EMIGRATION CANYON
METRO TOWNSHIP

Emigration Canyon Metro Township Council
Staff/Public Meeting Agenda

September 24, 2020
7:00 PM

Virtual Meeting Via Zoom

https://us02web.zoom.us/j/84915795787

The Public May Attend Meetings
The Meeting May Be Closed for Reasons Allowed by Statute

Pursuant to Utah Code 52-4-202 the undersigned, as Chair of the Emigration Canyon Metro Township Council, hereby declares that providing an anchor location for the electronic meetings of the Council will present a substantial risk to the health and safety of those who may be present at the anchor location for the following reasons:

The Township is located in Salt Lake County and is still under an "Yellow" alert stage for the COVID-19 pandemic; and

The regular meeting place for the Council (the Fire Station in the Canyon) does not have sufficient space in the meeting room to provide for the recommended physical distancing to keep people safe from infection.

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Upon request with three working days' notice, the Greater Salt Lake Municipal Services District will provide free auxiliary aids and services to qualified individuals (including sign language interpreters, alternative formats, etc.). For assistance, please call 385-468-7130 – TTY 711.

The Public is Invited and Welcome to Attend the Staff Meeting

STAFF MEETING

7:00 1. Agenda Items (Discussion)

7:05 2. Emigration Canyon Metro Township General Plan Update (Discussion) – Kate Davies, Planner, Greater Salt Lake Municipal Services District

7:15 3. Salt Lake Valley Law Enforcement Service Area (SLVLESA) Proposed Legislation to Modify Property Tax Rates (Informational/Discussion)

7:35 4. CARES Act Funding (Discussion)

7:40 5. COVID-19 Update (Discussion)

7:45 6. Hiring of New Legal Counsel (Discussion)

7:50 7. Road Paving Update (Discussion)

PUBLIC MEETING

1. Welcome and Determine Quorum:

Joe Smolka, Mayor
Jennifer Hawkes, Deputy Mayor
David Brems, Council Member
Gary Bowen, Council Member
Catherine Harris, Council Member

2. Pledge of Allegiance

3. Recognize Visiting Officials

4. Public Hearing: None

7:55 **5. Community Input:**

5.1 Citizen Comment:

(Individuals wishing to comment must access the meeting using the Zoom.com link above by the beginning of the "Citizen Comment" period. If an individual is unable to attend the meeting, they may email their comments to nwatt@slco.org to have them read into the record.)

8:15 5.2 Emigration Canyon Community Council – Bill Toby, Chair

8:20 5.3 Unified Police Department – Office Jake Elsasser

8:25 5.4 Unified Fire Authority – Captain Michael Conn

6. Council Business:

8:30 6.1 Ordinance No. 20-09-01: Emigration Canyon Metro Township Flood Damage Prevention Ordinance (Motion/Discussion)

8:40 6.2 Ordinance No. 20-09-01: CenturyLink Communications, LLC Franchise Agreement (Motion/Discussion)

8:50 6.3 Resolution No. 20-09-01: ***Ratification*** to Approve an Interlocal Agreement as an Urban County in the Community Development Block Grant, Emergency Solutions Grant, and the Home Investment Partnership (Motion/Discussion) – Mayor Smolka

9:00 6.4 Resolution No. 20-09-02: Emigration Canyon Metro Township Emergency Operation Plan (Motion/Discussion)

9:10 6.5 CARES Act Funding (Motion/Discussion) – Mayor Smolka

9:20 6.4 Legal Issues (Motion/Discussion) – David Church

9:25 6.5 Budget Items:

(a) Approval of Expenditures (Motion/Discussion)
(b) Other Budget Items (Motion/Discussion)

9:35 6.6 Approval of Minutes:

(a) August 27, 2020

7. Council Member Reports:

9:40 7.1 Council Member Brems

(a) Unified Police Department & Salt Lake Valley Law Enforcement Service Area
(b) Emigration Canyon Metro Township Planning Commission

9:45 7.2 Council Member Bowen

(a) Unified Fire Authority & Unified Fire Service Area
(b) Salt Lake County Animal Services Advisory Board

9:50 7.3 Council Member Harris

(a) Wasatch Front Waste and Recycling District
(b) Watershed Plan

9:55 7.4 Deputy Mayor Hawkes

(a) Website
(b) CodeRED

10:00 7.5 Mayor Smolka

(a) Greater Salt Lake Municipal Services District

8. Other Announcements:

9. Closed Session per Utah Code §52-4-205

10. Future Metro Township Council Agenda Items:

10.1 Noise Ordinance

10.2 Night Sky Ordinance

11. Motion to Adjourn Meeting

Topic: Emigration Canyon Metro Township Council Meeting
Time: Sep 24, 2020 07:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/84915795787

Meeting ID: 849 1579 5787
One tap mobile
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- +1 669 900 9128 US (San Jose)
- +1 253 215 8782 US (Tacoma)
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SALT LAKE VALLEY LAW ENFORCEMENT SERVICE AREA

★ 3365 SOUTH 900 WEST, SALT LAKE, UT 84119 ★ (385) 468-9671 ★

PROPOSED MODIFICATION TO SECTION 17B-1-1002 (1) of the UTAH CODE

Section 17B-1-1002 (1) of the Utah Code states that:

. . . The rate at which a local district levies a property tax for district operation and maintenance expenses on the taxable value of property within the district may not exceed . . . .0023, for a service area that . . . is located in a county of the first or second class; and provides fire protection, paramedic, and emergency services; or . . . provides law enforcement services . . . .

The certified tax rate for SLVLESA is presently at .002254. Because of the statutory tax rate cap of .0023, SLVLESA will never be able to increase its budgeted revenues above 2% in the future even if its members determine that such increase is needed for its communities. (Given the impact of changes in centrally assessed valuation, SLVLESA probably will never be able to increase budgeted revenue in the future by any percentage). Changing the statutory tax rate cap is not enacting a property tax increase. Rather, changing the statutory tax rate maximum recognizes that SLVLESA member governing bodies know what is best for their communities. They should be entrusted with the responsibility to determine the law enforcement needs of their communities even if it means, at times, deciding that budgeted revenues must be increased. Further, the certified tax rate can increase by decisions of the Utah Tax Commission to reduce centrally assessed valuation, without SLVLESA's knowledge or input, as happened early this year when it reduced the valuation for Kennecott by $650 million. A reduction in centrally assessed valuation is beyond the control of SLVLESA and its members.

The statutory tax rate maximum for districts providing law enforcement services to its members has not been addressed since 2006. If the statutory tax rate cap is not changed, SLVLESA members, particularly its Township members, will need to diminish the level of law enforcement services to its communities since property tax through SLVLESA is their only source of revenue. They are, however, entitled to the same level of law enforcement services as their neighboring communities. Further, if the statutory tax rate cap is not changed, SLVLESA will not be able to sustain itself.

History of the Statutory Tax Rate Cap.

In 2006, the newly formed Unified Fire Services Area (UFSA), a local district that funds fire services for its members, worked with the Utah Legislature to establish a statutory tax rate maximum specifically for fire service districts. In setting the maximum tax rate, the Legislature considered the existing revenue needs of the UFSA, the UFSA projected revenue needs, the capital needs of the UFSA and the frequent fluctuations of centrally assessed valuation. Since the Unified Fire Authority (UFA), which provides the fire services to UFSA members, has a 12-step wage scale for its merit employees, the maximum rate was based on a 12-year projection. The UFSA originally proposed to the Legislature a maximum tax rate of .0030. Ultimately, the Legislature passed a .0023 maximum tax rate for fire service districts.

SLVLESA was formed in 2009. Initially, SLVLESA implemented a fee-for-services to generate revenue to fund law enforcement services for its members. The Legislature subsequently prohibited the fee-based funding and limited SLVLESA's source of revenue to property taxes. The Legislature included law enforcement services under the same provision as fire services subject to the same maximum tax rate. The maximum tax rate remained unchanged. In 2012, SLVLESA approved its first tax levy at .001999.

Modifying the Statutory Cap is not increasing property taxes.

Based on existing statutory tax rate cap, SLVLESA is not able to increase budgeted revenues in the future even if its members determine that there is a need to do so. SLVLESA understands that the State wants to set parameters for increases in tax rates. Changing the parameters does not mean that the local governing bodies will recklessly increase property taxes. Rather, before a property tax is implemented, Utah law provides a strict truth-in taxation process that must be followed which includes enhanced public notice and opportunity for public input. Further, a property tax increase cannot be implemented unless either all the SLVLESA member Councils approve or the increase is approved by majority of the member Councils and the Salt Lake County Council, by two-thirds vote. (See sections 17B-2a-903, 17B-1-1003, 59-2-919 of the Utah Code).

The local governing bodies should be entrusted to make decisions for their communities regarding their law enforcement needs within reasonable parameters set by the State.

Each SLVLESA member is governed by a duly elected mayor and council. They are the government closest to the people of their community. They understand, better than any other governmental entity, the law enforcement needs of their community. They are best to decide the quality and manner of law enforcement their community should have. They should be able to decide whether they are prepared to pay more for compensation of the police officers assigned to their community even if it means approving, through the truth-in-taxation process, an increase in property taxes. They should be able to decide if they want more assigned police officers in their community for their growing population even if it means approving, through the truth-in-taxation process, a property tax increase.

Further Township members do not have the authority under the law to levy property taxes. They

have no other source of revenue to fund law enforcement except through SLVLESA. If the statutory cap is not changed, the Townships have no ability to obtain future additional revenue to fund law enforcement services in their communities. This means in the future, if the statutory tax rate cap is not changed, they may have no choice but to reduce police services to its community. This should not be the case. Townships should have the same quality of law enforcement services provided to other communities. Further, it is questionable whether SLVLESA would survive leaving the Townships vulnerable.

SLVLESA has no option but to pursue an increase in the statutory cap.

As stated, property tax revenue is the only way SLVLESA funds the law enforcement needs of its member communities. Property tax revenue levied by SLVLESA is the only source of revenue to fund law enforcement services for Townships. Given the existing market, it may be necessary to increase police officer compensation in order to retain and recruit police officers. Since approximately 85% of the costs of law enforcement is personnel, increases in police officer compensation will increase law enforcement costs in the future to SLVLESA and its members. At minimum, the 2.75% annual merit increases under the 12-step wage scale would be paid. Further, the wide range of changes in centrally assessed valuations could increase the certified tax rate beyond the control of SLVLESA and its members.

The proposed modification is being analyzed by an independent consultant.

SLVLESA has retained Econowest, an independent consultant, to analyze the historical data and other factors to determine what should be proposed as a modification to the existing statutory tax rate maximum. The consultant will use the same assumptions relied on in 2006 such as existing revenue, future projected revenue needs and anticipated fluctuations in centrally assessed valuations. He will do a 12-year projection since the UPD merit employees are subject to a 12-step wage scale with annual increases which is the same assumption relied on by the Legislature in 2006 when it set the maximum tax rate at .0023. He will use other factors as he deems pertinent. This analysis will be provided by separate communication.

Conclusion.

The statutory tax rate cap on districts that provide law enforcement services was established 14 years ago. The statutory cap needs to be revisited. SLVLESA is presently within 2% of the statutory cap. If it does not have the opportunity to increase its budgeted revenues in the future, law enforcement services to the SLVLESA members, particularly the Townships, may be significantly reduced making public safety in those communities vulnerable. They are, however, entitled to the same level of law enforcement services as provided to all other communities. The local mayors and councils should have the ability to make the decisions of what is best for their communities and, if they deem necessary, to approve increases in property taxes through the truth-in-taxation process.

Emigration Canyon Monthly Report for August 2020

Calls for Service: 59 Initial Reports: 22

Citations: 62 Issued: 7 (keepers)

08-01-20 2020-89305 Conservation-Free Text 1156 N Killyons CYN

Abandoned couch, chairs & folding table was found near the trail in between Pinecrest and Killyons Canyon. It was cleaned up by residents before the forest service was able to clean it up.

08-02-20 2020-89958 Traffic Accident/No Reportable 171 N Gravelly LN

Three car non reportable accident, minor damage.

08-03-20 2020-90644 Suspicious Activity 370 S Got Teeth LN

The complainant observed an occupied black sedan on the private road, he asked to leave and followed them to the main road. The area was checked, and the vehicle was gone.

08-05-20 2020-91328 Fraud 907 N Pinecrest CYN RD

The complainant had several items listed on KSL Classifieds for sale, the suspect agreed to buy them and sent two checks well over the amount requested. The complainant believed it to be fraudulent and contact the police. This case is still being actively investigated.

08-05-20 2020-91555 911 Hang Up 467 N Emigration CYN RD

911 Hang up, area was checked by officer, nothing was found.

08-09-20 2020-93286 Burg Alarm / False 4180 E Emigration CYN RD

False burglar alarm, door & window contact issues.

08-11-20 2020-94351 Traffic Accident 5337 E Emigration CYN RD

Single car accident, vehicle struck the guardrail, no injuries.

08-12-20 2020-95169 Criminal Trespass 3707 E Emigration CYN RD

This call came in as a burglary in progress. The complainant advised her husband was chasing someone that was trying to break into their home. Upon arrival officers found a 49-year-old male sitting on the side of the road with the complainant's husband. The male party was taken into custody by the officer, mirandized & agreed to talk. He apparently injured himself while climbing over a fenced near Hogle Zoo. When he got to the house listed above, he took a drink from the hose because he was thirsty. The suspect ended up getting released & transported to the hospital by Unified Fire Authority. The complainant and her husband didn't want to pursue charges.

08-14-20 2020-96197 Watershed / Camping 6850 E Emigration CYN RD

The involved male party was found sleeping in his vehicle in the restricted watershed area by Little Mountain. He had negative wants and was warned.

08-17-20 2020-97434 Burg Alarm / False 5820 E Emigration CYN RD

Interior motion burglar alarm, residence was secure and there were no signs of forced entry.

08-17-20 2020-97639 Found Property 1001 N Pinecrest CYN RD

The complainant found a driver's license and credit card on the Killyons Trail, I was able to track down the owner and get it back to her.

08-19-20 2020-98277 Suspicious Activity 1232 N Pinecrest CYN RD

The complainant reported a suspicious vehicle parked on the roadway near the address listed. It was found to be the neighbor's vehicle & he was just parking it there while his septic was getting pumped.

