



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Meeting Agenda

City Council

Scott Cowdell
Maren Barker
Kristin Coleman-Nicholl
Chris McCandless
Steve Fairbanks
Linda Martinez Saville
Stephen P. Smith

Tuesday, April 26, 2016

5:15 PM

Council Chambers

Web address to view complete packet: <http://sandyutah.legistar.com>

The Sandy City Council has adopted Rules of Procedure which are available at the rear of the Council Chambers and online at: <http://sandy.utah.gov/government/city-council/procedure-guidelines.html>. Public comments during the Citizen Comment portion of the City Council meeting, or those offered during a Public Hearing may not exceed 3 minutes. If you wish to comment on a public hearing item(s), please hold your comments until that item is being discussed. Work Session items may or may not occur prior to 7:00 PM. Items not concluded during the Work Session will occur in the regular Council Meeting at the conclusion of other official business. Consent Calendar items have been previously considered or are otherwise routine in nature and will be considered in a single motion unless a Council Member wishes to discuss an item separately. In compliance with the Americans with Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (801) 568-7141.

4:30 Dinner

5:15 Work Session

Agenda Planning Calendar Review

Council Member Business

Council Office Director's Report

Mayor's Report

CAO Report

Information Items

1. [16-161](#) Sandy City Amphitheater and Hale Centre Theatre construction site tours.

7:00 Council Meeting

Roll Call

Opening Remarks / Prayer / Pledge of Allegiance

Citizen Comments

Consent Calendar

2. [16-182](#) Council Member Nicholl recommending the City Council amend the Council agenda policy to incorporate Legistar agenda procedures.
Attachments: [Revised Agenda Policy for Legistar](#)
3. [16-187](#) Approval of the March 29, 2016 City Council Meeting Minutes.
Attachments: [March 29, 2016 City Council Meeting Minutes](#)
4. [16-188](#) Approval of the April 5, 2016 City Council Meeting Minutes.
Attachments: [April 5, 2016 City Council Meeting Minutes](#)
5. [16-186](#) Approval of the April 12, 2016 City Council Meeting Minutes.
Attachments: [April 12, 2016 City Council Meeting Minutes](#)
6. [16-201](#) Police Department requesting the City Council approve resolution authorizing the expenditure of asset forfeiture funds.

7:05 Public Hearing(s)

7. [ANEX-2-16-4](#)
[972](#) Community Development Department recommending the City Council approve the Hirschi Annexation, thereby annexing property located at approximately 3319 East Wasatch Pines Lane in Salt Lake County, comprising approximately 20.6 acres into Sandy City and zoning the property to the R-1-15 Zone.
Attachments: [Staff Report2](#)
[HIRSCHI-ORDINANCE](#)
[HIRSCHI-RESOLUTION](#)
[HIRSCHI NOTICE](#)
8. [16-189](#) Finance Department recommending City Council adopt Resolution #16-27C adopting tentative budgets for Sandy City and Alta Canyon Recreation District for FY 2017; scheduling a public hearing; and providing for public access to tentative budgets and schedules.
Attachments: [Resolution 16-27C Tentative Budget](#)

Council Items

9. [16-176](#) Council Member Fairbanks recommending the Council adopt proclamation declaring the month of May as Brain Tumor Awareness Month in Sandy City.
- Attachments:** [2016 Brain Tumor Awareness Month](#)
10. [16-185](#) Parks & Recreation is recommending the City Council adopt the Sandy City Arbor Day Proclamation
- Attachments:** [2016 Arbor Day Proclamation](#)
11. [16-177](#) Public Works Department recommending the City Council adopt new Cable Communications Franchise Ordinance.
- Attachments:** [Resolution for Ordinance #16-19](#)
[Exhibit A - Cable Franchise Ordinance](#)
12. [16-190](#) Recess of City Council meeting to convene a meeting of the Sandy City Redevelopment Agency.
- Attachments:** [4-26-16 RDA Agenda](#)
[Memo of Agenda items](#)
[RDA Resolution 16-04 Approving Parking Agreement and parking payment agr](#)
[Fair Market Parking Memo](#)
[Resolution 16-05 Approving Participation Agreement with WCF \(Canal\)](#)
[RDA Minutes 03.29.16](#)

Completion of reports and other items not held in the Work Session.

Adjournment



Staff Report

File #: 16-161, **Version:** 1

Date: 4/26/2016

Agenda Item Title

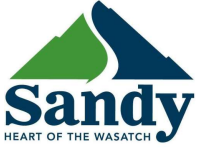
Sandy City Amphitheater and Hale Centre Theatre construction site tours.

Presenter

Scott Bond

Recommended Action and/or Suggested Motion:

Information only, no action required.



Staff Report

File #: 16-182, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Council Member Nicholl recommending the City Council amend the Council agenda policy to incorporate Legistar agenda procedures.

Presenter

Council Member Nicholl and/or Mike Applegarth

Description/Background:

On August 18, 2015 the City Council adopted a policy guiding the compilation of the weekly agenda. The Council Office has recently completed the implementation of the new agenda management system, Legistar by Granicus. The proposed changes in the agenda policy incorporate the tools and timelines of agenda management now available through Legistar.

Future Dependent Action:

The Council Office staff will include any new changes to the agenda policy in the Council's policy manual.

Recommended Action and/or Suggested Motion:

Motion to approve the City Council agenda policy as revised.

Sandy City Council

Legislative Policies and Procedures

Original Approval Date: August 18, 2015

Revision: April 26, 2016

Chapter:

Section:

Date Council Approved:

SUBJECT: Sandy City Council Agenda Policy

BACKGROUND:

This policy establishes the process and procedures for preparing and submitting issues or items for consideration by the City Council. The City Council usually meets weekly on Tuesday evenings. An informal planning/work meeting begins at 5:15 pm, and is followed by a formal action meeting which begins at 7:00 pm. The schedule of City Council meetings is posted on the Utah Public Notice website at: <http://www.utah.gov/pmn/index.html>.

The process and procedures put forth in this policy apply to agendas for both meetings. This policy is divided into two sections. The first section provides a brief overview of the agenda building process. The second section outlines the requirements and procedures for preparing and submitting issues or items for consideration by the City Council.

Departments and other parties will prepare items for submission using these guidelines. Submissions are to be made electronically in a set of pdf documents. Handing out materials at the meeting is discouraged.

POLICY:

Agenda Building Process

Agendas are generally built 2 weeks, or 1 meeting, in advance.

- Twelve (12) days prior (Thursday 5:00 pm) to the desired consideration meeting date complete agenda items must be entered into Legistar including the staff report and relevant attachments. The contents of the item will vary depending on the nature of the item and the action being requested.
- Eleven (11) days prior (Friday) to the desired consideration meeting date the Chair receives the Legistar pending items report.
- Seven (7) days prior (Tuesday) to the desired consideration meeting date the agenda items will be reviewed by the Council office staff and the Chair. If additions or revisions to an agenda item are requested, the Council office will notify the department or party submitting the item.
- Six (6) days prior (Wednesday) to the desired consideration meeting date the preliminary agenda for the meeting will be established.

Sandy City Council

Legislative Policies and Procedures

- Five (5) days prior (Thursday 5:00 pm) to the desired consideration meeting date the revised agenda items are due with all changes included in Legistar.
- Four (4) days prior (Friday noon) the final agenda is established and published. Agenda packets are distributed to individual members of the City Council and made available to the public.
- The item will be considered on the desired meeting date unless a formal request is made for the item to be withdrawn from the agenda. This request must be made in writing. However, if circumstances require the presenter may make the request for withdrawal verbally at the scheduled hearing but is required to submit a formal request for the withdrawal by noon the following day. Items noticed for a public hearing may still be accorded a public hearing prior to the item being tabled or continued.

Preparing and Submitting Agenda Packets

These general requirements should guide the preparation of agenda packets:

- Complete agenda items must be entered in Legistar twelve (12) days prior (Thursday 5:00 pm) to the desired consideration meeting date. The agenda item must be complete, including the staff report and relevant attachments, before it will be accepted for review.
- If any attachments are not to be posted for public access, submit the document to the Council Office separately and indicate it is only for distribution to members of the City Council, or ensure that the "Show This Attachment On Internet Reports" box is UNCHECKED in the Legistar Attachments tab:

The screenshot shows the Legistar web application interface in 'Legislative Files (Edit Record Mode)'. The main content area is the 'Attachments' tab, which contains a table with the following columns: Name, Internal Notes, Attached On, Time, File Type, and File Size. Below the table, there is a checkbox labeled 'Show This Attachment On Internet Reports' which is circled in red. The interface also includes a sidebar with navigation options like Home, Files, Agendas, Minutes, Search, and Exit. At the top, there are fields for File ID (16-180), Type (Resolution), Status (Draft), In Control (City Council), File Created (4/6/2016), Agenda Date (4/19/2016), and Final Action.

Sandy City Council
Legislative Policies and Procedures

- Departments are responsible for complying with public notice requirements. A copy of the notice must be attached to the agenda item in Legistar.

- All agreements, ordinances, resolutions and other legal documents must be reviewed and approved by the city attorney, or specific written notice given by the city attorney to the Council that such a review is unnecessary.



Staff Report

File #: 16-187, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Approval of the March 29, 2016 City Council Meeting Minutes.

Recommended Action and/or Suggested Motion:

Approve minutes as written.

City Council

March 29, 2016



City Council Chambers
10000 Centennial Parkway, Ste. 211
Sandy, Utah 84070

Scott Cowdell	District 1
Maren Barker	District 2
Kristin Coleman-Nicholl	District 3
Chris McCandless	District 4
Steve Fairbanks	At-large
Linda Martinez Saville	At-large
Stephen P. Smith	At-large

Minutes

Web address to view complete packet: <http://sandy.utah.gov/government/city-council.html>

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Present: Council Members: Chairwoman Kris Coleman-Nicholl, Maren Barker, Scott Cowdell, Steve Fairbanks, Chris McCandless, Linda Martinez Saville, Stephen P. Smith

Administration: Mayor Tom Dolan, CAO Byron Jorgenson, City Attorney Rob Wall, Public Works Director Rick Smith, Parks and Recreation Director Scott Earl, Assistant CAO Scott Bond, Assistant CAO Korban Lee, Deputy Mayor John Hiskey, Public Works Director Shane Pace, Community Development Director Mike Coulam, Long Range Planning Manager/CDBG Mike Wilcox, Administrative Services Director Brian Kelley, Police Chief Kevin Thacker, Fire Chief Bruce Cline.

Note Taker: Pam Lehman

Work Session

- A. Agenda Planning Calendar Review
Chairwoman Kris Nicholl reviewed the calendar.
- B. Council Member Business [5:17:50 PM](#)
Steve Fairbanks proposed that the City recognize May as National Brain Tumor Month.
- C. Council Office Director's Report [5:18:42 PM](#)
Mike Applegarth reported that the Legistar launch date will be on April 12th.
- D. Mayor's Report [5:19:53 PM](#)

Mayor Dolan presented a report to the Council.

E. CAO Report [5:24:21 PM](#)

Byron Jorgenson reported that the Police Dog Hook was retiring.

Chief Thacker updated the Council on training taking place at City Hall.
[5:25:05 PM](#)

Scott Earl reported on a Parks and Recreation employee Derek Sulich who passed away from a drowning accident in Cancun. [5:29:47 PM](#)

F. Community Development Block Grant (CDBG) Proposal Discussion

Mike Wilcox updated the Council on the overview of the CDBG program.
[5:33:06 PM](#)

CDBG Committee Chair Don Gerdy and Alan Setterburg were present.

Don Gerdy spoke regarding the selection process for CDBG applicants.

Council questions were entertained.

G. Parks and Recreation Update

Scott Earl presented an update on various Parks and Recreation projects in the City. [6:04:44 PM](#)

Council questions followed.

H. Council Member Barker requesting discussion of City Council Policy Regarding Use of City Letterhead and City Logo.

Maren Barker presented research on other cities letterhead policies. She asked for the Council's suggestions and recommendations.

Council discussion followed. [6:26:49 PM](#)

The Council agreed to form a group of three Council Members to help refine the policy.

Steve Fairbanks asked if Station 31 still offered smoke detectors. Chief Cline responded yes. [6:42:04 PM](#)

Mayor Dolan read a note from a citizen who lives in an unincorporated island on Alta Villa Drive complimenting Sandy Fire for the prompt response and "amazing" job in controlling a barn fire on their property. [6:42:37 PM](#)

At approximately 6:45 p.m., Chairman Nicholl adjourned Planning Meeting.

7:00 Council Meeting

1. Opening Remarks/Prayer/Pledge of Allegiance

The Prayer was offered by Kaden Gordan, and the Pledge was led by Zach Nelson, representing Beehive Robotics.

2. Citizen Comments [7:03:30 PM](#)

There were no comments.

Special Presentation

3. Beehive Academy Recycling Presentation [7:03:47 PM](#)

Kaden, Austin, Roger, Austin, Zach, Jenivive, Stephanie, inaudible, members with the Beehive Science Technology Academy First Lego League Team, spoke to the Council on their recycling proposal.

Council Discussion followed. [7:10:29 PM](#)

Kris Nicholl thanked Beehive Science for bringing this to the Council's attention. This is not the right time for the City to enact an ordinance due to the current recycling market which is very expensive. [7:10:58 PM](#)

Consent Calendar [7:14:22 PM](#)

4. Approval of the February 23, 2016 City Council Minutes
5. Approval of the March 8, 2016 City Council Minutes
6. Approval of the March 15, 2016 City Council Minutes
7. Resolution 16-22C – cancelling the April 5, 2016 City Council Meeting

Chairwoman Kris Coleman Nicholl noted that Item #7, Resolution 16-22 C canceling the April 5, 2016 City Council Meeting, would be pulled from the consent calendar since there will be a meeting next week.

Motion: Chris McCandless made the motion to approve item's 4-6 on the Consent Calendar, and exempt Item #7 as discussed.

Second: Maren Barker

The Council voiced unanimous in favor of the motion.

7:05 Public Hearing(s)

8. Young Rezone and adoption of Ordinance 116-17: Mr. Eugene Young is requesting to rezone approximately 0.3 acres located at approximately 2718 E. Mount Jordan Road from the R-1-15 "Single Family Residential District" to the R-1-10 "Single Family Residential District. If approved, it would allow for a 2 lot subdivision of the subject parcel and another surrounding property.

Discussion: Mike Wilcox presented a brief explanation of the Staff report. The Planning Commission forwarded a positive recommendation to approve the rezone. [7:15:09 PM](#)

Curt Young, Applicant, explained the purpose of the rezone. [7:16:40 PM](#)

Chairwoman Kris Coleman Nicholl opened the Public Hearing. [7:18:29 PM](#)

Issac Riches, Engineer for the project, stated that he would be happy to answer any question the Council had.

As there were no further comments, the Public Hearing was closed. [7:19:26 PM](#)

Council Discussion followed. [7:20:51 PM](#)

Motion: Scott Cowdell made the motion to approve Ordinance 116-17, Young Rezone to rezone approximately 0.3 acres located at approximately 2718 E. Mount Jordan Road from the R-1-15 "Single Family Residential District" to the R-1-10 "Single Family Residential District.

Second: Linda Martinez Saville

Vote:

Cowdell-yes,

Saville-yes,

Barker-yes,

Fairbanks-yes,

McCandless-yes

Smith-yes,

Nicholl-yes. Motion approved: All in Favor

9. Cove at 114 Rezone and adoption of Ordinance 16-16: Mr. Darren Nate, of Pro Forma Properties, is requesting to rezone approximately 1.65 acres located at approximately 955 East 11400 South from the PO "Professional Office District" to the RM(8) "Residential Multi-Family District". If approved, it would allow for a twin home development of the property creating approximately 13 housing units. [7:22:22 PM](#)

Mike Wilcox reviewed the Staff report. Staff and the Planning Commission

forwarded a positive recommendation to adopt the rezone. [7:23:33 PM](#)

Darren Nate, Applicant, 1718 East Center Stone Court, explained their request and proposal.

Chairwoman Kris Coleman-Nicholl opened the Public Hearing. As there were no comments, the hearing was closed.

Council discussion followed. [7:30:47 PM](#)

Motion: Chris McCandless made the motion to approve Ordinance 16-16, Cove at 114 Rezone to rezone approximately 1.65 acres located at approximately 955 East 11400 South from the PO "Professional Office District" to the RM(8) "Residential Multi-Family District".

Second: Steve Fairbanks

Vote:

McCandless-yes

Fairbanks-yes,

Smith-yes,

Barker-no,

Saville-yes,

Cowdell-yes,

Nicholl-yes. Motion approved: 6 in favor, 1 opposed.

10. Consideration of Resolution 16-25C authorizing an interlocal cooperation agreement with the Redevelopment Agency of Sandy City regarding the payment of \$6,000,000 from Sandy City for the encouragement of economic development activities and the acquisition of certain public parking rights in the South Towne Ridge Economic Development Project Area, and Resolution 16-23C transferring funds within the Capital Projects Fund.

Rob Wall & Brian Kelley explained the purpose and process of the interlocal agreement which will help accommodate parking needs at South Towne Expo Center. [7:38:05 PM](#)

Council comments followed.

Chairwoman Kris Coleman-Nicholl opened the Public Hearing. As there were no comments the hearing was closed.

Motion: Chris McCandless made the motion to approve Resolution 16-25C, authorizing an interlocal agreement with the Redevelopment Agency of Sandy City regarding the payment of \$6,000,000 from Sandy City for the encouragement of economic development activities and the acquisition of certain public parking rights in the South Towne Ridge Economic Development Project Area, and Resolution 16-23C transferring funds within the Capital Projects Fund.

Second: Scott Cowdell

Vote:

McCandless-yes

Cowdell-yes,

Saville-yes,

Smith-yes,

Barker-yes,

Fairbanks-yes,

Nicholl-yes. Motion approved All in Favor.

11. The City Council will recess the Council Meeting to convene a meeting of the Sandy City Redevelopment Agency. [7:47:15 PM](#)

Motion: Scott Cowdell made a motion to adjourn City Council Meeting and convene into Redevelopment Agency Meeting. The Council voiced unanimously in favor of the motion. [7:45:47 PM](#)

Motion: Chris McCandless made the motion to adjourn Redevelopment Agency Meeting and reconvene into City Council Meeting.

Second: Steve Fairbanks

Vote: The Council voiced unanimously in favor of the motion.

Council Items

12. Public Works Department recommending the City Council adopt Resolution 16-19C authorizing the execution of an Interlocal Cooperation Agreement between Salt Lake County and Sandy City for Type III Slurry Seal and repainting lane markings on 1300 East Street from the southern side of the 1300 East/Creek Road intersection to approximately 400' south of the 1300 East/8600 South intersection. [7:50:21 PM](#)

Rick Smith explained the purpose of the interlocal agreement.

Motion: Steve Fairbanks made the motion to approve 16-19C authorizing the execution of an Interlocal Cooperation Agreement between Salt Lake County and Sandy City for Type III Slurry Seal and repainting lane markings on 1300 East Street from the southern side of the 1300 East/Creek Road intersection to approximately 400' south of the 1300 East/8600 South intersection.

Second: Scott Cowdell

Vote: The Council voiced unanimously in favor of the motion.

13. Council Member Fairbanks recommending adoption of revised City Council Rules of Procedure. [7:51:43 PM](#)

Steve Fairbanks entertained questions from the Council on the revised City

Council Rules of Procedure.

Council Discussion Followed. [7:52:39 PM](#)

Motion:

Second:

Vote:

McCandless-yes

Cowdell-yes,

Smith-yes,

Fairbanks-yes,

Barker-yes,

Saville-yes,

Nicholl-yes.

