

**CITY OF SOUTH JORDAN
COMBINED CITY COUNCIL & REDEVELOPMENT
AGENCY MEETING AGENDA
CITY COUNCIL CHAMBERS
TUESDAY, JULY 18, 2023 at 6:30 PM**



Notice is hereby given that the South Jordan City Council will hold a Combined City Council and Redevelopment Agency Meeting at 6:30 p.m. on Tuesday, July 18, 2023, in person in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah, and virtually via Zoom phone and video conferencing. Persons with disabilities requesting assistance should contact the City Recorder at least 24 hours prior to the Meeting. The Agenda may be amended and an Executive Session may be held at the end of the Meeting. Times listed are approximate and may be accelerated or delayed.

In addition to in-person attendance, individuals may join via phone or video, using Zoom. Note, attendees joining virtually may comment during public comment, or a public hearing virtually. To comment during public comment, or public hearing virtually, the individual must have their video on and working during their comments. Attendees who wish to present photos or documents to the City Council must attend in person. Those who join via phone may listen, but not participate in public comment or public hearings.

In the event the Meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the Meeting and, if needed, end virtual access to the Meeting. Reasons for removing an individual or ending virtual access to the Meeting include but are not limited to the posting of offensive pictures, remarks, or making offensive statements, disrespectful statements or actions, and other any action deemed inappropriate.

Ability to participate virtually is dependent on an individual's internet connection. To ensure comments are received regardless of technical issues, please have them submitted in writing to the City Recorder, Anna Crookston, at acrookston@sjc.utah.gov by 3:00 p.m. on the day of the meeting. Instructions on how to join virtually are below.

Join South Jordan City Council Meeting Virtually:

- Join on any device that has internet capability.
- Zoom link, Meeting ID and Password will be provided 24 hours prior to meeting start time.
- Zoom instructions are posted <https://ut-southjordan.civicplus.com/241/City-Council>.

Regular Meeting Agenda: 6:30 p.m.

A. Welcome, Roll Call, and Introduction: By Mayor, Dawn R. Ramsey

B. Invocation: By Council Member, Don Shelton

C. Pledge of Allegiance: Council Member, Jason McGuire

D. Minute Approval:

[D.1.](#) June 20, 2023 City Council Study Meeting

[D.2.](#) June 20, 2023 Combined City Council & Redevelopment Agency Meeting

E. Mayor and Council Reports: 6:35 p.m.

F. Public Comment: 6:50 p.m.

This is the time and place for any person who wishes to comment on the agenda for public hearing. Any person or group wishing to comment on any item not otherwise scheduled for public hearing on the agenda may address the City Council at this point by stepping to the microphone, or if joining electronically, by raising their hand and giving his or her name for the record. Note, if joining electronically, photos or documents will not be accepted through Zoom and you must attend City Council Meeting in-person. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Chair. Groups wishing to comment will be asked to appoint a spokesperson. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council Meeting. Time taken on non-agenda items, interrupts the process of the noticed agenda. In rare cases where it is determined appropriate to address items raised from public comments, these items will be noted and may be brought back at the conclusion of the printed agenda.

G. Presentation Items: 7:00 p.m.

G.1. Oath of Office of the City Manager, Dustin Lewis. *(By City Recorder, Anna Crookston)*

[G.2.](#) Scarlett Pimpernel cast performance. *(By Director of Recreation, Janell Payne)*

H. Action Items: 7:30 p.m.

[H.1.](#) **Resolution R2023-32**, Authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of South Jordan and Salt Lake County for 300 West Improvements to Dry Creek Channel. *(By Director of Engineering/City Engineer, Brad Klavano)*

[H.2.](#) **Resolution R2023-33**, Authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of South Jordan and Sandy City for 300 West Improvements to Dry Creek Channel. *(By Director of Engineering/City Engineer, Brad Klavano)*

[H.3.](#) **Resolution R2023-36**, Designating the Interim Emergency Successors for 2023-24 and identification of alerting authority and individuals authorized to send alerts. *(By City Manager, Dustin Lewis)*

I. Public Hearing Items: 8:00 p.m.

[I.1.](#) Presentation by Matt Olsen on behalf of JVWCD. *(By JVWCD Assistant General Manager, Matt Olsen)*

I.2. Public Hearing JVWCD proposed property tax increase. *(By JVWCD Assistant General Manager, Matt Olsen)*

[I.3.](#) **Ordinance 2023-06**, Vacating all of the East Town Center Roadway Dedication Plat in Lieu of Condemnation Amending Lot T3 of the Kennecott Master Subdivision #1 Amended. RCV *(By Director of Planning, Steven Schaefermeyer)*

[I.4.](#) **Resolution R2023-34**, Designating the South Jordan Redevelopment Agency (Agency) as the City's Agent for the South Station Housing and Transit Reinvestment Zone (South Station HTRZ). RCV *(By City Attorney, Ryan Loose)*

RECESS CITY COUNCIL MEETING AND MOVE TO REDEVELOPMENT AGENCY MEETING

- I.5. **Resolution RDA 2023-04**, Accepting the City of South Jordan's Designation of Agent for the South Station Housing and Transit Reinvestment Area (South Station HTRZ).
RCV (*By Director of City Commerce, Brian Preece*)

ADJOURN REDEVELOPMENT AGENCY MEETING AND RETURN TO CITY COUNCIL MEETING

J. Staff Reports and Calendaring Items: 9:00 p.m.

ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF UTAH)

COUNTY OF SALT LAKE)

I, Anna Crookston, the duly appointed City Recorder of South Jordan City, Utah, certify that the foregoing City Council Agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body and also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on South Jordan City's website at www.sjc.utah.gov. Published and posted July 14, 2023.

SOUTH JORDAN CITY
CITY COUNCIL STUDY MEETING

June 20, 2023

Present: Mayor Dawn R. Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Don Shelton, Council Member Jason McGuire, City Manager Gary Whatcott, Deputy City Manager Dustin Lewis, City Attorney Ryan Loose, Director of Recreation Janell Payne, CFO Sunil Naidu, GIS Coordinator Matt Jarman, Senior IS Tech Phill Brown, City Recorder Anna Crookston, Arts Program Coordinator Tiffany Parker

Absent: Council Member Tamara Zander

Others: Sam Bishop, Marlene Teter

4:46 P.M.
STUDY MEETING

A. Welcome, Roll Call, and Introduction: *By Mayor Dawn R. Ramsey*

Mayor Ramsey welcomed everyone present and introduced the meeting.

B. Invocation: *By City Manager, Gary L. Whatcott*

City Manager Gary Whatcott offered the invocation.

C. Mayor and Council Coordination

Council Member McGuire discussed the email sent out regarding the theater production coming up, and asked the council to get back to Executive Assistant, Melanie Edwards about their attendance. This Thursday is the Bingham Creek Regional Park Grand Opening and celebration, with the ribbon cutting at 2:00 p.m. and the party happening at 5:00 p.m.

Council Member Marlor mentioned the June 28 opening of the splash pad.

Mayor Ramsey just heard about a ribbon cutting Friday morning at 10:30 a.m. at 9800 South and Redwood Road for those interested, for the new Kum & Go Gas Station.

Manager Whatcott said they are doing a walkthrough of the new splash pad today with some of the staff.

Manager Lewis noted there will have to be some amendments to the council meeting schedule due to the election schedule this year. We will be meeting on the first Tuesday in November, but not meeting on November 21 because of the general election. They will also have to scrub the

date for the primary election in September, and everyone will get an updated list to reflect those changes.

D. Discussion/Review of Regular Council Meeting

Action Item

- **Resolution R2023-28**, Authorizing the Mayor to sign an Interlocal Cooperation Agreement for the Home Investment Partnership Program for Federal Fiscal Years 2024-2026.

Manager Lewis shared that Planner David Mann was supposed to be presenting tonight on Resolution R2023-28, however he has had a family emergency and CFO Naidu will be presenting in his place during the regular meeting.

Public Hearing Items:

- **Resolution R2023-27**, Amending the Fiscal Year 2022-2023 Budget for the South Jordan City. The appropriation authority shall apply to the fiscal year ending June 30, 2023.
- **Resolution RDA 2023-03**, Amending the Fiscal Year 2022-2023 Budget for the Redevelopment Agency of the City of South Jordan, Utah. The appropriation authority shall apply to the fiscal year ending June 30, 2023.

Manager Lewis noted that both public hearing resolutions are in the packet tonight, and they refer to an Exhibit A which follows the first resolution but not the second, as it's the same attachment for both and was left off after the second resolution to save some space.

E. Discussion Items

E.1. South Jordan's Art's Council member appointment. *(By Director of Recreation Janell Payne).*

Director Payne introduced Marlene Teter and shared some of her background, including being a featured artist in both City Hall and The Gale Center.

Marlene Teter shared that she wants to be a part of the Art's Council for two reasons. Ever since she moved here in 2011, 2012 was the first time she entered into the Art Show in South Jordan, and she won first prize. She exhibited four times at those shows, and won prizes three of those four times. She decided it's time to stop exhibiting and winning prizes, and to start participating and giving back; she has wanted to do that for a long time. The other reason is that art people are her people, and she wants to find her people. She has been involved in visual arts, she can't sing and her dancing years are behind her. However, she is very involved in the visual arts, both teaching and creating. She recently finished her BFA, completing it at UVU which incidentally is a very stringent program; she was unaware how stringent it was until she looked at other programs. Now that she's done with that, she's ready to jump in and be a part of the community.

She currently teaches art classes on a part time basis for an organization called Bad Dog Arts in Salt Lake City, a nonprofit very similar to Art Haven. She can't imagine an art practice that didn't include teaching in some way, and she is willing to teach anything she can pass on about art history as well. She is looking forward to doing some painting but her house is up for sale, and she will be staying in Daybreak when she moves. She also shared what she believes builds a strong art community, the first is getting artists together where they can share, mentor each other and critique each other which is a big part of the arts. The other thing that is really important to build a community of artists is education, and that can be as simple as having a vendor come and share their products or a guest speaker, it doesn't have to be something costly. There is such a growing arts community in Utah that she feels it would behoove the city to take advantage of those people that are out there, that want to share their knowledge. The third thing is the outreach, to schools and other communities within the community and share the arts; either in a teaching or creation situation. That applies to more than just the visual arts, giving others the chance to perform.

Council Member McGuire discussed the idea of outreach, noting that Ms. Teter shared that she is interested in reaching populations that may be overlooked and asked if she had any specific ones in mind.

Ms. Teter responded that she would like to reach the immigrants that come to this country without the sense of security of knowing their community; those who are struggling financially as well. In South Jordan most of us are pretty well off, but there are pockets of people in the city who could really benefit from the arts. For example, Alzheimer's patients; it is amazing the art they can create when you put a canvas and some paint, some glue and paper for a collage in front of them, they will create a work of art because they are using a part of their brain they don't normally use. Instead of feeling confused at that moment and going in and out of the present, or feeling that fear of not knowing the people around you, they are creating something and it interacts in a way that is very beneficial. As an artist she would love to do that, and it's not something she has to be paid to do; volunteerism is a very important thing, and she thinks we can reach out to artists in our community and engage them in volunteering.

Council Member Marlors asked what Ms. Teter's favorite art was.

Ms. Teter responded that she and watercolor have a strange relationship, and she will conquer it! She primarily paints with acrylics and oils, which is why she struggles with watercolor because it's completely different. Her favorite medium was the one exhibited at the Gale Center for her BFA. She makes artist books, which is a relatively new art form where artists create a sculptural work, based on the structure of a book or the book itself can contain art. She has a website that was done for her BFA that shows all of the works exhibited at the Gale Center, and she offered to email it to the council members per their request.

Mayor Ramsey asked when she finished her BFA.

Ms. Teter responded in May of 2023, and that it was worth it.

Mayor Ramsey thanked Ms. Teter for coming and talking with them.

Council Member McGuire motioned to recess the City Council Study Meeting and move to Executive Closed Session. Council Member Marlor seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

RECESS CITY COUNCIL STUDY MEETING AND MOVE TO EXECUTIVE CLOSED SESSION

F. Executive Closed Session

F.1. Executive Closed Session for discussion of the character, professional competence, or physical or mental health of an individual

ADJOURN EXECUTIVE CLOSED SESSION AND RETURN TO CITY COUNCIL STUDY SESSION

ADJOURNMENT

Council Member Shelton motioned to adjourn the June 20, 2023 City Council Study Meeting. Council Member McGuire seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

The June 20, 2023 City Council Study meeting adjourned at 6:20 p.m.

SOUTH JORDAN CITY
CITY COUNCIL MEETING

June 20, 2023

Present: Mayor Dawn Ramsey, Council Member Patrick Harris, Council Member Brad Marlor, Council Member Jason McGuire, City Manager Gary Whatcott, Deputy City Manager Dustin Lewis, City Attorney Ryan Loose, Director of Recreation Janell Payne, Communications Manager Rachael Van Cleave, CFO Sunil Naidu, Director of Strategy & Budget Don Tingey, Director of Commerce Brian Preece, Director of Public Works Jason Rasmussen, Director of Administrative Services Melinda Seager, GIS Coordinator Matt Jarman, Senior IS Tech Phill Brown, City Engineer Brad Klavano, Fire Chief Chris Dawson, Police Chief Jeff Carr, City Recorder Anna Crookston, Meeting Transcriptionist Diana Baun, Planning Commissioner Laurel Bevans

Absent: Council Member Tamara Zander

Others: County Council Member Suzanne Harrison, Dan Ramsey, Pam Whatcott

6:43 P.M.
REGULAR MEETING

A. Welcome, Roll Call, and Introduction to Electronic Meeting - By Mayor Dawn Ramsey

Mayor Ramsey welcomed everyone and introduced the meeting. She excused Council Member Tamara Zander who was unable to attend.

B. Invocation— By Council Member Jason McGuire

Council Member McGuire offered the invocation.

C. Pledge of Allegiance – By Council Member Tamara Zander

Mayor Ramsey led the audience in the Pledge of Allegiance in Council Member Zander's absence.

D. Minute Approval

D.1. June 6, 2023 City Council Meeting Minutes

Council Member Marlor motioned to approve the June 6, 2023 City Council Meeting as published. Council Member Harris seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

E. Mayor and Council Reports

Council Member Jason McGuire discussed his activities with the Arts Council, including a meeting today for the Arts Master Plan which continues to move forward with a lot of community input.

Council Member Brad Marlor had no Architectural Review Meetings since the last council meeting. His cul-de-sac has been working to “Flip the Strip,” and he shared some of those photos.

Council Member Patrick Harris was able to interact with residents and discuss their needs, taking those concerns to city staff who were quick to respond.

Council Member Don Shelton noted that he and Council Member Harris did some golfing with EDC Utah, along with City Commerce Director Brian Preece and CFO Sunil Naidu. He met with the Association of Municipal Councils, where they discussed impact fees and radiofrequency water meters and he was able to showcase South Jordan’s water meters for others to see. After the discussion on impact fees, he spoke with City Manager Whatcott about having a study meeting to discuss different options for public finance.

Mayor Ramsey noted this was the first time since becoming mayor she has missed that EDC golf tournament, and she thanked those who were able to attend and represent the city. She attended the National Association of Regional Councils in Detroit, MI, where she spoke and presented as the Chair of the Wasatch Front Regional Council regarding the city’s Urban Center and HTRZ projects. She visited Washington, D.C. quickly after that and was able to bring her daughter home after completing her time as a Senate Page. From there, she went to Toronto for the American Water Works Association Conference where she attended as a trustee for the water district. She learned about new technology and spoke with water experts while there. She attended a Council of Mayors Task Force meeting on the winter overflow homeless shelter. As the Salt Lake Council of Mayors they have to submit their recommendation on that shelter by August 1, and the location chosen will be the location for the next three years. She shared pictures from the past few weeks to include her speaking in Herriman at the Southwest Salt Lake Valley Northwest Utah County Meeting, attending and speaking at Big League Utah’s Play Ball event, speaking to a large group of real estate agents today about the city’s growth and projects and taking a tour of the Pure SoJo Project with the Senior Administration from the Jordan Valley Water Conservancy District. She discussed recent meetings for The Point and Utah League of Cities and Towns. She discussed the collaboration between our city and Salt Lake County that finally ended in a “yes” vote for funding to expand the pool at the Recreation Center, adding lanes and allowing a place for local schools to swim closer to home. She also introduced Planning Commissioner Laurel Bevans, who is running for City Council as a candidate for District 2, as well as Suzanne Harrison from the Salt Lake County Council.

Suzanne Harrison introduced herself and shared her pride in being able to vote for the additional swim lanes. Being newly elected she wanted to let everyone know that she is here to help her shared constituents as an at-large member of the county council. She shared that she was recently

able to get funding for an insert that will be in every notice of valuation sent to property owners in the county. With so many struggling with cost of living stress, this insert shares the various programs available through the county for assistance with things like food and tax relief, and help for rental relief. She also shared the websites available with more information: slco.to/tax relief for the tax relief programs, and slco.to/assistanceprograms where residents can connect with the other services available.

F. Public Comment

Mayor Ramsey opened the public comment portion of the meeting.

Dan Ramsey (Resident) – I wanted to express my gratitude to Gary Whatcott at his last city council meeting, thanking him personally for everything he has done for our community, youth baseball, and championing our cause to make sure it's successful. I wish you the very best in retirement and hopefully we won't miss you at the fields. Thank you again for everything you have done.

Mayor Ramsey closed the public comment portion of the meeting.

Council Member Marlor motioned to amend tonight's agenda and Action Items as follows: Item G.1., Resolution R2023-26; Item G.2., Resolution R2023-29; G.3., Resolution R2023-28; G.4., Resolution R2023-30; and G.5., Resolution R2023-31. Council Member Harris seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

G. Action Items

G.1. Resolution R2023-26.

Mayor Ramsey invited Gary and Pam Whatcott up to the front to thank Manager Whatcott for a lifetime of service to the city. In honor of his service, the Mayor and City Council have presented a resolution to name the current Public Safety Building the Gary L. Whatcott Public Safety Building. Mayor Ramsey read the Resolution recognizing all of Manager Whatcott's service to the city and thanking him for his years of service.

Council Member Shelton motioned to approve Resolution R2023-26 as presented. Council Member McGuire seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

Manager Whatcott thanked everyone for recognizing a portion that often gets left out, and that's the support of your family, particularly his wife and the countless birthdays and holidays she had with four children by herself while he worked. Those are the people who really sacrificed, not having their dad or husband at home, because he was enjoying the work he was doing. He originally wanted to become a firefighter after seeing an ad in the paper, asking for people to join. They had just barely moved to West Jordan and had been there a few years as newlyweds. He had an overwhelming feeling that he needed to serve the public and be involved in his

community. He wanted to give back to the community he lived in and do something that seemed worthy; now he has dedicated his whole life to working and serving in small towns. Those early years in the city were interesting, challenging and fun; but mostly, they were forgiving years for a young professional working his way through a challenging job. It has been a unique opportunity to be on the “ground floor” of building a community, and it has been fun. He has had different roles in different parts of that, and it has been filled with many different emotions and experiences; but overall, it was a wonderful experience for himself. He has grown professionally at South Jordan, being tutored by so many. There have always been great people here at South Jordan, and those are the people who he has stood on their shoulders, and who carried him through it, including those who aren’t here tonight like Melanie Edwards, who always made sure he was where he needed to be at the right time. Also, all the people working in the office somewhere, or riding in a truck, as those are the ones who make everyone look good and he appreciates those people every day. He doesn’t think real public service is something you can measure by value or money, it’s measured by sincerity and integrity. That is the way he has always approached his job, almost to the point that he felt it an obligation to ensure the public felt like they could trust him and everyone else as public servants; that their hard earned tax dollars were used appropriately, in the right places for the right reasons. What an honor to have that building named, he knows what a privilege that is. He loved being out there serving the community, especially back in the early days, and he thanked everyone for this honor. He thanked the public for allowing him to serve, the council for allowing him to work for them; he has never met a finer group of elected officials than those here tonight. They are a great example of elected officials and he admires them for their dedication and always trying to do what’s right; always looking at the bigger picture and being willing to do what’s overall best for the community.

Pam Whatcott thanked the mayor and council. She has watched the journey her husband has been on, the many jobs he’s had in city government. It has given her the opportunity to learn what it’s all about, and she has watched him pour his heart and soul into the city. He loves everyone here, everyone he works with, and he loves working here.

Manager Whatcott said they moved their family here once he started working here and saw what the city was all about, he knew this was the place for them to move to and stay.

Mayor Ramsey shared that when they are ready to put the new lettering on the Public Safety Building, there will be a celebration with the family invited to honor Manager Whatcott.

G.2. Resolution R2023-29, Appointing a member to the Art’s Council.

Director of Recreation Janell Payne gave a brief introduction for Marlene Teter, who the council previously met and interviewed during the study session.

Council Member Shelton motioned to approve Resolution R2023-29, Appointing a member to the Art’s Council. Council Member McGuire seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

G.3. Resolution R2023-28, Authorizing the Mayor to sign an interlocal cooperation agreement for the Home Investment Partnership Program for Federal Fiscal Years 2024-2026.

CFO Sunil Naidu reviewed background information from the Council Report.

Council Member Marlor motioned to approve Resolution R2023-28, Authorizing the Mayor to sign an interlocal agreement as stated above. Council Member Harris seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

G.4. Resolution R2023-30, Authorizing the Mayor to enter into an agreement with Dustin P. Lewis for employment as the City Manager of the City of South Jordan.

Mayor Ramsey discussed Current Deputy City Manager Dustin Lewis' preparedness for this role and shared how excited they are to have him take over as the City Manager.

Council Member McGuire motioned to approve Resolution R2023-30, Authorizing the Mayor to enter into an employment agreement as stated above. Council Member Marlor seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

Manager Lewis thanked everyone and echoed the sentiment that they will miss Manager Whatcott as the City Manager. He has known about this for a year and while he looked forward to it, it meant that one of his best friends would be leaving. Thankfully, Manager Whatcott has been a great mentor, and they have spent the last seven years getting ready for this transition; he is looking forward to it with the city's incredible staff. He is looking forward to all the great things set to come and thanked everyone again.

G.5. Resolution R2023-31, Authorizing the Mayor to enter into an agreement with Ryan W. Loose for employment as City Attorney for the city of South Jordan.

Mayor Ramsey shared that this is not a new hire, he is the current City Attorney and has been with the city for 17 years. They appreciate his expertise and leadership in the Legal Department, as well as his willingness to take on Government Relations.

Council Member Harris motioned to approve Resolution R2023-31, Authorizing the Mayor to enter into an employment agreement as stated above. Council Member Shelton seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

Manager Whatcott noted that he works with Manager Lewis and Attorney Loose every day, along with being a part of both of their hiring's. He is very pleased that we have the kind of professionals we do here, and the city is so fortunate to have the amazing staff they do. Both gentlemen are people of integrity, the kind of people you want to work with side by side. They aren't afraid to carry their weight and that of others, with no additional expectations.

Attorney Loose went to Bingham High School and grew up in the area, discussing some of the memories he has from back in those days. He thanked the council for the opportunity to continue in this position, and shared that Manager Whatcott will be retained for some consulting so he will still be around.

Council Member Marlbor personally thanked Manager Whatcott, who is leaving but not going very far. He was on the planning commission and city council when Manager Whatcott was still called Chief Whatcott as the Fire Chief. He only heard good comments then, and he has only heard good comments since. He has worked many years with Manager Whatcott and every one of them was very pleasurable. He also shared that he couldn't have more confidence in Manager Lewis or Attorney Loose, he feels like the city is in great hands with those two and the rest of staff.

Council Member McGuire shared that he might be the newest council member, but it didn't take long after meeting Manager Whatcott to know that he truly loves the city. His decisions were all made based on what was best for the city and that he has always known that Manager Whatcott's job wasn't just a job, he made it a commitment to serve every day.

