



**THE CITY OF WEST JORDAN CITY COUNCIL MEETING
COUNCIL CHAMBERS 3rd FLOOR
8000 SOUTH REDWOOD ROAD
MARCH 13, 2019
5:30 P.M.**

"In accordance with the Americans with Disabilities Act, the City of West Jordan will make reasonable accommodations for participation in the meeting. Request for assistance can be made by contacting the City Clerk at 801-569-5115, providing at least three working days' advance notice of the meeting. TTY 711"

5:30 P.M.

1. WORKSHOP

- a. Review and discussion regarding the 2009 West Jordan Municipal Code Title 1, Chapters 1, 2, 3, 4, 9, 10, 13 and 14 (Duncan Murray)

2. CALL TO ORDER – 6:00 P.M.

3. PLEDGE OF ALLEGIANCE

4. PRESENTATION

Per City Council Rules, Policies, and Procedures C.4.6: 'Matters that are of a complex nature and/or involve significant time cannot exceed 10-minutes.'

- a. Recognition and Badge Pinning for new Police Officers (Ken Wallentine)

5. BUSINESS ITEM

- a. Approve Resolution 19-46, consenting to the appointment of Danyce Steck as the Finance Director for the City of West Jordan ("City") and authorizing the Mayor to execute an Employment Agreement; and to Administer the Oath of Office (David Brickey)

6. COMMUNICATIONS

- a. City Manager/Staff comments
- b. City Council comments

7. CITIZEN COMMENT

Citizens are permitted to address the Council concerning any matter over which the Council has jurisdiction, including comments concerning an item on the agenda. The Council will allow 3 minutes to do so during this period. Written comments may be submitted if a citizen does not wish to speak. Any comments needing or requesting follow-up will be assigned to staff for further action as appropriate after the meeting. Please provide contact information on the sign-up sheet and state your name and phone number when speaking to the Council so later follow-up can take place. Persons who exceed the time or are otherwise disorderly may be expelled by the Council upon a two-thirds majority vote, as provided in Utah Code Annotated 10-3-608. The Council requires that citizens help maintain the decorum of the meeting by not applauding or booing, turning off electronic devices, not engaging in verbal attacks against others or being disrespectful during the proceedings of the meeting.

8. CONSENT ITEMS

- a. Approve the minutes of February 13, 2019, and March 6, 2019 as presented (Melanie Briggs)
- b. Adopt Resolution 19-47, authorizing the Mayor to execute the Interlocal Cooperative Corridor Access Agreement for U-111 and SR-111, between the City of West and the Utah Department of Transportation (Bill Baranowski)
- c. Adopt Resolution 19-48, authorizing the Mayor to execute an Agreement with Beck Construction & Excavation for the 1300 West 7600 to 7500 South Sidewalk Project in an amount not to exceed \$98,870.80 (Brian Clegg)

- d. Adopt Resolution 19-49, authorizing the Mayor to execute an agreement with Planned and Engineered Construction, Inc. for the 2018 West Jordan Sewer Rehabilitation Project in an amount not to exceed \$498,500.00 (Brian Clegg)
- e. Adopt Resolution 19-50, authorizing the Mayor to execute the General Services Contract (Request No. 6619194) with Rocky Mountain Power to supply power to meet new load requirements at the Airport Booster Pump Station in an amount of \$29,673.93 (Brian Clegg)
- f. Adopt Resolution 19-51, authorizing the Mayor to execute an Interlocal Cooperation Agreement between West Jordan City and Salt Lake County for the 1300 West 6400 – 9400 South Road Widening Project, reimbursing the City up to \$3,000,000.00 from the County Transportation Funds (Brian Clegg)
- g. Adopt Resolution 19-52, authorizing the Mayor to execute a Local Government Contract Modification No. 2 between the UDOT, Perkins Engineering, Inc., and West Jordan City for additional preconstruction engineering services for the Jordan River – Gardner Village TRAX Station, in an amount not to exceed \$14,646.29 (Brian Clegg)
- h. Adopt Resolution 19-53, authorizing the Mayor to execute a Multi-Jurisdictional Mutual Aid Agreement for Sheriff and Police Services (Ken Wallentine)
- i. Adopt Resolution 19-54, authorizing the Mayor to execute a Memorandum of Understanding with Neighboring Police Agencies for participation in Major Traffic Collision Investigations (Ken Wallentine)
- j. Adopt Resolution 19-55, authorizing the Mayor to execute a Memorandum of Understanding with the Utah Department of Corrections to participate in the Child Abuse Offender Registry (Ken Wallentine)
- k. Adopt Resolution 19-56, authorizing the Mayor to execute a Memorandum of Understanding between the Utah Internet Crimes Against Children Task Force and the West Jordan Police Department (Ken Wallentine)
- l. Adopt Resolution 19-57, confirming the appointment of members to various committees (Korban Lee)
- 9. CONSENT ITEMS**
 - a. Discussion and possible action regarding any Consent Item(s) pulled by City Council
- 10. PUBLIC HEARING**
 - a. Receive public input and consider for approval Resolution 19-58, amending the Uniform Fee Schedule regarding Rental License Fees and Good Landlord Fees (Brock Hudson)
- 11. BUSINESS ITEMS**
 - a. Discussion and possible action regarding Resolution 19-59, regarding an appeal on adjustment by reducing the Impact Fees assessment to the Utah Islamic Center located at 1075 West 9000 South (Scott Langford)
 - b. Discussion and possible action regarding Ordinance 19-13, amending the 2009 West Jordan City Code Title 13 'Zoning Regulations,' Chapter 5 'Establishment of Zones,' Article C, regarding Planned Development Zones; City-wide applicability, City of West Jordan, applicant (Scott Langford)
 - c. Discussion and possible action regarding Resolution 19-60, requesting closure of the intersection of New Sycamore Drive and 7800 South for construction work associated with the Oquirrh West Subdivision (Bill Baranowski)

- d. Discussion and possible action regarding Resolution 19-61, approving a final design for the new Wild West Jordan Playground (Dave Naylor)
- e. Discussion and possible action regarding Resolution 19-62, rescinding Resolution 18-211, adopted December 12, 2018, and providing notice to the Lieutenant Governor of the City of West Jordan's intent to not participate in the 'Ranked Choice Voting' Pilot Program (Mayor and Council)
- f. Discussion and possible action regarding Resolution 19-63, authorizing the Mayor to execute an Interlocal Cooperation Agreement between the City of West Jordan and Salt Lake County Elections Division for assistance with the 2019 Municipal Election in an amount not to exceed \$192,135.15 (Melanie Briggs)

12. REMARKS

13. CLOSED SESSION

- a. Discussion of the character, professional competence, or physical or mental health of an individual
- b. Strategy session to discuss pending or reasonably imminent litigation
- c. Strategy session to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares

14. ADJOURN

DATE/TIME: March 8, 2019

By: Melanie S Briggs, MMC

POSTED: 5:00 p.m.

City Clerk

I, Melanie S Briggs, certify that I am the City Clerk of the City of West Jordan, Utah, and that the foregoing City Council agenda was faxed to the Salt Lake Tribune, Deseret News, and emailed to the West Jordan Journal. The agenda was also posted at the following locations on the date and time as posted above: City Hall on the 1st floor; outside the Council Chambers on the 3rd floor, on the City's website www.westjordan.utah.gov and the State Public Meeting Notice website at <http://pmn.utah.gov>. Council Members' may participate in the meeting via electronic communications. Council Member's participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

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Council Meeting of March 13, 2019

Agenda Item No. 1a

WORKSHOP

SUBJECT: Review and discussion regarding the 2009 West Jordan
Municipal Code Title 1, Chapters 1, 2, 3, 4, 9, 10, 13 and 14

Title 1 ADMINISTRATION

Chapter 1 WEST JORDAN CITY CODE

- 1-1-1: CODIFICATION AUTHORITY:**
- 1-1-2: ADOPTION OF CODE:**
- 1-1-3: TITLE, CITATION, REFERENCE:**
- 1-1-4: REFERENCE APPLIES TO AMENDMENTS:**
- 1-1-5: REFERENCES TO SPECIFIC ORDINANCES:**
- 1-1-6: ENACTING STYLE OF ORDINANCES:**
- 1-1-7: PUBLICATION, POSTING OF ORDINANCES:**
- 1-1-8: AMENDMENTS TO CODE:**
- 1-1-9: SUPPLEMENTATION OF CODE:**
- 1-1-10: PURPOSE AND RULES OF CONSTRUCTION:**
- 1-1-11: MAINTENANCE AND DISTRIBUTION OF CODE:**
- 1-1-12: HISTORICAL CITATIONS, EDITOR NOTES, STATE LAW AND CROSS REFERENCES:**
- 1-1-13: ALTERING OR TAMPERING WITH CODE PROHIBITED:**

1-1-1: CODIFICATION AUTHORITY:

This code consists of all the regulatory and penal ordinances and certain of the administrative ordinances of the city of West Jordan, codified pursuant to the provisions of Utah Code Annotated, as amended, and successor sections. (2009 Code)

1-1-2: ADOPTION OF CODE:

Pursuant to the provisions of Utah Code Annotated sections 10-3-707 through 10-3-711, as amended, and successor sections, there is hereby adopted the West Jordan City code, as compiled, edited and published by Sterling Codifiers, Inc., of Coeur d'Alene, Idaho. (2009 Code)

1-1-3: TITLE, CITATION, REFERENCE:

This code shall be known as the *WEST JORDAN CITY CODE*. It shall be sufficient to refer to the code as the West Jordan city code in any prosecution for the violation of any provision thereof, or in any proceeding at law or equity. It shall be sufficient to designate any ordinance adding to, amending, correcting or repealing all or any part or portion thereof as an addition to, amendment to, correction or repeal of this code. Further reference may be had to the titles, chapters, sections and subsections of this code, and such references shall apply to that numbered title, chapter, section and subsection as it appears in the code. (2009 Code)

1-1-4: REFERENCE APPLIES TO AMENDMENTS:

Whenever a reference is made to this code, or to any portion thereof, or to any ordinance of the city, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made. (2009 Code)

1-1-5: REFERENCES TO SPECIFIC ORDINANCES:

The provisions of this code shall not in any manner affect matters which have heretofore been made of record and which refer to ordinances specifically designated by number. Any such reference shall be construed to apply to the corresponding provisions contained within this code. (2009 Code)

1-1-6: ENACTING STYLE OF ORDINANCES:

The enacting style of all ordinances of the city shall be "Be it ordained by the city council of the city of West Jordan, Utah". (2009 Code)

1-1-7: PUBLICATION, POSTING OF ORDINANCES:

All ordinances, ~~before taking effect~~ after being approved, shall be deposited in the office of the city clerk/recorder ~~and with a short summary of the ordinance to be published at least once in a newspaper published within the city, and shall become effective twenty (20) days after publication or posting, or thirty (30) days after final passage by the city council, whichever is closer to the date of final passage, or posted and shall become effective immediately upon publication or posting, pursuant to the provisions of Utah Code Annotated section 10-3-711, as amended, and successor sections, but~~ ordinances may become effective at an earlier or later date ~~after publication or posting~~ if so provided in the ordinance. (2009 Code)

1-1-8: AMENDMENTS TO CODE:

- A. Numbering; Exclusions: All ordinances adopted subsequent to this code that amend, repeal or in any way affect this code may be numbered in accordance with the numbering system of this code and printed for inclusion in this code. Portions of this code repealed by subsequent ordinances may be excluded from this code by omission from affected reprinted pages.
- B. Language Of Amendments: Amendments to provisions of this code may be made with the following language: "Section (title, chapter or part, as appropriate) of the West Jordan municipal code is hereby amended to read as follows:...".
- C. Additions: If a new section, part, chapter or title is to be added to this code, the following language may be used: "Section (title, chapter or part, as appropriate) of the West Jordan municipal code is hereby created to read as follows:...".
- D. Repeals: All provisions desired to be repealed should be repealed specifically by section, part, chapter or title number, as appropriate, or by setting out the repealed provisions in full in the repealing ordinance. (2001 Code § 1-1-116; amd. 2009 Code)

1-1-9: SUPPLEMENTATION OF CODE:

- A. Supplements: Supplements to this code shall be prepared and printed whenever authorized or directed by the city. A supplement to this code shall include all substantive permanent and general parts of ordinances adopted during the period covered by the supplement and all changes made by the supplement in this code. The pages of the supplement shall be so numbered that they will fit properly into this code and will, where necessary, replace pages that have become obsolete or partially obsolete. The new pages shall be so prepared that when they have been inserted, this code will be current through the date of the adoption of the latest ordinance included in the supplement.
- B. Exclude Repeal Provisions: In preparing a supplement to this code, all portions of this code that have been repealed shall be excluded from this code by their omission from reprinted pages.

- C. Ministerial Nonsubstantive Change Authority: When preparing a supplement to this code, the person authorized to prepare the supplement may make formal, nonsubstantive changes in ordinances and parts of ordinances included in the supplement, insofar as is necessary in order to embody them into a unified code. For example, the person may:
1. Arrange the material into appropriate organizational units.
 2. Supply appropriate catchlines, headings and titles for titles, chapters, parts and sections to be included in this code and make changes in any such catchlines, headings and titles or in any such catchlines, headings and titles already in this code.
 3. Assign appropriate numbers to titles, chapters, parts and sections to be added to this code.
 4. Where necessary to accommodate new material, change existing numbers assigned to titles, chapters, parts or sections.
 5. Change the words "this ordinance" or similar words to "this title", "this chapter", "this part", "this section" or "sections to" (inserting section numbers to indicate the sections of this code that embody the substantive sections of the ordinance incorporated in this code).
 6. Make other nonsubstantive changes necessary to preserve the original meaning of the ordinances inserted in this code. (2001 Code § 1-1-117; amd. 2009 Code)

1-1-10: PURPOSE AND RULES OF CONSTRUCTION:

This code is enacted for the purpose of carrying into effect and discharging all powers and duties conferred by law upon the city and its officers, employees and inhabitants, and to provide for the safety, preserve the health, promote the prosperity, improve the morals, peace, good order, comfort and convenience of the city and its inhabitants, and to protect property in the city. By enacting this code, the city council intends to exercise all authority granted to it by law. This code shall be construed to effect that purpose. (2001 Code § 1-1-103)

1-1-11: MAINTENANCE AND DISTRIBUTION OF CODE:

- A. City Attorney Responsibility: The city attorney shall be responsible for maintaining this code and any amendments to this code.
- B. Code Purchase Cost: This code may be sold to any interested person at a price ~~determined by the city manager~~, identified in the uniform fee schedule, to cover costs of printing. The money so received shall be paid into the general funds of the city. (2001 Code § 1-1-106; amd. 2009 Code)

1-1-12: HISTORICAL CITATIONS, EDITOR NOTES, STATE LAW AND CROSS REFERENCES:

The history notes appearing in parentheses after each section or subsection and the editor's notes and state law and cross reference notes throughout this code are for the benefit of the user of this code and shall not be considered as part of the text of this code. (2001 Code § 1-1-107)

1-1-13: ALTERING OR TAMPERING WITH CODE PROHIBITED:

It shall be unlawful for any person to change or amend, by additions or deletions, any part or portions of this code, or to insert or delete pages, or portions of pages, or to alter or tamper with such code in any manner whatsoever which will cause the law of the city to be misrepresented. (2001 Code § 1-1-118; amd. 2009 Code)

Chapter 2

SAVING CLAUSE

1-2-1: EFFECT OF REPEAL OF ORDINANCES:

1-2-2: CODE DOES NOT AFFECT PRIOR OFFENSES OR RIGHTS:

1-2-3: CERTAIN ORDINANCES NOT AFFECTED BY CODE:

1-2-4: EFFECT OF CODE ON ORDINANCES NOT REPEALED:

1-2-5: SEVERABILITY:

1-2-1: EFFECT OF REPEAL OF ORDINANCES:

- A. Repeal Effects: Unless specifically provided otherwise, the repeal of an ordinance does not revive any repealed ordinance.
- B. Repeal Not To Affect Previously Imposed Sanction: The repeal or amendment of an ordinance does not affect any punishment or penalty incurred before the repeal took effect; nor does such repeal or amendment affect any suit, prosecution or proceeding pending at the time of the amendment or repeal. (2001 Code § 1-1-105)

1-2-2: CODE DOES NOT AFFECT PRIOR OFFENSES OR RIGHTS:

Nothing in this code or the ordinance adopting this code affects any offense or act committed or done, any penalty or forfeiture incurred, or any contract or right established before the effective date of this code. (2001 Code § 1-1-115)

1-2-3: CERTAIN ORDINANCES NOT AFFECTED BY CODE:

- A. Code Amendments Do Not Affect Vested Rights: Nothing in this code or the ordinance adopting this code affects the validity of any ordinance or portion of an ordinance:
 - 1. Promising or guaranteeing the payment of money or authorizing the issuance of bonds or other instruments of indebtedness.
 - 2. Authorizing or approving any contract, deed or agreement.
 - 3. Granting any right or franchise.
 - 4. Making or approving any appropriation or budget.
 - 5. Providing for salaries or other employee benefits not codified in this code.
 - 6. Levying, imposing or otherwise relating to taxes not codified in this code
 - 7. Adopting or amending the comprehensive plan or adopting or amending any land development regulations.
 - 8. Dedicating, accepting or vacating any plat or subdivision or rezoning specific property.

9. Dedicating, establishing, naming, locating, relocating, opening, paving, widening, repairing or vacating any street, sidewalk or alley.
 10. Establishing the grade of any street or sidewalk.
 11. Levying or imposing any special assessment.
 12. Annexing property into the city or describing the corporate limits.
 13. Deannexing property or excluding property from the city.
 14. That is temporary, although general in effect.
 15. That is special, although permanent in effect.
 16. The purpose of which has been accomplished.
- B. Vested Rights Remain: The ordinances designated in subsection A of this section continue in full force and effect to the same extent as if published at length in this code. (2001 Code § 1-1-119)

1-2-4: EFFECT OF CODE ON ORDINANCES NOT REPEALED:

The adoption of this code shall in no way affect the validity or enforceability of any ordinance not contained in this code which is not specifically repealed hereby. (2009 Code)

1-2-5: SEVERABILITY:

It is the intention of the city council that the titles, chapters, parts, sections, paragraphs, sentences, clauses and phrases of this code are severable. If any phrase, clause, sentence, paragraph, section, part, chapter or title of this code shall be declared unconstitutional or invalid for any reason by the valid judgment or decree of any court of competent jurisdiction, the validity of the remaining part of this code shall not be affected. The city council declares that it would have adopted each part of this code irrespective of the validity of any other part. (2001 Code § 1-1-104)

Chapter 3 DEFINITIONS; INTERPRETATIONS

1-3-1: TERMS:

1-3-2: DEFINITIONS:

1-3-3: TITLE, CHAPTER AND SECTION HEADINGS; CATCHLINES:

1-3-1: TERMS:

- A. Terms Of Gender; Plurality, Tense And Mandate: As used in this code:
1. Words used in one gender comprehend the other.
 2. The singular number includes the plural, and the plural the singular.

3. Words used in the present tense include the future.

4. The word "may" indicates that a permissive, discretionary exercise of thought or action is permitted.

5. The word "shall" indicates that a mandatory performance of the duty or obligation is required.

- B. Undefined Terms; Dictionary Meanings: Where terms are not defined, they shall have their ordinary accepted meanings within the context in which they are used. "Merriam-Webster's Third New International Dictionary Of The English Language", copyright 1961, including any addenda sections, shall be construed as providing ordinary accepted meanings.
- C. Time; Computations: When any time is specified in this code, it shall mean standard time, as distinguished from solar time, and the words "midnight" or "noon" shall be taken to be twelve o'clock (12:00) midnight or twelve o'clock (12:00) noon standard time. (2001 Code § 1-1-102; amd. 2009 Code)

1-3-2: DEFINITIONS¹:

Unless the context requires otherwise, as used in this code, the following words have the following definitions:

ASSISTANT CHIEF ADMINISTRATIVE OFFICER: Before the change of government effective date, this is any assistant city manager (even if the formal title of the position is not assistant city manager); and on or after the change of government effective date, this is any position identified by the mayor to be an assistant city administrator (even if the formal title of the position is not assistant city administrator).

BRIBE: Means and signifies any money, goods, rights in action, property, thing of value, or advantage, present or prospective, or any promise or undertaking to give any, asked, given, or accepted, with a corrupt intent to influence unlawfully the person to whom it is given in his action, vote, or opinion in any public or official capacity.

CHANGE OF GOVERNMENT EFFECTIVE DATE: The effective date of the change to the council-mayor form of government is 12 noon on January 6, 2020.

CHIEF ADMINISTRATIVE OFFICER: Before the change of government effective date, this is the city manager; and on or after the change of government effective date, this is the city administrator (See title 1, chapter 7).

CHIEF EXECUTIVE OFFICER: Before the change of government effective date, this is the city manager; and on or after the change of government effective date, this is the mayor.

CITY: The municipal corporation and political subdivision of the state of Utah known as the city of West Jordan.

CITY COUNCIL, COUNCIL: Before the change of government effective date, this is, collectively, the mayor and city council of the city; and on or after the change of government effective date, this is just the city council, and not the mayor.

CODE: The West Jordan city code comprised of titles, containing ordinances and amendments as enacted by the city council.

CORRUPTLY: Means and imports a wrongful design to acquire or cause some pecuniary or other advantage to the person guilty of the act or omission referred to, or to some other person.

COUNCIL CHAIR: Before the change of government effective date, this is the mayor; and on or after the change of government effective date, this is the council member elected or appointed by a majority of the city council to chair city council meetings (or another council member elected or appointed by a majority of the city council to temporarily act in his/her place).

COUNTY: The political subdivision of the state of Utah known as Salt Lake County.

FISCAL YEAR: The period between July 1 and June 30 of any city budget year, apparent from the context of the ordinance language.

HIGHWAY, ROAD: Means and includes public bridges, and may be held equivalent to the words "county way", "county road", "common road", public right of way", "public easement", "state road", and "state highway".

KNOWINGLY: Imports only a knowledge that the facts exist which brings the act or omission within the provisions of this code. It does not require any knowledge of the unlawfulness of such act or omission.

LAND, REAL ESTATE, REAL PROPERTY: Means and includes land, tenements, hereditaments, water rights, possessory rights and claims.

LAW: Any formal rule of expected standards of conduct or procedure, enacted by a properly constituted administrative agency or executive, legislative body, or judicial tribunal.

MALICE, MALICIOUSLY: Means and imports a wish to vex, annoy or injure another person, or an intent to do a wrongful act, established either by proof or by presumption of law.

MAYOR: Before the change of government effective date, this is the duly elected or appointed mayor of the city and shall include any person or persons designated by the city council to act in his/her stead, unless the context clearly indicates that the mayor, as an individual person, is intended; and on or after the change of government effective date, this is the duly elected or appointed mayor of the city pursuant to the council-mayor form of government.

MONTH: A calendar month, unless otherwise expressed.

NEGLECT, NEGLIGENCE, NEGLIGENT, NEGLIGENTLY: Means and imports a want of such attention to the nature or probable consequences of the act of omission as a prudent person ordinarily bestows in acting in his/her own concern.

OATH: Means and includes "affirmation", and the word "swear" includes the word "affirm". Every mode of oral statement under oath or affirmation is embraced in the term "testify" and every written one in the term "dispose".

OFFICER: Means and includes elected officials of the city, sworn officers and those persons in charge of city departments, together with statutory officials and positions designated in state law as city officers.

OR, AND: The term "or" may be read as a conjunctive "and", and the term "and" may be read as a disjunctive "or", if the sense requires it.

OWNER: When applied to a building or land, means and includes any part owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.

PERSON: Includes individuals, bodies politic and corporate, companies, partnerships, associations, and other informal entities.

PERSONAL PROPERTY: Means and includes every description of money, goods, chattels, effects, evidences of rights in action, and all written instruments by which any pecuniary obligation, rights or title to property is created, acknowledged, transferred, increased, defeated, discharged or diminished, and every right or interest therein.

