



WHITE CITY COUNCIL SPECIAL MEETING AGENDA

Thursday, June 17, 2024
6:00 PM

White City Water Improvement District
999 E Galena Drive, White City 84094

PUBLIC NOTICE IS HEREBY GIVEN that the White City Council will hold a special meeting on the **17th day of June 2024** at the White City Water Improvement District, 999 E Galena Drive, White City, Utah as follows:

This meeting will be held at the anchor location and electronically for members of the staff and/or public that cannot attend. Those interested in attending electronically should follow the information noted at the end of this agenda. **Portions of the meetings may be closed for reasons allowed by statute. Motions relating to any of the items listed below, including final action, may be taken.

1. Welcome and Determine Quorum

2. Public Comments -- (*Limited to 3 minutes per person*) Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the Council at this point by coming to the table and giving their name for the record. ***Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body.)***

3. ACTION/DISCUSSION ITEMS

3.1 Consider Resolution No. 2024-06-05 Adopting a Proposed Tax Rate on All Real and Personal Property within White City for Calendar Year 2024 ***[Dave Sanderson, Financial Manager]***

3.2 Discussion and Possible Motion Regarding Form of Government ***[Paul Ashton, City Attorney]***

3.3 Consider Resolution No. 2024-06-06 Adopting an Interlocal Agreement between White City and Sandy City for Slurry Seal of 9400 South and 10600 South ***[Paul Ashton, City Attorney]***

3.4 Discussion and Action RE: **Resolution 2024-06-07** - Resolution Approving an Assignment of a Property Conveyance from Sandy City to White City, Pursuant to Interlocal Cooperation Agreement by and between Sandy City and White City dated July 9, 2019, to White City Water Improvement District. ***[Paul Ashton, City Attorney]***

4. CLOSED SESSIONS IF NEEDED AS ALLOWED UNDER UTAH CODE ANN. 52-4-205)

4.1 Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual.

4.2 Strategy sessions to discuss pending or reasonably imminent litigation.

4.3 Strategy sessions to discuss the purchase, exchange, or lease of real property.

4.4 Discussion regarding deployment of security personnel,

4.5 Other lawful purposes as listing in Utah Code 52-4-205

5. ADJOURN

ZOOM MEETING

Topic: White City Council Special Meeting

Time: Jun 17, 2024 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85237482814?pwd=RAzOvaNpZBaPF2Ip8NDhGCluHDxZqR.1>

Meeting ID: 852 3748 2814

Passcode: 155606

Upon request with three (3) working days' notice, the Greater Salt Lake Municipal Services District, in support of White City, will make reasonable accommodations for participation in the meeting. To request assistance, please call (385) 468-6703 – TTY 711.

A copy of the foregoing agenda was posted at the following locations on the date posted below: White City website at whitecity.utah.gov and the State Public Notice Website at <http://pmn.utah.gov>. Pursuant to State Law and White City Ordinance, Councilmembers may participate electronically. Pursuant to Utah Code Ann. § 52-4-205, Parts of Meetings may be Closed for Reasons Allowed by Statute.

POSTED: June 15, 2024

WHITE CITY, UTAH

RESOLUTION NO. 2024-06-05

**A RESOLUTION SETTING THE RATE OF TAX FOR CALENDAR YEAR 2024 AND
LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY WITHIN THE
CORPORATE BOUNDARIES OF WHITE CITY, UTAH**

Whereas, pursuant to Utah State Code, White City is required to establish and set forth the property tax levy rate for property located within the corporate boundaries of White City; and

Whereas, the certified tax rate must be established on or before the 22nd day of June of each year, unless an increase in the certified tax rate is required.

Whereas, the property tax levy rate established by this resolution is sufficient to provide the revenue necessary to operate Police Services for Fiscal Year 2025 and does not exceed the certified tax rate established by the Salt Lake County Auditor's Office.

Whereas, the requisite public notices and hearings have been published and conducted; and

Whereas, the governing body will adopt the General Fund Budget for Fiscal Year 2025.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WHITE CITY, STATE OF UTAH, as follows:

Section One: That the property tax rate for property located within the corporate boundaries of White City for calendar year 2024 be set at and distributed as follows:

General Purposes	_____
Total Tax Rate	_____

Section Two: That the rate herein established and the subsequent tax levy shall be certified by the City Recorder and sent to the Salt Lake County Auditor, state of Utah, and Utah State Tax Commission.