Council Member Harris looks at South Jordan compared to other cities, and there is something special here in our city. The city did not evolve this way on accident, there have been critical people in positions to get our city to where it's at and Manager Whatcott was one of those critical pieces. When he shares that he is from South Jordan, immediately he gets the most positive comments. Even with groups like the League of Cities and Towns, they are always impressed with the City of South Jordan and the staff running the city. He looks at all the things we are preparing for in the future, and the spot Manager Whatcott has left the city in, where the city has only amazing things ahead. He added that Manager Whatcott has done an A+ job in mentoring not only Manager Lewis, but others in the organization to be able to take the ball and continue to run with it.

Council Member Shelton recalls after he was elected the first time, around 10 years ago, learning that the city council and staff were headed in completely opposite directions with a lot of contention; not just between the council, but between the council and the staff. He was so disheartened as he began to grasp the situation. There was a period of time with Manager Whatcott as Interim City Manager while they went through the selection process, and what was so important to him at the time was that the new city manager really figured out how to line up the staff and the city council, because they were not aligned from his point of view. Manager Whatcott has done an amazing job, bringing this city back from the brink of a serious mess, helping the staff understand their role in moving the direction the city council wanted to go, and that hasn't always been easy. Council Member Shelton is astonished with the caliber of people willing to work with elected officials, because it is a difficult job sometimes. He is thankful for Manager Whatcott's patience and leadership, helping him to see the bigger picture rather than the little problem at the moment. He has no doubt that the most important vote he has made as a council member was for Gary Whatcott to be the city manager. He has also had the opportunity to work with Manager Lewis, and he remembers Manager Whatcott telling him along the way how smart Manager Lewis is, and he can definitely vouch for that. There was a meeting with

Manager Lewis earlier, and it was again clear how brilliant he is; he has great confidence that Manager Lewis will carry on and put his own mark on this great enterprise we are all involved with. He also appreciates working with Attorney Loose, their relationship and perspective he gets from him on political stuff he is struggling with. He loves working with everyone here, it's one of the great privileges of his life, being an elected member of this body and serving with good people and staff who are really the envy of the whole state.

Mayor Ramsey just wanted Manager Whatcott to know how much she appreciates him, and what a privilege it has been for her to serve with him, learn from him. He has become one of her best friends and it has been an honor to be mentored by him. She appreciates all he has done, more than she can express. He will be missed a lot here, and she is excited to still see him in other capacities around the city. She is grateful for the small hand she was able to have, making sure the state could benefit from his expertise. She is excited to get working with Manager Lewis, and to keep working with Attorney Loose. There wasn't a roll call vote required on the agenda tonight, but this is the only time she gets to vote so she requested to go back and do a ceremonial roll call vote for both the new City Manager and the City Attorney.

Roll Call Vote for Resolution R2023-30

Council Member McGuire – Yes
Council Member Marlor – Yes
Council Member Harris – Yes
Council Member Shelton – Yes
Mayor Ramsey – Yes
Council Member Zander - Absent

Roll Call Vote for Resolution R2023-31

Council Member Harris – Yes
Council Member Shelton – Yes
Council Member Marlor – Yes
Council Member McGuire – Yes
Mayor Ramsey – Yes
Council Member Zander - Absent

Mayor Ramsey also shared that Council Member Zander was sad she couldn't be here tonight, but that she is supportive and completely onboard with these Resolutions.

H. Public Hearing Items

H.1. Resolution R2023-27, Amending the Fiscal Year 2023-2023 Budget for the City of South Jordan. The appropriation authority shall apply to the fiscal year ending June 30, 2023. *(By CFO Sunil Naidu)*

CFO Sunil Naidu reviewed background information from the Council Report.

Mayor Ramsey opened the public hearing for comments. There were no comments and the hearing was closed.

Council Member Marlor motioned to approve Resolution R2023-27, Amending the Fiscal Year Budget for the City of South Jordan as stated above. Council Member Shelton seconded the motion. Roll Call Vote was 4-0, unanimous in favor. Council Member Zander was absent from the vote.

Council Member Shelton thanked CFO Naidu and his team for their work put into making this easy for him to read and understand what's going on; summarizing it in such a way that he doesn't have to read through hundreds of pages to be able to understand and ask questions. He asked if it would be possible to do a similar type of summary on CIP Projects as well in the future, to include the progress in the project and what is left.

CFO Naidu responded that there are so many different CIP Projects on the books, with many being multi-year projects. The council approves the budget, they start the project, and it rolls on year after year until completion. In this setting it's a lot of information, but when they meet with the council for the planning meetings that would be a good place for his team to bring the list of all of the projects including what stage they're in, the remaining budget, etc.

Manager Whatcott added that Director Tingey's group, along with Associate Director of Strategy & Budget, Katie Olsen and Strategy Budget Analyst Abigail Patonai, have been working very hard on the exact issue Council Member Shelton is talking about. The goal is to be able, at any time, to look at any project and understand exactly where they are financially on the project. He believes they are really close to having that ready to go, so in the coming years and going forward they will always have that available to discuss at any time.

Council Member McGuire motioned to recess the City Council Meeting and move to Redevelopment Agency Meeting. Council Member Marlor seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

RECESS CITY COUNCIL MEETING AND MOVE TO REDEVELOPMENT AGENCY MEETING

H.2. Resolution RDA 2023-03, Amending the Fiscal Year 2022-2023 Budget for the Redevelopment Agency of the City of South Jordan, Utah. The appropriation authority shall apply to the fiscal year ending June 30, 2023. (By CFO Sunil Naidu)

CFO Naidu reviewed background information from the Staff Report.

Board Member Ramsey opened the public hearing for comments. There were no comments and the hearing was closed.

Board Member Harris motioned to approve Resolution RDA 2023-03, Amending the Fiscal Year 2022-2023 Budget for the Redevelopment Agency of the City of South Jordan, Utah, as stated above. Board Member Shelton seconded the motion. Roll Call Vote was 4-0, unanimous in favor. Board Member Zander was absent from the vote.

Board Member Shelton motioned to adjourn the Redevelopment Agency Meeting and return to City Council Meeting. Board Member Marlor seconded the motion; vote was unanimous in favor. Board Member Zander was absent from the vote.

ADJOURN REDEVELOPMENT AGENCY MEETING AND RETURN TO CITY COUNCIL MEETING

I. Staff Reports and Calendaring Items

Manager Lewis shared some upcoming events, including the ribbon cutting ceremony for the splash pad on June 28 at 10:00 a.m. The following day on June 29 at 3:00 p.m. will be Gary's Retirement Party, with a ruck the next day to celebrate as well.

Manager Whatcott is glad to see the regional park is finally being opened. It will be nice to have the Park Authority making decisions for the park in the years ahead, and he believes that will serve the park well.

Director Tingey added that all the paperwork for the regional park has been signed on the city's side, they are just waiting for the county to sign everything on their side and record the documents.

Mayor Ramsey noted there are lots of amazing, long-term projects coming online that we have to look forward to, including Pure SoJo.

The council and staff talked about the Pure SoJo project and a desire to have a field trip in the near future to see all the progress.

Manager Whatcott said South Jordan is setting the bar for water reuse in the state. Anything happening in the State of Utah, from a regulatory standpoint going forward, is going to come from this project. It was really rewarding for him to see one of the largest water wholesalers in the state finally recognize the value of this program. This city isn't afraid to take that first step or be the pioneers to stumble along the way to break the trail; that's what sets us apart from other communities. Our residents will pay less money over time in the future for things like this because of the hard work being done now.

Mayor Ramsey noted Director Rasmussen will be presenting on the project at the National Reuse Conference, and the city will be putting together a video for that which includes the Governor's endorsement for the project.

Manager Whatcott said Governor Cox was the Lieutenant Governor at the time they started this project, and he was the one that really helped the city open the door by listening and understanding what they were talking about.

Attorney Loose was asked to set up a meeting with Representative Teuscher and any council members that are available, regarding transportation priorities. He and the council discussed their available times and dates for that possible meeting. He also encouraged the

council members to meet with our legislators whenever possible, as it gives them a chance to share the city's needs and concerns with them.

Mayor Ramsey noted that Speaker Wilson reached out asking if he could come and bring one of his House Leadership Staff members this Friday, which is a great opportunity to talk with him about what the city is doing.

Council Member Harris motioned to adjourn the City Council Meeting. Council Member Shelton seconded the motion; vote was unanimous in favor. Council Member Zander was absent from the vote.

ADJOURNMENT

The June 20, 2023 City Council Meeting adjourned at 8:26 p.m.

UNAPPROVED



THE SCARLET PIMPERNEL

Show Dates:
July 28, 29, 31
August 3, 4, 5



Presented by:
SOUTH JORDAN
Arts Council



sjc.utah.gov/arts

SOUTH JORDAN CITY CITY COUNCIL REPORT

Council Meeting Date: July 18, 2023

Issue: Resolution 2023-32, authorizing the Mayor to sign an Interlocal Cooperation Agreement between City of South Jordan and Salt Lake County for 300 West Improvements to Dry Creek.

Submitted By: Brad Klavano

Department: Engineering

Staff Recommendation (Motion Ready): Approve Resolution 2023-32, authorizing the Mayor to sign an Interlocal Cooperation Agreement between City of South Jordan and Salt Lake County for 300 West Improvements to Dry Creek.

BACKGROUND: City staff has been working now for a few years on solving a FEMA flood plain issue along Dry Creek from Jordan Gateway to I-15. At the same time the City of Sandy has been working on FEMA flood plain issue from I-15 to State Street. While looking at these issues it became apparent the largest issue is the reinforced box culvert (RBC) under 300 West and 300 West roadway within South Jordan City. Since Dry Creek is a Salt Lake County facility they have agreed to pay \$300,000.00 towards the replacement of the RBC with the attached Interlocal Cooperation Agreement.

There will be an additional Interlocal Cooperation Agreement between the City of South Jordan and City of Sandy, as Sandy City and South Jordan City have agreed to split the remaining costs. The property owner that touches this improvement to the north has agreed to contribute \$50,000.00 towards the costs of the project which will be reduced from the amount split between South Jordan City and Sandy City.

TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

FINDINGS: The City Council has recognized that the re-construction of the RBC on 300 West and the replacement of the 300 West roadway at Dry Creek is best done as one project with the financial cooperation of Salt Lake County, Sandy City, and the property owner.

CONCLUSIONS: City staff has negotiated an Interlocal Cooperation Agreement with Salt Lake County and that it is in the best interest of the citizens of South Jordan City and the General Public to execute this agreement.

RECOMMENDATIONS: City staff is recommending that the City Council approve Resolution 2023-32; authorizing the Mayor to sign an Interlocal Cooperation Agreement between City of South Jordan and Salt Lake County for 300 West Improvements to Dry Creek.

FISCAL IMPACT: This Interlocal agreement is obligating Salt Lake County to pay up to \$300,000.00 to the costs of the reinforced box culvert replacement.

ALTERNATIVES: Deny Resolution 2023-32.

City Council Action Requested: 
Brad Klavano (Jul 11, 2023 21:29 MDT)
Department Head

7/11/2023
Date

RESOLUTION R2023 - 32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SOUTH JORDAN AND SALT LAKE COUNTY FOR 300 WEST IMPROVEMENTS TO DRY CREEK CHANNEL.

WHEREAS, the City of South Jordan (“City”) and Salt Lake County (“County”) are local government units under the laws of the State of Utah; and

WHEREAS, City and County are authorized by the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq., to enter into agreements with each other, upon resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, An Interlocal Agreement was prepared pertaining to the construction of 300 West Improvements to Dry Creek; and

WHEREAS, City and County agree that County should pay its share of the costs of the Construction not to exceed \$300,000.00; and

WHEREAS, the South Jordan City Council (the “City Council”) finds the Agreement will benefit the City’s citizens by completing the construction as a joint effort between the two agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Sign. The City Council hereby approves the Agreement, attached as **exhibit A**, and authorized the Mayor to sign the same.

SECTION 2. Effective Date. This Resolution will be effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2023, BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Gregory Simonsen

Gregory Simonsen (Jul 12, 2023 09:14 MDT)

Office of the City Attorney

EXHIBIT A
(The Agreement)

County Contract No. _____
 District Attorney No. _____

INTERLOCAL COOPERATION AGREEMENT

Between

SALT LAKE COUNTY

And

SOUTH JORDAN CITY

FOR 300 WEST IMPROVEMENTS TO DRY CREEK CHANNEL WITHIN SOUTH JORDAN
 CITY BOUNDARIES

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this __ day of _____, 2023, between SALT LAKE COUNTY, a body corporate and politic of the State of Utah ("County"), and the SOUTH JORDAN CITY, a municipal corporation of the State of Utah ("City"). The County and City are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Utah Code Ann. § 11-13-101, et seq. (the "Interlocal Cooperation Act"), authorizes public agencies to enter into joint agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the County through its Department of Public Works Flood Control and Engineering Division operates a Flood Control system in Salt Lake County ("County System");

WHEREAS, the City desires to complete Dry Creek Channel Improvements and the County desires to provide funding to the City to assist in making these Dry Creek Improvements;

WHEREAS, County and City desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both parties in City's completion of these improvements.

AGREEMENT:

NOW, THEREFORE, the Parties mutually agree as follows:

1. 300 West Dry Creek Improvements Project. The City intends to make the 300 West Dry Creek Improvements or cause the Dry Creek Improvements at 300 West to be made as set

forth in the 300 West Dry Creek Culvert Preliminary Plans, attached hereto as Exhibit A of this Agreement and incorporated by reference. The City hereby agrees that construction projects related to this Agreement will be competitively bid in compliance with all applicable procurement rules. City agrees to submit a Salt Lake County Flood Control Permit for any work done on the creek, with access details (including access road and/or equipment access to remove debris) to be worked out through the permitting process.

2. County Payment. Upon substantial completion of the 300 West Dry Creek Improvements, City shall submit records of the actual cost of completing these improvements, including a breakout of the culvert and/or costs that are strictly flood control related. Only County approved work is considered eligible for reimbursement. Within thirty (30) days after receipt (as defined in section 5.I. of this Agreement) of the records by the County, County shall pay to the City the actual cost of completing the improvements, up to \$300,000. Under no circumstances will County be obligated to provide more than \$300,000, regardless of actual cost. If additional funds are approved by the Salt Lake County Mayor and Salt Lake County Council for following years, written notification will be sent to South Jordan City. Possible future funding shall follow the same protocols as the initial funding.

3. Use of Flood Control Funds. City acknowledges that the funds are flood control funds that must be used for valid flood control projects. County supports use of funds for construction of the 300 West Dry Creek culvert as it will improve maintenance of Dry Creek at this location. The City hereby agrees to use these funds for flood control related expenses on the Dry Creek Improvements set forth in Exhibit A . Any other use of these funds must first be submitted to County to determine if the project is a valid flood control project, and subsequently approved in writing. Funds not used for valid flood control projects will not be reimbursed by County.

4. Operation and Maintenance of Dry Creek Improvements. After acceptance of the Dry Creek Improvements, the County shall be responsible for all operation and maintenance costs related to the Dry Creek flood control channel, which do not include the 300 West culvert. Operation and Maintenance of the culvert will be the responsibility of the City, who owns the 300 West road.

5. Miscellaneous Provisions. The following provisions are also an integral part of this Agreement:

A. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

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

C. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

D. Liability and Indemnification. The Parties are both governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. § 63-30-1, et seq.) (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

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

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

G. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

H. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and both City and County have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

I. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by any communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

| | |
|----------|--|
| County: | Salt Lake County Flood Control Division Director 2001 South State Street N3-120 Salt Lake City, UT 84190 |
| City: | South Jordan City Engineering 1600 West Towne Center Drive South Jordan, UT 84095 |
| Copy to: | South Jordan Attorney's Office 1600 West Towne Center Drive South Jordan, UT 84095 |

J. Delegation. Neither party may assign its rights or delegate its duties under this Agreement to any other person(s) or entity(ies) without written consent of the other party.

K. Survival. All of the parties' respective representations, covenants and warranties and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive the Closing and the delivery of any deeds, bills of sale or the like contemplated herein.

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

M. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act, and in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

N. Protection of the Scrivener. No provision of this Agreement, nor any ambiguities that may be contained within this Agreement, shall be construed against any party on the grounds such Party or Party's counsel drafted the provision at issue or that the provision at issue contains a covert, representation or warranty of such Party.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City, by resolution duly adopted by its council, a copy of which is attached hereto, caused this Agreement to be signed by its City Manager and attested by its Recorder; and the County, by resolution of its council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or his designee on the date first stated above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

Administrative Approval

By: _____
Scott Baird,
Department Director

By: _____
Kade D. Moncur,
Division Director

Reviewed as to Form

By Ryan W. Lambert Digitally signed by Ryan W. Lambert
Date: 2023.06.28 17:02:11 -06'00'
Deputy District Attorney

SOUTH JORDAN CITY

Mayor

Attest:

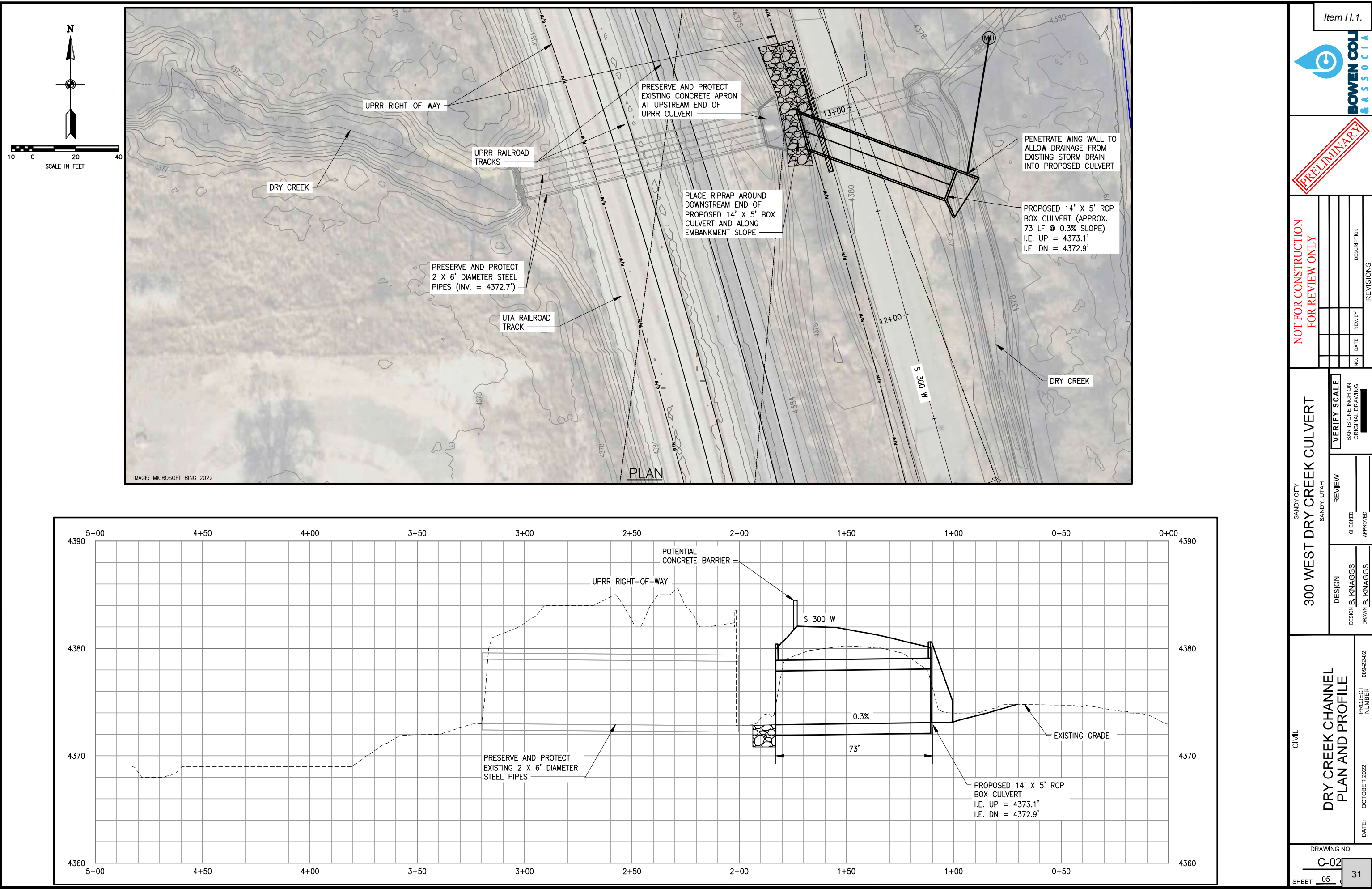
City Recorder

Reviewed as to Form

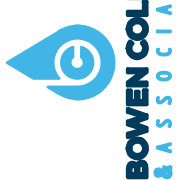
By Gregory Simonsen
Gregory Simonsen (Jul 12, 2023 09:14 MDT)
South Jordan City Attorney

EXHIBIT A

300 West Dry Creek Culvert Preliminary Plans



Item H.1.



