTION: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Cherie Wood, Mayor

ATTEST:

\_\_\_\_\_  
Craig D. Burton, City Recorder

## Exhibit A:

### Fees Modifications

#### **3.11.100 Utilities.**

##### A. Water.

<b>Culinary water</b>	
Meter size (5,000-gallon allowance for all meters)	Minimum monthly fee*
0.75" meter	\$13.00
1" meter	\$21.00
1.5"	\$34.00
2" meter	\$49.00
3" meter	\$91.00
4" meter	\$138.00
6" meter	\$269.00
Metered hydrant use	\$91.00
Excess water (all meter sizes and uses)	
Usage between 5,000 and 30,000 gal.	\$2.25 per 1,000 gallons
Usage greater than 30,000 gal.	\$2.75 per 1,000 gallons

<b><u>Storm water utility fee</u></b>	
<b><u>Per household</u></b>	<b><u>\$6/month</u></b>

\* Includes monthly \$2.00 fluoride charge

Fire line	
3" line	\$13.65/month
4" line	\$18.15/month
6" line	\$27.22/month
8" line	\$36.29/month
10" line	\$45.36/month
12" line	\$54.44/month
16" line	\$72.58/month
22" line	\$99.80/month
36" line	\$163.31/month
Tampered fire line fee	\$100.00
Inspection of new fire line installation	\$50.00
Fire flow test	\$50.00

<b>Other fees</b>	
Reconnection and new service reconnection	
Monday—Friday 8:00 a.m.—3:00 p.m.	\$25.00
Monday—Friday after 3:00 p.m.; any time on weekends or holidays	\$65.00

Tenant water deposit	\$75.00
Active deployment fee waiver	\$75.00/month waived
Bankruptcy deposits (based on prior 12 months' history)	60-day usage
Service of disconnection notice w/in 12 months of prior notice	\$15.00

B. Sewer and Industrial Waste.

User fee (all users)	Base fee
Base User Fee (calculated using average winter water usage or actual usage, whichever is greater)*	\$7.00 per 1,000 gallons
Beginning July 1, 2020, Base User Fee (calculated using average winter water usage or actual usage, whichever is greater)*	\$9.00 per 1,000 gallons

\* New residential accounts are charged based on actual usage or for 5,000 gallons per unit per month until an average winter water usage amount is determined, whichever is greater. New accounts for multi-family residential dwellings are calculated using previous average winter water usage or 5,000 gallons per unit per month, whichever is greater. New business accounts are charged based on the average winter consumption for the previous business or the actual monthly consumption if the business type has changed, until a winter average history can be obtained. Average winter water usage may be prospectively adjusted during the year if the customer provides proof of leakage, repair, and data supporting lower water usage.

C. Industrial Waste Fee.

Additional fees for industrial waste:

Sewer connections, which are included in the categories below, will be subject to an industrial waste fee based on a strength multiplier. The base user fee will be multiplied by the following multiplier based on category:

Large grocery stores with meat/bakery functions	1.22
Nursing homes/care centers	1.23
Restaurants/fast food/food preparation facilities	1.34

D. High Strength Contributors Fee.

Certain connections are considered high strength contributors and will be assessed a strength component based on individual samples and the information below:

Additional fees for industrial waste	
Total suspended solids (TSS)	$(\text{Sample in mg/l} - 250) \times 8.34 \times (\text{sewer average in thousands of gals./1,000,000}) \times (\text{rate assessed by Central Valley})$
Biochemical Oxygen Demand (BOD)	$(\text{Sample in mg/l} - 200) \times 8.34 \times (\text{sewer average in thousands of gallons/1,000,000}) \times (\text{rate assessed by Central Valley})$

\* Classification and frequency of sampling is determined by the City.

E. Cost Recovery Fees.

Sample costs	As per cost to City
Labor charge	
Composite	\$154.00/sample
Grab	\$77.00/sample

F. Household Waste and Recyclable Waste Containers.

Residential service (including one waste container, one recyclable)	\$10.00/month*
Additional waste container (waste or recycling)	\$10.00/month per additional can*
New can delivery fee/redelivery fee after nonpayment	\$25.00/trip
Late payment fee	\$10.00
Special permit inspection fee	\$25.00
Glass recycling fee	\$8.00 per customer per month
Glass recycling container fee, initial service or reinstatement	\$25.00

\* Billing for owner-occupied homes will be sent quarterly, and billing for rental homes will be sent annually.

CITY COUNCIL MEMBER SALARIES  
COUNCIL/MAYOR FORM OF GOVERNMENT  
As of 12/31/2021

ENTITY	ANNUAL SALARY	ANNUAL BENEFITS
Salt Lake City	36,650	15,428
Sandy	25,818	13,826
Ogden	19,566	12,063
Provo	18,899	15,885
Murray City Corp.	15,962	4,980
Taylorsville	14,887	4,299
Orem	14,705	4,812
South Salt Lake *	11,352	4,887
	<b>17,431</b>	<b>8,522</b>
	<b>MEDIAN SALARY OF ALL CITY COUNCILS</b>	<b>MEDIAN BENEFITS OF ALL CITY COUNCILS</b>

\* South Salt Lake City Council's last raise was in 2015 and was a 21% increase (RDA stipend)

\* RDA stipend was removed in 2019 for a 21% decrease



RESOLUTION NO. 2022-\_\_\_\_\_

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL  
APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY

WHEREAS, the City of South Salt Lake (the “**City**”) desires to purchase the real property located at 20 East Southgate, South Salt Lake, Utah 84115, a single family residence on 0.24 acres, Assessor’s Parcel Record 16193580250000, and certain other rights and interests appurtenant thereto (collectively, the “**Property**”), for the purpose of expanding the City’s public trails in accordance with the City’s parks master plan;

WHEREAS, to effectuate the City’s purchase of the Property, the City has negotiated that certain Purchase and Sale Agreement dated February 11, 2022 (the “**Purchase Agreement**”), by and between the City, as buyer, and J & J Family Trust, as seller (“**J&J**”);

WHEREAS, the Property is a “significant parcel,” as defined in Section 3.14.010 of the South Salt Lake City Code of Ordinances (the “**Code**”), because the fair market value of the Property, as determined by a reasonable evaluation method, is greater than twenty-five thousand dollars (\$25,000.00) and the total acreage of the Property exceeds five thousand (5,000) square feet;

WHEREAS, Section 3.14.020.A. of the Code requires the Mayor to obtain the approval by resolution of the City Council for the purchase of any significant parcel of real property unless the City Council has already appropriated and specifically identified funds for the purchase of the real property in a budget line item;

WHEREAS, the City Council has amended the City budget to identify funds for the purchase of the Property in a budget line item, with funds coming from the Capital Fund, account 40-80-704-01 “Park/Recreation Land Purchase”;

WHEREAS, as required by Section 3.14.020.B. of the Code, the City Council’s approval by resolution of the City’s purchase of the Property is an express condition to the City’s obligation to purchase the Property pursuant to the Purchase Agreement;

WHEREAS, as required by Section 3.14.020.C.1. of the Code, the Mayor certifies to the City Council that funds are available to pay for the purchase of the Property according to the terms of the Purchase Agreement and has recommended that the purchase price for the Property be paid from such funds;

WHEREAS, the City has commissioned an appraisal of the Property, as required by Section 3.14.020.E. of the Code;

WHEREAS, J&J has made the disclosures required by Section 3.14.020.F. of the Code;

WHEREAS, the City will commission an environmental assessment of the Property and will otherwise comply with Section 3.14.020.G. of the Code in all respects;

WHEREAS, in accordance with Section 3.14.020.D. of the Code, the City Council has discussed the confidential aspects of the Purchase Agreement and the transaction contemplated thereby in a closed session to enable the City to complete the transaction on the best possible terms; and

WHEREAS, the City Council, in a public hearing, determined that this Resolution is in the best interests of the City.

BE IT RESOLVED, therefore, by the City Council of the City of South Salt Lake, that the form, terms, and provisions of the Purchase Agreement and the transaction contemplated thereby be and hereby are determined to be fair to, advisable, and in the best interests of the City, and the Purchase Agreement and the transaction contemplated thereby are hereby approved and adopted in all respects; and

BE IT FURTHER RESOLVED, that the terms and provisions of all other agreements, instruments, certificates and documents, including all exhibits and schedules attached to the Purchase Agreement, as may be necessary or convenient to carry out the transaction contemplated by the Purchase Agreement be, and hereby are, approved and adopted in all respects with such additions, deletions and/or changes thereto as the Mayor may, in her reasonable discretion, determine necessary;

BE IT FURTHER RESOLVED, that the City Council approves the Purchase Agreement and authorizes the Mayor to execute all documents and to take such action as she may deem necessary or advisable in order to carry out and perform the transaction contemplated by the Purchase Agreement, and all actions taken by the Mayor prior hereto with such purpose are hereby ratified;

BE IT FURTHER RESOLVED, that the purchase price for the Property shall be paid from the Capital Fund, account 40-80-704-01 "Park/Recreation Land Purchase"; and

BE IT FURTHER RESOLVED, that the council chair is hereby authorized and directed by the City Council to execute this Resolution and to do all things necessary to render the same in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY THE CITY COUNCIL:

\_\_\_\_\_  
Sharla Bynum, Council Chair

ATTEST:

\_\_\_\_\_  
Craig D. Burton, City Recorder

City Council Vote as Recorded:

Huff	_____
Thomas	_____
Bynum	_____
Mila	_____
Pinkney	_____
Siwik	_____
Williams	_____

RESOLUTION NO. 2022-\_\_\_\_\_

A RESOLUTION OF THE SOUTH SALT LAKE CITY COUNCIL  
APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY

WHEREAS, the City of South Salt Lake (the “**City**”) desires to purchase the real property located at 2761 South Main Street, South Salt Lake, Utah 84115, a single family residence and business structure on 0.37 acres, Parcel Record 1619358012000, and certain other rights and interests appurtenant thereto (collectively, the “**Property**”), for the purpose of expanding the City’s public trails in accordance with the City’s parks master plan;

WHEREAS, to effectuate the City’s purchase of the Property, the City has negotiated that certain Purchase and Sale Agreement dated November 23, 2021 (the “**Purchase Agreement**”), by and between the City, as buyer, and ANRI Properties, LLC, as seller (“**ANRI**”);

WHEREAS, the Property is a “significant parcel,” as defined in Section 3.14.010 of the South Salt Lake City Code of Ordinances (the “**Code**”), because the fair market value of the Property, as determined by a reasonable evaluation method, is greater than twenty-five thousand dollars (\$25,000.00) and the total acreage of the Property exceeds five thousand (5,000) square feet;

WHEREAS, Section 3.14.020.A. of the Code requires the Mayor to obtain the approval by resolution of the City Council for the purchase of any significant parcel of real property unless the City Council has already appropriated and specifically identified funds for the purchase of the real property in a budget line item;

WHEREAS, the City Council has amended the City budget to identify funds for the purchase of the Property in a budget line item, with funds coming from Capital Fund, account 40-80-704-01 “Park/Recreation Land Purchase;

WHEREAS, as required by Section 3.14.020.B. of the Code, the City Council’s approval by resolution of the City’s purchase of the Property is an express condition to the City’s obligation to purchase the Property pursuant to the Purchase Agreement;

WHEREAS, as required by Section 3.14.020.C.1. of the Code, the Mayor certifies to the City Council that funds are available to pay for the purchase of the Property according to the terms of the Purchase Agreement and has recommended that the purchase price for the Property be paid from such funds;

WHEREAS, the City has commissioned an appraisal of the Property, as required by Section 3.14.020.E. of the Code;

WHEREAS, ANRI has made the disclosures required by Section 3.14.020.F of the Code;

WHEREAS, the City has commissioned an environmental assessment of the Property and has otherwise complied with Section 3.14.020.G. of the Code in all respects;

WHEREAS, in accordance with Section 3.14.020.D. of the Code, the City Council has discussed the confidential aspects of the Purchase Agreement and the transaction contemplated thereby in a closed session to enable the City to complete the transaction on the best possible terms; and

WHEREAS, the City Council, in a public hearing, determined that this Resolution is in the best interests of the City.

