

RESOLUTION NO. _____ OF 2024

(Authorizing Ground Lease Rate and Term to The University of Utah)

WHEREAS, the University of Utah (“University”) owns real property adjacent to Sunnyside Park where its practice baseball field is located. The University is designing a new ballpark to serve the University’s baseball program and meet the practice and competition needs of the program (the “Project”); and

WHEREAS, the University desires to enter into a ground lease from the City a portion consisting of 1.175 acres of the City’s property on 1735 Sunnyside Avenue, Salt Lake City, and designated as Sunnyside Park (the “Leased Area”) to allow the University to expand the outfield of the baseball field to meet National Collegiate Athletics Association requirements; and

WHEREAS, the City is willing to grant to the University a ground lease rate for the Leased Area in the amount of \$1.00 per year for a term of 99 years (the “Lease Fee Waiver”) as a result of the Analysis so long as the conditions of the ground lease are met as outlined; and

WHEREAS, Utah Code Section 10-8-2 (1)(a)(i) allows public entities to provide nonmonetary assistance and waive fees to and for nonprofit entities after a public hearing; and

WHEREAS, though Utah Code Section 10-8-2 does not require a study for such waiver or assistance, in this case the Administration voluntarily performed an analysis of the nonmonetary assistance to the nonprofit corporation (the “Analysis”); and

WHEREAS, the City Council has conducted a public hearing relating to the foregoing, in satisfaction of the requirements of Utah Code Section 10-8-2; and

WHEREAS, the Council has reviewed the Analysis, and has fully considered the conclusions set forth therein, and received comments submitted to the Council in writing and during the public hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Salt Lake City, Utah, as follows:

1. The City Council hereby adopts the conclusions set forth in the Analysis, and hereby finds and determines that, for all the reasons set forth in the Analysis, the Lease Fee Waiver is appropriate under these circumstances.

2. The City Council approves the ground lease terms outlined on the attached term sheet (the "Term Sheet") and hereby authorizes the City administration to negotiate the final terms of the ground lease, including terms included or terms at least as beneficial to the City.

3. The City Council further authorizes the City administration to execute the ground lease and any other relevant documents consistent with this Resolution and incorporating such other terms and agreements as recommended by the City Attorney's office.

Passed by the City Council of Salt Lake City, Utah, on _____, 2024.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:
Salt Lake City Attorney's Office
By: 
Kimberly Chytraus, Senior City Attorney

Term Sheet
Lease to University of Utah –Sunnyside Park

Term: 99 years; the parties can mutually agree on an extension.

Commencement Date: July 1, 2024

Rent: \$1/year

Additional Consideration: The University will pay the City \$4.2 million for park and recreation improvements, plus construct a restroom benefiting and available to the public using Sunnyside Park at the estimated cost of \$600,000.

The City will spend \$4.2 million on park improvements at Sunnyside Park and acknowledges the City will use reasonable efforts to complete the park improvements within 3 years from the execution of the lease as requested by the University.

Use: Recreational fields and related amenities including restrooms and a practice facility, landscaping improvements and fencing.

Easement: The University and City will have a reciprocal access easement on the north side of the ballpark.

Operating Conditions:

1. The ballpark (including a multiuse field in the outfield) will be available for rent by the City, city residents, and recreational groups when not in use by the University in accordance with the University’s policies, if the renter covers operation costs for its use. The University anticipates that the ballpark will have year-round availability during non-collegiate use, with high availability between May through August and November, and December, and lower availability at other times of the year.
2. The practice facility will be available for rent by the City, city residents, and recreational groups when not in use by the University in accordance with the University’s policies, if the renter covers operation costs for its use.
3. The restrooms within the leased area will be outward facing and available for public use during park hours, except when the stadium is reserved for University or third-party events.
4. There will be public access to the leased property when ballpark is not in use.
5. The University will use best efforts to protect the four existing Grand Sequoia trees on the leased property and will follow the City’s best

practices for tree protection zones. A mitigation fee may be charged for the removal of any trees.

6. The ballpark facility will be set back the improvements from Guardsman Way not less than approximately 20 feet from right of way boundary.

Lease Conditions: There may be additional conditions or restrictions based on any use restrictions in favor of the federal government.

All remaining terms will be negotiated by the administration on advice from the City Attorney's office.