

**CITY OF SOUTH JORDAN**  
**CITY COUNCIL MEETING AGENDA**  
**CITY COUNCIL CHAMBERS**  
**TUESDAY, NOVEMBER 15, 2022 at 6:30 PM**



Notice is hereby given that the South Jordan City Council will hold a City Council Meeting at 6:30 p.m. on Tuesday, November 15, 2022, in person in the City Council Chambers, located at 1600 W. Towne Center Drive, South Jordan, Utah 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](mailto: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, Patrick Harris

**C. Pledge of Allegiance:** By Council Member, Tamara Zander

**D. Minute Approval**

[D.1.](#) October 12, 2022 City Council Strategic Planning Meeting

[D.2.](#) October 18, 2022 City Council Study Meeting

[D.3.](#) October 18, 2022 City Council 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 items not scheduled 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.](#) Proclamation in recognition of Lung Cancer Awareness Month. *(By Mayor, Dawn R. Ramsey)*

[G.2.](#) Mulligan's Update. *(By Associate Director of Recreation, Jacob Druce & Director of Recreation, Janell Payne)*

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

[H.1.](#) Resolution R2022-41, Adopting City-Wide Policy 210-01 Purchasing. *(By CFO, Sunil Naidu)*

[H.2.](#) Resolution R2022-45, Appointing members to the Senior Advisory Committee. *(By Director of Recreation, Janell Payne)*

[H.3.](#) Resolution R2022-48, Authorizing the Mayor to sign an agreement with Jordan Valley Water Conservancy District for construction and cost sharing of 11400 South Redwood Road Meter Vault Rehabilitation Project. *(By Director of Engineering/City Engineer, Brad Klavano)*

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

[I.1.](#) Resolution R2022-43, Hearing to receive input from the public with regard to the execution of a loan agreement with the Utah Department of Transportation to finance transportation infrastructure projects within the City. RCV *(By CFO, Sunil Naidu)*

[I.2.](#) Zoning Ordinance 2022-08-Z, Rezoning property generally located at 401 West 10000 South and 429 west 10000 South from the C-F Zone to the I-F Zone. Applicant, Danny Johnson. RCV *(By Director of Planning, Steven Schaefermeyer)*

[I.3.](#) Zoning Ordinance 2022-09-Z, Rezoning property generally located at 10960 S. Park Road and 11032 S. Redwood Road from the A-5 to OS-P Zone. Applicant, Salt Lake County, Andrea Sorensen. RCV *(By Director of Planning, Steven Schaefermeyer)*

**J. Staff Reports and Calendaring Items: 8:45 p.m.**

**K. Executive Closed Session: 9:00 p.m.**

K.1. Discussion of the purchase, exchange, or lease of real property.

*ADJOURN EXECUTIVE CLOSED SESSION AND RETURN TO CITY COUNCIL STUDY MEETING*

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](http://www.sjc.utah.gov). Published and posted November 11, 2022.

**CITY OF SOUTH JORDAN**  
**CITY COUNCIL STRATEGIC PLANNING MEETING #1**  
**COUNCIL WORK ROOM**

**October 12, 2022**

**Present:** Mayor Dawn Ramsey, Council Member Jason McGuire, Council Member Don Shelton, Council Member Brad Marlor, Council Member Tamara Zander, Council Member Patrick Harris, City Manager Gary Whatcott, Deputy City Manager Dustin Lewis, City Attorney Ryan Loose, Director of Budget and Strategic Services Director Don Tingey, Director of Planning Steven Schaefermeyer, IT Director Jon Day, Director of Public Works Jason Rasmussen, City Engineer Brad Klavano, Fire Chief Chris Dawson, CFO Sunil Naidu, Police Chief Jeff Carr, Director of City Commerce Brian Preece, City Recorder Anna Crookston, Meeting Transcriptionist Diana Baun, Director of Recreation Janell Payne, Director of Administrative Services Melinda Seager, Executive Assistant Stefani Walker, Deputy City Engineer Jeremy Nielson, Executive Assistant to the City Manager Katie Olson, Strategy and Budget Analyst Abigail Patonai

**Others:** Sam Bishop

**5:28 P.M.**

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

**B. Invocation** – *By Director of City Commerce Brian Preece*

**C. Dinner Served**

**D. Discussion:** Strategic Priorities, Revised Strategic Goals and Objectives, and future action items for fiscal year 2023-2024.

Deputy City Manager Dustin Lewis briefly reviewed the last year. Six months ago, a Strategic Planning and Budget Department was created, which started to meet with senior staff twice a month to review the city's strategic plan and making sure priorities were being addressed. All of the strategic plans in Attachment A are based on input from the council and staff, there is nothing new in there. They have updated some of the ways they will be interacting with the public going forward to make things even more transparent, and show accountability for how things are being accomplished. Manager Whatcott discovered that San Diego City shares their strategic priorities on their website, and our city will be launching something similar in the future. As they review the current strategic plan, this is the chance for anyone to speak up with questions or feedback; based on the identified priorities, that's how the projects are being identified and the budgets being set.

Director of Strategic Planning and Budget Don Tingey reviewed his prepared presentation (Attachment A).

Council Member Don Shelton asked about the vision statement listed on Attachment A, specifically what is meant by a "sustainable environment."

Deputy Manager Lewis said this vision statement was created by the council a few years ago.

Director Tingey said his understanding was that it was meant to be sustainable in a broad sense, including economic, environmental, etc.



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Council Member Shelton noted that to him, that means things like air quality, climate change, etc. If we mean to describe being fiscally sustainable, then we need to say that.

Director Tingey said that fiscal sustainability is included in one of the outcome areas. He would love to redo the vision statement into something more short and succinct.

Council Member Brad Marlor said that upon reading the vision statement, fiscal sustainability did come to his mind because that's what they focused on back in the early 2000s; figuring out where they can locate commercial, and eventually build out the city so the tax gets modified and paid by commercial instead of the majority coming from residential.

Council Member Shelton noted that probably 8 out of 10 residents would read that and think it means "environmentally sustainable." He then brought up the mission statement, and where it says that the city "provides service-oriented..." and tried to think of a product the city provides, in any sense.

City Manager Gary Whatcott replied the city provides safety, water, etc.

Council Member Shelton said those are all services.

Manager Whatcott asked if Council Member Shelton thought that service is a product.

Council Member Shelton said he never thinks about it that way, because economics teaches him that products and services are different.

Deputy Manager Lewis noted that city recreation programs are also a product, as you are buying a specific item when you participate in that program.

Council Member Shelton disagreed, said he still thinks that is a service.

Manager Whatcott asked about a police officer showing up at your door, and if Council Member Shelton thought that was a product.

Council Member Shelton responded that no, that is a service in his mind.

Deputy Manager Lewis mentioned participating in a race and receiving a shirt, medal, patch, etc.; asked if that would be considered a product.

Council Member Shelton responded that scenario is getting closer to being a product, but the race itself is a service. The only physical item he can think of that is provided by the city is water, and he appreciates staff bringing that up. When he was reading the mission statement, he could only think that the city doesn't provide any products, only services with the exception of water.

Council Member Marlor noted a park is not a service to him, it is something tangible that you use. There are services that go along with it, but if you are at the park you are not being served by someone, you are using something tangible provided by the city.

Director Tingey added even with the water, the city only distributes the water.

Council Member Shelton agreed but noted that we are buying it wholesale, and distributing it retail, so in that sense it is a product. He just wanted to share that he thinks the vision and mission statements need to be looked at and discussed.

Mayor Ramsey agreed that those statements warrant additional discussion at another time, and it sounds like there is enough support to at least discuss those at a later date.

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Council Member Tamara Zander suggested changing the “family-oriented” reference, as it could be offensive to some people.

Mayor Ramsey noted that she actually thinks we are a “family-oriented” community, as they aren’t referring to the nuclear or traditional family specifically, and family has so many meanings.

Director Tingey continued reviewing Attachment A and explained how they used what they learned from San Diego’s website to help format the information everyone is seeing right now.

Mayor Ramsey said that “community readiness” to her, sounds like individual home or family readiness, and asked if anyone else is reading it that way as well.

Deputy Manager Lewis responded that usually when something is being targeted towards the residents, the term “individual” is used. In the emergency management world, when “community preparedness” is used, that refers to the big picture of the community.

Mayor Ramsey noted she can appreciate that, as early in her service she really wanted the city to help promote an emergency preparedness fair. She does see where some residents might read the section being discussed and think it was referring to individual readiness. She doesn’t have another way to word it, but “individual” was the first thing that came to her mind. She said the city has fantastic community emergency preparedness plans, but asked if those plans include individual readiness, and if there is a way to word things to clarify that.

Deputy Manager Lewis said they can have a deeper discussion later if the council would like that changed.

Council Member McGuire said seeing something like this makes him think they might be bringing back the CERT Training programs.

Deputy Manager Lewis said that is another area they can plan on having a deeper discussion at a later date.

Manager Whatcott asked how we should let the residents know that the community is prepared for an emergency.

Mayor Ramsey said she would assume the information that will be included for this area on the website will include those plans.

Manager Whatcott asked if there were any suggestions for a different heading in that section.

Mayor Ramsey said she just wanted to bring up when she read that, she could see where a lot of people might read that as individual, but that’s not what’s going to be listed under that section.

Council Member McGuire suggested changing the verbiage to something like “city readiness.”

Deputy Manager Lewis said he is happy to come up with some options. In the technical world of emergency management, where he has a very deep background, that is the term that is used. That’s why FEMA’s guidance always uses the terms “individual” and “personal.”

Manager Whatcott noted that with all the content included, those reading it could be able to understand more with the additional information.

Director Tingey said they plan on coming back to Attachment A and revising it so the titles capture the scope of what is included, however they wanted to have this discussion before they did that. He then continued reviewing Attachment A.

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Council Member McGuire asked if the “transportation networks” noted under “delivering reliable public infrastructure,” have anything to do with active transportation, as there is a growing interest for that.

Director Tingey responded that it refers to everything from UDOT to UTA.

Mayor Ramsey said it sounds like a reference to “multimodal transportation,” which is the term used by the WFRC.

Director Tingey brought up the Alternate Mode Transportation Master Plan, asking staff if it is on the website currently.

Director of Engineering Brad Klavano responded that no, it is not available on the website currently.

Director Tingey noted that if Wasatch Front is using the term Multimodal, then it would be good to use the same terms.

Council Member McGuire added that at a recent convention, he thought he heard that UDOT was working on something related to this.

Mayor Ramsey said it was the governor that announced it. UDOT came to him with an idea, and the governor was a big fan of it so the state will be creating a statewide trails/active transportation network.

Council Member McGuire would like to see us get involved in that early, and that he believes a lot of the southwest valley could benefit from working with the state to develop that network with current and future development in mind.

Director Schaefermeyer shared that he and Director Payne attended a workshop related to that statewide inventory of trails and other assets for active transportation, and said it was more geared towards the BLM and National Park Service people that were in attendance; however, they are doing it throughout the state. South Jordan is on their list, and once things start to solidify they can share some of that with staff and the council.

Director Tingey continued reviewing Attachment A.

Council Member Zander suggested changing some of the verbiage from “appropriately engaging” to “engaging the community appropriately,” starting with the verb. The council discussed different ways to word similar phrases.

Director Tingey continued reviewing Attachment A.

Council Member Shelton brought up that we have the multimodal plan about trails under transportation, trails under recreation, as well as a trails master plan.

Director Tingey said there is an overlap on some things, due to commonality. They noticed this on San Diego’s page as well, that they referenced master plans in multiple sections in case that’s where someone might look to find the information. The trails are mostly in open space and parks, so it happens in the Parks Division in coordination with Engineering.

Council Member Shelton suggested adding under the trails master plan to “also see the multimodal plan,” with a link.

Director Tingey noted that the trails master plan is synced up with the alternative mode plan. Also, the alternative mode plan includes bike lanes, where the trails plan might not. He continued his review of Attachment A.

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Mayor Ramsey likes that both the strategic plan and general plan are listed under Economic Development. She asked if there is any sort of formal economic development strategic plan.

Director of City Commerce Brian Preece responded that there is, but it's old, and with all the change going on in the world there has not been a good time to update it. It is about 10 years old, a lot of it hasn't changed, and it is available on the website.

Mayor Ramsey said they'd all like to look at it and see what's there, spend some time going through it.

Council Member Marlor noted that one of the reasons this is being done is to enhance all the residents' ability to access these opportunities close to home; cutting down on mileage, pollution, and making those things accessible in our community. We want to be able to provide shopping and restaurants close by, and thereby benefit from them. He asked if that is mentioned anywhere, as that was a specific purpose noted 20-plus years ago that they didn't want people having to go all the way to a mall or other city to shop.

Director Tingey responded that in the diverse and dynamic tax base that is all included. He was not sure if it talks about that in the general plan, under the "live here, work here, play here" idea.

Director Schaefermeyer said that on surveys those things are mentioned.

Council Member Brad Marlor believes that's one of the reasons we foster economic development, to make things convenient, thereby benefiting from a taxation standpoint.

Director Preece added he believes that is a theme of the economic development strategic plan.

Mayor Ramsey appreciated that being brought up, because she has heard a lot about that from residents. She thinks having those reasons listed somewhere would be helpful.

Director Tingey agreed, as it shows those resources are being provided for the community.

Council Member Zander thinks it is critical that the economic development strategic plan be looked at and discussed soon. Two months ago she started attending the South Valley Chamber of Commerce Business Committee, which includes business owners from across the city, and they are really focused on making sure no businesses go dark in the city; the council and staff should likewise be hyper focused on doing the same thing. She would like to know what they as a city is doing to foster new businesses and the plans for the future. It was great to have Boyer in the other day, but she doesn't think the city is being aggressive or assertive enough. As she sits on that committee with other businesses from the city, she wonders what our strategy is, and believes it is a shame that she doesn't have that information.

Director Tingey continued his review of Attachment A.

Council Member Patrick Harris believes there are a lot of people in the city that do want to know about things like climate change and air quality, and they should be showcasing some of the things the city has been doing in those areas.

Director Tingey noted that the programs the city has and are in control of are listed on the website, like the Wattsmart Program.

Manager Whatcott thought it would be interesting to survey the residents, as in the past people haven't been willing to pay for things like green buildings. Fire Station 64 was built with an option to add solar in the future, but it's not a LEED certified building on any level. There are also ways parks can be made more sustainable from a green/environmental perspective. The city used some pavers at Highland Park, which are also part of storm drainage; however, those are much more expensive than laying asphalt.

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Council Member Shelton asked if that could be incorporated as part of the annual survey, or do they need to go deeper and do a survey only on that subject.

Director Tingey said it's only been a year since they did the Wattsmart survey, so they have that baseline and could follow up with some of those key questions. They could take a question or two from that survey and add those to another survey.

Council Member Marlor believes that connecting the trail system is another green approach, as the more opportunity there is to bike or go for a walk, it counts for something and its being greener.

Manager Whatcott said the whole multimodal transportation theme came from the idea of cleaner air, more sustainable energy, etc.

Director of Public Works Jason Rasmussen added that there was a water conservation survey done a few months ago, which will have results shared next week. They got some good feedback on water conservation programs from the residents.

Director Tingey said that even planting trees fits into this, and that's something they do every year. South Jordan has been designated "Tree City USA" and there are certain requirements to keep that up which includes the number of trees, which helps the city be sustainable as well.

Mayor Ramsey asked if this is where programs like "Flip Your Strip" and others would be listed.

Director Tingey said yes.

Manager Whatcott said he had asked the architect on Fire Station 64, if they were to move to a lower level of LEED certification how much more it would cost. The response was that it would be 50% more in building costs, and that project was \$11 million, which would have added at least \$5 million. This is what the public needs to understand, are they willing to do that and what the payback might be. There are some things that can be done at a lower cost for some energy savings.

Council Member Harris said they need to be careful on polling people regarding things that aren't really feasible in terms of cost. They need to discuss options and decide if they are strongly interested in something before polling the public on it.

Director Tingey said with the Wattsmart survey, their policy was to address building specifications and explain that they could be done with a ROI in the future.

Council Member Harris believes they could find the areas that include ideas that make sense, and poll people on those things.

Mayor Ramsey asked which section would show what we have done to meet some of the goals.

Manager Whatcott responded that information will be under either Strategies, Measures, or something similar and it will show those plans and changes.

Director Tingey added that they will have South Jordan at a Glance, and it will show measures and accomplishments in those areas.

Mayor Ramsey said we have a really good story to tell, and we are doing lots of hard work here. We are leading the pack in so many ways.

Director Tingey continued reviewing Attachment A.

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Council Member McGuire asked if things like Arts Council and Senior Advisory Committee would have links to click under that same “Engaging Community” area.

Deputy Manager Lewis said this would be one of those areas that has some overlap, and they can make sure it shows up in this area, as well as the others it relates to.

Council Member Zander said a few years ago a gentleman moved here from out of state and he called her, noting that he didn’t see anywhere on the website that allowed him to sign up for volunteer opportunities in the community. Would that be something that would now be available under the “Engaging Community” area, or would there be somewhere else that could be made available.

Director of Recreation Janell Payne said there is a page on the website, if you search “volunteer opportunities,” with different opportunities and who to contact. It also mentions that the city welcomes new ideas, and gives information where those ideas can be sent.

Council Member Marlor said that should be connected to the other committee opportunities as well, as Council Member McGuire mentioned.

Director Tingey continued his review of Attachment A.

Manager Whatcott said that to him, strategic alignment needs to be more grassroots oriented. How do they know what policies to make if they aren’t in touch with their constituents. Hopefully, when this is all put together and complete, they know what the community wants. They should be getting input from residents and basing their priorities off of what is important to those residents. How are they making sure they are aligning themselves with the community to some degree; is it through survey work, elected officials reaching out to their constituents on their own basis, etc. Our elected officials are the representatives of the community, and they are the ones conveying to city staff what they want implemented. The hope is that this strategic alignment being created is truly an alignment to the wants of the community.

Council Member McGuire understands and agrees with what has been said, but he doesn’t get that from just seeing “strategic alignment.”

Manager Whatcott said the majority of the public should be able to read that document and feel that it rings true for them, for South Jordan. He wants to make sure the right processes are in place to get that feedback.

Deputy Manager Lewis began reviewing Attachment B and the idea of a city tagline.

The council and staff discussed other city’s taglines, options for creating a tagline and what type they were looking for, along with some ideas.

Council Member Zander brought up that the city is a long rectangle, with the old part and new part of South Jordan. That led to the “SoJo United” idea, and with the tree and roots in the logo she suggested something like “we grow together.” That could bring together the old and the new, being united as a city. We grow as one of the fastest growing cities, and the together part conjures a vision of unification.

Council Member McGuire added that could be built upon and used for other areas, growing together in the arts, growing together in recreation, etc.

Mayor Ramsey mentioned the “In Utah” phrase that has been used recently to encourage things like “work and play in Utah,” “get vaccinated in Utah,” etc.

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Council Member Zander noted that people are concerned with growth, but if we take that word and give it a positive spin, making it about growing together, it shows we aren't going to fight the growth.

Deputy Manager Lewis continued reviewing Attachment B regarding tax policy.

Mayor Ramsey said there were many residents who came and suggested smaller incremental changes, rather than one larger one, as it would mean they wouldn't have to budget for such a large increase.

The council and staff discussed options for tax policy, including the possibility of having a truth in taxation every year as a standard, regardless of whether or not they are raising taxes.

Council Member Marlor noted that even if they hold a truth in taxation next year, and don't raise the taxes, it lets residents know that the council and city want to be transparent.

Manager Whatcott noted that they should look closely at the CIP list every year to see what's coming up, as there are some bigger projects on the horizon like another fire station and a public works yard out west, where they'll need to decide how they want those funded.

The council and staff discussed holding a truth in taxation annually, in the hopes that it would help with education on where the tax money is going and allow residents to share what projects they are excited about and which ones they don't think are necessary.

CFO Sunil Naidu said that a truth in taxation hearing is to raise revenue or balance the budget. There can't be a truth in taxation meeting without showing an imbalanced budget, or a need for revenue. If there is a need for capital projects, you add them to the budget, and show what additional revenue is needed. The revenue might not be needed for a few years, but that conversation happens at the meeting where you discuss whether or not to capture that revenue. He also discussed judgment levies and how some cities might use capturing that lost revenue through a truth in taxation hearing.

Deputy Manager Lewis continued reviewing Attachment B and discussed the different types of taxes and fees, and what balance the council would like to see between those amounts collected.

The council and staff discussed those options.

Council Member Shelton said the sales tax issue isn't something that worries him. He collected the numbers from CFO Naidu, looked at them through the great recession which was the worst recession in our lifetimes, and our numbers did not go down. He calculated the standard deviation also, and it was surprisingly stable.

Director Preece noted that part of the reason for that staying stable was that the District was filling businesses. He added that some of the cities heavily invested in the service sector with things like auto, and cities like Sandy and Murray took a huge hit during that time period.

Council Member Shelton said he is not willing to raise the property taxes to offset sales tax, neither is he willing to adjust the sales tax to balance the other categories.

Manager Whatcott believes there will be a decrease in revenue from the courts, as they are changing. If the plan goes through there will be no justice court here, all misdemeanors will be moved to the circuit court. If all we have is infractions, we may want to decriminalize our code and move from a judge to a civil hearing officer, not having a judge or court anymore. The state is also talking about adjusting the bail schedule on infractions, which is mostly traffic violations, allowing them to take more to help and pay for their circuit court system.

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City Attorney Ryan Loose added that this is the only way it can be paid for, as the misdemeanors won't pay for all the work; we will also still have to pay the same amount we are paying now for defense and prosecution.

Manager Whatcott said it looks like that would roll out around 2025, but it will depend on what happens in the legislature this year. We are not a city that relies heavily on forfeitures and fines from the court to support our budget, but it is \$1 million plus of lost revenue that would have to be picked up from somewhere. The court, for the most part, has always been a convenience to the residents, so they didn't have to go somewhere else to deal with fines or other issues. We also always offered small claims as a service, more than a convenience to residents.

Attorney Loose said they might work something out with a neighboring city to combine hearing officers, depending on how things work out. They are waiting to see what the legislature does before making any decisions regarding the courts.

Deputy Manager Lewis then brought up credit card payments being accepted from developers and residents when paying bills, fees, etc., and that we pay the service charges on those card payments. He asked if the city should now charge a convenience fee for those who choose to use credit cards.

Manager Whatcott said we have been carrying those charges for a while, and developers are using their credit cards to get huge rewards off those payments while we pay the service charge. He also noted that those payments can be made via electronic check or debit card with no fees to the city or the customer, so there would still be options for payment without a convenience fee.

The council agreed that they should be passing those service charges on to those paying.

CFO Naidu noted that he will need to check the rules and see what charges can be placed on the credit card holder per their agreements.

Deputy Manager Lewis said it sounds like everyone is in agreement to try and capture whatever additional charges they can as convenience fees.

Director Preece said that when the Boyer representative was here, they mentioned Freeport West was building a bunch of the flex spaces. He has been working with that group, and they have offered to host a breakfast or lunch to show the council what they are doing out in Daybreak Commerce Park.

The council discussed their options and availability.

Mayor Ramsey said she will still have about an hour left of her water district meeting when the next Strategic Planning Meeting begins on November 9<sup>th</sup>, but she will let them know she has to miss the end so she can be here.

The council and staff agreed to move the start of the next Strategic Planning Meeting on November 9 to 5:30 p.m.

**E. Summarize Next Steps:** Fiscal Year 2023-24 Strategic Planning and Budget.

**Council Member McGuire motioned to adjourn the City Council Strategic Planning meeting.  
Council Member Shelton seconded the motion; vote was unanimous in favor.**

**ADJOURNMENT**

**The City Council Strategic Planning Meeting #1 ended at 7:14 P.M.**



SOUTH JORDAN CITY  
CITY COUNCIL STUDY MEETING

October 18, 2022

**Present:** Council Member Tamara Zander, 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, 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, City Attorney Ryan Loose, City Recorder Anna Crookston, IT Director Jon Day, GIS Coordinator Matt Jarman, Senior IS Tech Phill Brown, Director of Planning Steven Schaefermeyer, City Engineer Brad Klavano, Fire Chief Chris Dawson, Police Chief Jeff Carr, Director of Recreation Janell Payne, Meeting Transcriptionist Diana Baun, Planner Ian Harris, Planner Damir Drozdek

**Absent:** Mayor Dawn Ramsey

**Others:** Melanie Gong, Sam Bishop, Abby Dawson, Susan Bruening, Brian Adams, Jerry Salt

4:51 PM  
STUDY MEETING

**A. Welcome**

**B. Roll Call and Introduction:** *By Mayor Dawn R. Ramsey*

**Council Member Marlor motioned to appoint Council Member Jason McGuire as Mayor Pro Tempore for tonight's meetings in the mayor's absence. Council member Zander seconded the motion; vote was unanimous in favor.**

Mayor Pro Tempore McGuire welcomed everyone present and introduced the meeting, excusing Mayor Ramsey who was unable to attend tonight.

**C. Invocation:** *By Council Member Brad Marlor*

Council Member Marlor offered the invocation.

**D. Discussion/Review of Regular Council Meeting**

**Presentation Items:**

Proclamation in support of National Apprenticeship Week, November 14-20, 2022  
City Water Conservation Program Update

**Action Items:**

Resolution R2022-43, Authorizing and approving Loan Agreement with UDOT  
Resolution R2022-44, Authorizing the Mayor to sign Master Landscape Maintenance  
Agreement with UDOT

Deputy City Manager Dustin Lewis said the agreement with UDOT has some verbiage indicating the mayor and all council members were present. When the motion is made to approve that resolution, if approved, that wording will need to be addressed and a note made that the mayor was not in attendance at the meeting.

City Attorney Ryan Loose said it will just need to be documented and they will get that taken care of.

**E. Presentation Items**

**E.1. Arts Council member appointment** (*By Director of Recreation Janell Payne*).

Director of Recreation Janell Payne noted that Melanie Gong is supposed to join via Zoom, but since they are running ahead of schedule she isn't online yet. She offered to move to the next member appointment and discuss them while they wait.

**E.2. Senior Advisory Committee member appointment** (*By Director of Recreation Janell Payne*).

Director Payne moved on to discuss applicant Billie Lawrence for the Senior Advisory Committee. Ms. Lawrence has been a volunteer at the community center for years. She believes she was also on the Senior Advisory Committee over six years ago. She has a standing commitment every Tuesday night, so she was not able to be present tonight, but Director Payne wanted to give the council information from her application and share her pertinent history. She went on to discuss Melanie Gong, an appointee for the Arts Council. She is not a South Jordan resident, she lives in Sandy, but she has been impressed with the different events and offerings that our city has had and asked how she could get involved. Director Payne sent her to our website, and after looking there she was particularly interested in the Arts Council.

Council Member Marlor asked if Director Payne would recommend both individuals for approval.

Director Payne said she would like the council to speak with Ms. Gong before making a recommendation, as she is not as familiar with her and hasn't worked with her before.

The council moved on to the next agenda item as they waited for Ms. Gong to join via Zoom.

**F. Discussion Items**

**F.1. SJC Townhomes at Redwood Road, located at 11147 S. Redwood Road** (*By Director of Planning Steven Schaefermeyer*).

Director of Planning Steven Schaefermeyer noted the applicant is not present yet, so they opted to move on to the discussion Item F.2. PD Floating Zone until the applicant from Item F.1. arrives.

**Council Member Marlor motioned to move Item F.2. before F.1. Motion was seconded by Council Member Zander; vote was unanimous in favor.**

**\*\*Item F.1. will be continued after Item F.2. below, per council's motion\*\***

**F.2. PD Floating Zone** *(By Director of Planning Steven Schaefermeyer).*

Director Schaefermeyer reviewed his prepared presentation regarding the PD Floating Zone (Attachment A). One of the reasons this was put on the agenda to discuss was because the city has been through a few of these, some went smoother than others, with the most recent being the most arduous of PD Floating Zone projects; Harvest Pointe West was probably one of the most difficult projects they've had to work through. There are a variety of applicants, the one on tonight's agenda is a property owner who is very involved in the process and involved in the development, but isn't a "developer;" there are other developers like Peterson and DAI who do this as their business. Many times those developers already have a product they want to build, but there are also some commercial developments. He used the Lamborghini and Bentley Dealership as an example of this zone coming in and doing something quickly and easily, that couldn't be done otherwise, as it was straight commercial. He referenced the purpose of the PD Floating Zone (Attachment A) and noted that he was just on the phone with a resident, who he believes had an end goal of getting Director Schaefermeyer to approve something that was not allowed under the city code. Sometimes staff might agree with the resident, but staff's job is to enforce the ordinances; they are not given a lot of flexibility in that enforcement. They try to be consistent, so everyone is treated fairly both as the applicant and the neighbor. He again used the Lamborghini and Bentley Dealership as an example. They came in and told the city they wanted to buy the old Gun Vault, which was very controversial on its own. That controversial building was sitting there, and they wanted to sell to the Lamborghini and Bentley dealership which would not have been allowed under our ordinances. Through the floating zone, they approached staff, and in a matter of a few months' staff was able to come to the council and show that this was a unique situation that would clean up a building that could only be used as a gun range otherwise, and was crunched for time. Staff was able to show that the dealership would bring a great benefit to the city, and that was able to be done through that PD Floating Zone. The benefits outlined in the purpose statement (Attachment A) were reviewed, explaining that the intended use must "address a unique situation and confer a substantial benefit to the city or incorporate design elements or a mixture of uses that represent a significant improvement in quality over what could have otherwise been accomplished by standard zoning and development provisions." The Lamborghini dealership is a great example of something that checked all the boxes discussed in the purpose statement. He shared a few more examples of benefits the city has gained from some of these projects, which could not have been completed under the standard zoning due to things like density and the use. Resort Lifestyles Community came in and installed a huge buffer between their project and the neighbors, working with the neighbors to lower the

profile of the building and allowing the council to look at what the impact would be. He discussed the steps required to apply for this zone from Attachment A, and said it also requires a development agreement to ensure predictability and good negotiation. Staff's goal when coming to a study session with a project is to be headed in the right direction so the council is given the opportunity to share feedback and what needs to be done in order for it to come back to the council. The planning commission recently asked to talk with the council about how their decisions on these projects are made, and he shared that it would be best for them to reach out to their individual council members with those questions. When these projects are brought to the planning commission, the entire development agreement isn't shared, it is basically only the deal points and the concept plan to get their feedback; sometimes changes are made based on that feedback. He continued by reviewing the history of these zones and what the previous zones looked like, including why they ended up being taken out of the code in favor of this new zone.

Attorney Loose added that the previous councils did not appreciate having other zoning options with tools available that had no legislative oversight, which led to continually frustrating their constituents. He used the example of a master planned community that doesn't need council approval for certain things they do, due to the tools used at the time the development agreement was signed. This is why the previous zones were removed and this new zone was created.

City Manager Whatcott brought up that the council has expressed their desire to keep density at 8 units per acre, however with infill projects becoming more and more popular, he suggested possibly adding something like the RM-8 Zone back to the code so this new zone can be used only for the more difficult infill projects.

Mayor Pro Tempore McGuire asked how having the RM-8 option would have applied to the past few difficult applications.

Attorney Loose responded that staff can at least use a desire for a higher density limit as a bargaining tool, and ask developers what they are planning on bringing to the table for higher density.

Council Member Marlor is not opposed to having two different zones, as they should have a zone that includes commercial. If someone is coming in with a residential component there should be something that can be used for that. If it's mixed, then it probably falls under the floating zone, whereas when it's all commercial they would have separate options.

Director Schaefermeyer went over a few more of the recent projects that were residential with commercial added in, and noted that those are good examples of how this process can work. It would have been really difficult to draft a standard zoning ordinance to anticipate the developers' specific needs.

Council Member Marlor asked if there is a problem with having a zone specifically for all residential applications, as he thinks they need to leave the floating zone for all the infill. However, if things are strictly residential, he doesn't think the council will entertain a density up near 15 acres per unit.

Director Schaefermeyer agreed and noted that developers always come in first with those higher densities, and staff has to figure out how to make things fit and work within the boundaries the council has set.

Manager Whatcott said adding an RM-8, or similar zone, would allow staff to address the density of infill pieces right at the beginning of discussions.

Director Schaefermeyer said what he is looking for in this discussion is more guard rails, or clear limits he can point to at the start of these conversations to help shorten the time required for working things out.

Council Member Zander suggested making the limit 7 units per acre, and then developers can look around the city and see what other project developers gave to make their offer more attractive and beneficial to the city. From there, they can negotiate possible higher densities based on what the developer is willing to offer.

Attorney Loose discussed options for the floating overlay zone and how that could be used by developers who are doing more than residential. If the council has a limit, and they will not go above that, then hypothetically they could create that RM zone at that limit and then in the PD Floating Zone note that a developer can have a RM-8 mixed use, but nothing above that will be allowed. At that point, if the developer asks staff what can be done to get a higher density, staff can suggest a text amendment outlining what the developer is willing to do and the council then has legislative discretion. If there is no option for going over the set density limit, then why include an option to negotiate if that's what bringing the developments back to the council multiple times.

