

**TAYLORSVILLE CITY COUNCIL
AGENDA ITEM SUMMARY**

MEETING DATE: June 6, 2012

AGENDA ITEM: Financial Matters

RESOLUTION/ORDINANCE REQUIRED

ORDINANCE _____ **RESOLUTION** X **NONE** _____

PRESENTER: John Brems

ISSUE SUMMARY:

Approving the Adoption of an Interlocal Cooperation Agreement between Salt Lake County and the City of Taylorsville for the Transfer of Certain Real Property Located at 6041 South Jordan Canal Road for Use as a Public Road and Public Park and Open Space

ATTACHMENTS: Resolution No. 12-23 and Interlocal Agreement

TAYLORSVILLE, UTAH
RESOLUTION NO. 12-23

**A RESOLUTION APPROVING THE ADOPTION OF AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN SALT LAKE COUNTY AND THE CITY
OF TAYLORSVILLE FOR THE TRANSFER OF CERTAIN REAL PROPERTY
LOCATED AT 6041 SOUTH JORDAN CANAL ROAD FOR USE AS A PUBLIC ROAD
AND PUBLIC PARK AND OPEN SPACE**

WHEREAS, the Taylorsville City Council ("*Council*") met in regular meeting on June 6, 2012, to consider, among other things, approving the adoption of an Interlocal Cooperation Agreement between Salt Lake County and the City of Taylorsville for the transfer of certain real property located at 6041 South Jordan Canal Road for use as a public road and public park and open space; and

WHEREAS, the Interlocal Cooperation Act (UTAH CODE ANN. 11-13-101, *et seq.*) (the "*Act*") provides that any two or more government entities are authorized to enter into agreements with each other upon resolution to do so by the respective governing bodies to do what each agency is authorized by law to perform; and

WHEREAS, the Act also provides that any public agency may convey property to acquire property from another public agency for consideration as may be agreed upon; and

WHEREAS, Taylorsville and the County are government entities as contemplated in the Act; and

WHEREAS, the County and Taylorsville have agreed upon the consideration for the transfer of real property used as a public road and public park and open space; and

WHEREAS, the Council has determined that it is in the best interests of the inhabitants of Taylorsville to enter into an Interlocal Cooperation Agreement with Salt Lake County for the transfer of certain real property located at 6041 South Jordan Canal Road for use as a public road and public park and open space, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the attached Interlocal Cooperation Agreement is approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This Resolution, assigned No. 12-23, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Taylorsville, Utah, this _____ day of _____, 2012.

TAYLORSVILLE CITY COUNCIL

Jerry Rechtenbach, Chairman

SEAL

VOTING:

Dama Barbour	___ Yea	___ Nay
Ernest Burgess	___ Yea	___ Nay
Larry Johnson	___ Yea	___ Nay
Kristie S. Overson	___ Yea	___ Nay
Jerry Rechtenbach	___ Yea	___ Nay

PRESENTED to the Mayor of the City of Taylorsville for approval this ___ day
_____, 2012.

APPROVED this ___ day of _____, 2012.

ATTEST:

Mayor Russ Wall

Cheryl P. Cottle, City Recorder

DEPOSITED in the office of the City Recorder this ___ day of _____,
2012.

RECORDED this ___ day of _____, 2012.

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COUNTY COUNCIL

May 15, 2012

David A. Wilde, Chair
District #3

Randy Horiuchi
At-Large A

Richard Snelgrove
At-Large B

Jim Bradley
At-Large C

Arlyn Bradshaw
District #1

Michael H. Jensen
District #2

Jani Iwamoto
District #4

Steven L. DeBry
District #5

Max Burdick
District #6

Mr. Lee Colvin, Manager
Real Estate Section
Rm. N4500, Government Center
Salt Lake City, Utah

Dear Mr. Colvin:

The Salt Lake County Council, at its meeting held this day, declared the following property as surplus, and authorized its conveyance to **Taylorsville City**:

Parcel Nos. 9.78 acres of 21-15-378-007
Owner: Salt Lake County
Address: 6041 South Jordan Canal Road (1850 West)

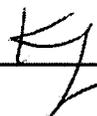
The Council also approved the attached RESOLUTION NO. 4625, authorizing execution of an INTERLOCAL AGREEMENT, wherein Salt Lake County is conveying this property to Taylorsville City by QUIT CLAIM DEED.

