SALT LAKE COUNTY

County Council

Meeting Agenda

2001 So. State Street
Salt Lake City, UT 84114
(385) 468-7500 TTY 711

Tuesday, December 12, 2023 **2:15 PM** **Room N2-800**

Upon request and with three working days' notice, Salt Lake County will provide free auxiliary aids and services to qualified individuals (including sign language interpreters, alternative formats, etc.). For assistance, please call (385) 468-7500 – TTY 711.

This meeting will be simulcast via Webex so the public and members of the Council may participate electronically. Meetings may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.

This meeting can be accessed through Cisco Webex at:

https://slco.webex.com/weblink/register/r90f96ea6b868b3adfe9129dd4bdddda4d

Further instructions about participating in this meeting, along with access to minutes and recordings of past Council Meetings, can be found at https://slco.org/council/agendas-minutes/.

1. CALL TO ORDER

Invocation - Reading or Thought - Pledge of Allegiance

2. PUBLIC COMMENT

3. REPORT OF ELECTED OFFICIALS:

3.1. County Council Members

3.2. County Mayor

3.3. Other Elected County Officials

4. WORK SESSION

4.1 **Proposed Hire Report / Incentive Plans - $3,000 and Under / Weekly Reclassification Report** 23-1152

Presenter: Hoa Nguyen, Council Budget and Policy Analyst. (Approx. 2:25PM, 5 Min.)
Informational

Attachments: Staff Report
Proposed Hire Report 12-6-2023
Incentive Plans $3,000 and Under 12-12-2023
Weekly Reclassification Report 12-12-2023

4.2 **Council Consideration of an Incentive Plan over $3,000 Threshold** 23-1153

Presenter: Hoa Nguyen, Council Budget and Policy Analyst. (Approx. 2:30PM, 5 Min.)
Discussion/Direction

Attachments: Staff Report
Incentive Plans over $3,000 12-12-2023

4.3 **Council Review and Approval of FY 2024 4th Quarter Proposed Transportation Projects Funded by the 4th Quarter Local Option Sales Tax** 23-1151

Presenter: Helen Peters, Director of Regional Planning & Transportation. (Approx. 2:35PM, 30 Min.)
Discussion/Direction

Attachments: Staff Report
FY 2024 Proposed Transportation 4th Quarter Projects 2023 Dec_1

5. PUBLIC HEARINGS AND ISSUANCE OF PUBLIC NOTICES

6. PENDING LEGISLATIVE BUSINESS

6.1 **A Resolution of the Salt Lake County Council Approving A Decision, If Made By The Board Of Trustees of the Salt Lake Valley Law Enforcement Service Area (SLVLESA), Following Processes Required By Utah Law, To Increase SLVLESA Budgeted Property Tax Revenues By 7.03% Beginning In Calendar Year 2024, Which Would Result In the Levy of A Property Tax Rate In Excess of the Certified Tax Rate Pursuant To Section 17b-2a-903 of the Utah Code** 23-1171

Presenter: Rachel S. Anderson, SLVLESA Administrator and Legal Counsel. Richard Moon, SLVLESA Treasurer. (Approx. 3:05PM, 5 Min.)
Discussion/Direction

Attachments: Staff Report
SLVLESA Tax Memo
SLVLESA Resolution (RAFL)(12-7-23)

6.2 **Consideration of Amendments to Countywide Policy 1350** 23-1165

Sponsors: Councilman Stewart. Second by Councilwoman Theodore. (Approx. 3:10PM, 5 Min.)
Discussion/Direction

Attachments: Staff Report
Countywide Policy 1350 Amendments Clean.RAFL
Policy 1350 Amendment

6.3 **Consideration of Amendments to Human Resources Policies** 23-1154

Presenter: Nilsa Carter, Human Resources Associate Division Director. (Approx. 3:15PM, 10 Min.)
Discussion/Direction

Attachments: Staff Report
COW 12-12-2023 Policy Changes - 2-800_3-200_4-200_
2-800_Resignation and Exit Interviews_17Aug23
2-800_Resignation and Exit Interviews_17Aug23 - clean copy
3-200_Reasonable_Accommodations_ZLL_17Aug23
3-200_Reasonable_Accommodations_ZLL_17Aug23 - clean copy
4-200_Leave Practices_ZLL_17Aug23
4-200_Leave Practices_ZLL_17Aug23 - clean copy

6.4 **First Reading of An Ordinance of the Legislative Body Of Salt Lake County, Utah, Amending Section 2.07.201 of the Salt Lake County Code Of Ordinances, 2001, Entitled "Conflict Of Interest," and Enacting Section 2.07.210 of the Salt Lake County Code Of Ordinances, 2001, Entitled "Representation of Salt Lake County's Interests Before Non-County Entities"** 23-1163

Sponsors: Councilman Stewart. Second by Councilman Bradley. (Approx. 3:25PM, 5 Min.)
Discussion/Direction

Attachments: Staff Report
Ethics Ordinance Amendments 10.26.23.rafl

6.5 **Consideration of a Resolution of the Salt Lake County Council Authorizing the Use of Salt Lake County Resources for the Salt Lake County Foundation** 23-1168

Presenter: Andrew Roberts, Chief of Staff, Mayor Administration. (Approx. 3:30PM, 10 Min.)
Discussion/Direction

Attachments: Staff Report
Consent - SLCO Foundation.pdf
RATF_Resolution - Salt Lake Council - SLCO Foundation v2

6.6 **Consideration of a Resolution for Utah Museum of Contemporary Arts to Amend and Restate Resident Lease Agreement** 23-1002

Presenter: Matt Castillo, Arts & Culture Division Director. Robin B. Chalhoub, Community Services Department Director. (Approx. 3:40PM, 5 Min.)
Discussion/Direction

Attachments: Staff Report
UMOCA Amended and Restated Lease Approval Memo
UMOCA Amended and Restated Lease with Lessee Signature
UMOCA Lease Amendment - Council Resolution

6.7 **Formal Adoption of An Ordinance, Amending Title 19, Entitled "Zoning" of the Salt Lake County Code of Ordinances, 2001, to Reclassify Certain Property Located in Salt Lake County from the A-2 Zone (Agriculture) to the A-1 Zone (Agriculture)** 23-1172

Presenter: Justin Taylor, Planner I. (Approx. 3:45PM, 5 Min.)
Discussion/Direction

Attachments: Staff Report
Ordinance_Rezone 3198 N 2200 W
Summary_REZ2023-000944
529-DRAFT-PRELIMINARY-PLAT-3198NORTH-MINOR-SUBDVN-2023-7-26
PurposeStatement_Drechsel
LegalDescription

7. CONSENT ITEMS

7.1 **Advice and Consent for Housing Trust Fund Advisory Board Reappointments:** 23-1141

Jeffery L. Davis, District 1
Matthew R Dahl, District 4
Michael D Maloy, District 2

Attachments: Staff Report
Housing Trust Fund Board Applications-Resumes.pdf

7.2 **Consideration of a Resolution of the Salt Lake County Council Authorizing the Execution of An Interlocal Cooperation Agreement Providing For the Distribution of A $40,000 Utah Division of Water Grant and $40,000 Salt Lake County Match to the Greater Salt Lake Municipal Services District To Be Used for Restoration Of Restroom Facilities In Emigration Canyon** 23-1160

Attachments: Staff Report
DWQ_NPS Grant Contract #N1914.pdf
Emigration Restrooms Draft ILA_Final_RAFL.pdf
Emigration Restrooms Draft Resolution.pdf
Briefing Memo Emigration Restrooms 12.12.2023.final.pdf

7.3 **Consideration of a Fee Waiver Request of Solid Waste Fee's for up to 1,500 Tons in 2024 to Support the Health Department Sanitation Efforts** 23-1143

Attachments: Staff Report
11-27-23 Letter to SLC Waste Management for 2024 Request
Council Minutes 11.29.2023

7.4 **Consideration of a Resolution of The Salt Lake County Council Approving a Real Estate Purchase Agreement and the Conveyance of Salt Lake County's Interest in Certain Real Property By Special Warranty Deed to the Kirk H. And Georgia G. Baddley Revocable Living Trust, Dated December 6, 2018** 23-1156

Attachments: Staff Report
Resolution Approving REPC with Baddley (11.30.23) - RAFL

7.5 **Consideration of a Resolution of the Salt Lake County Council Declaring Surplus Real Property and Approving the Conveyance of the Same by Quitclaim Deed to the Metro Township of White City** 23-1158

Attachments: Staff Report
Surplus Property Resolution - with Agreement - with QCD - White City - Onyx Ln. - RAFL - (Rev.1.1 12.05.23)

7.6 **Acceptance of a Donation of Law Books, Social Work Books, and Video Tapes from Joseph Yau Worth $4,000 by the County Library** 23-1161

Attachments: Staff Report
Donation Form 2

7.7 **Acceptance of a Donation of Law Books, Social Work Books, and Novels to the County Library from Joseph Yau Valued at $1,500** 23-1162

Attachments: Staff Report
Donation Form 3

7.8 **Acceptance of a Donation of Law School Textbooks and Reference Books from Joseph Yau Worth $3,500 by the County Library** 23-1159

Attachments: Staff Report
Donation Form 1

7.9 **Approval of the Following Contribution from the Salt Lake County Mayor's Contribution Fund:** 23-1164

$1,500 to the Frank Cordova Foundation

Attachments: Staff Report
Frank Cordova Foundation

7.10 **Approval of the Following Contribution from Councilmember Ann Granato's Office:** 23-1177

$2,000 Contribution to the Utah Food Bank

Attachments: Staff Report

7.11 **Approval of the Following Contribution from Councilmember Dave Alvord's Office:** 23-1180

$1,300 Contribution to Pro-Life Utah

Attachments: Staff Report

7.12 **Approval of the Following Contribution from Councilmember Jim Bradley's Office:** 23-1178

$300 Ririe-Woodbury Dance Company
$300 Repertory Dance Theatre

Attachments: Staff Report

8. APPROVAL OF TAX LETTERS

8.1 Tax Administration's Request under Utah Code 59-2-137 23-1149

Presenter: Brad Neff, Tax Administrator, Council-Tax Administration

Attachments: Staff Report
Alrasool Center 21-11-154-040-0000.pdf

9. ACCEPTANCE OF ETHICS DISCLOSURES

9.1 Conflict of Interest Disclosure Statement - Arts & Culture - Employee Katelynn Killian 23-1150

Attachments: Staff Report
COI Katelynn Killian_signed

10. APPROVAL OF COUNCIL MEETING MINUTES

10.1 112123 Council Meeting 23-1179

Attachments: 112123 Council Minutes

11. OTHER ITEMS REQUIRING COUNCIL APPROVAL

RECESS - RECONVENE IN COUNCIL CHAMBERS, ROOM N1-110 AT 4:00PM

12. PROCLAMATIONS, MEMORIALS, AND OTHER CEREMONIAL OR COMMEMORATIVE MATTERS

TIME CERTAIN 4:00

13. OTHER BUSINESS

Notice of Cancellation of December 19th & 26th, 2023 & January 2nd, 2024 County Council Meetings.

ADJOURN

Agenda Item

File #: 23-1152

Requested Agenda Date:
12/12/2023

Requested Agenda Title:

Proposed Hire Report / Incentive Plans - $3,000 and Under / Weekly Reclassification Report

Requested Agenda Item Description: The Proposed Hire Report is a weekly report of all active job postings that were opened in the prior week, to recruit and hire new SLCo employees. The Incentive Plan is a list of all recently approved incentive plans that total $3,000 or less. The Weekly Reclassification Report is a report of all job reclassifications that were completed in the last week.

Requested Action: Discussion - Informational

Presenter(s) (with titles): Hoa Nguyen, Council Budget and Policy Analyst

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Tracy Byington, Human Resource Business Partner

Are Supporting Documents Needed for this Agenda Item Request? Yes

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Proposed Hire Report

November 28th - December 5th 2023

Requisition ID	Grade	Job Title	Department/Elected Office	Division/Elected Office	Position Number	Hire Type	Vacancy Date	Updated Date	Comments
2023-35640	014	Case Mgr - Time Limited	Human Services	Criminal Justice Services - 2400880000	10718	Replacement	4/18/2022	12/1/2023	Time-Limited, 100% Grant Funded
2023-35641	012	Judicial Processing Specialist	Elected Offices	Sheriff - 9120000800	1250	Replacement	4/16/2023	12/4/2023	In proces prior to 10/24
2023-35635	010	Jail Clerk	Elected Offices	Sheriff - 9120001200	1277	Replacement	10/29/2023	12/1/2023	In proces prior to 10/24

Incentive Plans - $3,000 and Under
December 12 2023

Agency/Elected Office	Employe Name or Employee Class	Job Title	Division	Effective Date	End Date	Incentive Amount	Date Signed
The Treasurer's Office	Daezja Roth	Tax Services Specialist	Collections	1/1/2024	12/31/2024	$3,000.00	12/4/2023

Incentive Plans - $3,000 and Under

December 12 2023

Weekly Reclassification Report
December 12th 2023

Incumbent Reclassifications

Division	Position #	FTE	Previous Position Title	Grade	Effective Date	Action Date	FTE	New Position Title	Grade	Old Rate of Pay	New Rate of Pay	Annual Cost	Percent Change
No Incumbent Reclassifications this week													

Vacant Reclassifications

Division	Position #	FTE	Previous Position Title	Grade	Effective Date	Action Date	FTE	New Position Title	Grade	Old Min Salary	Old Max Salary	New Min Salary	New Max Salary
No Vacant Reclassifications this week													

Agenda Item

File #: 23-1153

Requested Agenda Date:
12/12/2023

Requested Agenda Title:

Council Consideration of an Incentive Plan over $3,000 Threshold

Requested Agenda Item Description: This plan is over the $3,000 threshold and will need Council approval.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Hoa Nguyen, Council Budget and Policy Analyst.

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Tracy Byington, Human Resource Business Partner.

Are Supporting Documents Needed for this Agenda Item Request? Yes

Incentive Plan over $3,000 Threshold
December 12th 2023

Incentive Plans Agency/Elected Office	Employe Name or Employee Class	Job Title	Division	Effective Date	End Date	Incentive Amount	Date Signed
The Treasurer's Office	Benton Johnson	Treasury Accountant	The Treasurer's Office	1/1/2024	12/31/2024	$7,500.00	12/5/2023

Agenda Item

File #: 23-1151

Requested Agenda Date:
12/12/2023

Requested Agenda Title:

Council Review and Approval of FY 2024 4th Quarter Proposed Transportation Projects Funded by the 4th Quarter Local Option Sales Tax

Requested Agenda Item Description: Presentation of FY 2024 4th Quarter Proposed Transportation Projects funded by the 4th quarter local option sales tax. This presentation was originally included in the ORD budget presentation as part of the ORD budget work session, but upon direction of Council, the presentation was tabled until the County budget was approved. As a result, we are resubmitting the materials with an updated version of the description of one project.

Requested Action: Discussion - Vote Needed

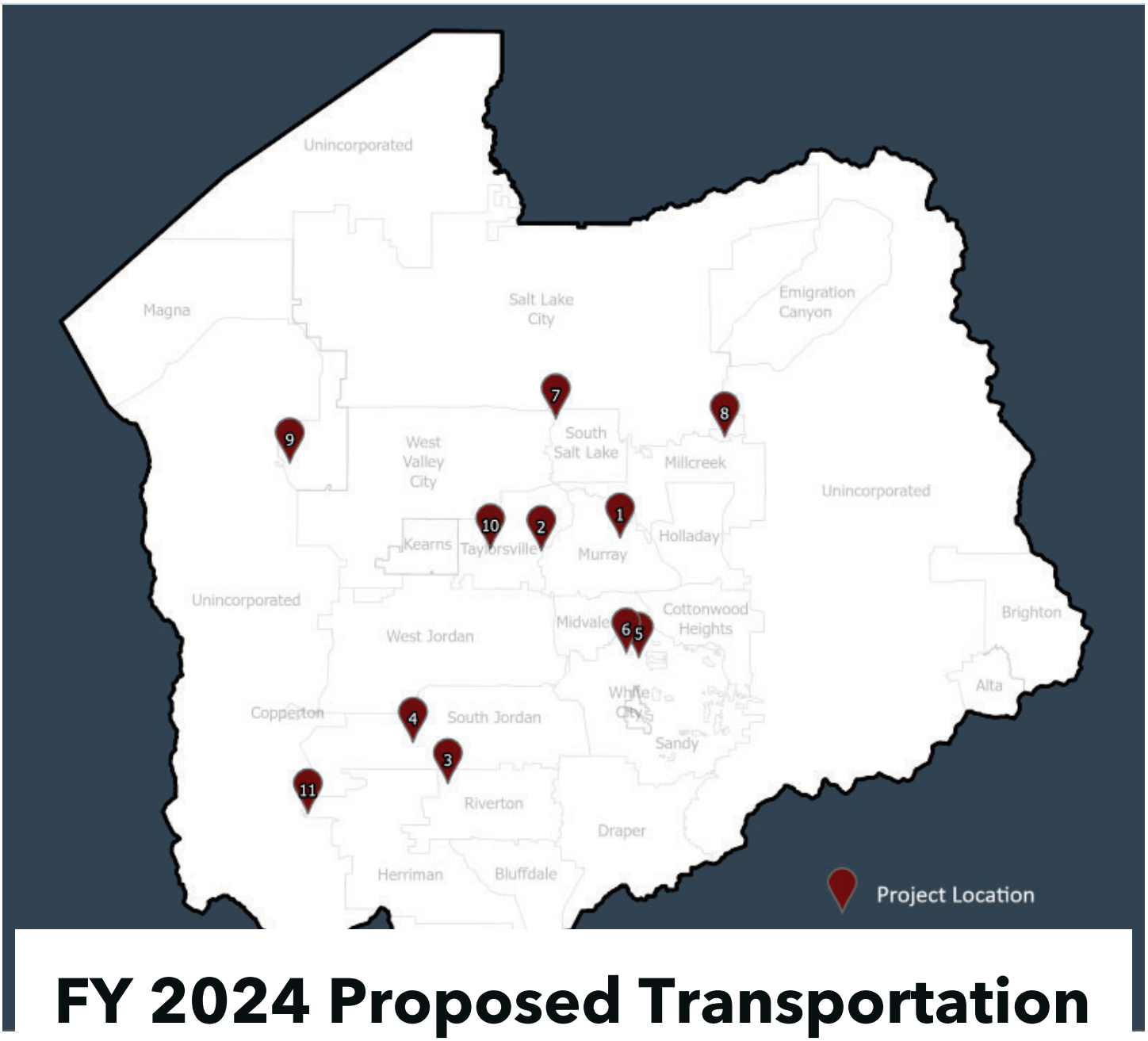
Presenter(s) (with titles): Helen Peters, Director of Regional Planning & Transportation.

Time Needed: 30 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Helen Peters, Director of Regional Planning & Transportation.

Are Supporting Documents Needed for this Agenda Item Request? Yes



FY 2024 Proposed Transportation 4th Quarter Projects

Planning and Transportation

December 5, 2023

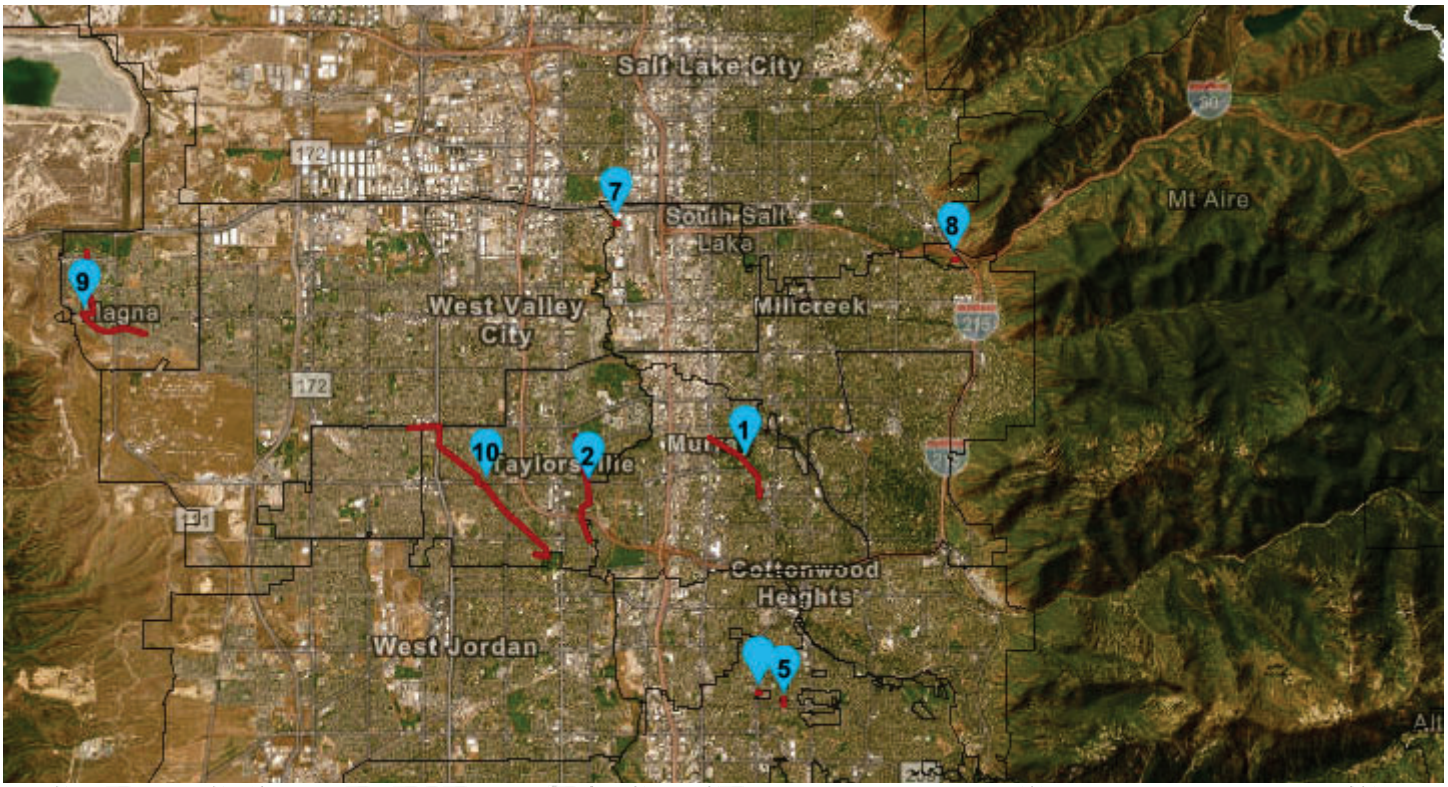
4th Quarter Eligible Uses (Utah Code 59-12-2212.2)

- Road construction, maintenance, or operation;

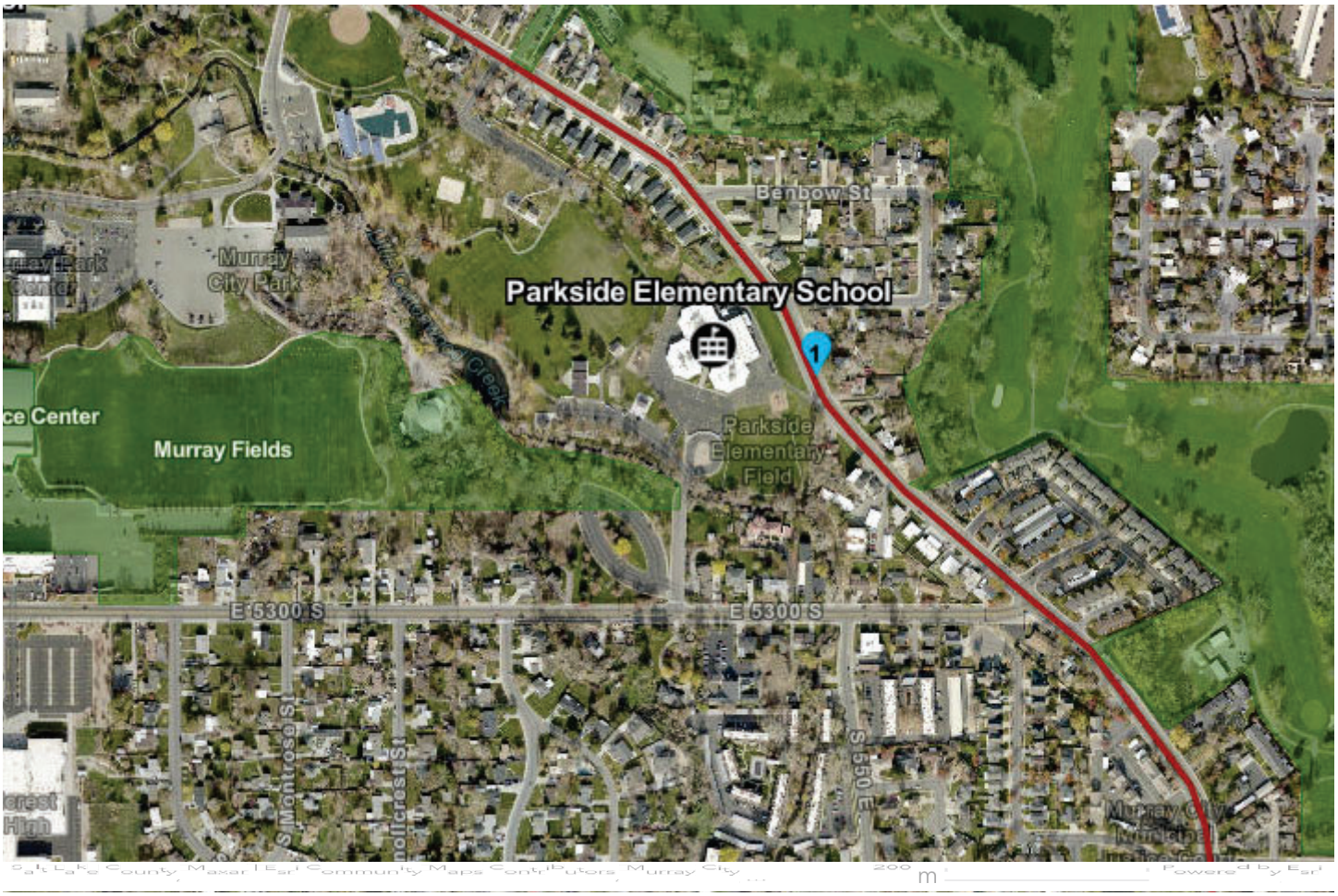
- Traffic & pedestrian safety infrastructure, such as sidewalk, curb and gutter, safety feature, traffic sign, or street lighting;
- Streets, alleys, roads, highways and thoroughfares of any kind, including connected structures;
- Airport facility;
- Active transportation facility this is for nonmotorized vehicles and multimodal transportation and connects an origin with a destination (good examples, Parley's Trail and Jordan River Parkway);
- An intelligent transportation system;
- System for public transit; Other modes and forms of conveyance used by the public;
- Debt service on bond issuance costs related to a project for any facility listed above;
- Corridor preservation related to a project of facility described above

Municipal Projects

	City	Name of Project	From	To	Project Length (miles/feet)	Estimated Project Cost	Project Description	Note
1	Murray	Vine Street	State Street	5600 South	1.46 miles	$300,000	Upgrade bicycle infrastructure (from bike lanes to buffered bike lanes) and add active transportation capacity westbound from Atwood to State Street. Addition of one mid-block crosswalk to Murray Park and replace a school crosswalk	Mid-block crosswalk will ensure ADA compliant access to Parkside Elementary.
2	Taylorsville	North Jordan Canal Feasibility Study	4800 South	6200 South	1.95 miles	$2,100,000	Study to determine cost estimate for design for North Jordan Canal	Dominion Energy is replacing main gas line and Taylorsville would like to coordinate construction by boxing the canal and constructing a multi-modal path
3	Riverton	Welby Jacob Canal	11800 South	12600 South	1.09 miles	$2,000,000	Non-motorized pedestrian and bike trail along the Welby Jacob canal	Trail is listed in Riverton's active transportation plan and also the 2023-2050 Regional Transportation Plan; one of 4 segments being completed that will span Riverton city boundaries; trail will connect to Mountain View Village, existing Daybreak TRAX station (this trail is within 2.4 miles of the station); Safe Route to School for Midas Creek Elementary School when the full trail corridor is completed; Safe Tour to School for South Hills Middle School.
4	South Jordan (UTA)	Central Station (new ballpark station)	1/2 between South Jordan Parkway	Lake Avenue	Not applicable	$750,000	Portion of local match as required by UTA	construction expected to start in early spring 2024; $4,500,000 total cost estimate
5	GSLMSD - unincorporated Salt Lake County	Safe Route to School - 1000 East	8514 South	8600 South	0.12 miles	$550,000	Construct curb, gutter, and sidewalk on the west side of 1000 East	Sidewalk will improve safe walking area for students going to and from East Sandy Elementary School
6	GSLMSD - unincorporated Salt Lake County	Safe Route to School - 8425 South	700 East	745 East	0.08 miles	$500,000	Construct curb, gutter, and sidewalk on both sides of 8425 South.	Sidewalk will improve safe walking area for pedestrians and students



Fourth Quarter Overview



Vine Street

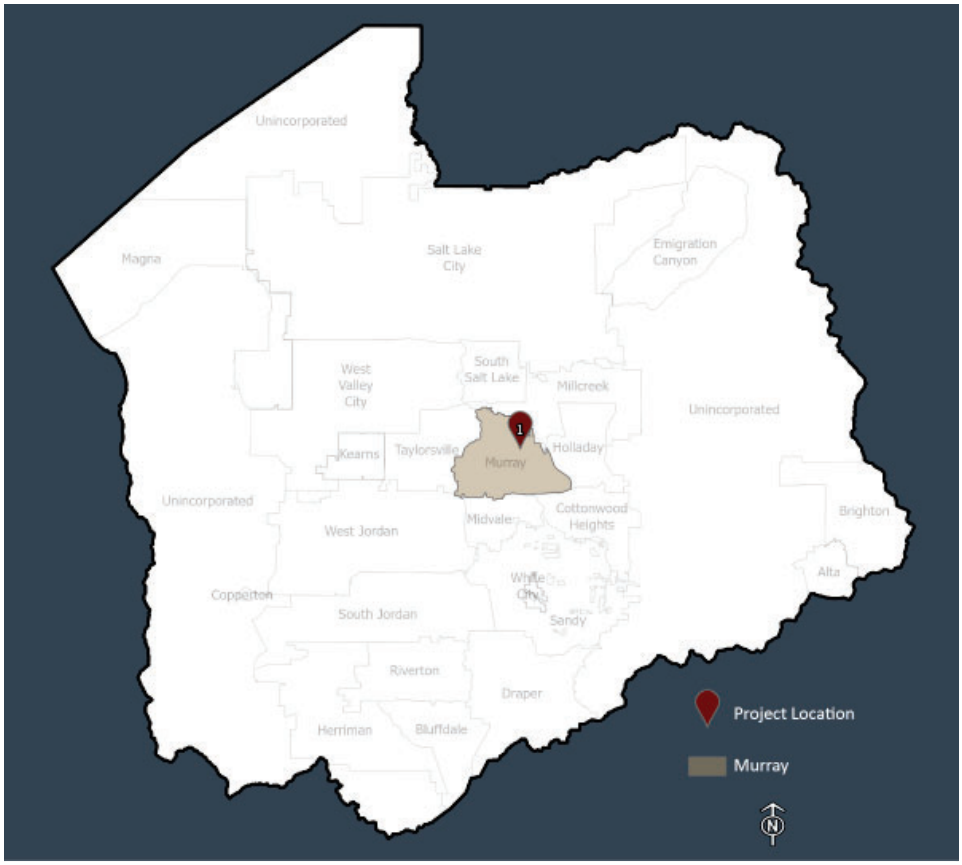
Jurisdiction: Murray

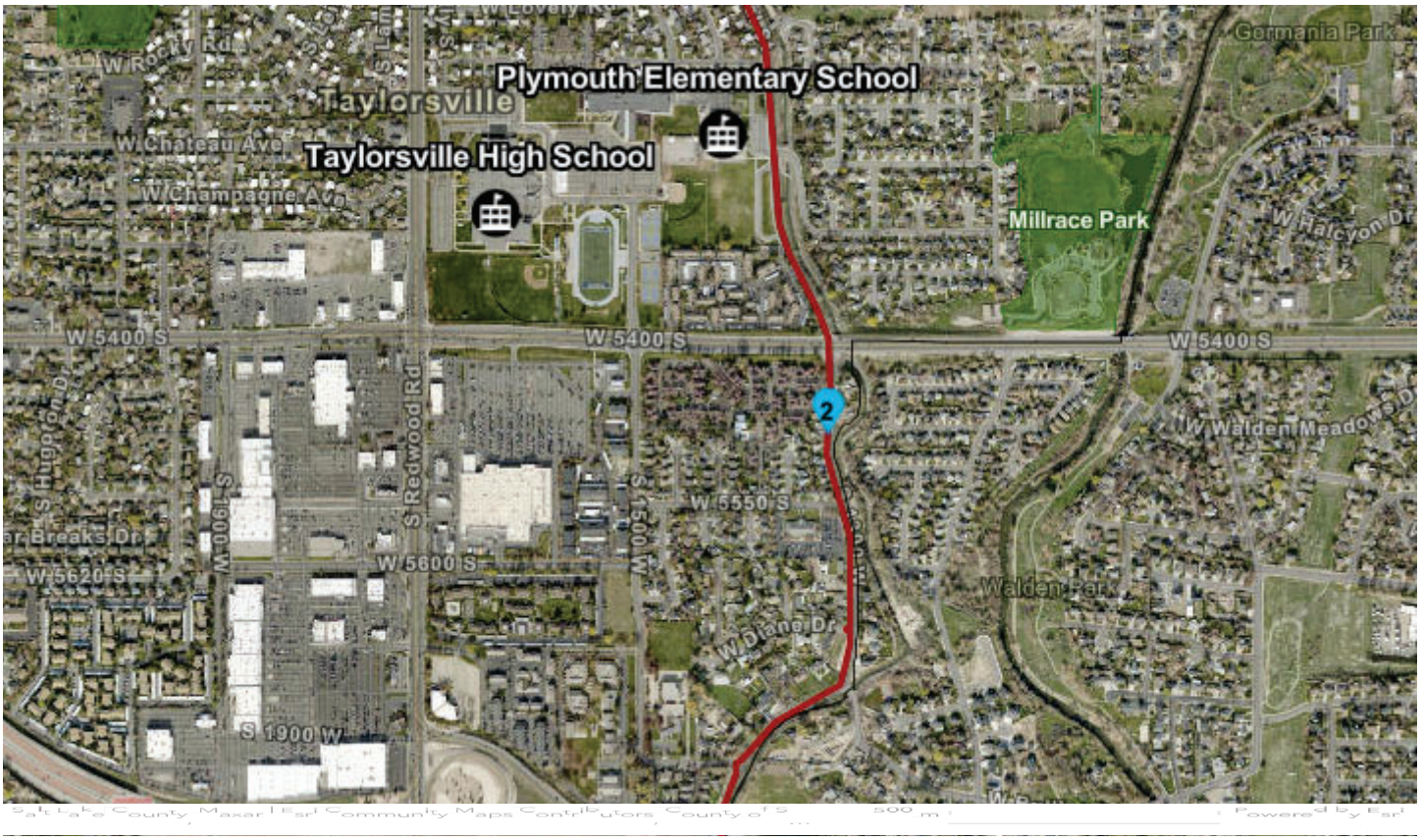
Estimated Cost: $300,000

Project Length: ~1.5 miles

> *Upgrade bicycle infrastructure (from bike lanes to buffered bike lanes) and add active transportation capacity westbound from Atwood to State Street. Addition of one mid-block crosswalk to Murray Park and replace a school crosswalk*

Mid-block crosswalk will ensure ADA compliant access to Parkside Elementary.





North Jordan Canal Feasibility Study

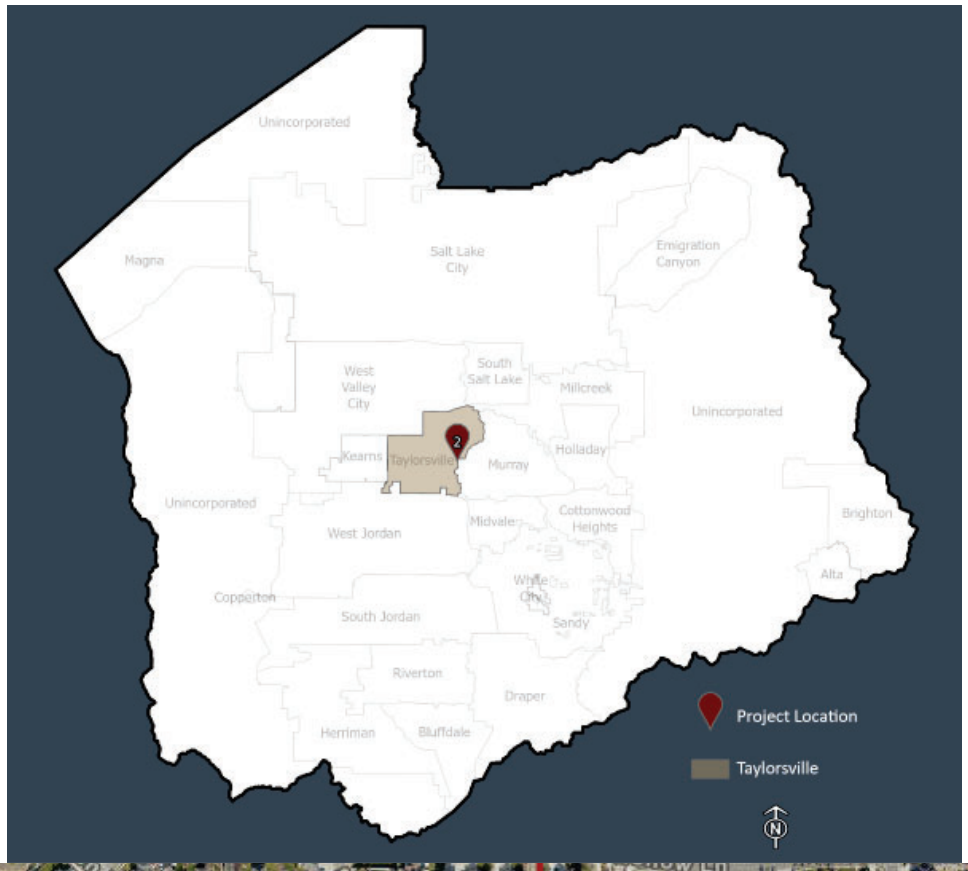
Jurisdiction: Taylorsville

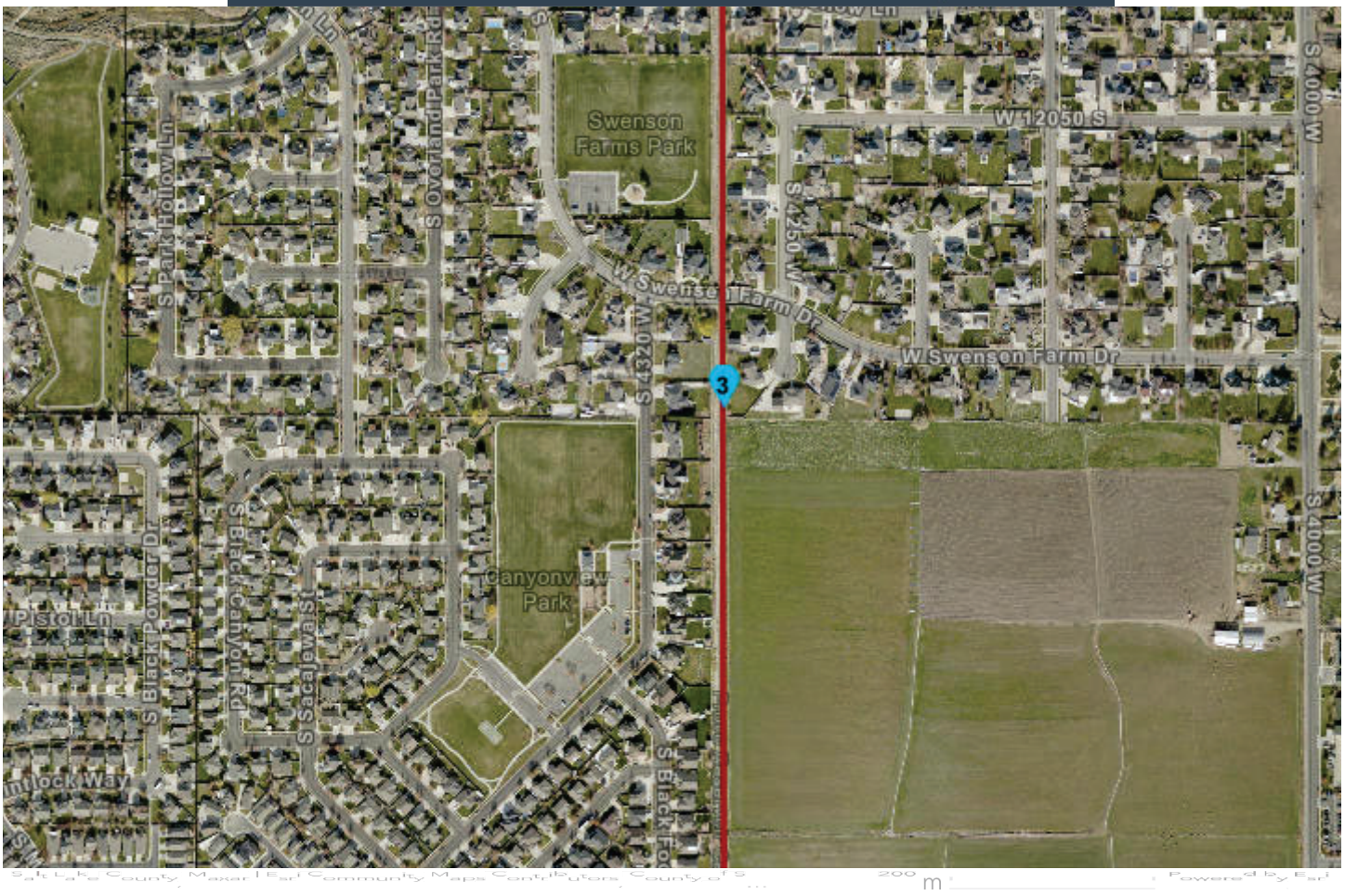
Estimated Cost: $2,100,000

Project Length: ~2 miles

> *Study to determine cost estimate for design for North Jordan Canal*

Dominion Energy is replacing main gas line and Taylorsville would like to coordinate construction by boxing the canal and constructing a multi-modal path


Unincorporated
Magna
Salt Lake City
Emigration Canyon
West Valley City
South Salt Lake
Millcreek
Unincorporated
Kearns
Taylorsville
Murray
Holladay
Unincorporated
Midvale
Cottonwood Heights
Brighton
West Jordan
Alta
White City
Copperton
South Jordan
Sandy
Riverton
Draper
Herriman
Bluffdale
Project Location
Taylorsville
N


Swenson Farms Park
W 12050 S
S 4000 W
S 4250 W
W Swenson Farm Dr
W Swenson Farm Dr
3
S Park Hollow Ln
S Overland Park Rd
S 4250 W
S Black Powder Dr
S Black Canyon Rd
S Sagebrush St
Canyonview Park
Pistol Ln
S 4000 W
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Welby Jacob Canal

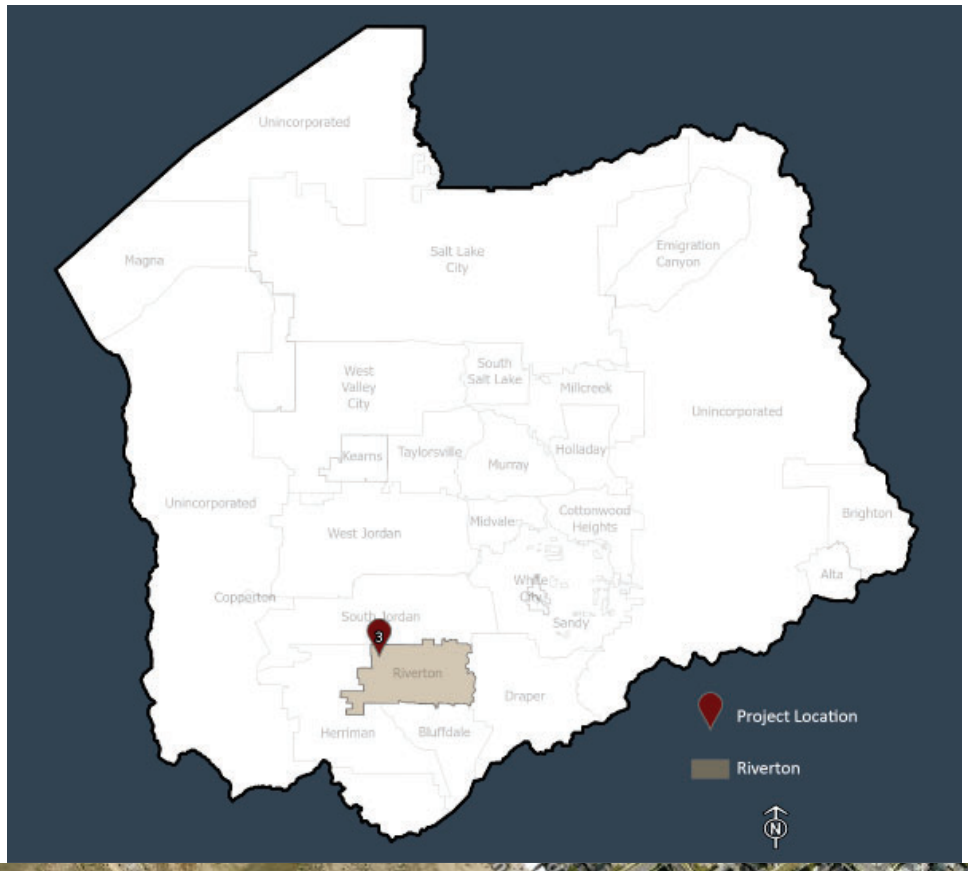
Jurisdiction: Riverton

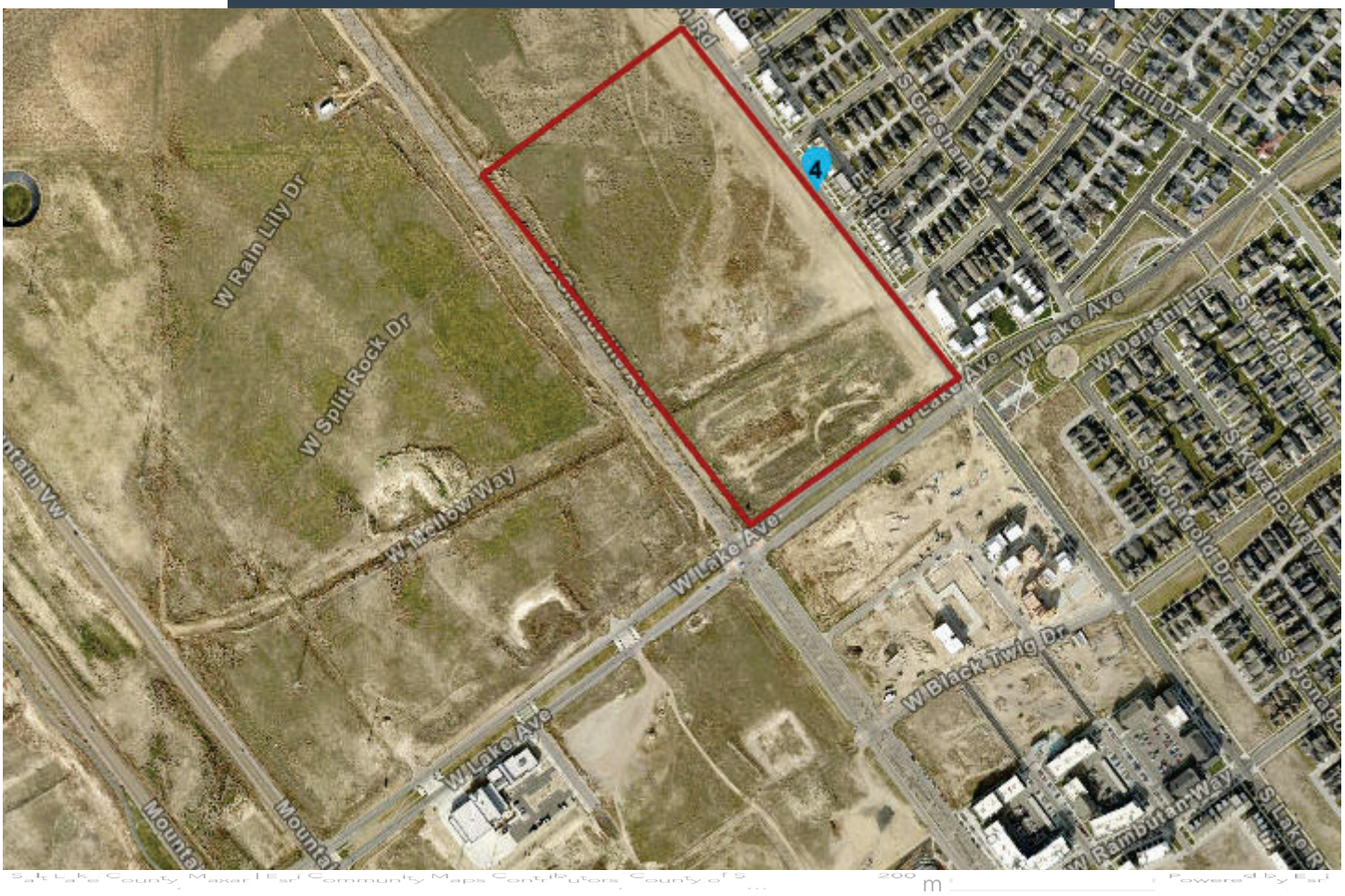
Estimated Cost: $2,000,000

Project Length: ~ 1.1 miles

> *Non-motorized pedestrian and bike trail along the Welby Jacob canal*

Trail is listed in Riverton's active transportation plan and also the 2023-2050 Regional Transportation Plan; one of 4 segments being completed that will span Riverton city boundaries; trail will connect to Mountain View Village, existing Daybreak TRAX station (this trail is within 2.4 miles of the station); Safe Route to School for Midas Creek Elementary School when the full trail corridor is completed; Safe Tour to School for South Hills Middle School.; Not in TIF area.


Unincorporated
Magna
Salt Lake City
Emigration Canyon
West Valley City
South Salt Lake
Millcreek
Unincorporated
Kearns
Taylorsville
Murray
Holladay
Unincorporated
Midvale
Cottonwood Heights
Brighton
West Jordan
Alta
Copperton
White City
Sandy
South Jordan
3
Riverton
Draper
Herriman
Bluffdale
Project Location
Riverton
N


W Rain Lily Dr
W Split Rock Dr
W Mellow Way
W Lake Ave
W Black Twig Dr
W Porcini Dr
W Dorsini Ln
W Rambutan Way
4
Salt Lake County, Maxar | Esri Community Maps Contributors, County of S...
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Central Station (new ballpark station)

Jurisdiction: South Jordan (UTA)

Estimated Cost: $750,000

> *Portion of local match as required by UTA*

Construction expected to start in early spring 2024; $4,500,000 total cost estimate





Safe Route to School - 1000 East

Jurisdiction: GSLMSD - Unincorporated Salt Lake County

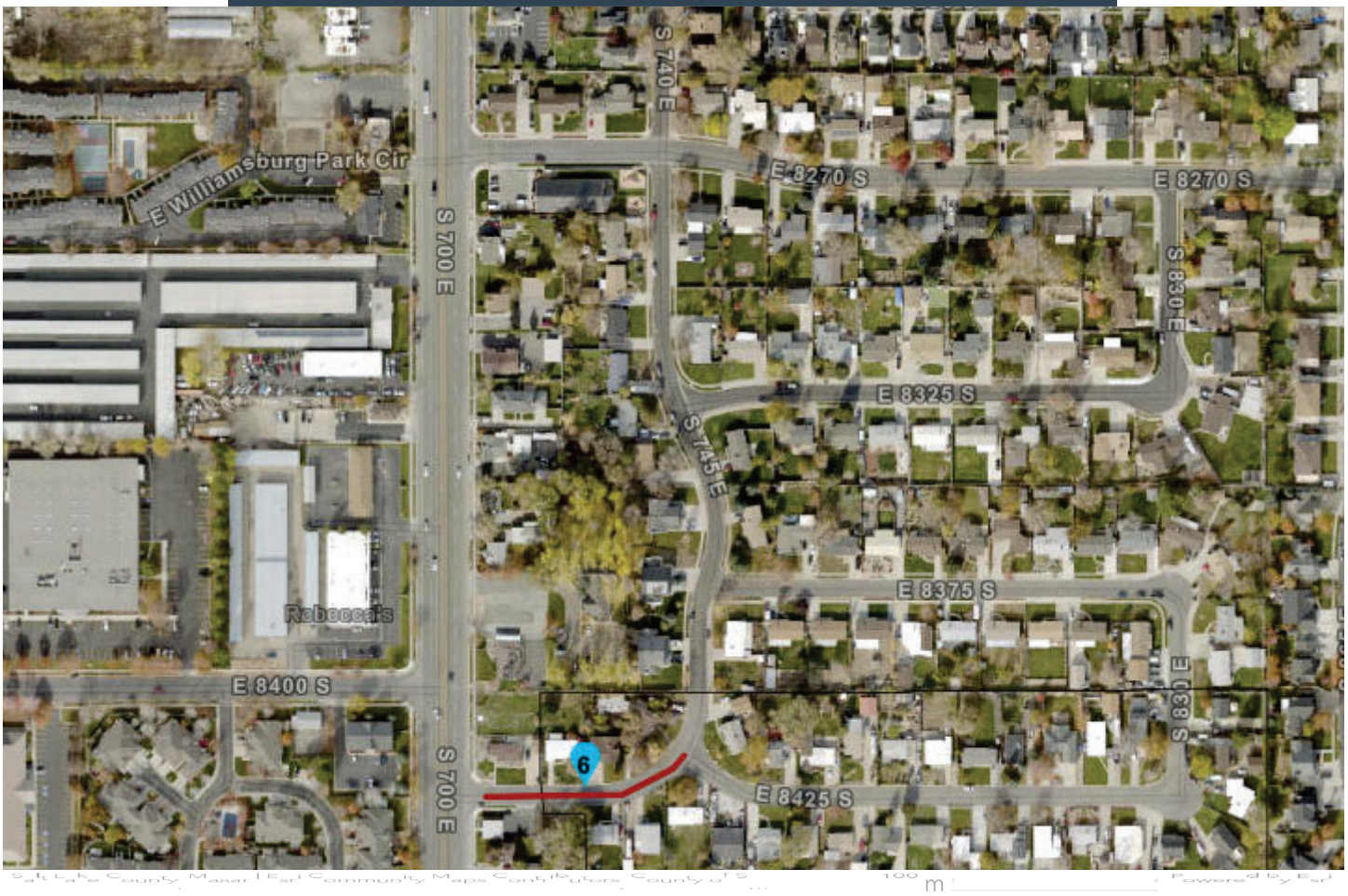
Estimated Cost: $550,000

Project Length: ~ 0.12 miles

> *Construct curb, gutter, and sidewalk on the west side of 1000 East*

Sidewalk will improve safe walking area for students going to and from East Sandy Elementary School


Unincorporated
Magna
Salt Lake City
Emigration Canyon
West Valley City
South Salt Lake
Millcreek
Unincorporated
Kearns
Taylorsville
Murray
Holladay
Unincorporated
Midvale
Cottonwood Heights
Brighton
West Jordan
Alta
Copperton
South Jordan
Sandy
Riverton
Draper
Herriman
Bluffdale
5
Project Location
Unincorporated
N


E Williamsburg Park Cir
S 740 E
E 8270 S
E 8270 S
S 700 E
S 830 E
E 8325 S
S 745 E
E 8375 S
Rebecca's
E 8400 S
S 830 E
S 700 E
6
E 8425 S
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Safe Route to School - 8425 South

Jurisdiction: GSLMSD - Unincorporated Salt Lake County

Estimated Cost: $500,000

Project Length: ~ 0.08 miles

> *Construct curb, gutter, and sidewalk on both sides of 8425 South.*

Sidewalk will improve safe walking area for pedestrians and students



Parks and Recreation Projects

	City	Name of Project	From	To	Project Length (miles/feet)	Estimated Project Cost	Project Description	Note
7	West Valley City / South Salt Lake	Jordan River Parkway Trail (2320 South) Replace Bridge Decking	2320 South	2320 South	172 feet long; 1,050 square feet	$250,000	Remove existing wood plank decking; install pressure treated 2x6 wood plank decking	Provides for safe east-west passage across the existing bridge over the Jordan River
8	GSLMSD - Unincorporated Salt Lake County	Parleys Trail Repair	I-80 Bridge	S-Curve	2,000 linear feet	$ 150,000	Install 2-inch asphalt overlay; install area drains to intercept runoff from I-80	This trail segment is 16 years old with multiple I-80 drainage issues. New asphalt pavement will provide a safe surface for trail users.
9	Kearns / Magna Metro Township	Local Match for Utah & Salt Lake Canal Trail Phase 5	8000 West	9200 West	3 miles	$200,000	Continuation of trail already built along with Utah and Salt Lake Canal. Magna Copper Park will be a destination point when the trail segment is completed. Potential alignment to be finalized.	
10	Taylorsville / Kearns Metro Township	Local Match for Utah & Salt Lake Canal Phase 6 (2200 West)	4700 South	6400 South	3.84 miles	$480,000	Continuation of trail along with Utah and Salt Lake Canal. Potential alignment to be finalized.	
11	Herriman	Equestrian Entry Road, Trailhead Amenities, including Parking Area (excluding restrooms)	Butterfield Trailhead	Not applicable	2.5 Acres	$2,720,320	Construct of equestrian trailhead and parking area; install day use parking fencing; construction of stick frame building for UPD for search and rescue equipment storage and Parks & Rec maintenance storage; enhanced directional signage for trailhead	Provides essential parking facilities for the new Southwest Canyon Recreation Area and Trail System; building will house 2 Parks & Rec staff members



Jordan River Parkway Trail (2320 South) Replace Bridge Decking

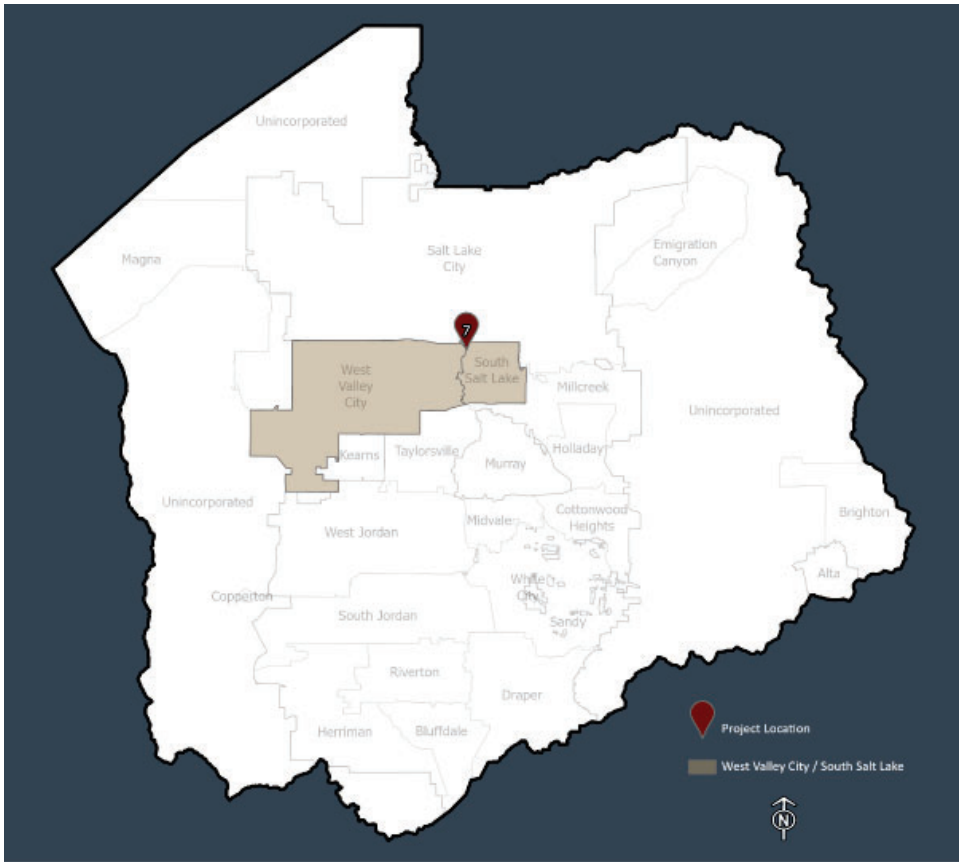
Jurisdiction: West Valley City / South Salt Lake

Estimated Cost: $250,000

Project Length: ~ 172 feet long; 1,050 square feet

> *Remove existing wood plank decking; install pressure treated 2x6 wood plank decking*

Provides for safe east-west passage across the existing bridge over the Jordan River





Parleys Trail Repair

Jurisdiction: GSLMSD - Unincorporated Salt Lake County

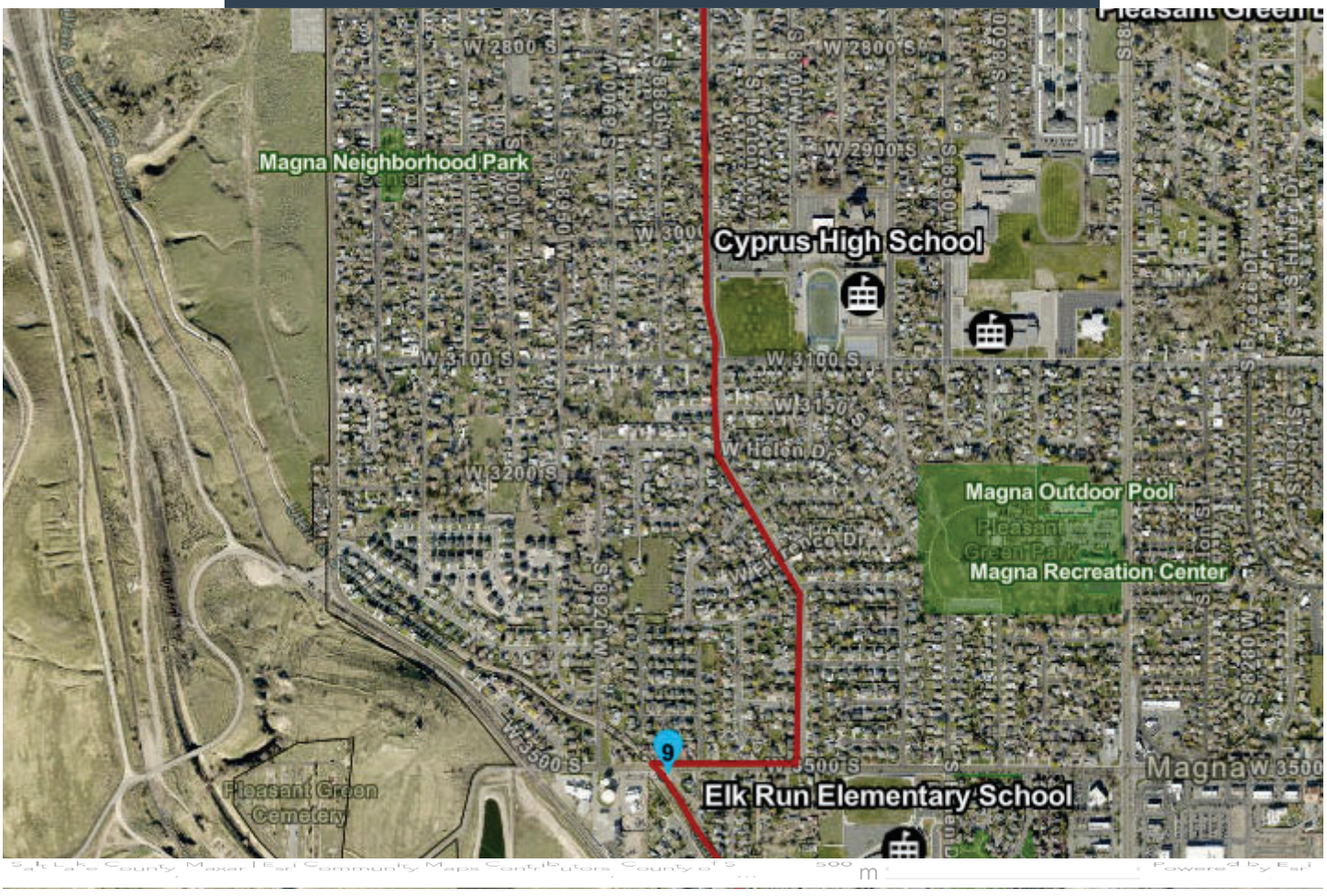
Estimated Cost: $150,000

Project Length: ~ 2,000 linear feet

> *Install 2-inch asphalt overlay; install area drains to intercept runoff from I-80*

This trail segment is 16 years old with multiple I-80 drainage issues. New asphalt pavement will provide a safe surface for trail users.