Section Three: That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF WHITE CITY, STATE OF UTAH this 18th day of June, 2024.

Paulina F. Flint, Mayor

ATTEST:

APPROVED:

City Recorder

City Attorney

Voting	_____
Mayor Flint voting	_____
Council Member Shelton voting	_____
Council Member Price voting	_____
Council Member Cardenaz voting	_____
Council Member Huish voting	_____

White City Projection

\$ 448,967,456.00

Amount Needed for City	Levy Rate	Annual Cost/\$100,000 of Taxable Value	Monthly Cost/\$100,000 of Taxable Value
\$ 250,000.00	0.000556833	\$ 55.68	\$ 4.64
\$ 500,000.00	0.001113666	\$ 111.37	\$ 9.28
\$ 750,000.00	0.0016705	\$ 167.05	\$ 13.92
\$ 1,000,000.00	0.002227333	\$ 222.73	\$ 18.56
\$ 2,000,000.00	0.004454666	\$ 445.47	\$ 37.12
\$ 3,000,000.00	0.006681999	\$ 668.20	\$ 55.68

WHITE CITY, UTAH

RESOLUTION NO. 2024-06-06

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL
AGREEMENT BETWEEN WHITE CITY AND SANDY CITY FOR SLURRY SEAL OF 9400
SOUTH AND 10600 SOUTH**

WHEREAS, White City is a Municipality pursuant to Utah Code §§ 10-2a-201 *et seq.*, and

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

WHEREAS, White City desires to perform maintenance in the form of slurry seal on 9400 S. and 10600 S. that will be performed by Sandy City Public Works Operations;

WHEREAS, White City and Sandy City desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both parties in Sandy City’s completion of the maintenance work on 10600 S. and 9400 S as detailed in Exhibit 1.

WHEREAS, the White City Council feels it is in the best interest of the citizens to enter into the Interlocal Agreement with Sandy City for slurry seal of 9400 South and 10600 South.

NOW, THEREFORE, BE IT RESOLVED BY THE WHITE CITY COUNCIL as follows:

Section 1. The White City Council desires to enter into an Interlocal Agreement with Sandy City for slurry seal of 9400 South 10600 South

Section 2. This resolution shall take effect immediately.

ADOPTED AND APPROVED at a duly called meeting of the White City Council on this 18th day of June, 2024.

By: _____
Paulina F Flint, Mayor

ATTEST:

Approved as to form:

Lannie Chapman
Salt Lake County Clerk

City Attorney

VOTING:
Mayor Flint _____
Council Member Shelton _____
Council Member Price _____
Council Member Cardenaz _____
Council Member Huish _____

INTERLOCAL COOPERATION AGREEMENT

Between

WHITE CITY

And

SANDY CITY

FOR SLURRY SEAL OF 9400 SOUTH AND 10600 SOUTH

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this ____ day of June, 2024, between WHITE CITY a municipal corporation of the State of Utah and the SANDY CITY, a municipal corporation of the State of Utah. White City and Sandy City are collectively referred to herein as the “Parties.”

WITNESSETH:

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

WHEREAS, White City desires to perform maintenance in the form of slurry seal on 9400 S. and 10600 S. that will be performed by Sandy City Public Works Operations;

WHEREAS, White City and Sandy City desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both parties in Sandy City’s completion of the maintenance work on 10600 S. and 9400 S as detailed in Exhibit 1.

AGREEMENT:

NOW, THEREFORE, the Parties mutually agree as follows:

1. Road Improvement and Maintenance Project. Sandy City intends to perform slurry seal maintenance on sections of 10600 S. and 9400 S. that are in White City’s jurisdiction. Sandy City hereby agrees to perform the work related to this Agreement at the price indicated in Exhibit 2.

2. Payment. Within thirty (30) days after receipt (as defined in section 3.1 of this Agreement) of an invoice by Sandy City, White City will pay to Sandy City the actual cost of completing the Road Improvement and Maintenance Project.

3. Miscellaneous Provision. The following provisions are also an integral part of this Agreement:

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

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

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

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

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

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

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

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

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

White City:
White City
Attn: Paulina F Flint
10467 S Carnation Driv
Sandy, UT 84094

Copy To: Paul H Ashton, Esq.
Boyack Ashton LC
1237 E Lorraine Drive

Sandy City: Sandy City Public Works Director
10000 Centennial Parkway, Suite 241
Sandy, UT 84070

Copy to: Sandy City Attorney's Office
10000 Centennial Parkway, Suite 301
Sandy, UT 84070

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

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

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

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

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

be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

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

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.