08-20-20 2020-98955 COP Citizen Contact 6320 E Emigration CYN RD

I deployed the VMS trailer at this location.

08-23-20 2020-100237 Watershed / Camping 6500 E Emigration CYN RD

The involved party parked his truck and trailer in the restricted watershed area and was planning on camping there overnight. He was unaware that this area is restricted, he was warned and released.

08-23-20 2020-100490 Traffic Accident 4378 E Emigration CYN RD

Two car traffic accident, no injuries reported.

08-24-20 2020-100913 Vehicle Burglary 4132 E Emigration CYN RD

The victim's vehicle was left unlocked and items were taken from inside the vehicle, no suspect information.

08-24-20 2020-100966 Transient Problem 4160 E Emigration CYN RD

I noticed a homeless male hanging around Ruth's Diner, he didn't know where he was at and had been dropped of there by a friend. He was transported to the mouth of the canyon and trespassed from Ruth's Diner.

08-27-20 2020-102264 COP Citizen Contact 5080 E Emigration CYN RD

I deployed the VMS trailer at this location.

08-28-20 2020-103035 Traffic / Free Text 5025 E Emigration CYN RD

The complainant advised of cyclist in the canyon, the officer checked the canyon and turned around six bicyclists. One was a resident.

08-29-20 2020-103315 Citizen Assist 5446 E Emigration CYN RD

The same complainant as above advised of cyclist in the canyon, the officer checked the canyon and turned around three bicyclists.

EMIGRATION CANYON METRO TOWNSHIP, UTAH

ORDINANCE NO. 20-09-01, September 24, 2020

A ORDINANCE ADOPTING THE NATIONAL FLOOD INSURANCE PROGRAM REGULATIONS, FLOOD PLAIN MAP AND PERMIT PROGRAM FOR PURPOSES OF ENABLING RESIDENTS OF THE TOWNSHIP TO PARTICIPATE IN CERTAIN NATIONAL FLOOD INSURANCE OPPROTUNITIES

ORDINANCE

NOW, THEREFORE, IT IS HEREBY ORDAINED, by the Council of the Emigration Canyon Metro Township:

I. THE FOLLOWING IS HEREBY ADOPTED AS THE EMGRATION CANYON METRO TOWNSHIP FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Utah has in Utah Code 10-3-701, 10-8-84 and 10-9a-102 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Emigration Canyon Metro Township Council of Emigration Canyon Metro Township, Utah, does ordain as follows:

Emigration Canyon Metro Township elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended). The National Flood Insurance Program (NFIP) is a voluntary program administered by the Federal Emergency Management Agency (FEMA), a component of the U.S. Department of Homeland Security, and Emigration Canyon Metro Township's community officials have elected to join the program, participate, and enforce this Flood Damage Prevention Ordinance and the requirements and regulations of the NFIP. The NFIP, established in the aforesaid act, provides that areas of Emigration Canyon Metro Township having a special flood hazard be identified by FEMA, and that floodplain management measures be applied in such flood hazard areas. Furthermore, Emigration Canyon Metro Township may elect to administer the Flood Damage Prevention Ordinance to areas not identified as Special Flood Hazard Areas (SFHAs) by FEMA on the community's effective Flood Insurance Rate Map (FIRM), if the community has documentation to support that there is an inherent risk of flooding in such areas.

SECTION B. FINDINGS OF FACT

(1) The flood hazard areas of Emigration Canyon Metro Township are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of

commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
(2) These flood loses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

SECTION C. STATEMENT OF PURPOSE
It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:
1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
6. Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize future flood blight areas; and
7. Insure that potential buyers are notified that property is in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES
In order to accomplish its purposes, this ordinance uses the following methods:
1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase flood damage;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

ARTICLE 2

DEFINITIONS
Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its' most reasonable application.

Area of future-conditions flood hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood based on future-conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood-related erosion hazard is the land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area; in preparation for publication of the FIRM, Zone E may be further refined.

Area of special flood hazard is the land in the flood plain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the flood insurance rate map, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1-30, VE, or V. For purposes of these regulations, the term “special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard”.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) – Is the water surface elevation of the one (1) percent annual chance flood. The height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Building--see structure.

Conditional Letter of Map Revision means FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations, or the Special Flood Hazard Area. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recognized by FEMA.

Development means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Erosion means the process of the gradual wearing away of land masses. This peril is not per se covered under the Program.

Existing construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Existing structures--see existing construction.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or Flooding means:
(a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
(1) The overflow of inland or tidal waters.
(2) The unusual and rapid accumulation or runoff of surface waters from any source.
(3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
(b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood elevation determination means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study or Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood plain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of "flooding").

Flood proofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway--see regulatory floodway.

Floodway encroachment lines mean the lines marking the limits of floodways on Federal, State and local flood plain maps.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Structure means any structure that is:
(a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
(b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
(c) Individually listed on a state inventory of historic places in states with historic reservation programs which have been approved by the Secretary of the Interior; or
(d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
(1) By an approved state program as determined by the Secretary of the Interior or
(2) Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Amendment means an official amendment, by letter, to an effective map. A LOMA establishes a property's location in relation to the Special Flood Hazard Area and are usually issued because a property has been inadvertently mapped as being in the floodplain, but is actually on natural high ground above the base flood elevation.

Letter of Map Revision means FEMA's modification to an effective Flood Insurance Rate Map, or Flood Boundary and Floodway Map, or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations, or the Special Flood Hazard Area.

Letter of Map Revision Based on Fill means FEMA's modification of the Special Flood Hazard Area shown on the Flood Insurance Rate Map based on the placement of fill outside the existing regulatory floodway.

Conditional Letter of Map Revision means FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations, or the Special Flood Hazard Area. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recognized by FEMA.

Levee means a man-made structure usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; Provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map means the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by the Agency.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

New construction means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle means a vehicle which is:
(a) Built on a single chassis;
(b) 400 square feet or less when measured at the largest horizontal projection;
(c) Designed to be self-propelled or permanently towable by a light duty truck; and
(d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Special flood hazard area*:* see "area of special flood hazard".

Special hazard area means an area having special flood, mudslide (i.e., mudflow), or flood-related erosion hazards, and shown on an FHBM or FIRM as Zone A, AO, A1-30, AE, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, A99, AH, VO, V1-30, VE, V, M, or E.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the

erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. *Structure*, for insurance purposes, means:
(1) A building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site;
(2) A manufactured home ("a manufactured home," also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or
(3) A travel trailer without wheels built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. For the latter purpose, "structure" does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:
(1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or
(2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a flood plain management regulation.

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

ARTICLE III

GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard identified by FEMA within the jurisdiction of Emigration Canyon Metro Township.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Emigration Canyon Metro Township," dated _____, with
(date maps will become effective)

accompanying FIRMs, and any revisions thereto are hereby automatically adopted by reference and declared to be a part of this ordinance.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:
1. considered as minimum requirements;
2. liberally construed in favor of the governing body; and
3. deemed neither to limit nor repeal any other powers granted under State statutes.

SECTION G. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes.

This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. SEVERABILITY
If any section, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.

ARTICLE IV
ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR
The Engineer assigned to do the Township work by the Greater Salt Lake County Municipal Services District is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

SECTION B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR
Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:
1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
2. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
3. Review, approve or deny all applications for development permits required by adoption of this ordinance.
4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
8. When base flood elevation data has not been provided in accordance, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of this ordinance.
9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill)

shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community **first** applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

SECTION C. PERMIT PROCEDURES
Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard.

Additionally, the following information is required:
1. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
2. Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
3. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the flood proofing criteria of Article V, Section B;
4. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
5. Maintain a record of all such information.

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage;
2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The compatibility of the proposed use with existing and anticipated development;
5. The safety of access to the property in times of flood for ordinary and emergency vehicles;
6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
8. The necessity to the facility of a waterfront location, where applicable;
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
10. The relationship of the proposed use to the comprehensive plan for that area.

SECTION D. VARIANCE PROCEDURES

The appeal Board as established by the community shall hear and render judgment on requests for variances from the requirements of this ordinance.

1. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
2. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency and the State Office of Emergency Management upon issuing a variance.
3. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in Section C of this Article have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
4. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance.
5. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
6. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
7. Prerequisites for granting variances:
   a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
   b) Variances shall only be issued upon:
      1) showing a good and sufficient cause;
      2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and
      3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

   c) Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
8. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
   a) the criteria outlined in Article 4, Section D(1)-(9) are met, and
   b) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE V

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided the following provisions are required:

1. **Residential Construction -** new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to one foot above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standards of this ordinance are satisfied.

2. **Nonresidential Construction -** new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to one foot above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.

3. **Enclosures -** new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.

b) The bottom of all openings shall be no higher than one foot above grade.

c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. **Manufactured Homes** -

a) Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

b) Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

c) In A-1-30, AH, and AE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that the lowest floor is at or above the Base Flood Elevation; OR the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored.

5. **Recreational Vehicles -** Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

a) be on the site for fewer than 180 consecutive days,

b) be fully licensed and ready for highway use, or

c) meet the permit requirements of Article IV, Section C, and the elevation and anchoring requirements for "manufactured homes" of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with the provisions of this ordinance.

2. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of this ordinance.
3. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or 5 acres, whichever is lesser.
4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION E. FLOODWAYS
Floodways located within areas of special flood hazard established in Article III, are extremely hazardous areas due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Designate a regulatory floodway which will not increase the Base Flood level more than 1 foot.
2. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
3. All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V in this ordinance.
4. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community **first** applies for a conditional FIRM and floodway revision through FEMA.

SECTION F. PENALTIES FOR NONCOMPLIANCE
No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a class C misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than $750 or imprisoned for not more than 90 days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the Emigration Canyon Metro Township from taking such other lawful action as is necessary to prevent or remedy any violation.

CERTIFICATION
It is hereby found and declared by Emigration Canyon Metro Township that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program; and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately.

Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

II. This ordinance shall take effect upon publication and posting as required in Utah Code 10-3-711.

III. The recorder shall give this ordinance a number, if the Township Council has not already so done and place these ordinance provisions in the appropriate section of the published Township Code with conforming chapter, part, and section numbers as appropriate..

IV. Immediately following this ordinance, the recorder shall make or cause to be made a certificate stating the date of passage and of the date of publication or posting, as required.

APPROVED AND ADOPTED in Emigration Canyon Metro Township, Salt Lake County, Utah, this 24th day of September, 2020.

MAYOR

_____
Joe Smolka

ATTEST:

_____Clerk

Voting:
Council Member Harris ____
Council Member Smolka ____
Council Member Hawkes ____
Council Member Brems ____
Council Member Bowen ____

ORDINANCE NO. 20-09-02 DATE: September 24, 2020

AN ORDINANCE GRANTING TO CENTURYLINK COMMUNICATIONS, LLC A FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A TELECOMMUNICATIONS SYSTEM IN EMIGRATON CANYON METRO TOWNSHIP, SALT LAKE COUNTY, STATE OF UTAH.

CenturyLink Communications, LLC (the "Company") desires to construct, maintain, and operate a telecommunications system within the Emigration Canyon Metro Township (Township); and

The Township Council has determined that it is in the best interest of the citizens of the Township to grant a franchise to the Company to use the roads and streets within the Township for such purpose;

NOW, THEREFORE, the Township Council ordains as follows:

I. Grant of Franchise. The Township grants to the Company a nonexclusive franchise to construct, maintain, and operate in the present and future roads, streets, alleys, highways, and other public rights-of-way within Township limits, including any property annexed or otherwise acquired by the Township after the effective date of this Franchise, a system for furnishing telecommunications services to the Township and its inhabitants on the terms and conditions contained in the attached Agreement found as Exhibit A hereto, on condition of the acceptance of the Agreement by the Company of the Agreement on the terms and conditions substantially contained in Exhibit A hereto.

II. This ordinance shall take effect upon publication and posting as required in Utah Code 10-3-711.

III. The recorder shall give this ordinance a number, if the Township Council has not already so done and place these ordinance provisions in the appropriate section of the published Township

Code with conforming chapter, part, and section numbers as appropriate..

IV. Immediately following this ordinance, the recorder shall make or cause to be made a certificate stating the date of passage and of the date of publication or posting, as required.

APPROVED AND ADOPTED in Emigration Canyon Metro Township, Salt Lake County, Utah, this 24th day of September, 2020.

MAYOR

_____
Joe Smolka

ATTEST:

_____Clerk

Voting:
Council Member Harris ____
Council Member Smolka ____
Council Member Hawkes ____
Council Member Brems ____
Council Member Bowen ____

EXHIBIT A

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement"), dated as of the Effective Date (defined below), by and between EMIGRATION CANYON METRO TOWNSHIP, a Utah municipal corporation (the "Township"), and CenturyLink Communications, LLC (the "Company").

RECITALS

A. The Company desires a non-exclusive franchise to provide telecommunications, Internet and other related services to residents, businesses, and other customers within the boundaries of Emigration Canyon Metro Township, Utah, and to utilize public rights-of-way controlled by the Township for such purpose.

B. The Township considers it to be in the best interests of the Township, and in furtherance of the health, safety, and welfare of the public, to grant such franchise to the Company, and in connection therewith desires to authorize the use of public rights-of-way controlled by the Township in accordance with the provisions of this Agreement, and all applicable Township ordinances and state and federal law, including, without limitation, the Federal Telecommunications Act of 1996 (the "Telecommunications Act").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and, further, in contemplation of subsequent approval by legislative action of the Township Council as hereinafter provided, the parties mutually agree as follows.

ARTICLE I
FRANCHISE ORDINANCE

1.1 Ordinance. The Township Council has adopted a franchise ordinance entitled CenturyLink Communications, LLC Telecommunications Franchise Ordinance (the "Ordinance"), approving the execution of this Agreement. Execution of this Agreement constitutes the unqualified acceptance of the Ordinance by the Company. Such Ordinance is incorporated herein by reference, and made an integral part of this Agreement.

