

RESOLUTION #19-19C

A RESOLUTION AUTHORIZING THE EXECUTION OF A COOPERATIVE INTERLOCAL AGREEMENT BETWEEN SANDY CITY AND WHITE CITY METRO TOWNSHIP RELATING TO PROPERTY CONVEYANCE OF SANDY CANAL TRAIL AND STORMWATER IMPROVEMENTS.

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the Sandy City and the White City Metro Township desire to work together to complete property conveyance of Sandy Canal Trail and stormwater improvements between 9400 South and 10600 South, Salt Lake County, Utah; and

WHEREAS, the City and the District intends to set the obligations and responsibilities of both parties in completion of these improvements; and

WHEREAS, it has been determined that the best interests of the City and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein; and

WHEREAS, the attached agreement has been prepared to be entered into concurrently with the Interlocal Cooperation Agreement between Sandy City and White City Metro Township for Construction of Sandy Canal Trail and Stormwater Improvements (Resolution #19-20C) and the Amendment to Storm Drainage and Flood Control Agreements between Salt Lake County and Sandy City (Resolution #19-21C) to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached agreement described as an Interlocal Cooperative Agreement between Sandy City and White City Metro Township relating to property conveyance of Sandy Canal Trail and stormwater improvements.
2. The Hon. Kurt Bradburn, Mayor of Sandy City, is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

DATED this ____ day of _____, 2019

Kristin Coleman-Nicholl
Sandy City Council

ATTEST:

City Recorder

RECORDED this ____ day of _____, 2019.

INTERLOCAL COOPERATION AGREEMENT
between
SANDY CITY
and
WHITE CITY METRO TOWNSHIP

**FOR PROPERTY CONVEYANCE OF SANDY CANAL TRAIL AND STORMWATER
IMPROVEMENTS**
[Between 9400 South and 10600 South, Salt Lake County, Utah]

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this __ day of _____, 2019 (the "Effective Date") between SANDY CITY, a municipal corporation of the State of Utah ("Sandy City"), and **White City Metro Township**, a municipal corporation of the State of Utah ("White City"). Sandy City and White City are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, UTAH CODE ANN. § 11-13-101, *et seq.* (the "Interlocal Cooperation Act"), authorizes public agencies to enter into joint agreements with each other on a basis of mutual advantage to provide services and facilities in a manner consistent with best geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties have worked together to design the Sandy Canal Trail, with upgraded stormwater collection, in the location of the Sandy Canal from Carnation Drive to 10600 South, Salt Lake County, Utah pursuant to Interlocal Agreement, dated May 3, 2019, (attached hereto as Exhibit "1")(the "Project") and will work together to construct the Project pursuant to the Interlocal Cooperation Agreement between Sandy City and White City Metro Township for Construction of Sandy Canal Trail and Stormwater Improvements; and

WHEREAS, White City desires Sandy City to complete the Project and dedicate the same to White City following completion; and

WHEREAS, the Parties further desire to address the conveyance and dedication of real property by Sandy City to White City throughout the course of the Sandy Canal including the Project ("Property"), and maintenance of improvements of such Property, where such Property lies within the boundaries of White City; and

WHEREAS, the Parties desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both Parties in future ownership and maintenance of the Property, including the Project.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and provisions contained herein, the Parties mutually hereby agree as follows:

1. **Project.** Sandy City shall construct the Project in accordance with the Interlocal Cooperation Agreement between Sandy City and White City Metro Township for Construction of Sandy Canal Trail and Stormwater Improvements entered into concurrently with this Agreement. It is understood and agreed the Project is one of three phases of the overall Sandy Canal Trail and Storm Water improvements, as referenced in Section 2 of this Agreement, that are being undertaken by Sandy City, Salt Lake County and White City.