Kris Coleman Nicholl recommended that the City Council adjourn the City Council Meeting in honor of Derek Sulich. She asked that the City Council invite and present a resolution to his family after the funeral. [8:05:27 PM](#)

14. Completion of reports and other items not held in the Work Session.

At approximately 8:10 p.m., Scott Cowdell made a motion to adjourn City Council Meeting, motion seconded by Chris McCandless.

Kris Coleman-Nicholl, Chairwoman
Sandy City Council

Pam Lehman



Staff Report

File #: 16-188, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Approval of the April 5, 2016 City Council Meeting Minutes.

Recommended Action and/or Suggested Motion:

Approve the minutes as written.



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Meeting Minutes

City Council

Scott Cowdell
Maren Barker
Kristin Coleman-Nicholl
Chris McCandless
Steve Fairbanks
Linda Martinez Saville
Stephen P. Smith

Tuesday, April 5, 2016

5:15 PM

Council Chambers

Roll Call

Present: 6 - Council Member Maren Barker
Council Member Kristin Coleman-Nicholl
Council Member Chris McCandless
Council Member Steve Fairbanks
Council Member Linda Martinez Saville
Council Member Stephen P. Smith

Absent: 1 - Council Member Scott Cowdell

Also Present

Administration:

City Attorney Rob Wall
Community Development Director Mike Coulam
Zoning Administrator Brian McCuiston

5:15 Council Tour

[16-172](#)

The Sandy City Council will be touring the Dimple Dell area to look at different aspects of the proposed overlay zoning district. As the Council tours the area, they will discuss concerns that have come up during the overlay zoning district committee meetings. The location of the tour will begin at approximately 10600 South and 1400 East.

The Sandy City Council and Administration toured the Dimple Dell area and stopped at the following locations:

1400 E. 10600 South
1651 E. Badger Cove
1929 E. Dimple Dell Road
2900 E. Dimple Dell Road
10462 S. Four Star Ranch Lane
10216 S. Dimple Dell Road

Tour adjourned at approximately 7:30 p.m.

Kris Coleman-Nicholl
Sandy City Council Chair

Michael Applegarth, Director
Council Office



Staff Report

File #: 16-186, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Approval of the April 12, 2016 City Council Meeting Minutes.

Recommended Action and/or Suggested Motion:

Approve as presented.



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Meeting Minutes

City Council

Scott Cowdell
Maren Barker
Kristin Coleman-Nicholl
Chris McCandless
Steve Fairbanks
Linda Martinez Saville
Stephen P. Smith

Tuesday, April 12, 2016

5:15 PM

Council Chambers

5:15 Work Session

Agenda Planning Calendar Review

Chairwoman Kris Coleman-Nicholl reviewed the Agenda Planning Calendar.

Council Member Business

Chairwoman Kris Coleman-Nicholl presented a citizen recognition proposal and to have the agenda policy brought back on April 26th.

Council Office Director's Report

Mike reported on Granicus. Thanked everyone for getting us to this point

Mayor's Report

Reported on the St. George ULCT Conference.

CAO Report

Korban Lee addressed the Council regarding Adventure Week
Byron Jorgensen addressed the Council and reported that the budget is almost ready to present to the Council. He also addressed Police staffing.
Nick Deurksen addressed the Council regarding various redevelopment projects.
Scott Cowdell commented on Nick's report.

Information Items

1. [16-164](#) Brent Bateman, Office of the Property Rights Ombudsman, Administrative v. Legislative Land Use Decisions
Brent Bateman addressed the Council.

2. [16-167](#) Community Development Department recommending the City Council review the approved 2016 Parking and Access Management Plan update for Rio Tinto Stadium.

Attachments: [Sandy Rio Tinto Stadium PMP 2016 PC Hand Out](#)
[Rio Tinto Stadium PMP](#)
[2016 Parking Management Plan Questions](#)

Jeremy S and another representative addressed the Council with an update of the 2016 Parking and Access Management Plan for Rio Tinto Stadium.

Meeting went into Recess

Meeting Reconvened

7:00 Council Meeting

Roll Call

Present: 7 - Council Member Scott Cowdell
Council Member Maren Barker
Council Member Kristin Coleman-Nicholl
Council Member Chris McCandless
Council Member Steve Fairbanks
Council Member Linda Martinez Saville
Council Member Stephen P. Smith

Also Present

Administration:
Mayor Tom Dolan
CAO Byron Jorgenson
Assistant CAO Scott Bond
Assistant CAO Korban Lee
City Attorney Representative Steve Osborn
Community Development Director Mike Coulam
CDBG Manager Mike Wilcox
Public Works Director Rick Smith
Redevelopment Agency Director Nick Duerksen
Public Utilities Director Shane Pace
Parks and Recreation Director Scott Earl
Police Chief Kevin Thacker
Fire Chief Bruce Cline
Communications Director Nicole Martin
Webmaster Chad Manookin

Opening Remarks / Prayer / Pledge of Allegiance

Scott Bond offered the prayer.
Scott Earl led the audience in the pledge.

Citizen Comments

No comments.

Consent Calendar

3. [16-160](#) City Council Office recommending the City Council adopt Resolution 16-26C cancelling the April 19, 2016 City Council meeting.

Attachments: [Resolution 16-26C](#)

Item adopted.

4. [16-174](#) Approval of the March 22, 2016 City Council Minutes.

Attachments: [March 22, 2016 City Council Minutes](#)

Item approved.

5. [16-178](#) Council Member Nicholl recommending approval of a letter to the Utah Division of Wildlife Resources regarding urban deer.

Attachments: [Draft Letter to the Division of Wildlife Services](#)

Item adopted.

7. [16-162](#) Mayor Dolan requesting the Council's advise and consent on Resolution 16-14M appointing Nancy Day as a regular member to the Sandy City Planning Commission.

Attachments: [Resolution 16-14M](#)

Item adopted.

8. [16-163](#) Mayor Dolan requesting Council's advise and consent on Resolution 16-15M appointing Monica Collard as a regular member to the Sandy City Planning Commission.

Attachments: [Resolution 16-15 M](#)

Item adopted.

Approval of the Consent Calendar

A motion was made by Council Member Fairbanks, seconded by Council Member Smith, to adopt the Consent Calendar. The motion carried unanimously.

7:05 Public Hearing(s)

6. [16-173](#) Community Development Department recommending the City Council approve the proposed budget for the Community Development Block Grant (CDBG) for Fiscal Year 2016-2017 as presented.

Attachments: [Staff Report 16-17 Budget](#)
[CDBG Action Plan](#)
[2016-17 Proposed Budget](#)
[CDBG Presentation](#)

Mike Wilcox presented the staff report to the Council.
Barbara Stallone, Family Support Services, addressed the Council.
Amy Dorsey, South Valley Services, addressed the Council.
Roger Borgenicht, Assist Director, addressed the Council.
Celeste Eggert, Director of the Road Home, addressed the Council.
Paul , representing Big Brothers Big Sisters, addressed the Council.
Pam Bodie, representing the YWCA, addressed the Council.
Calie Mower, Odyssey House, addressed the Council.
Pam , People Helping People, addressed the Council.
Stuart Roust addressed the Council.

A motion was made by Steve Fairbanks, seconded by Linda Martinez Saville, to approve the Community Development Block Grant (CDBG) for Fiscal Year 2016-2017 budget and extend the public hearing to the May 3, 2016 Council meeting to complete review of the CDBG Annual Action Plan. The motion carried by the following vote:

Yes: 7 - Scott Cowdell
Maren Barker
Kristin Coleman-Nicholl
Chris McCandless
Steve Fairbanks
Linda Martinez Saville
Stephen P. Smith

Council Items

9. [16-175](#) The City Council will hear a status update on the new Sandy City website.

Attachments: [New Website Progress Presentation](#)

Nicole Martin and Chad Manookin addressed the Council and gave an update on the new Sandy City website.

Completion of reports and other items not held in the Work Session.

Chris McCandless spoke about the Milestone Home Open House. A plaque was given to the City.

Steve Fairbanks addressed the Council regarding the Association of Municipal Councils (AMC).

Adjournment

A motion was made by Scott Cowdell for Adjournment. The motion carried unanimously.

Meeting adjourned at approximately 8:10 p.m.

Kris Coleman-Nicholl
Sandy City Council Chair

Verene Froisland
Executive Secretary



Staff Report

File #: 16-201, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Police Department requesting the City Council approve resolution authorizing the expenditure of asset forfeiture funds.

Presenter

Chief Kevin Thacker

Background

Chief Thacker will be providing a verbal briefing on this item in the Work Session portion of the City Council meeting.

Recommended Action and/or Suggested Motion:

Motion to approve Resolution authorizing the expenditure of asset forfeiture funds.



Staff Report

File #: ANEX-2-16-4972,
Version: 1

Date: 4/26/2016

Agenda Item Title

Community Development Department recommending the City Council approve the Hirschi Annexation, thereby annexing property located at approximately 3319 East Wasatch Pines Lane in Salt Lake County, comprising approximately 20.6 acres into Sandy City and zoning the property to the R-1-15 Zone.

Presenter

James Sorensen

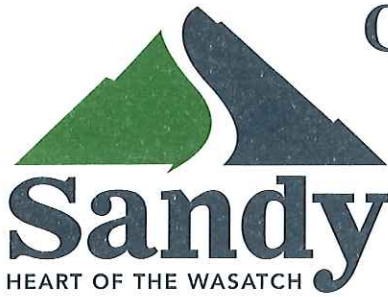
Description/Background:

Lynn Hirschi is requesting annexation for properties located at approximately 3319 East Wasatch Pines Lane in Salt Lake County. The area under consideration for annexation contains thirty-six parcels with different owners. Twenty-seven of the parcels are privately owned with residential dwellings located on them. Nine of the parcels are publicly owned. The applicant is proposing to annex these properties into the City and is requesting the R-1-15 Zone.

Recommended Action and/or Suggested Motion:

Motion to approve the Hirschi Annexation and the R-1-15 Zone based upon the following findings:

1. The area is contiguous to the Sandy City boundary (3 sides).
2. The properties are located within an area designated in the Sandy City General Plan for incorporation.
3. The City is presently providing culinary water, fire service and emergency medical service to this area.
4. The City can provide a high level of other municipal services to these properties.
5. The R-1-15 Zone is appropriate for these parcels based upon the surrounding land uses.



Community Development Department

Tom Dolan
Mayor

Byron Jorgenson
Chief Administrative Officer

Michael G. Coulam
Director

MEMORANDUM

April 11, 2016

To: City Council via Planning Commission
From: Community Development Department
Subject: **Hirschi Annexation (R-1-15) Zone** ANEX-2-16-4972
3319 East Wasatch Pines Lane [Granite, Community #30] 20.6 Acres

HEARING NOTICE: *This item has been noticed to property owners within 300 feet of the proposed annexation.*

BACKGROUND

Lynn Hirschi is requesting annexation for properties located at approximately 3319 East Wasatch Pines Lane. The area under consideration for annexation contains thirty-six parcels with different owners. Twenty-seven parcels are privately owned and have residential dwellings located on them. The remaining nine parcels are publicly owned. The applicant is proposing to annex these properties into the City and is requesting the R-1-15 zone (single family residential on a minimum of 15,000 square foot lots). Nineteen private property owners have consented to be annexed. The remaining eight have not signed a consent form, but have been contacted and are aware of the proposed annexation request.

The subject properties are bordered by Sandy City on three sides.

ANALYSIS

The annexation is being considered by the City for the following reasons:

1. The area is **contiguous** to the Sandy City boundary (three sides).
2. The properties are located within an area designated in the **Sandy City General Plan** for incorporation.
3. The City is presently providing culinary **water, fire service and emergency medical service** to this area.
4. The City can provide a high level of other **municipal services** to these properties.

General Plan

Portions of the **Sandy City General Plan** which relate to this application are as follows:

- p.43 *Recognize that economics alone is not sufficient reason to alter established neighborhoods. Human and environmental impacts also should be recognized.*
- p.44 *Require proposed zoning changes to be in harmony with established neighborhoods.*

Zoning

The subject property is currently zoned R-1-15 in Salt Lake County. The R-1-15 Zone allows single family dwellings on minimum 15,000 square foot lots. In general, when Sandy City annexes a property into the City from Salt Lake County we have always been sensitive to what the property was zoned in the County. In most cases we have been able to zone property to a comparable zone as we annex them into the City. As we have done this we have taken into account the existing properties that are adjacent to the area being annexed and try to assure that the annexed area is compatible with the existing area.

As we annex these parcels into Sandy City, staff is recommending that they be zoned R-1-15. Staff feels that the R-1-15 Zone is appropriate for these parcels.

STAFF RECOMMENDATION

It is recommended that the Planning Commission send a positive recommendation to the City Council that the Hirschi Annexation be approved and zoned R-1-15 based upon the following findings:

1. The area is **contiguous** to the Sandy City boundary (three sides).
2. The properties are located within an area designated in the **Sandy City General Plan** for incorporation.
3. The City is presently providing culinary **water, fire service and emergency medical service** to this area.
4. The City can provide a high level of other **municipal services** to these properties.
5. The R-1-15 Zone is appropriate for these parcels based upon the surrounding land uses.

Planner:



James L. Sorensen
Asst. Community Development Director

Reviewed by:



Michael G. Coulam
Community Development Director

Legal Review:



Pat Casaday
City Attorney

Hirschi Annexation

<u>Property Owner</u>	<u>Sidwell Number</u>	<u>Market Value (2015)</u>	<u>Acres</u>
Ty & Rae Jeanne McCutcheon	28-11-251-024	\$493,000	.37
Kent & Elisabeth Jolley	28-11-251-025	\$444,700	.31
Kenward & Jenifer Johnson	28-11-251-026	\$506,500	.35
Shauna Madsen	28-11-402-007	\$599,200	.71
Anton Tonic	28-11-254-001	\$594,200	.35
	28-11-402-017	\$2,500	.01
Carolyn Knight	28-11-254-002	\$386,300	.38
Kevin Cornwell	28-11-402-003	\$602,100	.60
Keith Shea	28-11-402-004	\$345,700	.51
Tolford & Mary Young	28-11-402-005	\$539,400	.64
Ralph & Diane Meibos	28-11-402-013	\$499,000	.53
Ray & Marilyn Anderson	28-11-402-014	\$478,500	.53
Janell & Bryce Berry	28-11-402-009	\$653,800	.63
John & Patricia Bowen	28-11-402-010	\$661,600	.89
John & Vickey Hellstrom	28-11-402-011	\$546,400	.71
Douglas & Jan Brown	28-11-402-015	\$593,600	.60
James & Lori Carpenter	28-11-403-004	\$431,200	.58
Edger & Elaine Strand	28-11-403-005	\$527,700	.70
Dean & Janet Lang	28-11-403-006	\$636,200	.59
Julie Hayes	28-11-403-007	\$524,000	.71
Richard & Shirley Crews	28-11-403-008	\$544,900	.92
Bruce & Suzanne Sherman	28-11-427-071	\$850,200	.41
Leslie Hirschi	28-11-427-072	\$897,900	.45
Karen Evans	28-11-427-073	\$840,100	.42
Karen Evans	28-11-427-074	\$78,200	.31
Gary & Constance Myers	28-11-427-075	\$864,800	.55
Wasatch Pines PUD	28-11-427-078	\$100.00	.04
Marv Nueman	28-11-427-090	\$784,100	.81
Paul & Michelle Barton	28-11-427-086	\$1,074,400	.33
Salt Lake County	28-11-427-029	\$500.00	.03
Salt Lake County	28-11-427-031	\$72,200	.23
Salt Lake County	28-11-427-034	\$33,600	.12
Salt Lake County	28-11-427-046	\$500.00	.09
Sandy City	28-11-427-032	\$148,400	.53
Sandy City	28-11-427-004	\$396,390	.51
Salt Lake County	28-11-427-024	\$53,200	.38
Salt Lake County	28-11-427-044	\$4,600	1.85
Salt Lake County	28-11-427-025	\$18,200	.13

HIRSCHI ANNEXATION DESCRIPTION

Beginning at a point on the current Sandy City boundary established by the FUR HOLLOW ANNEXATION to Sandy City, recorded July 23, 2013 as Entry No. 11690058 in Book 2013P of plats at Page 140 in the office of the Salt Lake County Recorder, said point lies South 89°35'24" East 600.23 feet along the quarter section line and South 0°29'01" East 25.00 feet from the Center Quarter Corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian;
thence along said current Sandy City boundary and the centerline of 9800 South Street, South 89°35'24" East 98.96 feet;

thence continuing along said current Sandy City boundary, North 0°24'36" East 25.00 feet to the southwest corner of Lot 7, WILLOW GLEN SUBDIVISION, recorded February 11, 1981 as Entry No. 3533419 in Book 81-2 of plats at Page 45 in the office of said Salt Lake County Recorder;

thence continuing along said current Sandy City boundary, along the westerly line of Lots 7, 8 and 9 of said WILLOW GLEN SUBDIVISION the following two (2) courses: (1) North 0°24'36" East 116.06 feet; (2) North 6°48'51" West 218.00 feet to the northwest corner of said Lot 9;

thence along the current Sandy City boundary established by the DILLARD ANNEXATION to Sandy City, recorded September 9, 1993 as Entry No. 5600232 in Book 93-9 of plats at Page 236 in the office of said Salt Lake County Recorder and the northerly line of said Lot 9, South 89°40'36" East (Dillard Annexation Record = East) 173.00 feet to a point on the current Sandy City boundary established by the RUSKIN CIRCLE ANNEXATION to Sandy City, recorded December 19, 2011 as Entry No. 11299790 in Book 2011P of plats at Page 161 in the office of said Salt Lake County Recorder;

thence along said current Sandy City boundary and the centerline of Dante Road the following two (2) courses: (1) South 0°09'26" East 179.53 feet; (2) Southeasterly 151.97 feet along the arc of a tangent curve to the left having a radius of 318.69 feet, a central angle of 27°19'22" and a chord bearing and length of South 13°49'07" East 150.54 feet;

thence continuing along said current Sandy City boundary established by said RUSKIN CIRCLE ANNEXATION and the centerline of Old Wasatch Boulevard the following three (3) courses: (1) North 60°08'00" East 161.71 feet; (2) Northeasterly 51.51 feet along the arc of a tangent curve to the left having a radius of 300.00 feet, a central angle of 9°50'18" and a chord bearing and length of North 55°12'51" East 51.45 feet to a point of compound curvature; (3) Northeasterly 151.34 feet along the arc of a 1999.00 foot radius compound curve to the left whose center bears North 39°42'18" West 1999.00 feet, has a central angle of 4°20'16" and a chord bearing and length of North 48°07'34" East 151.30 feet;

thence departing from said current Sandy City boundary, South 44°02'34" East 25.00 feet, more or less, to the northernmost corner of Lot 6, JAMESON POINT COVE SUBDIVISION, recorded December 9, 2002 as Entry No. 8450174 in Book 2002P of plats at Page 355 in the office of said Salt Lake County Recorder;

thence along the easterly boundary of said Lot 6 the following two (2) courses: (1) South 4°23'11" East 141.83 feet; (2) South 8°22'03" West 61.53 feet to the southeast corner of said Lot 6, said point being on the northerly line of Lot 15, BELL OAKS subdivision, recorded October 7, 1980 as Entry No. 3486710 in Book 80-10 of plats at Page 166 in the office of said Salt Lake County Recorder and on the quarter section line;

thence along the northerly line of said Lot 15 and said quarter section line, South 89°35'24" East 133.00 feet, more or less, to the northwest corner of Lot 5, WASATCH PINES P.U.D., recorded September 30, 2004 as Entry No. 9186399 in Book 2004P of plats at Page 284 in the office of said Salt Lake County Recorder,

