



Sandy City, Utah

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

Meeting Agenda

City Council

Brooke Christensen, District 1
Maren Barker, District 2
Kristin Coleman-Nicholl, District 3
Chris McCandless, District 4
Steve Fairbanks, At-large
Linda Martinez Saville, At-large
Zach Robinson, At-large

Tuesday, May 15, 2018

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>. 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.

*For the May 15, 2018 City Council Meeting, the Chair will allow public comment for each item listed on the agenda at the time the item is heard. Comments on items or issues not listed on the agenda will be heard during the Citizen Comment portion of the meeting. Public comments may not exceed 3 minutes per speaker, per agenda item.

4:30 Dinner

5:15 Council Meeting

Roll Call

Opening Remarks / Prayer / Pledge of Allegiance

Agenda Planning Calendar Review

Council Member Business

Council Office Director's Report

Mayor's Report

CAO Report

Citizen Comments

1. [18-165](#) City Council Office requesting annual budget proposals from the Public Works Department, the Administrative Services Department, the Economic Development Department, and the Community Development Department.
2. [18-175](#) Public Works recommends approval of Resolution #18-22C, a resolution authorizing the execution of an interlocal cooperation agreement between Salt Lake County and Sandy City to transfer up to \$5,000,000 from county transportation funds to the city as ammended.

Attachments: [Resolution 18-22c](#)
[Sandy City ILA SB 277](#)

3. [18-178](#) City Council Office presenting options for video streaming upgrades to the Council Chambers.

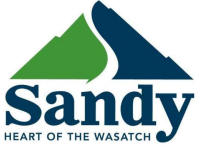
Attachments: [Video Options](#)

7:00 Public Hearings and other Timed Certain Items

4. [18-182](#) City Council to recognize the 2018 Citizen Acadmey Class.
5. [CODE-04-18-5391](#) Community Development Department recommending the City Council Amend Title 15A, Chapter 23, Commercial, Office, Industrial & Transit Corridor Development Standards, Land Development Code, Revised Ordinances of Sandy City, 2008 relative to Automall District Dealer Area Setbacks.

Attachments: [staff report](#)

Adjournment



Staff Report

File #: 18-165, **Version:** 1

Date: 5/15/2018

Agenda Item Title:

City Council Office requesting annual budget proposals from the Public Works Department, the Administrative Services Department, the Economic Development Department, and the Community Development Department.

Presenter:

Public Works Department: Mike Gladbach

Administrative Services Department: Brian Kelley

Economic Development Department: Nick Duerksen

Community Development Department: James Sorensen



Staff Report

File #: 18-175, **Version:** 1

Date: 5/15/2018

Agenda Item Title:

Public Works recommends approval of Resolution #18-22C, a resolution authorizing the execution of an interlocal cooperation agreement between Salt Lake County and Sandy City to transfer up to \$5,000,000 from county transportation funds to the city as ammended.

Presenter:

Mike Gladbach, Public Works Director

Description/Background:

This resolution authorizes the execution of an amended interlocal cooperation agreement between Salt Lake County and Sandy City to transfer up to \$5,000,000 from county transportation funds to the city. The amendment makes the following changes:

Combines funding for Monroe Phase 6 and 7 in to one project funded at \$3,500,000.

Allows the 8800 South project to be fully funded at \$1,500,000.

Currently the grant funding structure leaves Monroe Phase 6, Monroe Phase 7, and the 8800 South projects all under funded. The Monroe Phase 7 project has been accepted by the Wasatch Front Regional Council Technical Committee (WFRC TAC) as a joint project with UDOT and is expected to be approved and funded. By combining Monroe Phases 6 and 7 in to one project we can move savings from Phase 7 to Phase 6 without executing another addendum. By moving \$905,000 from the Monroe Phase 6 project to the 8800 South project it is fully funded. This takes us from three under funded projects to one under funded project and two fully funded projects.

Fiscal Impact:

Further action to be taken:

Recommended Action and/or Suggested Motion:

Public Works recommends approval of Resolution #18-22C.



CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000001700 Version: 2 Desc: ORD 8800 S, Monroe Phases VI&
Supplier Name: SANDY CITY
Comments: ORD- Interlocal - Amended and Restated Agreement: First Class Highway Fund; County to transfer up to \$5,000,000.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City for its 8800 S from State to 300 E, and Monroe Phase VI and VII (See Exhibit A), as long as the costs are allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code. Term to the earlier of (i) the date the City has been disbursed the Maximum Reimbursable Amount, (ii) the date the agreement is terminated, or (iii) 06/30/2020 (may be extended after this date at County's discretion)
Contract Amount: \$5,000,000.00
Agency Name: Rgnl Trans, Housng & Econ Dev
Period Performance from 11/9/2017 to 6/30/2020
Procurement Type: EXI Exempt Interlocal Reason Code: AMENDMENT
Buyer: TMarquez



COUNTY COUNCIL

Aimee Winder Newton, Chair
District #3

Jenny Wilson
At-Large A

Richard Snelgrove
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Michael H. Jensen
District #2

Sam Granato
District #4

Steven L. DeBry
District #5

Max Burdick
District #6

April 10, 2018

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

Dear Ms. Carlson:

The Salt Lake County Council, at its meeting held this day, approved the attached RESOLUTION NO. 5341 authorizing execution of an INTERLOCAL AGREEMENT between Salt Lake County for its Mayor's Office and **Sandy City** – Transfer of County Transportation Funds for Transportation Projects.

Salt Lake County will transfer up to \$5,000,000 from its County Transportation Funds to Sandy City to complete transportation projects in accordance with applicable federal, state, and local laws, rules, and regulations.

The agreement will terminate on the expiration of the Reimbursement Term, which will end the earlier of the funds being disbursed, the date the agreement is terminated, or June 30, 2020.

