



**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, May 10, 2023**, in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **7:00 p.m.**, or as soon thereafter as possible.

Watch live or recorded City Council meetings at sslc.gov

Conducting
Council Chair
Sergeant at Arms

Clarissa Williams, At-Large
Sharla Bynum, District 3
South Salt Lake PD

CITY COUNCIL

MEMBERS:

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

Opening Ceremonies

1. Welcome/Introductions
2. Serious Moment of Reflection/ Pledge of Allegiance

Clarissa Williams, At-Large
Natalie Pinkney, At-Large

Approval of Minutes

- April 26th, Work Meeting
- April 26th, Regular Meeting

No Action Comments

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

City Recorder

Action Items

New Business

1. An Ordinance of the South Salt Lake City Council Amending Section 3.11.110 of the South Salt Lake City Municipal Code to Modify Fees Relating to Parks and Community Centers in South Salt Lake City and to Update Names of Certain City Owned Facilities
2. The City Council Authorizing the Dissolution of the Granite High Community Development Project Area
3. The City Council Authorizing the Loan of Project Area Funds for the 3900 South Community Development Area

Sharen Hauri

Jonathan Weidenhamer

Jonathan Weidenhamer

Motion for Closed Meeting

Adjourn

Posted, May 5, 2023

See page two for continuation of Agenda

ARIEL ANDRUS
CITY RECORDER
220 E MORRIS AVE
SUITE 200
SOUTH SALT LAKE
UTAH
84115
P 801.483.6019
F 801.464.6770

Those needing auxiliary communicative aids or other services for this meeting should contact Ariel Andrus at 801-483-6019, giving at least 24 hours' notice.

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

Public 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. The Public will be asked to limit their remarks/questions to three (3) minutes each. 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.

Have a question or concern? Call the connect line 801-464-6757 or email connect@ssl.gov

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL AMENDING SECTION 3.11.110 OF THE SOUTH SALT LAKE CITY MUNICIPAL CODE TO MODIFY FEES RELATING TO PARKS AND COMMUNITY CENTERS IN SOUTH SALT LAKE CITY AND TO UPDATE NAMES OF CERTAIN CITY OWNED FACILITIES.

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 review of the consolidated fee schedule while updating other sections subsequent to a study conducted by Zion’s Public Finance, and following a market comparable study conducted by City staff, the City’s consolidated fee schedule, codified in South Salt Lake Municipal Code 3.11.110, should be updated to reflect the current economic status of the City’s services and costs in maintenance and administration of its parks and community centers; and

WHEREAS, due to recent action by the City Council in renaming the Columbus Community Center to the South Salt Lake Community Center, the addition and removal of certain rentable spaces, and due to the expiration and obsolescence of names associated with certain facilities such as pavilions in the City’s parks, the consolidated fee schedule needs to be updated to accurately reflect the current names of those facilities; and

WHEREAS, the City Council hereby determines that amending section 3.11.110 of the South Salt Lake Municipal Code to modify parks and community center fees and the names of certain city owned facilities as shown in “Exhibit A,” which is attached hereto and incorporated by this reference, is 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 City Council of the City of South Salt Lake as follows:

SECTION 1. Enactment. Section 3.11.110 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)

DATED this _____ day of _____, 2023.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

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

Transmitted to the Mayor's office on this _____ day of _____ 2023.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2023.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

Exhibit A:

3.11.110 Parks and Community Centers.

Individuals and Entities renting a City facility, or a portion of a City facility, are subject to the terms, conditions, and fees detailed below and any other terms and conditions stated in City facility rental applications/contracts and all other laws and City policies related to City Parks and Community Centers.