Unincorporated
Magna
Salt Lake City
Emigration Canyon
8
West Valley City
South Salt Lake
Millcreek
Unincorporated
Kearns
Taylorsville
Murray
Holladay
Unincorporated
West Jordan
Midvale
Cottonwood Heights
Brighton
Alta
South Jordan
Sandy
Riverton
Draper
Herriman
Bluffdale
Project Location
Unincorporated
N


Magna Neighborhood Park
Cyprus High School
Magna Outdoor Pool
Magna Recreation Center
Pleasant Green Cemetery
Elk Run Elementary School
9
W 2800 S
W 2900 S
W 3100 S
W 3150 S
W 3200 S
W 3500 S
W Helen Dr
S 8500 W
S 8600 W
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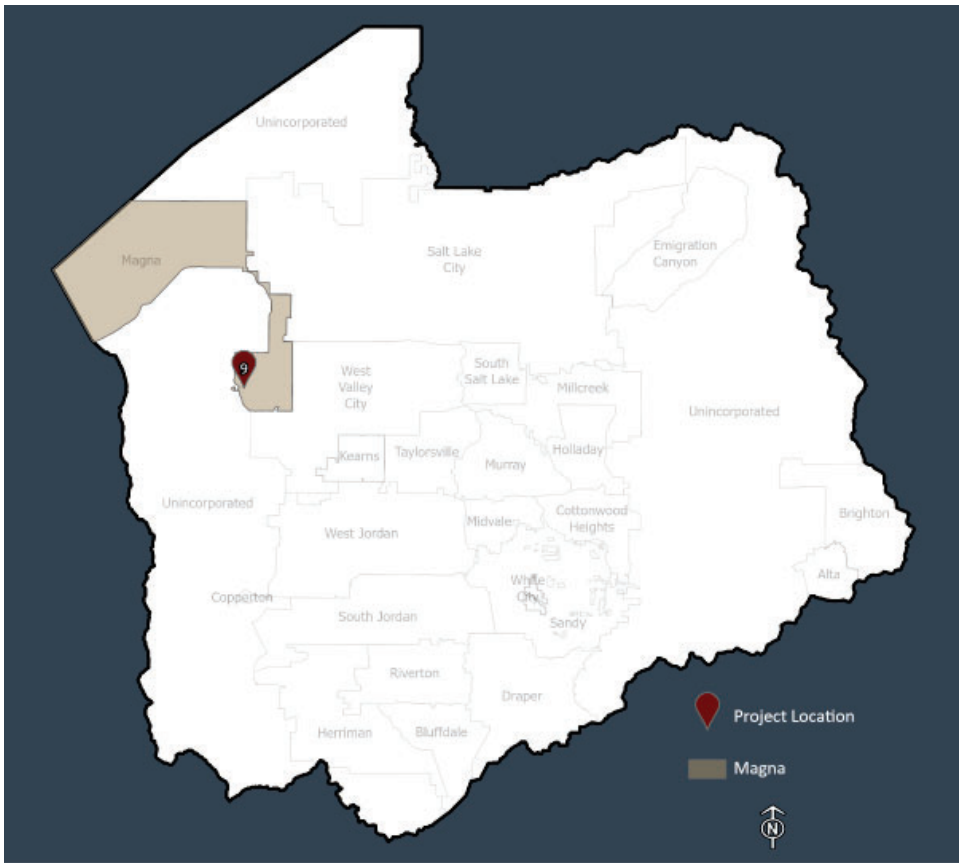
Local Match for Utah & Salt Lake Canal Trail Phase 5

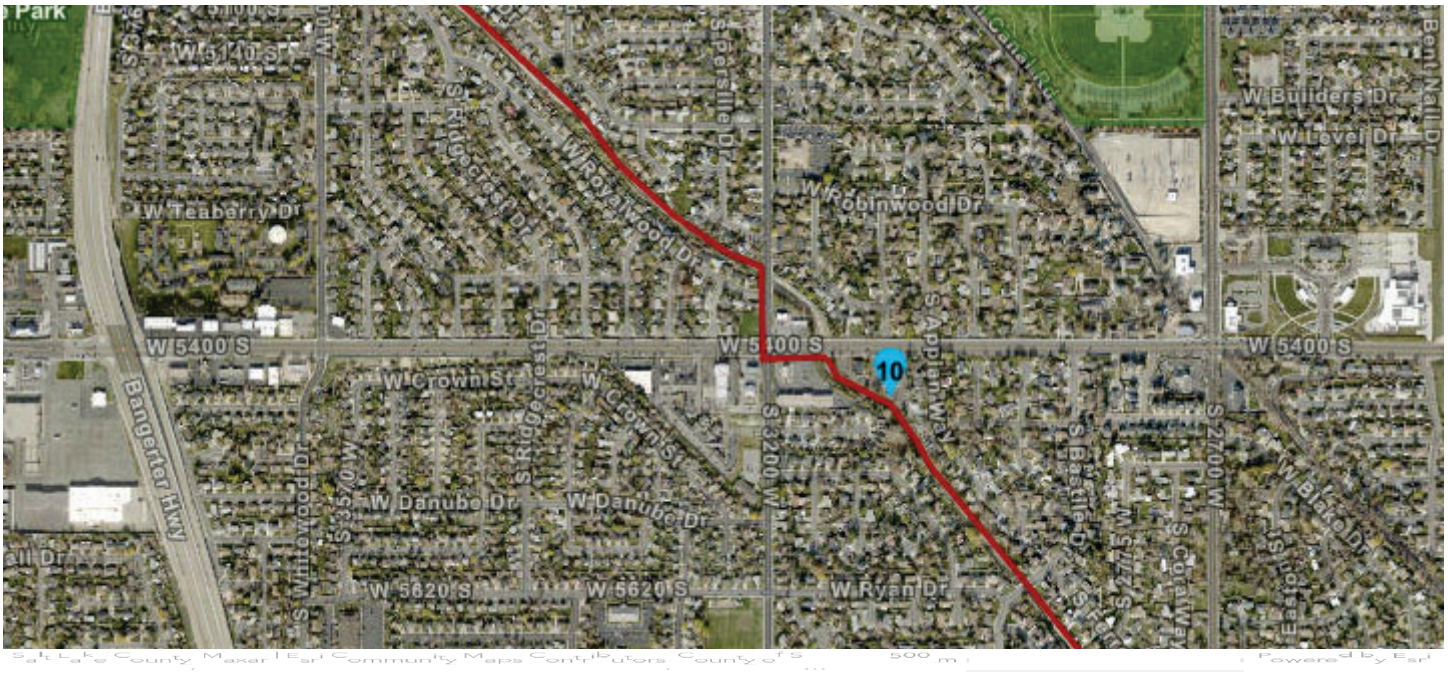
Jurisdiction: Kearns / Magna Metro Township

Estimated Cost: $200,000

Project Length: ~ 3 miles

> *Continuation of trail already built along with Utah and Salt Lake Canal. Magna Copper Park will be a destination point when the trail segment is completed. Potential alignment to be finalized.*





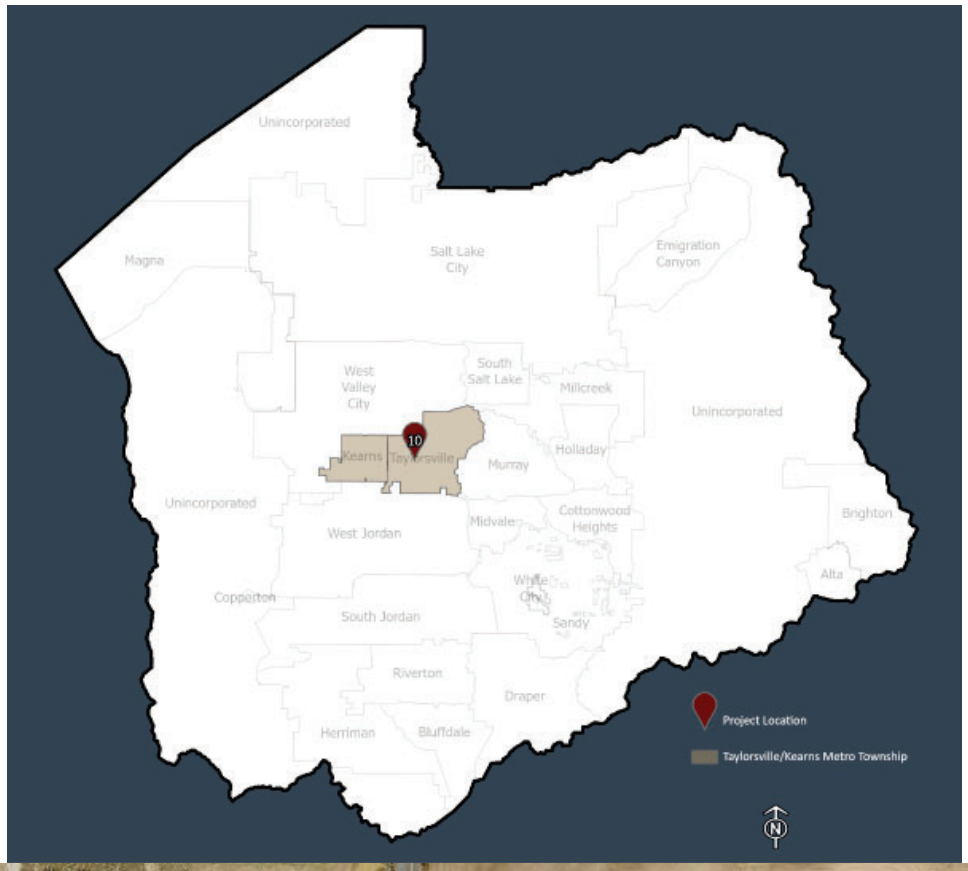
Local Match for Utah & Salt Lake Canal Phase 6 (2200 West)

Jurisdiction: Taylorsville / Kearns Metro Township

Estimated Cost: $480,000

Project Length: ~ 3.84 miles

> *Continuation of trail along with Utah and Salt Lake Canal. Potential alignment to be finalized.*


Unincorporated
Magna
Salt Lake City
Emigration Canyon
West Valley City
South Salt Lake
Millcreek
Unincorporated
10
Kearns
Taylorsville
Murray
Holladay
Unincorporated
Midvale
Cottonwood Heights
Brighton
West Jordan
Alta
White City
Copperton
South Jordan
Sandy
Riverton
Draper
Herriman
Bluffdale
Project Location
Taylorsville/Kearns Metro Township
N


S Bacchus Hwy
Butterfield Canyon Rd
Herriman Hwy
11
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W 13100 S
Butterfield Trailh
Salt Lake County, Maxar | Esri Community Maps Contributors, County of S...
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Equestrian Entry Road, Trailhead Amenities, including Parking Area (excluding restrooms)

Jurisdiction: Herriman

Estimated Cost: $2,720,320

Project Area: ~2.5 Acres

> *Construct of equestrian trailhead and parking area; install day use parking fencing; construction of stick frame building for UPD for search and rescue equipment storage and Parks & Rec maintenance storage; enhanced directional signage for trailhead*

Provides essential parking facilities for the new Southwest Canyon Recreation Area and Trail System; building will house 2 Parks & Rec staff members



Cost Summary

Available: $16,762,800	
Type	**Cost Summary**
Operational Expense	$2,345,280
Municipal Projects	$6,200,000
Parks & Rec	$3,800,320
Hold Back (due to future revenue uncertainty)	$4,417,200
Total	**$16,762,800**

Operational Expenses		
Salt Lake County Trail Maintenance (Parks & Rec) (10% of 4th Quarter Local Option Sales Tax Collections)	$1,676,280	2024 annual trail maintenance: See below for conditions
		1) funds used for trail maintenance equipment must result in equipment that emits less air pollutants that the equipment being replaced. 2) 20% of the funds ($200,000) must be used to maintain trails within and connected to the Jordan River Parkway.
Federal Lands Access Program (FLAP) local match for Upper Mill Creek Canyon Road Improvement Project	$553,000	Federal Lands Access Program (FLAP) local match for Upper Mill Creek Canyon Road Improvement Project
Intrafund Charges to pay for RP&T staff to administer the 4th Quarter funds	$116,000	Intrafund transfer to cover costs of administering the 4th quarter funds
	Total: $2,345,280	

Agenda Item

File #: 23-1171

Requested Agenda Date:
12/12/2023

Requested Agenda Title:

A Resolution of the Salt Lake County Council Approving A Decision, If Made By The Board Of Trustees of the Salt Lake Valley Law Enforcement Service Area (SLVLESA), Following Processes Required By Utah Law, To Increase SLVLESA Budgeted Property Tax Revenues By 7.03% Beginning In Calendar Year 2024, Which Would Result In the Levy of A Property Tax Rate In Excess of the Certified Tax Rate Pursuant To Section 17b-2a-903 of the Utah Code

Requested Agenda Item Description: The Council will vote to reaffirm the authorization of the SLVLESA Board of Trustees to impose property taxes on the areas within the boundaries of SLVLESA.

Requested Action: Discussion - Vote Needed

Sponsor: Councilmember Jim Bradley.

Presenter(s) (with titles): Rachel S. Anderson, SLVLESA Administrator and Legal Counsel. Richard moon, SLVLESA Treasurer.

Time Needed: 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Robert Sampson, Senior Policy Advisor.

Are Supporting Documents Needed for this Agenda Item Request? Yes

SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA

★ 3365 SOUTH 900 WEST, SALT LAKE CITY, UT 84119 ★ (385) 468-9662 ★

DATE: December 7, 2023

TO: Salt Lake County Council

FROM: Rachel Anderson, SLVLESA District Administrator and Legal Counsel

Rick Moon, SLVLESA Treasurer

SUBJECT: SLVLESA Proposed 2024 Tax Increase

On August 10, 2023, and again on October 19, 2023 the SLVLESA Board of Trustees voted to pursue a potential approximate 7% tax increase. SLVLESA's current tax rate is .002149. The approximate 7% increase would bring us to an estimated final tax rate of .0023, which is our statutory maximum property tax rate. Our final budgeted tax revenue for 2023 will be $23,429.247. With the increase, our 2024 property tax revenue would be $25,075,508.

This tax increase would cost a property owner with a market value of $500,000 about $76.00 a year or $6.30 a month (this doesn't include the 45% reduction for primary residences). The purpose of this tax increase would be to cover the increase of law enforcement fees paid to UPD. For fiscal year 2023 the law enforcement fees paid to UPD were $24,093,690 and for fiscal year 2024 we are budgeted to pay $26,370,527, which is an increase of $2,276,837. With this increase we are projected to use approximately $1.25 million of our fund balance for 2023. Without a tax increase, with the early projections of 7-10% increases for UPD law enforcement fees for fiscal year 2025, and additional law enforcement fees that will be paid to Salt Lake County in 2024, SLVLESA could see a fund balance below the state minimum of 5% by the end of 2024.

The changes to UPD and SLVLESA that were set in motion through H.B. 374, adopted by the Utah State Legislature in 2023, have created a lot of uncertainty regarding the future of UPD and, by connection, to SLVLESA. We are advised that the to-be reformed County Sherriff's Bureau and the to-be reorganized UPD are both working diligently to provide potential scenarios under which SLVLESA can pursue contracts for law enforcement services from one or both entities. Many decisions will be made in the coming months concerning which entity will be chosen to provide law enforcement services to SLVLESA's residents within their respective municipal jurisdictions.

While we are experiencing uncertainties, one matter we feel fairly certain about is that costs will be rising regardless of how the reorganization settles out. On the one hand, private and public entities across the state and country are experiencing inflation and rising costs in the areas of personnel, goods, and services, and law enforcement is no exception to this. These increased costs are already being experienced

by UPD and will be experienced by the County Sherriff's Bureau, and those costs will be passed on to SLVLESA through our law enforcement contracts with such entities.

Secondly, we are unfortunately going to experience a loss of a certain amount of economies of scale due to the forced separation initiated by H.B. 374, which will result in increased costs to providing services that were formerly provided by a unified organization.

The SLVLESA Board has considered in the past the potential need to seek an increase to the maximum tax rate cap applicable to this district, and doing so would require legislative action. It has been suggested that pursuing an increase to our cap would be likely denied if we weren't already at the top of our cap at the time of such request.

Under Utah Code § 17B-2a-903, SLVLESA is prohibited from increasing its certified property tax rate without the prior approval of the jurisdictions within SLVLESA.[1] We may satisfy this requirement in one of the following two ways:

Approval of:

(A) The legislative body of each municipality (i.e., the metro townships), *and* the legislative body of Salt Lake County (i.e., the County Council); *or*

(B) A majority of the legislative bodies of each municipality (i.e., the metro townships), *and* two-thirds of the legislative body of Salt Lake County (i.e. the County Council).

Accordingly, we are reporting on the proposed tax increase to your legislative body and request your approval of the proposed 7% tax increase today.

Our truth-in-taxation hearing will be held on the day of SLVLESA's regularly scheduled December meeting, December 21, but the meeting has been moved to 6:00 p.m. in compliance with law that requires the hearing be conducted in the evening.

Thank you for your consideration of this request, and we look forward to speaking to you and answering your questions at your council meeting.

[1] Please note that this requirement is unique to law enforcement districts, and Unified Fire Service Area, which is also seeking a tax increase this year, is subject to a different statutory language which only requires them to report to your entity, and not seek approval.

SALT LAKE COUNTY RESOLUTION
SLVLESA PROPERTY TAX INCREASE

RESOLUTION NO. _____ DATED: _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING A DECISION, IF MADE BY THE BOARD OF TRUSTEES OF THE SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA (SLVLESA), FOLLOWING PROCESSES REQUIRED BY UTAH LAW, TO INCREASE SLVLESA BUDGETED PROPERTY TAX REVENUES BY 7.03% BEGINNING IN CALENDAR YEAR 2024, WHICH WOULD RESULT IN THE LEVY OF A PROPERTY TAX RATE IN EXCESS OF THE CERTIFIED TAX RATE PURSUANT TO SECTION 17B-2a-903 OF THE UTAH CODE.

BE IT KNOW AND REMEMBERED:

THAT, the County Council of Salt Lake County, State of Utah, met in regular session of the Council on the ___ day of December, 2023.

WITNESS:

WHEREAS, the Salt Lake Valley Law Enforcement Service Area ("SLVLESA") was created by Resolution of the Salt Lake County Council dated August 18, 2009; and

WHEREAS, the area of unincorporated Salt Lake County is included in the boundaries of SLVLESA for the funding and provision of law enforcement services to those unincorporated areas within the boundaries of SLVLESA; and

WHEREAS, SLVLESA contracts to provide law enforcement services within its boundaries; and

WHEREAS, the SLVLESA Board of Trustees, by a majority vote at its October, 19, 2023 board meeting, stated its intent to increase its budgeted property tax revenues from prior year budgeted property tax revenues by approximately 7% (which has since been determined to be exactly 7.03%) or $1,646,260, beginning in calendar year 2024 which would result in the levy

of a property tax rate in excess of the certified rate as defined in section 59-2-924 of the Utah Code; and

WHEREAS, a report (the "Report"), a copy of which is attached, was submitted to the Salt Lake County Council (the "Council") pursuant to section 17B-1-1003 of the Utah Code, providing the purposes for the proposed increase in SLVLESA budgeted property tax revenues; and

WHEREAS, the purposes for the increase in SLVLESA budgeted property tax revenues by 7.03% beginning in calendar year 2024 as stated in the Report, include the need maintaining its fund balance, paying increases in the costs assessed to SLVLESA by the Unified Police Department and, as needed, to other providers such as a newly reinstituted Salt Lake County Sherriff's Bureau; and

WHEREAS, the Council allowed time during the duly noticed meeting on December 12, 2023, for comment on the proposed tax increase from members of the Council and the public; and

WHEREAS, section 17B-2a-903 of the Utah Code requires that before the SLVLESA Board of Trustees can adopt a property tax levy for calendar year 2024 in excess of the certified tax rate, it must have prior approval of the property tax increase from the legislative bodies of any municipality and county whose territory is located within SLVLESA or approval of a majority of the legislative bodies of the municipalities and two-thirds (2/3) vote of the county legislative body; and

WHEREAS, a majority, but not all, of the member municipal councils passed a resolution approving a decision, if made by the SLVLESA Board of Trustees, following processes required

by Utah law, to increase SLVLESA budgeted property tax revenue by 7.03% beginning in calendar year 2024; and

WHEREAS, the Salt Lake County Council reviewed and considered a resolution approving a decision, if made by the SLVLESA Board of Trustees, following processes required by Utah law, to increase SLVLESA budgeted property tax revenue by 7.03% beginning in calendar year 2024; and

WHEREAS, before the SLVLESA Board of Trustees considers levying a property tax rate that exceeds the certified tax rate, the SLVLESA Board of Trustees shall hold a public hearing on December 21, 2023, to provide to all interested persons the opportunity to be heard regarding the proposed property tax increase; and

WHEREAS, SLVLESA shall provide notices of the public hearing as required by section 59-2-919 of the Utah Code; and

WHEREAS, after considering all public input from the public hearing and all other information available to them, the SLVLESA Board of Trustees will vote on whether to increase its budgeted property tax revenues beginning in calendar year 2024 by 7.03% which would result in the levy of a property tax rate that exceeds the certified tax rate.

NOW THEREFORE, be it resolved by the Salt Lake County Council as follows:

1. Pursuant to section 17B-2a-903 of the Utah Code, the Salt Lake County Council hereby approves a decision, if made by the SLVLESA Board of Trustees, following the processes required by Utah law, to increase SLVLESA budgeted property tax revenues beginning in calendar year 2024 in excess of prior year property tax revenues by approximately 7.03% or $1,646,260 and to levy a property tax rate in excess of the

certified tax rate to generate the increase in its budgeted property tax revenues as defined in section 59-2-924 of the Utah Code.

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

_____
Lannie Chapman
Salt Lake County Clerk

REVIEWED AS TO FORM

_____
Deputy District Attorney Date

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

Agenda Item

File #: 23-1165

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Consideration of Amendments to Countywide Policy 1350

Requested Agenda Item Description: Requested Agenda Item Description: This amendment would remove the provision requiring completion of a defensive driving course in order to be reimbursed for mileage.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Councilman Stewart. Second by Councilwoman Theodore.

Time Needed: 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Kim Coleman, Senior Policy Advisor.

Are Supporting Documents Needed for this Agenda Item Request? Yes

Salt Lake Countywide Policy 1350: Vehicle Policy

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6.0 MAINTENANCE AND REPAIR OF VEHICLES
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8.0 MOTORPOOL
9.0 VEHICLE OWNERSHIP
10.0 VEHICLE REPLACEMENT
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23.0 ACCIDENT, DAMAGE, AND MOVING VIOLATION REPORTING
24.0 FUELING OF VEHICLES

1.0 PURPOSE

1.1 The purpose of this policy is to provide a set of guidelines on how the County operates, manages, finances, and disposes of County vehicles; County employees' and volunteer's official or personal use of County Vehicles; and any other person's use of any vehicle used for Official Use.

1.2 This policy replaces Countywide policies numbers 1022, 1026, 1027, 1302, 1320, 1325, and 4009.

2.0 DEFINITIONS

2.1 **Authorized Event:** a conference, seminar, hearing, presentation, activity, or other event that an individual has received approval from their supervisor to attend. Attendance by the individual at the event must be anticipated to provide a benefit to the County.

2.2 **Board:** the Fleet Management Board.

2.3 **County Council or Council:** the County Council of Salt Lake County, Utah.

2.4 **County Mileage Rate:** the rate per mile, as established by the Council, at which persons using non-County vehicles for official use are eligible to be reimbursed. If the Council does not establish such a rate during a given year, the County mileage rate will be the IRS mileage rate.

2.5 **County Vehicle:** a vehicle owned, leased, or rented by Salt Lake County.

2.6 **County:** Salt Lake County, including any department, division, or office thereof, including each office under the direction of an elected official.

2.7 **De minimus Distance:** a deviation of no more than two (2) miles in radius from the safest or most efficient route between County business related destinations and/or the usual route between the residence and place of business for an employee who is authorized to take a County vehicle home.

2.8 **Elected Official:** each person currently holding office in Salt Lake County as Assessor, Auditor, Clerk, Council Member, District Attorney, Mayor, Recorder, Sheriff, Surveyor or Treasurer.

2.9 **Emergency Response Equipment:** original and/or after-market equipment on vehicles that requires a special license or statutory permission to operate, such as light bars, sirens, specialized radio communication equipment, decals, etc.

2.10 **Emergency Situations:** an unforeseen combination of circumstances or the resulting state that calls for immediate action.

2.11 **Employee:** All persons working for and compensated by Salt Lake County including temporary, probationary, merit, and exempt employees as defined in Human Resources Policy and Procedure: Employment Status.

2.12 **Fleet:** the County Fleet Management Division.

2.13 **Fund:** the set of established County general ledger accounts used to segregate money for budgeting and accounting purposes under generally accepted accounting principles (GAAP) and to comply with state law. Examples include the General Fund 110, Library Fund 360, etc.

2.14 **IRS Mileage Rate:** the rate per mile that reflects the cost of operating a vehicle, as determined by the United States Internal Revenue Service.

2.15 **Large Passenger Van:** any motor vehicle designed to carry between ten (10) to fifteen (15) occupants. This term does not include busses that meet the applicable school bus safety requirements established by Federal Motor Vehicle Safety Standards.

2.16 **Major Accident:** an accident resulting in death, personal injury, or property damage exceeding $3,000.

2.17 **Non-Participating Organization:** an organization that operates a County Vehicle or other vehicle that is not included in Fleet Management's Vehicle Replacement Program.

2.18 **Official Use:** the use of a vehicle during the course and scope of a user's duties with the County, or during the performance of an authorized service to benefit the County, or while driving to or from an authorized event. Official use includes driving de minimus distances from the route of official use for personal use. Commuting between home and work before or after the regular workday, or when otherwise on a leave from work, is not official use unless specifically authorized by this policy.

2.19 **Personal Use:** the use of a County vehicle for any non-official use.

2.20 **Preferred Vehicles:** a vehicle that has been deemed to be the best value in its classification category.

2.21 **Public Agency:** any government funded public agency, including states, counties, municipalities, special districts, fire and police departments, etc.

2.22 **Public Safety Vehicle:** a vehicle containing emergency response equipment and operated by an authorized emergency responder.

2.23 **Risk Management:** the Division of Risk Management.

2.24 **Supplemental Liability Insurance:** insurance coverage obtained through an employee's personal auto policy that provides third party liability coverage above what is provided by the County for a County owned vehicle that is regularly assigned to an employee for take-home use.

2.25 **User:** any employee, volunteer, or other person authorized to use a County vehicle.

2.26 **Vehicle Replacement Program:** a program maintained by Fleet to make available a cost-efficient mechanism for providing and replacing vehicles to participating organizations.

2.27 **Volunteer:** a non-employee who performs an authorized service for the County under the direction of an authorized employee.

3.0 FLEET MANAGEMENT BOARD

3.1 Purpose. The purpose of the Board is to provide independent oversight of operations and decisions affecting County vehicles, and to enforce provisions of this policy. The Board shall be guided by the overarching principle of acting in the best interest of County taxpayers, with particular emphasis focused on providing cost-effective, efficient, and safe fleet vehicles and operations.

3.2 Board Membership

3.2.1 Board membership shall be established by the ordinance.

3.3 Board Areas of Responsibility. The Board will have primary responsibility within the County for the following items:

3.3.1 Approve any expansion in the number of vehicles that will be managed by Fleet;

3.3.2 Approve any request by a user organization to purchase a vehicle that is not a preferred vehicle;

3.3.3 Approve any changes to the types of vehicles used by organizations that would increase the overall cost of ownership;

3.3.4 Approve an organization's withdrawal from participation in the Vehicle Replacement Program;

3.3.5 Ensure that County vehicles have a justifiable business need;

3.3.6 Establish a list of preferred vehicles to be used for County purposes;

3.3.7 Monitor appropriateness of Fleet Fund and Vehicle Replacement Program cash balances;

3.3.8 Review and approve implementation of the Vehicle Replacement Program, including replacement cycles, purchasing practices, and charges assessed to user organizations;

3.3.9 Review appropriateness of maintenance charges assessed to user organizations;

3.3.10 Review motor pool operations;

3.3.11 Review procedures, activities and documentation related to the disposal of County vehicles;

3.3.12 Review and make recommendations to Fleet, user organizations, and the County Council regarding vehicle utilization and the enforcement of this policy.

3.4 Electronic Meetings.

3.4.1 Electronic Meetings

3.4.1.1 The Board may, from time to time, convene and conduct a Board meeting in which one or more Board members, ex officio members, staff, or an agency representative making a request attends and participates in the Board Meeting through electronic means.

3.4.1.2 Board electronic meetings may include meetings conducted by means of telephone, telecommunications, or by other computerized, electronic mail, or teleconferencing means and media.

3.4.2 Notice

3.4.2.1 Prior to conducting an electronic meeting, the Board shall, through its staff, provide advance written and electronic notice of the meeting, including agenda items, at least 24 hours in advance.

3.4.2.2 Notice shall be provided to all Board members and ex-officio members, as well as to members of the public and to the news media in accordance with the provisions of the Open and Public Meetings Act.

3.4.2.3 Each notice shall describe the means of communication and the procedures by which members of the public will be able to monitor and, when appropriate, participate in the electronic meeting.

3.4.2.4 The meeting notice shall designate which anchor location will be available for public monitoring and participation.

3.4.3 Anchor Location

3.4.3.1 Board staff shall provide sufficient and necessary space, equipment and other means, as required by the Act, to allow members of the public and news media to attend, monitor, and where appropriate, participate in the open portion of any electronic meeting conducted by the Board.

3.4.3.2 Board electronic anchor locations may include one of more of the following: conference room N2-200, Government Center, located at 2001 S. State Street, Salt Lake City, Utah 84190, other similar location at Government Center, and the Fleet Conference Room, room 102, Fleet Management Building, 7125 South 600 West, Midvale, Utah 84047.

3.4.3.3 In addition to Government Center and the Fleet Conference Room, the Board may establish additional anchor locations for electronic meetings by a majority vote or by providing the location in its meeting notice.

3.5 Reporting. Fleet shall report the Board's decisions to affected organizations.

3.6 Implementation. Each affected organization shall implement Board decisions.

3.7 Review of Board Decisions.

3.7.1 Any elected official may appeal any action taken by the Board to the County Council.

3.7.2 The County Council may supplant or overturn any action taken by the Board.

4.0 FLEET MANAGEMENT RESPONSIBILITIES

4.1 Purpose. To provide safe, economical, state-of-the-art vehicles and equipment to the employees of Salt Lake County to enable the employees to provide the best possible services to the citizens of Salt Lake County.

4.2 Fleet Areas of Responsibility. Fleet will have primary County responsibility for the following items:

4.2.1 Acquisition and disposal of all vehicles and equipment in the replacement fund.

4.2.2 Maintenance of County vehicles and equipment.

4.2.2.1 Ensure all vehicles are legally registered.

4.2.2.2 Ensure all vehicles are inspected for safe operation.

4.2.3 Provide fueling for all County vehicles and equipment.

4.2.4 Operate Motor Pool.

4.2.5 Manage County replacement fund.

5.0 VEHICLE SELECTION AND PURCHASING

5.1 Purpose. Reducing and standardizing the types of vehicles in the County fleet should lead to more efficient and cost-effective administration and maintenance of vehicles. This section is to provide guidelines on how a standardized fleet should be achieved.

5.2 Preferred Vehicles. On at least an annual basis, the Board shall prepare a list of preferred vehicles that represent the best value for the County in their respective classifications.

5.2.1 Classification Categories. The Board shall identify as many classification categories as it deems appropriate for which to select a preferred vehicle. Such categories may include compact, mid-size sedan, Sheriff's cruiser, light-duty pickup truck, heavy-duty pickup truck, etc.

5.2.2 Input. The selection of classification categories and preferred vehicles shall only be made after allowing input from user organizations and Contracts and Procurement.

5.2.3 Timing. The selection of classification categories and preferred vehicles for the following year shall be completed annually.

5.2.4 Selection Criteria. The Board shall use the following criteria to select preferred vehicles:

5.2.4.1 Low Cost. This component would incorporate as many aspects of the cost of owning a vehicle as practicable, including but not limited to: purchase price, after-market equipment, preparation of vehicles, installation and removal of after-market equipment, fuel consumption, value of warranties, maintenance and repair costs, residual value, self-insurance value, time to sell vehicle, etc.;

5.2.4.2 Safety. This component would recognize that more expensive vehicles may be considered, within reason, to the extent that they incorporate safety features or designs that would benefit the vehicle user and/or the public;

5.2.4.3 Environmental Impact. This component would recognize that more expensive vehicles may be considered, within reason, to the extent that they incorporate environmentally friendly features or designs that would benefit the public;

5.2.4.4 Public Image. This component would recognize that the public has a legitimate interest in limiting, within reason, the types of vehicles that are used at taxpayer expense.

5.2.4.5 Other Criteria. The Board may consider other criteria that it deems to be in the best interest of the County.

5.3 Justification for purchasing. Any organization that requests to purchase an additional vehicle must provide a justification and receive Board approval prior to the purchase.

5.4 Purchasing from classifications that have preferred vehicle. Where a classification category for a preferred vehicle exists, County money used to purchase a vehicle in that classification category may only be used to purchase the preferred vehicle, unless prior Board approval to purchase another type of vehicle is obtained.

5.4.1 The Board may approve the purchase of a non-preferred vehicle from a classification category if the requesting user organization:

5.4.1.1 Provides sufficient justification to demonstrate that the non-preferred vehicle has attributes that are demonstrably more advantageous for County purposes than does the preferred vehicle, and

5.4.1.2 Pays from its budget the difference in price, if greater, between the non-preferred vehicle and the preferred vehicle.

5.5 When an approved vehicle classification exists, Board approval must be obtained to purchase a vehicle not on the preferred list.

5.6 Purchases shall be made by Contracts and Procurement. All purchases of County vehicles shall be made by Contracts and Procurement pursuant to established purchasing statues, ordinances and policies.

6.0 MAINTENANCE AND REPAIR OF VEHICLES

6.1 All County vehicles are required to be seen once a year by Fleet Management for a yearly inspection.

6.2 All services and repairs must be performed or approved by Fleet Management.

6.2.1 All repairs performed by commercial vendors must be paid for by Fleet.

6.2.2 All repairs must be entered into Fleet Management's software.

6.3 Required maintenance schedules for all vehicles and equipment must be followed.

6.4 Agencies are responsible to review monthly maintenance charges.

6.5 P-Cards are not to be used for vehicle maintenance or repair. See *Countywide Policy 7035: Purchasing Cards Authorization and Use.*

7.0 VEHICLE BUSINESS NEED

7.1 Purpose. To provide guidelines related to what circumstances warrant a County organization or user being assigned a vehicle.

7.2 Business need. County money may only be used to purchase or lease a vehicle that satisfies one or more of the following business needs.

7.2.1 Cost Savings. Where the cost of using a County vehicle is more cost-effective than not using the vehicle.

7.2.1.1 The cost of owning or leasing a County vehicle should incorporate as many aspects of the vehicle ownership costs as practicable, including but not limited to:

7.2.1.1.1 purchase or lease price;

7.2.1.1.2 cost of purchasing, installing, and removing after-market equipment;

7.2.1.1.3 cost of preparing, distributing, and accounting for vehicle;

7.2.1.1.4 cost of fuel consumption;

7.2.1.1.5 cost of maintenance and repairs;

7.2.1.1.6 value of self-insurance;

7.2.1.1.7 value of resources to dispose of vehicle;

7.2.1.1.8 anticipated residual value.

7.2.1.2 The cost of owning a County vehicle should be balanced against the cost of not owning the vehicle. The cost of not owning a vehicle should incorporate as many aspects as practicable, including but not limited to:

7.2.1.2.1 The cost of providing mileage reimbursements, including the administrative costs of qualifying users and processing payments;

7.2.1.2.2 The cost of using a private vehicle, rental vehicle, or leased vehicle;

7.2.1.2.3 The time of users to comply with reimbursement programs or arrange for rental vehicles;

7.2.1.2.4 The value of self-insurance for non-County vehicles;

7.2.1.2.5 The exigency with which vehicles might be needed.

7.2.2 Special vehicle features. Owning a vehicle with emergency response equipment or other utility features provides a compelling benefit over finding alternate means of providing similar service. Such benefit may include, but would not be limited to, decreased response time, increased familiarity for crews that use

equipment, and convenience of storing and maintaining County equipment in vehicle, etc.

7.2.3 Efficiency or work facilitation. Where the organization derives a significant level of efficiency or other benefit by using a County vehicle, such benefits may include, but are not limited to, a user that spends substantial work time in a vehicle.

8.0 MOTOR POOL

8.1 Purpose. To provide for short term, ad hoc needs of County vehicle users.

8.2 Usage Criteria.

8.2.1 Authorization. Users may use motor pool vehicles after receiving authorization from the elected official, department director, division director, or designee who has supervisory responsibility over them.

8.2.2 Usage. Motor pool vehicles shall only be used for official use.

8.2.3 Terms. The terms, including rate and minimum time, by which a motor pool vehicle can be used shall be recommended by Fleet and approved by the Board.

8.3 Motor pool capacity. The capacity of the motor pool shall be maintained at a level to accommodate the reasonable motor pool needs of the County, as determined by the Board.

8.4 Rental agencies. Nothing in this policy is intended to limit the County's ability to use a private rental agency for motor pool purposes if such an option provides demonstrable benefits for the County.

9.0 VEHICLE OWNERSHIP

9.1 Title. Fleet will maintain titles in the name of the County for all County-owned vehicles. The titles will be signed by an authorized representative of Fleet.

9.2 Stewardship.

9.2.1 Vehicle Replacement Program vehicles. Fleet is designated as having stewardship of each County vehicle participating in the Vehicle Replacement Program.

9.2.2 Non-Vehicle Replacement Program vehicles. Vehicles that are not purchased through the Vehicle Replacement Program shall be under the stewardship of the organization that purchases and/or uses them.

9.3 Decals. Each County vehicle with a license plate displaying the letters "EX" shall have identification marks designating the vehicle as property of the County in a conspicuous place on both sides of the vehicle.

9.4 Unauthorized vehicle alteration. Any unauthorized alteration of a vehicle may result in disciplinary action up to and including termination.

10.0 VEHICLE REPLACEMENT

10.1 Purpose. To establish a Vehicle Replacement Program that provides for the planned, scheduled replacement of participating County vehicles.

10.2 Participation.

10.2.1 Participation of County vehicles. All vehicles purchased by the County will participate in all aspects of the Vehicle Replacement Program unless reduced participation or non-participation is required by contract or approved by the Board. It is the intent of the Vehicle Replacement Program to allocate the money collected through vehicle replacement charges to the specific vehicle generating the cost, rather than to a user organization. Prior to approving reduced participation or non-participation in the Vehicle Replacement Program, the Mayor's Financial Administration shall be consulted to coordinate proper accounting of such vehicles.

10.2.2 Participation of vehicles purchased with non-County money. Vehicles which are acquired in whole or in part with non-County money, e.g., federal grants, donations, etc., shall not participate in the Vehicle Replacement Program, or be maintained on the Fleet's Capital Asset Account without Board approval. Before such participation is approved, the Mayor's Financial Administration shall be consulted to coordinate proper accounting of such vehicles.

10.3 Authority.

10.3.1 Fleet shall administer the Vehicle Replacement Program and recommend to the Board the appropriate Vehicle Replacement Charge for each vehicle participating in the program.

10.3.2 The Board shall have authority related to implementing the Vehicle Replacement Program, and shall provide independent review of, and make recommendations related to, the operations and decisions affecting the program.

10.4 Vehicle replacement charges. Each vehicle participating in the Vehicle Replacement Program will be assigned an annual Vehicle Replacement Charge. Each Vehicle Replacement Charge shall be established by Fleet, reviewed and approved by the Board,

and assessed to each County organization by Fleet. Vehicle replacement charges shall be accumulated over the life of each vehicle, so that when the vehicle is ready to be replaced, the money required to replace it will be available.

10.4.1 Vehicle replacement charge assumptions. Each vehicle replacement charge shall be designed to accumulate money equal to the anticipated future net replacement cost of the vehicle. Determination of a vehicle replacement charge should be based on the following factors, each of which must be based on demonstrable historical data and reasonable assumptions about the future:

10.4.1.1 Estimated useful vehicle life which is an estimate of how long the County will be able to derive a cost-effective benefit from the use of the asset;

10.4.1.2 Vehicle's residual value, which is an estimate of what the County expects to receive from the sale of the asset upon final disposition;

10.4.1.3 Replacement costs, which is an estimate of how much it will cost to replace a vehicle of similar size and type after its estimated useful life;

10.4.1.4 Other reasonable criteria

10.4.2 Assumption variances. Subject to Board approval, variances to the vehicle replacement charge assumptions may be made in special situations.

10.4.3 Shortfall or overage. Any shortfall or overage in vehicle replacement charges at the time a vehicle is replaced shall be factored into the vehicle replacement charge of the newly purchased vehicle such that the shortfall of overage is accounted for during the life of new vehicle. Current funds may also be used to make up a shortfall.

10.5 Entry into program. Each vehicle purchased through the Vehicle Replacement Program will require funding for the original purchase cost. A used vehicle shall only be added to the program with prior approval of the Board according to terms approved by Fleet and the Mayor's Financial Administration.

10.6 Withdrawal from program. A vehicle can be withdrawn from participation in the Vehicle Replacement Program at any time by returning the vehicle to Fleet. The actual or estimated residual value of the vehicle, as well as the replacement charges accumulated related to the vehicle, will be returned to the fund from which it was paid.

10.6.1 If the vehicle is not needed by another County organization, it will be disposed of and the actual residual value will be provided to the fund from which it was paid.

10.6.2 If another organization needs a similar vehicle, Fleet may allocate to that organization a vehicle that has been returned to Fleet, and the organization receiving the vehicle shall pay to Fleet the estimated residual value. The addition of the vehicle to the receiving organization must be approved by the board.

10.6.3 The fund from which payment was made to purchase the vehicle will be reimbursed only after proceeds for the sale or transfer of the vehicle have been received by Fleet.

10.7 Totaled vehicles. Totaled vehicles that must be replaced by the County without anticipated third party recovery will be replaced through the Fleet Replacement Program. Any shortfall between the replacement cost and the amount already accumulated in the program for replacement of the totaled vehicle will be included as a criterion for determining the Replacement Program charge for the new vehicle Current funds may also be used to make up a shortfall.

10.7.1 If a vehicle that has replaced a totaled vehicle is withdrawn from the program, the organization must reimburse the Vehicle Replacement Program the residual deficit incurred for replacing the totaled vehicle.

10.8 Vehicle turn-ins. Vehicles for which a replacement has been scheduled must be returned to Fleet.

10.9 Non-Salt Lake County government fleets. A non-Salt Lake County government fleet desiring to have the County operate its vehicle replacement program may do so after execution, and approval by the Mayor and Council, of an interlocal agreement covering desired aspects of the relationship.

11.0 VEHICLE SALES

11.1 Purpose. To provide guidance for the disposal of County vehicles in a manner that is in the best financial interest of County taxpayers, and for the timely and orderly accounting of such sales.

11.2 Authorization. Contracts and Procurement, or an agent it designates, shall be authorized to dispose of vehicles as recommended by the Board. Vehicles shall be sold through any method allowed by County ordinance or Countywide Policy 1100: surplus Property Disposition/Transfer/Internal.

11.3 Compliance with ordinance. All vehicle sales are subject to County Property Disposal Ordinance Chapter 3.36.

11.4 Preparation of vehicle for sale. Fleet shall be responsible for getting vehicles in a condition appropriate for sale in coordination with Contracts and Procurement.

11.5 Sale of Public Safety Vehicles

11.5.1 Public safety vehicles will only be sold to a public agency or other user authorized to operate vehicles containing emergency response equipment.

11.5.2 If no public agency or other user licensed to operate emergency response equipment is available to purchase a public safety vehicle, the emergency response equipment shall be removed from the vehicle, which vehicle may then be sold as a non-public safety vehicle.

11.5.3 All emergency response equipment removed from a safety vehicle will be reused by the County or disposed of by Contracts and Procurement.

11.6 Accounting

11.6.1 All proceeds collected shall be handled by Contracts and Procurement in accordance with Salt Lake Countywide Policies and Procedure 1062 and 1301.

11.6.2 All sales under this policy are final with payment being made in full before the release and/or delivery of any vehicle and its title.

11.6.3 Proceeds from any sale will be deposited to the same fund from which the sold item was originally purchased.

11.6.4 All transactions related to the sale or other disposal of a vehicle must be minimally documented with the following information:

11.6.4.1 Information about the vehicle, including the make, model, year, VIN number, mileage, fleet or non-participating organization unit number, and the County's asset number;

11.6.4.2 Information about the purchaser, including the name, address, phone number, and if applicable, and the identity of the governmental agency;

11.6.4.3 Information about the sale, including the date of sale, sale price, and any other relevant information related to the terms of sale;

11.6.4.4 any information that is required by Countywide Policy.

11.6.5 Fleet shall track the sale of County vehicles, including make, model, year, mileage, sales price, sales date, and sales method.

11.6.5.1 On an annual basis, documentation related to the sale or other disposal of vehicles shall be summarized by Fleet and each nonparticipating organization in a report to the Board.

12.0 EXEMPTIONS FROM SECTIONS 11, 12, 13 AND 14

12.1 Any County department, division or other unit that wishes to develop its own policy related to (1) personal use of County vehicles, (2) County vehicle use outside County boundaries, (3) take home vehicles, (4) transporting passengers, must satisfy the following requirements:

12.1.1 The policy must be in writing;

12.1.2 The policy must be authorized and approved by an elected official;

12.1.3 The policy must be submitted to the Fleet Board for review, suggested modifications, and approval;

12.1.4 Upon its approval, the Fleet Board will send the policy to the Mayor and Council for final action;

12.1.5 If the submitted policy is not approved by the Fleet board, the relevant elected official may request the draft policy, along with the Fleet Board's written concerns, be sent to the Council for review;

12.1.6 No policy will become effective without the approval of the Council.

13.0 PERSONAL USE OF COUNTY VEHICLES

13.1 Purpose. To establish guidelines for the personal use of County vehicles.

13.2 Personal use of County vehicle prohibited. Personal use of any County vehicle is prohibited except as follows:

13.2.1 Incidental personal use. Incidental personal use of a County vehicle is defined as a de minimus distance of no more than two (2) miles from the route of official use. Personal use must not adversely affect the vehicle or the public perception of the County.

13.2.2 Emergency use. County vehicles may be used for personal use in emergency situations related to unplanned serious medical problems or significant property damage where the user using the County vehicle must respond quickly.

13.2.2.1 County vehicles cannot be used for emergencies outside of Salt Lake County.

13.2.2.2 Any emergency use of a County vehicle must be reported to the user's supervisor within two (2) business days, or as soon as practicable, following the emergency use.

13.2.3 Transporting family members. Travel by drivers authorized for take-home use of a County vehicle while transporting family members is considered personal use.

14.0 COUNTY VEHICLES USE OUTSIDE COUNTY BOUNDARIES

14.1 Purpose. To establish guidelines for the use of County vehicles outside County boundaries.

14.2 Use of a County vehicle outside County prohibited. Except as provided in this section, the use of a County vehicle outside County boundaries is prohibited.

14.3 Authorization. Users may use a County vehicle outside the County only to the extent they have received prior authorization from the elected official, department director, or division director that has supervisory responsibility over them.

14.3.1 No person may provide authorization to him or herself to use a County vehicle outside the County.

14.3.2 Authorization to use a County vehicle outside the County must be minimally documented with the following information:

14.3.2.1 The name of the person authorized to use a County vehicle outside the County.

14.3.2.2 A general description of the type of vehicle the person is entitled to use outside the County;

14.3.2.3 The time frame during which the authorization is effective;

14.3.2.4 The purpose of the use; and

14.3.2.5 Any other terms relevant to the authorization.

14.4 County vehicle usage outside of the State of Utah. Use of a County vehicle outside of the State of Utah is prohibited except as provided in this section.

14.4.1 No County vehicle shall be driven outside of the State of Utah unless the following conditions are met:

14.4.1.1 The County related purpose for travel outside of the State of Utah requires the presence of a vehicle that is specially equipped such as for the transportation of prisoners, or for interagency disaster response.

14.4.1.2 Authorization for each vehicle to be taken outside of the State of Utah is acquired pursuant to the requirements of Subsection 14.3.2.

14.4.2 Employees needing to travel outside of the State of Utah may either seek mileage reimbursement for the use of their personal vehicle or shall rent a vehicle, including the purchase of the offered insurance coverages as stated in the Countywide Policy # 1019, Authorization and Payment of Travel Related Expenses.

15.0 TAKE HOME VEHICLES

15.1 Purpose. To establish guidelines for the take-home use of County vehicles.

15.2 No take home without prior authorization. No user may take home a County vehicle or use a County vehicle for normal commuting between home and work, without prior authorization from the elected official, department director, division director, or supervisor of the user.

15.3 Authorization. Persons may only take home a County vehicle to the extent they are authorized to do so.

15.3.1 No person may provide authorization to him or herself to take home a County vehicle.

15.3.2 Authorization to take home a County vehicle shall only be provided in the following circumstances:

15.3.2.1 Regular take home authorization

15.3.2.1.1 The user has demonstrated and continues to demonstrate a need to respond to various situations such as emergencies, callbacks to work, incidents related to construction, snowfall, accidents, etc.

15.3.2.1.2 The user's nature of work, due to their license/authorization, requires response to situations that require a vehicle with specific capabilities or specific safety equipment or office materials that cannot reasonably be carried in the user's personal vehicle.

15.3.2.2 County vehicle shall be authorized for regular take-home use if the employee's take-home residence is within Salt Lake County. Any exceptions will be annually reviewed on a case-by-case basis and approved by the Fleet Management Board.

15.3.2.3 Incidental take-home authorization. Due to an isolated incident of use substantiated by the lateness of the hour or other peculiar circumstances, it is impractical for the user to return a County vehicle at the end of a duty shift or acquire a vehicle before a shift begins.

15.3.3 Any County department or division which authorized a take-home vehicle must submit an annual Fleet Management Authorization form to Fleet Management by the first Wednesday in November of each year, or when an employee is no longer employed by the County, or when an employee is newly assigned a County take-home vehicle during the fiscal year. The Annual Fleet Management Authorization form to take home a County vehicle must be minimally documented with the following information:

15.3.3.1 The name and home address of the person authorized to take home a County vehicle.

15.3.3.2 A written description and map of the usual route taken by the employee between their residence and County workplace.

15.3.3.3 A general description of the type of vehicle the person is entitled to take home;

15.3.3.4 Proof of the supplemental liability insurance required in Section 15.5 of this policy.

15.3.3.5 A description of why it is in the County's best interest to allow the person to take home the vehicle; and

15.3.3.6 Any other terms relevant to the authorization.

15.4 Tax reporting. Fleet Management shall annually provide the Mayor's Financial Administration the Authorization Forms for tax purposes. The Mayor's Financial Administration shall be responsible for preparing internal policies for reporting taxes.

15.5 Supplemental Liability Insurance Required. All users with authorization for regular take home use must purchase supplemental liability protection through a personal auto insurance policy for the off-duty use of the County vehicle. The following requirements apply to this supplemental insurance provision.

15.5.1 The supplemental liability coverage shall be specifically included in or endorsed onto the employee's personal auto insurance policy to provide coverage, beyond the coverage provided by the County, for liability arising out of the regular use of a non-owned vehicle.

15.5.2 The supplemental insurance shall provide the same liability coverage limit as provided for all vehicles insured under the employee's auto policy.

15.5.3 Employees with regularly assigned take home vehicles shall provide their supervisors with proof of compliance with this provision and such proof, in the form of an endorsement, shall be submitted annually with the Take Home Vehicle Authorization Form and when the insurance policy is materially altered.

15.5.4 Questions about this supplemental insurance requirement can be referred to the County Risk Manager or Fleet Management.

16.0 TRANSPORTING PASSENGERS

16.1 Purpose. To establish guidelines for transporting passengers in County-owned vehicles.

16.2 Transport family members with approval. Drivers authorized for take-home use of a County vehicle under Section 15 of this policy may, with documented approval, transport family members in a County vehicle so long as the extent of the transport complies with the personal use limitations of Section 13 of this policy.

16.3 Passengers for in-state training. Employees traveling to and from approved out-of-County but in-state training sessions or seminars may transport non-County related personnel including a spouse or children if they have received express, documented permission for such passengers through the authorization process described in Section 13.2.3 of this policy.

17.0 OFFICAL USE OF VEHICLES BY VOLUNTEERS

17.1 Purpose. To establish the responsibility and authority regarding the use of vehicles by County volunteers when used for official use.

17.2 Procedures. A volunteer may not use any vehicle for official use until all of the following items have been performed:

17.2.1 The volunteer must complete a volunteer job application and sign all required volunteer forms and contracts.

17.2.2 The volunteer must provide proof of a valid Utah motor vehicle operator's license to the volunteer coordinator. If the volunteer intends to use their personal vehicle for official use, they must provide proof of insurance with the minimum liability coverage required by Utah law.

17.2.2.1 The maintenance of a valid operator's license and insurance, if applicable, shall be verified at least every six months.

17.2.2.2 If a person fails to maintain a valid operator's license, insurance required by Utah law, or the rights to drive legally, the person must immediately report the change in circumstances to the elected official, department director, or division director that manages the person's use of a vehicle for official use.

17.2.2.3 Written approval for the volunteer to drive a vehicle for official use must be provided by the elected official, department director, or division director responsible for the activities of the volunteer.

18.0 AUTO USE REIMBURSEMENT

18.1 Purpose. To establish a policy on auto mileage allowances and provide for periodic adjustment of the allowance amount.

18.2 County mileage rate. The IRS mileage rate shall be the County mileage rate, unless the Council approves some other rate. In no event shall the County mileage rate exceed the IRS mileage rate.

18.2.1 County offices, departments, and divisions may establish their own rates by preparing a written policy and obtaining written approval from the elected official that oversees the organization. Upon approval, such rate shall be understood to be the County mileage rate for the organization covered by the policy. Such alternate rates must be reported to the Board and to the Mayor's Financial Administration.

18.3 Mileage Reimbursement. Employees who use a non-County vehicle for official use may seek reimbursement from the County at the County mileage rate. At the discretion of an elected official, department director, or division director, a non-employee who uses a

non-County vehicle for official use may seek reimbursement from the County at the County mileage rate.

18.3.1 Mileage reimbursement shall not be paid from petty cash.

18.3.2 Persons seeking reimbursement must submit an Auto Mileage Report form to their organization's payroll coordinator. The form must be signed by the elected official, department director, or division director that supervises the person seeking the reimbursement. The relevant fiscal manager must review each submission prior to a reimbursement being received.

18.3.3 A request for mileage reimbursement should be submitted at least quarterly but not more than once a month. The last quarter reimbursement must be submitted before the first of December - to close the fiscal year. If an employee entitled to a reimbursement is terminated, the Auto Mileage Reporting form should be submitted as soon as possible.

18.3.4 After payroll coordinators receive Auto Mileage Reporting forms and confirm they comply with this policy, the information shall be submitted through payroll, which will process the reimbursement payment on the next regular payday or within thirty (30) days of receiving the information.

18.3.5 The Mayor's Financial Administration may request further information or withhold or delay payment of mileage reimbursement to determine compliance with this policy.

18.4 Proof of operator's license and insurance. A person may only obtain Mileage Reimbursement after they provide proof of a valid operator's license and insurance required by Utah law for the driver and/or the personal vehicle that will be used for official use.

18.4.1 If a person fails to maintain a valid operator's license, insurance required by Utah law, or the right to drive legally, the person must immediately report the change in circumstances to the elected official, department director or division director that manages that person's use of a vehicle for official use.

18.5 Report of reimbursements. On a quarterly basis, the Mayor's Financial Administration shall provide to the Board a report of mileage reimbursements containing the following information:

18.5.1 The identity of each employee receiving a mileage reimbursement during the reporting period, including name, job title, and department or division that authorized the reimbursement.

18.5.2 The miles reported to have been driven for official use during the reporting period by each person receiving reimbursement.

18.5.3 A description of how much mileage reimbursement was provided to the employee.

18.6 Reimbursement for travel outside the County. The mileage used to determine the reimbursement for travel that includes driving outside the County will be based on the shortest distance between the starting and ending locations as reported on a widely used mapping website.

19.0 ACCIDENT PROCEDURES

19.1 Any accident involving a County vehicle or a non-County vehicle during official use must be reported by each user who was driving, riding in, or otherwise responsible for the vehicle. The report shall be submitted in accordance with Countywide Policy & Procedure 1101, "Accident Reporting Procedure."

19.2 Within thirty (30) days after the accident, that status of the user's driver license shall be verified by his/her supervisor. If the accident involved the use of a non-County vehicle on official use, the user's liability insurance shall also be verified by the driver's supervisor within thirty (30) days.

20.0 INSURANCE COVERAGE

20.1 Purpose. To establish insurance coverage limits for County vehicles.

20.2 Self-insurance. Salt Lake County is a self-insured for all workers' compensation and auto liability claims.

20.3 Coverage during official use of County vehicle. During the official use of a County vehicle, the County will provide coverage for property damage and personal injury in amounts not to exceed those provided for in the Utah Governmental Immunity Act, Utah Code Annotated, Section 63-30d-604. To the extent permitted by law, coverage shall be denied if it is established that loss resulted because the person authorized to operate the County vehicle acted or failed to act due to fraud, willful misconduct, or under the influence of drugs or alcohol to a degree that rendered the individual incapable of safely driving the vehicle.

20.3.1 Workers' Compensation. To the extent personal injury to an employee is covered under the Utah Workers Compensation Act, the County's coverage for those injuries is that provided by the Act.

20.4 Coverage during personal use of County vehicle. During the personal use of a County vehicle, the County will provide coverage for property damage and personal injury to the extent established as minimum limits by the Motor Vehicle Insurance Act, Utah Code Annotated, Section 31A-22-304.

20.4.1 Coverage for bodily injury to any occupant who is not a County employee while a County-owned vehicle is operated for personal use shall be limited to Personal Injury Protection benefits as defined in the Motor Vehicle Insurance Act, Utah Code Annotated, Sections 31A-22-307 & 308.