2. **Other Improvements.** The Project limits are approximately Carnation to 10600 South. In addition to the Project, other Sandy Canal trail and stormwater improvements will be constructed within the boundaries of White City Metro Township from approximately Dimple Dell to 9400 South as shown in Exhibit A of this Agreement, which is attached hereto and incorporated herein by this reference. To the extent any part of the Sandy Canal trail is outside the boundaries of White City Metro Township, the Parties will use their best efforts to make any necessary boundary adjustments to bring any such part inside the boundaries of White City Metro Township. As shown in Exhibit A, the phases of construction, including the Project, are referred to herein as the "Blue Phase," "Yellow Phase," and "Red Phase."

3. **Conveyance.** Upon completion of each phase of construction and acceptance of the same by Sandy City, Sandy City shall transfer ownership of the Property and improvements to White City, as set forth in this Section.

a. Sandy City shall grant and White City shall accept the Property in the Yellow Phase, to be conveyed by quitclaim deed as set forth in Exhibit A.

b. Sandy City shall grant and White City shall accept the Property in the Red Phase, to be conveyed by quitclaim deed as set forth in Exhibit A.

c. Sandy City shall grant and White City shall accept the Property in the Blue Phase, to be conveyed by quitclaim deed as set forth in Exhibit A. Sandy City shall retain an easement for the purpose of operating, maintaining, repairing and replacing stormwater improvements in the Blue Phase needed to handle stormwater from properties located within Sandy City.

d. The quitclaim deeds for each phase shall be prepared and executed by Sandy City and delivered to White City upon completion of construction for that phase.

4. **Ownership, Operation, and Maintenance of the Project.** It is agreed by the Parties, Sandy City will convey the Property to White City by phase, upon completion of trail and/or stormwater improvements, as applicable, for that phase. White City will thereafter have the sole responsibility for operation, maintenance, repair and replacement of the Project, except that

April 2019 Sandy Canal Trail Conveyance Agreement

stormwater improvements in the Blue Phase shall be operated, maintained, repaired and replaced by Sandy City.

5. **Termination**. The term of this Agreement shall be 50 years, except that if construction of trail or stormwater improvements for the Blue Phase, Yellow Phase or Red Phase do not commence within ten years from the date of this Agreement, this Agreement shall terminate ten years after its effective date.

6. **Miscellaneous Provisions**. The following provisions are also an integral part 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 thereof.

(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) *Liability and Indemnification*. The Parties are both governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. § 63-30-1, et seq.) (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Act nor does any Party waive any limits of liability currently provided by the Act.

(e) *Severability*. The provisions of this Agreement are severable, and should any provision hereof be deemed void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement, and those other provision shall remain in full force and effect.

(f) *Waiver of Breach*. Any waiver by either Party of any breach of any kind or character whatsoever by the other Party, whether such breach be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

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

(h) *Interpretation*. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. This Agreement is the result of arms-length negotiations between the Parties, and both Sandy City and White City have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the Parties affirms its

April 2019 Sandy Canal Trail Conveyance Agreement

desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor of the non-drafting Party.

(i) *Notice.* Any notice required or permitted to be given hereunder shall be deemed sufficient if given by any communication in writing and 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 as set forth below:

Township: White City Metro Township
Attn: Paulina F Flint
10467 S Carnation Drive
Sandy, UT 84094

Copy To: Paul H Ashton, Esq.
Boyack Ashton LC
1237 E Lorraine Drive
Salt Lake City, UT 84106

City: Sandy City Public Utilities Director
10000 Centennial Parkway, Suite 241
Sandy, UT 84070

Copy to: Sandy City Attorney's Office
10000 Centennial Parkway, Suite 301
Sandy, UT 84070

(j) *Assignment.* Neither Party may assign its rights or delegate its duties under this Agreement to any other person(s) or entity(ies) without prior written consent of the other Party.

(k) *Survival.* All of the Parties' respective representations, covenants, warranties, and obligations including, without limitation, any obligation to indemnify, set forth herein shall survive the Termination of this Agreement.

(l) *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.

