



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, March 26, 2019, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Lars Nordfelt
4. Special Recognitions
5. Approval of Minutes:

A. March 19, 2019

6. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

- A. Public Comments
- B. City Manager Comments
- C. City Council Comments

7. Resolutions:

- A. 19-35: Authorize the Execution of an Interlocal Cooperation Agreement Between West Valley City and Salt Lake County for the Construction of 2550 South

8. Consent Agenda:

- A. Reso. 19-36: Authorize the City to Enter into an Easement Purchase Agreement and Accept a Temporary Construction Easement With and From Darrell and Connie Davis for Property Located at 2557 South 7200 West

9. Motion for Closed Session (if necessary)

10. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – MARCH 19, 2019

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, MARCH 19, 2019, AT 6:32 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Karen Lang, Councilmember District 3
Jake Fitismanu, Councilmember District 4

STAFF PRESENT:

Paul Isaac, Acting City Manager
Nichole Camac, City Recorder

Eric Bunderson, City Attorney
Jim Welch, Finance Director
Colleen Jacobs, Police Chief
Russell Willardson, Public Works Director
Layne Morris, CPD Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department

OPENING CEREMONY

Karen Lang conducted the Opening Ceremony. She requested that members of the audience, City Staff, and the Council rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD MARCH 12, 2019

The Council considered the Minutes of the Regular Meeting held March 12, 2019. There were no changes, corrections or deletions.

Councilmember Nordfelt moved to approve the Minutes of the Regular Meeting held March 12, 2019. Councilmember Lang seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

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COMMENT PERIOD

A. PUBLIC COMMENTS

Mike Markham commended staff on the single-family unit dwelling work and effort to change issues in the City. He indicated that dormitory type facilities are a significant concern in his neighborhood. Mr. Markham stated he lived in a dormitory when he was drafted in the military and it was not a pleasant experience. He stated that he supports many of the proposed changes and provided examples of problems in his neighborhood.

Jim Vesock stated that he agrees with Mr. Markham and indicated that dormitories are a problem and single-family units should remain as such. Mr. Vesock expressed his opinions on what should be changed. He indicated he is looking forward to applying for the pet permit tomorrow. Mr. Vesock expressed concern about how Mr. Roberts was notified for his Code Enforcement violation. He stated it wouldn't have been difficult to call the number on any of the vehicles in the yard and added that Mr. Roberts is a responsible business man and sometimes Code Enforcement officers need to take the next step to do the right thing. Mr. Vesock stated if there is a training issue and officers aren't treating citizens with respect, proper training needs to be performed and the officer should be reprimanded.

Rudy Flores stated that he is concerned about the behavior of the Code Enforcement officer that came to his home. He stated he is currently dealing with an \$11,000 fine and is frustrated that the officer came onto his property without invitation or permission. Mr. Flores stated that he felt the officer was extremely aggressive and threatening. He indicated that he was cited for not having four inches of gravel which he feels was unfair and was also cited for having chickens which he has a non-conforming use for. Mr. Flores added that he felt it was wrong for a lien to be placed on his home. He stated that he feels the language and transactions that occurred between himself and the officer were inappropriate, and he felt he was taken advantage of. Mr. Flores added that he is a veteran and indicated it is his right to have his unlicensed trailer on his property.

Dennis Streeter stated that he has lived in the City for a long time and has always owned chickens. He stated that he has constantly been harassed by Code Enforcement officers and he didn't feel bad when Jill Robinson was shot and killed. He indicated that he feels harassed and added he has a non-conforming use that allows him to have chickens.

B. CITY MANAGER COMMENTS

Paul Isaac, Acting City Manager, stated that he is upset that someone would advocate or support the killing of a West Valley City employee. He stated that the

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City will always investigate any allegations of inappropriate behavior from an employee and ensure it doesn't happen again.

C. CITY COUNCIL COMMENTS

Mayor Bigelow stated that comments can be easily misconstrued, and emotions can often run high during public meetings about sensitive topics. Councilmember Fitisemanu stated any additional documentation can be provided to the City Recorder. Councilmember Huynh stated that our goal is ensure employees are respectful and polite to people in the City. Mayor Bigelow agreed and added that the City appreciates reports and concerns.

RESOLUTION 19-32: AUTHORIZE THE EXECUTION OF AN AMENDMENT TO AN AGREEMENT FOR PROFESSIONAL ENERGY CONSULTING AND MANAGEMENT SERVICES

Mayor Bigelow discussed proposed Resolution 19-32 that would authorize the execution of an amendment to an Agreement for Professional Energy Consulting and Management Services.

Written documentation previously provided to the City Council included information as follows:

This amendment would set a reimbursement rate for LYRB services rendered if certain energy efficiency projects are implemented at the Maverik Center of not more than \$60,000 in reimbursable expenses. Additional information on the energy efficiency projects can be seen in Appendix A. This amendment also would have LYRB's Energy Division create a GIS Map of existing outdoor Parks and Recreation street and outdoor lighting, and give a professional cost-benefit analysis of replacing existing lights and fixtures with more efficient LED lighting for the cost of \$4,500.