Director Schaefermeyer said they want the council to be informed and aware that he and staff have learned through this process that they could make some changes to make this process more streamlined, which would hopefully lead to better outcomes.

Council Member Harris said he understands what is being shared, but he also thinks the developers will see the density allowed and still come to the council attempting to get more; they know that if they can get density up, they will make more on the project.

Manager Whatcott suggested a limit on the density in the floating zone if it's a strictly residential project. That would disallow any additional negotiations in those cases, however the starting point is mostly always over 8 units per acre because that's where the line has been. The current language directs developers to take their presentations to the council, because there aren't any current limits.

Attorney Loose said if they choose to put a limit on density in the floating zone, the developers clearly know that is the most they will get and if they want more, they would have to talk the council into a higher density legislatively.

Manager Whatcott said in the past few years, these projects have taken up ridiculously large amounts of staff time making things difficult while trying to also manage everything else.

Council Member Shelton said if staff has suggestions for making the process work better, as the professionals he would really like to hear what they have to say.

Council Member Marlor said he had always thought of this zone as a commercial or mixed zone, and it seems like things need to be tightened up if projects fall into those categories. If a developer is coming in with a solely residential development, they should have residential requirements like any other zone. That way, they know the rules for strictly residential developments and there isn't any room for prolonged negotiating.

Council Member Zander agreed with what Council Member Shelton said, that city staff are the professionals and the ones interacting with the developers the most. Her thoughts are to have staff come back with their suggestions, as the council has pointed out some of the problems they are facing. She is hesitant to come up with a hard number limit, as developers will come in with a number just barely below the limit and expect to have it approved without the council's input. She likes seeing the council negotiate on these projects to get extra amenities or additions to the community; she doesn't want to forego that opportunity to have those successful conversations which cause the developers to bring more to the table. On the flip side, she also doesn't want staff to be overburdened with a plethora of options.

Council Member Harris understands the desire to streamline things for staff, but they have residents living in these project areas with valid concerns. When the council has flexibility to negotiate on these projects, they can usually work something out that appeases the residents as well as the developer. As elected officials, it's their responsibility to look after the best interests of the residents, as well as the developers, and he thinks this council has done that very well.

Mayor Pro Tempore McGuire addressed the council and asked if they want staff to go back, using their professional judgment, to revise an ordinance and reintroduce the RM-7, bringing it back for another discussion.

Council Member Zander believes it would help to have staff summarize what the council has done in the past, also showing where different rules would have helped the council have better guard rails to arrive at a conclusion faster.

Council Member Shelton noted it has been brought up before, but as individual council members they need to be careful about voicing support for a project when it hasn't gone through staff or the council yet.

Council Member Marlor added that these developers are definitely doing more lobbying when it comes to projects, and he doesn't necessarily have a problem with that if they are listening to the suggestions from the council members on how to adjust their project to make it more in line with what the council typically allows.

The council circled back to **Item E.1.**, regarding Melanie Gong's appointment to the Arts Council.

Mayor Pro Tempore asked Ms. Gong to introduce herself and discuss her interest in the Arts Council.

Melanie Gong said she has a business background, in high tech sales for about 30 years. She worked with Fortune 200 global companies and left that job to go into semi-retirement. She met Director Payne and it was mentioned that there was a role in the Arts Council that it might be of interest to Ms. Gong.

Council Member Shelton asked if she has a background in the arts.

Ms. Gong said when she started college she was a piano performance major for two years, entering on a scholarship. She then went into other aspects of her career, primarily in business, but she has always been a lover of the arts. She has traveled all over the world and participated in a number of different events.

Mayor Pro Tempore McGuire thanked Ms. Gong for joining the council meeting, and said that staff will be in touch with her concerning the appointment.

The council then moved on to **Item F.1.** regarding the SJC Townhomes at Redwood Road, located at 11147 S. Redwood Road.

Director Schaefermeyer noted this was brought to the council a few months ago, and after that meeting staff met with the applicants to discuss their project. The applicants have a presentation for the council tonight with some changes that were made after the last meeting (Attachment B).

Brian Adams reviewed his prepared presentation (Attachment B).

Jerry Salt added that they moved the road into the subdivision off of Beckstead, in-between the subdivision to the north, to give them that extra buffer. They spoke to two of the landowners, they did not want townhomes right there, they would rather have the flex buildings there. When they moved the buildings to Redwood Road, they moved that road to give them that extra buffer.

Mr. Adams mentioned the sight vision triangle that was brought up by the council, where they have chosen to jog the road a little bit to help.

Council Member Zander asked what kind of fence was located at the north edge of the property.

Mr. Salt said there is already a precast fence there.

Council Member Marlors asked what the small rectangles were on the east side, where the road jogs.

Mr. Adams said those are additional parking stalls. The townhomes being proposed are three story, three bedroom, with each unit having a 22 foot driveway and a two car garage with 11 additional stalls throughout the project.

Council Member Shelton asked for the sizing on the garages.

Mr. Salt said they will be 24 feet deep with 16 foot doors and 21 feet inside.

Mr. Adams added that the townhomes will aesthetically complement the proposed flex buildings, the Sego townhomes, and the medical office. He continued reviewing Attachment B.

Mayor Pro Tempore McGuire asked if there would be a brick façade along Redwood Road.

Mr. Salt said they will attempt to keep that uniform with the medical building they own, including jogs in it so they don't have a flat brick wall. The construction will be all steel with brick veneer on the face and sides. In today's world they have the ability to give the brick look with stucco and shared a picture example of that stucco brick look (Attachment C). They want it to look like the medical building and Clearwater Academy, which are both brick. When building number two is done on the next lot to the south, it will be the same building and has already been approved for that.

Council Member Zander asked if that will be another medical building.

Mr. Salt said they will still be going for the medical professional office use, because it allows a doctor to be there. If that is not approved and zoned for medical at the start, that option is not available without a zoning change. It does require more parking with that zoning, which results in more parking than a professional office building.

Council Member Zander asked if Mr. Salt intends to first occupy the northern building.

Mr. Salt said yes, and he will own the south building as well; within three years he will take occupancy of the south building. He will lease the second building for about 2 years until he needs the space, then he won't renew the lease and move there himself.

Council Member Zander asked what kind of occupancy he is planning for those spaces.

Mr. Salt said it will be involved in the HVAC business, no liquids. It is related to the new way of doing duct work which is inside and below the building with three and four inch duct work. There is no longer large duct work and the energy department for the federal government is going to mandate this type of work within the next five years, saying that HVAC guys can't go outside of the building envelope; no crawl space or attic. The only way to duct the house will then be through the walls, and conventional systems won't do that. This is a new way to do HVAC, and he owns the whole state of Utah in terms of distributing that equipment. The building to the south, when he takes over, will have any offices created torn down and it will be strictly warehouse. He referred to Attachment B and said that the front will be the same look, it



will be stucco on one side with brick on the other. In the end, he will take the whole building to the north. There may be two tenants in the south building for the first two years, but after that he will take the whole south building and make it one large warehouse.

Mayor Pro Tempore McGuire asked about the type of vehicle traffic going through there.

Mr. Salt said there will be a semi coming in that has been allowed for based on the maps, and that semi gets unloaded in one day, never sits overnight or over a weekend. At most there will be three semis a month that come. They will not be unloading on the east side. There is no will-call, everything is delivered; there won't be HVAC companies coming for pick-ups.

Mayor Pro Tempore McGuire asked where the front door entrances for the residential units will be located.

Mr. Salt said they will be similar to the Sego homes, with an entrance in the back and an entrance on Redwood Road as well. They tried to hit everything indicated by staff with the units, but they haven't done all their surveys yet.

Council Member Marlors asked about basements.

Mr. Salt said they will not be doing basements, they will be three stories high, just like Sego which does not have basements either. The first story is basically the garage and a little bit of finished area, then you take the stairs to your main floor.

Council Member Zander asked about the building materials for the townhomes.

Mr. Salt said they will conform the brick to everything else, adding Hardy Board and stucco, similar to Sego.

Council Member Marlors asked about density.

Director Schaefermeyer said they haven't surveyed the property, so they don't know how much the acreage will change. The density of 8.5 is based on the entire property, and the overall density includes the commercial space, which is what has been done in other projects with a mix of commercial and residential.

Mr. Salt added that the businesses are Monday through Friday, no weekend businesses.

Council Member Zander is a little bothered by the spacing. There will be 25 families, many of which could have children, and she sees how packed in those townhomes are. If she lived in the middle bank of townhomes, she would have a few feet of green space in front of her house before a kid is going to run out into the street, or in a driveway. On the other side, her kid is in a street in a driveway. She is uncomfortable with how dangerous that is, and she understands that he needs to make his money as a developer and business owner; however, she would love to see them clear out that middle bank of townhomes and come up with some green space in there so

those 25 families are reduced to possibly 21 families and there is something there for people or pets to not be in a driveway or street as soon as they walk out their door.

Council Member Marlbor noted there are only 21 homes.

Council Member Zander realized that was parking spaces she was counting and noted that even if it is only 21 families, there are still people in the buildings, and she doesn't see a lot of flex space.

Mr. Salt said he gets it, he wouldn't live there either, but people will live there because they have to.

Council Member Zander agreed, but said that they are responsible for making sure that it doesn't become a problem. There have been a few developments in the past, before her time, that they have received related feedback on.

Mr. Salt responded that the council has opened themselves up now to negotiations with another developer. If they hit eight per acre he doesn't believe they get to have that conversation anymore with a developer because they've hit what the new code is going to be.

Council Member Zander asked if he isn't willing to look at her suggestions.

Mr. Salt said the council has opened up negotiations for something they are trying to no longer negotiate.

Council Member Zander asked again about an answer to her question on spacing for families.

Mr. Salt responded that they can't add any more spacing in there, and if four were pulled out of there the deal would be dead. That's how tight everything is with development and owning the land, building the buildings, and having a sale purchase price which is on its way down right now.

Mayor Pro Tempore McGuire asked if there is green space between the four vertical and four horizontal homes, and what the width is.

Mr. Adams said the driveways are 22 feet.

Mr. Salt said it is probably 9 or 10 feet just based on looking at the pictures.

Mr. Adams said it's probably 20 based on the measurements in other areas.

Mr. Salt said the city park strip is 20 feet in comparison.

Council Member Harris asked if there is any chance they would reduce the number of units.

Mr. Salt said if they lose four, it's not financially possible anymore.

Council Member Harris said he understands the four limit, but what about less than four.

Mr. Salt said he would have to run the numbers, and they will have to lose one anyway based on the previous discussions, unless the other landowner who wants to build the single family home decides to get on board. They haven't approached the other land owner yet because they don't know if they have a project. This is probably the eleventh time they have been in on this project, and the council didn't get to hear any of that because it was pre-Covid, and then when Covid hit it was all zoom meetings. They stopped at that point, but if they go back in their records they can see the history.

Director Schaefermeyer said there had been discussions at a staff level with one of the planners.

Mr. Salt said they just need to know they have a project, then they can start researching the rest, get architects on board, and get all of those things done.

Council Member Marlor said it would be nice if the single family owner on the south would allow them to take maybe 10 feet off his north side to expand the green space.

Mr. Adams said they have thought about that too, and they can ask him once they get to that point. He is still waiting for the city to bring him utilities.

Director Schaefermeyer said there is a comment missing, regarding a connecting path through the project. It is a tight space, but more space would allow for more options of connecting those eight stalls through to the project if they expect people to park there.

Council Member Harris said it would be nice to have a little more green space with some sort of amenity, something in there for people to gather. He agrees with Council Member Zander that it is pretty tight in there, and he gets it's not possible to remove four. However, maybe they could look at taking two off for a little more green space.

Council Member Zander said she is just imagining people living there.

Mr. Salt said they could change the driveways, but in his opinion that's hurting the subdivision. He developed Heatherwood and they tried to get the council and planning to let them have open space considered for off street parking, but that wasn't allowed. Crystal Cove already has a major problem there, so they were trying to solve that problem but asphalt couldn't be counted for open space. He said they are just trying to ask the council to think about it a little bit so they don't have the same problem. Heatherwood has 17 foot driveways and most of the cars hang out into the street. They tried to solve that problem, but they can't solve all the problems.

Council Member Shelton appreciates their efforts to deal with parking, however some people just think the garage isn't the place to park. When he thinks about bringing some special amenities to our city, that is the exact purpose of this zone. It doesn't feel special to him, but he appreciates

that it does to the developers. He likes the idea of getting some property from the adjacent owners and putting some kind of amenity in there like a play area for kids, or dropping one or two units and putting a play area in the middle bank. If they are going to rely on the parking, they definitely need to have a trail for connecting with the homes from the parking area.

Mr. Salt said he thinks they can work with some of those things, and get the engineers to give them a tighter square footage of what they have for land to see where they are at. He feels confident that the neighbor will work with them, because he has already asked engineering with the city when they are going to put his utilities in so he can build his house.

Council Member Harris is not personally opposed to a basement, as they do tend to free up the garage and they could probably sell the units for more money. It also ensures better parking inside the garages.

Council Member Zander said that below grade is cheaper to build than above grade. She knows her point caused Mr. Salt to get defensive, and she doesn't want to be difficult. She appreciates what they have come back with, but at the end of the day if she votes for something she has to feel comfortable that she is providing space for people in our city to live. Right now she is not comfortable with how tight this is. She appreciates they have worked hard on this, and she is not disrespecting that, but she would feel amiss putting that many families in that tight of a space with no place for children to go that feels safe to her.

Mr. Salt agreed to go back and look at it, getting it as tight as he can. He wasn't being defensive, he was being direct and wanted her to know that.

Mayor Pro Tempore McGuire said what he is hearing is this project is on the right track, but the council would like to see more open space within the development.

Director McGuire said the last time this was discussed, it was focused on the flex space and its appropriateness. He wants to make sure that the council is okay with the flex space along Redwood Road. He also noted they will need to discuss restricting uses in the development agreement, given what could go in spaces like these.

Council Member Shelton is not personally thrilled with the flex space, but if it matches pretty well with the other buildings, is consistent and doesn't look like a warehouse, then he could be comfortable with it.

Council Member Marlors said as long as it looks appropriate in the area, he would rather have it on Redwood Road. He likes the configuration, and would like to see some more open space, but he doesn't have an issue with the configuration and that's mostly because of the look.

Council Member Zander said to the developers' credit, the council asked them to flip the locations, and that was done. She thinks the veneer will be cost effective for the developer, and will look good for the city. She agreed with Council Member Marlors, that she would rather see more of the office building, as it is gorgeous and he did a fabulous job. If they copy that same

style and quality on the flex spaces, she has no reservations at all with that. She does like the landscaping the way it has been wrapped so they won't see all the cars and trucks coming in and out, that was thoughtful.

Deputy Manager Lewis asked if the council wanted this to come back during a work session.

Mayor Pro Tempore McGuire said that might be best to see what they do with the open space, and if they have the other property owner on board by then.

Deputy Manager Lewis said they can leave the closed session for the end of the next meeting, as it will only take about 10 minutes.

### **G. Executive Closed Session**

**G.1.** Discussion of the character, professional competence, or physical or mental health of an individual.

### **ADJOURNMENT**

**Council Member Shelton motioned to adjourn the October 18, 2022 City Council Study Meeting. Council Member Zander seconded the motion; vote was unanimous in favor.**

The October 18, 2022 City Council Study meeting adjourned at 6:32 p.m.

SOUTH JORDAN CITY  
CITY COUNCIL MEETING

October 18, 2022

**Present:** Council Member Tamara Zander, Council Member Patrick Harris, Council Member Don Shelton, Council Member Jason McGuire, Council Member Brad Marlor, City Manager Gary Whatcott, Deputy City Manager Dustin Lewis, City Attorney Ryan Loose, Director of Strategy & Budget Don Tingey, CFO Sunil Naidu, Director of Commerce Brian Preece, Director of Administrative Services Melinda Seager, Police Chief Jeff Carr, City Recorder Anna Crookston, Director of Public Works Jason Rasmussen, City Engineer Brad Klavano, Director of Planning Steven Schaefermeyer, Fire Chief Chris Dawson, Director of Recreation Janell Payne, GIS Coordinator Matt Jarman, IT Director Jon Day, Senior IS Tech Phill Brown, Meeting Transcriptionist Diana Baun, Strategy and Budget Analyst Abigail Patonai, Water Quality Technician Connor Oswald, Water Foreman Brandon Crookston, Associate Director of Public Works Ray Garrison

**Absent:** Mayor Dawn Ramsey

**Others:** Kevin W., William Evershed, Bridger Mason, Bronson Mason, Joseph Nation, Devika Rajeev

6:40 P.M.  
REGULAR MEETING

**A. Welcome, Roll Call, and Introduction to Electronic Meeting - By Mayor Pro Tempore Jason McGuire**

Mayor Pro Tempore Jason McGuire welcomed everyone and introduced the electronic meeting. He excused Mayor Dawn Ramsey, who was unable to attend.

**B. Invocation – By Director of Strategy and Budget Don Tingey**

Director Tingey offered the invocation.

**C. Pledge of Allegiance – By Director of Recreation Janell Payne**

Director of Recreation Janell Payne led the audience in the Pledge of Allegiance.

**Council Member Marlor motioned to amend the agenda and add an additional item to tonight's agenda as Item J, to allow an Executive Closed Session at the end of the meeting before adjournment. Council Member Shelton seconded the motion; vote was unanimous in favor.**

## **D. Minute Approval**

### **D.1. October 4, 2022 City Council Study Meeting Minutes**

### **D.2. October 4, 2022 City Council Meeting Minutes**

Council Member Shelton noted some corrections from the council packet, page 5, where he referenced the TRAX Station located on 4800; this was typed as 4800 South, but should be 4800 West. This also needs to be corrected where the location was referenced by Director Schaefermeyer on the same page. He also noted that on page 11, Kem C. Gardner Institute was misspelled and needed to be corrected as it is here.

City Recorder Anna Crookston noted those requested changes and responded that she will make sure those corrections are made.

**Council Member Shelton motioned to approve the October 4, 2022 City Council Study Meeting minutes, and the October 4, 2022 City Council Meeting minutes as amended above. Council Member Harris seconded the motion; vote was unanimous in favor.**

## **E. Mayor and Council Reports**

Council Member Don Shelton attended much of the League of Cities and Towns Conference, he was especially impressed with the talk by the fire captain who survived the 9-11 attacks whose story was very compelling. He had the opportunity to speak at the UFirst Ribbon Cutting ceremony, which went really well with a good crowd. The council and staff held a Strategic Planning Meeting and discussed high level direction for the city. He attended the Legislative Policy Committee Meeting (LPC) yesterday, provided feedback on a questionnaire given regarding what might work for the city on administrative land use decisions. He has often thought that they frustrate residents with public hearings on administrative decisions. Residents attend, share their thoughts, and as long as the proposal checks all the boxes and meets all administrative requirements it is approved, irrespective of their comments. There are times when someone may be able to share additional information about a property that wasn't previously known by staff, or new owners so there is some value to the process, but he would guess the majority of time it is a frustrating experience for residents. He wouldn't mind seeing some changes to that and allowing the public to provide their input earlier in the process, or in a different way. While he doesn't have the answers to that problem it was a question posed at the LPC meeting yesterday for feedback. Also, yesterday at the Western Growth Coalition they had 10 or 11 candidates come and speak. He had the chance to meet with Representative Pulsipher this morning, and he thinks she represents our city well; he appreciates her efforts at the legislature. He went with the mayor to the Southwest Mayors' Caucus Meeting, Mayor Ramsey has asked him to attend those meetings with her in case she can't be there, allowing him to fill in and understand what's going on. Riverton City prepared an interesting slide presentation at the meeting, and he asked staff to share that with the rest of the council members.

City Attorney Ryan Loose agreed to send those slides out via email during the meeting.

Council Member Shelton continued by noting he found it interesting that it was shared that per square mile, the density in South Jordan, Riverton, Herriman and Bluffdale is higher than the density per square mile in Salt Lake City.

Attorney Loose said density above is according to the data gathered, collected and compiled by Riverton; that has not been independently verified by South Jordan.

Council Member Shelton noted the presentation also showed the number of lots that have been entitled, but are not under construction in the southwest area, which is around 20,000. We can talk about a housing crisis, but with entitled lots not under construction, that isn't a city issue. He also asked Attorney Loose to share the information from the meeting regrading UTA currently doing a study for their five year plan, and if we want more services from UTA in our city we should participate in this study. For those who use social media, he thinks it would be great to push out that information so residents can provide feedback about the plans for service in our UTA Service Area.

Council Member Patrick Harris also attended the Utah League of Cities and Towns meetings, thought they were wonderful and that our mayor did good job leading them; South Jordan City was well showcased as well. There were a lot of good breakout sessions, he attended one on wildfires and enjoyed learning more about that. He also attended a session on the future of construction, and that was very insightful as well. One of his favorites was one by the City Manager of Millcreek, Mike Winder, discussing the future of retail. Redevelopment was done in Millcreek, and even though many say retail is dead, that redevelopment has done quite well. They bought up a lot of the existing commercial owners there and re-did the whole thing with both commercial and residential components. As our city looks at how to be successful in retail, he would suggest checking out what they've done, as they have a good example. He also enjoyed listening to the fire captain from 9-11 speak, his speech was remarkable. He was also able to listen to some of the political debates, and reminded everyone to make sure they vote.

Council Member Brad Marlor has been out of town since the last council meeting with family, so he unfortunately missed some of the annual meetings he looks forward to every year. He has attended three different lunches with some of our state legislators including Representative Jordan Teuscher, Senator Fillmore, and most recently Representative Susan Pulsipher. He believes it is very insightful and important for the council members to meet with them, letting them know they are very interested in the bills they are planning on running during the session. Some things are of concern, across the board, and the council wants to be aware of those and make sure they are lobbying for what makes sense for South Jordan. He also attended the Strategic Planning Meeting with the council and staff, everyone did a wonderful job there helping to plan for the city.

Council Member Zander also attended the Strategic Planning Meeting, felt it was really well done and thanked staff for that. There was great discussion and she is very appreciative of the competent, talented and trustworthy staff members in the city of South Jordan. She puts great stock in what the staff tells the council, and we are very lucky to have such talented people here. She also missed the ULCT conference for family reasons, and she loves attending those; she is



grateful for the council members that were in attendance to represent our city. Last night she was asked to attend the Rotary Awards Ceremony. She serves on the South Valley Chamber of Commerce, and one of the ladies that serves with her is the president of the South Jordan Rotary Group. They had an awards ceremony last week at AAI, where they honored two high school students from Bingham, two from Herriman, two from Paradigm, and two from AAI, along with a teacher from each of those schools. Council Member Zander and Tracy Miller were the two speakers that night, and it was an honor to be Ms. Miller's back-up speaker to say a few words. The theme of the night was related to the idea that in life you can choose to do many things, so choose kindness. The students recognized were not done so for their GPA or athletic accomplishments, but for their service and other things that school staff had observed. Stories were told about the students doing things around their schools like helping other students and welcoming new students. One of the award recipients even went out of their way to cover for their school custodian who got really sick, allowing the custodian to recover and his job to still get done.

Mayor Pro Tempore Jason McGuire said he attended a Rotary Event with his daughter earlier in October, and the president of the South Jordan Rotary Club sent him an email with some information that he will forward to the rest of the council; they will be doing that awards ceremony once a month until May. He attended the League Conference as well, was touched by the fire chief's message he shared and was eager to read his book. He loved the message that, as a country we need to be more unified, as we were the days following 9-11. He believes the name of the book was "Last Man Down." He also attended the Strategic Planning Meeting, met with the Arts Council and their next meeting will be a planning meeting to discuss what to do with the remainder of this year's budget and into the future. He recognized the members of our Youth Council in attendance tonight and thanked them for coming.

#### **F. Public Comment**

Mayor Pro Tempore McGuire opened the public comment portion of the meeting.

There were no public comments, and the hearing was closed.

#### **G. Presentation Items**

**G.1.** Proclamation in support of National Apprenticeship Week, November 14-20, 2022 *(By Mayor Pro Tempore Jason McGuire)*.

Mayor Tempore McGuire read the proclamation.

**G.2.** City Water Conservation Program update *(By Director of Public Works Jason Rasmussen)*.

Water Quality Technician Connor Oswald reviewed his prepared presentation (Attachment A).

Council Member Zander asked about the Daybreak HOAs, if they allow the rock options available in their landscaping, or if they require the bark.

Mr. Oswald responded that the HOA in Daybreak wants all the landscaping to be uniform on each property, so if the resident has bark in their front yard, they wouldn't be able to do rock in the park strip. If they wanted the rock from the city, they could get it for their park strip, but they would have to get additional matching rock on their own for the rest of their property.

Council Member Zander asked if there has been any progression in Daybreak allowing residents to go and get approval for these water conservation changes without the required fee.

Mr. Oswald responded that Daybreak has waived the fee, and they have seen an increase in the amount of Daybreak residents coming to him with their approvals from the Daybreak HOA.

Council Member Zander asked if the water audits being done are only to the exterior of the home, or if they are also done on the interior of the home.

Mr. Oswald said the water audits are tailored to the sprinkler system. They will do checks for the inside of the home to make sure there are no leaks, but water audit wise it's mainly the sprinkler system.

Council Member Zander asked what happens when they find a leak, does the city just identify there is a leak and then the resident is responsible for finding someone to fix that leak.

Mr. Oswald said they help the residents identify where the leak is by isolating the location, whether it's the service line, inside the home somewhere, or in the sprinkler system.

Council Member Marlors said one of his neighbors connected some plumbing incorrectly, then several weeks later received a letter from the city saying something was wrong with their water as it looked like they were using too much. The problem wasn't just a few gallons, they had gone through tens of thousands of gallons of water, and it was very expensive. It seems like the city is more prepared now to let residents know much sooner about leaks so they are informed. He thinks this is a great program. He also noted that he is not sure why, but in his subdivision alone, the flip the strip idea has really caught on. They will be redoing a bunch of homes on his cul-de-sac and he suggested to our City Deputy Manager Dustin Lewis and the council that they should select a major corridor and completely flip the strip in that corridor as an example, just as Merit Medical has done.

Director of Public Works Jason Rasmussen noted that a park strip master plan was mentioned earlier, and their plan is to bring that to share with the council in a work session. That will show the plans for all the corridors, beginning the start of next year.

Council Member McGuire would love to see the city's water savings celebrated with possibly a short video for social media, thanking the residents for saving that specific amount of water. He asked if it was possible on the water bills to include a graph showing water usage. He knows you can go to the water portal to see it, but many residents when they see their bill aren't thinking about going to the water portal.

Director Rasmussen said they have met with our utility billing, and they have gotten with the company that produces our utility bills. We have a ticket in with them to change up the bill just a little bit to show that, because he agrees it is very useful to see the yearly comparison.

Mayor Pro Tempore McGuire noted that they currently have the bar graph showing how you used water compared to your neighbor, however you don't know if that's comparing you to the neighbor next door with the same yard, or down the street where the neighbors have no yard. Seeing the graph showing personal usage compared to what has been used in the past would give him better information to base changes off of. He then brought up possible incentives for hot water circulators. Older homes require you to wait a few minutes for hot water, however his home he purchased in Daybreak came with a hot water circulator so you get instant hot water; he thinks that incentivizing that would also save money over time.

Director Rasmussen said he familiarized himself with that and spoke with a building official, but they haven't made a ton of progress as of yet. That is something that they have looked at, and can continue to look at. Some states actually require that because it saves water.

Council Member McGuire thanked the Public Works Department for all their hard work on water conservation, they are taking on a big effort to try and get residents to conserve water.

## **H. Action Items**

**H.1.** Resolution R2022-43, Authorizing and approving the execution of a loan agreement with the Utah Department of Transportation to Finance Transportation Infrastructure projects within the City; providing for the publication of a notice of this Resolution and the running of the contest period; and related matters (*By CFO Sunil Naidu*).

CFO Sunil Naidu reviewed background information from the Staff Report.

There was some confusion, as this was not published as a public hearing.

Attorney Loose said the published resolution did talk about a public hearing, so to be safe this could be tabled and noticed as a public hearing for a future meeting. There have not been any inquiries received that he is aware of in regards to this item from the public.

CFO Sunil Naidu said the resolution also requires him to publish this after approval with a 30 day contest period before he can take any action.

Attorney Loose said that if someone contested it during that time, it would be brought back to the council to rectify any possible issues. That being said, he still thinks it is okay to vote on this tonight if CFO Naidu feels comfortable with that.

Council Member Shelton asked if the timing is urgent on this, would it be an issue if this was tabled for a month.

Director of Engineering Brad Klavano said that in regards to the project, it would be okay to wait a month; they are still waiting for UTA to sell us the property and part of this money will pay for that.

Council Member Shelton said there might be someone out there looking to capitalize on something like this, so he thinks tabling it might be the safer option.

Council Member Marlor does think it should be tabled, but he also thinks that if there is anyone here to comment they should be given the chance to do so.

Mayor Pro Tempore McGuire opened the public hearing for comments. There were no comments either in-person or online, and the hearing was closed for comments.

**Council Member Shelton motioned to table Resolution R2022-43, Authorizing and approving the execution of a loan with the Utah Department of Transportation to finance Transportation Infrastructure projects within the City, until the November Council Meeting. Council Member Zander seconded the motion; vote was unanimous in favor.**

**H.2. Resolution R2022-44, Authorizing the Mayor to sign a Master Landscape Agreement with Utah Department of Transportation (By City Engineer Brad Klavano).**

City Engineer Brad Klavano reviewed background information from the Staff Report.

**Council Member Zander motioned to approve Resolution R2022-44, Authorizing the Mayor to sign a Master Landscape Agreement with Utah Department of Transportation. Council Member Marlor seconded the motion; vote was unanimous in favor.**

## **I. Staff Reports and Calendaring Items**

Deputy Manager Lewis reminded everyone the next meeting will be the Strategic Planning Meeting on November 9. Dinner will be provided at 5:30 p.m., and the meeting will start promptly at 6:00 p.m.

Attorney Loose thanked the council members for meeting with our representatives at the luncheons scheduled.

Manager Whatcott shared that he and Police Chief Jeff Carr will be testifying at a legislative interview meeting on the role of the Sheriff. Representative Jordan Teuscher is running legislation about the way the general fund is being collected for law enforcement services through the Sheriff's office, which is extracted from our residents. There has been some concern about how that money is dispersed to UPD and some controversy about how those funds are being used.

**Council Member Marlor motioned to move to Executive Closed Session from the Council Meeting. Council Member Shelton seconded the motion; vote was unanimous in favor.**

*ADJOURN COUNCIL MEETING AND MOVE TO EXECUTIVE CLOSED SESSION*

## **J. Executive Closed Session**

**J.1.** Discussion of the character, professional competence, or physical or mental health of an individual.

*ADJOURN EXECUTIVE CLOSED SESSION AND MOVE BACK TO THE REGULAR COUNCIL MEETING.*

**Council Member Shelton motioned to adjourn the City Council meeting. Council Member Marlor seconded the motion; vote was unanimous in favor. Council Member Marlor was absent from the vote.**

#### **ADJOURNMENT**

The October 18, 2022 City Council meeting adjourned at 8:22 p.m.

UNAPPROVED

Proclamation  
of the  
City of South Jordan

In Recognition of Lung Cancer Awareness Month

**Whereas**, lung cancer is the leading cause of cancer death among men and women in the United States and Utah, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and

**Whereas**, according to the Centers for Disease Control and Prevention, there were 3,518 new lung cancer cases and 2,281 deaths because of lung cancer between 2015 and 2019 in Utah; and

**Whereas**, the 5-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage; and

**Whereas**, screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial; and

**Whereas**, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities; and

**Whereas**, lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men; and

**Whereas**, African Americans have the highest lung cancer incidence and mortality of all races, and disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities; and

**Whereas**, lung cancer in never smokers is the 7th leading cause of cancer-related death and accounts for 17,000-26,000 deaths in the US every year, 60-70% of never smokers diagnosed with lung cancer are women, and the proportion of lung cancers diagnosed in never smokers is increasing in the US; and

**Whereas**, organizations working in Utah, such as the American Lung Cancer Screening Initiative, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Utah.

**Now, Therefore**, I, Mayor Dawn R. Ramsey, and the South Jordan City Council, do hereby proclaim November 2022 as Lung Cancer Awareness Month in South Jordan, and recognize the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens, to learn about lung cancer and early detection through lung cancer screening.

Signed this 15th Day of November, 2022

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Dawn R. Ramsey, Mayor

ATTEST:

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Anna Crookston, City Recorder

## RESOLUTION R2022 - 41

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ADOPTING CITY-WIDE POLICY 210-01 PURCHASING.