(m) *Interlocal Cooperation Act.* In satisfaction of the requirements of the Interlocal Cooperation Act, and in connection with this Agreement, the Parties hereby agree as follows:

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

April 2019 Sandy Canal Trail Conveyance Agreement

(ii) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act;

(iii) 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 Cooperation Act;

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

(v) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the representatives for both White City and Sandy City, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(n) *Protection of the Scrivener.* No provision of this Agreement, nor any ambiguities that may be contained within this Agreement, shall be construed against any Party on the grounds that such Party or Party's counsel drafted the provision at issue or that the provision at issue contains a covert, representation or warranty of such Party.

(o) *Agency.* No agent, employee or servant of the Sandy City, White City, or MSD is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each party to its employees including, but not limited to, worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other party. Sandy City, White City, and MSD shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees, and servants during the performance of this Agreement. Sandy City acts as an independent contractor, and is not an employee or agent of White City in the performance of this Agreement.

(p) *Force Majure.* No party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that part, including but not limited to acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, any party shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

(q) *No Obligatin to Third Parties.* The Parties agree that the Parties' obligations under this Agreement are solely to each other. This Agreement shall not confer any rights to third parties.

(r) *Governing Law.* The laws of the State of Utah govern all matters arising out of this Agreement.

April 2019 Sandy Canal Trail Conveyance Agreement

(s) *Ethical Standards.* The Parties each represent that it has 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; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statutes or either Parties' ordinances, rules of regulations; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee or former officer or employee of the other to breach any of the ethical standards set forth in Parties' ordinances, rules of regulations.

IN WITNESS WHEREOF, the Parties hereto enter into this Agreement as of the date first written above.

SANDY CITY

By: _____
Mayor Kurt Bradburn

Date: _____

Attest:

By: _____
Molly Spira, Sandy City Recorder

Approved as to Legal Form:

By: _____
Sandy City Attorney

WHITE CITY METRO TOWNSHIP,
a Utah municipal corporation

By: Paulina F. Flint
Mayor Paulina F. Flint

Approved as to Legal Form:

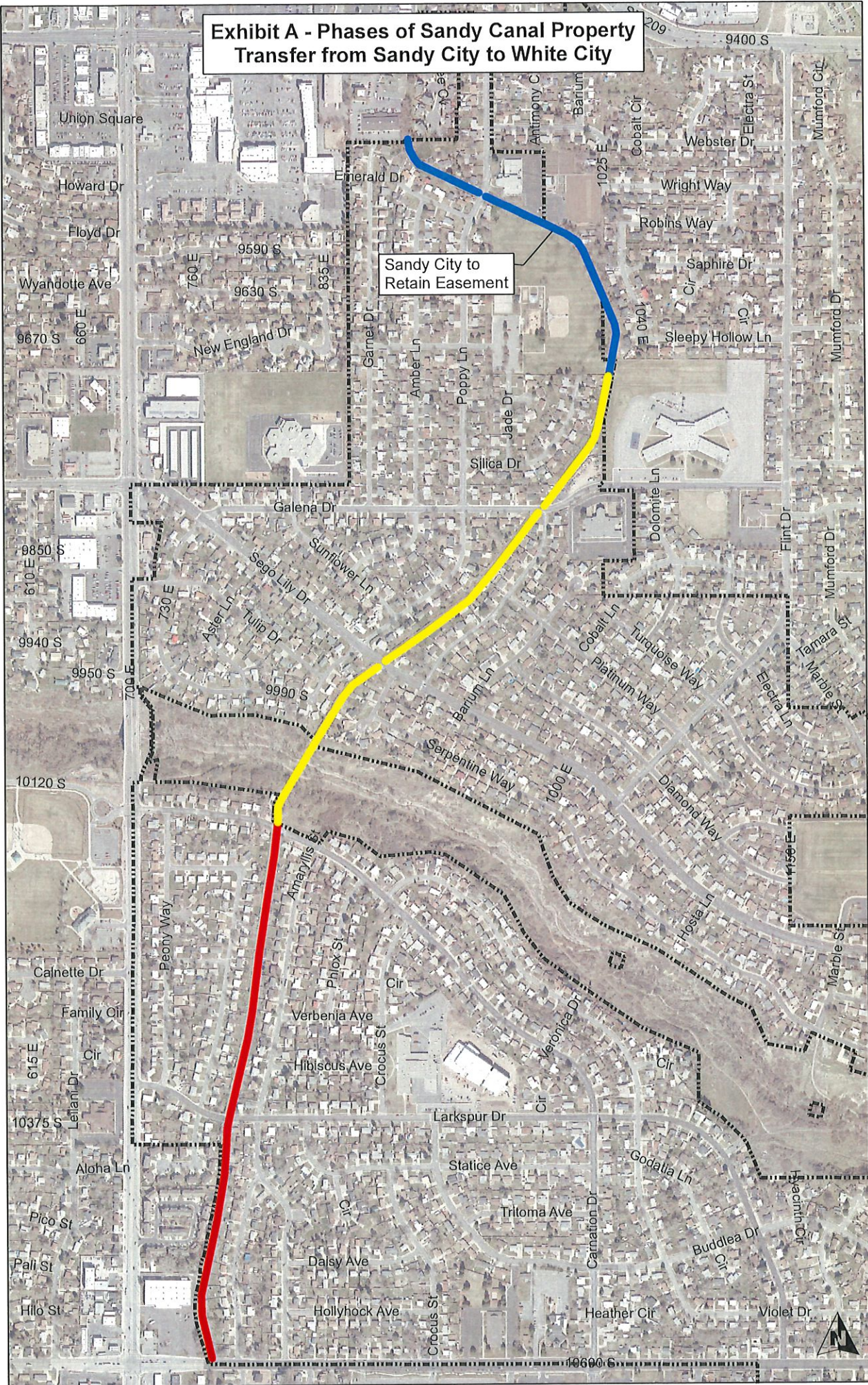
By: [Signature]
White City Attorney

Please

SANDY CITY APPROVALS

Department LB
Risk Mgt. CBP
Budget BK
Legal Form TD
Purchasing Compliance BL

Exhibit A - Phases of Sandy Canal Property Transfer from Sandy City to White City



RESOLUTION NO.: 18-04-02 DATE: 04-05-2018

A RESOLUTION OF THE WHITE CITY METRO TOWNSHIP COUNCIL APPROVING AND ADOPTING AN INTERLOCAL AGREEMENT BETWEEN WHITE CITY AND SANDY CITY FOR THE DESIGN OF THE WHITE CITY-SANDY CANAL TRAIL

RECITALS

- A. The White City Metro Township ("White City") is a Metro Township pursuant to Utah Code Annotated ("UCA") §§ 10-2a-401 *et seq.*
- B. The White City Metro Township Council ("Council") is a Metro Township Council pursuant to UCA §§ 10-3b-501 *et al.*
- C. Sandy City ("Sandy") is a City and neighboring municipality to White City.
- D. Sandy and White City desire to promote the development of a trail along the confluence of the decommissioned Sandy Canal.
- E. As a part of the development of the trail, a design of the trail is needed to determine trail aesthetics and the overall costs to construct.
- F. Partnering with Sandy via an interlocal agreement allows White City and Sandy to more effectively and efficiently achieve work towards the common goal of constructing the trail.

RESOLUTION

THEREFORE BE IT RESOLVED by the White City Metro Township Council, the Council approves and adopts the attached Interlocal Cooperation Agreement between White City and Sandy City for the design of the White City-Sandy Canal Trail, hereinafter to be known as Attachment "A" to this resolution, for the mutual benefit of White City and Sandy.

APPROVED and ADOPTED in the White City Metro Township, Salt Lake County, State of Utah on this 5 Day of April, 2018.