LYRB has been acting as a contracted Energy Management Consultant in creating a Strategic Energy Management Plan giving advice to the City on how to best retrofit, replace, or reconfigure existing City Facility equipment and infrastructure. The goal of this effort is to realize energy efficiency savings that make long term financial sense for the City, while at the same time meeting a policy goal of reducing energy consumption in City Facilities.

This amendment to their existing Professional Services Contract sets a maximum rate of reimbursable expenses for work that may be done at the Maverik Center in regards to Energy Efficiency. This includes up to \$60,000 for fees related to retaining Engineering services needed to proceed with planned Energy Efficiency upgrades at the Maverik Center which would require these services. A rate structure is also set that establishes when Energy Conservation Measures (ECMs) that the City chooses to implement with LYRB as the project manager will incur of

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a fee of not more than 7.5% of the final bid amount for the project. LYRB would act as the Project Manager for these ECMs in conjunction with City staff.

Also included in this amendment is the addition of a task to create a complete inventory of outdoor and street lighting on Parks and Recreation property. This information is currently not available to the City, but significant savings could potentially be realized in converting lighting to LEDs. LYRB will, as part of this amendment, not only create an inventory that can integrate in with existing City GIS maps, but also include an analysis on the potential cost savings and ROI of replacing the lighting on Parks and Recreation property with more efficient LEDs.

Councilmember Lang stated that this accomplishes goals that were directed by the Council at the Strategic Planning Meeting.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Nordfelt moved to approve Ordinance 19-32.

Councilmember Buhler seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSENT AGENDA

A. RESOLUTION 19-33: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM SHAUNTAY AND VALARIE YORK FOR PROPERTY LOCATED AT 7058 WEST BEAGLEY LANE (2590 SOUTH)

Mayor Bigelow discussed proposed Resolution 19-33 that would authorize the City to enter into an Easement Purchase Agreement and accept a Temporary Construction Easement with and from Shauntay and Valarie York for property located at 7058 West Beagley Lane (2590 South).

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Written documentation previously provided to the City Council included information as follows:

A Temporary Construction Easement over a portion of the Shauntay D. York and Valarie York parcel located at 7058 W. Beagley Lane is being acquired as part of the 2540 South Extension, scheduled to be constructed in 2019. This project will extend Beagley Lane eastward from 7200 West, through ARA Industrial Center to 2540 South at 6755 West. 2540 South will also be extended from 6400 West to approximately 6100 West. Beagley Lane will be shifted south and realigned to create separation from existing homes on Beagley Lane.

Due to the realignment of Beagley Lane, a 2,339 square foot portion of the existing Beagley Lane will be vacated in favor of Lots 7 and 8, Beagley Estates Subdivision owned by Shauntay D. York and Valarie York. An amended subdivision plat will be recorded to amend Lots 1, 6–9, 18 and Beagley Lane in the Beagley Estates Subdivision. Compensation in the amount of \$9,000.00 is based upon the Compensation Estimate prepared by the Integra Realty Resources and includes funds to landscape the vacated portion of Beagley Lane added to Lots 7 and 8.

B. RESOLUTION 19-34: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM RICARDO GONZALEZ FOR PROPERTY LOCATED AT 3727 SOUTH LEE MAUR STREET (2740 WEST)

Mayor Bigelow discussed proposed Resolution 19-34 that would authorize the City to enter into an Easement Purchase Agreement and accept a Perpetual Easement and Temporary Construction Easement with and from Ricardo Gonzalez for property located at 3727 South Lee Maur Street (2740 West).

Written documentation previously provided to the City Council included information as follows:

This portion of the Ricardo Gonzalez parcel located at 3727 S. Lee Maur Street is being acquired as part of the 2700 West Improvement Project, scheduled to be constructed in 2019. This project will include construction of sidewalk, textured colored concrete parkstrip, landscaping, and decorative street lighting along the west side of Constitution Boulevard (2700 West) from 4100 South to 3671 South. The project will also include an eight-foot tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard. As part of the

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project, access to 2700 West will be eliminated and replaced with an eight-foot-tall post and panel wall. The acquisition from Ricardo Gonzalez includes a Perpetual Easement for the wall and for a Grant of Temporary Construction Easement. Compensation in the amount of \$15,500.00 was negotiated based upon the Appraisal Report prepared by the DH Group, LLC, and includes compensation the loss of access to his garage to/from 2700 West which will essentially turn the garage into a shed. A Power of Attorney Form is also included which authorizes John Rivera to sign on behalf of Ricardo Gonzalez.

Upon inquiry by Mayor Bigelow there were no further questions from members of the City Council, and he called for a motion.

Councilmember Lang moved to approve Resolutions 19-33 and 19-34.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

MOTION TO ADJOURN

Upon motion by Councilmember Buhler, all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, MARCH 19, 2019 WAS ADJOURNED AT 6:58 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, March 19, 2019.

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Nichole Camac, CMC
City Recorder

DRAFT

19-35: Authorize the Execution of an Interlocal...

Item #:	
Fiscal Impact:	\$1,500,000
Funding Source:	Revenue
Account #:	N/A
Budget Opening Required:	Yes

ISSUE:

Cooperative Agreement with the Salt Lake County for new road construction along 2550 South.