BE IT RESOLVED, therefore, by the City Council of the City of South Salt Lake, that the form, terms, and provisions of the Purchase Agreement and the transaction contemplated thereby be and hereby are determined to be fair to, advisable, and in the best interests of the City, and the Purchase Agreement and the transaction contemplated thereby are hereby approved and adopted in all respects; and

BE IT FURTHER RESOLVED, that the terms and provisions of all other agreements, instruments, certificates and documents, including all exhibits and schedules attached to the Purchase Agreement, as may be necessary or convenient to carry out the transaction contemplated by the Purchase Agreement be, and hereby are, approved and adopted in all respects with such additions, deletions and/or changes thereto as the Mayor may, in her reasonable discretion, determine necessary;

BE IT FURTHER RESOLVED, that the City Council approves the Purchase Agreement and authorizes the Mayor to execute all documents and to take such action as she may deem necessary or advisable in order to carry out and perform the transaction contemplated by the Purchase Agreement, and all actions taken by the Mayor prior hereto with such purpose are hereby ratified;

BE IT FURTHER RESOLVED, that the purchase price for the Property shall be paid from the Capital Fund, account 40-80-704-01 "Park/Recreation Land Purchase; and

BE IT FURTHER RESOLVED, that the council chair is hereby authorized and directed by the City Council to execute this Resolution and to do all things necessary to render the same in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY THE CITY COUNCIL:

---

Sharla Bynum, Council Chair

ATTEST:

---

Craig D. Burton, City Recorder

City Council Vote as Recorded:

Huff	_____
Thomas	_____
Bynum	_____
Mila	_____
Pinkney	_____
Siwik	_____
Williams	_____

ORDINANCE NO. 2022- 04

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING THE 2021-2022 FISCAL YEAR BUDGET

WHEREAS, the South Salt Lake City Council (the "Council") met in regular session on March 9, 2022 to consider, among other things, amending the budget for the 2021-2022 fiscal year; and

WHEREAS, Utah Code Ann 10-6-128 allows the Council to adopt budget amendments by resolution or ordinance; and

WHEREAS, the Finance Director has prepared and filed with the City Recorder the proposed amendments, attached hereto as Exhibit A, and has submitted the same to the Council for its review and for public review; and

WHEREAS, the amendments to the budget were the proper subject at a duly noticed public hearing and all interested persons in attendance at the public hearing were given the opportunity to be heard for or against amending the budget for the 2021-2022 fiscal year; and

WHEREAS, the amendments conform to the requirements of the Utah Uniform Fiscal Procedures Act and Council finds it has satisfied all legal requirements required to amend a budget;

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of South Salt Lake as follows:

**SECTION I:** The budget amendments attached hereto, and incorporated herein by this reference, are hereby adopted and incorporated into the budget for the City for the fiscal year commencing July 1, 2021 and ending June 30, 2022.

**SECTION II:** Pursuant to Utah Code Ann. 10-6-118, a copy of the Budget for each fund within the Budget shall be certified by the Budget Officer and it is hereby directed that the Budget be filed with the State Auditor and in the Office of the City recorder and shall be available to the public in accordance with the law.

**SECTION IV:** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

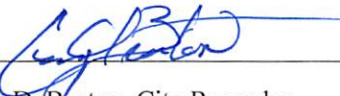
**SECTION V.** This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

Adopted this 9 day of March 9, 2022.

BY THE CITY COUNCIL:

  
\_\_\_\_\_  
Sharla Bynum, Council Chair

ATTEST:

  
\_\_\_\_\_  
Craig D. Burton, City Recorder

City Council Vote as Recorded:

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

Transmitted to the Mayor's office on this 10 day of march, 2022.

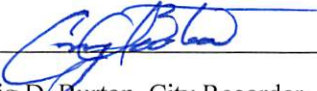
  
\_\_\_\_\_  
Craig D. Burton, City Recorder

MAYOR'S ACTION: Approve

Dated this 10th day of March, 2022.

  
\_\_\_\_\_  
Cherie Wood, Mayor

ATTEST:

  
\_\_\_\_\_  
Craig D. Burton, City Recorder





**EXHIBIT A**  
**Budget Amendments**

**FY 2022 Budget**  
**Proposed Budget Amendments - March 2022**

**General Fund**

Ref	Description	Acct No	Uses:	Sources:
1G	Attorney-Permanent Salaries	10-47-110-00	\$ 32,000	
1G	Attorney-Benefits	10-47-150-00	\$ 16,000	
1G	Attorney-Professional Fees	10-47-310-00		\$ 15,000
1G	Attorney-Outside Legal	10-47-313-02		\$ 10,000
1G	Sales Tax	10-3130-000		\$ 23,000
<i>Personnel additions to manage increased case loads</i>				
2G	Police-Overtime	10-51-140-00	\$ 110,000	
2G	Police-Part Time Salaries	10-51-120-00		\$ 10,000
2G	Police-Project Expenses Homeless Mitigation	10-51-267-00		\$ 50,000
2G	State Liquor Fund Allotment	10-3358-000		\$ 15,000
2G	Fines and Forfeitures	10-3511-000		\$ 35,000
<i>Police overtime due to staffing shortages</i>				
3G	Subscriptions and Memberships	10-43-210-00	\$ 12,900	
3G	Sales Tax	10-3130-000		\$ 12,900
<i>To purchase FlashVote subscription</i>				
4G	Fire-Overtime	10-57-140-00	\$ 85,000	
4G	Fire-Tuition Assistance	10-57-235-00		\$ 30,000
4G	Sales Tax	10-3130-000		\$ 55,000
<i>Fire overtime due to staffing shortages</i>				
5G	Software Maintenance Contracts	10-41-323-00	\$ 8,163	
5G	Sales Tax	10-3130-000		\$ 8,163
<i>Additional software support costs associated with Versaterm conversion</i>				

**FY 2022 Budget**  
**Proposed Budget Amendments - March 2022**

**Water Fund**

Ref	Description	Acct No	Uses:	Sources:
1W	Wells	51-80-732-00	\$ 530,000	
1W	Restricted Repair and Replace Reserve	51-1107-000		\$ 530,000
<i>Allocate restricted funds for the Lining of the 700 East Well</i>				
2W	Trucks	51-80-761-00	\$ 470,000	
2W	Appropriation from Fund Balance	51-2981-000		\$ 470,000
<i>Purchase of truck mounted hydro excavator to assist with water line repairs</i>				
3W	Operating Salaries	51-70-110-00	\$ 31,000	
3W	Administrative Salaries	51-70-111-00	\$ 22,000	
3W	Benefits	51-70-150-00	\$ 25,000	
3W	Cash from Reserves	51-3727-000		\$ 78,000
<i>New Tech and Admin positions. Market Adjustments</i>				

**FY 2022 Budget****Proposed Budget Amendments - March 2022****Capital Fund**

Ref	Description	Acct No	Uses:	Sources:
1C	Park/Recreation Land Purchase	40-80-704-01	\$ 445,000	
1C	Restricted-Parks Impact Fees	40-2961-600		\$ 445,000
<i>Purchase of property located at 2761 South Main Street</i>				
2C	Park/Recreation Land Purchase	40-80-704-01	\$ 480,000	
2C	Restricted-Parks Impact Fees	40-2961-600		\$ 480,000
<i>Purchase of property located at 20 East Southgate Street</i>				
3C	Road projects-3900 So Overlay	40-80-742-02	\$ 110,000	
3C	Road Project Reimbursements	40-3361-000		\$ 55,000
3C	Appropriation from Fund Balance	40-3890-000		\$ 55,000
<i>Final payment on 3900 South Overlay Project</i>				
4C	Columbus Center-Remodel (City)	40-80-727-08	\$ 185,000	
4C	Private Grants	40-3380-000		\$ 110,000
4C	Sales Tax-City Option	40-3315-000		\$ 75,000
<i>Recognize grants received or committed for the Co-op and additional construction costs</i>				
5C	Park/Recreation Land Purchase	40-80-704-01	\$ 545,000	
5C	Restricted-Parks Impact Fees	40-2961-600		\$ 507,000
5C	Salt Lake County Grants	40-3387-000		\$ 38,000

**Note:**

Scott School

-\$68,000 was allocated for replacing the Great Hall Roof at Scott School.

However, after assessing the needs of the building, it is clear that certain restoration, renovation, and design work need to be completed first. As such, we would like to change the stated purpose of this funding from roof replacement to planning and design. Our hope is that by doing so, we will save money in the long run, by not doing work that might need to be redone later in the restoration process.

**FY 2022 Budget**  
**Proposed Budget Amendments - March 2022**

**Solid Waste Fund**

Ref	Description	Acct No	Uses:	Sources:
1S	Equipment Acquisition	53-70-797-00	\$ 7,000	
1S	Appropriation from Fund Balance	53-2981-000		\$ 7,000
<i>Increase due to vendor price increase</i>				
2S	Glass Recycling Contract	53-70-329-01	\$ 15,000	
2S	Appropriation to Fund Balance	53-2981-000	\$ 500	
2S	Glass Recycling Fees	53-3252-000		\$ 15,500
<i>To include glass recycling revenues and expenditures in the current year budget</i>				

**FY 2022 Budget**  
**Proposed Budget Amendments - March 2022**

**General Fund**

Ref	Description	Acct No	Uses:	Sources:
1G	Attorney-Permanent Salaries	10-47-110-00	\$ 32,000	
1G	Attorney-Benefits	10-47-150-00	\$ 16,000	
1G	Attorney-Professional Fees	10-47-310-00		\$ 15,000
1G	Attorney-Outside Legal	10-47-313-02		\$ 10,000
1G	Sales Tax	10-3130-000		\$ 23,000
<i>Personnel additions to manage increased case loads</i>				
2G	Police-Overtime	10-51-140-00	\$ 110,000	
2G	Police-Part Time Salaries	10-51-120-00		\$ 10,000
2G	Police-Project Expenses Homeless Mitigation	10-51-267-00		\$ 50,000
2G	State Liquor Fund Allotment	10-3358-000		\$ 15,000
2G	Fines and Forfeitures	10-3511-000		\$ 35,000
<i>Police overtime due to staffing shortages</i>				
3G	Subscriptions and Memberships	10-43-210-00	\$ 12,900	
3G	Sales Tax	10-3130-000		\$ 12,900
<i>To purchase FlashVote subscription</i>				
4G	Fire-Overtime	10-57-140-00	\$ 85,000	
4G	Fire-Tuition Assistance	10-57-235-00		\$ 30,000
4G	Sales Tax	10-3130-000		\$ 55,000
<i>Fire overtime due to staffing shortages</i>				
5G	Software Maintenance Contracts	10-41-323-00	\$ 8,163	
5G	Sales Tax	10-3130-000		\$ 8,163
<i>Additional software support costs associated with Versaterm conversion</i>				

---

**Flash Vote - Budget Ask**

2 messages

**Julie Taylor** <julie.taylor@sslc.gov>

Mon, Feb 14, 2022 at 4:52 PM

To: Cherie Wood &lt;cwood@sslc.gov&gt;, Charee Peck &lt;cpeck@sslc.gov&gt;, Crystal Makin &lt;cmakin@sslc.gov&gt;

Cc: Sharla Beverly &lt;sbeverly@sslc.gov&gt;, Sharen Hauri &lt;shauri@sslc.gov&gt;

\$6,900 Annual Subscription  
\$4,000 Annual Spanish Translation  
\$2,000 Invitations

= \$12,900

**What is it?**

- Survey
  - Statistically valid input in 48 hours
- Build Scientific Panel
  - Opt-in pool
    - 5,000 SMS contacts
    - Existing channels
- Create & Launch Surveys

**Offerings**

- 6 custom surveys per year
- Participation via email, text and phone
- Reporting and dashboard

**Cost**

**Implementation Fee**  
\$1,500  
willing to waive

**Annual Subscription**  
\$6,900

**Annual Spanish Translation**  
\$4,000

**Invite expenses at cost**  
\$1,500 - \$2,000

Data Encryption

**Julie Taylor**

Communications &amp; Outreach Manager

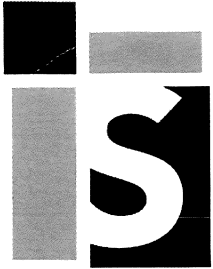
O: (801) 464-6768

C: (385) 831-4527

NEW Email: julie.taylor@sslc.gov

---

 **Public Engagement Tools 2\_9\_22.pdf**  
5441K



**City of South Salt Lake**  
 220 East Morris Avenue, Suite 200  
 South Salt Lake Utah 84115  
 (801) 483-6066 Fax (801) 483-6001

PO number must appear on all invoices  
 packing lists and correspondence.