PRELIMINARY

NOT FOR CONSTRUCTION
FOR REVIEW ONLY

| NO. | DATE | REV. BY | DESCRIPTION |
|-----|------|---------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |

300 WEST DRY CREEK CULVERT

VERIFY SCALE
BARS ARE ONE INCH ON
ORIGINAL DRAWING

DESIGN
B. KNAGGS

REVIEW
CHECKED
APPROVED

DRY CREEK CHANNEL
PLAN AND PROFILE

CIVIL

PROJECT
NUMBER

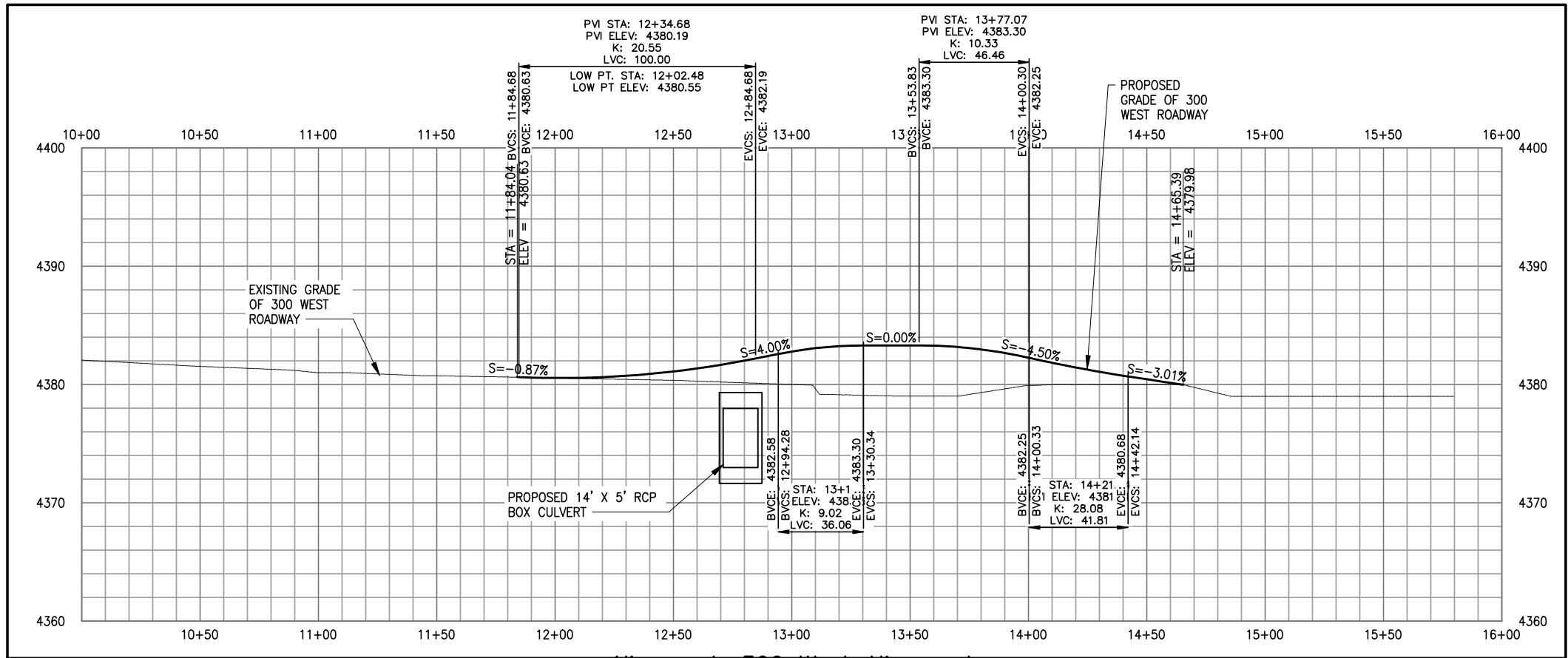
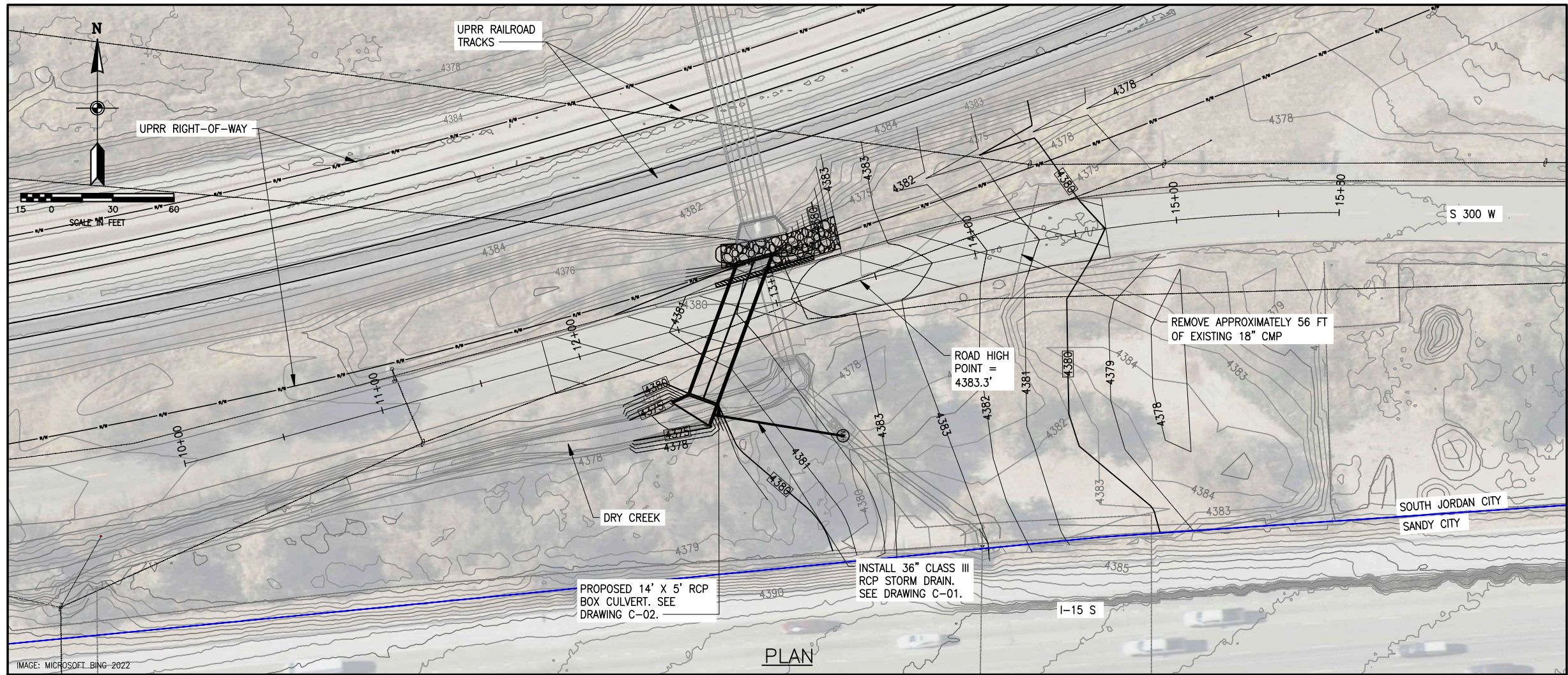
DATE: OCTOBER 2022

009-22-02

DRAWING NO.
C-02

SHEET 05

31



Item H.1.

PRELIMINARY

NOT FOR CONSTRUCTION
FOR REVIEW ONLY

| NO. | DATE | REV. BY | DESCRIPTION |
|-----|------|---------|-------------|
| | | | |
| | | | |
| | | | |

300 WEST DRY CREEK CULVERT

SANDY CITY, UTAH

VERIFY SCALE

BASE IS ONE INCH ON ORIGINAL DRAWING

DESIGN

DESIGN B. KNAGGS

REVIEW

CHECKED

APPROVED

CIVIL

300 WEST ROAD IMPROVEMENTS
PLAN AND PROFILE

DATE: OCTOBER 2022

PROJECT NUMBER: 009-22-02

DRAWING NO.

C-03

SHEET 06

32

SOUTH JORDAN CITY CITY COUNCIL REPORT

Council Meeting Date: July 18, 2023

Issue: Resolution 2023-33, authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of South Jordan and the City of Sandy for 300 West Improvements to Dry Creek.

Submitted By: Brad Klavano

Department: Engineering

Staff Recommendation (Motion Ready): Approve Resolution 2023-33, authorizing the Mayor to sign an Interlocal Cooperation Agreement between City of South Jordan and the City of Sandy for 300 West Improvements to Dry Creek.

BACKGROUND: City staff has been working now for a few years on solving a FEMA flood plain issue along Dry Creek from Jordan Gateway to I-15. At the same time the City of Sandy has been working on FEMA flood plain issue from I-15 to State Street. While looking at these issues it became apparent the largest issue is the reinforced box culvert (RBC) under 300 West and the 300 West roadway within South Jordan City. Since Dry Creek is a Salt Lake County facility, Salt Lake County has agreed to pay \$300,000.00 towards the replacement of the RBC with an Interlocal Cooperation Agreement.

The City of South Jordan and Sandy City have agreed to split the remaining costs, as completing this work will also benefit properties within Sandy City that are impacted by FEMA flood plain mapping. The property owner that touches this improvement to the north has agreed to contribute \$50,000.00 towards the costs of the project which will be reduced from the amount split between South Jordan City and Sandy City.

TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

FINDINGS: The City Council has recognized that the re-construction of the RBC on 300 West and the replacement of the 300 West roadway at Dry Creek is best done as one project with the financial cooperation of Salt Lake County, Sandy City, and the property owner.

CONCLUSIONS: City staff has negotiated an Interlocal Cooperation Agreement with the City of Sandy and that it is in the best interest of the citizens of South Jordan City and the General Public to execute this agreement.

RECOMMENDATIONS: City staff is recommending that the City Council approve Resolution 2023-33; authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of South Jordan and the City of Sandy for 300 West Improvements to Dry Creek.

FISCAL IMPACT: This Interlocal Cooperation Agreement is obligating the City of Sandy to pay half the actual bid costs towards the project estimated at \$170,577.00.

ALTERNATIVES: Deny Resolution 2023-33.

City Council Action Requested: 
Brad Klavano (Jul 11, 2023 21:28 MDT)
Department Head

7/11/2023
Date

RESOLUTION R2023 - 33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SOUTH JORDAN AND THE CITY OF SANDY FOR 300 WEST IMPROVEMENTS TO DRY CREEK CHANNEL.

WHEREAS, the City of South Jordan (“City”) and the City of Sandy (“Sandy”) are local government units under the laws of the State of Utah; and

WHEREAS, City and Sandy are authorized by the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq., to enter into agreements with each other, upon resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, An Interlocal Cooperation Agreement was prepared pertaining to the construction of 300 West Improvements to Dry Creek; and

WHEREAS, City and Sandy agree that Sandy should pay its share of the costs of the Construction based on bid amounts estimated to be \$170,577.00; and

WHEREAS, the South Jordan City Council (the “City Council”) finds the Agreement will benefit the City’s citizens by completing the construction as a joint effort between the two agencies.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Authorization to Sign. The City Council hereby approves the Interlocal Cooperation Agreement, attached as **exhibit A**, and authorize the Mayor to sign the same.

SECTION 2. Effective Date. This Resolution will be effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2023, BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:

Gregory Simonsen

Gregory Simonsen (Jul 12, 2023 09:12 MDT)

Office of the City Attorney

EXHIBIT A
(The Agreement)

**Interlocal Cooperation Agreement Between
The City of South Jordan and the City of Sandy**

**300 WEST ROADWAY IMPROVEMENTS AND DRY CREEK CHANNEL
IMPROVEMENTS WITHIN SOUTH JORDAN CITY BOUNDARIES**

The CITY OF SOUTH JORDAN, a Utah municipal corporation (“South Jordan”), and the CITY OF SANDY (“Sandy”) enter into this Interlocal Cooperation Agreement (“Agreement”) this _____ day of _____, 2023 (“Effective Date”), and agree as set forth below. South Jordan and Sandy are referred to collectively as “Parties.”

RECITALS

South Jordan intends to construct the improvements to 300 West at Dry Creek (the “Project”) as shown on the 300 West Dry Creek Culvert Improvements plans, attached hereto as **Exhibit A** of this Agreement and incorporated by reference. South Jordan hereby agrees that construction of 300 West Dry Creek Improvements related to this Agreement will be competitively bid in compliance with all applicable procurement rules.

As local governmental units, the Parties are authorized under the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, et seq. (the “Interlocal Act”), to make the most efficient use of their powers by acting cooperatively to provide needed services and facilities so that the Parties benefit from economy of scale and shared resources. Therefore, the Parties agree as follows:

TERMS

1. **CONSTRUCTION OF THE PROJECT.** South Jordan shall be responsible for all matters pertaining to the Project including hiring and paying a contractor to complete the Project. The Project will be completed according to South Jordan’s engineering standards for the design and construction.

2. **TERM.** The term of this Agreement begins on the Effective Date and ends upon completion of the Project and payment by Sandy pursuant to Section 3 of this Agreement. Although the Parties anticipate that the Project will be completed before June 30, 2024, they acknowledge that many factors outside South Jordan’s control may affect its ability to complete the Project. Therefore, South Jordan will not be in breach of this Agreement if the Project is not completed before June 30, 2024.

3. **PAYMENT.**

a. As shown in **Exhibit B**, attached hereto and incorporated herein by this reference, the estimated cost for construction of the Project is \$791,520.00 (the “Estimated Construction Cost”). South Jordan shall contract with: (i) Salt Lake County to pay \$300,000.00 towards the construction of the Project ; and (ii) the property owner to pay \$50,000.00 toward construction of the Project, which shall be in addition to the \$37,906

that has been spent by property owner to date. South Jordan shall be solely responsible to collect payment from Salt Lake County and the property owner.

b. As shown in **Exhibit B**, Sandy shall reimburse South Jordan in the amount of \$170,577.00 (“Reimbursement Amount”). If the actual cost of Project construction differs from the Estimated Construction Cost, the Reimbursement Amount shall be increased or decreased as follows:

i. If the actual construction cost exceeds the Estimated Construction Cost, the Reimbursement Amount shall be increased by 50% of the difference between the actual construction cost and the Estimated Construction Cost; provided that South Jordan notifies Sandy in writing at least ten business days prior to approving any change order that increases the construction cost, and South Jordan considers all written responses it receives from Sandy within that time.

ii. If the actual construction cost is less than the Estimated Construction Cost, the Reimbursement Amount shall be decreased by 50% of the difference between the actual construction cost and the Estimated Construction Cost.

c. After the Project is complete, South Jordan shall send Sandy an invoice for its portion of the Project final actual costs, which Sandy agrees to pay within thirty days of receiving the invoice. Prior to expiration of the thirty days, Sandy shall notify South Jordan in writing of any questions or concerns regarding the invoice.

4. **TERMINATION OR AMENDMENT.** This agreement and all provisions contained herein shall only be amended or terminated by written agreement between the Parties.

5. **BREACH WILL NOT TERMINATE.** No breach or violation of any provision of this Agreement will entitle any person or entity to cancel, rescind, or otherwise terminate this Agreement, but this limitation will not affect, in any manner, any other rights or remedies to which a party may be entitled at law or in equity by reason of a breach of this Agreement.

6. **LIABILITY AND INDEMNIFICATION.** The parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code § 63G-7-101, et seq. (the “Immunity Act”). Consistent with the terms of the Immunity Act, and as provided herein, the Parties mutually agree that each party is responsible and liable for its own wrongful or negligent act committed by it or its agents, officers, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability currently provided by the Immunity Act. The parties agree to indemnify each other and hold each other harmless from any damages or claims from damages occurring to persons or property as a result of the negligence or fault of their own officers, employees, or agents involved in the Project.

7. **ADMINISTRATION.** This Agreement does not create a separate entity; however, to the extent that any administration of this Agreement becomes necessary, then the Department Directors of each party, or their designees, shall constitute a joint board for such purpose.

8. **INTERLOCAL COOPERATION ACT.** The Parties acknowledge that this Agreement is subject to the provisions and procedures of the Interlocal Act and they agree to process, approve, manage, and archive this agreement in compliance with the Interlocal Act.

9. **MISCELLANEOUS.**

a. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and no other promises or understandings, express and implied, shall be binding upon the Parties.

b. **No Waiver.** Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

c. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision this Agreement.

d. **Severability.** If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement. This Agreement shall otherwise remain in full force and effect provided the fundamental purpose of this Agreement and the Parties' ability to complete the Project as set forth herein is not defeated by such severance.

e. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

f. **Attorney's Fees and Costs.** If any party brings legal action either because of a breach of this agreement or to enforce a provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

g. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors in interest and assigns.

h. **No Third Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF SOUTH JORDAN, a Utah municipal corporation

By: _____

(Print name and title above)

APPROVED AS TO FORM:

Gregory Simonsen

Gregory Simonsen (Jul 12, 2023 09:12 MDT)

Attorney for City

CITY OF SANDY, a Utah municipal corporation

By: _____

(Print name and title above)

APPROVED AS TO FORM:

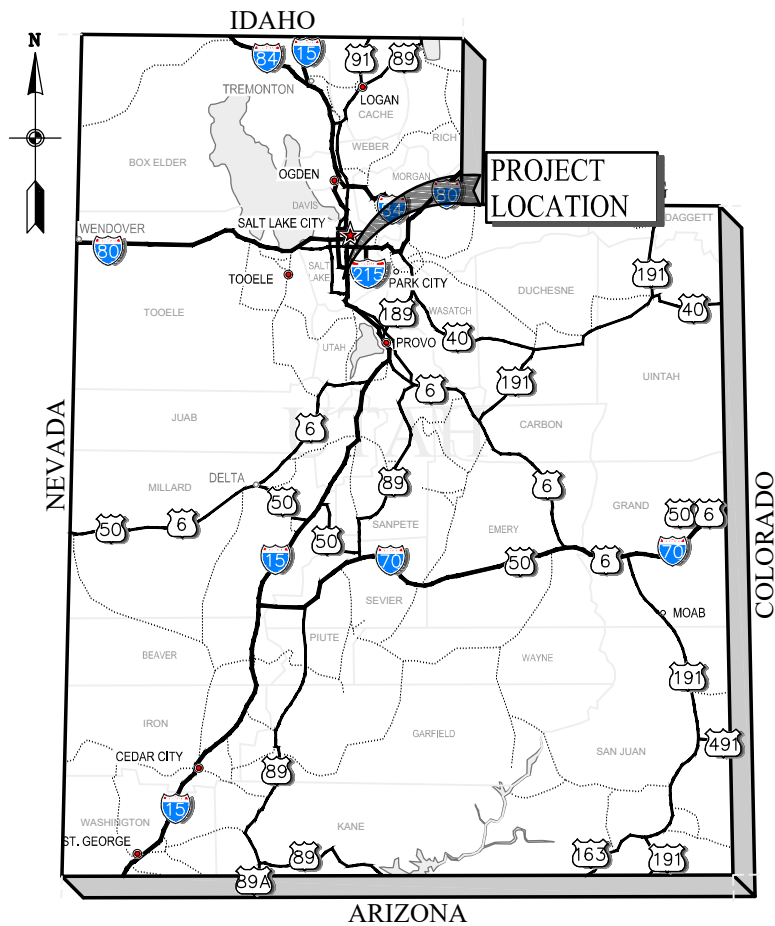
Attorney for City

EXHIBIT A
(300 West Dry Creek Culvert Improvements Plans)

EXHIBIT B
(Cost Distribution)

| Entity | Construction | Costs Incurred | Total |
|-------------------|---------------------|-----------------------|-------------------|
| Sandy City | \$ 170,577 | \$ 115,272 | \$ 285,849 |
| South Jordan City | \$ 270,943 | \$ 14,905 | \$ 285,848 |
| Property Owner | \$ 50,000 | \$ 37,906 | \$ 87,906 |
| SLCO | \$ 300,000 | \$ - | \$ 300,000 |
| Total | \$ 791,520 | \$ 168,083 | \$ 959,603 |

DRAWINGS FOR CONSTRUCTION OF THE
300 WEST DRY CREEK BOX CULVERT REPLACEMENT
SOUTH JORDAN, UTAH



PROJECT LOCATION MAP

| INDEX OF DRAWINGS | | |
|-------------------|---------|--|
| SHT NO. | DWG NO. | DESCRIPTION |
| GENERAL | | |
| 01 | G-01 | TITLE PAGE, PROJECT LOCATION, INDEX OF DRAWINGS, AND VICINITY MAPS |
| 02 | G-02 | ABBREVIATIONS |
| 03 | G-03 | SYMBOLS |
| 04 | G-04 | GENERAL NOTES |
| CIVIL | | |
| 04 | C-01 | DEMOLITION PLAN |
| 05 | C-02 | CIVIL SITE PLAN |
| 06 | C-03 | PLAN AND PROFILE - DRY CREEK CHANNEL |
| 07 | C-04 | PLAN AND PROFILE - 300 WEST ROAD IMPROVEMENTS |
| 08 | C-05 | CIVIL DETAILS - 1 |
| 09 | C-06 | CIVIL DETAILS - 2 |
| STRUCTURAL | | |
| 10 | S-01 | PLAN AND ELEVATION |
| 11 | S-02 | TYPICAL SECTION |
| 12 | S-03 | INLET PLAN AND DETAILS |
| 13 | S-04 | OUTLET PLAN AND DETAILS |
| 14 | S-05 | GENERAL STRUCTURAL DETAILS |



PROJECT VICINITY MAP



300 WEST DRY CREEK BOX CULVERT REPLACEMENT

SOUTH JORDAN CITY
SOUTH JORDAN, UTAH

DESIGN
DESIGN B. KNAGGS
DRAWN B. KNAGGS

REVIEW
CHECKED C. BAGLEY
APPROVED B. KNAGGS

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING

GENERAL
COVER SHEET,
PROJECT LOCATION AND
VICINITY MAP

DATE: JUNE 2023
PROJECT NUMBER 009-22-02

DRAWING NO.
G-01

SHEET 01 44

NO

DATE

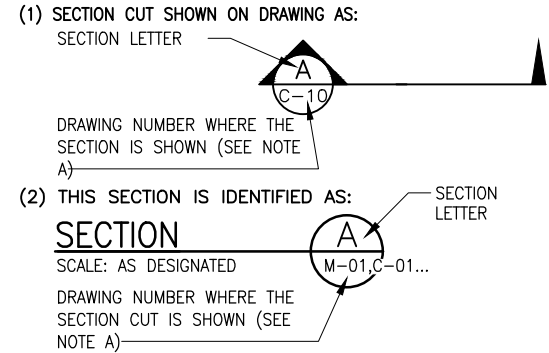
REV BY

DESCRIPTION

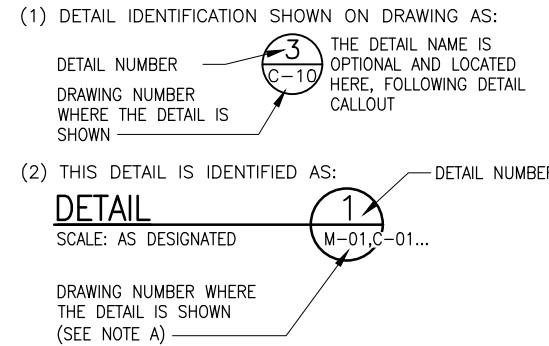
REVISIONS

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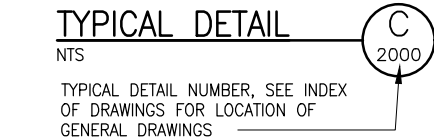
SECTION IDENTIFICATION



DETAIL IDENTIFICATION



TYPICAL DETAIL IDENTIFICATION



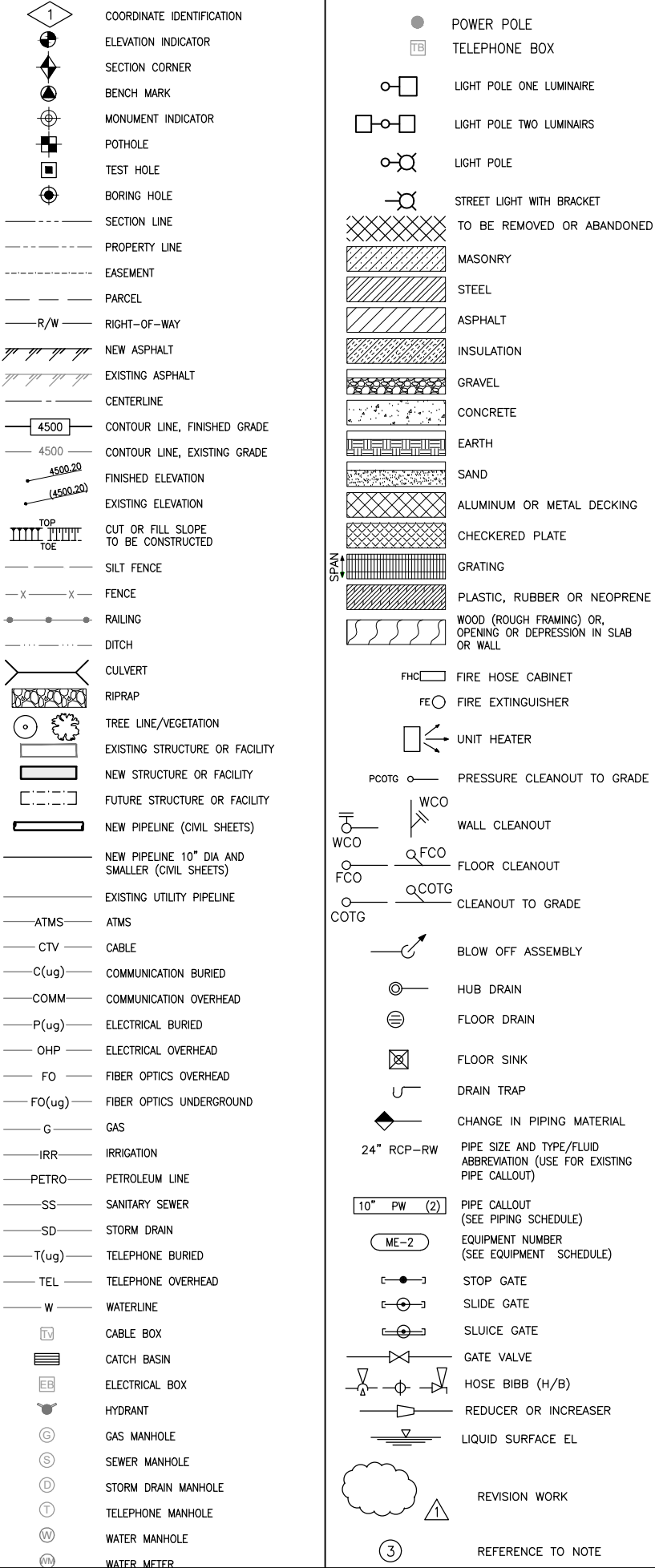
DRAWING IDENTIFICATION SYSTEM

| LETTER | DISCIPLINE |
|--------|----------------------------|
| G | GENERAL |
| C | CIVIL |
| S | STRUCTURAL |
| GC | GENERAL CIVIL DETAILS |
| GS | GENERAL STRUCTURAL DETAILS |

S-02
INDIVIDUAL DRAWING NUMBER
DISCIPLINE

NOTES:

- A. IF PLAN AND SECTION (OR DETAIL CALL-OUT AND DETAIL) ARE SHOWN ON SAME DRAWING, DRAWING NUMBER IS REPLACED BY A HORIZONTAL LINE.
- B. ELECTRICAL SYMBOLS SHOWN ON ELECTRICAL DRAWINGS. FOR WELDING SYMBOLS USE AMERICAN WELDING SOCIETY STANDARD SYMBOLS. SEE AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL.



