

REQUEST FOR COUNCIL ACTION

SUBJECT: REVOCABLE LICENSE AGREEMENT FOR PRIVATE
SANITARY SEWER CROSSING OF 4800 WEST STREET

SUMMARY: Consider a revocable license agreement for a private sanitary
sewer line crossing of 4800 West Street.

FISCAL:

IMPACT: Collection of a license fee in the amount of \$10,000.00.

STAFF RECOMMENDATION:

Staff recommends that the City Council consider the revocable
license agreement and approve or deny a resolution authorizing the
Mayor to execute such an agreement.

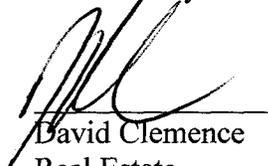
MOTION RECOMMENDED:

I move to **[adopt/not adopt]** Resolution 15-46 authorizing
the Mayor to execute the Revocable License Agreement with
Jordan Credit Union for a private sanitary sewer line crossing 4800
West Street.

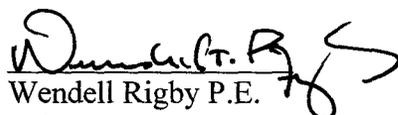
Prepared by:


Nate Nelson
City Engineer

Reviewed by:


David Clemence
Real Estate
Services Manager

Reviewed by:


Wendell Rigby P.E.
Public Works Director

Reviewed as to legal form:


Darien Alcorn
Deputy City Attorney

Recommended by:


Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

Jordan Credit Union has applied for a site plan and building permit to construct a building upon Lot 1 of the Peterson Commons Commercial Subdivision located at approximately 8192 South 4800 West.

Prior to recording of the Peterson Commons Commercial Subdivision on September 30, 2008, the City approved the engineering plans showing the public improvements required for the subdivision. Among other public improvements, the plans included a sanitary sewer with connection at New Bingham Highway, street improvements and power line burial. Since that time, the public improvements for the subdivision have not been completed. Jordan Credit Union owns Lot 1 of the subdivision and has applied for a site plan and building permit to construct a building on the site.

City staff informed Jordan Credit Union that public improvements are required to be completed prior to issuance of a building permit (City Code section 8-3B-12). Sanitary sewer service must also be available for the building.

The New Bingham Highway connection is undesirable to Jordan Credit Union because New Bingham Highway is a state road. Consequently, Jordan Credit Union requested that the sanitary sewer service be provided at Belnap Circle. Though there is an existing system in Belnap Circle that can accommodate the sanitary sewer discharge of the Jordan Credit Union site, Belnap Circle is east of both 4800 West (an existing public street lying along the eastern boundary of the subdivision) and some intervening private properties.

Thus, in order to direct sanitary sewer to the Belnap Circle, Jordan Credit Union needs private easements across the intervening private properties and has requested a license to cross 4800 West with the private sanitary sewer pipeline, which will remain private in perpetuity.

If the City Council desires to allow the private pipe to cross 4800 West Street, the attached Revocable License Agreement can be used as proposed or with revisions as desired by the City Council.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-46

**A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF THE
REVOCABLE LICENSE AGREEMENT BETWEEN JORDAN CREDIT UNION
AND THE CITY OF WEST JORDAN**

Whereas, Jordan Credit Union desires to develop Lot 1 of the Peterson Commons Commercial Subdivision, a commercial lot located at approximately 8192 South 4800 West; and

Whereas, Jordan Credit Union requested a license from West Jordan for a private sanitary sewer pipeline to cross the public right-of-way of 4800 West Street at approximately 8190 South; and

Whereas, Jordan Credit Union will pay \$10,000.00 to West Jordan for a 50-year revocable license for the crossing; and

Whereas, the West Jordan City Council has reviewed the attached Revocable License Agreement, which grants a revocable license to Jordan Credit Union, subject to the terms and conditions of said agreement; and

Whereas, the City Council of the City of West Jordan desires that the Revocable License Agreement be executed by the Mayor who is authorized to execute the agreement; and

**NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST
JORDAN, UTAH, THAT:**

Section 1. After approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Revocable License Agreement between Jordan Credit Union and the City of West Jordan.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 11th day of March, 2015.