**WHEREAS**, Utah Code Annotated §10-7-86 allows the City Council to adopt any or all of the provisions of the Utah Procurement Code; and

**WHEREAS**, the South Jordan City Council has adopted an ordinance, codified in the South Jordan Municipal Code §3.04.020, which requires all City procurements be conducted in accordance with the rules and regulations adopted by the City Council; and

**WHEREAS**, the City Council previously adopted procurement rules and regulations by resolution in the form of a Purchasing Policy, the last revision of which was adopted in 2016 via Resolution R2016-20; and

**WHEREAS**, City staff recommends updating the City's Purchasing policy to align with recent updates to Utah Code, and to revise and clarify provisions of the policy so it is easier to use; and

**WHEREAS**, the South Jordan City Council finds it in the best interest of the City to adopt the proposed City Wide Policy 210-01 Purchasing, in place of the previously adopted version of this policy.

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

**SECTION 1. Adoption of City-wide Policy 210-01.** The City of South Jordan City-wide Policy 210-01 Purchasing, attached, is hereby adopted.

**SECTION 2. 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 \_\_\_\_\_, 2022 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

**CITY OF SOUTH JORDAN  
CITY-WIDE POLICY 210-01  
Purchasing**

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*City of South Jordan City-wide Policy 210-01 Purchasing  
Effective  
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- ~~9.4.~~

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## 1. PURPOSE

This Policy establishes operational policies for the City's purchasing process which assures the community that goods and services required to support the operation of City government are procured in a manner consistent with provisions of the City's Code, State Code and Administrative Rules, and Federal laws where applicable OMB Uniform Guidance (2 CFR 5 200). The City is committed to fairness and equal opportunity with integrity and openness that results in the best value for the City. The statements contained in this policy represent the basic intentions and goals of the City. Nothing in this statement shall create rights or interests in third parties, impose obligations upon, or create causes of action against the City, its officers, agents, or employees. Failure to follow the procedures set forth herein may be remedied by a City Council determination, as defined by this policy, unless otherwise provided by law.

~~This document supersedes the previously adopted purchasing policy.~~

## 2. RESPONSIBILITY

~~The responsibility of compliance with this policy rests with employees who perform purchasing functions~~ Department Directors, the Purchasing Officer, the Finance Department, and the Office of the City Manager ~~are responsible~~ responsible to comply for compliance with this policy.

## 3. DEFINITIONS

### 3.1.

**1.3.1. Addendum or Amendment** - any written modification or revision to any bid document or contract document.

**2.3.2. Bid** - unless otherwise specified, represents all forms of solicitation including, but not limited to, Request for Quote (RFQ), Invitation for Bid (IFB), Request for Proposal (RFP), and Request for Statement of Qualifications (RFSQ). and Formal Quotes.

**3. Competitive Sealed Bidding** - a process in which vendors are invited to submit formal sealed bids to provide a designated product or to complete a designated project in accordance with specifications provided by the City.

### 3.3.

**4. Commodity** - goods or services.

### 3.4.

**5. Contract** - all types of City agreements, regardless of what they may be called, for the purchase or disposal of real or personal property or services.

### 3.5.

**6. Cooperative Procurements** - the combining of requirements for two or more purchasing units outside the City, in order to obtain the benefits of volume purchases and/or reduction in administrative efforts and costs.

### 3.6.

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~~7.~~ **Emergency Purchase** – a purchase that must be made quickly that would not be practical to go through the procurement process. Failure to anticipate a need or situation created by improper planning or negligence is not to be considered an emergency.

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~~8.~~ **Declared Emergency** - emergency or disaster situation where the need for response exceeds all capabilities. A condition that requires emergency assistance to save lives and/or to protect property, public health and safety, and to reduce the threat and effects of a disaster. A Declaration of Emergency is necessary to access specified extraordinary powers considered necessary to prevent, respond to or alleviate the effects of the Emergency or Disaster.

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~~9.~~ **Good** - a tangible product that is not money or real estate. The term “**Good**” shall be interchangeable with the terms “**Supply**,” “**Merchandise**,” “**Product**,” “**Material**,” “**Item**,” “**Personal Property**,” etc., for the purpose of this policy.

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~~40.~~ **Immaterial Error** - an irregularity or abnormality that is a matter of form that does not affect substance, or an inconsequential variation from a requirement of a solicitation that has no, little, or trivial effect on the procurement process and that is not prejudicial to other vendors.

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~~3.10.~~

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~~41.~~ **Informal Quote** – A process in which requests for a quote are sent directly to vendors to obtain pricing by any authorized buyer for the City.

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~~41.1.~~ **Insufficient Response** –

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~~41.2.~~ Where one (1) or less response is received to any Invitation for Bid (IFB), Request for Proposal (RFP), or Request for Statement of Qualifications (RFSQ).

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~~12.~~ Where two (2) or less quotes are received in response to a ~~Formal Quote or Request for~~ Quotes.

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~~3.12.2.~~

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~~43.~~ **Invitation for Bid (IFB)** - a solicitation process where bids are solicited from potential vendors. The term “**Invitation for Bid**” shall be interchangeable with the term “**Request for Bid**” for the purpose of this policy.

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~~43.1.~~ **Professional Services** - means labor, effort, or work that requires an elevated degree of specialized knowledge and discretion, including but not limited to labor, effort, or work in the field of:

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~~3.14.~~

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~~43.2.~~ Accounting;

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~~43.3.~~ Architecture;

~~3.14.2.~~

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~~43.4.~~ Artistic endeavors;

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~~3.14.3.~~

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~~13.5.~~ Construction design and management;

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~~13.6.~~ Engineering;

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~~13.7.~~ Financial services;

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~~13.8.~~ Information technology;

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~~13.9.~~ Insurance;

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~~3.14.8.~~

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~~13.10.~~ Law;

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~~13.11.~~ Lobbying;

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~~13.12.~~ Medicine;

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~~13.13.~~ ~~Psychiatry~~ Mental Health Services;

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~~3.14.12.~~

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~~15.~~ **Project Manager (PM)** - the City employee, designated by a Department Director, who is in charge of managing a specific purchase ing process. This person is the main point of contact for the purchase and is the individual ultimately responsible for oversight and execution of the purchase.

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~~16.~~ **Protestor** – One who has standing to file a protest to challenge the award or proposed award of a contract for the procurement of goods and services.

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~~16.1.~~ **Purchasing** - the process of buying, procuring, renting, leasing, or otherwise acquiring any commodity ~~or real property~~. The term “**Purchasing**” shall be interchangeable with the term “**Procurement**” for the purpose of this policy. It also includes all functions that pertain to the obtaining of any commodity, including:

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~~16.2.~~ Description of requirements;

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~~3.17.1.~~

~~16.3.~~ Selection and solicitation of bids, proposals, qualifications, or quotes;

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~~3.17.2.~~

~~16.4.~~ Preparation and award of contract; and

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~~3.17.3.~~

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~~17.~~ All phases of contract administration.

~~3.17.4.~~

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~~18.~~ **Purchasing Coordinator** - an authorized ~~agent employee~~ of the City who facilitates the City's purchasing functions.

~~3.18.~~

~~3.19.~~ **Purchasing Committee** - a committee appointed to perform the duties as specified in this Policy.~~enumerated in the Policies and Procedures section of this policy~~

~~19.~~

~~20.~~ **Purchasing Officer** - the Chief Financial Officer (CFO) of the City who oversees the City's purchasing functions and ensures purchases align with the purchasing this policy.~~the purchasing this policy.~~

~~3.20.~~

~~21.~~ **Purchasing Tools** - the City's preferred methods of advertising and hosting solicitations. These tools shall be selected and approved by the Purchasing Officer.~~These tools shall be selected and approved by the Purchasing Officer.~~

~~3.21.~~

~~22.~~ **Related Party** - any party, whether an individual, corporation, partnership, association, limited liability company, or any other form of business association or other entity whatsoever related to any vendor by blood, marriage, ownership, or contract within the first degree of consanguinity, through which the party has a relationship of ownership, or other interest with the vendor, so that the party will actually, or by effect, receive or control a portion of the benefit or profit, ~~or other consideration from performance of a vendor contract.~~

~~3.22.~~

~~23.~~ **Request for Information (RFI)** - a solicitation process where written information, comments, or suggestions are requested from potential vendors. An RFI is not a bid process resulting in a purchase or contract.

~~3.23.~~

~~24.~~ **Request for Proposal (RFP)** - a solicitation process where proposals are solicited from potential vendors.

~~3.24.~~

~~25.~~ ~~Formal Quote~~ **Request for Quote** - a solicitation process where signed quotes are obtained from potential vendors.

~~3.25.~~

~~26.~~ **Request for Statement of Qualifications (RFSQ)** - a ~~two-step~~ solicitation process where qualifications are solicited from potential vendors.

~~3.26.~~

~~27.~~ **Responsible Bidder** - a vendor who has the capability in all respects to fully perform the agreement requirements and is determined to have the experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The term "Responsible Bidder" shall be interchangeable with the term "Responsible Vendor" for the purpose of this policy.

~~3.27.~~

~~28.~~ **Responsive Bidder** - a vendor who has submitted a bid which conforms in all material respects, including exceptions, to the requirements set forth in the RFQ, IFB, RFP, or RFSQ, ~~or Formal Quote.~~

~~3.28.~~

~~29.~~ **Separation of Cost Method** - process of evaluating RFPs where cost is evaluated separately from the rest of the criteria established in the RFP.

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~~3.29.~~

~~29.1. Sole Source Procurement~~ - a situation where a service, product, or requirement is available only from a single vendor. Examples of circumstances which may necessitate sole source purchase include:

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~~3.30.~~

~~29.2.~~ The City needs a supply or service of a unique or specialized nature and only one known vendor is available to meet the need.

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~~3.30.1.~~

~~29.3.3.30.2.~~ Specific parts, accessories, equipment, materials, services, proprietary commodities, or other commodities are necessary to meet the City's needs and there are no comparable commodities available.

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~~30. Service~~ - any effort, labor, or work performed that is beneficial to the City. It includes professional services but does not include labor, effort, or work provided under an employment agreement.

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~~3.31.~~

~~31. Specification~~ - any description of the physical or functional characteristics or nature of a commodity. It may include, but is not limited to, a description of any requirement for inspecting, testing, or preparing a commodity for delivery.

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~~3.32.~~

~~32. Standing~~ - to have suffered an injury or harm or to be about to suffer imminent injury or harm, if:

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~~3.33.~~

~~32.1.~~ The cause of injury or harm is:

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~~3.33.1.~~

~~32.1.1.~~ An infringement of the protestor's own right and not the right of another person who is not a party to the purchase; and

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~~3.33.1.1.~~

~~32.1.2.~~ Reasonably connected to the purchasing unit's City's conduct; and

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~~3.33.1.2.~~

~~32.1.3.3.33.1.3.~~ The sole reason the protestor is not considered, or is no longer considered, for an award of a contract for the purchase that is the subject of the protest; AND

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~~32.2.3.33.2.~~ The protestor has the legal authority to file the protest on behalf of the actual or prospective bidder or prospective contractor involved in the procurement that is the subject of the protest.

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~~33. Substantial Savings~~ - savings of considerable size or amount of value and/or time.

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~~34.3.35.~~ Vendor - any person or entity who does business with the City or is seeking to enter into a contract with the City, other than as an employee or volunteer, whether by purchasing, selling, constructing, or providing services or commodities. This includes a bidder, offeror, or

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approved vendor. The term "Vendor" shall be interchangeable with the terms, "Bidder," "Provider," "Contractor," "Consultant," etc., for the purpose of this policy.

### 3.1. OVERSIGHT AND DUTIES

#### 4.

##### a. Purchasing Committee

##### 4.1.

- i. **Authority:** The purpose of the Purchasing Committee is to provide guidance and oversight over the purchasing policy and processes. The Purchasing Committee will have specific authority in the following instances;

ii.

##### 4.1.1.

- iii. Review and recommend any proposed changes to the current policy to the City Manager. These recommendations will be required to be approved by the City Council before taking effect.

##### 4.1.1.1.

- 4.1.1.2. Review written protests and issue written determinations.

- 4.1.1.3. Review internal disputes between Purchasing Coordinator and Department Directors when Department Directors disagree with either the Purchasing Coordinator's or the Purchasing Officer's interpretation of this pPurchasing pPolicy. for appeals regarding the purchasing policy and interpretation by the Purchasing departmentCoordinator. All disputes or clarifications need to be originated by the Purchasing Coordinator. Departments may appeal the decision by sending written documentation to the Purchasing Coordinator describing the specific dispute, clarification sought, and any support. The written documentation will be forwarded to the Purchasing Committee along with an explanation from the Purchasing Coordinator.

##### iv. 4.1.4. A

- v. All external protests and appeals must follow the policies and procedures stated in Section 8 of this policy.

- Authorize the City's use of any cooperative purchases based outside the State of Utah.

- Certify sole source and special opportunity purchases.

- vi. Approve contracts exceeding five (5) years in any sequence of renewal options. The approval must be in writing.

##### 4.1.1.4.

- vii. 4.1.1.5. Perform other specific duties or authority as described elsewhere in this policy.

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~~b-4.1.1.2. The Purchasing Committee will be a standing committee that will meet as necessary.~~

~~The committee will establish its own rules and processes at its discretion for performing the duties established in this policy.~~ Duties: The Purchasing Committee will be a standing committee that will determine the processes for performing the duties established in this policy.

#### 4.1.3. Composition;

The Purchasing Committee shall comprise three (3) members. Additional members shall be appointed by the City Manager on a permanent or as-needed basis. Membership shall include one member from the following Departments;

4.1.3.1. One (1) member from the Office of the City Attorney, appointed by the City Attorney.

a) One (1) member from the Office of the City Manager, appointed by the City Manager.

b)

4.1.3.2.

c) One (1) member from the Finance Department, appointed by the Chief Financial Officer/Budget Officer.

4.1.3.3.

d. Replacement: If the appointed member is no longer available to serve on the committee, the responsibility to serve falls on the City Attorney, City Manager, and CFO/Budget Officer respectively, until a replacement is appointed.

~~i. One (1) member from the Office of the City Attorney, appointed by the City Attorney.~~

~~ii. One (1) member from the Office of the City Manager, appointed by the City Manager.~~

~~One (1) member from the Finance Department, appointed by the Chief Financial Officer/Budget Officer.~~

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If the appointed member is no longer available to serve on the committee, the responsibility to serve falls on the City Attorney, City Manager, and CFO/Budget Officer respectively, until a replacement is appointed.

#### 4.1.4.

**2. Purchasing Officer** - The role of the Purchasing Officer is to oversee the City's procurement system.

#### 4.2.1.

**4.2.** Identifies and remediates any issues of non-compliance with the Department Directors.

a. Select and approve purchasing tools.

#### 4.2.2.

b. Resolve dispute between the Purchasing Coordinator and the Department Directors.

**3.4.3. Purchasing Coordinator** - The role of the Purchasing Coordinator is to facilitate processes within the City's procurement system.

a. 4.3.1. Coordinates purchasing processes with Departments.

b. 4.3.2. Clarifies, explains, applies, and ensures compliance with City policies and ordinances.

c. 4.3.3. Reports potentially non-compliant purchases to the Purchasing Officer.

**Department Director** - The role of the Department Director is to oversee the department's procurement.

#### 4.4.

Determines the method of purchasing is consistent with City policies and ordinances prior to the purchase being made.

#### 4.4.1.

a. Ensures purchases are made in a fiscally responsible manner.

#### 4.4.2.

b. 4.4.3. Investigates non-compliant purchases within the Department. Determines disciplinary action for failure to follow this policy according to the guidelines established in the City's Employee Handbook.

**4.4.5. Project Manager** - The role of the Project Manager is to procure commodities following the City's procurement policy and procedures.

4.5.1. Work with the Department Director or designee and Purchasing Coordinator to determine the method of purchasing consistent with this policy prior to the purchase.

a. 4.5.2. Oversee the content needed to prepare City documents such as RFQs, IFBs, RFQs, RFSQs, or RFIs.

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**3.2. PROCUREMENT GUIDELINES****5.****5.1.****3.2.1. Monetary Limits****3.2.2.**

**5.1.1.** This policy establishes the following monetary limits and methods of competitive purchasing. Except as otherwise allowed by this policy in Section ~~47, Non-Competitive~~ **Competitive Purchasing** ~~Exceptions to the Procurement Processes~~, the City shall conform to the following ~~bid~~ limits:

**3.2.2.1.**

**5.1.1.1.** Small Purchases ~~between \$0 and \$9,999.995,000.00~~; may be made with the Department Director's approval, with or without competitive sealed bids, proposals, or quotes. However, it is recommended that Departments take reasonable steps to assure fair pricing.

~~5.1.1.2. Small purchases do not require public solicitation or public notice and must conform with the following:~~

~~— The individual procurement item threshold is \$5,000, and~~

~~— Procurement from a single procurement source at one time is limited to \$10,000.00,~~

~~and~~

~~— The annual cumulative threshold for purchases made from one source is \$50,000.00,~~

~~and~~

~~— If possible the City shall use a rotation system for small purchases to allow for competition.~~

~~— Small Purchases for Design Professional Services, Professional Service Providers, Medical providers and Consultants must conform to the following:~~

~~— The threshold is a maximum of \$100,000.00 per project.~~

~~— Services of \$100,000.00 or less may be procured by direct negotiation after reviewing qualifications of a minimum of three professional firms, service providers, or individuals.~~

~~— If using an approved vendor list, the three vendors selected shall be selected in a fair manner (a rotation system, or other method approved by pProcurement oOfficial).~~

~~— Small Purchases for Construction Projects shall conform to the following:~~

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~~The threshold for construction projects per individual project is \$100,000.00 for direct construction costs, including design and allowable furniture or equipment costs.~~

~~The procurement official may procure small construction contracts up to a maximum of \$25,000.00 by direct award without seeking competitive bids or quotes.~~

~~3.2.2.1.1. Projects costing between \$25,000.00 and \$100,000.00 must have a minimum of two competitive quotes prior to award and be awarded to the lowest bidder.~~

~~3.2.2.1.2. Small purchases for Construction projects using an approved vendor list shall comply with Utah Admin Rule R33-5-106.55.5~~

~~3.2.2.1.3. Purchases between \$510,000 and \$49,999.99 - shall be made only after:~~

~~3.2.2.1.4. 5.1.1.2.1. Soliciting at least ~~two~~three (32) Requests for Quotes, or~~

~~5.1.1.2.2. Completing the competitive sealed bidding process, or~~

~~3.2.2.1.5. 5.1.1.2.3. Completing a non-competitive purchasing process as allowed under this policy.~~

~~3.2.2.2.5.1.1.3. Purchases of or exceeding \$50,000.00 - shall be made only after completing and IFB the other competitive sealed bidding process.~~

~~3.2.3. Subdividing contracts, purchases, or professional services for the purpose of evading the requirements for Request for Quotes or competitive sealed bidding is prohibited.~~

~~5.1.2~~

~~3.2.3.1.5.1.1.1. Recurring purchases that exceed a cumulative \$25,000.00-\$350,000.00 in a twelve (12) month fiscal period shall be made only after completing the competitive Request for Quote process or sealed bidding process.~~

~~3.2.3.2.5.1.1.2. It is recommended Departments take steps to anticipate and track recurring miscellaneous purchases to ensure policy compliance.~~

### ~~3.3.5.2. Duration of Bid~~

~~3.3.1.5.2.1. The bid period for IFBs, RFPs, and RFSQs shall be no less than five (5) business days, unless otherwise required by State or Federal law. Bid periods should take into account the overall size and complexity of the project, the project schedule, and the current bidding climate.~~

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~~3.3.2.5.2.2.~~ The question and answer period shall not close less than 24 hours prior to the bidding deadline.

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~~3.3.3.5.2.3.~~ If an addendum is released, the bid shall not close within 48 hours or two business days of the addendum being released and may require an extension of the bidding deadline.

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### ~~3.4.5.3.~~ Competitive Sealed Bidding and Proposals

~~3.4.1.5.3.1.~~ Any purchase may go through the competitive sealed bidding method, but purchases of ~~\$25,000.00~~ \$50,000.00 or more are required to go through the competitive sealed bidding process unless it's a non-competitive purchase.

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~~3.4.2.5.3.2.~~ Contracts or agreements made for purchases of goods or services or other commodities exceeding ~~\$25,000.00~~ \$50,000.00 shall only be made after soliciting bids or proposals from potential vendors in fair and open competition, using the City's preferred purchasing tools.

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~~3.4.3.5.3.3.~~ Bids and proposals shall be received in a sealed manner and not opened until the time established in the formal solicitation. This is done electronically if the City's preferred purchasing tool allows.

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### ~~3.5.5.4.~~ Bidding Guidelines

~~3.5.1.5.4.1.~~ The following additional bidding guidelines apply to all RFQs, IFBs, RFPs, and RFSQs released by the City:

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~~3.5.1.1.5.4.1.1.~~ **Receipt of Bids** - Bids, proposals, and quotations shall not be accepted or received after the time set in the bid documents.

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~~3.5.1.2.5.4.1.2.~~ **Withdrawal of Bids** - Bids or proposals may be revised, modified, or withdrawn by the potential vendor at any time prior to opening. Any such revision, modification, or withdrawal shall be in writing and given to the Purchasing Coordinator or follow the process allowed by the City's preferred purchasing tool. After the bids are opened, they shall be irrevocable for the period specified in the bid documents. Correction or withdrawal of erroneous bids after opening, or cancellation of awards or contracts based on such bid mistakes, shall not be permitted except as authorized elsewhere in this policy or as stated in the bid documents.

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~~3.5.1.3.5.4.1.3.~~ **Relief Due to Computation Error** - Any potential vendor who seeks to withdraw or modify a bid because of computational error shall notify the Purchasing Coordinator no later than ~~three (3) business days~~ 24 hours following the bid closing, unless specified otherwise in the bid documents. The potential vendor shall provide worksheets and other information as appropriate or required

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by the City to substantiate the claim of inadvertent error. Failure to do so may bar such relief. The decision(s) to permit corrections or withdrawals of bids after the bid has been opened will be made by the Department Director, upon consultation with the Purchasing Coordinator.

**3.5.1.4.5.4.1.4. Immaterial Errors** - The Department Director, in consultation with the Purchasing Coordinator, may allow a vendor to correct an immaterial error in response to a solicitation process but may not allow a vendor to do any of the following after the bid has closed:

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**3.5.1.4.1.5.4.1.4.1.** Correct any deficiency, inaccuracy, or mistake in a solicitation response that is not an immaterial error;

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**3.5.1.4.2.5.4.1.4.2.** Correct incomplete submission of documents required in the solicitation;

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**3.5.1.4.3.5.4.1.4.3.** Correct a failure to submit a timely solicitation response;

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**3.5.1.4.4.5.4.1.4.4.** Substitute or alter a required form or other document specified in the solicitation;

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**3.5.1.4.5.5.4.1.4.5.** Remedy a cause for a vendor being considered to be not responsible or a solicitation response not responsive; or

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**3.5.1.4.6.5.4.1.4.6.** Correct a defect or inadequacy resulting in a determination that a vendor's solicitation response does not meet the mandatory minimum requirements or evaluation criteria.

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Immaterial errors may be corrected by a vendor if responses are received within the timeline specified by the Department Director. Written documentation supporting the reason to allow the correction will be sent by the Department Director to the Purchasing Coordinator and placed in the purchasing file.

**3.5.1.5.5.4.1.5. Tie Bids/Proposals/Quotes** - In the event two or more bids, proposals, or quotes are equal in evaluation criteria or price, and are submitted by responsive and responsible vendors, the Department Director, after consultation with Project Manager and the Purchasing Coordinator, may negotiate with the bidders and obtain the best bid possible.

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**3.5.1.6.5.4.1.6. Clarifying Information** – After a bid has closed, the Purchasing Coordinator or Department Director may at any time make a written or verbal request to a vendor to clarify information contained in a responsive solicitation response. Vendors shall respond in writing or verbally within the time frame established by the

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Purchasing Coordinator or Department Director. A vendor's response to a request for clarification under this policy:

~~3.5.1.6.1~~5.4.1.6.1. May only explain, illustrate, or interpret the contents of the vendor's original solicitation response;

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~~3.5.1.6.2~~5.4.1.6.2. May not be used to address criteria or specifications not contained in the vendor's original solicitations response; and

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~~3.5.1.6.3~~5.4.1.6.3. May not be used to correct a deficiency, inaccuracy, or mistake in a solicitation's response that is not an immaterial error as identified elsewhere in this policy.

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Any information requested and received must be made part of the purchasing file.

~~3.5.1.7~~5.4.1.7. **Non-Disclosure and Conflict of Interest Requirement** - All participants involved in the selection and awarding process of any ~~IFB~~ RFP or RFSQ ~~where the purchase amount is expected to exceed \$5,000-\$10,000.00~~ must sign a Non-Disclosure and Conflict of Interest Agreement specific to the ~~IFB~~, RFP or RFSQ. This form is in addition to any general non-disclosure agreements and conflict of interest disclosures required by the City.

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~~3.5.1.8~~5.4.1.8. **Non-Responsive Bids** - The Department Director, in consultation with the Purchasing Coordinator, may reject any bid or proposal which is materially non-responsive to the requirements set forth in the bid documents. The rejection reason shall be made part of the purchasing file.

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~~3.5.1.9~~5.4.1.9. **Cancellation and Rejection of Bids** - An RFQ, IFB, RFP, or RFSQ may be canceled at any time or may be rejected in whole or in part as specified in the solicitation if it is in the best interest of the City. Any cancellations or rejections can be made at the reasonable discretion of the Department Director responsible for the purchase, upon consultation with the Purchasing Coordinator. The cancellation reason shall be made part of the purchasing file.

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Any RFQ, IFB, RFP, or RFSQ, may be cancelled prior to the award at the City's discretion. If the City decides after cancellation to re-solicit a bid, the re-solicitation shall not be for the purpose of directing the award to a particular vendor.

~~3.5.1.10~~5.4.1.10. **Right to Disqualify** - The City reserves the right to disqualify any vendor or subcontractor as stated in this policy. The City also reserves the right to review and consider all subcontractors individually when hired by a general

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contractor and consider their qualifications as outlined in this policy. The City reserves the right to deny any or all bids with or without cause. All disqualifications will be approved by Department Director, upon consultation with the Purchasing Coordinator.

~~3.5.1.11.5.4.1.11.~~ **Determination of a Non-Responsible Vendor** - Written determination of a non-responsible vendor shall be made in accordance with this section. The unreasonable failure of a vendor to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to the vendor's bid or offer.

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After reasonable notice to the person(s) involved, the Department Director ~~or project manager, in consultation with the Office of the City Attorney~~ ~~he legal department~~ and the Purchasing Coordinator, may disqualify a vendor from consideration for the award of a contract. The determination of non-responsibility shall be made in writing to the Purchasing Coordinator and will be made part of the purchasing file.

~~3.5.1.12.5.4.1.12.~~ **Confidential Information** – If a contractor or vendor believes any information in a proposal or bid should be held confidential for business reasons, the contractor or vendor must submit a written claim of business confidentiality for that particular information with reasons supporting the claim. Otherwise, all information submitted in a proposal becomes public information and may be requested in accordance with the Government Records Access and Management Act (GRAMA).

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~~3.5.1.13.5.4.1.13.~~ **Ineligibility** - In addition to all other remedies permitted by law, the Department Director, in consultation with the Purchasing Coordinator may declare a potential vendor ineligible to bid on City purchases and public service contracts for a period not to exceed three (3) years in circumstances identified in this Section.

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In such circumstances, the Department Director must submit written support for the determination of ineligibility to the Purchasing Coordinator. The City shall take all reasonable steps to declare a potential vendor ineligible before a bid/proposal is submitted but may declare a potential vendor ineligible after a bid has been submitted. A potential vendor can be declared ineligible for any of the following grounds:

~~3.5.1.13.1.5.4.1.13.1.~~ Two or more claims of computational errors in bid submissions within a two (2) year period;

~~3.5.1.13.2.5.4.1.13.2.~~ An unjustified refusal to provide or execute contract documents;

~~3.5.1.13.3.5.4.1.13.3.~~ Unsatisfactory performance of a contract;

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3.5.1.13.4-5.4.1.13.4. Unjustified refusal to perform or complete contract work or warranty performance;

3.5.1.13.5-5.4.1.13.5. Unjustified failure to honor or observe contractual obligations or legal requirements pertaining to the contract;

3.5.1.13.6-5.4.1.13.6. Conviction under state or federal statutes for fraud or bribery;

3.5.1.13.7-5.4.1.13.7. Theft, falsification, or destruction of records;

3.5.1.13.8-5.4.1.13.8. Receiving stolen property or any other similar crimes;

3.5.1.13.9-5.4.1.13.9. Offense indicating a lack of business integrity which would directly affect the reliability and credibility of the performance of such a vendor with future contracts with the City;

3.5.1.13.10-5.4.1.13.10. Not a responsible bidder or vendor.

#### **4.6. PROCUREMENT METHODS COMPETITIVE PURCHASING PROCESSES**

##### **9.6.1. Request for Information (RFI)**

##### **6.1.**

9.6.2. A Request for Information is a solicitation method which can be used to obtain information, comments, or suggestions from potential bidders or vendors before issuing an Invitation for Bid (IFB), Request for Proposal (RFP), or Request for Statement of Qualifications (RFSQ). An RFI can be useful in order to prepare to issue an IFB, RFP, or RFSQ for an unfamiliar or complex purchase or in other instances as identified in this section. Each RFI will be released through the City's preferred purchasing tool for any specified period of time determined reasonable to gather the requested information.

##### **6.1.1.**

9.6.3-6.1.2. An RFI is NOT a purchasing process and may not be used to:

9.6.3.1-6.1.2.1. Solicit cost, pricing, or rate information;

9.6.3.2-6.1.2.2. Negotiate fees;

9.6.3.3-6.1.2.3. Make a purchase; or

9.6.3.4-6.1.2.4. Enter into a contract.

9.6.4-6.1.3. A response to an RFI is not an offer and may not be accepted to form a binding contract.

9.6.5-6.1.4. An RFI may seek a wide range of information including but not limited to:

9.6.5.1-6.1.4.1. Availability of a purchasing commodity;

9.6.5.2-6.1.4.2. Delivery schedules;

9.6.5.3-6.1.4.3. Industry standards and practices;

9.6.5.4-6.1.4.4. Product specifications;

9.6.5.5-6.1.4.5. Training;

9.6.5.6-6.1.4.6. New technologies;

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~~9.6.5.7.6.1.4.7.~~ Capabilities of potential vendors of a purchasing commodity; and  
~~9.6.5.8.6.1.4.8.~~ Alternate solutions.

~~9.6.6.6.1.5.~~ The City may use the information obtained through the RFI process in other bid processes required by this policy. The information may not be used as an alternative to following this policy.

#### ~~4.1.6.2.~~ Informal Quote

~~4.1.1.6.2.1.~~ Any purchase ~~under \$5,000~~ between \$0 and \$9,999.99 may be made utilizing the Informal Quote process. Informal Quotes are not required but encouraged to ensure competitive pricing is received by the City. Requests for Informal Quotes should be sent to three vendors via phone call, email, fax, or any other method to obtain pricing by any authorized buyer for the City. Documentation is not required by the Purchasing Coordinator, but the department should keep records as needed to support the purchase, including Department Head approval of the purchase.

#### ~~4.2.6.3.~~ ~~Formal Quote or~~ Request for Quote (RFQ)

~~4.2.1.6.3.1.~~ Any purchase between ~~\$5,000.00 and \$24,999.99~~ \$10,000.00 and \$49,999.99 ~~may~~ shall be made utilizing this Request for Quote ~~Formal Quote~~ process, other competitive bidding option, or non-competitive process as allowed under this policy. ~~Formal~~A Request for Quote must comply with the following policies and procedures:

~~4.2.1.1.6.3.1.1.~~ A ~~Request for Formal~~ Quote must be sent to a minimum of three (3) vendors with the request that the vendor send a written quote with pricing by the time frame identified in the solicitation.

~~4.2.1.2.6.3.1.2.~~ A minimum of three (3) quotes are required to be received by the established time frame or the purchase must go through the competitive sealed bidding process, or other process unless otherwise allowed for elsewhere in this policy.

~~4.2.1.3.6.3.1.3.~~ A public notice for ~~Formal~~ a Request for Quote is not required.

~~4.2.1.4.6.3.1.4.~~ All ~~Formal~~ Requests for Quotes will be solicited by the Purchasing Coordinator via email to the vendor or submission through the City's preferred purchasing tool.

~~4.2.1.5.6.3.1.5.~~ Selection and awarding will be based on the vendor with the lowest cost, who is responsive to requirements in the ~~Formal Quote~~ Request for Quote documents without material exception, and who is responsible and capable of providing the commodities or services to be purchased.

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4.2.1.6.6.3.1.6. All documentation for Requests for Quotes must be submitted to the Purchasing Coordinator prior to awarding the quote.