UPRR GENERAL CONSTRUCTION REQUIREMENTS:

- ALL WORK WITHIN 25' OF TRACK, OVER TRACK, OR WITH POTENTIAL TO FOUL TRACK REQUIRES UPRR FLAGMAN TO BE ON SITE. THIS REQUIREMENT IS NON-NEGOTIABLE.
- ALL EQUIPMENT, MATERIALS, AND PERSONNEL SHALL REMAIN OUTSIDE THE MINIMUM CONSTRUCTION CLEARANCE ENVELOPE, EXCEPT WHEN WITHIN PRE-DETERMINED TRACK CURFEWS.
- ALL PERSONNEL MUST CLEAR THE AREA WITHIN 25 FEET OF THE TRACK CENTERLINE AND SECURE ALL EQUIPMENT DURING THE APPROACH AND PASSAGE OF A TRAIN.
- EQUIPMENT SHALL NOT BE SUPPORTED BY THE TRACK BALLAST, SUB-BALLAST, TIES OR RAILS AT ANY TIME.
- STORAGE AND STAGING AREAS ARE NOT PERMITTED WITHIN UPRR RIGHT OF WAY, EXCEPT WITHIN PRE-APPROVED ZONES SUCH AS EASEMENTS.
- TEMPORARY TRACK CROSSINGS MUST BE APPROVED BY UPRR'S LOCAL OPERATING UNIT AND UPRR MANAGER OF INDUSTRY AND PUBLIC PROJECTS PRIOR TO START OF CONSTRUCTION.
- TRACK CROSSINGS AND USE OF UPRR ACCESS ROADS/HAUL ROADS MUST BE COORDINATED WITH UPRR'S LOCAL MANAGER OF TRACK MAINTENANCE (AND YARD MASTER, IF WITHIN YARD LIMITS).
- TEMPORARY DRAINAGE STRUCTURES AND/OR BMP'S SHALL NOT DIRECT STORMWATER TOWARDS UPRR TRACKS OR ACCESS ROADS.
- UNATTENDED EXCAVATIONS WITHIN UPRR RIGHT OF WAY SHALL BE PROPERLY SECURED BY FENCING AND/OR COVERING(S) PER OSHA REQUIREMENTS.
- ALL UTILITIES WITHIN UPRR RIGHT OF WAY MUST BE IDENTIFIED AND MARKED PRIOR TO START OF CONSTRUCTION, UPRR CALL BEFORE YOU DIG: UP.COM/CBUD

GENERAL NOTES

- COORDINATE WITH SOUTH JORDAN CITY AND JERRY SEINER AUTOMOBILE DEALERSHIPS DURING TEMPORARY CLOSURE OF 300 W WHILE REPLACING THE BOX CULVERT.

Item H.2.

| NO. | DATE | REV. BY | DESCRIPTION |
|-----|------|---------|-------------|
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300 WEST DRY CREEK BOX CULVERT REPLACEMENT

SOUTH JORDAN CITY
SOUTH JORDAN, UTAH

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

REVIEW
CHECKED C. BAGLEY
APPROVED B. KNAGGS

DESIGN
DESIGN B. KNAGGS
DRAW B. KNAGGS

GENERAL NOTES AND SYMBOLS

PROJECT NUMBER
009-22-02

DATE: JUNE 2023

DRAWING NO.
G-03

SHEET 03 46

P:\Sandy City\009-22-00 300 W Dry Creek Culvert\2.0 Design Phase\2.7 Drawings\shf\0092200_G-03.dwg Plotted: 6/29/2023 3:54 PM By: Brianna Knaggs

1.1 SOUTH JORDAN CITY GENERAL NOTES

1. ALL WORK DONE OR IMPROVEMENTS INSTALLED WITHIN SOUTH JORDAN CITY INCLUDING BUT NOT LIMITED TO EXCAVATION, CONSTRUCTION, ROADWORK AND UTILITIES SHALL CONFORM TO THE SOUTH JORDAN CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS, CITY MUNICIPAL CODE, THE LATEST EDITION OF THE APWA MANUAL OF STANDARD SPECIFICATIONS AND MANUAL OF STANDARD PLANS, THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ANY STATE OR FEDERAL REGULATIONS AND PERMIT REQUIREMENTS OF VARIOUS GOVERNING BODIES. THE CONTRACTOR IS RESPONSIBLE TO HAVE A COPY OF THESE SPECIFICATIONS AND TO KNOW AND CONFORM TO THE APPROPRIATE CODES, REGULATIONS, DRAWINGS, STANDARDS AND SPECIFICATIONS.
2. THE EXISTENCE AND LOCATION OF ANY OVERHEAD OR UNDERGROUND UTILITY LINES, PIPES, OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A RESEARCH OF THE AVAILABLE RECORDS. EXISTING UTILITIES ARE LOCATED ON PLANS ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE PROTECTION OF UTILITIES AND THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN ON THE PLANS OR NOT IN THE LOCATION SHOWN ON THE PLANS. THIS INCLUDES ALL SERVICE LATERALS OF ANY KIND. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, LOCATE ALL UNDERGROUND AND OVERHEAD INTERFERENCES, WHICH MAY AFFECT HIS OPERATION DURING CONSTRUCTION AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO SAME. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR OVERHEAD UTILITIES SO AS TO SAFELY PROTECT ALL PERSONNEL AND EQUIPMENT, AND SHALL BE RESPONSIBLE FOR ALL COST AND LIABILITY IN CONNECTION THEREWITH.
3. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING UTILITY LINES, STRUCTURES, SURVEY MONUMENTS AND STREET IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, FROM DAMAGE, AND ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED SATISFACTORY TO THE CITY ENGINEER AND OWNING UTILITY COMPANY AT THE EXPENSE OF THE CONTRACTOR.
4. ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS, ANY REVISIONS SHALL HAVE THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER.
5. PERMITS ARE REQUIRED FOR ANY WORK IN THE PUBLIC WAY. THE CONTRACTOR SHALL SECURE ALL PERMITS AND INSPECTIONS REQUIRED FOR THIS CONSTRUCTION.
6. CURB, GUTTER, AND SIDEWALK, FOUND TO BE UNACCEPTABLE PER CITY STANDARDS AND APWA SHALL BE REMOVED AND REPLACED.
7. CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION. THE EXTENT OF TRANSITIONS TO BE AS SHOWN ON PLANS.
8. ANY SURVEY MONUMENTS DISTURBED SHALL BE REPLACED AND ADJUSTED PER SALT LAKE COUNTY SURVEYORS REQUIREMENTS.
9. ALL CONSTRUCTION MATERIALS PER APWA MUST BE SUBMITTED AND APPROVED BY THE CITY ENGINEER PRIOR TO THE PLACEMENT OF ASPHALT WITHIN CITY RIGHT OF WAY.
10. REQUEST FOR INSPECTION BY THE CITY OF SOUTH JORDAN ENGINEERING DEPT. SHALL BE MADE BY THE CONTRACTOR AT LEAST 48 HOURS BEFORE THE INSPECTION SERVICES WILL BE REQUIRED, EXCEPT IN AN EMERGENCY AS DEFINED BY THE SOUTH JORDAN CITY MUNICIPAL CODE § 12.08.010.
11. WORK IN PUBLIC WAY, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
12. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION.
13. POWER POLES AND/OR OTHER EXISTING FACILITIES NOT IN PROPER LOCATION BASED ON PROPOSED IMPROVEMENTS SHOWN HEREON WILL BE RELOCATED AT NO EXPENSE TO THE CITY OF SOUTH JORDAN. POWER LINES AND ALL OTHER AERIAL UTILITIES ARE TO BE BURIED AND POLES REMOVED AS DETERMINED BY THE CITY ENGINEER.

14. CONTRACTOR TO FOLLOW SALT LAKE COUNTY NOISE ORDINANCE STANDARDS.
15. CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
16. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES AS PER STATE LAW AS WELL AS PROVIDING A STORM WATER POLLUTION PREVENTION PLAN TO THE CITY.
17. DEVELOPER IS RESPONSIBLE FOR LOCATING AND REPAIRING ALL UNDERGROUND STREETLIGHT WIRES, WATER LINES, STORM DRAIN LINES AND IRRIGATION LINES UNTIL 90% OF THE BOND HAS BEEN RELEASED.
18. ALL CITY MAINTAINED UTILITIES INCLUDING; WATERLINE, FIRE HYDRANTS, STREETLIGHT WIRING, AND STORM DRAIN MUST BE IN PUBLIC RIGHT OF WAY OR IN RECORDED EASEMENTS.
19. CONTRACTOR SHALL WORK SOUTH JORDAN CITY REGULAR WORKING HOURS OF MONDAY THROUGH FRIDAY 7:00 AM TO 4:00 PM. IF CONTRACTOR PERMITS OVERTIME WORK OR WORK ON A SATURDAY, SUNDAY OR ANY LEGAL HOLIDAY, CONTRACTOR SHALL RECEIVE PRIOR APPROVAL BY CITY ENGINEER. CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY OVERTIME INSPECTION FEE'S TO THE CITY OF SOUTH JORDAN ON THE THURSDAY PRIOR TO THE SATURDAY, SUNDAY OR LEGAL HOLIDAY REQUESTED. THIS APPLIES TO ALL WORK WITHIN THE PUBLIC RIGHT OF WAY INCLUDING TRAFFIC CONTROL AND ACCESS.
20. PRIOR TO 90% BOND RELEASE, A LEGIBLE AS-BUILT DRAWING MUST BE SUBMITTED TO THE CITY OF SOUTH JORDAN STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER. AS-BUILTS MUST SHOW ALL CHANGES AND ACTUAL FIELD LOCATIONS OF STORM DRAINAGE, WATERLINES, IRRIGATION, STREET LIGHTING, AND POWER. AS-BUILTS WILL BE HELD TO THE SAME STANDARD AS APPROVED DESIGN DRAWINGS, NO "REDLINED PLANS" ALLOWED. IN THE ABSENCE OF CHANGES, COPIES OF THE APPROVED DRAWINGS WILL BE REQUIRED STATING "INSTALLED AS PER DRAWINGS". AS-BUILT DRAWINGS FOR NEW DEVELOPMENTS SHALL BE SUBMITTED TO THE CITY IN THE FOLLOWING FORMATS AND QUANTITIES PRIOR TO THE 90% BOND RELEASE: 1 .DXF COPY, 1 .PDF COPY.
21. FILTER FABRIC WRAPPED AROUND AN INLET GRATE IS NOT AN ACCEPTABLE INLET SEDIMENT BARRIER. SEE CHAPTER 9 OF SOUTH JORDAN CITY CONSTRUCTION STANDARDS AND SPECIFICATIONS FOR DETAILS OF APPROVED STORM WATER BMPS.
22. ASPHALT PAVING BETWEEN OCTOBER 15 AND APRIL 15 IS NOT ALLOWED WITHOUT A WRITTEN EXCEPTION FROM THE ENGINEERING DEPARTMENT.
23. TO ENSURE PROPER PLANTING, PROTECTION AND IRRIGATION OF TREES, MITIGATING RISK OF TREE FAILURE OR FUTURE DAMAGE TO INFRASTRUCTURE, CONTRACTORS ARE REQUIRED TO FOLLOW THE STANDARDS AND SPECIFICATIONS OF THE ISA – INTERNATIONAL SOCIETY OF ARBORICULTURE.
24. ALL SMALL CELL CONSTRUCTION MUST FOLLOW THE SOUTH JORDAN CITY SMALL CELL INFRASTRUCTURE DESIGN GUIDELINES.
25. WHEN A PROPOSED DEVELOPMENT BORDERS A COLLECTOR, MINOR COLLECTOR OR ARTERIAL STREET AND IS REQUIRED TO CONSTRUCT COLLECTOR STREET FENCING ALONG THE BACK OF SIDEWALK, THE DEVELOPMENT SHALL ALSO BE REQUIRED PUT IN A CONCRETE MOW STRIP FROM THE BACK OF SIDEWALK TO UNDERNEATH THE FENCE PANELS. CONCRETE MOW STRIPS SHALL ALSO BE REQUIRED BETWEEN THE SIDEWALK AND FENCING ALONG THE REAR OF DOUBLE FRONTAGE LOTS.

1.2 CITY OF SOUTH JORDAN TRAFFIC NOTES

26. IF THE IMPROVEMENTS NECESSITATE THE OBLITERATION, TEMPORARY OBSTRUCTION, TEMPORARY REMOVAL OR RELOCATION OF ANY EXISTING TRAFFIC PAVEMENT MARKING, SUCH PAVEMENT MARKING SHALL BE RESTORED OR REPLACED WITH LIKE MATERIALS TO THE SATISFACTION OF THE CITY ENGINEER, PUBLIC WORKS DIRECTOR OR DISEE.
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL PERMANENT SIGNS SHOWN ON THE PLANS. STREET NAME SIGNS SHALL CONFORM IN THEIR ENTIRETY TO CURRENT CITY STANDARDS. ALL OTHER SIGNS SHALL BE STANDARD SIZE UNLESS OTHERWISE SPECIFIED ON THE PLANS. ALL SIGN POSTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT CITY STANDARDS.

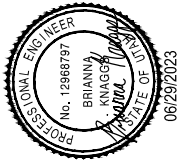
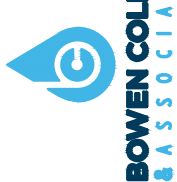
28. ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL BE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOWING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR PER APPROVED CONSTRUCTION DRAWINGS UNLESS APPROVED BY THE CITY ENGINEER.
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUS STOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.
30. BEFORE ANY WORK IS STARTED IN THE RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL ALL ADVANCE WARNING SIGNS FOR THE CONSTRUCTION ZONE. THE CONTRACTOR SHALL INSTALL TEMPORARY STOP SIGNS AT ALL NEW STREET ENCROACHMENTS INTO EXISTING PUBLIC STREETS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) PER THE CURRENT EDITION ADOPTED BY UDOT AND BE APPROVED BY THE CITY OF SOUTH JORDAN BEFORE CONSTRUCTION BEGINS.
31. ALL SIGNS LARGER THAN 36" X 36" OR 1296 SQUARE INCHES PER SIGN POLE SHALL BE MOUNTED ON A SLIP BASE SYSTEM PER UDOT STANDARD DRAWING SN 10B (DETAIL DRAWING ATTACHED TO STANDARD DRAWINGS) WITH A "Z" BAR BACKING. SIGNS OF THIS SIZE ARE NOT ALLOWED TO BE MOUNTED ON A YIELDING POLE.
32. SIGN COMPONENTS SUCH AS SHEETING, EC FILM, INKS, LETTERS AND BORDERS ARE ALL REQUIRED TO BE FROM THE SAME MANUFACTURER. ONLY EC FILM MAY BE USED TO ACHIEVE COLOR. VINYL EC FILM IS NOT ACCEPTED.
33. PAVING ASPHALT BINDER GRADE SHALL BE PG 58-28 UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. ASPHALT AGGREGATE SIZE SHALL BE ½ INCH FOR RESIDENTIAL AND COLLECTOR ROADS. NO MORE THAN 15% RAP (RECLAIMED ASPHALT PAVEMENT) BY WEIGHT WILL BE ALLOWED IN THE ASPHALT MIX DESIGN FOR THE PAVING OF PUBLIC AND PRIVATE STREETS. UP TO THE 15 PERCENT WILL BE ALLOWED WITH NO CHANGE IN THE SPECIFIC BINDER GRADE. THE ASPHALT MIX DESIGN SHALL HAVE NO MORE THAN 3½ % AIR VOIDS.
34. POTHOLING: ALL POTHOLES MUST BE SAW CUT SQUARE AND HAVE A MINIMUM SIZE OF 1 SQUARE FOOT. WHEN REPAIRING A POTHOLE, SAND OR PEA GRAVEL MEETING SOUTH JORDAN CITY STANDARDS SHALL BE PLACED OVER THE EXPOSED UTILITY TO A DEPTH OF 6 INCHES. FOLLOWING THE PEA GRAVEL WILL BE FLOWABLE FILL UP TO 1 INCH BELOW THE BOTTOM EDGE OF THE EXISTING ASPHALT. THE REMAINING PORTION OF THE HOLE SHALL BE FILLED WITH ASPHALT, WHICH WILL HAVE AN OVERALL THICKNESS OF THE EXISTING ASPHALT PLUS 1 INCH.
35. ALL FILL WITHIN THE PUBLIC RIGHT OF WAY SHALL BE A-1-A TO A-3, WITH THE EXCEPTION OF TOP SOIL IN THE PARK STRIP FOR LANDSCAPING AND TRENCH BACKFILL. TRENCH BACKFILL MATERIAL UNDER PAVEMENTS OR SURFACE IMPROVEMENTS SHALL BE CLEAN, NON- CLUMPING, GRANULAR AND FLOWABLE, 2" MINUS, A-1-A TO A-2-7 SOILS ACCORDING TO AASHTO 145 SOIL CLASSIFICATION SYSTEM. LIME TREATED FLOWABLE FILLS, IF APPROVED, SHALL HAVE A 28-DAY STRENGTH OF 65 PSI.
36. ALL TRAFFIC ROAD CLOSURES INVOLVING 1 OR MORE LANES OF TRAFFIC MUST RECEIVE PRIOR APPROVAL FROM THE CITY ENGINEER OR HIS/HER REPRESENTATIVE. VMS PCMS BOARDS MUST BE PLACED A MINIMUM OF 7 DAYS IN ADVANCE OF ANY LANE CLOSURE ON COLLECTOR, MINOR COLLECTOR OR ARTERIAL STREET. VMS PCMS BOARDS MUST ALSO BE PLACED IN ADVANCE OF ANY LANE CLOSURES ON A SUBDIVISION STREET PER THE CITY ENGINEER'S DIRECTION.

37. ALLEYS AND LANES ARE TO HAVE 6 FEET MAXIMUM SPACING FOR CONTROL JOINTS IN STRAIGHT SECTIONS AND ARE TO HAVE AN EXPANSION JOINT EVERY 60 FEET AND AT ALL PC'S AND PT'S.
38. CONSTRUCTION OF ANY PUBLIC STREET REQUIRES A SIGN OFF CHECKLIST PRIOR TO THE ROAD BEING OPENED TO TRAFFIC FOR USE BY THE GENERAL PUBLIC. THE CHECKLIST MUST BE REQUESTED BY THE DEVELOPER. THE CITY'S ASSIGNED PROJECT ENGINEER WILL PREPARE THE CHECKLIST AND PROVIDE IT TO THE DEVELOPER/CONTRACTOR.

1.4 CITY OF SOUTH JORDAN GRADING NOTES

39. IN THE EVENT THAT ANY UNFORESEEN CONDITIONS NOT COVERED BY THESE NOTES ARE ENCOUNTERED DURING GRADING OPERATIONS, THE OWNER AND CITY ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTION.
40. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND THE RELATED OFF-SITE WORK, SO AS TO GENERATE THE DESIRED SUBGRADE, FINISH GRADES AND SLOPES SHOWN.
41. CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ALL EXCAVATION. ADEQUATE SHORING SHALL BE DESIGNED AND PROVIDED BY THE CONTRACTOR TO PREVENT UNDERMINING OF ANY ADJACENT FEATURES OR FACILITIES AND/OR CAVING OF THE EXCAVATION.
42. THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL REQUIRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
43. CONTRACTOR SHALL GRADE TO THE LINES AND ELEVATIONS SHOWN ON THE PLANS WITHIN THE FOLLOWING HORIZONTAL AND VERTICAL TOLERANCES AND DEGREES OF COMPACTION, IN THE AREAS INDICATED:
- | | HORIZONTAL | VERTICAL | COMPACTION |
|-----------------|------------|----------|------------|
| PAVEMENT AREA | 0.1'+ | +0.0' | TO -0.1' |
| SUBGRADE | 0.1'+ | +0.0' | TO -0.1' |
| ENGINEERED FILL | 0.5'+ | +0.1' | TO -0.1' |
- SEE SOILS COMPACTION TESTING WILL BE PERFORMED BY THE DEVELOPER OR HIS REPRESENTATIVE.
44. ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
45. THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PURPOSES INCLUDING CONSOLIDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR CONSTRUCTION WATER FROM THE PUBLIC WORKS DEPARTMENT.
46. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS AND ALL OTHER PUBLIC RIGHT-OF- WAY IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY OWNED PROPERTY DURING CONSTRUCTION AND UPON COMPLETION OF THE PROJECT. ALL ADJACENT PROPERTY, PRIVATE OR PUBLIC SHALL BE MAINTAINED IN A CLEAN, SAFE AND USABLE CONDITION.
47. IN THE EVENT THAT ANY TEMPORARY CONSTRUCTION ITEM IS REQUIRED THAT IS NOT SHOWN ON THESE DRAWINGS, THE DEVELOPER AGREES TO PROVIDE AND INSTALL SUCH ITEM AT HIS OWN EXPENSE AND AT THE DIRECTION OF THE CITY ENGINEER. TEMPORARY CONSTRUCTION INCLUDES DITCHES, BERMS, ROAD SIGNS AND BARRICADES, ETC.

Item H.2.



| | | | | DESCRIPTION | |
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| B. KNAGGS | B. KNAGGS |

| GENERAL NOTES | |
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| PROJECT NUMBER | 009-22-02 |
| DATE: | JUNE 2023 |

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| DRAWING NO. | |
| G-04 | |
| SHEET | 47 |

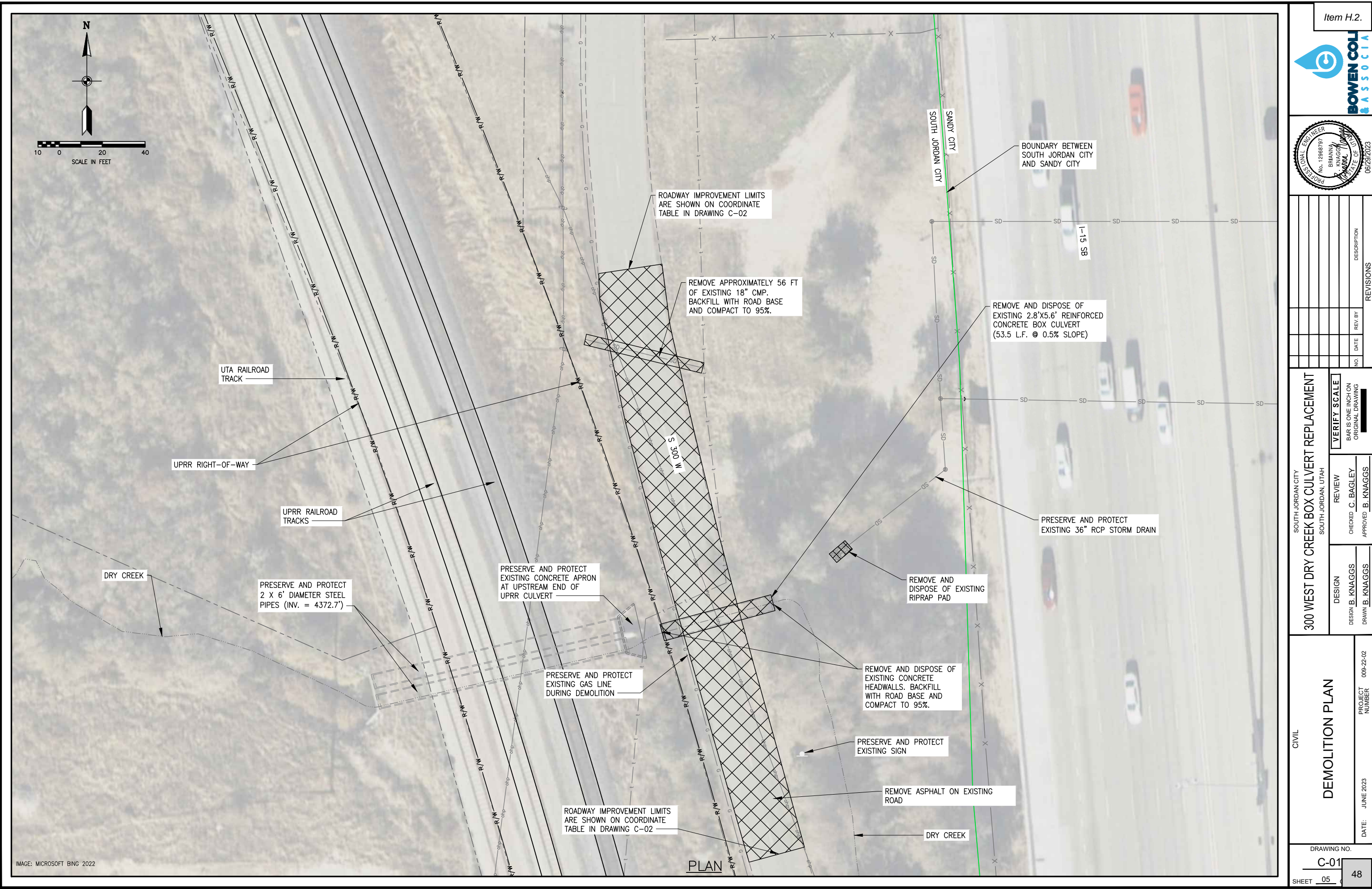
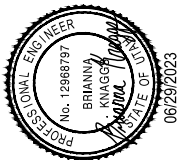


IMAGE: MICROSOFT BING 2022

Item H.2.