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

Respectfully yours,

SALT LAKE COUNTY COUNCIL

SHERRIE SWENSEN, COUNTY CLERK

By 
Deputy Clerk

ks

pc: Darrin Casper/Mayor's Office
Carlton Christensen/Office of Regional Development
Wilf Sommerkorn/Office of Regional Development

RESOLUTION NO. 5341

April 10, 2018

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF THE AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF SANDY CITY PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and The City of Sandy City (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 *et seq.*, and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement to act jointly and cooperatively on the basis of mutual advantage;

WHEREAS, during the 2017 General Session, the State Legislature enacted UTAH CODE ANN. § 63B-27-102, as part of Senate Bill 277, and pursuant to such code section the State of Utah issued General Obligation Bonds and provided \$47,000,000 of bond proceeds to the County for applicable transportation projects prioritized by the County in accordance with Subsection 63B-27-102(2) (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with UTAH CODE ANN. § 63B-27-102 and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County now desires to amend an interlocal cooperation agreement with the City, which is attached hereto as **ATTACHMENT A** (the "Interlocal Agreement"), to provide for reimbursement of expenses;

RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED, by the County Council of Salt Lake County:

1. The Amended and Restated Interlocal Cooperation Agreement between Salt Lake County and City is approved, in substantially the form attached hereto as **ATTACHMENT A**, and that the Salt Lake County Mayor is authorized to execute the same.

[Signature Page to Follow]

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this 10th
day of April, 2018.

Aimee Winder Newton
Aimee Winder Newton, Chairperson

ATTEST:

Sherrie Swensen
Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	<u>"Aye"</u>
Council Member Bradshaw	<u>"Aye"</u>
Council Member Burdick	<u>"Aye"</u>
Council Member DeBry	<u>"Aye"</u>
Council Member Granato	<u>Absent</u>
Council Member Jensen	<u>"Aye"</u>
Council Member Winder Newton	<u>"Aye"</u>
Council Member Snelgrove	<u>"Aye"</u>
Council Member Wilson	<u>"Aye"</u>

APPROVED AS TO FORM:

Craig J.

Wangsgard

Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slco, ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J. Wangsgard,
email=CWangsgard@slco.org
Date: 2018.04.02 11:29:36 -06'00'

4.218

Date Received (office use)	
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Date of Request	April 4, 2018
Requesting Staff Member	Carlton Christensen
Requested Council Date	April 10, 2018
Topic/Discussion Title	Amended Interlocal agreement with Sandy City, modifying project identified in the addendum to better align the same goals as original anticipated in the application for transportation projects but provide project flexibility
Description	Sandy City would like to make a request to modify the Exhibit 'A' for the Interlocal Agreement regarding the \$5 million in County Transportation Funds. The first item would be to modify the scope and amount for 8800 South. The new limits will be from State Street to 300 East with an amount of \$1.5 million dollars. The second modification would be to combine Monroe Phase VI and VII into one-line item, with \$3.5 million set aside to be used on both projects.
Requested Action¹	Consent agenda
Presenter(s)	Carlton Christensen & Helen Peters (if needed)
Time Needed²	Consent Agenda (5 min if needed)
Time Sensitive³	Yes
Specific Time(s)⁴	No
Contact Name & Phone	Helen Peters – (385) 468-4860
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	Resolution and Interlocal

Mayor or Designee approval:

Erin Hvac

¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred time

ATTACHMENT A
Amended and Restated Interlocal Cooperation
Agreement with the City of Sandy City

**AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT**

between

SALT LAKE COUNTY

and

SANDY CITY

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the “County”) and **SANDY CITY**, a municipal corporation of the State of Utah (the “City”). The County and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

A. The County and the City are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a county, city, town, or other local political subdivision to share its tax and other revenues with other counties, cities, towns, local political subdivisions, or the state.

B. During the 2017 General Session, the State Legislature enacted Section 63B-27-102 of the Utah Code as part of Senate Bill 277. Pursuant to Section 63B-27-102, the State of Utah issued General Obligation Bonds and provided \$47,000,000 of bond proceeds to the County for applicable transportation projects prioritized by the County in accordance with Subsection 63B-27-102(2) (hereinafter “County Transportation Funds”).

C. The County desires to use the County Transportation Funds to further regional transportation by financing all or a portion of the costs of transportation projects throughout the County in accordance with Subsection 63B-27-102(2) and all other applicable federal, state and local laws, rules and regulations.

D. The County and the City now desire to enter into this Agreement providing for the transfer of up to Five Million Dollars and No Cents (\$5,000,000.00) of County Transportation Funds to the City to reimburse the City for certain costs incurred by the City to complete the transportation projects described in the Project Descriptions attached hereto as **Exhibit A** (the “Projects”), so long as such costs are consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties represent and agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. **Incorporation and Definitions.** The foregoing recitals and all exhibits hereto are hereby made a part of this Agreement. Unless otherwise defined in this Agreement, terms shall have the meaning set forth in the Transportation Code. The following terms shall have the following meanings in this Agreement:

- (a) **Certificate of Grant Recipient:** The Certificate of Grant Recipient attached hereto as **Exhibit B**.
- (b) **County Transportation Funds:** As defined in the Recitals above.
- (c) **Event of Default:** As defined in Section 6.1 below.
- (d) **Event of Force Majeure:** As defined in Section 7.4 below.
- (e) **Maximum Reimbursable Amount:** The amount specified for each Project in the Project Descriptions attached hereto as Exhibit A.
- (f) **Project:** A transportation project described in the Project Description.
- (g) **Projects:** The transportation projects described in the Project Description.
- (h) **Project Descriptions:** The project descriptions attached hereto as Exhibit A.
- (i) **Project Element.** A discrete portion of a Project.
- (j) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for each Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code and in accordance with the Certificate of Grant Recipient.
- (k) **Reimbursement Term:** The period of time commencing with the effective date of this Agreement and expiring upon the earlier of (i) the date the City has been disbursed, in aggregate, the Maximum Reimbursable Amount for each Project, (ii) the date this Agreement is terminated, or (iii) June 30, 2020, which date may be extended by the County, in its sole discretion, but only in writing, upon receipt of a written request from the City setting forth the City's justification for such an extension.

(l) Request for Disbursement: A statement from the City, in the form attached hereto as **Exhibit C**, requesting an amount of Transportation Funds to be disbursed to the City for reimbursement of Reimbursable Project Costs.

(m) Transportation Code: Utah Code Ann. §§ 72-1-101 *et seq.*

(n) Transportation Funds: As defined in Section 2.1 below.