20.5 Coverage during authorized travel between home and work. Subject to any statutory limitations, personal injuries that occur during the authorized driving of a County vehicle between home and work shall be covered pursuant to Section 18.3 of this policy. This applies even if the user was negligent or if the use is otherwise considered personal use.

20.5.1 Authorized driving between home and work is limited to the authorized user and to courses of travel that provide for safe and timely travel. Deviations from authorized take-home use are covered pursuant to Sections 13 and 15 of this policy.

20.6 Coverage during official use of a personal vehicle. During the official use of a personal vehicle, the primary insurance policy coverage shall be the private insurance of the driver and/or of the personal vehicle.

20.7 Uninsured and underinsured motorist coverage. The County provides workers' compensation and personal injury protection benefits as required by law or as authorized by the Council or an elected official. The County has elected not to provide uninsured and underinsured motorist coverage as allowed under the Motor Vehicle Insurance Act, Utah Code Annotated, Section 31A-22-305, and 305.3

21.0 VEHICLE SAFETY

21.1 Purpose. To establish guidelines for vehicle safety training courses for persons who use vehicles for official use.

21.2 Traffic laws. Each user who operates vehicles for official use shall obey all applicable traffic laws and shall operate their vehicles in a courteous manner that appropriately represents Salt Lake County.

21.3 Seat belts. Each occupant of a County vehicle and personal vehicle used for official use shall wear a seat belt at all times the vehicle is in use.

21.4 Safety training courses. Vehicle users shall attend periodic vehicle safety training courses, established by Risk Management, as follows:

21.4.1 Defensive Driving Course (Basic). The following users must complete the National Safety Council's on-line defensive driving course, or a substitute course approved by Risk Management, at least once every two (2) years:

21.4.1.1 Each full time and regular part-time employee whose job description includes the operation of a motor vehicle;

21.4.1.2 Each employee or user who has received authorization to take home a County vehicle;

21.4.1.3 Each volunteer or seasonal employee whose job duties include the operation of a motor vehicle, unless exempted by Risk Management upon a demonstration by an office, department or division that

compliance would result in an undue burden and not create any undue risk to the public; and,

21.4.1.4 Any person authorized to use a County vehicle.

21.4.2 Large Passenger Van Courses. No person may drive a large passenger van, including trip reduction van pool vehicles, without having completed the following courses:

21.4.2.1 The Basic Course as defined in 21.4, and

21.4.2.2 A specialized van safety course or a substitute course approved by Risk Management, during the prior two (2) years.

21.4.3 Bus Driver Courses. No person may drive a bus, including those requiring a CDL license, without having completed the following courses:

21.4.3.1 The Basic Course as described in 21.4, and

21.4.3.2 Such other training as necessary to gain or retain the CDL licensure where applicable, and

21.4.3.3 A specialized training course, approved by Risk Management, related to the operation of the specific vehicle that the user will operate.

21.4.3.4 Such courses and training shall be completed every two (2) years or at such other interval as directed by the user's management or Risk Management.

21.4.4 CDL Require Courses. No person may drive a truck or other vehicle that requires a CDL license without having completed the following courses:

21.4.4.1 The Basic Course as described in 21.4, and

21.4.4.2 Such other training as necessary to gain or retain the CDL licensure, and

21.4.4.3 A specialized training course, approved by Risk Management, related to the operation of the specific vehicle(s) that the user will operate.

21.4.4.4 Such courses and training shall be completed every two (2) years or at such other interval as directed by the user's management or Risk Management.

21.4.5 Remedial courses. The following users must complete a remedial driving course approved by Risk Management:

21.4.5.1 Any user involved in a major accident involving a County vehicle or a personal vehicle during official use.

21.4.5.2 Any user involved in more than one accident during the interval between their regularly scheduled vehicle safety training sessions.

21.5 Timing of courses. Courses shall be taken prior to the operation of a County vehicle or a personal vehicle for official use, or as soon as practicable after such use beings. However, no user may operate any large van, bus, or vehicle requiring a CDL without having completed the required training.

21.6 Consequence for failure to complete required course.

21.6.1 Loss of the privilege to drive a County vehicle;

21.6.2 Loss of the right to drive non-County vehicles for official use; or

21.6.3 loss of the right to receive mileage reimbursement.

21.7 Large passenger vans.

21.7.1 Organization policies. Each County organization that uses a large passenger van shall coordinate with Risk Management to develop organization-specific policies and procedures related to the use of large passenger vans.

21.7.2 Non-preferred status. Large passenger vans shall not be used for any official use if another vehicle is available for use and can perform the needed function.

22.0 DRIVER LICENSE VERIFICATION

22.1 Purpose. To provide guidelines for ensuring that persons driving for official use are property licensed.

22.2 Requirement. Each user who drives for official use shall possess a valid driver license that is appropriate for the type of vehicle that will be -used, and that is valid at the time the vehicle is used for official use.

22.2.1 Utah driver license. Each driver must have a valid Utah driver license or obtain it within the time limits prescribed by law.

22.2.2 Employees operating vehicles that require a commercial driver license (CDL) shall possess a valid CDL license and shall be subject to annual verification of the valid CDL license as described below.

22.2.3 Loss of driving privilege County employees who drive a County vehicle or receive mileage reimbursement for official use, shall immediately inform their supervisor of any change in their driver's license status and shall not operate a vehicle for official use until they provide proof that the driving privilege has been restored. Each supervisor to whom a change in driver's license status has been reported must report the incident to the elected official, department director, or division director of the user.

22.2.4 Discipline. Driving for official use without a valid driver license is grounds for discipline up to and including termination. See Human Resources Policy & Procedure "Standard of Conduct" 3-300.1.v

22.3 Verification. Each elected office, department or division shall verify that each user under its direction who drives for official use has a valid driver license.

22.3.1 Verification of a valid driver license shall be performed at least annually.

23.0 ACCIDENT, DAMAGE, AND MOVING VIOLATION REPORTING

23.1 Purpose. To increase awareness of and reduce the costs incurred by the County related to accidents, damage or moving violations involving County vehicles or other vehicles used for official use, and to provide guidelines for prompt reporting and accountability related to such accidents, damage and moving violations.

23.2 User reporting. Each user of a County vehicle or other vehicle used for official use that is involved in an accident, moving violation or incurs damage shall report the accident, damage or moving violation to their supervisor. Failure to report such an incident may result in disciplinary action up to and including termination.

23.3 Organization reporting. The user organization shall report any accident or damage involving a County vehicle or other vehicle used for official use to Fleet and Risk Management within seven (7) days of the accident or damage. Fleet shall not perform any service, maintenance or repair to a vehicle having evidence of involvement in an accident until after Fleet verifies that the accident has been reported to Risk Management.

24.0 FUELING OF VEHICLES

24.1 All fuel purchases must be purchased at a county fueling site or using a Fleet Management issued fuel card. P-Cards are not to be used to purchase fuel. See *Countywide Policy 7035: Purchasing Cards Authorization and Use*.

24.2 Agencies are responsible to review monthly fuel charges.

24.3 Employee must obtain authorization to purchase fuel.

24.3.1 Fuel authorization form must be completed and signed by employee's Supervisor, Fiscal Manager, and Division Director or designee.

24.3.2 Upon termination of employment, change in employment status of an employee authorized to purchase fuel, Fleet Management must be notified immediately.

24.4 Agencies will review and approve annually all employees authorized to purchase fuel.

24.5 Fleet Fuel Cards

24.5.1 Personal purchases are prohibited on fuel card.

24.5.2 Fuel card to be used only to purchase fuel, DEF, and oil changes.

24.5.3 Car wash may be purchased with fuel card or P-Card.

24.5.4 Correct odometer reading must be entered at pump when making a purchase.

24.5.5 EIN of employee purchasing fuel must be entered at pump.

24.5.6 Fuel card to be used on assigned vehicle only.

24.5.7 If fuel card is lost or stolen, notify Fleet Management immediately.

24.5.8 The fleet fuel card shall be safeguarded and kept in a secured location.

24.6 Proper use of County fueling stations

24.6.1 Accurate odometer reading must be entered at kiosk.

24.6.2 EIN of employee purchasing fuel must be entered at kiosk.

24.6.3 Fuel must be used in vehicle/equipment of unit number that is entered at kiosk.

APPROVED and PASSED this ___ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

_____

Aimee Winder Newton, Chair

ATTEST:

_____

Lannie Chapman, County Clerk

REVIEWED AS TO FORM:

Bridget K. Romano December 7, 2023

District Attorney's Office

21.4 Safety training courses. Vehicle users shall attend periodic vehicle safety training courses, established by Risk Management, as follows:

21.4.1 Defensive Driving Course (Basic). The following users must complete the National Safety Council's on-line defensive driving course, or a substitute course approved by Risk Management, at least once every two (2) years:

21.4.1.1 Each full time and regular part-time employee whose job description includes the operation of a motor vehicle;

21.4.1.2 Each employee or user who has received authorization to take home a County vehicle;

21.4.1.3 [~~Each employee or user who submits a request for mileage reimbursement;~~

~~21.4.1.4~~] Each volunteer or seasonal employee whose job duties include the operation of a motor vehicle, unless exempted by Risk Management upon a demonstration by an office, department or division that compliance would result in an undue burden and not create any undue risk to the public; and,

21.4.1.[~~5~~]4 Any person authorized to use a County vehicle.

Agenda Item

File #: 23-1154

Requested Agenda Date:
12/12/2023

Requested Agenda Title:

Consideration of Amendments to Human Resources Policies

Requested Agenda Item Description: Human Resources Policy revisions for the following: HR Policy 3-200: Reasonable Accommodations, HR Policy 4-200: Leave Practices, HR Policy 2-800: Resignation and Exit Interviews.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Nilsa Carter, Human Resources Associate Division Director.

Time Needed: 10 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Tracy Byington, Human Resource Business Partner.

Are Supporting Documents Needed for this Agenda Item Request? Yes

HUMAN RESOURCES POLICY ADJUSTMENTS

DEC 12, 2023



SALT LAKE COUNTY
HUMAN RESOURCES

Human Resources Policy Revisions

Policies:

- HR Policy 3-200: Reasonable Accommodations
- HR Policy 4-200: Leave Practices
- HR Policy 2-800: Resignation and Exit Interviews



HR Policy 3-200:Reasonable Accommodations



Proposed language updates are designed to clean up and simplify language in current policy, comply with existing policies, and reduce the time designated to the reassignment process.



Proposed Change: Deletes the option to appeal the Reasonable Accommodations Process to the Career Service Council. This change is consistent with current policy – HR Policy 3-1200 Administrative Separation



Proposed Change: Updates the transfers/reassignment process from a 90-day process to a 60-day process

HR Policy 3-200: REASONABLE ACCOMMODATIONS

Deleted – II.A.7

- States that agencies who determine they are financially unable to accommodate an employee can submit a written request to the Mayor or County Council
  - Language contradicts policy which already states the cost of the accommodation shall be borne by the Agency
  - Due to the size of SLCo an undue hardship is unlikely

Deleted – II.A.7.b

- States an employee can voluntarily contribute toward an accommodation expense. Unnecessary – as that is a personal choice and does not involve the agency unless it is equipment or device – and that is already addressed

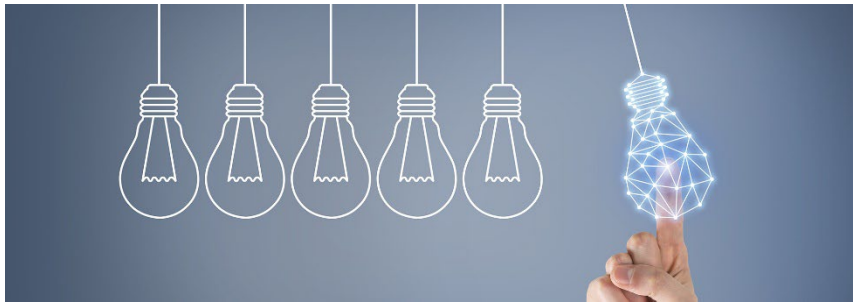
3-200 continued

- **Changes to transfers/reassignments process**
  - Current policy supports a 30-day intra agency process and a 60- day county-wide placement process.
    - The new language reduces the current Human Resources process from 60 to 30 days.
      - This step takes place if an agency was unable to reassign or transfer during the intra agency period
      - HR has determined 30 days is sufficient time to identify if there is a position that the employee qualifies for and where the disability can be reasonably accommodated
      - The current practice keeps an employee on extended leave for that additional 30 days (either paid or leave without pay) which impacts both the employee and the agency
      - No other agency in the state offers such a lengthy process and all counties, including the state have eliminated timelines from policy

3-200 continued

Added language:

- Clarifies that an employee that declines a transfer, or if there is no position that they qualify for that also accommodates their disability, moves to termination as per the Administrative Separation Policy.



HR POLICY 4-200 LEAVE PRACTICES

- **Delete** II.K.13 – ~~An employee may not receive cash payment of vacation accruals until separation from employment.~~
- unnecessary as the following bullet (II.K.14) addresses that vacation accrued at the time of separation will be paid in accordance to policies 2-800, 4-300, 4-900.

- **Added**: New section Q – Status Change Pay Out of Leave
  - States an employee shall have the option to be paid out or bank vacation and holiday when changing from a status that accrues leave to a status that does not.

HR POLICY 4-200 LEAVE PRACTICES

- Status changes prevent accrual payouts according to current policy
  - An employment Status that accrues leave to one that didn’t created challenges - Merit to temp, or any position that doesn’t accrue leave.

HR Policy 2-800: Resignation and Exit Interviews

- ADD new II.D.2 –
- Employees who banked vacation and holiday leave when changing to a status that does not accrue leave shall be paid out the banked vacation and holiday leave upon resignation.
  - Consistent with updated language in 4-200

QUESTIONS/INPUT

Thank you!

SALT LAKE COUNTY
HUMAN RESOURCES

Salt Lake County Human Resources Policy 2-800: Resignation and Exit Interviews

Purpose

This policy identifies the procedures an employee should take to resign from Salt Lake County employment and to identify the procedures a supervisor should take to respond to an employee resignation.

I. Policy

Resignation may occur in a variety of ways and supervisors have a specific procedure by which to respond to employee resignations. The Human Resources Division will identify trends requiring attention or opportunities for improving the County's ability to respond to issues relating to employees' decisions to leave employment. Salt Lake County will improve and develop recruitment and retention strategies aimed at addressing these issues.

II. Procedures

A. Notification of Separation

1. Employees are encouraged to notify supervisors in writing at least thirty days in advance of their expected separation or sixty days before retirement from Salt Lake County.
    a. Part-time and full-time merit employees with benefits who give a thirty day written notice will receive eight hours pay in addition to their regular salary, vacation pay, etc. paid at the end of their employment.
2. All resignations are accepted when received by the supervisor on the date specified.
    a. After a resignation is effective, all employment rights to that position are terminated.
    b. An employee's request to withdraw their resignation is subject to administration's discretion.
    c. The absence of an acknowledgement letter in no way obligates the administration to reinstate a person who has previously resigned.

B. Resignation by Absence

1. An employee absent for two or more scheduled work days without notice, permission or without good reason will be considered as having resigned.
    a. Employees who are absent will be terminated as a "voluntary resignation" from county employment.
    b. Prior to termination, the Supervisor will attempt to call the employee.
        i. If employee contact is made and the employee fails to provide a reasonable basis for the absence, the Supervisor, in their discretion, may proceed with termination.
    c. If the Supervisor is unable to contact the employee by telephone, the Supervisor or Administrator will send written notice by registered mail or personal service, to the employee's last known mailing address informing him/her of the pending termination.
    d. The employee will be given an opportunity to respond before the official termination.
        i. The opportunity to respond consists of a scheduled time, within four to ten calendar days after the date of the letter, when the employee may meet with the Supervisor to explain the absence.

a. An employee may explain the absence in writing, if the explanation is received by the supervisor within ten calendar days after the letter to the employee.

ii. If an employee does not respond to the notice of termination, either in person or in writing, the termination will proceed.

C. Withholding Pay Check

1. Withholding an employee's pay check(s) and/or payment for accumulated vacation leave may be authorized when an employee is being terminated under circumstances in which the employee may owe money to the County or is holding County property. The County may withhold any amount in excess of minimum wage earnings for time actually worked that is equivalent to that which is owed.

D. Resignation Leave Pay Out

1. Merit and time limited appointed employees who terminate County employment will be paid for accumulated vacation at the current daily rate of pay. Accrued vacation will be paid for by the employing agency and reimbursed by the Employee Service Reserve Fund when an employee terminates County employment. Payment for accrued vacation will be calculated by multiplying the vacation hours accrued by the hourly rate in effect on the day of termination.

~~1.~~2. Employees who banked vacation and holiday leave when changing to a status that does not accrue leave shall be paid out the banked vacation and holiday leave when the employee terminates County employment.

~~2.~~3. Employees who wish to exhaust accrued vacation during the period of time immediately preceding their effective date of retirement, resignation or termination may be placed on pre-termination leave, if approved by the administrator, but will not be eligible for accrual of leave-on-leave

E. Exit Interviews

1. An agency will notify Human Resources of a pending separation within two (2) business days of receiving employee notification of separation.

a. The notice will be completed by the agency for all separating employees excluding temporary employees and involuntary separations.

b. The agency will notify the employee of an upcoming Human Resources exit interview invitation.

2. All merit and appointed employees will be provided the opportunity for an exit interview.

a. Human Resources will schedule an exit interview with that employee by phone, email or letter within two (2) business day of receiving the notice of separation.

3. Voluntary Participation and Confidentiality

a. Employees are responsible for participating in the exit interview process on a voluntary basis.

b. If an employee chooses to participate in an exit interview, the employee will be encouraged to be honest, candid and constructive in responding.

c. The information received through the Exit Interviews is confidential to the extent permitted by law.

4. Interview Process
    a. An employee will be invited to participate in a face-to-face exit interview with Human Resources.
    b. If an employee chooses not to participate in a face-to-face exit interview, the options of an exit interview by phone or by completing a confidential electronic interview will be offered.
    c. The exit interview should be completed as soon as possible after the confirmed leaving date has been received by the Human Resources Division.
    d. The employee will be asked a standard set of questions and given a chance to discuss any concerns or information that might benefit the county to know about their employment experience.
5. Reporting
    a. The information will be analyzed regularly by the Human Resources Division to identify areas or determine trends that may need to be addressed. Periodically, the Human Resources Division will share analyses and recommendations with designated members of staff and county management. The analysis will include:
        i. Statistical information regarding the number and distribution of employee departures during the preceding year and the reasons for leaving
        ii. Analysis and discussion of trends and common themes that are suggested by the exit interview feedback
        iii. Summary of actions or interventions taken during the year on the basis of the exit interview information
        iv. Suggested actions required in order to address concerns or opportunities identified through exit interview feedback.

III. References

A. Human Resources Policy
    1. 4-300 Insurance and Retirement Programs

APPROVED and ADOPTED this ____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By _____
Aimee Winder Newton, Chair

ATTEST:

_____
Lannie Champman, County Clerk

Voting:

Council Member Alvord	_____
Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Granato	_____
Council Member Harrison	_____
Council Member Theodore	_____
Council Member Stewart	_____
Council Member Stringham	_____
Council Member Winder Newton	_____

Salt Lake County Human Resources Policy 2-800: Resignation and Exit Interviews

Purpose

This policy identifies the procedures an employee should take to resign from Salt Lake County employment and to identify the procedures a supervisor should take to respond to an employee resignation.

I. Policy

Resignation may occur in a variety of ways and supervisors have a specific procedure by which to respond to employee resignations. The Human Resources Division will identify trends requiring attention or opportunities for improving the County's ability to respond to issues relating to employees' decisions to leave employment. Salt Lake County will improve and develop recruitment and retention strategies aimed at addressing these issues.

II. Procedures

A. Notification of Separation

1. Employees are encouraged to notify supervisors in writing at least thirty days in advance of their expected separation or sixty days before retirement from Salt Lake County.
    a. Part-time and full-time merit employees with benefits who give a thirty day written notice will receive eight hours pay in addition to their regular salary, vacation pay, etc. paid at the end of their employment.
2. All resignations are accepted when received by the supervisor on the date specified.
    a. After a resignation is effective, all employment rights to that position are terminated.
    b. An employee's request to withdraw their resignation is subject to administration's discretion.
    c. The absence of an acknowledgement letter in no way obligates the administration to reinstate a person who has previously resigned.

B. Resignation by Absence

1. An employee absent for two or more scheduled work days without notice, permission or without good reason will be considered as having resigned.
    a. Employees who are absent will be terminated as a "voluntary resignation" from county employment.
    b. Prior to termination, the Supervisor will attempt to call the employee.
        i. If employee contact is made and the employee fails to provide a reasonable basis for the absence, the Supervisor, in their discretion, may proceed with termination.
    c. If the Supervisor is unable to contact the employee by telephone, the Supervisor or Administrator will send written notice by registered mail or personal service, to the employee's last known mailing address informing him/her of the pending termination.
    d. The employee will be given an opportunity to respond before the official termination.
        i. The opportunity to respond consists of a scheduled time, within four to ten calendar days after the date of the letter, when the employee may meet with the Supervisor to explain the absence.

a. An employee may explain the absence in writing, if the explanation is received by the supervisor within ten calendar days after the letter to the employee.

ii. If an employee does not respond to the notice of termination, either in person or in writing, the termination will proceed.

C. Withholding Pay Check

1. Withholding an employee's pay check(s) and/or payment for accumulated vacation leave may be authorized when an employee is being terminated under circumstances in which the employee may owe money to the County or is holding County property. The County may withhold any amount in excess of minimum wage earnings for time actually worked that is equivalent to that which is owed.

D. Resignation Leave Pay Out

1. Merit and time limited appointed employees who terminate County employment will be paid for accumulated vacation at the current daily rate of pay. Accrued vacation will be paid for by the employing agency and reimbursed by the Employee Service Reserve Fund when an employee terminates County employment. Payment for accrued vacation will be calculated by multiplying the vacation hours accrued by the hourly rate in effect on the day of termination.
2. Employees who banked vacation and holiday leave when changing to a status that does not accrue leave shall be paid out the banked vacation and holiday leave when the employee terminates County employment.
3. Employees who wish to exhaust accrued vacation during the period of time immediately preceding their effective date of retirement, resignation or termination may be placed on pre-termination leave, if approved by the administrator, but will not be eligible for accrual of leave-on-leave

E. Exit Interviews

1. An agency will notify Human Resources of a pending separation within two (2) business days of receiving employee notification of separation.
   a. The notice will be completed by the agency for all separating employees excluding temporary employees and involuntary separations.
   b. The agency will notify the employee of an upcoming Human Resources exit interview invitation.
2. All merit and appointed employees will be provided the opportunity for an exit interview.
   a. Human Resources will schedule an exit interview with that employee by phone, email or letter within two (2) business day of receiving the notice of separation.
3. Voluntary Participation and Confidentiality
   a. Employees are responsible for participating in the exit interview process on a voluntary basis.
   b. If an employee chooses to participate in an exit interview, the employee will be encouraged to be honest, candid and constructive in responding.
   c. The information received through the Exit Interviews is confidential to the extent permitted by law.

4. Interview Process
    a. An employee will be invited to participate in a face-to-face exit interview with Human Resources.
    b. If an employee chooses not to participate in a face-to-face exit interview, the options of an exit interview by phone or by completing a confidential electronic interview will be offered.
    c. The exit interview should be completed as soon as possible after the confirmed leaving date has been received by the Human Resources Division.
    d. The employee will be asked a standard set of questions and given a chance to discuss any concerns or information that might benefit the county to know about their employment experience.
5. Reporting
    a. The information will be analyzed regularly by the Human Resources Division to identify areas or determine trends that may need to be addressed. Periodically, the Human Resources Division will share analyses and recommendations with designated members of staff and county management. The analysis will include:
        i. Statistical information regarding the number and distribution of employee departures during the preceding year and the reasons for leaving
        ii. Analysis and discussion of trends and common themes that are suggested by the exit interview feedback
        iii. Summary of actions or interventions taken during the year on the basis of the exit interview information
        iv. Suggested actions required in order to address concerns or opportunities identified through exit interview feedback.

III. References

A. Human Resources Policy
    1. 4-300 Insurance and Retirement Programs

APPROVED and ADOPTED this ____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By _____
Aimee Winder Newton, Chair

ATTEST:

_____
Lannie Champman, County Clerk

Voting:

Council Member Alvord	_____
Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Granato	_____
Council Member Harrison	_____
Council Member Theodore	_____
Council Member Stewart	_____
Council Member Stringham	_____
Council Member Winder Newton	_____

Salt Lake County Human Resources Policy 3-200: Reasonable Accommodations

Purpose

This policy provides a procedure for compliance with the ~~determining when reasonable accommodations are required for qualified individuals with a disability as defined by the~~ Americans with Disabilities Act as Amended (ADAA) and Section 504 of the Rehabilitation Act. ~~Provides documentation regarding the county's inability to provide accommodations due to undue hardships and the employee's~~

I. Policy

It is the policy of Salt Lake County to comply with the provisions of the Americans with Disabilities Act as Amended (ADAA) and Section 504 of the Rehabilitation Act when providing reasonable accommodations.

II. Procedures

A. Employee Reasonable Accommodation Procedure

1. An employee who requests a modification or adjustment to a job or the work environment~~a change in job duties and or work schedule~~ based on a qualifying disability~~medical condition~~ shall~~will~~ be referred to the Human Resources ADA ~~Program~~ Coordinator.
2. The employee making the request ~~must~~shall return the following completed forms to the ADA ~~Program~~ Coordinator:
   a. ADA Employee Intake Form
   b. ADA Medical Questionnaire
   c. HIPAA Disclosure Form (Authorization to Disclose Health Information)

~~3. The ADA Program Coordinator will review the request and provide the employee and agency with a written determination of ADA coverage. The ADA Program Coordinator may require additional information from the employee or the medical provider prior to providing a determination.~~

3. If the ADA ~~Program~~ Coordinator determines that an employee has a qualifying disability~~requires an accommodation under the ADA~~, the relevant ~~agency~~Agency shall~~will~~ be notified of ~~an employee's ADA coverage status and~~ the need for an accommodation. The ADA Coordinator may require additional information from the employee or the medical provider prior to providing a determination.
4. The ~~agency~~Agency shall~~will~~ have seven calendar days from receipt of the written determination to hold a meeting with the employee and discuss accommodations.

~~5.~~ At the meeting, the supervisor and employee will discuss possible~~whether~~ accommodations that~~may be made to~~ allow the employee to perform the essential job functions. ~~Accommodations may include the following:~~

~~6. restructuring jobs (elimination of non-essential tasks, reassignment of work among coworkers, development of non-traditional solutions for day-to-day tasks)~~

~~7. modifying work schedules~~

~~8. removing physical barriers~~

~~9. acquiring or modifying equipment or devices~~

~~10. providing readers or interpreters~~

~~11. reassigning or transferring an employee to a vacant position~~

~~12. adjusting or modifying examinations, training materials or policies~~

~~13.~~5. ~~additional suggested accommodations found at the Job Accommodations Network~~

~~14.~~6. The accommodation process is intended to be an ongoing interaction between the Agency ~~management~~ and the employee.

a. The ~~agency~~Agency shall~~will~~ document all consultation meetings with the employee requesting an accommodation and the process on the ADA Interactive Worksheet.

~~b. Before denying an employee an accommodation on the basis that it would pose an undue hardship, the agency must consult with the Human Resources ADA Coordinator.~~

~~i. The agency must document its inability to provide the accommodation on the ADA Interactive Process Worksheet.~~

~~1. Documentation must include assessment of the reasonableness of the denial and identify which accommodations have been explored.~~

~~2. A copy of the documentation will be retained by the agency and must be made available to the employee for review.~~

i. The ~~agency~~Agency ~~must~~shall consult with the ADA Coordinator prior to denying an accommodation.

~~ii. The employee may appeal denial of the requested accommodation to the Career Service Council within fourteen calendar days after receiving notification of the denial.~~

~~c. The accommodation process is intended to be an ongoing interaction between management and the employee. If an employee disagrees with the extent of the accommodations made by the agency, the employee may appeal to the Career Service Council within fourteen calendar days after the of the accommodation process.~~

~~d.~~b. An ~~administrator~~Agency shall not~~is not required to~~ lower performance or productivity expectations or standards to make an accommodation.

~~e.~~c. ~~A disabled~~An employee with an accommodation is required to follow the same rules, policies, procedures, and standards that other employees are required to adhere to in the work environment.

~~f.~~d. The ~~Human Resources~~ ADA Coordinator shall review the accommodation~~will~~ ~~meet~~ with the employee and with the supervisor at least annually to discuss whether the accommodation needs to be modified~~changed~~.

i. Any accommodation that would pose a significant health or safety risk to an employee or others in the workplace is not considered reasonable.

~~15.~~7. The cost of an accommodation shall~~will~~ be borne by the ~~agency~~Agency.

~~a. An agency that is financially incapable of providing a reasonable accommodation may solicit assistance from the Mayor or County Council by submitting a letter to the Mayor or County Council identifying the accommodation, the cost, and documenting the agency's inability to bear the expense. A copy of this letter must also be sent to the Human Resources ADA Program Coordinator.~~

~~b. A qualified employee who voluntarily offers to contribute toward the expense of an accommodation may be allowed to do so.~~

~~c.~~a. A qualified employee who wishes to bring medically necessary equipment or devices to work may be allowed to do so with supervisory approval.

~~16.~~8. Transfers/Reassignments for an employee who can no longer perform essential functions of the position.

a. During this process~~period of time~~, the employee may choose to use accumulated leave or will be on leave without pay.

~~a.~~b. If an employee is unable to~~ continue~~ perform the~~ing~~ essential functions of the position with or without accommodations due to a qualifying disability, the Agency has 30 calendar days ~~an administrator will have 30 calendar days~~ to attempt to transfer or reassign the employee to an intra-Agency vacant position ~~within the agency~~for which the employee may qualify and where the disability can be reasonably accommodated.~~.~~

i. An ~~Agency~~Agency that is unable to reassign or transfer ~~a disabled~~the employee within the 30-day intra-Agency period~~an employee with a qualifying disability~~ shall notify the ~~Human Resources Division Director and the~~ ADA Program Coordinator ~~immediately~~.

~~b.~~c. Following the 30-day intra-Agency period, the ~~The~~ Human Resources Division will have an additional 30~~60~~ calendar days to evaluat~~ee the~~ countywide vacancies ~~available throughout the County in an effort~~ to identify a position for which the employee may qualify and where the disability can be reasonably accommodated.

~~c.~~a. ~~During this period of time, the employee may choose to use accumulated leave or will be on leave without pay.~~

~~d. If an employee disagrees with a transfer or reassignment made by the agency, the employee may file an appeal directly to the Career Service Council within fourteen calendar days after the transfer or reassignment.~~

~~e.~~d. If a position is available for which the employee qualifies, the ADA Coordinator~~Human Resources Division Director/designee~~, in consultation with the ~~agency~~Agency ~~administrator~~Administrator where the vacancy exists, shall inform the employee of the~~will effectuate a~~ transfer. The employee may decline the transfer and remain on the reassignment list during the 30-day countywide period. If a transfer is not agreed upon in the 30-day countywide period, the employee shall be subject to an Administrative Separation.

~~f. If a position is not found within the County, the employee will be terminated by the agency.~~

~~g. If the employee disagrees with the decision to terminate, the employee may file an appeal directly to the Career Service Council within fourteen calendar days of the notice of termination.~~

~~17.~~9. Job Applicant/Interview Reasonable Accommodations Policy and Procedure

a. Human Resources ~~must~~shall provide reasonable accommodations to qualified applicants during the application and examination process. ~~These accommodations may include providing assistance in filling out the employment application, rescheduling the~~

~~examination, moving the examination to an alternative location, reading the test to the applicant, providing interpreters, visual aids, enlarged print, extending time limits, etc.~~

i. Requests for reasonable accommodations ~~must~~shall be received by Human Resources at least five calendar days prior to the examination.

~~ii. All requests will be reviewed on a case-by-case basis and decisions will be based on the type of request, the applicant's disability and the nature of the job.~~

~~iii.~~ii. Information concerning an applicant who needs a reasonable accommodation in the interview process will be conveyed to the ~~agency~~Agency by the Human Resources Division.

~~iv.~~iii. An ~~administrator~~Agency shall not~~is not required to~~ lower performance or productivity expectations or standards for an ~~disabled~~ applicant with a disability.

~~v.~~iv. Before a qualified applicant is denied an employment opportunity because the accommodation required would pose an undue hardship, the ~~agency~~Agency ~~must~~shall consult with the ~~Human Resources~~ ADA~~Program~~ Coordinator.

III. References

A. Job Accommodation Website (askjan.org)
B. Americans with Disabilities Act of 1990, as amended
C. Rehabilitation Act of 1973, Section 504, as amended
D. Countywide Policy & Procedure: Americans with Disabilities Act Complaint Procedure
E. Human Resources Policy:
   1. 1-200, General Definitions
   2. 3-100, Harassment, Discrimination and Retaliation
   3. 3-500, Grievance Procedure
   4. 4-400, Workers' Compensation

APPROVED and ADOPTED this ____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By _____
Aimee Winder Newton, Chair

ATTEST:

_____
Lannie Chapman, County Clerk

Voting:

Council Member Alvord	_____
Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Granato	_____
Council Member Harrison	_____
Council Member Theodore	_____
Council Member Stewart	_____
Council Member Stringham	_____
Council Member Winder Newton	_____

Salt Lake County Human Resources Policy 3-200: Reasonable Accommodations

Purpose

This policy provides a procedure for compliance with the Americans with Disabilities Act as Amended (ADAA) and Section 504 of the Rehabilitation Act.

I. Policy

It is the policy of Salt Lake County to comply with the provisions of the Americans with Disabilities Act as Amended (ADAA) and Section 504 of the Rehabilitation Act when providing reasonable accommodations.

II. Procedures

A. Employee Reasonable Accommodation Procedure

1. An employee who requests a modification or adjustment to a job or the work environment based on a qualifying disability shall be referred to the Human Resources ADA Coordinator.
2. The employee making the request shall return the following completed forms to the ADA Coordinator:
    a. ADA Employee Intake Form
    b. ADA Medical Questionnaire
    c. HIPAA Disclosure Form (Authorization to Disclose Health Information)
3. If the ADA Coordinator determines that an employee has a qualifying disability, the relevant Agency shall be notified of the need for an accommodation. The ADA Coordinator may require additional information from the employee or the medical provider prior to providing a determination.
4. The Agency shall have seven calendar days from receipt of the written determination to hold a meeting with the employee and discuss accommodations.
5. At the meeting, the supervisor and employee will discuss possible accommodations that allow the employee to perform the essential job functions.
6. The accommodation process is intended to be an ongoing interaction between the Agency and the employee.
    a. The Agency shall document all consultation meetings with the employee requesting an accommodation and the process on the ADA Interactive Worksheet.
        i. The Agency shall consult with the ADA Coordinator prior to denying an accommodation.
    b. An Agency shall not lower performance or productivity expectations or standards to make an accommodation.
    c. An employee with an accommodation is required to follow the same rules, policies, procedures, and standards that other employees are required to adhere to in the work environment.

   d. The ADA Coordinator shall review the accommodation with the employee and with the supervisor at least annually to discuss whether the accommodation needs to be modified.
      i. Any accommodation that would pose a significant health or safety risk to an employee or others in the workplace is not considered reasonable.
7. The cost of an accommodation shall be borne by the Agency.
   a. A qualified employee who wishes to bring medically necessary equipment or devices to work may be allowed to do so with supervisory approval.
8. Transfers/Reassignments for an employee who can no longer perform essential functions of the position.
   a. During this process, the employee may choose to use accumulated leave or will be on leave without pay.
   b. If an employee is unable to perform the essential functions of the position with or without accommodations due to a qualifying disability, the Agency has 30 calendar days to attempt to transfer or reassign the employee to an intra-Agency vacant position for which the employee may qualify and where the disability can be reasonably accommodated.
      i. An Agency that is unable to reassign or transfer the employee within the 30-day intra-Agency period shall notify the ADA Program Coordinator.
   c. Following the 30-day intra-Agency period, the Human Resources Division will have an additional 30 calendar days to evaluate countywide vacancies to identify a position for which the employee may qualify and where the disability can be reasonably accommodated.
   d. If a position is available for which the employee qualifies, the ADA Coordinator, in consultation with the Agency Administrator where the vacancy exists, shall inform the employee of the transfer. The employee may decline the transfer and remain on the reassignment list during the 30-day countywide period. If a transfer is not agreed upon in the 30-day countywide period, the employee shall be subject to an Administrative Separation.
9. Job Applicant/Interview Reasonable Accommodations Policy and Procedure
   a. Human Resources shall provide reasonable accommodations to qualified applicants during the application and examination process.
      i. Requests for reasonable accommodations shall be received by Human Resources at least five calendar days prior to the examination.
      ii. Information concerning an applicant who needs a reasonable accommodation in the interview process will be conveyed to the Agency by the Human Resources Division.
      iii. An Agency shall not lower performance or productivity expectations or standards for an applicant with a disability.
      iv. Before a qualified applicant is denied an employment opportunity because the accommodation required would pose an undue hardship, the Agency shall consult with the ADA Coordinator.

III. References

A. Job Accommodation Website (askjan.org)
B. Americans with Disabilities Act of 1990, as amended
C. Rehabilitation Act of 1973, Section 504, as amended
D. Countywide Policy & Procedure: Americans with Disabilities Act Complaint Procedure
E. Human Resources Policy:
   1. 1-200, General Definitions
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   3. 3-500, Grievance Procedure
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APPROVED and ADOPTED this ____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By _____
Aimee Winder Newton, Chair

ATTEST:

_____
Lannie Chapman, County Clerk

Voting:
Council Member Alvord _____
Council Member Bradley _____
Council Member Bradshaw _____
Council Member Granato _____
Council Member Harrison _____

Council Member Theodore	_____
Council Member Stewart	_____
Council Member Stringham	_____
Council Member Winder Newton	_____

Purpose

This policy explains the circumstances under which an eligible employee may use the various types of paid and unpaid leave provided by Salt Lake County.

I. Policy

Salt Lake County provides various types of paid and unpaid leave for an employee's absence from work for personal and professional reasons. Documentation supporting a request may be required at any time (i.e. military orders; funeral program for funeral leave). Leave under the Family and Medical Leave Act (FMLA), Americans with Disabilities Act as Amended (ADAA), Worker's Compensation and Long Term Disability are covered under separate policies.

II. Procedures

A. Administrative Leave
   1. Administrative leave may be paid or unpaid.
   2. An employee may be placed on administrative leave for an investigation or other organizational needs.
      a. An employee will be placed on administrative leave for the minimum time necessary to complete the investigation or satisfy organizational needs.
   3. An employee may receive a bonus award in the form of paid administrative leave.
      a. The total amount of all bonus awards of paid administrative leave may not exceed five working days in aggregate over a calendar year.
      b. A bonus award in the form of paid administrative leave must be used within a year of the date granted.
   4. A department director or elected official may grant an award of up to eighty (80) hours of paid administrative leave as a recruitment incentive to a new county employee or a current county employee who does not accrue leave in the former position. The recruitment incentive must be used within a year of the start date ~~to a new hire who is an eligible employee~~. ~~This award must be used within a year of the new hire's start date.~~

B. Compensatory time will be granted in accordance with HR Policy 5-300, Payroll.

C. Funeral Leave
   1. Employees in the following employment statuses are eligible for a paid funeral leave: 02 regular, 03 probationary, 04 provisional, 08 permanent part-time with benefits and 12 time limited appointed.
      a. At the discretion of the administrator, funeral leave may be granted to make funeral arrangements, settle family affairs, attend the funeral or memorial service and for bereavement.
   2. The amount of funeral leave granted is at the discretion of the administrator based upon the employee's individual circumstances and the needs of the agency. The maximum time off for funeral leave is as follows:
      a. Up to 40 work hours for immediate family which includes spouse, adult designee, child, ward, dependent child of an adult designee, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law and step-relatives of the same order.
      b. Up to 24 work hours that may be extended to 40 work hours for other family members who include uncle, aunt, nephew, niece, brother-in-law, sister-in-law, son-in–law and daughter-in-law.

c. Up to ten hours per calendar year for other relatives and friends Hours not used in the calendar year will not to be carried forward to the next year.
d. If additional time off is needed, an employee may request to use vacation, compensatory time or leave without pay.
e. In the event of a family member's death while an employee is on vacation, the employee's time off may be extended by the amount of funeral leave permitted by this policy if approved by the administrator.

D. Miscarriage and Still Birth Bereavement
1. In accordance with Utah Code Ann. § 10-3-1103, any employee may take up to three workdays of paid bereavement leave in the following circumstances:
   a. Following the end of the employee's pregnancy by way of a miscarriage or stillbirth; or
   b. Following the end of another individual's pregnancy by way of a miscarriage or stillbirth, if:
      i. The employee is the individual's spouse or partner; or
      ii. the employee is the individual's former spouse or partner; and the employee would have been a biological parent of a child born as a result of the pregnancy; or
   c. The employee provides documentation to show that the individual intended for the employee to be an adoptive parent, as that term is defined in Utah Code Ann. § 78B-6-103, of a child born as a result of the pregnancy; or
   d. Under a valid gestational agreement in accordance with Utah Code Ann. § 78B-15-8, the employee would have been a parent of a child born as a result of the pregnancy.
2. For Benefits Eligible employees, this bereavement leave following a miscarriage or stillbirth runs concurrently with, and is not separate from, Funeral Leave.

E. Holiday Leave
1. Employees in the following employment statuses are eligible for paid leave on holidays: 02 regular, 03 probationary, 04 provisional and 12 time limited appointed.
2. Employees in the following employment statuses are eligible for pro-rated paid leave on holidays based on the number of hours the employee is normally scheduled to work weekly (i.e. 20 hours per week = 4 hours paid leave; 30 hours per week = 6 hours paid leave): 04 provisional, and 08 permanent part-time with benefits.
3. A benefits eligible employee who works an alternative schedule is eligible for holiday pay based on the FTE held.
4. Employees in 05 temporary status are not eligible for paid leave on holidays.
5. To be eligible for holiday pay, an employee must be in an eligible pay status the lastscheduled work day before the holiday is observed.
6. The following days are defined as legal holidays when most County government offices are closed:

a.	The 1st day of January	New Year's Day
b.	The 3rd Monday of January	Martin Luther King Day
c.	The 3rd Monday of February-	President's Day
d.	The last Monday in May	Memorial Day
e.	The 19th Day of June	Juneteenth Independence Day
f.	The 4th day of July	Independence Day
g.	The 24th day of July	Pioneer Day
h.	The 1st Monday of September	Labor Day
i.	The 11th day of November	Veterans Day
j.	The 4th Thursday of November	Thanksgiving Day
k.	The 4th Friday of November	Day after Thanksgiving
l.	The 25th day of December	Christmas Day

7. A holiday that falls on a Sunday will be observed on the following Monday. A holiday that falls on a Saturday will be observed on the preceding Friday.
    a. The Juneteenth Holiday will be observed as follows:
        i. If June 19 falls on any day Tuesday-Friday, it will be observed the preceding Monday.
        ii. If June 19 falls on Saturday or Sunday, it will be observed the following Monday.
8. Employees required to work on holidays are paid in accordance with HR Policy 5-100 Pay Practices.
9. As holidays occur, the eligible employee will receive either a cash payment based on the FTE held or leave added to their holiday bank based on the FTE held. An employee may not use other paid leave in order to bank a holiday.
10. When employees record holiday on their timecard, the hours will be deducted from the holiday bank.
11. Holiday leave will be audited annually at the conclusion of each employee's last full work cycle in July. Holiday leave exceeding 24 hours will be forfeited on August 1 of each year.
12. Hours remaining in the holiday bank will be cashed out upon separation.

F. Holiday Leave – Sheriff's Office Sworn Employees
1. Employees in the following employment statuses are eligible for 96 hours of holiday leave per calendar year: 02 regular and 03 probationary. The 96 hours of holiday leave is in lieu ofthe holidays listed in 4-200-II-D-6.
2. The 96 hours of holiday leave will be divided equally between the 12 calendar months of the year. Employees are eligible to use eight hours of holiday leave at the beginning of each month.
3. Employees who take 80 hours or more of leave without pay (LWOP) in one month will not be awarded holiday leave for the following month.
4. Holiday hours will be prorated based on the number of months worked by an employee entering the Peace Officer's Merit Commission (POMC) system during the calendar year.
5. Employees entering the POMC system from the Career Service system will be awarded unused hours in the former position for the calendar year.
6. Employees who work on holidays will be paid at straight time unless the requirements for overtime are met.
7. Supervisors should allow for the scheduling of eight holiday hours off per month. Due to the difficulty in maintaining shift schedules for 24 hour coverage, holiday leave may be scheduled by the Sheriff's Office Divisions.
8. Holiday leave will be audited annually at the conclusion of each employee's last full work cycle in July. Holiday leave exceeding 24 hours will be forfeited on August 1 of each year.

G. Jury and Witness Leave
1. Employees in the following employment statuses are eligible for a paid leave of absence for jury or witness duty in response to a subpoena or directive by the Federal Government, State of Utah or its political subdivisions: 02 regular, 03 probationary, 04 provisional, 08 permanent part-time, 09 part-time and 12 time limited appointed.
    a. Sheriff's Office sworn employees in employment status 02 regular.
2. Jury duty is an approved absence.
    a. An employee will be granted paid time off for jury duty.
    b. Scheduled work time may be spent traveling to and from jury duty.
    c. An employee may keep income received from jury duty.
3. Witness duty may be an approved absence if related to employment.
    a. Traveling to and from employment-related witness duty.
    b. An employee may keep income received from witness duty.

4. An employee subpoenaed for private litigation or by a party other than the Federal Government, State of Utah or its political subdivisions, to testify as an individual and not in a work-related official capacity, may request to use vacation or leave without pay.

H. Leave Without Pay (Excluding Long Term Disability Applicants, Workers Compensation, Military Leave and Family and Medical Leave (FMLA)
   1. Employees in the following employment statuses may submit a written request for an unpaid leave of absence not to exceed 180 consecutive days in a 12 month period to the employee's supervisor: 02 regular, 08 permanent part-time, 09 part-time, and 12 timelimited appointed.
   2. The supervisor will submit a recommendation for approval of a request for leave without pay of more than 2 calendar days to their department director or elected official.
   3. An employee on leave without pay for more than a cumulative 30 calendar days does not accumulate retirement benefits and contributions to the employee's state Retirement Fund will not be made during the period of leave.
   4. An employee on leave without pay does not accrue sick or vacation leave.
   5. Insurance benefits for leave without pay of 30 or more consecutive days will be handled in accordance with HR Policy 4-300 Insurance and Retirement Programs and HR Policy 4-900 Retirement Policy.
   6. An employee returning from leave without pay status will be reinstated in accordance with HR Policy 2-700 Employment Practices.

I. Military Leave
   1. Employees in the following employment statuses are eligible for a paid leave of absence for military duty: 02 regular, 03 probationary, 04 provisional, 08 permanent part-time and 12 time limited appointed.
   2. The employee may be granted up to a maximum of 15 working days (120 hours) per calendar year.
   3. If additional time off is required, the employee may use vacation or leave without pay.
   4. A copy of the military orders supporting the leave request will be submitted to the employee's Administrator before beginning leave. The agency will forward a copy of the military orders to the Human Resources Division for placement in the employee's official personnel file.
   5. Employees activated for military duty under the Uniformed Services Employment and Re-Employment Rights Act (USERRA) may be absent from employment for the period required by the official orders and as prescribed in the Act.
   6. An employee returning from active duty will be reinstated in accordance with Uniformed Services Employment and Re-Employment Rights Act (USERRA) and HR Policy 4-300 Insurance and Retirement Programs and HR Policy 4-900 Retirement Policy.

J. Sick Leave
   1. Employees in employment statuses 02 regular, 03 probationary, 04 provisional, 08 permanent part-time and 12 time limited appointed will accumulate sick leave according to the following formula:
      a. Accrual = regular hours worked x (times) .04615
      b. A Multiple Jobs Employee accrues sick leave based upon the hours worked in the Primary Position and not the hours worked in a Subordinate Position or the hours worked for a Subordinate Agency.
   2. There is no limit on the amount of sick leave that may be accrued and carried forward to succeeding years.
   3. Sick leave may be used for an employee's absence from work due to illness, injury, medical appointments and to care for an ill or injured immediate family member.
   4. Sick leave may be used after the employee has completed one month of employment.

5. Sick leave may be used in increments of one quarter hour or more.
6. Employees are not allowed to use sick leave for any period of time beyond or in advance of time already accrued.
7. Holidays occurring while an employee is on sick leave are not deducted from accrued leave.
8. Employees will report an intended absence to their supervisor prior to the beginning of their scheduled workday or following normal agency call-in procedures.
9. Administrators are responsible for approving or denying sick leave requests and may require medical clarification of illness. Employees using five or more consecutive days of sick leave will be required to provide a note from a health care provider documenting the medical need for the absence.
10. Employees who use little or no accrued sick leave during the calendar year will automatically have a portion of the unused sick leave converted to vacation in January of each year according to the following formula:
    a. Accrued Credit - (minus) Used Credit - (minus) 64 Hours = Converted Credit
        i. Employees may waive conversion of sick leave by submitting a written request to the Human Resources Division no later than December 15 of each year.
11. Sick leave is not accrued when an employee is on leave without pay.
12. When an employee transfers from one Agency to another, accrued sick leave will be transferred to the new Agency.
13. Employees terminating County employment, for reasons other than retirement, will not be compensated for unused sick leave accumulated prior to the termination date.
14. An employee may not donate sick leave to another employee.
15. Agencies may not require a minimum balance of accrued sick leave.

K. Vacation and Personal Preference Day

1. Employees in statuses 02 regular, 03 probationary, 04 provisional, 08 permanent part-time and 12 time limited appointed will accrue vacation according to the following schedule:

YEARS OF SERVICE	ACCRUAL
0 to 2+	Full-time: 12 days (96 hours) Part-time: Hours paid x .046154
3 to 5+	Full-time: 15 days (120 hours) Part-time: Hours paid x .057692
6 to 10+	Full-time: 18 days (144 hours) Part-time: Hours paid x .069231
11 to 15+	Full-time: 21 days (168 hours) Part-time: Hours paid x .080769
16+	Full-time: 24 days (192 hours) Part-time: Hours paid x .092308

2. A Multiple Jobs Employee accrues vacation leave based upon the hours worked in the Primary Position and not the hours worked in a Subordinate Position or for a Subordinate Agency.
3. For purposes of leave accrual, Human Resources shall establish an employee's service date based upon prior relevant experience and any service in a comparable public merit system.
4. Vacation and the personal preference day may be used after the employee has completed one month of employment.
5. Vacation may be used in increments of one quarter hour or more.

6. Personal Preference Day
    a. Employees eligible to accrue and use vacation are eligible to use a personal preference day based on FTE.
        i. Employees may take the Personal Preference Day at their discretion with supervisor approval.
        ii. The Personal Preference Day may not be taken in increments (i.e., a .75 FTE may take one 6-hour Preference Day, not two 3-hour Preference Days).
    b. Preference days are not cumulative and will be forfeited if not used within the calendar year.
7. Employees must request approval to use accrued vacation from their supervisor prior to scheduling.
8. Administrators will encourage employees to use accrued vacation and to arrange work schedules so that employees may take vacations at times convenient for them as well as for the County.
9. Holidays occurring while an employee is on vacation are not deducted from accrued vacation.
10. Employees are not allowed to use vacation for any period of time not currently documented in the payroll system.
11. No more than 40 days (320 hours) of unused accrued vacation will be carried from one year to the succeeding year (use or lose).
12. Vacation is not accrued when an employee is in leave without pay status.
~~13. An employee may not receive cash payment of vacation accruals until separation from employment.~~
~~14.~~13. Vacation accrued at the time an employee terminates will be paid in accordance with HR Policies 2-800 Resignation and Exit Interviews; 4-300 Insurance and Retirement Programs; and 4-900 Retirement Policy.
~~15.~~14. Agencies may not require a minimum balance of accrued vacation leave.

L. Parental Leave
1. Eligibility - To qualify for parental leave a Benefits Eligible employee must meet all of the following conditions at the time of the birth or adoption:
    a. The employee must have worked for ~~Salt Lake County for~~ 12 months or 52 weeks (2080 hours) with no break in employment;
    b. The employee must have worked at least 1,250 hours during the 12-month period immediately prior to the requested leave date (paid leave time does not count toward this requirement); and
    c. The employee must be taking the leave for:
        i. the birth of a child and to care for that child; or
        ii. the placement of a child for adoption and to care for the newly placed child.
2. Employees that are eligible for parental leave are entitled to receive six weeks (240 hours) of consecutive paid leave.
    a. The eligible birth mother or parent giving birth is entitled to an additional six weeks (240 hours) of consecutive paid leave immediately after the birth to recover from the physical and medical effects of pregnancy and childbirth.
    b. Employees may accrue holiday leave for holidays that occur during parental leave.
    c. If an employee on parental leave is required to attend a work-related activity, and records paid time, that does not violate the requirement that the leave be taken consecutively.
3. Employees will report the pending birth or adoption of a child to their supervisor as soon as practicable.

4. Administrators are responsible for approving parental leave requests and shall require documentation verifying the birth or adoption.
5. Parental leave must commence within six months of the birth or adoption of the child.

M. Voluntary Furlough
1. Employees in the following employment statuses are eligible to participate in the voluntary furlough program: 02 regular, 03 probationary, 04 provisional, 08 permanent part-time, 09 part time, 12 time limited appointed and 95 appointed.
2. The Voluntary Furlough Program is available only when authorized for budget-required reasons by the County Council.
3. Employees in the following employment statuses must have a combination of 80 hours of accrued vacation and sick leave before the voluntary furlough is approved and taken: 02 regular, 03 probationary, 04 provisional and 08 permanent part-time.
4. Voluntary furlough leave is approved in the same manner as vacation and sick time.
5. An employee may take no more than 30 voluntary furlough days per calendar year and no more than ten consecutive voluntary furlough days at a time.
6. Voluntary furlough leave is recorded as leave without pay.
7. Employees designated as Fair Labor Standards Act (FLSA) non-exempt may take furlough as a normal scheduled workday or partial day; a partial day is considered to be one-half the employee's normally scheduled workday.
8. Employees designated as FLSA exempt may take furlough in full day increments and do not lose their exempt status except for the workweek in which the furlough occurs.
   a. An FLSA exempt employee will not perform any work-related tasks while on furlough.
   b. An FLSA exempt employee will not work more than 40 total hours including regular hours and furloughed hours during a workweek.
9. Employees cannot use leave time or work extra hours during a work week to cover furlough time.
10. Employees cannot use furlough time as part of an approved leave without pay or for a disciplinary suspension.
11. An employee who elects to include a legal holiday as part of the Voluntary Furlough Program will not be paid for the designated legal holiday(s).
12. Employees approved for furlough receive the same benefits available under this policy, HR Policy 4-300 Insurance and Retirement Programs, and HR Policy 4-900 Retirement Policy at a reduced rate.
13. Voluntary furlough is not considered a break in service requiring a service date adjustment.
14. No overtime costs or the use of temporary employees will be used or incurred as a result of granting a furlough.
15. The Human Resources Division will develop and distribute a form for participating agencies to document the terms of the voluntary furlough program.
16. Employees paid by a funding source other than the County will only be granted furlough time consistent with the terms and conditions of the funding source.

N. Unauthorized Leave
1. Any other absence not covered above and approved by the agency may be designated as unauthorized leave without pay and could result in discipline.

O. Intra-County Transfer
1. A transferred employee keeps all accrued annual and sick leave.
2. A non-exempt transferred employee shall have their accrued compensatory time either cashed out prior to the transfer or transferred with the employee if approved by the receiving agency's discretion.

P. Exhaustion of Leave
   1. An employee who has exhausted all available leave may be subject to an Administrative Separation.

Q. Status Change Pay Out of Leave
   1. An employee shall have the option to be paid out or bank vacation and holiday leave when changing from a status that accrues leave to a status that does not.

References

A. Uniformed Services Employment & Re-employment Rights Act, 38 U.S.C. 43-4301 *et seq.*
B. Utah Code Ann. § 63-13-2 *et seq.*
C. Utah Code Ann. § 39-1-36 *et seq.*
D. Utah Code Ann. § 10-3-1103 *et seq.*
E. Human Resources Policy:
   2. 1-200, General Definitions
   3. 2-100, Employment Status
   4. 3-1200, Administrative Separations
   5. 2-800, Resignation and Exit Interviews
   6. 4-400, Workers' Compensation
   7. 4-600, Family and Medical Leave (FMLA)
   8. 4-800, Service Awards
   9. 5-100, Pay and Employment Practices

APPROVED and ADOPTED this ____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By _____
Aimee Winder Newton, Chair

ATTEST:

_____
Sherrie Swensen, County Clerk

Voting:

Council Member Alvord	_____
Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Granato	_____
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Council Member Theodore	_____
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Council Member Winder Newton	_____

Salt Lake County Human Resources Policy 4-200: Leave Practices

Purpose

This policy explains the circumstances under which an eligible employee may use the various types of paid and unpaid leave provided by Salt Lake County.

I. Policy

Salt Lake County provides various types of paid and unpaid leave for an employee's absence from work for personal and professional reasons. Documentation supporting a request may be required at any time (i.e. military orders; funeral program for funeral leave). Leave under the Family and Medical Leave Act (FMLA), Americans with Disabilities Act as Amended (ADAA), Worker's Compensation and Long Term Disability are covered under separate policies.

II. Procedures

A. Administrative Leave
   1. Administrative leave may be paid or unpaid.
   2. An employee may be placed on administrative leave for an investigation or other organizational needs.
      a. An employee will be placed on administrative leave for the minimum time necessary to complete the investigation or satisfy organizational needs.
   3. An employee may receive a bonus award in the form of paid administrative leave.
      a. The total amount of all bonus awards of paid administrative leave may not exceed five working days in aggregate over a calendar year.
      b. A bonus award in the form of paid administrative leave must be used within a year of the date granted.
   4. A department director or elected official may grant an award of up to eighty (80) hours of paid administrative leave as a recruitment incentive to a new county employee or a current county employee who does not accrue leave in the former position. The recruitment incentive must be used within a year of the start date.

B. Compensatory time will be granted in accordance with HR Policy 5-300, Payroll.

C. Funeral Leave
   1. Employees in the following employment statuses are eligible for a paid funeral leave: 02 regular, 03 probationary, 04 provisional, 08 permanent part-time with benefits and 12 time limited appointed.
      a. At the discretion of the administrator, funeral leave may be granted to make funeral arrangements, settle family affairs, attend the funeral or memorial service and for bereavement.
   2. The amount of funeral leave granted is at the discretion of the administrator based upon the employee's individual circumstances and the needs of the agency. The maximum time off for funeral leave is as follows:
      a. Up to 40 work hours for immediate family which includes spouse, adult designee, child, ward, dependent child of an adult designee, parent, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law and step-relatives of the same order.
      b. Up to 24 work hours that may be extended to 40 work hours for other family members who include uncle, aunt, nephew, niece, brother-in-law, sister-in-law, son-in–law and daughter-in-law.

c. Up to ten hours per calendar year for other relatives and friends Hours not used in the calendar year will not to be carried forward to the next year.
d. If additional time off is needed, an employee may request to use vacation, compensatory time or leave without pay.
e. In the event of a family member's death while an employee is on vacation, the employee's time off may be extended by the amount of funeral leave permitted by this policy if approved by the administrator.

D. Miscarriage and Still Birth Bereavement
1. In accordance with Utah Code Ann. § 10-3-1103, any employee may take up to three workdays of paid bereavement leave in the following circumstances:
   a. Following the end of the employee's pregnancy by way of a miscarriage or stillbirth; or
   b. Following the end of another individual's pregnancy by way of a miscarriage or stillbirth, if:
      i. The employee is the individual's spouse or partner; or
      ii. the employee is the individual's former spouse or partner; and the employee would have been a biological parent of a child born as a result of the pregnancy; or
   c. The employee provides documentation to show that the individual intended for the employee to be an adoptive parent, as that term is defined in Utah Code Ann. § 78B-6-103, of a child born as a result of the pregnancy; or
   d. Under a valid gestational agreement in accordance with Utah Code Ann. § 78B-15-8, the employee would have been a parent of a child born as a result of the pregnancy.
2. For Benefits Eligible employees, this bereavement leave following a miscarriage or stillbirth runs concurrently with, and is not separate from, Funeral Leave.