CITY OF WEST JORDAN

By: _____
Mayor Kim V. Rolfe

ATTEST:

Melanie S. Briggs, City Clerk

Res. 15-46

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

Judy Hansen

Chris McConnehey

Chad Nichols

Ben Southworth

Justin D. Stoker

Mayor Kim V. Rolfe

REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement (“Agreement”) is entered into by and between Jordan Credit Union, a Utah corporation (“Licensee”) and the City of West Jordan, a municipality and political subdivision of the State of Utah (the “City”), collectively referred to as the “Parties”.

RECITALS

Whereas, Licensee desires to develop a certain lot located within the corporate boundaries of the City of West Jordan, Salt Lake County, Utah, which is Lot 1 of the Peterson Commons Commercial Subdivision, a commercial lot located at approximately 8192 South 4800 West, as reflected in Exhibit “A,” which is attached hereto and by this reference made a part hereof (the “Property”); and

Whereas, Licensee is required to connect to the City’s sanitary sewer system; and

Whereas, Licensee has requested sanitary sewer collection to be through a private sanitary sewer pipeline (the “Sewer Pipeline”), which is located and which connects to the public sanitary sewer system in Belnap Circle as shown in Exhibit “B;” and

Whereas, the proposed route of the Sewer Pipeline crosses the public right-of-way commonly referred to as 4800 West Street, at approximately 8190 South, as shown in Exhibit “B;” and

Whereas, Licensee desires a license for said crossing; and

Whereas, City desires to grant a revocable license to Licensee subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement and are made a part hereof.
- 2. Grant of License and Consideration.** The City grants to Licensee a non-exclusive revocable license to construct, maintain, operate and repair the Sewer Pipeline under the public right-of-way commonly referred to as 4800 West Street, in the location and manner approved by the City and shown on Exhibit “B.” The Sewer Pipeline will be for the

purpose of sanitary sewer collection for the Property. Subject to the City's ordinances, standards, regulations and requirements, Licensee shall have the right to construct, operate, maintain and repair the Sewer Pipeline. Grantee hereby agrees to comply with the terms of this Agreement and all local, state and federal laws, rules and regulations, including but not limited to the City's encroachment ordinances and permit requirements.

In consideration of the license hereby granted, Licensee shall pay to City the sum of \$10,000.00.

3. **Term.** Subject to early termination/revocation as set forth herein, this license is granted for a term of fifty (50) years. At the expiration of the term, the license shall expire.

4. **Early Termination and Revocation.** The license may be terminated or revoked at any time by either party upon ninety (90) days written notice.

5. **Removal Upon Termination.** Upon expiration of the term or any renewal term, or upon early termination or revocation, Licensee will remove the Sewer Pipeline from the public right-of-way at the Licensee's cost and expense. If Licensee fails to comply with the Relocation requirements set forth herein below, the City will have the right to perform Relocation on Licensee's behalf and at Licensee's sole cost and expense.

6. **Licensee's Obligations.**

a. **Construction.** At Licensee's sole cost and expense, Licensee will construct and install, or cause to be constructed and installed, the Sewer Pipeline in accordance with engineering construction drawings approved by the City. Design and construction shall be at Licensee's expense and in accordance with the requirements of the West Jordan City Code, Federal and State laws and regulations.

b. **Permits Required.** Except in the case of emergency, Licensee must, prior to commencing work in the public right-of-way, apply to the City for a permit to perform such work, whether for purpose of construction, maintenance, operation, repair, relocation or removal of the Sewer Pipeline. Application shall be made through the City Engineer or designated representative.

c. **Ownership.** Licensee shall construct and install the Sewer Pipeline on private property except in such locations where license is granted by the City per the terms of this Agreement, to cross the public right-of-way. Licensee will own the Sewer Pipeline. At Licensee's sole cost and expense, Licensee will obtain easements from private property owners sufficient to construct, maintain, operate, repair, replace and remove the Sewer Pipeline. Licensee will have no property interest in the public right-of-way, except the revocable license as set forth in this Agreement.

d. **Private Facility.** Licensee understands and agrees that the Sewer Pipeline will be a private improvement and will not be dedicated to, operated, maintained, repaired or replaced by the City. It is anticipated that the Sewer Pipeline and collection of sanitary sewer for the Property will remain private in perpetuity.

e. **Relocation.** Upon ninety (90) days written notice to Licensee, the City may require the relocation, removal or reinstallation (collectively, Relocation) of the Sewer Pipeline or any portion thereof located within or under any public right-of-way. Upon receipt of such written notice, Licensee shall diligently begin such Relocation as may be reasonably necessary to meet the City's requirements. The Relocation shall be at no cost to the City. If Licensee fails to comply with the Relocation requirements, the City will have the right to perform Relocation on Licensee's behalf and at Licensee's sole cost and expense.

f. **City Not Responsible.** The Parties acknowledge, understand and agree that the City has no duty and is not responsible to perform or participate in any manner in any maintenance, operation, repair, replacement, relocation or removal of the Sewer Pipeline.