1.2 Franchise Description. The Ordinance confers upon the Company, and its successors and assigns, the right, privilege, and franchise (the "Franchise"), to construct, maintain and operate in, under, along, over, across, and through portions of the Right-of-Way (as defined in Section 3.1 hereof), facilities consisting of telecommunication lines and cables (including, without limitation, fiber-optic and copper lines and cables), together with all necessary and desirable appurtenances (including without limitation underground and above ground conduits and structures, poles, towers, wire and cable) (collectively the "Company Facilities"). Upon the annexation of any territory to the Township, all rights hereby granted, and the Franchise, shall automatically extend to the territory so annexed, to the extent the Township has authority to so extend the Franchise. All facilities owned,

maintained, or operated by the Company located within, under, or over public rights-of-way of the territory so annexed shall thereafter be subject to all terms hereof. The Company Facilities may be used by the Company (and others, as provided herein), for the purpose of providing any of the services contemplated to be provided by telecommunications providers under the Telecommunications Act, and involving any switched or other one-way or two-way transmission of voice or data, including but not necessarily limited to (i) services interconnecting interexchange carriers for the purpose of any transmission of voice or data; (ii) services connecting interexchange carriers or competitive access carriers to local exchange providers for the purpose of any transmission of voice or data; (iii) services connecting interexchange carriers to any entity, other than another interexchange carrier or the local exchange provider for the purpose of any transmission of voice or data; (iv) services providing private line point-to-point service for end users for the purpose of any transmission of voice or data; (v) video, video conferencing or point-to-point private line service, or (vi) any service regulated by state regulatory agencies or the Federal Communications Commission which the state of Utah or Federal Communications Commission has authorized the Company to provide.

Anything in this Agreement to the contrary notwithstanding, the Company may not use the Company Facilities to provide, to any customer within the Township, cable television services as defined in the federal Cable Communication Policy Act of 1984, as amended, without a separate franchise therefore.

1.3 Term. The term of the Franchise is ten (10) years commencing on the date both parties have signed this Agreement (with the Township's signature evidenced by recordation with the Emigration Canyon Metro Township) (the "Effective Date"), and then from year-to-year until a party gives the other party at least ninety (90) days' notice in writing and in advance of expiration of the initial term or any subsequent term stating an intent to terminate the Agreement at the end of such existing term.

ARTICLE II
FRANCHISE FEE; ADMINISTRATION FEE

2.1 Franchise Fee. (a) For and in consideration of the Franchise, and as fair and reasonable compensation to the Township for the use by the Company of the Township's Right-of-Way, the Company will pay to the State of Utah for the benefit of the Township an annual franchise fee (the "Franchise Fee"), in an amount equal to, and consisting of, the municipal telecommunications license tax (the "Municipal Telecommunications Tax") authorized pursuant to the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated 1953, as amended (the "Municipal Telecommunications Tax Act"). Such Franchise Fee shall be calculated in the manner provided in the Municipal Telecommunications Tax Act, and shall be paid by the Company to the Utah State Tax Commission, as agent for the Township under an Interlocal Cooperation Agreement by and among the Township, the Utah State Tax Commission, and others, at the times and in the manner prescribed in the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder. Compliance by the Company with the terms and provisions of the Municipal Telecommunications Tax Act, and any rules and regulations promulgated thereunder, shall satisfy all requirements of this Agreement with respect to the

calculation and payment of the Franchise Fee.

(b) Notwithstanding the provisions of Section 2.1(a) above, the Franchise Fee shall be calculated and payable as described therein only so long as the Company and the services provided within the Township by the Company by means of the Company Facilities are subject to the Municipal Telecommunications Tax or the Township is legally able to charge and collect the Tax. This franchise does not contemplate or permit Company to provide cable television service and to the extent all or any portion of the Company Facilities is used to provide cable television service, Company shall acquire a separate franchise for same. In the event all or any portion of the Company Facilities ceases to be used by the Company to provide services subject to the Municipal Telecommunications Tax or the Township is not legally able to impose the tax, the Company shall pay, in lieu of the Tax, a Franchise Fee with respect to such portion of the Company Facilities, which shall be calculated as 3.5% of "gross revenue" (as defined in Utah Code Section 10-1-402). Such fee shall be paid annually, payable from and after (i) the date Company ceases to provide such services, or (ii) the date the Municipal Telecommunications Tax ceases to apply to the services provided by the Company. If at any time the Municipal Telecommunications Act is changed in such a way as to affect this Franchise in any way, the Township and the Company agree to negotiate in good faith within sixty (60) days any amendments to this Agreement as shall be necessary to accommodate such changes, including payment provisions; provided such new or changed provisions shall conform substantially with the provisions contained in any permits held by other similarly situated companies.

2.2 Report of Franchise Fee Payment. Upon the written request of the Township, the Company shall prepare and deliver to the Township, an annual report summarizing Company payments to the Utah State Tax Commission for the requested period. Such report shall include such information related to such payment as the Township shall reasonably request, including by way of example, and not limitation, the gross receipts of the Company from telecommunications service that are attributed to the Township during such period, and the methodology for calculating such gross receipts.

2.3 Record Inspection. The records of the Company pertaining to the annual reports and payment required in this Agreement, including but not limited to any records deemed necessary or useful by the Township to calculate or confirm gross receipts, and all other records of the Company reasonably required by the Township to assure compliance by the Company with the terms of this Agreement ("Company Confidential Information"), shall be open to inspection by the Township and its duly authorized representatives upon reasonable notice at all reasonable business hours of the Company. The Company may require such inspection to be performed at any Company Facilities where such Company Confidential Information may be located; provided that in the event such Company Confidential Information is not located at Company Facilities within the Township, such Company Confidential Information shall be delivered by the Company for inspection by the Township at the address of the Township set forth in Section 13.1 hereof. Township will hold in strict confidence and will keep confidential all Company Confidential Information. Township will use reasonable care to avoid publication or dissemination of such Company Confidential Information. Township will not disclose Company Confidential Information to any third person. Notwithstanding the previous sentence, Township may disclose Company Confidential Information

to its employees, officers, directors, consultants, advisors and agents (collectively, "Representatives") to the extent reasonably necessary to carry out the inspection; provided, however, that such Representatives are informed of the confidential nature of the Company Confidential Information, and are bound by confidentiality obligations no less stringent than those set forth herein. Notwithstanding the forgoing, Company acknowledges that Township is subject to the requirements of GRAMA as provided for in Paragraph 15.7 below. Company specifically waives any claims against Township related to disclosure of any materials as required by GRAMA.

2.4 Service of Process. The Company agrees to use its best efforts to provide a local office within the State of Utah for purposes of acceptance of process. Otherwise, the Company agrees to advise Township of a person or office where such process may be served.

2.5 Administrative Fee. In addition to the annual Franchise Fee described above, the Company shall pay to the Township, upon execution and delivery hereof, a one-time administrative fee of $5,000, which shall compensate the Township for (but which does not exceed), the direct costs and expenses incurred by the Township in preparing, considering, approving, executing and implementing the Ordinance and this Agreement.

ARTICLE III
COMPANY USE OF RIGHT-OF-WAY

3.1 Franchise Rights to Use Right-of-Way. (a) The Company shall have the right to excavate in, and use any present and future Township-owned or controlled street, alley, viaduct, bridge, road, lane and public way within the Township, including the surface, subsurface and airspace (collectively the "Right-of-Way"), subject to the terms and conditions of this Agreement and in locations where Company obtains appropriate permits. In addition, the Company shall have the right to utilize any easement across private property granted to the Township for utility purposes, provided (i) the prior written consent of the director of the Township department which controls such easement is obtained in each case, and (ii) the documents granting such easement to the Township authorize such use. In all cases, the precise location of the Company Facilities within, on, over, under, across or through the Right-of-Way shall be subject to Township's reasonable and lawful approval, and the right to use such Rights-of-Way shall be subject to the terms of this Agreement, and all applicable federal, state, and Township laws, ordinances, rules, and regulations now existing or from time to time adopted or promulgated including but limited to the Township's existing regulations limiting the cutting of newly constructed and resurfaced roadways.

(b) The rights granted to the Company herein do not include the right to (i) excavate in, occupy or use any Township trail, recreational areas or other property owned by the Township, or (ii) attach or locate any of the Company Facilities to or on, or otherwise utilize any of, any Township-owned property or facilities or structures, including without limitation light poles, towers, buildings and trees. The use of such Township-owned property or facilities by the Company shall be considered by the Township on a case-by-case basis, and shall be subject to payment of additional compensation to the Township. Similarly, the rights granted herein by the Township to the Company do not include the right to situate any Company Facilities on poles or other property owned by entities other than the Township and situated in the Township's Right-of-Way. It shall be the

responsibility of the Company to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities, and to pay to such owners any required compensation.

3.2 Duty to Relocate. (a) Whenever the Township shall require the relocation or reinstallation of any of the Company Facilities situated within the Right-of-Way, it shall be the obligation of the Company, upon notice of such requirement and written demand made of the Company, and within a reasonable time thereof, but not less than sixty (60) days from the date of notice, to commence to remove and relocate or reinstall such Company Facilities as may be reasonably necessary to meet the requirements of the Township, which relocation shall be completed within a reasonably practicable time thereafter, but in no event longer than one hundred twenty (120) days, unless extended by mutual agreement. In exigent circumstances, Company will work with Township to cause such relocation to be completed as quickly as possible. Such relocation may be required by the Township for any lawful purpose, including, without limitation, the resolution of existing or anticipated conflicts or the accommodation of any conflicting uses or proposed uses of the Right-of-Way, whether such conflicts arise in connection with a Township project or a project undertaken by some other person or entity, public or private. The Township will cooperate with the Company to provide alternate space where available, within the Right-of-Way, at no additional cost to the Company.

(b) Such relocations, as described above in subsection (a), shall be accomplished by the Company at no cost or expense to the Township. In the event the relocation is ordered for other purposes, including but not limited to projects undertaken in whole or in part to accommodate the facilities, development or other project of an entity other than the Township or the Company, the cost and expense of such relocation shall be borne by such other entity. Any money and all rights to reimbursement from the State of Utah or the federal government, to which the Company may be entitled for work done by the Company pursuant to this paragraph, shall be the property of the Company. Township shall assign or otherwise transfer to the Company all rights it may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement.

3.3 Township Duty to Obtain Approval to Move Company Property; Emergency Exception. Except as otherwise provided herein, the Township shall not, without the prior written approval of the Company, intentionally alter, remove, relocate or otherwise interfere with any portion of the Company Facilities. However, if it becomes necessary, in the judgment of the Township Representative (as defined in Section 6.1 hereof), to cut or move any of the Company Facilities because of a fire, flood, emergency, earthquake disaster or other imminent threat thereof, or to relocate any portion of the Company Facilities upon the Company's failure to do so following a request by the Township under Section 3.2 hereof, these acts may be done without prior written approval of the Company and the repairs thereby rendered necessary shall be made by the Company, without charge to the Township. Any written approval required shall be reviewed and processed by the Company within seven calendar days and approval shall not be unreasonably withheld, conditioned, or delayed.

3.4 Annual Information Coordination. Upon reasonable request, and no more than once per year, the Company and Township shall meet for the purpose of exchanging information and

documents regarding known or anticipated construction and other similar work within the Township, with a view toward coordinating their respective activities in those areas where such coordination may prove mutually beneficial.

3.5 Common Use of Facilities. (a) In order to minimize the adverse impact to the Right-of-Way and to Township facilities, and inconvenience to the public, caused by construction, repair and maintenance activities multiple utility franchisees, it is the policy of the Township to encourage the shared use of telecommunication facilities by Township franchisees and permittees whenever practicable.

(b) Except when necessary to service a subscriber, and subject to the written approval and conditions of the Township, the Company will endeavor to, prior to constructing any Company Facilities, fully utilize any excess capacity reasonably and cost-effectively available on any existing poles or within any existing conduit, under such terms and agreements as the Company negotiates with the owners of such poles or conduits. The Township shall cooperate with the Company in negotiating and obtaining permission to use such facilities.

(c) Intentionally deleted.

(d) No Company Facilities shall be installed or the installation thereof commenced on any existing pole within the Right-of-Way until the proposed location, specifications and manner of installation thereof are set forth upon a plot or map showing the existing poles, where such installations are proposed. The plot or map shall be submitted for approval to the Township Representative.

(e) If the Company is required to locate Company Facilities within the Right-of-Way other than Company Facilities which may be attached to utility poles, the nature of such Company Facilities shall be disclosed to the Township Representative for approval as to the need thereof and as to the location within the Right-of-Way. The installation shall be made under such reasonable and lawful conditions as the Township Representative shall prescribe.

(f) The Company may trim at its own expense any trees or other vegetation overhanging the Right-of-Way of the Township to prevent interference with Company Facilities. All trimming on Township property shall be done with the approval of and under the direction of the Township and at the expense of the Company.

(g) The Company shall, at the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of such building. The expense of such temporary removal or raising or lowering of the wires shall be paid by the person requesting the same and the Company shall have the authority to require such payment in advance. The Township agrees to cause prior written notice of the necessity to move wires to be given as far in advance as possible, provided that in no event shall less than thirty (30) days' advance notice be given.

3.6 Duty to Underground. (a) The Company shall be required to comply with the rules and

regulations of the Public Service Commission in regard to the installation of underground lines. In addition, the Company shall comply with rules and regulations adopted by the Township for the placement of newly constructed network lines underground; provided, however, Company shall only be required to place newly constructed network lines underground to the extent that underground placement is also required of all other existing and newly constructed lines of other telecommunication companies at that location with the Township at Company's cost. Undergrounding may be required by the Township for any lawful purpose, including, without limitation, the resolution of existing or anticipated conflicts or the accommodation of any conflicting uses or proposed uses of the Right-of-Way, whether such conflicts arise in connection with a Township project or a project undertaken by some other person or entity, public or private. If all other electric utilities or telephone utilities are located or relocated underground in any place within the Township after the Company has installed its facilities the Company shall thereafter remove and relocate its facilities underground in such places and within a timeframe agreed to by the parties. Where utilities are underground, the Company may locate certain equipment above ground upon a showing of necessity and with the written approval from the Township.

(b) Township will cooperate with the Company to provide alternate space where available, within the Right-of-Way, at no additional cost to the Company. Undergrounding, as described above in subsection (a), shall be accomplished by the Company at no cost or expense to the Township. In the event the undergrounding is ordered for other purposes, including but not limited to projects undertaken in whole or in part to accommodate the facilities, development or other project of an entity other than the Township or the Company, the cost and expense of such undergrounding shall be borne by such other entity. Any money and all rights to reimbursement from the State of Utah or the federal government, to which the Company may be entitled for work done by the Company pursuant to this paragraph, shall be the property of the Company. Township shall assign or otherwise transfer to the Company all rights it may have to recover costs for such work performed by the Company and shall reasonably cooperate with the Company's efforts to obtain reimbursement.