thence along said quarter section line and the northerly boundary of said WASATCH PINES P.U.D., South 89°35'24" East 363.04 feet, more or less, to the northeast corner of said WASATCH PINES P.U.D.; thence along the easterly boundary of said WASATCH PINES P.U.D., South 20°55'10" East 173.38 feet, more or less, to the northwesterly right-of-way line of Wasatch Boulevard;

thence along the easterly boundary of that parcel of land identified in 2016 by the Salt Lake County Assessor

as Parcel No. 28-11-427-034 and a portion of the easterly boundary of that parcel of land identified in 2016 by said Salt Lake County Assessor as Parcel No. 28-11-427-004, South 20°55'10" East 308.82 feet, more or less, to an angle point in the easterly boundary of said Parcel No. 28-11-427-004; thence continuing along the easterly boundary of said Parcel No. 28-11-427-004 and a portion of the easterly boundary of that parcel of land identified in 2016 by said Salt Lake County Assessor as Parcel No. 28-11-427-032, South 4°15'00" West 110.05 feet to the most southeasterly corner of said Parcel No. 28-11-427-032; thence continuing along the southerly and westerly boundary of said Parcel No. 28-11-427-032 the following two (2) courses: (1) South 78°39'00" West 173.71 feet; (2) North 8°12'00" West 54.69 feet; thence along the southerly boundary of that parcel of land identified in 2016 by said Salt Lake County Assessor as Parcel No. 28-11-427-024 and beyond, West 148.88 feet; thence along the easterly boundary of those parcels of land identified in 2016 by said Salt Lake County Assessor as Parcel No. 28-11-427-044 and Parcel No. 28-11-427-025, South 373.88 feet, more or less, to intersect the current Sandy City boundary established by the WELLS ANNEXATION to Sandy City, recorded July 6, 1995 as Entry No. 6115651 in Book 95-7P of plats at Page 160 in the office of said Salt Lake County Recorder; thence along said current Sandy City boundary, North 89°22'22" West (Wells Annexation record = N 89°24'09" W) 179.64 feet, more or less, to the northwest corner of said WELLS ANNEXATION; thence along the current Sandy City boundary established by the GARSIDE ANNEXATION to Sandy City, recorded December 29, 2014 as Entry No. 11969103 in Book 2014P of plats at Page 325 in the office of said Salt Lake County Recorder the following three (3) courses: (1) North 89°22'22" West 7.29 feet; (2) North 269.66 feet; (3) North 89°37'19" West 27.17 feet; thence along the current Sandy City boundary established by the GRANITE POINT ANNEXATION to Sandy City, recorded October 24, 2013 as Entry No. 11747586 in Book 2013P of plats at Page 224 in the office of said Salt Lake County Recorder the following two (2) courses: (1) North 89°37'19" West 559.19 feet; (2) South 54°53'34" West 23.44 feet to the centerline of Bell Oaks Drive; thence along the centerline of said Bell Oaks Drive and the current Sandy City boundary established by said FUR HOLLOW ANNEXATION the following three (3) courses: (1) Northwesterly 116.19 feet along the arc of a 100.00 foot radius non-tangent curve to the left whose center bears South 89°40'00" West 100.00 feet, has a central angle of 66°34'20" and a chord bearing and length of North 33°37'10" West 109.764 feet to a point of reverse curvature; (2) Northwesterly 115.93 feet along the arc of a 100.00 foot radius reverse curve to the right whose center bears North 23°05'40" East 100.00 feet, has a central angle of 66°25'19" and a chord bearing and length of North 33°41'41" West 109.545 feet to a point of tangency; (3) North 0°29'01" West 465.32 feet to the point of beginning.

The above described area contains approximately 20.6 acres.

RECEIVED
JAN 12 2015
SANDY CITY
COMMUNITY DEVELOPMENT

Date: NOV. 2, 2015

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is GARY J. MYERS
CONSTANCE F. MYERS

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3335 E. WASATCH PINES LN SANDY, UT 84092

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : 801-495-2716

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

Gary J. Myers
Signature

Constance F. Myers
Signature

RECEIVED
JAN 12 2015
SANDY CITY
COMMUNITY DEVELOPMENT

Date: Nov 3, '15

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is Bruce and Shanna Madison

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3297 Wasatch Pines Lane

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : 801-436-4048

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

Bruce Madison
Signature

Shanna Madison
Signature

RECEIVED
JAN 12 2015
SANDY CITY
COMMUNITY DEVELOPMENT

Date: 11/3/15

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is LYNN LESLIE HRESCHI.

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3319 E. WASATCH PINES LANE SANDY, UT 84092

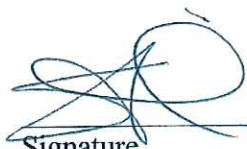
This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : (801) 560-8514

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.



Signature



Signature

RECEIVED
JAN 12 2015
SANDY CITY
COMMUNITY DEVELOPMENT

Date: Nov. 1, 2015

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is Paul and Michelle Barton

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3339 E Wasatch Pines Lane


This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.


I (we) can be reached at : 801514-2092

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.



Signature



Signature

Date: 11/3/15

RECEIVED
JAN 12 2015
SANDY CITY
COMMUNITY DEVELOPMENT

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is RAY + MARILYN ANDERSON

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3298 WASATCH PINES LANE


This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : 801-946-6707

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.



Signature



Signature

RECEIVED
JAN 12 2015
SANDY CITY
COMMUNITY DEVELOPMENT

Date: 10/31/15

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is FRUCE SHERMAN

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3307 Wasatch Pines Lane Sandy UT 84092

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : (801) 943-1681

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.


Signature


Signature

RECEIVED
JAN 12 2015
SANDY CITY
COMMUNITY DEVELOPMENT

Date: 11/4/15

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is MARV NEUMAN

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3304 E WASATCH PINES LANE
SANDY, UT. 84092

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) CONSENT to have Sandy City annex this property.

I (we) can be reached at : YES 301 639 0790

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.



Signature

Signature

Date: 1/15/16

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
FEB 01 2016
SANDY CITY
COMMUNITY DEVELOPMENT

My name is Karen Evans

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

3327 E WASATCH PINES LANE, SANDY

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801-554-4297

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Section 10-2-418(4)(a)(iv).

Thank you very much.

Karen Evans
Signature

Signature

Date: 1/15/16

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
FEB 01 2016
SANDY CITY
COMMUNITY DEVELOPMENT

My name is Karen Evans

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

3331 EAST WASATCH PINES LN SANDY

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801-554-4297

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Section 10-2-418(4)(a)(iv).

Thank you very much.

Karen Evans
Signature

Signature

RECEIVED

JAN 25 2016

SANDY CITY
COMMUNITY DEVELOPMENT

Date: 1-19-16

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070
Email: jsorensen@sandy.utah.gov

My name is Suzanne Allen. Patrick Allen

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

3238 East 9800 South Sandy, UT 84092

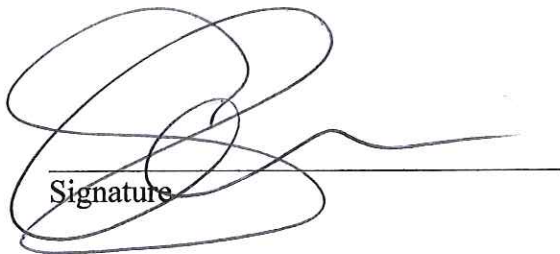
This property is part of an island or peninsula and is contiguous to Sandy City.

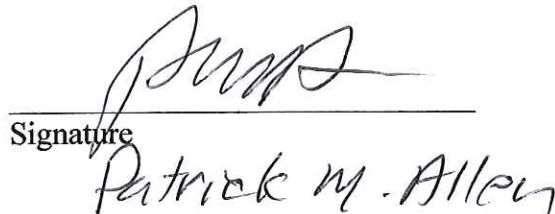
I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : 512-657-2356

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.


Signature


Signature
Patrick M. Allen

RECEIVED
FEB 23 2016
SANDY CITY
COMMUNITY DEVELOPMENT

Date: 1/28/16

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is Bryce A. & Janell N Berry

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

3219 Bell Oaks Circle

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801-652-3033
801-259-7879

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

Bryce A. Berry
Signature

Janell N Berry
Signature

Date: 1.21.2016

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
JAN 25 2016
SANDY CITY
COMMUNITY DEVELOPMENT

My name is **Alan Dean Lang and Janet K. Lang**, *TRs*.

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

3256 Bell Oaks Circle

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801.942.8262

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

A. Dean Lang, TRs
Signature

Janet K. Lang, TRs
Signature

RECEIVED

JAN 25 2016

SANDY CITY
COMMUNITY DEVELOPMENT

Date: Jan. 15, 2016

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is Kent & Elisabeth Jolley

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

9770 Dante Rd.

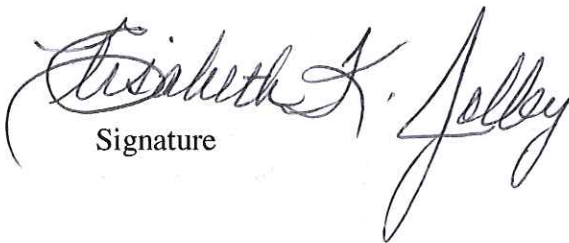
This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801 943-8519

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.


Signature

Kent Jolley
Signature

RECEIVED

JAN 25 2016

SANDY CITY
COMMUNITY DEVELOPMENT

Date: 1/22/16

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is Shirley A. Crews (Richard A. Crews - Deceased)

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

3282 Bell Oaks Circle

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801-942-8279

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

Shirley A. Crews
Signature

Signature

RECEIVED
JAN 25 2016
SANDY CITY
COMMUNITY DEVELOPMENT

Date: 01-16-2016

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

Our names are: John & Vickey Hellstrom

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

3269 Bell Oaks Circle

This property is part of an island or peninsula and is contiguous to Sandy City.


I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801-942-7446

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.


Signature


Signature

Date: 1/12/16

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
JAN 27 2016
SANDY CITY
COMMUNITY DEVELOPMENT

My name is EDGAR S STRAND AND ELAINE L STRAND

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

3238 E BELL OAKS CIRCLE

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801 943-3256

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

Edgar S. Strand
Signature

Elaine L. Strand
Signature

Date: 1.16.16

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

RECEIVED
JAN 27 2016
SANDY CITY
COMMUNITY DEVELOPMENT

My name is Fred + Tammy Anstee

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

3245 Bell Oaks Cr.

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801 942 7012

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

Fred Anstee
Signature

Tammy Anstee
Signature

Date: 2-9-16

RECEIVED
FEB 09 2016
SANDY CITY
COMMUNITY DEVELOPMENT

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is Ken & Jennifer Johnson

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at :

9788 Dante Rd, Sandy UT 84092

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at : 801 205 1039

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

Thank you very much.

Jennifer Johnson
Signature

[Signature]
Signature

RECEIVED
FEB 29 2016
SANDY CITY
COMMUNITY DEVELOPMENT

Date: Feb 21, 2016

Attn: James Sorensen
Sandy City Community Development
10000 Centennial Parkway
Sandy, Utah 84070

My name is TY K & RAE JEANNE MCCUTCHEON, TRUSTEES OF THE
MCCUTCHEON FAMILY TRUST DATED NOVEMBER 7, 2014

I am (we are) the property owner(s) of property in the unincorporated area of Salt Lake County located at:

9756 S. DANTE RD

This property is part of an island or peninsula and is contiguous to Sandy City.

I (we) **CONSENT** to have Sandy City annex this property.

I (we) can be reached at: 801-243-9697 or tymcski@comcast.net

Note: Since this written consent is used to proceed with an annexation of your property in accordance with Utah Code Section 10-2-418, no public election is required by law to approve the annexation. If you sign this consent and later decide you do not want to support the annexation of your property, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Sandy City. If you choose to withdraw your signature, you must do so no later than the close of the public hearing on the annexation conducted in accordance with Utah Code Subsection 10-2-418(4)(a)(iv).

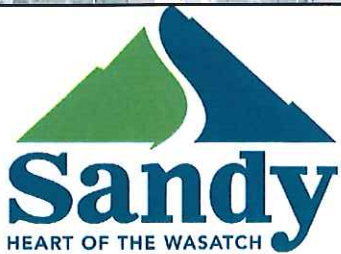
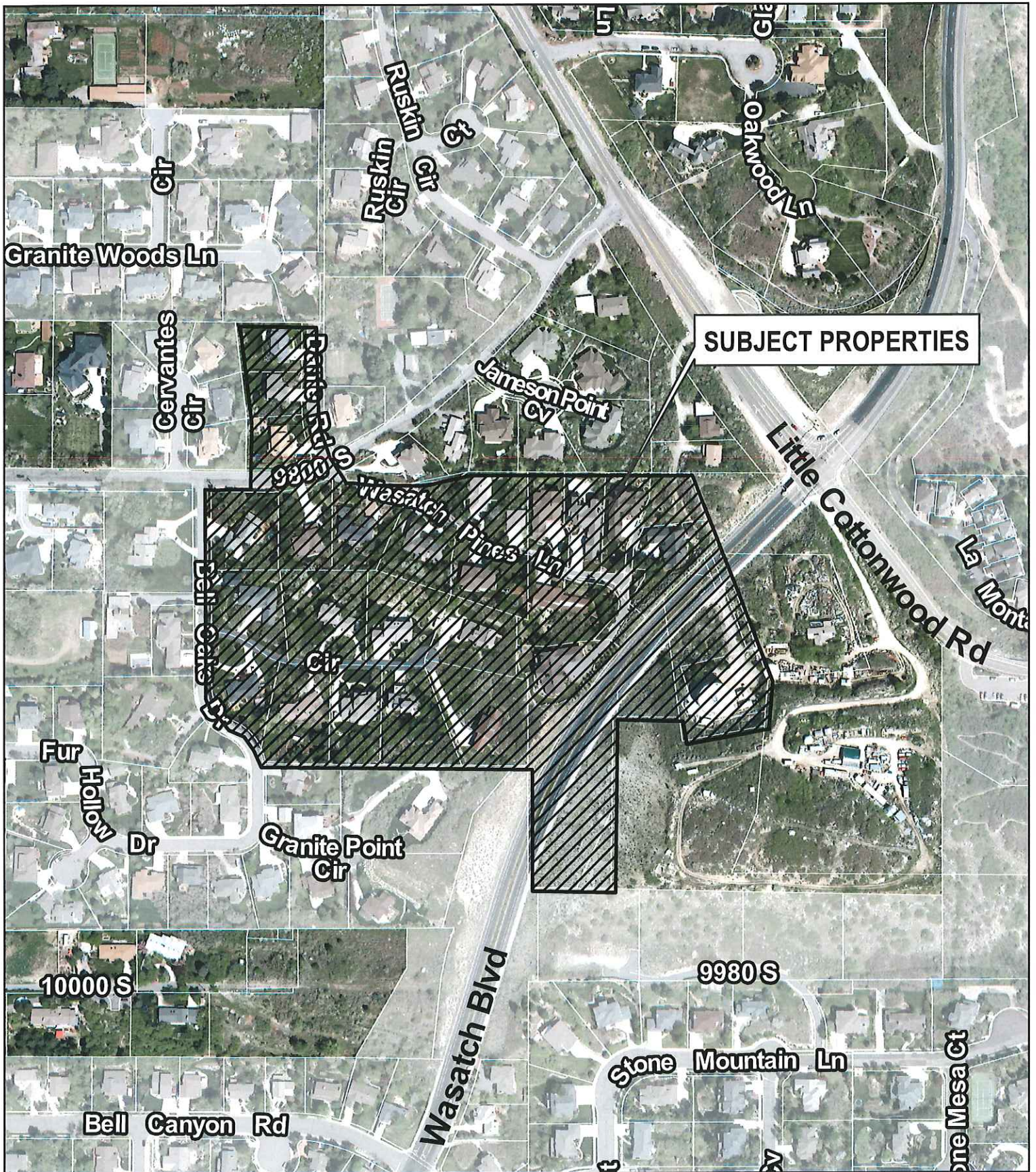
Thank you very much.



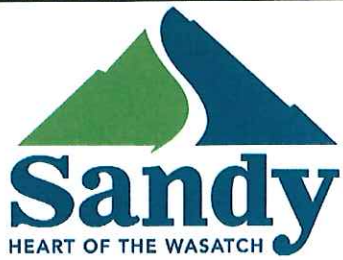
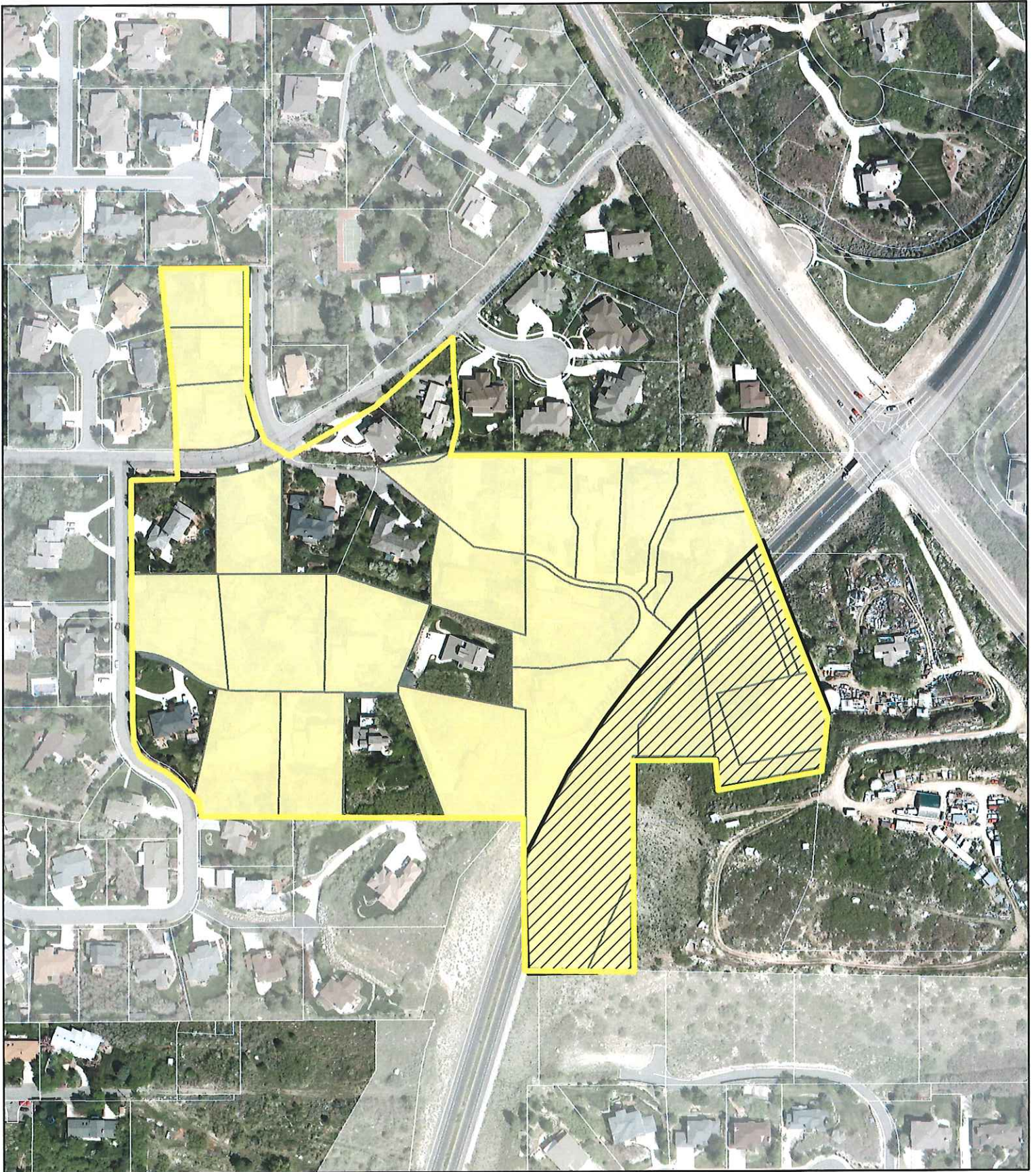
Signature