SYNOPSIS:

This interlocal agreement will transfer up to \$1,500,000 in County Transportation Funds to West Valley City, to reimburse the City for new road construction along 2550 South between 5600 West to 7200 West.

BACKGROUND:

During the 2018 legislative session, SB234 directed UDOT to fund the completion of 2550 South 5600 West to 8000 West, with matching funds from Salt Lake County. UDOT has since funded \$1,000,000 for design and construction.

Salt Lake County is providing County Transportation Funds to help cover construction of the road and active transportation infrastructure. The new road construction along 2550 south between 5600 West to 7200 West will include a multi-use path. The County Transportation Funds will only be used for allowable uses as described in Subsection 72-2-121(4)(h) of the State Transportation Code.

RECOMMENDATION:

Approve Interlocal Agreement with Salt Lake County

SUBMITTED BY:

Russ Willardson
Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN
WEST VALLEY CITY AND SALT LAKE COUNTY FOR THE
CONSTRUCTION OF 2550 SOUTH.**

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, entitled “Interlocal Cooperation Act” provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; and

WHEREAS, West Valley City desires to provide for the completion of 2550 South between 5600 West and 7200 West (the “Project”); and

WHEREAS, Salt Lake County (hereinafter, the “County”) desires to enter into an interlocal agreement to provide funds to the City for the completion of the Project; and

WHEREAS, an agreement has been prepared for execution by and between the City and the County, a copy of which is attached hereto and entitled “Interlocal Cooperation Agreement” (hereinafter, the “Agreement”), that sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the above-referenced Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between the City and Salt Lake County is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000002173 Version: 1 Desc: DRD Transport:InlandPortSB234
Supplier Name: WEST VALLEY CITY
Comments: DRD- Interlocal - County to transfer up to \$1,500,000.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for new road construction (Inland Port SB234) along 2550 South between 5600 West to 7200 West; Active Transportation infrastructure to be included; SLCo Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference (See Exhibit A), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. Term to the earlier of (i) the date the City has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 12/31/2024
Contract Amount: \$1,500,000.00
Agency Name: Rgnl Trans, Housng & Econ Dev
Period Performance from 3/1/2019 to 12/31/2024
Procurement Type: EXI Exempt Interlocal
Reason Code:
Buyer: RMatthes

RESOLUTION NO. 5513

February 26, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH
THE WEST VALLEY CITY PROVIDING FOR THE TRANSFER OF COUNTY
TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION
PROJECTS WITHIN SALT LAKE COUNTY

W I T N E S S E T H

WHEREAS, Salt Lake County (the "County") and West Valley City (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with the City, which is attached hereto as **ATTACHMENT A** (the "Interlocal Agreement"), to provide for reimbursement of expenses;

R E S O L U T I O N

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. The Interlocal Cooperation Agreement between Salt Lake County and the City is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.

[Signature Page to Follow]

APPROVED AND ADOPTED in West Valley City, Salt Lake County, Utah, this 26
day of February, 2019.


_____, Chairperson

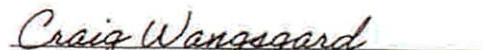
ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	"Aye"
Council Member Bradshaw	"Aye"
Council Member Burdick	"Aye"
Council Member DeBry	"Aye"
Council Member Granato	"Aye"
Council Member Jensen	Absent
Council Member Winder Newton	"Aye"
Council Member Snelgrove	"Aye"
Council Member Wilson Ghorbani	"Aye"

APPROVED AS TO FORM:


Deputy District Attorney
Date: 2/4/2019

ATTACHMENT A
Interlocal Cooperation
Agreement with the West Valley City

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

WEST VALLEY CITY

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”) and **WEST VALLEY CITY**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter “County Transportation Funds”).

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

E. The County and the City now desire to enter into this Agreement providing for the transfer of up to One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) of County Transportation Funds to the City to reimburse the City for certain costs that are incurred by the City for new road construction (Inland Port SB 234) along 2550 south between 5600 West

to 7200 West. Active Transportation infrastructure (multi-use path) to be included in the design. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference, so long as such costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **County Transportation Funds:** As defined in the Recitals above.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** The amount specified for the Project in the Project Description attached hereto as Exhibit A.
- (e) **Project:** The transportation project or projects described in or determined pursuant to the Project Description.
- (f) **Project Description:** The project description attached hereto as Exhibit A.
- (g) **Project Element.** A discrete portion of the Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described Utah Code Ann. §59-12-2219(11)(a)(ii) and in accordance with the Certificate of Grant Recipient.
- (i) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County and City legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.