3.7 Company Duty to Comply With Rules and Regulations. Company Facilities located on, upon, over or under the Right-of-Way shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with such lawful rules and regulations as the Township may issue. The Company shall acquire, and any fees with respect to, such permits as may be required by such rules and regulations, and the Township may inspect the manner of such work and require remedies as may be necessary to assure compliance.

3.8 Intentionally deleted.

3.9 Compliance with Applicable Law. All Company Facilities installed or used under color of this Agreement shall be used, constructed and maintained in accordance with applicable federal, state and Township laws and regulations, including without limitation environmental laws; provided that this provision shall not be construed to require the Company to modify or retrofit any existing facilities to meet new code standards unless otherwise required by law. Nothing in this Agreement shall constitute a waiver of either party's right to challenge any portion of this Agreement which is not in accordance with applicable federal, state and local laws.

3.10 Location to Minimize Interference. All Company Facilities shall be reasonably located so as to cause minimum interference with the use of the Right-of-Way by others, and so as to cause minimum interference with the rights of the owners of property which abuts any portion of the Right-of-Way.

3.11 Repair Damage. If during the course of work on Company Facilities, the Company causes damage to or alters any portion of the Right-of-Way, or any Township facilities or other public property or facilities, the Company shall (at its own cost and expense and in a manner approved by the Township Representative), replace and restore such portion of the Right-of-Way or any Township facilities or other public or private property or facilities, in accordance with applicable Township ordinances, policies and regulations relating to repair work of similar character.

3.12 Guarantee of Repairs. For a period of three years following the completion of any work in the Right-of-Way or any repair work performed pursuant to Section 3.11, and excluding damage caused by Township or other third party, the Company shall maintain, repair, and keep in good condition those portions of the Right-of-Way or property or facilities restored, repaired or replaced by or on behalf of the Company, to the reasonable satisfaction of the Township Engineer.

3.13 Safety Standards. The Company's work, while in progress, shall be properly protected at all times with suitable barricades, flags, lights, flares, or other devices in accordance with applicable safety regulations or standards imposed by law.

3.14 Condition of Company Facilities. The Company shall maintain the general appearance of Company Facilities in a good and workmanlike manner consistent with best industry practice.

3.15 Inspection by the Township. The Company Facilities shall be subject to inspection by the Township to the extent reasonably necessary to assure compliance by the Company with the terms of this Agreement. The Township shall inspect Company Facilities at reasonable times and upon reasonable notice to the Company; provided, however, the inspection shall not interrupt or interfere with any services provided by the Company.

3.16 Company's Duty to Remove Company Facilities from the Right-of-Way.

(a) Subject to subsection (c) below, the Company shall promptly remove from the Right-of-Way all or any part of the Company Facilities, when one or more of the following conditions occur:

(i) The Company ceases to operate such Company Facilities for a continuous period of twelve (12) months, and does not begin operating such Company Facilities as provided below within thirty (30) days after receiving notice following any such cessation from the Township, except when the cessation of service is a direct result of a natural or man-made disaster;

(ii) The failure to cure construction or installation of such Company Facilities that do not meet the requirements of this Agreement following notice by Township described below; or

(iii) The Franchise is terminated or revoked pursuant to notice as provided herein; provided, however, that the Company need not remove its network if the Township continues to receive payments from the state related hereto, and the parties are in discussion of a renewal or replacement franchise or similar agreement.

(b) Upon receipt by the Company of written notice from the Township setting forth one or more of the occurrences specified in subsection (a) above, the Company shall have ninety (90) days from the date upon which said notice is received to remove such Company Facilities, or, in the case of subsection (a), to begin operating the Company Facilities.

(c) The Company may abandon any underground Company Facilities in place, subject to the reasonable requirements of the Township, and with the prior written consent of the Township, which may be granted or withheld in the Township's sole and absolute discretion. In such an event, the abandoned system shall become the property of the Township and the Company shall have no further responsibilities or obligations concerning those facilities. The Township shall not use the possibility of obtaining ownership of the abandoned system as a rationale for terminating or revoking this Agreement.

3.17 Operational Reports. During the period of construction of any Company Facilities, the Company shall furnish the Township with written progress reports as required pursuant to the terms of any permit to work in the public way.

3.18 Removal of Facilities Upon Request. Company shall comply with the regulations of the Utah Public Service Commission regarding removal of the Company Facilities.

ARTICLE IV
TOWNSHIP USE RIGHTS

4.1 Township Use of Poles and Overhead Structures. The Township shall have the right to enter into a contract with the Company to license for a fee poles and conduit owned by the Company within the Township for fire alarms, police signal systems, or any other lawful use; provided, however, any said uses by the Township shall be for activities owned, operated or exclusively used by the Township for any public purposes and shall not include the provision of telecommunication, communication, or Internet services to third parties.

4.2 Use of Trenches. Whenever the Company proposes to install new underground conduits or replace existing underground conduits within or under the Right-of-Way, it shall notify the Township Representative as soon as practical and shall allow the Township, at its own expense, and without charge to the Company, to use any such trench opened by the Company to lay the Township's facilities therein; provided, (i) that such action will not materially interfere with Company Facilities or delay or otherwise complicate the accomplishment of the Company's project; (ii) any said uses by the Township shall be for activities owned, operated or exclusively used by the Township for any public purposes and shall not include the provision of telecommunication, communication, or Internet services to third parties; and (iii) that the Company may require the Township to agree to reasonable terms and conditions of such use.

4.3 Use of Company Corridors. The Township may identify corridors which the Company now or in the future owns in fee within the Township and which are similar in nature to transmission corridors of electric utility companies. The Township may identify portions of such corridors, if any, as being desirable locations for public parks, playgrounds or recreation areas. In such event, and upon notice by the Township, the Company shall discuss with the Township in good faith whether an agreement providing for such uses by the Township can be reached; provided that such use shall be within the sole discretion of Company The Company shall assume no liability nor shall it incur, directly or indirectly any additional expense in connection therewith.

4.4 Limitation on Use Rights. Nothing in this Article 4 shall be construed to require the Company to increase pole capacity or trench size, alter the manner in which the Company attaches equipment to the poles or installs facilities, or alter the manner in which it operates and maintains its equipment.

ARTICLE V
POLICE POWER

The Township expressly reserves, and the Company expressly recognizes, the Township's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances, rules and regulations as the Township may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its residents and their properties. This Agreement is subordinate to Township's exercise of its police power.

ARTICLE VI
TOWNSHIP REPRESENTATIVE

6.1 Township Representative. Except as provided hereinafter, the Township Engineer, or his/her designee, or such other person as the Mayor may designate from time to time (which designation shall be communicated to the Company in writing), is hereby designated the official of the Township having full power and authority, along with a representative of the Township Attorney's Office, to take appropriate action for and on behalf of the Township and its inhabitants to enforce the provisions of this Agreement and to investigate any alleged violations or failures of the Company to comply with said provisions or to adequately and fully discharge its responsibilities and obligations hereunder. The Township Engineer or such other designee is referred to herein as the Township Representative. The failure or omission of the Township Representative to so act shall not constitute a waiver or estoppel. The Township Representative shall be the Company's initial point of contact with the Township. Unless specifically provided otherwise, all decisions, consents or approvals required of the "Township" shall be made or given by the Township through the Township Representative. The Township Representative shall coordinate with other Township officials, personnel and departments in all matters relating to this Agreement.

6.2 Company Duty to Cooperate. In order to facilitate such duties of the Township Representative, the Company agrees:

(a) To allow the Township Representative to inspect at a reasonable time and without interference to Company operations the Company Facilities in accordance with Section 3.15.

(b) That the Township Representative may convey to the Company, and, with notice to the Company in accordance with this Agreement, to the Federal Communications Commission, the Utah Public Service Commission and any other regulatory agency having jurisdiction, any complaint of any customer of the Company within the Township with respect to the quality and price of telecommunication services and the appropriate standards thereof; provided, however, that Township Representative's failure to provide any such notice to the Company shall not constitute a breach of this Agreement.

ARTICLE VII
Intentionally Deleted.

ARTICLE VIII
CONTINUATION OF SERVICE

In the event the Company is or becomes the exclusive local exchange carrier providing basic telephone exchange services within the Township, the removal of Company Facilities, and the discontinuation of telecommunication services by the Company within the Township, shall be subject to applicable regulations and procedures of the Public Service Commission, or any successor regulatory body.

ARTICLE IX
TRANSFER OF FRANCHISE

(a) The Company shall not sell, transfer, lease, assign, sublet or otherwise make available to any person or entity other than the Company, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, the Franchise or any rights or privileges under this Agreement (each, a "Transfer"), to Proposed Transferee, without the prior written consent of the Township, such consent will not be unreasonably withheld. The following events (by way of illustration and not limitation) shall be deemed to be a Transfer of the Franchise requiring compliance with this Article: (i) the sale, assignment or other transfer of all or a majority of the Company's assets to another Person; (ii) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in the Company by one or more of its existing shareholders, partners, members or other equity owners, so as to create a new Controlling Interest in the Company; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by the Company so as to create a new Controlling Interest in the Company; or (iv) the entry by the Company into an agreement with respect to the management or operation of the Company or its facilities (including the Company Facilities).

(b) The consent required shall be given or denied by the Township not later than one-hundred twenty (120) days following receipt by the Township of a written request for consent, and shall not be unreasonably withheld. For the purpose of determining whether it shall grant its consent, the Township may inquire into the qualifications of the Proposed Transferee, and the

Company shall assist the Township in the inquiry. Township may condition or deny its consent based on any or a combination of the following or similar criteria. The Proposed Transferee shall indicate by affidavit whether it:

(i) has ever been convicted or held liable for acts involving deceit including any violation of federal, State or local law or regulations, or is currently under an indictment, investigation or complaint charging such acts;

(ii) has ever had a judgment entered against it in an action for fraud, deceit, or misrepresentation by any court of competent jurisdiction;

(iii) has pending any material legal claim, lawsuit, or administrative proceeding arising out of or involving a system similar to the Company Facilities, except that any such claims, suits or proceedings relating to insurance claims, theft or service, or employment matters need not be disclosed;

(iv) is financially solvent, by submitting financial data, including financial statements, that have been audited by a certified public accountant, along with any other data that the Township may reasonably require;

(v) has the financial and technical capability to enable it to maintain and operate the Company Facilities for the remaining term of this Agreement; and

(vi) the use of the Company Facilities and Right-of-Way by the Proposed Transferee are consistent with the uses by the Company permitted under this Agreement.

The Company shall provide to the Township information regarding any failure by the Company to comply with any provision of this Agreement or of any applicable customer or consumer service standards promulgated or in effect in the Township's jurisdiction at any point during the term of this Agreement.

(c) Notwithstanding the foregoing, the Township's consent shall not be required in connection with, and Company shall provide prompt written notice to Township of, the following circumstances:

(i) The intracorporate transfer from one wholly-owned subsidiary to another wholly-owned subsidiary of a parent corporation;

(ii) Any transfer in trust, a mortgage, or other instrument of hypothecation of the assets of the Company, in whole or in part, to secure an indebtedness, provided that such pledge of the assets of the Company shall not impair or mitigate the Company's responsibility and capability to meet all its obligations under this Agreement;

(iii) Any sale or other transfer by the Company of equipment or property;

(iv) Interconnection, license, pole attachment or other agreements pursuant to which the Company Facilities may be used by another entity operating within the Township (provided, however, that Company acknowledges that such other entity shall be required to obtain any relevant permits from the Township); or

(v) Company's acquisition of another entity when the use of the Right-of-Way by the acquired entity is consistent with the use permitted under this Agreement.

(d) Transfer by the Company shall not constitute a waiver or release of any rights of the Township in or to its Right-of-Way and any transfer shall by its own terms be expressly subject to the terms and conditions of this Agreement.

(e) A sale, transfer or assignment of this Agreement will only be effective upon the Proposed Transferee becoming a signatory to this Agreement by executing an unconditional acceptance of this Agreement.

(f) For purposes of this Article IX, the following terms shall have the following

(i) "Control" or "Controlling Interest" means actual working control in whatever manner exercised, including, without limitation, working control through ownership, management, debt instruments or negative control, as the case may be, of the Company Facilities or of the Company. A rebuttable presumption of the existence of Control or a Controlling Interest shall arise from the beneficial ownership, directly, by any person, or group of persons or entities acting in concert, of more than fifty percent (50%) of the Company. "Control" or "Controlling Interest" as used herein may be held simultaneously by more than one Person.

(ii) "Person" means any individual, sole proprietorship, partnership, association or corporation, or any other form of organization, and includes any natural person.

(iii) "Proposed Transferee" means a proposed purchaser, transferee, lessee, assignee or person acquiring ownership or control of the Company.

ARTICLE X
EARLY TERMINATION OR REVOCATION OF FRANCHISE

10.1 Grounds for Termination. The Township may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The Company fails to make timely payments of the Franchise Fee as required under Article II of this Agreement, or any other fee due to the Township under the terms of this Agreement, and does not correct such failure within forty-five (45) business days after receipt of written notice by the Township of such failure.

(b) The Company, by act or omission, violates a material term or condition herein set forth within the Company's control, and with respect to which redress is not otherwise herein provided. In such event, the Township, acting by or through its Township Council, may after public hearing, determine that such failure is of a material nature and thereupon, after written notice given to the Company of such determination, the Company shall, within thirty (30) days of such notice,

commence efforts to remedy the conditions identified in the notice, and shall have six (6) months from the date it receives notice to remedy the conditions. After the expiration of such six (6) month period and upon failure by the Company to correct such conditions, the Township may declare the Franchise forfeited and this Agreement terminated, and thereupon the Company shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further that in the event such failure is of such nature that it cannot be reasonably corrected within the six (6) month period above, the Township shall provide additional time for the reasonable correction of such alleged failure if the Company (i) commences corrective action during such six (6) month period, and (ii) diligently pursues such corrective action to completion.

(c) The Company becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities are sold under an instrument to secure a debt and is not redeemed by the Company within sixty (60) days.