- A. Resident Rate. The "resident" rate applies only in cases in which: (1) a person residing in the City of South Salt Lake schedules a facility for a private, personal, or family event; (2) a business located in South Salt Lake schedules a facility for an employee social event. A person residing in the City or a business licensed in the City ~~may not schedule~~ **scheduling** a facility for an entity/organization/institute event or function or for a business enterprise at the "resident" **shall pay the "standard"** rate.
- B. Non-profit **Rate**. The "non-profit" rate applies only in cases where a non-profit entity schedules a facility for purposes that do not include fundraising or revenue generation for the entity. Any non-profit entity that schedules a facility for purposes that include fundraising shall pay the "~~commercial~~ **standard**" **rate fee**. ~~A non-profit entity that collects~~ **Collecting** a participation fee from those attending an event for the purpose of covering the cost of the event shall not be considered fundraising. Proof of non-profit 501(c)(3) status must be provided, such as a certificate issued by the state or the United States. Government agencies may receive the "non-profit" rate, upon request.
- C. Deposits. **Deposits must be paid at the time of booking and may be refunded subject to a post-event inspection.** The City may retain all or part of a deposit when the event causes damage to property, additional costs for clean up or ~~room~~ **property** restoration, ~~or if the event is cancelled less than fourteen (14) calendar days prior to the scheduled date. The City reserves the right to recover its costs if~~ **In cases in which** the deposit does not cover damage, **additional labor**, or other costs resulting from the event **the entity renting the facility shall reimburse the City for all of the City's costs related to the repair and restoration of the damaged facility.** If the event occupies the facility beyond the scheduled time, the deposit will be used to pay for additional time, in one-hour increments.
- D. Insurance. All parties are required to demonstrate to the City adequate insurance coverage.
- E. Security **Service Fee**. For large or high-risk events, **or for large group rentals during evening hours after 5pm and weekends**, ~~the City may require the requesting entity to provide appropriate security~~ **security shall be required. The City shall evaluate event-related risks and require City provided security services at the costs detailed in this Title.** A security plan may be required by the police department and is subject to approval by the police department.
- F. After Hours **Fee**. Any person or organization that receives approval to use facilities under this Section after normal hours of operation shall pay an additional, non-refundable fee ~~of two hundred dollars (\$200.00) per hour for use of the facility~~ **as outlined in this Title.** An offer by an organization or person to pay this additional fee does not obligate the City to schedule after hours events.
- G. Limited Waiver. ~~With the approval of the City Attorney, rental fees under this Section may be waived where the requested and scheduled use of facilities supports a free expression event, and where: (1) the meeting is open to all members of the community; (2) no fee or admission charge is required to attend; and (3) no donation are accepted or expected.~~ **Cancellation Fee: Events that are cancelled less than 14 days prior to rental date are subject to cancellation charge equal to booking deposit paid. Bookings not paid in full 14 days prior to rental date are subject to cancellation and cancellation charge.**
- H. City Departments. City departments shall not be charged a rental fee for use of any parks or facilities. However, City departments must comply with facility scheduling and use requirements. City departments shall also be responsible for costs associated with damage or excessive maintenance relating to the department's use. **Late Booking Fee Addition (1): Rentals must be confirmed and paid for a minimum of 14 days in advance. For rentals booked 7 to 13 days in advance, an additional 25%**

of room rental fee will be charged. For rentals booked 3 to 6 days in advance, an additional 50% of room rental fee will be charged. No bookings allowed less than 36 hours in advance.

- I. Limited **Multi Booking** Fee Reductions. A forty-percent reduction in rental fees for a community center facility is authorized where the scheduling party pays in advance a non-refundable payment for scheduled time of ten or more hours in any one calendar month. A twenty-percent reduction in rental fees for a community center facility is authorized where the scheduling party pays in advance a non-refundable payment for scheduled time of five to nine **schedules ten hours or more** in any one calendar month. **In such cases, the required fee must be paid in advance and will be non-refundable.**
- J. Conferences or Large Events **Multi Room/Facility Fee Reduction.** For a conference or large event, where an organization **A twenty percent reduction in cumulative rental fees may be granted for a renter that** intends to use a group of rooms and/or facilities **simultaneously for a large event** at any of the City's community centers and parks, the overall rate for such multi-room/facility use shall be reduced by forty (40) percent of the cumulative rental rate of the several rooms and facilities. In such cases, the required fee must be paid in advance and will be non-refundable.
- K. Community Parks.

Fitts Park Facilities (per day)	Resident	All others
–Lions Pride Pavilion	\$30.00	\$60.00
–Wandamere Pavilion	\$25.00	\$50.00
–Xango Pavilion	\$20.00	\$40.00
–Swire Pavilion	\$25.00	\$50.00

Fitts Park Pavilions (per day)	Standard	Non-Profit	Resident	Deposit
Lions Pride Pavilion	\$200.00	\$150.00	\$100.00	\$500.00
Spring Creek Pavilion *	\$150.00	\$100.00	\$75.00	\$250.00
Wandamere Pavilion	\$100.00	\$75.00	\$50.00	\$250.00
Mill Creek Pavilion **	\$100.00	\$75.00	\$50.00	\$250.00

*** formerly known as Swire Pavilion**

**** formerly known as Xango Pavilion**

- L. Community Centers.