E. Holiday Leave
1. Employees in the following employment statuses are eligible for paid leave on holidays: 02 regular, 03 probationary, 04 provisional and 12 time limited appointed.
2. Employees in the following employment statuses are eligible for pro-rated paid leave on holidays based on the number of hours the employee is normally scheduled to work weekly (i.e. 20 hours per week = 4 hours paid leave; 30 hours per week = 6 hours paid leave): 04 provisional, and 08 permanent part-time with benefits.
3. A benefits eligible employee who works an alternative schedule is eligible for holiday pay based on the FTE held.
4. Employees in 05 temporary status are not eligible for paid leave on holidays.
5. To be eligible for holiday pay, an employee must be in an eligible pay status the lastscheduled work day before the holiday is observed.
6. The following days are defined as legal holidays when most County government offices are closed:

a. The 1st day of January	New Year's Day
b. The 3rd Monday of January	Martin Luther King Day
c. The 3rd Monday of February-	President's Day
d. The last Monday in May	Memorial Day
e. The 19th Day of June	Juneteenth Independence Day
f. The 4th day of July	Independence Day
g. The 24th day of July	Pioneer Day
h. The 1st Monday of September	Labor Day
i. The 11th day of November	Veterans Day
j. The 4th Thursday of November	Thanksgiving Day
k. The 4th Friday of November	Day after Thanksgiving
l. The 25th day of December	Christmas Day

7. A holiday that falls on a Sunday will be observed on the following Monday. A holiday that falls on a Saturday will be observed on the preceding Friday.
    a. The Juneteenth Holiday will be observed as follows:
        i. If June 19 falls on any day Tuesday-Friday, it will be observed the preceding Monday.
        ii. If June 19 falls on Saturday or Sunday, it will be observed the following Monday.
8. Employees required to work on holidays are paid in accordance with HR Policy 5-100 Pay Practices.
9. As holidays occur, the eligible employee will receive either a cash payment based on the FTE held or leave added to their holiday bank based on the FTE held. An employee may not use other paid leave in order to bank a holiday.
10. When employees record holiday on their timecard, the hours will be deducted from the holiday bank.
11. Holiday leave will be audited annually at the conclusion of each employee's last full work cycle in July. Holiday leave exceeding 24 hours will be forfeited on August 1 of each year.
12. Hours remaining in the holiday bank will be cashed out upon separation.

F. Holiday Leave – Sheriff's Office Sworn Employees
1. Employees in the following employment statuses are eligible for 96 hours of holiday leave per calendar year: 02 regular and 03 probationary. The 96 hours of holiday leave is in lieu ofthe holidays listed in 4-200-II-D-6.
2. The 96 hours of holiday leave will be divided equally between the 12 calendar months of the year. Employees are eligible to use eight hours of holiday leave at the beginning of each month.
3. Employees who take 80 hours or more of leave without pay (LWOP) in one month will not be awarded holiday leave for the following month.
4. Holiday hours will be prorated based on the number of months worked by an employee entering the Peace Officer's Merit Commission (POMC) system during the calendar year.
5. Employees entering the POMC system from the Career Service system will be awarded unused hours in the former position for the calendar year.
6. Employees who work on holidays will be paid at straight time unless the requirements for overtime are met.
7. Supervisors should allow for the scheduling of eight holiday hours off per month. Due to the difficulty in maintaining shift schedules for 24 hour coverage, holiday leave may be scheduled by the Sheriff's Office Divisions.
8. Holiday leave will be audited annually at the conclusion of each employee's last full work cycle in July. Holiday leave exceeding 24 hours will be forfeited on August 1 of each year.

G. Jury and Witness Leave
1. Employees in the following employment statuses are eligible for a paid leave of absence for jury or witness duty in response to a subpoena or directive by the Federal Government, State of Utah or its political subdivisions: 02 regular, 03 probationary, 04 provisional, 08 permanent part-time, 09 part-time and 12 time limited appointed.
    a. Sheriff's Office sworn employees in employment status 02 regular.
2. Jury duty is an approved absence.
    a. An employee will be granted paid time off for jury duty.
    b. Scheduled work time may be spent traveling to and from jury duty.
    c. An employee may keep income received from jury duty.
3. Witness duty may be an approved absence if related to employment.
    a. Traveling to and from employment-related witness duty.
    b. An employee may keep income received from witness duty.

4. An employee subpoenaed for private litigation or by a party other than the Federal Government, State of Utah or its political subdivisions, to testify as an individual and not in a work-related official capacity, may request to use vacation or leave without pay.

H. Leave Without Pay (Excluding Long Term Disability Applicants, Workers Compensation, Military Leave and Family and Medical Leave (FMLA)
   1. Employees in the following employment statuses may submit a written request for an unpaid leave of absence not to exceed 180 consecutive days in a 12 month period to the employee's supervisor: 02 regular, 08 permanent part-time, 09 part-time, and 12 timelimited appointed.
   2. The supervisor will submit a recommendation for approval of a request for leave without pay of more than 2 calendar days to their department director or elected official.
   3. An employee on leave without pay for more than a cumulative 30 calendar days does not accumulate retirement benefits and contributions to the employee's state Retirement Fund will not be made during the period of leave.
   4. An employee on leave without pay does not accrue sick or vacation leave.
   5. Insurance benefits for leave without pay of 30 or more consecutive days will be handled in accordance with HR Policy 4-300 Insurance and Retirement Programs and HR Policy 4-900 Retirement Policy.
   6. An employee returning from leave without pay status will be reinstated in accordance with HR Policy 2-700 Employment Practices.

I. Military Leave
   1. Employees in the following employment statuses are eligible for a paid leave of absence for military duty: 02 regular, 03 probationary, 04 provisional, 08 permanent part-time and 12 time limited appointed.
   2. The employee may be granted up to a maximum of 15 working days (120 hours) per calendar year.
   3. If additional time off is required, the employee may use vacation or leave without pay.
   4. A copy of the military orders supporting the leave request will be submitted to the employee's Administrator before beginning leave. The agency will forward a copy of the military orders to the Human Resources Division for placement in the employee's official personnel file.
   5. Employees activated for military duty under the Uniformed Services Employment and Re-Employment Rights Act (USERRA) may be absent from employment for the period required by the official orders and as prescribed in the Act.
   6. An employee returning from active duty will be reinstated in accordance with Uniformed Services Employment and Re-Employment Rights Act (USERRA) and HR Policy 4-300 Insurance and Retirement Programs and HR Policy 4-900 Retirement Policy.

J. Sick Leave
   1. Employees in employment statuses 02 regular, 03 probationary, 04 provisional, 08 permanent part-time and 12 time limited appointed will accumulate sick leave according to the following formula:
      a. Accrual = regular hours worked x (times) .04615
      b. A Multiple Jobs Employee accrues sick leave based upon the hours worked in the Primary Position and not the hours worked in a Subordinate Position or the hours worked for a Subordinate Agency.
   2. There is no limit on the amount of sick leave that may be accrued and carried forward to succeeding years.
   3. Sick leave may be used for an employee's absence from work due to illness, injury, medical appointments and to care for an ill or injured immediate family member.
   4. Sick leave may be used after the employee has completed one month of employment.

5. Sick leave may be used in increments of one quarter hour or more.
6. Employees are not allowed to use sick leave for any period of time beyond or in advance of time already accrued.
7. Holidays occurring while an employee is on sick leave are not deducted from accrued leave.
8. Employees will report an intended absence to their supervisor prior to the beginning of their scheduled workday or following normal agency call-in procedures.
9. Administrators are responsible for approving or denying sick leave requests and may require medical clarification of illness. Employees using five or more consecutive days of sick leave will be required to provide a note from a health care provider documenting the medical need for the absence.
10. Employees who use little or no accrued sick leave during the calendar year will automatically have a portion of the unused sick leave converted to vacation in January of each year according to the following formula:
    a. Accrued Credit - (minus) Used Credit - (minus) 64 Hours = Converted Credit
        i. Employees may waive conversion of sick leave by submitting a written request to the Human Resources Division no later than December 15 of each year.
11. Sick leave is not accrued when an employee is on leave without pay.
12. When an employee transfers from one Agency to another, accrued sick leave will be transferred to the new Agency.
13. Employees terminating County employment, for reasons other than retirement, will not be compensated for unused sick leave accumulated prior to the termination date.
14. An employee may not donate sick leave to another employee.
15. Agencies may not require a minimum balance of accrued sick leave.

K. Vacation and Personal Preference Day

1. Employees in statuses 02 regular, 03 probationary, 04 provisional, 08 permanent part-time and 12 time limited appointed will accrue vacation according to the following schedule:

YEARS OF SERVICE	ACCRUAL
0 to 2+	Full-time: 12 days (96 hours) Part-time: Hours paid x .046154
3 to 5+	Full-time: 15 days (120 hours) Part-time: Hours paid x .057692
6 to 10+	Full-time: 18 days (144 hours) Part-time: Hours paid x .069231
11 to 15+	Full-time: 21 days (168 hours) Part-time: Hours paid x .080769
16+	Full-time: 24 days (192 hours) Part-time: Hours paid x .092308

2. A Multiple Jobs Employee accrues vacation leave based upon the hours worked in the Primary Position and not the hours worked in a Subordinate Position or for a Subordinate Agency.
3. For purposes of leave accrual, Human Resources shall establish an employee's service date based upon prior relevant experience and any service in a comparable public merit system.
4. Vacation and the personal preference day may be used after the employee has completed one month of employment.
5. Vacation may be used in increments of one quarter hour or more.

6. Personal Preference Day
    a. Employees eligible to accrue and use vacation are eligible to use a personal preference day based on FTE.
        i. Employees may take the Personal Preference Day at their discretion with supervisor approval.
        ii. The Personal Preference Day may not be taken in increments (i.e., a .75 FTE may take one 6-hour Preference Day, not two 3-hour Preference Days).
    b. Preference days are not cumulative and will be forfeited if not used within the calendar year.
7. Employees must request approval to use accrued vacation from their supervisor prior to scheduling.
8. Administrators will encourage employees to use accrued vacation and to arrange work schedules so that employees may take vacations at times convenient for them as well as for the County.
9. Holidays occurring while an employee is on vacation are not deducted from accrued vacation.
10. Employees are not allowed to use vacation for any period of time not currently documented in the payroll system.
11. No more than 40 days (320 hours) of unused accrued vacation will be carried from one year to the succeeding year (use or lose).
12. Vacation is not accrued when an employee is in leave without pay status.
13. Vacation accrued at the time an employee terminates will be paid in accordance with HR Policies 2-800 Resignation and Exit Interviews; 4-300 Insurance and Retirement Programs; and 4-900 Retirement Policy.
14. Agencies may not require a minimum balance of accrued vacation leave.

L. Parental Leave
1. Eligibility - To qualify for parental leave a Benefits Eligible employee must meet all of the following conditions at the time of the birth or adoption:
    a. The employee must have worked for y 12 months or 52 weeks (2080 hours) with no break in employment;
    b. The employee must have worked at least 1,250 hours during the 12-month period immediately prior to the requested leave date (paid leave time does not count toward this requirement); and
    c. The employee must be taking the leave for:
        i. the birth of a child and to care for that child; or
        ii. the placement of a child for adoption and to care for the newly placed child.
2. Employees that are eligible for parental leave are entitled to receive six weeks (240 hours) of consecutive paid leave.
    a. The eligible birth mother or parent giving birth is entitled to an additional six weeks (240 hours) of consecutive paid leave immediately after the birth to recover from the physical and medical effects of pregnancy and childbirth.
    b. Employees may accrue holiday leave for holidays that occur during parental leave.
    c. If an employee on parental leave is required to attend a work-related activity, and records paid time, that does not violate the requirement that the leave be taken consecutively.
3. Employees will report the pending birth or adoption of a child to their supervisor as soon as practicable.

4. Administrators are responsible for approving parental leave requests and shall require documentation verifying the birth or adoption.
5. Parental leave must commence within six months of the birth or adoption of the child.

M. Voluntary Furlough
   1. Employees in the following employment statuses are eligible to participate in the voluntary furlough program: 02 regular, 03 probationary, 04 provisional, 08 permanent part-time, 09 part time, 12 time limited appointed and 95 appointed.
   2. The Voluntary Furlough Program is available only when authorized for budget-required reasons by the County Council.
   3. Employees in the following employment statuses must have a combination of 80 hours of accrued vacation and sick leave before the voluntary furlough is approved and taken: 02 regular, 03 probationary, 04 provisional and 08 permanent part-time.
   4. Voluntary furlough leave is approved in the same manner as vacation and sick time.
   5. An employee may take no more than 30 voluntary furlough days per calendar year and no more than ten consecutive voluntary furlough days at a time.
   6. Voluntary furlough leave is recorded as leave without pay.
   7. Employees designated as Fair Labor Standards Act (FLSA) non-exempt may take furlough as a normal scheduled workday or partial day; a partial day is considered to be one-half the employee's normally scheduled workday.
   8. Employees designated as FLSA exempt may take furlough in full day increments and do not lose their exempt status except for the workweek in which the furlough occurs.
      a. An FLSA exempt employee will not perform any work-related tasks while on furlough.
      b. An FLSA exempt employee will not work more than 40 total hours including regular hours and furloughed hours during a workweek.
   9. Employees cannot use leave time or work extra hours during a work week to cover furlough time.
   10. Employees cannot use furlough time as part of an approved leave without pay or for a disciplinary suspension.
   11. An employee who elects to include a legal holiday as part of the Voluntary Furlough Program will not be paid for the designated legal holiday(s).
   12. Employees approved for furlough receive the same benefits available under this policy, HR Policy 4-300 Insurance and Retirement Programs, and HR Policy 4-900 Retirement Policy at a reduced rate.
   13. Voluntary furlough is not considered a break in service requiring a service date adjustment.
   14. No overtime costs or the use of temporary employees will be used or incurred as a result of granting a furlough.
   15. The Human Resources Division will develop and distribute a form for participating agencies to document the terms of the voluntary furlough program.
   16. Employees paid by a funding source other than the County will only be granted furlough time consistent with the terms and conditions of the funding source.

N. Unauthorized Leave
   1. Any other absence not covered above and approved by the agency may be designated as unauthorized leave without pay and could result in discipline.

O. Intra-County Transfer
   1. A transferred employee keeps all accrued annual and sick leave.
   2. A non-exempt transferred employee shall have their accrued compensatory time either cashed out prior to the transfer or transferred with the employee if approved by the receiving agency's discretion.

P. Exhaustion of Leave
   1. An employee who has exhausted all available leave may be subject to an Administrative Separation.

Q. Status Change Pay Out of Leave
   1. An employee shall have the option to be paid out or bank vacation and holiday leave when changing from a status that accrues leave to a status that does not.

References

A. Uniformed Services Employment & Re-employment Rights Act, 38 U.S.C. 43-4301 *et seq.*
B. Utah Code Ann. § 63-13-2 *et seq.*
C. Utah Code Ann. § 39-1-36 *et seq.*
D. Utah Code Ann. § 10-3-1103 *et seq.*
E. Human Resources Policy:
   2. 1-200, General Definitions
   3. 2-100, Employment Status
   4. 3-1200, Administrative Separations
   5. 2-800, Resignation and Exit Interviews
   6. 4-400, Workers' Compensation
   7. 4-600, Family and Medical Leave (FMLA)
   8. 4-800, Service Awards
   9. 5-100, Pay and Employment Practices

APPROVED and ADOPTED this ____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By _____
Aimee Winder Newton, Chair

ATTEST:

_____
Sherrie Swensen, County Clerk

Voting:

Council Member Alvord	_____
Council Member Bradley	_____
Council Member Bradshaw	_____
Council Member Granato	_____
Council Member Harrison	_____
Council Member Theodore	_____
Council Member Stewart	_____
Council Member Stringham	_____
Council Member Winder Newton	_____

Agenda Item

File #: 23-1163

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
First Reading of An Ordinance of the Legislative Body Of Salt Lake County, Utah, Amending Section 2.07.201 of the Salt Lake County Code Of Ordinances, 2001, Entitled "Conflict Of Interest," and Enacting Section 2.07.210 of the Salt Lake County Code Of Ordinances, 2001, Entitled "Representation of Salt Lake County's Interests Before Non-County Entities"

Requested Agenda Item Description: Requested Agenda Item Description: This proposed amendment addresses two primary matters: 1. lobbyists disclosures in the event they are engaged by another lobbyist or lobbying firm. 2. It clarifies that an individual elected official/office may advocate for their own positions on legislation, while prohibiting an official/office from asserting a county position that is contrary to the county's position or when the county has not taken a position.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Councilman Stewart. Second by Councilman Bradley.

Time Needed: 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Kim Coleman, Senior Policy Advisor.

Are Supporting Documents Needed for this Agenda Item Request? Yes

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SALT LAKE COUNTY ORDINANCE

ORDINANCE NO._____ _____, 2023

COUNTY ETHICS CODE AMENDMENTS

AN ORDINANCE OF THE LEGISLATIVE BODY OF SALT LAKE COUNTY, UTAH, AMENDING SECTION 2.07.201 OF THE SALT LAKE COUNTY CODE OF ORDINANCES, 2001, ENTITLED "CONFLICT OF INTEREST," AND ENACTING SECTION 2.07.210 OF THE SALT LAKE COUNTY CODE OF ORDINANCES, 2001, ENTITLED "REPRESENTATION OF SALT LAKE COUNTY'S INTERESTS BEFORE NON-COUNTY ENTITIES"

The County Legislative Body of Salt Lake County ordains as follows:

SECTION I. The amendments made herein are designated by underlining the new substituted words. Words being deleted are designated by brackets and strike-through.

SECTION II. Section 2.07.201, of the Salt Lake County Code of Ordinances, 2001 is hereby amended to read as follows:

2.07.201 – Conflict of interest.

A. For the purposes of this section only, the following definitions control:

1. "Compensation" or "compensated" means anything of economic value, however designated, which is paid, loaned, granted, given, donated, or transferred to any person or business entity for or in consideration of personal services, materials, property, or any other thing whatsoever.

2. "Employee" means a person who is employed <u>by the county</u> on a full-time, part-time, or contract basis [~~by the county as a merit or merit exempt employee. Employee shall~~]<u>,</u> includ[~~e~~]<u>ing</u> elected and appointed officers of the county.

3. "Financial interest" means, but may not be limited to, [~~any employment by or~~] compensation[~~ed~~] as an employee, representative[~~on~~], or as an agent of any individual, corporation, business entity, organization, or committee. A financial interest also includes any beneficial ownership of one percent or more of a corporation or other business entity.

4. "Governmental action" means any official action on the part of the county, including, but not limited to:

   a. Any decision, determination, finding, ruling, or order, including [~~or~~] discussions thereof;

   b. Any grant, payment, award, license, contract, subcontract, transaction, decision, sanction, or approval, including [~~or~~] the denial thereof, or the failure to act in respect thereto; or

   c. Any legislative, administrative, appointive, or discretionary act of any public servant or volunteer public servant.

5. "Representative" means any authorized agent of the county. Representative shall include any appointed person, other than an employee, serving on a special, regular, or full-time committee, commission, authority, agency, or county board [~~of the county~~], who is not paid a salary nor [~~an~~] hourly wage by the county for their [~~his or her~~] services thereon.

6. "Restricted conflict of interest" means any financial interest held by an [~~the~~] employee or county representative [~~of the county~~], or by a member[~~s~~] of an employee's or

representative's household, or those providing regular financial support to an [~~the~~] employee or representative.

7. "Unrestricted conflict" or "unrestricted conflict of interest" means any [~~and all~~] other interest[~~s~~] including political, familial[~~y~~], fraternal, social, [~~and other interests~~] or association[~~s~~] which [~~may~~] reasonably may create the appearance or the actuality of a conflict of interest between an employee's or representative's outside interest and their [~~his or her~~] county responsibilities. "Unrestricted conflict" or "unrestricted conflict of interest" also means other conflicts as defined by state statute, and any campaign contribution made to an [~~the~~] officer, employee, or representative, or to any member of their [~~his or her~~] household, of more than five hundred dollars during the prior calendar year.

B. General prohibitions.

1. County employees are governed by the County Officers and Employees Disclosure Act [~~(UCA § 17-16a-1 et seq.)~~] regarding outside interests and conflicts that are prohibited or that require disclosure.

2. Employees and representatives are prohibited from using non-public information in a manner that could provide themselves or another with a gain or benefit.

3. Employees and representatives shall not use or attempt to use their position in a manner that could secure special privileges or exemptions for themselves or others.

4. Employees and representatives are prohibited from engaging in any outside activity, employment, or financial investment which constitutes a restricted conflict of interest

where such conflict could impair their judgment regarding the faithful performance of county responsibilities.

C. Restricted conflicts of interest.

1. Employees and representatives are required to fully and publicly disclose any restricted conflict of interest and to [~~shall~~] recuse themselves from, and have no involvement in, any governmental action in which they have a restricted conflict of interest.

2. [~~If a~~]An employee or representative who initially may [~~is~~] be not aware of a [~~the~~] financial interest, they [~~he or she~~] must disclose the financial interest and recuse as soon as they [~~he or she~~] learns of the same [~~financial interest~~].

3. Any action, vote, contract, or other governmental action which has been undertaken by an officer, employee, or representative who has a restricted conflict of interest shall be terminable by the body that took the action, or by the county officer with authority to void or terminate the action. That body or county officer may also ratify any prior governmental action that was taken in violation of this section.

D. Unrestricted conflicts of interest.

1. Employees and representatives must publicly disclose any and all unrestricted conflicts of interest at any meeting, hearing, or deliberation where the employee or representative is present and the unrestricted conflict of interest could impair the judgment of the employee or representative.

2. Employees or representatives who have unrestricted conflicts are not required to recuse themselves but may do so.

E. Disclosure.

1. Employees and representatives are required to comply with all legal requirements setting a responsibility to disclose restricted and unrestricted conflicts of interests between their public duties and private activities. In particular, county employees are bound by the requirements of the County Officers and Employees Ethics Act [~~(UCA § 17-16 a-1 et seq.)~~].

2. Oral or written disclosures must be made in accordance with state statute, other sources of the law, and this section.

3. Employees are required to file written disclosures in accordance with the provisions of state statute and county ordinance. All written disclosures must be kept current and are filed both with the officer or employee's immediate chain of command and with the county council.

F. Contractual representatives.

1. Individuals and business entities who contract to represent the county's interests shall disclose to the county the names of all other clients they or any of their business partners, employees, or contractors represent, and any [~~those clients' respective~~] issue[~~s~~] or [~~and~~] interest[~~s~~] of those clients that are relevant to the county's interests. Disclosure is also required for issues or interests stemming from subcontracts and other work performed on behalf of other individuals or business entities engaged in lobbying when the issues and interests are the same or substantially the same as the issues covered by the county representation. All contracts between such [~~The terms of the~~] individuals or business entities and[~~y's contract with~~] the county must include a term that [~~shall~~] requires certain [~~that such~~] disclosures be made [~~are~~] in writing and [~~made~~] as [~~a~~] part of the contract selection process [~~for the contract~~], and again annually at least

two weeks prior to the start of the general session of the Utah Legislature. Unless [~~they receive~~] written permission is given by [~~from~~] the county mayor and council, such individuals or business entities are prohibited from representing other clients regarding [~~about~~] the same or substantially same issues and interests as covered by the county representation. Such individuals or business entities shall also have a continuing obligation to inform the county mayor and council of any new clients or subcontracts, issues, interests, or potential conflicts of interests that are relevant to the county's interest as they are discovered or may arise.

2. Individuals and business entities who contract to represent the county's interests by lobbying the State Legislature or any other municipal, state or federal office or agency are prohibited from [~~engaging in any~~] lobbying [~~of~~] county officers, employees, agencies or offices, as defined in Section 2.73.010 of this title.

SECTION III. Section 2.07.210, of the Salt Lake County Code of Ordinances, 2001 is hereby enacted to read as follows:

2.07.210 – Representation of Salt Lake County's interests before non-county entities.

A. When acting consistent with its role as the legislative and policymaking body for the county, the council may formally establish or endorse official positions of the county on matters of federal and state policy or legislation. Such official positions shall be established by vote of the council in a public meeting.

B. When acting in their roles as county elected officials and employees, including when acting as an individual member of the council, elected officials, employees, and individual councilmembers may express positions on matters of federal and state policy or legislation consistent with their official duties or personal prerogatives, but should communicate that their

individual positions does not represent an official position of the county when it differs from the position established by vote of the council or when a position has not been officially established by vote of the council.

C. While serving on non-county committees, boards, commissions, task forces, and associations to which they have been appointed by the county, county elected officials and employees, including individual councilmembers, should communicate that their individual positions do not represent an official position of the county when it differs from the position established by vote of the council or when a position has not been officially established by vote of the council.

D. Nothing contained in this section should be construed to modify the provisions of section 2.07.401 concerning the political activities of county employees, or to limit the constitutional rights of county elected officials and employees to voluntarily engage in political activities.

SECTION IV. This ordinance shall become effective fifteen (15) days after its passage and upon at least one publication in a newspaper published and having general circulation in Salt Lake County.

APPROVED and ADOPTED this _____ day of _____, 2023.

SIGNATURES ON FOLLOWING PAGE

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

_____
Lannie Chapman
Salt Lake County Clerk

REVIEWED AS TO FORM

Bridget K. Romano
_____
Deputy District Attorney Date

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

Vetoed and dated this ___ day of _____, 2023.

By: _____
Jennifer Wilson, Mayor

(Complete as Applicable)

Veto override: Yes ____ No ____ Date _____

Ordinance published in the newspaper: Date _____

Effective date of ordinance: _____

SUMMARY OF

SALT LAKE COUNTY ORDINANCE NO. _____

On the ____ day of _____, 2023, the County Council of Salt Lake County adopted Ordinance No. _____, amending section 2.07.201 and enacting section 2.07.210 of the Salt Lake County Code of Ordinances, 2001, to provide for and update certain requirements in Salt Lake County's Code of Ethics.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

_____
Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

A complete copy of the ordinance is available in the office of the Salt Lake County Clerk, 2001 South State Street, N2-100A, Salt Lake City, Utah.

Agenda Item

File #: 23-1168

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
A Resolution of the Salt Lake County Council Authorizing the Use of Salt Lake County Resources for the Salt Lake County Foundation

Requested Agenda Item Description: The Salt Lake County Foundation has forwarded a resolution of their managing members indicating the Foundation's desire to be known as a governmental nonprofit of Salt Lake County pursuant to Utah Code § 11-13a-101 et seq.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Andrew Roberts, Chief of Staff, Mayor Administration.

Time Needed: 10 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Brad Townley.

Are Supporting Documents Needed for this Agenda Item Request? Yes

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
SALT LAKE COUNTY FOUNDATION

December ____, 2023

In accordance with the Utah Code and the Articles of Incorporation and Bylaws of Salt Lake County Foundation (the "Corporation"), the undersigned, as the current sole directors of the Corporation, hereby take the following actions and adopt the following resolutions by written consent without a meeting, to be effective as of the date set forth above (the "Effective Date"):

WHEREAS, the Corporation was formed as a Utah nonprofit corporation under Utah Code § 16-6a-101 et seq. and has been recognized as a charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Company desires to be known as a governmental nonprofit corporation pursuant to Utah Code § 11-13a-101 et seq.; and

WHEREAS, the sole directors are adopting these resolutions as set forth herein.

RESOLVED, that the Corporation hereby shall be considered a governmental nonprofit corporation pursuant to Utah Code § 11-13a-101 et seq.;

RESOLVED, that the Corporation and all officers and directors are authorized and directed to do and cause to be done, from time to time, all things which may be necessary or proper in order to carry out the terms of the foregoing resolution, or to cause the performance by the Corporation of its obligations as a governmental nonprofit corporation pursuant to Utah Code § 11-13a-101 et seq.;

RESOLVED that the resolutions set forth herein are effective as of the Effective Date and all actions taken by the directors or officers of the Corporation in furtherance of or in connection with the foregoing are hereby ratified in all respects.

This Action by Unanimous Written Consent may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the Corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent as of the first date set forth above.

Directors:

_____

Jennifer Wilson, Salt Lake County Mayor

_____

K. Wayne Cushing, Salt Lake County Treasurer

_____

Suzanne Harrison, Salt Lake County Council Member

RESOLUTION NO._____ DATE:_____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL RECOGNIZING THE SALT LAKE COUNTY FOUNDATION AND AUTHORIZING THE USE OF SALT LAKE COUNTY RESOURCES

WHEREAS, the Salt Lake County Foundation (the "Foundation") is a Utah governmental nonprofit corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Utah Code § 11-13a-101 et seq.;

WHEREAS, pursuant to Utah Code § 17-50-303(3)(a): "A county may appropriate money to or provide nonmonetary assistance to a nonprofit entity, or waive fees required to be paid by a nonprofit entity, if, in the judgment of the county legislative body, the assistance contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of county residents";

WHEREAS, pursuant to Utah Code § 17-50-303(3)(b): "A county may appropriate money to a nonprofit entity from the county's own funds or from funds the county receives from the state or any other source";

WHEREAS, the Foundation is wholly controlled by Salt Lake County to benefit and contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of residents of Salt Lake County by supporting projects and programs of Salt Lake County government and thus, Salt Lake County's assistance to the Foundation will do the same;

WHEREAS, Salt Lake County desires to provide non-monetary assistance to and waive any required fees by the Foundation, including, without limitation, allowing staff and other employees of Salt Lake County to work and spend time on the Foundation, during their employment at Salt Lake County and to use Salt Lake County facilities, equipment and supplies;

NOW THEREFORE, be it resolved by the Salt Lake County Council, that the Council recognizes the Foundation as a Salt Lake County governmental nonprofit corporation and authorizes Salt Lake County to provide non-monetary assistance to and waive required fees by the Foundation.

APPROVED and ADOPTED this _____day of _____2023.

SIGNATURES ON FOLLOWING PAGE

SALT LAKE COUNTY COUNCIL

Aimee Winder Newton, Chair

ATTEST:

Lannie Chapman
Salt Lake County Clerk

REVIEWED AS TO FORM:

Deputy District Attorney
Name: Melanie F. Mitchell

Council Member Alvord voting _____
Council Member Bradly voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

Agenda Item

File #: 23-1002

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Consideration of a Resolution for Utah Museum of Contemporary Arts to Amend and Restate Resident Lease Agreement

Requested Agenda Item Description: Amended and Restated Resident Lease Agreement with Utah Museum of Contemporary Art

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Matt Castillo, Arts & Culture Division Director. Robin B. Chalhoub, Community Services Department Director.

Time Needed: 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? Yes and I will send the request in writing

Requesting Staff Member: Matt Castillo, Arts & Culture Division Director.

Are Supporting Documents Needed for this Agenda Item Request? Yes

November 27, 2023

Salt Lake County Council Chair Aimee Winder Newton
2001 South State Street, N2-200
Salt Lake City, UT 84114

Dear Council Chair Winder Newton,

Salt Lake County Arts & Culture respectfully requests approval of the attached amended and restated Resident Lease Agreement with the Utah Museum of Contemporary Art (UMOCA) for lease of the Visual Arts Building.

Based on 2022 County Council Legislative Intent from the November 23, 2021, Council Work Session "it is the intent of Council that when the UMOCA lease agreement comes up for renewal, the County renegotiate terms so that the full operations and maintenance cost is incorporated into the contract."

UMOCA's current lease agreement with Arts & Culture runs through 8/31/2024. Lease payments are set at $1,365 per month and increase by 3% once a year in September. These payments cover a portion of operations and maintenance costs of the facility.

Arts & Culture has worked diligently with UMOCA staff to renegotiate lease terms so that UMOCA will be responsible for utilities, cleaning, and maintenance of all interior areas associated with the day-to-day operations of the museum. Arts & Culture will be responsible for regular upkeep and capital maintenance of standard building systems and components consistent with other Arts & Culture and Salt Lake County owned and operated facilities. The revised lease will be on a standard three-year term renewal, similar to other Resident lease agreements, with the ability to extend to a twenty year lease term if County approves and UMOCA completes significant tenant improvements, as outlined in UMOCA's approved 2022 TRCC grant application.

The proposed amended and restated lease has been agreed to and signed by UMOCA and represents fulfillment of County Council Legislative Intent nearly a full year in advance of the current lease expiration.

Arts & Culture believes the amended and restated lease agreement will create consistency and equity with other Salt Lake County Arts & Culture Resident Arts Organizations. Further, this agreement will support the mission and priorities of the Division while fostering the continued benefit to the health and well-being of County residents, consistent with the goals and objectives of the Arts & Culture Resident Arts Organization Program.

Matt Castillo
Division Director
Salt Lake County Arts & Culture

CC: Jenny Wilson, Salt Lake County Mayor
Erin Litvack, Salt Lake County Deputy Mayor and Chief Administrative Officer
Robin Chalhoub, Community Services Department Director

Attachments: Second Amended and Restated Resident Lease Agreement between Salt Lake County Arts & Culture Division and the Utah Museum of Contemporary Art; Resolution of the Salt Lake County Council Approving the Lease Agreement with the Utah Museum of Contemporary Art

SALT LAKE COUNTY
ARTS & CULTURE

JENNIFER WILSON
Mayor

ERIN LITVACK
Deputy Mayor &
Chief Administrative Officer

ROBIN CHALHOUB
Department Director
Community Services

MATTHEW CASTILLO
Division Director
Arts & Culture

50 West 200 South
Salt Lake City, UT 84101

Phone: 385-468-1010
Fax: 385-468-1005
TTY: 7-1-1

County Contract No. CA0000000000557
District Attorney No. 23CIV000488

SECOND AMENDED AND RESTATED RESIDENT LEASE AGREEMENT FOR USE OF SALT LAKE COUNTY'S ARTS & CULTURE FACILITY(s)

THIS LEASE AGREEMENT is made and effective as of the day of, and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, for its Arts & Culture division, hereinafter referred to as "A & C," and the Utah Museum of Contemporary Art, a non-profit Utah corporation, hereinafter referred to as "RESIDENT."

RECITALS

WHEREAS it is intended that these facilities be utilized by Utah artists and cultural organizations to provide quality exhibitions and events to entertain, enlighten and educate citizens and visitors alike. A & C facilities will be available to promote, encourage, and showcase the arts and arts organizations, of which the RESIDENT is agreed herein to be one of those organizations.

WHEREAS the citizens of Salt Lake County support A & C facilities through sales tax revenues, Preservation fees, and attendance at A & C facilities, they are primary beneficiaries of the facilities, and the requirements contained herein should be implemented and applied in accordance with this intent.

WHEREAS the sincere goal of A & C is to maintain a long and permanent relationship with the RESIDENTS, to that end the DIRECTOR and A & C ADVISORY BOARD shall be available to review and discuss issues that may arise and assist the RESIDENT to the fullest extent possible.

WHEREAS status as a RESIDENT is not guaranteed, therefore, both A & C and RESIDENT have a role and a responsibility to assist each other to maintain RESIDENT'S status. The benefits of RESIDENT status are many and greatly assist arts organizations in maintaining financial stability.

WHEREAS it is the sincere desire of A & C and the A & C ADVISORY BOARD to support the RESIDENT in its audience development and community outreach programs. It is expected that RESIDENT will take positive and significant steps to increase and develop its audience, as well as incorporate community outreach programs so the citizens of Salt Lake County may have opportunity to appreciate and participate in cultural enrichment. Viable audience development and community outreach programs may differ widely. In support of its individual missions and goals, the RESIDENT should institute scalable, affordable, and practical programs for audience development and community outreach.

In consideration of the payments, mutual promises, covenants, and conditions hereinafter set forth, the parties hereby agree as follows:

DEFINITIONS

Whenever the following terms are used in this lease, they shall have the following definitions:

A & C ADVISORY BOARD - A volunteer board appointed by Salt Lake County Mayor to advise the DIRECTOR and County Mayor as needed.

A & C ADVISORY BOARD RESIDENT COMMITTEE - A standing committee of the A & C ADVISORY BOARD, which advises DIRECTOR with regard to RESIDENT business issues at A & C Facility(s).

A & C EVENT - Any event other than a RESIDENT EXHIBITION or RESIDENT EVENT which the A & C would or could hold in the FACILITY itself.

CONTRACT YEAR - A 12 month period beginning September 1 and ending August 31 of each year.

DIRECTOR - The A & C of Salt Lake County's Arts & Culture Division or his/her designee.

RESIDENT EXHIBITION/EVENT - RESIDENT'S scheduled usage of FACILITY for presentation of visual art, film, and performances.

FACILITY - The Visual Arts Building, Sculpture Court, sculpture sites, and all grounds as delineated on Exhibit A. This facility is a part of A & C 's Facilities. The above-described property specifically excludes access to the roof of the Visual Arts Building, and is also sometimes referred to as the "PREMISES." Access to roof and other adjacent A & C spaces will be granted on an as-needed basis, approval for which will not be unreasonably withheld. Utilization of adjacent A&C spaces will be subject to standard A&C event procedures and rates, when applicable, at the time of use.

PREMISES – another term for FACILITY as defined herein.

TERM

The term of this Agreement shall be for a period of Twenty (20) years beginning September 1, 2023, through August 31, 2043. The Twenty (20) lease term is contingent on, and as a material inducement to enter into a 20-year lease, UMOCA's completion of interior and exterior building improvements based on final scope as approved and agreed to by Salt Lake County, as described in RESIDENTS TRCC application, attached as Exhibit D; ongoing good standing with all other applicable lease terms; favorable tri-annual Resident review recommendation by the Arts & Culture Advisory Board. Until the above conditions are met, the term of this Agreement shall revert to the lease term as defined in the First Amended and Restated Lease Agreement (CA0000000000557). (For clarity the Term in the First Amended and Restated Lease Agreement

is for a period of Thirty-Six (36) months beginning September 1, 2021- August 31, 2024, and may be renewed thereafter, upon mutual agreement, for an additional two (2) 3-year terms (6 years)).

The Parties acknowledge and agree that all lease rates are subject to review, approval and change at any time by Salt Lake County Mayor and Salt Lake County Council as part of annual County budget process in accordance with sections 3 & 11 of this agreement.

1. GRANT OF LEASE

A & C hereby leases to RESIDENT the FACILITY to be used by RESIDENT exclusively.

Parking stalls on the South side adjacent to the FACILITY are for RESIDENT. RESIDENT is responsible for coordination of any additional parking with the Salt Palace management. With reasonable notice, A & C may seek RESIDENT'S permission to use the parking stalls and such permission shall not unreasonably be withheld.

2. CONTINUATION OF LEASE

A & C may terminate this lease if one or all of the following conditions persist during the initial term of this lease and any renewal (subject to the cure rights set forth below):

A. RESIDENT fails on a continuing basis to satisfy the requirements for RESIDENT status as defined in attached Exhibit B; or

B. RESIDENT fails to comply with its contractual agreements entered into with the A & C, including but not limited to this lease; or

C. RESIDENT fails to comply with A & C `s Standards of Conduct.

D. RESIDENT fails to make any payment hereunder when the same becomes due; or

E. RESIDENT fails to perform any of its material obligations under this lease; or

F. Representation or warranty of RESIDENT contained in this Agreement proves to be untrue or incorrect in any material respect when made.

If A & C determines that RESIDENT has failed to meet any of the above conditions, A & C may terminate the lease (subject to the cure rights set forth below). If A & C terminates this lease, pursuant to this provision, it shall give RESIDENT 60 days written notice of its election to terminate this lease. During the 60-day notice period outlined herein, RESIDENT may cure any default, or the parties may enter into negotiations for a new lease under terms and rates comparable to standard commercial leases in Salt Lake City. If RESIDENT fails to cure any default and the parties fail to reach agreement for a new lease, RESIDENT shall vacate the FACILITY no later than 90- days from the written notice. If RESIDENT cures the applicable default during said 60-day period, this lease shall remain in full force and effect, subject to its terms.

3. MONTHLY PAYMENT FOR RESIDENT'S FACILITY COSTS (UTILITIES, MAINTENANCE, TAXES, AND INSURANCE)

RESIDENT shall manage and staff, at its own expense, the operation of the FACILITY; open the FACILITY to the public; curate art; provide classes and instruction; design, publicize and market exhibits; and provide related services and programs. RESIDENT is responsible for all associated FACILITY costs as outlined in Section 11. RESIDENT acknowledges that certain FACILITY costs may first be paid for directly by A&C and RESIDENT shall reimburse A&C via monthly payment as outlined in this section, including utilities, maintenance performed by Salt Lake County Facilities Management for items under RESIDENT responsibility according to section 11, and certain other reasonable and attributable costs which may at times change based on FACILITY updates, renovations, and other changes in operating practices. RESIDENT agrees to reimburse A&C monthly for these costs in the following manner:

A. Monthly payment for RESIDENT'S FACILITY costs will be determined on a Three (3) year rolling average for the three most recent CONTRACT YEARS.
B. Initial monthly payments will be based on average monthly costs from September 1, 2020, through August 31, 2023.
C. A & C will notify RESIDENT of estimated monthly payment prior to September 1st each year with final confirmed monthly payment communicated no later than two months after the start of each CONTRACT YEAR. Any difference in final confirmed monthly payment and estimated monthly payment already paid will be added or subtracted from the subsequent month's invoice.
D. A&C and RESIDENT acknowledge that the three-year rolling average monthly costs used for determining monthly payment may be adjusted based on anticipated changes to costs paid for by A&C and subsequently reimbursed by RESIDENT. Any adjustments to the three-year rolling average monthly cost must be mutually agreed upon by A&C and RESIDENT in writing and such agreement will not unreasonably be withheld.
E. RESIDENT will be invoiced on the first day of each month in advance for payment due to A & C by the end of each month.
F. RESIDENT acknowledges that certain FACILITY costs for which it is responsible may not be separately identified or metered and will be allocated using a reasonable allocation method that closely matches the costs attributable to RESIDENT'S use of the FACILITY. A&C and RESIDENT may periodically review allocation methods for reasonableness and may mutually agree to update allocation methods to better match RESIDENT'S use of the FACILITY. Agreement to update allocation methods will not be unreasonably withheld.

4. PAYMENT DELINQUENCIES

A. If payment is not received within 30 days from the date of invoice, as set forth in paragraph C below, will be charged a onetime $35.00 late payment fee.
B. If RESIDENT is delinquent on any payment to A & C, A & C shall withhold those amounts from Salt Lake County Zoo, Arts and Parks Fund, as set forth in Section 3.07 of Salt Lake County Ordinances, 2001.

C. RESIDENT payment of all invoices within thirty (30) calendar days of date of invoice will be strictly enforced.

5. UTILIZATION OF PREMISES

Subject to policy review by A & C, RESIDENT and A & C shall cooperate to maximize utilization of the FACILITY. Solely in conjunction with RESIDENT'S normal operation of the FACILITY, RESIDENT may, as long as Resident Exhibits remain on display in the FACILITY, rent the FACILITY and retain any revenues from such utilization. If RESIDENT assigns, rents, or sublets any part of the FACILITY for a period in excess of 48 hours, RESIDENT must notify A & C two weeks prior to such use .

A & C shall have the right to use the FACILITY for events at no fee, excepting there from any direct costs incurred by RESIDENT, as long A & C gives RESIDENT not less than 30-days written notice (when practical) and as long as the requested date(s) does not conflict with daily operations of the FACILITY.

If RESIDENT chooses to rent the FACILITY, all rentals must be in writing. When possible, RESIDENT must provide A & C two weeks prior notice of all rentals. When two weeks' notice is not possible, RESIDENT must provide A & C as much notice as possible of the rental.

6. RESIDENT / A & C COMMUNICATIONS

A & C, and RESIDENT shall coordinate FACILITY maintenance and upgrading activities, and information relating to FACILITY operations. The RESIDENT will designate a Representative to meet with the A & C on an as needed basis and annually in preparation of the A & C 's capital maintenance budget request process. RESIDENT is not authorized to and agrees not to submit work orders or any other request(s) for service(s) directly to Salt Lake County Facilities Management Division.

7. CONTROL OF FACILITY

Other than as specified above, the parties agree that the FACILITY, including keys thereto, shall at all times be under the ultimate control of DIRECTOR, however the parties agree the daily possession and control of the FACILITY described in Paragraph 1 and Exhibit A shall also be under control of RESIDENT in consultation with DIRECTOR. When possible, DIRECTOR or designee will notify RESIDENT prior to Public Safety Bureau Deputies or authorized maintenance personnel entering the FACILITY. A & C will use its best efforts to minimize impact on the RESIDENT'S business activities. RESIDENT may accompany DIRECTOR, Public Safety Bureau Deputies (not including evening walkthroughs) or authorized maintenance personnel on such occasions as necessary. RESIDENT is responsible for any necessary interior security of the FACILITY when unlocked or being used by RESIDENT.

8. APPROPRIATE CARE AND USE OF A & C FACILITY(s)

A & C may request appropriate corrective action if the FACILITY is not being properly cared for or not being used in an appropriate manner. RESIDENT agrees to commence corrective action immediately upon receipt of A & C 's request. All exhibits and functions must be compliant to NFPA (National Fire Protection Association) standards as they apply to then current building conditions. All applicable permits will be obtained from Salt Lake City Fire Prevention Bureau and a copy provided to A & C.

9. PERSONNEL

RESIDENT is responsible for providing temporary event personnel as needed. A & C may provide an EMT (Emergency Medical Technician) at request of RESIDENT. RESIDENT is responsible for determining when an EMT is needed for events. RESIDENT must request an EMT from the Theatre Operations Manager or EMT Supervisor in a timely manner prior to the event.
RESIDENT shall pay for the services of all requested personnel. RESIDENT shall supervise all personnel. A & C reserves the right to review the qualifications of all technical personnel operating A & C owned equipment. A & C has the right to demand replacement of any personnel deemed unqualified to operate A & C owned equipment.

All personnel under RESIDENT supervision, either employees or contractors, are expected to comply with:

A. A & C Standards of Conduct as set forth in Exhibit C, attached; and

10. RETURN OF LEASED PREMISES

At the expiration of this lease, RESIDENT shall yield and deliver the FACILITY to A & C in as good order and condition as when the same were entered upon by RESIDENT, reasonable wear and tear excepted. In the event RESIDENT fails or is unable to make reasonably necessary repairs in a timely fashion, A & C shall undertake to have said repairs completed at RESIDENT'S expense. Final discretion with respect to the methods of repair or replacement shall be A & C.

11. UTILITIES, MAINTENANCE, TAXES, AND INSURANCE

RESIDENT responsibility shall be as indicated:

RESIDENT is responsible for regular utilities, cleaning, maintenance, and upkeep of interior areas associated with the regular day-to-day operations of the organization as well as installation and upkeep of any systems or components needed for specific programs. Regular maintenance includes the repair of interior walls, gallery lights, studio equipment and other interior components used for regular programs, administration, and operation. Interior areas include administrative offices, kitchen, galleries, gift shop,

classrooms, artist studios, and museum support spaces (staff and patron restrooms, museum loading and storage areas and other internal spaces used for administration and operations). Payment of regular utilities includes the following:

A. Power
B. Heat
C. Water
D. Sewer
E. Telephone
F. Internet/Wireless Service

RESIDENT is responsible for the following taxes and insurance:

A. Personal property tax
B. Fire insurance on personal property of RESIDENT
C. Privilege tax (if applicable)

A & C is responsible for regular maintenance and upkeep of building systems according to standard repair and replacement cycles for comparable facilities and systems. A & C's responsibility for installation and upkeep does not include systems or components installed by RESIDENT. A & C's responsibilities for regular maintenance are the following:

A. Floor covering systems.
B. Ceiling systems
C. Roof
D. Foundation
E. Exterior walls and windows
F. Structural components
G. Plumbing, heating, electrical, ventilation, elevator, fire alarm, fire extinguisher and air conditioning systems
H. Exterior area cleaning (excluding outdoor events, art exhibits or installations on leased premises)
I. Trash and snow removal
J. Pest control
K. Exterior landscaping and grounds maintenance (excluding outdoor events, art exhibits or installations on leased premises)
L. Capital repair and replacement of any items listed above according to the standard repair and replacement cycle for the applicable systems or components.

12. USE OF FACILITY

A & C shall review and determine whether appropriate care and use of the FACILITY is being adhered to and to request corrective action. RESIDENT agrees not to do, or permit to be done, any action that will mar or deface any surface or part of the FACILITY. RESIDENT further agrees not to undertake any installation or remodeling in or upon the FACILITY, except as specifically authorized in writing by A & C . Notwithstanding the foregoing to the contrary,

RESIDENT shall have the right (without notice or prior written consent) to install and/or remove temporary exhibitions in RESIDENT'S normal course of business; provided, however, that any damage to the FACILTY caused thereby shall be repaired by RESIDENT, at its sole cost, prior to the end of the term of this Lease.

13. CLEANING

RESIDENT shall be responsible for cleaning interior of the PREMISES, including loading dock, classrooms, Artist in Residency, art making studio, board room and kitchen of the FACILITY. A & C will inspect the FACILITY, on a quarterly basis, to ensure that they are cleaned to A & C FACILITY standards. If RESIDENT cleaning does not meet the aforementioned standards, RESIDENT will have seven(7) days to cure, or A & C will do a thorough cleaning at RESIDENT'S expense.

A & C shall be responsible for all cleaning of exterior areas of the FACILITY.

Ultimately A & C reserves the right to determine what cleaning is necessary in all of its facilities, including the FACILITY.

14. SUSTAINABILITY

RESIDENT agrees to support and collaborate with A & C as it implements environmental sustainability plans at all its venues including the FACILITY. A & C will meet with RESIDENT on an annual basis to solicit RESIDENT'S input.

15. PROHIBITED BUSINESS ACTIVITY

RESIDENT agrees to prohibit any officers, employees, or agents of RESIDENT from conducting any illegal business activity in the FACILITY.

16. OCCUPANCY DISRUPTION

If the FACILITY is completely destroyed by fire or other casualty, this lease shall terminate on the day of such fire or other casualty and the rents payable by RESIDENT on this lease shall cease on such day. In the event of partial destruction or damage so as to render the FACILITY or other parts of the FACILITY totally or partially unusable or uninhabitable, either party may suspend payment of rental amounts relating to the damaged, destroyed or otherwise uninhabited portion by giving written notice thereof to the other party within fifteen (15) days after said partial destruction or damage, and no rental amount shall accrue on said portions under this lease after the specified suspension date.

17. AGENCY

No agent, employee or servant of RESIDENT or A & C is or shall be deemed to be an employee, agent, or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to worker's compensation insurance, health insurance and

unemployment insurance, are available to the employees, agents, or servants of the other party. RESIDENT and A & C shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. RESIDENT and A & C shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that RESIDENT is an independent contractor.

18. DISCLAIMER OF WARRANTIES

Except as specifically set forth in this Agreement, A & C makes no warranties, express or implied, as to the FACILITY or any A & C services, related products, equipment, software, or documentation. A & C specifically disclaims all implied warranties, including without limitation any implied warranties of habitability, merchantability, fitness for a particular purpose, or title or non-infringement of third-party rights.

19. DISCLAIMER OF DAMAGES

A & C shall not be liable to RESIDENT for any direct or indirect consequential, exemplary, special, incidental, or punitive damages, including without limitation, loss of use or lost business, revenues, profits, or goodwill, arising in connection with this Agreement, under any theory of tort, contract, indemnity, warranty, strict liability, or negligence, even if in the party knew or should have known of the possibility of such damages.

20. INDEMNIFICATION

RESIDENT agrees to indemnify, hold harmless and defend the A & C , its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and materialmen suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by RESIDENT, its agents, representatives, officers, employees or subcontractors.

If RESIDENT uses any Subcontractors, RESIDENT agree to require all Subcontractors to indemnify, hold harmless and defend the A & C , its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and materialmen (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Subcontractor, its agents, representatives, officers, employees or subcontractors.

21. INSURANCE

21.1 RESIDENT shall, at its sole cost and expense, secure and maintain during the term of this lease, including all renewal or additional terms, the following minimum insurance coverage:

21.1.1 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

A. Any insurance coverage required herein shall be written on an "occurrence" type policy form.
B. All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and either:
    (1) Currently rated A- or better by A.M. Best Company.

—OR—

(2) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570), as amended.*
C. RESIDENT shall furnish certificates of insurance, acceptable to the A & C, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
D. In the event any work is subcontracted, RESIDENT shall require its subcontractor, at no cost to the A & C, to secure and maintain all minimum insurance coverages required of the RESIDENT hereunder.
E. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, RESIDENT shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the A & C, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the A & C.
F. All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the A & C in a manner approved by the A & C District Attorney.
G. In the event RESIDENT fails to maintain and keep in force any insurance policies as required herein, A & C shall have the right at its sole discretion to obtain such coverage and charge RESIDENT for the costs of said insurance.

21.1.2 REQUIRED INSURANCE POLICIES.

RESIDENT agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subsection:

A. Workers' compensation and employer's liability insurance as required by the State of Utah unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, RESIDENT shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
B. Commercial general liability insurance on an occurrence form with A & C as an additional insured, in the minimum amount of $2,000,000 per occurrence with a $3,000,000 general policy aggregate. The policy shall protect the A & C, RESIDENT, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from

RESIDENT's operations under this lease, whether performed by RESIDENT itself, any subcontractor, or anyone directly or indirectly employed by either of them. The general liability policy will have a sublimit for damages to rented premises of no less than $1,000,000.00. The general liability insurance shall provide coverage for FACILITY operations, acts of independent contractors, and completed operations.

C. Salt Lake County and therefore A & C is self-insured and pays claims in accordance with state laws.

22. MODIFICATION OF CONTRACT

No alteration of variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties thereto.

23. NON-DISCRIMINATION

RESIDENT, and all persons acting on its behalf, agrees that they shall comply with all federal, state and Salt Lake County laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person qualified to perform the services required under this Agreement.

24. LABOR REGULATIONS AND REQUIREMENTS

RESIDENT agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state, and local labor laws. RESIDENT shall indemnify and hold COUNTY harmless from and against any and all claims for liability arising out of any violation of this paragraph or any other laws referenced in this Agreement whether by RESIDENT, its agents, or employees.

25. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

RESIDENT acknowledges that A & C is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, et seq. As a result, A & C is required to disclose certain information and materials to the public, upon request. RESIDENT agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the A & C Representative for response by the A & C.

26. GOVERNMENTAL IMMUNITY

A & C is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101, et. seq. (1953, as amended). The Parties agree that A & C shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. A & C represents that it is self-insured pursuant to the provisions of Section 63G-7-801 of the Utah Code.

27. COMPLIANCE WITH LAWS

RESIDENT shall comply with all laws and ordinances applicable to it and shall obtain all necessary permits or licenses required by law: Specifically, those relating to the protection of copyrights, trademarks, and other proprietary interests. RESIDENT further agrees that any alcohol service conducted in connection with RESIDENT'S activities shall be in accordance with all Utah State liquor laws and regulations.

RESIDENT agrees, represents, and warrants that it has reviewed the EVENT or visual art content with SLCO ARTS and RESIDENT shall not change the content for the EVENT or visual art in any way that will violate state law and/or city ordinance regarding sexual conduct, pornographic and/or harmful materials. RESIDENT further agrees, represents and warrants that nothing contained in the program violates Utah law or Salt Lake City ordinances related to sexual conduct, lewdness, or dealing in harmful materials to a minor.

28. ETHICAL STANDARDS

RESIDENT represents that it has not: (a) provided an illegal gift or payoff to any A & C officer or employee, or former A & C officer or employee, or to any relative or business entity of a A & C officer or employee, or relative or business entity of a former A & C officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any A & C officer or employee or former A & C officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake A & C ordinances.

29. CAMPAIGN CONTRIBUTIONS

RESIDENT acknowledges the prohibition of campaign contributions by contractors to Salt Lake County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. RESIDENT also acknowledges and understands this prohibition means that any person, business, corporation, or other entity that enters into a contract or is engaged in a contract with the A & C is prohibited from making campaign contributions to COUNTY candidates. RESIDENT further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this lease. RESIDENT represents, by executing this lease, that RESIDENT has not made or caused others to make any campaign contribution to any COUNTY candidate in violation of the above-referenced COUNTY ordinance.

30. COPYRIGHT INFRINGEMENT INDEMNIFICATION

RESIDENT warrants and represents that no music, literature or artistic work or other property protected by COPYRIGHT, trademark or other proprietary interest will be performed, produced, reproduced, or used in the presentation of RESIDENT EVENTS unless RESIDENT has

previously thereto obtained written permission from the COPYRIGHT trademark patent or proprietary interest holder. RESIDENT acknowledges that it acts under this lease as an independent contractor charged with the responsibility in its sole discretion for selection, performance, reproduction, and the use of such literary, artistic and other work as it may deem appropriate and that it undertakes strict compliance with all laws respecting copyrights, trademarks, patents and proprietary interests as they relate to performance, reproduction and the use of musical, literary and other works. RESIDENT warrants that, in the presentation of RESIDENT EVENTS it will not infringe any statutory, common law or other right of any person in performing, reproducing, or otherwise making use of any work or material. RESIDENT agrees to indemnify, save, and hold harmless A & C, its agents, officers, employees, and servants from and against all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to copyrights, patents, trademarks, proprietary interests and the performance, reproduction and use of musical, literary, artistic and other works. All radio, television and movie rights for all art exhibits, events, rehearsals, recording sessions and concerts presented in the FACILITY by RESIDENT shall be the sole property of RESIDENT. A & C agrees that no person other than RESIDENT or its assignees shall be permitted to broadcast, record, film, or televise any RESIDENT event without the express authority of RESIDENT.

31. OBJECTIONABLE PERSONS

RESIDENT and DIRECTOR reserve the right to eject any objectionable person or persons from the FACILITY without liability to RESIDENT for damages incurred by A & C as a result of the exercise of such right. RESIDENT may bear liability or responsibility for the ejection of an objectionable person or persons from the FACILITY when that ejection has been at the RESIDENT'S request.

32. PROGRAMS AND NOVELTIES

RESIDENT has the right to sell and/or distribute its own programs and novelties and manage its own gift shop. Upon written approval of the DIRECTOR, RESIDENT may have the right to sell or distribute other products or items.

33. FREIGHT DELIVERIES

A & C 'S employees, officers and agents shall not act for RESIDENT in the receipt, delivery, handling, care, or custody of any property of RESIDENT of any kind shipped or otherwise delivered to the FACILITY.

34. OBSTRUCTIONS

No portion of the sidewalks, entries, loading ramp area, passages, vestibules, halls, elevators, ways, or access to public utilities of the FACILITY shall be obstructed or caused to be obstructed by RESIDENT in any way that would violate applicable State, County or City codes or regulations. The doors, skylights, stairways, windows, hallways, corridors, passageways, radiators, and house lighting shall not be obstructed by RESIDENT. The cost of repair resulting

from violation of this provision or misuse by RESIDENT of any portion of the FACILITY or equipment of the FACILITY shall be charged to RESIDENT.

35. FLAMMABLE MATERIALS

No Flammable Materials such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decorations, and all materials used for decorative purposes must be treated with flame proofing and approved by the Salt Lake City Fire Department. Additionally, any use of open flames in conjunction with any RESIDENT EVENT must be approved by an A & C Facility Manager and/or the Salt Lake City Fire Department.

RESIDENT shall comply with all other public health and safety regulations in its use and storage of flammable and/or regulated materials.

36. SEVERABILITY

If any clause, sentence, or paragraph of this lease is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions and the parties do now declare their intention that each such clause, sentence, or paragraph of this lease to be a separate part hereof.

37. ENTIRE AGREEMENT

A & C and RESIDENT acknowledge and agree that this Agreement and its Exhibits incorporated herein constitute the entire integrated understanding between A & C and RESIDENT, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified, or altered, except by written amendment, signed by the parties. RESIDENT understands that only the Salt Lake County Mayor or designee by executive order (available on the County's website) can execute an amendment to this Agreement. The failure of County to insist, in any one or more instances, upon a strict performance of any term or provision of this Agreement shall not be construed as a waiver or relinquishment thereof, but the same shall continue and remain in full force and effect, unless expressly waived in a written and signed amendment (or "unless expressly waived in writing as provided in this Section").

38. INTERPRETATION

This Agreement is deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against either party. The parties agree to mutually cooperate and otherwise act in good faith in the use, occupancy, and management of the FACILITY and in the resolution of problems not otherwise covered by this Agreement.

39. GOVERNING LAW

It is understood and agreed by the parties hereto that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of Salt Lake County, both as to interpretation and performance.

All actions, including but not limited to court proceedings, administrative proceedings, arbitration, and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Salt Lake County, State of Utah.

40. NOTICES

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

Salt Lake County:	Salt Lake County Mayor Operations Salt Lake County 2001 South State, #N3-200 Salt Lake City, Utah 84190-3100 Attn: Community Services Director
With Copy to:	Director Arts & Culture 50 West 200 South Salt Lake City, UT 84101
RESIDENT:	Director Utah Museum of Contemporary Art 20 South West Temple Salt Lake City, UT 84101

41. PARAGRAPH HEADINGS

PARAGRAPH HEADINGS contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement.

42. CONSENT OR APPROVAL

Whenever the consent or approval of a party is required by this Agreement, such consent or approval shall not be unreasonably withheld.

43. BINDING EFFECT

Subject to any restrictions on assignment contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and its respective successors and assigns.

44. FORCE MAJEURE

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

Covid-19. The parties acknowledge the uncertainty caused by the Covid-19 pandemic, and notwithstanding any other provisions to the contrary, RESIDENT agrees that A & C in its sole discretion, may cancel an Event at any time for reasons related to Covid-19, including without limitation health or other orders, whether issued by Salt Lake County or other government officials. If A & C cancels an Event in accordance with the foregoing provisions, A & C shall not owe liquidated or other damages to RESIDENT.

45. NO LIMITATION OF RIGHT

The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

46. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever either party determines, in its sole discretion that it is in the party's interest to do so. If either party elects to exercise this right, the party shall provide written notice to the other party at least 18 (eighteen) months prior to the date of termination for convenience. Both parties agree that termination for convenience will not be deemed a termination for default nor will it entitle the other party to any rights or remedies provided by law or this Agreement for breach of contract by the terminating party or any other claim or cause of action.

47. NON-FUNDING CLAUSE

A & C intends to request the appropriation of funds to be paid for the services provided under this Agreement. If funds are not available beyond December 31 of any effective fiscal year of this Agreement, A & C 's obligation for performance of this Agreement beyond that date shall be null and void. This Agreement shall create no obligation on A & C as to succeeding fiscal years and shall terminate and become null and void on the last day of the fiscal year for which funds were budgeted and appropriated. Said termination shall not be construed as a breach of this Agreement or any event of default under this Agreement and said termination shall be without

penalty, whatsoever, and no right of action for damages or other relief shall accrue to the benefit of RESIDENT, its successors, or its assigns, as to this Agreement, or any portion thereof, which may terminate and become null and void.