7. **Indemnification.** Licensee shall indemnify, defend and hold harmless the City, its officers, agents, employees and volunteers from any and all claims arising out of the use, operation, failed operation, maintenance, lack of maintenance, repair, failure to repair, or existence of the Sewer Pipeline. This indemnification requirement includes indemnification for claims for attorney's fees, court costs and litigation expenses, of whatever type and amount, except the City's sole negligence.

8. **Effect of License.** Nothing in this Agreement shall be construed to relieve Licensee of any obligations imposed on Licensee by Federal, State or local laws, ordinances, regulations, or standards. This license is revocable and does not create any vested property interest.

9. **Assignment.** Neither the Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without the prior written consent of the City.

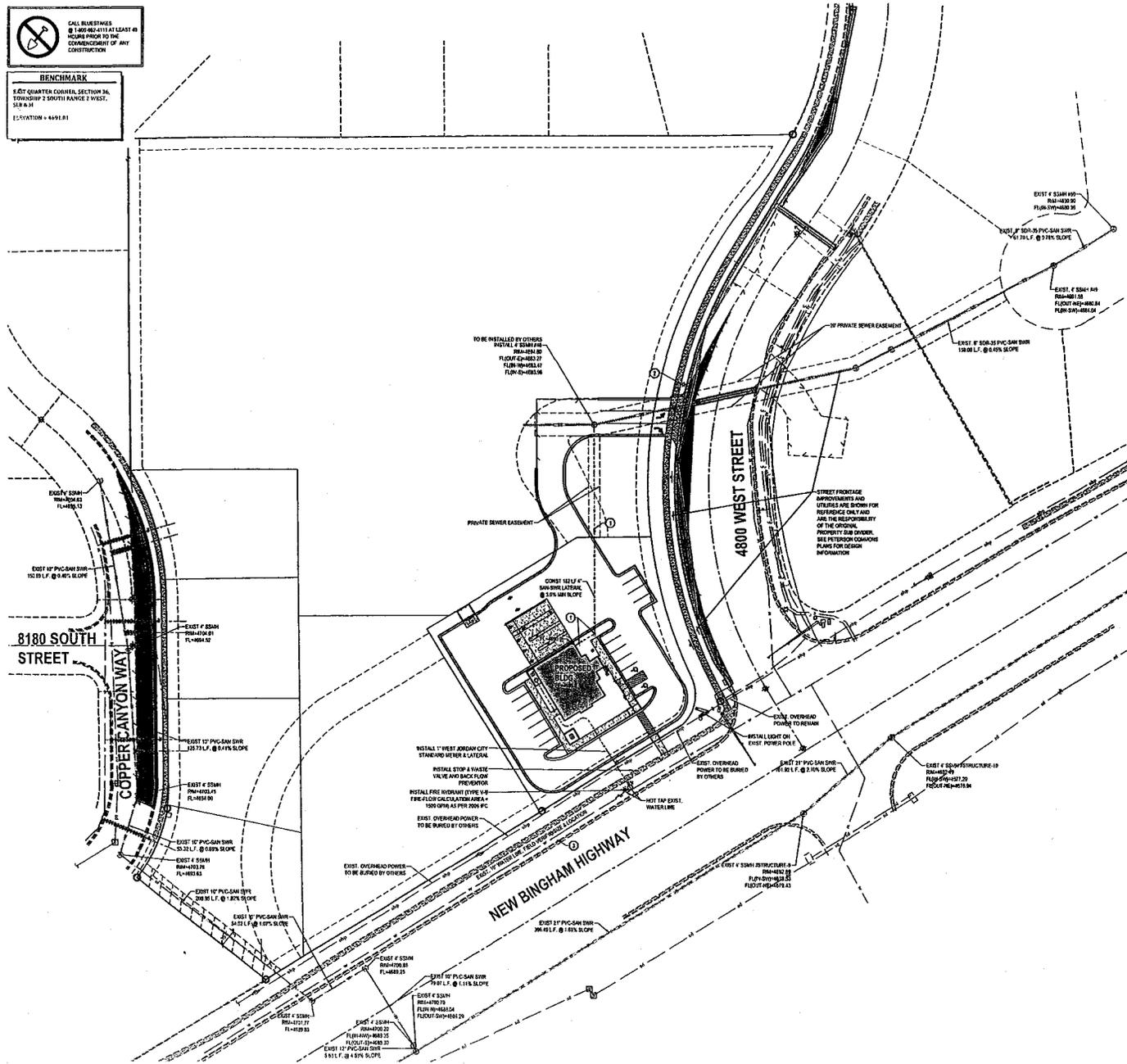
10. **Amendment.** This Agreement may be amended only in writing signed by the Parties hereto.