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4.2.1.6.6.3.1.7. The received quote(s) shall be signed by an individual who has the authority to bind the company (vendor) to pricing submitted.

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4.2.1.6.6.3.1.8. Quote documentation will be attached to a Purchase Order or Contract.

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#### 4.3.6.4. Invitation for Bid (IFB) or Request for Bid (RFB)

4.3.1-6.4.1. Invitation for Bid (IFB) ~~may be~~ is used when lowest price is the primary factor for awarding a bid. Each IFB shall be commenced by the Purchasing Coordinator or designee, and must include specifications and all contractual terms and conditions applicable to the purchase. An IFB shall be submitted through the City's preferred purchasing tool. A minimum of two responses is required.

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4.3.2-6.4.2. Specifications should seek to promote the overall economy and best use for the purposes intended, encourage competition, and shall not be unduly restrictive.

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4.3.3-6.4.3. Evaluation Process is limited to cost, determination of responsiveness and compliance with the specifications and conditions specified in the bid documents, and the responsibility of the potential vendor.

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4.3.3.1-6.4.3.1. Negotiations are not permitted.

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4.3.3.2-6.4.3.2. This method does not permit comparison of the relative specifications of competing potential vendors, but only comparison to the specifications contained in the bid documents, unless explicitly stated in the IFB.

4.3.4-6.4.4. Awards - shall be made to the potential vendor offering the lowest cost who is responsive to the requirements of the bid documents, without material exception, and who is responsible and capable of providing the commodity or commodities to be purchased.

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#### 4.4.6.5. Request For Proposal (RFP)

4.4.1-6.5.1. A Request for Proposal can be used whenever detailed specifications cannot be determined, whenever several possible methods may satisfy the City's requirements, or whenever the nature of the requirements is such that subjective evaluation of criteria other than cost is necessary, or when the Purchasing Coordinator and Department Director determine it is in the best interest of the City. An RFP shall be submitted through the City's preferred purchasing tool.

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4.4.2-6.5.2. Specifications - This method can be utilized when definite specifications cannot be determined in advance, when a scope of work is required which makes comparison of competing proposals relative to each other appropriate, or when it is in the interest of the City

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to have a vendor design a public improvement. Specifications shall seek to promote the overall economy and best use for the purposes intended, encourage competition, and shall not be unduly restrictive.

4.4.3-6.5.3. Objective and subjective criteria may be used in the evaluation of competing proposals. Within the RFP it shall state the relative importance of cost and other evaluation factors (experience, qualifications, references, etc.), including the quantitative basis (weight of each factor) for evaluation.

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4.4.4-6.5.4. Separation of Cost Requirement - Any Request for Proposal where the contract or purchase is reasonably expected to cost ~~\$25,000.00~~ ~~\$49,999.99~~ \$50,000.00 or more is required to be evaluated on basis of cost separately. Cost is to be evaluated separately by an independent person (separate) from the Selection Committee or after the Selection Committee has evaluated all other criteria.

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6.5.4.1. The Purchasing Coordinator will evaluate cost by using a pre-determined cost formula. The weight assigned to cost must be clearly specified in the RFP.

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6.5.4.2. Each member of the Selection Committee and the Purchasing Coordinator should take all reasonable steps to restrict any information relating to cost, or the scoring of the cost of a proposal until after the Selection Committee submits its final recommended scores and all other criteria to the Purchasing Coordinator.

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4.4.5-6.5.5. Evaluation Process - Determination of responsiveness and compliance with the specifications and conditions specified in the bid documents and of the responsibility of the potential vendor.

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4.4.5.1-6.5.5.1. All RFP evaluations/awards shall be made by a selection committee comprising no less than four (4) members selected by the project manager.

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4.4.5.2-6.5.5.2. No criteria may be used in an RFP evaluation that was not set forth in the RFP.

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4.4.5.3-6.5.5.3. Discussions are permitted with responsive and responsible vendors who submitted proposals determined to have a reasonable chance of being selected, in order to clarify and assure full understanding of and conformance to the solicitation requirements.

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4.4.5.4-6.5.5.4. Revisions and modifications are permitted at the request of the City with responsive and responsible vendors who submitted proposals.

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~~4.4.5.5-6.5.5.5.~~ Information taken from proposals received may be disclosed consistent with City policy and applicable laws.

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~~4.4.6-6.5.6.~~ Awards shall be made to the highest scoring responsive and responsible vendor based- on the criteria established in the RFP documents.

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~~4.4.6.1-6.5.6.1.~~ A recommendation memo and all documentation must be sent to the Purchasing Coordinator prior to award and placed in the purchasing file.

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#### ~~4.5-6.6.~~ Request for Statement of Qualifications (RFSQ)

~~4.5.1-6.6.1.~~ A Request for Statement of Qualifications is used when deemed appropriate by the City. Potential vendors may be pre-qualified for particular types of supplies, services, and construction. An RFSQ shall be submitted through the City's preferred purchasing tool. Qualified vendors will receive notice and opportunity to submit competitive pricing to the City when the City requires the goods or services the vendor is qualified for. Non-qualified vendors will not be considered.

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~~4.5.2-6.6.2.~~ Specifications:

~~4.5.2.1-6.6.2.1.~~ RFSQs shall not include any items regarding cost, pricing, or hourly rates.

~~6.6.2.1.~~

~~4.5.2.2-6.6.2.2.~~ RFSQs shall include the following:

~~4.5.2.2.1-6.6.2.2.1.~~ Factors related to the particular types of supplies, services, and construction deemed necessary;

~~4.5.2.2.2-6.6.2.2.2.~~ Time frame of the pre-qualification, specific expiration date of the pre-qualification, and any options for renewal;

~~4.5.2.2.3-6.6.2.2.3.~~ Specific requirements or qualifications that a potential vendor must possess to be considered qualified;

~~4.5.2.2.4-6.6.2.2.4.~~ Any limitation to the number of potential vendors the City may pre-qualify; and

~~4.5.2.2.5-6.6.2.2.5.~~ Information regarding the selection process.

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~~4.5.3-6.6.3.~~ Evaluation Process – Determination of responsiveness and compliance with the specifications and conditions specified in the bid documents, and of the responsibility of the potential vendor.

~~4.5.3.1-6.6.3.1.~~ All evaluations/awards will be made by a selection committee of no less than four (4) individuals selected by the project manager.

~~4.5.3.2-6.6.3.2.~~ No qualification or criteria may be used in the evaluation process that is not identified in the RFSQ.

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4.5.4.6.6.4. Award Selection - The selection process will be based on a vendor's responsiveness to the qualifications set forth in the RFSQ. Vendors will be determined to be qualified vendors or will be placed on an approved vendor list as specified in the RFSQ.

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4.5.4.1.6.6.4.1. A recommendation memo from the selection committee and all documentation must be sent to the Purchasing Coordinator prior to award and placed in the purchasing file.

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4.5.5.6.6.5. Selection Process

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4.5.5.1.6.6.5.1. ~~All~~ RFSQs ~~will~~ may be followed by an IFB or RFP released to ~~pre~~qualified vendors through the City's preferred purchasing tool unless otherwise stated below.

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4.5.5.2.6.6.5.2. Approved Vendor Lists: If explicitly stated in the RFSQ, ~~agreed upon by the Department Director, and upon recommendation from the Purchasing Coordinator,~~ the City may decide to establish a fair and equitable system that allows for equal opportunity divides up work equally among qualified vendors if in the best interest of the City. Examples include but are not limited to:

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4.5.5.2.1.6.6.5.2.1. ~~Request for Formal~~ Quotes;

4.5.5.2.2.6.6.5.2.2. A random selection, or as otherwise designed and designated in the RFSQ;

4.5.5.2.3.6.6.5.2.3. A random selection from the pool of pre-qualified contractors for emergency purchases.

4.5.5.3.6.6.5.3. ~~An~~ RFSQ ~~and selection of qualified vendors does~~ ~~submitted~~ ~~do~~ not constitute an exclusive agreement that would prevent the City from submitting an IFB or RFP to any and all potential vendors if in the City's best interest.

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6.6.5.4. Except as noted above, all other bid guidelines and processes set forth in this policy apply to the prequalification process.

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~~—Vendors shall either be continually allowed to qualify for an approved vendor list or a new RFSQ will occur at least every 18 months.~~

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6.6.5.5.

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## 5.7. EXCEPTIONS TO THE NON-COMPETITIVE PURCHASING-PROCUREMENT PROCESSES

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The competitive purchasing requirements of this policy need not be followed in the following circumstances:

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~~—Gift or Bequest~~ - In complying with the terms and conditions of any gift or bequest to the City, if such action is approved by the City Manager in writing and is otherwise consistent with law, the Department may procure without competitive bids.

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7.1.

7.1.1.

a. The Department must attach copy of City Manager's approval to the requisition or contract.

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a. **Federal or State Funds** - In cases where federal or state funds/grants are being used and federal or state purchasing laws or procedures govern the types of goods or services being procured, the City shall follow the applicable federal or state purchasing law or procedures in lieu of the procedures set forth in this policy.

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7.2.

2. The federal or state fund/grant documentation and proof of compliance (quotations, ads, language, Davis-Bacon, minority- or women-owned businesses, etc.) must be included with the requisition or contract.

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7.2.1.

3.7.3. **State Contract** - The Department Director may procure without competitive bids any supplies or services which are the subject of contracts with the State, as set forth in Utah Statute.

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a.7.3.1. The State contract number and information for the purchase shall be included in the requisition and sent to the Purchasing Coordinator ~~for approval~~ prior to the purchase.

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b.7.3.2. The Department Director must make sure that the purchase complies with all aspects and terms stated within the State contract, as failing to follow the instructions will void the use of the State contract.

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c.7.3.3. In the event that a State contracted vendor is unable to fulfill the contract in a reasonable time frame, the City Department Director may purchase from another potential vendor willing to honor all aspects of the State contract. All of the following provisions must be followed before the City can purchase using this exception a State Contract:

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i.7.3.3.1. Written documentation must be obtained and sent to the City Purchasing Coordinator from the State Purchasing Coordinator over the contract confirming the delay and any suggestions made for purchasing through the existing contract or another existing contract;

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ii.7.3.3.2. Written documentation must be obtained and sent to the City Purchasing Coordinator from the potential vendor willing to honor and accept all conditions of the state contract signed by an individual authorized to bind the company to the agreement;

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~~iii. 7.3.3.3.~~ If a vendor offers a commodity at a price less than a vendor with a state contract, the purchase can be made without going through the competitive bidding process. The ~~purchaser~~ Project Manager shall provide the purchasing coordinator with a copy of the state contracted price along with the invoice from the vendor offering a lower price.

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~~iv. 7.3.3.4.~~ The Department Director purchasing under a State contract ~~requesting the exception~~ will also provide a memo and documentation detailing the event and why the purchase is needed to the Purchasing Coordinator.

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~~4.7.4.~~ **Utah Intergovernmental Contracts** – The Department Director ~~Department buyer~~ Project Manager may procure, without competitive bids or proposals, supplies, and services which are the subject of ~~vendor~~ contracts with other government agencies located in the state of Utah. ~~The valid contract between the vendor and the government agency must contain a clause that specifically allows use by other government agencies.~~

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~~a. 7.4.1.~~ The Department Director shall submit a copy of the bid documents and contract from the local agency to the ~~City Manager~~ Purchasing Coordinator, along with a memo and documentation supporting why normal competitive bidding requirements should be bypassed.

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~~b. 7.4.2.~~ The bid document, contract, memo, and other relevant documentation must be attached to the requisition.

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~~5.7.5.~~ **Utah Intergovernmental Agency** - The Department Director ~~department buyer~~ Project Manager may procure goods and services without competitive bids, when goods and services may be provided directly by other governmental agencies located in the state of Utah.

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~~a. 7.5.1.~~ The Purchasing Department ~~buyer~~ Project Manager must submit a copy of the intergovernmental agency quote or agreement to the Purchasing Coordinator ~~with the requisition or contract~~.

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~~b. 7.6.~~ **Purchasing Cooperatives** - The City may join with federal, state, or local governments, or with special districts, school districts, and other such similar agencies in purchasing goods and services as a cooperative as long as the cooperative meets or exceeds City purchasing ~~procurement~~ policy.

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~~7.6.~~

~~c. 7.6.~~ ~~All contracts to e~~ Entering into ~~a~~ purchasing cooperatives must be pre-approved by the City Manager Purchasing Committee Officer.

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~~d. 7.6.~~ The City Council or City Manager, ~~by resolution or direct order via memo, depending on the requirements of the purchasing cooperative agreement, must approve joining the~~

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~~cooperative. In such cases, the City is not required to follow the competitive bidding process when purchasing commodities, services, or construction.~~

7.6.1.

~~e.~~ All purchases ~~of \$25,000.00 or more~~ must be ~~pre-~~approved by the Department Director.

7.6.2.

~~f. 7.6.3.~~ A copy of the cooperative contract shall be submitted with the other documentation to the Purchasing Coordinator requisition or contract.

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6.7.7. **Professional Services** - Contracts for professional services reasonably expected to cost less than ~~\$15,000~~ \$250,000 per project may be awarded at the discretion of the Department Director. In such cases, written documentation shall be ~~made~~provided to the Purchasing Coordinator ~~and shall be attached to the requisition or contract.~~

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7. **Insufficient Response** - In an instance where there are insufficient responses to an IFB, RFP, or RFSQ, the ~~Purchasing Coordinator~~ Department Director may elect to re-release the IFB, RFP, or RFSQ ~~or bypass the competitive bidding process.~~ If the Department Director ~~elects~~recommends to bypass the competitive bidding process set out in this policy.

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a. Written documentation shall be provided to the Purchasing Coordinator ~~included with the requisition.~~

7.8.

b. ~~The Purchasing Committee may agree to allow the Department Director to negotiate terms with a potential vendor.~~

c. ~~The Purchasing Committee may agree to allow the Department Director to negotiate terms with a potential vendor.~~

8.7.9. **Engineering and Architectural** - The City may procure engineering and architectural services through a modified, quality-based selection method consistent with the Utah Administrative Code Rules.

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a. 7.9.1. The Department Director ~~City Manager or designee~~ will oversee the purchase. ~~as being performed by the "chief procurement officer or head of a procurement unit" overseeing the purchase.~~

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b. 7.9.2. The Department Director shall submit a written documentation to the Purchasing Coordinator prior to the bid solicitation ~~documenting~~ that includes the following:

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7.9.2.1. The process for selection and scoring, including the quantitative basis (weight of each factor) for evaluation;

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~~Shall not include any items regarding cost, pricing, or hourly rates; and~~

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i. ~~Relative importance of cost in the evaluation per Utah Administrative Code Rule 33-15, including the quantitative basis (weight of each factor) for evaluation;~~

7.9.2.2.

ii. ~~Shall not include any items regarding cost, pricing, or hourly rates; and~~

iii. ~~The process for selection and scoring.~~

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7.9.3. Prior to the award, the Department Director shall submit a recommendation memo and all documentation to the Purchasing Coordinator to be placed in the purchasing file.

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7.9.3.1. The memo must certify the Department followed the Utah Administrative Code Rule 33-15.

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9.7.10. **Emergency** - Notwithstanding other provisions of this policy, purchases may be made in emergencies by the ~~Purchasing Officer (was "Department Director or designee")~~ **Department Director or designee** in instances where the purchase could not reasonably have been made pursuant to this policy, provided that purchases shall be made with as much competition as practical under the circumstance.

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7.10.1. Within two (2) business days after the purchase, the Department Director shall provide a signed written statement to the Purchasing Coordinator ~~and the Purchasing Committee~~, setting out in reasonable detail the purchase, price, cause, and basis for the emergency. ~~and why the procedures set out in this policy were not followed.~~ The Purchasing Coordinator will review the statement for compliance and document it in the file.

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7.10.2. A copy of the statement shall be included in the purchasing file.

7.10.3. Failure to anticipate a need or situation(s) created by improper planning or negligence is not to be considered an emergency unless such failure creates an imminent risk to public health and/or safety.

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7.11. **Declared Emergency** - Under a declared local "state of emergency", the Mayor may ~~temporarily suspend the City-Wide Purchasing Policy for the first seventy two (72) hours, or as long as deemed necessary and in the best interest of the City, to provide emergency-related response initiatives and activities.~~ exercise emergency powers and functions by suspending the City-Wide Purchasing Policy, including waiving compliance with any time-consuming procedures regarding the acquisition of goods and services, as long as deemed necessary and in the best interest of the City, to provide emergency-related response initiatives and activities. The initial

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term of any contract resulting from an emergency procurement may be for no longer than thirty days.

**7.12. Sole Source** - In the event a Department Director ~~or designee~~ determines commodities or services meet the definition of a sole source procurement listed in this policy, the Department Director shall submit written notification to the Purchasing Coordinator with documentation supporting the determination. This documentation shall include all research and steps taken to verify that the purchase meets the definition of sole source procurement.

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~~11. If the Purchasing Coordinator determines the criteria have been met the Coordinator shall send the documentation to the Purchasing Officer for final approval.~~

~~If the Purchasing Coordinator or Purchasing Officer determines the criteria have not been met, the Department Director may appeal the decision to the Purchasing Committee by sending the appeal to the Purchasing Coordinator by sending the appeal to the Purchasing Coordinator.~~

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**7.12.1. To establish sole source, the Department Director may take the following steps:**

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~~a-7.12.1.1.~~ A notice containing the nature of the purchase may be posted for a minimum of three (3) business days using the City's preferred purchasing tools stating that the City intends to award a contract without competition. The notice invites any companies who believe they can provide the goods and services to contact the Purchasing Coordinator within the specified time frame stated in the notice.

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~~i-7.12.1.1.1.~~ If there are no companies that respond to the notice within the given time frame, the purchase ~~can may~~ be deemed as sole source.

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~~ii-7.12.1.1.2.~~ If a company can demonstrate they can provide the goods or services, the City will then follow the competitive bidding guidelines established in this policy.

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**7.13. City Council Determinations** - The City Council may, by resolution, authorize any purchase without complying with the provisions of this policy.

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~~a-7.13.1.~~ Documentation of the City Council's decision shall be placed in the purchasing file and must be attached to the requisition or contract.

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~~13-7.14.~~ **Special Opportunity** - Where substantial and quantifiable savings will be realized in the purchase of commodities, or non-professional or professional services, a Department Director ~~or designee~~ may bypass competitive bidding or the **Request for Formal** Quote requirements set out in this policy by following the procedures outlined below, provided other applicable provisions of this

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section are met before the purchase is made. Coupons, promotional codes, or discount programs cannot be used to recognize substantial savings.

~~a.7.14.1.~~ The Department Director ~~or designee~~ shall, in his or her reasonable discretion, obtain offers from competing sources in a manner most likely to meet the purpose of this section; and

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~~b.7.14.2.~~ The Department Director shall disclose the proposed purchase in a signed written memorandum to the Purchasing Coordinator setting out in reasonable detail the reason the purchase is recommended, the reason normal purchasing procedures are not recommended, the efforts made to obtain competitive offers, and the proposed savings; and

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~~c.~~ ~~The Purchasing Coordinator may certify that the purchase is justified.~~ A copy of the signed memorandum shall be sent to the Purchasing Coordinator, and will be made part of the purchasing file. ~~If the Purchasing Coordinator determines the criteria have not been met, the Department Director~~

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~~e.~~ ~~If the Purchasing Coordinator determines the criteria have not been met, the Department Director may appeal the decision to the Purchasing Committee by sending the appeal to the Purchasing Coordinator by sending the appeal to the Purchasing Coordinator.~~

~~7.14.3.~~

~~14.7.15.~~ **Compatibility, Parts, Training** - A Department Director ~~or designee~~ may procure without competitive bids equipment and supplies which, by reason of the training of City personnel who service such equipment, or which is an addition to or for the repair or maintenance of equipment owned by the City which may be more efficiently added to, repaired or maintained by a certain brand, person, or firm. In such cases the Department Director shall submit written documentation to the Purchasing Coordinator. ~~If the Purchasing Coordinator determines the criteria have not been met, the Department Director may appeal the decision to the Purchasing Committee by sending the appeal to the Purchasing Coordinator, by sending the appeal to the Purchasing Coordinator.~~

~~15.7.16.~~ **Utility Services and Impact Fees** - A department may procure without competitive bids the usage of any utility or the work by utility companies to install their services, such as water, electricity, gas, heat, sewer, cable, and telephone, except when alternative supplies or services are available. Impact fees are also exempt from the bidding process.

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~~16.~~ **Miscellaneous** ~~Miscellaneous Procurements for which standard competitive processes are impractical~~ - Procurements that by their nature are not adapted to award by the competitive bid process may be procured without competitive bid, as identified below in this section. In such cases, the Department Director should submit written documentation to the Purchasing Coordinator. ~~If the Purchasing Coordinator determines the criteria have not been met, the purchase is not qualified.~~

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the Department Director may appeal the decision to the Purchasing Committee by sending the appeal to the Purchasing Coordinator by sending the appeal to the Purchasing Coordinator.

**7.17.** Listed below are specific qualified purchases that are allowed under this exception because competitive processes are impractical and not in the best interest of the City:

**a.7.17.1.** Legal services or lobbying, including, but not limited to, legal counsel, expert witnesses, hearing officers, special counseil, etc.;

**b.7.17.2.** Insurance Lobbying or special council;

**c.7.17.3.** The publication of legal notices, ordinances, resolutions, and other legal advertising;

**d.7.17.4.** Water or irrigation shares;

**e.7.17.5.** The private placement of bonds, tax anticipation notes, or other instruments of indebtedness, including credit ratings. Financial advisors are excluded from this exception;

**f.7.17.6.** The purchase of non-software subscriptions, magazines, books, trade journals, reference works, periodicals, examination or testing materials, and similar articles of an educational, informational, or instructional nature that are relevant to the duties of City employees;

**g.7.17.7.** Goods, materials, supplies, and services utilized by the City Recorder or the City for purposes of performing duties in regards to elections;

**h.7.17.8.** Goods and services purchased for authorized resale;

**i.7.17.9.** Engaging the services of Recreational Program Instructors resulting in recreational program agreements, provided that the Department adopts and follows an approved policy and procedure by which Recreational Program Instructors are selected;

**j.7.17.10.** Memberships, certifications, trainings, or any costs associated with accreditations required or relevant to the duties of City employees which are in the best interest of the City;

**k.7.17.11.** Drug testing, employee physicals, and fitness-for-duty evaluations;

**l.7.17.12.** Realtors, acquisition agents, appraisers, or title work for City purposes;

**m.7.17.13.** Musical performers, promoters, agents, entertainers, staging, lighting, and sound services, and license holders for City events;

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~~6.17.14.~~ Acquisition of art and artistic services, including but not limited to paintings, sculptures, photographs, photography services, **floats**, video productions, and artistic performances. For the purposes of this policy, architectural services are not classified as art.

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~~6.17.15.~~ Advertising in various forms, including social media platforms, radio, billboards, print media, digital media, job boards, media websites, recruitment agencies, etc.

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~~6.17.16.~~ Security – security services meant to protect city infrastructure and data/information.

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~~6.17.17.~~ Purchase of specialized ~~service~~ animals.

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## **6.8. ADDITIONAL GUIDELINES**

~~6.18.1.~~ **Construction Project Awards** - In the event that the lowest responsive and responsible bid for a construction project exceeds available funds as certified by the Chief Financial Officer/Budget Officer, and the bid does not exceed such funds by more than ten percent (10%), the Department Director is authorized in situations where time or economic considerations preclude solicitation of work of a reduced scope, to permit the negotiation and adjustment of the bid price, and changes in the bid requirements, with the lowest responsive and responsible bidder in order to bring the bid within the amount of available funds.

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~~6.2.8.2.~~ **Performance and Bid Bonds** - Performance and bid bonds may be required to protect the best interests of the City. The nature, form and amount of such bonds shall be determined by the project manager, along with the Purchasing Coordinator, and shall be described in the IFB, RFP or RFSQ.

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~~6.3.8.3.~~ **Purchase Orders (PO)** - A purchase order is required for all purchases of or greater than ~~\$5,000.00~~ **\$10,000.00**. Departments will submit a requisition through the City's financial software *before* making the purchase. Once approved, the requisition will be converted to a PO that can be used to initiate a purchase with a vendor, as long as it has gone through the proper ~~bid~~-process ~~determined as required~~ in this policy.

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~~6.4.8.4.~~ **Contracts** - In any situation where a contract is required or is in the best interest of the City (rather than a Purchase Order), Departments must follow the procedures established by the Office of the City Attorney for entering into, negotiating, and approving contracts. All relevant bid documents must be supplied to the Office of the City Attorney for review prior to any agreement.

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~~6.4.1.8.4.1.~~ Approval of Contract Form - No contract shall be entered into unless and until approved as to form by the Office of the City Attorney. The Office of the City Attorney may establish procedures by which specified contracts may be pre-approved as to form.



**6-5-8.5. Vendor Performance/Evaluation** – The ~~project~~Project manager-Manager shall document ~~in his files an~~ unsatisfactory performance by the vendor with a post project evaluation and send a copy of the documentation to the Purchasing Coordinator to be filed with the vendor records.

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**6-6-8.6. Payment** - Vendors that performed work for the City must submit an invoice to the City upon completion, unless prepayment options have been agreed upon by contract. Payment to these vendors will follow the processes established by the Finance Department for payment of invoices.

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**6-7-8.7. Disclosure of Information** - Unauthorized disclosure of information pertaining to any bid, purchase, contract, or other any other agreement of is prohibited, except as allowed under the Utah Governmental Records Access Management Act (GRAMA). Such disclosures by public officers or employees shall be considered cause for disciplinary action consistent with the City's policies and procedures and may result in corrective remedies as indicated in the Remedies section of this policy.

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**6-8-8.8. Right to Inspect Place of Business or Financial Records** - The City may, at reasonable times, inspect the part of the plant or place of business or financial records of a contractor, or any subcontractor that is related to the performance of any contract as stated in the contract, or if stated in the solicitation.

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**6-9-8.9. Cost-Plus-Percentage-of-Cost Contract Normally Prohibited** - Subject to the limitations of this section or other applicable laws, any type of contract that will promote the best interests of the City may be used. Normally, a cost-plus-percentage-of-cost contract is prohibited, except where a determination is made in writing by the Department Director, and approved by the City Manager, that such a contract is likely to be less costly to the City than any other type, or that it is impracticable to obtain the commodities or construction required except under such a contract.

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**6-10-8.10. Failure to Follow Policy** - Failure to follow any provisions of this policy shall neither render a purchase invalid, nor give a potential vendor a claim or right against the City. Disciplinary action for failure to follow this policy shall follow the guidelines established in the City's Employee Handbook.

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**6-11-8.11. Period of Time for Contracts** - Unless otherwise provided by law, a contract for supplies or services that through any combination of renewals exceeds five (5) years, will need to be approved by the Purchasing Committee based on the best interests of the City; provided that the term of the contract and conditions of renewal or expansion, if any, are included in the solicitation, and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. This doesn't apply to design or construction of a facility, road, or public transportation project or to the financing of equipment. Purchases of software and financial services by the City

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are exempted from the five year contract limitation due to the significant investment of time and resources required for these purchases.

**6.12-8.12. Extension of Contracts** – A procurement official may extend an existing contract without engaging in a standard procurement process for a period of time not to exceed 120 days, if:

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**6.12-1-8.12.1.** An extension of the contract is necessary to:

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**6.12-1-1-8.12.1.1.** Avoid a lapse in a critical government service; or

**6.12-1-2-8.12.1.2.** To mitigate a circumstance that is likely to have a negative impact on public health, safety, welfare, or property; and

**6.12-2-8.12.2.** The procurement unit is engaged in a standard procurement process for a procurement item that is the subject of the contract being extended; and

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**6.12-3-8.12.3.** The standard procurement process is delayed due to an unintentional error.

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**6.13-8.13. Records** - Procurement records shall be maintained in accordance with the State of Utah's Municipal Retention Schedule for purchasing records by the Department making the purchase. All contracts and required documents must be submitted to the City Recorder prior to execution of the contract.

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**6.14-8.14. Collusion** - Any agreement or collusion among potential vendors is deemed to be contrary to the best interest of the City. Any agreement to bid a fixed price or other similar actions among prospective vendors shall render the response of such vendors void.

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**6.15-8.15. Kickbacks and Gratuities** - Individuals, or family members of an individual, are prohibited from seeking or receiving gratuities or kickbacks as compensation for preferential treatment as defined in City policy, City code, and State code (63G-6a-2404, 67-16-5 through 67-16-6).

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## **7.9. PROTESTS AND APPEALS**

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**7.1-9.1. Written Protest** - Any person who has standing and is aggrieved in connection with a purchase or an award of a contract may protest the purchase by filing a written statement with the City Recorder, which will be forwarded to the Purchasing Committee.

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**7.1-1-9.1.1.** Filing a Written Statement - The written statement shall contain the following information:

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**7.1-1-1-9.1.1.1.** The protesting party's name, mailing address or e-mail address, daytime telephone number, the signature of the protesting party or the attorney for the protesting party, and the date the protest is signed; and

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7.1.1.2.9.1.1.2. A concise statement of the facts and evidence:

7.1.1.2.1.9.1.1.2.1. Leading the protestor to claim that the protestor has been aggrieved in connection with a purchase and providing grounds for the protestor's protest; and

7.1.1.2.2.9.1.1.2.2. Supporting the protestor's claim of standing.

7.1.2.9.1.2. Deadline for Filing

7.1.2.1.9.1.2.1. A protest relating to an open RFQ, IFB, RFP, or RFSQ, shall be filed with the City Recorder before the closing date for the RFQ, IFB, RFP, or RFSQ.

7.1.2.2.9.1.2.2. If the bid has closed, a protest shall be filed with the City Recorder within five (5) business days (by the end of the City's business day) after the person filing the protest knew or should have known the facts.

7.1.2.2.1.9.1.2.2.1. It is the responsibility of the person filing the protest to prove that they did not know and should not have known the facts which would give rise to a protest prior to the closing date.

7.1.3.9.1.3. Suspension of the Purchase - The City may proceed with the protested purchase; however, the Purchasing Committee may suspend the purchase process for so long as the Purchasing Committee determines appropriate.

7.1.4.9.1.4. Review of the Written Protest - The Purchasing Committee will review the written protest and may request any of the following:

7.1.4.1.9.1.4.1. Assistance of another individual in reviewing the matter, which may include finding facts, analyzing the protest, and making recommendations; and

7.1.4.2.9.1.4.2. Additional information from the protesting party or from other City staff to make a determination. The protesting party shall provide all information reasonably needed to decide the protest except information which is protected from disclosure by law, or which could reasonably be expected to result in unfair, competitive injury to the protestor in spite of the protections for the protestor provided by law, including the Utah Governmental Records Access Management Act (GRAMA).

7.1.4.3.9.1.4.3. Written Determination - the Purchasing Committee will issue a written determination to the protesting party within fifteen (15) days of the date the Committee receives the protest from the City Recorder. The Purchasing Committee shall email their written decision to the Recorder, who will forward it to the protesting party and the Purchasing Coordinator.

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7.1.4.4.9.1.4.4. If the Purchasing Committee fails to issue a decision within fifteen (15) days after the receipt of the protest, said failure shall be considered the equivalent of a defacto denial.

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7.2.9.2. **Appeal of Written Protest** - The protesting party may appeal the written decision of the Purchasing Committee by filing a written appeal with the City Recorder that will be sent to the City Manager. At the time of the appeal, the protesting party must pay the required security deposit or post a bond to start the appeal process.

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7.2.1.9.2.1. The Notice of Appeal shall contain the following information:

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7.2.1.1.9.2.1.1. The petitioner's name, mailing address, e-mail address, daytime telephone number, the signature of the petitioner or of the attorney for the petitioner, date; and

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7.2.1.2.9.2.1.2. A concise statement of the facts and evidence sufficient to permit review:

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7.2.1.2.1.9.2.1.2.1. Of the petitioner's claim that the petitioner has been aggrieved in connection with a purchase and providing grounds for the petitioner's protest; and

7.2.1.2.2.9.2.1.2.2. Supporting the petitioner's claim of standing.

7.2.2.9.2.2. **Deadline for Filing** - The appeal and bond or security deposit must be completed within five (5) days of receipt of the Purchasing Committee's decision or de facto denial.

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7.2.3.9.2.3. **Security Deposit or Bond Requirements** – If a security deposit or bond is required:

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7.2.3.1.9.2.3.1. **Payment and Returning of Bond/Security Deposit** - the City Recorder shall retain the security deposit or bond until the appeal of the protest decision is final. If a security deposit is given, after any appeal of the protest decision becomes final, return of the security deposit will be given to the person or entity that paid the security deposit. If a bond is given, the City will retain the bond until the appeal of the protest decision becomes final. A security deposit that is paid, or a bond that is posted, under this section shall forfeit to the general fund if:

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7.2.3.1.1.9.2.3.1.1. The person who paid the security deposit or posted the bond fails to ultimately prevail on the appeal; and

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7.2.3.1.2.9.2.3.1.2. The City Manager or designee, after advice from the Office of the City Attorney, finds that the protest or appeal is frivolous or that its primary purpose is to harass or cause delay.