(d) In furtherance of the Company policy or through acts or omissions done within the scope and course of employment, a member of the Board of Directors or an officer of the Company knowingly: (i) engages in conduct or (ii) makes a material misrepresentation with or to the Township, that is fraudulent or in violation of a felony criminal statute of the State of Utah.

(e) Company abandons use of all Company Facilities for 12 consecutive months.

10.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Company from pursuing any legal or equitable rights or remedies it may have to challenge the action of the Township.

ARTICLE XI
COMPANY INDEMNIFICATION; INSURANCE

11.1 No Township Liability. The Township shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur in the construction, operation or maintenance by the Company of the Company Facilities; provided, however, that the Township will be liable only for its own conduct, subject to and without waiving any defenses, including limitation of damages, provided for in the Utah Governmental Immunity Act (Utah Code §§ 63G7-101 *et seq.)* or successor provision. Company agrees that the Rights-of-Way are delivered in an "AS IS, WHERE IS" condition and Township makes no representation or warranty regarding their condition, and disclaims all express and implied warranties.

11.2 Company Indemnification of Township. The Company shall indemnify, defend and hold the Township, its officers and employees, harmless from and against all losses, claims, counterclaims, demands, actions, damages, costs, charges, liens and all liability or damage of whatsoever kind on account of or arising from the exercise by the Company of its rights hereunder, and shall pay the reasonable costs of defense, including reasonable attorneys' fees. Said indemnification shall include but not be limited to the Company's intentional or negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement, including construction,

operation and maintenance of the Company Facilities whether or not any such use, act or omission complained of is authorized, allowed or prohibited by this Agreement. The Company's duty to defend the Township shall exist regardless of whether the Township or the Company may ultimately be found to be liable for third party negligence or other conduct. In the event that Township's tender of defense is rejected by Company or Company's insurer, and Company is later found by a court of competent jurisdiction to have been required to indemnify Township, then in addition to any other remedies Township may have, Company agrees to pay the Township's reasonable costs, expenses and attorney's fees in proving such liability, defending itself and enforcing this indemnity provision to the extent required by section 11.3 below.

11.3 Notice of Indemnification. The Township shall (a) give prompt written notice to the Company of any claim, demand or lien with respect to which the Township seeks indemnification hereunder and (b) unless in the Township's judgment a conflict of interest may exist between the Township and the Company with respect to such claim, demand or lien, permit the Company to assume the defense of such claim, demand, or lien with counsel satisfactory to Township. If such defense is not assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, the Company shall not be obligated to indemnify, defend or hold the Township harmless to the extent any claim, demand or lien arises out of or in connection with any breach by the Township of any obligation under this Agreement or any negligent act or failure to act of the Township or any of its officers or employees or agents.

11.4 Insurance.

(a) The Company, at its own cost and expense, shall secure and maintain, and shall ensure that any subcontractor to the Company shall secure and maintain, during the term of this Agreement the following policies of insurance:

(i) Commercial General Liability Insurance. Commercial general liability insurance with the Township as an additional insured on a primary and non-contributing basis in comparison to all other insurance including Township's own policy or policies of insurance, in the minimum amount of $2,000,000 per occurrence with a $3,000,000 general aggregate and $3,000,000 products completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect the Township, Company, and any subcontractors from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Company's operations under this Agreement, whether performed by Company itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations.

(ii) Commercial Automobile Liability Insurance. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, used in connection with this Agreement in the minimum amount of with a combined single limit of $2,000,000 per occurrence. These limits can be covered either under a commercial automobile liability insurance policy alone, or a combination of a commercial automobile liability

insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Company shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

(iii) Workers' Compensation and Employer's Liability. Worker's compensation and employer's liability insurance sufficient to cover all of the Company's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, the Company shall require its subcontractor(s) similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(b) General Insurance Requirements.

(i) Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (A) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (B) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the Township.

(ii) All policies of insurance shall be issued by insurance companies authorized to do business in the state of Utah and either:

(A) Currently rated A- or better by A.M. Best Company; *and*

—OR—

(B) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570), as amended.*

(iii) The Company shall make available a memorandum of insurance, acceptable to the Township, verifying the foregoing matters concurrent with the execution hereof and thereafter as required. Evidence of the Company's insurance is available at www.centurylink.com/moi.

(iv) In the event any work is subcontracted, the Company shall require its subcontractor, at no cost to the Township, to secure and maintain all minimum insurance coverages required of the Company hereunder.

(v) The aforesaid policies shall provide that said insurance shall not be canceled unless thirty (30) days prior written notice (ten days for non-payment of premium) shall have been given to Township (provided, however, that in the event that Company's insurance carrier will not provide such notice to Township, then Company must provide such written notice to Township within the time frames set forth above on any required coverage that is not

replaced).

ARTICLE XII
REMEDIES

12.1 Duty to Perform. The Company and the Township agree to take all reasonable and necessary actions to assure that the terms of this Agreement are performed.

12.2 Remedies at Law. In the event the Company or the Township fails to fulfill any of its respective obligations under this Agreement, the Party that is not in default may exercise any remedies available to it provided by law; however, no remedy that would have the effect of amending the provisions of this Agreement shall become effective without a formal amendment of this Agreement.

ARTICLE XIII
NOTICES

13.1 Township Designee and Address. Unless otherwise specified herein, all notices from the Company to the Township pursuant to or concerning this Agreement shall be delivered to the Township. at 5025 E. Emigration Canyon Rd. Salt Lake City, 84108.

(b) such other offices as the Township may designate by written notice to the Company.

13.2 Company Designee and Address. The Company currently maintains an office and telephone number for the conduct of matters relating to this Agreement and the Franchise during normal business hours and shall provide the Township with notice of such address or telephone number changes. Unless otherwise specified herein, all notices from the Township to the Company pursuant to or concerning this Agreement or the Franchise shall be delivered pursuant to section 15.9.

ARTICLE XIV
AMENDMENT

14.1 Changing Conditions; Duty to Negotiate. (a) The Company and the Township recognize that many aspects of the telecommunications business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities, and that these activities may ultimately result in fundamental changes in the way the Company conducts its business. In recognition of the present state of uncertainty respecting these matters, the Company and the Township each agree, at the request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

(b) Either party may propose amendments to this Agreement by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an

effort to agree upon mutually satisfactory amendment(s).

14.2 Entire Agreement; Amendment Approval Required. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and can be amended, supplemented, modified, or changed only by the written agreement of the parties, including the formal approval of the Township Council.

ARTICLE XV
MISCELLANEOUS

15.1 Conditions. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof or thereof, all of which will remain in full force and effect for the term of this Agreement and the Ordinance or any renewal or renewals thereof.

15.2 No Waiver or Estoppel. Neither the Township nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any of such terms and conditions.

15.3 Fee Article Essential. (a) Article II hereof is essential to the adoption of this Agreement.

15.4 Waiver of Non-Severability. Notwithstanding the foregoing, if Township stipulates in writing to judicial, administrative or regulatory action that seeks a determination that Article II is invalid, illegal, superseded or unconstitutional, then a determination that Article II is invalid, illegal, unconstitutional or superseded shall have no effect on the validity or effectiveness of any other section, sentence, paragraph term or provision of this Agreement, which shall remain in full force and effect.

15.5 Terms upon Renegotiation. In the event the parties are required to amend or otherwise renegotiate the Agreement pursuant to section 2.1(b) where the Company is no longer required to pay to the State of Utah the Municipal Telecommunications Tax, the Company agrees to remit to Township during the term of such negotiations an amount equal to the remittance the Township would have received pursuant to said tax attributable to the Company until such time as an amendment to the Agreement is executed; provided, however, that in no event shall the Company be obligated to pay a higher percentage of Gross Revenues derived from the sale of telecommunications services within the Township than is paid by other telecommunication companies serving within the Township.

15.6 Utah Governmental Records Management Act. Whenever the Company is required to deliver to the Township, or make available to the Township for inspection, any records of the

Company, and such records are delivered to or made available to the Township with a written claim of business confidentiality which meets, in the judgment of the Township Representative, the requirements of the Utah Governmental Records Management Act ("GRAMA"), such records shall be classified by the Township as "protected" within the meaning of GRAMA, and shall not be disclosed by the Township except as may otherwise be required by GRAMA, by court order, or by applicable Township ordinance or policy.

15.7 Timeliness of Approvals. Whenever either party is required by the terms of this Agreement to request the approval or consent of the other party, such request shall be acted upon at the earliest reasonable convenience of the party receiving the request, and the approval or consent so requested shall not be unreasonably denied or withheld.

15.9 Notices. Any notice(s) required or permitted to be given pursuant to this Agreement may be personally served or may be served by certified mail, return receipt requested, to the following addressees:

Company:

CenturyLink Communications, LLC
250 E 200 S Ste 1000
Salt Lake City, UT 84111
Attention: Local Network Engineering & Construction
with a copy to:

(a) CenturyLink Law Department 931 14th St
Denver, CO 80202
Attention: Network Attorney
and
(b) such other offices as the Company may designate by written notice to the Township.

Township:

Emigration Canyon Metro Township
5025 E. Emigration Canyon Rd
Salt Lake City 84108

16. Representation Regarding Ethical Standards for Township Officers and Employees and Former Township Officers and Employees. The Company represents that it has not (1) provided an illegal gift or payoff to a Township officer or employee or former Township officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Township's conflict of interest ordinance, Chapter 2.44, Salt Lake Township Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a Township officer or employee or former Township

officer or employee to breach any of the ethical standards set forth in the Township's conflict of interest ordinance, Chapter 2.44, Salt Lake Township Code.

17. Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the Township and the Company. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

18. Force Majeure. The Company shall not be held in default or noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control, but the Company shall not be relieved of any of its obligations to comply promptly with any provision of this Franchise contract by reason of any failure of the Township to enforce prompt compliance. Nothing herein shall be construed as to imply that either Party waives any right, payment, or performance based on future legislation where said legislation impairs this contract in violation of the United States or Utah Constitutions.

19. Governing Law and Venue. This Agreement and any action related to this Agreement will be governed by the laws of the State of Utah. Venue for any action brought pursuant to this Agreement will be in the United States District Court for the District of Utah in Salt Lake City.

20. Authority. Each individual executing this Agreement on behalf of the Township and Company represents and warrant that such individual is duly authorized to execute and deliver this Agreement on behalf of the Township or Company (as applicable).

[Signatures begin on following page.]

WITNESS WHEREOF, this Franchise Agreement is executed in duplicate originals as of the day and year first above written.

EMIGRATION CANYON METRO TOWNSHIP, a Utah municipal corporation

_____

_____

Township Recorder

_____

Approved As To Form:

_____

Township Attorney

CenturyLink Communications, LLC

By
Name:
Title:
Date:

State of)
:ss
County of _____)

On the day of _____, 2020, personally appeared before me _____, who, being by me duly sworn did say that he/she is the _____ of CenturyLink Communications, LLC, and that the foregoing instrument was signed on behalf of said company and said person acknowledged to me that he/she is authorized to execute such instrument on behalf of said company.

_____

NOTARY PUBLIC, residing in _____County,

My Commission Expires:

_____

RESOLUTION NO. 20-09-01 DATE: September 15, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, the County participates as an "urban county," as defined by federal regulation, in the Community Development Block Grant ("CDBG"), Emergency Solutions Grant ("ESG"), and the HOME Investment Partnership through a consortium that includes the urban county ("HOME") programs administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County has previously entered into three distinct interlocal cooperation agreements with participating municipalities within Salt Lake County that did not receive separate CDBG, ESG, and HOME program entitlement grants governing the Parties participation in the CDBG, ESG and HOME programs which fell short of strictly complying with all HUD-imposed requirements; and

WHEREAS, the County now desires to proceed with a single interlocal agreement with all participating municipalities which strictly complies with all HUD-imposed requirements and which supersedes and terminates effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 being expended and the funded activities completed, the following interlocal agreements between the County and the above referenced

cities: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108; and

WHEREAS, an Interlocal Cooperation Agreement ("Agreement") has been prepared for approval and execution by and between the County and participating municipalities, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

NOW, THEREFORE, be it resolved by the Salt Lake County Council that the attached Interlocal Cooperation Agreement between Salt Lake County and the Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Holladay City, Herriman City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., City of Millcreek, Murray City, Riverton City, City of South Salt Lake, and White City Metro Township relating to the conduct of the CDBG, ESG, and HOME Programs is hereby approved by the Council and the Mayor is hereby authorized to execute the same on behalf of Salt Lake County.

[signature page to follow]

APPROVED this 15th day of September, 2020.

EMIGRATION CANYON METRO TOWNSHIP

By _____
Joe Smolka, Mayor

ATTEST:

_____
Salt Lake County Clerk

Voting:

Mayor Smolka _____
Deputy Mayor Hawkes _____
Council Member Brems _____
Council Member Harris _____
Council Member Bowen _____

SALT LAKE COUNTY

September 1, 2020

Ms. Antigone Carlson
Contracts Coordinator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 5782 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County and the **Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Magna Metro Township, Midvale City, Millcreek City, Murray City, Riverton City, South Salt Lake City, and White City Metro Township** – Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and the HOME Investment Partnership (HOME) Programs.

Salt Lake County will enter into an interlocal agreement with the Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Magna Metro Township, Midvale City, Millcreek City, Murray City, Riverton City, South Salt Lake City, and White City Metro Township in order for the County to carry out CDBG, ESG, and HOME program activities and projects within the entities' respective boundaries. By entering into the agreement with the County, these entities will then qualify for qualification and grant calculation purposes in these programs.

The agreement will be in effect from July 1, 2021,and end June 30, 2024.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By _____
Deputy Clerk

ks

pc: Darrin Casper/Mayor's Office
Ryan Perry/ Regional Planning & Transportation Division
Shawna Soliz/Contracts & Procurement Division

SALT LAKE COUNTY

2001 So. State Street
Salt Lake City, Utah 84114

Agenda Item

File #: 20-0835

Topic/Discussion Title:
Interlocal Cooperation Agreement between Salt Lake County and the Cooperating Cities and Towns of Salt Lake County relating to the conduct of Community Development Block Grant, Emergency Solutions Grant and HOME Investment Partnerships Programs.