PROPERTY: Means and includes both real and personal property.

S/HE: Is intended to express gender neutrality and refers to male or female, both in a plural and singular form.

SIGNATURE: Means and includes any name, mark or sign written with the intent to authenticate any instrument or writing.

STATE: The state of Utah.

STREET: Means and includes alleys, lanes, courts, boulevards, public ways, public squares, public places and sidewalks.

TENANT, OCCUPANT: When applied to a building or land, means and includes any person who occupies the whole or any part of such building or land either alone or with others.

TIME; HOW COMPUTED: The time in which any act provided by this code is to be done is computed by excluding the first day and including the last, unless the last is a holiday, and then it also is excluded.

UTAH CODE, UCA: The Utah Code Annotated, as amended.

WILFULLY WILLFULLY: When applied to the intent with which an act is done or omitted, means and implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate law, or to injure another, or to require any advantage.

WRITING: Means and includes printing, writing and typewriting.

YEAR: A calendar year commencing January 1 and ending the last day of December apparent from the context of the ordinance language, but does not include a city "fiscal year", as defined in this section. (2001 Code § 1-1-102; amd. 2009 Code; Ord. 19-02, 01-23-2019)

1-3-3: TITLE, CHAPTER AND SECTION HEADINGS; CATCHLINES:

The catchlines of the several subsections and sections, and the headings of titles, chapters and parts of this code are intended as mere catchwords to indicate the contents of the subsection, section, title, chapter or part and shall not be deemed or taken to be substantive portions of such subsections, sections, titles, chapters or parts, nor, unless expressly so provided, shall they be so deemed when any of such subsections, sections, titles, chapters or parts, including the catchlines or other headings, are amended or reenacted. (2001 Code § 1-1-108)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: UCA §§ 68-3-7, 68-3-12(2)(o).

Chapter 4

GENERAL PENALTY¹

(2001 Code §§ 1-1-109, 1-1-110, 1-1-111, 1-1-112, 1-1-113, 1-1-114; amd. 2009 Code; Ord. 09-25, 9-8-2009; Rep. by Ord. 12-10, 4-25-2012, eff. 7-1-2012)

Footnotes - Click any footnote link to go back to its reference.
Footnote 1: See chapter 14 of this title.

Chapter 9

HUMAN RESOURCES PROCEDURES AND EMPLOYEE COMPENSATION SYSTEM

1-9-1: MERIT BASED PERSONNEL SYSTEM:

1-9-2: ADOPTION OF PERSONNEL RULES AND REGULATIONS MANUAL:

1-9-3: COMPENSATION OF APPOINTED EMPLOYEES:

1-9-4: NO PROPERTY RIGHTS IN EXPECTATION OF CONTINUED EMPLOYMENT:

1-9-5: COMPENSATION SCHEDULE ADOPTED:

1-9-1: MERIT BASED PERSONNEL SYSTEM:

Under the direction and supervision of the ~~city manager~~ chief executive officer, the director of human resources shall formulate personnel principles and programs designed to:

- A. Provide that employment in the city government is based upon merit and free from personal and political considerations;
- B. Provide just, equitable and attractive incentives and conditions of employment in order to promote high morale, efficiency and economy in the operations of city government. (2001 Code § 2-4-601; amd. 2009 Code)

1-9-2: ADOPTION OF PERSONNEL RULES AND REGULATIONS MANUAL:

The ~~city manager~~ chief executive officer shall periodically prepare and present to the city council personnel rules and regulations as s/he deems necessary. The personnel rules and regulations shall be adopted and amended by resolution of the city council. (2001 Code § 2-4-602; amd. 2009 Code)

1-9-3: COMPENSATION OF APPOINTED EMPLOYEES:

The ~~city manager~~ chief executive officer shall maintain a competitive compensation and classification plan for city officers and employees, together with accompanying personnel policies and procedures that identifies employee compensation for all appointed employees. All city employees, except as otherwise provided by ordinance, shall be compensated for their services in accordance with the plan, according to the grade and step level of the employee, as determined by the ~~city manager~~ chief executive officer under validly adopted plans or contracts. (2001 Code § 2-4-603; amd. 2009 Code)

1-9-4: NO PROPERTY RIGHTS IN EXPECTATION OF CONTINUED EMPLOYMENT:

Notwithstanding anything in any ordinance, resolution, policy, practice or custom of the city, no appointed official and no employee shall have any property right in any employment agreement or arrangement, and shall have no expectation of continued employment with the city, unless: a) the vesting terms are clearly expressed in writing; or b) the city council approves the terms in an employment agreement or in a legislatively adopted compensation plan. (2001 Code § 2-4-604; amd. 2009 Code)

1-9-5: COMPENSATION SCHEDULE ADOPTED:

- A. ~~Policies~~ Policies And Schedules To Be Adopted: City officers, statutory officers and employees of the city shall be paid in conformity with compensation schedules and personnel ~~policies~~ policies and procedures periodically adopted by the city council, with the specific grade, step or range level determined by the ~~city manager~~ chief executive officer in his/her sound discretion.
- B. Employment Agreement: Written contracts that set the terms, compensation and conditions of employment for a city employee shall be approved by the city council. When so approved, an employment agreement shall govern the employment relationship only to the extent it modifies general city policies and procedures with specificity.
- C. Adjustments In Compensation: Except for changes authorized in city council adopted personnel ~~policies~~ policies or a city council approved contract, increases in compensation shall not be made. Authorization for lawful changes shall be made by the ~~city manager~~ chief executive officer and made in conformance with applicable state law.
- D. Justice Judges: Compensation for any justice court judge will be as provided in the city compensation plan or in a salary schedule adopted by the city council, but any such compensation shall be in full conformity with minimum, maximum and other requirements provided in state law. (2001 Code § 2-4-605; amd. 2009 Code)

Chapter 10

JUSTICE COURT

- 1-10-1: CITY JUSTICE COURT ESTABLISHED:**
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- 1-10-20: TRAFFIC COURT REFEREES:**
- 1-10-21: TRAFFIC SURCHARGE; APPLICATION AND EXEMPTIONS:**
- 1-10-22: DISTRIBUTION OF COLLECTED MONIES:**
- 1-10-23: DEFAULT CIVIL PENALTY SCHEDULE:**

1-10-1: CITY JUSTICE COURT ESTABLISHED:

Pursuant and subject to the provisions of Utah Code Annotated section 78A-7-101 et seq., or successor provisions, there is established a class I municipal justice court for the city, which shall be known as the justice court of the city of West Jordan or the city justice court. (2001 Code § 34-2-101; amd. 2009 Code)

1-10-2: QUALIFICATIONS FOR OFFICE:

A candidate for the position as a judge of the justice court shall meet all the qualifications as set forth in Utah Code Annotated section 78A-7-201 et seq., or any successor provision; and, in addition, shall be a member in good standing of the Utah State Bar Association at the time of appointment and during all times serving in the said office. (2009 Code)

1-10-3: APPOINTMENT OF CITY JUSTICE COURT JUDGES:

- A. Appointment; Term; Reappointment: The ~~city manager~~ chief executive officer, with the advice and consent of the city council, shall appoint qualified people to be city justice court judges, according to the process provided in Utah Code Annotated section 78A-7-202, or any successor provisions. The term of office of a city justice court judge shall be for six (6) years. Upon the expiration of a city justice court judge's term of office, reappointment of the city justice court judge shall be according to the retention procedures provided in Utah Code Annotated section 78A-7-202, or any successor provisions.

- B. Number Of Judges: The city council may create positions for, and the ~~city manager~~ chief executive officer shall appoint as provided in subsection A of this section, as many city justice court judges as required for efficient judicial administration of the justice court's case load.
- C. Random Case Assignment: If more than one city justice court judge is assigned to the city justice court, any citations, charges filed by information, or complaints filed within the city justice court shall be assigned at random to each city justice court judge.
- D. Judicial Administrative Matters: The city justice court judge shall report to and be supervised by the ~~city manager~~ chief executive officer as to municipal administrative and budgetary affairs and matters. However, this supervision shall not be exercised in a fashion to infringe upon or influence the exercise by a justice court judge of impartial judicial discretion and judgment, or the exercise of official judicial duties of a city justice court judge. (2001 Code § 34-2-102; amd. 2009 Code)

1-10-4: CIVIL AND CRIMINAL JURISDICTION:

The city justice court shall have that jurisdiction specified in Utah Code Annotated section 78A-7-106 or any successor provisions. This jurisdiction also includes civil violations of city ordinances and those designated as civil penalty matters. (2001 Code § 34-2-103; amd. 2009 Code)

1-10-5: SMALL CLAIMS DEPARTMENT:

- A. Small Claims Division: There is created in the city justice court a department to be known as the small claims court.
- B. Small Claims Jurisdiction: The small claims court shall have all authority and jurisdiction as granted by Utah Code Annotated title 78A, chapter 8, or any successor provisions.
- C. Appointment Of Pro Tempore Small Claims Judges: The city justice court may request that the Utah supreme court appoint a member of the Utah state bar in good standing, with the member's consent, as judge pro tempore to hear and determine small claims at times, including evening sessions, to be set by the court, all as provided in Utah Code Annotated section 78A-8-108, or its successor statute. (2001 Code § 34-2-106; amd. 2009 Code)

1-10-6: PLACE FOR HOLDING COURT:

- A. Court Held Within City Limits: The city justice court judge(s) shall maintain chambers in and hold court within the city limits.
- B. Facility Standards: The city justice court judge shall hold trial in a room or office conducive and appropriate to the administration of justice. The ~~city manager~~ chief executive officer shall provide adequate and auxiliary space for the city justice court that meets or exceeds state law minimum requirements. (2001 Code § 34-2-107; amd. 2009 Code)

1-10-7: LEGAL MATERIALS:

The city shall provide and keep current for the city justice court judge a copy of legal materials as required by Utah Code Annotated section 78A-7-214. (2001 Code § 34-2-108; amd. 2009 Code)

1-10-8: COMPENSATION AND EXPENSES OF JUDGES AND CLERKS:

- A. Fixed Compensation; Statutory Cap: The compensation of a judge of the justice court shall be in accordance with the compensation plan of the city, but a judge shall not receive a salary greater than the limitation prescribed by Utah Code Annotated section 78A-7-206, or any successor provision.

- B. City Obligation For Salary, Benefits, Training: The city shall assume the cost of salary and benefits of the city justice court judges, and other employees assigned to the city justice court, as well as the travel and training expenses incurred by each judge and other assigned employees. (2001 Code § 34-2-109; amd. 2009 Code)

1-10-9: CLERICAL PERSONNEL:

- A. Staffing: The city shall provide sufficient clerical and other personnel to conduct the business of the court. Clerical personnel shall have the following responsibilities:
1. Record keeping;
 2. Filing reports;
 3. Scheduling hearings and trials;
 4. Mailing notices;
 5. Maintaining case files;
 6. Collecting fines;
 7. Docketing cases; and
 8. Other court related duties as assigned.
- B. Judge Participation In Staff Operations And Personnel Evaluations: The city justice court judge(s) shall concur in the appointment of any clerk assigned to serve the court and shall participate in the personnel evaluation process for that clerk.
- C. Part Time Clerk Assignment: If the clerk is serving the court in a part time capacity, the clerk shall not be assigned to other duties in the court or the city which present a conflict of interest or promote an appearance of impropriety regarding court responsibilities. (2001 Code § 34-2-110; amd. 2009 Code)

1-10-10: BUDGET:

- A. Judicial Budgeting Responsibilities: Subject to section 1-10-14 of this chapter, the city justice court judge(s) shall have the same budgetary rights and responsibilities as a department head, concerning the fiscal and budget operations of the city justice court.
- B. Judicial Duty To Manage Budget: Subject to section 1-10-14 of this chapter, the city justice court judge(s) shall ensure that expenditures for operations of the city justice court are kept within the annual budget approved by the city council. (2001 Code § 34-2-111; amd. 2009 Code)

1-10-11: DOCKET AND INDEX:

The city justice court judge(s) shall keep a case docket and indexing system in accordance with state law. (2001 Code § 34-2-112; amd. 2009 Code)

1-10-12: DISPOSITION OF MONIES COLLECTED:

All fines, penalties and forfeitures for violation of any city ordinance shall be disposed of in accordance with state law. (2001 Code § 34-2-113)

1-10-13: JUSTICE PRO TEMPORE:

In case of the illness, other disability or any necessary absence of a city justice court judge on a return day of a summons, or at the time appointed for a trial, a temporary justice court judge may be appointed by the ~~city manager~~ chief executive officer as provided in Utah Code Annotated section 78A-7-208, or any successor provisions. (2001 Code § 34-2-114; amd. 2009 Code)

1-10-14: CHIEF JUDGE APPOINTMENT:

If two (2) or more justice court judges are appointed to serve at the same time, one justice court judge shall be designated by the ~~city manager~~ chief executive officer to be chief judge. The chief judge shall act as the department head and shall assume all of the management, budget and reporting functions under this chapter. (2009 Code)

1-10-15: REPORTS BY JUDGE:

The city justice court judge shall file with: a) the state court administrator, or his/her designee, in the judicial district in which the city justice court is located; and b) the ~~city manager~~ chief executive officer, a report on the judicial business handled by the city justice court judge on forms supplied by the state court administrator. The report shall state the number of criminal, civil and small claims actions filed, the dispositions entered and such other information as may be specified. (2001 Code § 34-2-115; amd. 2009 Code)

1-10-16: JUDGE TO ATTEND ANNUAL TRAINING:

The city justice court judge(s) shall attend at least one qualifying seminar or training court supervised by the judicial council each calendar year. Successful completion of this annual training will be evidenced by the award of a certificate by the judicial council. If a city justice court judge does not attend the required seminars or courses for two (2) consecutive years, s/he may be removed from office for cause as provided in Utah Code Annotated section 78A-7-205, or any successor provisions. (2001 Code § 34-2-116; amd. 2009 Code)

1-10-17: DELIVERY OF DOCKET AND PAPERS TO SUCCESSOR:

The city justice court judge, upon the expiration of his/her term of office, must deposit with his successor his official dockets and all papers filed in his office, and also those of his/her predecessors or any others which may be in his custody, to be kept as public records. (2001 Code § 34-2-117)

1-10-18: REMOVAL OF JUDGE:

- A. For Cause Removal: The city justice court judge may be removed from office for any cause for which a district court judge can be removed from office. Facts supporting any cause for removal are to be forwarded to the state of Utah judicial conduct commission.
- B. Appointment Of Judge For Unexpired Term: If a vacancy shall occur in the office of the city justice court judge, the ~~city manager~~ chief executive officer shall, within a reasonable time, fill such vacancy by appointment for the unexpired term by following the procedures in Utah Code Annotated section 78A-7-202, or its successor statute. The person so appointed shall qualify in the same manner as a city justice court judge and shall have and exercise all the powers conferred by law upon such city justice court judge. (2001 Code § 34-2-118; amd. 2009 Code)

1-10-19: BAIL COMMISSIONERS:

- A. Appointment: The ~~city manager~~ chief executive officer, with the advice and consent of the city council, may appoint from among the officers and members of the police department one or more discreet persons to be known as bail commissioners.
- B. Authority: Each bail commissioner shall have authority to fix and receive bail for a person arrested within the corporate limits of the city:
 - 1. In accordance with the uniform bail schedule adopted by the city justice court; or
 - 2. A reasonable bail for city ordinances not contained in the uniform bail schedule for misdemeanors defined under the laws of the state or for violations of city ordinances.
- C. Set Bail; Collect Fines: A person who has been ordered by a bail commissioner to give bail may deposit with the bail commissioner the amount:
 - 1. In money, by cash, certified or cashier's check, personal check with check guarantee card, money order or credit card, if the bail commissioner has chosen to establish any of those options; or
 - 2. By a bond issued by a bail bond surety qualified under the rules of the judicial council or the city justice court.
- D. Fine Collection And Disposition:
 - 1. In addition to the duty of fixing bail, a bail commissioner shall have power to collect and receipt monies tendered in payment of the fine of a person servicing sentence in default of the payment of such fine, when the court is closed.
 - 2. Money collected by a bail commissioner shall be delivered to the court that issued the commitment order, within three (3) working days of receipt of the money.
- E. Terms; Salary; Bond; Oath:
 - 1. Commissioners appointed under this section shall serve at the pleasure of the ~~city manager~~ chief executive officer and shall receive no special or additional compensation, as such.
 - 2. Before entering upon their duties as bail commissioners, they shall take and subscribe an oath to faithfully and impartially discharge the duties of their office, and shall give bond to the city, with two (2) good and sufficient individuals, sureties or with a single corporate surety, to be approved by the ~~city manager~~ chief executive officer, which bond shall be in the sum of two thousand five hundred dollars (\$2,500.00), conditioned for the faithful performance of their duties as such commissioners, and that they will well and truly account for and turn over to the city treasurer all monies, bonds, property, papers and records then in their hands pertaining to their respective offices. However, such bond may be provided through a public employee blanket bond, purchased for other city officers and employees, pursuant to section 1-7A-5 of this title.
- F. Duty To Surrender Funds And Records: At the expiration of his/her term of office, the bail commissioner shall surrender and turn over all funds, bonds, property, papers and records then in his/her hands pertaining to his/her office. (2001 Code § 34-2-119; amd. 2009 Code)

1-10-20: TRAFFIC COURT REFEREES:

- A. Appointment And Qualifications: The ~~city manager~~ chief executive officer may appoint traffic court referees, as quasi-judicial officers. Traffic court referees must be at least twenty five (25) years of age and a state resident for three (3) years preceding appointment. Traffic court referees must possess knowledge of laws and regulations, court procedures, and penalties for violations within the authority of traffic court referees. The traffic referee shall, at all times, serve in an at will capacity. Whether by contract or otherwise, the traffic court referee shall have no vested interest in the position and may be separated from service by the ~~city manager~~ chief executive officer, with or without cause, in the ~~city manager's~~ chief executive officer's sole discretion.
- B. Limited Jurisdiction And Standards For Case Disposition: Traffic court referees are authorized to handle only those offenses listed in the uniform bail schedule which do not require a court appearance by the defendant and consistent with policy directives for disposition of such cases, jointly established by the chief justice court judge and the city prosecutor.
- C. Case Disposition Protocols And Work Evaluations: The presiding city justice court judge and city prosecutor shall jointly develop a performance plan and protocol for case disposition. They shall also annually evaluate the performance of the traffic court referees. In the event of a disagreement, the ~~city manager~~ chief executive officer will perform these functions.
- D. Traffic Referee Authority:
 - 1. Traffic court referees may establish bail, order dismissals, refer persons to traffic school or otherwise equitably dispose of traffic citations in conformance with the protocols established by the judge and prosecutor, after considering the:
 - a. Offense described on the citation and any additional facts as may be indicated on an officer's report of the incident; and
 - b. Circumstances surrounding the offense as presented by the defendant.
 - 2. After reviewing the citation with the defendant, the traffic court referee may propose a mutually equitable disposition. Upon stipulation of the defendant, the traffic court referee may order disposition in accordance with the agreement. Documentation of the disposition shall be maintained by the court.
- E. Disposition Final; Defendant's Right To Withdraw Stipulation: Dispositions of matters within the traffic court referee's designated jurisdiction shall be final, unless the defendant withdraws a stipulation within ten (10) calendar days of its entry. If the defendant withdraws a stipulation in a timely manner, the matter shall be scheduled for trial before the court. (2001 Code § 34-2-120; amd. 2009 Code)

1-10-21: TRAFFIC SURCHARGE; APPLICATION AND EXEMPTIONS:

- A. Surcharges: With regard to traffic violations, other than parking violations, the city justice court shall assess all fees and surcharges required to be assessed by state statute.
- B. Surcharges To Be Assessed: In addition to any surcharge imposed under Utah Code Annotated section 51-9-401, or any successor provision, a traffic mitigation surcharge shall be paid on all criminal fines, penalties and forfeitures imposed by the city justice court for any offense described in this section.

- C. **Surcharge Nonapplicability:** The otherwise applicable traffic mitigation surcharge for a conviction of any moving traffic violation, including a violation of county or municipal ordinances, shall not be imposed:
 - 1. Upon nonmoving traffic violations; and
 - 2. Upon court orders, when the offender is ordered to perform community service work in lieu of paying a fine.
- D. **Juvenile Court Restitution Orders:** The traffic mitigation surcharge does not include amounts assessed or collected separately by juvenile courts for the juvenile restitution account, which is independent of this section and does not affect the imposition or collection of the traffic mitigation surcharge.
- E. **No Reduction In Fine For Imposition Of Mitigation Surcharge:** The traffic mitigation surcharge under this section shall be imposed and is an additur to a fine imposed in addition to the criminal offense. No reduction may be made in the fine charged, due to the imposition of a traffic mitigation surcharge. (2001 Code § 34-2-121; amd. 2009 Code)

1-10-22: DISTRIBUTION OF COLLECTED MONIES:

- A. **Concurrent Collection:** The amount of the traffic mitigation surcharge imposed in this chapter and the amount of criminal fines, penalties and forfeitures lawfully imposed by the city justice court shall be collected concurrently.
- B. **City Distribution Rights:** As monies are collected on criminal fines, penalties and forfeitures subject to the traffic mitigation surcharge, the local governmental collecting entity shall retain all of the collected monies, if the citation was issued within the boundaries of the city.
- C. **Required Court Date Collection:** The city justice court shall collect financial information to determine:
 - 1. The total number of cases in which:
 - a. A final judgment has been rendered;
 - b. Traffic mitigation surcharges and fines are paid by partial or installment payment; and
 - c. The judgment is fulfilled by an alternative method upon the city justice court's order.
 - 2. The total dollar amounts of traffic mitigation surcharges owed, including:
 - a. Waived traffic mitigation surcharges;
 - b. Uncollected traffic mitigation surcharges; and
 - c. Collected traffic mitigation surcharges.
- D. **Court Reporting Duty To State:** The city justice court shall report all collected financial information monthly to the Utah administrative office of the courts for cases subject to the traffic mitigation surcharge.

- E. City Use Of Surcharge Funds: The monies from the traffic mitigation surcharge shall be used by the city to mitigate the impacts of traffic changes due to the reconstructing of Interstate 15, including priority traffic management systems or other lawful purposes. The monies from the traffic mitigation surcharge are in addition to any monies appropriated or otherwise available for each local government's traffic mitigation projects, and may not be used to supplant those monies.
- F. Surcharge Records Public: The city shall keep a record of the income and expenditure of the surcharge monies received and used under this section. The records shall be made available for public inspection during regular office hours.
- G. Fine Revenues: The provisions of this section may not impact the distribution and allocation of fines imposed in accordance with Utah Code Annotated sections 23-14-13 and 51-9-401, or successor provisions. (2001 Code § 34-2-122; amd. 2009 Code)

1-10-23: DEFAULT CIVIL PENALTY SCHEDULE:

- A. Schedule: The justice court may establish a default civil penalty schedule, similar in format to the uniform misdemeanor fine/bail schedule adopted by the judicial council, except that the fees set forth in the city default civil penalty schedule may be higher or lower than those set forth in the uniform bail schedule. The justice court default civil penalty schedule shall apply only in those instances in which the defendant is not required to appear in court and the defendant's voluntary forfeiture of the penalty fee disposes of the case. The fees set forth in the default civil penalty schedule shall include all penalties, surcharges and assessments provided by law. However, the foregoing authorization does not prohibit the court from, in its discretion, imposing a civil penalty, no fine or a fine in any amount up to and including the maximum fine applicable for the offense.
- B. Cap On Assessments: The cumulative total of all civil penalties, surcharges and assessments for each citation shall not exceed the total sum prescribed for class B misdemeanors. (2009 Code)

Chapter 13 PUBLIC MEETINGS

1-13-1: CITY COUNCIL MEETINGS:

1-13-2: MEETINGS OPEN TO PUBLIC:

1-13-3: PUBLIC NOTICE OF ANNUAL MEETINGS:

1-13-4: MINUTES OF PUBLIC MEETINGS:

1-13-5: RULES OF CONDUCT:

1-13-6: VOTING BY CITY COUNCIL:

1-13-7: FORMATION OF COMMITTEES:

1-13-8: AUDIO AND/OR VIDEO BROADCASTING OF CITY MEETINGS AND EVENTS:

1-13-1: CITY COUNCIL MEETINGS:

- A. Meeting Schedule: The City Council will hold regular City Council meetings not less than one time per month, pursuant to a schedule adopted by City Council resolution. This resolution shall also set the meeting schedules of other City bodies that hold regular meetings over the course of a year.