Signature



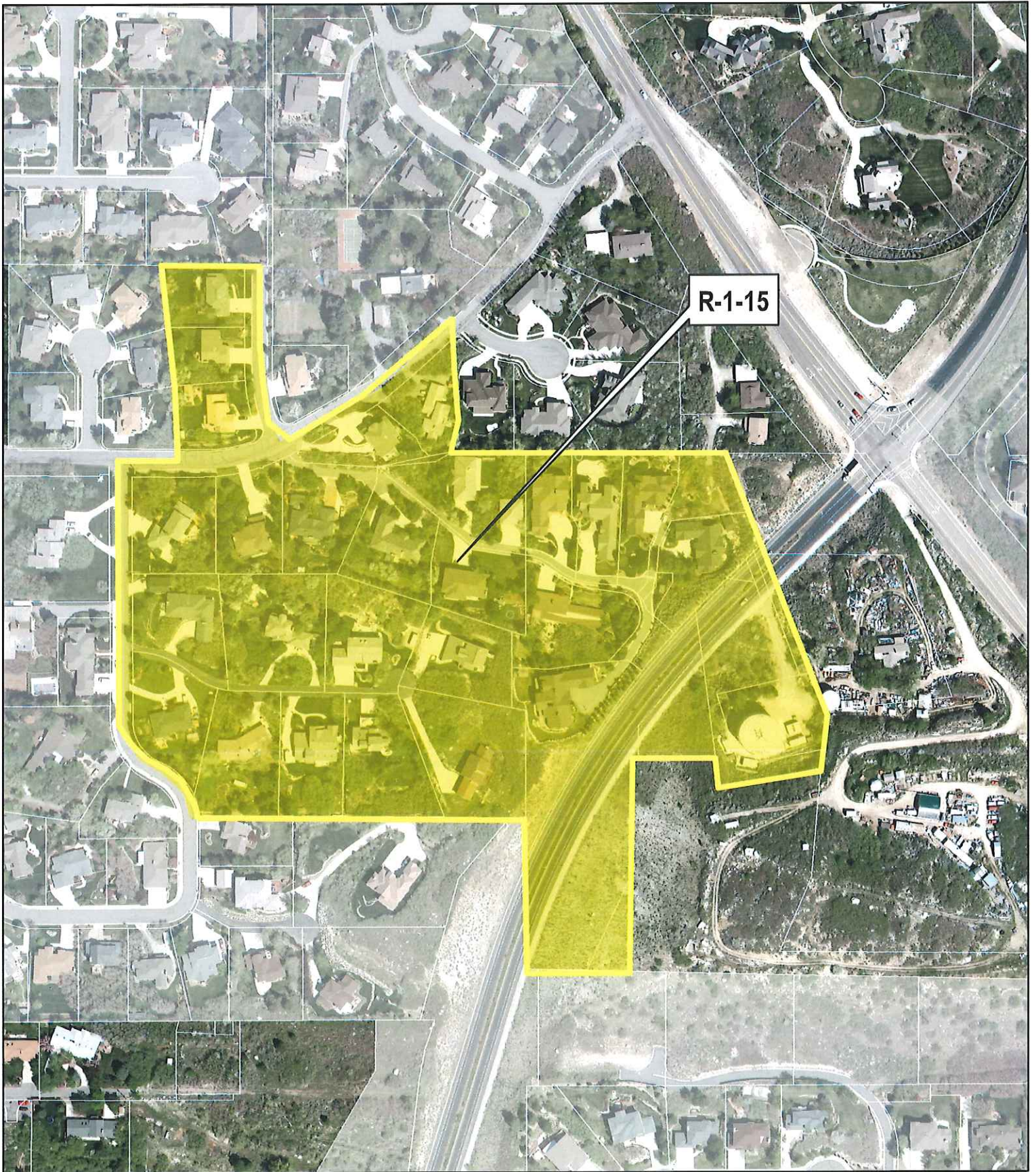
Hirschi Annexation 3319 E. Wasatch Pines Ln.



Hirschi Annexation 3319 E. Wasatch Pines Ln.

-  Consent
 -  Public Property
- Page 55 of 118

PRODUCED BY
THE COMMUNITY DEVELOPMENT DEPARTMENT
ANDREW KING, SENIOR PLANNER



HIRSCHI ANNEXATION

RESOLUTION # 16-20C

A RESOLUTION INDICATING INTENT TO ANNEX AN UNINCORPORATED AREA, SETTING A HEARING TO CONSIDER SUCH AN ANNEXATION, AND DIRECTING PUBLICATION OF HEARING NOTICE.

The City Council of Sandy City, State of Utah, finds and determines as follows:

1. Sandy City ("City") desires to annex a certain contiguous unincorporated area, totaling approximately 20.6 acres, located at approximately 3319 East Wasatch Pines Lane. in Salt Lake County, Utah, and more specifically described in the description attached hereto as Appendix "A".

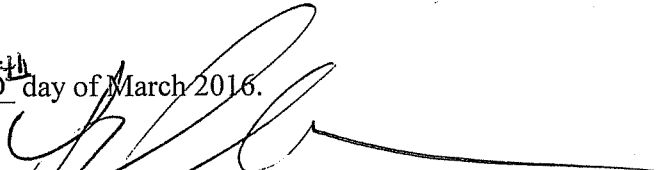
2. The City is authorized to annex the area without a petition pursuant to 10-2-418 Utah Code Annotated.

3. The annexation of that portion of an island or peninsula, leaving unincorporated the remainder of that island or peninsula, is in the City's best interests.

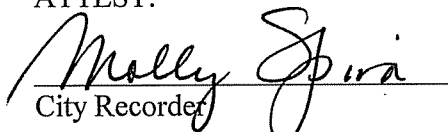
NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah that it does hereby:

1. Indicate the City Council's intent to annex the area described in Appendix "A."
2. Determine that not annexing the entire unincorporated island or unincorporated peninsula is in the City's best interest;
3. Set a public hearing for April 26, 2016, at 7:05 p.m. to consider the annexation.
4. Direct the City Recorder to publish and send notice of such hearing in accordance with Utah Code Ann. § 10-2-418.

ADOPTED by the Sandy City Council this 15th day of March 2016.

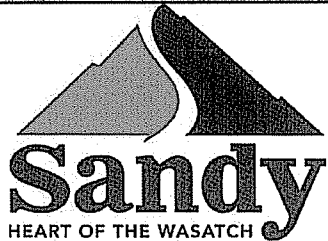
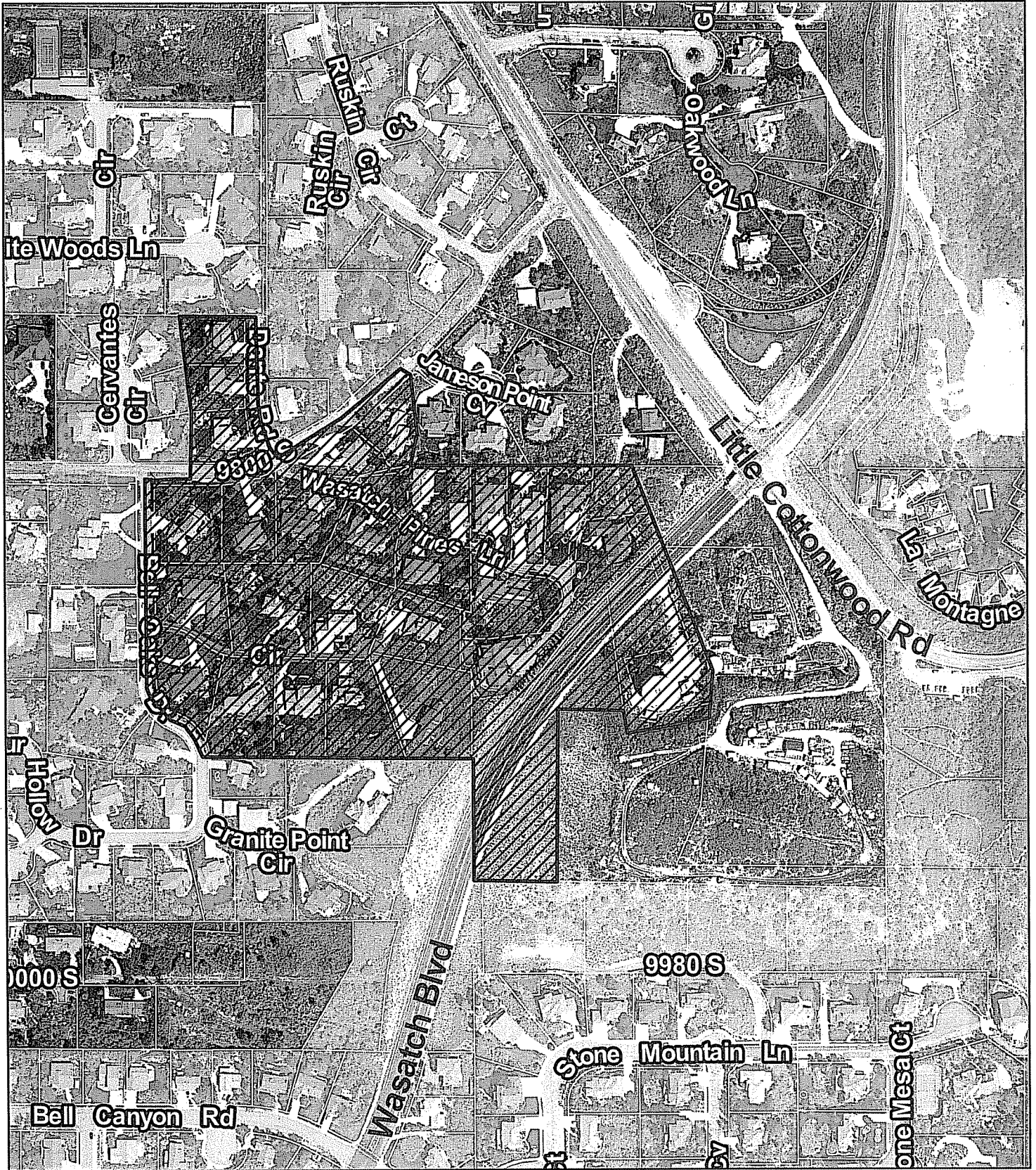

Kris Coleman-Nicholl, Chair
Sandy City Council

ATTEST:


City Recorder

RECORDED this 16th day of March 2016.





Hirschi Annexation 3319 E. Wasatch Pines Ln.

PRODUCED BY
THE COMMUNITY DEVELOPMENT DEPARTMENT
ANDREW KING, SENIOR PLANNER



Staff Report

File #: 16-189, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Finance Department recommending City Council adopt Resolution #16-27C adopting tentative budgets for Sandy City and Alta Canyon Recreation District for FY 2017; scheduling a public hearing; and providing for public access to tentative budgets and schedules.

Presenter

Brian Kelley

Recommended Action and/or Suggested Motion:

Motion to adopt Resolution #16-27C

RESOLUTION #16-27 C

A RESOLUTION ADOPTING TENTATIVE BUDGETS FOR SANDY CITY AND ALTA CANYON RECREATION DISTRICT FOR FISCAL YEAR 2016-2017; SCHEDULING A PUBLIC HEARING; AND PROVIDING FOR PUBLIC ACCESS TO TENTATIVE BUDGETS AND SCHEDULES.

WHEREAS, on April 26, 2016, the Mayor of Sandy City submitted to the City Council a tentative budget for each fund of the City, for the fiscal year beginning July 1, 2016, and ending June 30, 2017, in accordance with Section 10-6-111 of the Utah Code; and

WHEREAS, a tentative budget for the Alta Canyon Recreation Special Service District was also submitted on such date pursuant to the Utah Special Service District Act; and

WHEREAS, on such date the City Council met in regular and open meeting and reviewed, considered and tentatively adopted such proposed budgets, subject to further public hearing and review;

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

1. The tentative budgets for fiscal year 2016-2017 for Sandy City and the Alta Canyon Recreation Special Service District, copies of which are attached hereto and made a part of this resolution, are hereby adopted, subject to further public hearing and review.
2. A budget hearing to consider final adoption of these budgets is scheduled to be held by the City Council on June 14, 2016, at 7:05 p.m., in the Council Chambers, main floor, Sandy City Hall, 10000 South Centennial Parkway, Sandy, Utah.
3. The City Recorder is hereby ordered to publish notices of the budget hearings at least seven days prior to the budget hearing in at least one issue of a newspaper of general circulation published in Salt Lake County.
4. The City Recorder is also directed to retain each tentative budget so adopted by the City Council and all supporting schedules and data, available for public inspection in her office for ten days prior to adoption of the final budgets.

PASSED AND APPROVED by the Sandy City Council this _____ day of April, 2016.

Kris Nicholl, Chair
Sandy City Council

ATTEST:

City Recorder

RECORDED this _____ day of _____, 2016.



Staff Report

File #: 16-176, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Council Member Fairbanks recommending the Council adopt proclamation declaring the month of May as Brain Tumor Awareness Month in Sandy City.

Presenter

Council Member Steve Fairbanks



Proclamation



OF THE MAYOR AND CITY COUNCIL OF SANDY CITY, UTAH
April 26, 2016

WHEREAS, nearly 700,000 people in the United States are living with a primary brain tumor; and

WHEREAS, brain tumors do not discriminate, inflicting men, women, and children of all races and ethnicities; and

WHEREAS, approximately 78,000 more will be diagnosed in 2016 and an estimated 16,616 people will die from malignant brain tumors in 2016; and

WHEREAS, Utahns, including Sandy City, are joining the national initiative, led by the National Brain Tumor Society, to raise public awareness of brain tumors and the issues faced by those who have been diagnosed with a brain tumor and by their caregivers and loved ones; and

WHEREAS, educating the public and health care professionals about brain tumors helps facilitate the discovery of better treatments, as well as lends support to Utah families living with brain tumors; and

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council proclaim May 2016 as

Brain Tumor Awareness Month

Kris Coleman-Nicholl, Chair
Sandy City Council

Tom Dolan, Mayor
Sandy City



Staff Report

File #: 16-185, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Parks & Recreation is recommending the City Council adopt the Sandy City Arbor Day Proclamation

Presenter

Scott Earl

Description/Background:

Each year the Sandy City Council adopts Sandy Pride Day as the City's Arbor Day. This year Sandy Pride will be on Saturday May 14, 2016.

Recommended Action and/or Suggested Motion:

Motion to adopt the Sandy City Arbor Day Proclamation as May 14, 2016.

Arbor Day 2016

PROCLAMATION

WHEREAS, Sandy City desires to promote the importance of trees for the benefits they provide for its citizens, and

WHEREAS, Sandy City has chosen to be a leader in the planting and maintaining of trees in and around the our beautiful City, and

WHEREAS, Sandy City annually celebrates Sandy Pride Day on May 14, 2016 in conjunction with the nationally celebrated Arbor Day, and where the annual support of Sandy=s great volunteers provides the City with the most benefits

THEREFORE BE IT RESOLVED, as Mayor of Sandy City I hereby proclaim May 14, 2016 as Arbor Day in Sandy, Utah and encourage all residents and visitors to become active in the promoting and preservation of trees.

Mayor_____

Date_____



Staff Report

File #: 16-177, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Public Works Department recommending the City Council adopt new Cable Communications Franchise Ordinance.

Presenter

Rick Smith and Pat Casaday

Description/Background:

This ordinance will provide the basis for generating individual agreements with the City for cable communications.

Applicable Statute/Rule/Policy/Guideline/Goal:

This ordinance would allow for the City to assess a 5% franchise fee allowed on public utilities.

Fiscal Impact:

Individual agreements will generate revenue based on gross sales of the utility.

Future Dependent Action:

[Enter Text]

Recommended Action and/or Suggested Motion:

Motion to adopt Resolution 16-xxxxC authorizing a new Cable Communication Franchise Ordinance.

ORDINANCE # 16-19

AN ORDINANCE AMENDING TITLE 16 (REVENUE AND FINANCE) OF THE REVISED ORDINANCES OF SANDY CITY, BY AMENDING CHAPTER 27 RELATING TO CABLE COMMUNICATIONS ; ALSO PROVIDING A SAVING CLAUSE FOR THE ORDINANCE AND AN EFFECTIVE DATE.

WHEREAS, it is necessary to amend Title 16 (Revenue and Finance) of the Revised Ordinances of Sandy City, by amending Chapter 27 relating to Cable Communications ; and

WHEREAS, Section 10-8-84, Utah Code Annotated, authorizes such amendment in order to protect the public health, safety and welfare of the City;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Sandy City as follows:

Section 1. Title 16, Chapter 27 is hereby amended as set forth in Exhibit A which is attached to and incorporated in this ordinance.

Section 2. All former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or of the Code hereby adopted are hereby repealed.

Section 3. The provisions of this ordinance shall be severable; and if any provision thereof, or the application of such provision under any circumstances is held invalid, it shall not affect any other provision of this ordinance, or the application in a different circumstance.

Section 4. This ordinance shall become effective upon publication of a summary thereof and the City Recorder is hereby directed to publish such summary as soon as practically possible.

PASSED AND APPROVED by the Sandy City Council this _____ day of April 2016.

Kristin Coleman-Nicholl, Chair
Sandy City Council

PRESENTED to the Mayor this ____ day of April 2016.

APPROVED by the Mayor this ____ day of April 2016.

Thomas M. Dolan, Mayor

ATTEST:

City Recorder

RECORDED this ____ day of _____ 2016.

SUMMARY PUBLISHED this ____ day of _____ 2016.

EXHIBIT A

Chapter 27 CABLE COMMUNICATIONS

- 16-27-1. Definitions.
- 16-27-2. Public policy.
- 16-27-3. Council authority.
- 16-27-4. Application.
- 16-27-5. Council action.
- 16-27-6. Franchise content.
- 16-27-7. Rules and regulations.
- 16-27-8. Telecommunications providers.
- 16-27-9. Customer service standards.
- 16-27-10. Franchise required.
- 16-27-11. Use of public rights-of-way.
- 16-27-12. Franchises nonexclusive.
- 16-27-13. Transfer of ownership or control.
- 16-27-14. Reimbursement of expenses.
- 16-27-15. Police powers and preemption.

16-27-1. Definitions.

For the purpose of this chapter, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural include the singular and words in the singular include the plural. The word “shall” is always mandatory and not merely discretionary.

A. “Act” shall mean the Communications Act of 1934, including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

B. “Cable Service” shall have the meaning provided under Federal law and regulations.

C. “Cable System” shall have the meaning provided under Federal law and regulations.

D. “City” shall mean Sandy City, Utah, and all territories within its present municipal boundaries and any additions thereto by annexation or other legal means.

E. “City Code” shall mean the ordinances, rules and regulations adopted by the City, from time-to-time.

F. “Grantee” shall mean any person granted a franchise by the City to provide Cable Service and the lawful successor, transferee, or assignee of such person.

G. “Gross Revenue” shall mean any and all revenue of any kind or nature received directly or indirectly by a Grantee, its affiliates, parent and any person, firm or corporation in which the Grantee has a financial interest or which has a financial interest in the Grantee, arising from or attributable to the Grantee’s operation of its Cable System to provide Cable Services that requires the use of the City’s Public Right-of-Way, including, but not limited to:

- (i) Revenue from all charges for Cable Service provided to Subscribers;
- (ii) Revenue directly derived and attributable to the sale of commercial advertising upon the Cable System;
- (iii) Revenue from all charges for the leased use of studios;
- (iv) Revenue from all charges for the use of or lease of leased access channels;
- (v) Monthly recurring revenue from all charges for the installation, removal, connection and reinstatement of equipment necessary for a Subscriber to receive Cable Services; and
- (vi) Revenue from the sale, exchange, use or cablecast of any programming developed for community use or institutional Subscribers.