WHITE CITY, A Utah municipal corporation

Paulina F Flint, Mayor

APPROVED AS TO FORM:

WHITE CITY ATTORNEY

SANDY CITY, a Utah municipal corporation

Monica Zoltanski, Mayor

ATTEST:

Wendy Down, Sandy City Recorder

EXHIBIT 2

The segments with the approximate area and associated cost are:

Address	Area - Square	
	Feet	Cost
1 10600 S (from 700 E to 1200 E)	120,678	22,928.82
2 9400 S (700 E - Ski Connect)	51,000	9,690.00
	<u>171,678</u>	<u>32,618.82</u>

2024 10600 South Slurry

Total Area: 203,778 Sq Ft

Statice Ave

White City Portion
83,100 Sq Ft

Violet Dr

Statice Cir

Daisy Ave

Crocus St

Hollyhock Ave

Amaryllis St

Silver Mountain Dr

10600 S

Amberley Ln

S 99901

1120 E

1090 E

Superior Cir

10760 S

Granite Dr

Bohm Pl

Sandy City Portion
120,678 Sq Ft

960 E

930 E

895 E

865 E

Gavendish Cir

Lafayette St

Carrington St

Charleston St

Savannah Ct

Savannah Dr

Prestbury Pl



0 150 300 Feet

2024 9400 South Slurry

Total Area: 222,594 Sq Ft

Village Shop

St 209

Redhaven Dr

Peach Blossom Dr

White City Portion
50,407 Sq Ft

Barium St

Antimony Cir

Webster Dr

Poppy Ln

Sandy City Portion
172,187 Sq Ft

9400 S

Meckallie Cv



0 100 200 Feet

Cobalt Cir

WHITE CITY, UTAH

RESOLUTION NO. 2024-06-07

A RESOLUTION APPROVING AN ASSIGNMENT OF PROPERTY CONVEYANCE FROM SANDY CITY TO WHITE CITY, PURSUANT TO INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN SANDY CITY AND WHITE CITY DATED JULY 9, 2019, TO WHITE CITY WATER IMPROVEMENT DISTRICT.

WHEREAS, White City is a Municipality pursuant to Utah Code §§ 10-2a-201 *et seq.*, and

WHEREAS, White City is a party to an Interlocal Cooperation Agreement with Sandy City, a Utah Municipality, for Property Conveyance relating to the Sandy Canal Trail and Stormwater Improvements, dated July 9, 2019, (hereafter "Property ILA"), a true and correct copy of which is attached hereto, marked Attachment "A"; and

WHEREAS, pursuant to the terms of the Property ILA, Sandy City conveys to White City via quit-claim deeds, portions of the Sandy Canal Trail to White City upon completion of different phases of the trail construction, which phases are denoted in the Property ILA by color; and

WHEREAS, the Sandy Canal Trail Red and Yellow Phases have been completed and Sandy City has conveyed, via quit-claim deed said trail property to White City except for property over which the trail was not constructed north of Galena Drive: and

WHEREAS, the real property north of Galena Drive in the Yellow Phase has previously been quit-claimed to the White City Water Improvement District (hereafter "WCWID"), except for a short section north of WCWID's Well No. 8 to the start of the sandy canal within Big Bear Park, White City, Utah, the legal description of which is set forth in Attachment "B" attached hereto (hereafter "Subject Property"); and

WHEREAS, pursuant to the Property ILA, Sandy City desires to quit-claim the Subject Property to White City to complete its obligations under said agreement (see Attachment "B"); and

WHEREAS, White City has no need for the Subject Property, the Sandy Canal Trail having been constructed east of said property; and

WHEREAS, WCWID desires to obtain the Subject Property for purposes of placing therein, along the center line of the old canal channel, a discharge pipe from its Well No. 8 to where the water can flow into the sandy canal where it is located at the boundary of the Subject Property and Big Bear Park.

NOW, THEREFORE, BE IT RESOLVED BY THE WHITE CITY COUNCIL as follows:

Section 1. White City does hereby assign to the White City Water Improvement District its right to obtain a quit-claim deed from Sandy City to the Subject Property, as legally described in Attachment "B" hereto.

Section 2. The Mayor is authorized to undertake such action and sign such documents as may be required by Sandy City and/or WCWID to give effect to this Resolution.

