
SALT LAKE CITY COUNCIL STAFF REPORT

DATE: January 6, 2009

SUBJECT: **Interlocal Agreement with Salt Lake County for transfer of County owned property to the City located at 1714 South 500 West - Storm Drain Detention Basin property**

AFFECTED COUNCIL DISTRICTS: District 2

STAFF REPORT BY: Lehua Weaver

ADMINISTRATIVE DEPT. AND CONTACT PERSON: Department of Public Utilities
Jeff Niermeyer, Karryn Greenleaf

CC: David Everitt, Jeff Niermeyer, Jim Lewis, Karryn Greenleaf, Jennifer Bruno

KEY ELEMENTS:

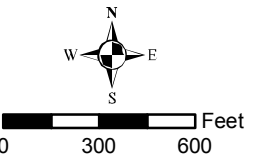
The Department of Public Utilities operates and maintains a Regional Detention Basin for storm water drainage located at 1714 South 500 West, immediately west of the I-15 freeway overpass. The basin was constructed in a joint effort between the City and County under an Interlocal Cooperation Agreement on County owned property. It was the intent at the time of the construction agreement to eventually deed the property to the City, because the basin has been maintained and operated by the City since it was constructed.

There is no budget impact to this property transfer. Since the City has maintained and operated the basin since it was constructed, the receipt of the property will not result in any additional operational expenses. In exchange for this continued maintenance of the property, the County will deed the property over to the City at no charge.

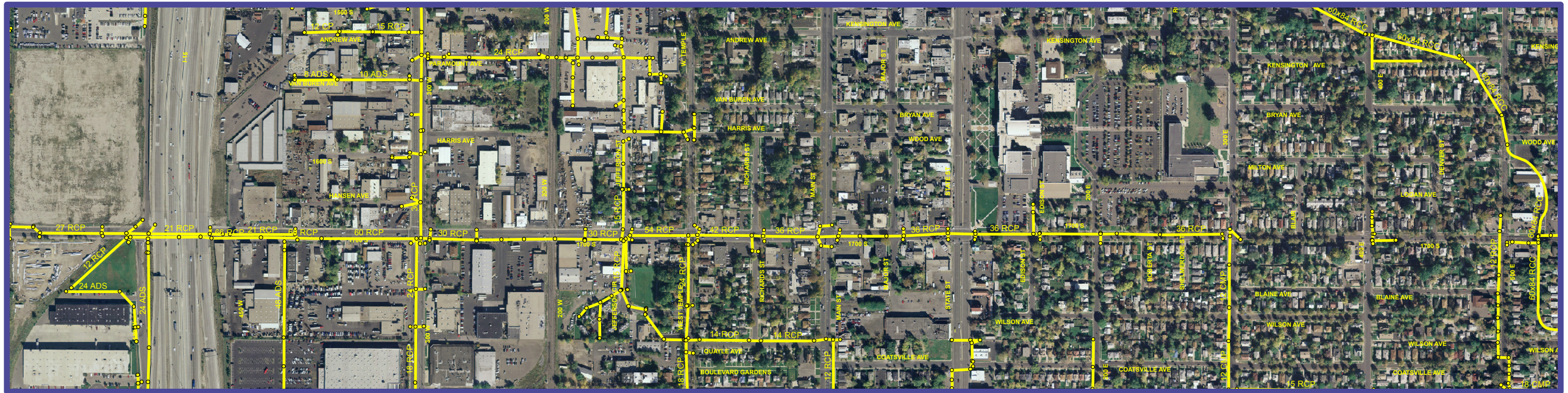
This basin in the storm drain system primarily handles drainage along 1700 South between 500 West and approximately 400 East, and also collects some drainage from South Salt Lake. (The Administration has provided the attached map indicating drainage points that feed into this basin.)

This type of collaboration is common for the County and City on storm drainage projects, because the City's storm water collection efforts are an integral piece of the Countywide controls.

The parcel is currently zoned General Commercial (CG). The property could not be used for other development, because of the need to access the property for maintenance. This transaction would combine ownership with existing maintenance responsibilities all within the City.



- Storm Man Hole
- Storm Drain Pipe



DEC 11 2008
DEC 09 2008

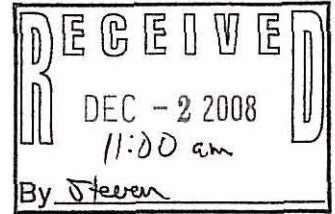
JEFFRY T. NIERMAYER
DIRECTOR

SALT LAKE CITY CORPORATION

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

RALPH BECKER
MAYOR

CITY COUNCIL TRANSMITTAL



[Signature]
David Everitt, Chief of Staff

Date Received: 12-8-08
Date sent to Council: 12-9-08

TO: Salt Lake City Council
Jill Remington-Love, Chair

DATE: December 1, 2008

FROM: Jeffry T. Niermeyer *[Signature]*
Director of Public Utilities

SUBJECT: Transfer of County owned property located at 1714 South 500 West to Salt Lake City *[Signature]* 12/1/08

STAFF CONTACT: Jeffry T. Niermeyer
Deputy Director
801-483-6770

DOCUMENT TYPE: Interlocal Agreement

RECOMMENDATION: It is recommended by the Public Utilities Administration that the Interlocal Agreement be approved for signature by the Mayor to allow the transfer of the Regional Detention Basin property located at 1714 South 500 West to Salt Lake City Public Utilities to be used as part of the existing Salt Lake City storm drain system.