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300 WEST DRY CREEK BOX CULVERT REPLACEMENT

SOUTH JORDAN CITY
SOUTH JORDAN, UTAH

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING

DESIGN
DESIGN B. KNAGGS
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REVIEW
CHECKED C. BAGLEY
APPROVED B. KNAGGS

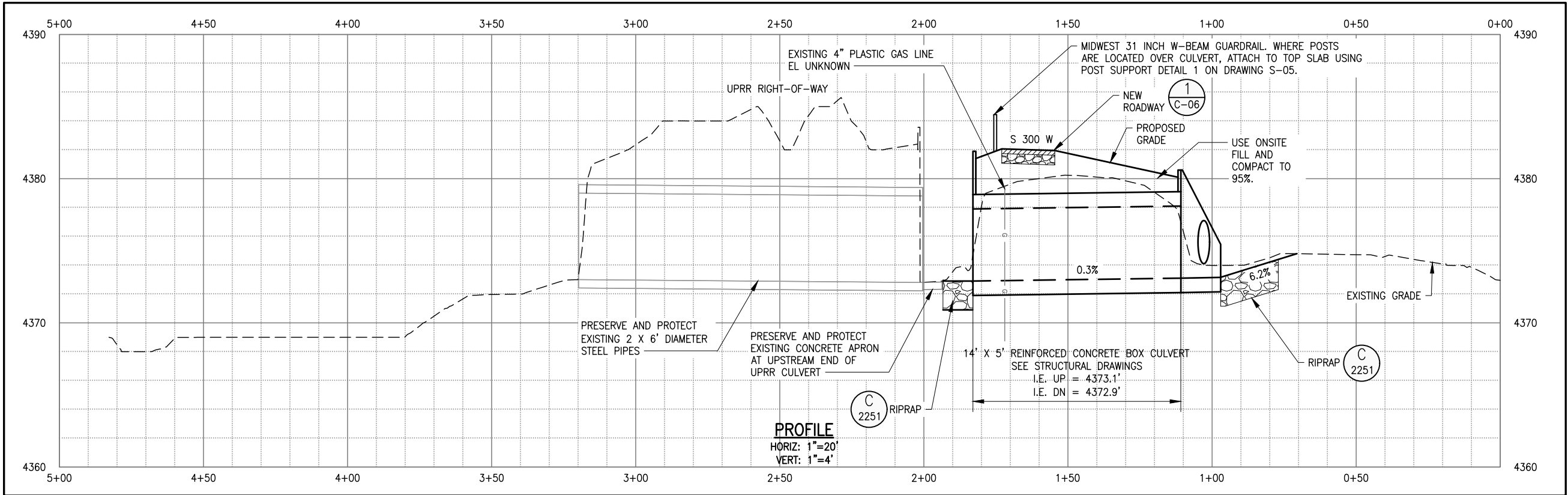
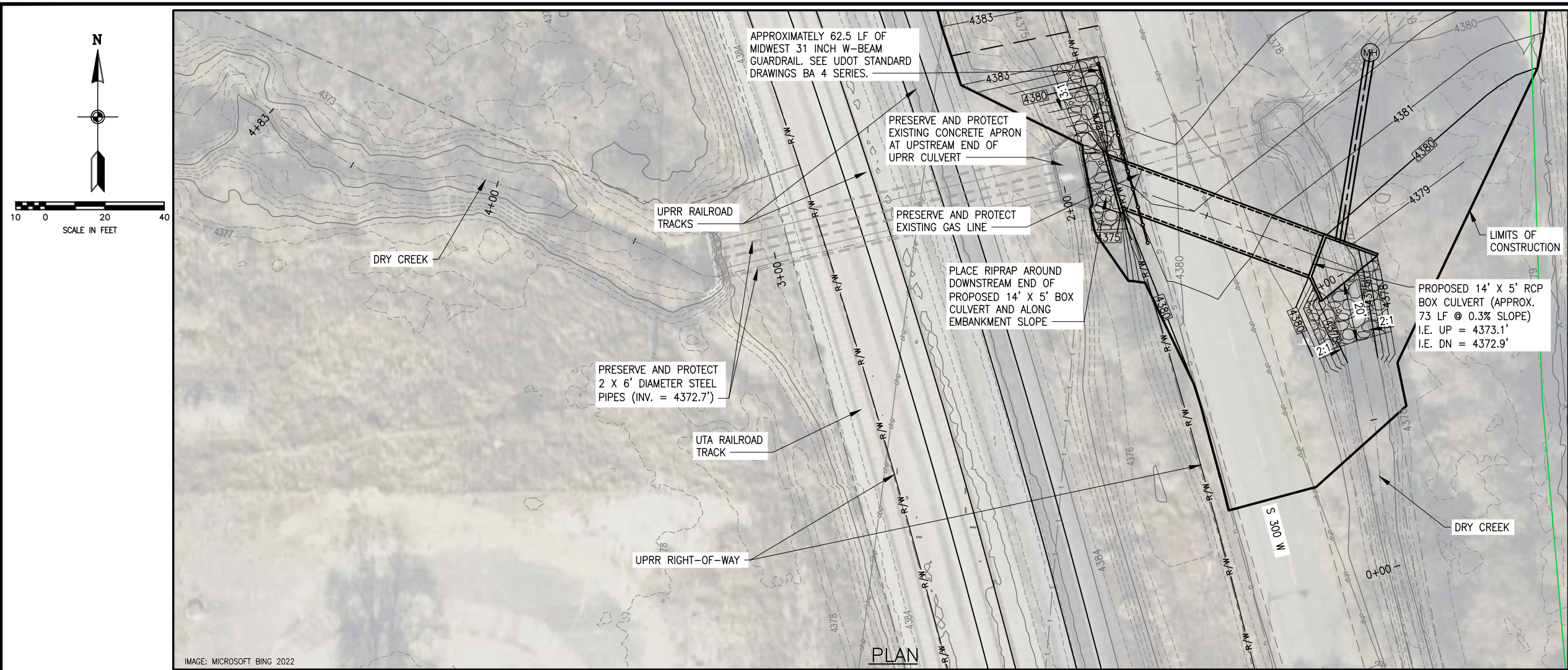
CIVIL

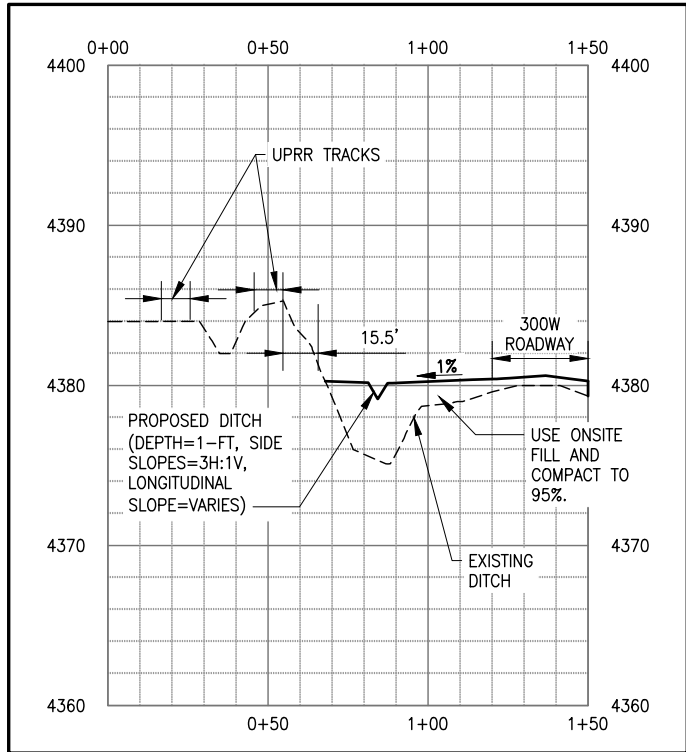
DEMOLITION PLAN

DATE: JUNE 2023
PROJECT NUMBER: 009-22-02

DRAWING NO.
C-01

SHEET **05** **48**

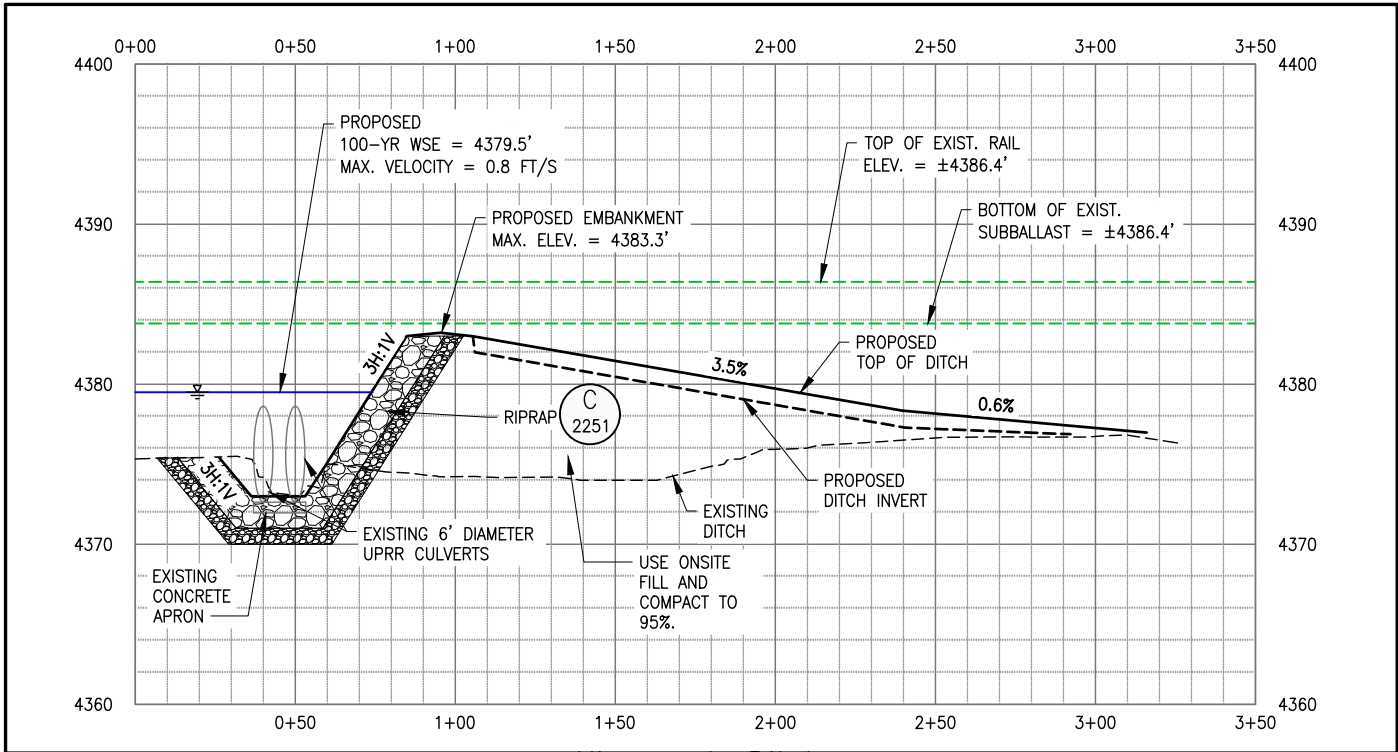




CROSS SECTION AT UPRR TRACKS

SCALE: HORZ. 1"=30'
VERT. 1"=5'

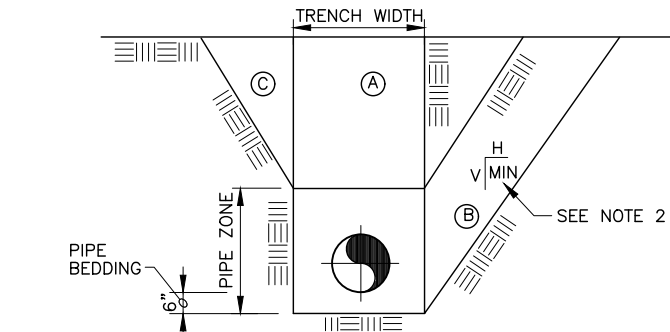
A
C-02



DITCH AND EMBANKMENT PROFILE

SCALE: HORZ. 1"=30'
VERT. 1"=5'

B
C-02



ALTERNATE TRENCH SECTIONS (A) (B) & (C)

(A) VERTICAL TRENCH WALL
MAX UNSUPPORTED HEIGHT=3.5 FT.
FOR DEPTH OVER 3.5 FT SHORING OR SHEATHING REQUIRED.

NOT TO BE USED WITHOUT APPROVAL OF ENGINEER.
REQUIRES IMPROVED PIPE ZONE BACKFILL OR INCREASE IN PIPE CLASS

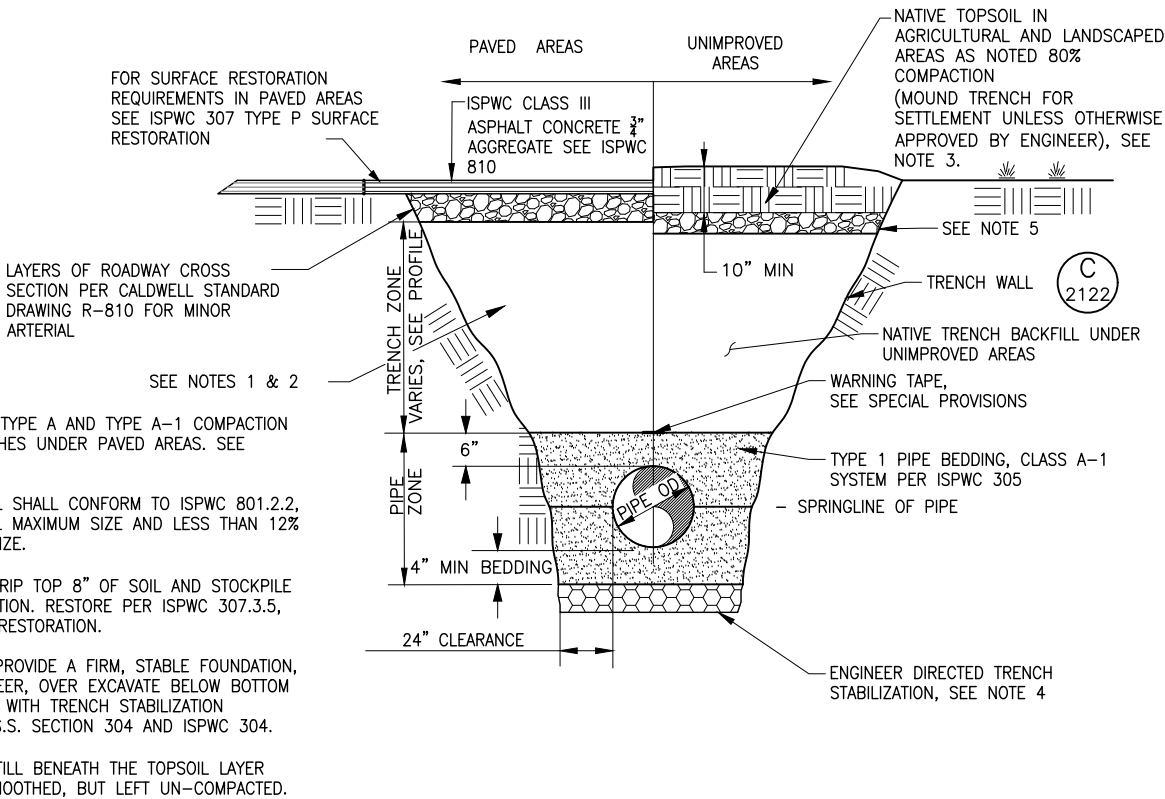
COMBINATION VERTICAL/SLOPING TRENCH
TRENCH IN PIPE ZONE SHALL HAVE VERTICAL WALLS WHERE
STABLE SOIL EXISTS.

1. TRENCH EXCAVATIONS TO BE IN ACCORDANCE WITH OSHA SAFETY AND HEALTH STANDARDS FOR CONSTRUCTION. (29 CFR 1926).
2. CONTRACTOR TO PROVIDE SHORING OR TRENCH BOX IN ROADWAY AREAS TO MINIMIZE TRENCH WIDTH.
3. CONTRACTOR TO PROVIDE ALL DEWATERING MEASURES AS REQUIRED. GROUNDWATER ELEVATION SHALL BE MAINTAINED 2-FOOT BELOW BOTTOM OF TRENCH UNTIL BACKFILL IS COMPLETE.

TYPICAL TRENCH
EXCAVATION SECTION

NTS

C
2122



NOTES:

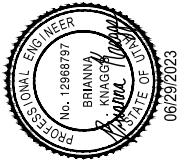
1. IMPORT TRENCH BACKFILL TYPE A AND TYPE A-1 COMPACTION REQUIRED FOR ALL TRENCHES UNDER PAVED AREAS. SEE ISPC 306.3.3.
2. TYPE A BACKFILL MATERIAL SHALL CONFORM TO ISPC 801.2.2, TABLE 1, 3-INCH NOMINAL MAXIMUM SIZE AND LESS THAN 12% PASSING NO. 200 SIEVE SIZE.
3. IN UNIMPROVED AREAS, STRIP TOP 8" OF SOIL AND STOCKPILE PRIOR TO TRENCH EXCAVATION. RESTORE PER ISPC 307.3.5, MISCELLANEOUS SURFACE RESTORATION.
4. IF NATIVE SOILS DO NOT PROVIDE A FIRM, STABLE FOUNDATION, AS DETERMINED BY ENGINEER, OVER EXCAVATE BELOW BOTTOM OF TRENCH AND BACKFILL WITH TRENCH STABILIZATION MATERIAL PER CALDWELL S.S. SECTION 304 AND ISPC 304.
5. TOP 6" OF TRENCH BACKFILL BENEATH THE TOPSOIL LAYER SHOULD BE INSTALLED, SMOOTHED, BUT LEFT UN-COMPACTED.

TYPICAL TRENCH BACKFILL SECTION

NTS

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2124

Item H.2.



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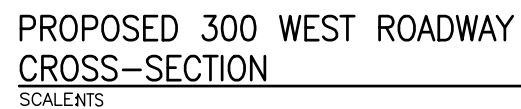
VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING

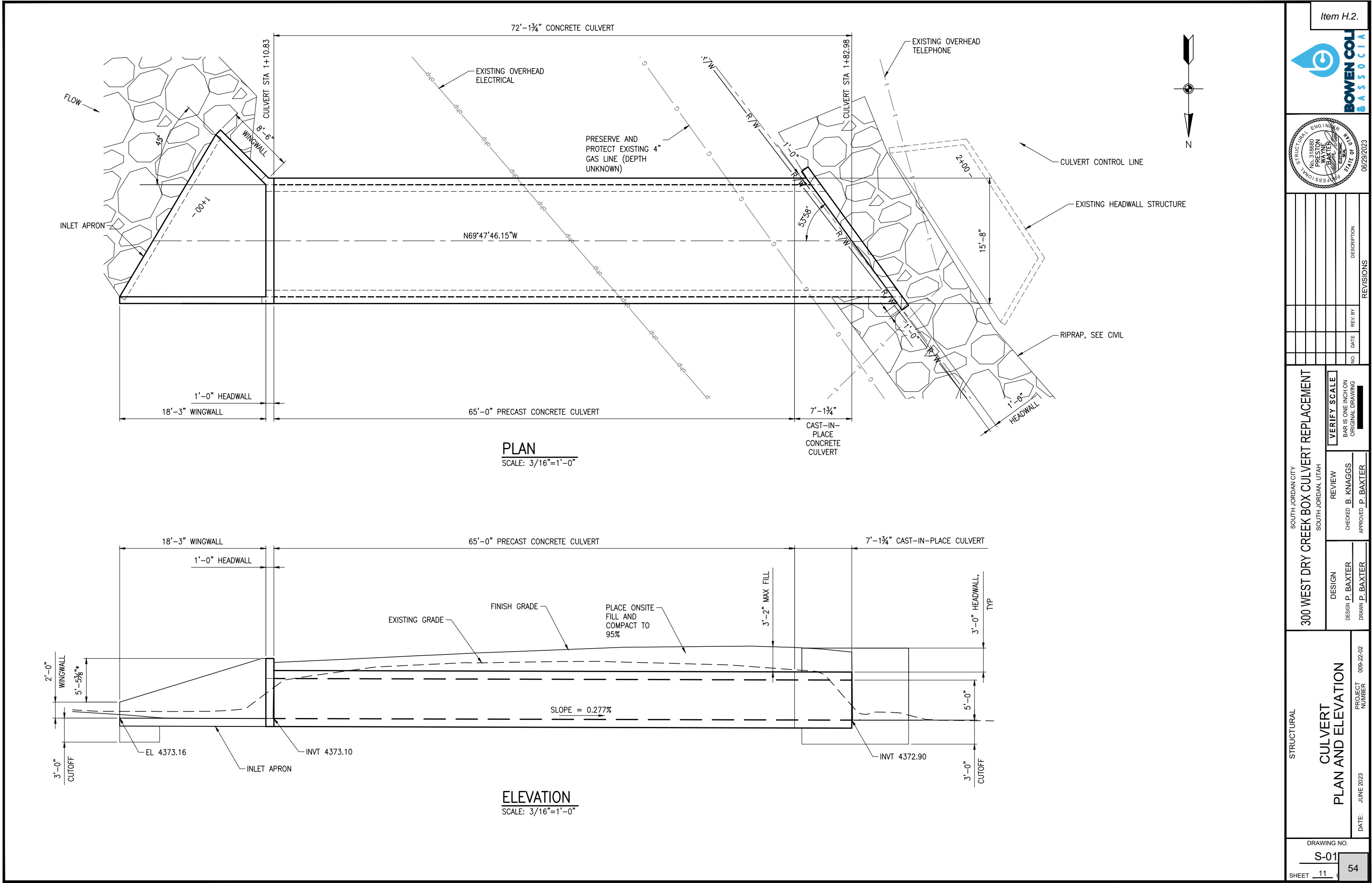
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| CIVIL | PROJECT NUMBER | DATE |
| CIVIL DETAILS - 1 | 009-22-02 | JUNE 2023 |

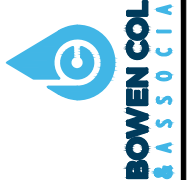
DRAWING NO.
C-05

SHEET 09 52

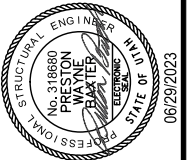




Item H.2.



Item H.2.