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
Auditor

RESOLUTION NO. 4625

DATE May 15, 2012

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL DECLARING SURPLUS REAL PROPERTY, APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF TAYLORSVILLE AND THE CONVEYANCE OF SURPLUS COUNTY PROPERTY IN THE PUBLIC USE BY QUITCLAIM DEED TO CITY OF TAYLORSVILLE

RECITALS

A. Salt Lake County (the "County") owns a parcel of real property known as Labrum Park located at approximately 6041 South Jordan Canal Road which is real property in the public use as a public park. (the "Park")

B. The Park should be declared surplus County property.

C. The City of Taylorsville has requested the County enter into an Interlocal Cooperation Agreement requiring the County to quitclaim the Park to the City of Taylorsville for use as a public park and public road.

D. It has been determined that the best interests of the County and the general public will be served by execution of the attached Interlocal Cooperation Agreement and the conveyance of the Park to the City of Taylorsville. The conveyances will be in compliance with all applicable state statutes and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the real property described in the quitclaim deeds attached as Exhibit A and B to the attached Interlocal Cooperation Agreement be and the same is hereby declared surplus county property.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the attached Interlocal Cooperation Agreement is hereby approved; and the Mayor is hereby authorized to execute said Agreement, a copy of which is attached as Exhibit 1, and by this reference made a part of this Resolution.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the conveyance of the Park by quitclaim deeds to Grantee is hereby approved; and the Mayor and County Clerk are hereby authorized to execute the original of said authorized and approved quitclaim deeds, copies of which are attached as Exhibit A and B to the attached Interlocal Cooperation Agreement, and by this reference made a part of this Resolution and to deliver the fully executed documents to the County Real Estate Section for deliverance to the Grantee.

APPROVED and ADOPTED this 15th day of May, 2012.

SALT LAKE COUNTY COUNCIL

By: David A. Wilde
David Wilde, Chair

ATTEST:

Sherrie Swensen
Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting	<u>"Aye"</u>
Council Member Bradshaw voting	<u>"Aye"</u>
Council Member Burdick voting	<u>"Aye"</u>
Council Member DeBry voting	<u>"Aye"</u>
Council Member Horiuchi voting	<u>"Aye"</u>
Council Member Iwamoto voting	<u>"Aye"</u>
Council Member Jensen voting	<u>"Aye"</u>
Council Member Snelgrove voting	<u>"Aye"</u>
Council Member Wilde voting	<u>"Aye"</u>

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: [Signature]
Deputy District Attorney
Date: 7-11-12

EXHIBIT 1

Interlocal Cooperation Agreement

THIS INTERLOCAL COOPERATION AGREEMENT (this "*Agreement*") is made effective this ___ day of _____, 20___, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the "*County*"), and **CITY OF TAYLORSVILLE**, a Utah municipal corporation (the "*City*").

RECITALS:

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

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

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

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

E. Salt Lake County (the "*County*") owns a parcel of real property known as Labrum Park located at approximately 6041 South Jordan Canal Road which is real property in the public use as a public park ("*Park*").

F. Salt Lake County (the "*County*") owns a parcel of real property adjoining Labrum Park located at approximately 6041 South Jordan Canal Road which a public road will be constructed ("*Road*").

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

AGREEMENT:

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

ARTICLE 1 CONVEYANCE

The County shall convey, via quitclaim deeds, to the City the Road and the Park for the purpose of operating and maintaining public road and a neighborhood park. The City shall be solely responsible for maintaining the Road and the Park and shall repair or replace improvements thereon as necessary to maintain its function.