“*Gross Revenues*” shall not include taxes or fees (except the Franchise Fee) collected by Grantee on behalf of any governmental authority; any increase in the value of stock, security or asset; any surcharges for underground conversion of cable plant costs; any increase in the value of any stock, security or asset; the value of complimentary service provided to the Grantee's employees; and dividends or other distributions made in respect of any stock or securities; value received by the Grantee or any of its affiliates through cooperative advertising; or revenues which

cannot be collected by Provider and are identified as bad debt (provided, however, that if revenue previously representing bad debt is collected, that revenue shall be included in Gross Revenue for the collection period).

H. “Living Unit” means a distinct address as tracked in the Grantee’s network inventory, used by the Grantee to identify existing or potential Subscribers. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.

I. “Multiple Dwelling Unit” or “MDU” means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

J. “Person” shall mean any person, firm, partnership, association, corporation, company or organization of any kind other than the City.

K. “Qualified Living Unit” means any Living Unit that is identified in the Grantee’s network inventory as capable of receiving Cable Service.

L. “Reasonable Notice” shall mean the following: Unless otherwise defined herein or by agreement, reasonable notice means the delivery of written notice to the other party at least thirty (30) days prior to the action proposed for the alleged defect, situation or default. In the event of any emergency that poses an immediate risk of harm to the health safety, welfare or property of the residents of the City, reasonable notice shall be construed to mean written or verbal notice of the action, condition or defect or situation as soon as practicable under the circumstances.

M. “Street” and “Public Right-of-Way” shall have the meaning set forth in applicable City Code or rules as defined below.

N. “Subscriber” shall mean an authorized recipient lawfully receiving Cable Service provided by the Grantee by means of or in connection with the Cable System, whether or not a fee is paid for such service.

16-27-2. Public policy.

The City finds and determines that the establishment of Cable Service in the City and the regulation and control thereof is necessary for the protection of the health, welfare and safety of the inhabitants of the City and that the use of the public rights-of-way for the provision of Cable Service is a matter of local and municipal concern.

16-27-3. City authority.

The City shall have the power to approve any franchise agreement at any time in accordance with applicable law and by ordinance, which shall then become valid and enforceable. Any such franchise granted shall constitute both authority and an obligation to provide cable service in accordance with this chapter. Nothing in any franchise shall be deemed to waive the requirements of other sections of the City Code regarding permits to be paid or manner of construction, except as expressly set forth therein.

16-27-4. Application.

Every person desiring to install a Cable System in the City or obtain approval of a franchise transfer shall file an application to be accompanied by a nonrefundable cashier's check in the amount established by the City Council to cover administrative, legal, consulting and other processing costs of the City incurred in processing the application. Every such application shall contain but not be limited to the following:

- (1) The business form of the person making the application.
- (2) If the applicant is a partnership or limited partnership, the names and addresses of all such partners and their respective interests; if a corporation, the names and addresses of the officers and directors of the corporation and the names of any persons holding more than ten percent of the stock of the company, together with their proportionate interests indicated.
- (3) A proposed plan for the installation, operation and maintenance of the Cable System indicating methods of construction, including specifications for design, installation, technical capacity and maintenance and arrangements with any other company or person for use of conduit cables, poles or other facilities of such other company or person.
- (4) The most current financial statement of the applicant.
- (5) The applicant's experience in the field of cable systems.
- (6) Total channel capability and minimum initial channel service.
- (7) The applicant's plan to provide complimentary service to schools and municipal government.

- (8) The applicant's plan to provide local community channels to be operated under the administration of the city.
- (9) The applicant's agreement to pay an annual franchise fee in the maximum amount permitted by the regulations of the Federal Communications Commission (FCC) or legislation enacted by Congress based on a percentage of gross revenue.
- (10) The applicant's agreement to comply with all applicable provisions of the City Code.

16-27-5. Council action.

In determining whether to grant an initial franchise or a franchise renewal, the City shall act within its discretion, in accordance with applicable federal and state law, and the City Code. The City may, if deemed necessary, conduct hearings to determine whether a franchise should be issued. Written notice shall be given to all existing holders of franchises of the filing of the new application, and they shall have 30 days after the mailing of the notice in which to file written objections with the council to the granting of a new franchise.

16-27-6. Franchise content.

Every franchise shall contain, but not be limited to, provisions regulating the following:

- (1) Grant of nonexclusive revocable authority.
- (2) Territorial area involved; effect of annexation.
- (3) Liability and indemnification of the City.
- (4) Subscriber privacy.
- (5) Signal quality requirements and carriage of signals in accordance with applicable FCC standards.
- (6) Operation and maintenance of system.
- (7) Access channels.
- (8) Service to schools and municipal government facilities.
- (9) Cable system interconnections.
- (10) Emergency use of facilities.

- (11) Safety requirements.
- (12) Conditions of right-of-way occupancy.
- (13) Rights of city on termination.
- (14) Limitations on transfer of franchise.
- (15) Change in control or ownership of franchise.
- (16) Technical capacity and minimum cable services offered.
- (17) Flow-through refunds and subscriber refunds.
- (18) Scheduled payments to city: franchise fee; sales or use tax.
- (19) Force Majeure.

16-27-7. Rules and regulations.

In addition to the inherent powers of the City to regulate and control cable franchises based on use of the Public Right of Way, and those powers expressly reserved by the City or agreed to and provided for in this article, the right and power is reserved by the city council to promulgate such additional regulations as it shall find necessary in the exercise of its lawful police powers and in the furtherance of the terms and conditions of this chapter.

16-27-8. Telecommunications providers.

Any telecommunications provider offering or proposing to offer video programming or cable services within the City shall comply with the terms of this chapter prior to construction and commencement of operation and shall maintain compliance thereafter, whether or not such provider is otherwise authorized to use the public rights-of-way except where specifically prohibited by the City for telecommunications or any other services. However, so long as the telecommunications provider does not provide Cable Service to Subscribers in the City, it will not be subject to the terms and conditions contained in this article or the franchise agreement.

16-27-9. Customer service standards.

Grantees shall comply at all times with the customer service provisions set forth in 47 Code of Federal Regulation Parts 76.309, 76.1602 and 76.1603.

16-27-10. Franchise required.

No Cable System shall be allowed to occupy or use the streets within the City without a franchise issued in accordance with this chapter.

16-27-11. Use of public rights-of-way.

(a) For the purpose of operating and maintaining a Cable System in the franchise area, the Grantee shall comply with all applicable city construction codes and procedures to the extent it constructs in the rights-of-way.

(b) Nothing in any franchise agreement shall abrogate the right of the City to perform any public work or public improvement of any description, including without limitation all work authorized by applicable law. If the system interferes with the construction, operation, maintenance, or repair of any such public work or improvement, the Grantee, shall, at its own cost and expense, promptly protect, alter, or relocate the system or any part thereof as directed by the City.

(c) If the Grantee refuses or neglects to so protect, alter, or relocate all or any part of the system, the City shall have the right in connection with the performance of such public work or public improvement to break through, remove, alter or relocate all or any part of the system without any liability to the Grantee, except for the City's willful misconduct, and the Grantee shall promptly pay to the City the costs incurred by such breaking through, removal, alteration or relocation.

16-27-12. Franchises nonexclusive.

Any franchise granted within the City shall be nonexclusive. The City reserves the right to grant, at any time, such additional franchises, upon such terms as it deems appropriate.

16-27-13 Transfer of ownership or control.

(a) Any franchise granted under this chapter cannot be sold, transferred, leased, assigned or disposed of, in whole or in part, either by forced or involuntary sale or by voluntary sale, merger, consolidation or otherwise without the prior consent of the City, and then only under such reasonable conditions as may be prescribed by the City, in accordance with applicable law. If the Grantee is a corporation, such prior approval of the council shall be required where there is an actual change in control. The term "control," as used in this subsection, is not limited to major stockholders but includes actual working control in whatever manner exercised. Such consent is not needed if it is from the Grantee to a company controlling, controlled by or under common control of franchisee.

(b) The Grantee shall promptly notify the City of any proposed change in or transfer of or acquisition by any transfer or acquisition of control of the Grantee and shall make the franchise subject to cancellation unless and until the City shall have consented thereto.

(c) In seeking the City's consent to any change in ownership or control, the Grantee shall, at a minimum, be required to show to the satisfaction of the City that the proposed transferee is legally, technically, and financially qualified to maintain and operate the cable system for the remaining term of the franchise under the existing franchise terms. Any pending franchise violations must be cured to the City's satisfaction prior to transfer approval. In addition, the transferee shall indicate in writing its willingness to be bound by all terms of any existing franchise agreement and this chapter.

16-27-14. Reimbursement of expenses.

In addition to any application fees or any other charge or fee required under any other section of this chapter, for either the initial grant of a franchise, a franchise renewal or a franchise transfer, the Grantee shall reimburse the City for reasonable out-of-pocket processing costs in excess of the application fee that are incidental to the award of the grant or transfer, including but not limited to the costs of hiring a consultant, administration, and special legal costs upon receipt from the City of an itemization of such costs.

16-27-15. Police powers and preemption.

(a) All rights conferred under this chapter, whether through a separate franchise agreement or otherwise, are subject to the police power of the City to adopt and enforce general ordinances necessary to the health, safety and welfare of the public, and all franchisees, by accepting a franchise under this article, agree to comply with all applicable general laws and ordinances enacted by the City pursuant to such power.

(b) If any area of regulatory authority is preempted from local regulation by federal or state law and such preemption later ceases, the City shall retain the option to resume local regulation to the extent permitted, provided that such regulation shall not conflict with the express terms and conditions of any existing franchise agreement.



Staff Report

File #: 16-190, **Version:** 1

Date: 4/26/2016

Agenda Item Title

Recess of City Council meeting to convene a meeting of the Sandy City Redevelopment Agency.

Presenter

Kris Coleman-Nicholl

Recommended Action and/or Suggested Motion:

Motion to recess the City Council meeting and convene a meeting of the Sandy City Redevelopment Agency.

Redevelopment Agency of Sandy City



Kristin Coleman-Nicholl	Chair
Scott Cowdell	Vice-Chair
Maren Barker	Board Member
Chris McCandless	Board Member
Steve Fairbanks	Board Member
Linda Martinzez Saville	Board Member
Stephen P. Smith	Board Member

Tuesday, April 26, 2016

Sandy City Hall
10000 Centennial Parkway, Sandy, Utah

Agenda

Meeting time: Approximately 7:00 p.m.

1. Motion to convene Redevelopment Agency meeting
2. Resolution RD 16-04. A Resolution of the Redevelopment Agency of Sandy City approving a Parking Agreement and related Payment Agreement, relating to the encouragement of economic development activities and the acquisition of public parking rights within the South Towne Ridge Economic Development Project Area.
3. Resolution RD 16-05. A Resolution of the Redevelopment Agency of Sandy authorizing the execution of a Participation Agreement with Workers Compensation Fund relating to new commercial development within the South Towne Ridge Economic Development Project Area.
4. Approval of Minutes:
March 29, 2016
5. Motion to adjourn Redevelopment Agency meeting.

In compliance with the Americans with Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance please call [\(801\) 568-7141](tel:8015687141).



Redevelopment Agency of Sandy City

KRISTIN COLEMAN-NICHOLL
Chair

SCOTT COWDELL
Vice-Chair

****MEMORANDUM****

To: Redevelopment Agency Board
From: Kasey Dunlavy
Date: April 22, 2016

RE: Resolution RD 16-04 & 16-05

This memorandum is provided as a summary for Resolutions RD 16-04 and RD 16-05

Resolution RD 16-04

This Resolution authorizes the Executive Director of the Agency to enter into a Parking Agreement and related Payment Agreement in order to satisfy the purposes, intent, and conditions set forth in the Agency/City Agreement regarding the payment of funds for the encouragement of economic development activities and the acquisition of certain public parking rights in the South Towne Economic Development Area.

Motion: To approve Resolution RD 16-04. A Resolution of the Redevelopment Agency of Sandy City approving a Parking Agreement and related Payment Agreement, relating to the encouragement of economic development activities and the acquisition of public parking rights within the South Towne Ridge Economic Development Project Area.

Resolution RD 16-05

This Resolution authorizes the Agency to enter into a Participation Agreement with Workers Compensation Fund (the "Company"). This Agreement is post performance based and will reimburse the Company for certain site development costs, in particular, the diversion and covering of a canal on the property. Subject to a reimbursement cap amount, the Agency agrees to contribute, on an annual basis through and including 2019, 80% of all legally available tax increment revenues generated from the development project.

Motion: To approve Resolution RD 16-05. A Resolution of the Redevelopment Agency of Sandy City authorizing the execution of a Participation Agreement with Workers Compensation Fund relating to the new commercial development within the South Towne Ridge Economic Development Project Area.

Resolution No. RD 16-04

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF SANDY CITY APPROVING A PARKING AGREEMENT AND RELATED PAYMENT AGREEMENT, RELATING TO THE ENCOURAGEMENT OF ECONOMIC DEVELOPMENT ACTIVITIES AND THE ACQUISITION OF PUBLIC PARKING RIGHTS WITHIN THE SOUTH TOWNE RIDGE ECONOMIC DEVELOPMENT PROJECT AREA.

WHEREAS the Redevelopment Agency of Sandy City (the “Agency”) has been created by the Sandy City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Development and Renewal Agencies” (the “RDA Act”);

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS the Agency received a grant of funds from Sandy City, under an interlocal cooperation agreement between the Agency and the City dated effective as of the date of this resolution (the “Agency/City Agreement”) and the Agency desires to authorize the Executive Director to enter into a Parking Agreement, substantially in the form attached hereto as **Exhibit A**, and a related Payment Agreement substantially in the form attached hereto as **Exhibit B** (collectively, the “Parking Agreements”), in order to satisfy the purposes, intent, and conditions of the Agency/City Agreement;

WHEREAS the Agency has created the South Towne Ridge Economic Development Project Area (the “Project Area”) pursuant to the RDA Act, under which the Agency has encouraged, and continues to encourage and promote economic development activities within the Project Area; and

WHEREAS the Agency has engaged the independent consulting firm of Lewis Young Robertson & Burningham to provide a study as to whether the Parking Agreements represents a fair market value exchange for the Agency, and the Agency has determined, based on, among other things, the information provided by Lewis Young Robertson & Burningham, that the Parking Agreements do in fact represent a fair market value exchange and, to the extent they may not, the Agency desires to grant/dispose of by gift any additional consideration, above and beyond a fair market value exchange, under the Parking Agreements as authorized by, among other things, Subsection 17C-1-202(1)(d) of the RDA Act and for the purpose of promoting economic development activities within the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF SANDY CITY:

1. The Parking Agreements in substantially the forms attached hereto and incorporated herein as **Exhibit A** and **Exhibit B**, respectively, are each hereby approved, and the Executive Director of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Executive Director is authorized on behalf of the Agency Board to approve any modifications, amendments, or revisions to the Parking Agreements as may be in the Agency's best interest and in harmony with the intent and purpose of the Parking Agreements and the Agency/City Agreement.

2. This resolution takes effect upon adoption.

APPROVED AND ADOPTED on April 26, 2016.

Kristin Coleman-Nicholl, *Chair*

Tom Dolan, *Executive Director*

Attest:

Vickey Barrett, *Secretary*

Exhibit A
Form of Parking Agreement

When Recorded, Please Return To:
David E. Gee, Esq.
PARR BROWN GEE & LOVELESS
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

Space above for Recorder's Use

PARKING AGREEMENT
[WCFRD LLC/Sandy City]

THIS PARKING AGREEMENT (this "Agreement") is entered into as of the April 26, 2016 (the "Commencement Date"), between WCFRD LLC, a Utah limited liability company ("Licensor"), and the REDEVELOPMENT AGENCY OF SANDY CITY, a political subdivision of the State of Utah ("Licensee"). (Licensor and Licensee are referred to in this Agreement collectively as the "Parties" and individually as a "Party.")

RECITALS

A. Licensor is the owner of that certain real property located in Salt Lake County, Utah and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Subject Parcel").

B. Licensor is constructing on the Subject Parcel a parking garage (the "Parking Garage") for its use and, subject to compliance by Licensee with the Payment Agreement, the use by Licensee strictly in accordance with the terms of this Agreement.

C. The Parking Garage is part of a larger development project located on the land more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Project").

D. Licensee desires to enter into this Agreement with Licensor in order to obtain "public parking" rights in the Parking Garage.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants, and conditions set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Definitions. As used in this Agreement, the following words or terms shall have the meanings set forth:

“Designated Spaces” means (i) each and all of the parking stalls located in the Parking Garage that are not clearly marked as Reserved Spaces and (ii) the Designated Surface Parking Stalls.

“Designated Surface Parking Stalls” means the surface parking spaces within the Project that are designated by Licensor in writing to Licensee at any time, or from time to time, as “Designated Surface Parking Stalls” for use by Licensee Users in accordance with this Agreement, subject to the limitation in Section 4 *below*. For clarity, subject to the limitation in Section 4 *below*, Licensor shall have the right to change which surface parking spaces on the Project are “Designated Surface Parking Stalls.”

“Expiration Date” means the date that is thirty-two (32) years after the Commencement Date, plus any partial calendar month occurring between the Commencement Date and the first day of the first full calendar month following the Commencement Date, if the Commencement Date does not occur on the first day of a calendar month.

“Licensee User” means any person parking on the Project pursuant to the rights granted in this Agreement, including, without limitation, Licensee and Licensee’s sub-licensees together with their respective agents, employees, customers, guests, invitees, and others that use the Parking Garage with permission from the Licensee, it being understood that because Licensee is a public entity, each member of the general public using the Parking Garage during the Public Parking Hours pursuant to the rights granted in this Agreement will be considered a Licensee User.

“Parking Garage” means the parking garage to be constructed on the Subject Parcel.

“Payment Agreement” means that certain Payment Agreement between Licensor and Licensee of even date with this Agreement.

“Public Parking Hours” means from 5:00 p.m. Mountain Time to 11:59 p.m. Mountain Time, Monday through Friday; and from 8:00 a.m. Mountain Time to 11:59 p.m. Mountain Time on Saturday and Sunday.

“Reserved Spaces” means any parking spaces in the Parking Garage clearly designated by Licensor at any time, or from time to time, as reserved for certain tenants or occupants of the Project and their guest, visitors, employees and invitees, subject to the limitation in Section 4 *below*.

“Term” means the period commencing from the Commencement Date and expiring on the Expiration Date.

2. Parking License. Subject to the terms of this Agreement, Licensor hereby grants to Licensee and each Licensee User an irrevocable license to use, on a non-exclusive basis and only during the Public Parking Hours during the Term, (i) the Designated Spaces for public parking, and (ii) all rights of access, traffic lanes, and roads in the Parking Garage to provide access to and from the Designated Spaces. Licensor acknowledges that pursuant to the Payment Agreement, Licensee is obligated to reimburse Licensor for a portion of the cost of constructing the Parking Garage, as more particularly provided in the Payment Agreement. As a result, and except as expressly provided in this Agreement, no license payment or rent shall be payable by Licensee under this Agreement except as expressly required in the Payment Agreement. Licensor represents and warrants that, notwithstanding anything in this Agreement to the contrary, Licensor will maintain a minimum of 1,250 Designated Spaces during the Term.

3. Non-exclusive/Transferable Rights. Licensor shall have the right to grant similar rights, easements, leases and licenses to others for the use of the Designated Spaces as shall be determined in the sole discretion of the Licensor. Licensor acknowledges that Licensee intends to grant to both Sandy City and Salt Lake County a right to use all of Licensee's rights under this Agreement, and Licensor consents to the same; provided however that Licensee shall remain fully liable for all of its obligations hereunder notwithstanding such grant.