- B. "Anchor" Meeting Location: City Council meetings will be held at City Hall in the chambers of the City Council, which are located at 8000 South Redwood Road, West Jordan, Utah. Council meetings may be held at other locations as necessary and as lawfully designated by the City Council. At least four (4) Council members shall be physically present at the anchor meeting location.
- C. Time Of Meeting: City Council meetings will begin at five thirty o'clock (5:30) P.M., unless otherwise designated by the City Council.
- D. Emergency And Special Meetings: Emergency and special meetings of the City Council may be held at such times and locations as designated by the City Council and in accordance with State law.
- E. Electronic Meetings (And Remote Locations): Up to three (3) City Council members may participate electronically from one or more remote locations, according to State law and adopted rules and procedures, and by contacting the Mayer Council Chair and City Clerk/Recorder at least twenty seven (27) hours before the starting time of the meeting. No other person may participate electronically in a City Council meeting.
- F. Notice Of Meetings: The City Clerk/Recorder shall cause that the required notice of the locations and times of all meetings of the City Council be posted as required by State law.
- G. Open And Public Meetings: All meetings of the City Council shall be held in compliance with the Utah Open and Public Meetings Act as set forth in Utah Code Annotated section 52-4-1 et seq., or successor provisions. (2001 Code § 2-8-101; amd. Ord. 17-52, 9-27-2017; Ord. 17-58, 10-25-2017; Ord. 18-39, 12-5-2018)

1-13-2: MEETINGS OPEN TO PUBLIC:

- A. Every meeting of the City Council is open to the public unless the meeting is closed pursuant to subsection B of this section.
- B. A closed meeting may be held upon the affirmative vote of two-thirds ($\frac{2}{3}$) of the members of the public body present at an open meeting for which notice is given pursuant to this chapter, provided a quorum is present. No closed meeting is allowed except as to matters exempted under subsection C of this section. No ordinance, resolution, rule, regulation, contract or appointment shall be approved at a closed meeting. The reasons for holding a closed meeting and the vote, either for or against the proposition to hold such a meeting, cast by each member by name shall be entered on the minutes of the meeting. Nothing in this chapter shall be construed to require any meeting to be closed to the public.
- C. A closed meeting may be held pursuant to Utah Code Annotated section 52-4-4, or any successor provision, for any of the following purposes:
 - 1. Discussion of the character, professional competence, or physical or mental health of an individual;
 - 2. Strategy sessions to discuss collective bargaining;
 - 3. Strategy sessions to discuss pending or reasonably imminent litigation;
 - 4. Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms;

5. Strategy sessions to discuss the sale of real property when:
 - a. Public discussion of the transaction would disclose the appraisal or estimated value of the property under consideration or prevent the public body from completing the transaction on the best possible terms;
 - b. The public body had previously given public notice that the property would be offered for sale; and
 - c. The terms of the sale are publicly disclosed before the public body approves the sale;
6. Discussion regarding deployment of security personnel, devices or systems;
7. Investigative proceedings regarding allegations of criminal misconduct; or
8. Any other reason permitted by and consistent with State law.

A public body may not interview a person applying to fill an elected position in a closed meeting. Nothing in this section may be construed to require any public body to approve the purchase, sale, exchange or lease of real property if that public body is not required to approve the purchase, sale, exchange or lease of real property under other laws.

- D. This section shall not apply to any chance meeting or social meeting. No chance meeting or social meeting shall be used to circumvent this section. This section shall not prohibit the removal of any person who ~~wilfully~~ willfully disrupts a meeting to the extent that orderly conduct is seriously compromised. (2001 Code § 2-8-102)

1-13-3: PUBLIC NOTICE OF ANNUAL MEETINGS:

- A. The City ~~Manager~~ Clerk/Recorder shall cause to be given public notice of the annual meeting schedule adopted pursuant to section 1-13-1 of this chapter. This public notice shall specify the date, time and place of such meetings, and shall be on file with the City Clerk/Recorder.
- B. In addition to the notice requirements of subsection A of this section, the City ~~Manager~~ Clerk/Recorder shall cause to be given public notice of the City Council meeting's agenda, together with the date, time and place of each of such meeting, not less than twenty four (24) hours before the commencement of the meeting.
- C. Public notice shall be satisfied by:
 1. Posting written notice at the principal office of the public body, or if no such office exists, at the building where the meeting is to be made; and
 2. Providing a notice to at least one newspaper of general circulation within the geographic jurisdiction of the public body or to a local media correspondent.
- D. When because of unforeseen circumstances it is necessary to hold an emergency meeting to consider matters of an emergency or urgent nature, the notice requirements of subsection B of this section may be disregarded and the best notice practicable given. No such emergency meeting of a public body may be held, unless an attempt has been made to notify all of its members and the majority votes in the affirmative to hold the meeting consistent with State law. (2001 Code § 2-8-103)

1-13-4: MINUTES OF PUBLIC MEETINGS:

- A. Written minutes shall be kept of all open meetings as required by State law. Such minutes shall include:
 - 1. The date, time and place of the meeting.
 - 2. The names of members present and absent.
 - 3. The substance of all matters proposed, discussed or decided, and a record, by individual member, of votes taken.
 - 4. The names of all citizens who appeared and the substance in brief of their testimony.
 - 5. Any other information that any member requests be entered in the minutes.
- B. Written minutes shall be kept of all closed meetings. Such minutes shall include:
 - 1. The date, time and place of the meeting.
 - 2. The names of members present and absent.
 - 3. The names of all others present except where such disclosure would infringe on the confidence necessary to fulfill the original purpose of closing the meeting.
- C. The minutes are public records and shall be available within a reasonable time after the meeting.
- D. All or any part of an open meeting may be recorded by any person in attendance, provided the recording does not interfere with the conduct of the meeting.
- E. The minutes of the public meetings of the City Council and of the various other committees and boards of the City shall be kept and preserved indefinitely as a history and journal of the proceedings of the City. (2001 Code § 2-8-104; amd. Ord. 09-13, 4-14-2009)

1-13-5: RULES OF CONDUCT:

The City Council may adopt rules and procedures for the efficient and fair functioning of its meetings. In the absence of any specific rule or procedure to the contrary, "Webster's New World Robert's Rules of Order, Simplified and Applied", shall govern parliamentary procedure before the City Council. (2001 Code § 2-8-105)

1-13-6: VOTING BY CITY COUNCIL:

- A. The minimum number of members of the City Council necessary to constitute a quorum is four (4).
- B. A roll call vote shall be taken and recorded for all ordinances, resolutions and any action which would create a liability against the City and in any other case at the request of any member of the City Council by a "yes" or a "no" vote and shall be recorded. Every resolution or ordinance shall be in writing before the vote is taken.

- C. The minimum number of "yes" votes required to pass any ordinance, resolution or take any final action by the City Council shall never be less than four (4). A two-thirds ($\frac{2}{3}$) vote, where required by law, requires five (5) affirmative votes. These requirements concerning a minimum number of votes shall apply only to actions where final official action is to be taken by the City Council ~~as Governing Body in its official legislative capacity~~; the requirements concerning a minimum number of votes shall not apply to preliminary and procedural matters or issues of a nondispositive nature, including, but not limited to, motions to recess or adjourn (whether or not a quorum is present), motions concerning issues of parliamentary procedure, motions to make technical changes in written proposals before the City Council, and similar motions, which may be decided by a majority of the quorum voting. A motion to take final action on an issue before the City Council shall not be deemed to be defeated by reason of the failure to obtain the minimum number of affirmative votes for such final action. Final action on such an issue shall be postponed until the next regularly scheduled meeting of the City Council if at least a majority of the members voting voted affirmatively for the motion; however, if the number of votes against the motion would be sufficient (assuming that the number of against votes would remain unchanged) to defeat the proposal even if a greater number of affirmative votes were obtained, such issue shall not be brought back for reconsideration and revoting but shall be deemed to be defeated. Unless otherwise directed by at least four (4) members of the City Council, the ~~City Manager~~ Council Chair shall cause eligible issues to be placed on the next regularly scheduled meeting of the City Council for reconsideration and revoting. Nothing in this subsection shall prevent the City Council from reconsidering any motion or other issue previously acted upon.
- D. Any ordinance, resolution or motion of the City Council having fewer favorable votes than required in this section shall be deemed defeated and invalid, except a meeting may be adjourned to a specific time by a majority vote of the City Council even though such majority is less than that required in this section.
- E. Any action taken by the City Council shall not be reconsidered or rescinded at any special meeting unless the number of members of the City Council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved. (2001 Code § 2-8-107; 2009 Code § 1-13-7; amd. Ord. 09-13, 4-14-2009)

1-13-7: FORMATION OF COMMITTEES:

The City Council may form committees composed of its own members and/or others for such purposes as it deems appropriate, as allowed by Utah Code Annotated section 10-3b-203, as amended. (2001 Code § 2-8-108; 2009 Code § 1-13-8; amd. Ord. 09-13, 4-14-2009)

1-13-8: AUDIO AND/OR VIDEO BROADCASTING OF CITY MEETINGS AND EVENTS:

- A. City meetings and/or other functions may be broadcast per City policy. (Ord. 18-08, 3-14-2018)

Chapter 14 ENFORCEMENT

ARTICLE A. GENERAL

1-14A-1: PURPOSE AND SCOPE:

1-14A-2: EXISTING LAW CONTINUED:

1-14A-3: ALL REMEDIES NOT EXCLUSIVE RESERVED:

1-14A-4: NO MANDATORY DUTY TO ENFORCE:

1-14A-5: GENERAL ENFORCEMENT AUTHORITY:

1-14A-6: AUTHORITY TO INSPECT:

1-14A-7: FALSE INFORMATION:

1-14A-8: FAILURE TO OBEY A SUBPOENA:

1-14A-1: PURPOSE AND SCOPE:

- A. Purpose: The city council finds that the enforcement of this code and applicable state law throughout the city is an important public service. Code enforcement is vital to the protection of the public's health, safety, and quality of life. The city council recognizes that enforcement starts with the drafting of precise regulations that can be effectively applied in code enforcement hearings as well as in judicial proceedings. The city council further finds that a comprehensive code enforcement system that uses a combination of judicial and administrative remedies is critical to gain compliance with these regulations in a measured and effective way.
- B. Scope: The provisions of this chapter and title 16 may be applied to seek remedy for any and all violations of this code. It has been designed to provide optional remedies for the city to use in achieving compliance with this code. (Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14A-2: EXISTING LAW CONTINUED:

The provisions of this chapter do not invalidate any other title or ordinance, but shall be read in conjunction with the rest of this code as providing remedies for the enforcement of this code. (Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14A-3: ALL REMEDIES NOT EXCLUSIVE RESERVED:

~~The city has sole discretion in deciding whether to pursue~~ All the administrative, civil or criminal remedies for the violation of the provisions of this code are reserved for an available to the city. (Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14A-4: NO MANDATORY DUTY TO ENFORCE:

In establishing the remedies and procedures provided in this chapter, the city recognizes the principles of prosecutorial discretion even in the context of code enforcement proceedings in ~~article G~~ title 16 of this ~~chapter~~ code. (Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14A-5: GENERAL ENFORCEMENT AUTHORITY:

Whenever an enforcement official finds that a violation of this code has occurred or continues to exist, the enforcement official has the authority and power necessary to gain compliance with the provisions of this code through the procedures of article B ~~or C~~ of this chapter or title 16, or otherwise as permitted under state law. These powers include the power to commence administrative or criminal enforcement procedures, issue citations and notices of violation, inspect public and private property, abate violations upon private property, and use whatever judicial and administrative remedies are available under this code and applicable state law. (Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14A-6: AUTHORITY TO INSPECT:

- A. Any city enforcement official is authorized to enter upon any property or premises to perform inspections, examinations and surveys as may be necessary in the performance of that enforcement official's duties. This may include, not by way of limitation, the taking of photographs, samples, or other physical evidence. All inspections, entries, examinations, and surveys shall be done in a reasonable manner based upon probable cause.
- B. The enforcement official may obtain a search warrant to allow the enforcement official to enter the property. (Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14A-7: FALSE INFORMATION:

It shall be unlawful for any person to ~~wilfully~~ willfully make a false statement or refuse to give his or her name or address (if required by law) with intent to deceive or interfere with a city employee when in the performance of his or her official duties. A violation of this section is a class B misdemeanor. (Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14A-8: FAILURE TO OBEY A SUBPOENA:

It is unlawful for any person to refuse or fail to obey a subpoena issued for a code enforcement hearing. A violation of this section is a class B misdemeanor. (Ord. 12-10, 4-25-2012, eff. 7-1-2012)

ARTICLE B. CRIMINAL CODE ENFORCEMENT

1-14B-1: OFFENSES:

1-14B-2: PARTIES TO UNLAWFUL ACTS:

1-14B-3: WILFULLY WILLFULLY FAILING TO APPEAR:

1-14B-4: CONTINUING VIOLATION:

1-14B-1: OFFENSES:

- A. Misdemeanors And Infractions: An individual convicted of violating any provision of this code as a result of conduct which is found to be unlawful under the definitions of either a misdemeanor or infraction, and for which no other punishment expressly is indicated, shall be punished as a class B misdemeanor.

- B. Punishment: Class B and class C misdemeanors and infractions prosecuted under this section or as otherwise specified in this code shall be governed by the criminal code provisions of the Utah code, as amended from time to time.
- C. Corporations And Other Artificial Persons: Notwithstanding any contrary provision of the Utah code, any corporation, association, partnership, government institution or instrumentality shall pay a fine, for any conviction as imposed by the court, in an amount not to exceed five thousand dollars (\$5,000.00) for each class B misdemeanor and one thousand dollars (\$1,000.00) for each class C misdemeanor or infraction conviction, or such other higher sum authorized by Utah Code Annotated section 76-3-302, or any successor provision. (2001 Code § 1-1-114; amd. 2009 Code § 1-4-1; Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14B-2: PARTIES TO UNLAWFUL ACTS:

- A. Unlawful To Aid Or Abet: It is unlawful for any person, whether individually or in concert with one or more persons, or as a principal, to commit, attempt to commit, conspire to commit, aid or abet in the commission of any act declared in this code to be unlawful.
- B. Unlawful To Induce Code Violation: It is unlawful for any person to falsely, fraudulently, forcibly or ~~wilfully~~ willfully induce, cause, coerce, require, permit or direct another person to violate any provision of this code.
- C. Unlawful To Permit Incapacitated To Violate Code: It is unlawful for the parent or custodian of any child and the guardian of any ward or person having charge of any blind, confused or incapacitated person to authorize or knowingly permit any such person to violate any provision of this code. (2001 Code § 1-1-110; 2009 Code § 1-4-3; amd. Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14B-3: ~~WILFULLY~~ WILLFULLY FAILING TO APPEAR:

- A. Misdemeanor Violation: Any person who ~~wilfully~~ willfully fails to appear before a court pursuant to a misdemeanor citation issued consistent with this chapter, or pursuant to a criminal summons or any other order of a court, is guilty of a class C misdemeanor, regardless of the disposition of the charge upon which the person was originally cited.
- B. Appearance By Counsel: A written promise to appear in court may be complied with by an appearance of counsel. (2001 Code § 1-1-112; amd. Ord. 09-25, 9-8-2009; 2009 Code § 1-4-6; Ord. 12-10, 4-25-2012, eff. 7-1-2012)

1-14B-4: CONTINUING VIOLATION:

Any violation of this code shall be a separate violation on each day the violation occurs or continues. (2001 Code § 1-1-109; 2009 Code § 1-4-2; amd. Ord. 12-10, 4-25-2012, eff. 7-1-2012)

ARTICLE C. ADMINISTRATIVE CODE ENFORCEMENT

(Rep. by Ord. 18-31, 09-11-2018 - Title 16)

Part 2
Election of Governing Body

10-3-201 Municipal general election -- Terms of office.

(1) Consistent with Section 20A-1-202, on the Tuesday after the first Monday in November in odd-numbered years, a municipal general election shall be held in all municipalities to fill all elective offices vacated by 12 o'clock noon on the first Monday in the January following the election. The officers elected shall continue in the office to which they were elected for four years except in case of death, resignation, removal or disqualification from office.

(2) The officers so elected shall begin their term of office at 12 o'clock noon on the first Monday in January following their election.

Amended by Chapter 256, 2007 General Session

10-3-202 Terms of elected municipal officers.

Each elected officer of a municipality shall hold office for the term for which he is elected and until his successor is chosen and qualified, unless the office becomes vacant under Section 10-3-301.

Amended by Chapter 32, 1990 General Session

10-3-205 Election of officers in municipalities operating under a city council form of government.

Each municipality operating under a five-member or six-member city council form of government shall hold municipal elections to fill, for a term of four years, the following offices in the following years:

(1) in the year following a year in which a presidential election is held, the offices of:

(a) approximately half the council members; and

(b) except as provided in Subsection (2)(b) or 10-2a-410(2)(a)(ii), mayor; and

(2) in the year preceding a year in which a presidential election is held, the offices of:

(a) the remaining council members; and

(b) for a municipality that elected a mayor in 2015 for a term of four years, mayor.

Amended by Chapter 158, 2017 General Session

10-3-205.5 At-large election of officers -- Election of commissioners or council members.

(1) Except as provided in Subsection (2), (3), or (4), the officers of each city shall be elected in an at-large election held at the time and in the manner provided for electing municipal officers.

(2)

(a) The governing body of a city may by ordinance provide for the election of some or all commissioners or council members, as the case may be, by district equal in number to the number of commissioners or council members elected by district.

(b)

(i) Each district shall be of substantially equal population as the other districts.

(ii) Within six months after the Legislature completes its redistricting process, the governing body of each city that has adopted an ordinance under Subsection (2)(a) shall make any adjustments in the boundaries of the districts as may be required to maintain districts of substantially equal population.

[Subsections (3) and (4) pertain only to metro townships.]

Amended by Chapter 14, 2016 General Session

Part 2

Council-Mayor Form of Municipal Government

10-3b-201 Separate branches of government under a council-mayor form of government.

The powers of municipal government in a municipality operating under the council-mayor form of government are vested in two separate, independent, and equal branches of municipal government consisting of:

- (1) a council composed of five or seven members; and
- (2) a mayor and, under the mayor's supervision, any executive or administrative departments, divisions, and offices and any executive or administrative officers provided for by statute or municipal ordinance.

Enacted by Chapter 19, 2008 General Session

10-3b-202 Mayor in council-mayor form of government.

(1) The mayor in a municipality operating under the council-mayor form of government:

- (a) is the chief executive and administrative officer of the municipality;
- (b) exercises the executive and administrative powers and performs or supervises the performance of the executive and administrative duties and functions of the municipality;
- (c) shall:
 - (i) keep the peace and enforce the laws of the municipality;
 - (ii) execute the policies adopted by the council;
 - (iii) appoint, with the council's advice and consent, a qualified person for each of the following positions:
 - (A) subject to Subsection (3), chief administrative officer, if required under the resolution or petition under Subsection 10-3b-603(1)(a) that proposed the change to a council-mayor form of government;
 - (B) recorder;
 - (C) treasurer;
 - (D) engineer; and
 - (E) attorney;
 - (iv) provide to the council, at intervals provided by ordinance, a written report to the council setting forth:
 - (A) the amount of budget appropriations;
 - (B) total disbursements from the appropriations;
 - (C) the amount of indebtedness incurred or contracted against each appropriation, including disbursements and indebtedness incurred and not paid; and
 - (D) the percentage of the appropriations encumbered;
 - (v) report to the council the condition and needs of the municipality;
 - (vi) report to the council any release granted under Subsection (1)(d)(xiii);
 - (vii) if the mayor remits a fine or forfeiture under Subsection (1)(d)(xi), report the remittance to the council at the council's next meeting after the remittance;
 - (viii) perform each other duty:
 - (A) prescribed by statute; or
 - (B) required by a municipal ordinance that is not inconsistent with statute;
- (d) may:
 - (i) subject to budget constraints:
 - (A) appoint:
 - (I) subject to Subsections (3)(b) and (4), a chief administrative officer; and
 - (II) one or more deputies or administrative assistants to the mayor; and
 - (B)
 - (I) create any other administrative office that the mayor considers necessary for good government of

the municipality; and

(II) appoint a person to the office;

(ii) with the council's advice and consent and except as otherwise specifically limited by statute, appoint:

(A) each department head of the municipality;

(B) each statutory officer of the municipality; and

(C) each member of a statutory commission, board, or committee of the municipality;

(iii) dismiss any person appointed by the mayor;

(iv) as provided in Section 10-3b-204, veto an ordinance, tax levy, or appropriation passed by the council;

(v) exercise control of and supervise each executive or administrative department, division, or office of the municipality;

(vi) within the general provisions of statute and ordinance, regulate and prescribe the powers and duties of each other executive or administrative officer or employee of the municipality;

(vii) attend each council meeting, take part in council meeting discussions, and freely give advice to the council;

(viii) appoint a budget officer to serve in place of the mayor to comply with and fulfill in all other respects the requirements of, as the case may be:

(A) Chapter 5, Uniform Fiscal Procedures Act for Utah Towns; or

(B) Chapter 6, Uniform Fiscal Procedures Act for Utah Cities;

(ix) execute an agreement on behalf of the municipality, or delegate, by written executive order, the authority to execute an agreement on behalf of the municipality:

(A) if the obligation under the agreement is within certified budget appropriations; and

(B) subject to Section 10-6-138;

(x) at any reasonable time, examine and inspect the official books, papers, records, or documents of:

(A) the municipality; or

(B) any officer, employee, or agent of the municipality;

(xi) remit fines and forfeitures;

(xii) if necessary, call on residents of the municipality over the age of 21 years to assist in enforcing the laws of the state and ordinances of the municipality; and

(xiii) release a person imprisoned for a violation of a municipal ordinance; and

(e) may not vote on any matter before the council.

(2)

(a) The first mayor elected under a newly established mayor-council form of government shall, within six months after taking office, draft and submit to the council a proposed ordinance:

(i) providing for the division of the municipality's administrative service into departments, divisions, and bureaus; and

(ii) defining the functions and duties of each department, division, and bureau.

(b) Before the council adopts an ordinance on the municipality's administrative service, the mayor may establish temporary rules and regulations to ensure efficiency and effectiveness in the divisions of the municipal government.

(3)

(a) As used in this Subsection (3), "interim vacancy period" means the period of time that:

(i) begins on the day on which a municipal general election described in Section 10-3-201 is held to elect a mayor; and

(ii) ends on the day on which the mayor-elect begins the mayor's term.

(b) Each person appointed as chief administrative officer under Subsection (1)(c)(iii)(A) shall be appointed on the basis of:

(i) the person's ability and prior experience in the field of public administration; and

(ii) any other qualification prescribed by ordinance.

(c)

- (i) The mayor may not appoint a chief administrative officer during an interim vacancy period.
- (ii) Notwithstanding Subsection (3)(c)(i):
 - (A) the mayor may appoint an interim chief administrative officer during an interim vacancy period; and
 - (B) the interim chief administrative officer's term shall expire once a new chief administrative officer is appointed by the new mayor after the interim vacancy period has ended.
- (d) Subsection (3)(c) does not apply if the mayor who holds office on the day of the municipal general election is re-elected to the mayor's office for the following term.
- (4) A mayor who appoints a chief administrative officer in accordance with this section may not, on or after May 10, 2011, enter into an employment contract that contains an automatic renewal provision with the chief administrative officer.