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300 WEST DRY CREEK BOX CULVERT REPLACEMENT

SOUTH JORDAN CITY

SOUTH JORDAN, UTAH

DESIGN

DESIGN P. BAXTER

DRAWN P. BAXTER

REVIEW

CHECKED B. KNAGGS

APPROVED P. BAXTER

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING

STRUCTURAL

CULVERT

PLAN AND ELEVATION

DATE: JUNE 2023

PROJECT NUMBER 009-22-02

DRAWING NO. S-01

SHEET 11

54



SCALE: $3/4"=1'-0"$



SCALE: $\frac{3}{4}''=1'-0''$

DRAWING NO. S-02
SHEET 12 55

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REPLACEMENT

VERIFY SCALE

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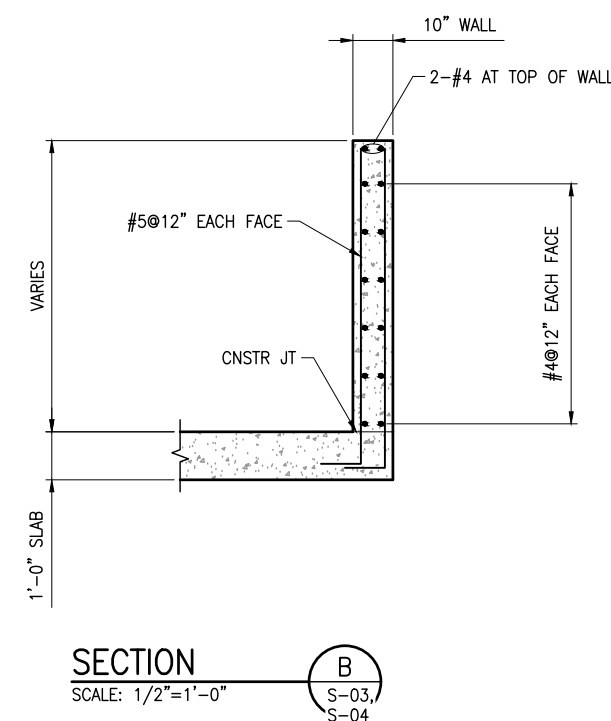
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SOUTH JORDAN, UTAH

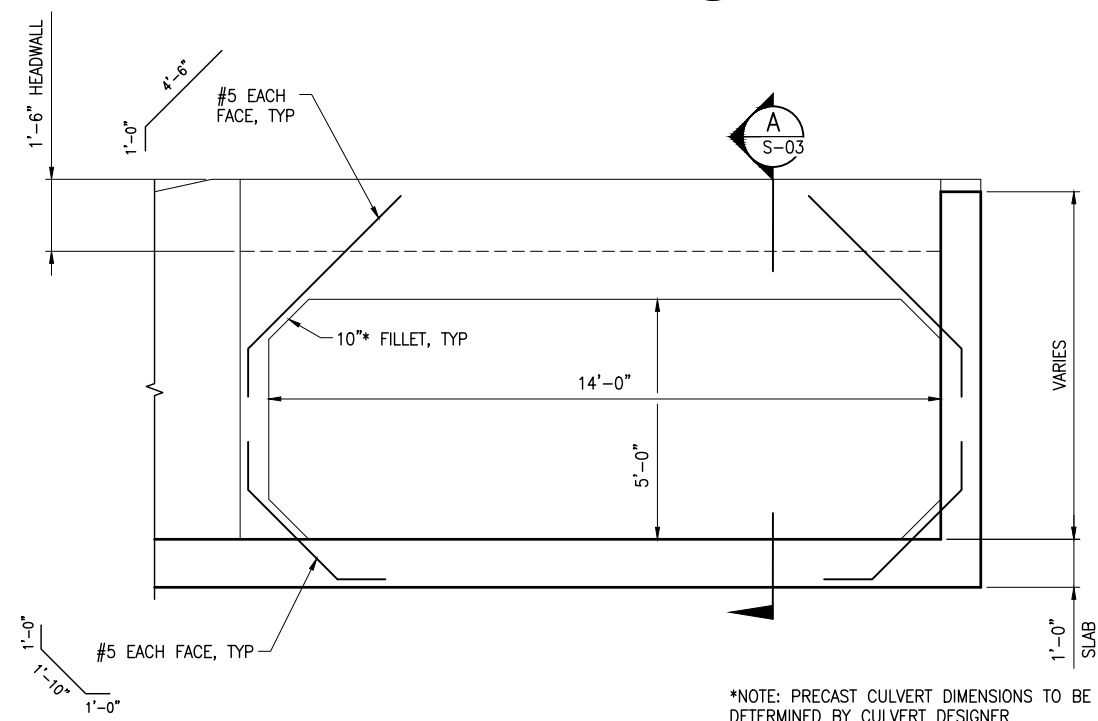
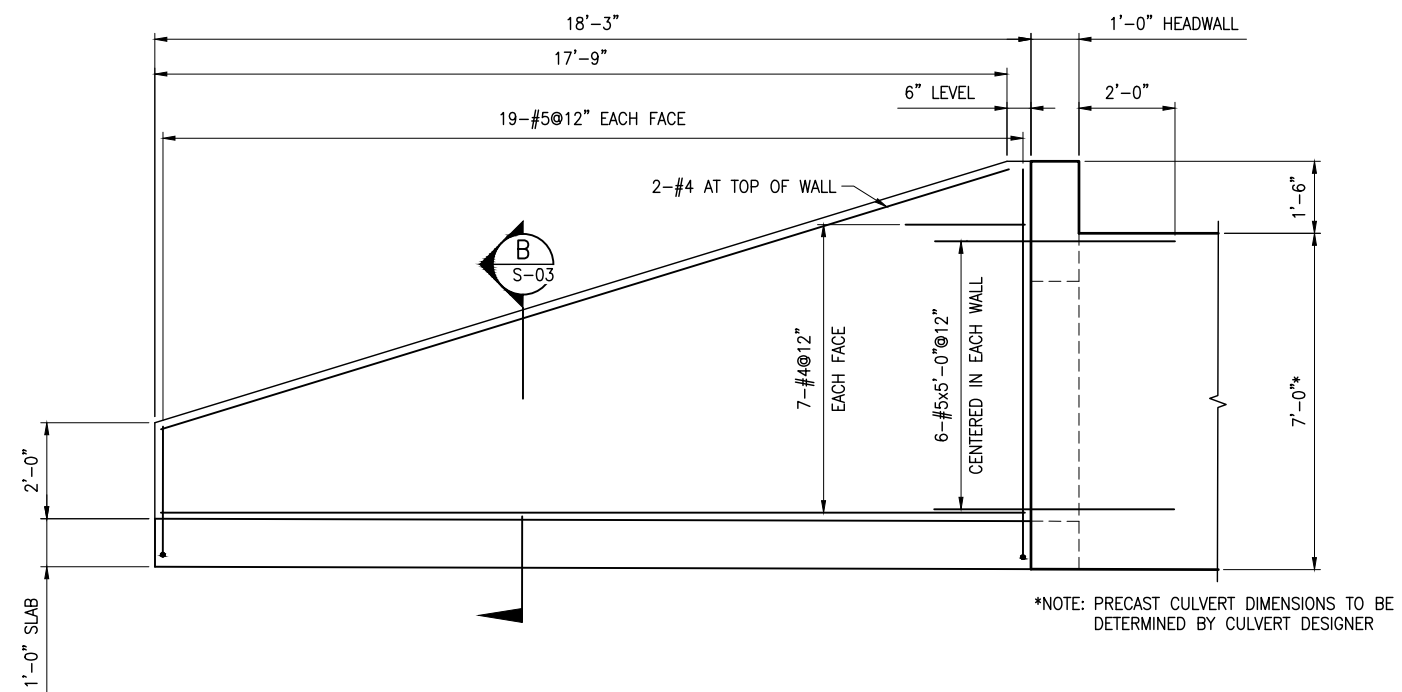
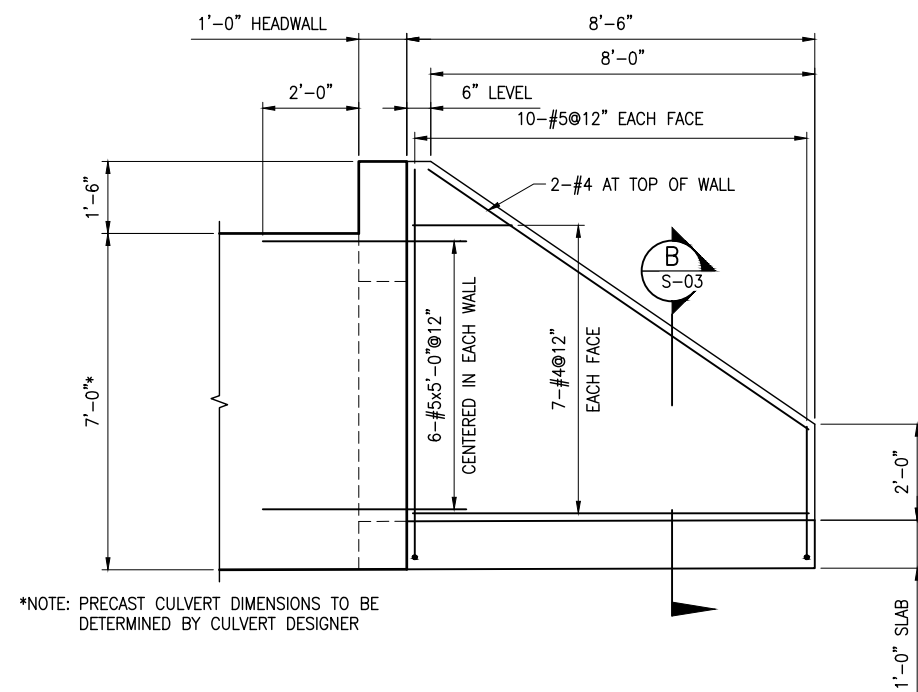
REVIEW
CHECKED **B. KNAGGS**

DESIGN
DESIGN P. BAXTER

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| STRUCTURAL | CULVERT INLET PLAN AND DETAILS | PROJECT 000 00 00 00 |
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S-03
SHEET 13



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SOUTH JORDAN CITY
3300 WEST DRY CREEK BOX CULVERT REPLACEMENT

SOUTH JORDAN CITY

SOUTH JORDAN, UTAH

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| DESIGN <u>P. BAXTER</u> | REVIEW CHECKED <u>B. KNAGGS</u> | VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING |
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STRUCTURAL

CULVERT INLET
WALL ELEVATIONS

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| DATE: | JUNE 2009 | | PROJECT | 000 00 00 |
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S-04

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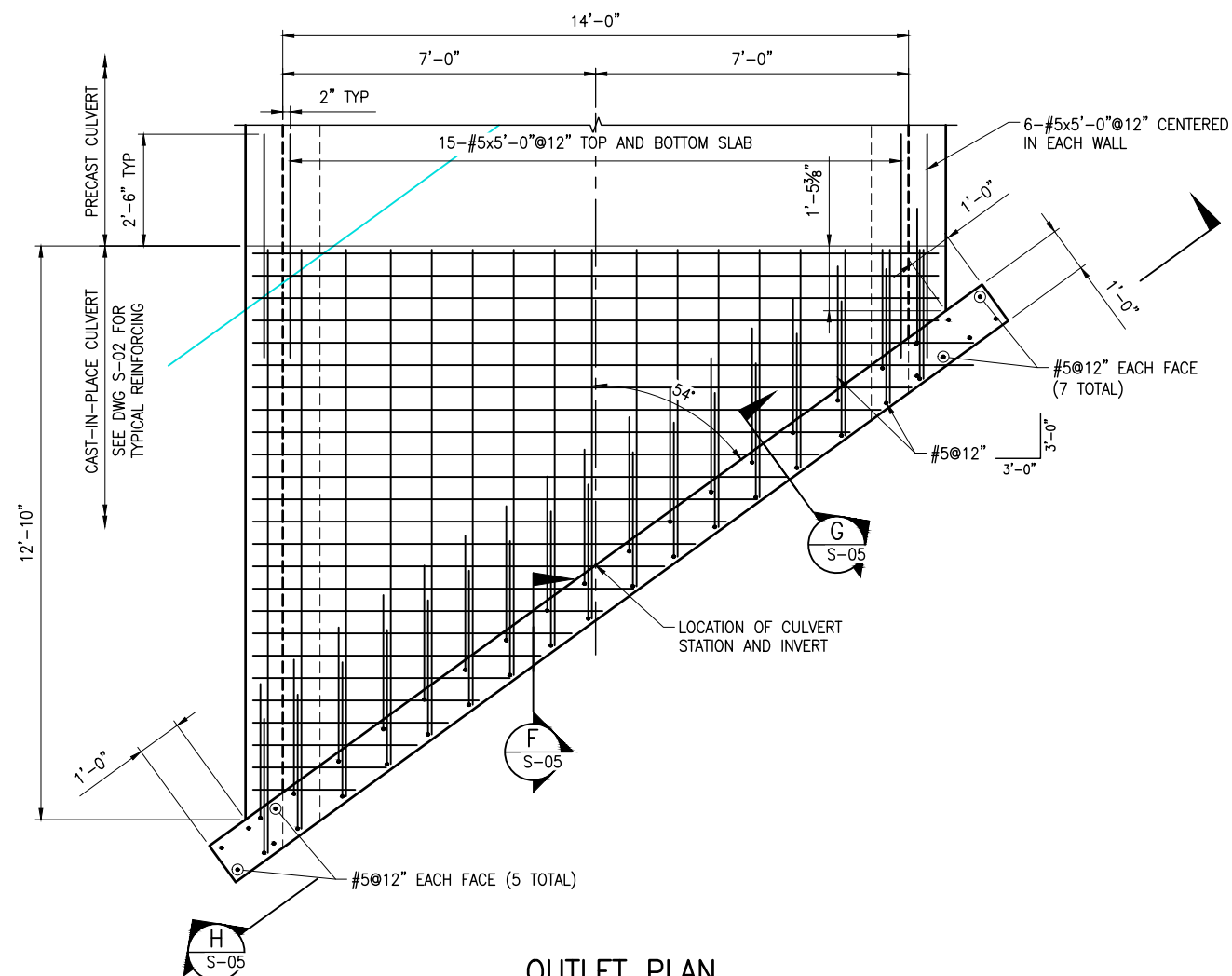
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| DRAWN P. BAXTER | | | |

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| DRAWN P. BAXTER | | | |

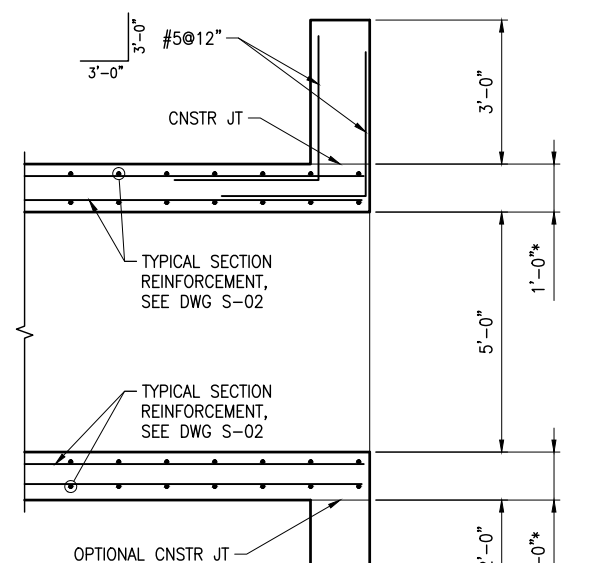
| STRUCTURAL | OUTLET PLAN AND DETAILS | PROJECT NUMBER | DATE |
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| | | 009-22-02 | JUNE 2023 |

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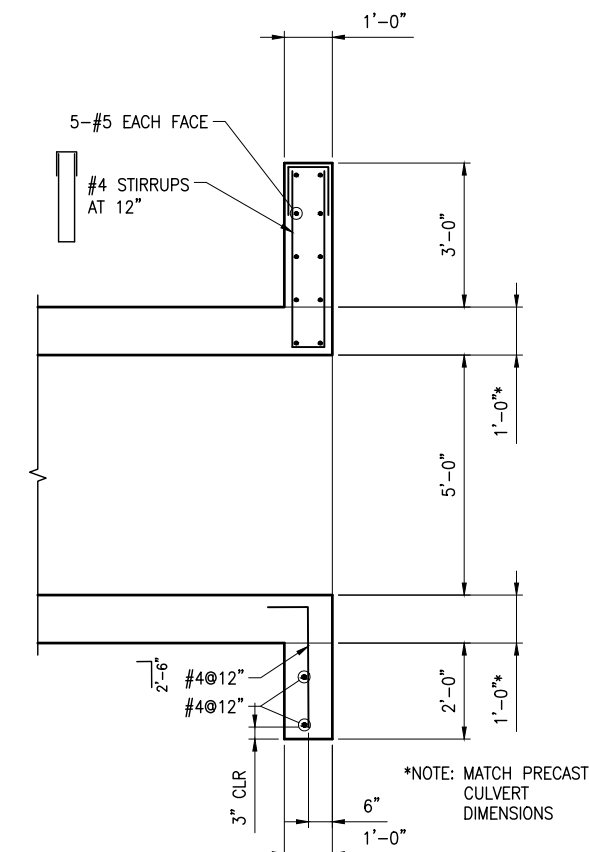
OUTLET PLAN

SCALE: 1/2"=1'-0"



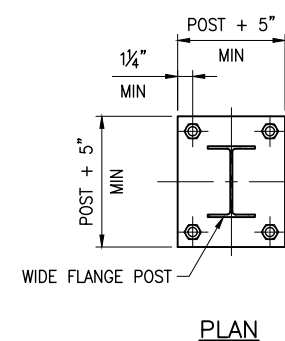
SECTION F

SCALE: 1/2"=1'-0"

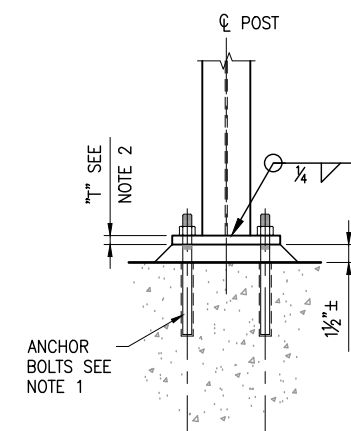


SECTION G

SCALE: 1/2"=1'-0"



PLAN



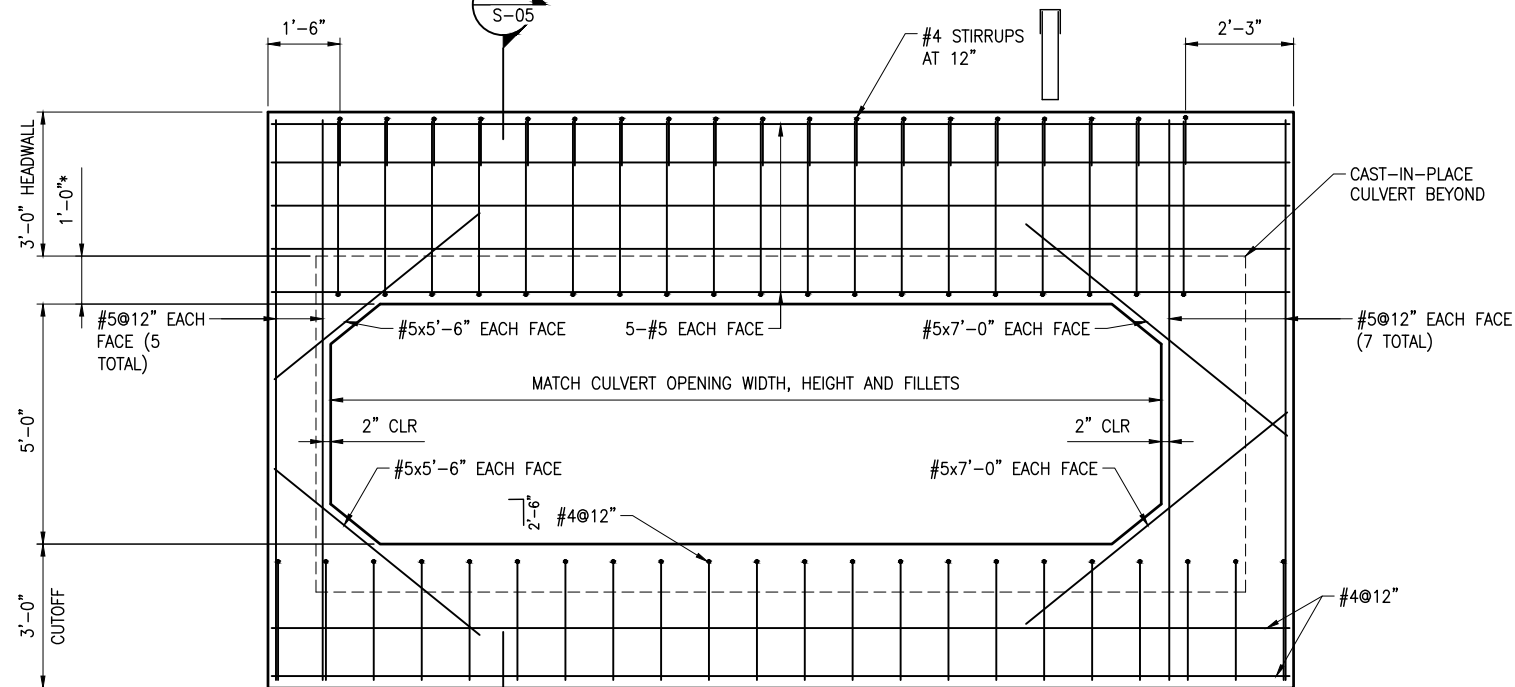
ELEVATION

DETAIL NOTES

- ANCHOR BOLTS SHALL BE 3/4" SST EPOXY ADHESIVE, HILTI HIT-HY 200-R OR APPROVED EQUAL, WITH 6" MIN EMBEDMENT.
- BASE PLATE TO BE 3/4" THICK UNLESS OTHERWISE NOTED.
- GROUT SHALL BE NONSHIRINK AND FLOWABLE AS PER SPECIFICATIONS.

POST SUPPORT DETAIL 1

SCALE: 1/2"=1'-0"



HEADWALL ELEVATION H

SCALE: 1/2"=1'-0"

RESOLUTION R2023 - 36**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, DESIGNATING THE INTERIM EMERGENCY SUCCESSORS FOR 2023-24 AND IDENTIFICATION OF ALERTING AUTHORITY AND INDIVIDUALS AUTHORIZED TO SEND ALERTS.**

WHEREAS, the Utah State Legislature has adopted the *Emergency Interim Succession Act*, (the “Act”) found in §53-2a-807, *Utah Code Annotated* (1953, as amended); and

WHEREAS, the Act applies to political subdivisions of the State of Utah; and

WHEREAS, the City of South Jordan (the “City”) is a Utah municipal corporation and a political subdivision of the State of Utah; and

WHEREAS, the Act requires that each officer of a political subdivision designate three (3) emergency interim successors, specify their order of succession and provide a list of those designated successors; and

WHEREAS, the Act requires the political subdivision to identify its alerting authority and any individuals authorized to send emergency alerts; and

WHEREAS, the Act requires the political subdivision to have an emergency alert plan in place and provide a copy of the plan to the State of Utah.

WHEREAS, the City Council desires to designate the emergency interim successors for the required positions as required by the Act, and finds such designation to be in the best interest, and to promote the health, safety and general welfare, of the City and its residents, guests, and businesses; and

WHEREAS, the South Jordan Municipal Code 2.16.040 requires that (3) emergency interim successors and their order of succession shall be designated by resolution of the City Council by July 1 each year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. List of Designated Emergency Interim Successors. See Attachment 1.

SECTION 2. Identification of Alerting Authority and Individuals Authorized to Send Alerts. See Attachment 2.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon passage.