(j) Request for Disbursement: A statement from the City, in the form attached hereto as **Exhibit B**, requesting an amount of County Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Transportation Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii); and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to

the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is made to the City under this Agreement is consistent with the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii), and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Description, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 – DISBURSEMENTS

4.1. Conditions for Each Disbursement of County Transportation Funds. The County will not be obligated to disburse County Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated Sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Disbursement. The City has furnished to the County, for each and every disbursement:

(1) a Request for Disbursement; and

(2) invoices and proof of payment for any Reimbursable Project Cost incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(c) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(d) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(e) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(f) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of County Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of County Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of County Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed County Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of County Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which County Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement and the wording of the Project Description will not be deemed to be a review or acknowledgement by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 — COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this

Agreement; (iii) any improper use of the County Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any County Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the County Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the County Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of County Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the County Transportation Funds under this Agreement without prior written consent from the County. The City shall use the County Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 —DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(a) Withhold further disbursement of County Transportation Funds to the City; and/or

(b) Reduce the amount of any future disbursement of County Transportation Funds to the City by the amount incurred by the County to cure such default; and/or

- (c) Terminate this Agreement.

ARTICLE 7 — MISCELLANEOUS

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

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

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.

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

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

(e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

(f) 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.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) Voting of the County mayor and the City Mayor shall be based on one vote per Party.

(i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(j) The powers of the joint board are those described in this Agreement.

7.2. **Term of Agreement.** This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the

County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed County Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of County Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If County Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute County Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute County Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute County Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If County Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which County Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this

Agreement without liability or penalty, effective upon written notice to the City.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time):

If to Salt Lake County: Department of Regional Transportation, Housing and
Economic Development
2001 South State, S2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

If to the City: West Valley City Mayor
3600 Constitution Blvd
West Valley City, UT 84119

7.6. Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (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 in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County Ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.14. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By Evan Strick
Mayor or Designee

Dated: 3/5, 2019

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By Wilford Sommerkorn
Wilf Sommerkorn
Acting Department Director

Dated: 2-28, 2019

Approved as to Form and Legality:

By Craig Wangsgard
Deputy District Attorney
Dated February 28, 2019

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INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

WEST VALLEY CITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A
PROJECT DESCRIPTION
for
WEST VALLEY CITY

- 1) **Project Title:** New Road Construction Projects in the Northwest Quadrant of West Valley City

Project Description:	New road construction (Inland Port SB 234) along 2550 south between 5600 West to 7200 West. Active Transportation infrastructure (multi-use path) to be included in the design. Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference.
Maximum Reimbursable Amount:	\$1,500,000.00

EXHIBIT B
Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: West Valley City – Interlocal Agreement for County Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between Salt Lake County (the “County”) and West Valley City (the “City”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** are attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County’s review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any

particular Reimbursable Project Cost for which a disbursement of County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the County Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20__.

WEST VALLEY CITY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

SCHEDULE 1
Reimbursable Project Costs (RPC) Request for Disbursement

Project Title: New Road Construction Projects in the Northwest Quadrant of West Valley City

Reimbursable Project Costs Request Detail:

<u>Vendor Name</u>	<u>Date of Service</u>	<u>Date Paid by City</u>	<u>Reimbursable Project Cost Description</u>	<u>Requested Amount</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total RPC Request				\$ _____

This portion above is to be filled out by the City.
This portion below is to be filled out by the County.

RPC Approved – This Request	_____
(plus) RPC Approved/Paid to Date	_____
Total Approved/Paid to Date	=====
 Maximum Reimbursable Amount	_____
(less) Total Approved/Paid to Date	_____
Remaining County Transportation Funds	=====

Approving Signature by County

Item #:	
Fiscal Impact:	\$300.00
Funding Source:	State and County Funds
Account #:	45-9610-40750-75210-0200
Budget Opening Required:	No

ISSUE:

Authorization, acceptance and execution of an Easement Purchase Agreement and acceptance of a Temporary Construction Easement.

SYNOPSIS:

Darrell J. Davis and Connie R. Davis have signed an Easement Purchase Agreement and a Temporary Construction Easement for property located at 2557 South 7200 West (14-22-351-004).

BACKGROUND:

A Temporary Construction Easement over a portion of the Darrell J. Davis and Connie R. Davis parcel located at 2557 South 7200 West is being acquired as part of the 2540 South Extension, scheduled to be constructed in 2019. This project will extend Beagley Lane eastward from 7200 West, through ARA Industrial Center to 2540 South at 6755 West. 2540 South will also be extended from 6400 West to approximately 6100 West. Beagley Lane will be shifted south and realigned to create separation from existing homes on Beagley Lane.

Due to the realignment of Beagley Lane, a 218 square foot portion of the existing Beagley Lane will be vacated in favor of parcel 14-22-326-004 owned by Darrell J. Davis and Connie R. Davis. Compensation in the amount of \$300.00 is based upon the Compensation Estimate prepared by Integra Realty Resources.

RECOMMENDATION:

Accept Temporary Construction Easement and authorize Mayor to execute Easement Purchase Agreement. Authorize City recorder to record the Temporary Construction Easement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM DARRELL AND CONNIE DAVIS FOR PROPERTY LOCATED AT 2557 SOUTH 7200 WEST.

WHEREAS, Darrell and Connie Davis (herein “Owners”) have entered into an Easement Purchase Agreement for property located at 2557 South 7200 West that is affected by the 2540 South Extension Project (herein “Project”); and

WHEREAS, Owners have also signed a Temporary Construction Easement (the “Easement”), as required for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Easement Purchase Agreement with Owners, and to accept the Easement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, as follows:

1. That the above-referenced document entitled “West Valley City Easement Purchase Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney’s Office.
2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Easement for and on behalf of West Valley City.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2019.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**WEST VALLEY CITY
EASEMENT PURCHASE AGREEMENT**

On this _____ day of _____, 2019, Darrell J. Davis and Connie R. Davis, GRANTORS, hereby agree to sell to GRANTEE, West Valley City ("the City"), 3600 Constitution Blvd., West Valley City, Utah 84119, a Temporary Construction Easement for right-of-way purposes.