Amended by Chapter 352, 2015 General Session

10-3b-203 Council in a council-mayor form of government.

- (1) The council in a municipality operating under a council-mayor form of government:
 - (a) shall:
 - (i) by ordinance, provide for the manner in which:
 - (A) municipal property is bought, sold, traded, encumbered, or otherwise transferred; and
 - (B) a subdivision or annexation is approved, disapproved, or otherwise regulated;
 - (ii) pass ordinances, appropriate funds, and review municipal administration;
 - (iii) perform all duties that the law imposes on the council; and
 - (iv) elect one of its members to be the chair of the council;
 - (b) may:
 - (i) adopt an ordinance, to be known as the municipal administrative code:
 - (A) dividing the municipality's administrative service into departments, divisions, and bureaus; and
 - (B) defining the functions and duties of each department, division, and bureau;
 - (ii) adopt an ordinance:
 - (A) creating, consolidating, or abolishing departments, divisions, and bureaus; and
 - (B) defining or altering the functions and duties of each department, division, and bureau;
 - (iii) notwithstanding Subsection (1)(c)(iii), make suggestions or recommendations to a subordinate of the mayor;
 - (iv)
 - (A) notwithstanding Subsection (1)(c), appoint a committee of council members or citizens to conduct an investigation into:
 - (I) an officer, department, or agency of the municipality; or
 - (II) any other matter relating to the welfare of the municipality; and
 - (B) delegate to an appointed committee powers of inquiry that the council considers necessary;
 - (v) make and enforce any additional rule or regulation for the government of the council, the preservation of order, and the transaction of the council's business that the council considers necessary; and
 - (vi) take any action allowed under Section 10-8-84; and
 - (c) may not:
 - (i) direct or request, other than in writing, the appointment of a person to or the removal of a person from an executive municipal office;
 - (ii) interfere in any way with an executive officer's performance of the officer's duties; or
 - (iii) publicly or privately give orders to a subordinate of the mayor.
- (2) A member of a council in a municipality operating under the council-mayor form of government may not have any other compensated employment with the municipality.

Enacted by Chapter 19, 2008 General Session

10-3b-204 Presenting council action to mayor -- Veto -- Reconsideration -- When ordinance, tax levy, or appropriation takes effect.

(1) The council in each municipality operating under a council-mayor form of municipal government shall present to the mayor each ordinance, tax levy, and appropriation passed by the council.

- (2)
- (a) The mayor in a municipality operating under a council-mayor form of municipal government may veto an ordinance or tax levy or all or any part of an appropriation passed by the council.
 - (b) If a mayor vetoes an ordinance or tax levy or all or any part of an appropriation, the mayor shall return the ordinance, tax levy, or appropriation to the council within 15 days after the council presents the ordinance, tax levy, or appropriation to the mayor, with a statement explaining the mayor's objections.
- (3) At its next meeting following a mayor's veto under Subsection (2), the council shall reconsider the vetoed ordinance, tax levy, or appropriation.
- (4) An ordinance, tax levy, or appropriation passed by the council takes effect upon recording as provided in Chapter 3, Part 7, Municipal Ordinances, Resolutions, and Procedure, if:
- (a) the mayor signs the ordinance, tax levy, or appropriation;
 - (b) the mayor fails to sign the ordinance, tax levy, or appropriation within 15 days after the council presents the ordinance, tax levy, or appropriation to the mayor; or
 - (c) following a veto, the council reconsiders the ordinance, tax levy, or appropriation and passes it by a vote of at least two-thirds of all council members.

Enacted by Chapter 19, 2008 General Session

10-3b-205 Rules and regulations by municipal officers.

A municipal officer in a municipality operating under a council-mayor form of government may prescribe rules and regulations, not inconsistent with statute, municipal ordinance, or the merit plan.

Enacted by Chapter 19, 2008 General Session

Part 6
Changing to Another Form of Municipal Government

10-3b-601 Authority to change to another form of municipal government.

(1) As provided in this part, a municipality may change from the form of government under which it operates to:

- (a) the council-mayor form of government with a five-member council;
- (b) the council-mayor form of government with a seven-member council;
- (c) the six-member council form of government; or
- (d) the five-member council form of government.

[Subsections (2) and (3) pertain only to metro townships.]

Enacted by Chapter 352, 2015 General Session

10-3b-602 Voter approval required for a change in the form of government.

A municipality may not change its form of government under this part unless voters of the municipality approve the change at an election held for that purpose.

Enacted by Chapter 352, 2015 General Session

10-3b-603 Resolution or petition proposing a change in the form of government.

(1) The process to change the form of government under which a municipality operates is initiated by:

- (a) the council's adoption of a resolution proposing a change; or
- (b) the filing of a petition, as provided in Title 20A, Chapter 7, Part 5, Local Initiatives - Procedures, proposing a change.

(2) Within 45 days after the adoption of a resolution under Subsection (1)(a) or the declaring of a petition filed under Subsection (1)(b) as sufficient under Section 20A-7-507, the council shall hold at least two public hearings on the proposed change.

(3)

(a) Except as provided in Subsection (3)(b), the council shall hold an election on the proposed change in the form of government at the next municipal general election or regular general election that is more than 75 days after, as the case may be:

- (i) a resolution under Subsection (1)(a) is adopted; or
- (ii) a petition filed under Subsection (1)(b) is declared sufficient under Section 20A-7-507.

(b) Notwithstanding Subsection (3)(a), an election on a proposed change in the form of government may not be held if:

- (i) in the case of a proposed change initiated by the council's adoption of a resolution under Subsection (1)(a), the council rescinds the resolution within 60 days after adopting it; or
- (ii) in the case of a proposed change initiated by a petition under Subsection (1)(b), enough signatures are withdrawn from the petition within 60 days after the petition is declared sufficient under Section 20A-7-507 that the petition is no longer sufficient.

(4) Each resolution adopted under Subsection (1)(a) or petition filed under Subsection (1)(b) shall:

- (a) state the method of election and initial terms of council members; and
- (b) specify the boundaries of districts substantially equal in population, if some or all council members are to be elected by district.

(5) A resolution under Subsection (1)(a) or petition under Subsection (1)(b) proposing a change to a council-mayor form of government may require that, if the change is adopted, the mayor appoint, with the

council's advice and consent and subject to Section 10-3b-202, a chief administrative officer, to exercise the administrative powers and perform the duties that the mayor prescribes.

Enacted by Chapter 352, 2015 General Session

10-3b-604 Limitations on adoption of a resolution and filing of a petition.

A resolution may not be adopted under Subsection 10-3b-603(1)(a) and a petition may not be filed under Subsection 10-3b-603(1)(b) within:

- (1) four years after an election at which voters reject a proposal to change the municipality's form of government, if the resolution or petition proposes changing to the same form of government that voters rejected at the election; or
- (2) four years after the effective date of a change in the form of municipal government or an incorporation as a municipality.

Enacted by Chapter 352, 2015 General Session

10-3b-605 Ballot form.

The ballot at an election on a proposal to change the municipality's form of government shall:

- (1) state the ballot question substantially as follows: "Shall [state the municipality's name], Utah, change its form of government to the [state "council-mayor form, with a five-member council," "council-mayor form, with a seven-member council," "six-member council form," or "five-member council form," as applicable]?"; and
- (2) provide a space or method for the voter to vote "yes" or "no."

Enacted by Chapter 352, 2015 General Session

10-3b-606 Election of officers after a change in the form of government.

- (1) If voters approve a proposal to change the municipality's form of government at an election held as provided in this part, an election of officers under the new form of government shall be held on the municipal general election date following the election at which voters approve the proposal.
- (2) If a municipality changes its form of government under this part resulting in the elimination of an elected official's position, the municipality shall continue to pay that official at the same rate until the date on which the official's term would have expired, unless under the new form of government the official holds municipal office for which the official is regularly compensated.
- (3) A council member whose term has not expired at the time the municipality changes its form of government under this part may, at the council member's option, continue to serve as a council member under the new form of government for the remainder of the member's term.
- (4) The term of the mayor and each council member is four years or until a successor is qualified, except that approximately half of the initial council members, chosen by lot, shall serve a term of two years or until a successor is qualified.

Enacted by Chapter 352, 2015 General Session

10-3b-607 Effective date of change in the form of government.

A change in the form of government under this chapter takes effect at noon on the first Monday of January next following the election of officers under Section 10-3b-606.

Enacted by Chapter 352, 2015 General Session

REQUEST FOR COUNCIL ACTION

SUBJECT: Confirm the appointment of Danyce Steck as the Finance Director; authorize the Mayor to execute an Employment Agreement, and administer to the Oath of Office

SUMMARY: Approve a Resolution confirming the appointment of a Finance Director; approve an Employment Agreement between the City of West Jordan and Danyce Steck.

FISCAL AND/OR

ASSET IMPACT: The fiscal impact is the employee salary and benefits, which are in the current Fiscal Year Budget FY 2018-2019.

STAFF RECOMMENDATION:

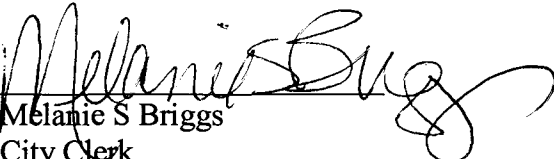
Staff recommends confirming the appointment of Danyce Steck as the Finance Director; and approving an Employment Agreement.

MOTION RECOMMENDED:

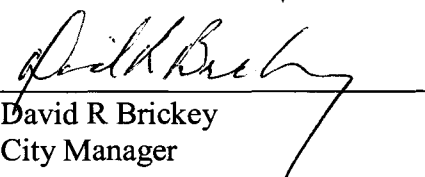
"I move to a approve Resolution 19-46, confirming the appointment of Danyce Steck, as the Finance Director; and authorizing the Mayor to execute an Employment Agreement between the City of West Jordan and Danyce Steck."

Roll Call vote required

Prepared by:


Melanie S Briggs
City Clerk

Approved for Council consideration and Presented by:


David R Brickey
City Manager

BACKGROUND DISCUSSION:

The City Manager completed an extensive search for an individual to serve as Finance Director for the City of West Jordan. The City Manager requests confirmation and appointment of Danyce Steck as the Finance Director, and requests approval of the Employment Agreement between the City of West Jordan and Danyce Steck.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-46

**A RESOLUTION CONFIRMING THE APPOINTMENT OF
DANYCE STECK AS THE FINANCE DIRECTOR;
AND AUTHORIZING THE MAYOR TO EXECUTE AN
EMPLOYMENT AGREEMENT**

Whereas, the City Manager is authorized, pursuant to the West Jordan Municipal Code, 1-7D-4-D1, to appoint, with the advice and consent of the City Council, an individual to serve as the Finance Director; and

Whereas, the City Manager seeks the advice and consent of the City Council concerning the appointment; and

Whereas, the City Manager desires to appoint Danyce Steck as the Finance Director for the City of West Jordan; and desires to authorize the Mayor to execute an Employment Agreement; and

Whereas, the City Council desires to consent to this appointment and approval of the Employment Agreement; and

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The City Council hereby confirms the appointment of Danyce Steck as the Finance Director and authorizes the Mayor to execute an Employment Agreement.

Section 2. This Resolution shall take effect immediately, and as set forth in the Employment Agreement.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

Alan Anderson

Dirk Burton

Zach Jacob

Chad Lamb

Chris McConnehey

Kayleen Whitelock

Mayor Jim Riding

"YES"

"NO"

**MINUTES
TO BE
APPROVED**

**MINUTES OF THE CITY OF WEST JORDAN
CITY COUNCIL MEETING**

Wednesday, February 13, 2019

5:30 p.m.

Council Chambers

8000 South Redwood Road

West Jordan, Utah 84088

COUNCIL: Mayor Jim Riding, and Council Members Dirk Burton, Zach Jacob, Chad R. Lamb, and Chris M. McConnehey. Council Member Kayleen Whitelock participated electronically. Council Member Alan Anderson arrived at 8:13 p.m.

STAFF: Korban Lee, Assistant City Manager; Rob Wall, City Attorney; Jamie Brooks, Deputy City Clerk; Scott Langford, Community Development Director; Dave Naylor, Interim Parks Director; Dave Zobell, City Treasurer; Duncan Murray, Assistant City Attorney; Brian Clegg, Public Works Director; Derek Maxfield, Fire Chief; Ken Wallentine, Police Chief; Brock Hudson, Community Preservation Director; Kent Andersen, Economic Development Director; Travis Rees, Deputy Police Chief; Michael Oliver, I.T. Manager; Duncan Murray, Assistant City Attorney; Larry Gardner, City Planner; Kim Wells, Public Information Manager, and Jared Smith, Risk Manager.

I. CALL TO ORDER

Mayor Riding called the meeting to order at 5:30 p.m.

II. WORKSHOP

**PRESENTATION BY LANDMARK DESIGN, PROVIDING AN UPDATE
REGARDING THE PARKS, RECREATION AND TRAILS MASTER
PLAN**

Dave Naylor turned the time over to Lisa Benson of Landmark Design who explained that she had been meeting regularly with the Advisory Committee. The committee had established a social media presence which would continue throughout the process of updating the Master Plan. She also provided the following demographical information regarding West Jordan.

- Population of 114,000 in 2018; expected to reach over 180,000 by 2060
- Median age in West Jordan was currently 30.7
- City's average household size was decreasing
- Currently more than 900 acres of public open space in the City, including County parks and the Salt Lake City owned property that held the current soccer fields
- 46 City-owned parks

- 28.6 miles of existing trails
- More than 26 miles of bicycle lanes
- 2.2 acres of open space per 1000 residents
- Surveys showed that maintenance of existing parks/trails/facilities was the highest priority for residents, followed by upgrading existing parks/playgrounds and preserving additional open space
- Most survey respondents were willing to pay an additional \$25 per year to reach those goals; however, their willingness decreased as the dollar amount increased

REVIEW AND DISCUSSION REGARDING THE 2009 WEST JORDAN MUNICIPAL CODE TITLE 5, TITLE 10, AND TITLE 11

Duncan Murray explained that there were no recommended changes to Title 11, although there were some to Titles 5 and 10. He distributed a hand-out to the Council and explained that the language highlighted in yellow reflected changes sent out two weeks before. The language that had been highlighted in blue had been amended even more recently, and those changes were new to the Council as a body.

TITLE 5: Regarding Section 5-5-4, Councilmember McConnehey had asked that the City allow tenants to enter into a utility agreement, but that the ultimate responsibility for payment would remain with the property owner.

As for Section 5-6-3 which addressed graffiti, the language was amended to clarify that it was the property owner who had the option of having the graffiti removed by the perpetrator.

On Section 5-6-4, some spelling and punctuation changes had been made as well as some slight changes to verbiage.

TITLE 10: Duncan Murray explained that Section 10-3 addressed the Board of Appeals process which was already compliant with State law. There had been a question about whether the City could have an additional level of appeal beyond the Board of Appeals. However, it was determined that the appeal process was codified by State law and could not be altered.

In Section 10-3-5(D), language would be added to clarify that the Board of Appeals should meet within twenty-one (21) **calendar** days of an appeal being filed.

Councilmember McConnehey asked that instead of listing the compensation for board members in various places, a centralized compensation table should be created which would address compensation for all City boards, committees, etc. He suggested that City Code merely reference the table.

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Spencer Fruen.

IV. PRESENTATION

There was no additional presentation

V. COMMUNICATIONS

ASSISTANT CITY MANAGER COMMENTS/REPORTS

Korban Lee-

- Distributed January 2019 financial report to the Council
- Also distributed a report of the ranked roadway projects that had been submitted to the Wasatch Front Regional Council

STAFF COMMENTS/REPORTS

Brian Clegg-

- Wished to publicly thank staff from various departments who recently assisted with snow removal. The efforts extended for more than 36 straight hours and involved every piece of equipment available. Some Public Works employees had been diverted to the Parks Department to help remove snow from sidewalks.

Dave Naylor-

- Stated that snow removal on sidewalks had been a serious issue and he hoped to have them completely clear by the end of that next Friday. They had focused on those sidewalks with the highest amount of travel, many of which were in school zones. He also expressed appreciation to the cooperative teamwork that had been exhibited by various departments.

CITY COUNCIL COMMENTS/REPORTS

Councilmember Jacob-

- Thanked staff for their snow removal efforts.
- Received an update on round-a-bouts (primarily on 7800 South) as they pertained to the Master Plan. He appreciated receiving the information so that he could keep the effected property owners in his district informed.
- Expressed appreciation to staff for accommodating his schedule regarding a recent meeting for a park in The Maples subdivision.

Councilmember Whitelock-

- Recognized the Healthy West Jordan Committee for their continued efforts

Councilmember Lamb-

- Expressed appreciation to staff for their hard work following the recent heavy snowfall.
- Asked Dave Naylor to reach out to David Brickey and/or Mayor Riding about what resources his department could use to do an even better job when similar storms hit in the future.

Councilmember Burton-

- Welcomed the Boy Scouts in attendance
- Asked about snow removal priorities within the City so that he could share that information with his constituents.

Brian Clegg responded that the first priority was major arterial streets. Following that were subdivision collector streets, with an emphasis on school zones, followed by residential streets and finally, cul-de-sacs.

Dave Naylor stated he had a four-person crew to clear all the public sidewalks. His crew typically worked a grid pattern but during the most recent storm, had focused on the most heavily travelled sidewalks first.

Councilmember Burton continued:

- Met with the Association of Municipal Councils regarding medical cannabis. He felt West Jordan should be proactive on the topic and should begin revising City Code. He suggested staff should get in touch with West Valley City who had already passed an Ordinance addressing the topic
- Attended a transportation meeting earlier in the day and learned that only 2.5% of total transportation funding went to active transportation
- Also attended a Jordan River Commission meeting and hoped West Jordan would again participate in the Get into the River Festival.

Councilmember McConnehey-

- The Wasatch Front Regional Council would host a Bike Summit on March 5th which Councilmember Burton was interested in attending. Councilmember McConnehey was in favor of him doing so and having the \$90 registration fee come from the Council's budget. He pointed out that his attendance would be merely for information gathering purposes and he would not be speaking on behalf of the City. He wondered if a majority of the Council would support Councilmember Burton's attendance at the event. An informal poll was taken, and all Councilmembers present were in support of the idea.
- Expressed appreciation to the Parks and Public Works staff for snow removal, the Police Department staff for enforcing the parking regulations, and the Fire Department for reminding residents that they needed to clear snow from around fire hydrants. He particularly appreciated the efforts of Shane Briggs and Ian Johnson from the Public Works department who he came across still working at 8pm one evening in below freezing temperatures several days after the storm.
- Asked Brian Clegg to address the salt briners that had been requested but not approved during the previous budget period, and explain the difference they might have made during the most recent storm. He spoke in favor of making a budget adjustment in order to purchase a brining system and possibly some additional equipment.

Brian Clegg responded that the brine system would have been used to pre-treat the major arterial streets, reducing the snow's ability to adhere to the roadways. There would have still been a certain amount of accumulation on the roads due to the large size of that

storm, but the brine system would have allowed crews to get to residential areas sooner. A rough estimate for the entire system was between \$100,000 and \$250,000.

Mayor Riding-

- Recently met with House and Senate leadership up at the Capitol regarding issues of concern to the City. Specifically, they discussed HB34 (affordable housing), Senator Winder's bill regarding the Jordan River and another bill that addressed taxing. He had found the legislative process to be quite enlightening.

Rob Wall returned to the earlier topic of Councilmember Burton's attendance at the WFRC's Bike Summit. He stated that Councilmember McConnehey was correct when he indicated that the Council could approve expenditures by the Council. However, the City Manager was also required to notice the discussion item on the meeting agenda. He recommended that the item be placed on the next Council meeting agenda

VI. CITIZEN COMMENTS

Alexandra Eframo, West Jordan resident, stated that she was counting her blessings but was very upset that the City Council meeting was not noticed on the electronic marquee. She was also upset that the Valley Journal indicated the meeting would begin at 6:00 p.m. when it was actually scheduled to begin at 5:30 p.m. She felt it was fake news. She expressed her appreciation to Councilmember Burton who had shoveled the snow from the sidewalk in front of her home as well as her neighbors'.

There was no one else who wished to speak.

VII. CONSENT ITEMS

- a. Approve the minutes of January 9, 2019 (Melanie Briggs)**
- b. Adopt Ordinance 19-07, amending the 2009 West Jordan Municipal Code Title 6 'Police and Public Safety,' regarding revocation of dog licenses (Duncan Murray)**
- c. Adopt Ordinance 19-08, amending the 2009 West Jordan Municipal Code title 9 'Utilities,' regarding backflow prevention and cross connection (Duncan Murray)**
- d. Adopt Resolution 19-22, regarding a purchase order from Sprinkler Supply Company for a bulk order of irrigation supplies (State Contract MA1274) in the amount of \$36,078 (Dave Naylor)**
- e. Adopt Resolution 19-23, authorizing the Mayor to execute a Service Agreement with Lexipol, LLC for the Police Policy Management services, in an amount not to exceed \$28,408.00 (Travis Rees)**

- f. Adopt Resolution 19-24, declaring the City of West Jordan's efforts to provide a range of residential densities and housing types in order to provide a diverse and balanced housing stock (Scott Langford)**
- g. Adopt Resolution 19-25, authorizing the Mayor to execute Betterment Agreement No. 6 between the UDOT and West Jordan City for the installation of a sewer lateral for the 9000 South Bangerter Highway Interchange project, in an amount not to exceed \$15,530.56 (David Murphy)**
- h. Adopt Resolution 19-26, declaring items from the Human Resources/Risk Department that are no longer of any value or use as surplus property, and authorize the disposition (Malena Murray)**
- i. Adopt Resolution 19-27, declaring items from the City of West Jordan Fire Department that are no longer of any value or use as surplus property, and authorize the disposition (Derek Maxfield)**
- j. Adopt Resolution 19-28, authorizing the Mayor to execute an agreement between the City and Ensign Engineering for the Jordan River Trail System Improvement Project (Brian Clegg)**

Mayor Riding stated that the Council wished to pull Consent Item 7f for discussion.

MOTION: Councilmember Burton moved to approve all Consent Items except 7f. Councilmember Jacob seconded the motion.

Councilmember McConnehey expressed his appreciation to Duncan Murray for his work on the ordinance updates.

A roll call vote was taken

Councilmember Anderson	Absent
Councilmember Burton	Yes
Councilmember Jacob	Yes
Councilmember Lamb	Yes
Councilmember McConnehey	Yes
Councilmember Whitelock	Yes
Mayor Riding	Yes

The motion passed 6-0.

VIII. CONSENT ITEM 7f

The purpose of this resolution was to educate the public at large of the efforts made, both past and present, by the City of West Jordan to provide a range of residential densities

and housing types to provide housing opportunities for all age groups and income levels. City staff, including the Development Services and Legal Departments, recommended that the City Council approve this Resolution to publicly declare efforts made to provide current and future residents of the City of West Jordan with diverse and balanced housing choices.

Councilmember Whitelock felt the topic deserved some attention and asked that Scott Langford provide further information for the benefit of the public.

Scott Langford explained that the Utah Housing Coalition and the Salt Lake Chamber had addressed the City Councils of many municipalities (including West Jordan) regarding the current housing crisis/gap and what the cities could do to address the challenges. It became clear that the Coalition and Chamber were unaware of the steps already taken by the City. Rather than ask the City Council to sign the Resolution that was drafted by the Housing Coalition, he felt it made more sense for City staff to draft one that included highlights of actions already taken by West Jordan as well as those they would continue to participate in. Resolution 19-24 outlined some of the goals and policies contained within the City's comprehensive General Plan which was updated continuously. The Plan required that the City provide a range of housing types, styles, sizes and prices throughout West Jordan. The City Council had adopted numerous policies and ordinances which supported that goal. The State Legislature had expressed concern about efficiency of development processes. He felt West Jordan was a leader in that area, particularly in the way subdivision and building permits were approved. This resolution showed that West Jordan was forward-thinking, pro-active, and a part of the solution to the housing gap.