If funds are not appropriated for a succeeding fiscal year to fund performance by A & C under this Agreement, A & C shall promptly notify RESIDENT of said non-funding and the termination of this Agreement, and in no event, later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and its official seal to be affixed hereto by its duly authorized officer this 18 day of September, 2023.

SALT LAKE COUNTY:

By: _____
Mayor or Designee

RESIDENT:

By _____
Laura Allred Hurtado, Executive Director
Utah Museum of Contemporary Art

Approved as to Form
Arts & Culture Division:

_____
Matt Castillo, Division Director

Reviewed and Advised as to Form and Legality

Craig J. Wangsgard
Digitally signed by Craig J. Wangsgard
Date: 2023.09.06 11:15:22 -06'00'

Deputy District Attorney

H:\Share\CWANGSGARD\Arts & Culture\Leases\2023\UMOCA lease updates v. 9.6.23.docx

Lease Exhibits

A – Facility Aerial View, Facility Plan 1 and Facility Plan 2

B – Resident Status at A & C Facility(s)

C – Standards of Conduct

D –RESIDENTS TRCC application

Facility Aerial View, Facility Plan 1 and Facility Plan 2

Exhibit A

Exhibit A - FACILITY Aerial View

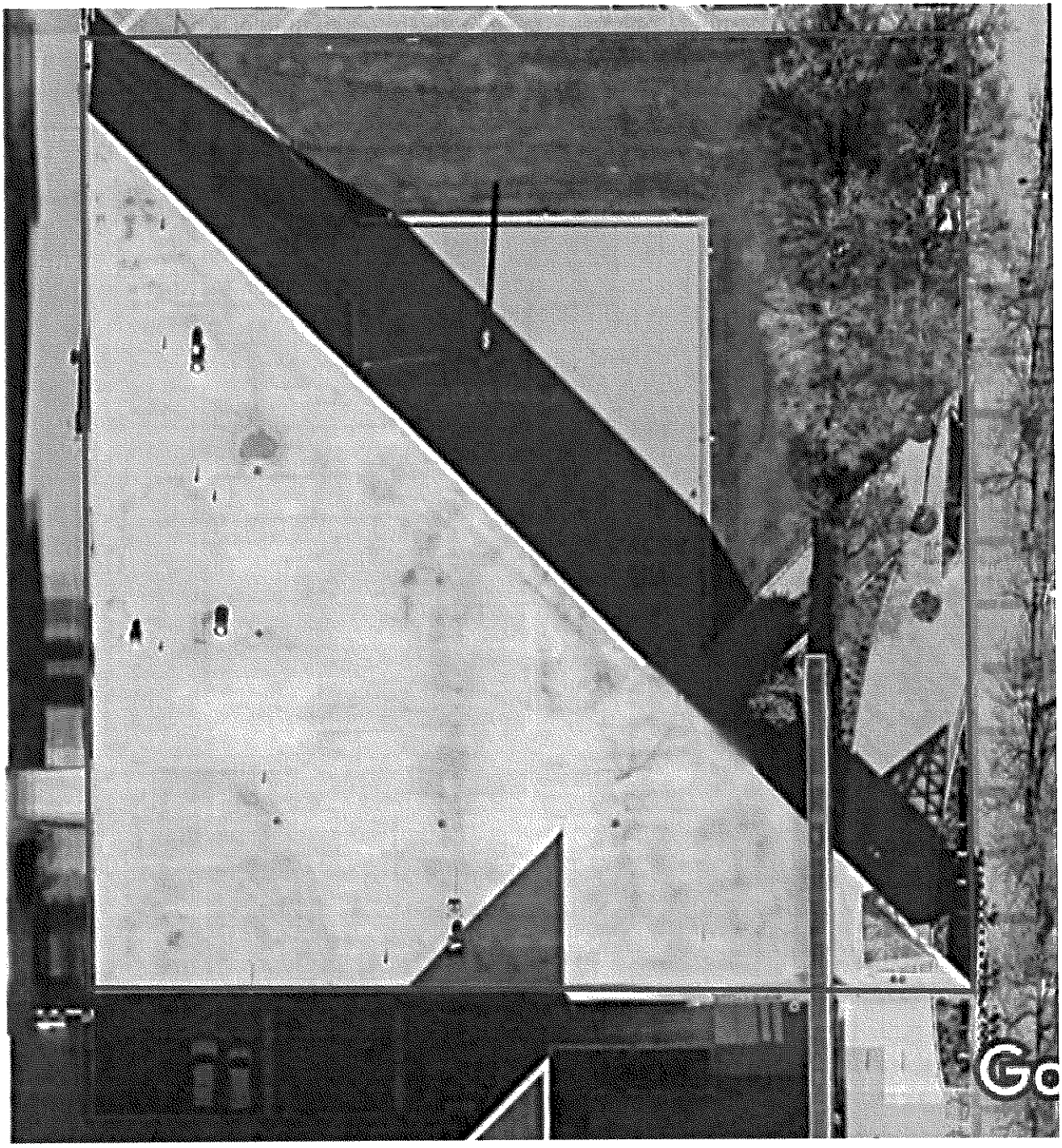


Exhibit A - FACILITY Plan Level 1

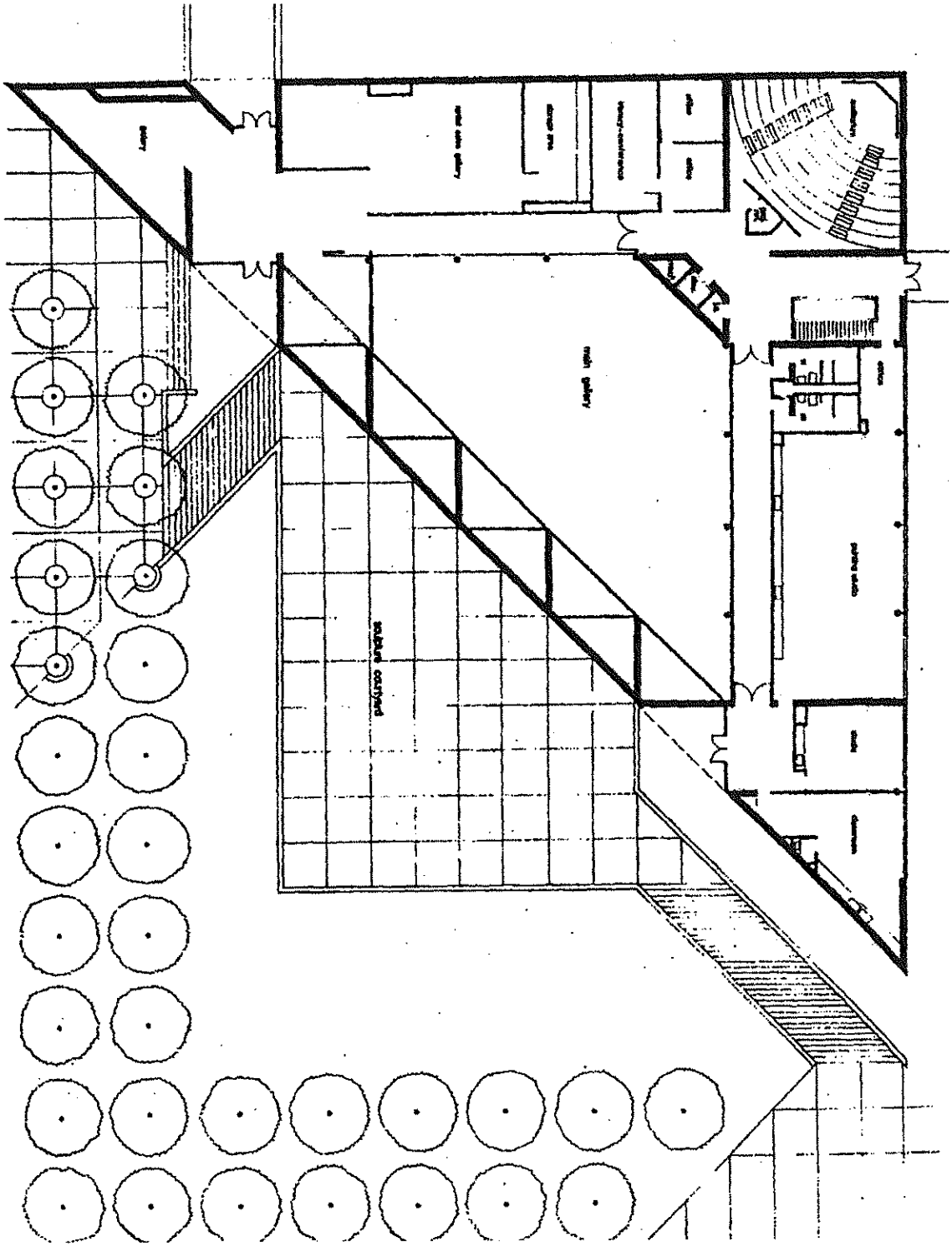
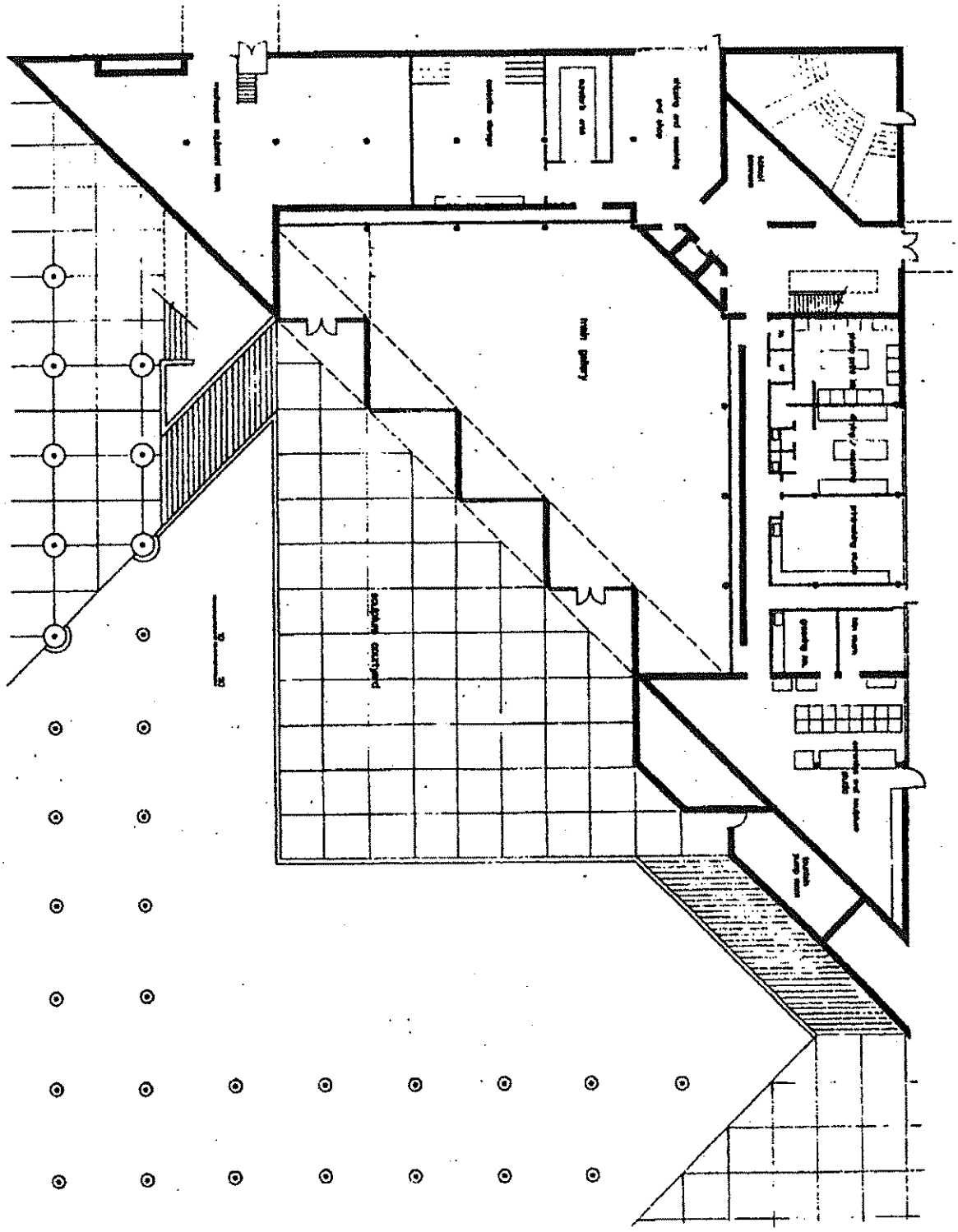


Exhibit A - FACILITY Plan Level 2



SALT LAKE COUNTY ARTS & CULTURE RESIDENT LEASE AGREEMENT

Exhibit B

RESIDENT Status Requirements at Salt Lake County Arts & Culture Utah Museum of Contemporary Art Facility

The A & C Advisory Board Resident Committee ("Resident Committee") was established to serve as the link between the A & C Advisory Board and the RESIDENTS of A & C. The Resident Committee serves not only to ensure compliance with A & C policy and guidelines but is the sounding board for issues that arise with the RESIDENT performing arts organizations that serve the community. The Resident Committee is charged with providing a constructive and informative communication link between Salt Lake County Mayor, DIRECTOR, A & C Advisory Board and the RESIDENTS.

To that end, the Resident Committee will conduct a review of each RESIDENT at each A & C Facility(s) to coincide with the renewal cycle of the lease agreements every three (3) years. RESIDENTS will submit a status report to the Resident Committee reporting on their compliance of requirements for RESIDENT Status as listed below.

1. RESIDENT STATUS

For designation or continuation as the RESIDENT at A & C FACILITY, an organization shall:

A. Maintain an active 501(c)(3) designation with the United States Internal Revenue Service.
B. Be a Zoo, Arts & Parks funding recipient.
C. Continue to host at the FACILITY for a majority of its activities or exhibits.
D. Annually show demonstrable evidence that the organization has increased public attendance and/or participation that will be reported to the A & C Advisory Board during the triennial review. The parties hereby acknowledge that the terms "attendance" and "participation" shall include activities at the FACILITY, as well as any offsite programming or events.
E. Stay current on Accounts Receivable and submit payment for bills on time.
F. Maintain a safe working environment.
G. Adhere to Salt Lake County Standards of Conduct.
H. Be recognized by peers as leaders in their field.
I. Demonstrate good use of public venues and County subsidy.
J. Participate in A & C Advisory Board Review.
K. Submit a comprehensive plan and goals for continuing audience development and community outreach.

It is the sincere desire of A & C and its A & C Advisory Board to support RESIDENTS in its audience development and community outreach programs. It is expected that RESIDENTS will take positive and significant steps to increase and develop its audience, as well as incorporate community outreach programs so County citizens may have an opportunity to appreciate and participate in cultural enrichment. Viable audience development and community outreach programs may differ widely, and RESIDENTS may suggest other factors not included in this section. In support of its individual missions and goals, all RESIDENTS should institute scalable, affordable, and practical programs for audience development and community outreach.

In its report, RESIDENTS should include a written audience development and community outreach plan and should include the following:

A. Efforts and plans to reach out to underserved segments of the population.
B. Efforts and plans to provide opportunities for citizens to view, learn, participate in, and experience particular art forms.
C. Specific programs to promote an appreciation among the general population of the RESIDENT's particular art form.
D. Programs for the distribution of free or substantially reduced tickets to new and diverse populations or groups as a part of a program to foster audience development.

2. A & C ADVISORY BOARD RESIDENT REVIEW COMMITTEE PROCESS

The Resident Committee will review the RESIDENT's submitted compliance report and will meet with the RESIDENT's Senior Staff and Board of Trustees (or representatives) to review and discuss the RESIDENT Status report, RESIDENT audience development and outreach programs and general feedback on A & C or other issues.

The Resident Committee will then prepare a written review and recommendations and will submit them to the A & C Advisory Board for their review.

The A & C Advisory Board will review the findings and recommendations and will forward a final document to the DIRECTOR and Salt Lake County Mayor.

SALT LAKE COUNTY

A & C RESIDENT LEASE AGREEMENT

Exhibit C

Standards of Conduct

Salt Lake County Center for the Arts (A & C) operates and sets policy for Eccles Theater, Abravanel Hall, Janet Quinney Lawson Capitol Theatre, Rose Wagner Performing Arts Center, Jessie Eccles Quinney Ballet Centre, Mid-Valley Performing Arts Center, and the Utah Museum of Contemporary Art (UMOCA). Administrative offices are located at the Janet Quinney Lawson Capitol Theatre.

Purpose
This policy establishes guidelines for appropriate conduct in A & C operated facilities including, but not limited to, Salt Lake County employees, sub-contracted labor services, staff, and personnel of A & C Resident organizations, touring production staff, and vendors.

Policy
Salt Lake County employees, sub-contracted labor services, staff, and personnel of A & C Resident organizations, touring production staff including volunteers, and vendors are expected to act in a professional and courteous manner, to fulfill their job duties and refrain from any conduct reflecting poorly on the County.

Standards of Conduct
Personnel will fulfill their job duties, act professionally, and comply with policies and procedures. Inappropriate and unprofessional behavior includes, but is not limited to, the following:

- Engaging in inappropriate behavior towards co-workers or members of the public that is disruptive to the workplace.
- Using county property for personal or non-county purposes unless permitted by County policy.
- Destroying, damaging, vandalizing, or threatening to damage or destroy County property or the property of others.
- Bringing to work, disseminating, or displaying any materials that are offensive and, which could give rise to or form the basis for the following types of employees or citizen complaints.
    a. A sexual harassment complaint
    b. An allegation of hostile work environment
    c. A discrimination claim based on protected status or a violation of County policy.

- Using notes, e-mail, voice mail, fax, text messaging, social media or the internet to harass or discriminate on the basis of sex, race, color, national origin, religion, age, disability, pregnancy, genetic information, sexual orientation, marital status or gender identity.
- Bringing to work or intentionally disseminating, forwarding, or displaying sexually titillating materials, including intentional viewing, or downloading pornography from the internet.
- Failing to comply with the non-smoking regulations of County Government and State law.
- Operating any form of a vending machine service for profit, commission or otherwise on County property except as awarded through a competitive bid under County policy.
- Reporting to work intoxicated or otherwise impaired.
- Illegal use, sale, possession, or distribution of drugs.
- Engaging in violence or behavior that carries the potential of violence including, but not limited to, fighting, using obscene, foul, abusive or threatening language or gestures.
- Possession of firearms or other weapons on County property except as permitted by state law.
- Disregarding safety regulations.
- Theft of County property or theft from other persons; and
- Failure to follow established parking rules.

Salt Lake County does not tolerate discrimination, retaliation or any form of harassment based on race, color, national origin, religion, age, disability, genetic information, gender, gender identity, pregnancy, sexual orientation, marital status and military or veteran status.

- Discrimination: Any adverse employment action taken based upon an employee, applicant, or volunteer's race, color, national origin, religion, age, disability, genetic information, gender, gender identity, pregnancy, sexual orientation, marital status and military or veteran status. Sexual harassment is a form of discrimination and will not be tolerated.
- Harassment: Any unwelcome or unsolicited derogatory terms, comments, jokes, innuendos, other verbal, visual or physical conduct based upon race, color, national origin, religion, age, disability, genetic information, gender, gender identity, pregnancy, sexual orientation, marital status and military or veteran status that unreasonable interferes with an employee's working conditions.
- Retaliation: An adverse employment action taken or credible threat of an adverse employment action against an employee, volunteer, or applicant as a result of participating in a protected activity if there is a causal connection between the threatened or adverse employment action and the protected activity. Retaliation can include a wide variety of conduct intended to restrain or has the effect of restraining employees from participating in protected activities. For example, being fired or demoted, a reduction in pay, denying training opportunities, etc.

i.

EXHIBIT D

Salt Lake County
Community Services
TRCC
TRCC 2022 Support Program Application (2023 County budget)
Deadline: 7/6/2022

Utah Museum of Contemporary Art
UMOCA Master Plan Improvements/CFSP

Jump to: Application Questions Documents

$ 1,000,000.00 Requested

Submitted: 7/6/2022 3:45:17 PM (Pacific)

Project Contact
Laura Hurtado
michelle.wentling@utahmoca.org
Tel: 801-328-4201 x113

Additional Contacts
none entered

Utah Museum of Contemporary Art

20 S. West Temple
Salt Lake City, UT 84101
United States

Telephone 801-328-4201
Fax 801-322-4323
Web www.utahmoca.org

Executive Director
Laura Allred Hurtado
laura.hurtado@utahmoca.org

Application Questions *top*

Some answers will not be presented because they are not part of the selected group of questions based on the answer to #12.

Project Overview

1. Select the type of support you are applying for
Your project must fall under one of these categories to be considered for funding. Please refer to the TRCC Support Guidelines uploaded to the Resources section above for more information on each category.

- ☐ TOUR - Tourism Project Support
- ☐ PRT - Parks, Recreation and Trails Support
- ☑ CFSP - Cultural Facilities Support
- ☐ CON - Convention Facilities Support
- ☐ Other (Please contact the county if you select this option)

2. Please select the Planning Area of Salt Lake County where the project is located.
Please refer to the SLCo Planning Areas Map in the Resources section above for a list of planning areas.

- ☑ North Planning Area
- ☐ West Planning Area
- ☐ East Planning Area
- ☐ Southwest Planning Area
- ☐ Southeast Planning Area

3. Organization Overview: History, programs & services offered, audiences served.
For 90 years, the Utah Museum of Contemporary Art has worked with the leading artistic voices of our age. Originally called The Art Barn, and later Salt Lake Art Center, the Utah Museum of Contemporary Art was founded by a woman named Alta Rawlins Jensen in the middle of the Great Depression. Jensen's vision for the Art Barn was to create a gathering space for

artists and writers in Salt Lake City.

Today UMOCA is an award-winning aesthetic force dedicated to advancing contemporary art in Utah. We believe in the power of the art of our time. Through programming, advocacy, and collaboration, we work with artists and communities to build a better world. This year alone, under the persistent shadow of the pandemic, the museum welcomed over 55,000 guests, showed the works of over 100 artists, and offered educational programming to 123,000 Utah K-12 students, both in person and online. The museum features groundbreaking artwork by local, national, and international artists; offering exploration in the contemporary cultural landscape through exhibitions, films, events, and classes.

When curating exhibitions and creating programs, UMOCA is invested in local makers as well as the work of established national and international artistic leaders and thinkers. This both supports the local art community and connects museum visitors to global contemporary art ideas and trends. In conjunction with exhibits, UMOCA frequently offers community-wide programming such as art talks, exhibition walk-throughs, film and lecture series, and workshops with visiting artists and curators. Our regionally sought-after artist-in-residence program provides studio space, a curated exhibition in the AIR gallery, networking opportunities, and exposure for eight local artists per year.

Additionally, our art education program serves over 50,000 K-12 students and 5,000 educators across Salt Lake County per year, improving access to the contemporary arts among diverse and underserved communities. Our robust arts education curriculum includes mobile outreach, school tours, and training and workshops. Through our education programming, UMOCA engages with students in all areas of the county including Salt Lake City, Herriman, Taylorsville, and Sandy.

4. Project Summary

This should be an overview of your project that explains its purpose and what it aims to accomplish (include who, what, when, where, cost). You will use the Project Details section below to provide specifics on how this will be accomplished.

The Utah Museum of Contemporary Art is requesting $1 million in TRCC funding for necessary phased upgrades that will improve visitor experience, build iconic placemaking in downtown, and increase gallery space. Since 1979, The Utah Museum of Contemporary Art has been housed in the SL County Arts Building and has long served thousands of residents annually through programming, exhibitions, and residencies. We anticipate the overall UMOCA contribution to our SL County owned facility to be $5.4 million.

Our improvement goals are to: add significantly to the downtown cultural identity by creating an iconic and memorable publicly accessible landmark; better communicate the museum mission through gallery expansion, improved navigation and wayfinding, and increased public/visitor offerings for artists and audiences in SL County and beyond; serve SL County residents' needs for culture, education, and art; and grow the Utah economy through the development benefits of placemaking. The improvements proposed in this project will address the need for an iconic public art exterior experience, increase imageability downtown, and address current facility limitations based on stakeholder feedback to improve areas that are out-of-date and that directly undermine UMOCA's programming efforts to meet these goals.

These improvements are specifically to update our façade for greater visibility and placemaking; to open a new gallery to better serve the increased needs of local artists, audiences and students; to improve lighting in galleries and upgrade dated entry hardware and glass both to the front of the building and plaza access to address public feedback; and to improve wayfinding, navigation, and building flow with additions such as a new staircase.

We have worked closely with the Salt Lake County Arts & Culture Division which owns and manages the facility. The Division completed a comprehensive facilities assessment study which suggested the building has long overdue deferred maintenance and capital replacement needs. Our efforts and plans are to work in concert with the county, coordinating scheduled deferred maintenance with improvements in order to reduce overall cost for all stakeholders, and to work together as a unified whole as proposed in the facilities assessment and UMOCA Master Plan to realize overall design and construction cost-efficiencies in a phased, prioritized approach as key funds are secured.

5. How does the project fit within the County's Visions & Principles? (Please refer to the TRCC Support Guidelines in the Resources Tab above)

For more than forty years, Salt Lake County has been a vital supporter of our extraordinary arts and culture landscape. The Arts & Culture division fosters creative communities through its funding and stewardship of a variety of buildings and programs, including UMOCA.

The SL County Arts and Culture Master Plan indicates that the county is invested in venues for the performing arts. The recently completed Mid-valley Center for the performing arts, the Hale Theater, and the Eccles Theater all attest to the county's deep investment in this genre of space. However, the county only operates one space dedicated to the display of fine art—UMOCA—which has not been updated since it was built in 1979. The SLCo Master Plan calls for a deeper investment in artists and fine art spaces, and UMOCA is at the center of these county goals.

Interviews conducted throughout the county indicate a need for dedicated art spaces. One of the five primary areas of focus is "Government Support for Visual Artists and Public Art." Based on feedback from Phase IV, the interviews focused on the need

for "infrastructure in the built environment that would support visual artists." The SLCo Master Plan points to the Torpedo Factory Art Center as a case study and as its goal model, which has seven galleries and artists' studios among its offerings—a space quite like UMOCA. Among the plan's key recommendations is to "Increase access and equity to facilities for artists and arts organizations." UMOCA can also help the county meet its goals through public art. We anticipate the façade upgrades to serve as a placemaking public sculpture that draws people to downtown and creates a more vibrant, iconic cityscape.

UMOCA serves SL County through an array of educational offerings and increases public art by improving the exterior of our building through a dynamic, publicly accessible art activation and because our museum is free and accessible to all. In this sense, our museum programming operates as an extension of public space and allows artists and residents free and open access to fine art.

UMOCA's long-standing commitment to serving emerging local artists not only provides a space for exploration but also addresses one of SLCo Master Plan's key Success Metrics regarding community engagement: "have we increased [the] number of new and emerging artists and arts organizations engaging with the County's resources (financial, space, etc.)?" Improvements to UMOCA's building will allow this SL County facility to serve a wide range of artists, improve audience experience, and help address the Success Metrics that call for "increased access to the region's facilities by a broad spectrum of users." While the SLCo Master Plan proposes the construction of new Maker's Spaces, upgrades to UMOCA's interiors—with gallery expansion, increased educational spaces, and greater accessibility to our artist-in-residency spaces—offers a more cost-effective solution to stated county needs.

6. Provide evidence of local support and community need justifying the project
Provide a list of local support and upload additional supporting documents to the Documents tab. These may include press coverage, feasibility study results, letters of support from community/donors/arts organizations in your area, etc.
We believe cultural planning starts with listening; gives voice to community residents; builds on their collective creativity and wisdom; lifts cultural assets; results in a process that is comprehensive and inclusive; and culminates in a needs-based, well-researched, and data-driven plan. Both our UMOCA Strategic Plan FY21-FY26 and our UMOCA Master Plan effort, which arose out of our Strategic Plan, came from discussions, listening sessions, interviews, town halls, surveys, and advisory sessions.

This project has the support of a wide range of community members found throughout SL County. Our Master Plan Steering Committee is made up of county leaders—Matt Castillo, Salt Lake County Arts and Culture Division Director and Holly Yocom, Pathway and Associates. It also includes UMOCA board members, Arlo Rich Walje, former CEO of Rocky Mountain Power, and Derek Allen, owner and principal at Landforge, in addition to UMOCA staff, Jared Steffensen, curator, and Laura Allred Hurtado, executive director, all working with Mark Morris, principal and founder of VODA Landscape + Planning, all reporting to UMOCA Executive Committee.

In addition, we have shared our planning documents and ideas with a UMOCA Master Plan Advisory Committee, which includes artists, community members, board members, foundations, architects, and c-suite representatives from the Division of Utah Arts and Museums, Utah Department of Cultural & Community Engagement, Utah State Legislature, City Creek, Utah Symphony/Utah Opera (Abravanel Hall), Division of Arts & Culture (Salt Lake County), Utah Cultural Alliance, Salt Lake Arts Council and Foundation, SL Redevelopment Agency, Doctorow Foundation, Community Foundation, Visit Salt Lake, Salt Palace Convention Center, and other interested community members.

Significant financial support from the Utah State Legislature of a $1,000,000 appropriation, as well as pledged dollars from family foundations, attest to broad belief in the need for such improvements and the major trust and value we have in the community.

7. Provide evidence that your project is appropriately sized to the capacity and needs of your organization and the community. Please include attendance data.
For 90 years, we have worked with the leading artistic voices of our age and connected artists and audiences in new and bold ways. That heritage of progress, bravery, courage, a commitment to the avant-garde and cutting edge, and a deep investment in the makers and independent voices of our founder Alta Jensen's day is a crucial and lasting part of UMOCA's history. Our 90-year-old organization has long served the needs of the Salt Lake County community and has operated out of the current county run location for 40 years. The scope and size of this project is appropriate for our organization as we are proposing a reorganization and reclarification of existing space for the improved visitor experience and to increase our educational outreach.

The scope of our project fits within our fundraising and programmatic capacity as well as the needs of the organization and demands of the community. Annually, UMOCA proudly serves over 60,000 residents each year and an additional 126,000 through digital and remote outreach and programming. 42% of our audience comes from outreach programing like our mobile art museum, the Art Truck, a POPS funded program that travels to schools throughout SL County, from Sandy, to Herriman, to Taylorsville, and beyond. Through data collecting, we know that over 58% of our visitors are SL County residents. Through surveys, listening sessions, and observations, we learned that many visitors feel like the building itself is dark and

unwelcoming. Additionally, they expressed feeling misdirected or lost while in the building.

Each year our education programming includes Art Truck Visits serving 9,000 students (62% in SL County residents); 50 School Tours serving 1,800 students (71% in SL County residents); and 30 trainings and workshops serving 3,500 students and 500 educators who teach over 12,500 students (32% SL County residents).

We believe that with these improved efforts, developed out of careful listening sessions, UMOCA will become more known and visible to SL County residents, allowing us to reach a wider audience, expand educational offerings through increased field trips, and continue to serve those who know us best. We see our building as a community gathering place that stands as a hallmark of culture in the city and whose beautification is long overdue. With increased tourism, population, and an ever-expanding downtown, we believe this project will increase tourism, cultural cachet, and perception; grow economic activity at City Creek Center, Temple Square, and the Salt Palace; and increase walkability in the city. We also believe that the new hotel will bring more people to our doorstep and that these changes will create a memorable experience that will be shared as they leave SLCo.

8. Detail how the project is integral to your organization's mission.
The Utah Museum of Contemporary Art believes in the power of the art of our time. Through programming, advocacy, and collaboration we work with artists and communities to build a better world.

Our UMOCA Master Plan efforts, realized through a series of small, phased projects, are part of our five-year Strategic Plan. The first among the five goals is: WE ARE KNOWN & VISIBLE. It boldly states, "We are seen as an iconic cultural center in downtown, with our community knowing UMOCA as THE leader of contemporary art. We see the need and provide both a place for gathering and a platform for dialogue with the varied cultural communities in our state." Among the goals laid out in the UMOCA Strategic Plan, two focus on our physical building. They are:

"Improve UMOCA's street presence, increase activity, and establish immediate recognition of the building as THE contemporary arts and culture institution in downtown Salt Lake City."

"Update exterior sign to better reflect openness… and remodel building with careful and thoughtful strategic upgrades to facilitate visitor navigation and wayfinding to improve visitor and audience experience."

Key implementation tools, as listed in the UMOCA Strategic Plan, state:
1. Establish a facility Master Plan Steering Committee to head efforts.
2. Solicit RFQ / RFP to design professionals to undertake master planning effort
3. Include County / County representative at key milestones to confirm buy-in
4. Initiate capital campaign(s) based on findings
5. Development of preliminary marketing collateral in collaboration with design professional 6. Improved signage and infrastructure to accommodate a diverse array of visitors.

Thus, as stated in our UMOCA Strategic Plan—based on findings and interviews from community members from around the county—a key part of UMOCA's vision and mission is physical building upgrades, both interior and exterior. Ultimately, the building upgrades will help us better serve and impact the community and the tens of thousands of visitors who come to UMOCA each year.

9. The TRCC Support Program is a reimbursement grant. Describe in detail 1) how you plan to turn unsecured project funding sources into secured sources, AND 2) how you manage cash flow for the project.
You must demonstrate how you will have cash-in-hand to facilitate your project prior to reimbursement through the TRCC Support Program.
The Utah Museum of Contemporary Art is a financially trustworthy organization that operates with a no-waste approach to resources and is in its healthiest financial position in decades. We have an annual budget of $1,000,000 and currently have a full year's operating expenses in reserve. The museum was recently awarded an appropriation from the State Legislature in the amount of an additional $1,000,000 for this project. The UMOCA board is committed to investing in fundraising efforts, and we have strong relationships with long-time philanthropic supporters who have committed to supporting and investing in this project. From a scalability perspective, UMOCA has been thoughtful in terms of budget on strategic growth and achievable capital campaign projections based on needed and programmatic improvements. From a fiscal health perspective, UMOCA is in great financial standing. Additionally, UMOCA plans to roll out upgrade projects in a phased, prioritized approach as funding sources are secured and finalized, rather than incurring debt service. As a result of this phased approach, we will have enough cash-in-hand to facilitate this growth and construction.

UMOCA Finance Committee will manage the expenditures, and our UMOCA Master Plan Steering Committee will be managing the construction project and will work with the construction control group to ensure the project stays on track, on time, and within budget.

10. Document your ability to raise additional project funds.

The museum has secured funding from the Utah State Legislature. Additional funding may come from SL County TRCC, and capital fundraising of private dollars through foundations our organization has long-standing relationships with. The UMOCA board will work with UMOCA staff to meet with donors and secure funding for the project. We have met with key donors, including the Sam and Diane Stewart Family Foundation, the Jarvis and Constance Doctorow Family Foundation, Kahlert Foundation, Call Foundation, the Hemingway Foundation, the Jeff and Helen Cardon Foundation, and the Price Family Foundation, among others. They have all expressed support of the project, have previously shown a deep investment in our organization, and have recommended our organization submit the project for approval via their foundation application process. Additionally, UMOCA board members have pledged deeper support, not just of operations but of our capital campaign efforts. We will also work with outside development firms to help secure private fundraising dollars and to discuss our strategic approach to our capital campaign; we are in early conversations with two agencies. Lastly, in conversation with consultants and builders, we have been modest in our overall capital goals and our phased scope and believe our fundraising efforts are attainable within the current economy and that these targeted changes will have large and lasting programmatic effects on SL County residents, artists, and audiences.

11. Provide an analysis of the financial impact this project will have on your organization's future finances.
With interior and external facility upgrades, we anticipate that more people will see the museum as an iconic location and it will increase visitation. Current average at-the-door donations is $275k/yr. 80% of 100+ people and institutions carefully interviewed during strategic planning identified visibility and awareness as UMOCA's most pervasive problem and need. If we assume that UMOCA's audience could grow by 100-200% based on visibility/imageability/marketing improvements alone, then UMOCA should expect to see visitation grow to 120-180k unique annual visitors—largely serving Salt Lake County. If we assume average donation rate was maintained, we could expect a minimum gain of an additional $275k/yr at-the-door donation revenue. If an additional $275k/yr in visitor donation revenue is realized per year, over a five-year period, the additional anticipated revenue would be a gain of $1.3 million.

We also believe there will be significant operational and maintenance savings from cost and energy efficient upgrades that will be built to durability standards and cost less to operate and maintain than dated and worn-out spaces whose repair is costly.

Project Details

12. Please specify type of funding you are requesting
The questions numbers below will change depending on your selection for this question.

- ☐ Consulting Funding
- ☑ Capital Funding
- ☐ Tourism Promotion Funding

13. Type of consulting services
-answer not presented because of the answer to #12-

14. Goals and objectives of consulting services
-answer not presented because of the answer to #12-

15. Scope of Work, including expected deliverable and timeline
-answer not presented because of the answer to #12-

16. Payment schedule for the work and expenses.
-answer not presented because of the answer to #12-

17. What is the site location of your project?
Please provide as specific of location details as possible.
Utah Museum of Contemporary Art, 20 S West Temple St. Salt Lake City, UT 84101

18. Describe the current facility and specify if it is owned or leased.
Please also upload the deed or contract to purchase property or lease agreement (can be executed or pending) to the Documents tab.
UMOCA is in the heart of downtown Salt Lake City at 20 S. West Temple Salt Lake City, UT 84101. Constructed in 1977 by Price Construction as part of the Bicentennial Art Complex, the 17,386 square foot two story facility includes a lobby, courtyard, art shop, 155 seat auditorium, office space and several galleries. The museum also features spaces for events and rentals, and studio space for artists-in-residence. The museum is leased to UMOCA by Salt Lake County.

19. Scope of Work, including expected deliverable and timeline
Within your answer to this question, please provide all relevant details that will help reviewers better understand HOW you will complete your project. Please include projected start and completion dates.

We hope to begin projects on the interior renovations as early as mid-2023. The other phases, including exterior upgrades, will come in 2024/2025 as final design concepts are completed, allowing us to fully raise necessary funds.

Q4 2022: Begin schematic studies for interior prioritized phased improvements in concert with SL County Arts and Culture feasibility study and improvements.
Q1 20223: Begin RFA for exterior design upon approval of concepts provided by VODA Landscape + Planning
Mid-2023: Shovel ready for phased interior construction begins based on prioritizes set by the UMOCA Master Plan Steering Committee in conversation with SL County Arts and Culture Master Plan, leadership, the SL County UMOCA building feasibility study.
Q4-2024: Finalized schematic of façade improvement and construction for façade improvements begins
Q4-2025: Begin schematic studies for sunken plaza/courtyard/public art installation phased improvements in concert with SL County Arts and Culture feasibility study and begin RFA upon approval of concepts provided by VODA design
Q2 2026: Construction for courtyard improvements begins.
Q4 2028-2030: Target completion date for UMOCA Master Plan building and completion of the project

20. Describe in detail how you will fund future capital maintenance and operating expenses. Include a five-year expense forecast and a long term maintenance budget plan.
If needed, budget plan may be uploaded to the Documents tab.
Future capital maintenance and operating expenses will be covered by UMOCA according to terms of lease using increased funds from visitation.

21. Provide project management information including key personnel and their experience.
UMOCA Master Plan Steering Committee at the request of the UMOCA Executive Committee have contracted with Mark Morris of VODA Landscape + Planning, who have extensive experience on designing and executing large scale renovation projects, including both private and public. Expertise on the UMOCA Master Plan Steering Committee include Architect Hannah Vaughn, VY Architecture; Derek Allen, principal, and founder of Landforge, an urban redevelopment business; SL County Arts and Culture director, Matt Castillo; and Holly Yocum, of Pathway and Associates, as well as UMOCA staff, its executive director and curator, who deeply understand of our building and organization's programming, uses, and sources. UMOCA will also work to build public by-in through our work with the Master Plan Advisory Committee, whose body represents a large swath of SL County leaders and community members.

22. OPTIONAL: Architectural information including site plan, space program, and schematic design.
Please upload above mentioned architectural documents to the Documents tab. If you do not have a response to this question, please put 'N/A' in the text field.
UMOCA has been working over the last year to develop a facility and site Master Plan for the next generation of UMOCA visitors. With no major improvements to the building since its construction in 1977, the UMOCA Master Plan addresses modern space needs for the interior of the museum, as well as significant site improvements for improved visibility of the museum.

This UMOCA Master Plan addresses many issues with the building, but also creates a vision for how the museum could become a more integral part of a visit to downtown Salt Lake City, whether from out of state tourists or from residents of Salt Lake County looking for a unique experience.

The UMOCA Master Plan develops schematic interior programming for updates to the museum interior through improvements such as wayfinding, navigation, and added gallery space; and exterior through increasing the iconic downtown landscape through dynamic public art located in the cross-section of the most significant cultural corridors in the state (Temple Square, Abravanel Hall, City Creek, and the Salt Palace all within walking distance of the Vivint Arena). As development investments are made in this area, thus increasing foot traffic and visitation, SL County can invest in, improve, and increase the reach of its arts offerings it has long supported.

The attached documents show schematic concepts for those interior and exterior improvements and high-level design approaches to those spaces.

23. Construction information including: construction cost estimate from a qualified professional, master construction budget, LEED planning (if applicable), and contingency plans for cost overruns.
Please also upload above mentioned construction information documents to the Documents tab.
See attached financial and planning documents

24. Type of tourism promotion services
-answer not presented because of the answer to #12-

25. Goals and objectives of tourism promotion services
-answer not presented because of the answer to #12-

26. Scope of Work, including expected deliverable and timeline
-answer not presented because of the answer to #12-

27. Payment schedule for the promotional work and expenses
-answer not presented because of the answer to #12-

Documents *top*

Documents Requested *	Required?	Attached Documents *
REQUIRED: TRCC Project Budget Worksheet (use provided template; also available in Resources section above) download template	☑	TRCC Project Budget Worksheet
REQUIRED: ORGANIZATIONAL BUDGET: Attach three years of your organization's budget to this application, including your current budget year. If submitting a municipal budget, please include relevant sections, not the entire budget	☑	2020 Budget 2021 Budget 2022 Budget
REQUIRED: Evidence of local support and community need (may include feasibility study results if applicable, press coverage, support letters from community members and arts & cultural organizations in your area, etc) (Q6)	☑	Letter of Support_Visit Salt Lake Letter of Support_Symphony Letter of Support_Downtown Alliance Letter of Support_Diane Stewart
OPTIONAL: Attendance data and evidence of appropriate project size/need (Q7)		Attendance Reports UMOCA Annual Report
CONSULTING PROJECTS (REQUIRED): Detailed consultant project budget by a qualified professional (Q16)		Consultant Budget Estimate
CAPITAL PROJECTS (REQUIRED): Deed or contract to purchase property or lease agreement either executed or pending agreement (Q18)		SL County Lease
CAPITAL PROJECTS (OPTIONAL): Budget plan for future maintenance and operating expenses (Q20)		
CAPITAL PROJECTS (OPTIONAL): Architectural documents (may include site plan, space program, schematic design) (Q22)		Master Plan UMOCA Master Plan
CAPITOL PROJECTS (REQUIRED): Construction information documents, construction cost estimate by a qualified professional, master construction budget by a qualified professional. (Q23)		Facility Condition Assessment Building Isolation Study Building Isolation Study
TOURISM PROMOTION (REQUIRED): Detailed project budget		

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Application ID: 409059

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RESOLUTION NO. _____ ADOPTED: _____, 2023.

RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE LEASE AGREEMENT WITH THE UTAH MUSEUM OF CONTEMPORARY ART

WHEREAS, Utah Museum of Contemporary Art ("UMOCA") currently occupies a County owned building located at 20 South West Temple, Salt Lake City.

WHEREAS, UMOCA is currently fund raising in order to construct interior and exterior building improvements;

WHEREAS, the County has reviewed various project plans and will have approval over final improvements;

WHEREAS, as part of UMOCA's fund-raising efforts, the parties have agreed to extend the lease term. Extension of the lease term is conditioned on UMOCA's installation of agreed upon improvement; and

WHEREAS, pursuant to SLCo. Ordinance 3.36.030 a lease of 20 years or longer is considered a disposition of Real Property and as such requires Salt Lake County Council approval.

WHEREAS, it has been determined that the best interests of Salt Lake County will be served by entering into the attached lease with UMOCA for the building located at 20 South West Temple, Salt Lake City, more particularly described in the attached lease.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the lease between Salt Lake County and UMOCA. is accepted and approved, and that the Mayor is authorized to execute said lease (as attached hereto as Exhibit "A") and any additional documents necessary to effectuate the above referenced lease.

[Signature Page to Follow]

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton

ATTEST:

_____
Lannie Chapman
Salt Lake County Clerk

Reviewed and Advised
as to Form and Legality

_____
Deputy District Attorney

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

Agenda Item

File #: 23-1172

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Formal Adoption of An Ordinance, Amending Title 19, Entitled “Zoning” of the Salt Lake County Code of Ordinances, 2001, to Reclassify Certain Property Located in Salt Lake County from the A-2 Zone (Agriculture) to the A-1 Zone (Agriculture)

Requested Agenda Item Description: Formal Adoption of An Ordinance, Amending Title 19, Entitled “Zoning” of the Salt Lake County Code of Ordinances, 2001, to Reclassify Certain Property Located in Salt Lake County from the A-2 Zone (Agriculture) to the A-1 Zone (Agriculture)

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Justin Taylor, Planner I.

Time Needed: 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Justin Taylor, Planner I.

Are Supporting Documents Needed for this Agenda Item Request? Yes

SALT LAKE COUNTY
ORDINANCE

_____,2023

AN ORDINANCE, AMENDING TITLE 19, ENTITLED "ZONING" OF THE SALT LAKE COUNTY CODE OF ORDINANCES, 2001, BY RECLASSIFYING CERTAIN PROPERTY LOCATED IN SALT LAKE COUNTY FROM THE A-2 ZONE (AGRICULTURE) TO THE A-1 ZONE (AGRICULTURE).

The Salt Lake County Council of Salt Lake County, State of Utah, ordains as follows:

Section 1: Section 19.06.020, Zoning Maps of Salt Lake County Code of Ordinances, 2001, is hereby amended, as follows:

The property described in Application #REZ2023-000944 filed by Adam Von Maack and located at approximately 3198 North 2200 West within Salt Lake County, is hereby reclassified from the A-2 Zone (Agriculture) to A-1 Zone (Agriculture), said property being described as follows:

PARCEL #: 08-0+-276-022-0000

LEGAL DESCRIPTION:
Beginning at a point South 89°26'23" East 2670.209 feet along the Section line to a Davis County Surveyor's office brass cap monument marking the Northeast Corner of Section 9 and South 00°41'16" West 2614.257 feet and WEST 527.550 feet and NORTH 169.000 feet and WEST 379.700 feet and NORTH 127.000 feet from the North Quarter Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence WEST 433.050 feet, more or less, to the easterly line of 2200 West Street; thence North 16°55'48" West 147.388 feet along said easterly line of 2200 West Street; thence EAST 475.970 feet; thence SOUTH 141.000 feet to the point of beginning.

Containing 64086 square feet or 1.47121 acres, more or less.

CONTAINS: 64,086 square feet
Or 1.47121 acres

Section 2: The map showing such change shall be filed with the Salt Lake County Planning Commission in accordance with Section 19.06.020 of the Salt Lake County Code of Ordinances, 2001.

Section 3: This ordinance shall take effect fifteen (15) days after its

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

IN WITNESS WHEREOF, the Salt Lake County Council has approved, passed and adopted this ordinance this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

_____
Aimee Winder Newton, Chair

ATTESTED:

_____
Lannie Chapman, County Clerk

REVIEWED AS TO FORM/LEGALITY

By:_____
Deputy District Attorney

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

SUMMARY OF

SALT LAKE COUNTY ORDINANCE NO. _____

On the ____ day of _____, 2023, the County Council of Salt Lake County adopted Ordinance No. _____, amending Section 19.06.020, Zoning Maps of Salt Lake County Code of Ordinances, 2001, to reclassify property located at approximately 3198 North 2200 West within Salt Lake County, from the A-2 Zone to the A-1 Zone.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

_____
Lannie Chapman
Salt Lake County Clerk

REVIEWED AS TO FORM & LEGALITY
Salt Lake County
District Attorney's Office

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

A complete copy of the ordinance is available in the office of the Salt Lake County Clerk, 2001 South State Street, N2-100A, Salt Lake City, Utah.

Files # REZ2023-000944

Conditional Use Summary

Public Body: Salt Lake County Council
Meeting Date: October 24, 2023
Parcel ID: 08-09-276-022-0000
Current Zone: A-2
Property Address: 3198 N 2200 W
Request: Rezone from A-2 to A-1
Applicant Name: Adam Von Maack
MSD Planner: Justin Smith
MSD Planning Staff Recommendation: Planning Commission Recommendation of Approval
Salt Lake County Planning Commission Recommendation: Approval

PROJECT SUMMARY

The applicant, Adam Von Maack, is applying on behalf of the owner to rezone the property from A-2 to A-1 for the purposes of subdividing the lot into two. The subdivision will be done through a separate application.

SITE & ZONE DESCRIPTION

The property is located along the east side of 2200 W in an unincorporated area between Legacy Parkway and the Great Salt Lake. The lot currently has a barn, a home, and a garage. The properties to the north, south and east are zoned A-2. The property to the west is in Salt Lake City and is zoned AG-5 (Agricultural), with the larger vacant properties to the southwest being zoned BP (Business Park). The land uses immediately adjoining this lot are: vacant agricultural land to the north and east, and single family residential to the west and south. The residential lots on the east side of 2200 West generally range in size from 1 - 2 acres, with the majority of the lots on the west side of 2200 West in that vicinity being about ½ acre in size. There are also a number of nonconforming home-based contractor/construction businesses in the area.



ISSUES OF CONCERN/PROPOSED MITIGATION

The Greater Salt Lake Municipal Services District and reviewing agencies have reviewed the application and have not spotted any issues with the rezone. No other departments or reviewing agencies have pointed out any issues of concern and have given an “ok” to the conceptual review.

PLANNING STAFF ANALYSIS

General Plan Considerations

This area of Salt Lake County is covered under two separate plans. The two plans are the West General Plan from Salt Lake County the Northpoint Area Plan from Salt Lake City. The West General Plan designates this area as agricultural in the future land use map. This matches both the existing and proposed zones. Salt Lake City has their own Northpoint Area Plan that was adopted in April of 2000. Salt Lake City has written an updated draft of the Northpoint Area Plan that has been approved by the Salt Lake City Planning Commission, but not the Salt Lake City Council. Both Northpoint Area Plans mention support for annexing properties in this area. The Northpoint Area Plan Draft shows this area as a transitional area that is intended as more of a light industrial

area to serve as a buffer between agricultural and residential properties and more intensive industrial properties. Salt Lake City provides some services in the area such as fire and water.

Review Criteria

As a legislative decision, the ordinance does not have set criteria by which to decide a specific rezone application. However, 19.02.020 - Purpose of provisions, of the County Zoning Ordinance states:

"This title is designed and enacted for the purpose of promoting the health, safety, morals, conveniences, order, prosperity and welfare of the present and future inhabitants of Salt Lake County, including, among other things, the lessening of congestion in the streets or roads, securing safety from fire and other dangers, providing adequate light and air, classification of land uses and distribution of land development and utilization, protection of the tax base, securing economy in governmental expenditures, fostering the county's agricultural and other industries, and the protection of both urban and nonurban development."

The proposed rezone would not conflict with the purpose of the zoning ordinance as the proposed A-1 zone allows for agricultural land uses. The subsequent subdivision of land will also be done in compliance with the A-1 zone, which requires a setback of 30 feet and the barn currently sits at just over 30 feet away from the front property line. The A-1 zone allows for an agricultural building to be the main building on a lot, and if approved, the subdivision plat will indicate that the barn is an agricultural rather than a commercial or other type of building.

The property is within the Shoreline Heritage Area of the West General Plan, and is designated as being agricultural. Both the A-1 and A-2 zone allow agricultural land uses compatible with agricultural properties in the area. The Future Land Use Table on page 14 of the plan indicates "Ranching, grazing, farming, and other types of agricultural uses" as the primary future land use in this area, with "Large lots" being the desired residential range. Key Characteristics for the area include "Agricultural uses. Combination of large working farms and 2-5 acre or greater. Area suggested to continue as agriculture." As can be seen in the aerial photo in this staff report, the overall trend for this area (as with many other agricultural areas and communities throughout Utah) is for single family residential lots in the 1/3 - 1 acre range along the main roads, with the larger farming and ranching parcels being behind those lots, offset from the road. The goals and strategies of the general plan are very much in line with the purposes of the zoning ordinance cited above. With the subject property already being developed with a home and barn, the impacts of the proposed zone change would not present any conflicts with 19.02.020 or the goals of the general plan. Looking to the future, the most likely long-term scenario would be the eventual replacement of the barn with a single family dwelling, which would be in harmony with the development pattern on that section of 2200 West.

In the past, Salt Lake City has made efforts to annex this section of Salt Lake County. In the Northpoint Small Area Plan Draft, Salt Lake City designates the area as a transitional zone for mitigating the impacts of business and industrial development on agricultural and residential properties. We have reached out to Salt Lake City Planning and Zoning for comments. The Salt Lake City Planning Department stated that the only concern regarding the rezone is that Salt Lake City does not have an agricultural zone that allows for 10,000 square foot lots and residential uses. The new zone could create a situation in which the property owner may not have the same development rights if the land is annexed into Salt Lake City.

The Salt Lake County Planning Commission makes recommendations to the Salt Lake County Council for rezones. The Salt Lake County Council is the decision-making body for rezones and will weigh the recommendation of the Planning Commission.

Based on the above analysis, MSD staff has found that the proposal is consistent with the surrounding land uses as well as the general plan. Full compliance with required ordinances and policies will be verified through the subsequent technical review process before the issuance of the Land Use permit, and license inspection process.

PLANNING STAFF RECOMMENDATION

Based on the findings stated above, the Salt Lake County Planning Commission recommend approval of the rezone to the Salt Lake County Council.

ATTACHMENTS:

A. Site Plan
B. Narrative
C. Legal Description

LaVal Drechsel
3819 North 2200 West
Salt Lake County, Utah 84116

August 3, 2023

Greater Salt Lake Municipal Services District
C.o. Morgan Julian, Planner I
2001 S. State Street | #N 3-600
Salt Lake City, Utah 84190

In Re: Proposal Narrative - Parcel 08-09-276-002 - Application for Re-Zone

Dear Ms. Julian:

Concurrently with this writing I submit my applications for the Re-Zone and Minor Subdivision of Parcel 08-09-276-002. The purpose of the re-zone is to accommodate the minor subdivision from a single parcel into 2 parcels. There is currently a single-family home and a barn on the property. I would like to sell the home to my family member and keep my barn. In order to sell the home to my family member I need to separate the one parcel into two parcels. My surveyor has provided the proposed subdivision plat with my barn on .65 acres and the home on .82 acres. Please let me know if you have any questions.

Sincerely,

LaVal Drechsel

BOUNDARY DESCRIPTION

Beginning at a point South 89°26'23" East 2670.209 feet along the Section line to a Davis County Surveyor's office brass cap monument marking the Northeast Corner of Section 9 and South 00°41'16" West 2614.257 feet and WEST 572.550 feet and NORTH 169.000 feet and WEST 379.700 feet and NORTH 127.000 feet from the North Quarter Corner of Section 9, Township 1 North, Range 1 West, Salt Lake Base and Meridian and running thence WEST 433.050 feet, more or less, to the easterly line of 2200 West Street; thence North 16°55'48" West 147.388 feet along said easterly line of 2200 West Street; thence EAST 475.970 feet; thence SOUTH 141.000 feet to the point of beginning.

Containing 64086 square feet or 1.47121 acres, more or less.

Agenda Item

File #: 23-1141

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Advice and Consent for Housing Trust Fund Advisory Board Reappointments:

Jeffery L. Davis, District 1
Matthew R Dahl, District 4
Michael D Maloy, District 2

Requested Agenda Item Description:
Jeffery L. Davis, District 1
Matthew R Dahl, District 4
Michael D Maloy, District 2

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Michelle Hicks, Operations Manager

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? Yes and I will send the request in writing

Requesting Staff Member: Ashley Perry, Executive Assistant

Are Supporting Documents Needed for this Agenda Item Request? Yes

Application Form

Profile

Jeffery (First Name) | L (Middle Initial) | Davis (Last Name)

[redacted] (Email Address)

MSR Design (Employer) | Architect (Job Title)

[redacted] (Home Address) | (Suite or Apt)

[redacted] (City) | [redacted] (State) | [redacted] (Postal Code)

[redacted] (Primary Phone)

Which Boards would you like to apply for?

Housing Trust Fund Advisory Board: Submitted

Referred by:

[redacted]

Qualifications

Please tell us about yourself.

I am an architect with over 25 years of experience and with expertise in sustainability, living buildings and net-zero facilities. I have completed planning and design work on over five million square feet of public projects. I have worked in Salt Lake City most of my career with several years in California while still working for a Salt Lake firm. I have housing experience of a variety of types and now work for a national firm, MSR Design, where we have expertise in affordable housing and sustainability.

Why are you interested in serving on a board or commission?

I have always volunteered my time to better our society and recently left the Valley Vision board centered in Sacramento California where we addressed regional issues that included workforce, transportation, healthcare, mental health, and affordable housing among others. I would like to give back to the community by sharing my expertise in supporting important issues in our region. I have a personal interest in serving on boards that deal directly with underserved populations and have experience with community engagement and building projects for underserved populations that are healthy and affordable services.

What education, work experience, or volunteer experience do you have that applies to the board you are applying for?

Education: Masters of Architecture University of Utah 2001 Experience: Expertise in public architecture, sustainability, living buildings, community engagement, social equity projects including housing, libraries, recreation centers, senior centers also including work for city, county and state institutions. I have also been an adjunct instructor at the University of Utah for multiple architecture courses and have several published articles including expertise in sustainability with the Library Journal's cover article. I was also the Director of Social Equity for Arch Nexus. Volunteer Experience: Salt Lake City People's Freeway Community Council Chair, Weber County Planning Commission Chair, Board Member Center of Documentary Arts and Expression, multiple community engagement processes, architecture juries, university guest lectures, and multiple pro-bono services for nonprofits and underserved organizations.

What unique perspectives could you bring to the board?

With a combination of housing experience, housing expertise resources, social equity professional and volunteer experience and sustainability expertise I can provide a perspective and evaluation of how projects and funds can be best used to meet the needs of the underserved public in creating sustainable projects that can maximize the initial value to create lower operating costs and healthier buildings for people to have a sustained and honorable way of life no matter their circumstances.

[redacted]

Upload a Resume

Demographics

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Are you a Salt Lake County employee?

○ Yes ◉ No

Are you a current member of another Salt Lake County board or commission?

○ Yes ◉ No

Race/Ethnicity *

[redacted]

District *

☑ District 1

Gender Pronouns *

[redacted]

Age Range *

[redacted]

Jeffery L Davis

Languages *

- [x] English

Political Affiliation

[redacted]

Jeffery L Davis

Jeffery L Davis Resume
Re: SLCO Housing Trust Fund Advisory Board
July 7, 2022

Jeffery recently joined MSR Design. He has been involved in the planning and design of more than five million square feet of public building space. As a SEED accredited professional, he has deep experience in public engagement, positively impacting underserved and culturally diverse communities across the western United States. Jeff's sustainable design experience includes working on nine LEED certified projects (including a LEED Double Platinum certified project), Living Building Challenge planning for four projects, and serving as project manager for the design of California's first Living Building Challenge certified project. His project work has won more than 25 design and sustainability awards, including five AIA Utah Honor Awards and a national ENR Green Project of the Year Award.

Select Projects

Providence Place Apartments | Salt Lake City, UT
These affordable apartments in Salt Lake City include 125 bedroom units. The housing uses the Low-Income Housing Tax Credit (LIHTC) Providence Place apartments was a finalist for the 2012 NAHB Multifamily Pillars of the Industry Award for Best Affordable Apartment Community and features six unique floor plans and a variety of community amenities. https://www.providenceplaceisyourhome.com

SMUD Living Future Project Accelerator | Sacramento, CA
SMUD is a community owned electric utility for the City of Sacramento. Through their community funding and in collaboration with the International Future Living Institute (ILFI) Jeff was able to work with local Sacramento Developers to assess and identify how to incorporate Living Building Challenge components into their projects including affordable and market rate housing.

Epic Building Challenge | California
GFO-20-305 - The Next EPIC Challenge: Reimagining Affordable Mixed-Use Development in a Carbon-Constrained Future: Jeff was involved in the 2021 competition for affordable housing in working as a part of a housing, sustainability, and community engagement expert team for two winning proposals. https://www.energy.ca.gov/solicitations/2020-12/gfo-20-305-next-epic-challenge-reimagining-affordable-mixed-use-development

Salt Lake City Neighborhood Housing | Salt Lake City, UT
Jeff Davis donated architectural services to Salt Lake City Neighborhood Housing as they developed low-income housing on the west side of Salt Lake City. Jeff's design work was used to help develop plans and funding for future development.

SMUD Living Future Project Accelerator | Sacramento, CA
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Arts & Culture El Dorado Adaptive Reuse Artist Housing | Placerville, CA
Set in the historic Gold Country of California's Sierra Nevada Mountains is the non-profit arts & culture El Dorado. In working with the City of Placerville Jeff completed a master plan for the arts district and designed the adaptive reuse of two National Historic Register buildings, the city's original city hall and fire house, into administration, gallery, and affordable artist housing. The housing was designed as live-work spaces for artists and created different sizes and layouts to accommodate a variety of art mediums.