Columbus Community Center	Hourly Rate	Deposit
Auditorium		
–Commercial	\$140.00	\$200.00
–Non-profit	\$100.00	\$200.00
–Resident	\$80.00	\$200.00
–Kitchen (available for rent with auditorium only)	\$80.00/reservation	
Patio		
–Commercial	\$90.00	\$200.00
–Non-profit	\$65.00	\$200.00
–Resident	\$25.00	\$200.00
Gymnasium for sports		
–Commercial	\$100.00	\$200.00
–Non-profit	\$25.00	\$200.00
–Resident	\$25.00	\$200.00

–Tables and chairs for events in gym	\$40.00/reservation	
Gymnasium for events		
–Commercial rate	\$160.00	\$200.00
–Non-profit rate	\$140.00	\$200.00
–Resident	\$100.00	\$200.00
Meeting rooms 101,104,105		
–Commercial rate	\$50.00	\$200.00
–Non-profit rate	\$35.00	\$200.00
–Resident rate	\$25.00	\$200.00
Meeting rooms 106, 102/103		
–Commercial rate	\$75.00	\$200.00
–Non-profit rate	\$50.00	\$200.00
–Resident rate	\$40.00	\$200.00
Meeting accessories and equipment (per day)		
–TV/VCR/DVD equipment	\$25.00	
–Microphone and speaker	\$35.00	
–Dry erase board	\$15.00	
–Projector	\$25.00	
–Piano	\$20.00	
–All linen for tables	\$10.00/linen	
–Napkins	\$0.50 each	
Central Park Community Center (PAL)	Hourly Rate	Deposit
Gymnasium for Sports		
Commercial	\$100.00	\$200.00
Non-profit	\$25.00	\$200.00
Resident	\$25.00	\$200.00
Gymnasium for events		
Commercial	\$160.00	\$200.00
Non-profit	\$140.00	\$200.00
Resident	\$100.00	\$200.00
Athletic field		
Commercial	\$60.00	\$200.00
Non-profit	\$40.00	\$200.00
Resident	\$30.00	\$200.00
Historic Scott School	Hourly rate	Deposit
Great Hall		
–Commercial	\$50.00	\$200.00
–Non-profit	\$35.00	\$100.00
–Resident	\$25.00	\$100.00
Cottage		
–Commercial	\$50.00	\$200.00
–Non-profit	\$35.00	\$100.00
–Resident	\$25.00	\$100.00
Board room		
–Commercial	\$25.00	\$200.00
–Non-profit	\$15.00	\$100.00

-Resident	\$15.00	\$100.00
Studio		
-Commercial	\$25.00	\$200.00
-Non-profit	\$15.00	\$100.00
-Resident	\$15.00	\$100.00
Patio and lawn		
-Commercial	\$75.00	\$200.00
-Non-profit	\$50.00	\$100.00
-Resident	\$35.00	\$100.00

<u>South Salt Lake Community Center</u>	<u>Hourly Rate</u>			<u>Deposit</u>	<u>Setup Fee</u>
	<u>Standard</u>	<u>Non-Profit</u>	<u>Resident</u>		
<u>Patio</u>	<u>\$100.00</u>	<u>\$75.00</u>	<u>\$50.00</u>	<u>\$250.00</u>	<u>\$50.00</u>
<u>Green Space</u>	<u>\$75.00</u>	<u>\$50.00</u>	<u>\$25.00</u>	<u>\$250.00</u>	<u>N/A</u>
<u>Auditorium</u>	<u>\$150.00</u>	<u>\$100.00</u>	<u>\$75.00</u>	<u>\$500 1 to 100 users</u>	<u>\$50.00</u>
				<u>\$1000 101 to 250 users</u>	<u>\$100.00</u>
<u>Gymnasium</u>	<u>\$100.00</u>	<u>\$50.00</u>	<u>\$35.00</u>	<u>\$500.00</u>	<u>\$25.00</u>
<u>Meeting Rooms 101,110</u>	<u>\$50.00</u>	<u>\$35.00</u>	<u>\$25.00</u>	<u>\$250.00</u>	<u>\$10.00</u>
<u>Class Rooms 111, 112</u>	<u>\$75.00</u>	<u>\$35.00</u>	<u>\$25.00</u>	<u>\$250.00</u>	<u>\$10.00</u>
<u>Conference Rooms 113, 114</u>	<u>\$20.00</u>	<u>\$15.00</u>	<u>\$5.00</u>	<u>0</u>	<u>N/A</u>
<u>Conference Rooms 115, 116</u>	<u>\$30.00</u>	<u>\$20.00</u>	<u>\$10.00</u>	<u>0</u>	<u>N/A</u>
<u>Co-Op Community Lounge (non-exclusive use)</u>	<u>\$75.00</u>	<u>\$50.00</u>	<u>\$25.00</u>	<u>0</u>	<u>\$25.00</u>
<u>Co-Op Center (all rooms, exclusive use)</u>	<u>\$500.00</u>	<u>\$400.00</u>	<u>\$400.00</u>	<u>\$500 1 to 100 users</u>	<u>\$50.00</u>
				<u>\$1000 101 to 250 users</u>	<u>\$100</u>
<u>Audiovisual equipment</u>	<u>Daily Rate</u>			<u>Deposit</u>	
<u>Flat Screen TV Monitor (mobile)</u>	<u>\$25.00</u>			<u>\$250.00</u>	
<u>Projector</u>	<u>\$25.00</u>			<u>\$250.00</u>	
<u>Laptop</u>	<u>\$25.00</u>			<u>\$250.00</u>	