Section 3. This resolution and assignment is limited to the conveyance of the Subject Property and all other terms and conditions of the Property ILA, including, but not limited to, future construction of Phase Blue of the Sandy Canal Trail, shall remain in effect, by and between White City and Sandy City.

[Signature on follow page]

ADOPTED AND APPROVED at a duly called meeting of the White City Council on this 18th day of June, 2024.

By: _____
Paulina F Flint, Mayor

ATTEST:

Approved as to form:

Lannie Chapman
Salt Lake County Clerk

City Attorney

VOTING:

Mayor Flint _____
Council Member Shelton _____
Council Member Price _____
Council Member Cardenaz _____
Council Member Huish _____

WHEN RECORDED, MAIL TO:
Sandy City
10000 Centennial Parkway
Sandy, Utah 84070

Quit Claim Deed

(City)

Salt Lake County

Tax ID No.

28-08-206-008

Sandy City, a Utah Municipal Corporation, Grantor, hereby QUIT CLAIMS to the WHITE CITY, A UTAH MUNICIPAL CORPORATION, Grantee, at 10467 South Carnation Drive, White City, Utah 84094, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land, being part of an entire tract of property, situate in the Northeast Quarter of Section 8, Township 3 South, Range 1 East, Salt Lake Base & Meridian, in Salt Lake County, State of Utah. The boundaries of said parcel of land are described as follows:

Beginning at a point in the easterly right of way line of the Utah Lake Irrigation Company Canal as shown on White City No. 7 Subdivision recorded as Entry No. 1649485 in Book T at Page 63 in the Office of the Salt Lake County Recorder, said point is 660.04 feet N.00°25'59"W. along the quarter section line to a point in the northerly boundary line of said White City No. 7 Subdivision and 273.48 feet S.89°45'35"E. along said northerly boundary line from the Center Quarter Corner of said Section 8 (Note: Basis of Bearing is N.89°45'35"W. along the quarter section line between the found monuments representing the Center Quarter Corner and the West Quarter Corner of said Section 8); and running thence along said easterly right of way the following two (2) courses: 1) S.10°58'00"W. 262.93 feet to the beginning of a 435.74 foot radius curve to the right and 2) southerly along the arc of said curve 62.87 feet through a central angle of 08°16'00" (note: chord for said curve bears S.15°06'00"W. for a distance of 62.81 feet) to the intersection of said easterly right of way line and the extension of said southerly line of Lot 27 of said White City No. 7 Subdivision; thence along said extension of the southerly line of Lot 27 N.68°41'00"W. 16.51 feet to a point in the centerline of the Utah Lake Irrigation Company Canal as shown on said White City No. 7 Subdivision and the beginning of a non-tangent 419.24 foot radius curve to the left; thence along said centerline the following two (2) courses: 1) northerly along the arc of said curve 59.89 feet through a central angle of 08°11'05" (note: chord for said curve bears N.15°03'32"E. for a distance of 59.84 feet)

and 2) N.10°58'00"E. 259.80 feet to the intersection of said centerline and said extension of the northerly boundary line of said White City No. 7 Subdivision; thence along said extension of said northerly boundary line S.89°45'35"E. 16.79 feet to the point of beginning.

The above described parcel of land contains 5,325 square feet or 0.12 acre in area, more or less.

STATE OF _____)
) ss.
)
COUNTY OF _____)