1.2. Interpretation of Action That May be Taken by the County. Whenever in this Agreement an action may be taken or not taken by the County, in its sole discretion, this shall mean that the action may be taken or not taken by the Mayor of the County, or his/her official designee (or the Director of the Department of Regional Planning, Housing and Economic Development, if such duty is so delegated to him/her by the Mayor of the County), in his/her sole discretion.

ARTICLE 2 - DISBURSEMENT OF COUNTY TRANSPORTATION FUNDS

2.1. County Transportation Funds. During the Reimbursement Term, the County shall disburse County Transportation Funds (hereinafter "Transportation Funds") to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for each Project, all on the terms and subject to the conditions of this Agreement. For the avoidance of doubt, unless otherwise agreed to in writing, the County will not disburse more than the Maximum Reimbursable Amount to the City for any one Project, even if the City seeks or is disbursed less than the Maximum Reimbursable Amount for any other Project.

2.2. Annual Status Update. Until each Project has been completed and Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) each Project and (b) the anticipated timing and amount of future Request for Disbursement submittals. This annual update shall be submitted to the County in writing (via letter or email) on or before June 30th each year.

2.3. Execution of Certificate of Grant Recipient. Concurrent with the execution of this Agreement, the City shall execute the Certificate of Grant Recipient attached hereto as Exhibit B.

ARTICLE 3 — REPRESENTATIONS AND WARRANTIES

3.1. City's Representations and Warranties. The City hereby represents, covenants, and warrants to the County as follows:

(a) Use of County Transportation Funds. Any Transportation Funds disbursed to the City by the County under this Agreement will be used by the City: (1) solely to reimburse the City for costs actually incurred by the City for each Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code; and (2) in accordance with all other applicable federal, state and local laws, rules and regulations.

(b) No Default. No default or Event of Default has occurred and is

continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an Event of Default in any material respect on the part of the City under this Agreement.

(c) Information. To the best of the City's knowledge, any information furnished to the County by the City under this Agreement or in connection with the matters covered in this Agreement are true and correct and do not contain any untrue statement of any material fact and do not omit any material fact.

(d) Relationship of County and City. The County is not acting as a lender to the City. The County has no fiduciary or other special relationship with the City and therefore no fiduciary obligations are created by this Agreement or are owed to the City or any third parties.

(e) Effect of Request for Disbursement. Each Request for Disbursement shall constitute a representation and warranty that the information set forth in such Request for Disbursement is true and correct.

3.2. City's Additional Representations – Liability and Reliance. Notwithstanding anything to the contrary in this Agreement, the City further represents that the County has not opined on and will not at any point be deemed to have opined on whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, notwithstanding anything to the contrary in this Agreement, the City agrees to be liable for and indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below. Furthermore, the City agrees that it will independently determine whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code, and, as indicated in Section 4.2(e) below, the City agrees that it will not rely on the County's review or acceptance of any Request for Disbursement, the Project Descriptions, or any other information submitted to the County by the City, in making that determination.

ARTICLE 4 – DISBURSEMENTS

4.1. Conditions for Each Disbursement of Transportation Funds. The County will not be obligated to disburse Transportation Funds to the City to cover Reimbursable Project Costs for each Project unless and until the following conditions have been satisfied:

(a) Documents to be Furnished for Each Disbursement. For each Project, the City has furnished to the County, for each and every disbursement:

- (1) a Request for Disbursement; and
- (2) invoices and proof of payment for any Reimbursable Project Cost

incurred by the City for which the City is seeking reimbursement from the County pursuant to the Request for Disbursement.

(b) Completion of Project Element. The City has completed or caused to be completed the Project Element or Elements to which the Request for Disbursement relates and for which Reimbursable Project Costs were incurred by the City.

(c) Reimbursable Project Costs Paid by the City. The Reimbursable Project Costs included in the Request for Disbursement have actually been paid by the City.

(d) No Event of Default. No Event of Default has occurred and is continuing beyond any applicable cure period.

(e) Warranties and Representations True. All warranties and representations made by the City in this Agreement have remained true and correct and all warranties and representations made by the City in the Request for Disbursement are true and correct.

4.2. Disbursements.

(a) In General. For any and all desired disbursements of Transportation Funds, the City shall submit a Request for Disbursement directly to the County. The City agrees to respond in a timely manner to any reasonable requests made by the County for additional information relating to any Request for Disbursement. In the event that the County declines to make the full disbursement requested in any Request for Disbursement for failure to comply with the terms of this Agreement, the County shall notify the City promptly and shall provide a written explanation of the specific reasons for such decision. The City shall submit a Request for Disbursement to the County no more frequently than once every thirty (30) days.

(b) Amount of Disbursement. Subject to compliance with the terms and conditions of this Agreement, the County shall disburse to the City the amount of Transportation Funds requested by the City in a Request for Disbursement for Reimbursable Project Costs, but in no event shall the County be required to disburse more than the Maximum Reimbursable Amount, in aggregate, for each Project over the Reimbursement Term. However, if the County determines that the City has not complied with all terms and conditions set forth in this Agreement or determines that the City's Request for Disbursement is deficient in any respect, the County may, in its sole discretion, decline to make a disbursement, or may make a partial disbursement based on the extent to which the City has complied with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, the County will not reimburse the City for Reimbursable Project Costs to the extent such costs have been funded with non-City funds (e.g., other federal, state, or local grant funds).

(c) Payment of Disbursements. The County shall, within ninety (90) days after receiving a Request for Disbursement from the City, either disburse to the City the amount requested by the City or provide a written notice to the City setting forth the

reasons for non-disbursement or partial-disbursement. The County shall have no obligation to accept a Request for Disbursement or to make a disbursement of Transportation Funds to the City after expiration of the Reimbursement Term. Additionally, following expiration of the Reimbursement Term, the County may, in its sole discretion, reallocate any remaining and undisbursed Transportation Funds (for which a Request for Disbursement has not been submitted and is not pending) toward other projects within Salt Lake County.

