
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: November 13, 2007

SUBJECT: **Interlocal Cooperation Agreement with Salt Lake County for purchase of land at 7153 Reindeer Drive – water pumping station**

AFFECTED COUNCIL DISTRICTS: None (Located in Salt Lake County)

STAFF REPORT BY: Lehua Weaver

ADMINISTRATIVE DEPT. AND CONTACT PERSON: Public Utilities
Jeff Niermeyer or Karryn Greenleaf

The Salt Lake City Department of Public Utilities is pursuing the purchase of property owned by Salt Lake County located at 7153 Reindeer Drive. The property abuts an existing water pump station and is currently encumbered by three water lines. Purchasing the property will allow the Department to maintain and secure the property as needed with the operations of the pump station. The amount of the purchase would be \$2,018, and would come from existing funds within the Public Utilities budget.

The amount of \$2,018 represents back taxes outstanding for the property. The property is approximately .13 acre.

In keeping with the State Code relating to Interlocal Cooperation Agreements, this must come to the Council because of the transfer of real property, and the budget component.

CC: Lyn Creswell, Sam Guevara, Jeff Niermeyer, Karryn Greenleaf

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

SEP 06 2007
ROSS C. "ROCKY" ANDERSON
MAYOR

COUNCIL TRANSMITTAL

To: 
Lyn Creswell
Chief Administrative Officer

August 17, 2007

RE: Interlocal Cooperation Agreement for the purchase of a parcel of land located at 7153 Reindeer Drive by Salt Lake City from Salt Lake County

Recommendation: That the Council approve the above-noted Agreement and forward it to the Mayor for execution on behalf of Salt Lake City Corporation.

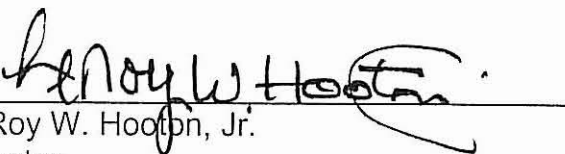
Availability of Funds: \$2,018

Discussion: Salt Lake City Corporation through its Department of Public Utilities owns a water pumping station adjacent to the above mentioned property. Salt Lake City has requested Salt Lake County to declare the property surplus and to sell the property to Salt Lake City for the security and enhancement of the pump station site and for the protection of the three (3) existing water lines which encumber the Salt Lake County owned property.

The County and the City agree the mutual benefit afforded the citizens of City and County from this grant and the City's willingness to maintain the Property and its payment of back taxes in the amount of \$2,018.00 constitutes sufficient consideration as contemplated under Section 11-13-214 of the Interlocal Cooperation Act and no other consideration shall pass between City and County.

Contact Person: Jeffry T. Niermeyer at 483-6785 or Karryn Greenleaf at 483-6769.

Submitted By:


LeRoy W. Hooton, Jr.
Director

kg
attachments
cc: file

LEROY W. HOOTON, JR.
DIRECTOR

SALT LAKE CITY CORPORATION

DEPARTMENT OF PUBLIC UTILITIES
WATER SUPPLY AND WATERWORKS
WATER RECLAMATION AND STORMWATER

ROSS C. "ROCKY" ANDERSON
MAYOR

August 20, 2007

Mayor Ross C. Anderson
Mayor of Salt Lake City
City/County Building
Room 306
Salt Lake City, Utah 84111

Re: Interlocal Cooperation Agreement for the purchase of a parcel of land located at 7153 Reindeer Drive by Salt Lake City from Salt Lake County

Dear Mayor Anderson:

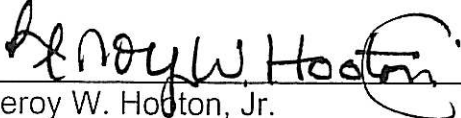
Please find enclosed two (2) original agreements for the above-mentioned project for your consideration and approval.

Salt Lake City Corporation through its Department of Public Utilities owns a water pumping station adjacent to the above mentioned property. Salt Lake City has requested Salt Lake County to declare the property surplus and to sell the property to Salt Lake City for the security and enhancement of the pump station site and for the protection of the three (3) existing water lines which encumber the Salt Lake County owned property.

The County and the City agree the mutual benefit afforded the citizens of City and County from this grant and the City's willingness to maintain the Property and its payment of back taxes in the amount of \$2,018.00 constitutes sufficient consideration as contemplated under Section 11-13-214 of the Interlocal Cooperation Act and no other consideration shall pass between City and County.

I recommend that you sign the agreements, have them notarized and forward them to the City Recorders Office for further processing.

Sincerely,


Leroy W. Hooton, Jr.