WHITE CITY METRO TOWNSHIP COUNCIL




Paulina F. Flint, Mayor

Exhibit 1

ATTESTED:


SHERRIE SWENSEN
SALT LAKE COUNTY CLERK
METRO TOWNSHIP CLERK/RECORDER

APPROVED AS TO FORM:


METRO TOWNSHIP ATTORNEY

Voting:

Councilmember Cutler voting	<u>Ate</u>
Councilmember Dickerson voting	<u>Ate</u>
Councilmember Flint voting	<u>Ate</u>
Councilmember Perry voting	<u>Ate</u>
Councilmember Price voting	<u>Ate</u>

RESOLUTION #18-21 C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN WHITE CITY AND SANDY CITY RELATING TO THE DESIGN OF SANDY CANAL TRAIL

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into cooperative agreements to provide joint undertakings and services; and

WHEREAS, the City desires to complete design of certain improvements to the Sandy Canal Trail ("Design") and the Township agrees to provide funding to the City to assist in completing the Design; and

WHEREAS, the Township and City desire set the obligations and responsibilities of both parties in City's completion of the Design; and

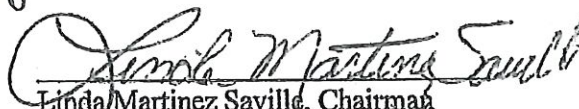
WHEREAS, it has been determined that the best interests of the City and the general public will be served by the execution of the attached Interlocal Cooperation Agreement and by participating as required therein; and

WHEREAS, the attached agreement has been prepared to accomplish such purpose.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached agreement described as an interlocal agreement between White City and Sandy City relating to the design of Sandy Canal Trail.
2. The Hon. Kurt Bradburn, Mayor of Sandy City, is hereby authorized to execute the agreement on behalf of Sandy City Corporation and to act in accordance with its terms.

DATED this 1st day of May, 2018.


Linda Martinez Saville, Chairman
Sandy City Council

ATTEST:

Molly Jira

City Recorder

RECORDED this 2nd day of May, 2018.



INTERLOCAL COOPERATION AGREEMENT

Between

SANDY CITY

And

WHITE CITY METRO TOWNSHIP

FOR DESIGN OF SANDY CANAL TRAIL

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2018, between WHITE CITY METRO TOWNSHIP, a municipal corporation of the State of Utah (hereafter "Township"), and the SANDY CITY, a municipal corporation of the State of Utah ("City"). The Township and City are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Utah Code Ann. § 11-13-101, et seq. (the "Interlocal Cooperation Act"), authorizes public agencies to enter into joint agreements with each other to do what each agency is authorized by law to perform; and

WHEREAS, the City desires to complete design of certain improvements to the Sandy Canal Trail (the "Design") and the Township desires to provide funding to the City to assist in completing the Design;

WHEREAS, the Township and City desire to enter into this interlocal cooperation agreement to set forth the obligations and responsibilities of both parties in City's completion of the Design.

AGREEMENT:

NOW, THEREFORE, the Parties mutually agree as follows:

1. Improvement Project. The City intends to complete the Design or cause the Design to be complete as set forth in **Exhibit A** of this Agreement, attached hereto and incorporated by reference. The City hereby agrees that design work related to this Agreement will be competitively bid in compliance with all applicable procurement rules.

2. Payment. Within sixty (60) days after receipt (as defined in section 3.I. of this Agreement) of an invoice by the Township, the Township shall pay to the City a portion of the

actual cost of completing the Design, in the amount of fifty percent (50%) of the bid amount. If actual cost exceeds the bid amount, the Township shall pay fifty percent (50%) of actual costs.

3. Miscellaneous Provisions. The following provisions are also an integral part 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 thereof.

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. Liability and Indemnification. The Parties are both governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. § 63-30-1, et seq.) (the "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act.

E. 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.

F. 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.

G. Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

H. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and both City and County have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with no regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

I. Notice. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by any communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is

deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

Township: White City Metro Township
Attn: Paulina F Flint
10467 S Carnation Drive
Sandy, UT 84094

Copy To: Paul H Ashton, Esq.
Boyack Ashton LC
1237 E Lorraine Drive
Salt Lake City, UT 84106

City: Sandy City Public Utilities Director
10000 Centennial Parkway, Suite 241
Sandy, UT 84070

Copy to: Sandy City Attorney's Office
10000 Centennial Parkway, Suite 301
Sandy, UT 84070

J. Delegation. Neither party may assign its rights or delegate its duties under this Agreement to any other person(s) or entity(ies) without written consent of the other party.