Professional and Community Service

"We make a living by what we do, but we make a life by what we give."
- Winston Churchill

Boards, Committees, Volunteer, Outreach, and Academic Guest Instruction:

1988-Present	The Church of Jesus Christ of Latter-Day Saints (various teaching and leadership service callings and service projects)
2020 – 2022	Arch Nexus Director of Social Equity Community Outreach Programs
2020 – 2022	Sacramento Coalition for Digital Inclusion
2018 – 2022	Valley Vision Board of Directors; Sacramento
2018	Stockton Community Outreach
2018	Sugar House Community Outreach
2017	Daybreak Community Outreach
2015 – 2017	Kearns Community Outreach
2014-2016	Boise Community Outreach
2016	Consumes River College Guest Lecturer
2015 – 2018	Merit Badge Counselor – Boy Scouts of America
2015 -2016	Assistant Scout Master – Boy Scouts of America
2016-2017	City of Sacramento Cultural Master Plan Committee
2004 – 2015	Center for Documentary Arts Board of Directors
2014	21st&21st Parklet
2014	Greenwood Charter Community Outreach
2013	Glendale Community Outreach
2013	West Weber Elementary Architecture Presentation
2011	Venture Academy 9th Grade Curricula Support / Volunteer Teaching
2011	Leonardo Museum Teaching Lab Volunteer
2009 – 2010	AIA Utah Board of Directors
2009 – 2010	AIA Utah Committee on Design and the Environment Board Liaison
2010	Educating Children Through Architecture, ECTA – Escalante Elementary
2010	Jr. Basketball Coach
2010	Mosquito Days Committee Treasurer / Grant Writer
2009	Millcreek Community Outreach
2009	AIA Utah TAP Committee Board Liaison
2009	AIA Utah Architecture in Healthcare Board Liaison
2009	Coach Pitch Baseball Coach
2009	Mosquito Days Grant Writer
2007 – 2009	AIA Utah Fellowship and Honors Committee Member
2005 – 2008	Western Weber County Township Planning Commission Vice Chair 2006, Chair 2007
2008	Mosquito Days Grant Writer
2007	University of Utah College of Architecture + Planning Architecture Graduate Design Studio Guest Lecture Dance Studios and Performing Arts Space
2007	2007 AIA Utah Awards Chair, Design and Achievement Awards
2007	T-Ball Baseball Coach
2007	Mosquito Days Committee Member
2006	Salt Lake Community College Architecture 2320 Architectural Rendering and Animation II Guest Lecturer – Visiting Critic
2005	The Leonardo; Sebastio Salgado Exodus Exhibit Donated Architectural Services

	Renovation of previous SLC Library into temporary Art Gallery
2004	Logan Community Outreach
2004	University of Utah College of Architecture + Planning Architecture 3051 Communications II Guest instructor for architectural design direction
2004	Salt Lake City Unity Center and Sorenson Center Expansion Health and Fitness Sub-committee Chair
2004	Educating Children Through Architecture, ECTA – Monroe Elementary Co-Instructor 4th Grade Monroe Elementary Class
2003-2004	Salt Lake City Unity Center and Sorenson Center Expansion Advisory Board Steering Committee
2003-2004	Trinity AME (African Methodist Episcopal) Church – Historical Renovation and Addition Advisory Board Committee
2003	Trinity AME (African Methodist Episcopal) Church – Historical Landmark – rendering volunteer services
2003-2004	Salt Lake Neighborhood Housing – Home Design and Construction Document Volunteer Services
2003-2004	People's Freeway Community Council Chair
2003	People's Freeway Community Council 1st Vice Chair
2002-2003	People's Freeway Community Council Secretary
2001	Salt Lake City Inter-modal Hub Architect Selection Committee

Experience

Jan 2022 – Present
Dec. 2002 – 2022

MSR Design
Design Architect, Architectural Nexus
Senior Principal, Director of Social Equity
2505 E Parleys Way
Salt Lake City, UT 84109
(801) 924-5000

Positions:

- Senior Principal
- Director of Social Equity
- Senior Principal
- Vice President Sacramento
- Director of Sustainability
- Executive Committee
- Principal
- Neighborhood Leader (Staff Manager)
- Associate Chair
- Associate

Fall Semester 2009

Visiting Faculty Graduate Design Studio Instructor Arch 6005
University of Utah College of Architecture + Planning
375 S. 1530 E. #235
Salt Lake City, UT 84112-0370

Fall Semester 2004

Adjunct Associate Instructor, Design Workshop 2630
University of Utah College of Architecture + Planning
375 S. 1530 E. #235
Salt Lake City, UT 84112-0370

Fall Semester 2003	Adjunct Associate Instructor, Design Workshop 2630 University of Utah College of Architecture + Planning 375 S. 1530 E. #235 Salt Lake City, UT 84112-0370
May 2001 – Dec. 2002	Intern Architect, Gould Evans Associates 380 W. 800 S. - Salt Lake City, UT 84101 (801)532-6100
2001 Spring Semester	Word & Image Basic Design Teaching Assistant Arch 2631 Tom Kass & Martha Bradley
2000 Spring Semester	Introduction to Architecture Teaching Assistant – Martha Bradley
Dec. 1999 - Jan. 2001	Intern Architect, Prescott Muir Architects 171 West Pierpont Ave. - Salt Lake City, Utah 84101 (801) 521-9111
August 1996 - Dec. 1999	Intern Architect, dka architecture, D. Kim Anderson Architect 165 South West Temple Street - Salt Lake City, Utah 84101 Suite #300 (801) 355-4558
July 1994 - August 1996	Missionary, The Church of Jesus Christ of Latter-day Saints Zurich Switzerland Mission; German Speaking
Dec. 1993 - July 1994	Draftsman, dka architecture, D. Kim Anderson Architect 165 South West Temple Street - Salt Lake City, Utah 84101 Suite #300 (801) 355-4558
June 1993 – Dec1993	Draftsman, Daniel Cook Architects, Residential Design Center - Ogden, Utah
June 1992 - June 1993	Mentee / Intern / Draftsman, Kenneth Hasenoehrl Architect Ogden, Utah
June 1991 - Nov. 1991	Custom Home Construction, Woodfield Custom Design North Ogden, Utah - Alan Woodfield (801) 782-430

Youth Work Experience prior to 1991

Knights Dairy – Milking Cows

Davis Custom Meat Cutting

Steven Davis Farm – Hay Hauler

Ervin Davis Farm – Hay Hauler

Davis Produce

Application Form

Profile

Matthew
First Name

R
Middle Initial

Dahl
Last Name

[redacted]
Email Address

Midvale City
Employer

City Manager
Job Title

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]
State

[redacted]
Postal Code

[redacted]
Primary Phone

Which Boards would you like to apply for?

Housing Trust Fund Advisory Board: Submitted

Referred by:

[redacted]

Qualifications

Please tell us about yourself.

I have lived in Salt Lake County since 2004. My entire career has been dedicated to public service. I have 15 years of experience as a redevelopment project manager in Midvale and Salt Lake City. I am currently the City Manager for Midvale City, where I lead 90 employees in serving Midvale's 36,000 residents.

Why are you interested in serving on a board or commission?

I believe Utah's housing crisis is one of the most important issues facing the state. Access to safe and affordable housing is the foundation for individual and community success in areas such as education, economic development, and healthcare. It is my hope that I can support Salt Lake County's efforts to address housing issues in our communities through my experience in municipal government administration and redevelopment.

What education, work experience, or volunteer experience do you have that applies to the board you are applying for?

I have 15 years of experience as a redevelopment project manger in Salt Lake City and Midvale. During this time I gained significant experience in tax increment financing, real estate development, and construction lending. Housing development was a central part of my portfolio while working in redevelopment, which allowed me to work and develop relationships with housing advocates, government agencies, and private developers. I also served for three years as a Commissioner on the Utah Commission on Housing Affordability, where I participated in the development of housing legislation. I currently serve as Midvale's City Manager. As City Manager, I have gained significant experience directly addressing housing needs within the community, as well as addressing related issues that also support housing affordability, preservation, and development. These issues includes infrastructure development, land use planning, public safety, and code enforcement.

What unique perspectives could you bring to the board?

I bring the perspective of a city manger and redevelopment project manger. I have experience working with private and public organizations to fund and construct housing developments in a large and small cities. I also have experience administering municipal programs, policies, projects that support housing development and preservation.

[redacted]

Upload a Resume

Demographics

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Are you a Salt Lake County employee?

○ Yes ◉ No

Are you a current member of another Salt Lake County board or commission?

○ Yes ◉ No

Race/Ethnicity *

[redacted]

District *

☑ District 4

Gender Pronouns *

[redacted]

Age Range *

[redacted]

Languages *

- [x] English

Political Affiliation

[redacted]

Matt Dahl

[redacted]

Experience:

Midvale City– Salt Lake City, UT
City Manager 2021-Present
Assistant City Manager 2019-2021
Redevelopment Director 2017-2019

- Serve as chief administrative officer, leading 90 employees and serving 36,000 people.
- Serve as cities primary legislative liaison.
- Serve as city's chief budget officer, and supervise capital asset planning.
- Managed the preparation and approval of the Midvale City Housing Plan, Midvale Main Street Small Area Plan, and Main Street Form Based Zoning Ordinance.
- Directed the redevelopment of three RDA project areas, containing 800 acres of land and $700,000,000 in value.
- Administered Redevelopment Agency budget.
- Managed real estate transactions. In 2017, managed the acquisition and disposition of 260 acres in the Jordan Bluffs Project Area.

Utah Commission on Housing Affordability – Salt Lake City, UT
Commissioner: 2018 - 2021

- Considered and recommended policy proposals to address Utah's affordable housing crisis.
- Chaired the Commission's Leveraging Financial Resources Advisory Group (2018-2019)

Utah Redevelopment Association – Salt Lake City, UT
President: 2010-2015, 2017-2020
Vice President for Public Relations and Education: 2007-2010

- Acted as a liaison between state legislators and redevelopment administrators on issues related to redevelopment, land use, economic development, and tax increment.
- Collaborated with state legislators, lobbyists, and redevelopment administrators in drafting legislation that amended the Community Reinvestment Agencies Act (Title 17C).
- Organized urban renewal seminars and provided training on issues pertaining to the creation of new urban renewal, community development, and economic development project areas.
- Managed Association's membership marketing and retention.

Salt Lake City Corporation – Salt Lake City, UT
Housing and Neighborhood Development Division Deputy Director: 2015-2017

- Responsible for management and operations of the Housing and Neighborhood Development Division in the absence of the division director.
- Managed Salt Lake City's Real Estate Services, Capital Asset Management, and Housing Development Groups. .

- Responsible for the redevelopment of City-owned properties, including site planning, marketing, deal negotiation, and project oversight.
- Developed and manage Salt Lake City's Housing Innovation Lab, a public/private partnership to identify innovative designs, materials, and construction methods for affordable housing.

Redevelopment Agency of Salt Lake City - Salt Lake City, UT
Senior Project Manager: 2011-2015
Project Manager: 2007-2011
Project Coordinator: 2004-2007

- Managed public infrastructure projects with a combined cost exceeding $10.0 million.
- Negotiated real estate development transactions with a combined value exceeding $40.0 million.
- Administered Redevelopment Agency of Salt Lake City (RDA) Construction Loan Program. Originated and serviced over $18.5 million in loans.
- Negotiated and administered contracts for construction, architectural, environmental remediation, transportation planning, and engineering services as part of infrastructure and real estate development projects.
- Researched, developed, and proposed real estate and infrastructure development plans, policies, programs, and projects for approval by the Salt Lake City Council.
- Managed two preservation projects that received Heritage Awards from the Utah Heritage Foundation.
- Successfully prepared federal grant applications for transit and environmental remediation programs.
- Negotiated and administered a $3.0 million grant that partially funded the construction of 214 affordable housing units. The grant recipient was a local non-profit organization that provides services for homeless individuals and families.
- Managed the relocation of 117 single-room occupancy hotel tenants. Relocation assistance required coordination with housing and social service providers, as well as negotiating arrangements for the construction of replacement housing.
- Worked with private developers and public regulators in negotiating and administering Purchase and Sale and Development Agreements for the development of multi-family housing and commercial projects. Administration of the agreements included construction inspection, assistance with entitlements, budget oversight, and change order review. The process also required coordination with various local municipal departments, community councils, commissions, and the Salt Lake City Council.
- Developed and oversaw staff education program.
- Supervised a four-person development team.

Education:

Colorado Mesa University Grand Junction, CO
B.A., Social Science (Political Science and Economics): 1999-2003
Magna Cum Laude

Application Form

Profile

Michael (First Name) | D (Middle Initial) | Maloy (Last Name)

[redacted] (Email Address)

Herriman City (Employer) | Planning Director (Job Title)

[redacted] (Home Address) | (Suite or Apt)

[redacted] (City) | [redacted] (State) | [redacted] (Postal Code)

[redacted] (Primary Phone)

Which Boards would you like to apply for?

Housing Trust Fund Advisory Board: Submitted

Referred by:

[redacted]

Qualifications

Please tell us about yourself.

I am a University of Utah graduate with a Bachelor of Science degree in Urban Planning and have 24 years of professional experience in city planning. I am currently employed by Herriman City as Planning Director and teach part-time at the University of Utah in the City & Metropolitan Planning Department. I am also actively serving as a committee member with the American Planning Association Utah Chapter.

Why are you interested in serving on a board or commission?

I am passionate about city planning and recognize the need for safe housing in nurturing communities. Through the pandemic, I have personally studied the impacts of racism in housing and equity in the United States, as well as the impact of evictions on society. While working for Salt Lake City, I was responsible for the creation of the first Accessory Dwelling Units ordinance in the city, and drafting zoning regulations for the new Homeless Resource Centers program.

What education, work experience, or volunteer experience do you have that applies to the board you are applying for?

Beyond my formal education, I am a well-known advocate for reading professional literature, which complements and extends the benefits of practical experience. Since graduation, I am read over 80 books on city planning, history, urban design, and related social issues. And in addition to my professional experience, I served for eight years on the North Tooele City Special Service District as a voting Board Member and was responsible for district maintenance of public improvements within a large residential neighborhood.

What unique perspectives could you bring to the board?

As a city planner with 24 years of experience in six cities along the greater Wasatch Front, I have listened to and advised members of the general public, appointed and elected officials, property owners, and development partners on how to make "great communities happen." which includes safe, accessible, and desirable housing. Through these experiences, I have learned that good urban design is achievable--and necessary--for all household demographics, incomes, types, and scales.

[redacted]

Upload a Resume

Demographics

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Are you a current member of another Salt Lake County board or commission?

○ Yes ◉ No

[redacted]

☑ [redacted]

District *

☑ District 2

Gender Pronouns *

[redacted]

Age Range *

[redacted]

Languages *

☑ English

Michael D Maloy

Political Affiliation

[redacted]

Michael D Maloy

Michael D. Maloy, AICP

[redacted] [redacted]
[redacted] [redacted]

Education and Experience

- Bachelors of Science degree in Urban Planning, University of Utah (2003)
- Received certification from the American Institute of Certified Planners (2006 – present)
- National Community Planning Month Chair for Utah Chapter of the American Planning Association (2006 – present)
- Editor of the *Utah Planner*, the official newsletter of the Utah Chapter of the American Planning Association (2007 – 2021)
- Presented at local and national conferences for Utah League of Cities and Towns, Utah Chapter of the American Planning Association, National Collegiate Schools of Planning, and American Planning Association
- Approximately 24 years of broad professional city planning experience

Employment History

Herriman City (12/2017 to present)
Planning Director. Oversee city planning activities and staff within one of the fastest-growing cities in the United States, which grew 128% from 2010 to 2020 and has a population estimate of 58,198 in July 2021 (United States Census Bureau).

University of Utah (01/2010 to present)
Associate Instructor. Design and instruct an annual semester-length course on planning literature for undergraduate and graduate students in the Department of City & Metropolitan Planning. Also, serve on a bi-annual Graduate Student Admissions Review Committee.

Salt Lake City (01/2007 to 12/2017)
Senior Planner. Duties included current and long-range planning—completing more than 500 projects. Assigned as Interim Team Leader for Long Range Planning section in 2007. Promoted to Senior Planner in 2015 and served as Planning Intern Supervisor until December 2017.

City of Taylorsville (09/2000 to 01/2007)
City Planner. Performed long-range and current planning services for an "inner ring" suburban community with a population of 60,000. Primary responsibilities included: 1) assisted general public with land use questions, requests, and applications for commercial and residential development, 2) coordinated with Community Development Director agenda items for Planning Commission meetings and pending development requests, 3) provided professional and technical support to the Planning Commission, Board of Adjustment, City Council, Mayor and other members of City staff, 4) authored and presented various technical reports and multi-media displays for public hearings, and 5) updated zoning code, subdivision ordinances, and general plan.

Tooele City (03/1999 to 09/2000)
Community Development Director. Responsible for supervision of twelve (12) employees, including City Building Official, Plans Examiner, and four (4) Building Inspectors. Also responsible for managing an annual budget of $695,000.00. Duties included: 1) serving as city planning advisor to Mayor, Planning Commission, and City Council, 2) assisting all members of the public with both commercial and residential development applications while ensuring city zoning and general plan compliance, and 3) routinely engaged in public speaking, media relations and public presentations regarding city planning and development issues.

Midvale City (04/1998 to 03/1999)
Associate City Planner. Responsibilities included: 1) published staff reports for Planning Commission and Board of Adjustment, 2) GIS coordination and implementation, 3) updated general plan and zoning ordinances as needed, 4) reviewed business license applications, 5) coordinated staff review of development proposals, and 6) provided customer service answering questions relative to general plan goals and zoning ordinance regulations.

Woods Cross City (06/1997 to 04/1998)
Planning Intern. Employed part-time in the Community Development Department. Responsibilities included: 1) zoning enforcement, 2) preliminary site plan review, and 3) home occupation permit review.

Associations

American Planning Association (APA) ● American Institute of Certified Planners (AICP) ● APA-Utah Chapter ● Congress for the New Urbanism-Utah Chapter

"Never doubt that a small group of thoughtful, committed citizens can change the world – indeed it is the only thing that ever has."
Margaret Mead, American Anthropologist, 1901-1978

Agenda Item

File #: 23-1160

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Consideration of a Resolution of the Salt Lake County Council authorizing the execution of an interlocal cooperation agreement providing for the distribution of a $40,000 Utah Division of Water Grant and $40,000 Salt Lake County match to the Greater Salt Lake Municipal Services District to be used for restoration of restroom facilities in Emigration Canyon

Requested Agenda Item Description: Salt Lake County is seeking approval to accept the Utah Division of Water Quality(DAQ) $40,000 grant funds for the Greater Salt Lake Municipal Services District on behalf of the Emigration Metro Township and for Salt Lake County to provide and transfer $40,000 matching funds for the restoration of a two-stall vault restroom facility in Emigration Canyon at the intersection of Pinecrest Road and Emigration Canyon Road.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Lisa Hartman, Associate Deputy Mayor of Regional Operations.

Time Needed: 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Helen Peters.

Are Supporting Documents Needed for this Agenda Item Request? Yes

State of Utah
GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of
Environmental Quality

Alan Matheson
Executive Director

DIVISION OF WATER QUALITY
Erica Brown Gaddis, PhD
Director

FILE COPY

November 28, 2018

Alison Weyher
Salt Lake County
2001 South State Street N-3100
Salt Lake City, UT 84190

Ms. Weyher:

Subject: Salt Lake County-Emigration Canyon Restrooms (#N1914)
FY19 Executed Copy of Utah Nonpoint Source Grant

Please find enclosed the fully executed copy of FY2019 Nonpoint Source Grant Agreement awarded to Salt Lake County. Invoices for expenditures may be submitted to:

Utah Division of Water Quality
Attn: Marsha Case
PO Box 144870
Salt Lake City, Utah 84114-4870

If you have any questions or concerns regarding this grant, please feel free to call me at 801-536-4315.

Sincerely,

Marsha Case

Marsha Case
Contract/Grant Analyst

DWQ-2018-013593 MS

Enclosure: FY19 Grant Agreement

U:\DIRECTOR\Mcase\1NPS\Project Files\Salt Lake County\1914 Emigration Canyon Restrooms\1914 Executed Grant Cover Ltr.docx
FILE: FY19 NPS Salt Lake County-Emigration Canyon Restrooms (#N1914)

#N1914
FY 2019 NONPOINT SOURCE GRANT AGREEMENT

WATER QUALITY HARDSHIP GRANT FUND

STATE OF UTAH

Department of Environmental Quality
Division of Water Quality

This Grant Agreement is entered into by and between the State of Utah, Department of Environmental Quality, Division of Water Quality, Water Quality Board (hereinafter the "BOARD") and

SALT LAKE COUNTY
Emigration Canyon Restrooms

(hereinafter the "GRANTEE"), applicant for a Hardship Grant under the Water Quality Board provisions contained in Title 73, Chapter 10C, Utah Code Annotated (hereinafter the "Act"). Pursuant to the provisions of the Act, and the powers and functions of the Water Quality Board, the BOARD hereby finds and determines, based upon the formal application of the GRANTEE, the evidence provided by the GRANTEE to the BOARD and its staff, and information developed by the BOARD in its own investigations on the application of the GRANTEE, the following, that:

1. The GRANTEE is a political subdivision, individual, corporation, association, state or federal agency, or other private entity pursuant to Utah Code Ann. § 73-10c-4.5 (1) that intends to acquire, construct, or implement a nonpoint source project as defined in Utah Code Ann. § 73-10c-2(9);

2. The proposed project has been determined to meet nonpoint source or wastewater project grant/loan considerations;

3. The project has been determined by the BOARD to not be economically feasible unless grant assistance is provided; and

4. The GRANTEE has been authorized by the BOARD pursuant to Utah Code Ann. § 73-10c-4(7) to receive a Hardship Grant.

Based upon these findings, the BOARD is authorized and empowered to, and does hereby, enter into the following agreement with the GRANTEE.

GENERAL PROVISIONS

1. The BOARD shall provide the GRANTEE the amount of **$40,000** ("Grant Amount") for the completion of the Project as described in the Plan of Work.

2. The agreement shall be: Effective from **JULY 1, 2018** ("Effective Date") and shall Expire **JUNE 30, 2021** ("Expiration Date").

3. If work on the Project is not completed by the Expiration Date. this Grant Agreement may be canceled by written notice from the BOARD to the GRANTEE. No work completed after receipt of the notice shall be reimbursable.

4. The GRANTEE shall comply with any special grant provisions identified herein.

5. The GRANTEE shall notify the BOARD in writing of any proposed modification to the Project that alters the Plan of Work and/or Grant Amount. Any such alternation must be approved in advance by the Board, and the Grant Amendment must be amended pursuant to Paragraph 10, below.If approval is not obtained prior to work being performed, the cost of the proposed modification will be disallowed.

6. The GRANTEE shall comply with all laws that normally govern its affairs in regard to contracts, fiscal procedures, and procurement procedures.

7. Within 45 days after the final grant invoice has been submitted for payment, GRANTEE shall submit to DWQ a "Final Report" for the Project prepared in accordance with DWQ's "Guidance for 319 & State NPS Grant Final Reports."

8. The GRANTEE shall indemnify and hold harmless the State of Utah, the Department of Environmental Quality and their officers, agents and employees from and against any and all loss, damage, injury, liability, and claims, including claims for personal injury or death, damages to personal property and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of this Grant Agreement by the GRANTEE, including attorneys fees and costs in the investigation or defense of any claim, whether or not the claim has merit.

9. The GRANTEE shall be an independent contractor, and, as such, shall have no authorization, express or implied, to bind the State of Utah, the Department of Environmental Quality, the Division of Water Quality or the Water Quality Board to any agreement, settlement, liability, or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

10. GRANTEE expenditures under this Grant Agreement determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the grant, or that are inadequately documented, and for which payment has been made to the GRANTEE will be immediately refunded to the BOARD by the GRANTEE. The

GRANTEE further agrees that the BOARD shall have the right to withhold any or all subsequent payments under this Grant Agreement or other contracts to GRANTEE until recoupment of overpayment is made.

11. This Grant Agreement may be altered, modified, or supplemented only by written amendment, executed by the parties hereto, and attached to the original signed copy of this agreement. The BOARD will allow no claim for services furnished by the GRANTEE not specifically authorized by this Grant Agreement.

12. If it is determined that in any manner this Grant Agreement was improperly made or entered into, or if the monies are or were used improperly or contrary to the terms of this agreement, the GRANTEE shall pay to the BOARD the amount of all monies and benefits received by the GRANTEE by the BOARD.

13. When the GRANTEE is the Utah Department of Environmental Quality, paragraphs 8 and 9 of the General Provisions of this agreement shall not apply and will not be considered part of this Grant Agreement. When the GRANTEE is an agency of the State of Utah other than the Utah Department of Environmental Quality, the references to the State of Utah in paragraphs 8 and 9 of the General Provisions shall be considered to mean only the Utah Department of Environmental Quality, the Division of Water Quality, and the BOARD.

PLAN OF WORK

This project will grade, excavate the site and install a two-stall vault restroom facility at the intersection of Pinecrest Road and Emigration Canyon Road,. The facility will be self=contained and will not have water or power.

EXECUTION

NOW, THEREFORE, by virtue of the authority contained in Title 73, Chapter 10, Utah Code Annotated, the parties hereto mutually agree to perform this Grant Agreement.

IN WITNESS WHEREOF, the parties sign and cause this Grant Agreement to be executed. By signing this Grant Agreement, each party represents that the person executing this Grant Agreement has been duly authorized to do so.

GRANTEE

SALT LAKE COUNTY
2001 SOUTH STATE ST, N3-600
SALT LAKE CITY, UT 84114

By: _____
Applicant

Conditionally approved as to form:*

Ryan Lambert
Digitally signed by Ryan Lambert
DN: dc=org, dc=slcounty, ou=Departments, ou=District Attorney, ou=Users, ou=GC, cn=Ryan Lambert, email=RLambert@slco.org
Date: 2018.10.30 11:10:07 -06'00'

Salt Lake County District Attorney's Office
*See cover letter dated 10/30/18

STATE

APPROVED - UTAH WATER QUALITY BOARD

By: _____
for Carl Adams, Manager
Watershed Protection Section

U:\DIRECTOR\Mcase\1NPS\Project Files\Salt Lake County\1914 Emigration Canyon Restrooms\1914 Grant Agreement.doc
FILE: FY19 NPS Salt Lake County Emigration canyon Restrooms (#N1914)

INTERLOCAL AGREEMENT
BETWEEN
GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT
AND SALT LAKE COUNTY
FOR CONTRIBUTION OF GRANT FUNDS AND MATCHING FUNDS FOR
RESTORATION OF RESTROOMS IN EMIGRATION CANYON

THIS AGREEMENT (the "Agreement") is made and entered into by and between THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT, a special district and political subdivision of the state of Utah ("District"), AND SALT LAKE COUNTY, a body corporate and politic and a political subdivision of the state of Utah ("County"). The District and County are sometimes referred to in this Agreement as the "Parties."

RECITALS

A. In November 2018, the County entered into a Nonpoint Source Grant Agreement with the Utah Division of Water Quality ("DWQ"), wherein DWQ would provide a $40,000 grant ("Grant") to the County to be used for restoration of a two-stall vault restroom facility at the intersection of Pinecrest Road and Emigration Canyon Road (the "Project"). A copy of the Grant agreement is attached hereto as Appendix "A".

B. In 2018, County officials informally committed to match DWQ's $40,000 Grant with its own $40,000 contribution towards the project, and the County now desires to formalize that commitment via this Interlocal Agreement.

C. As the public works service provider for the County, the District funded the remaining balance and contracted for construction of the Project.

D. The District has completed construction of the Project and has invoiced the County for the $40,000 Grant and the County's $40,000 matching contribution.

E. The Parties desire in this Agreement to accomplish payment of the $40,000 Grant and the $40,000 matching contribution from the County to the District.

F. Pursuant to the Interlocal Cooperation Act, UTAH CODE ANN. § 11-13-101 *et seq.* (the "Interlocal Cooperation Act"), the County and the District are authorized to enter into this Agreement.

NOW, THEREFORE**,** in consideration of the mutual covenants and promises of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Contribution of Grant and County Match. The County shall pay the District both the $40,000 Grant and the County's $40,000 matching contribution. This is done under the authority granted in Utah Code Section 11-13-211 to appropriate funds to a joint or cooperative undertaking, together with section 4.6 of the Parties' Master Interlocal Agreement to collect and distribute grants for capital projects in the District service area. The County's only contribution to the Project is the $40,000 Grant and $40,000 matching contribution; the County will not be responsible for any additional costs, including but not limited to maintenance costs and costs to meet regulatory requirements.
2. Effective Date and Term.
    a. This Agreement shall be effective upon the last of the following events to occur: (i) approval of the Agreement as provided in the UTAH CODE ANN. § 11-13-202.5(1) and (2), (ii) delivery of the Agreement to an attorney representing each Party for review as to proper form and compliance with applicable law, and (iii) the filing of the signed Agreement with the keeper of records of each of the Parties.

b. This Agreement shall terminate upon the date the Parties have performed all of the material obligations described herein. The Parties intend that the distribution described herein will be made promptly following the execution of this Agreement, and that the District will expend such distribution promptly following receipt to pay its contractor for work completed on the Project. Consequently, if not previously terminated, this Agreement shall terminate on December 31, 2026.

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

4. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.

5. Written Notices. For purposes of communicating and maintaining ongoing contract management, written notices will be delivered, mailed or sent by email to each designated Party identified below to the address or email on file with the District. Each Party shall be responsible to maintain updated addresses and emails.

DISTRICT: Greater Salt Lake Municipal Services District
District General Manager
2001 South State Street, N3 600
Salt Lake City, UT 84190
E-mail: mhoward@msd.utah.gov

With a copy to	Counsel for the District Fabian VanCott Mark H. Anderson Rachel S. Anderson 215 South State Street, Suite 1200 Salt Lake City, UT 84111 E-mail: mhanderson@fabianvancott.com E-mail: randerson@fabianvancott.com
COUNTY:	Salt Lake County – Mayor's Office 2001 South State Street, N2-100 Salt Lake City, UT 84114
With a copy to	Salt Lake County District Attorney Attn: Chief Deputy District Attorney 35 East 500 South Salt Lake City, UT 84111 E-mail: rchamness@slco.org

A written notice shall be effective immediately upon personal or e-mail delivery as noted above or on the third business day after deposit in the United States mail, first class postage pre-paid, addressed as stated above. From time-to-time, either Party may change its notice address by so notifying the other Party as provided above.

6. Liability.

    a. Liability. The District and the County are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. § 63G-7-101, *et seq*. the ("Governmental Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

7. Interlocal Cooperation Act. For the purpose of satisfying specific requirements of the Interlocal Cooperation Act, the Parties agree as follows:

a. The Parties do not, nor intend to, create an interlocal entity by entering into this Agreement.

b. Each Party has submitted this Agreement to an attorney authorized to represent the said Party for review as to proper form and compliance with applicable law.

c. The duration of this Agreement is as set forth in Section 2 above.

d. To the extent necessary to administer the cooperative undertaking set forth in this Agreement, the General Manager of the District shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the District, and any representative designated by the Mayor of the County shall have the full authority and responsibility to administer the cooperative undertaking on behalf of the County, with each having one (1) vote.

e. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing and budgeting of such costs.

f. Since this Agreement cannot take effect under the Interlocal Cooperation Act until it is approved, signed, and filed with the keeper of records of each of the Parties, each Party agrees, immediately upon approval and execution of this Agreement, to file the signed Agreement with the keeper of records of the said Party.

g. Notwithstanding anything herein to the contrary, in the event that this Agreement does not satisfy any requirement of the Interlocal Cooperation Act,

which failure would cause this Agreement to fail to be effective under the Interlocal Cooperation Act, this Agreement shall nevertheless be fully binding upon and enforceable by the Parties pursuant to law outside of the application of the Interlocal Cooperation Act.

h. Since no jointly owned property will be acquired pursuant to this Agreement, there will be no need to dispose of property upon the partial or complete termination of this Agreement.

8. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

10. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

11. Recitals and Exhibits. The recitals are an integral part of this Agreement and are included as part of this Agreement. All exhibits and attachments annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or any such writing, shall be deemed to refer to and include this Agreement and all such exhibits, attachments, and writings.
12. Amendment. The Parties may amend this Agreement by a writing signed by the Parties as provided in the Interlocal Cooperation Act. The amendment shall not be effective if it is not in writing or if it is not signed by all the Parties.
13. No Agency. Agents, employees or representatives of each Party shall not be deemed to be agents, employees or representatives of the other.
14. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other right or remedy.
15. Filing. Promptly upon its mutual execution and delivery, copies of this Agreement shall be filed with the keeper of records of each of the Parties.
16. Titles and Captions. All section or subsection titles or captions in this Agreement are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof
17. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

18. Time. Time is of the essence.

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

20. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

21. Litigation Expenses. If any action, suit or proceeding is brought by either Party with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature delivered electronically shall be deemed an original.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY:

By _____
Mayor Jennifer Wilson or Designee

Dated: _____, 2023

Reviewed as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By_____
Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR THE DISTRICT

GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT

By _____

Name: _____

Title: _____

Dated: _____, 2023

Approved as to Form and Legality:
ATTORNEY FOR THE DISTRICT

By_____

Name: _____

Dated: _____, 2023

APPENDIX “A”

SALT LAKE COUNTY RESOLUTION

RESOLUTION NO. ____ _____ _____, 2023

RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT PROVIDING FOR THE DISTRIBUTION OF A $40,000 UTAH DIVISION OF WATER QUALITY GRANT AND $40,000 SALT LAKE COUNTY MATCH TO THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT TO BE USED FOR RESTORATION OF RESTROOM FACILITIES IN EMIGRATION CANYON.

R E C I T A L S

WHEREAS, in November 2018, Salt Lake County ("County") entered into a Nonpoint Source Grant Agreement with the Utah Division of Water Quality ("DWQ"), wherein DWQ would provide a $40,000 grant ("Grant") to the County to be used for restoration of a two-stall vault restroom facility at the intersection of Pinecrest Road and Emigration Canyon Road (the "Project");

WHEREAS, in 2018, County officials informally committed to match DWQ's $40,000 Grant with its own $40,000 contribution towards the project, and the County now desires to formalize that commitment via this Interlocal Agreement;

WHEREAS, as the public works service provider for the County, the Greater Salt Lake Municipal Services District ("District") funded the remaining balance and contracted for construction of the Project;

WHEREAS, the District has completed construction of the Project and has invoiced the County for the $40,000 Grant and the County's $40,000 matching contribution; and

WHEREAS, the County and District desire to accomplish payment of the $40,000 Grant and the $40,000 matching contribution from the County to the District via the enclosed interlocal agreement.

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. That the Interlocal Agreement between Salt Lake County and the Greater Salt Lake Municipal Services District is approved, in substantially the form attached hereto as **ATTACHMENT "A"**, and that the Salt Lake County Mayor is authorized to execute the

same.

2. That the Interlocal Agreement will become effective as stated in the Interlocal Agreement.

APPROVED and ADOPTED this ____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By:_____
Aimee Winder Newton, Chair

Date: _____

ATTEST:

_____
Lannie Chapman
Salt Lake County Clerk

REVIEWED AS TO FORM:

_____
Zach Shaw
Deputy District Attorney

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

ATTACHMENT A

Interlocal Cooperation Agreement Between Salt Lake County and Greater Salt Lake Municipal Services District

Memorandum

To: The Salt Lake County Councilmembers

From: Lisa Hartman and Helen Peters

Re: Unincorporated Project Fund Grant Match for the Utah Division of Water Quality – Non-Point Source Financial Assistance Application for Emigration Canyon Restroom

Date: December 12, 2023

Background: In April 2018, the Greater Salt Lake Municipal Services District (MSD) staff applied to the Utah Division of Water Quality (UDWQ) Non-Point Source Financial Assistance Program on behalf of the Emigration Metro Township, with Salt Lake County (SLCo) as the agency applicant. The application requested financial support from UDWQ to restore the historic restroom at the top of Emigration Canyon before the entrance to Pinecrest Canyon (Project). The facility was in poor condition and non-functioning, which created a lack of restroom facilities in the area, contributing to impaired water quality issues. At the time of the application, former Deputy Mayor Rick Graham (Mayor Ben McAdams Administration) expressed financial support to then Emigration Metro Township Deputy Mayor Jennifer Hawkes in the amount of $40,000 for the required match for the application (it is unclear what source of funding for the match was contemplated at that time). Funding for the project is as follows:

Project Total Construction Cost:	$146,106.03
Division of Water Quality Non-Point Source Grant	$40,000.00
Local Match	$40,000.00
Emigration Metro Township	$66,106.03
Utah Open Lands in-kind (land of restroom location)	

Recommendation: The Project was completed in October 2023. In November of 2023, SLCo received $40,000 from UDWQ for the completed project, and the MSD, on behalf of the Emigration Metro Township, requested a fund transfer from SLCo for the $40,000 received from UDWQ in addition to $40,000 for the contemplated matching funds. The Mayor's Administration recommends that the $40,000 received from UDWQ be transferred to the MSD. In addition, considering the prior expression of financial support for the required match and because the Project serves an important local and regional health and safety purpose with respect to impaired water quality, the Mayor's Administration further recommends that SLCo utilize $40,000 of the $45,000 "Miscellaneous Projects" discretionary line item in the MSD Unincorporated Admin budget for the local match. This recommendation is being made in recognition that the Project was proposed during the initial stages of the Metro Townships implementation and because the Project serves to benefit the Unincorporated areas as well as the surrounding region.

Agenda Item

File #: 23-1143

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Consideration of a Fee Waiver Request of Solid Waste Fee's for up to 1,500 Tons in 2024 to Support the Health Department Sanitation Efforts

Requested Agenda Item Description: The Salt Lake County Department of Human Health (Health Department) has requested a Fee Waiver for the disposal of up to 1,500 tons, delivered to the Salt Lake Valley Landfill, to cover all the combined homeless encampment cleanups completed at the direction of the Health Department in Salt Lake County.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Patrick Craig, Executive Director of Solid Waste.

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Patrick Craig, Executive Director of Solid Waste.

Are Supporting Documents Needed for this Agenda Item Request? Yes

SALT LAKE COUNTY
HUMAN SERVICES

Jennifer Wilson
Salt Lake County Mayor

DEPARTMENT OF HUMAN SERVICES

Kelly Colopy
Department Director

Beth Graham
Associate Director

HUMAN SERVICES DIVISIONS
AGING SERVICES
BEHAVIORAL HEALTH SERVICES
CRIMINAL JUSTICE SERVICES
HEALTH DEPARTMENT
YOUTH SERVICES
USU EXTENSION

SALT LAKE COUNTY GOVERNMENT CENTER
2001 South State St., Ste. N3200
Salt Lake City, UT 84190-2000
Phone (385) 468-7060
Fax (385) 468-7072
TTY: 7-1-1

November 27, 2023

Patrick A. Craig
Executive Director
Salt Lake Valley Solid Waste Management Facility
6030 California Avenue
Salt Lake City, UT 84104

Dear Mr. Craig,

Salt Lake County and its partners work to serve our unsheltered community by extending available services to those directly and indirectly affected by homelessness. Salt Lake County works in a collaborative effort with municipalities and other partners to address the growing environmental and public health challenges of illicit encampments in the County. Solid waste generated at these locations are an environmental health challenge of which multiple agencies share a piece of the solution.

The removal and proper disposal of encampment related solid waste facilitates the restoration of public owned property in our community. Each year 400 – 500 encampment locations are mitigated by this collaborative process. These difficult encampment mitigation efforts are only possible because of the support of municipal, state, and community groups. The Salt Lake Valley Solid Waste Management Facility has partnered with Salt Lake County for several years and has authorized waiving of fees associated with waste brought to the landfill from illicit encampments; this has proven to be a valued partnership that promotes and protects community and environmental health.

On behalf of the Salt Lake County Health Department, in accordance with *Salt Lake Valley Solid Waste Management Facility Fee Waiver Policy and Guidelines* (2)(b), I am submitting a written request for a waiver of Municipal Solid Waste fees at the facility for an aggregate not to exceed 1500 tons for 2024.

Thank you for your support and consideration of this important request.

Sincerely,

Kelly Colopy
Director

SALT LAKE VALLEY
SOLID WASTE MANAGEMENT COUNCIL
Wednesday November 29, 2023, 2:00 P.M.

Virtual Webex Meeting via Webex
Anchor Location – Salt Lake Valley Solid Waste Management
6030 West California Avenue Salt Lake City, UT 84115
Join Electronically, via WebEx

COUNCIL MINUTES

Those in Attendance:	Scott Baird	Salt Lake County
	Chris Bell	Salt Lake City
	Brent Beardall	Technical Expert
	Joe Smolka	Mayor, Emigration Township
	Dorothy Adams	Salt Lake County Health Department
Others in Attendance:	Patrick Craig	Solid Waste Management
	Jenneth Hampton	Solid Waste Management
	Jared Steffey	Salt Lake County Public Works
	Ryan Lambert	Salt Lake County

1. Direction/Approval of October 25, 2023, Minutes
   Joe Smolka made a motion to approve the 10/25/2023 minutes with the corrections as discussed. Brent Beardall seconded the motion. The motion passed unanimously.

2. Direction/Approval of 2024 Homeless Camps Cleanup Fee Waiver Request
   Chris Bell made a motion to approve the 2024 Homeless Camps Cleanup Fee Waiver Request. **Joe Smolka** seconded the motion. The motion passed unanimously.

Adjourned 2:55 P.M.

Minutes submitted by:

Elaine McIntosh

Agenda Item

File #: 23-1156

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Consideration of a Resolution of The Salt Lake County Council Approving a Real Estate Purchase Agreement and the Conveyance of Salt Lake County's Interest in Certain Real Property By Special Warranty Deed to the Kirk H. And Georgia G. Baddley Revocable Living Trust, Dated December 6, 2018

Requested Agenda Item Description: The Requested Agenda Item Description should provide context for Councilmembers, staff, and members of the public to clearly understand the purpose of the agenda item, any relevant background information, and the nature of any action that is being requested.Salt Lake County owns a parcel of real property located at approximately 2125 Pinecrest Canyon Road, Emigration, Utah consisting of approximately 1,115 square feet (the "Prop. Kirk and Georgia Baddley are the trustees of the Kirk H. and Georgia G. Baddley Revocable Living Trust, dated December 6, 2018, and the Trust owns a parcel of land adjacent to the Property, identified as Parcel No. 10-21-230-008.The Baddleys, as trustees of the Trust, have offered in writing to purchase the Property from the County for $1,176.00, which amount has been approved by the Salt Lake County Real Estate Section as adequate value. This offer is in the form of a Real Estate- Purchase Agreement attached hereto as Exhibit A. It has been determined that the best interests of the county and the general public will be served by the sale and conveyance of the Property to the Buyer. The sale and conveyance of the Property to the Trust will be in compliance with all applicable state statutes and county ordinances.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Derrick Sorensen, Real Estate Manager

Time Needed: 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Lisa O'Bryan, Real Estate Specialist

Are Supporting Documents Needed for this Agenda Item Request? Yes

RESOLUTION NO._____ _____, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING A REAL ESTATE PURCHASE AGREEMENT AND THE CONVEYANCE OF SALT LAKE COUNTY'S INTEREST IN CERTAIN REAL PROPERTY BY SPECIAL WARRANTY DEED TO THE KIRK H. AND GEORGIA G. BADDLEY REVOCABLE LIVING TRUST, DATED DECEMBER 6, 2018

RECITALS

1. Salt Lake County (the "County") owns a parcel of real property located at approximately 2125 Pinecrest Canyon Road, Emigration, Utah consisting of approximately 1,115 square feet (the "Property").

2. Kirk and Georgia Baddley (collectively the "Baddleys") are the trustees of the Kirk H. and Georgia G. Baddley Revocable Living Trust, dated December 6, 2018 (the "Trust"), and the Trust owns a parcel of land adjacent to the Property, identified as Parcel No. 10-21-230-008 (the "Trust Property").

3. The Baddleys, as trustees of the Trust, have offered in writing to purchase the Property from the County for $1,176.00, which amount has been approved by the Salt Lake County Real Estate Section as adequate value. This offer is in the form of a Real Estate Purchase Agreement (the "Agreement") attached hereto as Exhibit A.

4. It has been determined that the best interest of the County and the general public will be served by the sale and conveyance of the Property to the Buyer. The sale and conveyance of the Property to the Trust will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council the sale and conveyance of the Property by special warranty deed to the Buyer as provided in the Agreement for the agreed nominal payment of One Thousand One Hundred Seventy-Six Dollars and Zero Cents ($1,176.00) is hereby approved; and the Mayor is hereby authorized to execute the

Agreement and the Mayor and County Clerk are hereby authorized to execute the Special Warranty Deed, attached hereto as Exhibit B, and to deliver the fully executed documents to the County Real Estate Section for delivery to the Buyer as provided in the Agreement.

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder-Newton, Chair

ATTEST:

_____
Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

REVIEWED AS TO FORM AND LEGALITY:

_____
R. Christopher Preston
Deputy District Attorney

EXHIBIT A

Real Estate Purchase and Sale Agreement

DocuSign Envelope ID: DA1660C9-4E39-4B8A-8F14-0FE7B58D58F1

REAL ESTATE
PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is dated as of November __, 2023, by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah ("**Seller**"), and the **KIRK H. AND GEORGIA G. BADDLEY REVOCABLE LIVING TRUST, DATED DECEMBER 6, 2018**, ("**Buyer**").

1. AGREEMENT TO PURCHASE/SELL PROPERTY: Seller hereby agrees to sell, convey and assign to Buyer, and Buyer agrees to buy and accept from Seller, under the terms and conditions and for the purchase price hereinafter set forth, certain real property located at approximately 2125 Pinecrest Canyon Rd, Emigration, Utah consisting of approximately 1,115 square feet as more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with any and all appurtenant rights, privileges and easements (the "**Property**").

2. PURCHASE PRICE: The purchase price shall be $1,176.00 (the "**Purchase Price**"). The Purchase Price shall be payable as follows: Full amount payable at closing.

3. CLOSING: This transaction shall be closed on or before thirty **(30)** days after the end of the Inspection Period (the "**Closing Date**"). Closing shall occur when Buyer and Seller have (a) signed and delivered to each other (or to the Escrow Company), all documents required by this Agreement, by written escrow instructions, and by applicable law, (b) Buyer has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9, and (c) the monies required to be paid under this Agreement have been delivered to the Escrow Company in the form of cashier's check, collected or cleared funds. Buyer and Seller shall each pay one half of the escrow closing fee unless otherwise agreed by the parties in writing. All prorations, particularly of real estate property taxes, shall be made as of the date of closing.

4. POSSESSION: Seller shall deliver possession of the Property to Buyer on the Closing Date.

5. AGENCY DISCLOSURE: At the signing of this Agreement, neither Buyer nor Seller is represented by a real estate broker. Neither Buyer nor Seller is obligated to pay any real estate commission in this transaction, and each shall indemnify the other from any claim related to any real estate commission.

6. TITLE TO PROPERTY AND TITLE INSURANCE: (a) Seller has, or shall have at closing, fee simple title to the Property, and agrees to convey such title to Buyer by special warranty deed, free of financial encumbrances; (b) Buyer may obtain a current title report prior to closing and has the option to purchase a standard coverage owner's policy of title insurance in the amount of the purchase price.

7. SELLER DISCLOSURES: No later than 10 calendar days after the Acceptance Date, Seller will deliver to the following Seller disclosures in Seller's possession, if any: (a) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property which will survive the closing; (b) copies of all studies and/or reports which have previously been completed on the Property, including without limitation, environmental reports, soils studies, site plans, surveys and the like.

DocuSign Envelope ID: DA1660C9-4E39-4B8A-8F14-0FE7B58D58F1

8. BUYER UNDERTAKINGS: Buyer shall have up to 45 days from the Acceptance Date (the "Inspection Period") to review the contents of Seller Disclosures referenced in Section 7 and at its sole discretion to undertake the following elements at its own expense and for its own benefit for the purpose of complying with the contingencies under Section 9: (a) an appraisal of the Property, (b) a survey of the Property, (c) an environmental study of the Property, (d) a physical inspection of the Property, (e) a report on compliance with all applicable federal, state, and local law, ordinances, and regulations with regard to zoning and permissible uses of the Property. Seller agrees to cooperate fully with Buyer's completing these matters, and to make the Property available as reasonable and necessary for the same.

9. CONTINGENCIES: Buyer's obligations under this Agreement are conditioned upon and subject to Buyer approving in its sole discretion the contents of the title report referenced in Sections 6, the Seller Disclosures in Section 7, and, if undertaken, the results of actions referenced in Buyer Undertakings in Section 8. Buyer shall have until the expiration of the Inspection Period to approve Seller Disclosures, to complete Buyer Undertakings, and to remove the contingencies referenced in this Section 9.

10. SELLER'S WARRANTIES: Regarding the condition of the Property, Seller warrants to Buyer the following: As of closing, Seller has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the Property which has not been resolved.

11. NO OTHER REPRESENTATIONS AND WARRANTIES: Except as expressly set forth in this Agreement: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES DURING TRANSACTION: Seller agrees that no changes to any existing leases shall be made, no new leases entered into, and no alterations or improvements to the Property shall be made or undertaken without the written consent of Buyer.

13. AUTHORITY OF SIGNERS: The persons executing this contract on behalf of the Buyer warrants his or her authority to do so and to bind the Buyer. The Seller, Salt Lake County, is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the County Council, is required in order to bind the Seller. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council.

14. COMPLETE CONTRACT: This Agreement, together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire contract between the parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or

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contracts between the parties. This Agreement cannot be changed except by written agreement of the parties.

15. GRAMA: Buyer acknowledges that this Agreement and other documents are subject to public disclosure by Seller upon approval and ratification of this Agreement by the County Council pursuant to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, *et seq*. If Buyer deems any documents or portions of documents to be proprietary and protected, Buyer must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Buyer will be pursuant to GRAMA and at the sole discretion of Seller.

16. ETHICAL STANDARDS: Buyer represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

17. CAMPAIGN CONTRIBUTIONS: Buyer acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Buyer also acknowledges and understands this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with Seller maybe prohibited from making certain campaign contributions to County candidates. Buyer further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Buyer represents, by executing this Agreement, that Buyer has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

18. ABROGATION: Except for express warranties made in this Agreement, the provisions of the Agreement shall not apply after closing.

19. ASSIGNMENT: This Agreement and the rights and obligations of Buyer hereunder, are personal to Buyer. This Agreement may not be assigned by Buyer without the prior written consent of Seller.

20. RISK OF LOSS: All risk of loss or damage to the property shall be borne by Seller until closing.

21. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to by all parties.

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS: Electronic transmission

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(including email and fax) of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original.

23. INCORPORATION OF PRIOR AGREEMENTS: This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings between the parties hereto pertaining to any such matter. No provision of this Agreement may be amended, modified, supplemented, or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the parties to this Agreement or their respective successors-in-interest.

24. CONTRACT DEADLINES: Buyer and Seller agree that the following deadlines shall apply to the Agreement.

(a) Seller Disclosure Deadline	10 calendar days from the Acceptance Date
(b) Inspection Period	Up to 45 calendar days after the Acceptance Date.
(c) Closing Date	Within 30 calendar days after the end of the Inspection Period.

25. ACCEPTANCE DATE: The "Acceptance Date" shall be the date on which the last of Buyer and Seller executes this Agreement.

26. [Intentionally left blank.]

[Signatures on following page.]

DocuSign Envelope ID: DA1660C9-4E39-4B8A-8F14-0FE7B58D58F1

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.

SELLER
SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
Mayor or Designee

BUYER
KIRK H. AND GEORGIA G. BADDLEY REVOCABLE LIVING TRUST, DATED DECEMBER 6, 2018

By: DocuSigned by: kirk Baddley C333CF8D50504A3...
Kirk H. Baddley, Trustee

By: DocuSigned by: Georgia Baddley C333CF8D50504A3...
Georgia G. Baddley, Trustee

DEPARTMENT APPROVAL

By:_____
Derrick Sorensen
Salt Lake County Real Estate Manager

REVIEWED AS TO FORM AND LEGALITY:

_____
R. Christopher Preston
Deputy District Attorney

DocuSign Envelope ID: DA1660C9-4E39-4B8A-8F14-0FE7B58D58F1

Exhibit A
(Legal Description)

A portion of Burrs Lane, The Groves recorded May 15, 1911 as Entry No. 280216 in Book “F”, at Page 75 in the Office of the Salt Lake County Recorder and further described in that Ordinance Vacating a Segment of Burrs Lane recorded as Entry No. 2757403 in Book 4017 at Page 236 in the office of said Recorder. Said portion of Burrs Lane is located in the Southeast Quarter of Section 16, Township 1 North, Range 2 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at the intersection of a northeasterly extension of the southeasterly line of Lot 8 of said The Groves and the centerline of Burrs Lane, which is 16.63 feet N. 51°10’00” E. from the easterly corner of said Lot 8; thence Northwesterly along said centerline the following two (2) courses: 1) N. 45°57’ W. 47.53 feet; 2) N. 19°52’ W. 27.41 feet to a northeasterly boundary line of said Ordinance Vacating a Segment of Burrs Lane; thence Southeasterly along said northeasterly boundary line the following three (3) courses: 1) S. 81°53’ E. 18.68 feet; 2) S. 19°52’ E. 14.82 feet; 3) S. 45°57’ E. 45.77 feet to said northeasterly extension of the southeasterly line of Lot 8; thence S. 51°10’ W. 16.63 feet along said extension to the **Point of Beginning.**

The above-described portion of Burrs Lane contains 1,115 square feet in area or 0.025 acre, more or less.

EXHIBIT B

Special Warranty Deed

WHEN RECORDED RETURN TO:
Salt Lake County Real Estate
2001 South State Street, Suite S3-110
Salt Lake City, Utah 84114-3300

Space above for County Recorder's use

SPECIAL WARRANTY DEED
Salt Lake County

*Parcel No. **4033.001:C***
Tax Serial No. 10-21-230-008
Surveyor WO:W080621080

SALT LAKE COUNTY a body corporate and politic of the State of Utah, GRANTOR, hereby hereby Convey(s) and Warrant(s) against all who claim by, through, or under it, to **Kirk H. Baddley and Georgia G. Baddley as Trustees of the Kirk H. and Georgia G. Baddley Revocable Living Trust, dated December 6, 2018**, GRANTEE, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the following described parcel of real property in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this _____ day of _____, 20____.

REVIEWED AS TO FORM AND LEGALITY
Salt Lake County
District Attorney's Office

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign
MAYOR or DESIGNEE

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

By: _____
COUNTY CLERK

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

Acknowledgement Continued on Following Page

Acknowledgement Continued from Preceding Page

On this ____ day of _____, 20____, personally appeared before me _____, who being duly sworn, did say that __he is the CLERK of Salt Lake County and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT LAKE COUNTY COUNCIL

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public _____

My Commission Expires: _____

Residing in: _____

(EXHIBIT A)

A portion of Burrs Lane, The Groves recorded May 15, 1911 as Entry No. 280216 in Book "F", at Page 75 in the Office of the Salt Lake County Recorder and further described in that Ordinance Vacating a Segment of Burrs Lane recorded as Entry No. 2757403 in Book 4017 at Page 236 in the office of said Recorder. Said portion of Burrs Lane is located in the Southeast Quarter of Section 16, Township 1 North, Range 2 East, Salt Lake Base and Meridian, and is described as follows:

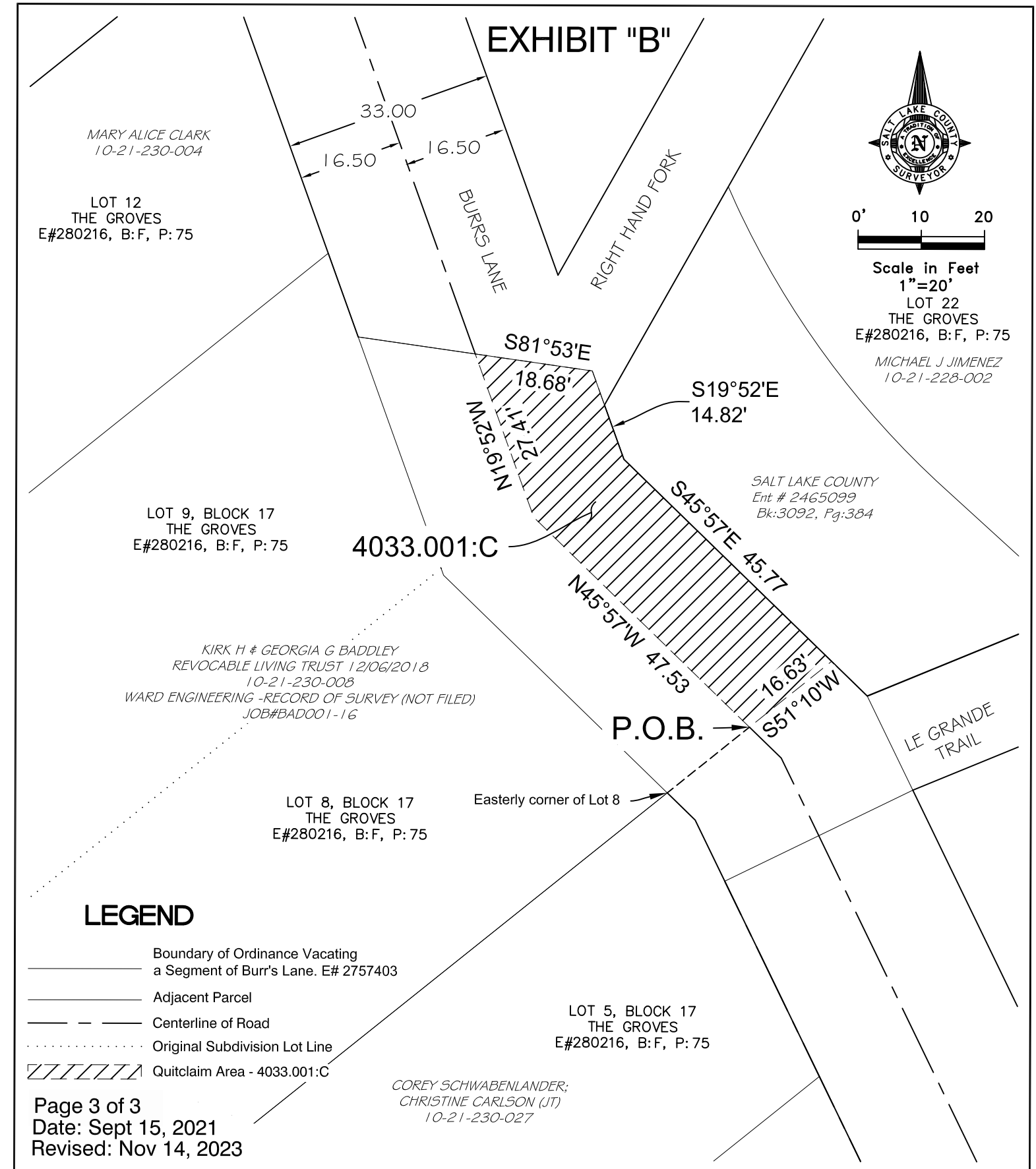
Beginning at the intersection of a northeasterly extension of the southeasterly line of Lot 8 of said The Groves and the centerline of Burrs Lane, which is 16.63 feet N. 51°10'00" E. from the easterly corner of said Lot 8; thence Northwesterly along said centerline the following two (2) courses: 1) N. 45°57' W. 47.53 feet; 2) N. 19°52' W. 27.41 feet to a northeasterly boundary line of said Ordinance Vacating a Segment of Burrs Lane; thence Southeasterly along said northeasterly boundary line the following three (3) courses: 1) S. 81°53' E. 18.68 feet; 2) S. 19°52' E. 14.82 feet; 3) S. 45°57' E. 45.77 feet to said northeasterly extension of the southeasterly line of Lot 8; thence S. 51°10' W. 16.63 feet along said extension to the **Point of Beginning.**

The above-described portion of Burrs Lane contains 1,115 square feet in area or 0.025 acre, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING: West along the Section line between the Southeast Corner and the South Quarter Corner of said Section 16, Township 1 North, Range 2 East, Salt Lake Base and Meridian.

EXHIBIT "B"



LEGEND

- Boundary of Ordinance Vacating a Segment of Burr's Lane. E# 2757403
- Adjacent Parcel
- Centerline of Road
- Original Subdivision Lot Line
- Quitclaim Area - 4033.001:C

Page 3 of 3
Date: Sept 15, 2021
Revised: Nov 14, 2023

Lot 8, Block 17 – The Groves
Baddley Quit Claim Deed

Prepared for:
Salt Lake County District Attorney

Southeast Corner Sec. 16, T.1N, R.2E, S.L.B.&M.
Work Order No. W080621080 RE # 4033

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor
2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Agenda Item

File #: 23-1158

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Consideration of a Resolution of the Salt Lake County Council Declaring Surplus Real Property and Approving the Conveyance of the Same by Quitclaim Deed to the Metro Township of White City

Requested Agenda Item Description: Salt Lake County ("County") Owns A Parcel of Land Located At Approximately 930 East Onyx Ln., White City, Utah, Identified as Parcel No. 28-08-179-012-0000, Consisting Of Approximately 0.54 Of an Acre (The "Property"), Which Was Struck Off to County After the Tax Sale On May 24, 1990.The Metro Township Of White City ("City"), Has Offered In Writing To Purchase The Property From County for One Thousand Nineteen And 15/100 Dollars ($1,019.15), Which Amount Has Been Approved By The Salt Lake County Real Estate Section As Fair Market Value. This Offer Is in The Form Of A Real Estate Purchase And Sale Agreement (The "Agreement"), Attached Hereto as Exhibit 1. County Has Determined That the Property Is Not in Public Use. Proceeds From the Sale Of The Property Will Be Distributed in Accordance With Section 59-2-1351.5 Of The Utah Code.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Derrick Sorensen, Real Estate Manager

Time Needed: 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Derrick Sorensen, Real Estate Manager

Are Supporting Documents Needed for this Agenda Item Request? Yes

RESOLUTION NO._____ _____, 2023

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY AND APPROVING THE CONVEYANCE OF THE SAME BY QUITCLAIM DEED TO THE METRO TOWNSHIP OF WHITE CITY.