**PO: 58887**

PO Date: 2/02/2022  
 Created By: Scott T

**Vendor:** 19930

SL VALLEY EMERGENCY  
 COMMUNICATIONS CENTER  
 5360 RIDGE VILLAGE DR.  
 SALT LAKE CITY UT 84118-4100

**Ship To:**

CITY OF SOUTH SALT LAKE  
  
 220 EAST MORRIS AVENUE  
 2ND FLOOR  
 SLC UT 84115

Utah State tax exempt No. 11762769-002-STC

QUANTITY	ITEM NUMBER	ITEM DESCRIPTION	ACCOUNT	ASSET TAG	UNIT COST	EXT COST
1	Versaterm RMS/MRE Support	Versaterm RMS/MRE Support startup for 6 Months	10-41-323-00		8,163.00	8,163.00

Description of  
 Purpose Comment:

New unbudgeted expense for Versaterm conversion at VECC

FREIGHT

Authorized Agent Signature Under \$2,000.00

Date

2-2-2022

Purchasing Agent Signature Over \$2,000.00

Date

2/2/2022

**Cherie Wood**

Feb 02 2022

Mayor's Signature

Over \$10,000.00

Date

This purchase order is not valid without signature of department head or authorized agent. If PO Total is over \$2,000.00 purchasing agent signature required. If PO total is over \$10,000.00 the Mayor's signature is required in addition to the other two signatures.

- ☐ Under \$2,000.00 no bids or forms required  
☐ Over \$2,000.00 3 bids required  
☐ Sole Source, form attached  
☐ GSA contract attached  
☐ State contract No. \_\_\_\_\_ copy attached  
☐ Emergency purchase.  
☒ Other, Explain: Annual Software Maintenance

PO TOTAL  
 8,163.00

Authorized agent for receipt of items and payment

Date

Above items received in good condition except as noted. Payment is authorized in above amounts, except as noted. All changes to be initialed.



SL Valley Emergency Communications Ctr  
 5360 S Ridge Village Drive  
 West Valley UT 84118

INVOICE	IVC03274
Type	
Date	1/25/2022
Page	1

**Bill to:**

SOUTH SALT LAKE POLICE DEPARTMENT  
 2835 S MAIN STREET  
 SOUTH SALT LAKE CITY UT 84115

**Ship to:**

SOUTH SALT LAKE POLICE DEPARTMENT  
 2835 S MAIN STREET  
 SOUTH SALT LAKE CITY UT 84115

Purchase Order ID		Customer ID	Salesperson ID	Shipping Method		Payment Terms ID	
		SOUTHSLPOL0001				Net 15	
Quantity	Item Number	Description	U Of M	Discount	Unit Price	Ext. Price	
1	RMS/MRE SUPPORT (SEE IN		Each	\$0.00	\$8,163.00	\$8,163.00	

Your prompt payment would be appreciated.  
 Any questions? Contact us at 801-840-4100

Subtotal	\$8,163.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$8,163.00



**INVOICE #2201-017**

January 24, 2022

**TO:** **Salt Lake Valley Emergency Communications Center**  
5360 South Ridge Village Drive  
West Valley City, Utah 84118

**ATTENTION:** **Scott Ruf**  
[sruf@vecc911.com](mailto:sruf@vecc911.com)

**REFERENCE:** **Agreement SH9095C - Amendment #1 to Amendment #2**  
**Between**  
**Salt Lake County, Salt Lake Valley Emergency Communications Center and**  
**Versaterm Public Safety Inc.**  
**Exhibit C – Price and Payment Schedule – Item 5**

**PARTICULARS:**

**South Salt Lake Police Department**  
Production Use as of January 1, 2022

Initial Support Period for vCAD/vMDT annual support (Jan 1-Jun 30/22)	\$ 11,651.00
Initial Support Period for vRMS/vMRE annual support (Jan 1-Jun 30/22)	\$ 8,163.00

**AMOUNT:** **\$ 19,814.00 U.S.**

**TERMS:** Net 30 days

Page 1

**FY 2022 Budget**  
**Proposed Budget Amendments - March 2022**

**Water Fund**

Ref	Description	Acct No	Uses:	Sources:
1W	Wells	51-80-732-00	\$ 530,000	
1W	Restricted Repair and Replace Reserve	51-1107-000		\$ 530,000
<i>Allocate restricted funds for the Lining of the 700 East Well</i>				
2W	Trucks	51-80-761-00	\$ 470,000	
2W	Appropriation from Fund Balance	51-2981-000		\$ 470,000
<i>Purchase of truck mounted hydro excavator to assist with water line repairs</i>				
3W	Operating Salaries	51-70-110-00	\$ 31,000	
3W	Administrative Salaries	51-70-111-00	\$ 22,000	
3W	Benefits	51-70-150-00	\$ 25,000	
3W	Cash from Reserves	51-3727-000		\$ 78,000
<i>New Tech and Admin positions. Market Adjustments</i>				



**700 EAST WELL  
LINER PROJECT**

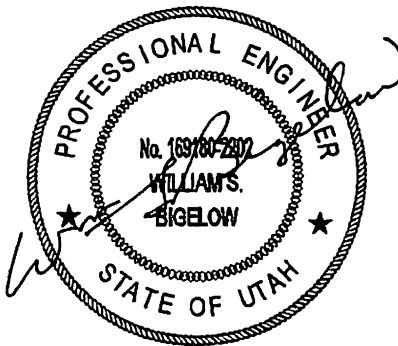
**BIDDING DOCUMENTS**

**JANUARY 2022**

# CITY OF SOUTH SALT LAKE

## 700 EAST WELL LINER

## BIDDING DOCUMENTS



**Project Engineer**

**HANSEN, ALLEN, & LUCE, INC.**  
**Engineers**  
**859 East South Jordan Parkway Suite 200**  
**South Jordan, Utah 84095**  
**(801) 566-5599**

1W

## DOCUMENT 00 30 00

## BID SCHEDULE

## 1.01 PROJECT IDENTIFICATION


- A. Name: 700 EAST WELL LINER  
 B. Submitted to: City of South Salt Lake

## 1.02 BID SCHEDULE

ITEM	DESCRIPTION	EST. QUANTITY	UNIT	UNIT COST	TOTAL AMOUNT
A1	Mobilization/Demobilization	1	LS	\$42,000. <sup>00</sup>	\$42,000. <sup>00</sup>
A2	Brush Existing Well Casing to Remove Scale	16	HRS	\$400. <sup>00</sup> /Hr	\$6,400. <sup>00</sup>
A3	Perform Video Well Log to Inspect Well Casing and Confirm Well Screen Locations	1	LS	\$2,000. <sup>00</sup>	\$2,000. <sup>00</sup>
A4	Bail Well to Bottom	8	HRS	\$400. <sup>00</sup> /Hr	\$3,200. <sup>00</sup>
A5	Furnish and Install <sup>14"</sup> 16-inch Diameter Carbon Steel Blank Casing Liner <sup>14"</sup> 16" O.D. x 0.25" Wall Thickness and Bottom Plate <sup>14"</sup>	667	LF	169. <sup>00</sup> /FT.	\$112,723. <sup>00</sup>
A6	Furnish and Install <sup>14"</sup> 16-inch Diameter 304 SS Screen 40 Slot Openings	260	LF	710. <sup>00</sup> /FT.	\$184,600. <sup>00</sup>
A7	Furnish and Install Non-Conductive Well Casing/Well Screen Isolator Centralizers	25	EA	\$1,000. <sup>00</sup>	\$25,000. <sup>00</sup>
A8	Perform Video Well Log to Confirm Liner Construction	1	LS	\$2,000. <sup>00</sup>	\$2,000. <sup>00</sup>
A9	Furnish and Install Artificial Well Filter Behind Liner, 8-16 Silica Sand, Gillibrand or Approved Equal	<del>25</del> 36 <sup>yd</sup>	CY	\$900. <sup>00</sup> /yd.	<del>\$22,500.<sup>00</sup></del> \$32,400. <sup>00</sup>
A10	New Well Head Construction Including Well Liner Top Flange, New Gravel Make Up Tube and Dielectric Gasket as Shown	1	LS	\$20,000. <sup>00</sup>	\$20,000. <sup>00</sup>

1W

ITEM	DESCRIPTION	EST. QUANTITY	UNIT	UNIT COST	TOTAL AMOUNT
A11	Well Development in Screened Zones	120	HR	\$ 450. <sup>00</sup> / <sub>HR</sub>	\$ 54,000. <sup>00</sup>
A12	Furnish, Install and Remove Test Pump Capable of 2,500 GPM from 260 Feet	1	LS	\$ 18,000. <sup>00</sup>	\$ 18,000. <sup>00</sup>
A13	Test Pumping	120	Hrs	\$ 400. <sup>00</sup> / <sub>HR</sub>	\$ 48,000. <sup>00</sup>
A14	Bail Well to Bottom of Well Liner	8	HRS	400. <sup>00</sup> / <sub>HR</sub>	\$ 3,200. <sup>00</sup>
A15	Disinfect Well	1	LS	\$ 6,500. <sup>00</sup>	\$ 6,500. <sup>00</sup>
Bid Schedule Total \$					<del>650,123.<sup>00</sup></del>

\$ 560,023.<sup>00</sup> 

Company: WIDDISON TURBINE SERVICE LLC.

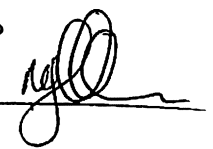
Signed: K. KYLE WIDDISON

Title: MANAGER / PARTNER.

Date: 14, FEB. 2022

- END OF SECTION -

WE ACKNOWLEDGE THE RECEIPT OF ADDENDUM #1, #2, AND #3

x 

2w

# DAWSON

INFRASTRUCTURE SOLUTIONS  
Experts in Environmental & Inspection Equipment Solutions



434 E. 56th Ave.  
Denver, CO 80216  
(303) 632-8236



## RAMVAC HX-12 Truck Mounted Hydro Excavator

### Vacuum System:

4400 CFM Blower  
8" Vacuum Hose system  
18" HG vacuum rating  
Cyclone Separator  
Heavy Duty Final Filter Box  
Vacuum Enhancer  
Directional Discharge System  
Hydrostatic Blower Drive via front  
mount chassis engine pump drive

### Electrical:

NEMA 4 Control Panel  
Wireless Remote Control  
Hour Meter

### Debris Tank:

12 cubic yards (2500 gal) Debris Tank  
Debris Level Indicator  
Hydraulic Dump, 50° Dump Angle (Cylindrical)  
Fold Down Pipe Rack  
Hydraulic Powered Open/Close Rear Door

### Water System:

1300 gal Duraprolene tank capacity  
Hydraulic Powered Water Pump Via  
Transmission PTO Drive  
(0 - 10 gpm @ 2500 psi)  
Water Pressure Display  
400,000 BTU Water Heater  
2.5" Hydrant Fill system w/ 25' hose  
Air Purge Valve, Recirculation  
System and Wash Station  
75' of 3/8" Hose w/ retractable reel

### Boom:

Powered boom  
330° Working Radius  
Boom Reach - 17' extendable to 22'

### Compartment:

Steel shroud encloses all water components  
80,000 BTU Compartment Heater  
Roll Up Doors  
Heated Equipment Locker

### Truck:

Mounting to approved chassis  
Alum Toolbox 18"x18"x30"  
Alum Toolbox 18"x18"x36" driver  
Alum Toolbox 18"x18"x74" passenger  
Mud flaps, Bumper  
LED D.O.T. approved lighting

### Accessories:

(4) 8" x 6' Extension Tubes  
(5) Quick Clamps 8"  
(1) 8" x 6' Digging Tube  
Kit, Wand, Digging, Hydro-Ex Truck  
Wand, Digging, Hydro-Ex Truck  
Washdown Gun Kit & Nozzle  
(1) Hydrant Wrench  
25' Fill Hose  
(1) Paper Owner's Manual

BASE UNIT AS OUTLINED ABOVE (200" CHASSIS CT REQUIRED)	\$294,479.06	1	\$294,479.06
	PRICE OF SELECTED OPTIONS:		\$44,606.21
	LESS SOURCEWELL DISCOUNT	\$	(10,172.56)
	<b>NET PRICE OF UNIT</b>		<b>\$328,912.71</b>
	<b>WESTERN STAR CHASSIS</b>		\$137,047.00
	<b>ESTIMATED FREIGHT:</b>		\$3,500.00
	<b>ESTIMATED TOTAL:</b>		<b>\$469,459.71</b>