BUDGET IMPACT: No funds are needed for the property transfer.

BACKGROUND/DISCUSSION: Salt Lake County and Salt Lake City in the past entered into an agreement to jointly construct and maintain specific storm drain facilities located within the Salt Lake City service boundary. The County was to deed the property over to Salt Lake City after a period of time. The County has determined that it is now time to transfer the ownership of the detention basin located at the above noted address.

PUBLIC PROCESS: The agreement is being review for approval through the Salt Lake County Council process, the Salt Lake County Real Estate Division is recommending approval to the Salt Lake County Council.

Resolution No. _____ of 2008
Authorizing the Approval of an
Interlocal Cooperation Agreement
Between Salt Lake City Corporation and
Salt Lake City County

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

WHEREAS, the 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:

Interlocal Cooperation Agreement Between Salt Lake City Corporation and Salt Lake City County Concerning the Conveyance of a Storm Water Detention Pond Located at Approximately 1714 South 500 West.

2. The effective date of the agreement shall be the date it is signed by all parties to the agreement.

3. Ralph E. Becker, 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 which 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 _____, 2008.

SALT LAKE CITY COUNCIL

By: _____
CHAIRPERSON

ATTEST AND COUNTERSIGN:

CHIEF DEPUTY CITY RECORDER

APPROVED AS TO FORM:

SENIOR SALT LAKE CITY ATTORNEY

HB_ATT-#6338-v1-Resolution_for_Interlocal_Agreement_with_Salt_Lake_County_12-08

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective this ___ day of _____, 20___, 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 City and the County are public agencies as contemplated in the above referenced sections of the Utah Code (more specifically referred to as UTAH CODE ANN. § 11-13-101, *et seq.* - Interlocal Cooperative Act).

D. The conveyance of property provided herein is an interest in real property as contemplated in the Interlocal Cooperative Act.

E. The County detention pond at approximately 1714 South 500 West, which is part of Salt Lake City's municipal drainage system. The property is more particularly described in exhibit "A" (the "*Property*").

F. 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.

AGREEMENT:

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 CONVEYANCE

The County shall irrevocably convey to the City the Property for the purpose of operating and maintaining a detention pond. The City shall be solely responsible for maintaining the Property in good condition and shall repair or replace improvement thereon as necessary to maintain its function.

**ARTICLE 2
CONSIDERATION**

County and City agree that in consideration of the mutual benefit afforded the citizens of City and County and the exchange of agreed upon consideration in accordance with Section 13-11-214 of the Interlocal Cooperation Act, the County will convey the Property to City as outlined above.

**ARTICLE 3
ADDITIONAL PROVISIONS**

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. No real or personal property will be acquired, held or disposed of or used in a joint or cooperative undertaking.

(o) Termination. There is no permissible method or methods to be employed to accomplish the partial or complete termination of this Agreement.

(p) 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.

(q) 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.

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.

CITY OF SALT LAKE

SALT LAKE COUNTY

By: _____
Mayor Ralph Becker

By: _____
Mayor or Designee

APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 12-9-08
By [Signature]

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By [Signature]
Deputy District Attorney
Date 11-4-08

ATTEST:

_____, City Recorder

APPROVED AS TO FORM:

_____, City Attorney

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

On this ____ day of _____, 20__, 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.

[SEAL]

Notary Public
Residing in Salt Lake County

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

On the ____ day of _____, 20__ personally appeared before me Ralph Becker, who duly acknowledged to me that he is the Mayor of the City of Salt Lake and that he executed the foregoing Interlocal Cooperative Easement Agreement on behalf of the City of Salt Lake.

[SEAL]

Notary Public
Residing in Salt Lake County

Exhibit A

DESCRIPTION FOR S.L. CITY DETENTION BASIN

Two parcels of land being all of an entire tract located in the Southwest Quarter of Section 13, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said entire tract is described as "EXCEPTING THEREFROM THE FOLLOWING PROPERTY WHICH WAS CONDEMNED BY SALT LAKE COUNTY:" in that certain RELEASE OF GENERAL LEASE ASSIGNMENT recorded in Book 8268 Pages 5561 through 5563, at the Salt Lake County Recorder's Office. The boundary of said entire tract of land is described as follows:

Beginning at the intersection of the South right-of-way line of 1700 South St. and the West right-of-way line of a 50.00 foot wide right-of-way frontage road of Interstate 15, which point is S 89°59'39" W 74.33 feet along the 1700 South monument line and S 3°08'00" E 35.09 feet from the monument at the intersection of 1700 South St. and 500 West St., said monument being N 0°07'10" E 33 feet and N 89°59'39" E 33 feet from the Northeast Corner of Lot 12, Block 1, 5 Acre Plat B, Big Field Survey; thence S 3°08'00" E 309.65 feet along the easterly boundary line of said entire tract and westerly right-of-way line of said frontage road to the southerly boundary line of said entire tract; thence S 89°59'39" W 429.17 feet along said southerly boundary line to the southeasterly right-of-way line of a Denver and Rio Grande Western Railroad Spur; thence N 47°17'18" E 455.87 feet along the northwesterly boundary line of said entire tract and said railroad right-of-way line to said South right-of-way line of 1700 South St.; thence N 89°59'39" E 77.29 feet along the northerly boundary line of said entire tract and South right-of-way line of 1700 South St. to the point of beginning.

The above described entire tract, consisting of two parcels of land, contains a total of 78,294 square feet in area, or 1.797 acres, more or less.