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. GRANTORS shall deliver a Temporary Construction Easement (the "Easement") in the form and for the property described in Exhibit A.
2. The City shall pay Three Hundred Dollars (\$300.00) for the Easement. This amount constitutes fair market value and is the entire payment for all land, improvements, structures, severance, remainder or proximity damages, relocation costs, and any and all known or potential damages, costs, or value that may be related to the Easement. Closing shall occur within sixty days of the execution of this Agreement.
3. The GRANTORS represent that no hazardous waste or toxic substances have been stored on, released into, generated on, or deposited upon the Easement or into any water systems on or below the surface of the Easement, and the Easement complies with all local, state, and federal hazardous waste laws, rules, and regulations. The GRANTORS agree to indemnify, and hold the City harmless from and against damages and expenses, including reasonable court costs and attorney's fees, arising from or by reason of the presence of hazardous waste or toxic substances on the Easement. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City. GRANTORS are responsible for compliance with the obligations of this Section 3 and for any damages resulting from the breach thereof. The provisions of this Section 3 shall survive the termination of this Agreement and the closing of this transaction.
4. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the Easement. The performance of this Agreement constitutes the entire consideration for the grant of the Easement and shall relieve the City of all further obligations or claims on that account or on account of the location, grade, and construction of the proposed improvements.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

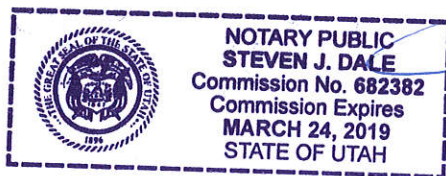
(Signatures follow)

GRANTOR
DARRELL J. DAVIS

Darrell J. Davis

State of UTAH)
County of SALT LAKE) :SS

On this 11TH day of MARCH, 2019, personally appeared before me Darrell J. Davis, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and the foregoing instrument was signed by him.



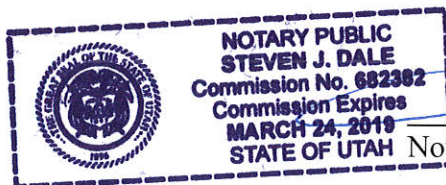
Steven J. Dale
Notary Public

GRANTOR
CONNIE R. DAVIS

Connie R. Davis

State of UTAH)
County of SALT LAKE) :SS

On this 11TH day of MARCH, 20, personally appeared before me Connie R. Davis, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and the foregoing instrument was signed by her.



Steven J. Dale
Notary Public

**GRANTEE
MAYOR**

ATTEST:

CITY RECORDER

EXHIBIT A

WHEN RECORDED, MAIL TO:

West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, UT 84119

Easement

Salt Lake County

Affecting Tax ID No. 14-22-351-004

Darrell J. Davis and Connie R. Davis, husband and wife as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, 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 temporary easement, upon part of an entire tract of property, in the Southwest Quarter of Section 22, T.1S., R.2W., S.L.B.&M., in Salt Lake County, Utah. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the northerly right of way line of Beagley Lane (2590 South), said point is also the southwest corner of Lot 1 of Beagley Estates Subdivision recorded as Entry No. 9828171 in Book 2006P at Page 246 in the Office of the Salt Lake County Recorder, said point is 1017.21 feet North along the section line and 561.50 feet N.89°00'00"E. along the northerly right of way line of Beagley Lane (2590 South) and its extension from the Southwest Corner of said Section 22 (Note: Basis of Bearing is North between the found monument representing the Southwest Corner of Section 22 and the found monument representing the Witness Corner for the West Quarter Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said northerly right of way line S.89°00'00"W. 162.44 feet to the grantors westerly boundary line; thence along said westerly boundary line North 5.00 feet; thence N.89°00'00"E. 162.44 feet to the west line of Lot 1; thence along said west lot line South 5.00 feet to the point of beginning.

PAGE 2

The above described easement contains 812 square feet, or 0.019 acre in area, more or less.

WITNESSED the hands of said GRANTORS this ____ day of _____, 2019.