(d) Acquiescence Not a Waiver. To the extent that the County may have acquiesced in noncompliance with any conditions precedent to the disbursement of Transportation Funds, such acquiescence shall not constitute a waiver by the County and the County at any time after such acquiescence may require the City, as to future requests for disbursements, to comply with all such applicable conditions and requirements under this Agreement.

(e) Disclaimer of Liability.

(1) The County will not be responsible in any manner to the City or any third-party for the quality, design, construction, structural integrity, or health or safety features of any Project for which Transportation Funds are disbursed to the City to reimburse Reimbursable Project Costs, notwithstanding the County's review and approval of the City's Requests for Disbursement or any other information submitted to the County under this Agreement.

(2) Furthermore, the City acknowledges and agrees that the County's review and approval of the City's Request for Disbursement or any other information submitted to the County under this Agreement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought by and made to the City under this Agreement is consistent with the allowable uses for County Transportation Funds described in Subsection 63B-27-102(2) of the Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 below.

ARTICLE 5 — COVENANTS AND AGREEMENTS

5.1. Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Indemnification. The City agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third Parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) the City's breach of this Agreement; (ii) any acts or omissions of or by the City, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) any improper use of the Transportation Funds; or (iv) the City's breach of the Certificate of Grant Recipient attached hereto as Exhibit B. The City agrees that its duty to defend and indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The City further agrees that the City's indemnification obligations in this Section 5.1 will survive the expiration or termination of this Agreement.

5.2. Recordkeeping. The City agrees to maintain its books and records in such a way that any Transportation Funds received from the County will be shown separately on the City's books. The City shall maintain records adequate to identify the use of the Transportation Funds for the purposes specified in this Agreement. Upon request of the County, the City shall make its books and records related to the Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the Transportation Funds under this Agreement without prior written consent from the County. The City shall use the Transportation Funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

ARTICLE 6 –DEFAULTS AND REMEDIES

6.1. City Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" as such term is used herein:

(a) Failure of the City to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the City on or before the expiration of a sixty (60) day period (or, if the County approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the County's written notice to the City of the occurrence thereof.

6.2. County's Remedies in the Event of Default. Upon the occurrence of any Event of Default, the County may, in its sole discretion, and in addition to all other remedies conferred upon the County by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Withhold further disbursement of Transportation Funds to the City; and/or
- (b) Reduce the amount of any future disbursement of Transportation Funds to the City by the amount incurred by the County to cure such default; and/or
- (c) Terminate this Agreement.

ARTICLE 7 — MISCELLANEOUS

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

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- (e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires administration other than as set forth herein, the County Mayor and the City Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act.

7.2. **Term of Agreement.** This Agreement shall take effect immediately upon the completion of the following: (a) the approval of the Agreement by the governing bodies of the County and the City, including the adoption of any necessary resolutions or ordinances by the County and the City authorizing the execution of this Agreement by the appropriate person or persons for the County and the City, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon expiration of the Reimbursement Term. If upon expiration of the Reimbursement Term, the County has not disbursed to the City the Maximum Reimbursable Amount, then all such undisbursed Transportation Funds may be used by the County as the County deems appropriate.

7.3. Non-Funding Clause.

(a) The County has requested or intends to request an appropriation of Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If Transportation Funds are not appropriated and made available beyond December 31 of the county fiscal year in which this Agreement becomes effective, the County's obligation to contribute Transportation Funds to the City under this Agreement beyond that date will be null and void. This Agreement places no obligation on the County to Contribute Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute Transportation Funds to the City under this Agreement will terminate and become null and void on the last day of the county fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds are budgeted and appropriated. The Parties agree that such termination of the County's obligation under this Paragraph will not be construed as a breach of this Agreement or as an event of default under this Agreement, and that such termination of the County's obligation under this Paragraph will be without penalty and that no right of action for damages or other relief will accrue to the benefit of the City, its successors, or its assigns as to this Agreement, or any portion thereof, which may terminate and become null and void.

(b) If Transportation Funds are not appropriated and made available to fund performance by the County under this Agreement, the County shall promptly notify the City of such non-funding and the termination of this Agreement. However, in no event, shall the County notify the City of such non-funding later than thirty (30) days following the expiration of the county fiscal year for which Transportation Funds were last appropriated for contribution to the City under this Agreement.

7.4. Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. "Event of Force Majeure" means an event beyond the control of the County or the City that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, the County may terminate this Agreement without liability or penalty, effective upon written notice to the City.

7.5. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time):

If to Salt Lake County: Department of Regional Transportation, Housing and
Economic Development
2001 South State, S2-100
Salt Lake City, Utah 84190

With a copy to: Salt Lake County District Attorney
35 East 500 South
Salt Lake City, Utah 84111

If to the City: Sandy City's Current Address
10000 Centennial Parkway
Sandy, UT 84070

7.6. Ethical Standards. The City represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County Ordinances.

7.7. Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

7.8. Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

7.9. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.10. No Obligations to Third Parties. The Parties agree that the City's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the City. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.11. Agency. No officer, employee, or agent of the City or the County is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party

to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The City and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.12. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

7.13. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

7.14. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

[Intentionally Left Blank - Signature Page Follows]

INTERLOCAL AGREEMENT - SIGNATURE PAGE FOR THE COUNTY

SALT LAKE COUNTY

By Ben McAdams
Mayor Ben McAdams or Designee
Dated: 5/3, 20 18

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION
HOUSING AND ECONOMIC DEVELOPMENT

By Carlton J. Christensen
Carlton J. Christensen
Department Director
Dated: April 4, 20 18

Approved as to Form and Legality:

Craig J.
Wangsgard
By Craig J. Wangsgard
Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=slcounty,
ou=Departments, ou=District Attorney,
ou=Users, ou=GC, cn=Craig J.
Wangsgard,
email=CWangsgard@slco.org
Date: 2018.04.02 11:30:07 -06'00'

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

SANDY CITY

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Form and Legality:

CITY ATTORNEY

By _____

Name: _____

Dated: _____, 20____

EXHIBIT A

PROJECT DESCRIPTIONS for SANDY CITY

1) Project Title: 8800 South from State to 300 East

Project Description:	Reconstruction of 8800 South from State Street to 300 East, including full sidewalks, ADA ramps, burying exposed drainage ditches, curb/gutter, and neighborhood bikeway designed and constructed in accordance with the Salt Lake County Bikeway Design and Wayfinding Protocol.
Maximum Reimbursable Amount:	\$1,500,000.00