RECITALS

1. Salt Lake County ("County") owns a parcel of land located at approximately 930 East Onyx Ln., White City, Utah, identified as Parcel No. 28-08-179-012-0000, consisting of approximately 0.54 of an acre (the "Property"), which was struck off to County after the tax sale on May 24, 1990.

2. The metro township of White City ("City"), has offered in writing to purchase the Property from County for One Thousand Nineteen and 15/100 Dollars ($1,019.15), which amount has been approved by the Salt Lake County Real Estate Section as fair market value. This offer is in the form of a Real Estate Purchase and Sale Agreement (the "Agreement"), attached hereto as Exhibit 1.

3. County has determined that the Property is not in public use. Proceeds from the sale of the Property will be distributed in accordance with Section 59-2-1351.5 of the Utah Code.

4. It has been determined that the best interest of County and the general public will be served by the sale and conveyance of the Property to City. The sale and conveyance will be in compliance with all applicable state statutes and County ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Property, described in Exhibit A of the Agreement is hereby declared surplus property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the sale and conveyance of the Property by quitclaim deed to City, as provided in the Agreement for the agreed appraised value of One Thousand Nineteen and 15/100 Dollars ($1,019.15) is hereby

approved; and the Mayor is hereby authorized to execute the Agreement and the Mayor and County Clerk are hereby authorized to execute the Quitclaim Deed, attached to the Agreement as Exhibit A, and to deliver the fully executed documents to the County Real Estate Section for delivery to City, upon payment of the agreed upon purchase amount.

APPROVED and ADOPTED this _____ day of _____, 2023.

SALT LAKE COUNTY COUNCIL

By: _____
Aimee Winder Newton, Chair

ATTEST:

_____
Lannie Chapman
Salt Lake County Clerk

Council Member Alvord voting _____
Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Granato voting _____
Council Member Harrison voting _____
Council Member Stewart voting _____
Council Member Stringham voting _____
Council Member Theodore voting _____
Council Member Winder Newton voting _____

Reviewed and Advised as to Form and Legality:

_____
John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
REAL ESTATE PURCHASE AND SALE AGREEMENT

REAL ESTATE
PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement"), is entered into as of _____, 2023, by and between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, with its business address located at 2001 South State Street, Salt Lake City, Utah 84190 ("Seller"), and the metro township of WHITE CITY, a municipal corporation of the State of Utah, with its business address located at 10467 South Carnation Dr., White City, Utah 84094 ("Buyer"). Seller and Buyer may be referred to jointly as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Seller owns a parcel of land located at approximately 930 East Onyx Ln., White City, Utah, identified as Parcel No. 28-08-179-012-0000, consisting of approximately 0.54 of an acre and as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property"), which was struck off to Seller after a tax sale on May 24, 1990; and

WHEREAS, Buyer owns real property adjacent to the Property, desires to purchase from Seller any right, title, or interest of Seller in and to the Property; and

WHEREAS, Seller has determined that the Property is not currently in public use, and the Salt Lake County Real Estate Section has determined that the value of the Property is One Thousand Nineteen and 15/100 Dollars ($1,019.15).

NOW THEREFORE, in consideration of the Recitals set forth above which are incorporated herein by reference, the mutual covenants contained in this Agreement, the Purchase Price, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, covenant and agree as follows:

1. AGREEMENT TO PURCHASE/SELL PROPERTY: Seller hereby agrees to sell, convey and assign the Property to Buyer, and Buyer agrees to buy and accept the Property from Seller, under the terms and conditions and for the purchase price hereinafter set forth.

2. PURCHASE PRICE: The purchase price for the Property shall be One Thousand Nineteen and 15/100 Dollars ($1,019.15 the "Purchase Price"). The Purchase Price shall be payable at closing as that date is set forth herein.

3. CLOSING: Buyer shall accept this offer on or before November 1, 2023, ("Acceptance Date"). Buyer shall have the right to conduct its inspection of the Property and perform its due diligence until December 1, 2023, ("Inspection Period"). This transaction shall be closed on or before December 15, 2023, (the "Closing Date"). Closing shall occur when Buyer and Seller have (a) signed and delivered to each other all documents required by this Agreement, and by applicable law, and (b) Buyer has approved all items referenced under Sections 7 and 8, and has removed all contingencies referenced in Section 9.

4. POSSESSION: Seller shall deliver possession of the Property to Buyer on the Closing Date.

5. AGENCY DISCLOSURE: Seller and Buyer agree that Derrick Sorensen of the Salt Lake County Real Estate Division shall act as closing agent in accordance with the terms of this Agreement for the Parties hereto.

6. CONVEYANCE OF PROPERTY: Seller agrees to convey and deliver to Buyer a quit-claim deed for the Property (the "Quit-claim Deed"), the form of which is attached hereto as Exhibit B and incorporated herein by this reference.

7. SELLER DISCLOSURES: No later than ten (10) calendar days after the Acceptance Date, Seller will deliver to the following Seller's disclosures ("Seller Disclosures"), in Seller's possession, if any: (a) copies of all loan documents, leases, rental agreements, liens, and other financial encumbrances against the Property which will survive the closing; (b) copies of all studies and/or reports which have previously been completed on the Property, including without limitation, environmental reports, soils studies, site plans, surveys and the like.

8. BUYER UNDERTAKINGS: Buyer shall have until December 1, 2023, (the "Inspection Period") to review the contents of Seller Disclosures referenced in Section 7 and at its sole discretion to undertake the following elements ("Buyer Undertakings") at its own expense and for its own benefit for the purpose of complying with the contingencies under Section 9: (a) an appraisal of the Property, (b) a survey of the Property, (c) an environmental study of the Property, (d) a physical inspection of the Property, (e) a report on compliance with all applicable federal, state, and local law, ordinances, and regulations with regard to zoning and permissible uses of the Property. Seller agrees to cooperate fully with Buyer completing these matters, and to make the Property available as reasonable and necessary for the same. Buyer may cancel this Agreement at any time during the Inspection Period for any reason by providing written notice to Seller.

9. CONTINGENCIES: Buyer's obligations under this Agreement are conditioned upon and subject to Buyer approving in its sole discretion the contents if any, of the Seller Disclosures in Section 7, and, if undertaken, the results of actions referenced in Buyer Undertakings in Section 8. Buyer shall have until the expiration of the Inspection Period to approve Seller Disclosures, to complete Buyer Undertakings, and to remove the contingencies referenced in this Section 9.

10. SELLER'S WARRANTIES: Seller makes no representations as to the title conveyed, nor as to Buyer's right of possession of the Property. Similarly, Seller makes no warranties or representations as to whether the Property is buildable or developable, nor does Seller make any representations regarding whether the Property complies with applicable zoning regulations. Seller does not warrant or represent that the Property is habitable or in any particular condition. Seller also makes no warranties or representations regarding the accuracy of the assessment of the Property or the accuracy of the description of the real estate or improvements therein.

11. NO OTHER REPRESENTATIONS AND WARRANTIES. Except as expressly set

forth in this Agreement: (a) Buyer is purchasing the Property, and the Property shall be conveyed and transferred to Buyer, "AS IS, WHERE IS, AND WITH ALL FAULTS" and specifically and expressly without any warranties, representations or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of Seller; and (b) Seller has not, does not and will not, with respect to the Property, make any warranties or representations, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of condition or merchantability, or with respect to the value, profitability, developability or marketability of the Property.

12. CHANGES DURING TRANSACTION: Seller agrees that no changes and no alterations or improvements to the Property shall be made or undertaken without the written consent of Buyer.

13. ABROGATION: Except for any express warranties made in this Agreement, the provisions of the Agreement shall not apply after closing.

14. ASSIGNMENT: This Agreement may not be assigned by any Party without the prior written consent of the other Party.

15. TIME IS OF THE ESSENCE: Time is of the essence regarding the dates set forth in this transaction. Extensions must be agreed to by all Parties.

16. ELECTRONIC TRANSMISSION AND COUNTERPARTS: Electronic transmission (including email and fax) of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original.

17. INCORPORATION OF PRIOR AGREEMENTS. This Agreement contains the entire understanding of Buyer and Seller with respect to the subject matter hereof, and supersedes all prior or contemporaneous written or oral agreements and understandings between the Parties hereto pertaining to any such matter. No provision of this Agreement may be amended, modified, supplemented, or added to except by an agreement in writing, expressly stating that such agreement is an amendment of this Agreement, signed by the Parties to this Agreement or their respective successors-in-interest.

18. CONTRACT DEADLINES: Buyer and Seller agree that the following deadlines shall apply to the Agreement.

(a) Seller Disclosure Deadline:	10 calendar days from the Acceptance Date.
(b) Inspection Period:	Ends on or before December 1, 2023.
(c) Closing Date:	On or before December 15, 2023.

[Signatures on following page.]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the day and year first above written.

SALT LAKE COUNTY

By: _____
Mayor or Designee

RECOMMENDED FOR APPROVAL:

By _____
Derrick L. Sorensen
Salt Lake County Property Manager

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2023.09.19 09:07:38 -06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

WHITE CITY, Utah municipality

By _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

_____
White City, City Attorney

Exhibit A
(Legal Description)

Parcel No. 28-08-179-012-0000

COM N 89 45'35" W 496.85 FT & N 0 14'25" E 660 FT FR CEN SEC 8 T 3S R 1E SL MER E 23.5 FT N 637.65 FT E 36.75 FT N 365 FT M OR L TO S'LY LINE CANAL NW'LY ALG SD CANAL TO E LINE WHITE CITY NO 1 S 0 44' W 339.26 FT W 29.6 FT S 0 14'25" W 670.07 FT TO BEG 0.54 AC

Exhibit A
(Quitclaim Deed)

WHEN RECORDED, RETURN TO:
White City Manager
10467 South Carnation Dr.
White City, Utah 84094

Tax I.D. No. 28-08-179-012-0000

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah (hereinafter referred to as "Grantor"), for the sum of ten dollars ($10.00), and other good and valuable consideration, hereby quitclaims to the metro township of White City, a municipal corporation of the State of Utah (hereinafter referred to as "Grantee"), the following described parcel of land located at approximately 930 East Onyx Ln., White City, Utah, identified as Parcel No. 28-08-179-012-0000, consisting of approximately 0.54 of an acre and as more particularly described on Exhibit 1 attached hereto and incorporated herein by this reference (the "Property").

IN WITNESS OF THIS QUITCLAIM DEED, GRANTOR has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this __ day of _____, 2023.

[Signature Page Follows Below]

SALT LAKE COUNTY:

By: _____
MAYOR or DESIGNEE

By: _____
COUNTY CLERK

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the __ day of _____ 2023, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County by authority of law.

_____
Notary Public

On this __ day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that he/she is the CLERK of Salt Lake County, and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a Resolution of the SALT LAKE COUNTY COUNCIL.

_____
Notary Public

Reviewed and Advised as to Form and Legality:

John E. Diaz Digitally signed by John E. Diaz
Date: 2023.09.19 09:08:36
-06'00'

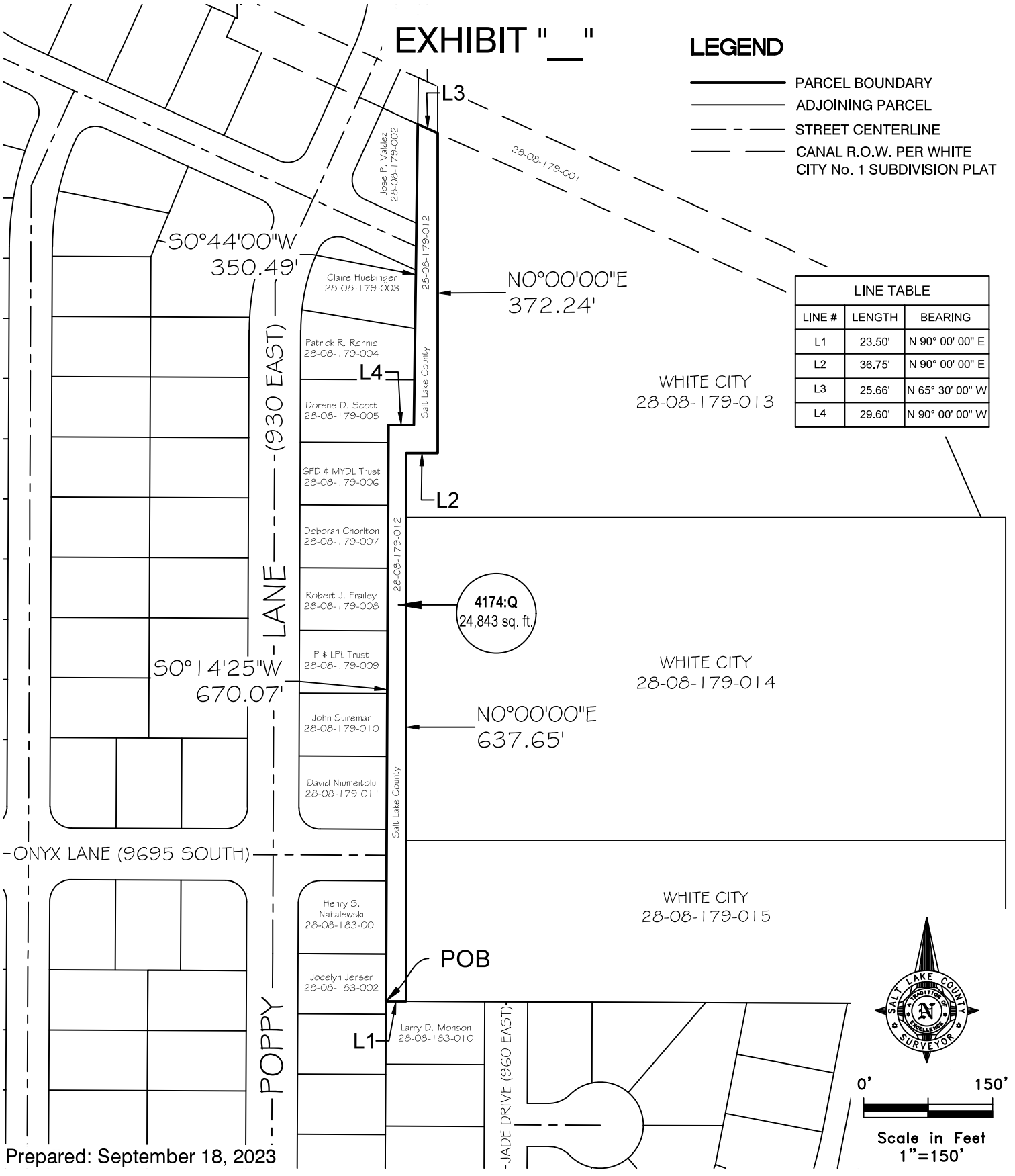
John E. Diaz
Deputy District Attorney
Salt Lake County

EXHIBIT 1
(Legal Description)

A parcel of land disclosed in that Tax Sale Record recorded August 7, 1990, as Entry No. 4949387 in Book 6242, at Page 1296 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Northwest Quarter of Section 08, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Parcel No. 28-08-179-012-0000

COM N 89 45'35" W 496.85 FT & N 0 14'25" E 660 FT FR CEN SEC 8 T 3S R 1E SL MER E 23.5 FT N 637.65 FT E 36.75 FT N 365 FT M OR L TO S'LY LINE CANAL NW'LY ALG SD CANAL TO E LINE WHITE CITY NO 1 S 0 44' W 339.26 FT W 29.6 FT S 0 14'25" W 670.07 FT TO BEG 0.54 AC



LINE TABLE		
LINE #	LENGTH	BEARING
L1	23.50'	N 90° 00' 00" E
L2	36.75'	N 90° 00' 00" E
L3	25.66'	N 65° 30' 00" W
L4	29.60'	N 90° 00' 00" W

WHITE CITY
930 E. ONYX LANE
QUITCLAIM DEED - 4174:Q

Prepared for:
Salt Lake County Real Estate

Section 08, T.3S, R.1E, S.L.B.&M.
Work Order No. W091123026

Drawn by: CJL
Checked by: SVK

Prepared by the Office of:
Reid J. Demman, P.L.S.
Salt Lake County Surveyor
2001 S. State St. #N1-400
Salt Lake City, Utah 84114-4575
(385) 468-8240

Agenda Item

File #: 23-1161

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Acceptance of a Donation of Law Books, Social Work Books, and Video Tapes from Joseph Yau Worth $4,000

Requested Agenda Item Description: Acceptance of a donation of law books, social work books, and video tapes from Joseph Yau self-valued at $4,000.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Jim Cooper, Director of Library Services. Robin B. Chalhoub, Department Director of Community Services.

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Melissa Haslam, Office Manager of Library Services

Are Supporting Documents Needed for this Agenda Item Request? Yes

powered by Legistar™

SALT LAKE COUNTY

1006

DECLARATION OF DONATION
COUNCIL APPROVAL
For County Council's approval consistent with Policy 1006

(*Cash donations above $5,000; property donations above $1,000; Testamentary donations.*)

I, Joseph Yau , irrevocably give, and where appropriate transfer, title to the property described below to Salt Lake County to become permanent property of Salt Lake County and to be administered in accordance with its established policies. I assign and transfer all rights, including any copyrights that I possess on these properties to Salt Lake County, without restrictions or conditions except those noted below under "Other provisions or restrictions."

Description of donation:
20 law books. 30 social work books, 7 video tapes

Value (estimated by the donor): 4000

Date of transfer of title and delivery.

Other provisions or restrictions, if any:

Donor Name: Joseph Yau
Please Print

Joseph Yau
Donor Signature

Donor Address: 2215 High Rise Ln, Sandy , UT 84092
Address State Zip

Donor E-mail:

9.2.2023
Date

Elected Official/Mayor or Designee

Salt Lake County hereby accepts the above donation under the conditions specified within this Declaration of Donation form, but makes no judgment as to the value of the Donation.

SALT LAKE COUNTY COUNCIL: _____ _____
Chair Date

ATTEST: _____,
County Clerk or Deputy County Clerk

We regret that we are not able to notify donors of the final disposition of their gift nor will items be returned to the donor. Disposition of the materials is at the discretion of Salt Lake County. All accepted donated materials is evaluated for use with the same criteria used in the selection & purchase of other materials. Donations may be added to the collection, sold exchanged, given to other organization or discarded.

Agenda Item

File #: 23-1162

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Acceptance of a Donation of Law Books, Social Work Books, and Novels from Joseph Yau Valued at $1,500

Requested Agenda Item Description: Acceptance of a donation of Law Books, Social Work Books, and Novels from Joseph Yau self-valued at $1,500.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Jim Cooper, Director of Library Services. Robin B. Chalhoub, Department Director of Community Services.

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Melissa Haslam, Officer Manager of Library Services

Are Supporting Documents Needed for this Agenda Item Request? Yes

powered by Legistar™

SALT LAKE COUNTY

1006

DECLARATION OF DONATION
COUNCIL APPROVAL
For County Council's approval consistent with Policy 1006

(Cash donations above $5,000; property donations above $1,000; Testamentary donations.)

I, Joseph Yau , irrevocably give, and where appropriate transfer, title to the property described below to Salt Lake County to become permanent property of Salt Lake County and to be administered in accordance with its established policies. I assign and transfer all rights, including any copyrights that I possess on these properties to Salt Lake County, without restrictions or conditions except those noted below under "Other provisions or restrictions."

Description of donation:
50 Books law, social work, novels

Value (estimated by the donor): 1500

Date of transfer of title and delivery:

Other provisions or restrictions, if any:

Donor Name: Joseph Yau
Please Print

Joseph Yau
Donor Signature

Donor Address: 2215 High Rise Ln, Sandy , UT 84092
Address State Zip

Donor E-mail:

8.11.2025
Date

Elected Official/Mayor or Designee

Salt Lake County hereby accepts the above donation under the conditions specified within this Declaration of Donation form, but makes no judgment as to the value of the Donation.

SALT LAKE COUNTY COUNCIL: _____ _____
Chair Date

ATTEST: _____.
County Clerk or Deputy County Clerk

We regret that we are not able to notify donors of the final disposition of their gift nor will items be returned to the donor. Disposition of the materials is at the discretion of Salt Lake County. All accepted donated materials is evaluated for use with the same criteria used in the selection & purchase of other materials. Donations may be added to the collection, sold exchanged, given to other organization or discarded.

Agenda Item

File #: 23-1159

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Acceptance of a Donation of Law School Textbooks and Reference Books from Joseph Yau Worth $3,500

Requested Agenda Item Description: Acceptance of a donation of law school textbooks and reference books from Joseph Yau self-valued at $3,500.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Jim Cooper, Director of Library Services. Robin B. Chalhoub, Department Director of Community Services.

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Melissa Haslam, Office Manager of Library Services

Are Supporting Documents Needed for this Agenda Item Request? Yes

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SALT LAKE COUNTY

1006

DECLARATION OF DONATION
COUNCIL APPROVAL
For County Council's approval consistent with Policy 1006

(*Cash donations above $5,000; property donations above $1,000; Testamentary donations.*)

I, Joseph Yau , irrevocably give, and where appropriate transfer, title to the property described below to Salt Lake County to become permanent property of Salt Lake County and to be administered in accordance with its established policies. I assign and transfer all rights, including any copyrights that I possess on these properties to Salt Lake County, without restrictions or conditions except those noted below under "Other provisions or restrictions."

Description of donation:
65 Law school tex and reference books

Value (estimated by the donor): 3500

Date of transfer of title and delivery:

Other provisions or restrictions, if any:

Donor Name: Joseph Yau
Please Print

Donor Signature

Donor Address: 2215 High Rise Ln, Sandy , UT 84092
Address State Zip

Donor E-mail:

Elected Official/Mayor or Designee

Date

Salt Lake County hereby accepts the above donation under the conditions specified within this Declaration of Donation form, but makes no judgment as to the value of the Donation.

SALT LAKE COUNTY COUNCIL:

Chair

Date

ATTEST:
County Clerk or Deputy County Clerk

We regret that we are not able to notify donors of the final disposition of their gift nor will items be returned to the donor. Disposition of the materials is at the discretion of Salt Lake County. All accepted donated materials is evaluated for use with the same criteria used in the selection & purchase of other materials. Donations may be added to the collection, sold exchanged, given to other organization or discarded.

Agenda Item

File #: 23-1164

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Approval of the Following Contribution from the Salt Lake County Mayor's Contribution Fund:

$1500 to the Frank Cordova Foundation

Requested Agenda Item Description: The Frank Cordova Foundation continues Frank's legacy by holding its annual Latino Community Turkey Drive. Every year, the Latino Community Turkey Drive has purchased and gathered turkeys that it distributes to needy families primarily through selected Title I schools and a few other community partners.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Michelle Hicks, Operations Manager.

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? Yes and I will send the request in writing

Requesting Staff Member: Michelle Hicks, Operations Manager.

Are Supporting Documents Needed for this Agenda Item Request? Yes

powered by Legistar™

APPLICATION FOR CONTRIBUTION

NAME OF ORGANIZATION: Frank Cordova Foundation

ADDRESS: 2311 West Pendleton Way

CITY: South Jordan STATE: Utah ZIP CODE: 84095

CONTACT PERSON: Dahlia Cordova PHONE NUMBER: +1 (801) 637-1436 EMAIL: dahliacordova1955@

ORGANIZATION OVERVIEW (which could include mission, history, and demographics served):

We are an organization that for 24 years has sought donations from the community to purchase turkeys for needy families of Children attending high poverty Title One schools in the Salt Lake City area. On an annual basis we have distributed 1,000 to 1,500 hundred turkeys during the Thanksgiving holiday.

TYPE OF REQUEST: Money X In-Kind _____

Have you previously requested money from SLCo? Yes

If yes, when and how much (previous three years)? 1500 1000

What is the amount of your request? 1500

The amount you are requesting is _____ of your annual agency budget.

What is the purpose of the money you are requesting?:

To purchase turkeys for the poor

PLEASE ATTACH:

- [x] **Copy of organizations nonprofit status.**
- [ ] **Copy of independent audit. If you do not have one, please enclose a copy of current financial statements.**

You will be expected to report to the Salt Lake County Mayor on how the money was used and the success of the project.

The undersigned hereby acknowledges that he or she has authority to bind the organization listed in the application. The applicant accepts the following terms and conditions as a condition of receiving and using County funds or the waiver of fees: County funds will be used solely for the purposes approved by the Mayor of Salt Lake County as applied for in this application. Any expenditure for purposes other than those approved will require a return of the entire grant amount and may disqualify the grantee from receiving any additional County funds. It is further understood that no grant fund will be made available to any County officer of employee or in violation of the requirements of the Public Employees Ethics Act (67-16-1 et seq.). No grant funds will be used for political or campaign purposes. As a further condition of the grant, all County funds may be subject to an audit as required by Salt Lake County. The applicant is required to complete the Disbursement of Funds Report Form for contributions more than $2,500.

Dated this 6th day of Novembr, 2023. Applicant _____

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-17-2015

Employer Identification Number:
81-0856692

Form: SS-4

Number of this notice: CP 575 E

FRANK CORDOVA FOUNDATION
2311 W PENDLETON WAY
SOUTH JORDAN, UT 84095

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-0856692. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it's very important that you use your EIN along with your complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information shown above isn't correct, please send us the correction using the attached tear-off stub.

Annual filing requirements

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax exempt, you may be required to file one of the following returns or notices:

Form 990, Return of Organization Exempt From Income Tax
Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
Form 990-PF, Return of Private Foundation
Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.

B. If you are not tax-exempt, you may be required to file one of the following returns:

Form 1120, U.S. Corporation Income Tax Return
Form 1041, U.S. Income Tax Return for Estates and Trusts
Form 1065, U.S. Return of Partnership Income

Please refer to Publication 1635, Understanding Your EIN, for more information about which forms you may be required to file.

(IRS USE ONLY) 575E 12-17-2015 FRAN O 9999999999 SS-4

Applying for Tax-Exempt Status

Receiving an EIN from the IRS is not the same thing as receiving IRS recognition of tax-exempt status. To apply for formal recognition of tax-exempt status, most organizations will need to complete either Form 1023, *Application for Recognition Under Section 501(c)(3) of the Internal Revenue Code*, or Form 1024, *Application for Recognition of Exemption Under Section 501(a)*. Submit the completed form, all applicable attachments, and the required user fee to:

Internal Revenue Service
PO Box 12192
Covington, KY 41012-0192

Publication 557, Tax Exempt Status for Your Organization, has details on the application, process as well as information on returns you may need to file.

Additional information

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you don't have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.
* Provide future officers of your organization with a copy of this notice.

If you have questions about your EIN, you can contact us using the phone number or address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you don't need to write us, please don't complete and return this stub.

Your name control associated with this EIN is FRAN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

(IRS USE ONLY) 575E 12-17-2015 FRAN O 9999999999 SS-4

Keep this part for your records. CP 575 E (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 E

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 12-17-2015
EMPLOYER IDENTIFICATION NUMBER: 81-0856692
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

FRANK CORDOVA FOUNDATION
2311 W PENDLETON WAY
SOUTH JORDAN, UT 84095

FOR TAX YEAR 2021

FRANK CORDOVA FOUNDATION

Global Business Solutions, LLC

438 East 200 South

Salt Lake City, UT 84111

(801)355-0105

Global Business Solutions, LLC

438 East 200 South
Salt Lake City, UT 84111
info@gbscpa.net
Phone: (801)355-0105 | Fax: (801)532-2198

May 16, 2022

Frank Cordova Foundation
2311 W Pendleton Way
South Jordan, UT 84095

Subject: Preparation of 2021 Tax Returns

Frank Cordova Foundation:

Thank you for choosing Global Business Solutions, LLC to assist with the 2021 taxes for Frank Cordova Foundation. This letter confirms the terms of the engagement and outlines the nature and extent of the services we will provide.

We will prepare the 2021 federal and state income tax returns for Frank Cordova Foundation. We will depend on management to provide the information we need to prepare complete and accurate returns. We may ask management to clarify some items but will not audit or otherwise verify the data submitted.

We will perform accounting services only as needed to prepare the tax returns. Our work will not include procedures to find defalcations or other irregularities. Accordingly, our engagement should not be relied upon to disclose errors, fraud, or other illegal acts, though it may be necessary for management to clarify some of the information submitted. We will inform management of any material errors, fraud, or other illegal acts we discover.

The law imposes penalties when taxpayers underestimate their tax liability. Call us if there are any concerns about such penalties.

Should we encounter instances of unclear tax law, or of potential conflicts in the interpretation of the law, we will outline the reasonable courses of action and the risks and consequences of each. We will ultimately adopt, on the behalf of Frank Cordova Foundation, the alternative selected by management.

Our fee is based on the time required at standard billing rates plus out-of-pocket expenses. Invoices are due and payable upon presentation. All accounts not paid within thirty (30) days are subject to interest charges to the extent permitted by state law.

We will return the original records to management at the end of this engagement. Store these records, along with all supporting documents, in a secure location. We retain copies of your records and our work papers from your engagement for up to seven years, after which these documents will be destroyed.

If management has not selected to e-file the returns with our office, management will be solely responsible to file the returns with the appropriate taxing authorities. The tax matters representative should review all tax-return documents carefully before signing them. Our engagement to prepare the 2021 tax returns will conclude with the delivery of the completed returns to management, or with e-filed returns, with the tax matters representative's signature and our subsequent submittal of the tax return.

To affirm that this letter correctly summarizes the arrangements for this work, sign the enclosed copy of this letter in the space indicated and return it to us in the envelope provided.

Thank you for the opportunity to be of service. For further assistance with your tax return needs, contact our office at

(801)355-0105.

Sincerely,

Richard C Price CPA MBA MAcc
Global Business Solutions, LLC

Accepted By:

_____
Officer

_____
Date

Global Business Solutions, LLC

438 East 200 South
Salt Lake City, UT 84111
info@gbscpa.net
Phone: (801)355-0105 | Fax: (801)532-2198

May 16, 2022

Frank Cordova Foundation
2311 W Pendleton Way
South Jordan, UT 84095

Frank Cordova Foundation:

Enclosed is the 2021 federal return for a tax-exempt organization, prepared for Frank Cordova Foundation from the information provided. The return will be e-filed with the IRS once we receive a signed Form 8879-TE, IRS e-file Signature Authorization for an Exempt Organization.

The federal return reflects neither a refund nor a balance due.

Thank you for the opportunity to be of service. For further assistance with the organization's tax return needs, contact our office at (801)355-0105.

Sincerely,

Richard C Price CPA MBA MAcc
Global Business Solutions, LLC

Global Business Solutions, LLC

438 East 200 South
Salt Lake City, UT 84111
info@gbscpa.net
Phone: (801)355-0105 | Fax: (801)532-2198

May 16, 2022

Frank Cordova Foundation
2311 W Pendleton Way
South Jordan, UT 84095

Your privacy is important to us. Read the following privacy policy.

We collect nonpublic personal information about you from various sources, including:

* Interviews regarding your tax situation

* Applications, organizers, or other documents that supply such information as your name, address, telephone number, Social Security Number, number of dependents, income, and other tax-related data

* Tax-related documents you provide that are required for processing tax returns, such as Forms W-2, 1099R, 1099-INT and 1099-DIV, and stock transactions

We do not disclose any nonpublic personal information about our clients or former clients to anyone, except as requested by our clients or as required by law.

We restrict access to personal information concerning you, except to our employees who need such information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.

If you have any questions about our privacy policy, contact our office at (801)355-0105.

Sincerely,

Richard C Price CPA MBA MAcc
Global Business Solutions, LLC

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ **Do not enter social security numbers on this form as it may be made public.**

▶ **Go to *www.irs.gov/Form990EZ* for instructions and the latest information.**

OMB No. 1545-0047

2021

Open to Public Inspection

A For the 2021 calendar year, or tax year beginning , 2021, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization
Frank Cordova Foundation

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
2311 W Pendleton Way

City or town, state or province, country, and ZIP or foreign postal code
South Jordan, UT 84095

D Employer identification number
81-0856692

E Telephone number
(801) 598-2234

F Group Exemption Number ▶

G Accounting Method: ☒ Cash ☐ Accrual Other (specify) ▶

H Check ▶ ☒ if the organization is **not** required to attach Schedule B (Form 990).

I Website: ▶

J Tax-exempt status (check only one) - ☒ 501(c)(3) ☐ 501(c)( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ . . . . . ▶ $ 12,721

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I . . . . . ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	12,721
	2	Program service revenue including government fees and contracts	2	
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory — 5a		
	b	Less: cost or other basis and sales expenses — 5b		
	c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events:		
	a	Gross income from gaming (attach Schedule G if greater than $15,000) — 6a		
	b	Gross income from fundraising events (not including $ ____ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000) — 6b		
	c	Less: direct expenses from gaming and fundraising events — 6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	
	7a	Gross sales of inventory, less returns and allowances — 7a		
	b	Less: cost of goods sold — 7b		
	c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)	7c	
	8	Other revenue (describe in Schedule O)	8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	12,721
Expenses	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	
	13	Professional fees and other payments to independent contractors	13	
	14	Occupancy, rent, utilities, and maintenance	14	
	15	Printing, publications, postage, and shipping	15	
	16	Other expenses (describe in Schedule O)	16	12,799
	17	**Total expenses.** Add lines 10 through 16 ▶	17	12,799
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)	18	(78)
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	6,480
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20 ▶	21	6,402

Client Copy

Part II **Balance Sheets** (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II . . . . . ☐

		(A) Beginning of year		(B) End of year
22	Cash, savings, and investments	6,480	22	6,402
23	Land and buildings	0	23	0
24	Other assets (describe in Schedule O)	0	24	0
25	**Total assets**	6,480	25	6,402
26	**Total liabilities** (describe in Schedule O)	0	26	0
27	**Net assets or fund balances** (line 27 of column (B) **must** agree with line 21)	6,480	27	6,402

Part III **Statement of Program Service Accomplishments** (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III . . . . . ☐

What is the organization's primary exempt purpose? See Sch O

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 See Sch O

(Grants $) If this amount includes foreign grants, check here . . . . . ▶ ☐ 28a 0

29

(Grants $) If this amount includes foreign grants, check here . . . . . ▶ ☐ 29a

30

(Grants $) If this amount includes foreign grants, check here . . . . . ▶ ☐ 30a

31 Other program services (describe in Schedule O) . . . . . .

(Grants $) If this amount includes foreign grants, check here . . . . . ▶ ☐ 31a

32 **Total program service expenses** (add lines 28a through 31a) . . . . . ▶ 32 0

Part IV **List of Officers, Directors, Trustees, and Key Employees** (list each one even if not compensated - see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV . . . . . ☐

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/ 1099-NEC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Nate Salazar Trustee	1.00	0	0	0
Dahlia Cordova Trustee	1.00	0	0	0
Ernie Gamonal Trustee	1.00	0	0	0
Linda Wignall Trustee	1.00	0	0	0
Chuck Salazar Trustee	1.00	0	0	0
Maria Cordova Trustee	1.00	0	0	0
Gregoria Cordova Trustee	1.00	0	0	0
Diego Cordova Trustee	1.00	0	0	0
Sfaron Chavez Trustee	1.00	0	0	0
Kathy Ramero Trustee	1.00	0	0	0
Mike Ramero Trustee	1.00	0	0	0

Client Copy

Part V **Other Information** (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V . . . . . ☐

			Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O	33		x
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions	34		x
35 a	Did the organization have unrelated business gross income of $1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?	35a		x
b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O	35b		
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III	35c		x
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	36		x
37 a	Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ 37a			
b	Did the organization file **Form 1120-POL** for this year?	37b		x
38 a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee **or** were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a		x
b	If "Yes," complete Schedule L, Part II, and enter the total amount involved 38b			
39	Section 501(c)(7) organizations. Enter:			
a	Initiation fees and capital contributions included on line 9 39a			
b	Gross receipts, included on line 9, for public use of club facilities 39b			
40 a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ ; section 4912 ▶ ; section 4955 ▶			
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b		x
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶			
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization ▶			
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e		x
41	List the states with which a copy of this return is filed ▶			
42 a	The organization's books are in care of ▶ Nate Salazar Telephone no. ▶ 801-598-2234			
	Located at ▶ 2311 W Pendleton Way, South Jordan, UT ZIP + 4 ▶ 84095			
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	42b		x
	If "Yes," enter the name of the foreign country ▶			
	See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
c	At any time during the calendar year, did the organization maintain an office outside the United States?	42c		x
	If "Yes," enter the name of the foreign country ▶			
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of **Form 1041**-Check here ▶ ☐ and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43			

			Yes	No
44 a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a		x
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b		x
c	Did the organization receive any payments for indoor tanning services during the year?	44c		x
d	If "Yes," to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d		
45 a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a		x
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions	45b		x

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			Yes	No
46	Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	46		X

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47 - 49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI ☐

			Yes	No
47	Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	47		X
48	Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	48		X
49a	Did the organization make any transfers to an exempt non-charitable related organization?	49a		X
b	If "Yes," was the related organization a section 527 organization?	49b		

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than $100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/ 1099-NEC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over $100,000 ▶

51 Complete this table for the organization's five highest compensated independent contractors who each received more than $100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over $100,000 ▶

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A ▶ ☒ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Nate Salazar
Signature of officer — Date

Nate Salazar, President
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Richard C Price CPA MBA M	Richard C Price CPA MBA	05-16-2022		XXXXXXXXX

Firm's name ▶ Global Business Solutions, LLC — Firm's EIN ▶

Firm's address ▶ 438 East 200 South
Salt Lake City UT 84111 — Phone no. 801-355-0105

May the IRS discuss this return with the preparer shown above? See instructions ▶ ☐ Yes ☒ No

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SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization	**Employer identification number**
Frank Cordova Foundation	81-0856692

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 ☒ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . .

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

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Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4 .						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ▶ ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2021 (line 6, column (f), divided by line 11, column (f)) . . . . . 14 %

15 Public support percentage from 2020 Schedule A, Part II, line 14 . . . . . 15 %

16a **33 1/3% support test - 2021.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ▶ ☐

b **33 1/3% support test - 2020.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization. . . . . ▶ ☐

17a **10%-facts-and-circumstances test - 2021.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ▶ ☐

b **10%-facts-and-circumstances test - 2020.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ▶ ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ▶ ☐

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Part III **Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")		15,580	16,250	18,977	23,721	74,528
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5		15,580	16,250	18,977	23,721	74,528
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						74,528

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6		15,580	16,250	18,977	23,721	74,528
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	0	15,580	16,250	18,977	23,721	74,528

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ▶ ☒

Section C. Computation of Public Support Percentage

15	Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	%
16	Public support percentage from 2020 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2021** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2020** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2021.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

b **33 1/3% support tests - 2020.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ▶ ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶ ☐

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Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* ***Part VI****, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* ***Part VI****.*	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI****.*	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI****.*	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

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Part IV Supporting Organizations *(continued)*

			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?			
a	A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described in line 11a above?	11b		
c	A 35% controlled entity of a person described in 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* ***Part VI.***	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1		
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2		

Section C. Type II Supporting Organizations

			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1		

Section D. All Type III Supporting Organizations

			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1		
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2		
3	By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3		

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* ***(see instructions)****.*

a ☐ The organization satisfied the Activities Test. *Complete* ***line 2*** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* ***line 3*** *below.*

c ☐ The organization supported a governmental entity. *Describe in* ***Part VI*** *how you supported a government entity (see instructions).*

			Yes	No
2	Activities Test. ***Answer lines 2a and 2b below.***			
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b		
3	Parent of Supported Organizations. ***Answer lines 3a and 3b below.***			
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No," provide details in* ***Part VI.***	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* ***Part VI*** *the role played by the organization in this regard.*	3b		

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 *(explain in **Part VI**)*. **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income			(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3.	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount			(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
c	Fair market value of other non-exempt-use assets	1c		
d	**Total** (add lines 1a, 1b, and 1c)	1d		
e	**Discount** claimed for blockage or other factors *(explain in detail in **Part VI**)*:			
2	Acquisition indebtedness applicable to non-exempt-use assets	2		
3	Subtract line 2 from line 1d.	3		
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 0.035.	6		
7	Recoveries of prior-year distributions	7		
8	**Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount				Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1		
2	Enter 0.85 of line 1.	2		
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4	Enter greater of line 2 or line 3.	4		
5	Income tax imposed in prior year	5		
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

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Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D - Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required) - *provide details in* ***Part VI***)	5	
6	Other distributions *(describe in* ***Part VI****).* See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive *(provide details in* ***Part VI****).* See instructions.	8	
9	Distributable amount for 2021 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)		**(i) Excess Distributions**	**(ii) Underdistributions Pre-2021**	**(iii) Distributable Amount for 2021**
1	Distributable amount for 2021 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2021 (reasonable cause required - *explain in* ***Part VI****).* See instructions.			
3	Excess distributions carryover, if any, to 2021			
a	From 2016			
b	From 2017			
c	From 2018			
d	From 2019			
e	From 2020			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2021 distributable amount			
i	Carryover from 2016 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2021 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2021 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* ***Part VI****.* See instructions.			
6	Remaining underdistributions for 2021. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* ***Part VI****.* See instructions.			
7	**Excess distributions carryover to 2022**. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2017			
b	Excess from 2018			
c	Excess from 2019			
d	Excess from 2020			
e	Excess from 2021			

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Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

▶ **Attach to Form 990 or Form 990-EZ.**
▶ **Go to *www.irs.gov/Form990* for the latest information.**

OMB No. 1545-0047

2021

Open to Public Inspection

Name of the organization
Frank Cordova Foundation

Employer identification number
81-0856692

01. Description of other expenses (Part I, line 16)

Description	Amount
Food	12,619
Website	180

Client Copy

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization for a Tax Exempt Entity

For calendar year 2021, or fiscal year beginning , 2021, and ending , 20

▶ **Do not send to the IRS. Keep for your records.**

▶ **Go to *www.irs.gov/Form8879TE* for the latest information.**

OMB No. 1545-0047

2021

Name of filer

Frank Cordova Foundation

EIN or SSN

81-0856692

Name and title of officer or person subject to tax

Nate Salazar, President

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here ▶	☐	b	**Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b
2a	**Form 990-EZ** check here ▶	☒	b	**Total revenue,** if any (Form 990-EZ, line 9)	2b 12,721
3a	**Form 1120-POL** check here ▶	☐	b	**Total tax** (Form 1120-POL, line 22)	3b
4a	**Form 990-PF check here** ▶	☐	b	**Tax based on investment income** (Form 990-PF, Part V, line 5)	4b
5a	**Form 8868 check here** ▶	☐	b	**Balance due** (Form 8868, line 3c)	5b
6a	**Form 990-T check here** ▶	☐	b	**Total tax** (Form 990-T, Part III, line 4)	6b
7a	**Form 4720 check here** ▶	☐	b	**Total tax** (Form 4720, Part III, line 1)	7b
8a	**Form 5227 check here** ▶	☐	b	**FMV of assets at end of tax year** (Form 5227, Item D)	8b
9a	**Form 5330** check here ▶	☐	b	**Tax due** (Form 5330, Part II, line 19)	9b
10a	**Form 8038-CP** check here ▶	☐	b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☐ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2021 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☒ I authorize **Global Business Solutions,** to enter my PIN **84095** as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2021 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶ Date ▶ **05-16-2022**

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. **874814 84111**

Don't enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2021 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ **Richard C Price CPA MBA MAcc** Date ▶ **05-16-2022**

ERO Must Retain This Form - See Instructions
Don't Submit This Form to the IRS Unless Requested To Do So

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Agenda Item

File #: 23-1177

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Approval of the Following Contribution from Councilmember Granato's Office:

$2,000 contribution to the Utah Food Bank

Requested Agenda Item Description: Councilmember Ann Granato will donate to an organization from her office.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Councilmember Ann Granato.

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Nick Steffens, Senior Policy Advisor.

Are Supporting Documents Needed for this Agenda Item Request? No

Agenda Item

File #: 23-1180

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Approval of the Following Contribution from Councilmember Dave Alvord's Office:

$1,300 Contribution to Pro-Life Utah.

Requested Agenda Item Description: Approval of the Following Contribution from Councilmember Dave Alvord's Office: $1,300 From My Remaining Council Office Discretionary Budget to Pro-Life Utah.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Councilmember Dave Alvord.

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Corinne Johnson, Senior Policy Advisor.

Are Supporting Documents Needed for this Agenda Item Request? No

Agenda Item

File #: 23-1178

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Approval of the Following Contribution from Council Member Jim Bradley's Office:

$300 Ririe-Woodbury Dance Company
$300 Repertory Dance Theatre

Requested Agenda Item Description: Councilmember Jim Bradley will donate to an organization from his office.

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): Councilmember Jim Bradley.

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Bobby Sampson, Senior Policy Advisor.

Are Supporting Documents Needed for this Agenda Item Request? No

Agenda Item

File #: 23-1149

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Tax Administration's Request under Utah Code 59-2-137

Requested Agenda Item Description: Request by Alrasool Center to grant a tax abatement for tax years 2018-2022 pursuant to Utah Code 59-2-1347 on parcel 21-11-154-040-0000 (recommend grant)

Requested Action: Consent

Presenter(s) (with titles): Brad Neff, Tax Administrator, Council-Tax Administration

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? Yes and I will send the request in writing

Requesting Staff Member: Rhonda Hypio, Administrative Assistant, Council-Tax Administration

Are Supporting Documents Needed for this Agenda Item Request? Yes

powered by Legistar™

SALT LAKE COUNTY
COUNCIL-TAX ADMINISTRATION

Council-Tax Administration
Brad Neff
Tax Administrator

Salt Lake County Government Center
2001 South State Street, N2-300
PO Box 144575
Salt Lake City, UT 84114-4575

December 12, 2023

The Salt Lake County Council
2001 South State, N2200
Salt Lake City, Utah 84190-1010

Attn: Aimee Winder Newton, Chair

RE: Request by Alrasool Center to grant a tax abatement for tax years 2018 -2022 pursuant to Utah Code 59-2-1347 on parcel 21-11-154-040-0000 (recommend grant)

Council Members:

The Property Tax Committee, at a meeting on November 16, 2023, considered a request to grant an abatement of property taxes for tax years 2018 – 2022 pursuant to Utah Code 59-2-1347 the above-mentioned parcel. The committee recommends the request be granted.

The Alrasool Center is a non-profit corporation organized in December 1999 as an Islamic Cultural center. It received a religious exemption prior to 2018. The Center acquired the historic 1894 Taylorsville Chapel in September 2008. Since that time, the Claimant operated the property as a mosque and religious center.

In 2018, the Board of Alrasool decided to split off an adjacent residential property from the larger mosque property. In so doing, the mosque property was inadvertently transferred to a trustee, Hani A. Al-Herz in his individual capacity rather than in his capacity as a Trustee of the Alrasool Center. The Trustees of the Center are not sophisticated in real estate matters and relied on the title company's and realtor's expertise. The result of the transfer terminated the charitable exemption because the property was no longer owned by a non-profit organization. However, the property continued to be used as a mosque and religious center and continues the same use to the present day. The inadvertent error was corrected on January 12, 2023, and the property was deeded back to the non-profit.

As a result of the loss of exemption, property taxes have accrued as follows:

Tax Year	Tax
2018	$4,397.22
2019	$19,670.39
2020	$18,819.53
2021	$18,586.22
2022	$17,875.34
Total	$79,348.70

The taxes remain unpaid, and the Claimant asserts that the members of the congregation do not have the ability to pay the taxes, and requests that the County abate the taxes pursuant to Utah Code Section 59-2-1347. Under this provision, the county legislative body may abate the taxes if it determines that the "best human interests and the interests of the state and the county are served".

Based on the available evidence, the Property Tax Committee recommends the request for a property tax abatement be granted as the operation of the center serves important societal, community, county, and state interests. An abatement of the taxes identified above in the total amount of $79,348.70 is appropriate, with the Treasurer's office to determine the final amount to be abated, with any necessary adjustments for penalty and/or interest paid or accrued.

Sincerely,

Brad Neff, Chair
Property Tax Committee

cc Alrasool Center
c/o R. Brooke Williamsen, Attorney
975 East Wood Oak Lane, #102
Salt Lake City, UT 84117

cc Treasurer's Office

Agenda Item

File #: 23-1150

Requested Agenda Date:
12/12/2023

Requested Agenda Title:
Conflict of Interest Disclosure Statement - Arts & Culture - Employee
Katelynn Killian

Requested Agenda Item Description: The Community Services Department is submitting the following Conflict of Interest Disclosure Statement for its Arts & Culture agency:

Employee:
a. Katelynn Killian, Deseret Experimental Opera

Requested Action: Discussion - Vote Needed

Presenter(s) (with titles): NA

Time Needed: Less than 5 MINS

Is this Item Time-Sensitive and/or Requesting a Time-Certain? No

Requesting Staff Member: Grace Hanley, Department of Community Services Assistant

Are Supporting Documents Needed for this Agenda Item Request? Yes

Jennifer Wilson, *Salt Lake County Mayor*

Robin B. Chalhoub, *Community Services Director*

Matthew Castillo, *Division Director*

November 16, 2023

To Whom It May Concern

The Salt Lake County Arts & Culture Department submit the following County Disclosure Forms for Review:

Employees:

- Katelynn Killian, Deseret Experimental Opera

If you have any questions, please do not hesitate to contact me.
Sincerely,

Matthew Castillo Digitally signed by Matthew Castillo Date: 2023.11.28 12:13:15 -07'00'

Matthew Castillo
Division Director

Joey McNamee Digitally signed by Joey McNamee Date: 2023.12.01 10:34:50 -07'00' On behalf of Robin B. Chalhoub

Department Director

DISCLOSURE OF PERSONAL OR FINANCIAL INTEREST
(Use one form for each outside business entity or person you are associated with for which disclosure is required in the above section. If multiple forms for multiple outside business entities or persons are submitted, only one form need be signed and notarized.)

Under the provisions of the County Officers and Employees Disclosure Act, §§ 17-16a-1 et seq., U.C.A., 1953 as amended, I, the undersigned, under penalties of perjury, make the following statement regarding my personal or business interest. (*Type or print all information.*)

A. Katelynn Killian | Arts for All Program Manager | 3854682527
Covered Person | Position, or County Division for which you are employed or volunteering | County/Volunteer's Phone

131 South Main Street Salt Lake City UT 84101
Covered Person's County Address/Volunteer's Address

B. Deseret Experimental Opera
Outside institution, entity, private business or person in which the Covered Person has a personal or business interest for which disclosure is required in the above section

Board Member
Covered person's status, relationship or commitment to the institution, entity, business or person named above

[redacted]
Address and phone number of the institution, entity, business or person named above

C. Select the category that applies to yourself and the outside institution, entity, business or person identified in subsection (B) above:

- ☐ I receive or have agreed to receive compensation for assisting a person or business entity in a transaction involving Salt Lake County.
- ☒ I am an officer, director, agent, employee or the owner of a substantial interest in a business entity that is subject to the regulation of Salt Lake County.
- ☐ I am an officer, director, agent, employee or owner of a substantial interest in a business entity that does or anticipates doing business with Salt Lake County.
- ☐ I hold an investment or other financial interest that creates a potential or actual conflict with my public duties.
- ☐ I hold a personal interest that creates a potential or actual conflict with my public duties.
- ☐ None of the above categories apply.

D. Give a detailed description of the actual or potential conflicts of interest identified above, i.e., the nature of the relationship of each business entity or person with the County. Use more sheets if necessary. (*This disclosure statement will not be accepted as valid unless this section is completed.*)

Deseret Experimental Opera recieves ZAP grant funding. I as their board member and a Salt Lake County employee could have a potential conflict of interest at some point.

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.

Signed on the 15 (Date) day of November (Month), 2023 (Year),

at Salt Lake City
City or other location, and state or county

Katelynn Killian
Printed Name

Signature

This statement is a public document. It must be filed with the covered person's immediate supervisor, volunteer or community liaison, division director, department director or elected official, and the County Council. It must be filed when the potential conflict arises and re-filed every January, as long as the potential conflict exists.

SALT LAKE COUNTY

2001 So. State Street
Salt Lake City, UT 84114
(385) 468-7500 TTY 711

Meeting Minutes

Tuesday, November 21, 2023

10:00 AM

Room N2-800

County Council

1. CALL TO ORDER

Present: Council Member Suzanne Harrison
Council Member Laurie Stringham
Council Member Jim Bradley
Council Member Arlyn Bradshaw
Council Member Dave Alvord
Council Chair Aimee Winder Newton
Council Member Ann Granato
Council Member Sheldon Stewart
Council Member Dea Theodore

Invocation - Reading or Thought - Pledge of Allegiance

Council Member Stewart led the Pledge of Allegiance to the Flag of the United States of America.

2. PUBLIC COMMENT

Ms. Janice Kimball, Chief Executive Officer, Housing Connect, stated the County provides $450,000 in General Funds to Housing Connect to give service assistance at two of Housing Connect's housing projects. Housing Connect also provides $300,000 of these dollars to The Road Home. She urged the County to continue to support these vital programs.

Ms. Alisha Peart Operations Manager, Catholic Community Services, stated the Weigand Resource Center provides critical services to people experiencing homelessness and is currently being remodeled. Once the remodel is complete, it will begin providing mental health services in addition to the other services it provides. The day shelter is the only day shelter in the County. Cutting services will result in people experiencing greater exposure to the elements during the winter months.

Ms. Ashlyn Montague, 4H Extension Program, stated the Utah 4H program has provided her with many opportunities and valuable skills. It has taught her how to write a resume and cover letter from scratch, which has helped her obtain every job and internship she has pursued. The Horse Program helped her obtain an athletic scholarship. 4H has helped her to travel and make lifelong friendships.

Ms. Emma Evans stated the 4H program has taught her leadership and teamwork skills,

public speaking skills, how to care for livestock, healthy living skills, and science, technology, engineering, and math (STEM). It has given her community service and business opportunities.

Mr. Caleb Van Wagoner stated he has been a part of 4H for seven years and has learned about robotics, livestock, STEM, healthy living, and leadership. He is currently part of the Junior Team Council, Drone Team, and Project Invent team. Continued funding will give people like him the opportunity to continue to learn and grow.

Mr. Val Potter, Assistant to the Vice President, Utah State University (USU) Extension, asked the Council to fully support USU Extension in its budget. He shared that when he was a Council member for Cache County in 2014, the Council there was considering cutting funding to 4H due to having a tight budget. After taking a deep dive and learning about all the services to the constituents, the Council concluded that cutting funding to USU Extension would be shortsighted and would not benefit members of the community. He encouraged the Council to leave the budget as it was.

Mr. Shawn Nielson, Associate Director of Family and Community Engagement, Granite School District, stated education is crucial to overcoming intergenerational poverty. The USU Extension program offers support to families through workshops and classes, and this is invaluable to the work Granite School District does. Post research surveys performed by USU Extension indicate a high level of success.

Ms. Thelma Vasquez spoke in favor of continuing to fund the USU Extension program because it is very valuable to Kearns Metro Township and Latin families in general.

3. REPORT OF ELECTED OFFICIALS:

3.1. County Council Members

Council Member Granato stated the Council of Governments met last Thursday for its final meeting of the year. There was a lively discussion about funding for the homeless and Mayor Monica Zoltanski of Sandy City pointed out that a lot of funds are directed toward new construction. She would like to see funding directed toward existing housing.

The Public Works recommendations for the distribution of nearly $3 million in transportation funding were passed unanimously.

Council Member Theodore reminded everyone that today was Election Day and to turn in their ballots because municipal elections are important.

Council Member Stewart thanked the staff for all the time that had been put into budget this year. The importance of budget is what drives priorities in the County. Times are unique and uncertain. Many seniors in his district reach out to him expressing that tax increases have created a lot of burden for them.

Council Member Stringham stated she attended the Utah Association of Counties conference where she was able to participate in many valuable trainings. She was glad to say next year's conference would not be held during budget season.

Council Member Alvord stated he had circulated a list among his colleagues related to the budget the night before. It included his suggestions of cuts that could be made to reduce the tax burden and stave off a tax increase. His suggested cuts made up about one percent of the total proposed budget.

He shared that CNBC recently reported that consumers in the middle and lower classes are hit the hardest by inflation. Paychecks are being stretched and people are having to take on separate jobs. He stated he felt the Mayor's proposed budget was a step in the right direction, but did not do quite enough.

3.2. County Mayor

3.3. Other Elected County Officials

Mr. Ralph Chamness, Chief Deputy District Attorney, stated the District Attorney's Office recently received two checks from its insurance company for a climate resiliency rebate totaling around $261,000. Those checks have been forwarded to the General Fund.

4. WORK SESSION

4.1 Proposed Hire Report / Incentive Plans - $3,000 and Under / Weekly Reclassification Report 23-1079

Attachments: Staff Report
Proposed Hire Report 11-15-2023
Incentive Plans $3,000 and Under 11-21-2023
Weekly Reclassification Report 11-21-2023

Presenter: Hoa Nguyen, Council Budget and Policy Analyst. (Approx. 10:20AM, 5 Min.)
Informational

Ms. Hoa Nguyen, Budget and Policy Analyst, Council Office, reviewed the new hires. There were no incentive plans nor reclassifications.

4.2 **Council Discussion and Direction Regarding the Approval of a 2024 Tentative Budget:** 23-1089

1. Budget Reduction Strategies:

- **a. Contra Accounts as Recommended by the Mayor**
- **b. Elimination of Funding - Vacant Positions and/or FTE Slots**
- **c. Exemption for Certain Organizations and Categories of County Employees**

2. Transformational Initiatives (TI)
3. Compensation for County Employees
4. Changes in FTEs

Attachments: Staff Report

Presenter: David Delquadro, Council Fiscal Manager. (Approx. 10:25AM, 120 Min.)
Discussion/Direction

– Review List

Scrubber

Mr. David Delquadro, Chief Financial Manager, Council Office, stated the $90,000 for a scrubber that was initially included in the Mayor's Administrative Services budget was no longer necessary. He asked the Council to formally vote to remove this item.

A motion was made by Council Member Stringham, seconded by Council Member Alvord, that the scrubber be removed from the Administrative

Services budget. The motion carried by a unanimous vote.

2024 Savings Strategies and FTE Changes

Mr. David Delquadro, Chief Financial Manager, Council Office, delivered a recap regarding the attempt to achieve savings on the Mayor's proposal. It would be a "three-legged stool" with a 1 percent cut in vacant positions, a 2 percent contra account to be applied to the operating budget, and a 3 percent contra account to be applied to the personnel appropriation. Additionally, there would be a hiring freeze and the filling of vacant positions would need to be justified. He asked what the Council would like to do to advance those savings.

Council Member Winder Newton stated she has had "heartburn" over the hiring freeze because approving necessary positions would be time consuming and would take a lot of resources. She also felt a hiring freeze might encourage the County to keep under-performing employees. After having conversations with fiscal staff from both the Mayor's Office and the Council Office, she proposed the following legislative intent:

It is the intent of the county council to adopt the 3 percent personnel contra and 2 percent operations contra accounts as proposed in the mayor's budget, but without the hiring freeze. Departments and independent elected officials will have the flexibility to hire positions as they become vacant, but will be held accountable during the mid-year budget for maintaining the contra levels. If they cannot maintain the contra levels, they may be given flexibility if their FTE counts and personnel budgets remain the same as was in effect on Jan. 1, 2024. The council will be evaluating the contras between now and June.

A motion was made by Council Member Winder Newton, seconded by Council Member Bradshaw, to adopt the proposed legislative intent.

A substitute motion was made by Council Member Alvord, seconded by Council Member Stewart, to 1) eliminate vacant positions identified in the Mayor's proposed budget and additional vacant FTE positions as well as the associated personnel appropriations associated with those positions identified in the Countywide Report of Vacant Positions provided by fiscal staff as of November 2023; and 2) implement an across-the-board reduction of two percent to the Mayor's proposed budget in the operations

appropriation unit for each County department, office, agency in the Council's recommended 2024 budget.

Mr. Darrin Casper, Deputy Mayor of Finance and Administration, stated he liked the original motion because it kept pressure on the individual organizations. He asked for clarification on the current number of vacancies that existed. He added that some of the FTEs being discussed were grant funded.

Council Member Alvord stated there were 67 FTEs being considered. His list identified a few other positions, but his motion aligned with the Mayor's list.

A substitute motion was made by Council Member Alvord, seconded by Council Member Stewart, to 1) eliminate vacant positions identified in the Mayor's proposed budget and additional vacant FTE positions as well as the associated personnel appropriations associated with those positions identified in the Countywide Report of Vacant Positions provided by fiscal staff as of November 2023; and 2) implement an across-the-board reduction of two percent to the Mayor's proposed budget in the operations appropriation unit for each County department, office, agency in the Council's recommended 2024 budget. The motion failed by a 6 to 3 vote, with Council Members Stringham, Winder Newton, Bradshaw, Harrison, Granato, and Bradshaw voting "Nay."

Council Member Stringham suggested a friendly amendment to Council Member Winder Newton's motion that would have the Council go through each department's budget to help look for efficiencies.

Council Member Winder Newton stated she liked the idea and would be happy to add a line stating: "The Council will be evaluating the contra accounts from now until June."

A motion was made by Council Member Winder Newton, seconded by Council Member Bradshaw, to adopt the proposed legislative intent, adding that the Council would be evaluating the contra accounts from now until June. The motion carried by a unanimous vote.

Workforce Inclusion & Successful Employment (WISE) Program

Mayor Jennifer Wilson stated she recognized where this was likely going, but she felt the County needed to invest in young people who were not college bound and who needed stabilization. They have deep challenges working against them. This may not be a program that continued, but she asked that, because there is one-time money available, the County continue to work through this challenge.