<u>Microphone & Speaker</u>	<u>\$25.00</u>			<u>\$250.00</u>	
<u>Podcast Equipment</u>	<u>\$50.00</u>			<u>\$250.00</u>	
<u>Central Park Community Center</u>	<u>Hourly Rate</u>			<u>Deposit</u>	<u>Setup Fee</u>
	<u>Standard</u>	<u>Non-Profit</u>	<u>Resident</u>		
<u>Gymnasium</u>	<u>\$100.00</u>	<u>\$50.00</u>	<u>\$25.00</u>	<u>\$250.00</u>	<u>\$25.00</u>
<u>Athletic field or court</u>	<u>\$100.00</u>	<u>\$75.00</u>	<u>\$50.00</u>	<u>\$250.00</u>	<u>N/A</u>
<u>Historic Scott School</u>	<u>Hourly rate</u>			<u>Deposit</u>	
	<u>Standard</u>	<u>Non-Profit</u>	<u>Resident</u>		
<u>Patio and Lawn</u>	<u>\$50.00</u>	<u>\$35.00</u>	<u>\$25.00</u>	<u>\$250.00</u>	<u>N/A</u>
<u>Glenn Beeley Room</u>	<u>\$50.00</u>	<u>\$35.00</u>	<u>\$25.00</u>	<u>\$250.00</u>	<u>\$10.00</u>
<u>Art Studio</u>	<u>\$50.00</u>	<u>\$35.00</u>	<u>\$25.00</u>	<u>\$250.00</u>	<u>N/A</u>
All Buildings:					
1. <u>Security Service Fee - \$50.00 / hr per staff</u>					
2. <u>After Hours Fee - \$200.00 per hour for use of the facility, in addition to rental fee.</u>					
3. <u>Set Up Fee: Includes setup and take down of tables and chairs. Renters may set up own furnishings at no cost.</u>					

ORDINANCE NO. 2023-_____

AN ORDINANCE OF SOUTH SALT LAKE CITY AUTHORIZING THE
DISSOLUTION OF THE GRANITE HIGH COMMUNITY DEVELOPMENT
REDEVELOPMENT PROJECT AREA

WHEREAS, South Salt Lake City Municipal Code 2.52 formally created and designated the South Salt Lake City Council (the “Council”) as the Redevelopment Agency of South Salt Lake (the “RDA”) pursuant to Utah Law; and

WHEREAS, the RDA created the Granite High Community Development Project Area in 2012 for the purpose of maintaining the existing historic Granite High Campus, however, when the project that was ultimately proposed was developed it did not require Tax Increment Financing; and

WHEREAS, pursuant to Utah Code § 17C-1-702, an adopted project area remains in existence until, 1) a resolution dissolving the project area is adopted by the RDA and, 2) an ordinance dissolving the project area is adopted by the Council;

WHEREAS, the Council has determined that further activity under the plan and budget adopted is no longer necessary in the Granite High Community Development project area because the purposes for which it was created are no longer pertinent, and therefore, the Council desires to formally dissolve this project area.