<Signature page follows>

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____
DAY OF _____, 2023 BY THE FOLLOWING VOTE:

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Ryan W. Loose (Jul 11, 2023 23:17 MDT)
Office of the City Attorney

Emergency Interim Succession List 2023-2024**City Manager – Dustin Lewis**

1. Jason Rasmussen
2. Don Tingey
3. Brian Preece

Assistant City Manager – Jason Rasmussen

1. Don Tingey
2. Brian Preece
3. Steven Schaefermeyer

Administrative Services Director - Melinda Seager

1. Aaron Sainsbury
2. Tari DeGraaff
3. Gene Foval

City Engineer - Brad Klavano

1. Jeremy Nielson
2. Ty Montalvo
3. Ken Short

Fire Chief – Chris Dawson

1. Ryan Lessner
2. Clayton Miller
3. Mike Richards

Planning Director - Steven Schaefermeyer

1. Greg Schindler
2. Brad Klavano
3. Jeremy Neilson

Police Chief - Jeff Carr

1. Rob Hansen
2. Matt Pennington
3. Case Winder

Public Works Director - (VACANT)

1. Raymond H. Garrison
2. Joey Collins
3. Colby Hill

City Attorney – Ryan Loose

1. Charity Brien
2. Greg Simonsen
3. Ed Montgomery

Chief Financial Officer – Director Sunil Naidu

1. Nick Geer
2. Jeff Standiford
3. Krista Purser

Chief Technology Officer – Director Jon Day

1. Phill Brown
2. Trevor Morris
3. Matt Jarman

City Recorder – Anna Crookston

1. Cindy Valdez
2. Melanie Edwards
3. Emily Fitton

City Treasurer – Chip Dawson

1. Reid Sanderson
2. Stephanie Carter
3. Trang Tran

Communications Manager/PIO – Rachael Van Cleave

1. Josh Timothy
2. Eric Anderson
3. Matt Jorgensen

Court Administrator – Jen Butler

1. Nora Gonzalez
2. Melinda Seager
3. Alexis Burningham

Human Resources Director - Teresa Cook

1. Corinne Thacker
2. Theresa Trujillo
3. Michelle Loertscher

Emergency/Safety Manager – Aaron Sainsbury

1. Chris Dawson
2. Dustin Lewis
3. Jeff Carr

Recreation – Janell Payne

1. Colby Hill
2. Brad Vaske
3. Jamie Culbertson

Attachment 2

Emergency Alert Plan Protocols

Activation of the Integrated Public Alert and Warning System (IPAWS)

The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radio.

In situations that require a warning message or alert to be sent using the IPAWS system, the City of South Jordan will coordinate with Salt Lake County Emergency Management (SLCoEM). SLCoEM has identified the following five positions as authorized to activate and use the IPAWS.

- 1 Salt Lake County Emergency Manager/Division Chief
- 2 Deputy Emergency Manager
- 3 Operations Section Chief/
- 4 Plans Section Chief
- 5 Public Information Officer/Joint Information Center Manager
- 6 Logistics Section Chief
- 7 Finance Section Chief
- 8 SLCo Internal Emergency Management Planning Manager

SLCoEM is responsible for testing the system regularly and all positions above are authorized and certified to send alerts.

When the City needs to send an alert using IPAWS, the City completes an EAS Notification Request form (attached) and submits it to SLCoEM. The City works closely with SLCoEM to ensure message accuracy, geographic area, and alert timing.

Activation of the Emergency Notification System (ENS)

The Emergency Notification System (ENS) provides a means to send telephone, SMS text, and email notifications regarding emergency situations or critical public safety information to residents and businesses within Salt Lake County. The notifications are directed towards those that are impacted by, or in danger of being impacted by, an emergency or disaster.

In situations that require a warning message or alert to be sent using the ENS, the City of South Jordan will coordinate with the Valley Emergency Communications Center (VECC) to send messages. Any Incident Commander in the Police Department, Fire Department, or Emergency Management Division may initiate an ENS activation if deemed necessary or warranted by the circumstances of the emergency.



REPORT TO SOUTH JORDAN CITY COUNCIL REGARDING A PROPOSED PROPERTY TAX RATE INCREASE FOR 2023

July 18, 2023

Jordan Valley Water Conservancy District is proposing a property tax increase for its fiscal year 2023/2024 budget.

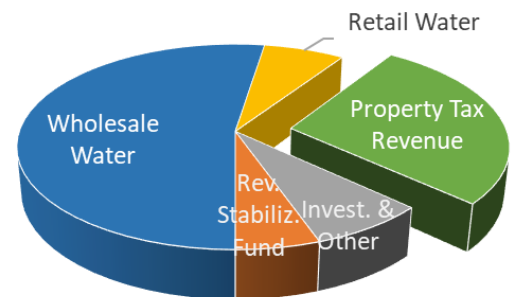
A public hearing is scheduled for August 9, 2023, at 6:00 p.m., where citizens will be able to attend and ask questions or make comments.

A growing service area and increasing water demands require additional water supplies and infrastructure, costing millions of dollars.

Summary information regarding Jordan Valley's proposed property tax increase:

FROM JORDAN VALLEY'S 2023/2024 TENTATIVE BUDGET:

| | |
|--|----------------|
| Total budgeted revenue | \$98.7 million |
| Property tax revenue as a percentage of total budgeted revenue | 29% |
| Amount of additional revenue from the proposed property tax increase | \$2.3 million |
| Percent increase in property tax revenue | 9.3% |
| Percent increase in property tax revenue to the total annual cost of water (average residence) | 1.8% |



PROPERTY TAX INCREASE AMOUNT FOR A HOME OR BUSINESS:

| | \$400,000 | | \$550,000 | | \$700,000 | |
|------------------------------|-----------|----------|-----------|----------|-----------|----------|
| | Home | Business | Home | Business | Home | Business |
| Current annual property tax | \$68.64 | \$124.80 | \$94.38 | \$171.60 | \$120.12 | \$218.40 |
| New annual property tax | \$75.02 | \$136.40 | \$103.15 | \$187.55 | \$131.29 | \$238.70 |
| Annual property tax increase | \$6.38 | \$11.60 | \$8.77 | \$15.95 | \$11.17 | \$20.30 |

PURPOSE FOR ADDITIONAL PROPERTY TAX REVENUE:

Major capital projects and debt needs over the next five years, which property tax helps support.

| | |
|---|----------------|
| Treatment plant upgrades and expansion | \$69.6 million |
| Two new storage reservoirs | \$40.0 million |
| New Southwest Aqueduct segment | \$35.0 million |
| New wells and groundwater development | \$10.3 million |
| Debt service from \$190 million of new bonds to be issued | \$30.0 million |

SOUTH JORDAN CITY CITY COUNCIL REPORT

Item 1.3.

Meeting Date: 07-18-2023

Issue: VACATING THE EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1

Address: Generally west of Grandville Avenue between Lake Avenue and 11000 South

File No: PLPLA202300043

Applicant: Larry H. Miller Real Estate

Submitted by: Greg Schindler, City Planner

Presented by: Steven Schaefermeyer, Director of Planning

Staff Recommendation (Motion Ready):

- I move to **Approve** Ordinance 2023-06 vacating the East Town Center Roadway Dedication Plat in Lieu of Condemnation Amending Lot T3 of the Kennecott Master Subdivision #1.

| | |
|-------------------------------|---|
| CURRENT LU DESIGNATION | Mixed Use Transit Oriented Development (MU TOD) |
| CURRENT ZONING | Planned Community (PC) |
| CURRENT USE | Vacant |
| ADJACENT LAND USES | Currently Vacant |

BACKGROUND:

The applicant, Larry H. Miller Real Estate, petitioned the City to vacate the East Town Center Roadway Dedication Plat In Lieu of Condemnation Amending lot T3 of the Kennecott Master Subdivision #1. The plat was recorded on August 28, 2019 showing the future extension, and public dedication of Mellow Way, Split Rock Drive and Rain Lily Drive west toward the Mountain View Corridor. Current planning of the Daybreak town center indicates a different layout for these streets is needed to accommodate the planned uses in the town center. The Planning Commission approved the preliminary plat (Daybreak Urban Center Plat 1) for the first phase of the development on July 11, 2023. When recorded, the Urban Center plat will dedicate several new rights-of-way that will better accommodate the development of the area. Prior to recording that subdivision plat, the East Town Center Roadway Dedication Plat In Lieu of Condemnation Amending lot T3 of the Kennecott Master Subdivision #1 plat needs to be vacated by the City so there are not conflicting rights-of-way once the Daybreak Urban Center Plat 1 is recorded.

STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:

Findings:

- Utah Code § 10-9a-609 (3) provides standards of approval for a legislative body to vacate a subdivision plat:
The legislative body may vacate a subdivision or a portion of a subdivision by recording in the county recorder's office an ordinance describing the subdivision or the portion being vacated.
- Staff finds that there is good cause for vacating the subdivision for the following reasons:
 - Future development of the Daybreak Town Center will necessitate a public street layout different from what is shown on the originally recorded East Town Center Roadway Dedication Plat In Lieu of Condemnation Amending lot T3 of the Kennecott Master Subdivision #1.

- No public interest or any person will be materially injured by the vacation of this segment of the right-of-way since it is currently undeveloped and its future development will meet City of South Jordan standards.

Conclusion:

- The proposed vacation of this segment of the right-of-way meets the requirements of Utah Code.

Recommendation:

- Based on the Findings and Conclusions listed above, Staff recommends that the City Council take comments at the public hearing and **approve** the petition to vacate, unless, during the hearing, facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

FISCAL IMPACT:

- There are no significant fiscal impacts.

ALTERNATIVES:

- Approve an amended Application.
- Deny the Application.
- Schedule the Application for a decision at some future date.

SUPPORT MATERIALS:

- Aerial Location Map
- Preliminary Urban Center Plat 1 Exhibits
- Ordinance 2022-08

Approved by:

Steven Schaefermeyer
Steven Schaefermeyer (Jul 12, 2023 13:42 MDT)

Steven Schaefermeyer.
Director of Planning

July 12, 2023

Date

WHEN RECORDED RETURN TO:

CITY OF SOUTH JORDAN
ATTN: PLANNING DEPARTMENT
1600 W TOWNE CENTER DRIVE
SOUTH JORDAN, UT 84095

ORDINANCE 2023-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, VACATING ALL OF THE EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED.

WHEREAS, Utah Code §§ 10-9a-609 and 10-9a-609.5 require that any vacation of some or all of a recorded plat and public streets, within the City of South Jordan (the “City”) may be approved by the City Council of the City of South Jordan (the “City Council”); and

WHEREAS, Larry H. Miller Real Estate (the “Applicant”), petitioned the City to vacate all of the East Town Center Roadway Dedication Plat In Lieu of Condemnation Amending Lot T3 of the Kennecott Master Subdivision #1 Amended (the “Plat”); and

WHEREAS, the City Council held a public hearing to consider Applicant’s petition to vacate the plat; and

WHEREAS, pursuant to Utah Code § 10-9a-609(3), the City Council finds that there is good cause to vacate the said Plat and that neither the public interest nor any person will be materially injured by vacating the Plat.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Grant of Petition to Vacate. The City Council hereby grants the Applicant’s petition to vacate the East Town Center Roadway Dedication Plat In Lieu of Condemnation Amending lot T3 of the Kennecott Master Subdivision #1 Amended by adopting this Ordinance, more particularly shown on the attached **Exhibit A**.

SECTION 2. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all sections, parts, provisions and words of this Ordinance shall be severable.

SECTION 3. Effective Date. This Ordinance shall become effective upon recordation of the Urban Town Center Plat 1.

[SIGNATURE PAGE FOLLOWS]

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn R. Ramsey

Attest: _____

Approved as to form:



Gregory Simonsen (Jul 12, 2023 13:46 MDT)

Office of the City Attorney

Exhibit A

[illegible]

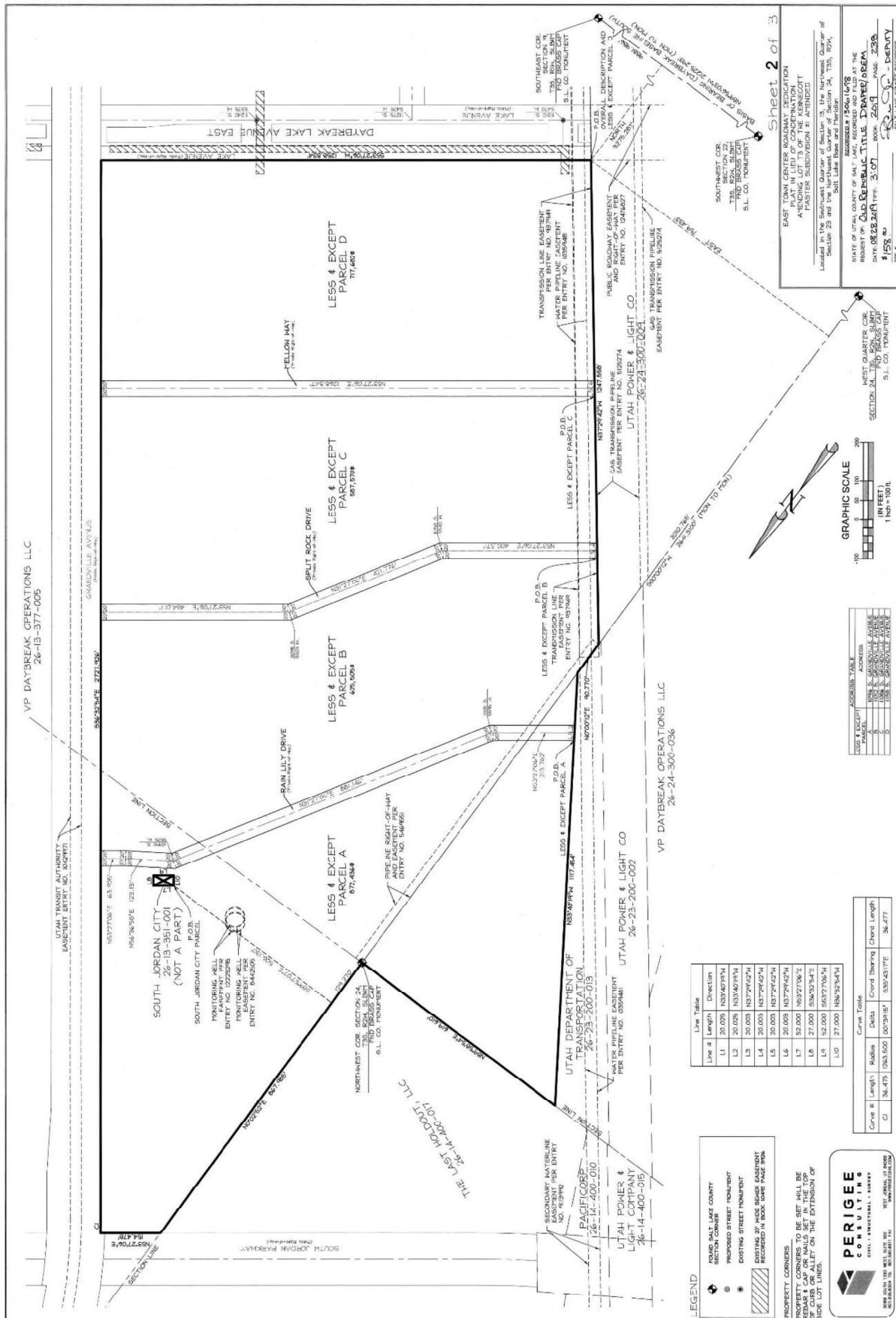


Exhibit A to Ordinance 2023-06



**East Town
Center Roadway
Dedication Plat
to be Vacated**

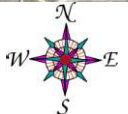
South Jordan Pkwy.

Grandville Ave.

Lake Ave.

Mountain View Hwy Southbound
Mountain View Hwy Northbound

Location Map



NOTES:

EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION

Certain arterial/land main collector roadways within Daybreak, are generally set forth within the Master Development Agreement for Kennecott Master Subdivision #1 Project, dated March 18, 2005, as amended, in order to manage future transportation flows within the City of South Jordan. The land contained in this EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION is held by Owner, VP Daybreak Investments LLC, for residential purposes and not for development. The City desires to fix the locations of certain future roadways across property owned by Owner without altering the current investment status of the property. Therefore, the City desires to dedicate the future road rights of way in this plat in a manner consistent with the master Development Agreement, in lieu of condemnation, in order to save the parties the time and expense associated with formal condemnation proceedings and assist the City in its long-term planning.

In conjunction with the recordation of this EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION, there shall also be recorded, with respect to the "tract" described herein, a document entitled "Agreement to Covenant for Community for Daybreak Submitting Additional Property", and with respect to other property within this Plat, a document entitled "Agreement to Supplement to Community Charter for Daybreak Submitting Additional Property" (each, a "Document"). The Supplement subject to the "tract" described herein to a document entitled "Covenant for Community for Daybreak" (the "Covenant"), and the other property within this Plat to a second document entitled "Community Charter for Daybreak" (the "Charter"). In addition, any non-residential property may also have recorded against it a "Declaration of Intended and Restricted Use of Community, Conditions and Restrictions for Daybreak Village Submitting Additional Property", which subjects such non-residential property within this Plat to the Kennecott and Henshaw Declaration of Covenants, Conditions and Restrictions for Daybreak Village (the "Village Declaration"). This Plat is part of a master-planned community commonly known as "Daybreak" and is subject to the Master Development Agreement recorded on March 26, 2005 as Entry No. 0009507, in Book 8762 beginning on Page 7033 of the Official Records of Salt Lake County (which Master Development Agreement may be amended from time to time) (the "Master Development Agreement").

2. The "tract" subjected to this EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION is hereby specifically subjected to a reservation by the Owner of (1) all oil, gas, geothermal and mineral rights and interests under or appertaining to the "tract" subdivided by this Plat, and (2) all water flowing or located under, within, over, or through the "tract" subdivided by this Plat, including, without limitation, all storm water and reclaimed water. The "tract" subdivided by this Plat is further subject to all easements, restrictions, reservations, rights-of-way, servitudes in area, encroachments, or other encumbrances, whether such matters are of record or otherwise enforceable at law or in equity.

3. All areas identified on this EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION as public rights-of-way are hereby dedicated for the perpetual use of the public pursuant to the Owner's dedication shown herein. All other areas are not dedicated for public use by this Plat. Lands designated as "R" and "P" are to be dedicated or donated to either: (1) the City or other governmental entity, or (2) an owner association for common area use, in a subsequently recorded instrument or an amendment to this Plat. Any easement shown on this Plat that is not specifically referred to as "public" is reserved to Owner or to Owner's designee.

4. The Owner reserves, in favor of Daybreak Water Company, a Utah non-profit corporation, easements over, across and under all streets, public rights-of-way, ditches, and other public use areas, and all public utility and drainage easement areas to install, maintain, repair, and otherwise operate and accomplish all things associated with, a sewerage water system providing sewerage water to portions of Daybreak.

5. On any property in this Plat encumbered by a blanket FUTURE easement, Owner reserves the right to relocate and/or more particularly define the location of such easement by Owner recording a notice of such location concerning such lot in the Official Records of Salt Lake County. Owner's relocation or definition of the easement is subject to existing utility's consent.

6. From and after recordation of this EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION, any amendment thereto or further subdivision thereof or within thereunto shall not be deemed to be an amendment to the Kennecott Master Subdivision #1. Further subdivision of the Kennecott Master Subdivision #1 is consented to by any owner at any time hereafter purchasing or having an interest in any property shown on this plat.

7. The property included in this EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION may or may not, in the future, be developed as part of a large, master planned community, known as Daybreak. No commitments are made regarding the future development of Daybreak or the uses that will be made of land within or around the land contained in this EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION.

8. It shall be the responsibility of the Master Developer of Daybreak ("Developer") under the Master Development Agreement, to maintain all rights-of-way properties associated with the EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION, until such time as the future proposed roadway improvements are completed and accepted by South Jordan City. The City shall have no responsibility for maintenance of the proposed rights-of-way until such time.

9. As the development of the Daybreak community continues to the west, Daybreak Communities and its development partners are responsible for all design, construction activities, and construction costs associated with all improvements in the rights-of-way dedicated in this EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION, with respect to any development activities that may be discontinued from then-on development activities. Developer shall ensure that all roadways and utilities are extended to any future development in order to create any streets without infrastructure corrections. Proposed roadway and utility designs shall be coordinated with, and approved by, South Jordan City.

10. All rights-of-way and development pads that are associated with the roadway dedication plat do not have available sewer service and may not be developed until such service is extended to the rights-of-way and development pads.

EASEMENT NOTE:

Owner certifies that the easements, claims of easements, or encumbrances on the platated property which are shown by public records are shown on this plat based on the title report issued by Old Republic National Title Order Number 13364948, Amendment No. 1 with an effective date of July 9, 2019.

HIGH GROUND WATER:

Many areas in South Jordan City have ground water problems due to high (fluctuating) water table. Approval of this plat does not constitute representation by the City that building at any specified elevation will solve groundwater problems, if any.

NOTICE:

Potential purchasers of property described on or included in this plat are advised by South Jordan City to familiarize themselves with all notes, lot information, easements and other pertinent information contained on this plat and also with any Covenants, Conditions and Restrictions ("CCRs") recorded against such property, including those described in Note 1 of this plat. Such property may also be subject to the restrictions of the Kennecott Development Standards Matrix ("Matrix") to the Kennecott Master Subdivision #1 as recorded in Book 20029 commencing at Page 273, in the Salt Lake County Recorder's Office, as it may be amended from time to time. These documents may limit the use of the property and failure to comply with such documents may result in financial losses to the property owner. Purchasers and property owners are responsible to review and to be in compliance with the title, the CCRs, the Matrix and other recorded documents related to this plat, as currently existing or as may from time to time be changed and/or amended.

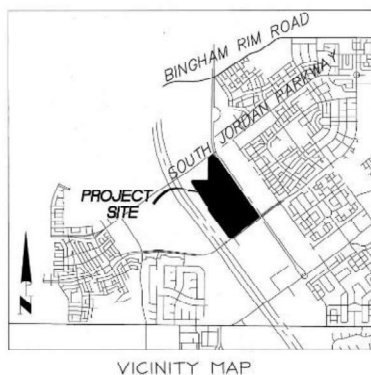
EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED

Located in the southwest Quarter of Section 15, the Northeast Quarter of Section 23 and the Northwest Quarter of Section 24, T3S, R2W, Salt Lake Base and Meridian

Street Right-of-Way (Net) 3.541 acres
Total boundary acreage 67.894 acres

DEVELOPED BY:

Daybreak Communities
11248 Kestrel Rise Road, Suite 201
South Jordan, Utah 84009



OWNER'S DEDICATION

I, the undersigned, by these presents, that the undersigned owner of the above described tract of land, having caused the same to be subdivided into lots and streets to be hereafter dedicated.

EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION AMENDING LOT T3 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED

do hereby dedicate for perpetual use of the public all parcels of land and easements as shown on this plat as intended for public use.

In witness whereof I have hereunto set my hand this
07th day of August, A.D. 2019

VP Daybreak Investments LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company
for Project Manager

Tracy K. McCutcheon
Tracy K. McCutcheon
President & CEO

CORPORATE ACKNOWLEDGMENT

"The Owner's Dedication was acknowledged before me this 07th day of August, 2019, by Tracy K. McCutcheon as President & CEO for Daybreak Communities LLC, a Delaware limited liability company, the project manager of VP Daybreak Investments LLC, a Delaware limited liability company."

Christina M. McQuinn
Christina M. McQuinn
Notary Public

SURVEYOR'S CERTIFICATE

I, Marshall D. Byrd do hereby certify that I am a Professional Land Surveyor, and that I hold certificate No. 6390728 as prescribed under the laws of the State of Utah. I further certify that by the authority of the survey, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as EAST TOWN CENTER ROADWAY DEDICATION PLAT IN LIEU OF CONDEMNATION and the same has been correctly surveyed and staked on the ground as shown on this plat.