### STANDARD OPTIONS:

<u>ENCLOSURE AND TOOL TRAYS:</u>	PRICE	QTY	TOTAL
Insulation of Shrouded Compartment		1	Included
<b><u>EXCAVATION SYSTEM(S) ATTACHMENTS:</u></b>		-	
Vacuum Breaker Option (4400 CFM Blower Only)		1	Included
2" Water Fill 'Y' Strainer		1	Included
Debris Inlet Water Misting System		1	Included
Extensions		1	Included
Additional Extension Wand w/ high flow quick connect		2	Included
<b><u>DEBRIS BOX &amp; BOOM:</u></b>		-	
Debris Body Pump Off System (3" & 500 gpm) and Accessories		1	Included
Central Lubrication System		1	Included
Liquid Level Audible Alarm (Level Adjustable)		1	Included
Boom Catwalk (Access to Entire Length of Boom, Located on Driver Side, Complete with Tether Tie-Off's)		1	Included
Decant Screen On Rear Door Port (Swing Out Perforated Shield)		1	Included
Debris Tank Bin Meter - Opens Vacuum Relief System Once Debris Tank Reaches Capacity (Requires Vacuum Relief System To Be Ordered)		1	Included
<b><u>ELECTRICAL &amp; LIGHTING:</u></b>		-	
Grounding Reel (75') & Spike		1	Included
LED Strobe Light (Factory Standard)		2	Included
LED Arrow Stick (Factory Standard)		1	Included



Boom Mounted Work Lights w/ Limb Guards (2)		1	Included
Body Mounted Work Lights (2) on Shroud		1	Included
Rear Door Work Lights (2)		1	Included

**CHASSIS:**

Air Purge Winterizations System (Powered by Chassis)		1	Included
Rear Back Up Camera System with Blind Spot Cameras (includes color monitor in cab)		1	Included
Six (6) 28" D.O.T. Safety Cones and Holder		1	Included

**PAINT (SHROUD & DEBRIS TANK):**

SHROUD:			
• STERLING WHITE (FDG91327)	STANDARD	1	STANDARD
DEBRIS TANK:			
• STERLING WHITE (FDG91327)	STANDARD	1	STANDARD
BOOM:			
• STD BLACK (FDG-9000)	STANDARD	1	STANDARD

**MANUALS & TRAINING:**

Additional Paper Operator's Manual		1	Included
USB Operator's Manual		1	Included
Training - Customer Location (1 Day)		1	Included


SIGNATURE

DATE

Please return a signed copy to [accounting@dawsonis.com](mailto:accounting@dawsonis.com)

**FY 2022 Budget****Proposed Budget Amendments - March 2022****Capital Fund**

Ref	Description	Acct No	Uses:	Sources:
1C	Park/Recreation Land Purchase	40-80-704-01	\$ 445,000	
1C	Restricted-Parks Impact Fees	40-2961-600		\$ 445,000
<i>Purchase of property located at 2761 South Main Street</i>				
2C	Park/Recreation Land Purchase	40-80-704-01	\$ 480,000	
2C	Restricted-Parks Impact Fees	40-2961-600		\$ 480,000
<i>Purchase of property located at 20 East Southgate Street</i>				
3C	Road projects-3900 So Overlay	40-80-742-02	\$ 110,000	
3C	Road Project Reimbursements	40-3361-000		\$ 55,000
3C	Appropriation from Fund Balance	40-3890-000		\$ 55,000
<i>Final payment on 3900 South Overlay Project</i>				
4C	Columbus Center-Remodel (City)	40-80-727-08	\$ 185,000	
4C	Private Grants	40-3380-000		\$ 110,000
4C	Sales Tax-City Option	40-3315-000		\$ 75,000
<i>Recognize grants received or committed for the Co-op and additional construction costs</i>				
5C	Park/Recreation Land Purchase	40-80-704-01	\$ 545,000	
5C	Restricted-Parks Impact Fees	40-2961-600		\$ 507,000
5C	Salt Lake County Grants	40-3387-000		\$ 38,000

**Note:**

Scott School

-\$68,000 was allocated for replacing the Great Hall Roof at Scott School.

However, after assessing the needs of the building, it is clear that certain restoration, renovation, and design work need to be completed first. As such, we would like to change the stated purpose of this funding from roof replacement to planning and design. Our hope is that by doing so, we will save money in the long run, by not doing work that might need to be redone later in the restoration process.

1C

# REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

## EARNEST MONEY DEPOSIT

On this 23rd day of November, 2021 ("Offer Reference Date") South Salt Lake City ("Buyer") offers to purchase from ANRI Properties, LLC ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$5000 in the form of Check or Wire Transfer. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

## OFFER TO PURCHASE

### 1. PROPERTY: 2761 South Main Street

City of South Salt Lake, County of Salt Lake, State of Utah, Zip 84115 Tax ID No. 16-19-358-012-000C (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

**1.1 Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

**1.2 Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens ☐ other (specify) n/a

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

**1.3 Excluded Items.** The following items are excluded from this sale: n/a

**1.4 Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: n/a

### 2. PURCHASE PRICE.

**2.1 Payment of Purchase Price.** The Purchase Price for the Property is \$ 435,000. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$ 5000	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
\$	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHAVA Loan Addendum.
\$	(d) Seller Financing (see attached Seller Financing Addendum)
\$ 430000	(e) Balance of Purchase Price in Cash at Settlement
\$ 435,000	<b>PURCHASE PRICE. Total of lines (a) through (e)</b>

**2.2 Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

### 3. SETTLEMENT AND CLOSING.

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages Buyer's Initials CW Date 12-10-21 Seller's Initials Date

Utah Association  
of REALTORS®

**ADDENDUM NO. 2**  
**TO**  
**REAL ESTATE PURCHASE CONTRACT**  
**(MULTIPLE OFFERS)**



**THIS IS A COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of the 11th day of February, 2022 including all prior addenda and counteroffers, between South Salt Lake City as Buyer, and J & J Family Trust as Seller, regarding the Property located at 20 E. Southgate Avenue, South Salt Lake, UT 84115. (the "Property").

**1. Notice of Multiple Offers.** Buyer is advised that Buyer's purchase offer (as contained in the REPC), is one of two or more purchase offers ("Multiple Offers") that Seller has received from separate interested buyers. Rather than accept any of the Multiple Offers, Seller has elected to provide a counteroffer to each interested buyer. The terms below represent Seller's counteroffer to Buyer.

**2. Terms of Counteroffer.** The REPC is hereby modified as follows:

(A): Purchase price to be \$475,000.

**3. Not Binding Unless Notified by Seller.** Buyer shall have until 7 : 00 [ ] AM [X] PM (MST) on the 14th day of February, 2022 to accept the terms of this Counteroffer in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this Counteroffer shall lapse. Buyer agrees however, that in the event Buyer accepts the terms of this Counteroffer, SELLER SHALL NOT BE OBLIGATED TO SELL THE PROPERTY TO BUYER, AND THERE SHALL BE NO BINDING CONTRACT BETWEEN BUYER AND SELLER, UNLESS BUYER RECEIVES WRITTEN NOTIFICATION FROM SELLER BY 5:00 P.M. (MST) ON THE 15th day of February, 2022 (THE "NOTIFICATION DEADLINE") THAT BUYER'S PURCHASE OFFER AS CONTAINED IN THE REPC (AND AS MODIFIED BY THIS COUNTEROFFER) IS THE SUCCESSFUL PURCHASE CONTRACT FOR THE PROPERTY. If by the Notification Deadline, Seller fails to provide Buyer with such written notice, this Counteroffer and any other negotiations or agreements between Buyer and Seller shall be deemed automatically null and void; and Buyer's Earnest Money Deposit shall be promptly returned to Buyer.

**TO THE EXTENT ANY TERMS OF THIS ADDENDUM** modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this Counteroffer shall remain the same.

<u>Jason Lynn</u>	02-13-2022 4:37 PM MST	<u>Jenna Kibeli Lynn</u>	02-13-2022 4:36 PM MST
[ ] Buyer [X] Seller Signature	(Date) (Time)	[ ] Buyer [X] Seller Signature	(Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

**CHECK ONE:**

☒ **ACCEPTANCE** of ADDENDUM/COUNTEROFFER: [ ] Seller ☒ Buyer hereby accepts the terms of this ADDENDUM/COUNTEROFFER.

[ ] **COUNTEROFFER:** [ ] Seller [ ] Buyer presents as a counteroffer the terms of attached Counteroffer No. \_\_\_\_\_

<u>Cherie Wood</u>	<u>2-14-2022</u>	<u>6:00 PM</u>
(Signature)	(Date)	(Time)

[ ] **REJECTION:** [ ] Seller [ ] Buyer rejects the foregoing ADDENDUM/COUNTEROFFER. [ ] Initials

This form is COPYRIGHTED by the UTAH ASSOCIATION OF REALTORS® for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



To Owner:  
South Salt Lake  
c/o Project Manager  
Camron Hone

From Contractor:  
Black Forest Paving

Project:  
3900 South

## Application and Certification for Payment

Application No: 4

Application Date: 8/19/2021

Period to: 8/19/2021

Project No:

Contract Date:

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	INSPECTOR
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,552,405.00
2. NET CHANGE by CHANGE ORDERS	\$ 40,015.00
3. CONTRACT SUM to DATE (Line 1 ± 2)	\$ 1,592,420.00
4. TOTAL COMPLETED & STORED to DATE (Column M on Continuation Sheet)	\$ 1,589,239.52
5. LESS PREVIOUS CERTIFICATES for PAYMENT (Line 6 from prior Certificate)	1479300.88 \$ 109938.64
6. LESS 5% RETENTION	\$
7. CURRENT PAYMENT DUE	\$ 109,938.64
8. BALANCE to FINISH (Line 3 less Line 4)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$32,429.30	
Total approved this month	\$7,585.70	
TOTALS	\$40,015.00	\$0.00
Net Changes by Change Order	\$40,015.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR Black Forest Paving

By:

*Camron Hone*

Date:

8/19/2021

### INSPECTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Inspector certifies to the Owner that to the best of the Inspector's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

INSPECTOR:

Date:

Print name here

PROJECT MANAGER:

Date:

Print name here

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# Application and Certification for Payment

## CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION and CERTIFICATION for PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 4  
APPLICATION DATE: 8/19/2021  
PERIOD TO: 8/19/2021  
PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE Bid Amount (C x E)	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN H OR J)	TOTAL COMPLETED AND STORED TO DATE (H + J + K)		% COMPLETE (M + F)	BALANCE TO FINISH (F - M)		
						FROM PREVIOUS APPLICATION (F + H)		THIS PERIOD			QUANTITY	CURRENT AMOUNT EARNED			QUANTITY	VALUE
						QUANTITY	PREVIOUS AMOUNT PAID	QUANTITY	CURRENT AMOUNT EARNED							
1	Traffic Control	1	LS	\$31,000.00	\$31,000.00	1	\$31,000.00			1	\$31,000.00	100%	\$0.00			
2	Mobilization	1	LS	\$45,000.00	\$45,000.00	1	\$45,000.00			1	\$45,000.00	100%	\$0.00			
3	Coordination	1	LS	\$3,500.00	\$3,500.00	1	\$3,500.00			1	\$3,500.00	100%	\$0.00			
4	Contractor Furnished Quality Control Program	1	LS	\$18,500.00	\$18,500.00	1	\$18,500.00			1	\$18,500.00	100%	\$0.00			
5	Cold Milling Bituminous Pavement	19,000	TON	\$11.40	\$216,600.00	16891	\$192,552.84			16890.6	\$192,552.84	89%	\$24,047.16			
6	Asphalt Overlay	18,000	TON	\$61.30	\$1,103,400.00	18291	\$1,121,260.98			18291.37	\$1,121,260.98	102%	(\$17,860.98)			
7	PED Ramp	11	EA	\$3,000.00	\$33,000.00	11	\$33,000.00			11	\$33,000.00	100%	\$0.00			
8	Pavement Markings	1	LS	\$15,500.00	\$15,500.00	1	\$15,500.00			1	\$15,500.00	100%	\$0.00			
9	Manhole Adjustment - 87															
9A	Manholes Lowering	87	EA	\$200.00	\$17,400.00	88	\$17,600.00			88	\$17,600.00	101%	(\$200.00)			
9B	Manholes Raising	87	EA	\$385.00	\$33,495.00	88	\$33,880.00			88	\$33,880.00	101%	(\$385.00)			
10	Monument Adjustment - 7															
10A	Monuments Lowering	7	EA	\$200.00	\$1,400.00	8	\$1,600.00			8	\$1,600.00	114%	(\$200.00)			
10B	Monuments Raising	7	EA	\$280.00	\$1,960.00	8	\$2,240.00			8	\$2,240.00	114%	(\$280.00)			
11	Water Valve Adjustment - 50															
11A	Water Valve Lowering	50	EA	\$200.00	\$10,000.00	54	\$10,800.00			54	\$10,800.00	108%	(\$800.00)			
11B	Water Valve Raising	50	EA	\$285.00	\$14,250.00	54	\$15,390.00			54	\$15,390.00	108%	(\$1,140.00)			
12	Cleanout Box Adjustment	8	EA	\$925.00	\$7,400.00	8	\$7,400.00			8	\$7,400.00	100%	\$0.00			
	Change Order 1	1	LS	\$6,485.00	\$6,485.00	1	\$6,485.00			1	\$6,485.00	100%	\$0.00			
	Change Order 2	1	LS	\$795.00	\$795.00			1	\$795.00	1	\$795.00	100%	\$0.00			
	Change Order 3	1	LS	\$1,025.00	\$1,025.00			1	\$1,025.00	1	\$1,025.00	100%	\$0.00			
	Change Order 5	1	LS	\$1,450.00	\$1,450.00	1	\$1,450.00			1	\$1,450.00	100%	\$0.00			
	Change Order 6	1	LS	\$18,750.00	\$18,750.00			1	\$18,750.00	1	\$18,750.00	100%	\$0.00			
	Change Order 7	1	LS	\$3,925.00	\$3,925.00			1	\$3,925.00	1	\$3,925.00	100%	\$0.00			
	Change Order 8	1	LS	\$7,585.70	\$7,585.70			1	\$7,585.70	1	\$7,585.70	100%	\$0.00			
	5% Retention						(\$77,857.94)		\$77,857.94							
OK to Pay: \$109,938.64						GrL: 40-80-742-02										
Final Payment.																
Singhmani 8/23/2021																
GRAND TOTALS						\$1,592,420.70		\$1,479,300.88		\$109,938.64		\$1,589,239.52	100%	\$3,181.18		