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

SECTION 1. Dissolution. The Granite High Community Development Project Area, as described in Exhibit A, attached hereto, and incorporated herein, is hereby dissolved.

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 next page)

(remainder of page intentionally left blank)

DATED this _____ day of _____, 2023.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

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

Transmitted to the Mayor's office on this _____ day of _____ 2023.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2023.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder

EXHIBIT A: GRANITE HIGH COMMUNITY DEVELOPMENT AREA



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

South Salt Lake City CDA Boundary Description Number 1

A parcel of land situate in Lots 7, 8, 9 and 10 of Block 19, Lots 1 and 2 of Block 30, Lot 1 of Block 31, and Lots 10 and 11 of Block 18, Ten Acre Plat "A", Big Field Survey, which parcel is also located within the Southwest Quarter of Section 29, the Southeast Quarter of Section 30, the Northeast Quarter of Section 31 and the Northwest Quarter of Section 32, Township 1 South, Range 1 East, Salt Lake Base and Meridian; which parcel is described more particularly as follows:

Beginning at a point on the west right-of-way of 500 East Street, which point is North 00°21'44" East 263.77 feet, more or less, from the Southeast Corner of Lot 1, Block 31, Ten Acre Plat "A", Big Field Survey, which point is also North 00°21'44" East 296.49 feet and North 89°38'16" West 33.00 feet from the Salt Lake County monument located in the intersection of 3300 South Street and 500 East Street (*Basis of bearings: The line between Salt Lake County Monument No. 16304001 located in the intersection of 3300 South Street and 500 East Street and Salt Lake County Monument No. 16314001 located in the intersection of 3900 South Street and 500 East Street bears South 00°13'07" West*); thence South 00°21'44" West 241.49 feet along the west right-of-way of said 500 East Street to the northeast corner of that certain parcel conveyed to the Utah Department of Transportation and described in Special Warranty Deed Entry 11062722, in Book 9873, at Pages 1654-1655 dated 10/28/2010 on the records of the Salt Lake County Recorder; thence South 45°00'00" West 31.57 feet along said parcel (*31.11 feet by record*) to the north right-of-way of 3300 South Street; thence South 00°06'38" East 73.00 feet to a point which is South 89°53'22" West 21.72 feet and South 00°06'38" East 7.00 feet from the Northeast corner of Lot 10, Block 18, Ten Acre Plat "A", Big Field Survey; thence North 89°53'22" East 8.68 feet to the northwest corner of that certain parcel conveyed to the Utah Department of Transportation and described in Special Warranty Deed Entry 5814044, in Book 6933, at Pages 2121-2122 dated 05/05/1994 on the records of the Salt Lake County Recorder; thence South 45°05'53" East 18.28 feet along said parcel (*South 45°00'00" East 18.38 feet by record*) to the west right-of-way of 500 East Street; thence South 00°13'07" West 159.37 feet along said right-of-way to the south boundary of that certain parcel conveyed to the 33rd Property Management, L.L.C. and described in Quitclaim Deed Entry 9099481, in Book 9004, at Pages 9282-9284 dated 06/23/2004 on the records of the Salt Lake County Recorder; thence North 89°46'53" West 120.00 feet (*WEST by record*) along said boundary to the southwest corner thereof; thence South 00°13'07" West 240.62 feet to the north right-of-way of 3360 South Street as shown on the official plat of Meadows Subdivision, recorded as Entry 1039374, in Book J, at Page 90 of plats; thence North 85°53'07" East 120.34 feet (*North 85°51'00" East by plat*) along said right-of-way to the west right-of-way of 500 East Street; thence South 00°13'07" West 588.75 feet along said right-of-way to the north boundary of that certain parcel conveyed to Villa Franche, L.C. and described in Special Warranty Deed Entry 9296420, in Book 9093, at Pages 1150-1152 dated 02/09/2005 on the records of the Salt Lake County Recorder; thence the following two (2) courses which are along the boundaries of said parcel: (1) South 89°55'07" West 150.35 feet (*WEST 150.00 by record*); (2) North 00°13'07" East 137.31 feet (*NORTH by record*) to the easterly extension of the south boundary of Roth Gardens Subdivision