A motion was made by Council Member Alvord, seconded by Council Member Stringham, to eliminate the WISE program from the budget. The motion carried by a 6 to 3 vote, with Council Members Granato, Bradley, and Bradshaw voting "Nay."

Compensation: Tiered Recognation Payments of 2 percent, 1.5 percent, and 1 percent.

Council Member Winder Newton stated while she does not like the idea of bonuses becoming expected, she is concerned about losing good employees. The County needs to maintain its workforce. She would prefer to cut the bonuses and increase the cost of living adjustment (COLA) to four percent.

A motion was made by Council Member Harrison, seconded by Council Member Granato, to eliminate the tiered recognition payments and, instead, increase the COLA to four percent. The Legal Defenders Association (LDA) would be included in this.

Council Member Stringham asked what the 1.25 percent being discussed amounted to.

Mr. David Delquadro, Chief Financial Manager, Council Office, stated it would be reasonable to assume it was around $4 million if LDA was included.

Council Member Stringham asked for a friendly amendment stating the Council would have to make up for the amount coming from the General Fund in cuts in the next nine months to ensure everything is structurally sound.

Council Member Harrison stated her preference would be not to accept

the friendly amendment.

Council Member Winder Newton asked Mr. Casper for his opinion on the motion.

Mr. Darrin Casper, Deputy Mayor of Finance and Administration, stated it would be manageable and within striking distance. He was comfortable with it.

A motion was made by Council Member Harrison, seconded by Council Member Granato, to eliminate the tiered recognition payments and, instead, increase the COLA to 4 percent. The Legal Defenders Association (LDA) would be included in this. The motion carried by a 6 to 3 vote, with Council Members Alvord, Stewart, and Theodore voting "Nay."

Council Member Stewart stated his vote in opposition was due to lack of structural soundness.

$1.25 Million Equity Fund (Not on the List)

Council Member Alvord asked if this would be a good time to talk about the Equity Fund, which was not on the list. He had been told by an independent elected official that their office was denied a position because the applicant was not a member of a protected class.

Mr. David Delquadro, Chief Financial Manager, Council Office, stated all members of the committee were present to address this issue.

Council Member Alvord asked why this individual was denied.

Mr. Delquadro stated the first objective was to address protected classes outside the market. He, Sharon Roux, Director, Human Resource Division, and Darrin Casper, Deputy Mayor of Finance and Administration, tried to determine where a class of jobs was in relation to the market, knowing there was not enough money to bring everyone up to market rate. Data provided by Human Resources indicated some people were further away than others. The process and priorities were presented to the Council on June 13, 2023.

A motion was made by Council Member Alvord, seconded by Council

Member Theodore, to eliminate the remaining $1.2 million from the Equity Fund and restore it to the General Fund.

Council Member Stringham asked Sharon Roux, Director, Human Resource Division, what would need to be done to finish up the survey in 2024.

Ms. Sharon Roux, Director, Human Resource Division, stated Human Resources would have to hire external resources. She did not have a dollar amount, but said she could come up with a quote quickly.

A motion was made by Council Member Stringham, seconded by Council Member Granato, to direct Human Resources to determine how much it will cost to perform a full salary survey of the remaining 49 percent of the positions within Salt Lake County, and hold on the $1.25 million until the data is available by end of 2024. The motion carried by an 8 to 1 vote, with Council Member Stewart voting "Nay."

Council Member Stewart stated he voted "Nay" because the amount of $250,000 that was mentioned felt like an open ticket.

Ms. Catherine Kanter, Deputy Mayor of Regional Operations, asked if the Equity Adjustment Committee should defer decisions already in the queue.

Council Member Stringham stated those decisions should not be deferred.

Disucssion regarding the $3.1 million contract payment for the Unified Fire Authority

Mr. David Delquadro, Chief Financial Manager, Council Office, stated the current contract with Unified Fire Authority (UFA) is broken into two payments. He asked that the 2 percent contra piece be applied to the second payment, but not the first, as this would affect UFA's budget. The contract amount is $3.1 million, which was agreed upon in June. UFA has asked the County not to cut that for this budget year.

Council Member Alvord stated if there were cuts, UFA would have to raise premiums. He did not think this could create a crisis, but other bad things could come of it.

A motion was made by Council Member Alvord, seconded by Council Member Bradshaw, to keep the full contract amount promised to UFA consistent with the previous commitment. The motion carried by a unanimous vote.

Contributions made from the General Fund

Council Member Winder Newton stated the Auditor suggested a better process be put in place for the Council giving contributions to nonprofit organizations. She read legislative intent:

It is the legislative intent of the Salt Lake County Council to establish the following requirements for appropriations in the form of contributions made to nonprofit entities in the 2024 budget:
1) Contributions that are funded by the Council in the 2024 budget shall be set aside and may only be released to nonprofit entities following the Council's approval of revisions to Countywide Policy 1200: Contributions, In-Kind Assistance, and Fee Waivers, which revisions should clarify and resolve the policy issues identified in a recent countywide audit of contributions.
2) All nonprofit entities receiving contributions from Salt Lake County shall comply with the requirements in Salt Lake Countywide Policy 1200, as may be amended, prior to the disbursement of funds by the County. These requirements may include submitting a written application for the contribution, agreeing to file a disbursement of funds report for contributions in excess of $2,500, and agreeing to submit to an audit if requested.
3) Consistent with Salt Lake County Ordinance § 3.28.010, for all contributions in excess of $50,000, the County shall enter into a written agreement with the nonprofit entity in a manner reviewed and advised by the District Attorney prior to the disbursement of funds by the County. Such agreements should protect the County's financial and legal interests and oblige the nonprofit entity to comply with all applicable legal and reporting requirements.

Council Member Granato asked if there could be a time certain on the revision of the policy.

Mr. Mitchell Park, Legal Counsel, Council Office, stated in the County's response to the Auditor, it agreed to look at things prior to February 1, 2024.

A motion was made by Council Member Winder Newton, seconded by Council Member Granato, to approve the above legislative intent with a line added that the policy would be complete by February 1, 2024. The motion carried by a unanimous vote.

Council Member Bradshaw asked how this would affect disbursements to Housing Connect.

Ms. Catherine Kanter, Deputy Mayor of Regional Operations, stated the timing would not work for Housing Connect, nor would it work for the Weigand Center. Housing Connect uses its funds largely for rental assistance, and disbursement is determined on a week-to-week basis. Holding funding for the Weigand Center could affect hours of operation for the center and this would be very undesirable during the winter months.

Council Member Bradshaw stated there are existing contracts for Housing Connect and the Weigand Center, so the Auditor's concerns should not apply to those two organizations.

Council Member Stringham asked if these programs were started by the County.

Ms. Dina Blaes, Director, Office of Regional Development, stated these partnerships go back almost twenty years. The contracts have been mixed in with contributions because they were not, at the time, competitively bid. As the contributions policy gets rewritten, they may not fall in that category any longer. She agreed that discontinuing this funding in January would create a hardship for homeless.

Council Member Alvord asked if the County would be in a bad position for not doing a Request for Proposal (RFP).

Mr. Park stated the County's legislative body has authority under a specific state statute to make these types of contributions to nonprofit entities. That said, the County can make decisions to have things go through the procurement process.

A motion was made by Council Member Alvord, seconded by Council Member Stewart, to hold funding for all offices mentioned on the 2024 Contributions from General Funds spreadsheet with exception of the two Office of Regional Development items.

Council Member Winder Newton asked Ms. Kanter for clarification regarding the Countywide Emergency Management items.

Ms. Kanter stated these could be described as a clerical accounting error. They are contracts with government entities and were classified incorrectly. They will be reclassified as professional fees in the future.

Council Member Alvord stated he would amend his motion.

Council Member Stringham asked for a friendly amendment stating that there be a technical correction moving the items for Emergency Services over to the appropriate account.

Council Member Winder Newton asked if contributions from Council members' individual budgets would also be exempt.

Council Member Alvord stated he would include an exemption in his motion.

Mayor Jennifer Wilson stated privatization through partnerships is a conservative principle. The County often outsources services, and it works well. Continuing partnerships saves the taxpayers money.

Council Member Winder Newton noted that the total amount set aside would be $133,124.

A motion was made by Council Member Alvord, seconded by Council Member Stewart, to hold funding for all offices mentioned on the 2024 Contributions from General Funds spreadsheet with exception of the two Office of Regional Development HCD Admin items and the two Emergency Services Countywide Emergency Management items. There will be a technical correction moving the items for Emergency Services over to the appropriate account. Council members can continue with contributions from

their personal budgets throughout the end of the year. The motion carried by a unanimous vote.

Southwest Performing Arts Center ($6.8 million)

Council Member Stewart stated he added this item to the list because he was waiting for information.

Ms. Erin Litvack, Deputy Mayor of County Services, stated a response had been sent, but she would send it again. If the County did not move forward with this item within five years, it would lose the land donation.

Council Member Alvord asked if this could be placed on an agenda.

Mayor Jennifer Wilson stated there would be a presentation in the coming weeks.

A motion was made by Council Member Bradshaw, seconded by Council Member Alvord, to allocate $6.4 million for this project with the request for an update before the Council on this specific project, the cultural facilities master plan, and anything else in the queue. The motion carried by a unanimous vote.

Arts and Culture Appraisal, Purchase of New Artwork

Council Member Theodore asked if an appraisal would be required to insure the pieces the County owned.

Ms. Erin Litvack, Deputy Mayor of County Services, stated an appraisal was required, and one has not been done in 20 years.

A motion was made by Council Member Stringham, seconded by Council Member Winder Newton, to approve the appropriation for an appraisal, but to use the funds for purchase of new artwork for repair and maintenance of existing artwork. The motion carried by a unanimous vote.

My County Recreation Pass

Council Member Stringham stated she wanted to understand a bit more

about how the Parks and Recreation Division proposes to manage this undertaking. Unmanaged youth can be rough on facilities.

Mr. Martin Jensen, Director, Parks and Recreation Division, stated patrons can look at the schedule to see when amenities are available. There are detailed policies currently in place regarding unattended minors. Parks and Recreation would see more kids in buildings and though there would be peak times, that is not a bad thing. There would be after school and summer programs at no cost. There will be controlled access and kids will need to have their photo taken after signing up for a pass. He has the utmost faith in the staff and existing policies.

Council Member Winder Newton asked what could be done to help encourage parents to visit the recreation centers with their children.

Ms. Doranne Pittz, Associate Director, Parks and Recreation Division, stated there would be a natural increase in family involvement, but Parks and Recreation would also encourage it through programming and other opportunities.

A motion was made by Council Member Stewart, seconded by Council Member Granato, that this be a pilot program that would run from June 2024 through June 2025.

Council Member Alvord asked that Parks and Recreation monitor the facilities more thoroughly. He also asked if the suggestion to raise adult admission fees by a dollar was accepted.

Mr. Jensen stated that would require a separate motion. Adult recreation fees have not been raised since 2016.

A motion was made by Council Member Stewart, seconded by Council Member Granato, that this be a pilot program that would run from June 2024 through June 2025. The motion carried by a unanimous vote.

BREAK FOR LUNCH - RECONVENE AT 1:30PM

PLEASE NOTE THAT THE CONTINUATION OF TODAY'S MEETING WILL CONTINUE UNTIL THE 2024 RECOMMENDED BUDGET IS COMPLETED

4.3 Council Discussion and Direction Regarding the approval of a 2024 Tentative Budget: (Continued) 23-1098

5. Resolution of Remaining Items on The List

6. Other 2024 Budget Items

Attachments: Staff Report

Presenter: David Delquadro, Council Fiscal Manager. (Approx. 1:30PM)
Discussion/Direction

– Review List

Jordan River Regional Park Master Plan

Mr. David Delquadro, Chief Financial Manager, Council Office, reviewed the request for $250,000, for the Jordan River Regional Park Master Plan.

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, to fund the Jordan River Regional Park Master Plan.

Council Member Theodore stated she put this on the list because she thought this was being funded with General Fund dollars, but if General Fund dollars were not being used, she was okay with it.

Council Member Alvord stated he contacted Martin Jensen, Parks and Recreation Division, who told him this request was for General Fund dollars.

A substitute motion was made by Council Member Alvord to not fund this request, but to bring it back next year with a request to use Tourism, Recreation, Cultural, and Convention (TRCC) funding for it.

Council Member Winder Newton suggested using TRCC funding for it now.

Mr. Darrin Casper, Deputy Mayor of Finance and Administration, stated the TRCC Advisory Board could convene knowing the Council recommended paying for a master plan from the TRCC Fund. He thought the board would be fine with it.

Council Member Winder Newton stated she asked if this would qualify

for Transient Room Tax funding. She would rather it came from that fund, as that is more restrictive.

Mr. Martin Jensen, Director, Parks and Recreation Division, stated it could potentially be eligible for TRT funds, but it might be a stretch.

Mr. Casper stated TRT money can go to recreational facilities, but he did not think this would be an appropriate use of TRT funds.

Mr. Ralph Chamness, Deputy District Attorney, stated the District Attorney's Office thought it would be a stretch to use TRT funds for this.

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, amended the motion to fund the Jordan River Regional Park Master Plan out of the TRCC Fund as opposed to the General Fund. The motion carried unanimously.

Library Fund - Expanded Hours

Mr. David Delquadro, Chief Financial Manager, Council Office, reviewed the request to expand library hours to Sunday at four libraries, and add 4.75 FTEs.

A motion was made by Council Member Stewart, seconded by Council Member Alvord, to not fund expanding the library hours to Sunday.

Council Member Winder Newton stated she would like the money allocated to expanding libraries put into the Library's digital collection instead. There are not enough digital materials to satisfy the need, and there are long wait times for those.

Council Member Stewart did not accept that as an amendment to the motion, stating there are a lot of different streaming options available.

Council Member Bradshaw stated he was interested in using funds for the digital collection, but he was also sympathetic to the members of the community needing the expanded library hours, so would vote no for the motion.

Mayor Jennifer Wilson stated the Mayor's Office included the expanded hours in the revenue, so without the expansion, there would be a decrease in revenue. The request to expand hours is minimal to accommodate the varied work schedules and family life schedules for all residents.

A substitute motion was made by Council Member Winder Newton, seconded by Council Member Granato, to cut the Sunday hour expansion, and put the $280,000 into the Library's digital collection instead.

Council Member Bradshaw asked if the intent to fund the digital collection would be ongoing funding.

Council Member Winder Newton stated it would. The digital subscriptions had to be renewed each year.

Council Member Bradshaw stated he would support the motion because he supported increasing digital materials, but his comments regarding the Sunday hours stood.

Council Member Stringham asked to bifurcate the vote for cutting hours from the vote to add digital subscriptions.

Council Member Winder Newton withdrew the substitute motion.

A motion was made by Council Member Stewart, seconded by Council Member Alvord, to not fund expanding the library hours to Sunday. The motion failed by a 3-6 vote, with Council Members Bradley, Harrison, and Bradshaw voting "Nay."

A motion was made by Council Member Winder Newton, seconded by Council Member Granato, to put the $280,000 into the Library's digital collection instead. The motion carried by a 6-3 vote, with Council Members Bradley, Alvord, and Theodore, voting "Nay."

Library Fund - Hotspot Service

Mr. David Delquadro, Chief Financial Manager, Council Office, reviewed the request for $25,000 for the Hotspot service.

A motion was made by Council Member Bradshaw to approve the funding for the Hotspot service.

Council Member Stringham asked if this was an expansion of service, or if it was for the current service.

Mayor Jennifer Wilson stated it was part of the base budget, but Council Member Stewart suggested cutting it.

Ms. Robin Chalhoub, Director, Community Services Department, stated the County received a grant during COVID for the hotspot service, but that expired. This request is to continue that program, as it is a popular program. The intent is to improve digital access to community members across the community.

A motion was made by Council Member Bradshaw, seconded by Harrison, to approve the funding for the Hotspot service. The motion carried by a 6-3 vote, with Council Members Alvord, Stewart, and Theodore, voting "Nay."

Library Fund - Late Fee Waiver

Council Member Stringham stated this service is vital. Getting books back on time can be an issue, and when a book is not turned in on time, fees accumulate. If parents cannot afford those fees and do not pay them, the library charges for the book. She experienced this as a parent, and it prevented her from using the library until she could afford to pay the fees.

A motion was made by Council Member Stringham, seconded by Council Member Harrison, to approve the request.

Council Member Harrison stated she has heard from many families asking to eliminate late fees for children and youth materials to remove barriers to reading. There are struggles with literacy in the community, so it was important to support families reading however possible. If an item is lost or damaged, the card holder would still be responsible for that.

Council Member Alvord stated it would set a precedent that if an item was late, nothing would be done about it.

Council Member Stewart stated these late fees taught him responsibility and accountability in his youth. Society has shifted away from accountability and responsibility, and this program would be one more step in that direction. Also, since there is automatic renewal for checked out items, there would be no incentive to return an item on the wait list with the elimination of late fees.

Council Member Alvord stated these freebies are not helping the County's Library system stay fiscally solvent. He would not do this if he was running the Library as a business, so he would vote no for the motion.

A motion was made by Council Member Stringham, seconded by Council Member Harrison, to approve the late fee waiver request. The motion carried by an 8-2 vote, with Council Members Alvord and Stewart voting "Nay."

General Fund - Watershed Planning and Restoration Program

Mr. David Delquadro, Chief Financial Manager, Council Office, reviewed the request for a two-and-a-half to one match for a grant, which would help the County avoid Environmental Protection Agency (EPA) fines and other issues. Originally, the request was for $200,000, but the Mayor's Office cut it to $100,000. As a result of that cut, it has been targeted to address E. coli in the southwest part of the valley. If that issue is not addressed, the County will have problems satisfying EPA's requirements.

Council Member Theodore asked if there was a deadline to clean that up.

Mr. Scott Baird, Director, Public Works and Municipal Services Department, stated there is a deadline of February 2024, for the County to get something in place.

Council Member Stewart stated he put this on the list because he wanted to understand what the County would be doing using these funds. He has since done some research to understand this and was now okay with it.

A motion was made by Council Member Bradshaw, seconded by Council Member Granato, to fund the Watershed Planning and Restoration Program grant match, as recommended by the Mayor. The motion carried by a unanimous vote.

Office of Regional Development - Action Steps for Sustainability Goals

Council Member Winder Newton stated she put this on the list. She was not sold on the County spending dollars for this.

A motion was made by Council Member Stewart, seconded by Council Member Winder Newton, to not fund this request.

Ms. Dina Blaes, Director, Office of Regional Development, stated she met with almost every department head under the Mayor's administration and found out there were a lot of shared goals happening in a decentralized manner. This funding request is to collect information and use it as baseline research to figure out how best to invest funds while ensuring all County organizations were in line with policy objectives of both the Mayor and the Council.

Mayor Jennifer Wilson stated the $100,000 request was a minimal amount to see what funding the County could capture, especially federal money that might be expiring. This funding would allow the County to be in a position for 2025 to apply for some of the opportunities.

Council Member Granato asked what specifically this $100,000 would be used for.

Ms. Blaes stated it would probably be used to fund some consulting support to help the County work through some of the policy objectives, and possibly to do some research. The County does not have a system for capturing the data now.

A motion was made by Council Member Stewart, seconded by Council Member Winder Newton, to not fund this request. The motion carried by a 5-4 vote, with Council Members Bradley, Harrison, Bradshaw, and Granato, voting “Nay.”

Office of Regional Development - Regional Economic Development Plan

Mr. David Delquadro, Chief Financial Manager, Council Office, reviewed the request for $67,000 to provide help and a consultant for a regional

economic development plan.

A motion was made by Council Member Alvord, seconded by Council Member Stewart, to cut this $67,000 from the budget.

Council Member Alvord stated he was not convinced this was required. The Council approved some funding for this last year, but it did not see the deliverables.

Council Member Bradshaw stated right now, municipalities compete for retail centers, so having a regional strategy could go a long way. He asked if the Office of Regional Development could help the Council understand how the money would be utilized and what the deliverables would be for this $67,000.

Ms. Dina Blaes, Director, Office of Regional Development, stated the money requested last year was for research to look at transit-oriented development and the impediments to transit-oriented development within Salt Lake County. Recently, research was completed on the economic competitiveness of the County in relation to other regions. That research has not yet been released. The research will set up the County to be able to compete with places that are seen as economic powerhouses, but the County can only do that if it has a regional understanding. This funding would help the County understand the assets in the County from a regional point of view, i.e., how much was being generated, what diversity opportunities were available, and whether the County could compete with some of the big digital areas in terms of bringing in higher paying jobs. It would also help the County understand the economy and property valuation in the County to be able to counter mandatory tax increment funding participation.

Council Member Alvord asked if this request was for General Fund money.

Ms. Blaes stated it is part of the Regional Project Fund, which is General Fund money.

Mayor Jennifer Wilson stated the County needed to look at the connection between land use, transportation, and economic development in places where there is still potential for growth and development; look at where the County

has the greatest economic advantage to bring in companies that bring jobs; and determine how it all fits together.

Council Member Alvord withdrew his motion in response to comments he just heard.

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, to fund the Regional Economic Development Strategy. The motion carried by a unanimous vote.

Office of Regional Development - Elimination of an FTE

Council Member Stringham stated she put this on the list, as she wanted to eliminate a current position that was being paid for by the Greater Salt Lake Municipal Services District (MSD). That issue has been resolved; the position is now being covered by the Redevelopment Agency.

Office of Regional Development - Volunteer Income Tax Assistance (VITA)

Council Member Alvord asked to reconsider two Office of Regional Development requests that were not put on the list - the Volunteer Income Tax Assistance (VITA) program for $50,000, and the Transportation and Land Use Connection for $300,000. He wanted to understand the VITA program, and he did not think the $300,000 being granted to cities to help them with their planning was the best use of taxpayer money in a tight economic budget year.

Ms. Dina Blaes, Director, Office of Regional Development, explained the VITA program request was for $50,000, but the Mayor reduced it to $25,000. It would be used for additional service providers for the clinic held every year at the Government Center's north building lobby location.

Ms. Robin Chalhoub, Director, Community Services Department, stated the County partners with Westminster College and Salt Lake Community College to provide this program. Volunteers conduct the clinic, and they help thousands of residents every year.

Office of Regional Development - Transportation and Land Use Connection

Ms. Dina Blaes, Director, Office of Regional Development, stated the Transportation and Land Use Connection program is for things like curb, gutter, and sidewalks, which are critical to the ability of a city to be successful, and in her opinion, successful cities made a successful county. The County does not dictate anything to the cities. A committee reviews the cities' applications and provides funding based on what they tell it their needs are. Some cities are not large enough to have the resources they need, such as a housing or a transportation planner, so these resources help them do what they need to do.

Council Member Winder Newton stated helping ensure cities have what they need to plan is critical. This is a great program.

Council Member Alvord stated he would wonder if a third party offering to help his city, was to influence the outcome. What some outside groups want are at odds with what the constituents who live in the cities want.

A motion was made by Council Member Granato, seconded by Council Member Harrison, to continue the funding for the Transportation and Land Use Connection. The motion carried by a 7-2 vote, with Council Members Alvord and Stewart voting "Nay."

Utah State University (USU) Extension

Council Member Stewart put this on the list because the $29,000, was an increase in funding.

Mr. Darrin Casper, Deputy Mayor of Finance and Administration, stated this was not a program expansion; it was an increase in staff pay. It was similar to the County increasing the Legal Defender's budget.

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, to fund the USU Extension Program, as recommended by the Mayor. The motion carried by a unanimous vote.

Opioid Settlement Funds

Mr. David Delquadro, Chief Financial Manager, Council Office, stated

there is $500,000 in Opioid Settlement funds, and it was split evenly for public awareness and the distribution of in-home disposal kits.

Council Member Harrison stated she put this on the list because there were already more than 35 drug disposal locations throughout the County. Since unused medication could be mixed with dirt and thrown into any trash can, she did not think it was best practice or an efficacious use of funding.

A motion was made by Council Member Harrison to cut funding for the in-home disposal kits.

A substitute motion was made by Council Member Stewart, seconded by Council Member Alvord, to maintain the funding for the in-home disposal kits.

Ms. Erin Litvack, Deputy Mayor of County Services, stated the State had in-home kits, but it distributed all of them. It may be purchasing more, but she did not know when they would be, so the County might need to purchase some kits if it moved forward with this.

Mayor Jennifer Wilson stated she would have preferred a better use of the funds given there were other options for using the funds.

A substitute motion was made by Council Member Stewart, seconded by Council Member Alvord, to maintain the funding for the in-home disposal kits. The motion failed by a 4-5 vote, with Council Members Bradley, Harrison, Bradshaw, Granato, and Winder Newton voting "Nay."

A motion was made by Council Member Harrison, seconded by Council Member Granato, to cut funding for the in-home disposal kits. The motion carried by a 5-4 vote, with Council Members Alvord, Stewart, and Theodore voting "Nay."

Behavioral Health Division

Council Member Stewart requested this item be pulled from the list because he would be meeting with Tim Whalen, Director, Behavioral Health Division, the first of the year to discuss the Mobile Crisis Outreach Teams (MCOT).

Time-limited Grant Writer Position

Mr. David Delquadro, Chief Financial Manager, Council Office, stated a request was made to move the time-limited grant writer position to a merit position. He suggested adding a merit position to do grant writing, and then if the individual in the time-limited position were selected for that position, the time-limited position would go away.

Council Member Bradshaw stated he put this item on the list. The Mayor had recommended funding this, but the time-limited position is only through the end of 2024. The grant writer has been effective in getting millions of dollars for the County. He wanted to send the signal that the County was dedicated to seeking outside funds and it wanted to make this position permanent.

Council Member Winder Newton asked if that would affect the structural balance of the budget.

Mr. Delquadro stated it would be budget neutral.

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, to add a grant-writer merit position. The motion carried by a unanimous vote.

Office of Diversity and Inclusion

Council Member Stringham stated the Council is considering cutting this office, but the Mayor would like to discuss an idea she has.

Mayor Jennifer Wilson stated if the Council eliminated this office, there would be an impact on the County's bottom line because this office does quite a bit of work to raise incomes in certain areas and make sure that everyone has a pathway. The Mayor's Office does not have the bandwidth to do that without this office. She would like to rework this office and change the name to the Office of Opportunity and Access, and then come back to the Council with a new organization chart around it.

Council Member Alvord stated it was his understanding this office also lost the employee who was the primary contact for this office. He would like to

eliminate this office and accept the Mayor's offer to bring forward a proposal to fulfill some of the roles, but with different messaging that is more palatable to the public.

A motion was made by Council Member Alvord, seconded by Council Member Theodore, to eliminate the Office of Diversity and Inclusion.

Ms. Michelle Hicks, Executive Office Administrator, Mayor's Office, stated there is one FTE in this budget, funding for temporary employees, and a small operating budget. Currently, there are two temporary interns in this office, and they have through spring to finish their employment.

Council Member Winder Newton asked if Council Member Alvord wanted to cut the full budget or just the FTE.

Council Member Alvord stated he wanted to cut the full office budget of $148,000.

Council Member Bradshaw stated this office is somewhat critical to connecting the underserved communities in the County, and that should continue to be the County's goal. He did not want the work to be discontinued because of the departure of the County employee who worked in this office. The County could find another capable person to fill this role, so he would be voting no to the motion.

Council Member Stringham stated she was concerned about cutting the two interns who needed to finish their internships for school.

Council Member Alvord amended the motion to cut the full-time position in the Office of Diversity and Inclusion and have the Mayor's Office find another office for the interns.

Council Member Bradley stated the interns are serving a purpose and need direction that would be provided by the FTE. Eliminating the office would send the message that the County did not care about inclusion and diversity. The amount of money for this office is not a high cost to keep things in order and protect the County's image.

A substitute motion was made by Council Member Bradshaw, seconded by

Council Member Granato, to continue funding the Office of Diversity and Inclusion. The motion failed by a 4-5 vote, with Council Members Stringham, Alvord, Stewart, Theodore, and Winder Newton voting "Nay."

A motion was made by Council Member Alvord, seconded by Council Member Theodore, to only cut the full-time position, along with its budget, and review the budget for the Office of Diversity and Inclusion again once it is restructured. The motion passed by a 5-4 vote, with Council Members Bradley, Harrison, Bradshaw, and Granato voting "Nay."

Justice Court - Additional Time-Limited FTE

Mr. David Delquadro, Chief Financial Manager, Council Office, stated adding this FTE would require additional monies of $73,000+, which would have to come from the Municipal Services Fund.

A motion was made by Council Member Granato, seconded by Council Member Stewart, to fund the time-limited position for 2024, and reconsider it next year. The motion carried by a unanimous vote. Council Member Stringham was absent for the vote.

[Later in the Meeting]

Council Member Stringham stated the Greater Salt Lake Municipal Services District (MSD) will probably not pay to fund this position. The MSD did not see a reason for an extra position since the court's workload has decreased with Millcreek leaving, and costs are going up because Millcreek is not paying for anything.

Mr. Delquadro stated the funding would have to come from fund balance then because the only funds that can be used to pay for this are MSD funds.

A motion was made by Council Member Stringham, to reconsider not funding this FTE. The motion failed due to the lack of a second.

Council Member Winder Newton asked if someone who voted in favor of the motion would need to bring this back for reconsideration.

Mr. Mitchell Park, Legal Counsel, Council Office, stated that would

normally be the case; however, with the budget, everything was fair game until the Council put a recommended budget out.

A motion was made by Council Member Bradshaw, seconded by Council Member Stringham, to remove the FTE for the Justice Court. The motion carried by a unanimous vote.

Enterprise Approach to Esri Licenses for Geographic Information System Mapping (GIS)

Mr. David Delquadro, Chief Financial Manager, Council Office, stated he asked the Council to consider adding $11,167 to the budget in order to do an enterprise approach to Esri licenses for GIS. The GIS Steering Committee was concerned the County would have to negotiate annual contracts with Esri, and that the enterprise approach would save the County as much as $200,000.

A motion was made by Council Member Granato, seconded by Council Member Harrison, to move forward with the enterprise approach for Esri licenses. The motion carried by a unanimous vote. Council Member Theodore was absent for the vote.

FTES in the Recorder's Office

Council Member Stringham stated in 2021, the Council funded eight positions in the Recorder's Office because of an impressive increase in caseloads, but the caseloads and the amount of money going into the Recorder's Office have decreased.

A motion was made by Council Member Stringham to remove one position that is vacant now, a Land Record Specialist 2, and the $90,000 in the temporary staff budget; and if another Land Record Specialist position became vacant during 2024, it would be slated for permanent elimination and directly deducted from the Recorder's contra account without requiring it make up the difference.

Council Member Winder Newton stated it made sense to cut the position, but she had a hard time making an exception to the contra account policy for the Recorder's Office. Other offices voluntarily gave up FTEs during the budget process, but they were still being held to the contra account policy.

She did not want to give exceptions to that.

Council Member Bradshaw stated the only way a smaller office could make their contra was by a self-imposed hiring freeze on the positions that had been allocated to them. By eliminating FTEs, the Council would be setting up offices to not meet their contra accounts. The percentage for their contra was based off their current personnel budget.

Council Member Stringham stated in order to right-size all offices, and bring them up to market, the Council needed to find cuts. The Council cannot ask for the contra account back, so it was her intent to find permanent cuts. If this was not the right time to do this, she would bring it back in January, along with the District Attorney's Office.

Mr. David Delquadro, Chief Financial Manager, Council Office, stated he was concerned not applying the rules even-handedly would create animosity. The Council would have the opportunity next year, prior to the June budget, to review that. Then, every office could make its case as to what should count toward its contra

Mr. Will Kocher, Chief Deputy Recorder, stated everyone in the Recorder's Office is busy working and has a lot of work to do, despite its rates dropping.

A motion was made by Council Member Stringham, seconded by Council Member Alvord, to consider this as something that would count against the Recorder's contra account if down the road it could not meet its contra account. The motion carried by a unanimous vote.

District Attorney

Mr. Sim Gill, District Attorney, reviewed the structure of his office, which consisted of a major crimes unit; misdemeanors; homicide in the gang unit combined with the special victims unit; family protection unit; juvenile unit; screening unit; and a unit that monitors the therapeutic justice programs. Then, there are sub teams, which handle major crashes, arson, white collar, and environmental crimes, and those are done on an ad hoc, voluntary basis.

Mr. Ralph Chamness, Deputy District Attorney, stated there is also the

Civil Division, which mainly does litigation and counsel for the County agencies.

Council Member Stringham stated she had a printout of vacant positions, dated November 20, 2023, and asked which positions on that list were still open.

Mr. Chamness stated the District Attorney's Office will have eleven merit vacancies on January 1, 2024, and eight positions funded with American Rescue Plan Act (ARPA) funds. The District Attorney's Office recently filled two ARPA-funded paralegal positions, but it is not planning to fill the remaining ARPA positions due to the time constraint for receiving those funds and the time it would take to bring people in and get them trained.

Ms. Bridget Romano, Deputy District Attorney, stated the District Attorney's Office is onboarding merit employees now, which will bring the number of merit vacancies on the list down to 11.

A motion was made by Council Member Stringham, seconded by Council Member Stewart, to remove the eight ARPA-funded positions from the District Attorney's Office and put that money back into the General Fund. The motion carried by a unanimous vote.

Council Member Stringham stated she wanted to get an updated list of vacant positions for the District Attorney's Office, and then come back later today to discuss that.

Ms. Sharon Roux, Director, Human Resources Division, stated she would consult with the District Attorney's Office, to understand the vacancies.

Community Council Budgets
Social Security Tax Maximum
Overhead for Public Safety Officers
Mayor's Recommended Budget as the Default Budget, including Exemptions to Contra Accounts

Mr. David Delquadro, Chief Financial Manager, Council Office, reviewed the following requests:

- The recommended amounts for the Community Council's budgets are $6,339 for Sandy Hills, which is what its request was, and $10,624 for Granite, which is a reduction of $4,100 from what it requested because it had under expend.

- Every year, there is an increase in the social security tax maximum. The County estimated the maximum was going to be about $168,600, but it turned out to be $167,700, so there is an additional cost to the County of $2,700.

- According to policy, the Council was required to ensure overhead for public safety officers was accurate. However, the County does not know what the overhead is until June, and that is based on the prior year. It is now at 15 percent. He thought the Council could justify a 5 percent increase based on the most recent information, so as of July 1, 2024, it would go from 15 percent to 20 percent.

- The budget includes a 4 percent salary increase for elected officials and the Judge. That is the same amount being provided to rank and file employees and sworn officers.

- The Mayor's recommended budget will be the default for any item that was not addressed during the budget discussions. The Mayor's recommendation includes exemptions from having contra accounts for some organizations.

Mr. Mitchell Park, Legal Counsel, Council Office, asked the Council to do a separate motion on the Mayor's recommended budget being the default, and vote on that after it has wrapped up everything else. He would like that to be the final piece so there were no ambiguities.

A motion was made by Council Member Bradshaw, seconded by Council Member Stewart, to approve the amounts for the community councils, the social security tax maximum, the overhead charges for public safety, and the salaries for elected officials. The motion carried by a unanimous vote.

ARPA Fund - Flip the Strip

Council Member Alvord stated he wanted to add some cuts to the list for the Council's consideration, the first of which was the Flip the Strip program to be funded with ARPA funds. When the Council passed programs for ARPA funding, it was under the assumption the funds were "use or lose," but it has learned they can be used for transitional funding. This program was a great sentiment, but public safety concerns are more of a priority and more in line with the County's statutory duties.

A motion was made by Council Member Alvord, seconded by Council Member Stewart, to cut the Flip the Strip program, and return the $1,953,440 to the General Fund.

Council Member Stringham stated some work for this had already been done, so the full amount could not be cut. She asked where this was in the process.

Ms. Catherine Kanter, Deputy Mayor of Regional Operations, stated the County has already invested money in this program, so if the Council did not finish the project, which is planting, it would have essentially wasted that money that was already invested.

Ms. Lisa Hartman, Associate Deputy Mayor of Regional Operations, stated the grass is being replaced with plantings and drought resistant trees, and although there was a great amount of water in 2022, it is likely water will continue to be an issue. Long term, these strips will account for over 5,000,000 in reduced water usage for the County. If water became more scarce, the County would have to make decisions about whether to water its investments, such as parks. This program is to reduce water in areas that are not used by the public. Last year, her team looked at the County's facilities and hired a landscape designer to design what to put in at those facilities, but they were waiting for spring to plant because plantings were not available in the fall.

Council Member Alvord asked how much of the $1.9 million was spoken for.

Ms. Hartman stated about $1.4 million.

Council Member Alvord, seconded by Council Member Stewart, amended the motion to cut $500,000 from the Flip the Strip program and return it to the General Fund, and that the rest of the $1.9 million stay in the budget.

Council Member Granato stated that left no wiggle room. If costs went up, the sunk costs would be lost.

Council Member Winder Newton suggested letting the Mayor's Office finish the

program as outlined, and if there were any remaining funds, they would go back into the General Fund.

Council Member Alvord, seconded by Council Member Stewart, amended the motion to authorize the completion of the projects identified, and then return unused funds to the General Fund. The motion carried by a unanimous vote.

TRT Fund - Sports Commission

Council Member Alvord stated three contributions funded from the TRT Fund caught his eye as possible cuts - the Sports Commission, the restaurant associations, and the Sundance Film Festival. Council Member Winder Newton offered to cut $50,000 from the Sports Commission in consideration that he left the restaurant associations' contribution alone.

Ms. Erin Litvack, Deputy Mayor of County Services, clarified there are two separate restaurant associations - the Utah Restaurant Association and the Salt Lake Valley Restaurant Association, each to receive $25,000.

A motion was made by Council Member Alvord, seconded by Council Member Winder Newton, to retain the contributions to the restaurant associations, but reduce the contribution to the Sports Commission from $100,000 to $50,000.

Council Member Winder Newton stated it made sense to reduce that contribution because the Sports Commission used to sponsor the Professional Golfers' Association of America's (PGA) golf tournament in Salt Lake County, but it moved that to another county.

A motion was made by Council Member Alvord, seconded by Council Member Winder Newton, to retain the contributions to the restaurant associations, but reduce the contribution to the Sports Commission from $100,000 to $50,000. The motion carried 8 to 1, with Council Member Bradshaw voting "Nay."

TRT Fund - Sundance Film Festival

A motion was made by Council Member Alvord to cut the $150,000 contribution to Sundance Film Festival this year.

Council Member Alvord stated these TRT funds are coveted by different organizations, and there is a perception in the public that Sundance serves more of the high-income

audience.

Ms. Erin Litvack, Deputy Mayor of County Services, stated the contribution that would be provided to Sundance allows it to provide additional expanded programming within Salt Lake County. It offers free programming to youth within Salt Lake County to reduce barriers to access the Film Festival. Sundance also utilizes County facilities for these events and it has broadened its programming into Salt Lake County.

Ms. Trista Schroeder, General Counsel, Sundance Institute, stated Salt Lake County's contribution for the Sundance Film Festival goes toward funding year-round programming for residents, especially youth and student residents. Sundance provides free access to over 2,000 residents every year during the festival, and free programming to community screenings outside of the festival, which reaches over 3,000 youth residents within the community. The Eccles Foundation also offers student screenings throughout the year, and Sundance provides free tickets to students to attend programs, screenings, and other cultural opportunities within Salt Lake County. Furthermore, Sundance offers year-round free programming through its Local Lens Program to residents regardless of age. The County's support has been critical in enabling Sundance to provide this enriching programming.

Council Member Granato stated initially she was willing to cut this, but has since learned of this community outreach, which makes it possible for school children to attend activities and benefits the community in many ways.

Council Member Bradley stated the film festival provides a significant economic boost to the community, as it brings people in from out of town who spend money in the County. Sundance's very presence in Utah impacts the economy, as it is the number one film festival in the United States. What it provides to the community comes back in aces.

Council Member Winder Newton stated she supported this contribution to Sundance. Sundance brings tourism dollars into Utah, and the TRT Fund is funded by tourists, so the film festival is a good use of those funds.

Council Member Stringham stated she was interested in continuing this contribution, which allows youth and families to experience independent film makers here locally.

Council Member Alvord stated it can be argued that everything in the budget provides value to the taxpayers. However, he would prefer to put TRT funds toward public safety, where possible.

A motion was made by Council Member Alvord, seconded by Council Member Stewart, to cut the $150,000 contribution to Sundance Film Festival.

A substitute motion was made by Council Member Bradley, seconded by Council Member Granato, to approve the allocation of $150,000 to the Sundance Institute. The motion carried 7 to 2, with Council Members Alvord and Stewart voting "Nay."

ARPA Fund - Salt Lake County Center of Opportunity Partnership (CO-OP) Program

A motion was made by Council Member Alvord, seconded by Council Member Theodore, to cut the $2.9 million for the Co-op Program and return the funds to the General Fund.

Council Member Alvord stated he would make the same argument that these funds were transitional and could be used for public safety.

Ms. Dina Blaes, Director, Office of Regional Development, stated this program is intended to help opportunity businesses, which are businesses owned by women and individuals of color, so they can be contributing businesses within the community. The County acts as a matchmaker, helping these businesses connect to service providers, such as bookkeepers, and others who help them understand their needs. This program using ARPA funds has helped the capacity of some of those organizations to grow.

Council Member Stringham stated this program has been effective in helping businesses become self-sufficient, which is what government should be doing, especially when ARPA money was intended for that purpose. The ARPA money has an end date, at which time it will have at least helped this program run its course.

Council Member Winder Newton stated she did not feel good about pulling the rug out from this program when it was working.

A motion was made by Council Member Alvord, seconded by Council Member Theodore, to cut the $2.9 million for the Co-op Program and restore the money to the General Fund. The motion failed 3 to 6, with Council Members Stringham, Bradley, Harrison, Bradshaw, Granato, and Winder Newton voting "Nay."

County Lobbyists

Council Member Alvord proposed moving the County's lobbyists from the Mayor's

Administration to the Council Office as either employees or contracted lobbyists. That would entail cutting the Mayor's contract budget by $280,000. A couple of years ago, he asked to meet with the lobbyists, but that request was never honored. The lobbyists should be available to the Council, as policy makers of the County, and the Council should know who they were. Not being given that privilege made him think the lobbyists did not work for the Council. The Council should have more influence over the lobbying, and the only way he saw to achieve that was to move them into the Council Office.

Ms. Kara Trevino, Intergovernmental Relations Manager, Council Office, apologized the meeting was never achieved, but she could try to arrange that. The lobbyists are valuable to the County, and their contracts have been flat since former Mayor Ben McAdams was in office.

Council Member Bradshaw stated 99 percent of the time, the Council aligned with the Mayor's administration when it went to the Capitol on legislation, and the lobbyists knew what the County wanted to accomplish there. He got nervous bringing more employees into the Council Office, because that had not always gone well in the past.

Council Member Bradley stated it would be a mistake for the Council to have that direct relationship with the lobbyists. The Council gives direction to the administration and the County lobbyists now by voting on the annual weekly updates from Ms. Trevino and giving her direction.

Council Member Stewart stated lobbying is a legislative function; not an administrative function. The lobbyist contracts should be moved under the legislative office within the County.

Council Member Stringham stated if the lobbyists were under contract for 2024, the Council could not move them this year.

Ms. Catherine Kanter, Deputy Mayor of Regional Operations, stated the Mayor's Office has contracts with each of the lobbyists and their terms are different. There is a non-funding clause in the contracts, so the Council could exercise that if it chose not to fund them. What she was hearing today was not a question of representation or whether or not the lobbyists were effective, which they absolutely were, but that relationships needed to be built between the Council Members and the lobbyists. Rather than creating a whole new system, she suggested fixing that relationship. Also, the executive administers the government and that includes administering contracts, so moving the lobbyists into the Council Office would not be a completely clean move, so she would

want to talk to legal counsel about that.

Council Member Alvord stated since the Mayor's Office is involved in hiring the lobbyists, it would have an inordinate influence over the lobbyists' behavior that could undermine the Council 's opinion if it was in opposition to what the Mayor wanted.

A motion was made by Council Member Alvord, seconded by Council Member Stewart, to move the County's lobbyists from the Mayor's Administration to the Council Office as either employees or contracted lobbyists. The motion failed 2 to 7, with Council Members Stringham, Bradley, Harrison, Bradshaw, Granato, and Winder Newton, voting "Nay."

Kem C. Gardner Policy Institute

Council Member Alvord stated he wanted to cut the Kem Gardner Policy Institute contribution under the spirit of a constrained budget. His office received an email from Rod Kitchens, Director of Budget and Planning, Mayor Finance, informing him the Kem C. Gardner Policy Institute does a state analysis that is publicly available, and that the County would still be able to make its projections on growth and the budgets without the Kem C. Gardner Policy Institute.

A motion was made by Council Member Alvord, seconded by Council Member Stewart, to cut the $50,000 contribution to the Kem C. Gardner Policy Institute for the membership, and the $50,000 contribution for the research collaboration.

Council Member Stewart stated the County could go out to a request-for-proposal (RFP) to explore potential other solutions. The Kem C. Gardner Policy Institute is not the only organization that provides this information, so by putting it out for an RFP, the County could get a different perspective.

Ms. Dina Blaes, Director, Office of Regional Development, stated the County has an interlocal agreement with Kem C. Gardner Policy Institute, but Kem C. Gardner Policy Institute does not respond to RFPs. The membership has been incredibly valuable in terms of getting access to information, including dozens of subscriptions. Then, the research collaboration has been critical to her office in the past by providing research.

Council Member Stringham asked if the County could still use the Kem C. Gardner Policy Institute if it went out to RFP for the research collaboration piece.

Ms. Blaes stated she would put it out for a request-for-information (RFI), rather than an RFP. With an RFP, there is an expectation it would result in a contract. With an RFI, respondents would let the County know what they could provide and the pricing to do that. That way, the County could compare responses with what the Kem C. Gardner Policy Institute provides.

Council Member Stewart amended the motion to cut the $50,000 to the Kem C. Gardner Policy Institute for research collaboration and go out for an RFI or RFP for that service, but hold the funds to see what response the County got.

Council Member Winder Newton asked to reword the amendment to say the Council would allocate the funds towards data that the County needed, and then have it go out for an RFI.

Council Member Alvord accepted the amendment.

The motion was restated by Council Member Alvord, seconded by Council Member Stewart, to fund the $50,000 membership to the Kem C. Gardner Policy Institute, but cut the $50,000 for the research collaboration and put it out to bid. The motion carried by a unanimous vote.

District Attorney's Office Vacant FTEs

A motion was made by Council Member Stringham, seconded by Council Member Stewart, to cut six positions in the District Attorney's Office that are currently vacant and count them towards the District Attorney's contra account: 339 Prosecuting Attorney 3, 496 Prosecuting Attorney 3, 503 Senior Attorney Justice, 505 and 506 Prosecuting Attorney 3, and 509 Senior Attorney Justice.

Council Member Stringham stated these are six vacant positions the District Attorney's Office would use toward its contra, and the Council will reevaluate them in June. If things improve by then, the Council can look at restoring them then. She will also be looking at doing this with other offices January through March, with the intent of finding long-term savings.

Ms. Bridget Romano, Deputy District Attorney, stated if the Council operationalized this the way Council Member Stringham was proposing, it would be controlling how the District Attorney's Office met its contra account; whereas, all the other agencies were able to control how they met their contra accounts by managing their under expend with the vacant FTEs they had now or that might come up throughout the year. Not allowing the

District Attorney's Office that same flexibility was of great concern.

Mr. Ralph Chamness, Deputy District Attorney, stated these positions would have been filled had it not been for the Mayor's hiring freeze proposal. When the Mayor proposed that at the end of October, the District Attorney's Office stopped proceeding forward with hiring these positions. Cutting these positions and having that cut count toward the District Attorney's contra account would mean the District Attorney's Office could not fill attorney positions. The District Attorney's Office is understaffed because it was not able to hire attorneys until the Council approved compensation increases. If the Council approved this, he worried what it would do to morale as well as public safety. The current attorneys' caseloads are overwhelming now. The District Attorney's Office intends to meet its contra, so he asked that the Council not approve the motion.

Council Member Winder Newton stated this puts the District Attorney's Office in the position of having to do some sort of hiring freeze so it can meet its contra. Right now, the County is getting tremendous pressure to solve a lot of the issues related to homelessness and behavioral health, and cutting prosecutors could become a bottleneck for some of those issues. She was not willing to cut the positions for that reason and because the contra account would effectively prevent it from hiring anyway. She would be voting no on the motion.

Council Member Theodore stated she supported the law enforcement aspect of County government and would hate to do anything to prohibit the Sheriff and District Attorney from doing what they needed to do.

Council Member Bradshaw stated the contra account is going to be a significant burden on all the elected offices, so he would like to ensure they have the flexibility to choose which vacancies they want to use throughout the year to meet their obligation.

A motion was made by Council Member Stringham, seconded by Council Member Stewart, to cut six positions in the District Attorney's Office that are currently vacant and count them towards the District Attorney's contra account: 339 Prosecuting Attorney 3, 496 Prosecuting Attorney 3, 503 Senior Attorney Justice, 505 and 506 Prosecuting Attorney 3, and 509 Senior Attorney Justice. The motion failed 4 to 5, with Council Members Bradley, Harrison, Bradshaw, Theodore, and Winder Newton voting "Nay."

National Association of Counties (NACo) Membership

A motion was made by Council Member Alvord, seconded by Council Member Stewart, to cut the County's $20,000 NACo membership.

Council Member Stringham asked if any independent elected officials relied on this membership.

Ms. Dina Blaes, Director, Office of Regional Development, stated her office relies a lot on NACo to help it understand if its policies are following best practices within the nation and learning from other urban counties.

Council Member Bradshaw stated he was appointed to the NACo Board of Directors by the Utah Association of Counties and could lose his seat if the County was not a member. NACo allows the County collaboration with counties similar to Salt Lake County, and it provides a number of services besides just the conference. For example, it was invaluable in helping the County navigate the American Rescue Plan Act, to understand what was available to apply for and what was allowable. The County gets more than $20,000 value out of this membership.

Mr. Darrin Casper, Deputy Mayor of Finance and Administration, stated NACo was extremely valuable in helping the County navigate the ARPA requirements. He met with NACo on several occasions to try to understand the procedures to spend the money.

Ms. Catherine Kanter, Deputy Mayor of Regional Operations, stated that was particularly helpful because the U.S. Department of the Treasury had not expressly stated direction, so everyone was in the dark. The information the County gleaned from NACo by just going to one of the workshops at the NACo conference helped it navigate that.

Ms. Erin Litvack, Deputy Mayor of County Services, stated NACo worked on behalf of all counties to try to make the process better in order to access the funds.

Council Member Alvord withdrew his motion.

Council Member Alvord stated the NACo conference may not be as important as belonging to NACo, but Council Members might as well attend the conference if the Council is going to spend money on dues. He suggested restoring the travel budget for one year, and asked if the Council's budget was already set in stone.

Mr. David Delquadro, Chief Financial Manager, Council Office, stated the Council budget is subject to the same transportation reduction, and operating and personnel reductions as everyone else, and it has a contra account just like all other offices.

Council Member Winder Newton stated she was not in favor of increasing the Council's travel budget, especially when it cut everyone else's in half. If Council Members want to attend the conference, they should control their office budget.

Council Member Harrison stated she was opposed to adding funding for travel to the Council's central budget. The Council should have the same spirit of being frugal and careful with funds as it was asking of all the other offices. Not doing that seemed out of touch to her.

Council Member Stewart stated he attended a NACo conference and did not get much out of it.

A motion was made by Council Member Stewart to add $10,000 to the Council budget to explore alternate organizations. The motion died for lack of a second.

Final Budget

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, that the Mayor's recommended budget be the default for anything the Council did not fully address or make clear during the budget process; and that the Council's fiscal staff be empowered to make technical corrections to the budget up until its publication on December 5, 2023. The motion carried by a unanimous vote.

5. PUBLIC HEARINGS AND ISSUANCE OF PUBLIC NOTICES

5.1 Notice of the Following Public Hearings to be Held on December 5, 2023, at 6:00 PM: 23-1093

2024 Salt Lake County Budget and Adjustments to 2023 Salt Lake County Budget:
- Public Hearing to Receive Comments Regarding the 2024 Salt Lake County Final Budget and Adjustments to the 2023 Salt Lake County Budget.

Redevelopment Agency of Salt Lake County
- Public Hearing to Receive Comments Regarding the 2024 Budget of the Redevelopment Agency of Salt Lake County.

Salt Lake County Municipal Building Authority
- Public Hearing to Receive Comments Regarding the 2024

Budget of the Salt Lake County Municipal Building Authority.

NMTC, Inc. Board
- Public Hearing to Receive Comments Regarding 2024 Budget of the NMTC, Inc. Board.

Attachments: Staff Report
2024 Recommended Budget Resolution - Public Hearing
BGTHEARNOTICEwURLnPhoneFinal

(Approx. 5 Min.)

6. PENDING LEGISLATIVE BUSINESS

6.1 Consideration of Amendments to Salt Lake Countywide Policy No. 1050 23-1088

Attachments: Staff Report
Countywide Policy 1050 (11-16-23)(RAFL)
Countywide Policy 1050 (11-14-23) Clean

Presenter: Councilwoman Laurie Stringham. Second by Councilwoman Ann Granato. (Approx. 15 Min.)
Discussion/Direction

This agenda item was not discussed.

6.2 A Resolution of the Salt Lake County Council Publishing a Recommended Final 2024 Budget for Public Display and Setting a Public Hearing for Consideration of the Final 2024 Budget on December 5, 2023 23-1092

Attachments: Staff Report
2024 Recommended Budget Resolution - Public Hearing

(Approx. 5 Min.)
Discussion/Direction

RESOLUTION NO. 6152

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL PUBLISHING A RECOMMENDED FINAL 2024 BUDGET FOR PUBLIC DISPLAY AND SETTING A PUBLIC HEARING FOR

CONSIDERATION OF THE FINAL 2024 BUDGET ON DECEMBER 5, 2023

WHEREAS, the Salt Lake County Council, as required by the Uniform Fiscal Procedures Act for Counties, Utah Code Ann. § 17-36-1, et seq., and by Salt Lake County's Budget Process Ordinance, Salt Lake County Code of Ordinances, 2001, Chapter 2.95, is required to adopt by resolution a final budget for fiscal year 2024 on or before December 10, 2023; and

WHEREAS, as a part of the required process for adopting the 2024 budget, the County Council must hold a public hearing on the budget, where all interested persons shall have an opportunity to be heard for or against the estimates of revenue and expenditures and performance data or any item in any fund; and

WHEREAS, the County Mayor has previously recommended, and the County Council has previously approved, the date of December 5, 2023, as the appropriate date to hold a public hearing on the 2024 budget; and

WHEREAS, as a part of the required process for adopting the final budget for fiscal year 2024 budget, and pursuant to Utah Code Ann. § 17-36-11 and Salt Lake County Code of Ordinances § 2.95.060, the County Council must publish a recommended final budget including all supportive schedules and data, and shall make said recommended final budget available as a public record available for inspection during business hours at the offices the County Mayor for at least 10 days prior to the public hearing on the adoption of the final budget; and

WHEREAS, the County Council is required by Utah law to publish and post certain public notice concerning the date of the public hearing on the adoption of the final budget, and now finds it expedient and necessary to do so;

NOW, THEREFORE, be it resolved by the Salt Lake County Council, acting as the legislative body for Salt Lake County, that:

1) The County Council hereby publishes a recommended final budget for fiscal year 2024, as more specifically described in Attachment A and any applicable schedules.

2) The County Council hereby sets the time and place of the public hearing on the final budget for fiscal year 2024 on December 5, 2023, at the hour of 6:00 pm, in the County Council Chambers, 2001 S. State St., N1-100, Salt Lake City, Utah 84114. Council staff shall publish applicable public notice regarding the public hearing as required by Utah Code Ann. § 17-36-12.

3) The County Council hereby designates that copies of the recommended final budget for fiscal year 2024, as more specifically described in Attachment A and any applicable schedules, shall be a public record made available for inspection during business hours at the offices of the County Council, County Mayor, and County Clerk for at least 10 days prior to the public hearing on December 5, 2023. Copies of the recommended final budget shall also be posted on Salt Lake County's website.

APPROVED and ADOPTED this 21st day of November, 2023.

SALT LAKE COUNTY COUNCIL

ATTEST (SEAL)

By /s/ AIMEE WINDER NEWTON
Chair

By /s/ LANNIE CHAPMAN
County Clerk

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, that this agenda item be approved. The motion carried by a unanimous vote.

7. CONSENT ITEMS

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, that the consent agenda be approved. The motion carried by a unanimous vote.

7.1 Consideration of a Fee Waiver for Chabad Lubavitch of Utah for Menorah Lightings in Abravanel Hall Plaza from December 7th to 14th, 2023 23-1083

Attachments: Staff Report
Fee Waiver Request - Chabad Lubavitch of Utah 11-6-2023

The vote on this consent item was approved.

7.2 **Consideration of a Resolution of the Salt Lake County Council Authorizing Execution of Venue Agreement for Use of the Clark Planetarium IMAX Theater** 23-1080

Attachments: Staff Report
Moodswings-Mesmerica 2023 Memo
2023 Salt Lake City DEC (11.07.23)
Resolution Authorizing Execution of Venue Agreement

RESOLUTION NO. 6153

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING EXECUTION OF VENUE AGREEMENT FOR USE OF THE CLARK PLANETARIUM IMAX THEATER

RECITALS

A. Salt Lake County (the "County") on behalf of its Clark Planetarium ("Planetarium") wishes to enter into the attached "Venue Agreement" ("Venue Agreement") with Moodswings, LLC ("Moodswings").

B. The County and Moodswings desire to activate the County's Northrop Grumman IMAX theater during the 2023 holiday season.

C. For every ticket purchased for the Moodswings event, Moodswings will pay the County $5.00, with a minimum of $1,250 per event day, as stated in the Agreement.

D. The Salt Lake County Council has the sole authority to set fees. Salt Lake County Code of Ordinances, 2001 3.42.040(5)(a).

E. County has determined that it is in the public interest to enter into the attached Venue Agreement for the consideration agreed upon and under the terms set forth in the attached Agreement.

F. The Venue Agreement has been prepared for approval and execution by County, which sets forth the purpose of the Agreement, the extent of the

participation of the parties, and the rights, duties, and responsibilities of the parties. Said Agreement is attached to this Resolution as Exhibit "A".

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council; the Mayor is hereby authorized to and directed to execute the Venue Agreement attached as Exhibit "A" and by this reference made a part of this Resolution.

IT IS FURTHER RESOLVED that the Mayor is authorized to agree to additional dates, in writing, under the same terms and conditions, if the Mayor determines it is in the County's best interest to do so.

APPROVED and ADOPTED this 21st day of November, 2023.

SALT LAKE COUNTY COUNCIL

ATTEST (SEAL)

By /s/ AIMEE WINDER NEWTON
Chair

By /s/ LANNIE CHAPMAN
County Clerk

The vote on this consent item was approved.

7.3 Appointment of Caitlin Bright (hire date October 30, 2023) as Bail Commissioner Pursuant to Utah Code Annotated Section 17-32-1 23-1078

Attachments: Staff Report
Caitlin Bright - Resume
Bail Commissioner Appointment Form

The vote on this consent item was approved.

8. APPROVAL OF TAX LETTERS

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, that the tax letters be approved. The motion carried by a unanimous vote.

8.1 Tax Administration's Tax Relief Letters 23-1075

Attachments: Staff Report
7.1 2023 Timely Tax Relief
7.3 2023 Veteran Exemptions

Presenter: Brad Neff, Tax Administrator, Council-Tax Administration.

The vote on this tax letter was approved.

8.2 Tax Administration's Letters for Hardship Settlements 23-1076

Attachments: Staff Report
7.5 Settlement Adamson, Mechelle, Parcel # 21-15-103-047
7.5 Settlement Harman, Susan T, Parcel # 27-14-276-004

Presenter: Brad Neff, Tax Administrator, Council-Tax Administration.

The vote on this tax letter was approved.

8.3 Tax Administration's Letters for Deferrals 23-1077

Attachments: Staff Report
7.7 Deferral Oaks, Steven, Parcel # 32-12-432-003_Redacted
7.7 Deferral Skougard, Timothy Alan, Parcel # 15-30-176-012_Redacted

Presenter: Brad Neff, Tax Administrator, Council-Tax Administration.

The vote on this tax letter was approved.

8.4 Request for Refund of Overpaid 2023 Personal Property Taxes 23-1087

Attachments: Staff Report
23-9016 Personal Property Tax Refund $31,890.53 11.15.23

Presenter: Chris Stavros, Assessor, Assessor's Office.

The vote on this tax letter was approved.

9. ACCEPTANCE OF ETHICS DISCLOSURES

10. APPROVAL OF COUNCIL MEETING MINUTES

10.1 Approval of November 7, 2023 County Council Minutes 23-1090

Attachments: 110723 Council Minutes

A motion was made by Council Member Bradshaw, seconded by Council Member Harrison, that this agenda item be approved. The motion carried by a unanimous vote.

11. OTHER ITEMS REQUIRING COUNCIL APPROVAL

12. PROCLAMATIONS, MEMORIALS, AND OTHER CEREMONIAL OR COMMEMORATIVE MATTERS

13. OTHER BUSINESS

13.1 Notice of Cancellation of November 28, 2023, County Council Meeting in observation of the Thanksgiving holiday. 23-1091

ADJOURN

THERE BEING NO FURTHER BUSINESS to come before the Council at this time, the meeting was adjourned at 5:30 PM until Tuesday, December 5, 2023, at 12:30 PM.

LANNIE CHAPMAN, COUNTY CLERK

By _____
DEPUTY CLERK

By _____
CHAIR, SALT LAKE COUNTY COUNCIL