3C

**MILLCREEK, UTAH**  
**RESOLUTION NO. 21-20**

**A RESOLUTION OF THE CITY COUNCIL APPROVING THE EXECUTION OF AN  
INTERLOCAL COOPERATION AGREEMENT WITH CITY OF SOUTH SALT LAKE  
PROVIDING FOR THE JOINT PARTICIPATION IN A PAVEMENT PROJECT FOR  
3900 SOUTH BETWEEN THE JORDAN RIVER AND 700 EAST**

**WHEREAS**, the Millcreek Council ("Council") met in regular session on June 14, 2021, to consider, among other things, approving an Interlocal Cooperative Agreement with the City of South Salt Lake providing for the joint participation in a pavement project for 3900 South between the Jordan River and 700 East; and

**WHEREAS**, the Utah Local Cooperative Act (Utah Code Ann. § 11-13-101, *et seq.*) (the "Act") provides that two or more entities are authorized to enter into agreements with each other for joint or cooperative action; and

**WHEREAS**, City of South Salt Lake ("South Salt Lake") and Millcreek are public agencies, as contemplated in the Act, and the services contemplated are joint and cooperative actions, as contemplated in the Act; and

**WHEREAS**, Millcreek and South Salt Lake desire to enter into an Interlocal Agreement, which is attached hereto as Exhibit A, (the "Agreement") to provide for joint participation in a pavement project for 3900 South between the Jordan River and 700 East; and

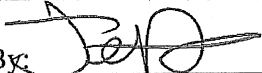
**WHEREAS**, the Agreement sets forth the purpose thereof, the extent of participation of the parties, and the rights, duties, and responsibilities of the parties.

**NOW, THEREFORE, BE IT RESOLVED** that the Agreement is approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution assigned No. 21-20, shall take effect immediately on passage.

**PASSED AND APPROVED** by the Millcreek Council this 14<sup>th</sup> day of June 2021.

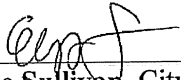
**MILLCREEK COUNCIL**

By: 

\_\_\_\_\_  
Jeff Silvestrini, Mayor



ATTEST:

  
Elyse Sullivan, City Recorder

Roll Call Vote:

Silvestrini	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Marchant	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Jackson	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Catten	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Uipi	<input checked="" type="radio"/> Yes	<input type="radio"/> No



City of South Salt Lake  
220 East Morris Avenue #200  
SSLC UT 84115-3200

801.483.6000

Receipt No: 2.025151

Sep 17, 2021

MILLCREEK CITY

MISCELLANEOUS - 50% REIMBURSE 3900 S PROJECT 40-80-742-02 ROAD PROJECTS - 3900 S OVE	54,969.32
--	-----------

Total:	54,969.32
--------	-----------

Check	Chk No: 5138	54,969.32
Total Applied:		54,969.32

Change Tendered:	.00
------------------	-----

03/04/22 12:02PM



*City of South Salt Lake  
220 E. Morris Ave., Suite 200  
South Salt Lake City, Utah 84115  
Phone: (801) 483-6000*

## **AGREEMENT**

### **2022 Columbus Center Co-Op Remodel**

ON this 2nd day of March, 2022, this Agreement ("Agreement") is entered into between the City of South Salt Lake ("CITY") and Hadfield Construction, LLC ("CONTRACTOR") regarding a demolition and remodeling project ("Project"). CITY and CONTRACTOR agree as follows:

#### **1. THE PROJECT.**

CONTRACTOR shall complete the Project that is generally described as the demolition and construction of interior improvements at 2530 S. 500 E. South Salt Lake, UT 84106, and which is more fully described in the exhibits to this Agreement. The CONTRACTOR provided a bid for the work necessary to complete the Project, attached to this Agreement as **Exhibit A**, and which is incorporated into this Agreement by this reference.

#### **2. TIME TO COMPLETION OF AGREEMENT**

The Project shall be completed by June 30, 2022. The Project shall begin upon execution of this Agreement.

#### **3. TIME OF THE ESSENCE/LIQUIDATED DAMAGES.**

Time is of the essence to complete the Project. CITY will suffer financially if the Project is not completed on time. Due to the difficulty to quantify the damage to CITY if the Project is not completed on schedule, CONTRACTOR agrees to pay CITY **\$500.00** as liquidated damages for each day the Project continues beyond the date set forth in paragraph 2 without substantial completion (unless the date is extended by amendment to this Agreement).

#### **4. CONTRACT PRICE/PAYMENT.**

The contract price is **\$570,000.00**. CITY reserves the right, pursuant to Utah Code Ann. § 13-8-5 to hold as retainage up to five percent (5%) of the contract price until all work is completed to its satisfaction. The Contractor agrees to receive payment only upon completion of the Project.

#### **5. CONTRACTOR'S AWARENESS OF CONTRACT TERMS AND SITE CONDITIONS.**

CONTRACTOR acknowledges the following: (1) it has reviewed this Agreement with all its addenda and agrees that it is generally sufficient to furnish understanding of all terms and conditions necessary to perform the Project; (2) it understands the rising and falling price of goods and materials, and by accepting the contract price above, it accepts the risk or the benefit of such market shifts; (3) it has visited the Project site, is familiar with it and is satisfied with site conditions and weather conditions that may affect the cost, progress or performance of the Project; (4) it is familiar with all local, state and federal laws and regulations that may affect the cost, progress or performance of the Project; (5) it has performed any explorations or tests necessary to become



## Purchase Agreement

CCG LLC  
358 S Rio Grande, Suite 100  
Salt Lake City, UT 84101  
Phone: 801-359-6622  
<http://ccgslc.com/>

Proposal Number	4269
Date	03/02/2022
Customer PO #	
Terms	50% DEPOSIT NET 10
Page	1 of 9

B South Salt Lake Community Co-Op  
I 2530 500E  
L South Salt Lake, UT 84106  
L  
T ATTN: Sharen Hauri  
O Phone: 801-464-6771  
Email: shauri@southsaltlakecity.com

I South Salt Lake Community Co-Op  
N 2530 500E  
S South Salt Lake, UT 84106  
T  
A  
L ATTN: Sharen Hauri  
L Phone: 801-464-6771  
A Email: shauri@southsaltlakecity.com  
T

Proposal Description: So Salt Lake Comm Co-OP / See Invoice footer

### Project Team:

Sales, Matt Wojchowski, mwojchowski@ccgslc.com, 801-664-4675

Sales, Natalie Hewlett, nhewlett@ccgslc.com, 801-309-5237

Designer, Jane Block, jblock@ccgslc.com, 801-359-6622 ext 129

Project Coordinator, Carey Desmarais, cdesmarais@ccgslc.com, 801-359-6622 ext 124

Group	Quantity	Description	Unit Price	Extended Amount
A -	1.0	CAFE AREA	2,393.50	2,393.50

Line	Quantity	Description	Unit Price	Extended Amount
1	6.00 Each	1131.FT2S2.PS.PB.AR0--FC1-G0-SC20-AC Orbix, Wire, 30" Bar Stool , Plastic Seat, Plastic Back, Armless FC1:Black Frame G0:No Glides SC20:Latte AC:Fully Assembled in Carton	188.27	1,129.62
2	3.00 Each	T-RDR3042DSG--TBS-LAM-TBS-LAM-A-RO-L0321-TBS-PAINT-TBS-PAINT-A-RO-P0002-TBS-EDGE-RO-E083-V2 TBL, RND, 2mm, 30Dx42H, DISC, GLD TBS-LAM:Laminate Option TBS-LAM-A:Table Laminate A RO-L0321:Storm TBS-PAINT:Table Leg Paint Option TBS-PAINT-A:Table Leg Grade A Paint RO-P0002:Black TBS-EDGE:Edge Option RO-E083-V2:Storm Rigid	331.25	993.75
50	1.00 Each	SURCHARGE AIS Surcharge	101.33	101.33
51	1.00 Each	FREIGHT AIS Freight	168.80	168.80

Group	Quantity	Description	Unit Price	Extended Amount
B -	1.0	COMMUNITY LOUNGE	24,638.79	24,638.79

Line	Quantity	Description	Unit Price	Extended Amount
3	24.00 Each	93FB.A48--SC15--G7 Anytime, Side Chair, Black Frame, A48 Arm SC15:LAGOON ~:NO SELECTION	185.60	4,454.40



## Purchase Agreement

CCG LLC  
358 S Rio Grande, Suite 100  
Salt Lake City, UT 84101  
Phone: 801-359-6622  
<http://ccgslc.com/>

Proposal Number	4269
Date	03/02/2022
Customer PO #	
Terms	50% DEPOSIT NET 10
Page	2 of 9

4C

4	5.00 Each	G7:STANDARD MULTI-SURFACE GLIDE 93FB.A48--SC20--G7 Anytime, Side Chair, Black Frame, A48 Arm SC20:LATTE ~:NO SELECTION G7:STANDARD MULTI-SURFACE GLIDE	185.60	928.00
5	8.00 Each	93FB--SC15--G7-- Anytime, Side Chair, Black Frame, Armless SC15:LAGOON ~:NO SELECTION G7:STANDARD MULTI-SURFACE GLIDE ~:NO TABLET UPGRADE	154.67	1,237.36
6	5.00 Each	AH4S2429P-54B--/EFW-Standard-/LFW-/BL Athens Square Table,4"Column,20" Base,Powdercoat,29"H,24x24",54B Edge /EFW:FROSTY WHITE EDGE Standard:KI LAMINATES /LFW:FROSTY WHITE 1573-60 /BL:BLACK	424.00	2,120.00
7	2.00 Each	GBI.BH4.BMM.GL1--UMU-Multiple Upholstered-FG1-MALIBU-SOOT-Multiple Upholstered-FG2-MONTEREY-CITRUS--CH5-BF04-P3 GOBI, MIDBACK LOUNGE, METAL BASE, GLIDE UMU:MULTIPLE UPHOLSTERED Multiple Upholstered:MULTIPLE UPHOLSTERED FOR SEAT SHELL FG1:FABRIC VINYL GRADE 1 MALIBU:MALIBU COLOR SELECTION SOOT:MALIBU SOOT Multiple Upholstered:MULTIPLE UPHOLSTERED FOR SEAT CUSHION FG2:FABRIC/VINYL GRADE 2 MONTEREY:MONTEREY STANDARD COLOR SELECTION CITRUS:MONTEREY CITRUS ~:NO SELECTION ~:NO MOISTURE BARRIER CH5:CYLINDER, FREE SWIVEL, FIXED HEIGHT BF04:CHARCOAL P3:PARTIALLY ASSEMBLED IN CARTON	888.53	1,777.06
8	2.00 Each	TCRA-3672-LJSNGC4A--H-KL-,HP-KL-,TR-K Jive,Tbl,Rect,Lam,36"x72",Eb3,Std,Co:none,Brd,Cstr,29"h,Ptd ,H-KL:NEO WALNUT, GRADE B ,HP-KL:NEO WALNUT, GRADE A ,TR-K:CHARCOAL, GRADE A	757.45	1,514.90
9	5.00 Each	TCRQ-3636-LJSNXC4A--H-KL-,HP-KL-,TR-K Jive,Tbl,Sq,Lam,36"x36",Eb3,Std,Co:none,X,Cstr,29"h,Ptd ,H-KL:NEO WALNUT, GRADE B ,HP-KL:NEO WALNUT, GRADE A ,TR-K:CHARCOAL, GRADE A	385.87	1,929.35
10	1.00 Each	SODC-1616-P-,PW-PL-,TR-F Openest Sprig Table, Round, 16" D x 17" H, Painted MDF ,PW-PL:POLAR, GRADE A ,TR-F:BLACK, GRADE A	377.61	377.61
11	7.00 Each	1131.FT2S2.PS.PB.AR0--FC1-G0-SC23-AC Orbix, Wire, 30" Bar Stool, Plastic Seat, Plastic Back, Armless	188.27	1,317.89