Upon termination of City's use of the Park as a public park, City agrees that title to the Park shall immediately revert to and revest in County.

ARTICLE 2 CONSIDERATION

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

ARTICLE 3 ADDITIONAL PROVISIONS

General Provisions. The following provisions are also integral parts of this Agreement:

- (a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.
- (c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.
- (d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
- (e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
- (f) **Cumulative Remedies.** The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

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

(h) Time of Essence. Time is the essence of this Agreement.

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

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses set forth above.

(k) No Interlocal Entity. The parties agree that they do not by this Agreement create an interlocal entity.

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

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

(n) Manner of Acquiring, Holding or Disposing of Property. No real or personal property will be acquired, held or disposed of or used in a joint or cooperative undertaking.

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

(p) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

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

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

CITY OF TAYLORSVILLE

SALT LAKE COUNTY

By: _____
Mayor Russ Wall

By: Nichole Dunn
Mayor or Designee

ATTEST:

_____, City Recorder

APPROVED AS TO FORM:

_____, City Attorney

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APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: [Signature]
Deputy District Attorney
Date: 4-11-12

Exhibit A

WHEN RECORDED, MAIL TO:

Parcel No. 21-15-378-007

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to the City of Taylorsville, a Utah municipal corporation (Grantee), to be used solely as a public park and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, Utah, to wit:

See Exhibit A.

The described parcels of land contain approximately 339,452 square feet in area, or 7.79 acres, more or less.

To be used by Grantee as a public park, for so long as Grantee shall maintain, use, operate and repair the property a public park. Upon termination of Grantee's use of the property as a public park, Grantee agrees that title to the parcel shall then immediately, and without the necessity for any further action on Grantor's part, revert to and revest in Grantor; and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the parcel and to improvements and fixtures on it.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this 17 day of MAY, 2012.

SALT LAKE COUNTY

By: Nichole Dunn
Mayor or Designee

By: Sherrie Swensen
Sherrie Swensen, Salt Lake County Clerk

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: [Signature]
Deputy District Attorney
Date: 7-11-12



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

On this 13 day of April, 2012, personally appeared before me
Nichole Dunn, who being duly sworn, did say
that (s)he is the Deputy Mayor of Salt Lake County, Office of Mayor, and that the
foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

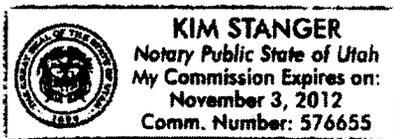


[SEAL]

Karen R. Lowe
NOTARY PUBLIC
Residing in Salt Lake County

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

On this 17th day of May, 2012, personally appeared before me
Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County, and
that the foregoing Quitclaim Deed was signed by her on behalf of Salt Lake County, by authority
of a Resolution of the Salt Lake County Council.



[SEAL]

KS
NOTARY PUBLIC
Residing in Salt Lake County

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WILLIAMS
NATIONAL STATE OF TEXAS
NATIONAL STATE OF TEXAS
NATIONAL STATE OF TEXAS

WILLIAMS
NATIONAL STATE OF TEXAS
NATIONAL STATE OF TEXAS
NATIONAL STATE OF TEXAS



EXHIBIT "A"

PUBLIC PARK DESCRIPTION

A parcel of land situate in the Southwest Quarter of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah; being a portion of that total parcel of land having Salt Lake County Parcel Number: 21-15-378-002, and being described as follows:

Beginning at a point 1014.49 feet North 89°56'35" West along the section line and 490.21 feet North 0°00'00" East from the South Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:
thence along the Westerly line of said total parcel the following six (6)

courses:

North 14°58'00" West 50.42 feet;

North 26°27'00" West 133.50 feet;

North 34°55'00" West 185.10 feet;

North 36°00'00" West 180.40 feet;

North 42°40'00" West 146.20 feet;

North 40°39'00" West 301.00 feet to the Northwest corner of said total

parcel;

thence North 89°28'00" East 616.57 feet along the North line of said total

parcel;

thence South 18°05'00" East 831.90 feet;

thence South 86°45'00" West 295.60 feet to the Point of Beginning.