4. Reserved Spaces/Reconfiguration. Licensor shall have the right from time to time and in its sole discretion to designate certain parking spaces in the Parking Garage as Reserved Spaces, but only so long as the number of Designated Spaces is at least 1,250 spaces. In addition, the Licensor hereby reserves the right, so long as Licensor does not unreasonably interfere with or impair any Licensee User's rights to use the Parking Garage and the Designated Spaces, (i) to reconfigure the layout of the Parking Garage, the Project and the Designated Spaces (or any part thereof) so long as the number of Designated Spaces is at least 1,250 spaces, and (ii) to close temporarily the Designated Spaces or the Parking Garage for maintenance or repair purposes, but only for so long as is reasonable and necessary in order to carry out such work. Initially, the Designated Surface Parking Stalls shall be located as depicted in the diagram attached as **Exhibit C**; the Licensor may, subject to the terms of this paragraph, change the locations of the Designated Surface Parking Stalls by providing notice to Licensee in writing in substantially the form attached as **Exhibit D**.

5. Maintenance and Repair. Licensor will, at Licensor's sole expense except as set forth in Section 3 above, cause to be performed at any time and from time to time during the Term, at Licensor's sole expense, all maintenance, upkeep, capital improvements and repairs reasonably necessary to maintain the Parking Garage and the Designated Spaces in commercially reasonable, first class condition at all times according to the standard of other similarly-situated first class commercial project parking structures in Sandy, Utah.

6. Insurance.

- a. *Types of Insurance:* Licensor shall maintain in full force and effect at all times during the Term, at Licensor's sole cost and expense, for the protection of Licensor and the Licensee Users, as their interests may appear in this Agreement, policies of insurance issued by a carrier or carriers that comply with Section 6.b. below which afford the following coverages: (i) worker's compensation: statutory limits; (ii) commercial general liability insurance (occurrence form) providing coverage against any and all claims for bodily injury and property damage occurring in, on or about the Parking Garage arising out of the use and/or occupancy of the Parking Garage. Such insurance shall include coverage for, without limitation, blanket contractual liability, fire damage, premises, personal injury, completed operations, and products liability. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit and excess/umbrella insurance in the amount of Two Million Dollars (\$2,000,000). If Licensor has other locations that it owns or leases, the policy shall include an aggregate limit per location endorsement. Such insurance shall be written on a replacement cost basis (without deduction for depreciation) in an amount equal to one hundred percent (100%) of the full replacement value of the Parking Garage.
- b. *Insurance Policies:* Insurance required to be maintained by Licensor shall be written by companies (i) licensed to do business in the State of Utah, (ii) domiciled in the United States of America, and (iii) having a "General Policyholders Rating" of at least A:X as set forth in the most current issue of "A.M. Best's Rating Guides." Any

deductible amounts under any of the insurance policies required hereunder shall not exceed One Thousand Dollars (\$1,000.00). Licensor shall deliver to Licensee certificates of insurance and true and complete copies of any and all endorsements required herein for all insurance required to be maintained by Licensor hereunder at the time of execution of this Agreement by Licensor. Licensor shall, at least thirty (30) days prior to expiration of each policy, furnish Licensee with certificates of renewal or "binders" thereof. Each certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior written notice to the parties named as additional insureds as required in this Agreement (except for cancellation for nonpayment of premium, in which event cancellation shall not take effect until at least ten (10) days' notice has been given to Licensee). Licensor shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms of this Agreement under a blanket insurance policy, provided such blanket policy expressly affords coverage for the Parking Garage and for Licensee Users as required by this Agreement

- c. *Additional Insureds and Coverage:* Licensee and Licensee Users shall be named as additional insureds under all of the policies required above. Additionally, such policies shall provide for severability of interest. All insurance to be maintained by Licensor shall, except for workers' compensation insurance, be primary, without right of contribution from insurance maintained by Licensee. Any umbrella/excess liability policy (which shall be in "following form") shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. The limits of insurance maintained by Licensor shall not limit Licensor's liability under this Agreement. It is the parties' intention that the insurance to be procured and maintained by Licensor as required herein shall provide coverage for any and all damage or injury arising from or related to Licensor's operation of, and use by Licensor or Licensee Users and any of their agents, employees, customers, guests, invitees, of the Parking Garage, whether such events occur within the Designated Spaces (or in any other areas of the Parking Garage. It is not contemplated or anticipated by the parties that the aforementioned risks of loss be borne by Licensee's insurance carriers, rather it is contemplated and anticipated by Licensee and Licensor that such risks of loss be borne by Licensor's insurance carriers pursuant to the insurance policies procured and maintained by Licensor as required herein.
- d. *Failure of Licensor to Purchase and Maintain Insurance:* In the event Licensor does not purchase the insurance required in this Agreement or keep the same in full force and effect throughout the Term or at any time during the Term, Licensee may, but without obligation to do so, purchase the necessary insurance and pay the premiums therefor. If Licensee so elects to purchase such insurance, Licensor shall promptly pay to Licensee the amount so paid by Licensee, upon Licensee's demand. If Licensor fails to maintain any insurance required in this Agreement, Licensor shall be fully and unconditionally liable for all losses, damages and costs actually incurred by Licensee resulting from such failure.
- e. *Waiver of Subrogation:* Licensee and Licensor hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. This provision is intended to waive fully, and for the benefit of the parties hereto, any rights and/or claims which might give rise to a

right of subrogation in favor of any insurance carrier. The coverage obtained by Licensor shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance. The provisions of this Section 6 shall not apply in those instances in which such waiver of subrogation would invalidate such insurance coverage or would cause either party's insurance coverage to be voided or otherwise uncollectible.

7. Damage or Destruction. If the Designated Spaces are damaged or destroyed by any casualty insured against under any insurance policy maintained by Licensor, Licensor shall, on receipt of the insurance proceeds, hold such insurance proceeds in trust for the benefit of Licensee, and Licensor shall use such insurance proceeds to promptly repair the Designated Spaces to substantially the condition in which the Designated Spaces were immediately prior to such damage or destruction. Licensor's obligation of repair shall be limited to the proceeds received by Licensor from any insurance policy maintained by Licensor. If (a) by reason of such occurrence the Parking Garage is rendered wholly unusable, (b) the Designated Spaces are damaged as a result of a risk not covered by insurance, (c) the Parking Garage is damaged in whole or in part during the last twelve (12) months of the Term existing as of the date immediately prior to such damage or destruction, or (d) insurance proceeds adequate to repair the Parking Garage and Designated Spaces are not available to Licensor for any reason, Licensor may either elect to repair the damage or cancel this Agreement by notice of cancellation to Licensee. However, if this Agreement is terminated by Licensor under this Section 7, Licensor shall promptly pay to Licensee, an amount equal to (a) the amount of any insurance proceeds with respect to the Parking Garage actually received by Licensor as a result of such casualty, (b) multiplied by a fraction, the numerator of which is the number of days remaining in the Term, and the denominator of which is the number of days in the Term.

8. Indemnification. Except to the extent caused by Licensee or a Licensee User or to the extent Licensee is entitled to Governmental Immunity (as defined below), Licensor shall indemnify, defend and hold harmless Licensee, including its respective officers, agents, employees, and directors, from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, including reasonable attorney's fees, arising from: (i) the gross negligence or willful misconduct of Licensor; and (ii) a breach by Licensor of its obligations under this Agreement. Except to the extent caused by Licensor, Licensee shall indemnify, defend and hold harmless each Licensor, including its respective officers, agents, employees, and directors, from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, including reasonable attorney's fees, arising from: (i) the gross negligence or willful misconduct of Licensee; and (ii) a breach by Licensee of its obligations under this Agreement.

9. Condemnation. As used in this Section 9, the term "Condemnation Proceedings" means any actions or proceedings in which any interest in the Designated Spaces are taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or by purchase or other means in lieu of such exercise. This Agreement shall automatically terminate as of the date of the taking with respect to any Designated Spaces taken through Condemnation Proceedings. The phrase "as of the date of the taking" means the date of taking actual physical possession by the condemning authority or such earlier date as the condemning authority gives notice that it is deemed to have taken possession. Licensor may terminate this Agreement if more than twenty-five percent (25%) of the Parking Garage is taken. Subject to the terms of this Section 9, whether or not this Agreement is terminated as a consequence of Condemnation Proceedings, all damages or compensation awarded for a partial or total taking, including any award for severance damage, shall be the sole and exclusive property of Licensor. However, if this Agreement is terminated by Licensor under this Section 9 as a result of Condemnation Proceedings that do not involve Licensee, Sandy City or Salt Lake County, Licensor shall promptly pay to Licensee, an amount equal to (a) the amount of any condemnation award with respect to the Parking Garage actually received by Licensor as a result of such Condemnation Proceedings, (b) multiplied by a fraction,

the numerator of which is the number of days remaining in the Term, and the denominator of which is the number of days in the Term.

10. No Assignment. Except as expressly permitted by Section 3 *above*, Licensee shall not assign, transfer, mortgage, encumber, pledge or hypothecate this Agreement or Licensee's interest in this Agreement, in whole or in part, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise or sublicense all or any part of the Designated Spaces. At Licensor's option, any assignment or such sublicense without Licensor's prior consent, shall be void *ab initio* (from the beginning).

11. No Vehicular Repairs or Restoration. Repair or restoration of any vehicle of any kind within the Parking Garage or on the Designated Space by Licensee or the Licensed Users is prohibited except for emergency repairs and then only to the extent necessary to enable movement of the vehicle from the Project.

12. Default by Licensor. Licensor shall not be in default under this Agreement unless Licensor fails to perform an obligation required of Licensor under this Agreement within thirty (30) days after written notice by Licensee to Licensor and the holder of any mortgage or deed of trust covering the Project whose name and address have been furnished to Licensee in writing, specifying the respects in which Licensor has failed to perform such obligation, and such holder fails to perform such obligation within a second thirty (30) day period commencing on the expiration of such first thirty (30) day period. If the nature of such obligation is such that more than thirty (30) days are reasonably required for performance or cure, Licensor shall not be in default if Licensor or such holder commences performance within their respective thirty (30) day periods and after such commencement diligently prosecutes the same to completion.

13. Default by Licensee. Licensee shall not be in default under this Agreement unless Licensee fails to perform an obligation required of Licensee under this Agreement within thirty (30) days after written notice by Licensor to Licensee specifying the respects in which Licensee has failed to perform such obligation, and such holder fails to perform such obligation. If the nature of such obligation is such that more than thirty (30) days are reasonably required for performance or cure, Licensee shall not be in default if Licensee commences performance within the thirty (30) day period and after such commencement diligently prosecutes the same to completion.

14. Remedies. Licensor and Licensee shall, respectively, have all remedies available at law or equity, and provided under this Agreement, such rights being cumulative in nature. Notwithstanding the foregoing, however, after a default by Licensor as described in Section 12 *above*, Licensee may elect, as its sole remedy, any one of the following: (i) Licensee may obtain an injunction or other equitable remedy which orders Licensor to comply with the provisions of this Agreement, (ii) Licensee may obtain a judgment for damages against Licensor arising from Licensor's default, or (iii) do all things necessary or desirable to remedy the default of Licensor, in which case Licensor shall reimburse Licensee for all of its out-of-pocket costs and expenses relating to such remedial action together with interest at the rate of Six Percent (6.0%) per annum beginning on the date each such payment was made by Licensee.

15. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Project, the Project or the Designated Spaces for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this Agreement be strictly limited to the purposes expressed in this License and that any and all uses by any Licensee User(s) shall be subject to the terms and conditions of this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended without the written agreement of both parties, and, if applicable, any Mortgagee holding a first position lien of record (i.e. a lien created by a mortgage or deed of trust that is not subordinate to any other monetary lien or

encumbrance, except liens for taxes or other liens which are given priority by statute) on the Project. For purposes hereof, “Mortgagee” shall mean any person or entity (and any successor to the interest of any such person or entity) named as a mortgagee or beneficiary in any mortgage, deed of trust or other document pledging the Project, as the case may be, or an interest therein as security for payment of a debt or obligation. If the location of the land to be used for parking by Licensee is relocated due to a casualty or taking, the parties shall execute, acknowledge and record in the official land records of Salt Lake County with respect to the land on which parking is to be located, a new parking license agreement in substantially the same form as this Agreement.

17. Rules and Regulations; Enforcement. Licensors may promulgate reasonable rules and regulations regarding the use of the Designated Spaces, and may modify such rules and regulations at any time and from time to time. Licensors may enforce, without liability to Licensee, such rules and regulations or the other provisions of this Agreement relating to the use of the Designated Spaces against the violating users by commercially reasonable enforcement mechanisms including, without limitation, fines, towing and booting.

18. Covenants Run With Land. This Agreement shall inure to the benefit of and be binding upon Licensors and Licensee and their respective successors and assigns, and the benefits and burdens created by this Agreement shall run with the land with respect to the Project.

19. Estoppel Certificates. Within 10 days after request, each party shall furnish to the other party, for use by such party and/or potential buyers, lenders, and Licensees, a statement describing any alleged breaches of this Agreement, or if none, so stating, and such other matters relating to this Agreement as may reasonably be requested.

20. Recourse by Licensee. Anything in this Agreement to the contrary notwithstanding, Licensee shall look solely to the equity of Licensors in the Parking Garage, subject to the prior rights of the holder of any mortgage or deed of trust, for the collection of any judgment (or other judicial process) requiring the payment of money by Licensors on any default or breach by Licensors with respect to any of the terms, covenants and conditions of this Agreement to be observed or performed by Licensors, and no other asset of Licensors or any other person shall be subject to levy, execution or other procedure for the satisfaction of Licensee’s remedies.

21. Force Majeure. A Party shall be excused for any delay in the performance of any of its non-monetary obligations hereunder when prevented from so doing by cause or causes beyond its control, including, without limitation, strikes and labor disputes; civil commotion; war; governmental regulations or controls; fire or other casualty; inability to obtain any material (or reasonable substitute therefor), labor or service; acts of God; or failure or delay of governmental entities to take action (collectively, “Events of Force Majeure”).

22. Attorney Fees. In the event either Party commences litigation for the judicial interpretation, enforcement, termination, cancellation or rescission hereof, or for damages (including liquidated damages) for the breach hereof, then, in addition to any or all other relief awarded in such litigation, the prevailing Party therein shall be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred. The prevailing Party shall be considered any party that obtains a net judgment for monetary damages against the other Party, regardless of amounts alleged in the initial pleadings.

23. Miscellaneous. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Utah. Venue on any action arising out of this Agreement shall be proper only in the District Court of Salt Lake County, State of Utah. **LICENSOR AND LICENSEE WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT**

BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS AGREEMENT OR THE USE OF THE DESIGNATED SPACES. Time is of the essence of each provision of this Agreement.

24. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one and the same Agreement. Facsimiles of signatures may be accepted in lieu of original signatures and shall have the force and effect of such original signatures.

25. Governmental Immunity. Notwithstanding anything in this Agreement to the contrary, Licensee reserves all, and does not waive any, of its rights, privileges and immunities as provided under the Governmental Immunity Act of Utah, Title 63G, Chapter 7, of the Utah Code Ann. (as amended or replaced from time to time) and any other similar applicable law (collectively, "Governmental Immunity").

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

“LICENSOR”

WCFRD LLC, a Utah limited liability company

By: _____

Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, the Manager of WCFRD LLC, a Utah limited liability company.

Notary Public
Residing at: _____

My Commission Expires:

“LICENSEE”

REDEVELOPMENT AGENCY OF SANDY CITY,
a political subdivision of the State of Utah

Tom Dolan, Executive Director

Attest:

Vickey Barrett, Secretary

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2016,
by Tom Dolan, the Executive Director of the Redevelopment Agency of Sandy City, a political
subdivision of the State of Utah.

Notary Public
Residing at:_____

My Commission Expires:

Exhibit A
To
Parking Agreement

Legal Description of the Subject Parcel

All of Future Lots 5 and 6 of the forthcoming Towne Ridge, a subdivision in Sandy, Salt Lake County, Utah described metes and bounds as follows:

A part of the Northeast Quarter of Section 12, Township 3 South, Range 1 West, and the Northwest Quarter of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Northerly Line of the new alignment of Albion Village Way located 375.53 feet North $0^{\circ}08'35''$ West along the Section Line, and 142.52 feet South $89^{\circ}49'00''$ West from the East Quarter Corner of said Section 12; said point of beginning is also located 375.27 feet North $0^{\circ}11'00''$ West along the monument line, and 234.83 feet South $89^{\circ}49'00''$ West from the centerline monument in the intersection of 9800 South Street and State Street; and running thence South $89^{\circ}49'00''$ West 13.91 feet to a point of curvature; thence Westerly along the arc of a 526.50 foot radius curve to the left a distance of 59.71 feet (Central Angle equals $6^{\circ}29'54''$ and Long Chord bears South $86^{\circ}34'03''$ West 59.68 feet); thence South $0^{\circ}11'00''$ East 10.07 feet; thence Southwesterly along the arc of a 516.50 foot radius curve to the left a distance of 83.09 feet (Center bears South $6^{\circ}48'29''$ East; Central Angle equals $9^{\circ}13'04''$ and Long Chord bears South $78^{\circ}34'59''$ West 83.01 feet) to a point of tangency; thence South $73^{\circ}58'27''$ West 8.71 feet to a point of curvature; thence Westerly along the arc of a 469.70 foot radius curve to the right a distance of 291.50 feet (Central Angle equals $35^{\circ}33'33''$ and Long Chord bears North $88^{\circ}14'46''$ West 286.85 feet) to a point of tangency; thence North $70^{\circ}28'00''$ West 255.38 feet to a point of curvature; thence Northwesterly along the arc of a 183.50 foot radius curve to the right a distance of 151.64 feet (Central Angle equals $47^{\circ}20'47''$ and Long Chord bears North $46^{\circ}47'36''$ West 147.36 feet) to a point of tangency; thence North $23^{\circ}07'13''$ West 117.48 feet; thence North $33^{\circ}59'08''$ East 8.97 feet; thence North $20^{\circ}49'07''$ East 179.58 feet to the Southerly Line of Towne Ridge Parkway; thence along said Southerly Line the following five courses: South $65^{\circ}49'53''$ East 48.23 feet; North $20^{\circ}15'52''$ East 3.39 feet; Northeasterly along the arc of a 331.00 foot radius curve to the left a distance of 415.76 feet (Center bears North $20^{\circ}15'52''$ East, Central Angle equals $71^{\circ}58'02''$ and Long Chord bears North $74^{\circ}16'51''$ East 388.96 feet) to a point of tangency; North $38^{\circ}17'50''$ East 246.70 feet to a point of curvature; and Northeasterly along the arc of a 287.00 foot radius curve to the right a distance of 80.24 feet (Central Angle equals $16^{\circ}01'06''$ and Long Chord bears North $46^{\circ}18'23''$ East 79.98 feet); thence South $47^{\circ}19'13''$ East 74.89 feet to a point of curvature; thence Southeasterly along the arc of a 214.50 foot radius curve to the right a distance of 66.65 feet (Central Angle equals $17^{\circ}48'15''$ and Long Chord bears South $38^{\circ}25'06''$ East 66.39 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 27.50 foot radius curve to the left a distance of 33.06 feet (Central Angle equals $68^{\circ}52'13''$ and Long Chord bears South

63°57'05" East 31.10 feet); thence Southeasterly along the arc of a 233.50 foot radius curve to the right a distance of 93.84 feet (Center bears South 66°47'26" West, Central Angle equals 23°01'34" and Long Chord bears South 11°41'47" East 93.21 feet) to a point of tangency; thence South 0°11'00" East 195.08 feet; thence North 89°49'00" East 181.83 feet to the West Line of State Street; thence South 0°11'00" East 61.57 feet along said West Line; thence South 89°49'00" West 181.83 feet; thence South 0°11'00" East 319.19 feet to the point of beginning.