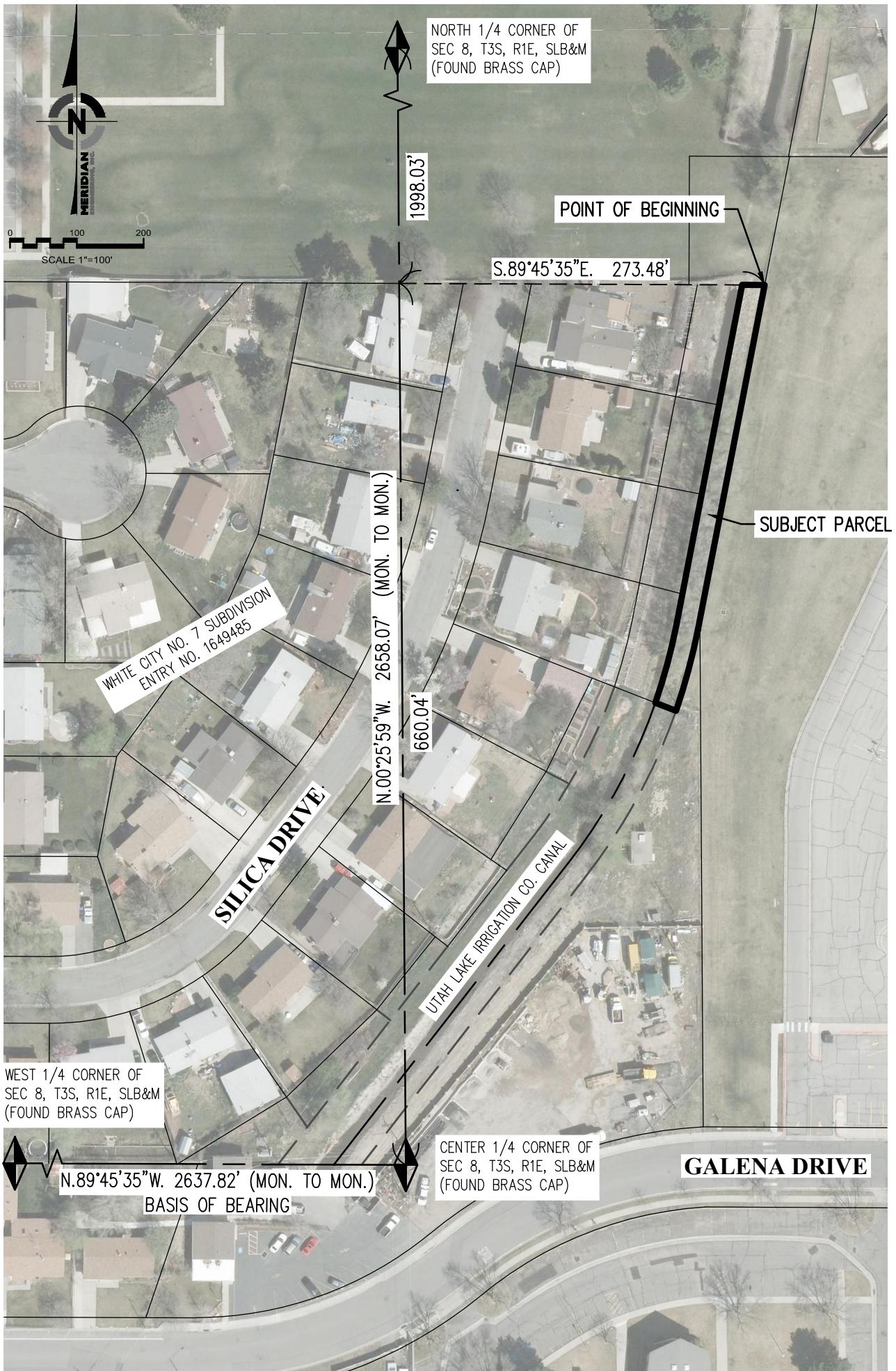
Sandy City
Utah Municipal Corporation

Signature

Print Name and Title

On this _____ day of _____, in the year 20____, before me personally appeared _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the _____ of Sandy City and that said document was signed by him/her on behalf of said Sandy City by Authority of its _____.

Notary Public



PROPERTY EXHIBIT		SANDY CITY	
SANDY CITY TO WHITE CITY		10000 S CENTENNIAL PKWY	
SITUATE IN THE NORTHEAST 1/4 OF SECTION 8, T3S, RIE, SLB&M			
COMP. FILE 24001_Exhibit		MERIDIAN ENGINEERING, INC. 1620 WEST 10100 SOUTH SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1319 FAX (801) 569-1319	
PROJECT NO. 24001-08		DRAWN _____ TRW SURVEYED _____ FM CHECKED _____ MWN DATE 11-APRIL-2024 NO. REVISIONS BY DATE	
SHEET NO. 1 OF 2			

WHITE CITY METRO TOWNSHIP
TAX ID NO. 28-08-179-015

POINT OF BEGINNING
(SEE SHEET-1 FOR
TIE INFORMATION)