2) Project Title: Monroe Phase VI and VII)

Project Description:	<p>Monroe Phase VI includes realignment and construction of a new five-lane road section, including a bike lane designed and constructed in accordance with the Salt Lake County Bikeway Design and Wayfinding Protocol, from 9100 South to 9400 South.</p> <p>Monroe Phase VII includes construction of a new five-lane road section, including a bike lane designed and constructed in accordance with the Salt Lake County Bikeway Design and Wayfinding Protocol, from 9100 South to Harrison Street. A complete reconstruction of the intersection at 9000 South and Monroe Street, including dual lefts in all travel directions, two thru travel lanes for north/south traffic, is a major component of this scope.</p>
Maximum Reimbursable Amount:	\$3,500,000.00

EXHIBIT B

CERTIFICATE OF GRANT RECIPIENT

In connection with the issuance of the State of Utah's \$142,070,000 General Obligation Bonds, Series 2017 (the "*Bonds*") and pursuant to Section 63B-27-102, Utah Code Annotated 1953, as amended (the "*Utah Code*"), the Utah Department of Transportation ("*UDOT*") provided \$47,000,000 (the "*Transportation Funds*") to Salt Lake County, Utah (the "*County*") for applicable projects to be prioritized by the County pursuant to Section 63B-27-102(2) of the Utah Code.

Pursuant to the terms of the Interlocal Cooperation Agreement (the "*Agreement*") between the County and Sandy City (the "*Recipient*") (DA Log No. 17-09754), the County has committed to provide up to Five Million Dollars and No Cents (\$5,000,000.00) of the Transportation Funds (the "*Grant*") to the Recipient to reimburse the Recipient for certain costs incurred by the Recipient to complete the transportation project or projects described in the Agreement (the "*Project*" or "*Projects*"). The undersigned officer or agent of the Recipient hereby certifies that all applicable requirements have been met for distribution of the Grant and that the Grant will be used solely for the Project or Projects.

The Recipient hereby further (a) acknowledges that the Project or Projects will be treated as finance with the proceeds of tax-exempt bonds and (b) in order to maintain the tax-exempt status of the Bonds, agrees as follows:

(i) no portion of the Grant plus investment earnings thereon will be used, directly or indirectly, in whole or in part, in any Private Business Use; and

(ii) no user of the Project other than a state or local governmental unit will use the Project on any basis other than the same basis as the general public.

For purposes of the preceding sentence, "Private Business Use" means any use of the Project or Projects by any person other than a state or local government unit, including as a result of (a) ownership, (b) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (c) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Project or Projects on the same basis as the general public. Private Business Use includes any formal or informal arrangement with any person other than a state or local governmental unit that conveys special legal entitlements to any portion of the Project or Projects that is available for use by the general public or that conveys to any person other than a state or local governmental unit any special economic benefit with respect to any portion of the Project or Projects that is not available for use by the general public.

(Signature page follows.)

IN WITNESS WHEREOF, Sandy City, Utah has caused this certificate to be executed as of the day and year first above written.

RECIPIENT

By: _____

Its: _____

Date: _____

EXHIBIT C

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: Sandy City – Interlocal Agreement for Transportation Funds (DA Log No. 17-09754)

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between the Salt Lake County (the “County”) and Sandy City (the “City”) (DA Log No. 17-09754). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** attached hereto is a Reimbursable Project Cost and was incurred in connection with the Project to which this Request for Disbursement relates.
2. These Reimbursable Project Costs have been paid by the City and are reimbursable under the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money obtained from the County.
4. Invoices and proof of payment for each item listed on **Schedule 1** is attached hereto.
5. There has not been filed with or served upon the City any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The City is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default under the Agreement.
8. All of the City’s representations set forth in the Agreement remain true and correct as of the date hereof.
9. The City acknowledges and agrees that the County’s review and approval of this Request for Disbursement will not be deemed to be a review by the County as to whether any particular Reimbursable Project Cost for which a disbursement of Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in

Subsection 63B-27-102(2) of the Utah Code or in accordance with other applicable federal, state and local laws, rules and regulations. As such, the City agrees to be liable for and to indemnify the County from any improper use of the Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20__.

SANDY CITY

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20__.

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

Carlton Christensen

From: Helen Peters
Sent: Wednesday, April 4, 2018 11:02 AM
To: Carlton Christensen
Subject: FW: Amendment to Interlocal Agreement



Here you go.

Helen Peters, AICP

Program Manager

Regional Planning & Transportation

Office 385-468-4860 | TTY 7-1-1



From: Ryan Kump [mailto:RKump@SANDY.UTAH.GOV]
Sent: Wednesday, March 7, 2018 9:56 AM
To: Helen Peters <HPeters@slco.org>
Subject: Amendment to Interlocal Agreement

Hi Helen -

Sandy City would like to make a request to modify the Exhibit 'A' for the Interlocal Agreement regarding the \$5 million in County Transportation Funds. The first item would be to modify the scope and amount for 8800 South. The new limits will be from State Street to 300 East with an amount of \$1.5 million dollars.

The second modification would be to combine Monroe Phase VI and VII into one line item, with \$3.5 million set aside to be used on both projects.

Funding for both Monroe phases is still uncertain, and some of the costs might be able to be borne by UDOT or WFRC. Both avenues are currently being pursued. Combining the projects into one line item provides us flexibility as needed depending on future funding sources for both Monroe VI and VII. The current full estimates for the projects are \$6 million for Phase VII and \$8 million for Phase VI, so the 3.5 million from the interlocal greatly helps us in providing matching funds, but does not cover either project fully.

Also, Phase VII can be better described as "Realignment and construction of a new five-lane road section, including a bike lane designed and constructed in accordance with the Salt Lake County Bikeway Design and Wayfinding Protocol, from Harrison Street to 9100 South. Monroe Phase VII includes a complete reconstruction of the intersection at 9000 South and Monroe Street, including dual lefts in all travel directions, two thru lanes for north/south traffic, and dedicated right turn pockets."