K. Survival. All of the parties' respective representations, covenants and warranties and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive the Closing and the delivery of any deeds, bills of sale or the like contemplated herein.

L. 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.

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

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of this Agreement shall be filed with keeper of records of each Party, pursuant to Section 11-13-209 of the Interlocal Act;
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by a joint board of the public works directors of the City and the County, or their designees. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

N. Protection of the Scrivener. No provision of this Agreement, nor any ambiguities that may be contained within this Agreement, shall be construed against any party on the grounds such Party or Party's counsel drafted the provision at issue or that the provision at issue contains a covert, representation or warranty of such Party.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this Agreement.



SANDY CITY, a Utah municipal corporation

Kurt Bradburn, Mayor

ATTEST:

Molly Spira, City Recorder

APPROVED AS TO FORM:

METRO TOWNSHIP ATTORNEY

WHITE CITY METRO TOWNSHIP,
a Utah municipal corporation

By:

Paulina F. Flint, Mayor

SANDY CITY APPROVALS

Department TW

Risk Mgt. CB

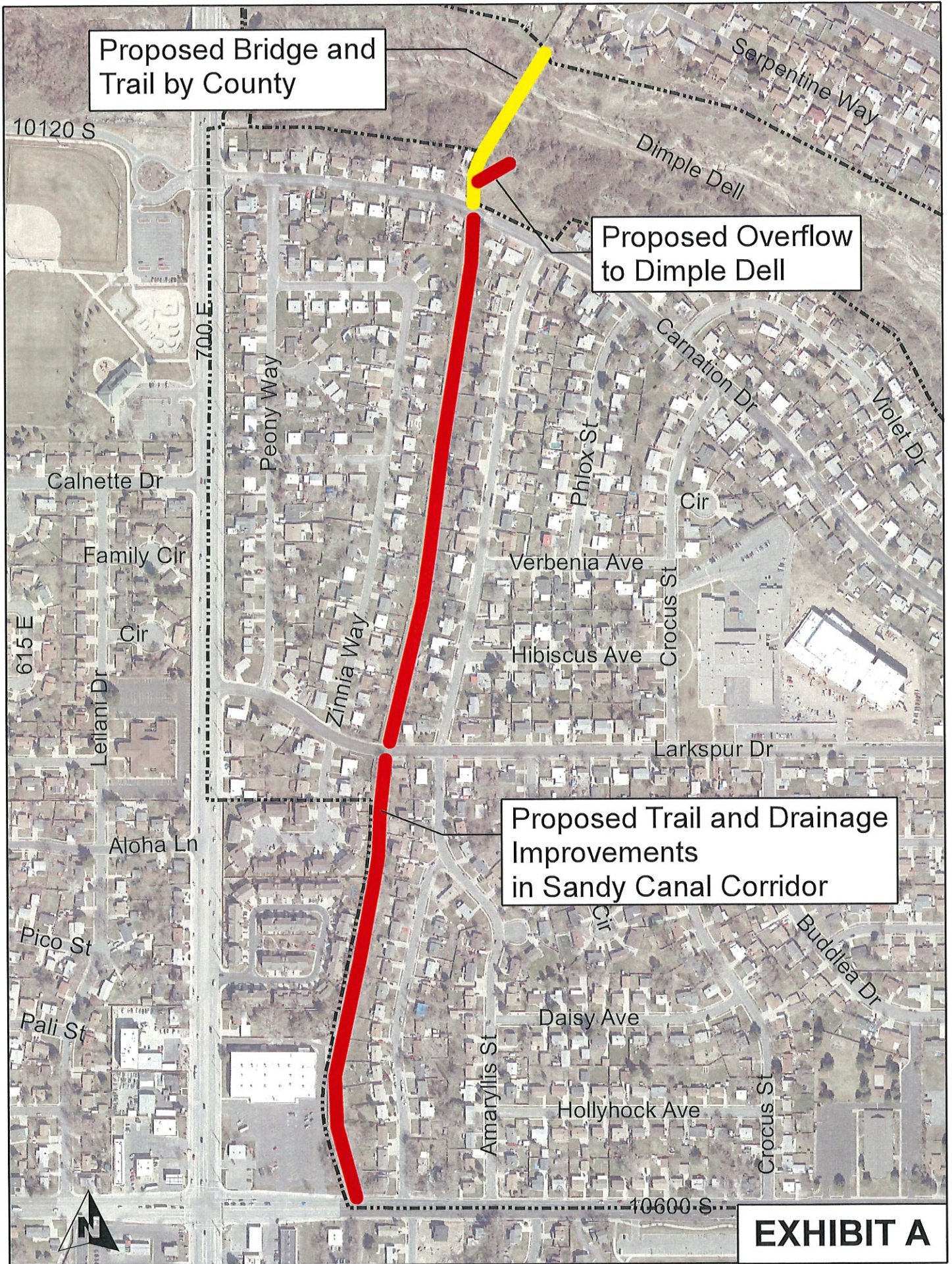
Budget BK

Legal Form DA

Purchasing Compliance EL

ATTACHMENT

“A”



Proposed Bridge and Trail by County

Proposed Overflow to Dimple Dell

Proposed Trail and Drainage Improvements in Sandy Canal Corridor

EXHIBIT A

WHITE CITY METRO TOWNSHIP

RESOLUTION NO.: 19-04-02

DATED: April 4, 2019

A RESOLUTION OF THE WHITE CITY METRO TOWNSHIP
COUNCIL APPROVING AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN SANDY CITY AND WHITE CITY METRO
TOWNSHIP FOR PROPERTY CONVEYANCE OF SANDY CANAL
TRAIL AND STORMWATER IMPROVEMENTS BETWEEN DIMPLE
DELL AND 10600 SOUTH, SALT LAKE COUNTY, UTAH