## Purchase Agreement

CCG LLC  
358 S Rio Grande, Suite 100  
Salt Lake City, UT 84101  
Phone: 801-359-6622  
<http://ccgslc.com/>

Proposal Number	4269
Date	03/02/2022
Customer PO #	
Terms	50% DEPOSIT NET 10
Page	3 of 9

FC1:BLACK FRAME  
G0:NO GLIDES  
SC23:TANGERINE  
AC:FULLY ASSEMBLED IN CARTON

12	3.00	SMG-1	64.78	194.34
	Each	Riverbend, Ganging Bracket		
13	4.00	SMSM-3367-HNF--(MOMENTUM_SILICA_ETCH-,AL-A61-	2,196.97	8,787.88
	Each	(MOMENTUM_SILICA_ETCH-,AL-A61-,TR-TF Riverbend,Straight,Mid Bk,Faux Lea Seat and Bk,67,W,Felt Glid (MOMENTUM_SILICA_ETCH:MOMENTUM SILICA ETCH ,AL-A61:MOMENTUM SILICA ETCH - COPPER, GRADE F (MOMENTUM_SILICA_ETCH:MOMENTUM SILICA ETCH ,AL-A61:MOMENTUM SILICA ETCH - COPPER, GRADE F ,TR-TF:PITCH (TEXTURED), GRADE A		

Group	Quantity	Description	Unit Price	Extended Amount
C -	1.0	CONFERENCE AREA	8,476.99	8,476.99

Line	Quantity	Description	Unit Price	Extended Amount
14	2.00	EN-T4242RT--DS2-DS2-QR	446.93	893.86
	Each	Eleven 42x42x1 TFL Round Top DS2:DESERT (DS2) DS2:DESERT (DS2) QR:NO CUTOUT		
15	1.00	EUC1-PF0P-400000--,,TR-PM8	351.32	351.32
	Each	FTU with Smooth bezel, 1sd, Corded - Straight,6ft.,4 Recpt,0 Dual Usb-A,0 Usb- c18w,0 Usb-c60w,0 Data port,0 Cable bay (2 ports) ,TR-PM8:MATTE WHITE, GRADE A		
16	1.00	TCRA-3672-LJSFGJ4A--,,H-KL-,HP-KL-,TR-K	786.97	786.97
	Each	Jive,Tbl,Rect,Lam,36"x72",Eb3,Std,Co:1sd/4opn/cntr,Brd,Cstr/Pwrrdy,29"h,Ptd ,H-KL:NEO WALNUT, GRADE B ,HP-KL:NEO WALNUT, GRADE A ,TR-K:CHARCOAL, GRADE A		
17	12.00	1113.T--BT1-FC1-BC1-FG7-SILICA ETCH-SE IN-MC21-LA2-CS5-CH1-UC	537.07	6,444.84
	Each	Mavic, Collaborative 5-star, Midback Mesh, Swivel tilt BT1:5-STAR NYLON FC1:BLACK BC1:BLACK NYLON BASE FG7:FABRIC GRADE 7 SILICA ETCH:SILICA ETCH STANDARD COLOR SELECTION SE IN:SILICA ETCH INK MC21:NICKEL LA2:NICKEL CS5:CARPET CASTERS CH1:STANDARD CYLINDER UC:BACK ATTACHED TO SEAT, BASE SEPARATE		

Group	Quantity	Description	Unit Price	Extended Amount
D -	1.0	TECH LOUNGE	26,715.40	26,715.40

Line	Quantity	Description	Unit Price	Extended Amount
------	----------	-------------	------------	-----------------



## Purchase Agreement

CCG LLC  
358 S Rio Grande, Suite 100  
Salt Lake City, UT 84101  
Phone: 801-359-6622  
<http://ccgslc.com/>

Proposal Number	4269
Date	03/02/2022
Customer PO #	
Terms	50% DEPOSIT NET 10
Page	4 of 9

18	6.00 Each	1033.LT.BK2.Y.A153 Novo, Large and Tall Highback, Mesh Back, Enhanced Synchro Cntrl, A153 Height/Width Adj AL1 LA1 S0 B7 C11 ~ MC20 FABRIC ~ FG2 DYNAMIC SKY KD	523.73	3,142.38
19	2.00 Each	CAM.SN1.FS8--LS17--~--USU-FG2-MONTEREY-CITRUS-P3 CAMEO SINGLE SEAT WITH DUAL ARMS LS17:CHARCOAL ~:NO SELECTION ~:NO SELECTION USU:SINGLE UPHOLSTERED FG2:FABRIC/VINYL GRADE 2 MONTEREY:MONTEREY STANDARD COLOR SELECTION CITRUS:MONTEREY CITRUS P3:PARTIALLY ASSEMBLED IN CARTON	1,200.00	2,400.00
20	2.00 Each	CAM.SN3.FS8--BF04--~--USU-FG2-STRIVE-PACIFIC-P3 CAMEO THREE-SEATER WITH DUAL ARMS BF04:CHARCOAL ~:NO SELECTION USU:SINGLE UPHOLSTERED FG2:FABRIC/VINYL GRADE 2 STRIVE:STRIVE STANDARD COLOR SELECTION PACIFIC:STRIVE PACIFIC P3:PARTIALLY ASSEMBLED IN CARTON	2,328.00	4,656.00
21	6.00 Each	EUF1-PFOW-21000 Classic Power Module,3 Port,2 Recpt,1 USB,White,6' Cord	136.90	821.40
22	6.00 Each	EUFB-0000-SW Classic Power Module,brkt,Vertical above ws,Wht	32.84	197.04
23	4.00 Each	VZCC-0000-H Compose Top Cap, Steel Trim, Clip, Pk of 5	22.64	90.56
24	6.00 Each	ZZBD-1600-PP Compose, Cntlvr Brkt,16In.D,Bh	39.02	234.12
25	3.00 Each	VZCE-0000-H Compose, EOR, Steel Trim, clip, Pk of 5	20.38	61.14
26	12.00 Each	VZFF-4236-NNNNNR--,TR-K Compose, Frm,42Hx36W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std ,TR-K:CHARCOAL, GRADE A	85.04	1,020.48
27	4.00 Each	VZFF-4248-N3HHNR--,TR-K-,TR-K-,TR-K Compose, Frm,42Hx48W,Bs 3CIR,Bs Cvhl/Cvhl,No Blt Pwr,Std Edge Trim Color:,TR-K:CHARCOAL GRD A Base Trim Color A:,TR-K:CHARCOAL GRD A Base Trim Color B:,TR-K:CHARCOAL GRD A	185.78	743.12
28	4.00 Each	VZCT-4200-H--,TR-K-,TR-K Compose,Connector Trim,Corner,3-Way 42In.H, Steel ,TR-K:CHARCOAL, GRADE A ,TR-K:CHARCOAL, GRADE A	82.68	330.72
29	2.00 Each	VZCX-4200-H--,TR-K Compose,Connector Trim,Corner,4-Way 42In.H, Steel ,TR-K:CHARCOAL, GRADE A	54.30	108.60
30	12.00 Each	VZCE-4200-H--,TR-K Compose,Panel Trim,End-Of-Run 42In.H, Steel	22.92	275.04



## Purchase Agreement

CCG LLC  
358 S Rio Grande, Suite 100  
Salt Lake City, UT 84101  
Phone: 801-359-6622  
<http://ccgslc.com/>

Proposal Number	4269
Date	03/02/2022
Customer PO #	
Terms	50% DEPOSIT NET 10
Page	5 of 9

		,TR-K:CHARCOAL, GRADE A		
31	8.00	VZTI-3248-FNN--(C1)-,C1-AM	79.46	635.68
	Each	Compose,Single Tile,32In.HX48In.W,Fabric/Tackable,Std Core,No Tech (C1):STRIAE		
		,C1-AM:STRIAE - BAND, GRADE A		
32	24.00	VZTI-4036-FNN--(C1)-,C1-AM	79.54	1,908.96
	Each	Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech (C1):STRIAE		
		,C1-AM:STRIAE - BAND, GRADE A		
33	12.00	VZCC-0036-HS--,TR-K	23.53	282.36
	Each	Compose,Top Trim 36In.W,Stl, Pnl Frame		
		,TR-K:CHARCOAL, GRADE A		
34	4.00	VZCC-0048-HS--,TR-K	27.39	109.56
	Each	Compose,Top Trim 48In.W,Stl, Pnl Frame		
		,TR-K:CHARCOAL, GRADE A		
35	2.00	EUER-153P-GS0S--,TR-K	84.60	169.20
	Each	Triplex Receptacle,15 Amp, 332, CM		
		Tech Surface Color 1A:,TR-K:CHARCOAL GRD A		
36	2.00	VZEB-0000-3	128.51	257.02
	Each	Compose,Base Feed Module,3Cir,332		
37	2.00	VZEF-0R0S	43.08	86.16
	Each	Compose,Flex Connector,Straight Span,3-Circuit		
38	16.00	VZAD-0000-R--,TR-K	1.46	23.36
	Each	Elec Comp, Data Blank Cover, Hard Surf Tiles all manuf dates, Fabric Tiles manuf after 3/17/2009		
		,TR-K:CHARCOAL, GRADE A		
39	4.00	GBI.BH4.BMM.GL1--UMU-Multiple Upholstered-FG1-MALIBU-SOOT-Multiple	888.53	3,554.12
	Each	Upholstered-FG2-MONTEREY-CITRUS----CH5-BF04-P3		
		GOBI, MIDBACK LOUNGE, METAL BASE, GLIDE		
		UMU:MULTIPLE UPHOLSTERED		
		Multiple Upholstered:MULTIPLE UPHOLSTERED FOR SEAT SHELL		
		FG1:FABRIC VINYL GRADE 1		
		MALIBU:MALIBU COLOR SELECTION		
		SOOT:MALIBU SOOT		
		Multiple Upholstered:MULTIPLE UPHOLSTERED FOR SEAT CUSHION		
		FG2:FABRIC/VINYL GRADE 2		
		MONTEREY:MONTEREY STANDARD COLOR SELECTION		
		CITRUS:MONTEREY CITRUS		
		~:NO SELECTION		
		~:NO MOISTURE BARRIER		
		CH5:CYLINDER, FREE SWIVEL, FIXED HEIGHT		
		BF04:CHARCOAL		
		P3:PARTIALLY ASSEMBLED IN CARTON		
40	2.00	SORA-5320-P--,PW-PL-,TR-F	531.22	1,062.44
	Each	Openest Sprig Table, Rectangular, 53" W x 19.7" D x 12" H, Painted MDF		
		,PW-PL:POLAR, GRADE A		
		,TR-F:BLACK, GRADE A		
41	14.00	1131.FT2S2.PS.PB.AR0--FC1-G0-SC20-AC	188.27	2,635.78
	Each	Orbix, Wire, 30" Bar Stool , Plastic Seat, Plastic Back, Armless		
		FC1:BLACK FRAME		



## Purchase Agreement

CCG LLC  
358 S Rio Grande, Suite 100  
Salt Lake City, UT 84101  
Phone: 801-359-6622  
<http://ccgslc.com/>