GRANTORS

Darrell J. Davis

Connie R. Davis

State of _____)
 :ss
County of _____)

On this ____ day of _____, 2019, personally appeared before me **Darrell J. Davis and Connie R. Davis**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 South Constitution Blvd.
West Valley City, UT 84119

Easement

Salt Lake County

Affecting Tax ID No. 14-22-351-004

Darrell J. Davis and Connie R. Davis, husband and wife as joint tenants, Grantor, of West Valley City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to WEST VALLEY CITY, at 3600 South Constitution Boulevard, West Valley City, Utah 84119, Grantee, 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 temporary easement, upon part of an entire tract of property, in the Southwest Quarter of Section 22, T.1S., R.2W., S.L.B.&M., in Salt Lake County, Utah. This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for one year, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the northerly right of way line of Beagley Lane (2590 South), said point is also the southwest corner of Lot 1 of Beagley Estates Subdivision recorded as Entry No. 9828171 in Book 2006P at Page 246 in the Office of the Salt Lake County Recorder, said point is 1017.21 feet North along the section line and 561.50 feet N.89°00'00"E. along the northerly right of way line of Beagley Lane (2590 South) and its extension from the Southwest Corner of said Section 22 (Note: Basis of Bearing is North between the found monument representing the Southwest Corner of Section 22 and the found monument representing the Witness Corner for the West Quarter Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said northerly right of way line S.89°00'00"W. 162.44 feet to the grantors westerly boundary line; thence along said westerly boundary line North 5.00 feet; thence N.89°00'00"E. 162.44 feet to the west line of Lot 1; thence along said west lot line South 5.00 feet to the point of beginning.

The above described easement contains 812 square feet, or 0.019 acre in area, more or less.

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WITNESSED the hands of said GRANTORS this 11TH day of MARCH, 2019.