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7.2.3.2.9.2.3.2. **Amount** - The amount of a security deposit or bond required when filing a written appeal will be as follows:

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- ~~7.2.3.2.1.1~~~~9.2.3.2.1.~~ 100% of the total contract value up to \$20,000;  
~~7.2.3.2.1.2~~~~9.2.3.2.2.~~ \$20,000 if the total contract value is \$20,000 or more but less than \$500,000;  
~~7.2.3.2.1.3~~~~9.2.3.2.3.~~ \$25,000 if the total contract value is \$500,000 or more but less than \$1,000,000;  
~~7.2.3.2.1.4~~~~9.2.3.2.4.~~ \$50,000, if the total contract value is \$1,000,000 or more but less than \$2,000,000;  
~~7.2.3.2.1.5~~~~9.2.3.2.5.~~ \$95,000, if the total contract value is \$2,000,000 or more but less than \$4,000,000;  
~~7.2.3.2.1.6~~~~9.2.3.2.6.~~ \$180,000, if the total contract value is \$4,000,000 or more but less than \$8,000,000;  
~~7.2.3.2.1.7~~~~9.2.3.2.7.~~ \$320,000, if the total contract value is \$8,000,000 or more but less than \$16,000,000; and  
~~7.2.3.2.1.8~~~~9.2.3.2.8.~~ \$600,000, if the total contract value is \$16,000,000 or more but less than \$32,000,000.  
~~7.2.3.2.1.9~~~~9.2.3.2.9.~~ In the event that an estimated contract value cannot be determined the security deposit or bond required will be \$20,000.

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- ~~7.2.3.3~~~~9.2.3.3.~~ Estimating Contract Value - For appeals relating to an IFB, RFP, or RFSQ the estimated total contract value shall be based on one of the following methods to be determined by the City in a reasonable manner:

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- ~~7.2.3.3.1~~~~9.2.3.3.1.~~ The bid/proposed cost submitted by the protesting party for the entire term of the contract, excluding any renewal periods;

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- ~~7.2.3.3.2~~~~9.2.3.3.2.~~ The total budget of the purchase commodity over the entire term of the contract, excluding any renewal period, or

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- ~~7.2.3.3.3~~~~9.2.3.3.3.~~ If the contract is being reissued, the historical usage and amount spent on the contract over the life of the contract that is being reissued.

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- ~~7.2.4~~~~9.2.4.~~ Hearing - The City Manager or designee shall review and schedule a hearing no later than five (5) days after receiving a notice of appeal. Unless otherwise agreed to by the City and the petitioner, the hearing shall be held no sooner than five (5) business days and no later than thirty (30) business days from the date of the filing of the appeal. At the hearing, the appellant and the City's representative(s) shall be allowed to testify, present evidence, and comment on the issues. The rules of evidence do not apply to this hearing. The City Manager may allow other interested persons to testify, comment, or provide evidence on the issues.

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- ~~7.2.5~~~~9.2.5.~~ Written Determination - No later than fifteen (15) business days after the hearing, the City Manager shall issue a signed order either granting the petition in whole or in part, or

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upholding the determination of the Purchasing Committee in whole or in part. If the City Manager fails to issue a decision within fifteen (15) business days after the hearing, said failure shall be considered the equivalent of a defacto denial.

**7.3.9.3. Appeal to Utah District Court** - Any final action or order may be appealed by either the potential vendor or the City to the Utah District Court by filing with the court a notice of appeal.

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**7.4.9.4. Remedies** ~~Prior To Bid Opening Or Closing Date For Receipt Of Proposals~~ - If the Purchasing Committee determines that a solicitation or award is in violation of federal, state, local law, or this policy, the following remedies shall apply:

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**7.4.1-9.4.1. Prior To Bid Closing Date** - If prior to a bid or proposal closing date the Purchasing Committee determines that a solicitation is in violation of federal, state, local law, or this policy, the solicitation or proposal shall be canceled.

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**7.4.2-9.4.2. Prior to Award** - If after a bid or proposal closing date the Purchasing Committee determines that a solicitation or a proposed award of an agreement is in violation of federal, state, or local law, or this policy, the solicitation or proposed award shall be cancelled.

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**7.4.3-9.4.3. After Award** - If after an award of a bid or proposal, the Purchasing Committee determines that a solicitation or award of an agreement was in violation of applicable laws or this policy, then:

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**7.4.3.1-9.4.3.1.** If the person awarded the agreement has not acted fraudulently or in bad faith:

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**7.4.3.1.1-9.4.3.1.1.** The agreement may be ratified and affirmed, provided it is determined that doing so is in the best interests of the City; or

**7.4.3.1.2-9.4.3.1.2.** The agreement may be terminated and the person awarded the agreement shall be compensated for the actual costs reasonably incurred under the agreement, plus a reasonable profit, prior to the termination;

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**7.4.3.2-9.4.3.2.** If the person awarded the agreement has acted fraudulently or in bad faith, the agreement may be declared null and void or voidable, if such action is in the best interests of the City.

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## SOUTH JORDAN CITY CITY COUNCIL REPORT

Council Meeting Date: November 15, 2022

Issue: Resolution Appointing Member to the Senior Advisory Committee

Submitted By: Janell Payne

Department: Recreation

Staff Recommendation (Motion Ready):

Staff recommends approval of Resolution R2022-45, appointing a new member to the Senior Advisory Committee.

**BACKGROUND:** The City Council created the Senior Advisory Committee to promote the interests of senior citizens in the community. In particular, this committee plays an important role in supporting the senior programming at the Community Center.

Ms. Billie Lawrence has submitted an application to serve on the Committee and, while the City Council were unable to speak with Ms. Lawrence at the previous City Council study meeting due to scheduling conflicts, members of City Council have had the opportunity to meet and interact with Billie through her volunteer work and history with the City.

Staff recommends approval of Resolution R2022-45, appointing the above as a new member of the Senior Advisory Committee.

City Council Action Requested: Janell Payne  
Director of Recreation

11/7/22  
Date

## RESOLUTION R2022-45

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, APPOINTING MEMBERS TO THE SENIOR ADVISORY COMMITTEE.

**WHEREAS**, South Jordan City Code Chapter 2.76 allows the City Council to create committees; and

**WHEREAS**, The City Council created the Senior Advisory Committee to promote the interests of senior citizens in the community; and

**WHEREAS**, the Senior Advisory Committee bylaws permit between 6 and 12 members requiring appointment by resolution of the City Council; and

**WHEREAS**, the City Council standardized the creation and appointment of all City Council-created boards and committees, and hereby appoints Senior Advisory Committee members to conform with the terms of the Policy & Procedures Guide; and

**WHEREAS**, the South Jordan City Council finds it in the best interest of the welfare of the residents of the City to confirm appointment of these members to the Senior Advisory Committee.

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

**SECTION 1. Appointment.** The Senior Advisory Committee members and their terms are as follows:

<i>Member name</i>	<i>District</i>	<i>Term expiration date</i>
Walter Busch	Mayor	January 2026
Vacant	Mayor	January 2026
Mick Florin	1	January 2024
Vacant	1	January 2024
Paula Brog	2	January 2024
LeeAnn Whitaker	2	January 2024
Billie Lawrence	3	January 2026
Cheryl Staley	3	January 2026
Loyd Hefflin	4	January 2024
Vacant	4	January 2024
Vacant	5	January 2026

Guenther Popp

5

January 2026

**SECTION 2. Effective Date.** upon passage.

This Resolution shall become effective immediately

**APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 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:

Charity BrienZ

Charity BrienZ (Nov 7, 2022 17:18 MST)

Office of the City Attorney



## SOUTH JORDAN CITY CITY COUNCIL REPORT

Council Meeting Date: November 15, 2022

**Issue:** Resolution 2022-48, authorizing the Mayor of South Jordan City to sign an agreement with Jordan Valley Water Conservancy District for construction and cost sharing of the 11400 South Redwood Road Meter Vault Rehabilitation Project.

Submitted By: Brad Klavano

Department: Engineering

**Staff Recommendation (Motion Ready):** Approve Resolution 2022-48, authorizing the Mayor of South Jordan City to sign an agreement with Jordan Valley Water Conservancy District for the construction and cost sharing of the 11400 South Redwood Road Meter Vault Rehabilitation Project.

**BACKGROUND:** Jordan Valley Water Conservancy District (JVWCD) has decided that it was time to rehabilitate the meter vault at 11400 South Redwood Road and with that rehabilitation the City was approached on upgrading the City portion of the meter vault at the same time. Staff felt it was time to upgrade the City portion at this time and that it is good financially to do all of the work at the same time.

The City and JVWCD have agreed to share that costs at 50%. It is estimated that the costs will be \$97,402.25 with the City portion at \$48,701.12.

### TEAM FINDINGS, CONCLUSIONS & RECOMMENDATIONS:

**FINDINGS:** The City Council has recognized that authorizing the Mayor to sign the agreement with JVWCD is in the best interest to the City.

**CONCLUSIONS:** The City Council concludes that by authorizing the Mayor to sign the agreement with JVWCD will save the City significant costs in the future..

**RECOMMENDATIONS:** City staff is recommending that the City Council approve Resolution 2022-48; authorizing the Mayor to sign an agreement with Jordan Valley Water Conservancy District for the construction and cost sharing of the 11400 South Redwood Road Meter Vault Rehabilitation Project.

**FISCAL IMPACT:** None

**ALTERNATIVES:** Deny Resolution 2022-48.

**ATTACHMENT:** Agreement for construction and cost-sharing for the 11400 South Redwood Road Meter Vault Rehabilitation Project.

City Council Action Requested:

  
Brad Klavano (Nov 9, 2022 17:19 MST)

Department Head

11/9/2022

Date

## RESOLUTION R2022-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH JORDAN VALLEY WATER CONSERVANCY DISTRICT FOR CONSTRUCTION AND COST SHARING OF THE 11400 SOUTH REDWOOD ROAD METER VAULT REHABILITATION PROJECT.**

**WHEREAS**, Jordan Valley Water Conservancy District (the “District”) is prepared for construction on a project entitled 11400 South Redwood Road Meter Vault Rehabilitation project; and

**WHEREAS**, the City of South Jordan (the “City”) desires to include in the Project refurbishing of an existing wholesale meter vault; and

**WHEREAS**, the City receives water deliveries through this existing wholesale meter vault; and

**WHEREAS**, the City has determined it is in the best interest of the residents of the City that it refurbish and upgrade the City’s wholesale meter vault at the same time the District is upgrading its meter vault; and

**WHEREAS**, the District and the City have agreed on sharing the costs at fifty (50) percent for each entity; and

**WHEREAS**, the South Jordan City Council (the “City Council”) finds that the Agreement for Construction and Cost sharing, attached as Exhibit A, furthers the health, safety, and welfare of the citizens of South Jordan.

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

**SECTION 1. Authorization to Sign.** The City Council does hereby approve the Agreement for Construction and Cost Sharing attached as Exhibit A, and authorizes 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 \_\_\_\_\_, 2022, 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 (Nov 9, 2022 17:27 MST)

Office of the City Attorney

AGREEMENT FOR CONSTRUCTION AND COST-SHARING OF THE  
11400 SOUTH REDWOOD ROAD METER VAULT REHABILITATION PROJECT

This Agreement is made as of \_\_\_\_\_, 2022 (the "Effective Date"), between the Jordan Valley Water Conservancy District, a water conservancy district organized and existing under Utah law (the "District"), and the City of South Jordan, a Utah municipality (the "Member Agency").

RECITALS:

- A. The District is a water conservancy district organized and existing pursuant to the laws of the State of Utah for the purposes, among others, of making water available to those inhabitants residing within its boundaries and of entering into contracts with public and private entities for the purchase and sale of water and its delivery;
- B. The Member Agency is a Utah municipality; it purchases wholesale water from the District and then, in turn, provides retail water service to its customers/inhabitants within its boundaries;
- C. The District has caused plans and specifications to be prepared for the construction of the 11400 South Redwood Road Meter Vault Rehabilitation (the "Project") at South Jordan, Utah;
- D. The Member Agency desires to include in the Project the refurbishing of an existing wholesale meter vault, as described on attached Exhibit 1 (the "Improvements"), through which the Member Agency will receive water deliveries from the District;

E. The District has caused plans and specifications to be prepared for the Improvements;

F. The parties agree that the Improvements are for the benefit of the Member Agency and that the Member Agency shall pay the engineering, construction management, and construction costs for the Improvements as set forth in this Agreement; and,

G. The parties enter this Agreement to set forth the terms and conditions by which the Improvements shall be constructed and installed as part of the Project and by which the associated costs shall be shared between them.

#### TERMS:

The parties agree as follows:

1. On or before April 15, 2023, the District shall cause the Improvements to be constructed and completed as part of the Project.

2. (a) All design documents, plans, and specifications for the Improvements, as part of the Project: (i) have been prepared by the District's Project Engineer, ("Engineer"); (ii) are in accordance with all requirements and specifications imposed by applicable regulatory agencies; (iii) have been approved by the Member Agency; and, (iv) have been incorporated into the District's plans and specifications (the "Plans and Specifications") as set forth in the contract documents for the construction of the Project.

(b) The District has acquired all real property, easements, right-of-ways, and alignments (collectively referred to as the "Properties") which are deemed reasonably necessary by the District for the construction of the Improvements. The physical location

of the Properties shall be subject to District approval, and their acquisition shall be in a form and with terms which are reasonably acceptable to the District.

3. The District will manage the construction of the Improvements using the Engineer.

4. (a) The District shall employ Corrio Construction, Inc., a Utah corporation (the "Contractor"), to construct the Improvements. The Contractor has demonstrated competence and experience in constructing projects similar to that contemplated by this Agreement, and the District shall require the Contractor to hold current, relevant licenses from the State of Utah during all construction activities on the Improvements.

(b) The District shall cause the Contractor to obtain all permits, licenses, and similar authorizations from applicable governmental organizations which are required to construct the Improvements.

(c) As of the Effective Date, the Member Agency is satisfied the Contractor currently meets the requirements set forth in subparagraph 4(a), and the Member Agency hereby gives its approval of the selection of the Contractor.

(d) Prior to and during the construction of the Improvements, the District shall cause the Contractor to furnish the following to the Member Agency at such times as the Member Agency may reasonably request: (i) proof the Contractor holds a valid contractor's license from the State of Utah; (ii) proof of the Contractor's public liability, property damage, and vehicle liability insurance in the principal amount of \$1,000,000.00, naming the District and the Member Agency, and their trustees, officers, agents, and employees as additional insureds; (iii) a performance bond and a payment bond for the full cost of the construction of the Improvements with sureties and with such terms as are

required by the Plans and Specifications; and, (iv) a guarantee from the Contractor, as required by the Plans and Specifications, which warrants that the workmanship and materials in the Improvements shall be free from defects for a period of at least one (1) year following completion of construction. The insurance coverage required in this paragraph shall not be canceled or materially altered except after thirty (30) days written notice to the District.

5. (a) The Member Agency may select and employ, at its expense, such consultants as it deems reasonable to assist it in the inspection of the construction of the Improvements. The Member Agency and its consultants shall work with and through the Engineer and shall not give orders directly to the Contractor unless authorized in writing to do so. The District shall cause the Contractor to construct the Improvements in accordance with the Plans and Specifications, including changes or additions to those Plans and Specifications which have been approved by the Member Agency. All change orders for the Improvements required by the Member Agency, shall be at the sole expense of the Member Agency. The costs associated with all change orders approved by both parties for the Improvements shall be shared by the two parties as defined in this Agreement. Change orders shall be communicated by the District to the Engineer, who in turn shall communicate them to the Contractor. The Member Agency shall provide the Engineer with information about any problem(s) or concern(s) the Member Agency may have with construction and/or with acceptance of the Improvements upon completion of construction, and the District shall require the Contractor to undertake and complete all appropriate remedial actions.

(b) If the District or the Contractor proposes any change(s) to the Improvements in the Plans and Specifications previously approved by the Member Agency, the District shall provide written notice of each proposal to the Member Agency. The Member Agency shall, in turn, communicate to the District its approval or denial of each proposal within fifteen (15) business days following receipt of the District's notice. If, however, applicable law or the Member Agency's policies and procedures preclude a response from the Member Agency within that fifteen (15) day period, the Member Agency shall have such longer time period as the law or policies/procedures may allow, but in no event more than forty-five (45) days following receipt of the District's notice.

6. The District or the Engineer shall notify the Member Agency twenty-four (24) hours in advance of starting any construction work on the Improvements.

7. The Member Agency and the District shall share the total costs attributable to the engineering design, construction management (specifically including the Engineer), and construction of the Improvements, as follows:

- (a) The Member Agency shall pay fifty percent (50%) of the total cost; and,
- (b) The District shall pay fifty percent (50%) of the total cost.
- (c) The estimated total engineering, construction management, and construction costs to construct the Improvements are shown on attached Exhibit 2.
- (d) The District shall be responsible for making all initial payments to the Contractor and to the Engineer for the Improvements, with appropriate reimbursement from the Member Agency as required by this Agreement.
- (e) The District shall require the Contractor to itemize all costs paid and/or incurred in the construction of the Improvements. At such time as the Contractor forwards



an invoice to the District for any appropriate costs, the District shall forward a copy of the invoice to the Member Agency.

(f) The District shall itemize staff time and other costs it may incur in connection with the Improvements. Those costs shall be set forth in invoices to the Member Agency.

(g) The Member Agency shall review the invoice(s) and shall, within twenty (20) business days following receipt of the invoice(s) by the Member Agency, reimburse the District for appropriate actual costs, as set forth in the invoice(s). All funds tendered to the District by the Member Agency under this Agreement shall constitute reimbursement of actual costs incurred by the District or paid by the District to the Contractor and/or to the Engineer in connection with the Improvements.

8. (a) The Member Agency shall own the Improvements from the meter downstream upon completion of construction, and the District shall own the improvements upstream of the meter, and thereafter they shall each be responsible for the operation, maintenance, inspection, repair, and replacement of their portion of the Improvements.

(b) The Member Agency shall maintain perpetually a functioning check valve within the Improvements to prevent backflow into the District's water system.

(c) In order for the District to maintain its meter, the Member Agency hereby grants to the District the perpetual right at all times to access the Improvements and to operate the upstream isolation valve.

(d) The Member Agency, at its discretion and expense, and in addition to any other inspections authorized or allowed by this Agreement, may periodically inspect and test the Improvements at any time within the one (1) year period following completion

of its construction. If the Member Agency determines any defect in the materials or workmanship in the Improvements, or that the Improvements were not constructed in accordance with the Plans and Specifications, then, notwithstanding any provision of this Agreement to the contrary, the Member Agency shall notify the District and the District shall (i) cause the Contractor, at the Contractor's expense, to remedy the defect or the variance from the Plans and Specifications within a reasonable amount of time; and/or, (ii) pursue a claim against any of the Contractor's bond(s) to complete the remedial work on the Improvements.

9. To the extent this Agreement is governed by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 et seq. (the "Act"), the parties represent that they have complied with all applicable provisions of the Act, including but not limited to:

(a) Each party's governing body has authorized this Agreement by resolution;

(b) Each party has obtained the approval of this Agreement by its authorized attorney; and,

(c) Each of the parties agrees to file a copy of this Agreement with the keeper of records for that party and to comply with any notice or publication requirements of the Act.

10. This Agreement, including exhibits, attachments, and references to incorporated documents, specifically including the District's Plans and Specifications, constitute the entire agreement between the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matters contained in this Agreement.

11. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

12. Neither party may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, without the prior written consent of the other, which consent shall not be withheld unreasonably, except that either party may make an assignment to its successor in interest. Any assignment made in violation of this paragraph or in violation of law shall be void. Notwithstanding the foregoing, either party may pledge or assign this Agreement as security for its bonding or other financing activities.

13. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

14. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement. Any terms which the parties as governmental entities are mandated by law to include in this Agreement shall be considered part of this Agreement.

15. This Agreement cannot be amended except by a written instrument signed by the parties.

16. If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in that action, in addition to any other relief to which it may be entitled.

17. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and

practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

18. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations by reason of earthquakes or other natural disaster; strikes or other labor unrest; power failures; civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; or any other circumstances which are not within its reasonable control.

19. Any notice, communication, or payment required or allowed by this Agreement shall be mailed or hand-delivered to each party as follows:

If to the District, to:

Jordan Valley Water Conservancy District  
Attn: Engineering Department Manager  
 8215 South 1300 West  
 West Jordan, UT 84088

If to the Member Agency, to:

The City of South Jordan  
 Attn: Brandon Crookston  
 10996 South Redwood Road  
 South Jordan, UT 84095

With a copy to:

Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Each party may change the designation of the addressee or the address for that party by providing written notice of the change.

21. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

22. The parties intend that this Agreement benefit only them, and they do not intend there to be any third-party beneficiaries.

"District":

APPROVED:

Jordan Valley Water Conservancy District

By: \_\_\_\_\_  
As Authorized Attorney for  
the Jordan Valley Water  
Conservancy District

By: \_\_\_\_\_  
Corey L. Rushton  
Its Chair

"Member Agency":

APPROVED:

The City of South Jordan

By: Gregory Simonsen  
Gregory Simonsen (Nov 9, 2022 17:27 MST)  
As Authorized Attorney for  
The City of South Jordan

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH                    )  
   :ss.  
 COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Corey L. Rushton as Chair of the Jordan Valley Water Conservancy District.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC  
 Residing in \_\_\_\_\_

STATE OF UTAH                    )  
   :ss.  
 COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of the City of South Jordan.

Commission expires: \_\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC  
 Residing in \_\_\_\_\_

## EXHIBIT 1



# JORDAN VALLEY WATER CONSERVANCY DISTRICT

## 11400 SOUTH REDWOOD SOUTH JORDAN METER VAULT REHABILITATION

SEPTEMBER 2022



SHEET NO.	DRAWING NO.	SHEET TITLE
1	G-1	COVER SHEET
2	G-2	GENERAL NOTES
3	D-1	DEMOLITION PLAN
4	M-1	MECHANICAL PLAN
5	M-2	MECHANICAL DETAILS
6	E-1	ELECTRICAL DEMOLITION
7	E-2	ELECTRICAL PLAN

REVISIONS			
REV.	DESCRIPTION	BY	DATE



**JORDAN VALLEY WATER  
CONSERVANCY DISTRICT**  
8215 South 1300 West  
West Jordan, UT 84088  
801-565-4300

LINE IS 1/8" INCH AT FULL SIZE (IF NOT 1" - SCALE ACCORDINGLY)	ORIGINAL SIZE <b>B</b>
SCALE: NTS	
DESIGN:	CDT
DRAWING:	CDT
PROJ. MGR:	CDT
APPROVAL:	DRM

11400 SOUTH REDWOOD METER VAULT REHABILITATION	DATE 9/28/2022
COVER	PROJECT NUMBER 4283
	DRAWING NUMBER G1
	SHEET NUMBER 1 OF 7



THE CONTRACTOR SHALL CAREFULLY READ ALL OF THE NOTES AND SPECIFICATION, THE CONTRACTOR SHALL ACCEPT THE TRUE MEANING AND BE RESPONSIBLE FOR COMPLYING WITH EACH.

GENERAL NOTES:

1. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS INCLUDED AS PART OF THE CONTRACT DOCUMENTS.
2. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL NECESSARY AND PROPER LABOR AND MATERIALS NECESSARY FOR THE WORK CONTEMPLATED AND THAT THE WORK BE IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATION. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.
3. WHERE THE PLANS OR SPECIFICATION DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.
4. THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR; IT SHALL BE EXPECTED THAT PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL MATERIALS NECESSARY AND PROPER LABOR FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES, WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHT-OF-WAYS, EASEMENTS, AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL, AT THE TIME OF BIDDING, AND, THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT OF THE BID.
7. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY THEMSELVES BY PERSONAL EXAMINATION OR BY

- SUCH OTHER MEANS AS THEY MAY PREFER, OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, THEY HAVE REVIEWED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, AND SANITARY FACILITIES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
9. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND ENGINEER.
10. THE CONTRACTOR AGREES THAT:

A. THEY WILL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH PHASE OF WORK.

B. THEY WILL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

C. THEY WILL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER.

D. THEY WILL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.

E. THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND RE-INSPECTION AT THEIR OWN EXPENSE.
11. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

12. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.
13. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AFTER PROPER BACKFILLING AND/OR CONSTRUCTION, WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.
14. THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION, DIMENSION, AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, MODIFICATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.
15. WORK IN ANY EASEMENT AND/OR RIGHT-OF-WAY IS SUBJECT TO THE APPROVAL AND ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MAINTENANCE OF SAID EASEMENT AND/OR RIGHT-OF-WAY.
16. UPON SUBSTANTIAL COMPLETION OF WORK, THE CONTRACTOR SHALL BROOM SWEEP WORK SITE PRIOR TO CALLING FOR INSPECTION.
17. JVWCD STAFF WILL SERVE AS ENGINEER ON THIS PROJECT.
18. THE ENTIRE INSTALLATION SHALL BE IN ACCORDANCE WITH THE MOST RECENTLY ADOPTED REQUIREMENTS OF THE INTERNATIONAL MECHANICAL CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL BUILDING CODE, NATIONAL ELECTRICAL CODE, AND ALL OTHER APPLICABLE CITY, COUNTY, STATE, AND NATIONAL CODES AND REGULATIONS IN EFFECT AT THE DATE OF THE BID.
19. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
20. ANY PART OF THIS INSTALLATION THAT FAILS, IS UNFIT, OR BECOMES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
21. ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S RECOMMENDATIONS. PROVIDE ALL FITTINGS, TRANSITIONS, AND OTHER DEVICES/ACCESSORIES REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.

ELECTRICAL IMPROVEMENTS:

1. PRIOR TO SUBMITTING A BID THE ELECTRICAL CONTRACTOR SHALL INSPECT THE SITE AND INCLUDE IN THEIR BID PACKAGE ALL CHARGES DUE TO EXISTING CONDITIONS. SHOP DRAWINGS ARE REQUIRED.
2. THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING OF ANY DISCREPANCIES FOUND BETWEEN THE INTENDED FUNCTION OF EQUIPMENT AND EQUIPMENT SPECIFIED IN THE CONTRACT DOCUMENTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ISSUANCE OF THE FINAL BID. FAILURE TO REPORT ANY DISCREPANCY (CATALOG NUMBERS, DISCONTINUED ITEMS, ETC.) DOES NOT RELIEVE THE CONTRACTOR FROM PROVIDING EQUIPMENT WHICH SHALL CONFORM TO FULFILL THE INTENT OF THE CONTRACT DOCUMENTS. NOR SHALL IT BE USED AS A CONDITION TO OBTAIN ADDITIONAL FUNDS FROM THE OWNER AFTER THE CONTRACT IS AWARDED. THE CONTRACTOR SHALL REQUEST ALL CLARIFICATIONS OF CONTRACT DOCUMENT REQUIREMENTS IN WRITING TO THE ENGINEER A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ISSUANCE OF THE FINAL ADDENDUM.
3. MINIMUM SIZE OF CONDUIT TO BE 3/4". ALUMINUM CONDUITS SHALL NOT BE USED.
4. RUN A NEUTRAL CONDUCTOR FOR EACH PHASE CONDUCTOR (EACH CIRCUIT) IN A CONDUIT.
5. ALL NEW EXPOSED CONDUIT SHALL RUN AGAINST THE WALLS OR CEILINGS. DO NOT PENDANT MOUNT ANY CONDUIT FROM THE CEILINGS. (FLOW METER EXCEPTED)
6. ALL ELECTRICAL WIRING SHALL BE STRANDED AND IN CONDUIT (ROMEX AND MC CABLE NOT PERMITTED).
7. ALL CONDUITS SHALL BE GALVANIZED RIGID STEEL, UNLESS OTHERWISE NOTED. BURIED CONDUIT SHALL BE SCHEDULE 40 PVC.
8. ALL NEW WORK SHALL MEET THE CURRENT ADOPTED NATIONAL ELECTRICAL CODE.
9. CONTRACT DOCUMENTS SHALL TAKE PRECEDENCE OVER SHOP DRAWINGS UNLESS SPECIFICALLY NOTED OTHERWISE.
10. ALL CONDUCTORS SHALL BE STRANDED COPPER.
11. ALL WIRING DEVICES SHALL BE BACK WIRED ONLY.
12. STRANDED CONDUCTORS REQUIRE LUGS AND SHALL NOT BE WRAPPED AROUND SCREWS.

SURFACE IMPROVEMENTS:

1. PAVEMENT, SIDEWALK AND SURFACE IMPROVEMENTS, AND LANDSCAPE DISTURBED DURING THIS WORK SHALL BE REPLACED AS PART OF THE WORK. ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE.