Proposal Number	4269
Date	03/02/2022
Customer PO #	
Terms	50% DEPOSIT NET 10
Page	6 of 9

4C

G0:NO GLIDES  
SC20:LATTE  
AC:FULLY ASSEMBLED IN CARTON

42	6.00 Each	VZAR-0000--,TR-K Panel, Receptacle Blank Cover, Svc ,TR-K:CHARCOAL, GRADE A	2.42	14.52
43	4.00 Each	3260.TT9--BF04-TM3-TL14-P3 Uni, Rectangular Laptop Table BF04:CHARCOAL TM3:LAMINATE TOP AND POLYMER EDGE TL14:UPTOWN WALNUT P3:FINAL ASSEMBLY REQUIRED	244.80	979.20
44	6.00 Each	WURA-2448-LJSA--,H-KL-,HP-KL Worksurface, Rect,24Dx48W,Lam,Edgeband,Std Core,Notched ,H-KL:NEO WALNUT, GRADE B ,HP-KL:NEO WALNUT, GRADE A	152.74	916.44

Group	Quantity	Description	Unit Price	Extended Amount
E -	2.0	TOUCH DOWN	1,652.20	3,304.40

Line	Quantity	Description	Unit Price	Extended Amount
45	4.00 Each	1113.T--BT1-FC1-BC1-FG7-SILICA ETCH-SE IN-MC21-LA2-CS5-CH1-UC Mavic, Collaborative 5-star, Midback Mesh, Swivel tilt BT1:5-STAR NYLON FC1:BLACK BC1:BLACK NYLON BASE FG7:FABRIC GRADE 7 SILICA ETCH:SILICA ETCH STANDARD COLOR SELECTION SE IN:SILICA ETCH INK MC21:NICKEL LA2:NICKEL CS5:CARPET CASTERS CH1:STANDARD CYLINDER UC:BACK ATTACHED TO SEAT, BASE SEPARATE	537.07	2,148.28
46	8.00 Each	WUCL-0001 Straight Leg Basic,Universal	46.28	370.24
47	2.00 Each	WURA-3066-LJSA--,H-KL-,HP-KL Worksurface, Rect,30Dx66W,Lam,Edgeband,Std Core,Notched ,H-KL:NEO WALNUT, GRADE B ,HP-KL:NEO WALNUT, GRADE A	223.20	446.40
48	2.00 Each	EUF1-PF0W-21000 Classic Power Module,3 Port,2 Recpt,1 USB,White,6' Cord	136.90	273.80
49	2.00 Each	EUFB-0000-SW Classic Power Module,brkt,Vertical above ws,Wht	32.84	65.68

### Individual Items

10,906.00

Line	Quantity	Description	Unit Price	Extended Amount
52	10.00 Each	DESIGN TIME	60.00	600.00
53	1.00	LABOR	10,306.00	10,306.00





## Purchase Agreement

CCG LLC  
358 S Rio Grande, Suite 100  
Salt Lake City, UT 84101  
Phone: 801-359-6622  
<http://ccgslc.com/>

4C

Proposal Number	4269
Date	03/02/2022
Customer PO #	
Terms	50% DEPOSIT NET 10
Page	7 of 9

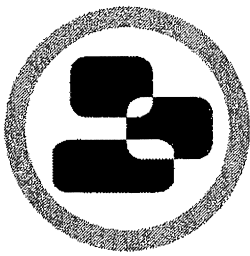
Each Labor to receive, inspect, deliver and install Cafe Area, Community Lounge, Conference Room and Tech Lounge, per plan.

Subtotal : \$76,435.08

**GRAND TOTAL : \$76,435.08**

**REQUIRED DEPOSIT 50.0% : \$38,217.54**

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED. THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE!



# SCHOOL OUTFITTERS

PO Box 1367  
Middletown OH 45042-1367  
www.schooloutfitters.com

Invoice Questions: 866-619-3776  
Order Status/Issues: 866-619-1776  
To place an order: 800-260-2776

## Invoice

Invoice #  
INV13736822

Customer PO:  
58953

4C

<b>Bill To</b> City of South Salt Lake Amy Knight, Purchasing Department 220 Morris Ave Ste 200 Salt Lake City, UT 84115-3200 USA Phone: 1 (801) 706-0124 Fax: Email: aknight@sslc.gov	<b>Ship To</b> City of South Salt Lake Parks & Rec Amy Knight, Purchasing Department 2531 S 400 E  South Salt Lake, UT 84115-3305 USA Phone: 1 (801) 706-0124 Fax: Email: aknight@sslc.gov
---	---

ACCOUNT NUMBER	INVOICE NUMBER	INVOICE DATE	ORDER NUMBER	PAYMENT DUE
CL377563	INV13736822	2/16/2022	ORD11476449	3/18/2022

SKU #	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
NPS-SLT3-3072C	Adjustable-Height Steel Frame Science Lab Table w/ Chemical Resistant Top (30" W x 72" L)	3	\$551.86	\$1,655.58

Special product pricing based on State of Utah  
(Contract # MA3236)

ANY QUESTION OR DISCREPANCIES CONCERNING THIS ORDER MUST BE REPORTED  
WITHIN SEVEN DAYS TO OUR SALES AND SERVICE DEPARTMENT AT 1-866-619-1776

Special shipping pricing based on the following:

- State of Utah  
(Contract # MA3236)

SUB TOTAL	\$1,655.58
SHIPPING & HANDLING	\$0.00
SALES TAX	\$0.00
INVOICE TOTAL	\$1,655.58

AMOUNT PAID/CREDIT	\$0.00
AMOUNT DUE	\$1,655.58

PLEASE RETURN BOTTOM PORTION OF THIS INVOICE WITH YOUR REMITTANCE TO:

**School Outfitters**  
**PO Box 1367**  
**Middletown OH 45042-1367**

PLEASE PAY THIS AMOUNT	\$1,655.58
CITY OF SOUTH SALT LAKE P ... Amy Knight	
ACCOUNT NO.	CL377563
INVOICE NO.	INV13736822
INVOICE DATE	2/16/2022
PAYMENT DUE	3/18/2022



**SCHOOL  
OUTFITTERS**

*Furnishing great  
places to learn.*

[www.schooloutfitters.com](http://www.schooloutfitters.com) • PO Box 1367 • Middletown OH 45042-1367

4C  
For assistance, please contact:

Brennan Croy

Phone: 888-619-6922

Fax: 888-619-6923

[brennan.croy@schooloutfitters.com](mailto:brennan.croy@schooloutfitters.com)

## Quote Summary

Quote #: QUO11320421

Valid through: 12/28/2021

**Bill to:**  
City of South Salt Lake  
Amy Knight  
220 Morris Ave  
Salt Lake City UT 84115-3200 USA  
  
Phone: 1 (801) 464-6719  
Fax: N/A  
Email: [aknight@sslc.gov](mailto:aknight@sslc.gov)

**Ship to:**  
City of South Salt Lake  
Amy Knight  
220 Morris Ave  
Salt Lake City UT 84115-3200 USA  
  
Phone: 1 (801) 464-6719  
Fax: N/A  
Email: [aknight@sslc.gov](mailto:aknight@sslc.gov)

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
------	------	-------------	------	------	-------	---------------------------------------	-------------

1.	NPS-SLT3-3072C	<u>Adjustable-Height Steel Frame Science Lab Table w/ Chemical Resistant Top (30" W x 72" L)</u>	12	\$836.16	34%	\$551.86*	\$6,622.32
----	----------------	--	----	----------	-----	-----------	------------



**Options:**

Casters – add casters (+ \$101.48)

**Free Shipping**

**Estimated Delivery:**

8 business days after order confirmation

\*Special product pricing based on State of Utah  
(Contract # MA3236)

### Shipping & Handling Breakdown

Items Shipping From:	Shipping Via:	Service(s) Included:
National Public Seating	ABF FREIGHT SYSTEM	Lift Gate Call Ahead: Amy Knight 1 (801) 464-6719

Product SubTotal: \$6,622.32

Shipping & Handling: \$0.00

Sales Tax: 0.00

**Grand Total: \$6,622.32**

### Important Shipping Information

Special shipping pricing based on the following:

- State of Utah  
(Contract # MA3236)

Shipping on specified items includes a lift gate on the truck, but does not include inside delivery. The driver will lower items to the ground only. Customer must bring inside. Inside delivery is available for an additional charge.

Please remember to inspect your order at the time of delivery. Do not throw away any of the original packaging until inspection is completed. Any missing parts or damages must be reported to customer service at 1-866-619-1776 within 5 business days of delivery.

All quotations are for tailgate delivery, F.O.B. factory, unless otherwise noted.

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date (defined below), by and between MAVERIK, INC., a Utah corporation, formerly known as Maverik Country Stores, Inc., a Wyoming corporation, having a business address at 185 S. State Street, Suite 800, Salt Lake City, UT 84111 ("Seller"), and SOUTH SALT LAKE CITY, a Utah municipal corporation ("Buyer"). Intending to be legally bound hereby, Seller and Buyer agree as follows:

### **1. Sale and Purchase.**

- (a) On and subject to the terms and conditions set forth in this Agreement, Seller shall sell, convey, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, the following property:
  - (i) All that certain lot, tract or parcel of land located at 2650 South Main Street, in South Salt Lake City, Utah, as more particularly described in Exhibit A attached hereto and made part hereof (the "Property").

### **2. Purchase Price and Manner of Payment.**

- (a) In exchange for the Property, Buyer shall pay to Seller, and Seller shall accept from Buyer, the purchase price (the "Purchase Price") in the sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), which Purchase Price shall be payable in the following manner:
  - (i) Buyer shall deposit TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) with the Title Company identified below (the "Title Company"), which Title Company shall be acting as escrow agent, within five (5) business days of the Effective Date as earnest money ("Earnest Money") to be held by the Title Company and disbursed in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, as independent consideration for this Agreement, upon receipt of the Earnest Money, the Title Company shall immediately release \$100.00 of the Earnest Money to Seller as nonrefundable consideration for this Agreement. The Earnest Money shall be credited toward the Purchase Price at Closing. This Agreement shall constitute instructions to the Title Company, as escrow agent. Notwithstanding anything contained in this Agreement to the contrary (subject to the provisions of Section 4(c), Section 7(a), Section 9, Section 10, Section 11, and Section 15), the Earnest Money shall be nonrefundable to Buyer except in the event of a default by Seller in the performance of its obligations hereunder. The contact information for the Title Company is as follows: First American Title Insurance Company, Attn: Jacqueline Harrah, Address: 215 S. State Street, Suite 380, Salt Lake City, UT 84111, Phone: 801-578-8827, Email: jharrah@firstam.com.
  - (ii) The balance of the Purchase Price in the sum of FOUR HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$490,000.00) shall be payable on the Closing Date (as hereinafter defined), which sum shall be payable by federal funds wire transfer to Seller or to such other party for the benefit of Seller as may be directed by Seller in writing.