Description: Salt Lake County is designated as an Urban County for the Administration of the Community Development Block Grant (CDBG). This is done in cooperation with the cities and towns within Salt Lake County that do not receive direct appropriations from Housing and Urban Development (HUD). Every three years the county must recertify as an Urban County and provide documentation on which cities and towns are involved in the three-year recertification. The interlocal agreement outlines the terms and conditions for the next three-year period (2021-2023). Each City and town will reaffirm by resolution their participation in the Urban County. This was initially discussed with the Council earlier this year (June). Hud has required some adjustments to be made and that is why the agreement is being presented again.

Requested Action: Approval

Presenter(s): Mike Gallegos & Karen Kuipers

Time Needed: 15 min

Time Sensitive: Yes

Specific Time(s): Click or tap here to enter text - if important to schedule at a specific time, list a few preferred times.

Requesting Staff Member: Mike Gallegos

Will You be Providing a PowerPoint: No

Please attach the supporting documentation you plan to provide for the packets. Agenda items must be approved by Wednesday at 11:00 am. While not ideal, if PowerPoint presentations are not yet ready, you can submit them by 10 am the Friday morning prior to the COW meeting. Items without documentation may be withheld from consideration for that COW meeting.

8/26/20

Salt Lake County Community Development Block Grant (CDBG) Urban County Program

For the last 30 years, Salt Lake County has been classified as an Urban County for purposes of administering the Community Development Block Grant program. This includes interlocal agreements with the other cities and towns in the county that are not entitlement cities (receive their funds directly) from the federal Department of Housing and Urban Development (HUD). Currently there are three interlocal agreements. Salt Lake County receives an allocation of funding from HUD and administers the CDBG program which provides services to the residents of the Urban County. This process includes representatives from the smaller cities who are members of the allocation committees that review and make recommendations for the use of the CDBG funds.

Every three years, Salt Lake County must recertify to remain an Urban County. The next renewal period is for 2021-2023. This involves contacting each city and asking them if they want to remain a member of the Urban County. That notification process has occurred for this renewal period and all cities and towns have agreed to remain a part of the Urban County. The County has submitted the required documentation to HUD for review and approval. In HUD's response, they have suggested several changes to the interlocal agreements. One of which is to develop a new interlocal agreement that includes all the cities and towns (one agreement) rather than amending the three existing agreements which have outdated language.

The date for completing the new interlocal agreement with approvals by the participating cities and towns and being submitted to HUD is September 21, 2020. This is an ambitious timeline to have all the agreements reviewed and completed by the cities and towns and returned to the County. To expedite that process, the county attorney has prepared a draft of the new interlocal agreement which contains the new language HUD has required. That has been submitted to HUD for their review and comment.

We are requesting that the Salt Lake County Council approve the interlocal agreement. Upon approval, it will be sent to all the participating jurisdictions for their review and approval. Once that process is completed, the entire agreement, will be sent to HUD for approval. HUD's final review must be completed by September 30, 2020 for the County to be eligible for the next year of CDBG funding which begins October 1, 2020.

RESOLUTION NO. 5782 DATE: September 1, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, the County participates as an "urban county," as defined by federal regulation, in the Community Development Block Grant ("CDBG"), Emergency Solutions Grant ("ESG"), and the HOME Investment Partnership through a consortium that includes the urban county ("HOME") programs administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County has previously entered into three distinct interlocal cooperation agreements with participating municipalities within Salt Lake County that did not receive separate CDBG, ESG, and HOME program entitlement grants governing the Parties participation in the CDBG, ESG and HOME programs which fell short of strictly complying with all HUD-imposed requirements; and

WHEREAS, the County now desires to proceed with a single interlocal agreement with all participating municipalities which strictly complies with all HUD-imposed requirements and which supersedes and terminates effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 being expended and the funded activities completed, the following interlocal agreements between the County and the above referenced

cities: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108; and

WHEREAS, an Interlocal Cooperation Agreement ("Agreement") has been prepared for approval and execution by and between the County and participating municipalities, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13-101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

NOW, THEREFORE, be it resolved by the Salt Lake County Council that the attached Interlocal Cooperation Agreement between Salt Lake County and the Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Holladay City, Herriman City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., City of Millcreek, Murray City, Riverton City, City of South Salt Lake, and White City Metro Township relating to the conduct of the CDBG, ESG, and HOME Programs is hereby approved by the Council and the Mayor is hereby authorized to execute the same on behalf of Salt Lake County.

[signature page to follow]

APPROVED this 1 day of September, 2020.

SALT LAKE COUNTY

By _____
Pro Tempore

ATTEST:

_____
Salt Lake County Clerk

Voting:

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

Approved as to Form:

By: Megan Smith
Megan L. Smith,
Deputy District Attorney
Date: August 31, 2020

County Contract No. _____
DA Log No. 20-16588

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP

Relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM

For

FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into effective _____ day of _____ 20___ by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development ("County") and the following governmental entities: Town of **Alta**, Town of **Brighton**, **Bluffdale** City, **Copperton** Metro Township, **Cottonwood Heights**, **Draper** City, **Emigration Canyon** Metro Township, **Herriman** City, **Holladay** City, **Kearns** Metro Township, **Magna** Metro Township, **Midvale** City Corp., City of **Millcreek**, **Murray** City, **Riverton** City, City of **South Salt Lake**, and **White City** Metro Township, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the "Cities."

RECITALS:

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of

1974, as since amended (42 U.S.C. 5301 *et seq.*); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq.*); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program (42 U.S.C. 11301 *et seq.*); (collectively referred to as the "Acts"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts' programs which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants ("CDBG"), HOME Investment Partnerships, and Emergency Solutions Grants ("ESG") Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the "Regulations), which Regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive funds from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD's amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 1993, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the then existing municipalities within Salt Lake County that did not receive separate CDBG and HOME program entitlement grants. Subsequently, the County entered into a second interlocal cooperation agreement in 2006 with several cities which had incorporated since the 1993 Agreement had been executed. Likewise, in 2017, the County entered into a third interlocal cooperation agreement with several more cities and townships which had incorporated since the 2006 Agreement. The County now wishes to terminate the

three prior interlocal agreements entered into for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities and replace them with this sole agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the fiscal year 2021-2023 urban county qualification process, the County and the Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Consolidated Plan" (the "Plan") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.

2. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDBG, ESG, and HOME program qualification and grant calculation purposes.

3. This Agreement shall be in effect during three CDBG, ESG, and HOME Program years beginning July 1, 2021 and ending June 30, 2024 (e.g., Federal FYs 2021 – 2023) and shall automatically renew for successive three-year periods thereafter.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 13 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's

"Instructions for Urban County Qualification for Participation in Community Development Block Grant ("CDBG") Programs" for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants under the Small Cities or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG and ESG programs; (2) may receive a formula allocation under the HOME Program only through the urban county (thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, but no party shall be precluded from applying to the State for HOME funds, if the state allows); and (3) may receive a formula allocation under the ESG Program only through the urban county, but this does not preclude any party from applying to the State for ESG funds, if the State law allows. Accordingly, the Cities agree that, as to all projects and activities performed or conducted in the Cities under any CDBG, ESG, or HOME program grant agreement received by the County which includes the Cities, the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Plan for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification notice and to submit such amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

In addition the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development act of 1974 as amended. The Parties further agree that all grants awarded under this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a).

Further, the Parties hereby agree to comply with section 109 of Title I of the Housing and Community Development act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968 as well as all other applicable laws. The Parties shall not fund activities in, or in support of, any City that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the County's fair housing certification.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance;

provided, however, if the County fails to qualify as an urban county or does not receive CDBG Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole.

14. If the County qualifies as an urban county and the City is included, the parties agree not to veto or otherwise obstruct the implementation of the approved Plan during the period covered by the Agreement.

15. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

16. The following provisions are also integral parts 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 hereof.

(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. 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 Act.

(d) *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.

(e) *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.

(f) *Cumulative Remedies.* The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

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

(h) *Time of Essence*. Time is of the essence in this Agreement.

(i) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice*. Any notice or other communication required or permitted to be given hereunder 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 at their respective addresses.

(k) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget.* If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

(o) *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 entity within the body of this Agreement.

(p) *Attorney Approval*. This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity*. All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment*. The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards*. The Parties hereto represent that they have 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 any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract 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 statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements*. Effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 are expended and the funded activities completed, this Agreement shall supersede and terminate the following interlocal agreements between the County and other Parties to this Agreement which pertain to similar subject matter as this Agreement: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108.

[Signature pages to follow]

SALT LAKE COUNTY

September 1, 2020

Ms. Antigone Carlson
Contracts Coordinator
Contracts & Procurement Division
Rm. N4-600, Government Center
Salt Lake City, Utah 84190

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 5782 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County and the **Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Magna Metro Township, Midvale City, Millcreek City, Murray City, Riverton City, South Salt Lake City, and White City Metro Township** – Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and the HOME Investment Partnership (HOME) Programs.

Salt Lake County will enter into an interlocal agreement with the Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Magna Metro Township, Midvale City, Millcreek City, Murray City, Riverton City, South Salt Lake City, and White City Metro Township in order for the County to carry out CDBG, ESG, and HOME program activities and projects within the entities' respective boundaries. By entering into the agreement with the County, these entities will then qualify for qualification and grant calculation purposes in these programs.

The agreement will be in effect from July 1, 2021,and end June 30, 2024.

Pursuant to the above action, you are hereby authorized to effect the same.

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By _____
Deputy Clerk

ks

pc: Darrin Casper/Mayor's Office
Ryan Perry/ Regional Planning & Transportation Division
Shawna Soliz/Contracts & Procurement Division

SALT LAKE COUNTY

2001 So. State Street
Salt Lake City, Utah 84114

Agenda Item

File #: 20-0835

Topic/Discussion Title:
Interlocal Cooperation Agreement between Salt Lake County and the Cooperating Cities and Towns of Salt Lake County relating to the conduct of Community Development Block Grant, Emergency Solutions Grant and HOME Investment Partnerships Programs.

Description: Salt Lake County is designated as an Urban County for the Administration of the Community Development Block Grant (CDBG). This is done in cooperation with the cities and towns within Salt Lake County that do not receive direct appropriations from Housing and Urban Development (HUD). Every three years the county must recertify as an Urban County and provide documentation on which cities and towns are involved in the three-year recertification. The interlocal agreement outlines the terms and conditions for the next three-year period (2021-2023). Each City and town will reaffirm by resolution their participation in the Urban County. This was initially discussed with the Council earlier this year (June). Hud has required some adjustments to be made and that is why the agreement is being presented again.

Requested Action: Approval

Presenter(s): Mike Gallegos & Karen Kuipers

Time Needed: 15 min

Time Sensitive: Yes

Specific Time(s): Click or tap here to enter text - if important to schedule at a specific time, list a few preferred times.

Requesting Staff Member: Mike Gallegos

Will You be Providing a PowerPoint: No

Please attach the supporting documentation you plan to provide for the packets. Agenda items must be approved by Wednesday at 11:00 am. While not ideal, if PowerPoint presentations are not yet ready, you can submit them by 10 am the Friday morning prior to the COW meeting. Items without documentation may be withheld from consideration for that COW meeting.

8/26/20

Salt Lake County Community Development Block Grant (CDBG) Urban County Program

For the last 30 years, Salt Lake County has been classified as an Urban County for purposes of administering the Community Development Block Grant program. This includes interlocal agreements with the other cities and towns in the county that are not entitlement cities (receive their funds directly) from the federal Department of Housing and Urban Development (HUD). Currently there are three interlocal agreements. Salt Lake County receives an allocation of funding from HUD and administers the CDBG program which provides services to the residents of the Urban County. This process includes representatives from the smaller cities who are members of the allocation committees that review and make recommendations for the use of the CDBG funds.

Every three years, Salt Lake County must recertify to remain an Urban County. The next renewal period is for 2021-2023. This involves contacting each city and asking them if they want to remain a member of the Urban County. That notification process has occurred for this renewal period and all cities and towns have agreed to remain a part of the Urban County. The County has submitted the required documentation to HUD for review and approval. In HUD's response, they have suggested several changes to the interlocal agreements. One of which is to develop a new interlocal agreement that includes all the cities and towns (one agreement) rather than amending the three existing agreements which have outdated language.

The date for completing the new interlocal agreement with approvals by the participating cities and towns and being submitted to HUD is September 21, 2020. This is an ambitious timeline to have all the agreements reviewed and completed by the cities and towns and returned to the County. To expedite that process, the county attorney has prepared a draft of the new interlocal agreement which contains the new language HUD has required. That has been submitted to HUD for their review and comment.

We are requesting that the Salt Lake County Council approve the interlocal agreement. Upon approval, it will be sent to all the participating jurisdictions for their review and approval. Once that process is completed, the entire agreement, will be sent to HUD for approval. HUD's final review must be completed by September 30, 2020 for the County to be eligible for the next year of CDBG funding which begins October 1, 2020.

RESOLUTION NO. 5782 DATE: September 1, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, EMERGENCY SOLUTIONS GRANT PROGRAM AND THE HOME INVESTMENT PARTNERSHIP PROGRAM

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, the County participates as an "urban county," as defined by federal regulation, in the Community Development Block Grant ("CDBG"), Emergency Solutions Grant ("ESG"), and the HOME Investment Partnership through a consortium that includes the urban county ("HOME") programs administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the County has previously entered into three distinct interlocal cooperation agreements with participating municipalities within Salt Lake County that did not receive separate CDBG, ESG, and HOME program entitlement grants governing the Parties participation in the CDBG, ESG and HOME programs which fell short of strictly complying with all HUD-imposed requirements; and

WHEREAS, the County now desires to proceed with a single interlocal agreement with all participating municipalities which strictly complies with all HUD-imposed requirements and which supersedes and terminates effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 being expended and the funded activities completed, the following interlocal agreements between the County and the above referenced

cities: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108; and

WHEREAS, an Interlocal Cooperation Agreement ("Agreement") has been prepared for approval and execution by and between the County and participating municipalities, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the CDBG, ESG, and HOME programs as specified therein; and

WHEREAS, under the Utah Interlocal Cooperation Act, Utah Code Annotated, 11-13-101 et seq. (2020) any two or more public agencies may enter into agreements with one another for joint or cooperative action and may also contract with each other to perform any governmental service activity or taking which each public agency entering into the contract is authorized by law to perform.