Let me know if you have any questions or concerns regarding the modification,

Ryan Kump P.E. | Sandy City | City Engineer





Staff Report

File #: 18-178, Version: 1

Date: 5/15/2018

Agenda Item Title:

City Council Office presenting options for video streaming upgrades to the Council Chambers.

Presenter:

Mike Applegarth

Description/Background:

On January 23, 2018 the City Council voted to install equipment in the Council Chambers to enable the live video streaming of City Council meetings. GenComm completed the work in February, and the Council Meetings began live streaming on March 6. The total cost of hardware, programming and installation was \$22,072.88 which was to be funded from the Council Capital Project Contingency.

While the new system allows for various camera views that can be adjusted during the meeting, there is an unacceptable amount of latency when cameras are switched. As a temporary solution, we are not currently utilizing the switching equipment, but are broadcasting a split screen depicting two camera angles and the video signal from the lectern computer.

Options to eliminate the latency in the system include moving from a live streaming system to a broadcast system. When live streaming, each individual video signal (camera, computer, etc) as to load each time it is switched. A good way to think about this is switching between various videos on YouTube; there is a slight delay as one video closes and another begins streaming. A broadcast system takes the various camera and computer signals and blends them into a single, uninterrupted signal.

GenComm has provided product demonstrations and cost estimates on two possible upgrades and is offering a \$10,000 credit on the equipment already installed. Advantages, disadvantages, and costs are summarized in the attachment.

The balance of the Council's Capital Project Contingency is \$278,308.

Fiscal Impact:

Should the Council direct an upgrade, there is an additional cost to the Council Capital Project Contingency of either \$1,079.80 (Lumens 4-Channel), or \$15,456.48 (Vaddio 8-Channel).

Further action to be taken:

Council Office and Facilities will work with GenComm as directed by the Council.

Recommended Action and/or Suggested Motion:

Provide direction to staff on video upgrades if any.

Council Chamber Video Options

Options	Pro	Con	Cost
Keep Existing System	Meetings currently live streamed.	Video signal latency/inability to switch cameras.	Existing Equipment: \$22,072.88
Lumens 4-Channel Upgrade	Cameras are switchable.	Not as user friendly. No expansion capability.	Existing Equipment: \$22,072.88
			Credit: (\$10,000)
			New Equipment: \$11,079.80
			Total: \$23,152.68
Vaddio 8-Channel	Cameras are switchable.	User friendly. Provides 4 additional expansion ports.	Existing Equipment: \$22,072.88
			Credit: (\$10,000)
			New Equipment: \$25,465.48
			Total \$37,538.36



Sandy City, Utah

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

Staff Report

File #: 18-182, Version: 1

Date: 5/15/2018

City Council to recognize the 2018 Citizen Academy Class.



Staff Report

File #: CODE-04-18-5391,
Version: 2

Date: 5/15/2018

Agenda Item Title:

Community Development Department recommending the City Council Amend Title 15A, Chapter 23, Commercial, Office, Industrial & Transit Corridor Development Standards, Land Development Code, Revised Ordinances of Sandy City, 2008 relative to Automall District Dealer Area Setbacks.

Presenter:

Brian McCuiston

Description/Background:

The Sandy City Community Development Department has filed a request to amend Title 15A, Chapter 23, Commercial, Office, Industrial & Transit Corridor Development Standards, Land Development Code, Revised Ordinances of Sandy City, 2008. The purpose of the Code Amendment is to consider amending the setbacks for parking structures within the Automall District (Dealer Area).

The City Council adopted Ordinance #90-37 on July 31, 1990 which created a new Automall Zone with associated development standards. With the original zone, the front setback for the dealership building was established to be 85 feet from the property line. During the re-write of the Sandy City Land Development Code in 2008, the front setback in the Automall District Dealer Area was changed from 85 to 94 feet.

The minimum 94 foot building setback in this code was intended for the dealership building, to allow sufficient surface parking between the street and the dealership building to display the inventory. Parking terraces/structures were not really contemplated in the building requirement of the zone.

The Sandy City Community Development Department has received an application for a new parking structure to be built on the Mark Miller Subaru Dealership property (10920 South State Street). This proposed parking structure would be used for inventory vehicle display. The proposed structure is closer than 94' from the north property line along Motor Park Avenue. Representatives from Mark Miller Subaru have described the project to staff and we are in support of the proposed improvement. However, in order to approve this type of project, the building setbacks for the Automall Zoning District would need to be amended.

Over the last few years, a few dealerships have moved out of the South Towne Automall to adjacent cities on larger tracts of land in order to have more inventory on-site. City staff is supportive of allowing the existing dealerships to make improvements to their properties in order to expand their inventory and remain in the South Towne Automall area.

This proposed code amendment would allow the Planning Commission to reduce the setbacks for parking structures that could enable a larger on-site inventory, after consideration of the following

factors:

- (1) Height and configuration of the structure.
- (2) Relationship and impact to other buildings on site and on adjoining properties.
- (3) Location of any public utility easements.
- (4) Visibility from vehicular approaches.

Recommended Action and/or Suggested Motion:

The Planning Commission reviewed this on May 3, 2018 and is forwarding a **positive recommendation** to the City Council to adopt the proposed ordinance amendment as shown in Exhibit "A", attached, for the following reasons:

1. Compliance with the Purpose of the Land Development Code establishing a system of fair, comprehensive, consistent and equitable regulations, and standards under which all proposed upgrades will be reviewed and evaluated within the South Towne Automall.
2. Compliance with the Goals and Policies of the General Plan by establishing appropriate development standards for all uses and zoning categories within Sandy City.



Community Development Department

Kurt Bradburn
Mayor

Matthew Huish
Chief Administrative Officer

James L. Sorensen
Director

MEMORANDUM

May 3, 2018

To: City Council via Planning Commission
From: Community Development Department
Subject: Automall District Dealer Area Setbacks - CODE-04-18-5391
Amend Title 15A, Chapter 23, Commercial, Office, Industrial
& Transit Corridor Development Standards, Land
Development Code, Revised Ordinances of Sandy City, 2008

HEARING NOTICE: *This Code Amendment was noticed in the paper at least 10 days prior to the first Planning Commission meeting.*

BACKGROUND

The Sandy City Community Development Department has filed a request to amend Title 15A, Chapter 23, Commercial, Office, Industrial & Transit Corridor Development Standards, Land Development Code, Revised Ordinances of Sandy City, 2008. The purpose of the Code Amendment is to consider amending the setbacks for parking structures within the Automall District (Dealer Area).