according to the official plat thereof, recorded as Entry 1678031, in Book U, at Page 30 of plats; thence South 89°55'41" West 617.86 feet along said boundary and the extension thereof to the east boundary of that certain parcel conveyed to the Housing Authority of the County of Salt Lake and described in Special Warranty Deed Entry 10381093, in Book 9585, at Pages 7497-7499 dated 03/25/2008 on the records of the Salt Lake County Recorder; thence South 00°15'38" West 286.75 feet (*South 00°15'41" West by record*) to the north boundary of Scottsville Subdivision according to the official plat thereof, recorded as Entry 2057314, in Book CC, at Page 33 of plats; thence North 89°55'53" East 768.43 feet (*North 89°56'12" East by plat*) along said boundary and the easterly extension thereof to the west right-of-way of said 500 East Street; thence South 00°13'07" West 575.75 feet along said right-of-way to the westerly extension of the south boundary of Lot 7, Block 19 of said Ten Acre Plat "A", Big Field Survey; thence North 89°54'21" East 266.79 feet along said boundary and the extension thereof; thence North 00°12'45" East 30.00 feet to the north right-of-way of 3500 South Street; thence North 89°54'21" East 271.40 feet along said right-of-way to the west boundary of Millcreek Way Subdivision according to the official plat thereof, recorded as Entry 1989002, in Book BB, at Page 11 of plats; thence North 00°12'45" East 263.92 feet (*North 00°12'40" East by plat*) along said boundary to the south boundary of Park Meadows Subdivision according to the official plat thereof, recorded as Entry 1638080, in Book T, at Page 39 of plats; thence the following three (3) courses which are along said Park Meadows Subdivision; (1) South 89°56'05" West 30.75 feet; (2) North 00°12'45" East 281.44 feet; (3) North 89°55'35" East 319.41 feet to the west boundary of Glen View No. 2 Subdivision according to the official plat thereof, recorded as Entry 1758705, in Book W, at Page 2 of plats; thence North 00°12'27" East 709.41 feet along said Glen View Subdivision No. 2 and the west boundary of Glen View Subdivision according to the official plat thereof, recorded as Entry 1411447, in Book O, at Page 81 of plats; and the west boundary of Granite Riviera Subdivision according to the official plat thereof, recorded as Entry 1300947, in Book M, at Page 91 of plats; thence North 89°54'23" East 98.64 feet along the north boundary of said Granite Riviera Subdivision to the west boundary of that certain parcel conveyed to Christopher Moffitt and described in Warranty Deed Entry 8984194, in Book 8948, at pages 1887-188 dated 02/20/2004 on the records of the Salt Lake County Recorder; thence the following three courses which are along the boundaries of said parcel: (1) North 00°12'20" East 100.00 feet (*North 00°10'00" East by record*); (2) North 89°50'09" East 162.85 feet (*North 89°51'00" East by record*); (3) South 00°09'09" West 3.05 feet (*South 00°10'00 West by record*) to the north boundary of said Granite Riviera Subdivision; thence the following two (2) courses which are along the boundaries of said subdivision; (1) North 89°54'13" East 311.41 feet (*North 89°54'08" East 310.74 feet by plat*); thence South 00°11'55" West 18.29 feet to the south boundary of that certain parcel conveyed to Price Commercial Properties, L.L.C. and described in Quitclaim Deed Entry 9014500, in Book 8962, at Pages 8697-8698 dated 03/26/2004 on the records of the Salt Lake County Recorder; thence North 89°54'10" East 125.00 feet along said boundary to the west right-of-way of 700 East Street; thence the following two (2) courses which are along said west right-of-way: (1) North 00°10'57" East 396.02 feet; (2) North 00°11'30" East 387.42 feet to the south boundary of that certain parcel conveyed to B & C Investments, LTD and described in Warranty Deed Entry 7193581, in Book 8200, at Pages 1164-1165 dated 12/17/1998 on the records of the Salt Lake County Recorder; thence the following two (2)