Councilmember McConnehey stated there had been substantial improvements in the City's development processes over what had been taking place several years ago. He expressed appreciation to Scott Langford and his staff for addressing concerns of this Council as well as the previous Council.

Councilmember Jacob agreed with Councilmember McConnehey's statements.

MOTION: Councilmember Whitelock moved to approve Resolution 19-24, declaring the City of West Jordan's efforts to provide a range of residential densities and housing types to provide housing opportunities for all age groups and income levels. Councilmember McConnehey seconded the motion.

A roll call vote was taken

Councilmember Anderson	Absent
Councilmember Burton	Yes
Councilmember Jacob	Yes
Councilmember Lamb	Yes
Councilmember McConnehey	Yes

Councilmember Whitelock **Yes**
Mayor Riding **Yes**

The motion passed 6-0.

IX. PUBLIC HEARINGS

**RECEIVE PUBLIC COMMENT AND CONSIDER FOR APPROVAL
ORDINANCE 19-09, REGARDING A FUTURE LAND USE MAP
AMENDMENT FOR 1.641 ACRES FROM COMMUNITY COMMERCIAL
DESIGNATION TO LIGHT INDUSTRIAL DESIGNATION AT 5701
WEST 7800 SOUTH; THINK STORAGE, LLC**

Larry Gardner explained that the map amendment request was for a 1.6-acre parcel of property located along 7800 South and was north of a 6.7-acre parcel that was changed from Community Commercial to Light Industrial in May 2017. The applicant was proposing to amend the land use map that allowed for the construction of self-storage units on property that was sandwiched between the Mountain View Corridor and two major utility transmission corridors. The property in question was proposed to remain commercial, by the applicant, when the rest of the property was rezoned in 2017. The applicant felt at that time that with the frontage and access to 7800 South that the property would be a viable commercial piece. However, after discussing access points with the City the decision was made to only allow one access into the storage unit and commercial piece approximately 600 feet to the east from Mountain View Corridor. The applicant now felt that the property had poor vehicle access and because of this decision the property would have very little chance of success as a commercial property. The map amendment was in preparation for site plan applications. Staff felt that through proper design and materials that the storage unit façade along 7800 South could be made attractive and compatible with the other commercial projects in the area.

The subject property's surrounding zoning and land uses were as follows:

	Future Land Use	Zoning	Existing Land Use
North	Community Commercial	PC	Vacant land
South	Light Industrial	M-1	Utility Corridor
West	Community Commercial	SC-2	Mountain View Corridor
East	Light Industrial	M-1	Utility Corridor

Section 13-7C-6: Amendments to the Land Use Map

Prior to recommending approval of an amendment to the Land Use Map, the Planning Commission shall make the following findings:

Finding A: The proposed amendment conforms to and is consistent with the adopted goals, objectives, and policies set forth in the City General Plan.

Discussion: The applicant was proposing to amend the Future Land Use Map from Community Commercial to Light Industrial. The General Plan focuses on allowing industrial uses to occur in a well-planned and aesthetically pleasing environment, buffered from existing residential uses. The applicant's intent was to construct storage units under the name of Think Storage which constructed storage units which were made of high-quality materials and which added to and did not detract from this area of the City. The applicant was also associated with the developer who was developing the Highlands and had a high interest in not letting deleterious M-1 uses onto the property.

The uses surrounding the subject property were commercial, utility and high density residential to the South. The uses surrounding this 1.6-acre property will be compatible with a storage unit project. The proposed site was isolated from major corridor frontages and adjacent residential uses. A storage unit project would not generate excess traffic, odors, noise or glaring lights. The use would be compatible with surrounding property uses.

Finding: The proposed amendment conformed to and was consistent with the adopted goals, objectives, and policies set forth in the City General Plan.

Finding B: *The development pattern contained on the land use plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.*

Discussion: The development pattern along arterial streets had been to develop primarily at the nodes or intersections of arterial streets. The site the applicant was proposing to construct storage units on was an isolated piece sandwiched between a major utility corridor and Mountain View Corridor. The reality of this piece being developed into a prime commercial piece was low, according to the applicant who was also developing the other commercial in the area. The nearest storage unit complex and potential zone for storage units were approximately 2 miles to the east or south of this site.

Finding: The development pattern contained on the land use plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.

Finding C: *The proposed amendment would be compatible with other land uses, existing or planned, in the vicinity.*

Discussion: The proposed amendment would result in a storage unit project that would be compatible with the commercial, utility and high-density housing in the area.

The design of the storage units would be attractive with high quality materials that were visible to passersby. The office area would be attractive and have a store front appearance.

Finding: The proposed amendment would be compatible with other land uses, existing or planned, in the vicinity.

Finding D: *The proposed amendment constituted an overall improvement to the adopted general land use map and was not solely for the good or benefit of a particular person or entity.*

Discussion: This land use amendment would facilitate an effective use of difficult to develop property, because of location and traffic access. The proposed use as storage units would not require proximity to a major traffic corridor and was a use that could be placed and function next to a major power and gas corridor. The site was not a prime retail site.

Finding: The proposed amendment constituted an overall improvement to the adopted general land use map and was not solely for the good or benefit of a particular person or entity.

Finding E: *The proposed amendment would not adversely impact the neighborhood and community as a whole by significantly altering acceptable land use patterns and requiring larger and more expensive public infrastructure improvements, including, but not limited to, roads, water, wastewater and public safety facilities, than would otherwise be needed without the proposed change.*

Discussion: The proposed amendment would result in a less intense use of property than what could occur if the property was developed as a commercial site. The use would be compatible with adjacent proposed commercial and multi-family uses. The infrastructure in the area was adequate for the proposed development including roads, water, wastewater and public safety facilities. The development would connect directly to 7800 South.

Finding: The proposed amendment would not adversely impact the neighborhood and community as a whole by significantly altering acceptable land use patterns and requiring larger and more expensive public infrastructure improvements, including, but not limited to, roads, water, wastewater and public safety facilities, than would otherwise be needed without the proposed change.

Finding F: *The proposed amendment was consistent with other adopted plans, codes and ordinances.*

Discussion: The amendment was reviewed for consistency against the City's General Plan, the zoning ordinance and adopted engineering standards.

Finding: The proposed amendment was consistent with other adopted plans, codes and ordinances.

The City Council and staff discussed clarifying issues.

Mayor Riding opened the public hearing. There was no one who wished to speak so Mayor Riding closed the public hearing.

MOTION: Councilmember McConnehey moved to adopt Ordinance 19-09, amending the General Plan Land Use Map for 1.6 acres from Community Commercial to Light Industrial designation. Councilmember Burton seconded the motion.

A roll call vote was taken

Councilmember Anderson	Absent
Councilmember Burton	Yes
Councilmember Jacob	Yes
Councilmember Lamb	Yes
Councilmember McConnehey	Yes
Councilmember Whitelock	Yes
Mayor Riding	Yes

The motion passed 6-0.

X. BUSINESS ITEMS

2019 ANNUAL OPEN AND PUBLIC MEETINGS ACT TRAINING

Rob Wall turned the time over to Duncan Murray who had provided the same training to the Planning Commission. Duncan Murray pointed out that State law required the City Council to receive this training on an annual basis and more importantly, that the City's legislative decision-making was transparent to the citizenry. Among other things, he explained what constituted a *public body*. He indicated it was any group that spent City funds and conducted City business. Additionally, he stated that a *meeting* occurred anytime there was a gathering of a quorum (typically a majority) of members present to conduct City business. Chance or purely social encounters were not considered meetings and it was important to ensure that no City business was conducted during those chance encounters. A copy of Duncan Murray's PowerPoint presentation would be retained in the permanent agenda packet.

Staff and the Council discussed the fact that while State code might not specifically mention electronic communications, the spirit of the law indicated that any deliberation by a quorum was to take place in a public forum—not via email or text.

ADOPT RESOLUTION 19-21, UPDATING THE COUNCIL RULES, POLICIES AND PROCEDURES TO REQUIRE TWO COUNCIL MEMBER SPONSORS TO INITIATE PLACING AN ITEM ON A CITY COUNCIL AGENDA

Mayor Riding explained that agenda items 10b and 10c were originally combined as a single item for discussion. However, the City Council had directed at its most recent meeting that the two items be separated. He opened item 10b for discussion.

Councilmember Whitelock asked that the Council Rules, Policies and Procedures address a Councilmember's authorization to pull a Consent Item for discussion. She indicated that it was not currently mentioned in the Rules and felt that it should be. Additionally, any reference to a City Manager should be changed to Chief Executive Officer.

Councilmember McConnehey felt the scope of this rule (requiring two Councilmembers to sponsor an agenda item) should be limited and that some items should be exempt from the requirement. However, anything that required a significant amount of staff time to prepare (more than two hours, for example) should require at least two Councilmembers, if not four. He also suggested that the rule should not preclude the City Manager from placing an item on the agenda as he/she was authorized by Statute to do so.

Mayor Riding agreed the rule should be specific to Councilmembers and not staff. He felt that any item *that required a vote* should have more than one councilmember as its sponsor.

Councilmember Burton was opposed to the rule as currently proposed, believing that any Councilmember should have the authority to place an item on the City Council agenda.

Councilmember Jacob pointed out that no single Councilmember was authorized to direct any staff member (other than the City Manager) to do anything. However, he felt there was currently enough agreement on the Council regarding this topic that the proposed resolution could be amended to everyone's satisfaction without tabling the matter for a future meeting.

Councilmember McConnehey wished to add a rule that once an agenda was published, it became the agenda of the Council body as a whole, and the sponsor of an item no longer had the authority to withdraw that item.

MOTION: Mayor Riding moved to approve Resolution 19-21, with the following changes-- that the language in C.4(a)(2)(b) be changed to the following: *A minimum of two (2) Council Members are required to place an item that requires a vote on the Council agenda. Any item*

placed on the City Council agenda by Councilmembers will remain on the agenda until a vote is taken.

The motion failed for lack of a second.

Councilmember McConnehey felt the Council was in agreement in principal but that the verbiage needed to be fine-tuned by staff. Mayor Riding suggested the Council direct staff to take the Council's input, re-write the resolution and place the item on the agenda for the following City Council meeting. However, he wished for the Council to receive a copy of the new version prior to the publishing of the agenda so that they could review it sooner rather than later.

Korban Lee pointed out that there were some aspects of the process that were likely to change when the City's form of government changed.

Councilmember McConnehey stated that he and several other Councilmembers (both past and present) wished to essentially rewrite the entire Council Rules, Policies and Procedures.

Mayor Riding said what a huge undertaking that would be and pointed out that it would interrupt the schedule of Code updates needed before the change of form of government took place.

Councilmember McConnehey felt that the update to the Rules was a task for the City Council, not staff. He was comfortable with the Council proceeding on a handshake agreement for now and formally updating the Rules in the future.

MOTION: Councilmember Burton moved to take a ten-minute break. Councilmember McConnehey seconded the motion with a caveat that the break took place after the current discussion was completed.

Mayor Riding stated it was doubtful that the Council Rules, Policies and Procedures could be overhauled until the second half of that calendar year. Additionally, there were many aspects that would wind up needing to be updated once again due to the form of government change.

Councilmember Lamb felt the City Council had been functioning effectively enough that there was no rush to make any changes to the Rules that evening.

The City Council agreed to postpone discussion of Agenda Item 10b to a date uncertain until the Council was ready to address the entire Council Rules, Policies and Procedures.

No roll call vote was taken.

The meeting recessed at 7:42 p.m. and reconvened at 7:50 p.m.

ADOPT RESOLUTION 19-29, AMENDING THE COUNCIL RULES, POLICIES AND PROCEDURES TO CHANGE THE PUBLIC HEARING PROCESS TO A TWO WEEK (ONE MEETING) "WAITING PERIOD" TO TAKE ACTION ON AN AGENDA ITEM AFTER A PUBLIC HEARING IS HELD

Mayor Riding spoke in favor of adopting the Resolution, explaining that it would take emotion out of the decision-making process, allow Councilmembers to process and contemplate the public comments made, and get any further clarification that was needed before making a final decision. The Council had followed this procedure for the last quarter of 2018 and he thought it worked well. He wished to make the change permanent.

Councilmember Burton felt land use applicants should be able to choose whether their development was voted on immediately or whether it was delayed by two weeks.

Mayor Riding wished for consistency, stating that there should be one procedure that was followed for all situations involving a public hearing.

Councilmember Jacob had no problem with the procedure remaining flexible to fit the circumstance. He favored expediency over consistency. He preferred the following verbiage: *After a public hearing is held, the City Recorder may, at the direction of the City Council, place the item as a business item on the next City Council agenda...* He pointed out that Agenda Item 9a that evening was a perfect example of a topic that contained no controversy, garnered no public comment and was best voted on immediately.

Councilmember Lamb agreed with Councilmembers Burton and Jacob to some extent. However, he proposed enacting the two-week waiting period for land use issues only and reassessing down the road to decide if the practice was effective and should continue permanently.

Councilmember McConnehey agreed with Councilmember Burton and liked the language suggested by Councilmember Jacob.

Rob Wall said that if the City Council wished to follow Councilmember Burton's suggestion of allowing the applicant to choose at which meeting his/her development issue was voted on, it might be best if the verbiage stated that an applicant could *request* an issue be addressed at a specific meeting.

MOTION: Councilmember Jacob moved to approve Resolution 19-29, rewording C.6(d) of Exhibit A to read, *Action on an Agenda Item After a Public Hearing. After a Public Hearing is held, the City Recorder may place the agenda item as a business item on the next regular Council agenda, at the Council's direction, unless the agenda item is a land-use item, in which case the applicant may request a different meeting after the*

regular City Council meeting. Councilmember Lamb seconded the motion.

Councilmember Whitelock expressed concern that citizens and developers attending a public hearing would not know if an item was going to be voted on that evening or at a future date.

Councilmember McConnehey pointed out that the Council already had the authority to delay a decision if it chose to. He felt that making it clear in City Code would serve as a warning to all parties that the Council might opt to delay a decision if it so chose. He was not completely comfortable treating land use issues differently than other non-City driven public hearings. He wondered if the motion should be modified.

Rob Wall suggested a slight change to the verbiage.

Based on the discussion, Councilmember Lamb withdrew his second and Councilmember Jacob withdrew his motion.

MOTION: Councilmember Jacob moved to approve Resolution 19-29, with the following verbiage for C.6(d) of Exhibit A: *Action on an Agenda Item After a Public Hearing. After a Public Hearing is held, the City Recorder may, at the direction of the City Council, place the agenda item as a business item on the next regular City Council agenda. Applicants may request a different meeting.*

The motion died for lack of a second.

Rob Wall reminded the Council that the agenda was theirs to set. They need not necessarily state their ability to schedule an item as they saw fit.

Councilmember McConnehey expressed concern that there was no process in place whereby the applicant would request a different date.

Councilmember Jacob suggested using the language "...place the agenda item as a business item on a future City Council agenda." He stated this was just an idea and not yet a motion.

MOTION: Councilmember McConnehey moved to approve Resolution 19-29, with the following verbiage for C.6(d) of Exhibit A: *Action on an Agenda Item After a Public Hearing. After a Public Hearing is held, the City Recorder may, at the direction of the City Council, place the agenda item as a business item on the next regular City Council agenda unless a different date is selected by the City Council. The motion was seconded by Councilmember Jacob.*

Councilmember Anderson arrived at 8:13 p.m.

For Councilmember Anderson's benefit, the Deputy Clerk read the motion currently on the table.

A roll call vote was taken

Councilmember Anderson	Yes
Councilmember Burton	Yes
Councilmember Jacob	Yes
Councilmember Lamb	Yes
Councilmember McConnehey	Yes
Councilmember Whitelock	Yes
Mayor Riding	Yes

The motion passed 7-0.

DISCUSSION AND POSSIBLE ACTION REGARDING RESOLUTION 19-30, APPROVING A PLAYGROUND DESIGN FOR THE NEW WILD WEST PLAYGROUND

Dave Naylor explained staff wished for the City Council to approve a design for the new "Wild West Playground." To have the custom playground components designed during the winter months and have the playground constructed and ready for residents when summer arrived, staff would need to provide timely direction to the contractor regarding the design. Staff respectfully asked the Council for direction based on information from both the survey results and the public open house. The survey that was conducted stated 57% of respondents were opposed to fencing around the playground. The contractor had been asked to provide one design with a fence and one without a fence.

Councilmember McConnehey pointed out the Council had given direction that when asking survey respondents how important fencing was, there was to be a question regarding whether the respondent had children with special needs. Of course, a respondent without such children would not understand how critical fencing would be.

Dave Naylor explained that ADA compliance had more stringent guidelines than an "All Abilities" designation would require. The facility could still achieve the "All Abilities" designation without fencing.

Councilmember Whitelock wished to go on record as being in favor of having fencing, required or not.

Dave Naylor continued his presentation by pointing out that a train theme could be continued with the new playground, as it appeared to be a priority among survey respondents. However, there was noticeably less interest in including some reference to historical elements of West Jordan's early beginnings. Many respondents asked for a fair amount of shade in order to reduce heat conduction that could often be a problem with playground equipment.

The Council suggested Dave Naylor move forward to the presentation slides that would illustrate which park features would need to be removed in order to accommodate fencing. He stated that in addition to removing the shade structure above the swings (but not the swings themselves), the train would also need to be removed. There would be a few other smaller elements that would need to be eliminated as well, in order to meet the cost of the \$60,000 fence.

Councilmember Anderson wondered if a donor could be located who would be interested in donating the cost of the fence. He hated to remove features in order to include the fence.

Councilmember McConnehey wished for a fence above all else. Mayor Riding pointed out that the playground could be funded with the current budget and the fence could be provided through FY19-20 funds.

Councilmember Lamb expressed disappointment in the option presented.

Councilmember Jacob indicated he was not opposed to dipping into reserves for the fencing funds if a private donation was not a possibility.

Councilmember Whitelock shared Councilmember Lamb's disappointment in what was presented, particularly if the train had to be sacrificed in order to provide fencing.

Councilmember McConnehey expressed frustration that the Council had directed the survey ask respondents if their children had special needs but that question was not asked. Additionally, the survey asked respondents if they wished to maintain the character of the prior structure when the City Council had already provided that direction to staff. He hoped that future surveys would not ignore direction already provided by the City Council.

Councilmember Anderson agreed that the design presented was disappointing. Additionally, he recalled the Council's direction that "in honor and respect of those that invested so much time and money into the park," it should have the feel of the original playground that had been built with so much love. Although there had been comments that the park needed to be ready for use this June, he would prefer to get it right than to rush through the process and get it wrong.

Mayor Riding pointed out the budget would need to be increased and it sounded as though a re-design was warranted.

Councilmember Burton suggested forming a planning committee and including some of the individuals who were involved in the design and creation of the original park.

Councilmember McConnehey felt it was the Council that should make this decision. He still had the input that the public had provided on the original design and like

Councilmember Anderson, he was more interested in doing it right, than in doing it quickly. He wished to hold a special workshop – separate from a regular Council meeting—so that the design consultants and the Parks Department could communicate directly with the City Council and vice versa.

Councilmember Lamb inquired if the contractor's proposal was accepted based on proposed cost or proposed design.

Dave Naylor responded that the proposed award was based on a variety of things, including play value, theming, accessibility, and meeting what had been thought to be a firm budget of \$800,000. He pointed out that the types of extravagant and unique parks that several Councilmembers had mentioned in their comments cost millions of dollars to design and construct. The designs that were presented that evening had been fully engineered. To start again and ask for completely different concepts would cost additional funds.

Councilmember Lamb also spoke in favor of holding a meeting specifically to discuss the park design and construction.

Taft Egan of Big T Recreation stated that from his point of view, his firm had designed according to the direction and the budget level they had been given. Big T could create anything the City wanted. It would just require additional time and additional funding. The design package presented that evening was a result of 40-45 hours of work. A re-design would take at least that much additional time. To add custom elements that had not been created previously would take twice or even three times that amount of time.

Councilmember Anderson asked Dave Zobell what would be involved in increasing the budget for this project.

Dave Zobell responded that if he was talking about taking money from reserves, the Council would need to have some idea of the price to ensure those funds were available. There would need to be a public hearing with the appropriate amount of notice provided in order to increase the expenditures, etc.

Councilmember Anderson then inquired of Korban Lee if June or July was feasible for the park to be re-opened.

Korban Lee explained that May was no longer possible. A June date *might* have been feasible if the Council had made a decision that evening. When the park would be open for play was completely in the hands of the Council. However, it was important to keep in mind that any time redesign took place, part of the budget was used for that expense.

Councilmember McConnehey suggested that the Council hold a special meeting on Wednesday, February 20, 2019 at 6:00 p.m. to hold an in-depth discussion about the design and budget for the new Wild West Playground. A majority of the Council was in agreement.

XI. REMARKS

Councilmember McConnehey stated that during the break, he had spoken with Rob Wall regarding the proposed \$90 expenditure for Councilmember Burton to attend the WFRB Bicycle Summit in Lehi. He asked Rob to share the information with the rest of the Council. Rob read the following from the Council Rules: *"When a Councilmember expresses interest in traveling to a conference, convention or seminar, the City Manager will prepare a notice on a Council agenda."* He stated that the Council could interpret that phrase as it saw fit.

Councilmember McConnehey felt that the specific Bicycle Summit therefore did not need to be placed on an agenda meeting because the support of the Council had already been expressed. However, he felt this underscored the need for the Council to overhaul the Council Rules, Policies and Procedures. He asked that the Council hold a quick vote to approve the expenditure from funds that had been allocated to the City Council budget, and allow Councilmember Burton to attend the WFRB Bicycle Summit, covering the conference fees. All Councilmembers were in favor of doing so. No roll call vote was taken.

Councilmember McConnehey continued his remarks by saying that he looked forward to seeing further progress on GPS tracking for City snowplows.

Councilmember Anderson expressed appreciation to Public Works for their snow removal efforts and to the Police Department for reminding residents to move their vehicles off the street so that snowplows could plow the City's roadways.

Councilmember Burton wished to discuss the Jordan River Commission's annual Get into the River event. He knew the City's Legal and Risk departments had previously expressed concern about the City being actively involved in the event. He wondered if a majority of the Council would be interested in taking a different position on the matter and possibly even sponsoring the event. Rob Wall pointed out that once the City's name was on an event, a certain amount of responsibility was assumed. To give a further legal opinion on the matter, he would need more detailed information.

Councilmember Whitelock suggested reaching out to other municipalities that had sponsored the event in the past to find out what issues they had run across.

Councilmembers Burton and McConnehey were interested in authorizing the City Attorney's office to spend up to five hours investigating this issue.

Councilmember Lamb wished to clarify the purpose of the "Remarks" portion of the City Council agenda. It appeared that it had evolved beyond simply making remarks to asking the Council to vote on various issues.

Mayor Riding asked if all Councilmembers were in favor of allowing up to five hours of attorney time to be spent looking into the City's sponsorship of the Get Into the River

event. Councilmember Whitelock responded that she was not. She suggested that instead, Councilmember Burton provide a written proposal to Rob Wall to determine how much time it would take to look into the implications of the City's participation and/or sponsorship. The Council could then make a more informed decision.

Councilmember Jacob was in support of placing the item on a future agenda for discussion.

Mayor Riding stated that the Council would follow Councilmember Whitelock's recommendation to write up a proposal for the City Attorney and have the City Attorney report back to the Council.

XIII. CLOSED SESSION

STRATEGY SESSION TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL; STRATEGY SESSION TO DISCUSS PENDING OR REASONABLY IMMINENT LITIGATION; AND STRATEGY SESSION TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, INCLUDING ANY FORM OF A WATER RIGHT OR WATER SHARES;

COUNCIL: Mayor Jim Riding, and Council Members Alan Anderson, Dirk Burton, Zach Jacob, Chad R. Lamb, and Chris M. McConnehey. Council Member Kayleen Whitelock was excused.

STAFF: Korban Lee, Assistant City Manager, and Rob Wall, City Attorney.