Contains: 339,452 sq. ft., or 7.79 acres.

EXHIBIT B

WHEN RECORDED, MAIL TO:

Parcel No. 21-15-378-007

QUITCLAIM DEED

SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, hereby quitclaims to the City of Taylorsville, a Utah municipal corporation (Grantee), to be used solely as a public road and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, Utah, to wit:

See Exhibit A.

The described parcels of land contain approximately 86,558 square feet in area, or 1.99 acres, more or less.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this 17 day of MAY, 2012

SALT LAKE COUNTY

By: Nichole Dunn
Mayor or Designee

By: Sherrie Swensen
Sherrie Swensen, Salt Lake County Clerk

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: [Signature]
Deputy District Attorney
Date: 4-11-12

SECRET
CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

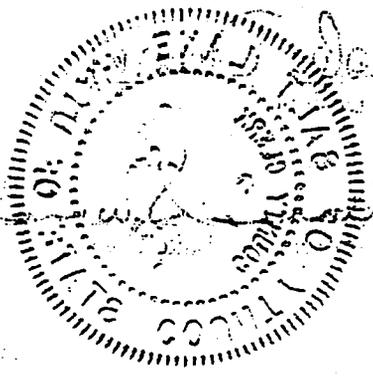
The following information was obtained from a confidential source who has provided reliable information in the past. It is being provided to you for your information only. It is not to be disseminated outside your office.

A. 100-100000

The following information was obtained from a confidential source who has provided reliable information in the past. It is being provided to you for your information only. It is not to be disseminated outside your office.

CONFIDENTIAL

[Handwritten signature]
[Handwritten signature]



SECRET
CONFIDENTIAL

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

On this 13 day of April, 2012, personally appeared before me
Nichole Dunn, who being duly sworn, did say
that (s)he is the Deputy Mayor of Salt Lake County, Office of Mayor, and that the
foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

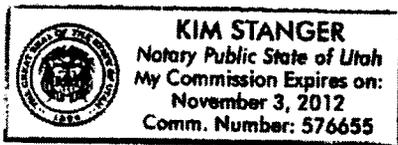


[SEAL]

Karen Lowe
NOTARY PUBLIC
Residing in Salt Lake County

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

On this ~~13~~^{17th} day of May, 2012, personally appeared before me
Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County, and
that the foregoing Quitclaim Deed was signed by her on behalf of Salt Lake County, by authority
of a Resolution of the Salt Lake County Council.



[SEAL]

Kim Stanger
NOTARY PUBLIC
Residing in Salt Lake County

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STATE OF TEXAS
COUNTY OF [illegible]
[illegible]
[illegible]

KIM STANGER
Secretary of State of Texas
1000 North Capitol Street, Suite 1000
Austin, Texas 78701
[Seal of the State of Texas]

EXHIBIT "A"

PUBLIC STREET DESCRIPTION

A parcel of land situate in the Southwest Quarter of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah; being the East 72 feet and the South 72 feet of that total parcel of land having Salt Lake County Parcel Number: 21-15-378-002, and being described as follows:

Beginning at a point on the North line of the DOVE HOLLOW SUBDIVISION, said point being 621.88 feet North 89°56'35" West along the section line and 440.78 feet North 0°00'00" East from the South Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:
thence South 86°45'00" West 374.22 feet along said North subdivision line;
thence North 14°58'00" West 73.53 feet;
thence North 86°45'00" East 295.60 feet;
thence North 18°05'00" West 831.90 feet to the North line of said total parcel;
thence North 89°28'00" East 75.52 feet along said North line to the Northeast corner of said total parcel;
thence South 18°05'00" East 902.68 feet along the East line of said total parcel to the Point of Beginning.

Contains: 86,558 sq. ft., or 1.99 acres.