Marshall D. Byrd
Marshall D. Byrd
Professional Land Surveyor
Utah Certificate No. 6390728



7/27/2019
Date

BOUNDARY DESCRIPTION:

Beginning at a westerly corner of the Daybreak Lake Avenue East subdivision, said point also being on the westerly line of Lot T3 of the Kennecott Master Subdivision #1 Amended, said point lies North 89°56'03" East 480.986 feet along the Daybreak Baseline South (Being South 89°56'03" East 2125.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R2W) and North 32°5'28" East 3275.287 feet from the Southeast Corner of said Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 07°02'52" East 2012.745 feet along the Section Line and North 90°00'00" East 794.435 feet from the Northwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence along said Lot T3 North 37°02'12" East 212.556 feet to the west line of the Northwest Quarter of said Section 24; thence along said Lot T3 North 07°02'12" East 40.770 feet; thence North 34°47'17" East 107.484 feet to a Northernly line of said Lot T3; thence along said Lot T3 the following (2) courses: (1) North 89°56'03" East 480.986 feet; (2) North 07°02'52" East 2012.745 feet to the southerly right-of-way line of South Jordan Parkway; thence along said southerly right-of-way line North 53°27'06" East 154.478 feet to a Right-of-Way Quitclaim Deed recorded as Entry No. 10429873 in Book 9607 at Page 4745 in the Office of the Salt Lake County Recorder and a point on a 1263.500 foot radius non tangent curve to the left, (radius bears North 50°06'21" East, Chord: South 35°43'17" East 36.477 feet); thence along said Right-of-Way Quitclaim Deed the following (2) courses: (1) along the arc of said curve 36.478 feet through a central angle of 57°01'51"; (2) South 36°32'58" East 404.355 feet; thence North 53°27'06" East 36.352 feet; thence South 56°36'58" East 127.043 feet; thence South 32°7'06" East 861.722 feet; thence South 53°27'06" East 205.870 feet to the point of beginning.

Less and excepting all of Parcel A through D (inclusive) as described as follows:

Less and Except Parcel A

Beginning at a point that lies North 89°56'03" East 1073.496 feet along the Daybreak Baseline South (Being South 89°56'03" East 2125.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R2W) and North 46°02'02" East 146.252 feet to a Northernly line of Lot T3 of the Kennecott Master Subdivision #1 Amended, thence along said Lot T3 the following (2) courses: (1) North 89°56'03" East 480.986 feet; (2) North 07°02'52" East 2012.745 feet to the southerly right-of-way line of South Jordan Parkway; thence along said southerly right-of-way line North 53°27'06" East 154.478 feet to a Right-of-Way Quitclaim Deed recorded as Entry No. 10429873 in Book 9607 at Page 4745 in the Office of the Salt Lake County Recorder and a point on a 1263.500 foot radius non tangent curve to the left, (radius bears North 50°06'21" East, Chord: South 35°43'17" East 36.477 feet); thence along said Right-of-Way Quitclaim Deed the following (2) courses: (1) along the arc of said curve 36.478 feet through a central angle of 57°01'51"; (2) South 36°32'58" East 404.355 feet; thence North 53°27'06" East 36.352 feet; thence South 56°36'58" East 127.043 feet; thence South 32°7'06" East 861.722 feet; thence South 53°27'06" East 205.870 feet to the point of beginning.

Property contains 20.061 acres.

Also Less and excepting SOUTH JORDAN CITY PARCEL (APN 26-13-351-001) herefrom as follows:

Beginning North 00°02'52" East 121.27 feet and South 89°57'01" East 506.13 feet from the Southwest Corner of Section 15, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 53°27'06" East 12.000 feet; thence South 36°32'58" East 27.000 feet; thence South 53°27'06" East 52.000 feet; thence North 36°32'58" East 27.000 feet to the point of beginning.

Property contains 0.030 acres, 1404 ±.

Net property contains 20.029 acres

Less and Except Parcel B

Beginning at a point on the westerly line of Lot T3 of the Kennecott Master Subdivision #1 Amended, said point lies North 89°56'03" East 1056.388 feet along the Daybreak Baseline South (Being South 89°56'03" East 2125.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R2W) and North 40°04'17" East 121.415 feet from the Southeast Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Lot T3 North 37°02'12" East 212.556 feet to the west line of the Northwest Quarter of said Section 24; thence along said Lot T3 North 07°02'12" East 40.770 feet; thence North 34°47'17" East 107.484 feet to a Northernly line of said Lot T3; thence along said Lot T3 the following (2) courses: (1) North 89°56'03" East 480.986 feet; (2) North 07°02'52" East 2012.745 feet to the southerly right-of-way line of South Jordan Parkway; thence along said southerly right-of-way line North 53°27'06" East 154.478 feet to a Right-of-Way Quitclaim Deed recorded as Entry No. 10429873 in Book 9607 at Page 4745 in the Office of the Salt Lake County Recorder; thence along said Right-of-Way Quitclaim Deed South 36°32'58" East 404.355 feet; thence North 53°27'06" East 36.352 feet; thence South 56°36'58" East 127.043 feet; thence South 32°7'06" East 861.722 feet; thence South 53°27'06" East 205.870 feet to the point of beginning.

Property contains 13.360 acres.

Less and Except Parcel C

Beginning at a point on the westerly line of Lot T3 of the Kennecott Master Subdivision #1 Amended, said point lies North 89°56'03" East 1073.496 feet along the Daybreak Baseline South (Being South 89°56'03" East 2125.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R2W) and North 37°5'31" East 3275.287 feet from the Southeast Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence along said Lot T3 North 37°02'12" East 212.556 feet to the west line of the Northwest Quarter of said Section 24; thence along said Lot T3 North 07°02'12" East 40.770 feet; thence North 34°47'17" East 107.484 feet to a Northernly line of said Lot T3; thence along said Lot T3 the following (2) courses: (1) North 89°56'03" East 480.986 feet; (2) North 07°02'52" East 2012.745 feet to the southerly right-of-way line of South Jordan Parkway; thence along said southerly right-of-way line North 53°27'06" East 154.478 feet to a Right-of-Way Quitclaim Deed recorded as Entry No. 10429873 in Book 9607 at Page 4745 in the Office of the Salt Lake County Recorder; thence along said Right-of-Way Quitclaim Deed South 36°32'58" East 404.355 feet; thence North 53°27'06" East 36.352 feet; thence South 56°36'58" East 127.043 feet; thence South 32°7'06" East 861.722 feet; thence South 53°27'06" East 205.870 feet to the point of beginning.

Property contains 13.489 acres.

Less and Except Parcel D

Beginning at a westerly corner of the Daybreak Lake Avenue East subdivision, said point also being on the westerly line of Lot T3 of the Kennecott Master Subdivision #1 Amended, said point lies North 89°56'03" East 1080.986 feet along the Daybreak Baseline South (Being South 89°56'03" East 2125.293 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R2W) and North 32°5'28" East 3275.287 feet from the Southeast Corner of said Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Lot T3 North 37°02'12" East 212.556 feet to the west line of the Northwest Quarter of said Section 24; thence along said Lot T3 North 07°02'12" East 40.770 feet; thence North 34°47'17" East 107.484 feet to a Northernly line of said Lot T3; thence along said Lot T3 the following (2) courses: (1) North 89°56'03" East 480.986 feet; (2) North 07°02'52" East 2012.745 feet to the southerly right-of-way line of South Jordan Parkway; thence along said southerly right-of-way line North 53°27'06" East 154.478 feet to a Right-of-Way Quitclaim Deed recorded as Entry No. 10429873 in Book 9607 at Page 4745 in the Office of the Salt Lake County Recorder; thence along said Right-of-Way Quitclaim Deed South 36°32'58" East 404.355 feet; thence North 53°27'06" East 36.352 feet; thence South 56°36'58" East 127.043 feet; thence South 32°7'06" East 861.722 feet; thence South 53°27'06" East 205.870 feet to the point of beginning.

Property contains 6.476 acres.

Net Property contains 3.541 acres.

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809 SOUTH 1300 WEST, SUITE 100
SALT LAKE COUNTY, UT 84119-1000

WEST JORDAN, UT 84088
WWW.PERIGEECONSULTING.COM

SALT LAKE VALLEY HEALTH DEPARTMENT

APPROVED AS TO FORM THIS 7th DAY OF August, A.D. 2019.

PACIFIC POWER AND LIGHT, INC. DATE: 8/2/19

DONOR ENERGY DATE: 8/2/19

CONCAST DATE: 8/2/19

SALT LAKE VALLEY HEALTH DEPARTMENT

APPROVED AS TO FORM THIS 7th DAY OF August, A.D. 2019.

SOUTH VALLEY SEWER DISTRICT

APPROVED AS TO FORM THIS 7th DAY OF August, A.D. 2019.

PLANNING DEPARTMENT

APPROVED AS TO FORM THIS 7th DAY OF August, A.D. 2019.

SOUTH JORDAN CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

By: *Charles R. Schindler*
Charles R. Schindler
SOUTH JORDAN CITY ENGINEER

OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM THIS 7th DAY OF August, A.D. 2019.

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND INDEXED AT THE REQUEST OF: OLD REPUBLIC TITLE TRADER/CREM

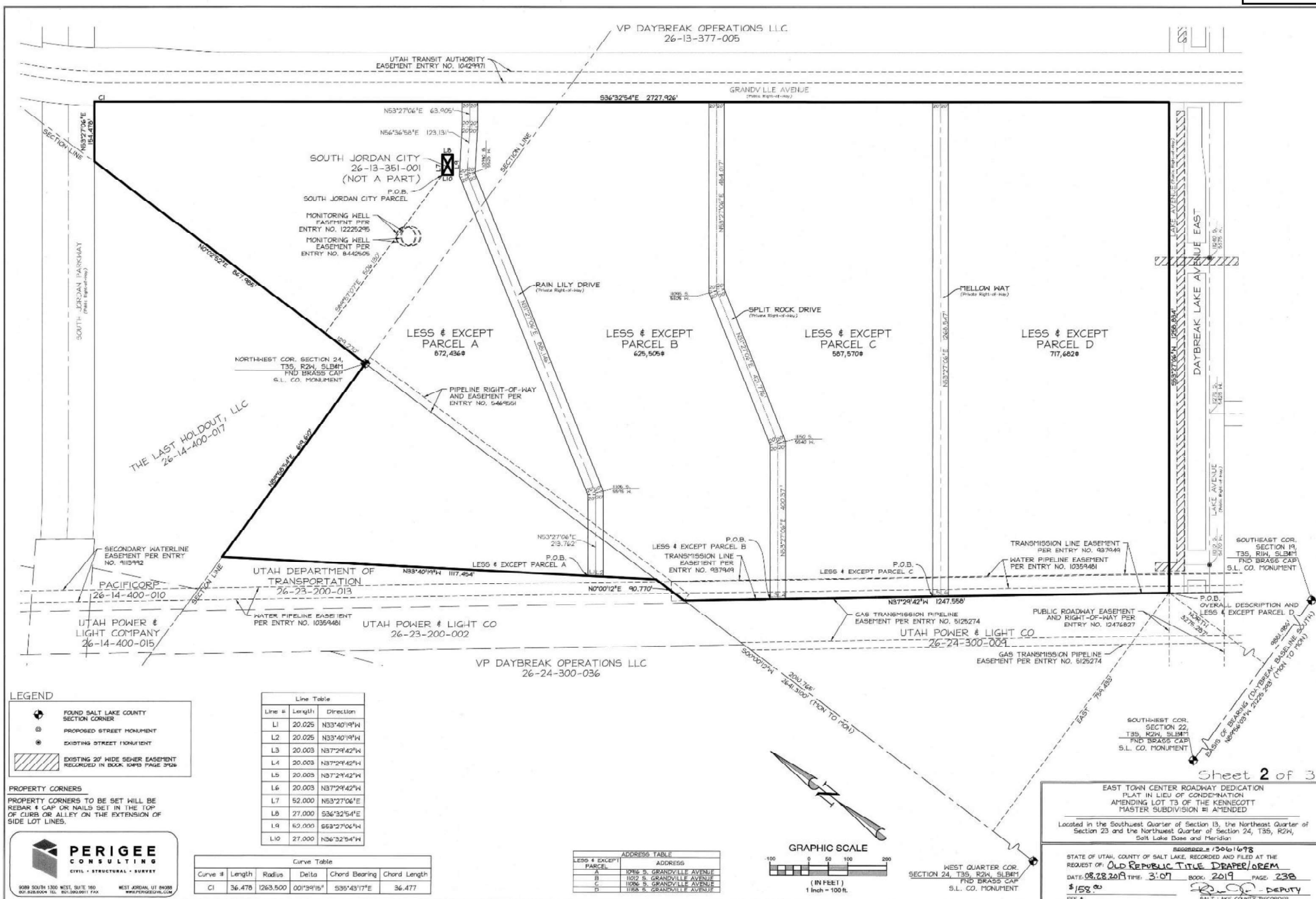
DATE: 8/28/19, TIME: 3:07, BOOK: 2019, PAGE: 238

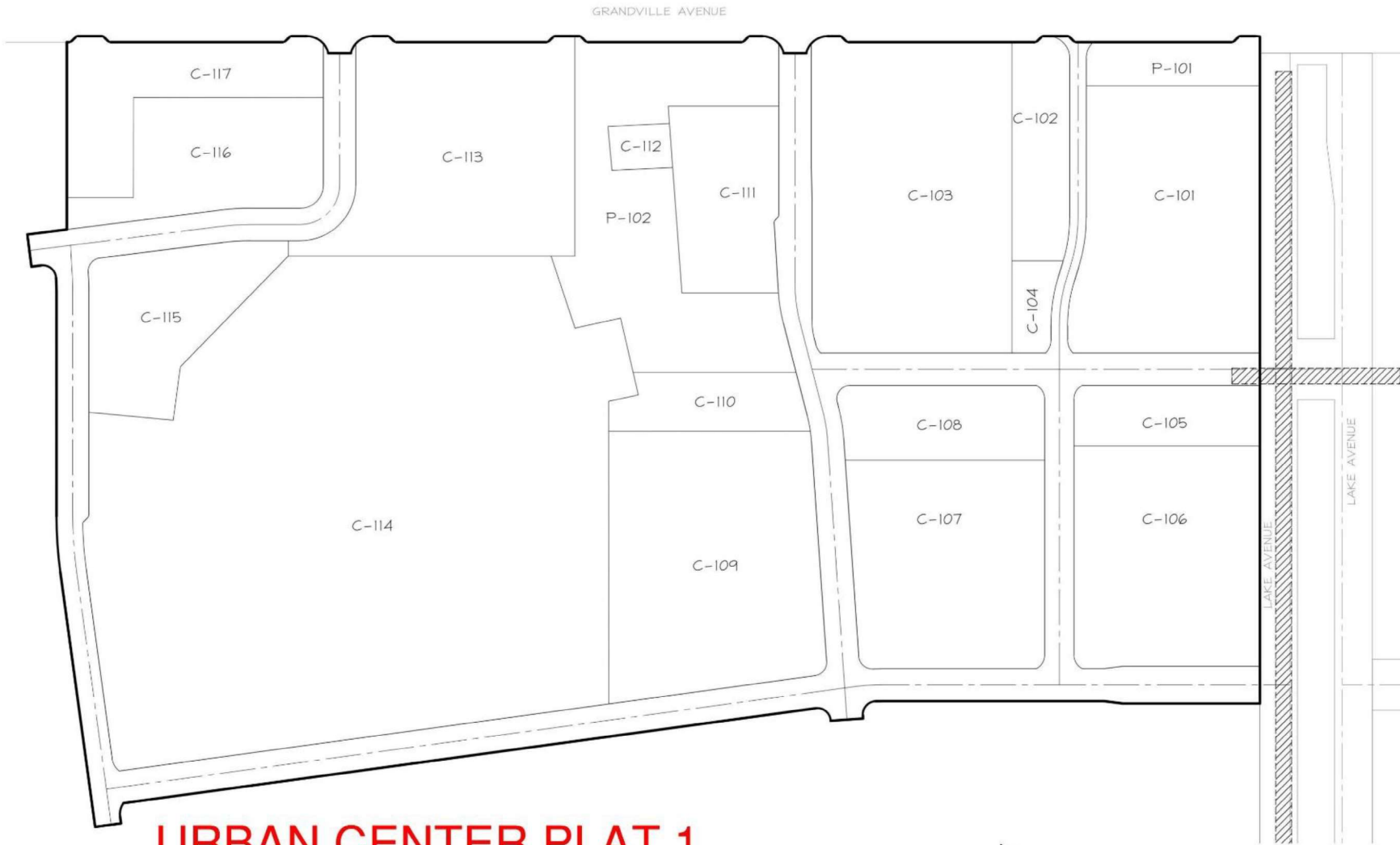
FILE # 158.00

DEPUTY SALT LAKE COUNTY RECORDER

26-24-100-009 26-14-12, 26-13-31, 26-23-22, 26-24-12, 26-24-12 #158

Sheet 1 of 3





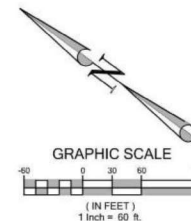
URBAN CENTER PLAT 1 PRELIMINARY

PROPERTY CORNERS
PROPERTY CORNERS TO BE SET WILL BE
REBAR 4 CAP OR NAILS SET IN THE TOP
OF CURB OR ALLEY ON THE EXTENSION OF
SIDE LOT LINES.



LEGEND

- EXISTING 20' WIDE SEWER EASEMENT
RECORDED IN BOOK _____ PAGE _____
- EXISTING 20' WIDE SEWER EASEMENT
RECORDED IN BOOK 10493 PAGE 396



Sheet 5 of 7

DAYBREAK URBAN CENTER PLAT 1
APPENDING LOT 13 OF THE KENNISCOTT
MASTER SUBDIVISION BE AMENDED

Located in the Northwest Quarter of Section 24, T35, R2W,
Salt Lake Base and Meridian

SALT LAKE COUNTY RECORDER RECORDED #
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE \$ _____ DEPUTY, SALT LAKE COUNTY RECORDER

Memo

DATE: 07/12/2023

TO: Mayor Ramsey (RDA Board Chair Ramsey) & City Council (RDA Board)
CC: City Manager Lewis (RDA Executive Director) & City Attorney Loose
FROM: Brian A. Preece, Director of City Commerce
SUBJECT: City Resolution R2023-34 Designating the South Jordan Redevelopment Agency (RDA) as the City's Agent for the South Station HTRZ & RDA Resolution 2023-04 accepting the Designation to be the City's Agent for the South Station HTRZ

The Housing and Transit Reinvestment Zone Act ((Act")) Title 63N Chapter 3 Part 6 of the Utah Code allows municipalities to apply for tax increment funding ("TIF") to promote the purposes of the Act. The City of South Jordan ("City") submitted an application for TIF with the Utah Governor's Office of Economic Opportunity ("GOEO"). On March 22, 2023, a Housing and Transit Reinvestments Zone Committee, acting on behalf of GOEO, approved the creation of the South Station Housing and Transit Reinvestment Zone ("South Station HTRZ").

The Act requires that the City and the agency enter into an Interlocal Agreement before the Agency can receive money. These resolutions authorize the City and Agency to enter into an Interlocal Agreement for this purpose.

For the reason that the South Jordan Redevelopment Agency is experienced in administering tax increment funding and qualified to act as the City's agent staff recommends:

1. The City Council adopt Resolution R2023-34 designating the South Jordan RDA as its agent for the South Station HTRZ; and
2. The South Jordan RDA Board adopt Resolution RDA 2023-04 accepting the assignment to act as agent for the City's South Station HTRZ.

RESOLUTION R2023 - 34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, DESIGNATING THE SOUTH JORDAN REDEVELOPMENT AGENCY (AGENCY) AS THE CITY’S AGENT FOR THE SOUTH STATION HOUSING AND TRANSIT REINVESTMENT ZONE (SOUTH STATION HTRZ).

WHEREAS, The Housing and Transit Reinvestment Zone Act (“Act”) Title 63N Chapter 3 Part 6 of the Utah Code allows municipalities to apply for tax increment funding to promote the purposes of the Act found in Utah Code Ann. § 63N-3-603 and the City of South Jordan (“City”) submitted an application for funding; and

WHEREAS, On March 22, 2023, a Housing and Transit Reinvestments Zone Committee (“Committee”) for the Utah Governor’s Office of Economic Opportunity approved the creation of the South Station Housing and Transit Reinvestment Zone (“South Station HTRZ”); and

WHEREAS, the Act permits the City to designate the South Jordan Redevelopment Agency (“Agency”) to administer the “Tax Increment” (defined in Utah Code Ann. § 63N-3-602(33)) received for the South Station HTRZ; and

WHEREAS, the Agency is experienced and qualified to administer Tax Increment and act as the City’s agent (the “Agent”); and

WHEREAS, the South Jordan City Council finds it in the best interest of the City to designate the Agency as the City’s Agent for the South Station HTRZ.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:

SECTION 1. Designation. The South Jordan RDA is hereby designated as the City’s Agent for the South Station HTRZ and is authorized under Utah Code Ann. § 63N-3-607 to administer Tax Increment distributed to the City for the South Station HTRZ.

SECTION 2. Interlocal Agreement. The City is authorized to enter into an Interlocal Agreement with the Agency that is consistent with the approval of the Committee and meets the requirements of Utah Code Ann. § 63N-3-603.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon passage.

<<Continued on following page.>>

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,
ON THIS _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Mayor: _____
Dawn R. Ramsey

Attest: _____
City Recorder

Approved as to form:



Office of the City Attorney

RESOLUTION RDA 2023 - 04

A RESOLUTION OF THE SOUTH JORDAN REDEVELOPMENT AGENCY BOARD, ACCEPTING THE CITY OF SOUTH JORDAN'S DESIGNATION OF AGENT FOR THE SOUTH STATION HOUSING AND TRANSIT REINVESTMENT AREA (SOUTH STATION HTRZ).

WHEREAS, The Housing and Transit Reinvestment Zone Act ("Act") Title 63N Chapter 3 Part 6 of the Utah Code allows municipalities to apply for tax increment funding to promote the purposes of the Act found in Utah Code Ann. § 63N-3-603 and the City of South Jordan ("City") submitted an application for funding; and

WHEREAS, On March 22, 2023, a Housing and Transit Reinvestments Zone Committee for the Utah Governor's Office of Economic Opportunity approved the creation of the South Station Housing and Transit Reinvestment Zone ("South Station HTRZ"); and

WHEREAS, the Act permits the City to designate South Jordan Redevelopment Agency ("Agency") administer the Tax Increment" (defined in Utah Code Ann. § 63N-3-602(33)) received for the South Station HTRZ; and

WHEREAS, the Agency is experienced and qualified to administer Tax Increment and act as the agent (the "Agent") for the City; and

WHEREAS, the City adopted Resolution R2023-34 designating the Agency administer Tax Increment and act as the City's Agent for the South Station HTRZ; and

WHEREAS, the South Jordan RDA desires to act as the City's Agent and administer Tax Increment received from the South Station HTRZ.

NOW, THEREFORE, BE IT RESOLVED BY THE SOUTH JORDAN REDEVELOPMENT AGENCY BOARD:

SECTION 1. Acceptance of Designation. The Agency hereby accepts the City's designation in Resolution R2023-34 as the City's agent for and to administer Tax Increment received from the South Station HTRZ.

SECTION 2. Interlocal Agreement. The Agency is authorized to enter into an Interlocal Agreement with the City that is consistent with the approval of the Committee and meets the requirements of Utah Code Ann. § 63N-3-603.

SECTION 3. Effective Date. This Resolution shall become effective immediately upon passage.

<<Continued on following page.>>

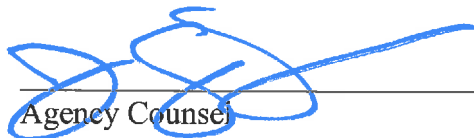
**APPROVED BY THE SOUTH JORDAN REDEVELOPMENT AGENCY BOARD, ON
THIS _____ DAY OF _____, 2023 BY THE FOLLOWING VOTE:**

| | YES | NO | ABSTAIN | ABSENT |
|----------------|-------|-------|---------|--------|
| Patrick Harris | _____ | _____ | _____ | _____ |
| Bradley Marlor | _____ | _____ | _____ | _____ |
| Donald Shelton | _____ | _____ | _____ | _____ |
| Tamara Zander | _____ | _____ | _____ | _____ |
| Jason McGuire | _____ | _____ | _____ | _____ |

Chair: _____
Dawn R. Ramsey

Attest: _____
Agency Secretary

Approved as to form:



Agency Counsel