ZONING HISTORY

The City Council adopted Ordinance #90-37 on July 31, 1990 which created a new Automall Zone with associated development standards. With the original zone, the front setback for the dealership building was established to be 85 feet from the property line. During the re-write of the Sandy City Land Development Code in 2008, the front setback in the Automall District Dealer Area was changed from 85 to 94 feet.

The minimum 94 foot building setback in this code was intended for the dealership building, to allow sufficient surface parking between the street and the dealership building to display the inventory. Parking terraces/structures were not really contemplated in the building requirement of the zone.

ANALYSIS

The Sandy City Community Development Department has received an application for a new parking structure to be built on the Mark Miller Subaru Dealership property (10920 South State Street). This proposed parking structure would be used for inventory vehicle display. The proposed structure is closer than 94' from the north property line along Motor Park Avenue. Representatives from Mark Miller Subaru have described the project to staff and we are in support of the proposed improvement. However, in order to approve this type of project, the building setbacks for the Automall Zoning District would need to be amended.

Over the last few years, a few dealerships have moved out of the Southtowne Automall to adjacent cities on larger tracts of land in order to have more inventory on-site. City staff is supportive of allowing the existing dealerships to make improvements to their properties in order to expand their inventory and remain in the Southtowne Automall area.

This proposed code amendment would allow the Planning Commission to reduce the setbacks for parking structures that could enable a larger on-site inventory, after consideration of the following factors:

- (1) Height and configuration of the structure.
- (2) Relationship and impact to other buildings on site and on adjoining properties.
- (3) Location of any public utility easements.
- (4) Visibility from vehicular approaches.

NON-CONFORMING USES

This Code Amendment would not create any non-conforming situations.

LAND DEVELOPMENT CODE PURPOSE COMPLIANCE

The Sandy City Land Development Code in 15A-01-03 lists the criteria explaining the intent and purpose of the Ordinance. The purpose is:

15A-01-03 Purpose

This Code is adopted to implement Sandy City's General Plan and to promote: public health, safety, convenience, aesthetics, welfare; efficient use of land; sustainable land use and building practices; transportation options and accessibility; crime prevention; timely citizen involvement in land use decision making; and efficiency in development review and land use administration. Specifically, this Code is established to promote the following purposes:

1. General

- a. To facilitate the orderly growth and development of Sandy City.
- b. To facilitate adequate provision for transportation, water, sewage, schools, parks, and other public requirements.
- c. To stabilize property values.
- d. To enhance the economic well-being of Sandy City and its inhabitants.

2. Implementation of General Plan

To coordinate and ensure the implementation of the City's General Plan through effective execution of development review requirements, adequate facility and services review and other goals, policies, or programs contained in the General Plan.

3. Comprehensive, Consistent and Equitable Regulations

To establish a system of fair, comprehensive, consistent and equitable regulations, standards and procedures for review and approval of all proposed land development within the City.

4. Efficiently and Effectively Managed Procedures

- a. To promote fair procedures that are efficient and effective in terms of time and expense.
- b. To be effective and responsive in terms of the allocation of authority and delegation of powers and duties among ministerial, appointed, and elected officials.
- c. To foster a positive customer service attitude and to respect the rights of all applicants and affected citizens.

The proposed Code Amendment will create establish a system of fair, comprehensive, consistent and equitable standards and procedures for review and approval of any upgrades to existing dealerships within Southtowne Automall.

GENERAL PLAN COMPLIANCE

The General Plan encourages appropriate development standards for all uses and zoning categories within Sandy City.

OTHER

Some of the general purposes of the City's Development Code are to implement Sandy City's General Plan, and to promote the following public policies: public health, safety, convenience, aesthetics, welfare; efficient use of land; sustainable land use and building practices; transportation options and accessibility; crime prevention; timely citizen involvement in land use decision making; and efficiency in development review and land use administration (R.O.S.C. Sec. 15A-01-03(A)).

STAFF RECOMMENDATIONS

The Community Development Department requests that the Planning Commission forward a **positive recommendation** to the City Council to adopt the proposed ordinance amendment as shown in Exhibit "A", attached, for the following reasons:

1. Compliance with the Purpose of the Land Development Code establishing a system of fair, comprehensive, consistent and equitable regulations, and standards under which all proposed upgrades will be reviewed and evaluated within the Southtowne Automall.
2. Compliance with the Goals and Policies of the General Plan by establishing appropriate development standards for all uses and zoning categories within Sandy City.

Planner:



Brian McCuiston
Planning Director

Reviewed by:



File Name: S:\USERS\PLN\STAFFRPT\2018\CODE-04-18-5391_Automall District Dealer Area Setbacks STAFF REPORT.DOCX

Exhibit "A"

15A-23-03 General Commercial and Industrial Development Standards

D. **General Building Locations and Setbacks.** In addition to the specific building setback requirements listed in each individual district, the following general standards shall apply:

1. No building shall be closer than 6 feet from any private road, driveway, or parking spaces in order to allow areas adjacent to the building for foundation landscaping and buffering of pedestrian walkways. Exceptions may be made for any portion of the building that contains a drive-up window or where the Planning Commission may approve a zero foot setback.
2. Except as specified in the Storefront Conservation Floating Zone, the public right-of-way boundary shall be considered the front property line of a lot. Where a lot is bordered on two or more sides by a public right-of-way boundary, all such sides shall be considered as front property lines.
3. In all cases, the area between the front property line and the building shall be known as the front yard.
4. **Table of Minimum Building Setbacks.** (All measurements are in feet and all front setbacks are measured from the top back of curb.) (Ord 14-29, Amended 9-4-2014)