Contains 451.163 sq. ft.
or 10.357 acres

**Exhibit B
To
Parking Agreement**

Legal Description of the Project

All of Future Lots 2, 3, 4, 5 and 6 of the forthcoming Towne Ridge, a subdivision in Sandy, Salt Lake County, Utah described metes and bounds as follows:

A part of the Northeast Quarter of Section 12, Township 3 South, Range 1 West, and the Northwest Quarter of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

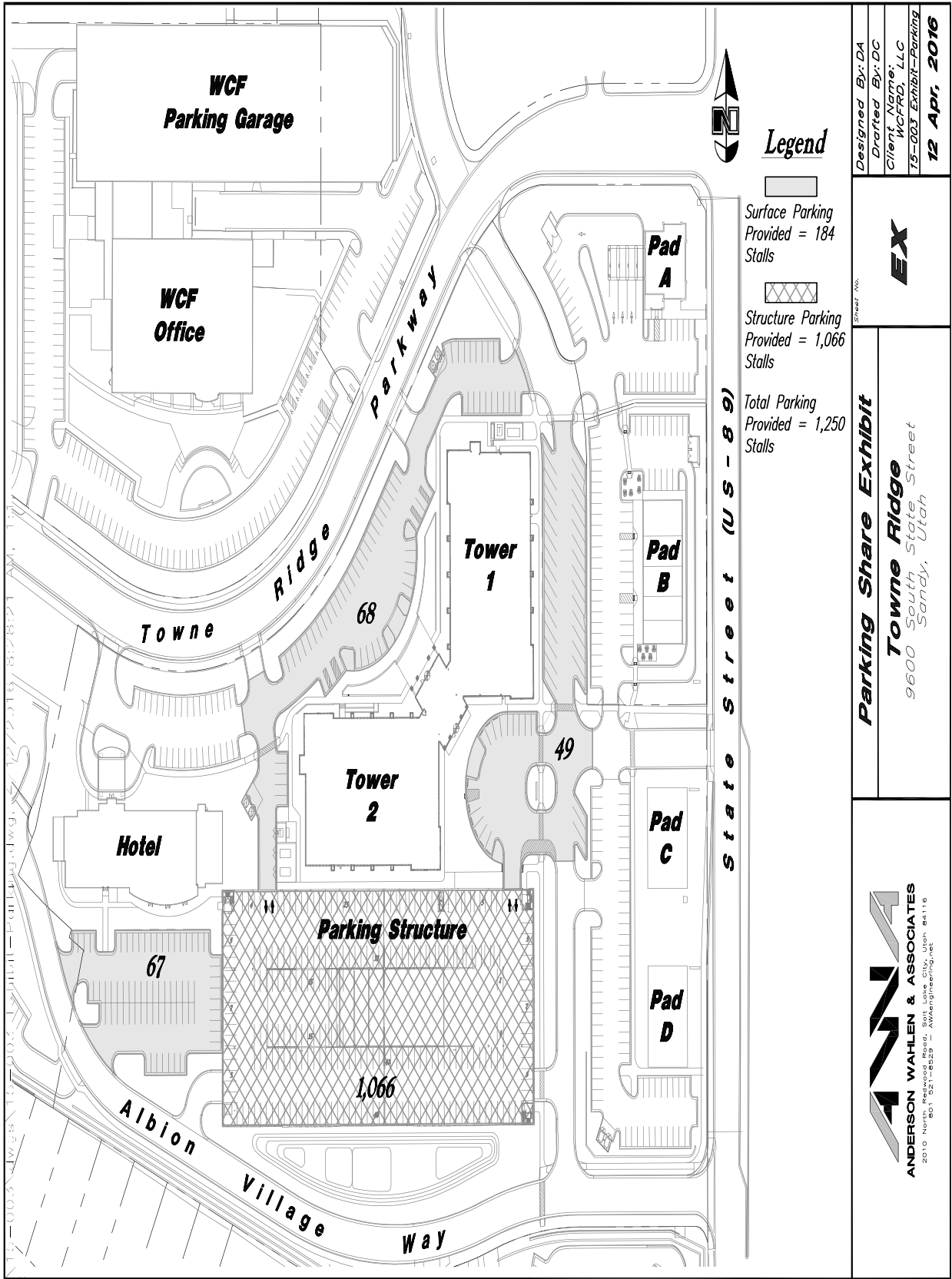
Beginning at a point on the Northerly Line of the new alignment of Albion Village Way and the West Line of State Street located 395.56 feet North $0^{\circ}08'35''$ West along the Section Line, and 39.30 feet North $89^{\circ}51'25''$ East from the East Quarter Corner of said Section 12; said point of beginning is also located 395.27 feet North $0^{\circ}11'00''$ West along the monument line, and 53.00 feet South $89^{\circ}49'00''$ West from the centerline monument in the intersection of 9800 South Street and State Street; and running thence Southwesterly along the arc of a 20.00 foot radius curve to the right a distance of 31.42 feet (Center bears South $89^{\circ}49'00''$ West, Central Angle equals $90^{\circ}00'00''$ and Long Chord bears South $44^{\circ}49'00''$ West 28.28 feet) to a point of tangency; thence South $89^{\circ}49'00''$ West 175.74 feet to a point of curvature; thence Westerly along the arc of a 526.50 foot radius curve to the left a distance of 59.71 feet (Central Angle equals $6^{\circ}29'54''$ and Long Chord bears South $86^{\circ}34'03''$ West 59.68 feet); thence South $0^{\circ}11'00''$ East 10.07 feet; thence Southwesterly along the arc of a 516.50 foot radius curve to the left a distance of 83.09 feet (Center bears South $6^{\circ}48'29''$ East; Central Angle equals $9^{\circ}13'04''$ and Long Chord bears South $78^{\circ}34'59''$ West 83.01 feet) to a point of tangency; thence South $73^{\circ}58'27''$ West 8.71 feet to a point of curvature; thence Westerly along the arc of a 469.70 foot radius curve to the right a distance of 291.50 feet (Central Angle equals $35^{\circ}33'33''$ and Long Chord bears North $88^{\circ}14'46''$ West 286.85 feet) to a point of tangency; thence North $70^{\circ}28'00''$ West 255.38 feet to a point of curvature; thence Northwesterly along the arc of a 183.50 foot radius curve to the right a distance of 151.64 feet (Central Angle equals $47^{\circ}20'47''$ and Long Chord bears North $46^{\circ}47'36''$ West 147.36 feet) to a point of tangency; thence North $23^{\circ}07'13''$ West 117.48 feet; thence North $33^{\circ}59'08''$ East 8.97 feet; thence North $20^{\circ}49'07''$ East 179.58 feet to the Southerly Line of Towne Ridge Parkway; thence along said Southerly Line the following eight courses: South $65^{\circ}49'53''$ East 48.23 feet; North $20^{\circ}15'52''$ East 3.39 feet; Northeasterly along the arc of a 331.00 foot radius curve to the left a distance of 415.76 feet (Center bears North $20^{\circ}15'52''$ East, Central Angle equals $71^{\circ}58'02''$ and Long Chord bears North $74^{\circ}16'51''$ East 388.96 feet) to a point of tangency; North $38^{\circ}17'50''$ East 246.70 feet to a point of curvature; and Northeasterly along the arc of a 287.00 foot radius curve to the right a distance of 100.26 feet (Central Angle equals $20^{\circ}00'56''$ and Long Chord bears North $48^{\circ}18'18''$

East 99.75 feet) to a point of compound curvature; Northeasterly along the arc of a 126.00 foot radius curve to the right a distance of 71.18 feet (Central Angle equals $32^{\circ}22'09''$ and Long Chord bears North $74^{\circ}29'51''$ East 70.24 feet); East 216.94 feet; and South $46^{\circ}27'18''$ East 31.73 feet to the West Line of State Street; thence South $0^{\circ}11'00''$ East 770.98 feet along said West Line to the point of beginning.

Contains 601,250 sq. ft.
or 13.803 acres

**Exhibit C
To
Parking Agreement**

Diagram Depicting Initial Locations of Designated Surface Parking Stalls



**Exhibit D
To
Parking Agreement**

[Form of] Notice of Change of Location of Designated Surface Parking Stalls

[Attached]

_____, 20____

Redevelopment Agency of Sandy City
Attn: Executive Director
10000 Centennial Parkway
Sandy, UT 84070

RE: Change to locations of Designated Surface Parking Stalls under that certain Parking Agreement between WCFRD LLC (“Licensor”) and the REDEVELOPMENT AGENCY OF SANDY CITY (“Licensee”) dated April __, 2016.

Dear Executive Director:

Licensor and Licensee entered into the Parking Agreement described above, pursuant to which Licensor granted to Licensee and Licensee Users the right to use certain Designated Surface Parking Stalls as identified by Licensor from time to time. This letter serves as notice, pursuant to Section 4 of the Parking Agreement, that Licensor has elected to change the location of the Designated Surface Parking Stalls. The new locations of the Designated Surface Parking Stalls are depicted in the diagram attached as **Exhibit 1** to this letter. It is recommended that you attach a copy of this letter, including the diagram attached hereto as **Exhibit 1**, to the Parking Agreement in order to avoid any future confusion over the locations of the Designated Surface Parking Stalls.

Sincerely,

LICENSOR: WCFRD LLC

By: _____
Name:
Title

Exhibit 1 to Letter

Diagram of new locations of Designated Surface Parking Stalls

CONSENT OF MORTGAGEE

Workers Compensation Fund, a Utah nonprofit corporation (“WCF”), as the holder of a lien encumbering the land arising under that certain Construction Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing dated June 29, 2015, and recorded on September 18, 2015, as Entry No. 12135230 in Book 10362 at Page 9594 in the official records of Salt Lake County, Utah (the “Deed of Trust”), consents to the foregoing Parking Agreement and hereby subordinates all of its rights, title and interest in and to the Subject Parcel (as that term is defined in the Parking Agreement), now existing or later acquired (including without limitation any rights, title or interest arising under or by way of the Deed of Trust), to the rights and interest of the Licensee (as that term is defined in the Parking Agreement) under the Parking Agreement; the intent being that the Parking Agreement shall have priority over the Deed of Trust and all other rights, title and interest of WCF in the Subject Parcel. In the event of foreclosure by WCF upon the Deed of Trust, or in the event that WCF, for any reason and in any manner, becomes the owner of the Subject Parcel, the Parking Agreement shall continue in force and effect according to its original terms except that WCF shall be substituted as the Licensor under the Parking Agreement.

Workers Compensation Fund, a Utah nonprofit corporation

By: _____

Name: _____

Title: _____

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me on _____, 2016, by _____, the _____ of Workers Compensation Fund, a Utah nonprofit corporation.

Notary Public

Exhibit B
Form of Payment Agreement

PAYMENT AGREEMENT
[WCFRD LLC/Sandy City]

This PAYMENT AGREEMENT (this “Agreement”) is made as of April 26, 2016 (the “Effective Date”) by and between WCFRD LLC, a Utah limited liability company (“Licensor”), and REDEVELOPMENT AGENCY OF SANDY CITY, a political subdivision of the State of Utah (“Licensee”). (Licensor and Licensee are referred to in this Agreement collectively as the “Parties” and individually as a “Party.”)

RECITALS:

A. Pursuant to that certain Parking Agreement dated the same date as this Agreement (the “Parking Agreement”), Licensor granted to Licensee the right to use certain parking spaces within the parking garage to be constructed by Licensor (the “Parking Garage”) and certain other surface parking spaces on the Property located in Salt Lake County, Utah and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”).

B. The Parties desire to enter into this Agreement to set forth the consideration to be paid by Licensee to Licensor in exchange for its right and interest in the Parking Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, the Parking Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties incorporate the above recitals and agree as follows:

1. Payment. Within ten business days after the Effective Date, Licensee shall pay Five Million Nine Hundred Seventy-five Thousand Dollars (\$5,975,000) in cash or other immediately available funds to Licensor (the “Parking Agreement Payment”). At Licensee’s option, the Parking Agreement Payment may be paid through escrow at Backman Title Services, Ltd., Attn: Paul Newton, 165 East 6100 South, Murray, UT 84107, in connection with the issuance of a policy of title insurance to Licensee, insuring Licensee’s rights under the Parking Agreement.

2. Use of Parking Agreement Payment. The Parking Agreement Payment is intended to pay and reimburse Licensor for that portion of the cost of constructing the Parking Garage. Licensor shall use and apply the Parking Agreement Payment solely to fund the cost and expense reasonably incurred in constructing the Parking Garage and for no other purpose whatsoever. Licensee and Licensor acknowledge that but for this Payment Agreement and the Parking Agreement, Licensor is unlikely to construct a Parking Garage of sufficient size to provide the Designated Spaces.

3. Miscellaneous. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Utah. Venue on any action arising out of this Agreement shall be proper only in the District Court of Salt Lake County, State of Utah. **LICENSOR AND LICENSEE WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS AGREEMENT OR THE USE OF THE DESIGNATED SPACES.** Time is of the essence of each provision of this Agreement.

4. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and each shall be considered an original and together they shall constitute one and the same Agreement. Facsimiles of signatures may be accepted in lieu of original signatures and shall have the force and effect of such original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

“LICENSOR”

WCFRD LLC, a Utah limited liability company

By: _____

Name: _____

Title: _____

“LICENSEE”

REDEVELOPMENT AGENCY OF SANDY CITY,
a political subdivision of the State of Utah

Tom Dolan, Executive Director

Attest:

Vickey Barrett, Secretary






MEMORANDUM

To: Nick Duerksen, Redevelopment Agency of Sandy City
From: Jason Burningham, Lewis Young Robertson & Burningham, Inc.
Date: March 24, 2016
Re: Parking Rights Fair Market Value Study

Introduction

Lewis Young Robertson & Burningham, Inc. (LYRB) has been asked to assist the Redevelopment Agency of Sandy City (the "Agency") with conducting an analysis to better understand the potential value that will be created through purchasing \$6,000,000 of parking rights (the "Parking Rights") in Sandy City (the "City"), the specific location of which will be within close proximity of the South Towne Exposition Center (the "Exposition Center").

The source of revenue that will be used to purchase the Parking Rights will come directly from the City. The City received the \$6 million from Salt Lake County (the "County"), pursuant to an Interlocal Agreement, dated August 18, 2015 (the "Interlocal Agreement"). According to the Interlocal Agreement, the City shall use the \$6 million to acquire or develop public parking of public parking rights. The purpose of funding the Parking Rights is to help offset public parking needs in and around the Exposition Center in a cost effective manner. The following provides an overview of how this analysis was approached. The City has determined to give the Agency the \$6 million in order to fund the Parking Rights. The Agency will then enter into an agreement with a developer in order to obtain the Parking Rights.

-  A description of the proposed Parking Rights and purpose related to participation;
-  The estimated value of the Parking Rights; and
-  Findings and Conclusions

Proposed Parking Rights and Purpose of Acquiring Parking Rights

According to the Interlocal Agreement, the Parking Rights shall include the following components and conditions: 1) 1,250 parking spaces, 2) spaces may be part of a parking structure or part of surface parking, 3) spaces shall be open to the public at certain days and times, as further discussed in the Interlocal Agreement, and 4) the parking spaces must be located within 2,500 feet of the Exposition Center.

The Agency is currently in negotiations to purchase Parking Rights within land currently owned by Workers Compensation Fund (WCF). The Parking Rights being considered meet all of the conditions of the County pursuant to the Interlocal Agreement. It is estimated that the Agency will obtain Parking Rights for 1,250 parking stalls within a Parking Structure that is currently being built, as part of a large development on the WCF land.

Estimated Value of Parking Rights

In order to calculate the potential value of the Agency's Parking Rights, LYRB gathered the assessed and market value of both surface and structured parking stalls within the County. On average, surface parking stalls are valued

at \$4,015. The average value of a parking stall within a structures parking facility is \$7,461. The blended average for both parking stall types is \$5,738. Table 1 depicts the average values for each type of stall.

Table 1: Average Parking Stall Values

Parking Type	Average Value
Surface Parking	\$4,015
Structured Parking	\$7,461
Combined	\$5,738




Using these assumptions, parking rights for 1,250 stalls will range from \$5,018,750 to \$9,326,250, depending on if the parking stalls are located within a structure or on a surface lot. It is currently projected that all 1,250 parking stalls will be located within a parking garage, therefore the estimated value of the Agency's Parking Rights will be \$9,326,250. Table 2 shows the assumptions that were used to calculate the Parking Right value.

Table 2: Sandy RDA's Parking Right Value

Assumption	Value
Total Parking Stalls	1,250
Average Structured Parking Stall Value	\$7,461
Total Value of Parking Rights	\$9,326,250

Findings & Conclusions

LYRB concludes the following:

- 
 If the Agency is able to acquire Parking Rights to 1,250 stalls within a parking structure, they will receive \$9,326,250 in value for the \$6,000,000 cost to acquire the Parking Rights. This equates to a benefit of \$3,326,250.
- 
 The \$3.3 million benefit will likely be much higher, as this number does not take into account the other indirect benefits of purchasing the Parking Rights. These benefits include: 1) additional sales tax revenue that could be generated by the additional parking for events at the Exposition Center, 2) an increase in event-related expenses, including dining and shopping within the City, and 3) increase investment in the WCF development.
- 
 If possible, the City and Agency should pursue multi-use parking structures with future developments, as it accommodates public parking needs during peak times without the substantial cost of constructing a standalone public parking structure

Resolution No. RD 16-05

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF SANDY CITY AUTHORIZING THE EXECUTION OF A PARTICIPATION AGREEMENT WITH WORKERS COMPENSATION FUND RELATING TO NEW COMMERCIAL DEVELOPMENT WITHIN THE SOUTH TOWNE RIDGE ECONOMIC DEVELOPMENT PROJECT AREA.

WHEREAS the Redevelopment Agency of Sandy City (the “Agency”) has been created by the Sandy City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Development and Renewal Agencies” (the “Act”);

WHEREAS, the Agency, in furtherance of the purposes of the Act and the Project Area Plan for the South Towne Ridge Economic Development Project Area (the “Project Area”), desires to enter into a Participation Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit A**, encouraging and promoting the private development of a major commercial/office campus within the Project Area.

NOW, THEREFORE, BE IT RESOLVED BY GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF SANDY CITY:

1. The Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and the Executive Director of the Agency is authorized and directed to execute the same for and on behalf of the Agency. The Executive Director is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the intent and purpose of the Agreement, including but not necessarily limited to finalizing any exhibits to the Agreement, and the Executive Director’s signature upon the final Agreement shall constitute the Agency Board’s acceptance of all such minor modifications, amendments, or revisions.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED BY THE REDEVELOPMENT AGENCY OF SANDY CITY on this April 26, 2016.

Kristin Coleman-Nicholl, *Chair*

Tom Dolan, *Executive Director*

Attest:

Vickey Barrett, *Secretary*

Exhibit A
Form of Agreement

PARTICIPATION AGREEMENT

This Participation Agreement (this "Agreement") is entered into as of April 26, 2016, between **Workers Compensation Fund**, a Utah corporation (the "Company") and the **Redevelopment Agency of Sandy City**, a Utah political subdivision (the "Agency").