REVISIONS			
REV.	DESCRIPTION	BY	DATE



**JORDAN VALLEY WATER**  
CONSERVANCY DISTRICT  
8215 South 1300 West  
West Jordan, UT 84088  
801-565-4300

LINE IS 1" INCH  
AT FULL SIZE  
(IF NOT 1" - SCALE ACCORDINGLY)

ORIGINAL  
SIZE  
**B**

SCALE: NTS

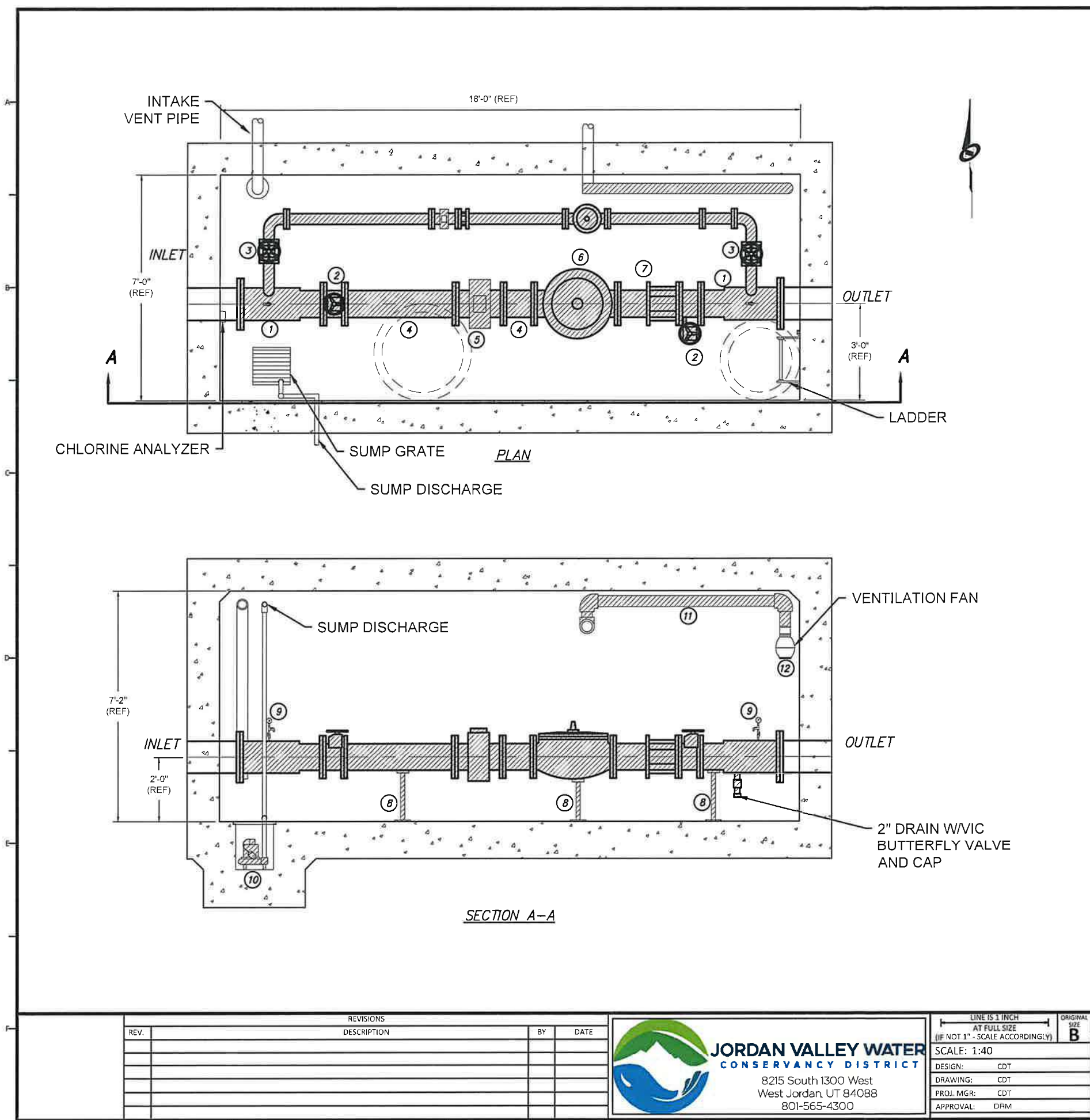
DESIGN: CDT

DRAWING: CDT

PROJ. MGR: CDT

APPROVAL: DRM

11400 SOUTH REDWOOD METER VAULT REHABILITATION		DATE 9/28/2022
GENERAL NOTES		PROJECT NUMBER 4283
		DRAWING NUMBER G2
		SHEET NUMBER 2 OF 7



EQUIPMENT TO DEMO			
NUMBER	DESCRIPTION	SIZE	COUNT
1	REDUCING TEE	12X10"	2
2	BUTTERFLY VALVE	10"	2
3	BYPASS LINE WITH METER AND VALVES	4"	1
4	SPOOL	10"	2
5	FLOW METER	10"	1
6	PRV VALVES	10"	1
7	COUPLER	10"	1
8	PIPE STAND	--	3
9	PRESSURE ASSEMBLY	1/2"	2
10	SUMP PUMP	--	1
11	OUTLET VENT PIPE	4" PVC	1
12	FAN SCREEN	--	1

- NOTES:
1. DEMO ALL EQUIPMENT MARKED WITH HATCH LINES IN DRAWING.
  2. OWNER WILL DEPRESSURIZE PIPE AND DRAIN. OWNER CANNOT GUARANTEE DRIP-TIGHT SHUT OFF.
  3. DEMOLISH PIPING SALVAGE TO CONTRACTOR. CONTRACTOR MUST BE PREPARED FOR UP TO 5 gpm NUISANCE WATER



EXISTING PIPE CONDITION IN VAULT

REVISIONS			
REV.	DESCRIPTION	BY	DATE



**JORDAN VALLEY WATER**  
CONSERVANCY DISTRICT  
8215 South 1300 West  
West Jordan, UT 84088  
801-565-4300

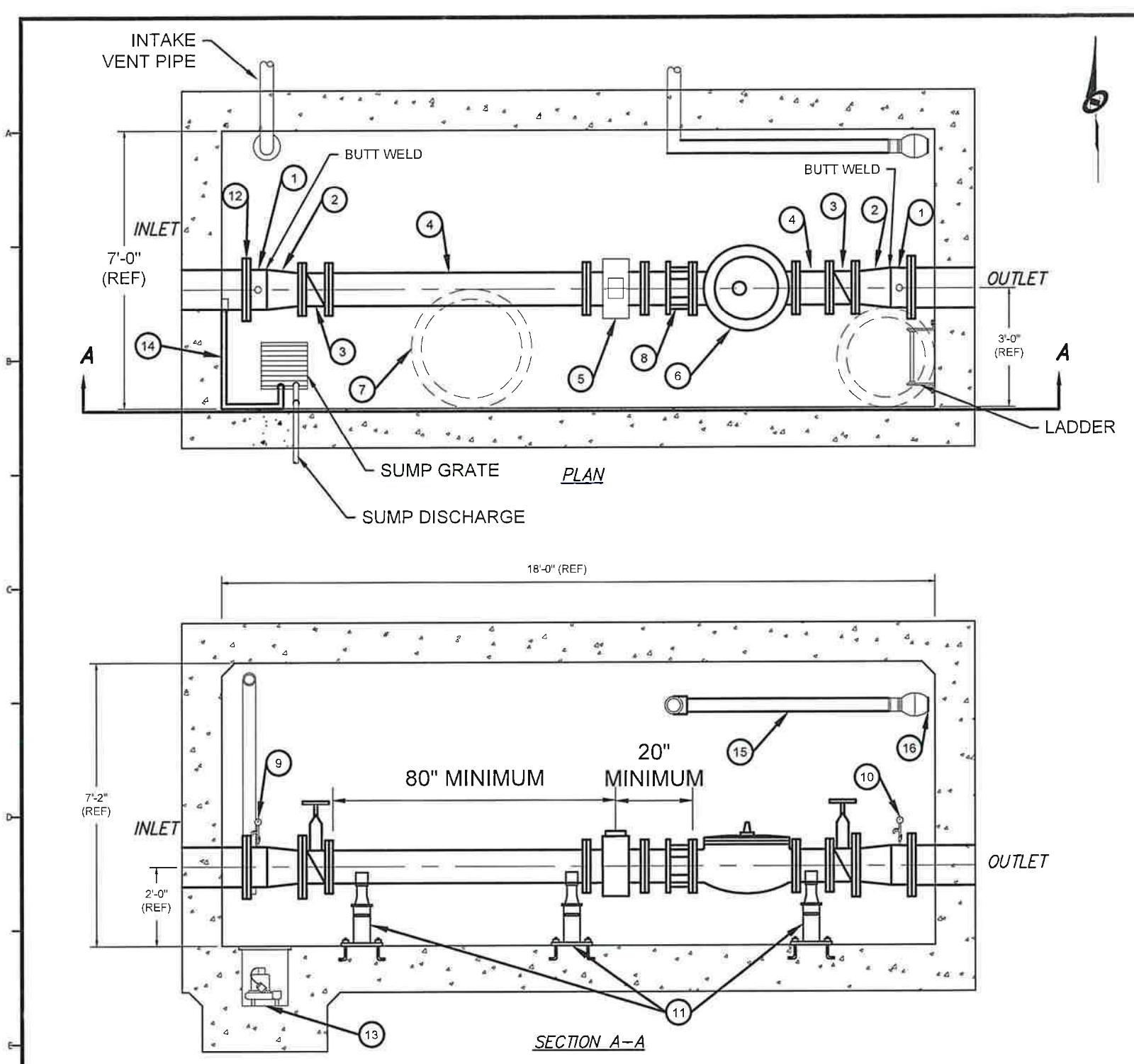
LINE IS 1/8" AT FULL SIZE (IF NOT 1" - SCALE ACCORDINGLY)	ORIGINAL SIZE <b>B</b>
SCALE: 1:40	
DESIGN:	CDT
DRAWING:	CDT
PROJ. MGR:	CDT
APPROVAL:	DRM

11400 SOUTH REDWOOD METER VAULT REHABILITATION

DEMOLITION PLAN

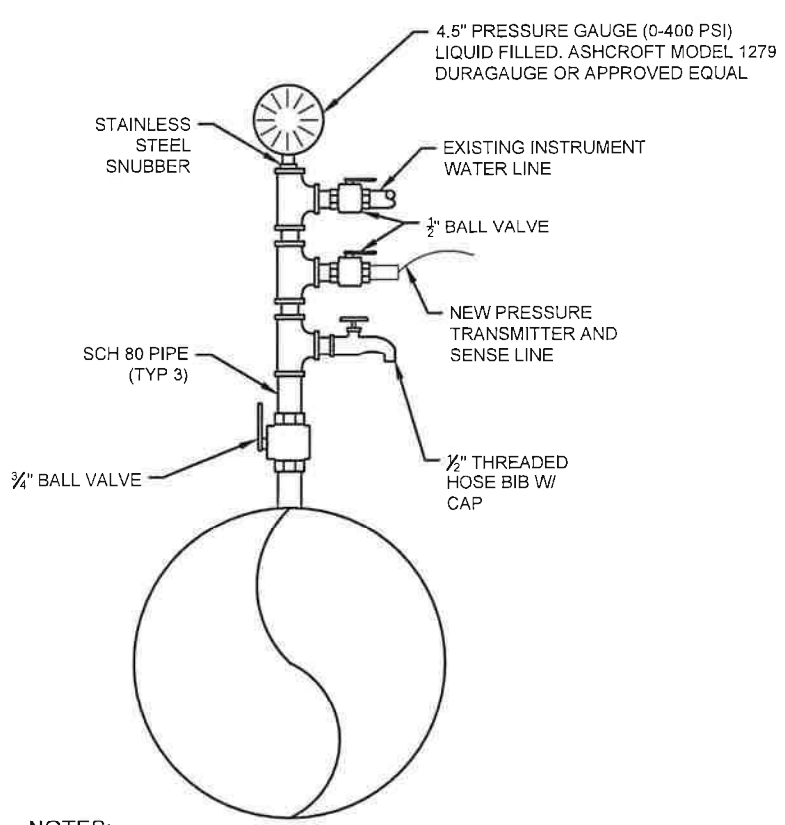
DATE	9/28/2022
PROJECT NUMBER	4283
DRAWING NUMBER	D1
SHEET NUMBER	3 OF 7





NEW EQUIPMENT				
NUMBER	DESCRIPTION	SIZE	CONNECTION	COMMENTS
1	SPOOL FOR PRESSURE GAGE TEE	12"	FLG. X BUTT WELD	FLANGE CLASS 300 INLET SIDE, CLASS 150 OUTLET SIDE
2	STEEL REDUCER	12"X10"	BUTT WELD X FLANGE	FLANGE CLASS 300 INLET SIDE, CLASS 150 OUTLET SIDE
3	GATE VALVE	10"	CLASS 300 FLANGE, INLET, CLASS 150 OUTLET.	CLOW VALVE 2639 OR MUELLER VALVE 2631
4	SPOOL	10"	CLASS 300 X CLASS 150 FLANGES	EPOXY LINE AND COAT
5	MAGNETIC FLOW METER	10"	CLASS 300 FLANGE	PROVIDED BY JWCD, INSTALLED BY CONTRACTOR
6	PRESSURE REDUCING VALVE	10"	CLASS 300 FLANGE	PROVIDED BY SOUTH JORDAN, INSTALLED BY CONTRACTOR
7	SEAL MANHOLE OPENING	3'	--	SIKA FASTFIX-138 TT OR EQUAL. ENSURE FULLY HARDENED BEFORE RETURNING LID.
8	DISMANTLING JOINT	10"	CLASS 300 FLANGE	ROMAC DJ 400 CLASS F W/ SS TIE RODS AND BOLTS OR APPROVED EQUAL
9	INLET PRESSURE TEE ASSEMBLY	4"	THREAD	SEE DETAIL M2-A
10	OUTLET PRESSURE TEE ASSEMBLY	4"	THREAD	SEE DETAIL M2-B
11	ADJUSTABLE PIPE SUPPORT	--	--	SEE DETAILS M2-C
12	INSULATING FLANGE KIT	12"	FLANGE	FLANGE CLASS 300
13	SUMP PUMP	2"	120VAC	TSURUMI MODEL# HSE2.4S-62 SUBMERSIBLE PUMP. CONNECT TO EXISTING SUMP LINE. PLUS INTO EXISTING SUMP OUTLET.
14	CHLORINE ANALYZER DRAIN LINE	1.5"	PVC ELBOWS	PVC. SLOPE FROM ANALYZER TO SUMP. SECURE TO WALL WITH S.S. CLAMPS EVERY 36"
15	OUTLET PVC VENT PIPE	4"	PVC ELBOWS	ROUTE VENT PIPE TO ELIMINATE ANY TRAPS. PLACE EXISTING FAN ON END NEAR EXISTING FAN LOCATION. ATTACH TO WALL EVERY 4' WITH S.S. STRAPS.
16	FAN INTAKE COVER	#4 MESH	WORM CLAMP	FINGER GUARD.

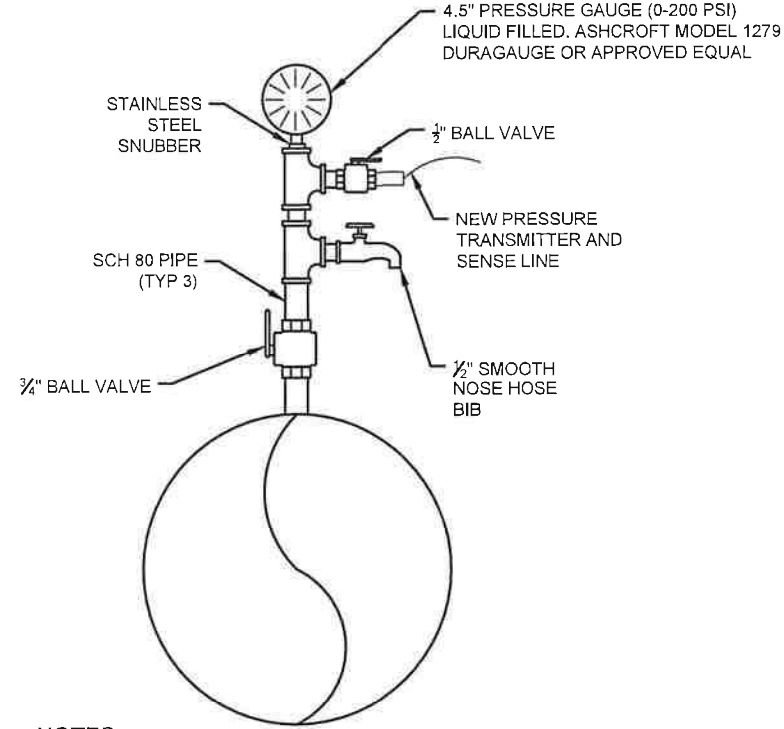
- GENERAL NOTES:
- USE STAINLESS STEEL BOLTS AND NUTS
  - EXPOSED METAL PIPING, FITTINGS, AND VALVES SHALL BE COATED WITH A HIGH SOLIDS TWO COMPONENT EPOXY COATING SYSTEM. THE EPOXY COATING SHALL BE AMERON, AMERLOCK 400, BL-4 LIGHT BLUE, OR APPROVED EQUAL.
  - CLEAN AND DISINFECT ALL PIPING BEFORE PUTTING INTO SERVICE.
  - ALL COMPONENTS IN CONTACT WITH CULINARY WATER SHALL BE NSF-61 APPROVED.



NOTES:

1. ALL PIPING, BALL VALVES, AND FITTINGS TO BE STAINLESS STEEL.

**A** INLET PRESSURE TEE ASSEMBLY DETAIL



NOTES:

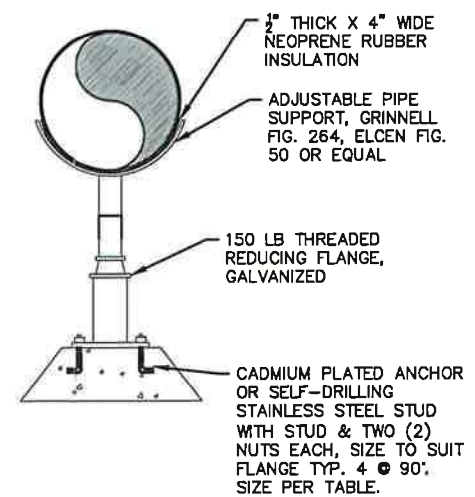
1. ALL PIPING, BALL VALVES, AND FITTINGS TO BE STAINLESS STEEL.

**B** OUTLET PRESSURE TEE ASSEMBLY DETAIL

NOTES:

1. PIPE SUPPORTS TO BE HOT DIP GALVANIZED AFTER FABRICATION.

2. FIELD APPLY GALVANIZED COATING TO EXPOSED THREADED SECTION.



**C** ADJUSTABLE PIPE SUPPORT DETAILS

REVISIONS			
REV.	DESCRIPTION	BY	DATE

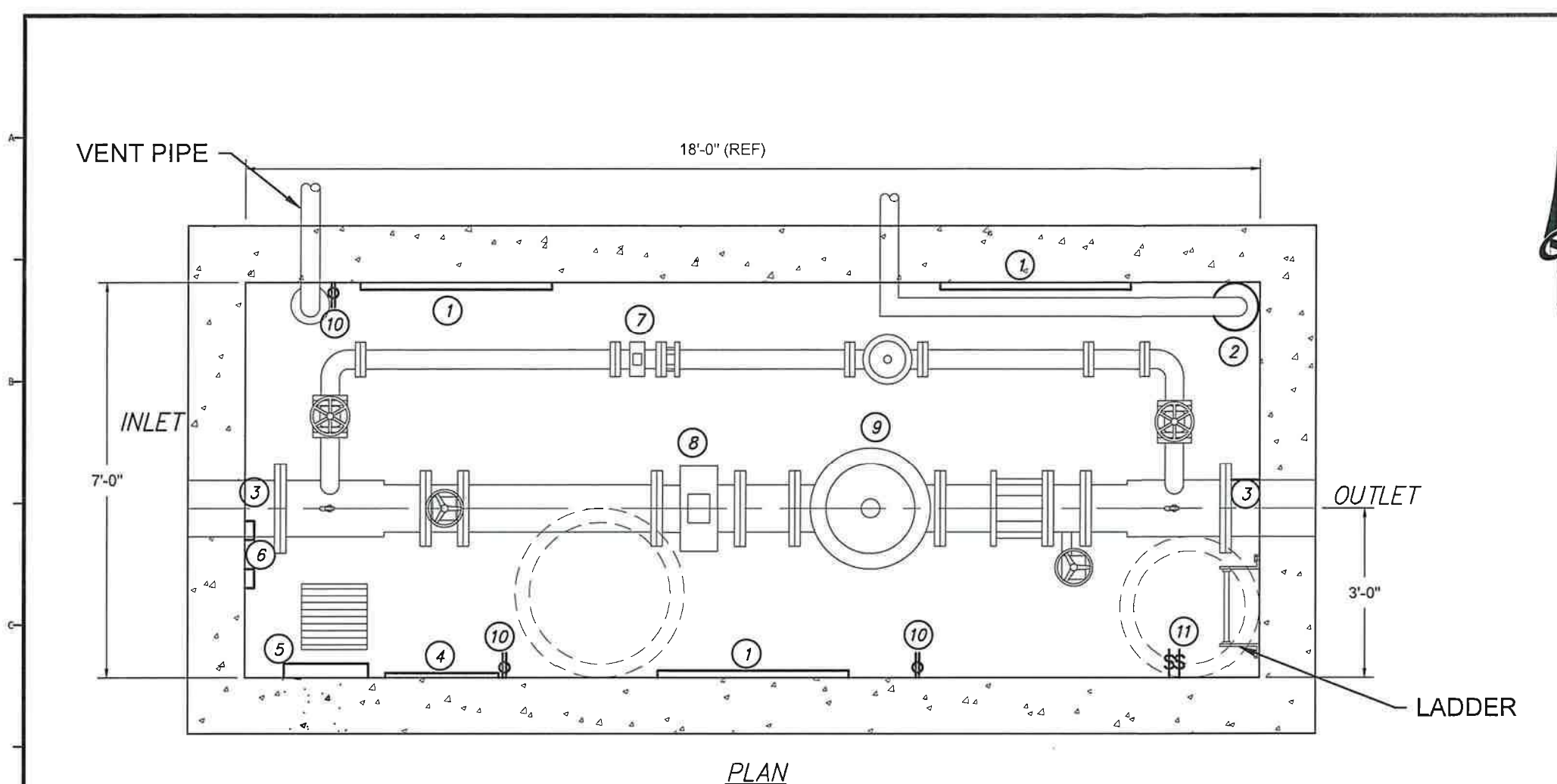


**JORDAN VALLEY WATER**  
CONSERVANCY DISTRICT  
8215 South 1300 West  
West Jordan, UT 84088  
801-565-4300

LINE IS 1/8" AT FULL SIZE (IF NOT 1" = SCALE ACCORDINGLY)		ORIGINAL SIZE <b>B</b>
SCALE: NTS		
DESIGN:	CDT	
DRAWING:	CDT	
PROJ. MGR:	CDT	
APPROVAL:	DRM	

11400 SOUTH REDWOOD METER VAULT REHABILITATION		DATE 9/28/2022
MECHANICAL DETAILS		PROJECT NUMBER <b>4283</b>
		DRAWING NUMBER <b>M2</b>
		SHEET NUMBER <b>5 OF 7</b>





EXISTING FLOOD SWITCH JUNCTION BOX



EXISTING FLOOD SWITCHES AND SUMP.



EXISTING PRESSURE TRANSMITTER JUNCTION BOX

EQUIPMENT		
NUMBER	DESCRIPTION	COMMENTS
1	LIGHTS	PROTECT FIXTURE. DEMO BALLAST AND TUBES.
2	FAN	PROTECT
3	PRESSURE TRANSMITTER AND LINES	DEMO, INCLUDING OUTLET JUNCTION BOX
4	FLOOD SWITCHES AND JUNCTION BOXES	DEMO
5	JUNCTION BOX WITH TIMER	PROTECT
6	CHLORINE ANALYZER AND DISPLAY	PROTECT
7	BYPASS METER CONDUIT	DEMO TO 2' FROM WEST WALL
8	MAINLINE METER CONDUIT	PROTECT, REDIRECT TO NEW METER LOCATION AS NEEDED
9	PRV SOLENOID CONDUITS	PROTECT, REDIRECT TO NEW PRV LOCATION AS NEEDED
10	POWER RECEPTACLE	DEMO WITH COVER, PROTECT BOX.
11	SWITCHES	PROTECT, DEMO RUSTY CONDUIT FITTINGS

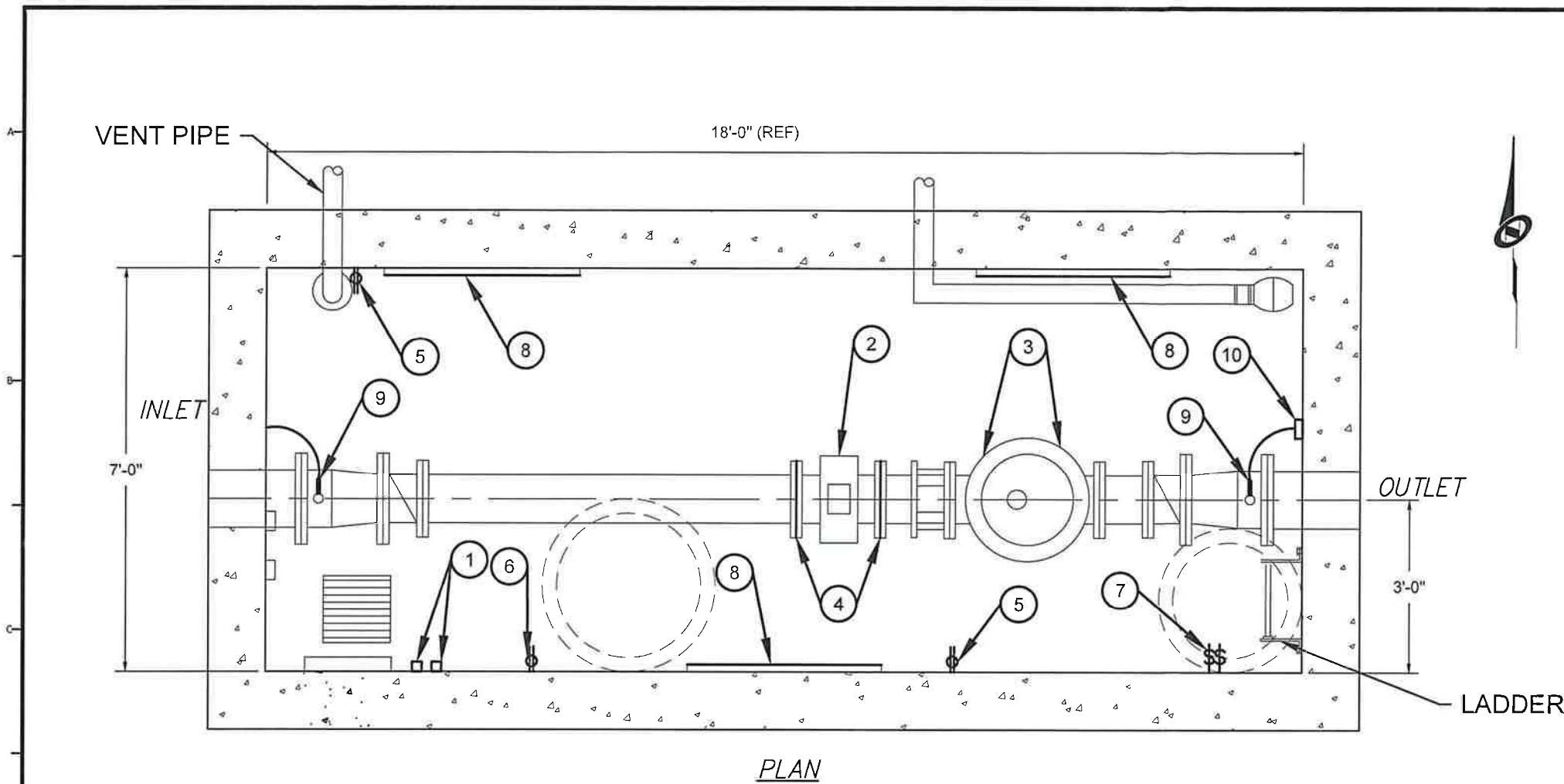
- NOTES:
1. REUSE CONDUITS NOT MARKED FOR DEMOLITION.

Item H.3.

1.

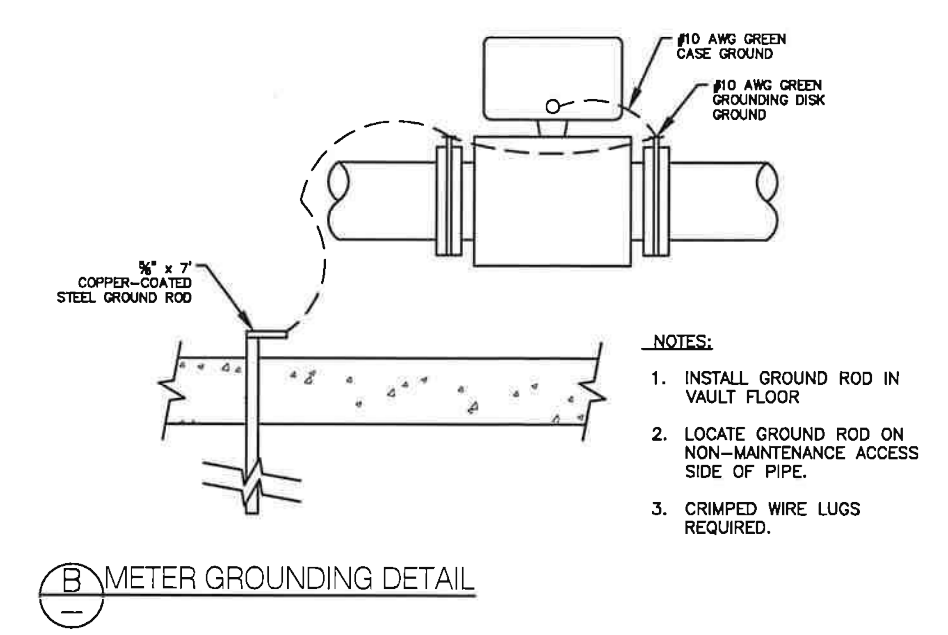
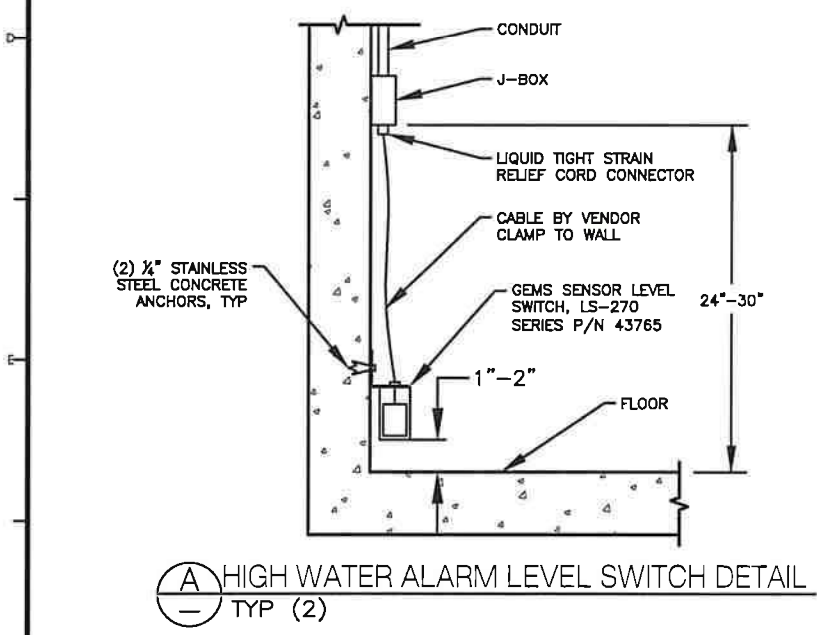
ENCIES, MEMBERS\ SOUTH\_JORDAN\METER STATIONS\11400 S 1700 W\4283 METER VAULT REHABILITATION\DRAWINGS\11400 SOUTH REDWOOD RD.-E.DWG

98



EQUIPMENT		
NUMBER	DESCRIPTION	COMMENTS
1	FLOOD/LEVEL SWITCHES	ONE FOR JWVCD AND ONE FOR SOUTH JORDAN. SEE DETAIL E2-A
2	FLOW METER HOOKUP	USE MANUFACTURER SUPPLIED CABLES FOR POWER AND COMMUNICATION. USE EXISTING CONDUITS. CONNECTIONS IN RTU CABINET BY OWNER.
3	PRV SOLENOID CONNECTIONS	CONNECT USING EXISTING CONDUITS.
4	FLOW METER GROUNDING	SEE DETAIL E2-B
5	RECEPTACLE (2)	INSTALL GFCI RECEPTACLE AND COVER, HUBBELL GF5362W.
6	RECEPTACLE FOR SUMP AND ANALYZER	INSTALL NEW DEPLEX NON-GFCI RECEPTACLE AND COVER. HUBBELL 5362W.
7	LIGHT AND FAN SWITCHES	REPLACE REMOVED CONDUIT FITTINGS.
8	LED LIGHT BULBS	REPLACE OLD TUBES WITH NEW LED LIGHTS
9	PRESSURE TRANSMITTER AND SENSE LINE	ROSEMOUNT 3051, 0-800 PSI, ANALOG OUTPUT. MANIFOLD NOT REQUIRED. OUTLET SIDE TO SOUTH JORDAN. INLET SIDE TO SOUTH JORDAN AND JWVCD.
10	PRESSURE TRANSMITTER JUNCTION BOX	

- NOTES:
- ALL NEW CONDUITS WITHIN METER VAULT SHALL BE GALVANIZED RIGID STEEL. MINIMUM SIZE OF CONDUIT TO BE 3/4".
  - ALL FLEXIBLE CONDUIT SHALL BE LIQUIDTIGHT NON-METALLIC TYPE.
  - NEW CONDUIT BODIES AND DEVICE BOXES SHALL BE CAST MALLEABLE IRON, TYPE FS OR FD.
  - ALL CONDUCTORS SHALL BE STRANDED COPPER.
  - ALL CONDUIT PENETRATIONS INTO JUNCTION BOXES OR ENCLOSURES SHALL USE THREADED WATER TIGHT HUBS (MYERS HUB).
  - ALL WIRING DEVICES SHALL BE HEAVY DUTY, BACK WIRED ONLY. STRANDED CONDUCTORS SHALL NOT BE WRAPPED AROUND SCREWS, CRIMP LUGS SHALL BE USED.
  - CONTRACTOR SHALL PROVIDE CONDUCTORS AND TERMINATIONS FOR A FULLY FUNCTIONAL SYSTEM.
  - CONTRACTOR SHALL PROVIDE 5-FOOT SERVICE LOOP FOR ALL CONDUCTORS IN OWNER'S RTU CABINET. RTU INTERIOR COMPONENTS AND ASSEMBLY BY JWVCD.