WHITE CITY NO. 7 SUBDIVISION
ENTRY NO. 1649485

LAVON H. MAIERSPERGER
TAX ID NO. 28-08-251-014

LOT 24

SCOTT P. & CHASSEY S. HARRINGTON
TAX ID NO. 28-08-251-016

LOT 25

A. LAMAR & DONA MAY
WALL, TRUSTEES
TAX ID NO. 28-08-251-018

LOT 26

A. LAMAR & DONA MAY
WALL, TRUSTEES
TAX ID NO. 28-08-251-020

LOT 27

LOT 28

LOT 29

UTAH LAKE IRRIGATION CO. CANAL

WHITE CITY WATER
IMPROVEMENT DISTRICT
TAX ID NO. 28-08-253-039

SUBJECT PARCEL
5,325 SQ. FT. OR 0.12 ACRE
IN AREA, MORE OR LESS

BOARD OF EDUCATION OF
CANYONS SCHOOL DISTRICT
TAX ID NO. 28-08-253-023



PROPERTY EXHIBIT		DRAWN _____ TRW	
SANDY CITY TO WHITE CITY		SURVEYED _____ FM	
SITUATE IN THE NORTHEAST 1/4 OF		CHECKED _____ MWN	
SECTION 8, T3S, R1E, SLB&M		DATE 11-APRIL-2024 NO. REVISIONS	
		BY DATE	
COMP. FILE 24001_Exhibit			
PROJECT NO. 24001-08			
SHEET NO. 2 OF 2			
 <p>MERIDIAN ENGINEERING, INC. 1620 WEST 1010 SOUTH, SUITE 020 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1319 FAX (801) 565-1319</p>			
<p>SANDY CITY 10000 S CENTENNIAL PKWY SANDY, UTAH 84070</p>			

INTERLOCAL COOPERATION AGREEMENT
between
SANDY CITY
and
WHITE CITY METRO TOWNSHIP

**FOR PROPERTY CONVEYANCE OF SANDY CANAL TRAIL AND STORMWATER
IMPROVEMENTS**
[Between 9400 South and 10600 South, Salt Lake County, Utah]

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 9 day of July, 2019 (the "Effective Date") between **SANDY CITY**, a municipal corporation of the State of Utah ("Sandy City"), and **White City Metro Township**, a municipal corporation of the State of Utah ("White City"). Sandy City and White City are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, UTAH CODE ANN. § 11-13-101, *et seq.* (the "Interlocal Cooperation Act"), authorizes public agencies to enter into joint agreements with each other on a basis of mutual advantage to provide services and facilities in a manner consistent with best geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties have worked together to design the Sandy Canal Trail, with upgraded stormwater collection, in the location of the Sandy Canal from Carnation Drive to 10600 South, Salt Lake County, Utah pursuant to Interlocal Agreement, dated May 3, 2019, (attached hereto as Exhibit "1") (the "Project") and will work together to construct the Project pursuant to the Interlocal Cooperation Agreement between Sandy City and White City Metro Township for Construction of Sandy Canal Trail and Stormwater Improvements; and

WHEREAS, White City desires Sandy City to complete the Project and dedicate the same to White City following completion; and

WHEREAS, the Parties further desire to address the conveyance and dedication of real property by Sandy City to White City throughout the course of the Sandy Canal including the Project ("Property"), and maintenance of improvements of such Property, where such Property lies within the boundaries of White City; and

WHEREAS, the Parties desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both Parties in future ownership and maintenance of the Property, including the Project.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and provisions contained herein, the Parties mutually hereby agree as follows:

1. Project. Sandy City shall construct the Project in accordance with the Interlocal Cooperation Agreement between Sandy City and White City Metro Township for Construction of Sandy Canal Trail and Stormwater Improvements entered into concurrently with this Agreement. It is understood and agreed the Project is one of three phases of the overall Sandy Canal Trail and Storm Water improvements, as referenced in Section 2 of this Agreement, that are being undertaken by Sandy City, Salt Lake County and White City.

2. Other Improvements. The Project limits are approximately Carnation to 10600 South. In addition to the Project, other Sandy Canal trail and stormwater improvements will be constructed within the boundaries of White City Metro Township from approximately Dimple Dell to 9400 South as shown in Exhibit A of this Agreement, which is attached hereto and incorporated herein by this reference. To the extent any part of the Sandy Canal trail is outside the boundaries of White City Metro Township, the Parties will use their best efforts to make any necessary boundary adjustments to bring any such part inside the boundaries of White City Metro Township. As shown in Exhibit A, the phases of construction, including the Project, are referred to herein as the "Blue Phase," "Yellow Phase," and "Red Phase."