MOTION: Councilmember McConnehey moved to go into a Closed Session for a Strategy Session to discuss the character, professional competence, or physical or mental health of an individual; strategy session to discuss pending or reasonably imminent litigation; and a strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares, and adjourn from there. Councilmember Lamb seconded the motion.

A roll call vote was taken

Councilmember Anderson	Yes
Councilmember Burton	Yes
Councilmember Jacob	Yes
Councilmember Lamb	Yes
Councilmember McConnehey	Yes
Councilmember Whitelock	Yes
Mayor Riding	Yes

The motion passed 7-0.

The Council recessed the meeting at 9:28 p.m. and convened into a Closed Session.

STRATEGY SESSION TO DISCUSS PENDING OR REASONABLY IMMINENT LITIGATION

- The City Council discussed a possible resolution to a reasonably imminent lawsuit.

STRATEGY SESSION TO DISCUSS THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY, INCLUDING ANY FORM OF A WATER RIGHT OR WATER SHARE

- The City Council discussed efforts to acquire real property deemed important to the City's economic development efforts.

DISCUSSION OF THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL

- Employee #1
- Employee #2
- Council discussed the character, skills, and qualifications of a departing city employee and how to proceed with replacement.
- The Assistant City Manager reported on the search for a Finance Director and the character, skills, and qualifications of the primary candidate.

The Closed Session recessed at approximately 10:12 p.m.

XIII. ADJOURN

The meeting adjourned at approximately 10:12 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

JIM RIDING
Mayor

ATTEST:

MELANIE BRIGGS, MMC
City Clerk

Approved this 13th day of March 2019

**MINUTES OF THE CITY OF WEST JORDAN
CITY COUNCIL WORKSHOP**

Wednesday, March 6, 2019

6:00 p.m.

Community Room 1st Floor

8000 South Redwood Road

West Jordan, Utah 84088

COUNCIL: Mayor Jim Riding and Council Members Alan Anderson, Dirk Burton, Chad R. Lamb, and Kayleen Whitelock. Council Member Zach Jacob arrived at 6:13 p.m. Councilmember Chris M. McConnehey was excused.

STAFF: David Brickey, City Manager; Korban Lee, Assistant City Manager; Melanie Briggs, City Clerk; Paul Coates, Economic Development Manager; Scott Langford, Community Development Director; Brian Clegg, Public Works Director; Dave Murphy, Capital Projects Manager;

I. CALL TO ORDER

The meeting began at 6:00 p.m.

The Pledge of Allegiance was led by Councilmember Whitelock.

II. DISCUSSION ITEMS

**PRESENTATION AND DISCUSSION REGARDING THE CITY CENTER STATION
AREA PLAN LOCATED AT 7800 – 8040 SOUTH REDWOOD ROAD**

Paul Coates provided a background on the history of the City Center Project.

Don Arambula, PC, Leland Consulting Group, addressed the areas of discussion.

- Project Management
- Summary of meetings
- Stakeholders – Jordan School District, UTA, UDOT, and the West Jordan City
- Ideal Transit Oriented Development
- Station Radius – ¼ mile walking distance

Councilmember Jacob arrived at 6:13 p.m.

- Mix of uses
 - Dining
 - Retail
 - Business
 - Street Design priorities
 - Design streets for most vulnerable
 - Transit-supportive streets
- Existing Policies and Regulations
- Future Land Use
- TSOD Zoning
 - Density
 - Height

- UTA TOD Design Guidelines
 - Short to medium lengths
 - Grid design
 - Park-and-Ride
 - Integrated Facilities
- Existing Roadway Conditions
- Redwood Road Master Plan
- Future Scenario for Bike Corridor
- Market Analysis – commute patterns
- Multi-Family Market
- Recommended Development Program
 - Housing
 - Retail
 - Housing
 - Office
 - Hotel
- Providing Housing for the next generation
- Constraints

Councilmember Lamb left the meeting at 7:00 p.m.

The Council and those in attendance discussed the progression of the City Center development. The Council addressed their concerns with the proposed plan for the area. They voiced their concerns with the proposal.

Councilmember Jacob left the meeting at 7:24 p.m.

The Council and staff discussed the purpose of the meeting was to provide UTA a concept plan for a presentation March 20. The development would work best in multiple phases. The Council agreed the block system would work. Staff stressed in order for UTA to become a partner, the Council must agree to multi-family.

UTA representative provided information regarding what would be needed for the area to be designated as a TOD Area.

The Council in attendance were in agreement to present the concept plan to UTA at the March 20 meeting.

DISCUSSION REGARDING ZONE 5 WATER TANK FINANCING

Rob Wall reviewed the question: 'If water was not available, should the City allow developers to build water tanks at their cost and then have the City pay back the cost over time with impact fees.' During the Strategic Plan the majority of the Council were in favor of this process. He stated this potential was currently being proposed by a developer. The City was currently working with the Developer on the Master Development Plan for the Oquirrh Mountain West Developer. The Developer had proposed to complete the water infrastructure at an estimated cost of \$8 million. He stated the purpose of the discussion was to have Council's agreement.

The Council and staff addressed who would be completing the construction on the water tank. Rob Wall suggested the City complete the construction.

Kent Hogan stated they would like to be the builder of the water tank, with the City completing the approval process.

The Council in attendance were in agreement to proceed with the proposal.

III. ADJOURN

MOTION: Councilmember Anderson moved to adjourn. Councilmember Burton seconded the motion and it passed 4-0 in favor.

The meeting adjourned at 8:21 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

JIM RIDING
Mayor

ATTEST:

MELANIE BRIGGS, MMC
City Clerk

Approved this 13th day of March 2019

REQUEST FOR COUNCIL ACTION

SUBJECT: Cooperative Corridor Access Agreement for U-111 and SR-111 between the City of West Jordan and the Utah Department of Transportation.

SUMMARY: Engineering staff is requesting that the City Council adopt the resolution.

FISCAL AND/OR

ASSET IMPACT: The Utah Department of Transportation will construct most of this corridor as needed between 7000 South and New Bingham Highway. The City will work to obtain funding for future widening south of New Bingham Highway.

STAFF RECOMMENDATION:

City staff recommends that the City Council adopt the attached resolution.

MOTION RECOMMENDED:

"I move to adopt Resolution No. ~~19-47~~, authorizing the Mayor to sign the Cooperative Corridor Access Agreement for U-111 and SR-111, between the City of West Jordan and the Utah Department of Transportation."

[Roll Call vote required.]

Prepared by:



Bill Baranowski, P.E.
City Traffic Engineer

Reviewed by:



Nathan Nelson, P.E.
City Engineer

Reviewed by:



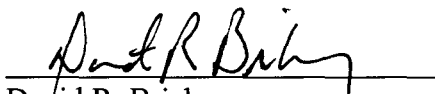
Scott Langford
Development Services Director

Reviewed as to Legal Sufficiency



Duncan T. Murray
Assistant City Attorney

Authorized for Council Consideration by:



David R. Brickey
City Manager

1. Resolution

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19- 47

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF A COOPERATIVE CORRIDOR ACCESS AGREEMENT FOR U-111 and SR-111 BETWEEN THE CITY OF WEST JORDAN AND THE UTAH DEPARTMENT OF TRANSPORTATION

WHEREAS, to facilitate traffic flow along the SR-111 corridor between SR-209 (New Bingham Highway) and 7000 South, and to facilitate access to SR-111 (U-111 south of New Bingham Hwy) from intersections and access points between 10200 South and 7000 South, the parties hereto desire to designate specific access management and corridor preservation elements; and

WHEREAS, the parties hereto have determined by formal finding that regulation of intersection and access points for future highway improvements is not in violation of the laws of the State of Utah or any legal contract with the City. Decisions regarding access are the responsibility of the UDOT staff, and City staff will be supportive of their recommendations.

THEREFORE, THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions under which said rights-of-way shall be preserved.

NOW THEREFORE, it is resolved by the City Council of the City of West Jordan, as follows:

Section 1. The Mayor is hereby authorized to sign the Cooperative Corridor Access Agreement for U-111 And SR-111, between the City of West Jordan and the Utah Department of Transportation.

Section 2. This Resolution shall be immediately effective and the Cooperative Corridor Access Agreement for U-111 and SR-111 shall be effective when approved and signed by both parties.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____ 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk/Recorder

Voting by the City Council:

“YES”

“NO”

Council Member Alan Anderson

Council Member Dirk Burton

Council Member Zach Jacob

Council Member Chad R. Lamb

Council Member Chris McConnehey

Council Member Kayleen Whitelock

Mayor Jim Riding

**Corridor Preservation on SR-111 in the West Jordan City
UTAH DEPARTMENT OF TRANSPORTATION,
WEST JORDAN CITY CORPORATION**

**COOPERATIVE
CORRIDOR PRESERVATION AGREEMENT
SR-111, WEST JORDAN CITY**

THIS COOPERATIVE AGREEMENT, made and entered into this _____ Day of _____, 2019, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**” and **WEST JORDAN CITY CORPORATION**, a Municipal Corporation of the State of Utah, hereinafter referred to as “**City**”.

WITNESSETH:

WHEREAS, to facilitate traffic flow along the SR-111 corridor, to facilitate access to SR-111 corridor between SR-209 (New Bingham Highway) and 7000 South, the following locations are identified as locations for existing or future traffic signal installation:

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

- (1) To facilitate traffic flow along the SR-111 corridor between 10200 South and 7000 South, the following locations are identified as locations for existing or future traffic signal installation:

<u>Location</u>	<u>Designation</u>
SR-111 at 9400 South	Future Road/Signal
SR-111 at 9000 South	Future Road Signal
SR-111 at 8600 South	Future Road/Signal
SR-111 at 8200 South	Existing Signal
SR-111 at 7800 South	Existing Signal
SR-111 at 7400 South	Future Road/Signal
SR-111 at 7000 South	Future Road/Signal
Note: Signals are at ½ mile typical spacing	

**Corridor Preservation on SR-111 in the West Jordan City
UTAH DEPARTMENT OF TRANSPORTATION,
WEST JORDAN CITY CORPORATION**

- (2) The design criteria for SR-111 corridor shall be as follows: 60 MPH design speed; 5 lane cross-section (110 ft. R/W typical); future roads shall not deviate more than 500 ft. from section line/quarter section line at SR-111 intersections; future roads shall not deviate more than 5 degrees from square (85 degrees to 95 degrees) at SR-111 intersections.
- (3) The parties hereto agree that proposed traffic signals will only be installed at the intersections listed in enumerated paragraph (1) when mutually agreed upon by UDOT and City, using Chapter 4C of the MUTCD (FHWA, current edition) as a guide.
- (4) In order to promote safety and efficiency within the SR-111 corridor between SR-209 (New Bingham Highway) and 7000 South no other intersections or on-street access to property will be developed on SR-111. Accesses will be limited to only those intersections listed in enumerated paragraphs (1) and (3).
- (5) Temporary access onto SR-111 may be permitted if no other access to the property is available and with the stipulations that it shall close when other access is provided by a local collector/distributor system. It is the intent of this agreement to eventually consolidate all current and future access points to those intersections listed in enumerated paragraph (1).
- (6) SR-209 (New Bingham Highway) currently intersects with SR-111 at approximately 9650 south. It is the intent of the CITY and UDOT to work towards finding another suitable east-west corridor for SR-209 that more closely aligns with a section line/quarter section line. This concept is supported by CITY Transportation Master Plan.
- (7) This Agreement cannot be amended, except pursuant to an instrument in writing signed by each of the parties.

**Corridor Preservation on SR-111 in the West Jordan City
UTAH DEPARTMENT OF TRANSPORTATION,
WEST JORDAN CITY CORPORATION**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

WEST JORDAN CITY, a Municipal
Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Two Traffic Engineer

By: _____
Bryan Adams
Region Two Director

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

UDOT Comptroller Office
Contract Administrator

The Utah State Attorney General's
Office has previously approved all
paragraphs in this Agreement as to
form.

Date: _____

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve an Agreement for the 1300 West 7600 to 7500 South Sidewalk Project, RD 16-08

SUMMARY: Execute an Agreement with Beck Construction & Excavation for the 1300 West 7600 to 7500 South Sidewalk Project in an amount not to exceed \$98,870.80.

FISCAL/ASSET

IMPACT: Funding for this project is available in the Capital Projects C-Roads account.

STAFF RECOMMENDATION:


Staff recommends approval of an Agreement with Beck Construction & Excavation for the 1300 West 7600 to 7500 South Sidewalk Project in an amount not to exceed \$98,870.80.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-48 authorizing the Mayor to execute an Agreement with Beck Construction & Excavation for the 1300 West 7600 to 7500 South Sidewalk Project in an amount not to exceed \$98,870.80.

Roll Call vote required.

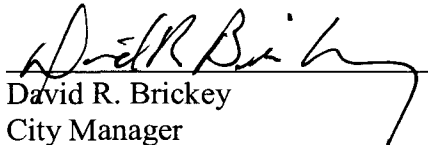
Prepared and to be Presented by:


David Murphy, P.E.
Engineering Manager for Capital Projects

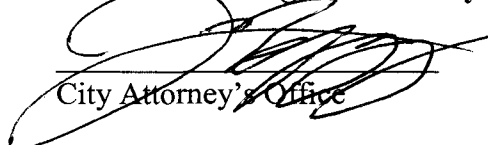
Recommended by:


Brian Clegg
Public Works Director

Authorized for Council Consideration:


David R. Brickey
City Manager

Reviewed for Legal Sufficiency:


City Attorney's Office

BACKGROUND DISCUSSION:

This project will construct a sidewalk on 1300 West from 7700 South to approximately 7500 South on the west side of the street. This is the last remaining west side segment to be completed on 1300 West from 7800 South to 7000 South. This segment is part of a safe school walking route for Heartland Elementary and for West Jordan Middle School. All right of way for the project has been obtained.

It is expected that when this contract is approved the Contractor will submit a list of materials they plan to use on the project and the proposed project schedule. It is anticipated that work will begin in the Spring and be completed in 30 days. Homeowners adjacent to the project will be given more detailed project information when a schedule has been provided.

The project was advertised per City of West Jordan requirements. Five bids were received (see attached tabulation form). The bids were tabulated, and Beck Construction & Excavation price of \$98,870.80 is the corrected and lowest amount per the bid requirements (upon review, their bid had mathematical errors causing the change in price).

Attachments:

- Resolution
- Agreement
- Evaluation Form

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-48

**A RESOLUTION AWARDING AN AGREEMENT WITH BECK CONSTRUCTION &
EXCAVATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
BETWEEN THE CITY AND BECK CONSTRUCTION & EXCAVATION
FOR THE 1300 WEST 7600-7500 SOUTH SIDEWALK PROJECT**

Whereas, the City of West Jordan has received bids for the 1300 West 7600-7500 South Sidewalk Project Based on the City's selection criteria Beck Construction & Excavation is the recommended contractor for the 7800 South Widening and Realignment of New Bingham Highway Project in an amount not to exceed \$98,870.80; and

Whereas, the City Council desires to execute an Agreement with Beck Construction & Excavation which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed Agreement between the City of West Jordan and Beck Construction & Excavation (a copy of which is attached as **Exhibit A**) for the 1300 West 7600-7500 South Sidewalk Project has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Beck Construction & Excavation for the 1300 West 7600-7500 South Sidewalk Project, in an amount not to exceed \$98,870.80, is acceptable.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH; THAT:

- Section 1. The Agreement for the 1300 West 7600-7500 South Sidewalk Project is hereby awarded to Beck Construction & Excavation, which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. The Mayor is hereby authorized to execute the attached Agreement between the City of West Jordan and Beck Construction & Excavation in the amount of \$98,870.80; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Recorder

RESOLUTION NO. 19-48

**A RESOLUTION AWARDING AN AGREEMENT WITH BECK CONSTRUCTION &
EXCAVATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
BETWEEN THE CITY AND BECK CONSTRUCTION & EXCAVATION
FOR THE 1300 WEST 7600-7500 SOUTH SIDEWALK PROJECT**

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

AGREEMENT

THIS AGREEMENT made this 13th day of March in the year 2019 by and between the City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Beck Construction hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE WORK

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

1300 WEST – 7600 to 7500 SOUTH SIDEWALK PROJECT – PROJECT NO. RD 16-08

The Work is generally described as follows: The construction of concrete curb, gutter, sidewalk, driveway, asphalt shoulder, and landscaping improvements.

ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed within **30 calendar days** from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$500.00** for each calendar day that expires after the time specified above.

ARTICLE 3 - CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of **\$98,870.80** in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the State of Utah, the accepted Bid and Bid Schedule, the Schedule of Values, List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers ---- to ----, inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the

Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

ARTICLE 5 - PAYMENT PROCEDURES

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

ARTICLE 6 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7 - MISCELLANEOUS

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: The bidder, offeror, or contractor represents that they have not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY OF WEST JORDAN, UTAH

By:

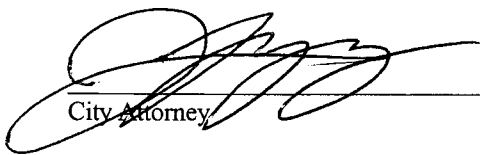
Mayor – Jim Riding

Attest:

City Recorder

Address for giving Notice:
City of West Jordan
Engineering Department
8000 South Redwood Road
West Jordan, Utah 84088

Approved as to Legal Form:


City Attorney

CONTRACTOR:

By: _____

Title: _____

Address for giving Notice:

License

No. _____

Agent for service of process:

STATE OF _____)

: SS

COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me,

_____, who being by me duly sworn did say that
he/she is the _____ of _____ corporation, and that the foregoing
instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she
acknowledged to me that said Corporation executed the same.

_____ NOTARY PUBLIC

My Commission Expires: _____

Residing in _____ County, _____

BID / QUOTE TABULATION FORM:

Bid Name 1300 W 7600 to 7500 Sidewalk Project

Project # RD 16-08

Bid/Quote Date: 2/12/2019 2:00 PM

Requesting Department: CPG

CONTRACTOR NAME:**Bid Bond****Total Schd A**

1 Quicksilver Concrete

X

\$101,962.50

2 England Construction

X

\$170,657.50

3 ACME Construction

X

\$129,477.75

4 Beck Construction

X

\$99,380.00

5 Miller Paving

X

\$117,982.50

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve an Agreement for the 2018 West Jordan Sewer Rehabilitation Project

SUMMARY: Approve an agreement with Planned and Engineered Construction, Inc. for the 2018 West Jordan Sewer Rehabilitation Project in an amount not to exceed \$498,500.00.

FISCAL/ASSET

IMPACT: Funding for this project is available in the Sewer Capital account.

STAFF RECOMMENDATION:

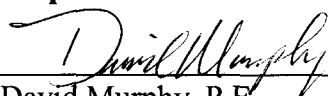
Staff recommends approval of an agreement with Planned and Engineered Construction, Inc. for the 2018 West Jordan Sewer Rehabilitation Project in an amount not to exceed \$498,500.00.

MOTION RECOMMENDED:

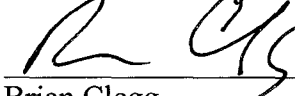
"I move to adopt Resolution No. 19-49 authorizing the Mayor to execute an agreement with Planned and Engineered Construction, Inc. for the 2018 West Jordan Sewer Rehabilitation Project in an amount not to exceed \$498,500.00.

Roll Call vote required.

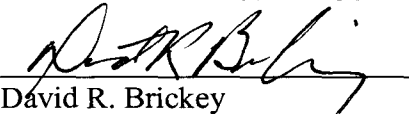
Prepared and to be Presented by:


David Murphy, P.E.
Engineering Manager for Capital Projects

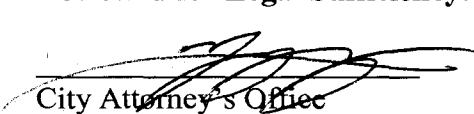
Recommended by:


Brian Clegg
Public Works Director

Authorized for Council Consideration:


David R. Brickey
City Manager

Reviewed for Legal Sufficiency:


City Attorney's Office

BACKGROUND DISCUSSION:

This project will repair sewer lines originally installed in the Dixie Valley subdivision. The existing lines are clay pipes that are over forty years old. These lines have begun to show signs of wear and are in need of repair. As part of this contract, the Contractor will line the existing sewer pipes with a cured in placed PVC liner that when hardened will act as a new PVC pipe. The repair work will be performed without taking the customers out of service and will take approximately a month to complete.

The project was advertised per City of West Jordan requirements. Four bids were received, Planned and Engineered Construction, Inc. was the lowest responsive and responsible bidder.

Attachments:

- Resolution
- Agreement
- Bid Tabulation

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-49

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND PLANNED AND ENGINEERED CONSTRUCTION, INC.
FOR THE 2018 WEST JORDAN SEWER REHABILITATION PROJECT**

Whereas, the City of West Jordan has received bids for the 2018 West Jordan Sewer Rehabilitation Project. Based on the City's selection criteria Planned and Engineered Construction, Inc. is the recommended contractor for the 2018 West Jordan City Sewer Rehabilitation Project in an amount not to exceed \$498,500.00; and

Whereas, the City Council desires to execute a Contract with Planned and Engineered Construction, Inc. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed Contract between the City of West Jordan and Planned and Engineered Construction, Inc. (a copy of which is attached as **Exhibit A**) for the 2018 West Jordan Sewer Rehabilitation Project has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Planned and Engineered Construction, Inc. for the 2018 West Jordan Sewer Rehabilitation Project in an amount not to exceed \$498,500.00 is acceptable.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH; THAT:

- Section 1. The Contract for the 2018 West Jordan Sewer Rehabilitation Project is hereby awarded to Planned and Engineered Construction, Inc., which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. The Mayor is hereby authorized to execute the attached Contract between the City of West Jordan and Planned and Engineered Construction, Inc. in the amount of \$498,500.00; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Recorder

RESOLUTION NO. 19-49

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND PLANNED AND ENGINEERED CONSTRUCTION, INC.
FOR THE 2018 WEST JORDAN SEWER REHABILITATION PROJECT**

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

AGREEMENT

THIS AGREEMENT made this 27th day of February in the year 2019, by and between City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Planned and Engineered Construction, Inc. hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE WORK

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

2018 WEST JORDAN SEWER REHABILITATION PROJECT – PROJECT NO. SS-18-01

The Work is generally described as follows: The Work comprises the rehabilitation of the existing 10-inch and 8-inch vitrified clay sanitary sewer by slip lining the degraded sections of main line sewer, reconnect all service laterals by direct connection or internal reconnection, pumping equipment necessary to maintain the active sewer, and all appurtenant work.

ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed within **60** calendar days from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$500.00** for each calendar day that expires after the time specified above.

ARTICLE 3 - CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of **\$498,500.00** in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers _____ to _____, inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

ARTICLE 5 - PAYMENT PROCEDURES

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the

Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

ARTICLE 6 - NOTICES

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7 - MISCELLANEOUS

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: The bidder, offeror, or contactor represents that it has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

CITY OF WEST JORDAN, UTAH

By:

Mayor

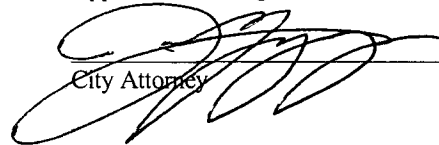
Attest:

City Recorder

Address for giving Notice:

City of West Jordan
Public Works Department
8000 South Redwood Road
West Jordan, Utah 84088

Approved as to Legal Form:



City Attorney

CONTRACTOR:

By: _____

Title: _____

Address for giving Notice:

License No. _____

Agent for service of process:

STATE OF)
 :SS
COUNTY OF)

On this ____ day of _____, 20____, personally appeared before me,

_____, who being by me duly sworn did say that
he/she is the _____ of _____ corporation, and that the foregoing
instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she
acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing in _____ County, _____

BID / QUOTE TABULATION FORM:

Bid Name 2018 West Jordan Sewer Rehab Project

Project # SS 18-01

Bid/Quote Date: 2/6/2019 2:00 PM

Requesting Department: CPG

CONTRACTOR NAME:**Bid Bond****Total Schd 1**

1 Planned & Engineered Construction, Inc.

X

\$498,500.00

2 National Power Rodding Corporation

X

\$1,460,825.00

3 Granite Inliner

X

\$638,775.00

4 Insituform Technologies

X

\$527,012.00

REQUEST FOR COUNCIL ACTION

SUBJECT: Rocky Mountain Power General Services Contract

SUMMARY: Approve a General Services Contract (Request No. 6619194) with Rocky Mountain Power to supply power to meet new load requirements at the Airport Booster Pump Station in an amount of \$29,673.93.