RECITALS

- A. The White City Metro Township (the "Metro Township") is a Metro Township pursuant to Utah Code Annotated §§ 10-2a-401 *et seq.*
- B. Sandy City is a municipality that owns the Sandy Canal (the "Canal"), which is an irrigation canal that runs through White City.
- C. Sandy desires to enter into an agreement with White City to vacate the canal easement, and for the easement to be developed into a multi-use trail for the use of pedestrians, cyclists, and other non-motorized uses, as well as certain stormwater improvements.
- D. White City, also desires to work with Sandy to develop the trail along the canal easement and for the property to be deeded to White City after the trail and stormwater improvements are developed.
- E. To their mutual agreement and commitment to the goals of the trail, the attached Agreement between White City and Sandy City, hereinafter to be known as Exhibit "A," has been created for consideration and possible approval.

F. White City and Sandy view the completion of the trail and stormwater improvements as beneficial to fulfilling the public needs of both White City and Sandy City.

RESOLUTION

THEREFORE, IT IS RESOLVED the White City Metro Township Council hereby approves and authorizes the Mayor to sign, pending approval as to form by Metro Township legal, the attached agreement with Sandy City, hereinafter known as Exhibit A, to facilitate the conveyance of the trail property along the Sandy Canal between Dimple Dell and 10600 South.

APPROVED AND ADOPTED in the White City Metro Township, Salt Lake County, Utah this 4 day of April, 2019.

BY: Paulina F. Flint
Paulina F. Flint, Mayor

ATTEST

Sherrie Swensen
Sherrie Swensen
Salt Lake County Clerk
Metro Township Clerk/Recorder

APPROVED AS TO FORM:

Paul H. Ashton
PAUL H. ASHTON
METRO TOWNSHIP ATTORNEY

VOTING

Councilmember Cutler voting	<u>Aye</u>
Councilmember Dickerson voting	<u>Aye</u>
Mayor Flint voting	<u>Aye</u>
Councilmember Perry voting	<u>Aye</u>
Councilmember Price voting	<u>Aye</u>