GRANTORS


Darrell J. Davis

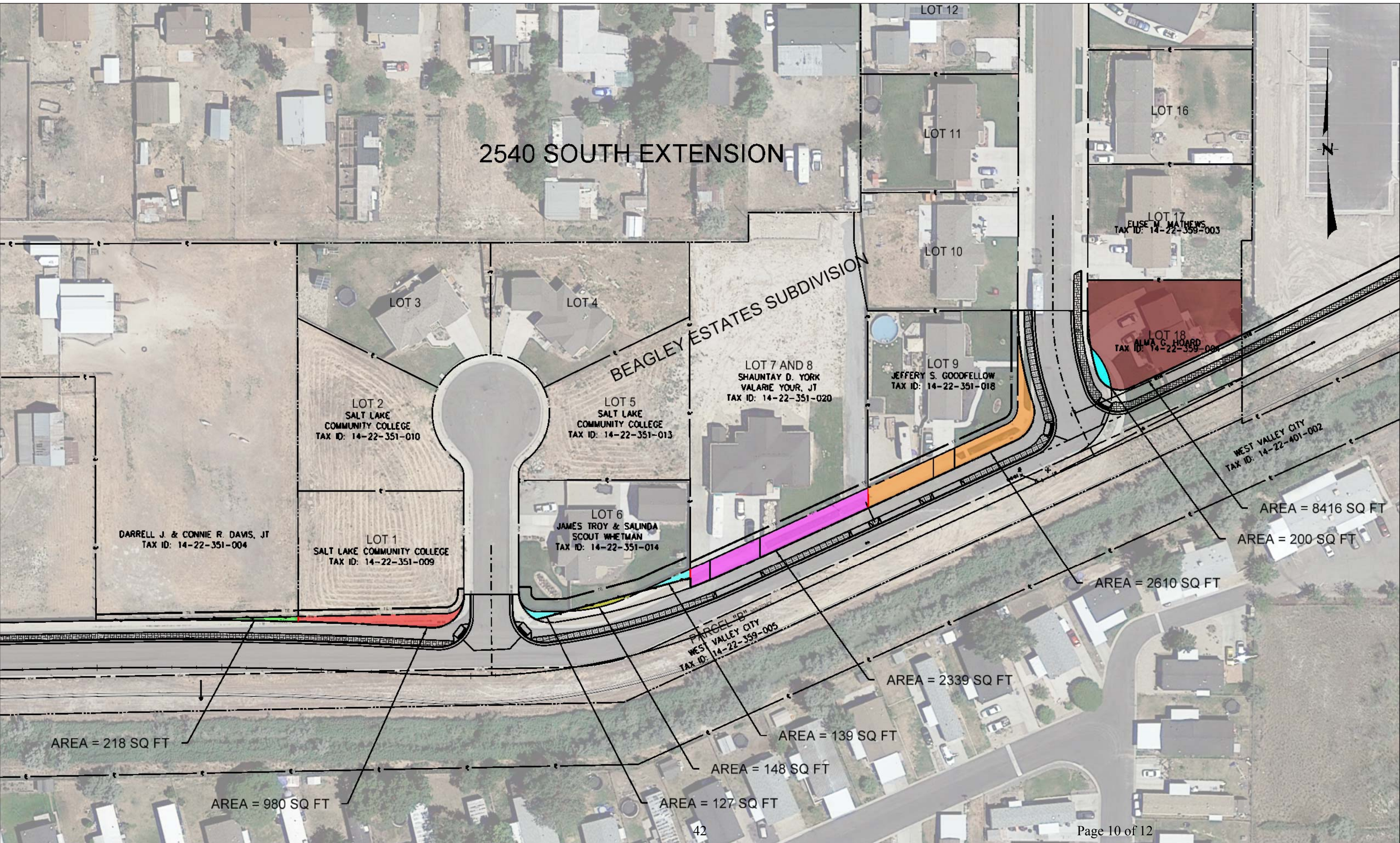

Connie R. Davis

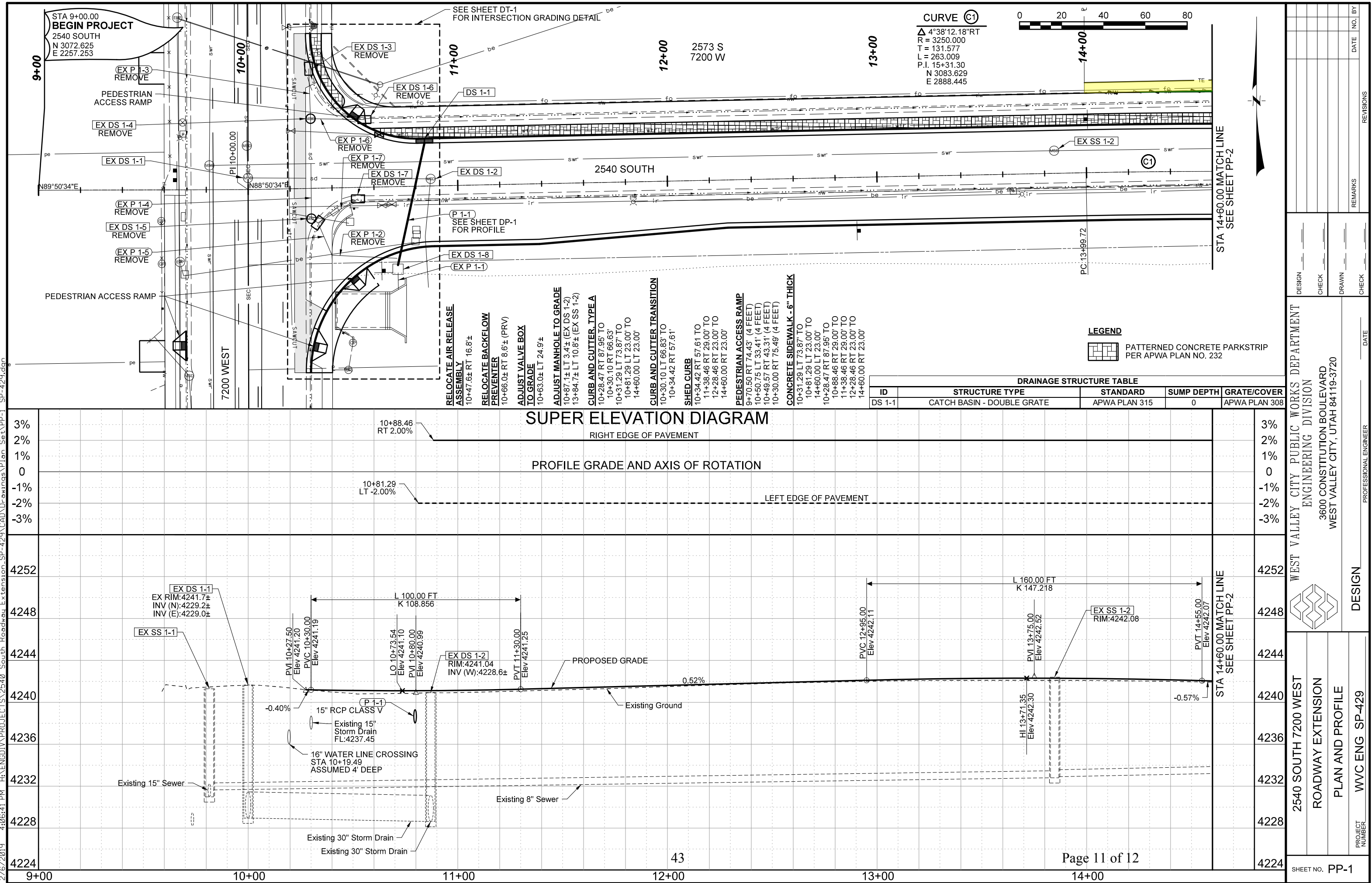
State of UTAH)
County of SALT LAKE) :SS

On this 11TH day of MARCH, 2019, personally appeared before me **Darrell J. Davis and Connie R. Davis**, whose identities are personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