FISCAL/ASSET

IMPACT: Funding is available in the Water Fund.

STAFF RECOMMENDATION:

Staff recommends approval of a General Services Contract (Request No. 6619194) with Rocky Mountain Power to supply power to meet new load requirements at the Airport Booster Pump Station in an amount of \$29,673.93.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-50 authorizing the Mayor to execute the General Services Contract (Request No. 6619194) with Rocky Mountain Power to supply power to meet new load requirements at the Airport Booster Pump Station in an amount of \$29,673.93."

Roll Call vote required.

Prepared and to be Presented by:



Tim Heyrend, P.E.
Senior Utilities Engineer

Reviewed by:



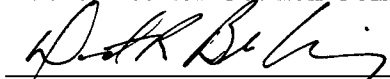
David Murphy, P.E.
Engineering Manager for Capital Projects

Recommended by:



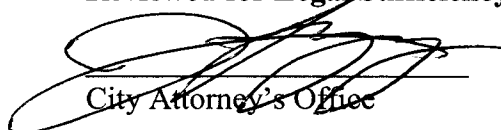
Brian Clegg
Public Works Director

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed for Legal Sufficiency:



City Attorney's Office

BACKGROUND DISCUSSION:

The Airport Booster Station at 4080 West 7800 South is undergoing upgrades to the electrical service panel and motor control centers to replace failing equipment, design for a fifth pump and motor to be added, and for a small pump to be upsized to a larger pump in the future. The Rocky Mountain Power electrical transformer and buried wires are being replaced to supply increased power for these upgrades. The City's electrical division will install the necessary conduit and vault. The cost of the contract between the City and Rocky Mountain Power is \$29,673.93. Staff recommends approval of the attached General Services Contract.

Attachments:

Resolution

Rocky Mountain Power General Services Contract

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 19-50

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A GENERAL SERVICES CONTRACT WITH ROCKY MOUNTAIN POWER

Whereas, the City Council of the City of West Jordan has reviewed the General Services Contract (Work Order No. 6619194) with Rocky Mountain Power (attached as **Exhibit A**) to supply power to meet new load requirements at the Airport Booster Pump Station at 4080 West 7800 South, in an amount of \$29,673.93; and

Whereas, the City Council of the City of West Jordan has determined that the attached General Services Contract with Rocky Mountain is acceptable.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The Mayor is hereby authorized to execute the General Services Contract between the City of West Jordan and Rocky Mountain Power to supply power to meet new load requirements at the Airport Booster Pump Station, in an amount not to exceed \$29,673.93.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

CITY OF WEST JORDAN

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Recorder

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

Exhibit A

Rocky Mountain Power
General Services Contract – Additional Capacity
Work Order No. 6619194

(UT Apr2018-NoRfnd)
Account #:25893946.008
Service ID #:813981964.003
Monthly

Matt Holder
C/C: 11431
Request #: 6619194
Contract #:

**GENERAL SERVICE CONTRACT
EXISTING CUSTOMER – ADDITIONAL CAPACITY
(1000 KVA OR LESS)
between
ROCKY MOUNTAIN POWER
and
WEST JORDAN CITY**

This General Service Contract ("Contract"), dated February 18, 2019, is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **West Jordan City** ("Customer"), for electric service for Customer's Water Pumping operation at or near 4080 W 7800 S, West Jordan, Utah.

Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Regulations") and the rules of the Utah Public Service Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Regulations, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.
2. **Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 971 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of the written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
3. **Extension Costs.** Company agrees to invest \$46,917.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance") in the amount of \$29,673.93, of which Customer has paid \$0.00 for engineering, design, or other advance payment for Company's facilities. **The balance due is \$29,673.93.**
4. **Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months on the Improvements installed under this contract. Only New Revenues, revenues in excess of the existing **monthly** average revenue of \$11,269.94, are eligible for payment towards the facilities

charge (Facilities Charge). The Contract Minimum Billing shall be: the Customer's **monthly** bill; plus, the **monthly** Facilities Charge of \$0.00 reduced by a credit of twenty percent (20%) of New Revenues up to the amount of the **monthly** Facilities Charge. Billings will be based on Rate Schedule No. 6 and superseding schedules.

Contract Minimum Billings for existing facilities will continue through their original contracted term.

5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both Company and Customer have signed it, and will remain in effect for five (5) years following the date when Company is ready to supply the additional capacity (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:
 - a) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands;
 - b) Prepare the route to Company's specifications;
 - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
 - d) Comply with all of Company's tariffs, procedures, specifications and requirements.
8. **Special Provisions:** Of the \$ 29,673.93 customer advance in Section 3, \$29,673.93 is a 60 month present value buyout of the \$586.46 facilities charge that would otherwise be included in Section 4.
9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed within legal rights-of-way, and conform to the specifications in Company's Electric Service Requirements Manual, and other specifications as otherwise provided by Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this Contract.

10. **Design, Construction, Ownership and Operation.** Company shall design, construct, install, and operate the Improvements in accordance with Company's standards. Company will own the Improvements, together with Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or Company's other electric utility facilities. Under no circumstances shall Company be liable for other economic losses, including but not limited to consequential damages. Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of Company.

No other party, including Customer, shall have the right to operate or maintain Company's electric utility facilities or the Improvements. Customer shall not have physical access to Company's electric utility facilities or the Improvements and shall engage in no activities on or related to Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

Company may request deposits from Customer to the extent permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information.** Upon Company's request, Customer shall submit its year-end financial statements to Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as Company may reasonably request from time to time in furtherance of the purposes of this Contract. Such information shall be deemed confidential. Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.
- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under Company's policies, the Electric Service Regulations, and the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to Company. Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Regulations and the applicable Electric Service Schedule.

Company may at any time assign its rights and delegate its obligations under this Contract to any: affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Regulations, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Regulations, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
- 16. Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

WEST JORDAN CITY

By _____
signature

NAME (type or print legibly) TITLE

DATE

Customer's Mailing Address for Executed Contract

Kevin Bateman
ATTENTION OF

7960 S 4000 W
ADDRESS

West Jordan Utah 84088
CITY, STATE, ZIP

kevin.bateman@westjordan.utah.gov
EMAIL ADDRESS

ROCKY MOUNTAIN POWER

By _____
signature

Chris Carpenter Manager
NAME (type or print legibly) TITLE

DATE

Rocky Mountain Power's Mailing Address for Executed Contract

12840 Pony Express Road
ADDRESS

Draper, Utah 84020
CITY, STATE, ZIP

matthew.holder@pacificorp.com
EMAIL ADDRESS

REQUEST FOR COUNCIL ACTION

SUBJECT: Interlocal Cooperation Agreement (Contract No. 0000002155)
between West Jordan City and Salt Lake County

SUMMARY: Execute an Interlocal Cooperation Agreement between West Jordan City and Salt Lake County for the 1300 West 6400 – 9400 South Road Widening Project, reimbursing the City up to \$3,000,000.00 from the County Transportation Funds.

FISCAL AND/OR

ASSET IMPACT: The County will reimburse the City for project expenditures in an amount not to exceed \$3,000,000.00.

STAFF RECOMMENDATION:

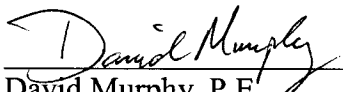
Staff recommends approval of an Interlocal Cooperation Agreement between West Jordan City and Salt Lake County for the 1300 West 6400 – 9400 South Road Widening Project, reimbursing the City up to \$3,000,000.00 from the County Transportation Funds.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-51 authorizing the Mayor to execute an Interlocal Cooperation Agreement between West Jordan City and Salt Lake County for the 1300 West 6400 – 9400 South Road Widening Project, reimbursing the City up to \$3,000,000.00 from the County Transportation Funds.

Roll Call vote required


Prepared and Presented by:


David Murphy, P.E.
Engineering Manager for Capital Projects

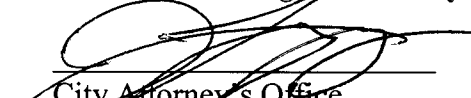
Recommended by:


Brian Clegg
Public Works Director

Authorized for Council Consideration:


David R. Brickey
City Manager

Reviewed as to Legal Sufficiency:


City Attorney's Office

BACKGROUND DISCUSSION:

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter “County Transportation Funds”).

On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase to the County sales tax.

The County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the county in accordance with Utah Code Ann. §§59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

The 1300 West widening project was started as a joint project with UDOT, West Jordan, and Murray as participants. The project’s initial concept was to widen to 3 lanes, 2 travel lanes, plus center turn lane, plus shoulders. The amended concept changes the shoulders into bike lanes from 9400 South to Winchester Street (6400). The original estimate for the project was \$12 million, of which the City and UDOT obtained a Federal Grant of \$6 million from the Wasatch Front Regional Council process. That \$6 million is scheduled over the next 3 years.

This Salt Lake County grant provides additional funding for the overall project budget and was obtained by the Capital Project Group and Development staff through the last quarter of a quarter funding. This funding will reimburse the City for expenses of the project and can be submitted to Salt Lake County on a monthly basis. Staff recommends approval of this agreement.

Attachments:

- Resolution
- Interlocal Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 19-51

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN WEST JORDAN CITY AND SALT LAKE COUNTY FOR THE 1300
WEST 6400 SOUTH - 9400 SOUTH ROAD WIDENING PROJECT

Whereas, Salt Lake County (the “County”) and City of West Jordan (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;

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter “County Transportation Funds”); and

Whereas, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the county in accordance with Utah Code Ann. §§59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

Whereas, the City Council of the City of West Jordan has reviewed the Agreement between the City of West Jordan and Salt Lake County, (a copy of which is attached as **Exhibit A**) for the reimbursement of up to \$3,000,000.00 in County Transportation Funds to West Jordan City for the purpose of the 1300 West 6400 South – 9400 South Road Widening project; and

Whereas, the City Council of the City of West Jordan desires that the aforementioned Interlocal Cooperation Agreement be executed by the Mayor and Salt Lake County, and

Whereas, the Mayor is authorized to execute this agreement.

NOW, THEREFORE IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized to execute the Interlocal Cooperation Agreement for the reimbursement of \$3,00,000.00 from County Transportation Funds to West Jordan City for the 1300 West 6400 South – 9400 South Road Widening project.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 13th day of March 2019.

RESOLUTION NO. 19-51

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN WEST JORDAN CITY AND SALT LAKE COUNTY FOR THE 1300
WEST 6400 SOUTH - 9400 SOUTH ROAD WIDENING PROJECT

CITY OF WEST JORDAN

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Recorder

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____



CONTRACT SUMMARY PAGE (INTERNAL USE)

Contract Number: 0000002155 Version: 1 Desc: DRD Transport:1300 W Widening
Supplier Name: WEST JORDAN CITY
Comments: DRD- Interlocal - County to transfer up to \$3,000,000.00 from the County Transportation Funds to the City to reimburse the City for certain costs incurred by the City to widen 1300 W between 6400 S to 9400 S to include bike lanes, curb and gutter, and sidewalks (See Exhibit A), as long as the costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance. 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) 12/31/2024
Contract Amount: \$3,000,000.00
Agency Name: Rgnl Trans, Housng & Econ Dev
Period Performance from 2/14/2019 to 12/31/2024
Procurement Type: EXI Exempt Interlocal Reason Code:
Buyer: RMatthes

7.10



SALT LAKE COUNTY

2001 So. State Street
Salt Lake City, Utah 84114

Agenda Item

File #: 19-016

Topic/Discussion Title:

A resolution of the Salt Lake County Council approving execution of an interlocal cooperation agreement with City of West Jordan providing for the transfer of county transportation funds for certain transportation projects within Salt Lake County.

Description: As part of the 4th quarter sales tax funding for multi-modal transportation provided by SB 136, the Mayor recommended and the County Council approved \$3,000,000 in funding for the following project. West Jordan 1300 W Roadway Widening: Widen to include bike lanes (buffered bike lane), curb and gutter, and sidewalks. Two way left turn lanes will be provided at the intersections of 7000, 8600, and 9000 South with a potential "High T" intersection at Winchester Street (6685 South). Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference.

Requested Action: Consent

Presenter(s): Wilf Sommerkorn and Helen Peters

Time Needed: Consent

Time Sensitive: Yes

Specific Time(s): Enter text here - if important to schedule at a specific time, list a few preferred times.

Requesting Staff Member: Helen Peters

Will You be Providing a PowerPoint: No

Please attach the supporting documentation you plan to provide for the packets. Agenda items must be approved by Wednesday at 11:00 am. While not ideal, if PowerPoint presentations are not yet ready, you can submit them by 10 am the Friday morning prior to the COW meeting. Items without documentation may be withheld from consideration for that COW meeting.

RESOLUTION NO. 5477

January 8, 2019

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH CITY OF WEST JORDAN PROVIDING FOR THE TRANSFER OF COUNTY TRANSPORTATION FUNDS FOR CERTAIN TRANSPORTATION PROJECTS WITHIN SALT LAKE COUNTY.

WITNESSETH

WHEREAS, Salt Lake County (the "County") and City of West Jordan (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;

During the 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds"); and

WHEREAS, the County desires to use the County Transportation Funds by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) and all other applicable federal, state and local laws, rules and regulations; and

WHEREAS, the County now desires to enter into an interlocal cooperation agreement with 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 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, this 8th day of January, 2019.


Richard Snelgrove Chairperson

ATTEST:


Sherrie Swensen
Salt Lake County Clerk

Voting:

Council Member Bradley	"Aye"
Council Member Bradshaw	"Aye"
Council Member Burdick	"Aye"
Council Member DeBry	"Aye"
Council Member Granato	"Aye"
Council Member Jensen	"Aye"
Council Member Winder Newton	Absent
Council Member Snelgrove	"Aye"
Council Member Wilson	"Aye"

APPROVED AS TO FORM:

Craig J.
Wangsgard
Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=scounty,
ou=Departments, ou=District
Attorney, ou=Users, ou=GC, cn=Craig
J. Wangsgard,
email=CWangsgard@sco.org
Date: 2018.12.26 08:45:38 -0700

ATTACHMENT A
Interlocal Cooperation
Agreement with the City of West Jordan

INTERLOCAL COOPERATION AGREEMENT

between

SALT LAKE COUNTY

and

CITY OF WEST JORDAN

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 **CITY OF WEST JORDAN**, 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 2018 General Session, the State Legislature passed SB136, which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 *et seq.*, to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes (hereinafter "County Transportation Funds").

C. On May 1, 2018, the Salt Lake County Council passed Ordinance 1829, imposing a .25% increase the County sales tax.

D. The County desires to use County Transportation Funds to further regional transportation by financing all or a portion of the costs of a regionally significant transportation facilities or public transit projects of regional significance throughout the County in accordance with Utah Code Ann. §59-12-2219(11)(a)(ii) of the Code and all other applicable federal, state and local laws, rules and regulations.

E. The County and the City now desire to enter into this Agreement providing for the transfer of up to Three Million Dollars and No Cents (\$3,000,000.00) of County Transportation Funds to the City to reimburse the City for certain costs that are incurred by the City for Widen 1300 West between 6400 South (Winchester Street) to 9400 South to include bike lanes

(buffered bike lane), curb and gutter, and sidewalks. Two way left turn lanes will be provided at the intersections of 7000, 8600, and 9000 South with a potential "High T" intersection at Winchester Street (6685 South). Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference, so long as such costs are for reducing transportation related debt, regionally significant transportation facility or public transit project of regional significance.

A G R E E M E N T:

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) **County Transportation Funds:** As defined in the Recitals above.
- (b) **Event of Default:** As defined in Section 6.1 below.
- (c) **Event of Force Majeure:** As defined in Section 7.4 below.
- (d) **Maximum Reimbursable Amount:** The amount specified for the Project in the Project Description attached hereto as Exhibit A.
- (e) **Project:** The transportation project or projects described in or determined pursuant to the Project Description.
- (f) **Project Description:** The project description attached hereto as Exhibit A.
- (g) **Project Element.** A discrete portion of the Project.
- (h) **Reimbursable Project Costs:** Costs incurred by the City during the Reimbursement Term for the Project, so long as such costs are consistent with the allowable uses for County Transportation Funds described Utah Code Ann. §59-12-2219(11)(a)(ii) and in accordance with the Certificate of Grant Recipient.
- (i) **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, (ii) the date this Agreement is terminated, or (iii) December 31, 2024. The County and City legislative body hereby delegate to its respective Mayor the authority to extend this Agreement for an additional 3 one-year periods without legislative action.

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

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 Transportation 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 to the City to reimburse the City for Reimbursable Project Costs, up to the Maximum Reimbursable Amount for the Project, all on the terms and subject to the conditions of this Agreement.

2.2. Annual Status Update. Until the Project has been completed and the County Transportation Funds have been fully disbursed to the City, the City shall, on an annual basis, update the County on the status of (a) the 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.

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 County 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 the Project during the Reimbursement Term, so long as such costs are consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii); 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 County Transportation Funds is made to the City under this Agreement is consistent with the allowable uses described in Utah Code Ann. §59-12-2219(11)(a)(ii) 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 County 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 County 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 Utah Code Ann. §59-12-2219(11)(a)(ii), 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 Description, 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 County Transportation Funds. The County will not be obligated to disburse County Transportation Funds to the City to cover Reimbursable Project Costs unless and until the following conditions have been satisfied:

(a) Sufficient Funds. County has accumulated Sufficient County Transportation Funds to make the disbursement.

(b) Documents to be Furnished for Each Disbursement. 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.

(c) 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.

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

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

(f) 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 County 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 County 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, 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 County 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 County 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 County 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 County 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 and the wording of the Project Description will not be deemed to be a review or acknowledgement by the County as to whether any particular Reimbursable Project Cost for which a disbursement of County 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 Utah Code Ann. §59-12-2219(1)(a)(ii) 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 County 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 County 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 County 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 County 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 County Transportation Funds available to the County at reasonable times.

5.3. Assignment and Transfer of County Transportation Funds. The City shall not assign or transfer its obligations under this Agreement nor its rights to the County Transportation Funds under this Agreement without prior written consent from the County. The City shall use the County 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 County Transportation Funds to the City; and/or

(b) Reduce the amount of any future disbursement of County 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.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

(h) Voting of the County mayor and the City Mayor shall be based on one vote per Party.

(i) The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

(j) The powers of the joint board are those described in this Agreement.

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 County 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 County Transportation Funds to be paid to the City for the purposes set forth in this Agreement. If County 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 County 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 County Transportation Funds to the City in succeeding fiscal years. The County's obligation to contribute County 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 County 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 County 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: City of West Jordan Mayor
8000 South Redwood Road
West Jordan Utah 84088

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 Elin Stuvik
Mayor or Designee

Dated: 2/15, 20 19

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING AND ECONOMIC DEVELOPMENT

By Stuart Clason
~~Will Sommerkorn~~
Acting Department Director

Dated: Dec 27, 20 18

Approved as to Form and Legality:

Craig J.
Wangsgard
By Wangsgard
Deputy District Attorney

Digitally signed by Craig J. Wangsgard
DN: dc=org, dc=skcounty,
ou=Departments, ou=District
Attorney, ou=Users, ou=GC, cn=Craig
J. Wangsgard,
email=CWangsgard@sko.org
Date: 2018.12.26 13:42:28 -0700

INTERLOCAL AGREEMENT – SIGNATURE PAGE FOR CITY

CITY OF WEST JORDAN

By _____

Name: _____

Title: _____

Dated: _____, 20____

Attest:

_____, City Recorder

Date signed: _____

Approved as to Proper Form and Compliance with Applicable Law:

CITY ATTORNEY

By  _____

Name: Jared C. Tingey

Dated: March 1, 2019

EXHIBIT A
PROJECT DESCRIPTION
for
CITY OF WEST JORDAN

1) **Project Title:** 1300 West Road Way Widening

Project Description:	Widen 1300 West between 6400 South (Winchester Street) to 9400 South to include bike lanes (buffered bike lane), curb and gutter, and sidewalks. Two way left turn lanes will be provided at the intersections of 7000, 8600, and 9000 South with a potential "High T" intersection at Winchester Street (6685 South). Salt Lake County Bikeway Design and Active Transportation Implementation Plan: Bicycle Wayfinding Protocol to be used as reference.
Maximum Reimbursable Amount:	\$3,000,000.00

EXHIBIT B

Request for Disbursement Form

REQUEST FOR DISBURSEMENT

To: Salt Lake County

Re: City of West Jordan – Interlocal Agreement for County Transportation Funds

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Interlocal Cooperation Agreement (the “Agreement”) between Salt Lake County (the “County”) and City of West Jordan (the “City”). 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.
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** are 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 County Transportation Funds is sought hereunder is consistent with the allowable uses for County Transportation Funds described in Utah Code Ann. §59-12-2219(11)(a)(ii) 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 County Transportation Funds, as indicated in Section 5.1 of the Agreement.

Dated this ____ day of _____, 20 ____.

CITY OF WEST JORDAN

By: _____

Name: _____

Title: _____

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

SALT LAKE COUNTY

By: _____

Name: _____

Title: _____

Project Title: 1300 West Road Way Widening

[illegible]

This portion above is to be filled out by the City.
This portion below is to be filled out by the County.

RPC Approved – This Request _____

(plus) RPC Approved/Paid to Date _____

Total Approved/Paid to Date _____

Maximum Reimbursable Amount _____

(less) Total Approved/Paid to Date _____

Remaining County Transportation Funds _____

Approving Signature by County

REQUEST FOR COUNCIL ACTION

SUBJECT: Jordan River Trail – Gardner Village TRAX Station;
Project No. F-LC35(219)

SUMMARY: Approve a Local Government Contract Modification No. 2 between the Utah Department of Transportation (UDOT), Perkins Engineering, Inc., and West Jordan City for additional preconstruction engineering services for the Jordan River – Gardner Village TRAX Station, in an amount not to exceed \$14,646.29.

FISCAL AND/OR

ASSET IMPACT: The City is responsible for 6.77% of the expenditures for the total project. The City's portion of this contract is \$991.55.

STAFF RECOMMENDATION:

Staff recommends approval of a Local Government Contract Modification No. 2 between the UDOT, Perkins Engineering, Inc., and West Jordan City for additional preconstruction engineering services for the Jordan River – Gardner Village TRAX Station, in an amount not to exceed \$14,646.29.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-52 authorizing the Mayor to execute a Local Government Contract Modification No. 2 between the UDOT, Perkins Engineering, Inc., and West Jordan City for additional preconstruction engineering services for the Jordan River – Gardner Village TRAX Station, in an amount not to exceed \$14,646.29.

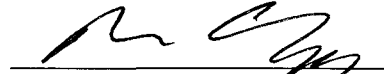
Roll Call vote required

Prepared and to be Presented by:



David Murphy, P.E.
Engineering Manager for Capital Projects

Recommended by:



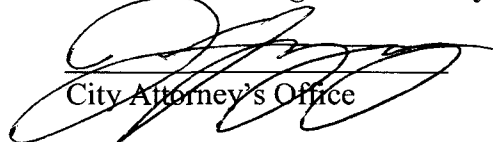
Brian Clegg
Public Works Director

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed for Legal Sufficiency:



City Attorney's Office

BACKGROUND DISCUSSION:

This project is in the final design stages, and this modification is for minor scope adjustments and modification necessary to complete the design. The extra work includes additional alignment drawings to avoid Rocky Mountain Power existing utilities, new alignments to miss UTA structures as part of the RMP relocations, additional striping details required by UTA, modified terrain models to avoid additional right of way takes from AMI, and other details required for permitting and final plans.