A. **WHEREAS** the Company currently owns certain real property depicted in **Exhibit A** attached hereto and known currently as Salt Lake County Tax Parcel Nos. 2712276019, 2712276028, 2712283001, 2712284001, 2712276013 and 2712285001 (the "Property"), which Property is located within the boundaries of an economic development project area created by the Agency and known as the South Towne Ridge Economic Development Project Area;

B. **WHEREAS**, the Company intends to develop on the Property a master commercial development that, it is anticipated, will include: (a) 374,762 square feet of class "A" office space; (b) 23,000 square feet of retail; (c) a 124-room hotel; and (d) two parking structures totaling 1,652 stalls (the "Development Project");

C. **WHEREAS**, it is estimated that the total assessed value of the Development Project upon full build out will be \$90,815,894.00, which will result in the anticipated generation of about \$1,252,805.00 in annual tax increment;

D. **WHEREAS**, the Company has presented to the Agency sufficient information, including development plans and alternatives, and a projected financing pro forma, showing justification for the Agency's participation by reimbursing the Company for certain extraordinary site development costs, including, in particular, the physical diversion and covering of a canal on the Property;

E. **WHEREAS**, the Agency has adopted the South Towne Ridge Economic Development Project Area Plan (the "Plan"), which, under applicable Utah law, authorizes the Agency to collect and use tax increment for, among other things, the purposes of this Agreement;

F. **WHEREAS**, due to its location within the Project Area, the Property generates tax increment revenues that are diverted to the Agency under the Plan and as provided under applicable Utah law;

G. **WHEREAS**, the Agency is, subject at all times to the prior performance of the Company as described below, willing to provide a portion of the tax increment generated from the Development Project (and actually received by the Agency each year) to the Company in order to defray the extraordinary site development costs relating to the Development Project;

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants, conditions, and considerations as more fully set forth below, the parties hereby agree as follows:

1. **Company Commitments.** Notwithstanding anything in this Agreement to the contrary, the Company shall not be entitled to receive any payment(s) from the Agency under this Agreement unless the Company timely and properly pays all taxes assessed on or generated from the Property, including but not necessarily limited to real property, personal property, and *ad valorem* to the appropriate taxing authorities.

2. **Post-Performance Tax Incentives.** Subject to the Reimbursement Cap Amount described in the next section, the Agency agrees to contribute to the Company the following annual financial incentive, on a reimbursement basis, for a portion of the costs of the Company in diverting and covering a canal located on the Property: The Agency will pay to the Company, on an annual basis through and including the tax year 2019, an amount equal to 80% of all legally available tax increment revenues generated from the Development Project and actually received by the Agency from the Salt Lake County Treasurer each year pursuant to the Plan and applicable Utah law (each annual payment being an “Annual Tax Increment Payment”). For purposes of clarification, the parties intend that 80% of tax increment revenues generated from the Development Project (and actually received by the Agency each year) will be paid to the Company, while the remaining 20% will be retained by the Agency for income-targeted housing purposes as provided and required by the Plan and applicable Utah law. The Agency cannot and does not guarantee any specific amount of tax increment; instead, all obligations of the Agency are conditional on the amount of tax increment actually paid to the Agency by the Salt Lake County Treasurer. At the Company’s request, the Agency shall use commercially reasonable efforts to enforce its right to collect tax increment from the Development Project pursuant to the Plan and applicable Utah law. Utah Code Ann. 17C-1-102 (2015) provides a thorough definition of tax increment revenue, but in general, it means the increased property taxes, resulting from new development, over and above the base taxable value of the property, of which the Agency is entitled a percentage of this increased property tax for a period of time, as outlined in the Plan.

3. **Reimbursement Cap Amount.** Notwithstanding anything in this Agreement to the contrary, the maximum total amount of tax increment that the Agency will pay to the Company is \$1,500,000.00 (the “Reimbursement Cap Amount”). In no event will the Agency pay more than the Reimbursement Cap Amount to the Company. If any Annual Tax Increment Payment would otherwise be in an amount that would cause the total payments to the Company to exceed the Reimbursement Cap Amount then that Annual Tax Increment Payment shall be reduced to an amount that will cause the total amount of all Annual Tax Increment Payments made by the Agency to the Company to equal to the Reimbursement Cap Amount.

4. **Timing of Annual Incentive Payments.** The Agency will make the first Annual Tax Increment Payment within thirty days after the Agency receives from the Salt Lake County Treasurer the final tax increment payment for the tax year 2016, and the Agency will continue making the Annual Tax Increment Payments for an additional three years (for a maximum total of four Annual Tax Increment Payments) within the same thirty-day period in each successive year. For informational purposes, the Agency typically receives tax increment payments from the Salt Lake County Treasurer in March or April (for the preceding tax year), which means the Agency will likely pay the first Annual Tax Increment Payment to the Company around April or May of 2017, and then the successive three payments in April or May of 2018, 2019, and 2020 (again, subject to the Reimbursement Cap Amount).

5. **Agency Authority.** The Company acknowledges that the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from Sandy City, for the purpose of, among other things, promoting the urban renewal, economic development and community development in the City. The Company acknowledges that Sandy City is not a party to this Agreement and Sandy City will not have any duties, liabilities or obligations under this Agreement. The Company understands that the Agency has no independent taxing power, and therefore the Agency’s sole source of revenue is tax increment financing as provided under Utah law. If Utah law is amended or superseded by new law so as to reduce or eliminate the amount of tax increment to be paid to the Agency, the Agency’s obligation to pay Annual Tax Increment Payments to the Company shall be accordingly reduced

or eliminated. Similarly, if a court of competent jurisdiction declares that the Agency cannot receive tax increment, or make payments to the Company from tax increment revenues as provided in this Agreement, or takes any other action which eliminates or reduces the amount of tax revenues paid to the Agency, the Agency's obligation to make Annual Tax Increment Payments to the Company shall be accordingly reduced or eliminated.

6. **Prior Tax Increment Funding Agreement.** The Agency and the Company have previously entered into a Tax Increment Funding Agreement dated September 28, 2010 (the "Prior Agreement"), which Prior Agreement relates, generally, to the development of, and tax increment arising from, certain real property (the "Adjacent Property") located adjacent to the Property defined herein; a portion of the Adjacent Property has been developed and is generating tax increment (the "Developed Adjacent Property"), while the remaining portion of the Adjacent Property currently remains undeveloped (the "Undeveloped Adjacent Property"). The Adjacent Property is currently known as Salt Lake County Tax Parcel No. 271228001, which single Tax Parcel No. includes both the Developed Adjacent Property and the Undeveloped Adjacent Property. Nothing in this Agreement modifies, amends, or alters the Prior Agreement in any way with relation to the Developed Adjacent Property; the intent being that the Company will receive the benefit of tax increment generated by any existing development on the Developed Adjacent Property pursuant to the Prior Agreement, and the Company will receive the benefit of tax increment generated from new development on the Property and the Undeveloped Adjacent Property pursuant to this Agreement. The Property, the Undeveloped Adjacent Property, and the Developed Adjacent Property are each identified in the diagram attached as **Exhibit A** to this Agreement. The Adjacent Property is currently known as Salt Lake County Tax Parcel No. 271228001, which single Tax Parcel No. includes both the Developed Adjacent Property and the Undeveloped Adjacent Property. As a condition precedent to including the Undeveloped Adjacent Property as a part of the Property from which tax increment will be paid under this Agreement, the Company must cause the Salt Lake County Assessor to separately identify, by separate Tax Parcel Nos., the Developed Adjacent Property and the Undeveloped Adjacent Property, so that tax increment can be calculated separately for each of the Developed Adjacent Property and the Undeveloped Adjacent Property respectively. If the Company is not able to cause the Salt Lake County Assessor to divide the Adjacent Property into two separate Tax Parcel Nos. then the Agency shall have the sole and absolute discretion to determine the amount of tax increment generated from each of the Developed Adjacent Property and the Undeveloped Adjacent Property respectively, and accordingly, how much tax increment should be paid under this Agreement or the Prior Agreement, respectively, and the Company waives any rights to challenge the Agency's determination(s). The Company acknowledges that it may be required to subdivide the Adjacent Property before the Salt Lake County Assessor will assign separate Parcel Id Nos. to the Developed Adjacent Property and the Undeveloped Adjacent Property.

7. **Agreement Term/Breach/Termination.** This Agreement shall automatically terminate and expire upon the first to occur of either of the following: (i) payment of the final Annual Tax Increment Payment by the Agency to the Company, which the parties anticipate will be in approximately April or May of 2020, or (ii) payment of the Reimbursement Cap Amount. This Agreement may also be terminated earlier as follows: Upon the material breach of this Agreement by either party, the non-breaching party may provide notice to the breaching party. The breaching party shall have 30 days to cure the breach, and if the breach is not timely cured, the non-breaching party may then terminate this Agreement by providing notice to the breaching party.

8. **Successors and Assigns.** This Agreement shall be binding upon the parties and their respective successors and assigns. Neither this Agreement nor any of the rights of the Company under this Agreement may be assigned by the Company without the prior written consent of the

Agency; provided, however, that consent of the Agency shall not be unreasonably withheld or delayed for any request to assign all or part of the rights of the Company to a party who shall become the owner of real property located within the Development Project. The preceding restriction shall not be applicable to any pledge or assignment of Company's rights under this Agreement as security for the repayment of a loan which is encumbered by all or part of the Property or the Development Project. The Company shall timely provide the Agency written notice of any such collateral assignment. Notwithstanding any of the foregoing, however, the Agency shall have no obligation to provide any payments, communications, information, or correspondence to or with any of the Company's assignees, it being understood that the administrative burden of apportioning the Company's rights under this Agreement among the various assignees, if any, of the Company shall be borne by the Company. The Agency will continue to make all payments, provide all notices, and communicate and correspond with the Company only, notwithstanding that the Company may have assigned some or all of its rights under this Agreement.

9. **Amendments.** Except as otherwise provided herein, this Agreement may be modified or amended by, and only by, a written instrument duly authorized and executed by the Company and the Agency.

10. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of Utah, and any action pertaining hereto shall be brought in the applicable state or federal court having jurisdiction in Salt Lake County, Utah.

11. **Incorporation of Recitals and Exhibits.** The above recitals are hereby incorporated and made an integral and binding part of this Agreement.

12. **Further Assurances.** The parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

13. **Indemnification.** The Company shall indemnify, defend (with counsel of the indemnitee's choosing), and hold the Agency and Sandy City (including their respective officers, directors, agents, employees, contractors, and consultants) harmless from and against all liability, loss, damage, costs or expenses, including attorneys' fees and court costs, arising from or as a result of death, injury, accident, loss or damage of any kind caused to any person or property because of the act(s), error(s), or omission(s) of the Company (including its officers, directors, agents, employees, contractors, and consultants) upon or in connection with the Property or in connection in any way with this Agreement.

14. **Third-Party Beneficiaries.** Except for Sandy City which is an intended third-party beneficiary as described in the immediately preceding paragraph regarding indemnification, this Agreement is intended solely for the benefit of the Agency and the Company and there are no intended third party beneficiaries.

15. **No Liability of Officials or Employees.** No director, officer, agent, employee, or consultant of the Agency or the Company shall be personally liable to the other party hereto, or any successor in interest, in the event of any default or breach by the Agency or Company or for any amount which may become due to the Company or its successors or on any obligations under the terms of this Agreement.

16. **No Legal Relationships.** The parties disclaim any partnership, joint venture, fiduciary, agency or employment status or relationship between them. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party, nor shall they make any representation to any third party inconsistent with this paragraph.

[Signature page to follow – remainder intentionally blank]

THIS AGREEMENT IS EXECUTED to be effective as of the day and year first above written.

COMPANY: WORKERS COMPENSATION FUND,
a Utah corporation

By: _____
Name:
Title:

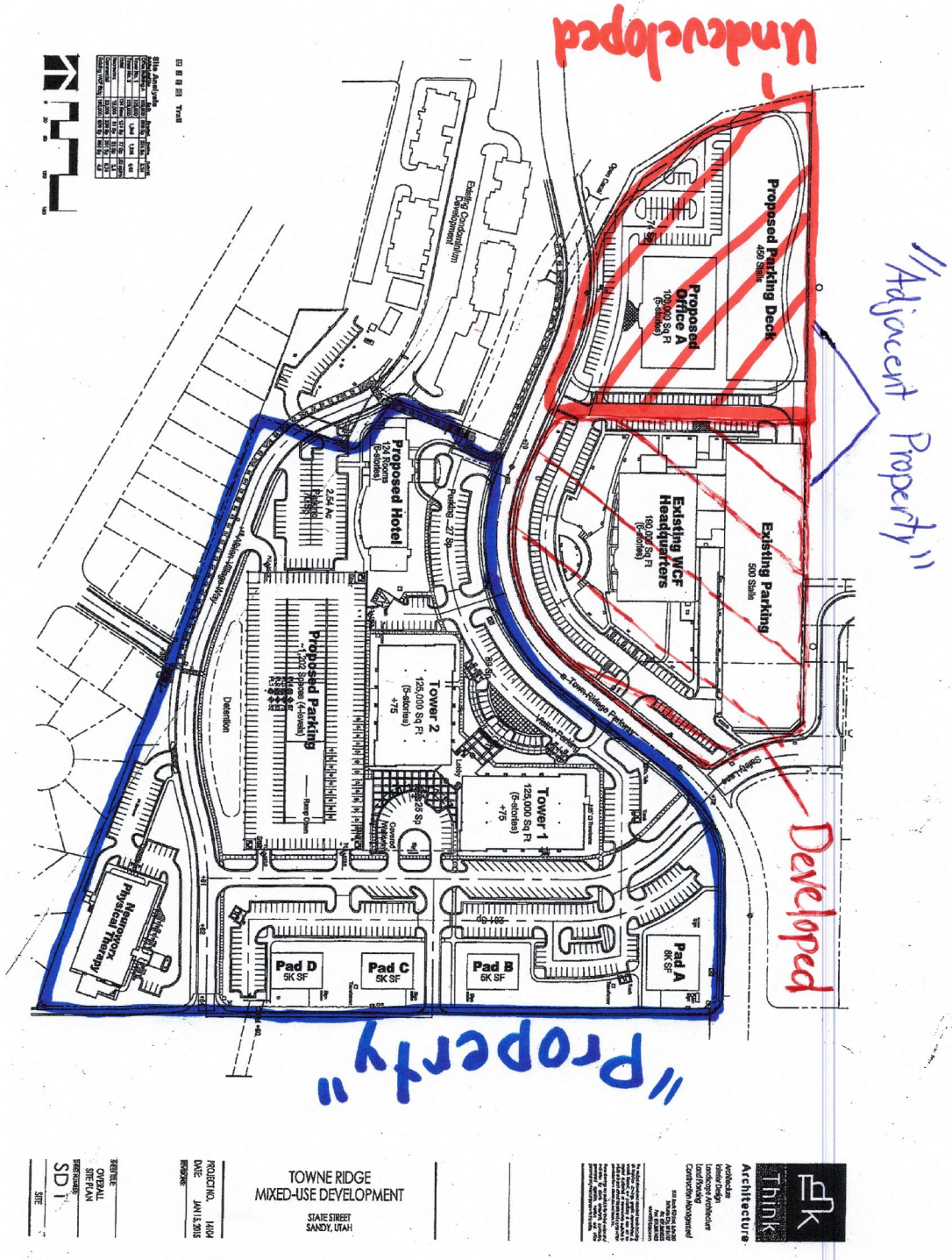
AGENCY: REDEVELOPMENT AGENCY OF SANDY CITY,
a Utah political subdivision

By: _____
Tom Dolan, Executive Director

Attest:

Vickey Barrett, Secretary

EXHIBIT A
DEPICTION OF THE PROPERTY



For purposes of clarification: the "Undeveloped Adjacent Property" includes the Proposed Parking Deck and Proposed Office A and surrounding land; the "Developed Adjacent Property" includes the Existing Parking and the Existing WCF Headquarters and surrounding land; and the "Property" Tower 1, Tower 2, Proposed Hotel, Pad A, Pad B, Pad C, Pad D, Neuroworx Physical Therapy Building, and Proposed Parking and surrounding land.

Meeting of the Redevelopment Agency of Sandy City

March 29, 2016

City Council Chambers, Sandy City Hall
10000 South Centennial Parkway, Sandy, Utah

MINUTES

Present: Present: Chairman Kris N, Scott Cowdell, Steve Fairbanks, Kris Nicholl, Chris McCandless, Linda Martinez Saville, and Dennis Tenney.

Mayor: Tom Dolan

Others in Attendance: CAO Byron Jorgenson, Deputy Mayor John Hiskey, Assistant CAO Korban Lee, Assistant CAO Scott Bond, Communication Director Nicole Martin, Economic Development Director Nick Duerksen, Economic Development Project Manager Kasey Dunlavy; RDA Financial Consultant Jason Burningham; Public Works Director Rick Smith, Police Chief Kevin Thacker, Fire Chief Bruce Cline, City Attorney Rob Wall, Community Development Director Mike Coulam, Public Utilities Director Shane Pace, Parks & Recreation Director Scott Earl, Administrative Services Director Brian Kelley, Council Office Director Mike Applegarth, Office Manager Pam Lehman, Executive Secretary Verene Froisland.

1. Motion was made by Mr. Cowdell to recess the meeting of the City Council and convene the Sandy City Redevelopment Meeting. Mr. Fairbanks seconded the motion with all voting “yes”.
2. The Redevelopment Agency Meeting commenced at 7:45 p.m.
3. Nick Duerksen thanked everyone who has worked on the South Towne Ridge Economic Development Project Area including outside consultants. Nick also indicated that the parking license Rob Wall mentioned will be brought back before the Board to be executed.

Nick also mentioned there will be a participation agreement with Workers Compensation Fund brought to the Board in the future. This agreement will be for RDA participation to help offset the costs of the relocation and covering the canal through the South Towne Ridge Property Area property.

4. Resolution RD 16-02. A Resolution of the Redevelopment Agency of Sandy City amending the Agency’s annual budget by increasing revenues and appropriations within the South Towne Ridge Economic Development Project Area fund. Nick Duerksen asked for approval amending the annual budget for South Towne Ridge Project area. Kris Nicholl opened for public comment. No one had public comment.

Motion made by Steve Fairbanks to approve Resolution RD 16-02. A Resolution of the Redevelopment Agency of Sandy City amending the Agency's annual budget by increasing revenues and appropriations within the South Towne Ridge Economic Development Project Area fund. Seconded by Linda Saville.

Vote: Mr. Fairbanks - Yes, Mrs. Saville – Yes, Mr. Cowdell – Yes, Mrs. Barker – Yes, Mr. Smith – Yes, Mr. McCandless – Yes, Mrs. Nicholl - Yes

5. Resolution RD 16-03. A Resolution of the Redevelopment Agency of Sandy City approving an interlocal cooperation agreement with Sandy City regarding the payment of \$6,000,000 from Sandy City for the encouragement of economic development activities and the acquisition of certain public parking rights in the South Towne Ridge Economic Development Project Area.

Motion made by Steve Fairbanks to approve Resolution RD 16-03. A Resolution of the Redevelopment Agency of Sandy City approving an interlocal cooperation agreement with Sandy City regarding the payment of \$6,000,000 from Sandy City for the encouragement of economic development activities and the acquisition of certain public parking rights in the South Towne Ridge Economic Development Project Area. Seconded by Chris McCandless.

Vote: Mr. Fairbanks - Yes, Mr. McCandless – Yes, Mr. Smith – Yes, Mr. Cowdell – Yes, Mrs. Saville – Yes, Mrs. Barker – Yes, Mrs. Nicholl - Yes

6. Approval of Minutes:
January 5, 2016

Motion was made by Mr. McCandless to approve the minutes for January 5, 2016. Mr. Cowdell seconded the motion with all voting yes.

7. Motion to adjourn Redevelopment Agency Meeting: Mr. McCandless made a motion to recess the meeting of the RDA. Mr. Fairbanks seconded the motion, with all voting “yes”.

The meeting recessed at 7:50 p.m.

ATTEST:

Kristin Coleman-Nicholl – Chairman

Vickey Barrett - Secretary