NOW, THEREFORE, be it resolved by the Salt Lake County Council that the attached Interlocal Cooperation Agreement between Salt Lake County and the Town of Alta, Town of Brighton, Bluffdale City, Copperton Metro Township, Cottonwood Heights City, Draper City, Emigration Canyon Metro Township, Holladay City, Herriman City, Kearns Metro Township, Magna Metro Township, Midvale City Corp., City of Millcreek, Murray City, Riverton City, City of South Salt Lake, and White City Metro Township relating to the conduct of the CDBG, ESG, and HOME Programs is hereby approved by the Council and the Mayor is hereby authorized to execute the same on behalf of Salt Lake County.

[signature page to follow]

APPROVED this 1 day of September, 2020.

SALT LAKE COUNTY

By _____
Pro Tempore

ATTEST:

_____
Salt Lake County Clerk

Voting:

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

Approved as to Form:

By: Megan Smith
Megan L. Smith,
Deputy District Attorney
Date: August 31, 2020

County Contract No. _____
DA Log No. 20-16588

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY
for its Department of Regional Transportation,
Housing, and Economic Development

And

TOWN OF ALTA, TOWN OF BRIGHTON, BLUFFDALE CITY, COPPERTON METRO TOWNSHIP, COTTONWOOD HEIGHTS CITY, DRAPER CITY, EMIGRATION CANYON METRO TOWNSHIP, HERRIMAN CITY, HOLLADAY CITY, KEARNS METRO TOWNSHIP, MAGNA METRO TOWNSHIP, MIDVALE CITY CORP., CITY OF MILLCREEK, MURRAY CITY, RIVERTON CITY, CITY OF SOUTH SALT LAKE, AND WHITE CITY METRO TOWNSHIP

Relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM

For

FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into effective _____ day of _____ 20___ by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, for its Department of Regional Transportation, Housing, and Economic Development ("County") and the following governmental entities: Town of **Alta**, Town of **Brighton**, **Bluffdale** City, **Copperton** Metro Township, **Cottonwood Heights**, **Draper** City, **Emigration Canyon** Metro Township, **Herriman** City, **Holladay** City, **Kearns** Metro Township, **Magna** Metro Township, **Midvale** City Corp., City of **Millcreek**, **Murray** City, **Riverton** City, City of **South Salt Lake**, and **White City** Metro Township, each one of which is a municipal corporation or metro township of the State of Utah located in Salt Lake County. For ease of definition, the above identified cities and townships may be collectively referred to as the "Cities."

RECITALS:

1. In 1974, the U.S. Congress enacted the Housing and Community Development Act of

1974, as since amended (42 U.S.C. 5301 *et seq.*); in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 12701 *et seq.*); and in 2009 the U.S. Congress amended the McKinney-Vento Homeless Assistance Act creating the Emergency Solutions Grants Program (42 U.S.C. 11301 *et seq.*); (collectively referred to as the "Acts"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and the Acts' programs which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

2. The primary objective of the Acts is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Acts in the form of community development block grants ("CDBG"), HOME Investment Partnerships, and Emergency Solutions Grants ("ESG") Program funds to state and local governments to be used in the conduct and administration of housing, shelter, and community development activities and projects as contemplated by the primary objectives of the Acts.

3. To implement the policies, objectives and other provisions of the Acts, HUD has issued rules and regulations governing the conduct of the CDBG, ESG, and HOME programs, published in 24 C.F.R., Part 92, Part 570, and Part 576 (the "Regulations), which Regulations provide that a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations, and thereby become eligible to receive funds from HUD for the conduct of CDBG, HOME, and ESG program activities as an urban county and that the cities and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

4. Since 1981, HUD has amended the Regulations, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period. HUD's amendments to the Regulations also provide that no included city or other unit of general local government covering an additional area may be added to the urban county during that three-year qualification period except where permitted by the Regulations.

5. In 1993, as part of the three-year qualification process, the County entered into an interlocal cooperation agreement with the then existing municipalities within Salt Lake County that did not receive separate CDBG and HOME program entitlement grants. Subsequently, the County entered into a second interlocal cooperation agreement in 2006 with several cities which had incorporated since the 1993 Agreement had been executed. Likewise, in 2017, the County entered into a third interlocal cooperation agreement with several more cities and townships which had incorporated since the 2006 Agreement. The County now wishes to terminate the

three prior interlocal agreements entered into for purposes of authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities and replace them with this sole agreement.

6. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without the city's approval. In order to ensure participation by the Cities in the urban county and as part of the fiscal year 2021-2023 urban county qualification process, the County and the Cities are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development, emergency solutions, and housing assistance activities within the Cities as may be specified in the "Consolidated Plan" (the "Plan") to be submitted to HUD annually by the County to receive its annual CDBG, ESG, and HOME entitlement grants.

7. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 *et seq.* Utah Code Ann. (2020), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

8. Accordingly, the County and the Cities have determined that it will be mutually beneficial and in the public interest to enter into this interlocal agreement regarding the conduct of the County's CDBG, ESG, and HOME program activities and projects.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the Parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement ("Agreement"), together with the approving resolutions of the Cities and the County, shall be submitted to HUD by the County as part of its qualification documentation.

2. The Cities hereby give the County the authority to carry out CDBG, ESG, and HOME Program activities and projects within the Cities' respective boundaries. By entering into this Agreement with the County, the Cities shall be included as a part of the urban county for CDBG, ESG, and HOME program qualification and grant calculation purposes.

3. This Agreement shall be in effect during three CDBG, ESG, and HOME Program years beginning July 1, 2021 and ending June 30, 2024 (e.g., Federal FYs 2021 – 2023) and shall automatically renew for successive three-year periods thereafter.

Each City will participate for the next three Program Years, and for each successive Three-year period thereafter up to a maximum term of 50 years. Subject to termination provisions set forth in Paragraph 13 below, a City may terminate its participation in the Agreement by giving written notice to the County in accordance with the Qualification Schedule provided in HUD's

"Instructions for Urban County Qualification for Participation in Community Development Block Grant ("CDBG") Programs" for the next three-year renewal period. Without regard to whether a Party desires to provide written notice of its intent to terminate participation in this Agreement, it shall remain in effect; until the CDBG, ESG, and HOME funds and program income received (with respect to the activities carried out during the three-year qualification period, and any successive qualification periods under this Agreement) are expended and funded activities completed. No Party may terminate or withdraw from this Agreement while it remains in effect and until this condition is met.

4. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire three-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or Cities may not withdraw from nor be removed from inclusion in the urban county for HUD's grant computation purposes during that three-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD's urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

5. The Cities and the County shall cooperate in the development and selection of CDBG, ESG, and HOME program activities and projects to be conducted or performed in the Cities during each of the three program years and for each successive three-years covered by this Agreement. The Cities understand and agree, however, that the County shall have final responsibility for selecting the CDBG, ESG, and HOME program activities and projects to be included in each annual grant request and for annually filing the Final Statements with HUD.

6. The Cities recognize and understand that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County's annual requests for CDBG, ESG, and HOME program funds and that as the grantee under the CDBG, ESG, and HOME programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG, ESG, and HOME programs, including the projects and activities to be conducted in the Cities. By executing the Agreement, the Cities understand that they (1) may not apply for grants under the Small Cities or State CDBG programs from appropriations for fiscal years during the period in which they are participating in the urban county's CDBG and ESG programs; (2) may receive a formula allocation under the HOME Program only through the urban county (thus, even if the urban county does not receive a HOME formula allocation, Cities cannot form a HOME consortium with other local governments, but no party shall be precluded from applying to the State for HOME funds, if the state allows); and (3) may receive a formula allocation under the ESG Program only through the urban county, but this does not preclude any party from applying to the State for ESG funds, if the State law allows. Accordingly, the Cities agree that, as to all projects and activities performed or conducted in the Cities under any CDBG, ESG, or HOME program grant agreement received by the County which includes the Cities, the County shall have the ultimate supervisory and administrative control.

7. The Cities shall cooperate fully with the County in all CDBG, ESG and HOME program efforts planned and performed hereunder. The Cities agree to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the Cities as may be approved and authorized in the County's CDBG, ESG, and HOME grant agreements, including the Comprehensive Housing Affordability Strategy ("CHAS"). The Cities and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

8. The Cities understand that it will be necessary for the Cities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Cities and that the funds designated in the County's Plan for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 6 above, the Cities will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG, ESG, and HOME programs. The Cities also understand and agree that, pursuant to 24 CFR 570.501 (b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG, ESG, or HOME program funds to any subrecipients, the Cities shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) 24 CFR 576.500 (ESG), and 24 CFR 92.504 (HOME) of the Regulations.

9. All CDBG, ESG, and HOME program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement and its extensions, including those that are identified for projects and activities in the Cities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Final Statement submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

10. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Acts, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG, ESG, and HOME programs. The Cities and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification notice and to submit such amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

In addition the Cities and the County shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development act of 1974 as amended. The Parties further agree that all grants awarded under this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act and will affirmatively further fair housing. See 24 CFR 91.225(a) and 5.105(a).

Further, the Parties hereby agree to comply with section 109 of Title I of the Housing and Community Development act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, and Section 3 of the Housing and Urban Development Act of 1968 as well as all other applicable laws. The Parties shall not fund activities in, or in support of, any City that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the County's fair housing certification.

11. Each City affirms that it has adopted and is enforcing:

(a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

12. During the period of performance of this Agreement as provided in Paragraph 3, each City shall:

(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG Program, 24 CFR 92.2 for the HOME Program, and 24 CFR Part 576.2 for the ESG Program received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG, ESG, and HOME project agreements that will be entered into between the City and the County for the actual conduct of the CDBG, ESG and HOME Programs;

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG, ESG, and HOME project agreements between the City and the County; and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG, ESG, or HOME project agreements mentioned above.

13. This Agreement shall be and remain in force and effect for the period of performance specified in Paragraph 3. When the County has been qualified by HUD as an urban county for a particular three-year qualification period, neither the County nor any City may terminate this agreement or withdraw therefor during that three-year qualification period of performance;

provided, however, if the County fails to qualify as an urban county or does not receive CDBG Funding in any year of the three program years for which it has qualified, or if any federal legislation should change the qualification or entitlement status of the County or any City, the County may terminate this Agreement in whole.

14. If the County qualifies as an urban county and the City is included, the parties agree not to veto or otherwise obstruct the implementation of the approved Plan during the period covered by the Agreement.

15. No party to this Agreement may sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

16. The following provisions are also integral parts 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 hereof.

(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. 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 Act.

(d) *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.

(e) *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.

(f) *Cumulative Remedies.* The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of or in lieu or limitation of, any other right, remedy or priority allowed by law.

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

(h) *Time of Essence*. Time is of the essence in this Agreement.

(i) *Interpretation.* This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah and ordinances of Salt Lake County.

(j) *Notice*. Any notice or other communication required or permitted to be given hereunder 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 at their respective addresses.

(k) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(l) *Joint board.* As required by Utah Code Ann. Sec. 11-13-207, the Parties agree that any cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the Cities' designee.

(m) *Financing Joining Cooperative Undertaking and Establishing Budget.* If there is to be financing of cooperative undertaking a budget shall be established or maintained as stated herein.

(n) *Manner of Acquiring, Holding or Disposing of Property.* In satisfaction of Section 11-13-207 (2) of the Interlocal Act, the Parties agree that the acquisition, holding and disposition of real and personal property acquired pursuant to this Agreement shall be governed by the provisions of applicable law.

(o) *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 entity within the body of this Agreement.

(p) *Attorney Approval*. This Agreement shall be submitted to the authorized attorneys for the County and the Cities for approval in accordance with Utah code Ann. Sec. 11-13-202.5.

(q) *Governmental Immunity*. All Parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. Sec. 63G-7-101, et seq., therefore, consistent with the terms of the Act, the Parties agree that each Party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. The Parties do not waive any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and the Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) *Assignment*. The Cities agree they shall not subcontract, assign, or transfer any rights or duties under this agreement to any other party or agency without the prior written consent of the County.

(s) *Ethical Standards*. The Parties hereto represent that they have 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 any officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (b) retained any person to solicit or secure this contract 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 statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute, Salt Lake County ordinances.

(t) *Supersedes & Terminates Prior Related Interlocal Agreements*. Effective upon all CDBG, ESG, and HOME funds and income received in the three-year period ending June 30, 2021 are expended and the funded activities completed, this Agreement shall supersede and terminate the following interlocal agreements between the County and other Parties to this Agreement which pertain to similar subject matter as this Agreement: Salt Lake County Contract No. BV9303C, Salt Lake County Contract No. BV03192C, and Salt Lake County Contract No. BV043108.

[Signature pages to follow]

SIGNATURE PAGE FOR EMIGRATION CANYON METRO TOWNSHIP
TO THE
INTERLOCAL COOPERATION AGREEMENT
Relating to the conduct of
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,
HOME INVESTMENT PARTNERSHIP PROGRAM, &
EMERGENCY SOLUTIONS GRANT PROGRAM
For
FEDERAL FISCAL YEARS 2021 THROUGH 2023
And successive three-year periods thereafter

EMIGRATION CANYON METRO TOWNSHIP

By: _____
Mayor or Designee

Approved as to Form and
As Compatible with State Law

By: _____

Name: _____

Title: _____

Date: _____

THE EMIGRATION CANYON,
METRO TOWNSHIP

Resolution No. 20-09-02 Date: September 23, 2020

A RESOLUTION OF THE EMIGRATION CANYON METRO TOWNSHIP ADOPTING THE GREATER SALT LAKE MUNICIPAL SERVICES DISTRICT EMERGENCY OPERATIONS PLAN (EOP)

WHEREAS an Emergency Operations Plan (EOP) can reduce the vulnerability of citizens and community of the Township of Emigration Canyon, which is within the jurisdiction of the Greater Salt Lake Municipal Services District, to loss of life, injury, damage and destruction of property during natural, technological, or human-caused emergencies and disasters or during hostile military or paramilitary actions;

WHEREAS an EOP helps the Township of Emigration Canyon, which is within the jurisdiction of the Greater Salt Lake Municipal Services District (GSLMSD), prepare for prompt and efficient response and recovery to protect lives and property affected by emergencies and disasters;

WHEREAS an EOP helps the Township of Emigration Canyon, which is within the jurisdiction of the Greater Salt Lake Municipal Services District (GSLMSD), respond to emergencies using all systems, plans and resources necessary to preserve the health, safety and welfare of persons affected by an emergency;

WHEREAS an EOP helps the Township of Emigration Canyon which is within the jurisdiction of the Greater Salt Lake Municipal Services District (GSLMSD), with recovering from emergencies and disasters by providing for the rapid and orderly restoration and rehabilitation of persons and property affected by emergencies;

WHEREAS an EOP provides an emergency management system encompassing all aspects of pre-emergency preparedness and post emergency response, recovery and mitigation and

WHEREAS Emigration Canyon Metro Townships is within the jurisdiction of the Greater Salt Lake Municipal Services District and desires to adopt the MSD EOP as the Emigration Canyon EOP in the interest of public health, safety and welfare:

As well as these:

NOW THEREFORE, BE IT RESOLVED BY THE EMIGRATION CANYON METRO TOWNSHIP COUNCIL AS FOLLOWS:

Section 1. **Provision of emergency management services.** The Greater Salt Lake Municipal Services District provides emergency management services to the Town of Brighton, the Metro Townships of Kearns, Magna, Emigration Canyon, White City, and Copperton; and unincorporated Salt Lake County.