3. Conveyance. Upon completion of each phase of construction and acceptance of the same by Sandy City, Sandy City shall transfer ownership of the Property and improvements to White City, as set forth in this Section.

a. Sandy City shall grant and White City shall accept the Property in the Yellow Phase, to be conveyed by quitclaim deed as set forth in Exhibit A.

b. Sandy City shall grant and White City shall accept the Property in the Red Phase, to be conveyed by quitclaim deed as set forth in Exhibit A.

c. Sandy City shall grant and White City shall accept the Property in the Blue Phase, to be conveyed by quitclaim deed as set forth in Exhibit A. Sandy City shall retain an easement for the purpose of operating, maintaining, repairing and replacing stormwater improvements in the Blue Phase needed to handle stormwater from properties located within Sandy City.

d. The quitclaim deeds for each phase shall be prepared and executed by Sandy City and delivered to White City upon completion of construction for that phase.

4. Ownership, Operation, and Maintenance of the Project. It is agreed by the Parties, Sandy City will convey the Property to White City by phase, upon completion of trail and/or stormwater improvements, as applicable, for that phase. White City will thereafter have the sole responsibility for operation, maintenance, repair and replacement of the Project, except that

stormwater improvements in the Blue Phase shall be operated, maintained, repaired and replaced by Sandy City.

5. Termination. The term of this Agreement shall be 50 years, except that if construction of trail or stormwater improvements for the Blue Phase, Yellow Phase or Red Phase do not commence within ten years from the date of this Agreement, this Agreement shall terminate ten years after its effective date.

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

(a) *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

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

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

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

(e) *Severability.* The provisions of this Agreement are severable, and should any provision hereof be deemed void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement, and those other provision shall remain in full force and effect.

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

(g) *Amendment.* This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. This Agreement is the result of arms-length negotiations between the Parties, and both Sandy City and White City have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the Parties affirms its

desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor of the non-drafting Party.

(i) *Notice.* Any notice required or permitted to be given hereunder shall be deemed sufficient if given by any communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Township: White City Metro Township
Attn: Paulina F Flint
10467 S Carnation Drive
Sandy, UT 84094

Copy To: Paul H Ashton, Esq.
Boyack Ashton LC
1237 E Lorraine Drive
Salt Lake City, UT 84106

City: Sandy City Public Utilities Director
10000 Centennial Parkway, Suite 241
Sandy, UT 84070

Copy to: Sandy City Attorney's Office
10000 Centennial Parkway, Suite 301
Sandy, UT 84070

(j) *Assignment.* Neither Party may assign its rights or delegate its duties under this Agreement to any other person(s) or entity(ies) without prior written consent of the other Party.

(k) *Survival.* All of the Parties' respective representations, covenants, warranties, and obligations including, without limitation, any obligation to indemnify, set forth herein shall survive the Termination of this Agreement.

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

(m) *Interlocal Cooperation Act.* In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties hereby agree as follows:

(i) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;

(iii) A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Cooperation Act;

(iv) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(v) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the representatives for both White City and Sandy City, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

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

(o) *Agency.* No agent, employee or servant of the Sandy City, White City, or MSD is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. Sandy City, White City, and MSD shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. Sandy City acts as an independent contractor, and is not an employee or agent of White City in the performance of this Agreement.

(p) *Force Majeure.* No party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, any party shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

(q) *No Obligation to Third Parties.* The Parties agree that the Parties' obligations under this Agreement are solely to each other. This Agreement shall not confer any rights to third parties.

(r) *Governing Law.* The laws of the State of Utah govern all matters arising out of this Agreement.

(s) *Ethical Standards.* The Parties each represent that it has not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or either Parties' ordinances, rules of regulations; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee or former officer or employee of the other to breach any of the ethical standards set forth in Parties' ordinances, rules of regulations.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement as of the date first written above.

SANDY CITY

By: Kurt Bradburn
Mayor Kurt Bradburn

Date: 7/9/19

Attest:

By: Molly Spira
Molly Spira, Sandy City Recorder
Wendy Donns

Approved as to Legal Form:

By: Daniel Alcorn
Sandy City Attorney



WHITE CITY METRO TOWNSHIP,
a Utah municipal corporation

By: Paulina F. Flint
Mayor Paulina F. Flint

Approved as to Legal Form:

By: Andy Johnson
White City Attorney

SANDY CITY APPROVALS

Department LB
Risk Mgt. CAB
Budget BK
Legal Form DX
Purchasing Compliance B10

Exhibit - Phases of Sandy Canal Property Transfer from Sandy City to White City