<i>District</i>	Front Standard Setback*	Side, Shared Party Walls Allowed	Side, No Shared Walls	Side, Abut Residential **	Rear Standard	Rear Abut Residential District **
Automall District (Dealer Area)	94 ⁵	Y	15 ⁵	-	0 ⁵	-
Automall District (Commercial Area)	25	N	10 ⁵	-	10 ⁵	-
<p>* Except as modified by the Storefront Conservation Floating Zone, a minimum of 15 feet from the back of sidewalk shall be maintained for all buildings regardless of the minimum setback shown in the table except where a 0 foot setback is allowed and used. (Ord 14-24, Amended 8-26-14)</p> <p>** Exception: For commercial developments with a dedicated open space (canal, trail, etc.), between the proposed development and an adjacent residential district, the setback can be reduced to a minimum of 10 feet from the commercial developments property line rather than the typical 30 feet.</p>						

Notes:

1. **CN(HSN) District**
Front Yard. All buildings shall be setback between 0-25 feet from the front property line unless otherwise noted below or approved by the Planning Commission during site plan review.

- a. Where a structure is proposed to be constructed on a site adjacent to existing structures that have been built on or near the front property line, the proposed new structure shall follow that precedent.
- b. Where new construction is proposed for a vacant corner lot on a block with no setback from the street, the proposed new construction shall again follow that model.

Side Yard. Where the side yard abuts another commercial district property, a building shall extend to the property line or be no closer than 10 feet from the side property line and be developed as specified elsewhere in this Code.

Rear Yard. Where the rear yard abuts another commercially zoned property, a building shall extend to the property line or be located no closer than 20 feet from the rear property line.

- 2. **BC District** - When the development abuts a residential district, the rear setback shall be a minimum of 30 feet.
- 3. **HBD District** – Where a structure is proposed to be constructed on a site adjacent to existing structures that have been built on or near the front property line, the proposed new structure shall follow that precedent. Where new construction is proposed for a vacant corner lot on a block with no setback from the street, the proposed new construction shall again follow that model. Where a structure is proposed to be constructed on a block where there is no zero lot line precedent and where the existing pattern of development shows front and side yard setbacks, the proposed project shall conform to a zero lot line pattern where possible.
- 4. **CR-PUD District** – Rear Yard. None except where visible from right-of-way or Interstate 15. Where a rear yard is visible from the right-of-way or Interstate 15, the rear yard setback shall be 20 feet.

5. **AM District – Dealership Area.**

Front, Side and Rear Setback for Parking Structures. The setback for parking structures that are used for vehicle inventory/display may be reduced by the Planning Commission after considering the following factors:

- 1. Height and configuration of the structure.
- 2. Relationship and impact to other buildings on site and on adjoining properties.
- 3. Location of any public utility easements.
- 4. Visibility from vehicular approaches.

Rear Setback. Minimum 10 foot rear yard setback when adjacent to commercial area. Minimum 50 foot rear yard setback when adjacent to Interstate 15.

AM District – Commercial Area. Side and rear setbacks may be reduced to 5 feet if developed in conjunction with adjoining lot development. Rear setback may be reduced to zero feet if totally screened from view.

6. **CBD Districts**

- a. **CBD and CBD-O.** Building and parking setbacks along Interstate 15 shall be minimum of 50 feet or an average of 50 feet with no point closer than 40 feet. For new developments in the CBD Zoning District, over 10 acres in size, the Planning Commission may be allowed to modify the setbacks after considering the following factors:

- 1. Overall master plan layout of the project.
- 2. Relationship and impact to other buildings on site and adjoining properties (present and future)
- 3. Physical features such as rail lines, canals, and controlled ingress and egress.
- 4. Location of any public utility easements. (Ord 14-37, Amended 11-24-2014)

Side and Rear Yard for CBD. The Planning Commission may approve, during site plan review, a zero side and/or rear yard setback for parking structures that are placed underneath or behind the

main building or for manufacturing uses, if they determine there would not be a negative impact on adjacent properties, after considering the following factors:

- (1) Height and configuration of parking structure or manufacturing use.
- (2) Relation and impact to other buildings on site and adjoining properties (present and future).
- (3) Natural land features such as slopes and vegetation.
- (4) Physical features such as rail lines, canal, and controlled ingress and egress.
- (5) Location of any public utility easements.
- (6) Visibility from vehicular approaches. (Ord 14-24, Amended 8-26-14)

b. CBD-P

Front Setback. In order to encourage a "Main Street" effect along the Parkway, buildings shall maintain a zero lot line from setback from the approved sidewalk and streetscape profile of Centennial Parkway and Sego Lily Drive (10000 South). Buildings that originate within the CBD-P District with a zero lot line front setback may continue that setback for the length of the building into the CBD District. This reduced setback does not apply to other non-contiguous structures within the development. Front setback variations may be used when an activity related to pedestrian use is maintained, e.g., outside seating for restaurants, urban streetscapes.

Side and Rear Setbacks. Zero lot line side setbacks with attached structures in compliance with the International Building Code are required except for pedestrian access and usable open space areas. Rear setbacks shall be of sufficient depth to allow required and landscaped areas to the rear of the buildings.

c. CBD-A&C

Front Setbacks. Front setbacks of buildings shall maintain a zero foot setback from the approved sidewalk and streetscape profile. Variations shall be required for building articulation and when an activity is related to pedestrian use, e.g., outside seating for restaurant, pedestrian walking areas, residential courtyards, etc. A maximum setback of 10' is allowed for residential courtyards. (Ord 14-35, Amended 11-13-2014)

Side and Rear Setbacks. Zero foot setback may be approved by the Planning Commission for all other lot lines.

7. RD District

- a. **Front Yard.** All buildings shall be set back at least 25 feet from all public streets. Unless otherwise approved by the Planning Commission, with a recommendation from the City Transportation Engineer, based upon future transportation needs for the City, there shall be no parking between the building and a public street. Said area shall be landscaped or developed into a pedestrian plaza, e.g. fountain, seating, landscape planters, etc. (Ord 12-15, Amended 5-15-2012, Ord 14-24, Amended 9-4-2014)
- b. **Rear Yard.** Unless non-residential uses are developed conjointly, buildings shall be set back at least 20 feet from rear property lines.