11. **Default.** In the event of default of the terms and conditions of this Agreement, the defaulting party shall pay to non-defaulting party its reasonable costs, fees and attorney fees incurred in the enforcement of this Agreement.

Exhibit B

CALL BLUESTAKES
 @ 1400-4411 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION

BENCHMARK
 8 EASY QUARTER CORNER, SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, 33E N. M.
 ELEVATION = 4491.81



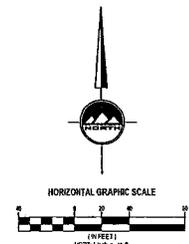
LEGEND

○	EXIST ENOUGH NEAR AND CAP	—	EXISTING 30" CURB AND GUTTER
○	EXIST WATER METER	—	PROPOSED 30" CURB AND GUTTER
○	PRO WATER METER	—	EXIST FENCE
○	EXIST WATER MANHOLE	—	PRO FENCE
○	PRO WATER MANHOLE	—	EXIST EDGE OF ASPHALT
○	EXIST WATER VALVE	—	PRO EDGE OF ASPHALT
○	PRO WATER VALVE	—	EXIST SANITARY SEWER
○	EXIST FIRE HYDRANT	—	PRO SANITARY SEWER LINE
○	PRO FIRE HYDRANT	—	PRO SAN. SEWER SERVICE LINE
○	EXIST SECONDARY WATER VALVE	—	EXIST SECONDARY WATER LINE
○	PRO SECONDARY WATER VALVE	—	PRO SECONDARY WATER LINE
○	EXIST IRRIGATION VALVE	—	EXIST WATER LINE
○	PRO IRRIGATION VALVE	—	PRO WATER LINE
○	EXIST SANITARY BOWER MANHOLE	—	EXIST SANITARY WATER SERVICE LINE
○	PRO SANITARY BOWER MANHOLE	—	EXIST SECONDARY WATER LINE
○	EXIST SIGN	—	PRO SECONDARY WATER LINE
○	PRO SIGN	—	PRO SEC. WATER SERVICE LINE
○	EXIST UTILITY MANHOLE	—	EXIST IRRIGATION LINE
○	PRO UTILITY MANHOLE	—	EXIST GAS LINE
○	EXIST GAS VALVE	—	EXIST COORDINATION LINE
○	EXIST BUILDING	—	EXIST TELEPHONE LINE
○	PRO BUILDING	—	EXIST OVERHEAD POWER LINE
○	PUBLIC DRAINAGE EASEMENT	—	

NOTE
 1. ALL WORK SHALL COMPLY WITH CURRENT APPLICABLE PLANS AND SPECIFICATIONS, AND WITH CITY STANDARD PLANS AND SPECIFICATIONS.

KEY NOTES

1. INSTALL CLEARANCE TO GROUND
2. INSTALL STREET LIGHTS PER WEST JORDAN CITY STANDARDS
3. EXISTING STREET LIGHT TO REMAIN



LOCATED IN THE NORTHEAST QUARTER OF SECTION 36 AND THE NORTHWEST QUARTER OF SECTION 31 TOWNSHIP 2 SOUTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN WEST JORDAN, SALT LAKE COUNTY, UTAH

ENSGN

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 725 BOX 808
 SANDY, UTAH 84088

CONTACT:
 JEFF HARRIS
 PHONE: 801.564.4100
 FAX:

JORDAN CREDIT UNION
 4830 WEST NEW BINGHAM HIGHWAY
 WEST JORDAN, UTAH



SITE UTILITY PLAN

PROJECT NUMBER: 420
 DATE: 11/20/17
 DRAWN BY: C. LUTHERS
 CHECKED BY: G. WOODWARD
 PROJECT LEADER: B. STURT

C3.0