Section 2. **Adoption of the National Incident Management System (NIMS).** The

Emigration Canyon Metro Township hereby adopts the National Incident Management System (NIMS) as a framework to integrate and coordinate the emergency response and recovery actions of all levels of government.

Section 3. **Adoption of an Emergency Operations Plan.** The Emigration Canyon Metro Township Council hereby adopts the Emergency Operations Plan previously adopted by the MSD as the Emigration Canyon EOP and attached hereto as Exhibit A.

PASSED AND APPROVED:

Passed and approved by the Emigration Canyon Metro Township Council this 23rd day of September 2020.

_____

Joe Smolka, Mayor

ATTEST:

_____

Sherrie Swensen, Clerk

D A T E T H U R S D A Y A U G U S T 27, 2020

THE EMIGRATION CANYON METRO TOWNSHIP COUNCIL, STATE OF UTAH, MET ELECTRONICALLY ON THURSDAY, AUGUST 27, 2020, PURSUANT TO ADJOURNMENT ON THURSDAY, JULY 16, 2020, AT THE HOUR OF 7:00 P.M., VIA ZOOM.COM.

COUNCIL MEMBERS
ELECRONICALLY PRESENT: DAVID BREMS
CATHERINE HARRIS
GARY BOWEN
JENNIFER HAWKES, Deputy Mayor
JOE SMOLKA, Mayor

OTHERS IN ATTENDANCE: DAVID CHURCH, LEGAL COUNSEL
SHERRIE SWENSEN, METRO TOWNSHIP CLERK
By: NICHOLE WATT, DEPUTY CLERK

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Mayor Joe Smolka, Chair, presided.

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Mayor Smolka read the following statement regarding Utah Code 52-4-202:

Pursuant to Utah Code 52-4-202 the undersigned, as Chair of the Emigration Canyon Metro Township Council, hereby declares that providing an anchor location for the electronic meetings of the Council will present a substantial risk to the health and safety of those who may be present at the anchor location for the following reasons:

The Township is located in Salt Lake County and is still under an “Yellow” alert stage for the COVID 19 pandemic; and

The regular meeting place for the Council (the Fire Station in the Canyon) does not have sufficient space in the meeting room to provide for the recommended physical distancing to keep people safe from infection.

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STAFF MEETING

The Council reviewed the following items, which it will consider at its public meeting to be held tonight or at a future public meeting:

- Flood ordinance
- Emigration Canyon Metro Township General Plan update
- CARES Act Funding
- COVID-19 update

- Hiring of new legal counsel
- Road paving update
- Street signage
- Noise and speed control update
- Watershed plan

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PUBLIC MEETING

Community Input

Citizen Public Comment

Mark Tracy, Emigration Canyon Homeowners Association, stated several fissures and cracks have been identified in the Emigration Oaks subdivision along a popular hiking trail. He asked what the Council was doing to address this issue; someone might fall into one of the holes and get seriously hurt.

Council Member Harris stated she was not sure where the sink holes are that Mr. Tracy is referring to.

Mr. Tracy stated directly east of the hole that was repaired last year. Some of the holes are 15 to 20 feet deep.

Council Member Harris stated it would not be correct to call the trail in that area a public trail. The homeowner's association for that subdivision spends a lot of time trying to keep people that are not a resident of the subdivision off the trail. She was not sure this was the responsibility of the Emigration Canyon Metro Township Council.

Mr. Tracy stated the trail was there long before the subdivision was built. If a person does get seriously injured because of the sink holes in this area, he will make sure that person knows the Emigration Canyon Metro Township Council knew about the holes and did nothing to fix them.

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Willy Stockman stated the Department of Water Quality is aware that funds are limited relating to the Watershed Plan. The Department is willing to help wherever it can to reach out to stakeholders and get support within the community to help with the plan.

Council Member Harris stated during the staff meeting the following three options were discussed towards the creation of a watershed plan. She asked Ms. Stockman what option she would prefer.

Option 1 – Issue the RFP as drafted with the knowledge that there is no way all the work can be completed that is prescribed.

Option 2 - Forego creating a watershed document. The Council could prioritize work element goals and issue an RFP based on the prioritized goals.

Option 3 – Approach this plan as a series of task or separate projects. Initially the Council would engage someone to create a document which complies all the available data, research, and recommendations. RFPs for individual work elements would be issued after all information is prioritized.

Ms. Stockman stated she would prefer option three.

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Emigration Canyon Community Council Report

Bill Toby, Chair, stated the brush chipping project has been completed. There were roughly 850-man hours donated towards the project. Community members are in favor of getting additional officers to help enforce noise and speed issues within the canyon.

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Unified Police Department (UPD)

Officer Jake Elsasser updated the Council on calls for service during the month of July. He reviewed the speed study for the canyon and noticed speeds are increasing since the road has been repaved.

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Unified Fire Authority (UFA)

Captain Michael Conn stated a UFA paramedic passed away earlier this month. Crews were sent to California to help with the fires and Louisiana to help with the hurricanes. An abandoned house was burned down the night before it was scheduled to be demolished, the incident is under investigation. Training for new recruits will begin in February 2021. Riverton City will be Unified Fire Service Area but will contract directly with UFA.

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Council Business

Forest Survey Letter

There was nothing to discuss at this time.

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Watershed Plan

Council Member Harris stated Sandy Wingert, Department of Water Quality, will support whatever the Council decides to do. It is not unusual for entities to modify its objectives once a grant is received. It takes 12-15 months to complete a project once it is initiated, so the Council is not behind on its time commitment.

Council Member Brems asked how the Council would find the right person to compile the information.

Council Member Harris stated Ms. Wingert would provide the Council some guidance with this. It might be appropriate to create a separate RFP for this task.

Mayor Smolka, seconded by Council Member Brems, moved to proceed with Option 3. The motion passed unanimously.

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Emergency Operations Plan (EOP)

Mayor Smolka stated the Emergency Operations Plan (EOP) was emailed out to council members as well as hard copies made available. Since that time, a few minor changes have been made to the plan as recommended by himself and Council Member Bowen.

Deputy Mayor Hawkes stated the contact information listed in the Emergency Operations Plan are not correct. Also, she would like to see additional clarification as far as earthquake faults and the re-routing of I-80 through Emigration Canyon if a need arises.

Mayor Smolka stated the rerouting of I-80 was included in the plan because it would open Emigration Canyon up to the potential of receiving additional funding, which could be used for roads and hillside stabilization. He suggested the Council approve the plan including the minor corrections.

Council Member Harris, seconded by Council Member Hawkes, moved to approve the Emergency Operation Plan with the recommended changes. The motion passed unanimously.

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Legal Issues

- Flood Control Ordinance

David Church, Legal Counsel, Emigration Canyon Metro Township, stated he has prepared a standard ordinance for Flood Control to fit the Emigration Canyon Metro Township

format, however, he does not see it on the agenda tonight for adoption. The adoption of the ordinance will help citizens with the premium cost on flood insurance. He asked that this be included on next month's agenda.

- CenturyLink Franchise Agreement

Mayor Smolka asked about the CenturyLink franchise agreement.

Mr. Church stated he used the template suggested by CenturyLink and adjusted it to fit Emigration Canyon Metro Township needs with additions from CenturyLink. He has not heard anything back from them. This is a replacement contract to the one CenturyLink had with the Salt Lake County. It would give the township the ability to deal with CenturyLink directly. He will follow up with the contract and see where it is in the process.

- Sink Holes in Emigration Oaks Subdivision

Council Member Harris asked for advice relating to comments made by Mark Tracy during tonight's Citizen Input.

Mr. Church stated he does not know anything about the trail so he cannot comment for sure. However, the Council needs to be concerned if this is a public trail that the township is claiming and maintaining. Generally, if it is a public facility and the Council knows of a defect and does not take reasonably steps to take care of it, then there is a potential for a claim against the city.

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Budget Items

Mayor Smolka stated he signed the Clerk's Office bill as well as one other. No bill has been received for CodeRED. He is working with the Greater Salt Lake Municipal Service District (MSD) to get the budgets ready for next year. The projected revenues are $201,900 with a contribution from the MSD for the total budget of $584,193. Fees for elections, legal, and insurance all went up. Also included in next year's budget is a $10,000 annual fee for the Emergency Operation Plan. A more complete budget will be presented next month.

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Minutes

Council Member Brems, seconded by Council Member Harris, moved to approve the minutes of the Emigration Canyon Metro Township meetings held on June 18, June 25, and July 16, 2020. The motion passed unanimously.

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Council Member Reports

Unified Police Department (UPD) & Salt Lake Valley Law Enforcement Service Area (SLVLESA)

Council Member Brems stated a committee was created to negotiate the departure of Taylorsville City. At this time Midvale City will not be leaving UPD. The Board spent time looking at a five-year plan to get officer pay within the top three law enforcement agencies in Utah. Frank Nakamura, SLVLESA, will be presenting to the Council information on a possible property tax cap increase being discussed at the legislature.

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Planning Commission

Nothing new to report.

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Unified Fire Authority (UFA) & Unified Fire Service Area (UFSA)

Council Member Bowen stated Riverton City is leaving UFSA and contracting directly with UFA. The details of this move are still be worked out.

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Animal Services

Council Member Bowen stated Rita Lund was appointed chair for the Animals Services Advisory Board.

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Wasatch Front Waste and Recycling District (WFWRD)

Council Member Harris stated Pam Roberts, Chief Executive Officer, WFWRD, has taken a leave of absence until the 21st of September. WFWRD may ask for funding from each member entities CARES Act funding. The amount would be based on population.

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Website

Deputy Mayor Hawkes stated she added a link for the CARES Act report.

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CodeRED

Deputy Mayor Hawkes stated the bill for CodeRED has been paid. The Emigration Improvement District (EID) needs to be invoiced for half the amount of the invoice.

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Greater Salt Lake Municipal Services District (MSD)

Mayor Smolka stated budget meetings have been held multiple times a month and is moving forward. The MSD is operating with 25 percent of the staff at the office and the rest of the staff working from home, productivity is up. The 4700 South project received a $15-$18 million grant. Over the next few years, the MSD will need to come up with the $5.5 million to fund the remainder of the project.

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Landfill Council

Mayor Smolka stated at the first of the year, compost costs will go up to $15 a yard.

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Council of Governments

Nothing to report.

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Wasatch Front Regional Council (WFRC)

Mayor Smolka stated a presentation was given on what funds the township is eligible for. There may be funding to widen the canyon road to help accommodate bike traffic better.

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Other Announcements

Resurfacing of Roads

Council Member Brems stated in the past the main canyon road up to Middle Tree has been resurfaced at the same time as the main road. But it is not being done this time. He asked how the Council could make sure this part of the road was included.

Mayor Smolka stated he is meeting with the employees from Salt Lake County this week and will ask about it. He would like to pave all the way to the fake sidewalk. However, if that happens the speeds will increase in that area. Striping is being done in the canyon as well.

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Signage

Council Member Brems asked if all the signage was completed below the fire station. When it gets completed information needed to be added to the website explaining what the signage means and why it was replaced.

Mayor Smolka stated the signage is not completed.

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Jersey Barriers

Council Member Harris asked at what point the jersey barriers would be replaced down the canyon from the fire station. There are several areas with debris in the road.

Mayor Smolka stated the barriers will be replaced once the stripping is done. Additional barriers will be added across the road from the Pioneer Ridge Road.

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Alternative Corridor

Council Member Harris asked if there was a way to track the increased traffic through Emigration Canyon if Parley's Canyon is closed. Emigration Canyon road does not have the capacity to handle all the increased traffic. Funding should be available if Emigration Canyon road is designated as an alternative corridor.

Mayor Smolka stated the township will have increased funding opportunities to make the use of the road safe.

Council Member Harris stated there needs to be some type of information available showing just what the road through Emigration Canyon can handle.

Officer Jake Elsasser, Unified Police Department, stated he would gather the data for the Council.

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Cycling Lane

Council Member Brems stated as a cyclist he is concerned about people who put their garbage cans and park cars in the cycling lane. The Council needs to hold a discussion on what can be done about that.

Mayor Smolka stated if it is a designated bike lane, then people cannot park on it. He asked Officer Elsasser to check on what can be done with garbage cans that are put in the bicycle lane.

Officer Elsasser stated there are ordinances that can be used to deal with cars and trailers parked in the bicycle lanes. He will look into what can be done with garbage cans.

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Power Given to Townships

Mayor Smolka stated he wanted to take a minute and address the power that has been given to townships. This past week he made a call to Deputy Mayor Catherine Kanter regarding the closure of Parley's Canyon and how it was affecting Emigration Canyon negatively. Shortly after the phone call, Parley's Canyon was reopened.

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Emergency Operations Plan

Council Member Harris stated she has reviewed the Emergency Operations Plan, which is very complicated and thought it would be a good idea to have a gathering to practice some of the procedures within the plan.

Mayor Smolka stated he agreed, it would be worth practicing so the Council would be familiar with it.

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THERE BEING NO FURTHER BUSINESS to come before the Council at this time, the meeting was adjourned.

SHERRIE SWENSEN, METRO TOWNSHIP CLERK

By _____
Deputy Clerk

D A T E THURSDAY AUGUST 27, 2020

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MAYOR, EMIGRATION CANYON METRO TOWNSHIP COUNCIL