REVISIONS				BY		DATE		11400 SOUTH REDWOOD METER VAULT REHABILITATION		DATE 9/28/2022	
REV.	DESCRIPTION										

JORDAN VALLEY WATER  
CONSERVANCY DISTRICT  
8215 South 1300 West  
West Jordan, UT 84088  
801-565-4300

LINE IS 1/8" AT FULL SIZE (IF NOT 1" - SCALE ACCORDINGLY)

SCALE: 1:30

DESIGN: CDT

DRAWING: CDT

PROJ. MGR: CDT

APPROVAL: DRM

ORIGINAL SIZE B

ELECTRICAL PLAN

PROJECT NUMBER 4283

DRAWING NUMBER E2

SHEET NUMBER 7 OF 7

## EXHIBIT 2

## Exhibit 2

Cost-sharing agreement with South  
Jordan City for the 11400 South  
Redwood Meter Vault Rehabilitation  
Project

JVWCD Staff Costs			
	Total Hours	Billing Rate	Total Cost
Project Manager: Conor Tyson, Staff Engineer	66.5	\$ 56.40	\$ 3,750.60
Electrical Engineer: Don Olsen, PE	15	\$ 85.48	\$ 1,282.13
Engineer of Record: David McLean, PE, Senior Engineer	8.5	\$ 95.12	\$ 808.52
		Total:	\$ 5,841.25

Construction	
Demolition	\$ 5,393
Mechanical	\$ 61,688
Electrical	\$ 23,604
Permits	\$ 876
Total:	\$ 91,561

Total Cost:	\$ 97,402.25
JVWCD to pay 1/2	\$ 48,701.12
CUWCD to pay 1/2	\$ 48,701.12



South Jordan, Utah

November 15, 2022

The City Council (the “Council”) of the City of South Jordan, Utah (the “City”), met in regular public session at the regular meeting place of the Council in South Jordan, Utah, on Tuesday, November 15, 2022, at the hour of 6:30 p.m., with the following members of the Council being present:

Dawn R. Ramsey	Mayor
Patrick Harris	Councilmember
Brad Marlor	Councilmember
Jason T. McGuire	Councilmember
Donald Shelton	Councilmember
Tamara Zander	Councilmember

Also present:

Gary Whatcott	City Manager
Anna Crookston	City Recorder
Sunil Naidu	Chief Financial Officer
Ryan Loose	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the following Resolution was introduced in written form along with a Certificate of Compliance with Open Meeting Law with respect to this November 15, 2022, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in writing, was fully discussed, and pursuant to motion duly made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_ adopted by the following vote:

AYE:

NAY:

After the Mayor signed the resolution, it was recorded by the City Recorder in the official records of the City. The resolution is as follows:

## RESOLUTION NO. 2022-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH (THE “CITY”) AUTHORIZING AND APPROVING THE EXECUTION OF A LOAN AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION TO FINANCE TRANSPORTATION INFRASTRUCTURE PROJECTS WITHIN THE CITY; PROVIDING FOR THE PUBLICATION OF A NOTICE OF THIS RESOLUTION AND THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

WHEREAS, the City desires to enter into a loan agreement (the “Loan Agreement”) with the Utah Department of Transportation (“UDOT”) to borrow funds appropriated to the State Infrastructure Bank Fund in order to finance certain transportation infrastructure projects within the City, such Loan Agreement to be in substantially the form attached hereto as Exhibit B; and

WHEREAS, the City intends to use its general fund revenues to repay amounts borrowed under the Loan Agreement; and

WHEREAS, Section 72-2-204 of the Utah Code Annotated 1953, as amended (the “Loan Act”), provides that before obtaining an infrastructure loan, a municipality must give notice of its intention to obtain such loan; and

WHEREAS, the City desires to provide such notice in compliance with the Loan Act;

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

Section 1. The Loan Agreement, in substantially the form presented to this meeting and attached hereto as Exhibit B, is hereby authorized, approved, and confirmed. The City Manager and Chief Financial Officer/ Budget Officer are hereby authorized to execute and deliver the Loan Agreement in substantially the form and with substantially the content as the form presented at this meeting for and on behalf of the City, and with any alterations, changes or additions which may be necessary to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instrument, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 2. In compliance with the Loan Act, the City shall publish notice of this Resolution (i) once in The Salt Lake Tribune, a newspaper of general circulation in the City, (ii) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of the Loan Agreement to be kept on file in her office in the City for public examination during the regular business hours of the

City until at least thirty (30) days from and after the date of publication. For a period of thirty (30) days from and after the date of the publication of such notice is provided by law during which any person in interest shall have the right to contest the legality of this Resolution or the Loan Agreement, or any provision made for the security and payment of the Loan Agreement, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

Section 3. This Resolution shall take effect immediately upon its approval and adoption.

PASSED, ADOPTED AND APPROVED this November 15, 2022.

CITY OF SOUTH JORDAN, UTAH

(SEAL)

---

Mayor

ATTEST:

---

City Recorder

(Here follows business not pertinent to the above.)

Pursuant to motion duly made and seconded, the City Council adjourned.

(SEAL)

---

Mayor

ATTEST:

---

City Recorder

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF SALT LAKE )

I, Anna Crookston, the undersigned duly appointed, qualified and acting City Recorder of the City of South Jordan, Utah (the “City”), do hereby certify:

1. The foregoing pages are a true, perfect and complete copy of a resolution duly adopted by the City Council of the City during proceedings of the City Council of the City, had and taken at a lawful regular meeting of said City Council held at the City offices in South Jordan, Utah, on November 15, 2022, commencing at the hour of 6:30 p.m., as recorded in the regular official book of the proceedings of the City kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

2. All members of said City Council of said City were duly notified of said meeting pursuant to law.

3. I further certify that the Resolution, with all exhibits attached, was deposited in my office on November 15, 2022, and that pursuant to the Resolution, notice of the Resolution will be published:

(i) in The Salt Lake Tribune, a newspaper having general circulation in the City, and with the affidavit of said publication, when available, attached hereto;

(ii) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended; and

(iii) on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this November 15, 2022.

By: \_\_\_\_\_  
City Recorder

(SEAL)

## EXHIBIT A

### CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Anna Crookston, the undersigned City Recorder of the City of South Jordan, Utah (the “City”) do hereby certify, according to the records of the City Council of the City (the “Council”) in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 15, 2022, public meeting held by the City Council as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune, either directly or through the newspaper’s subscription to the Utah Public Notice Website (<http://pmn.utah.gov>), at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2022 Annual Meeting Schedule for the Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the Council to be held during the year, by causing said Notice to be (a) posted on \_\_\_\_\_, 2022 at the principal office of City, (b) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year and (c) provided to at least one newspaper of general circulation within the City either directly or pursuant to its subscription to the Utah Public Notice Website (<http://pmn.utah.gov>).

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 15, 2022.

(SEAL)

By: \_\_\_\_\_  
City Recorder

SCHEDULE 1  
NOTICE OF MEETING



SCHEDULE 2  
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of Resolution)

EXHIBIT B  
FORM OF LOAN AGREEMENT



**State of Utah  
Department of Transportation**

**Loan Agreement  
State Infrastructure Bank Fund**

**THIS LOAN AGREEMENT** made and entered into on October 18, 2022, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "UDOT", and **South Jordan City**, a political subdivision of the State of Utah, hereinafter referred to as the "Public Entity."

**RECITALS**

**WHEREAS**, the Public Entity has applied for an infrastructure loan from the Utah State Infrastructure Bank Fund.

**WHEREAS**, the purpose of this infrastructure loan is to construct transportation infrastructure projects within the Public Entity jurisdiction.

**WHEREAS**, the Transportation Commission has approved the infrastructure loan application on September 16, 2022.

**THIS LOAN AGREEMENT** is made to set out the terms and conditions of UDOT loaning the money from the State Infrastructure Bank Fund to the Public Entity.

**AGREEMENT**

**NOW THEREFORE**, it is agreed by and between the parties hereto as follows:

1. UDOT will loan the Public Entity \$984,000.00 from the State Infrastructure Bank Fund to enable the Public Entity to construct the transportation infrastructure projects referenced above within the Public Entity jurisdiction.

2. The Public Entity shall only use funds for transportation projects as described in Utah Code Section 72-2-201.

3. At the end of the transportation project, all unused funds will be applied to the principal amount.

4. The interest rate will be 2.95% per annum interest with a loan duration of TEN years.

5. Public Entity will pay the principal and interest according to Exhibit A, which is incorporated by reference. The Public Entity intends to use general fund revenue to repay the loan. The first payment referenced in Exhibit A will be made on or before twelve months from the closing date. All subsequent payments will be made on or before December 31 of each subsequent year until the loan is paid in full.

6. In the event the Public Entity is 30 days delinquent with a payment on a due date as shown in Exhibit A, UDOT will comply with UC 72-2-204 until the payment or loan has been satisfied. UDOT will not issue any more loans to Public Entity while the loan is in default.

7. If Public Entity breaches any terms of this Agreement, UDOT may seek any legal or equitable remedy to obtain compliance or payment of damages. In the event an action is filed in district court, the venue shall be Salt Lake County, Third District Court.

8. Public Entity represents that notice was published of its intention to obtain an infrastructure loan at least once in accordance with the publication of notice requirements under Section

11-14-316; and adopted an ordinance or resolution authorizing the infrastructure loan in compliance with Utah Code Section 72-2-204(4).

9. Each party to this Agreement shall designate a representative as the contact to address questions and issues as they arise under this agreement.

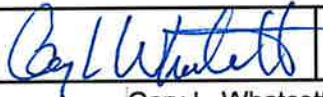

10. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

11. This Agreement may be executed in counter parts by the parties.

12. Each party represents that it has the authority to enter into this Agreement.

13. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each party.

This Agreement will become effective when all parties have signed. The effective date of this agreement is the date this Agreement was signed by the last party.

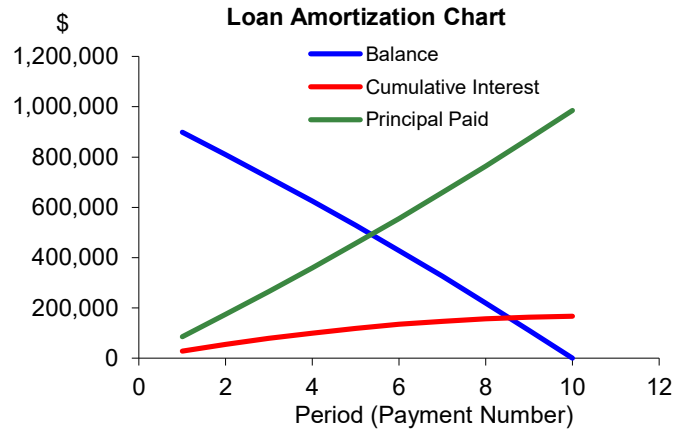
City of South Jordan, Utah				Utah Department of Transportation			
By		10/18/22		By		Date	
Gary L. Whatcott, City Manager				Shara Hillier, UDOT Finance Director			
By		10/18/22		By		Date	
Sunil K Naidu, Chief Financial Officer/Budget Officer				Recommended for approval Lyle McMillan, UDOT Director of Strategic Investments			
By		Date		By		Date	
Title/Signature of additional official if required				UDOT Comptroller Office			

# Amortization Chart


[HELP](#)

© 2008 Vertex42 LLC

Loan Amount ( <b>pv</b> )	984,000
Interest Rate ( <b>rate</b> )	2.95%
Total # of Periods ( <b>Nper</b> )	10
Payment per Period	\$ 115,060.66
Total Interest Paid	\$ 166,606.60



Payment Date	Period	Payment Amount	Interest	Cumulative Interest	Principal	Principal Paid	Balance
						\$	984,000.00
12/31/2023	1	115,060.66	29,028.00	29,028.00	86,032.66	86,032.66	897,967.34
12/31/2024	2	115,060.66	26,490.04	55,518.04	88,570.62	174,603.28	809,396.72
12/31/2025	3	115,060.66	23,877.20	79,395.24	91,183.46	265,786.74	718,213.26
12/31/2026	4	115,060.66	21,187.29	100,582.53	93,873.37	359,660.11	624,339.89
12/31/2027	5	115,060.66	18,418.03	119,000.56	96,642.63	456,302.74	527,697.26
12/31/2028	6	115,060.66	15,567.07	134,567.63	99,493.59	555,796.34	428,203.66
12/31/2029	7	115,060.66	12,632.01	147,199.63	102,428.65	658,224.99	325,775.01
12/31/2030	8	115,060.66	9,610.36	156,810.00	105,450.30	763,675.29	220,324.71
12/31/2031	9	115,060.66	6,499.58	163,309.58	108,561.08	872,236.37	111,763.63
12/31/2032	10	115,060.66	3,297.03	166,606.60	111,763.63	984,000.00	0.00
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#N/A		-	-	-	-	-	-
#N/A		-	-	-	-	-	-

**SOUTH JORDAN CITY COUNCIL REPORT**

Meeting Date: 11/15/2022

**Issue:**                **CONTRACT APPLIANCE SALES  
REZONE FROM C-F TO I-F**

**Address:**            401 W 10000 S and 429 W 10000 S

**File No:**             PLZBA202200167

**Applicant:**         Danny Johnson, Contract Appliance Sales

**Submitted by:** Ian Harris, Planner I  
Shane Greenwood, Supervising Senior Engineer

**Staff Recommendation (Motion Ready):** I move that the City Council **approve** the proposed rezone, Zoning Ordinance 2022-08-Z, from C-F to I-F.

<b>ACREAGE:</b>	1.79 acres
<b>CURRENT ZONE:</b>	C-F (Commercial-Freeway)
<b>CURRENT USE:</b>	Showroom, Parking, Vacant Land
<b>FUTURE LAND USE PLAN:</b>	IND (Industrial)
<b>NEIGHBORING ZONES/USES:</b>	North – 10000 S / I-F (Commercial/Industrial Park) South – I-F (OraTech) East – C-F (Mountain West Baseball Academy) West – C-F (Vacant Land)

**STANDARD OF REVIEW:**

The rezoning of property may not be considered if the proposed zoning does not conform to the general plan. The following guidelines shall be considered in the rezoning of parcels:

- A. The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties.

(City Code §17.22.020)

**BACKGROUND:**

Danny Johnson of Contract Appliance Sales submitted an application to rezone the subject parcels on August 13, 2022. The applicant is proposing to build a secondary building on the western parcel, primarily for the purpose of storing wholesale appliances. A rezone from C-F to I-F is necessary to

do so. Wholesale and warehouse is not a permitted or conditional use in the C-F zone, but is permitted in the I-F zone.

The rezone would not require a Land Use Amendment as it conforms to the current land use designation according to the General Plan: Industrial (IND).

### **ANALYSIS:**

The South Jordan Engineering Department has conducted an infrastructure analysis based on the proposed rezone. The only item of concern is that much of the western parcel (which the new warehouse would be constructed on) is located within the 100-year flood plain. The applicant is aware of this, and will need to ensure during the Site Plan application process that the warehouse is either located outside the FEMA flood plain delineation or is built higher than base flood elevation.

The South Jordan Finance Department conducted a fiscal analysis of the proposed rezone based on the concept plan and business estimates from the applicant. The analysis showed no significant impact to the city.

---

### **STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:**

#### **Findings:**

- Staff finds the proposed rezone is in accordance with the general plan, will provide fiscal benefit to the city, and will have minimal impact to the surrounding infrastructure.
- The proposed rezone meets the Planning and Zoning (Title 17) and the Subdivision and Development (Title 16) Code requirements.
- On October 25, 2022, the Planning Commission recommended the City Council approve the application by a vote of 5-0.

#### **Conclusion:**

- The proposed rezone will meet the standards of approval for rezoning as outlined in §17.22.030 of South Jordan City Code.

#### **Recommendation:**

- Based on the Findings and Conclusions listed above, Staff recommends that the City Council **approve** the proposed rezone, 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.

### **ALTERNATIVES:**

- Recommend denial of the application.
- Propose modifications to the application.
- Schedule the application for a decision at some future date.



**SUPPORT MATERIALS:**

- Location Map
- Zoning Map
- Land Use Map
- Conceptual Site Plan
- Infrastructure Analysis
- Fiscal Analysis
- Ordinance 2022-08-Z
  - Exhibit 'A' – Property Description

**DEPARTMENT APPROVAL**

Steven Schaefermeyer

Steven Schaefermeyer (Nov 9, 2022 10:12 MST)

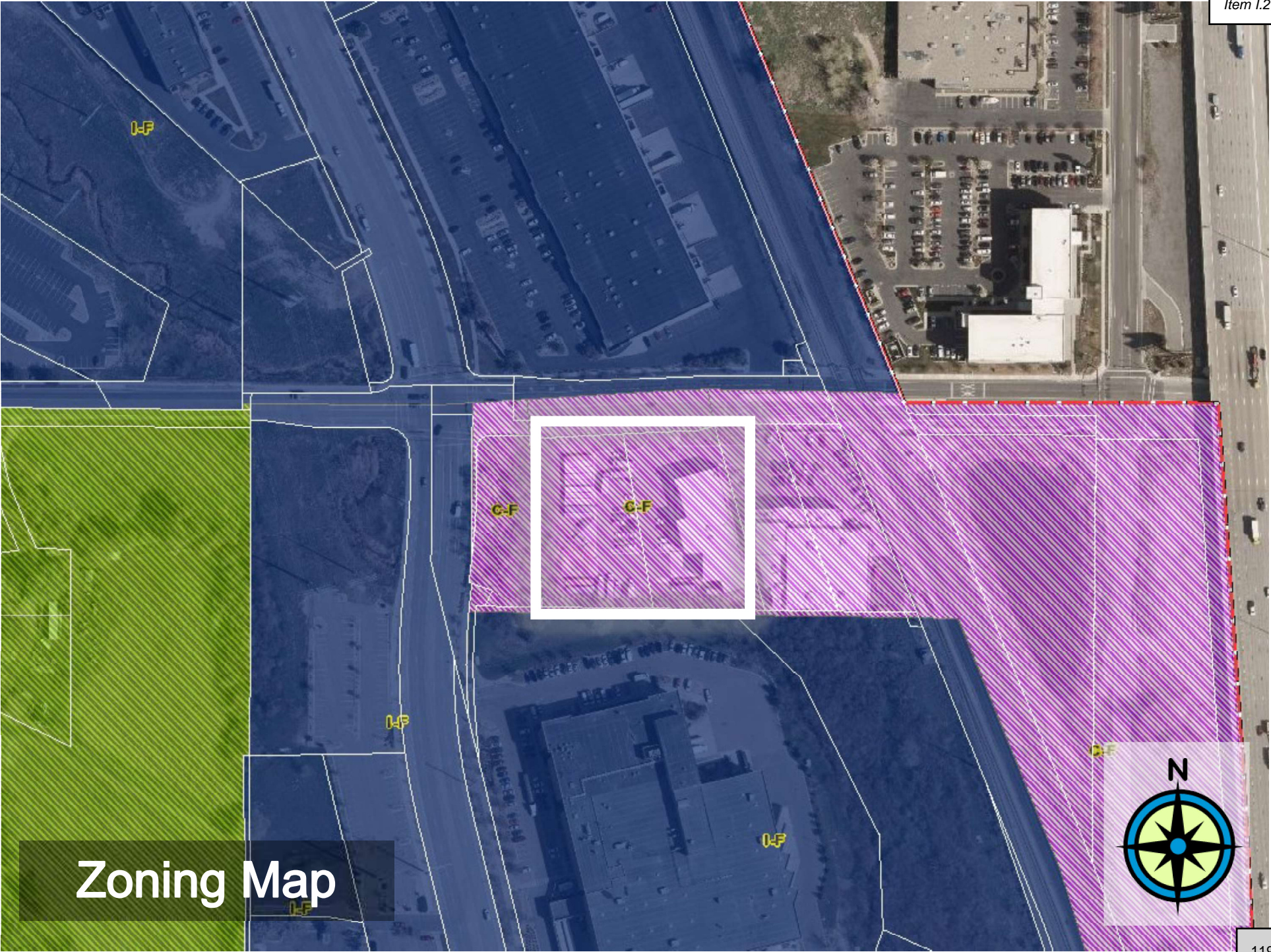
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Steven Schaefermeyer  
Director of Planning

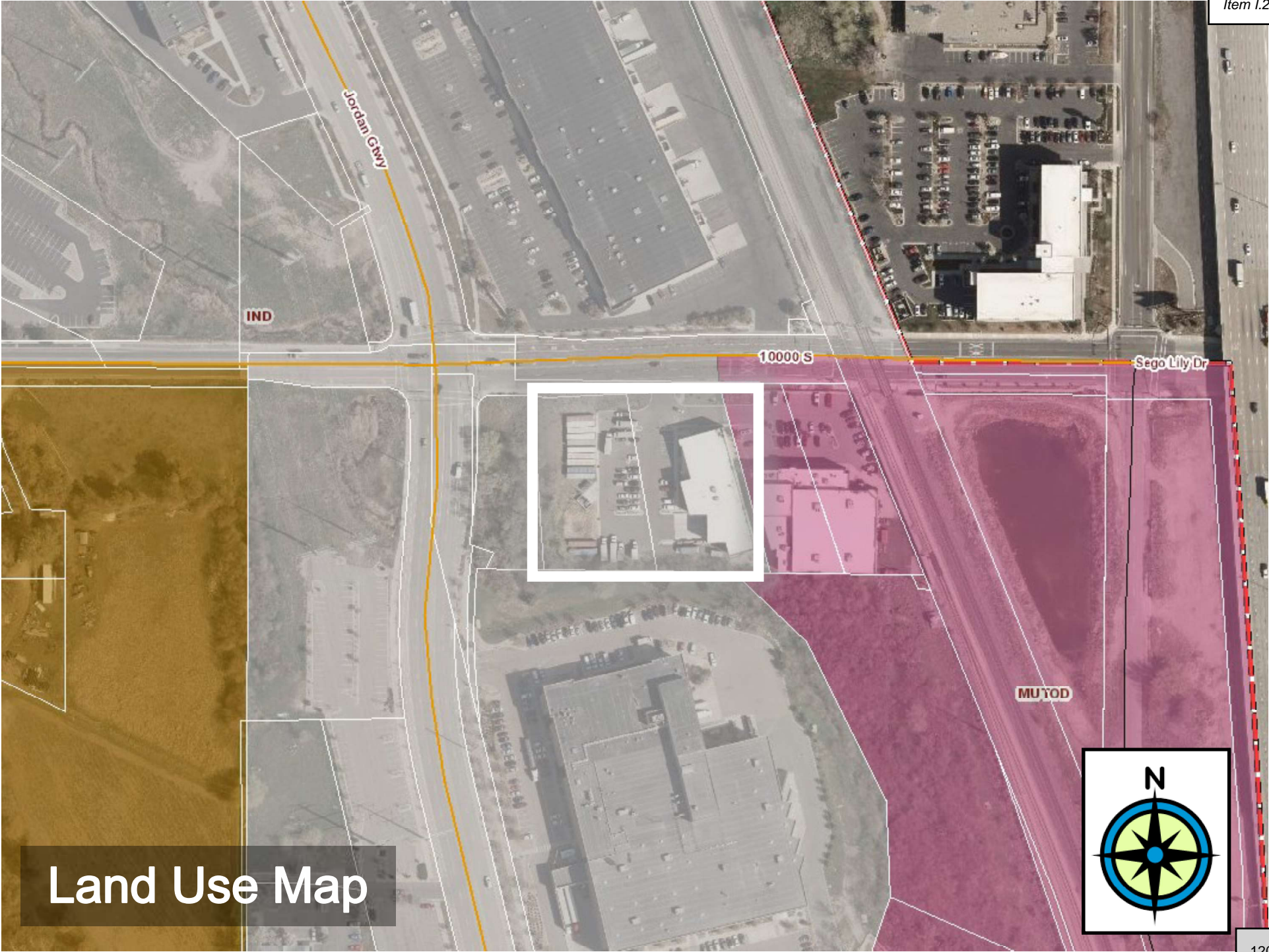


Location Map









Land Use Map

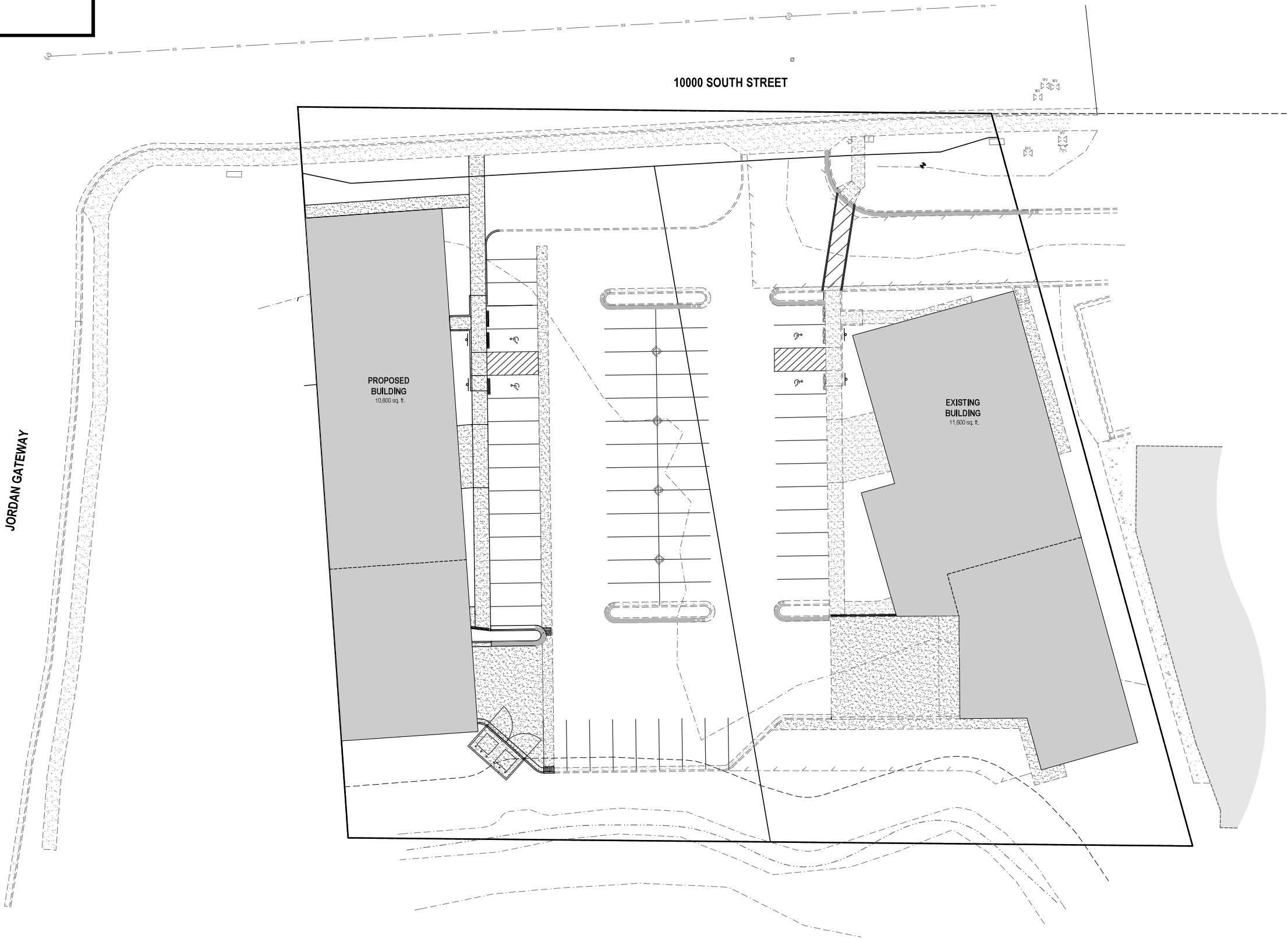
811

Know what's below.  
Call before you dig.

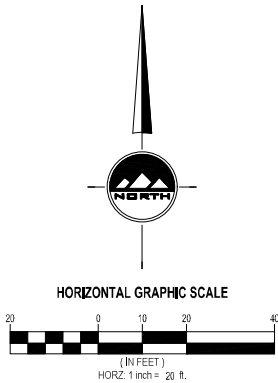
CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.

BENCHMARK

FOUND BAR AND CAP MARKED ON PLANS  
ELEVATION = 4373.41



PARKING DATA TABLE	
STANDARD STALLS	58
HANDICAP-ACCESSIBLE STALLS	4
TOTAL STALLS	62



Item 1.2.

EN SIGN

THE STANDARD IN ENGINEERING

**SALT LAKE CITY**  
45 W. 10000 S., Suite 500  
Sandy, UT 84070  
Phone: 801.255.0529

**LAYTON**  
Phone: 801.547.1100

**TOOELE**  
Phone: 435.843.3590

**CEDAR CITY**  
Phone: 435.865.1453

**RICHFIELD**  
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
DANNY JOHNSON  
779 EAST CLIFFORD DRIVE  
TOOELE, UTAH 84074  
CONTACT:  
DANNY JOHNSON  
PHONE: 801-209-3470

CONTRACT APPLIANCE SALES

401 WEST 10000 SOUTH  
SOUTH JORDAN, UTAH

CONCEPT 1.0

PROJECT NUMBER 7814	PRINT DATE 3/28/22
DRAWN BY C.CHILD	CHECKED BY B. MORRIS
PROJECT MANAGER J. CLEGG	

C-100

# LAND USE AMENDMENTS & REZONE DEVELOPMENT PROJECTS

## INFRASTRUCTURE ANALYSIS

<b>Project Name/Number</b>	Contract Appliance Sales Warehouse – C-F to I-F
----------------------------	---

<b>Planner Assigned</b>	Ian Harris
<b>Engineer Assigned</b>	Shane Greenwood

The Engineering Department has reviewed this application and has the following comments:

**Transportation:** *(Provide a brief description of the access, transportation master plan and how this change affects Master Plan, condition/status of existing roadways. Determine whether a Traffic Study should be completed)*

The subject property is located at 429 West 10000 South. The access for the proposed warehouse is the existing access on 10000 South Street, which should have sufficient capacity for the increase of traffic from this development.

**Culinary Water:** *(Provide a brief description of the water servicing the area, look into deficiencies, and determine if water modeling needs to be performed at this time, look at Water Master Plan and evaluate the change to the Master Plan)*

The subject property can be serviced by a water main in 10000 South. It is anticipated that the existing water main has adequate volume and pressure for the proposed development. Per City standards, a water model submittal is required.

**Secondary Water:** *(Provide a brief description of the secondary water servicing the area, briefly look into feasibility)*

Secondary water service is not required for this development.

**Sanitary Sewer:** *(Attach letter from South Valley Sewer stating that this zone/land use change does not affect service and that any future project can be serviced by the District)*

At the time of Site Plan approval, the developer must submit an approval letter from South Valley Sewer District stating sufficient capacity for any additional sewer connections to the sewer main in the area. It is anticipated that adequate sewer service is available.

**Storm Drainage:** *(How will this area be serviced for storm drainage, kept on site, Master Storm Plan, etc. any other issues with drainage)*

It is anticipated that the proposed storm drain system will retain the 80% storm event on site and discharge the remainder to Dry Creek pending approval from Salt Lake County Flood Department. At the time of development review, the developer is required to submit storm drain calculations for City review and approval.


**Other Items:** *(Any other items that might be of concern)*

The majority of the subject property is located within the 100 yr flood plain. The developer must provide sufficient evidence and documentation that the proposed warehouse will be built outside the flood plain delineation or built higher than base flood elevation by means of FEMA LOMR Fill or similar means.

**Report Approved:**

  
Development Engineer

10/13/22  
Date

  
Brad Klavano, PE, PLS  
Director of Engineering/City Engineer

10/13/2022  
Date



# Project Analysis

**Project:** Contract Appliances

October 20, 2022

## Scenario Descriptions

### Scenario 1: No Change - C-F

No Change - Commercial Freeway C-F

## Financial Summary by Scenario

Direct Impact (General Fund)	No Change - C-F	I-F
<b>Revenue</b>	<b>\$ 91,584</b>	<b>\$ 95,180</b>
Property Tax	\$ 5,345	\$ 7,787
Sales Tax (direct)	\$ 85,000	\$ 85,000
Other	\$ 1,239	\$ 2,392
<b>Expenses</b>	<b>\$ 9,902</b>	<b>\$ 9,902</b>
Roads	\$ 1,332	\$ 1,332
Emergency Serv.	\$ 3,844	\$ 3,844
Parks	\$ -	\$ -
Other	\$ -	\$ -
<b>Total</b>	<b>\$ 81,682</b>	<b>\$ 85,277</b>
Per Acre	\$ 39,138.50	\$ 40,675.01
Per Unit	\$ -	\$ -
Per Person	\$ -	\$ -

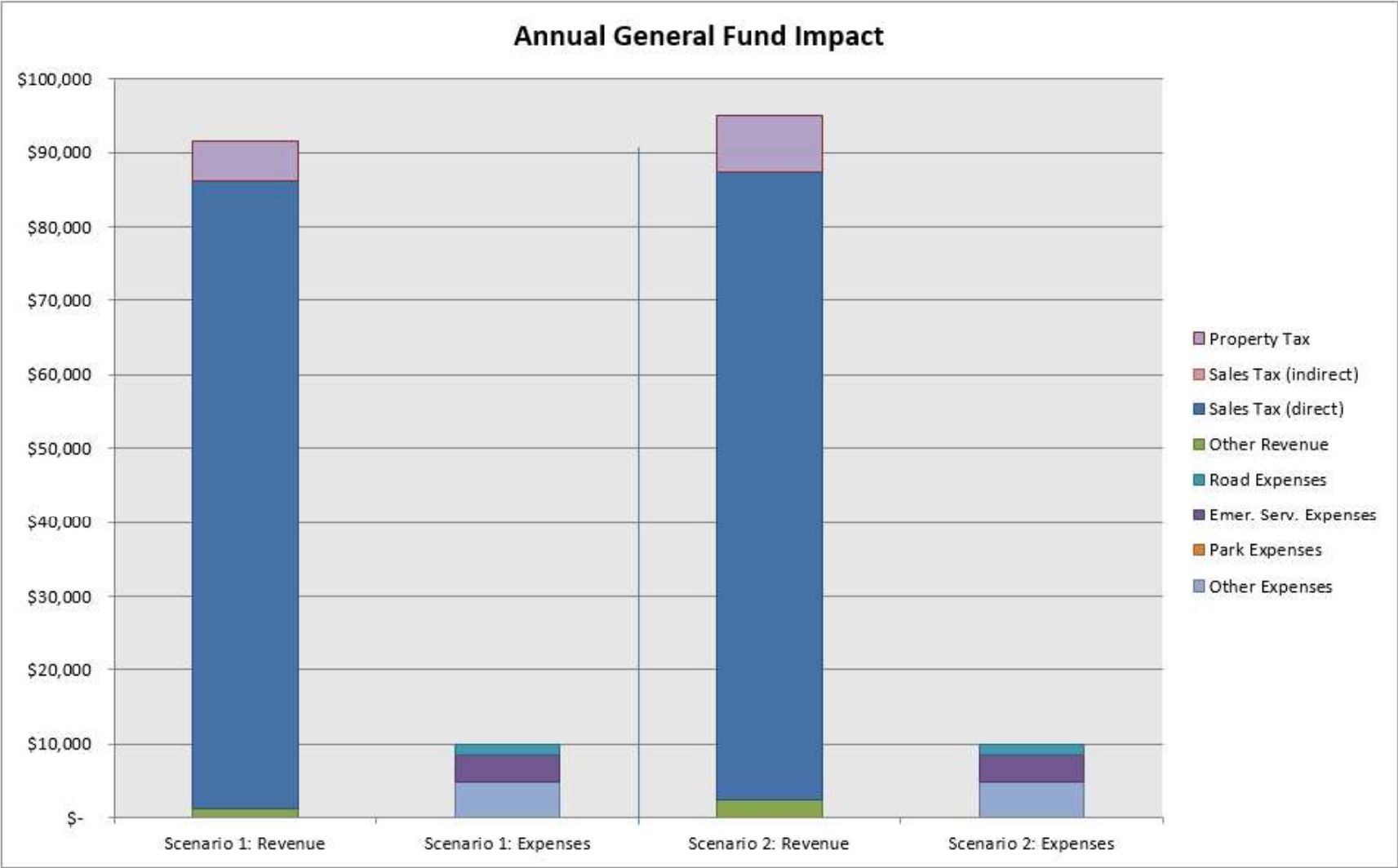
\*\*\*Important to Note: This is exempt County property and sales tax is generated from the services provided is minimal. Employees are volunteers.