- 3. Closing.** The closing and consummation of this transaction (the "Closing") will be concluded by the Title Company and shall take place on the date that is thirty (30) days after the expiration of the Inspection Period (the "Closing Date"), or at such other place and/or date as the parties hereto shall agree in writing. If the Closing Date shall fall on a Saturday, Sunday or legal holiday in the State of

**FY 2022 Budget**  
**Proposed Budget Amendments - March 2022**

**Solid Waste Fund**

Ref	Description	Acct No	Uses:	Sources:
1S	Equipment Acquisition	53-70-797-00	\$ 7,000	
1S	Appropriation from Fund Balance	53-2981-000		\$ 7,000
<i>Increase due to vendor price increase</i>				
2S	Glass Recycling Contract	53-70-329-01	\$ 15,000	
2S	Appropriation to Fund Balance	53-2981-000	\$ 500	
2S	Glass Recycling Fees	53-3252-000		\$ 15,500
<i>To include glass recycling revenues and expenditures in the current year budget</i>				



**Locations:**  
 1000 Raco Court, Lawrenceville, GA 30046  
 625 West Mockingbird Lane, Dallas, TX 75247  
 1738 W. 20th St, Erie, PA 16502  
 7452 Presidents Dr, Orlando, FL 32809

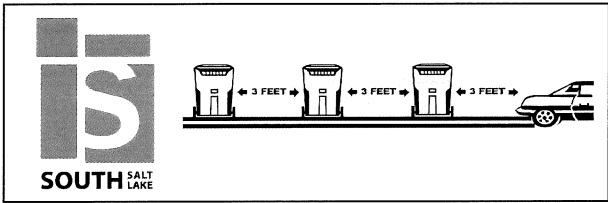
8875 Commerce Dr, DeSoto, KS 66018  
 7800 100th St, Pleasant Prairie, WI 53158  
 4010 East 26th St, Los Angeles, CA 90058

15  
**Proposal**

**Proposal #: 209859 020422**


**February 4, 2022**

<b>Bill-to: 209859</b>	<b>Ship-to: 209859</b>
<b>South Salt Lake City</b> 195 West Oakland Ave South Salt Lake, UT 84115	<b>South Salt Lake City</b> 195 West Oakland Ave South Salt Lake, UT 84115
<b>Billing Contact:</b>	<b>Shipping Contact:</b>
<b>Name: Kyle Kershaw</b> <b>Phone: 801-464-6756</b> <b>E-mail:</b>	<b>Name: David Alexander</b> <b>Phone: 801-412-3238</b> <b>E-mail: dalexander@sslc.com</b>

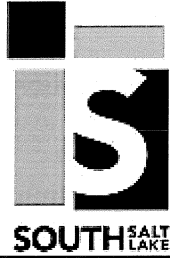
ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
<b>Rollout Cart Type:</b> 95 Gallon EG Cart <b>Body Color:</b> Forest Green <b>Lid Color:</b> Forest Green <b>Wheels / Casters:</b> 10" Snap on with Intergrated Spacer <b>Options:</b> N/A  <b>Artwork:</b> 	250	\$69.68	\$ 17,420.00
<b>Is Product Taxable?</b> No <b>Is Freight Taxable?</b> No <b>Tax Rate:</b> EXEMPT <b>Terms:</b> Net 30 Days	<b>Subtotal =</b> \$ 17,420.00 <b>Tax on Product =</b> <b>Freight Rate =</b> 3,800.00 <b>Tax on Freight =</b> <b>Total =</b> \$ 21,220.00		

<b>ADDITIONAL INFORMATION:</b>	
<b>Contract Options:</b>	None
<b>Ship From:</b>	Los Angeles, CA facility
<b>Lead Time:</b>	2 weeks
<b>Warranty:</b>	10 year unprorated warranty
<b>Quote Valid:</b>	30 Days
<b>Taxes:</b>	All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

\*\*\* All Credit Card transactions are subject to a 2% processing fee.

<b>PRESENTED BY:</b>	<b>ACCEPTED BY:</b>
 <i>Thena Combis</i> Thena Combis Regional Account Manager Northern CA, UT, NV & HI Cell: 530-340-0589 Email: tcombis@rehrig.com	   Sign and Print Name Date Title:

*To initiate order, please call or send signed proposal via fax or email to Presented By representative.*



*City of South Salt Lake  
220 E. Morris Ave., Suite 200  
South Salt Lake City, Utah 84115  
Phone: (801) 483-6000*

## **SERVICE AGREEMENT – GLASS COLLECTION AND RECYCLING**

THIS AGREEMENT ("Agreement") entered into this 1st day of October 2021, between the City of South Salt Lake, a municipal corporation organized under the laws of the state of Utah, 220 East Morris Avenue, 2nd Floor, South Salt Lake, Utah 84115, ("CITY") and Momentum Recycling, LLC, a Utah limited liability company, 658 S. 4050 W., Salt Lake City, UT 84104 ("CONTRACTOR") regarding the collection and disposal of recyclable glass ("Project").

### **WITNESSETH:**

WHEREAS, the CITY desires to retain an entity to offer glass recycling services to residents of the CITY; and

WHEREAS, CONTRACTOR responded to a request for proposals with a proposal dated June 24, 2021, and attached hereto as **Exhibit A** and incorporated by reference; and

WHEREAS, CONTRACTOR represents that it has the personnel with technical expertise, experience and knowledge to perform such work for the CITY:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. THE PROJECT.**

- a. CONTRACTOR shall provide monthly curbside collection of glass recycling to CITY residents and permittees who sign up for the service ("Subscribers");
- b. CONTRACTOR shall deliver to each resident who signs up for glass recycling service a grey, thirty-five (35) gallon wheeled cart that features a fully enclosed body to prevent leakage along with an attached lid, clearly marked "GLASS ONLY" within 7-10 days of the resident signing up for service;
- c. CONTRACTOR will deliver collected glass to CONTRACTOR's glass recycling facility where it will be cleaned, crushed, and sorted;
- d. CONTRACTOR shall safely and legally transport, process, and dispose of the collected recyclable glass in accordance with all applicable federal, state, and local laws and regulations; and
- e. CITY shall provide billing services for CONTRACTOR, retaining a portion of fees to cover administrative costs.

## **2. DEFINITIONS.**

For purposes of this Agreement, "residential dwelling" means a dwelling that abuts on a publicly owned and maintained road within the corporate limits of CITY, is part of a building having less than three units is occupied by a person or a group of persons comprising not more than two families, is currently receiving water services, and includes condominiums where each dwelling unit abuts a public road and has individual drive access to the public road.

## **3. TYPE OF COLLECTION.**

CONTRACTOR shall provide monthly collection of recyclable glass from residential dwellings approved by the CITY and from other dwellings that receive a permit from the CITY. Normal collection points shall be at curbside or on public rights-of-way. However, where an accommodation is necessary for those with one or more disabilities, CONTRACTOR will provide an accommodation in accordance with the American with Disabilities Act.

CONTRACTOR shall collect all recyclable glass that is in a proper container. When service is refused for failure to comply with the proper container and waste type restrictions, CONTRACTOR shall notify the resident(s) by email, carbon copying a representative from the CITY, indicating the noncompliance concern.

## **4. COLLECTION OPERATION.**

a. Collection Schedule. CONTRACTOR shall prepare and submit a collection schedule which will insure regular monthly collection service for recyclable glass. CONTRACTOR shall provide CITY with maps and schedules of collection routes and keep such information current. If CONTRACTOR substantially changes its routes or schedules, it shall provide new schedules to the CITY's Finance Director. CONTRACTOR shall notify each Subscriber of a schedule change by distributing flyers or through other means at least 30 days prior to the intended date of the proposed schedule change.

b. Time of Collection. CONTRACTOR shall not commence collection of recyclable glass in residential areas prior to 7:00AM or continue collection after 6:00PM.

c. Holidays. The following shall be holidays for the purposes of this contract: Thanksgiving Day and Christmas Day. If the regularly scheduled collection would occur on one of these holidays, CONTRACTOR shall provide notice to Subscribers receiving glass recycling collection services that glass collection shall occur on the next business day following the holiday.

d. Employees. CONTRACTOR agrees to prohibit any employee from working while under the influence of alcohol, drugs or otherwise impaired and by prohibiting drinking alcoholic beverages by drivers and crew members while on duty or in the course of performing their duties under this contract. CONTRACTOR's employees shall be required to wear a clean uniform bearing the CONTRACTOR's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. Employees driving CONTRACTOR's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of Utah. CONTRACTOR'S employees, officers, agents, and sub-contractors shall, at no time, be allowed to identify themselves as or in any way represent themselves as being employees or agents of CITY.

e. Hauling. All household recyclable glass hauled by CONTRACTOR shall





www.MomentumRecycling.com  
 info@momentumrecycling.com  
 658 S 4050 W, SLC, UT 84104  
 (801) 355-0334

### **Acceptable Materials**

All colors of glass bottles and jars are accepted (no sorting required), and there is no need to rinse with water or remove labels: Momentum Recycling's facility handles that as part of the process performed by our specialized equipment.

### **Service Fees & Billing**

Participating residents will incur an initial one-time *Activation Fee* of twenty-five dollars (\$25.00) to make & deliver the glass cart to their home. Momentum Recycling will retain ownership of the glass cart, which is to be returned to Momentum Recycling upon cancellation of service. If the cart is lost or stolen, the resident will incur another *Activation Fee* of twenty-five dollars (\$25.00) to replace the container. The *Activation Fee* may be waived by Momentum Recycling for promotional periods, the timing of which will be communicated to the City. If an existing South Salt Lake City subscriber relocates to a new address still eligible to receive South Salt Lake City solid waste collection services and also relocates their glass collection container to the new address, then Momentum Recycling will not charge and the City will not pay an *Activation Fee* in that situation.

The resident will pay a recurring *Service Fee* of eight dollars (\$8.00) per month for the monthly collection service. If a resident requests an additional cart, the resident will incur an additional one-time *Activation Fee* and pay an additional eight dollar (\$8.00) *Service Fee* per month per additional cart.

Billing shall be handled through the City's billing system. To compensate the City for handling overhead associated with billing, Momentum Recycling will invoice the City an *Activation Fee* of only twenty-three dollars (\$23.00) for each new subscriber and seven dollars and seventy-five cents (\$7.75) per month per glass collection container per subscriber.

### **Future Adjustment to Service Fee**

Momentum Recycling maintains a steadfast focus on controlling costs to ensure a stable pricing structure for our customers. To control price increases, we regularly monitor fleet performance, route density and safety protocols to operate as efficiently as possible. Our onsite natural gas refueling station has reduced our fuel costs while allowing our fleet to accommodate more stops on a single route. Nevertheless, predicting where the economy will be in the coming years is difficult, which we propose be addressed by the objective methods to rate adjustments described below.

The monthly *Service Fee* of eight dollars (\$8.00) per month will remain fixed for the first two (2) years of service, after which time Momentum Recycling retains the right at its discretion and with a ninety (90) day notice to the City to increase the *Service Fee* if any of the following occurs:

- Fuel Prices: We determine whether to assess a fuel surcharge based on rising diesel fuel prices (noting that the majority of our fleet operates on natural gas). Should diesel charges reach \$5.00-per-gallon, a fuel surcharge of 1% will be added to bills based on every 10-cent rise in diesel costs (calculated on a monthly basis).
- Motor Vehicle Insurance Rates: A notable cost increasing recently across the hauling industry, if motor vehicle insurance rates increase more than five percent (5%) year-



www.MomentumRecycling.com  
 info@momentumrecycling.com  
 658 S 4050 W, SLC, UT 84104  
 (801) 355-0334

- over-year, the *Service Fee* will increase to as high as nine dollars (\$9.00) per month for residents (of which eight dollars and seventy-five cents (\$8.75) per month per glass collection container per subscriber will be invoiced by Momentum Recycling to the City).
- Cost of Living Index: Due to cost of living increases over time creating a need to increase wages to retain skilled staff members, the *Service Fee* will increase to as high as nine dollars (\$9.00) per month (with the City again invoiced the same as in the point above) if the cost of living increases more than five percent (5%) from the start date of the program (which is expected to be September 1, 2021).

#### **Financial Capacity & Stability**

Momentum Recycling is not new to the City or to this industry: we have a 13-year track record of performance and reliability. The glass collection containers required for the initial customers forecast to signup are already waiting in our yard, while additional containers can be restocked within a matter of weeks. Operationally, Momentum Recycling's collection vehicles already service commercial customers in South Salt Lake City and surrounding areas, making the residential service a seamless addition to existing glass collection routes. From a technical perspective, the routing software, vehicle tracking system, mobile app, collection reminder notification system, admin portal, and online payment processing service are already purchased and fully functioning. Lastly, we are fully staffed (and ready to increase staffing if required) on our Operations Team and Customer Support Team.

#### **Performance of the Service**

Our entire fleet of trucks are semi-automated sideload vehicles, our driver exits the vehicle at each location to perform every service. The benefit to this setup is that the driver then inspects and documents several different data points per stop. Using Momentum Recycling's proprietary mobile software to record data, log notes and capture photos, the driver will:

- Record fullness levels for collecting diversion data.
- Ensure the cleanliness of the area surrounding the container.
- Document any contamination potentially present in the container; and,
- Inspect the structural integrity of the container to ensure safety.

Our fleet of eleven trucks perform collections six (6) days a week. The vehicles use our onsite natural gas refueling station to slow-fill overnight, allowing them to stay on route longer and reduce emissions. We embrace technology in many ways to streamline and support our operations, and we are continuously looking for ways to further improve the efficiency and reliability of the services we offer. We use advanced routing software to optimize collection routes to be the most efficient as possible and to minimize vehicle emissions. All trucks are equipped with vehicle tracking devices that provide real-time oversight into each vehicle's current status, exact location, rate of travel, recent history and other diagnostic data. The devices send instant alerts to our Operations Team related to such instances as idling, speeding, sudden braking, prolonged stops, distracted driving and other configurable metrics. All trucks are also equipped with both forward-facing and driver-facing dash cameras for additional safety that record & store footage for every second the vehicle is in operation.