courses which are along said south boundary: (1) North 89°58'30" West 74.72 feet (*East 72.74 feet by record*); (2) North 86°58'30" West 20.40 feet (*North 87°00'00" West by deed*) to the southeast corner of Lot 9, Block 4, Spring View Park Subdivision according to the official plat thereof, recorded as Entry 514131, in Book H, at Page 85 of plats; thence the following four (4) courses which are along the south boundaries of Lots 9, 8, 7, 6, 5, 4 and 1 of said Block 4, Spring View Park Subdivision: (1) North 86°58'30" West 130.54 feet (*North 87°00'00" West by plat*); (2) South 81°41'30" West 123.89 feet (*South 81°40'00" West by plat*); (3) North 50°48'30" West 151.00 feet (*North 50°50'00" West by plat*); (4) South 49°41'30" West 155.00 feet (*South 45°40'00" West by plat*) to the southwest corner of Lot 1 of said Block 4; thence North 78°18'30" West 51.02 feet (*North 78°20'00" West by plat*) to the southeast corner of Lot 9, Block 3, Spring View Park Subdivision; thence North 78°18'30" West 66.56 feet (*North 78°20'00" West by plat*) along the south boundary of said Lot 9 to the northerly extension of the east boundary of Creek Meadows Phase IV Subdivision according to the official plat thereof, recorded as Entry 5009241, in Book 91-1, at Page 4 of plats; thence South 00°02'21" East 357.44 feet (*South 00°12'15" West by plat*) along said east boundary and the extension thereof to the southeast corner of Lot 8 of said Creek Meadows Phase IV; thence South 89°50'24" West 434.72 feet (*South 89°53'54" West by plat*) along the south boundaries of Lots 8, 7, 6, 4, 3, 2 and 1 of said Creek Meadows Phase IV to the east right-of-way of 540 East Street; thence North 00°02'05" West 250.23 feet (*North 00°12'31" East by plat*) along said right-of-way to the easterly extension of the north line of that certain parcel conveyed to Salt Lake County and described in Warranty Deed Entry 10417153, in Book 9602, at Pages 3540-3541 dated 05/02/2008 on the records of the Salt Lake County Recorder; thence the following three (3) courses which are along said parcel and the extensions thereof: (1) South 89°48'13" West 161.07 feet (*WEST by record*); (2) North 00°09'12" East 5.80 feet (*NORTH by record*); (3) South 89°48'13" West 229.64 feet (*WEST by record*) to the point of beginning.

The above described parcel of land contains 50.236 acre in area, more or less.

The boundary description above was prepared by J-U-B Engineers, Inc. under the direction of:

Jason D. Willes, PLS # 376067
240 West Center Street, Suite 200
Orem, Utah 84057
801-226-0393

The description was prepared based on documents of record and was not physically surveyed on the ground.



ORDINANCE NO. 2023-_____

AN ORDINANCE OF SOUTH SALT LAKE CITY COUNCIL AUTHORIZING THE LOAN OF PROJECT AREA FUNDS FROM THE MARKET STREET PROJECT AREA TO THE 3900 SOUTH COMMUNITY DEVELOPMENT AREA.

WHEREAS, South Salt Lake City Municipal Code 2.52 formally created and designated the South Salt Lake City Council (the “Council”) as the Redevelopment Agency of South Salt Lake (the “RDA”) pursuant to Utah Law; and

WHEREAS, the RDA created the 3900 South Community Development Area in 2014 and entered into a Tax Increment Reimbursement Agreement with the developer of the Riverfront Mixed-Use Development to provide Tax Increment payments to the developer upon completion of the development for a period of 15-years or until a certain agreed upon monetary cap of \$1,250,000 was reached; and

WHEREAS, the developer has completed the Riverfront Mixed-Use Development and the RDA now desires to begin payment of the Tax Increment payments; and

WHEREAS, per Salt Lake County funds for the Tax Increment Payments are not available until 2024;

WHEREAS, under Utah Code 17C-1-409(1)(d) the RDA is authorized to loan project area funds from one project area fund to another project area fund if: 1) the Agency board approves, 2) the Council approves, and 3) if the projections for Agency funds are sufficient to repay the loan amount; and

WHEREAS, the Council has determined that loaning funds from the Market Street Project Area to the 3900 South Community Development Area is necessary, and the 3900 South Community Development Area is projected to generate sufficient funds to repay the loan amount. Therefore, the Council desires to formally approve the project area loan as provided below.

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

SECTION 1. The loan of \$31,467 from the Market Street Project Area to the 3900 South CDA is hereby approved.

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.

DATED this _____ day of _____, 2023.

BY THE CITY COUNCIL:

Sharla Bynum, Council Chair

ATTEST:

Ariel Andrus, City Recorder

City Council Vote as Recorded:

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

Transmitted to the Mayor's office on this _____ day of _____ 2023.

Ariel Andrus, City Recorder

MAYOR'S ACTION: _____

Dated this _____ day of _____, 2023.

Cherie Wood, Mayor

ATTEST:

Ariel Andrus, City Recorder