Indirect Impact		
<b>Potential Retail Sales</b>	<b>\$ -</b>	<b>\$ -</b>
Sales Tax (indirect)	\$ -	\$ -

\*Other Revenue - Includes Permits, Licenses, Motor Vehicle Tax, Energy Sales & Use Tax, Telecommunications Tax, and Cable Franchise Tax.

\*\* Other Expense - Includes all other General Fund Expenses excluding Roads, Emergency Services, and Parks.





**ORDINANCE NO. 2022-08-Z**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY GENERALLY LOCATED AT 401 WEST 10000 SOUTH AND 429 WEST 10000 SOUTH FROM THE C-F ZONE TO THE I-F ZONE; DANNY JOHNSON (APPLICANT).**

**WHEREAS**, the City Council of the City of South Jordan (“City Council”) has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the City Code) with the accompanying Zoning Map; and

**WHEREAS**, the Applicant, Danny Johnson, proposed that the City Council amend the Zoning Map by rezoning the subject property, described in the attached Exhibit A; and

**WHEREAS**, the South Jordan Planning Commission reviewed the proposed rezoning and made a recommendation to the City Council; and

**WHEREAS**, the City Council held a public hearing concerning the proposed rezoning; and

**WHEREAS**, the City Council finds that the rezoning will enhance the public health, safety and welfare and promote the goals of the General Plan.

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

**SECTION 1. Rezone.** The property described in Application PLZBA20220167, located in the City of South Jordan, Utah, is hereby reclassified from the C-F Zone to the I-F Zone on property described in the attached **Exhibit A**.

**SECTION 2. Filing of Zoning Map.** The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

**SECTION 3. 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 4. Effective Date.** This Ordinance shall become effective immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 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 M. Simonsen  
Gregory M Simonsen (Nov 9, 2022 16:18 MST)

Office of the City Attorney

**EXHIBIT A**

(Property Descriptions)

PARCEL # 27-12-376-036-0000

BEG N 1326.14 FT & W 640.63 FT & S 15°21'58" E 9.55 FT FR S 1/4 COR SEC 12, T3S, R1W, SLM; S 15°21'58" E 286.06 FT; N 89°27'04" W 164.43 FT; N 9°45'16" W 266.89 FT; N 86°46' E 45.22 FT; N 86°44'29" E 0.47 FT; NE'LY 65.94 FT ALG A 2922.50 FT RADIUS CURVE TO R (CHD N 87°24'52" E 65.94 FT); N 73°21'14" E 19.46; N 88°27'56" E 3.71 FT TO BEG.

CONTAINS 0.91 AC.

PARCEL # 27-12-376-035-0000

BEG N 1326.14 FT & W 771.95 FT & S 20.44 FT FR S 1/4 COR SEC 12, T3S, R1W, SLM; S 9°45'16" E 266.89 FT; N 89°27'04" W 164.43 FT; N 3°56'19" W 259.34 FT; S 78°41'01" E 19.32 FT; N 86°46' E 118.29 FT TO BEG.

CONTAINS 0.88 AC.

# **SOUTH JORDAN CITY CITY COUNCIL REPORT**

**Meeting Date: 11/15/2022**

**Issue:** FULLMER BOXING GYM AND SOUTH CITY PARK  
Rezone from A-5 (Agricultural, minimum 5 acre lot) to OS-P (Open Space, Park) Zone

**Address:** 10960 S. Park Rd.

**File No:** PLZBA202200195

**Applicant:** Andrea Sorensen, Salt Lake County / City of South Jordan

**Submitted by:** Damir Drozdek, Planner III

Shane Greenwood, Supervising Senior Engineer

**Presented by:** Steven Schaefermeyer, Planning Director

**Staff Recommendation (Motion Ready):** I move that the City Council **approve** rezone Ordinance No. 2022-09-Z.

<b>ACREAGE:</b>	Approximately 25 acres
<b>CURRENT ZONE:</b>	A-5 (Agricultural, minimum 5 acre lot) Zone
<b>CURRENT USE:</b>	City Park and vacant lot
<b>FUTURE LAND USE PLAN:</b>	OS (Open Space)
<b>NEIGHBORING ZONES/USES:</b>	North – OS-P / City Park
	South – P-O and A-5 / Private school and vacant parcels
	West – A-5 / USU Bastian Agricultural Center
	East – A-5 and MU-V / City Public Works Building and Redwood Rd.

## **STANDARD OF APPROVAL:**

### **REZONE:**

The rezoning of property may not be considered if the proposed zoning does not conform to the [G]eneral [P]lan. The following guidelines shall be considered in the rezoning of parcels:

- A. The parcel to be rezoned meets the minimum area requirements of the proposed zone or if the parcel, when rezoned, will contribute to a zone area which meets the minimum area requirements of the zone.
- B. The parcel to be rezoned can accommodate the requirements of the proposed zone.
- C. The rezoning will not impair the development potential of the parcel or neighboring properties.

(City Code § 17.22.020)

## **BACKGROUND:**

The application seeks to amend the Zoning Map on approximately 25 acres of property generally located at the south end of the City Park, near the Public Works Building. The property consists of three parcels. Two of the parcels are City owned while the remaining one is the County owned parcel. The County parcel is located at 10960 S. Park Rd. while the City parcels are generally located at 11032 S. Redwood Rd.

The two City parcels are part of the City Park and will remain functioning as such. No changes or improvements to the City parcels will occur as a result of the application. The County parcel is partially developed as a parking lot, primarily at the south end, while the northern remainder of the parcel is unimproved and mostly used for storage of vehicles and various equipment.

The County intends to develop its parcel into the Fullmer Legacy Boxing Gym. The proposed boxing gym will require a conditional use permit in the zone, and once the permit is obtained, will be allowed to be constructed and operated in the OS-P zone. Currently a boxing gym is not an allowed use in the current (A-5) zone.

Preliminary and conceptual plans for the boxing gym place the building next to the existing parking lot from the north and with an open space to the west of the building and some additional parking to the north. Any issues with the proposed use and layout will be reviewed by staff and the Planning Commission during the site plan review process. The Planning Commission will approve the site plan application if it meets the City Code requirements.

## **STAFF FINDINGS, CONCLUSIONS & RECOMMENDATION:**

### **Findings:**

- The Planning Commission held a public hearing on October 25, 2022 and unanimously voted to recommend approval of the proposed zone change.
- Rezoning the property to the OS-P zone will bring the property into conformance with the General Plan and aligns zoning with the current conditions and use on the City property.
- Rezoning the property will allow the County parcel to be developed as a boxing gym in the future.
- The proposed zone change meets the following strategic priorities in terms of the proposed development (boxing gym) as well as the current use as a City park:
  - DAOS-1. Develops a quality parks, trails and recreation facilities system
  - DAOS-4. Offers a variety of park amenities, recreation and art programs and community events for all ages and abilities
- “Open Space” land use designation is defined in the General Plan as follows: “Open Space identifies areas that are not required to be maintained, but often are maintained for recreational purposes and to develop pedestrian connectivity. These areas may include multi-use playing fields, play structures, pavilions, parking, and other recreational amenities.”

**Conclusion:** Based on the findings and information provided in the application City staff believes the rezone should be approved because it meets the standard of approval for rezones and is consistent with the goals of the Open Space land use designation, General Plan, and Strategic Priorities.

**Recommendation:** Based on the findings and conclusion listed above, Staff recommends that the City Council **approve** the application, 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:**

A fiscal impact analysis table and graphics are attached to the report.

### **ALTERNATIVES:**

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

### **SUPPORT MATERIALS:**

- Aerial Map
- Future Land Use Map
- Zoning Map
- Conceptual Site Plan
- Infrastructure Analysis
- Fiscal Analysis
- Ordinance 2022-09-Z
  - Exhibit ‘A’ – Zoning Map

*Damir Drozdek*

Damir Drozdek (Nov 8, 2022 17:39 MST)

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Damir Drozdek, AICP  
Planner III  
Planning Department

### **DEPARTMENT APPROVAL**

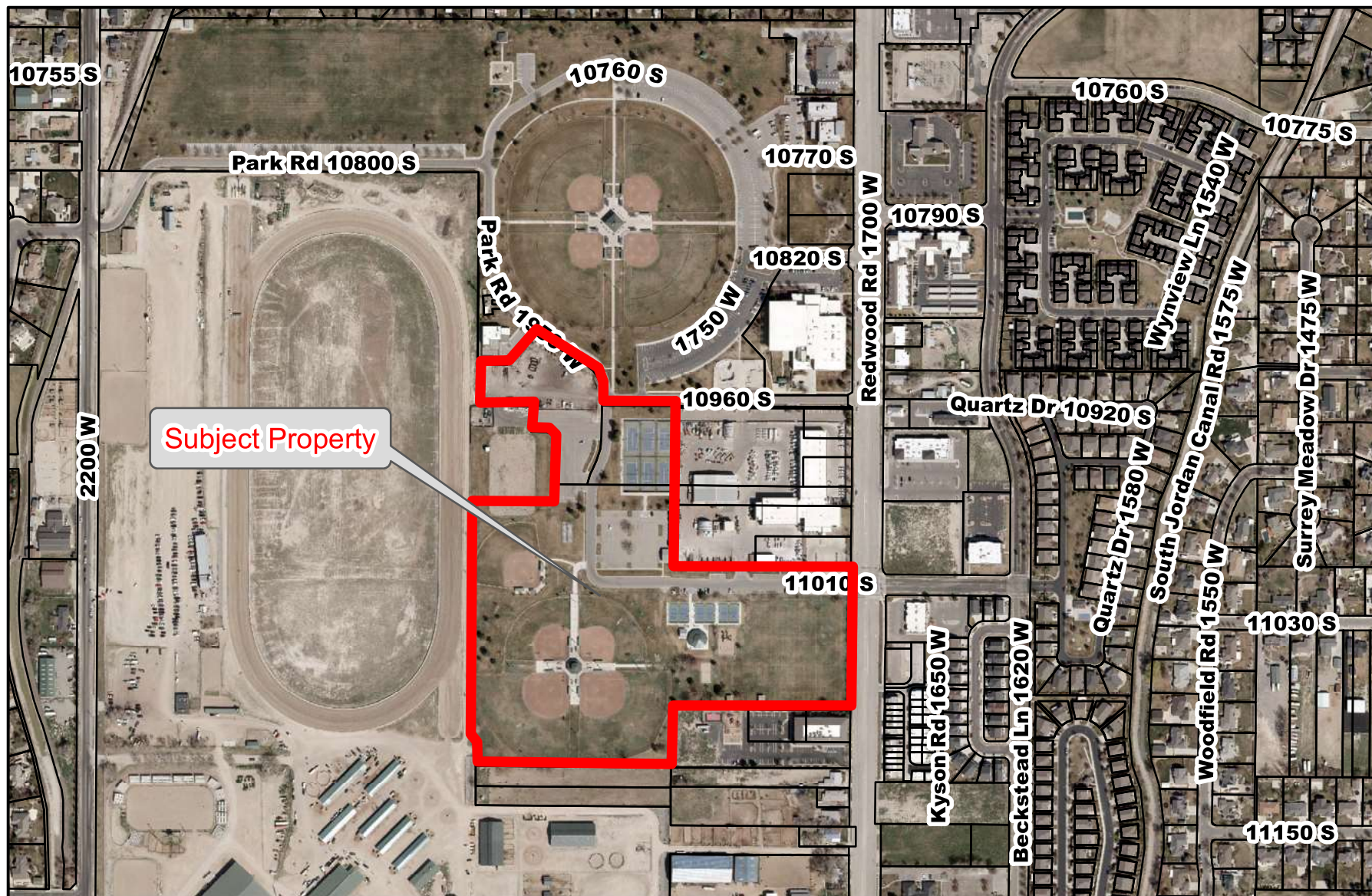
*Steven Schaefermeyer*


Steven Schaefermeyer (Nov 8, 2022 20:39 MST)

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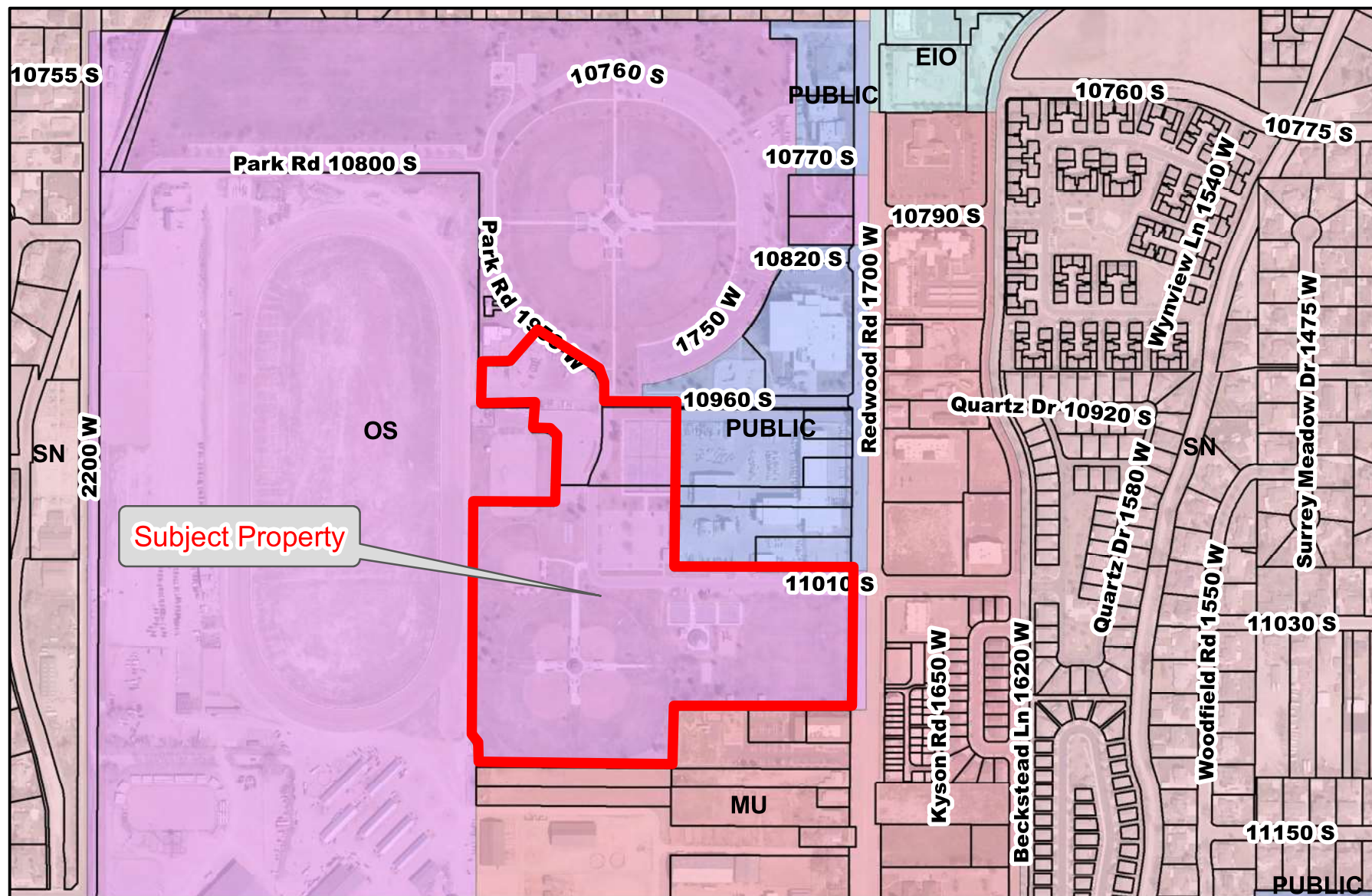
Steven Schaefermeyer  
Director of Planning





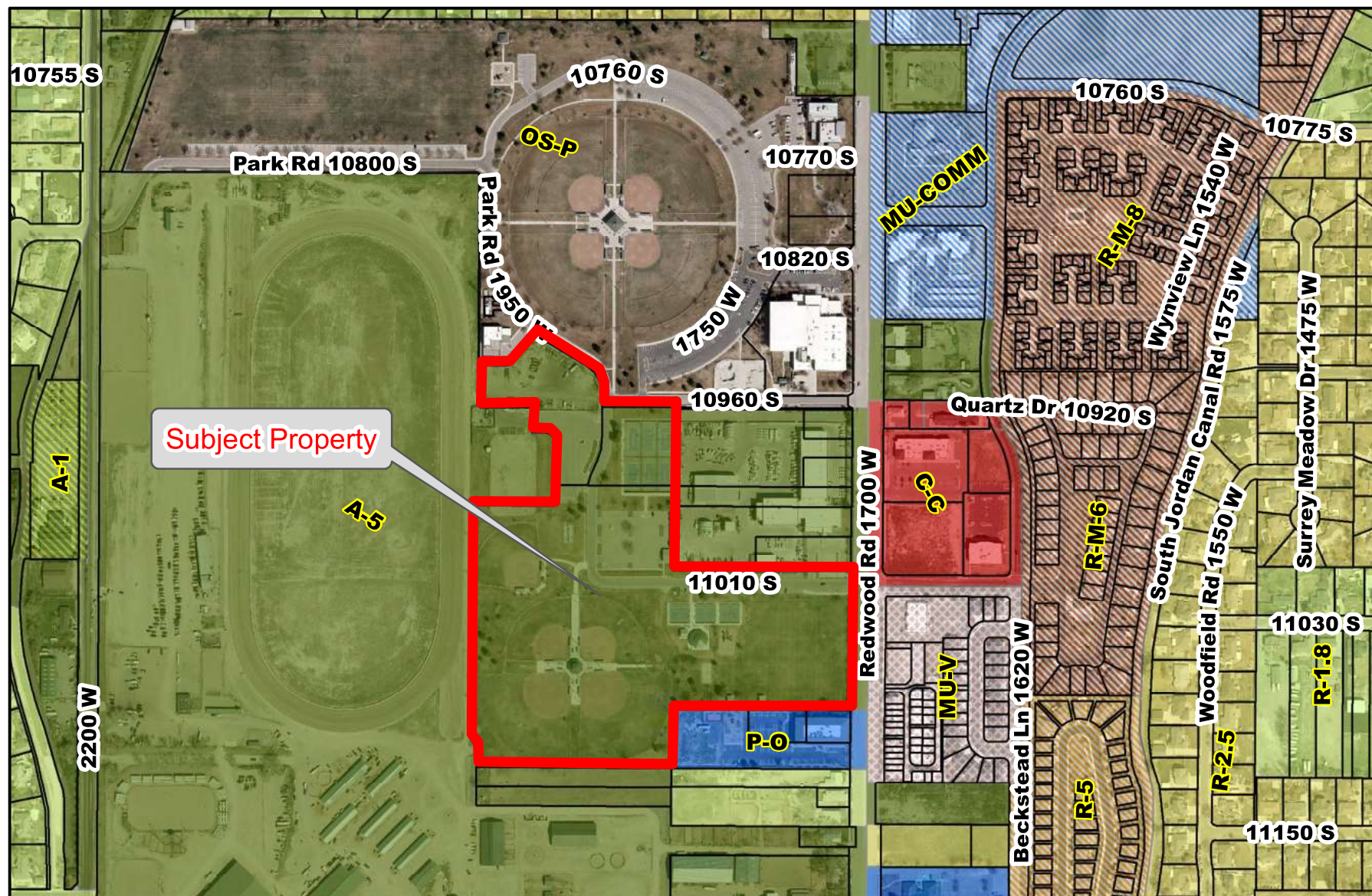
<p><b>Legend</b></p> <p>STREETS</p> <p>PARCELS</p>	<h2>Aerial Map</h2> <h3>City of South Jordan</h3>	<p>0 160 320 640 960 1,280 Feet</p> <p>Aerial Imagery 2021</p> 
--	---	--






<p><b>Legend</b></p> <p>STREETS</p> <p>PARCELS</p>	<h2>Future Land Use Map</h2> <h3>City of South Jordan</h3>	<p>0 160 320 640 960 1,280 Feet</p> <p>Aerial Imagery 2021</p> 
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<p><b>Legend</b></p> <p>STREETS</p> <p>PARCELS</p>	<h2>Zoning Map</h2> <h3>City of South Jordan</h3>	<p>0 160 320 640 960 1,280 Feet</p> <p>Aerial Imagery 2021</p> 
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South Jordan  
Animal Shelter

Item I.3.



# LAND USE AMENDMENTS & REZONE DEVELOPMENT PROJECTS

## INFRASTRUCTURE ANALYSIS

<b>Project Name/Number</b>	Fullmer Boxing Center – A-5 to OS-P
<b>Planner Assigned</b>	Damir Drozdek
<b>Engineer Assigned</b>	Shane Greenwood

The Engineering Department has reviewed this application and has the following comments:

**Transportation:** *(Provide a brief description of the access, transportation master plan and how this change affects Master Plan, condition/status of existing roadways. Determine whether a Traffic Study should be completed)*

The subject property is located at 10960 South Park Road. The proposed Fullmer Boxing Center development is located within the City Park, just south of South Jordan Animal Shelter. The proposed access for this development connects to Park Road, which should have sufficient capacity for the increase of traffic from this development.

**Culinary Water:** *(Provide a brief description of the water servicing the area, look into deficiencies, and determine if water modeling needs to be performed at this time, look at Water Master Plan and evaluate the change to the Master Plan)*

The subject property can be serviced by a water main located in the east portion of the subject property. According to city records, there is an existing 6" water line and an existing 8" water line located along the eastern edge of subject property. The 8" water line ends north at the animal shelter so it is anticipated that the boxing center will be serviced from the 6" water line. Per City standards, a water model submittal is required.

**Secondary Water:** *(Provide a brief description of the secondary water servicing the area, briefly look into feasibility)*

Secondary water service is not required for this development.

**Sanitary Sewer:** *(Attach letter from South Valley Sewer stating that this zone/land use change does not affect service and that any future project can be serviced by the District)*

At the time of Site Plan approval, the developer must submit an approval letter from South Valley Sewer District stating sufficient capacity for any additional sewer connections to the sewer main in the area. It is anticipated that adequate sewer service is available.

**Storm Drainage:** *(How will this area be serviced for storm drainage, kept on site, Master Storm Plan, etc. any other issues with drainage)*

It is anticipated that the proposed storm drain system will retain the 80% storm event on site and discharge the remainder to the Park Road storm drain system, which should have sufficient capacity. At the time of development review, the developer is required to submit storm drain calculations for City review and approval.

**Other Items:** *(Any other items that might be of concern)*

**Report Approved:**

  
Development Engineer

10/10/22  
Date

  
Brad Klavano, PE, PLS  
Director of Engineering/City Engineer

10/10/2022  
Date





# Project Analysis

Project: Fullmer Boxing

October 14, 2022

## Scenario Descriptions

### Scenario 1: No Change - A-5

No Change - Agriculture A-5 - EXEMPT

## Financial Summary by Scenario

	Direct Impact (General Fund)	No Change - A-5	OS-P
<b>Revenue</b>	\$	-	\$ -
Property Tax			
Sales Tax (direct)	\$	-	\$ -
Other	\$	-	
<b>Expenses</b>	\$	9,929	\$ 11,043
Roads	\$	-	\$ -
Emergency Serv.	\$	4,454	\$ 4,953
Parks	\$	-	\$ -
Other	\$	-	\$ -
<b>Total</b>	\$	(9,929)	\$ (11,043)
Per Acre	\$	398.98	\$ 1,048.23
Per Unit	\$	-	\$ -
Per Person	\$	-	\$ -

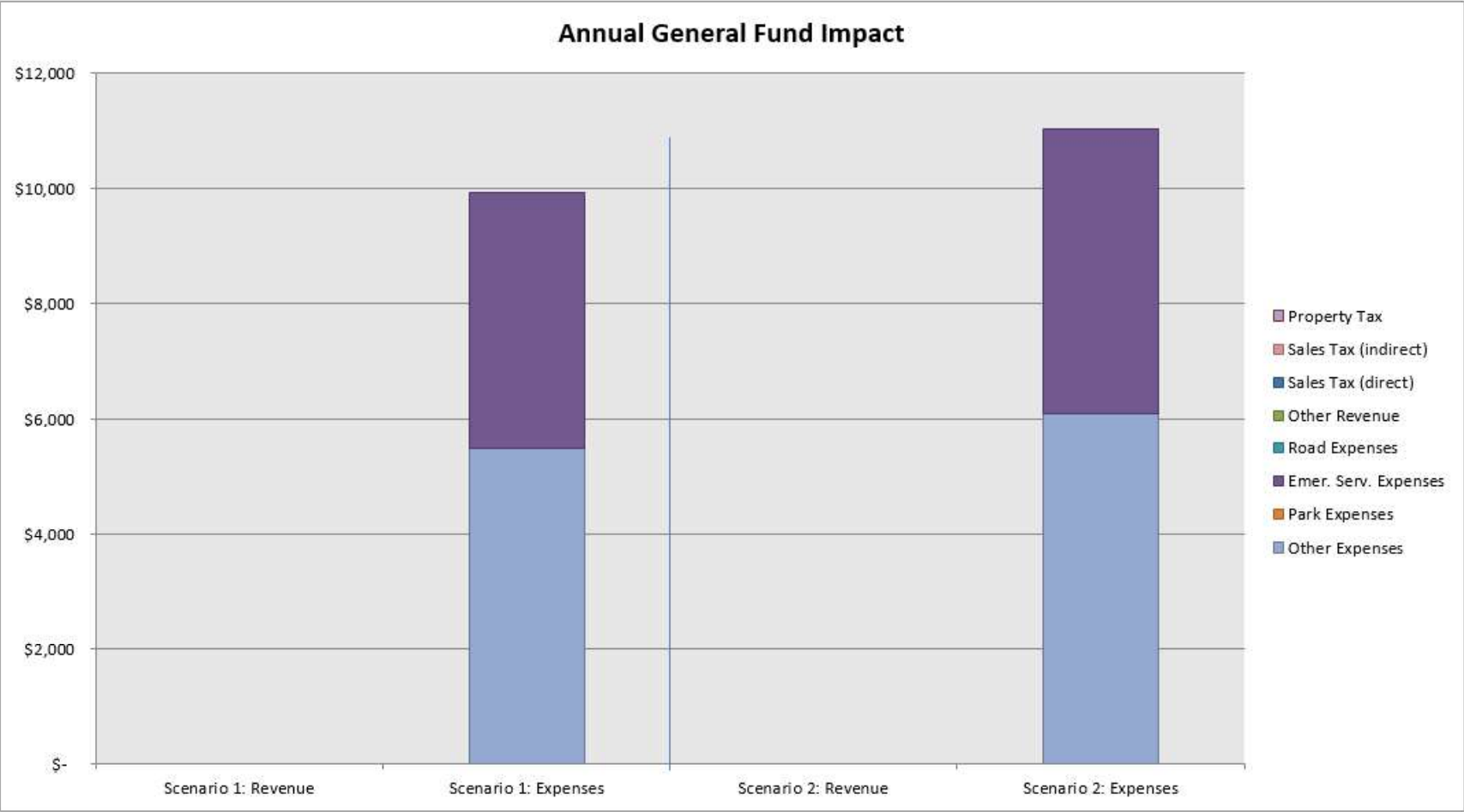
\*\*\*Important to Note: This is exempt County property and sales tax is generated from the services provided is minimal. Employees are volunteers.

## Indirect Impact

<b>Potential Retail Sales</b>	\$	-	\$ -
Sales Tax (indirect)	\$	-	\$ -

\*Other Revenue - Includes Permits, Licenses, Motor Vehicle Tax, Energy Sales & Use Tax, Telecommunications Tax, and Cable Franchise Tax.

\*\* Other Expense - Includes all other General Fund Expenses excluding Roads, Emergency Services, and Parks.





## ORDINANCE NO. 2022-09-Z

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, REZONING PROPERTY GENERALLY LOCATED AT 10960 S. PARK RD. AND 11032 S. REDWOOD RD. FROM THE A-5 TO THE OS-P ZONE.

**WHEREAS**, the City Council of the City of South Jordan (“City Council”) has adopted the Zoning Ordinance of the City of South Jordan (Title 17 of the City Code) with the accompanying Zoning Map; and

**WHEREAS**, the Applicant, Andrea Sorensen, proposed that the City Council amend the Zoning Map by rezoning the property described in the attached Exhibit A; and

**WHEREAS**, the South Jordan Planning Commission reviewed the proposed rezoning and made a recommendation to the City Council; and

**WHEREAS**, the City Council held a public hearing concerning the proposed rezoning; and

**WHEREAS**, the City Council finds that the rezoning will enhance the public health, safety and welfare and promote the goals of the General Plan.

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

**SECTION 1. Rezone.** The property described in Application PLZBA202200195 located in the City of South Jordan, Utah is hereby reclassified from the A-5 Zone to OS-P on property described in the attached **Exhibit A**.

**SECTION 2. Filing of Zoning Map.** The Official Zoning Map showing such changes shall be filed with the South Jordan City Recorder.

**SECTION 3. 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 4. Effective Date.** This Ordinance shall become effective immediately upon publication or posting as required by law.

[SIGNATURE PAGE FOLLOWS]

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022 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 M Simonsen

Gregory M Simonsen (Nov 9, 2022 09:42 MST)

Office of the City Attorney

**EXHIBIT A**

(Property Description)

**A-5 Zone to OS-P Zone****PARCEL NUMBER: 27-15-376-024**

LOT 2, EQUESTRIAN PARK SUBDIVISION

**PARCEL NUMBER: 27-15-376-021**

BEG N 0°03'10" E 528 FT & W 53 FT FR S 1/4 COR SEC 15, T3S, R1W, SLM; W 607.49 FT; S 264 FT; W 289.11 FT; NE'LY ALG 180 FT RADIUS CURVE TO R, 54.87 FT (CHD N 18°24'51" E); N 27°08'50" E 12.51 FT; NE'LY ALG 220 FT RADIUS CURVE TO L, 103.17 FT (CHD N 13°42'47" E); N 0°16'44" E 101.70 FT; N 0°02'28" E 5.48 FT; N 89°58'35" E 849.89 FT; S 0°03'10" W 5.78 FT TO BEG.

**PARCEL NUMBER: 27-22-126-032**

BEG S 21 FT & W 55.25 FT FR N 1/4 COR SEC 22, T3S, R1W, SLM; S 0°04'32" W 89.64 FT; S 89°55'28" E 2 FT; S 0°04'32" W 384.36 FT; W 606.12 FT; S 198 FT; W 663 FT; N 60 FT M OR L; N 29°39'47" W 44.57 FT; N 791 FT; E 279 FT M OR L; N 68.6 FT; E 406 FT M OR L; S 285 FT; E 604.75 FT TO BEG.