Director

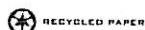
/kg

Cc: file

1530 SOUTH WEST TEMPLE, SALT LAKE CITY, UTAH 84115

TELEPHONE: 801-483-6900 FAX: 801-483-6818

WWW.SLCGOV.COM



RESOLUTION NO. _____ OF 2007
AUTHORIZING THE APPROVAL OF AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN
SALT LAKE CITY CORPORATION AND
SALT LAKE COUNTY, UTAH

WHEREAS, Title 11, Chapter 13, Utah Code Ann., 1953, allows public entities to enter into cooperative agreements to provide joint undertakings and cooperative actions; and

WHEREAS, Salt Lake County owns property located at approximately 7153 South Reindeer Drive and is willing to transfer such property to the City for valuable consideration; and

WHEREAS, attached agreement has been prepared to accomplish said purposes;

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

1. It does hereby approve the execution and delivery of the following:

AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN SALT LAKE CITY CORPORATION AND SALT LAKE COUNTY, UTAH REGARDING TRANSFER OF COUNTY REAL PROPERTY TO THE CITY.

2. Ross C. "Rocky" Anderson, Mayor of Salt Lake City, Utah, or his designee, is hereby authorized to approve said agreement on behalf of Salt Lake City Corporation, subject to such minor changes that do not materially affect the rights and obligations of the City thereunder and as shall be approved by the Mayor, his execution thereof to constitute conclusive evidence of such approval.

Passed by the City Council of Salt Lake City, Utah, this _____ day of _____, 2007.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:



SENIOR CITY ATTORNEY

HB_ATT-#1666-v1-Resolution_re_interlocal_with_County_to_transfer_real_property_

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement") is made effective _____, 2007, by and between SALT LAKE COUNTY, a body corporate and politic of the state of Utah (the "County"), and SALT LAKE CITY, a Utah municipal corporation (the "City").

RECITALS:

A. UTAH CODE ANN. § 11-13-202 provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. The County and the City are public agencies as contemplated in the referenced sections of the Utah Code (more specifically referred to as *Utah Code Ann.* § 11-13-101, *et seq.* - Interlocal Cooperative Act).

D. The County owns property located at approximately 7153 South Reindeer Drive (3455 E.). The parcel is also known as Parcel No. 22-26-277-016. The property is more particularly described in Schedule "1", attached (the "Property").

E. The County's transfer of the Property to the City is an interest in real property as contemplated in the Interlocal Cooperative Act.

F. The City desires to use the Property for City's water facilities located on adjoining property for the mutual benefit of County and City residents.

G. The County desires to formally transfer and convey to the City, and the City desires to formally take and receive from the County, the Property for the purposes and on the terms and conditions set forth in this Agreement.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
GRANT**

Section 1. **Grant.** The County hereby agrees to grant and convey to the City the Property, outlined in the quit claim deed attached hereto as Schedule "1".

**ARTICLE 2
CONSIDERATION**

Section 2. County and City agree the mutual benefit afforded the citizens of City and County from this grant and the City's willingness to maintain the Property and its payment of back taxes in the amount of \$2017.43 constitutes sufficient consideration as contemplated Section 11-13-214 of the Interlocal Cooperation Act. No other consideration shall pass between County and City unless stated herein.

**ARTICLE 3
ADDITIONAL PROVISIONS**

Section 3. **No Interference.** The County shall not unreasonably obstruct or interfere with the free and unimpeded use of the Property by the City.

Section 3.1. **Duration.** The grant herein shall be perpetual.

Section 3.2 **General Provisions.** 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.

(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 hereto 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 the essence of this Agreement.

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

(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 set forth above.

(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. § 11-13-207, the parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's designee and the City's mayor or designee. Any real or personal property used in the parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such joint board.

(m) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(n) Manner of Acquiring, Holding or Disposing of Property. The real property will be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

(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 entirety within the body of this Agreement.

(p) Attorney Review. This Agreement shall be submitted to the authorized attorneys for the County and City for approval in accordance with Utah Code Ann. § 11-13-202.5.

(q) 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 an 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 2.81, Salt Lake County Code of Ordinances, (2001) or of Salt Lake City's conflict of interest ordinance, (Chapter 2.44, Salt Lake City Code)); 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 or Salt Lake City ordinances.

IN WITNESS WHEREOF, the City, by resolution duly adopted by its Council, a copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its Recorder; and the County, by resolution of its Council, a copy of which is attached hereto, caused this Agreement to be signed by the Mayor, or his designee, his or her signature being duly notarized.

SALT LAKE COUNTY

By: _____
Mayor or Designee

STATE OF UTAH)
 ss.
County of Salt Lake)

On this _____ day of _____, 2007, personally appeared before me _____, who being duly sworn, did say that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

Notary Public
Residing in Salt Lake County

[SEAL]

Salt Lake City

By: _____
Mayor or Designee

ATTEST:

APPROVED AS TO FORM:

_____, City Recorder

E Russell Vitt

Senior, City Attorney

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By *[Signature]*
Deputy District Attorney
Date *6-20-07*

Quit Claim Deed

Schedule 1

STATE OF UTAH)
 :ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 2007, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Quit Claim Deed was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County