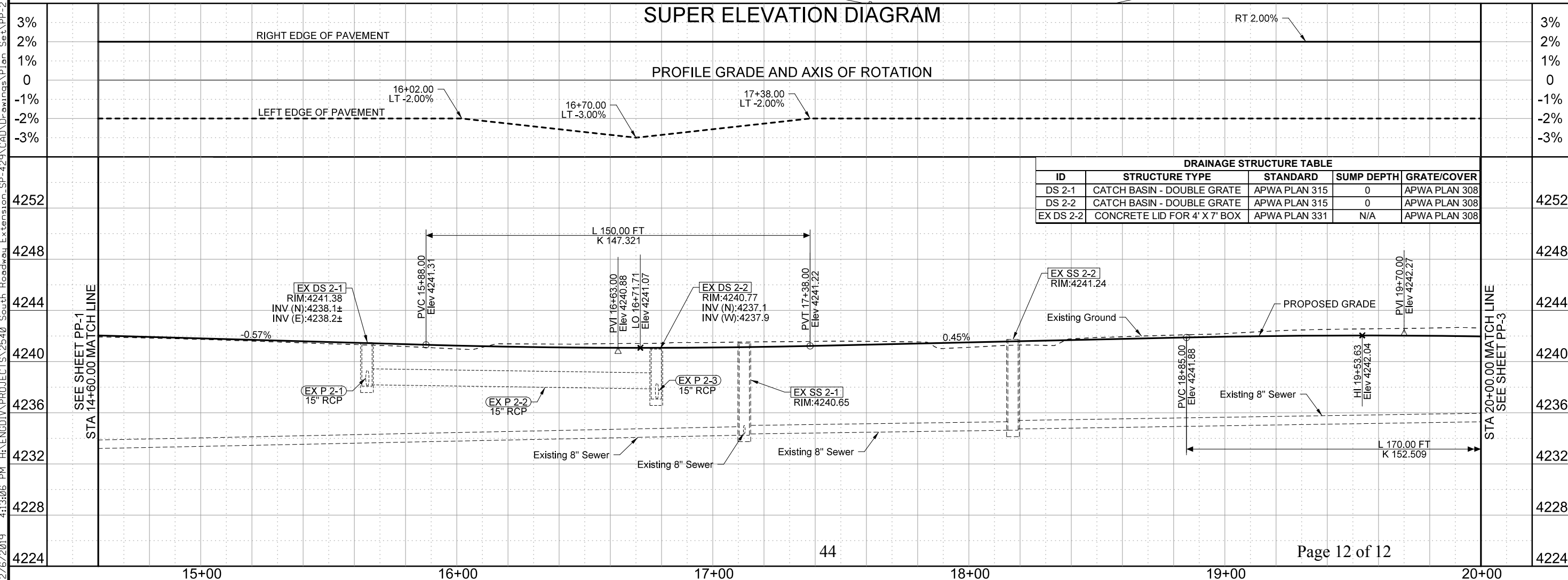
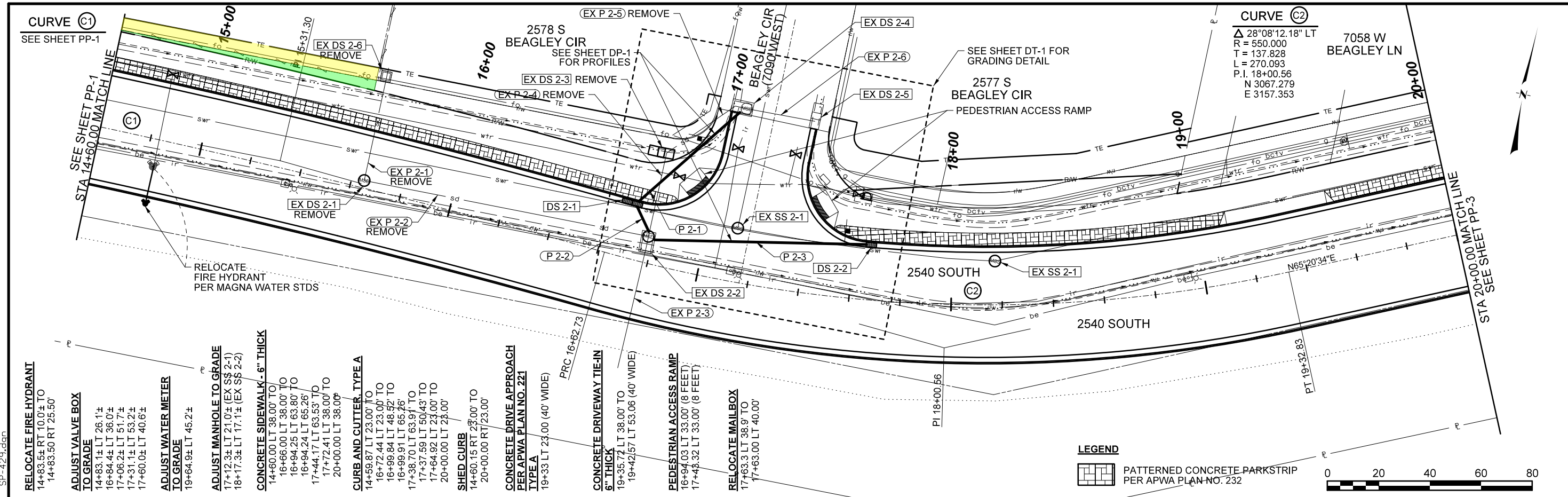



Notary Public





2/6/2019 4:13:06 PM H:\ENGIN\PROJECTS\2540 South Roadway Extension.SP-429\CAD\Drawings\Plan Set\PP-2 SP-429.dgn



DESIGN		CHECK		DRAWN		CHECK	
WEST VALLEY CITY PUBLIC WORKS DEPARTMENT		ENGINEERING DIVISION		3600 CONSTITUTION BOULEVARD		WEST VALLEY CITY, UTAH 84119-3720	
2540 SOUTH 7200 WEST		ROADWAY EXTENSION		PLAN AND PROFILE		PROJECT NUMBER	
WVC ENG		SP-429		DESIGN		PROFESSIONAL ENGINEER	
SHEET NO.		PP-2		DATE		NO. BY	