Attachments:

Resolution

UDOT Local Government Contract Modification No. 2

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 19-52

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LOCAL
GOVERNMENT CONTRACT MODIFICATION NO. 2 BETWEEN THE
UTAH DEPARTMENT OF TRANSPORTATION, PERKINS
ENGINEERING INC. AND THE CITY OF WEST JORDAN
FOR THE JORDAN RIVER TRAIL – GARDNER VILLAGE TRAX
STATION PROJECT**

Whereas, the City Council of the City of West Jordan has reviewed the attached Local Government Contract Modification No. 2 between the City of West Jordan, the Utah Department of Transportation (UDOT) and Perkins Engineering, Inc. (a copy of which is attached as **Exhibit A**) for additional preconstruction engineering services for the Jordan River Trail-Gardner Village TRAX Station Project, in an amount not-to-exceed \$14,646.29; and

Whereas, the proposed Local Government Contract Modification No. 2 between the City of West Jordan, the UDOT and Perkins Engineering, Inc. for additional preconstruction engineering services for the Jordan River Trail – Gardner Village TRAX Station Project, in an amount not-to-exceed \$14,646.29 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Local Government Contract Modification No. 2 between the City of West Jordan, the UDOT and Perkins Engineering, Inc. for an amount not-to-exceed \$14,646.29 is acceptable for the Jordan River Trail – Gardner Village TRAX Station Project.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The Mayor is hereby authorized to execute the Local Government Contract Modification No. 2 between the City of West Jordan, the UDOT and Perkins Engineering, Inc. for additional preconstruction engineering services funding for the Jordan River Trail – Gardner Village TRAX Station Project, in an amount not to exceed \$14,646.29.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Recorder

RESOLUTION NO. 19-52

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LOCAL
GOVERNMENT CONTRACT MODIFICATION NO. 2 BETWEEN THE
UTAH DEPARTMENT OF TRANSPORTATION, PERKINS
ENGINEERING INC. AND THE CITY OF WEST JORDAN
FOR THE JORDAN RIVER TRAIL – GARDNER VILLAGE TRAX
STATION PROJECT**

Voting by the City Council

"YES"

"NO"

Council Member Alan Anderson

Council Member Dirk Burton

Council Member Zach Jacob

Council Member Chad R. Lamb

Council Member Chris McConnehey

Council Member Kayleen Whitelock

Mayor Jim Riding



UDOT Consultant Services Local Government Approval Memo

Memo Printed on: January 29, 2019 9:11 AM



PROJECT INFORMATION

PIN: 11097
Project No.: F-LC35(219)
Job/Proj: 5387315D
PIN Description: Jordan River Trail - Gardner Village TRAX Station

CONTRACT INFORMATION

CS Admin: Michael R. Butler (Acting as UDOT)
Contract No.: 18-8070 Preliminary Engineering Services
Mod No.: 2 Mod 2 Additional Services
Expiration Date: September 30, 2019
Contract/Mod Amount: \$14,646.29
Cumulative Amount: \$100,478.01
Fee Type: COST PLUS FIXED FEE
Selection Method: POOL - GE / LG (DIRECT SELECT)
Period: 2016-2019 GE / LG
Phase: PRELIMINARY ENGINEERING
Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government
PERKINS ENGINEERING INC	West Jordan City
Todd Perkins	David Murphy
2526 STARLING DRIVE	8000 S REDWOOD RD
COTTONWOOD HEIGHTS, UT 84121	WEST JORDAN, UT 84088
(801)815-1491	(801) 569-5074
todd@tperk.com	DAVIDM@WJORDAN.COM

I am aware of and approve the scope, schedule and budget as negotiated by the Consultant for this contract and presented by the UDOT PM Bryan Chamberlain. I acknowledge UDOT has limits for Pool Contracts. The limit for this contract is \$150,000.00 for the life of the contract, including any and all future modifications.

Local Government Signature

Date



**UDOT CONSULTANT SERVICES
LOCAL GOVERNMENT CONTRACT MODIFICATION**

**STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES
2016-2019 LG POOL (DIRECT SELECT)
COST PLUS FIXED FEE**

EFFECTIVE DATE _____
TRACKING NO. _____
COOP NO. _____
CONTRACT NO. **18-8070**
MOD NO. **2**

Consultant Perkins Engineering Inc
Project No.: F-LC35(219)
PIN Description: Jordan River Trail - Gardner Village TRAX Station
FINET Prog Code No.: 5387315D
PIN No.: 11097
Work Discipline: Preconstruction Engineering

This Modification is to be attached and made part of Contract No. 18-8070 between West Jordan City referred to as the LOCAL AUTHORITY, and Perkins Engineering Inc, referred to as CONSULTANT, and as approved by the Utah Department of Transportation, referred to as DEPARTMENT.

It has been determined that contract modifications are required to complete the work specified by this Contract. The CONSULTANT agrees to the modifications as specified below.

CONTRACT MODIFICATIONS

- ☒ Exhibit A – The “Services Provided by the CONSULTANT” contained in “Attachment C” to the Contract is changed.
- ☒ Exhibit B – The fixed fee amount, overhead rate, or hourly wages in “Attachment D, Fees” of the Contract is revised.
- ☒ Exhibit B – The maximum disbursement from “Attachment D, Fees” to the Contract is increased by \$14,646.29 for a new total of \$100,478.01.
- ☒ Exhibit C – The termination date for the Contract is extended to September 30, 2019.
- ☒ Exhibit D – Insurance.
- ☐ Other:

The parties hereto agree to abide by all provisions of the original Contract as well as the provisions of this and any previous contract modifications.

IN WITNESS WHEREOF, they sign and cause this Contract Modification to be executed.

CONSULTANT - Perkins Engineering Inc

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____ Date: _____

By: _____
Title: Engineer for Preconstruction Date: _____

LOCAL AUTHORITY – West Jordan City

DEPARTMENT Comptroller's Office

By: _____
Title: _____ Date: _____

By: _____
Title: Contract Administrator Date: _____

Contract No. 18-8070 Mod. No. 2

EXHIBIT A

Scope of Services

The Scope of Services is expanded to allow for additional work as requested by Bryan Chamberlain, Region 2, in the memorandum dated January 29, 2019 in this Exhibit.

For further details, see the following pages of this Exhibit.

NOT FOR SIGNATURE



UDOT Consultant Services Contract Approval Memo

Memo Printed on: January 29, 2019 9:11 AM



PM Approval Date: January 29, 2019

UDOT PM: Bryan Chamberlain

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 11097
Project No.: F-LC35(219)
Job/Proj: 5387315D
PIN Description: Jordan River Trail - Gardner Village TRAX Station

CONTRACT INFORMATION

CS Admin: Michael R. Butler (Acting as UDOT)
Contract No.: 18-8070 Preliminary Engineering Services
Mod No.: 2 Mod 2 Additional Services
Expiration Date: September 30, 2019
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Fee Type: COST PLUS FIXED FEE
Selection Method: POOL - GE / LG (DIRECT SELECT)
Period: 2016-2019 GE / LG
Phase: PRELIMINARY ENGINEERING
Disciplines: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government
PERKINS ENGINEERING INC	West Jordan City
Todd Perkins	David Murphy
2526 STARLING DRIVE	8000 S REDWOOD RD
COTTONWOOD HEIGHTS, UT 84121	WEST JORDAN, UT 84088 ,
	(801) 569-5074
	DAVIDM@WJORDAN.COM



Michael Butler <michaelbutler@utah.gov>

Local Government Approval ~ Project No. F_LC35(219) / PIN 11097

Bryan Chamberlain <bchamberlain@utah.gov>
To: Michael Butler <michaelbutler@utah.gov>

Wed, Feb 13, 2019 at 9:42 AM

----- Forwarded message -----

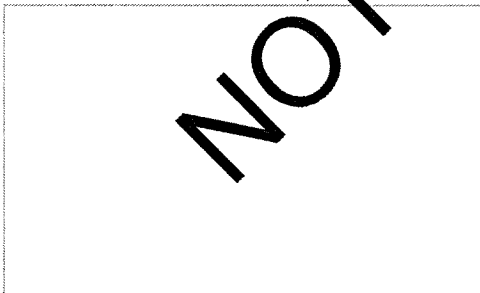
From: **David Murphy** <david.murphy@westjordan.utah.gov>
Date: Wed, Feb 13, 2019, 9:04 AM
Subject: RE: Local Government Approval ~ Project No. F_LC35(219) / PIN 11097
To: Bryan Chamberlain <bchamberlain@utah.gov>
Cc: Maureen M. Casper <Maureen.Casper@westjordan.utah.gov>

Brian,

I understand the limits and I approve the mod, but I cannot sign the mod. In we take it through City Council for the Mayor to sign the mod, because it is an agreement change to a contract.

Can you send over any backup documenta on to Maur en? We will get it on the next possible City Council agenda.

Thanks,



[Quoted text hidden]

image001.jpg
11K

David Murphy, P.E.
City of West Jordan
Capital Projects Manager

(801) 569-5074 Work
(801) 870-3049 Mobile
david.murphy@westjordan.utah.gov
7960 South 4000 West
West Jordan City, Utah, 84088

NOT FOR SIGNATURE

UDOT CMS Contract Executive Summary

Contract Number:	188070	Mod:	2	Project Number:	F-LC35(219)	PIN:	11097
UDOT Primary Contact:	Bryan Chamberlain						
PIN Description:	Jordan River Trail - Gardner Village TRAX Station						

Brief Description

The project consists of preparing trail plans and UDOT advertisement documents for approximately 500 feet of trail connecting the Gardner Village UTA TRAX station to the Jordan River Parkway Trail. The TRAX Station is located at 1127 West & 7800 South in the City of West Jordan.

The modification is necessary for the following reasons:

- To avoid utilities and minimize right of way impacts - additional trail alignment alternatives and 3D modeling.
- Additional coordination and design for the UTA platform tie in design and signing
- Additional Utility coordination and meetings for the design of RMP underground power
- Additional plans, details, quantity summary, and estimate for the RMP underground power conduit, power equipment, and power boxes

Project Team

Perkins Engineering is the prime consultant. Deliverables Include: plans, estimate, and advertising documents.

There are no subconsultant changes with this modification

Assumptions

The project is fully scoped.

Phasing

There is no phasing.

This is the final design phase for procurement of the project.

Fee Type

Cost Plus Fixed Fee. This fee type allows for contract modifications if necessary and allows for underrun of the cost estimate if the hours worked are less than estimated.

UDOT CMS Contract Work Plan

Contract Number:	188070	Mod:	2	Project Number:	F-LC35(219)	PIN:	11097
UDOT Primary Contact:	Bryan Chamberlain						
PIN Description:	Jordan River Trail - Gardner Village TRAX Station						

Activity: 2R1 - MODEL INITIAL ROADWAY DESIGN

2R1 Model Initial Roadway Design

To avoid utilities and minimize right of way impacts - additional trail alignment alternatives and 3D modeling

Activity: 3R2 - COMPLETE SIGNING AND STRIPING DESIGN

3R2 Complete Signing and Striping Design

additional coordination and design for the UTA platform tie in design and signing

Activity: 3U2 - INITIAL DESIGN UTILITY COORDINATION

3U2 Initial Design Utility Coordination

additional utility coordination and meetings for the design of RMP underground power

Activity: 4U3 - COMPLETE UTILITY & RAILROAD PLANS & DOCUMENTS

4U3 Complete Utility and Railroad Plans & Documents

additional plans, details, quantity summary, and estimate for the RMP underground power conduit, power equipment, and power boxes

Activity: 5Z1 - PROJECT MANAGEMENT

5Z1 Project Management

additional coordination meetings

additional project management and accounting

UDOT CMS Staffing Plan

Contract Number:	18-8070	Mod:	2	Project Number:	F-LC35(219)	PIN:	11097
UDOT Primary Contact:	Bryan Chamberlain						
PIN Description:	Jordan River Trail - Gardner Village TRAX Station						

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
PERKINS, TODD	PROJECT MANAGER	BS CIVIL ENGINEERING	UT-214962	35	\$56.98	\$56.98	07/26/20
ROMERO, CATHERINE	UTILITY ENGINEER/QCQA	MS CIVIL ENGINEERING	UT-4827124-2202	6	\$54.61	\$54.61	07/26/20
DROGE, ELIZABETH	PROJECT ENGINEER	BS CIVIL ENGINEERING	UT-5249201-2202	17	\$46.78	\$46.78	07/26/20
PETERSON, PAUL	PROJECT ENGINEER	BS CIVIL ENGINEERING	UT-5150077-2202	0	\$45.58	\$44.25	07/26/20
BOOTH, NATHAN	DESIGN ENGINEER	BS CIVIL ENGINEERING		76	\$30.28	\$30.28	07/26/20
DASHDORJ, SENGUUN	DESIGN ENGINEER	BS CIVIL ENGINEERING		0	\$30.28	\$28.00	07/26/20
PERKINS, MARCY	ADMIN / ACCOUNTING	HS		9	\$27.44	\$27.44	07/26/20
Total Hours for PERKINS ENGINEERING INC:				143			

Contract No. 18-8070 Mod. No. 2

EXHIBIT B

Fees

The maximum disbursement is increased from \$85,831.72 by \$14,646.29 for a new total of \$100,478.01 as negotiated and approved by Bryan Chamberlain, Region 2, in the memorandum dated January 29, 2019 in Exhibit A.

The fixed fee amount is increased by \$1,451.43 for a new total of \$7,465.58. The overhead rate in this modification is the same as the base contract's overhead rate. The base contract was written with a FIXED overhead rate.

For further details, see the following pages of this Exhibit.

Contract/Modification	Amount	NTP Date	Notes
Base Contract	\$85,831.72	7/26/2017	Preliminary Engineering Services
Modification No. 1	\$0.00	8/28/2018	CONTRACT DATE EXTENSION
Modification No. 2	\$14,646.29	Pending	Mod 2 Additional Services
Total	\$100,478.01		

UDOT CMS Cost Proposal

Contract Number:	18-8070	Mod:	2	Project Number:	F-LC35(219)	PIN:	11097
UDOT Primary Contact:	Bryan Chamberlain						
PIN Description:	Jordan River Trail - Gardner Village TRAX Station						

Labor Costs				
Employee Name	Contract Job Title	Hours	Proposal Rate	Labor Cost
BOOTH, NATHAN	DESIGN ENGINEER	76	\$30.28	\$2,301.28
DROGE, ELIZABETH	PROJECT ENGINEER	17	\$46.78	\$795.26
PERKINS, MARCY	ADMIN / ACCOUNTING	9	\$27.44	\$246.96
PERKINS, TODD	PROJECT MANAGER	35	\$56.98	\$1,994.30
ROMERO, CATHERINE	UTILITY ENGINEER/QCQA	6	\$54.61	\$327.66
Total Hours:		143		
Total Direct Labor:				\$5,665.46
Overhead:			132.90%	\$7,529.40
Total Direct Labor plus Overhead:				\$13,194.86
Firm Fee:			11.00%	\$1,451.43
Burdened Labor Cost:				\$14,646.29
Sub Consultant Costs				
Firm Name				Sub Total Cost
MERIDIAN ENGINEERING INC				\$0.00
Total Sub Consultant Costs:				\$0.00
Total Contract Cost:				\$14,646.29

UDOT CMS Hours Derivation

Contract Number:	18-8070	Mod:	2	Project Number:	F-LC35(219)	PIN:	11097
UDOT Primary Contact:	Bryan Chamberlain						
PIN Description:	Jordan River Trail - Gardner Village TRAX Station						

Employee Name	2R1	3R2	3U2	4U3	5Z1												Total
PERKINS, TODD	7	2	8	9	9												
ROMERO, CATHERINE	1	0	1	4	0												
DROGE, ELIZABETH	5	2	0	10	0												
BOOTH, NATHAN	27	15	2	32	0												
PERKINS, MARCY	0	0	0	0	9												

NOT FOR SIGNATURE

UDOT CMS Hours Derivation

Contract Number:	18-8070	Mod:	2	Project Number:	F-LC35(219)	PIN:	11097
UDOT Primary Contact:	Bryan Chamberlain						
PIN Description:	Jordan River Trail - Gardner Village TRAX Station						

	2R1	3R2	3U2	4U3	5Z1											Total
Firm Activity Totals:	40	19	11	55	18											1
	2R1	3R2	3U2	4U3	5Z1											Total
Transaction Activity Totals:	40	19	11	55	18											1

NOT FOR SIGNATURE

Contract No. 18-8070 Mod. No. 2

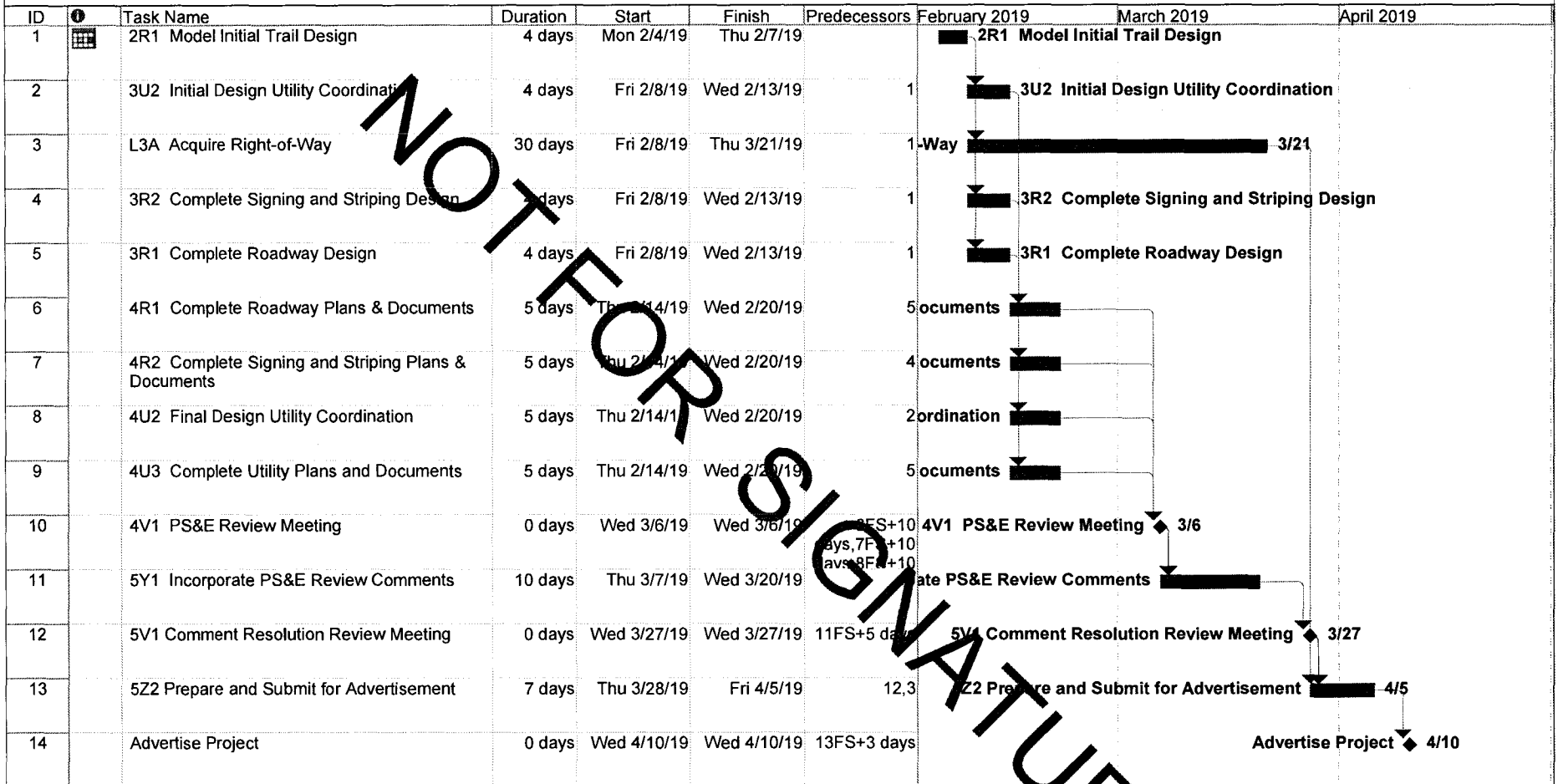
EXHIBIT C

Contract Date

The contract completion date for the project is extended to September 30, 2019. The CONSULTANT is required to finish all work by the contract completion date. If additional time is required to complete this project, the CONSULTANT will be required to request a "Contract Time Extension Modification".

NOT FOR SIGNATURE

**Mod 2 Gardner Village Trax Station Trail in West Jordan
PIN 11097**



Date: Mon 1/28/19	Task		Inactive Milestone		Start-only	
	Split		Inactive Summary		External Tasks	
	Milestone		Manual Task		External Milestone	
	Summary		Duration-only		Progress	
	Project Summary		Manual Summary Rollup		Deadline	
	External Tasks		Manual Summary			
	External Milestone		Start-only			

Perkins Engineering

Contract No. 18-8070 Mod. No. 2

EXHIBIT D

Insurance

As stated in the Contract Attachment B Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	1/7/2020	HARTFORD INSURANCE	34 SBAVS 5126	\$2,000,000	\$0	N
GENERAL LIABILITY	N	1/7/2020	HARTFORD INSURANCE	34 SBAVS 5126	\$2,000,000	\$4,000,000	Y
PROFESSIONAL LIABILITY	N	7/16/2019	LLOYD'S OF LONDON	ANE 1779698	\$3,000,000	\$3,000,000	N
VALUABLE PAPERS	N	1/7/2020	HARTFORD INSURANCE	34 SBAVS 5126	\$25,000	\$0	N
WORKERS COMPENSATION	N	7/23/2019	HARTFORD ACCIDENT & INDEMNITY	76 WEG 11236	\$500,000	\$0	N

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of a Multi-Jurisdictional Mutual Aid Agreement for Sheriff and Police Services.

SUMMARY: This Agreement, with the Attorney General's Office, Cottonwood Heights, Draper City, Granite School District, Herriman City, Murray City, Riverton City, Salt Lake County, Salt Lake City, Sandy City, Saratoga Springs, South Jordan City, South Salt Lake City, Tooele City, Town of Alta, Utah State Department of Corrections, Utah State Department of Natural Resources, Unified Police Department, University of Utah Police, Utah Transit Authority, Utah State Department of Public Safety, Utah Motor Vehicle Enforcement Division, and West Valley City, provides that the West Jordan Police Department will assistance to any other party in situations that require police resources over and above those that can be provided by the Party in whose jurisdiction the incident or emergency occurs. In turn, all of the other law enforcement agencies will provide the same mutual aid and assistance to the City of West Jordan. The City of West Jordan, and all other agencies, shall be able to determine whether it has resources available to send to an emergency.

(see additional information included on subsequent pages)

**FISCAL/ASSET
IMPACT:**

No party will request or receive reimbursement for providing resources to another agency if aid is requested and provided pursuant to the Agreement.

**STAFF
RECOMMENDATION:**

Staff believes participation in the Multi-Jurisdictional Mutual Aid Agreement for Sheriff and Police Services is appropriate, in the best interest of the City, and therefore recommends approval of the resolution authorizing the mayor to execute the same.

MOTION

RECOMMENDED: "I move to adopt Resolution 19-53, a Resolution Authorizing the Mayor to Execute the Multi-Jurisdictional Mutual Aid Agreement for Sheriff and Police Services."

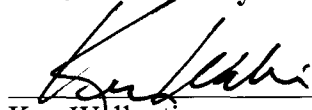
Roll Call vote required.

Prepared and to be Presented by:



Ken Wallentine
Chief of Police

Recommended by:



Ken Wallentine
Chief of Police

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed for Legal Sufficiency:



City Attorney's Office

BACKGROUND DISCUSSION:

The City of West Jordan has been part of a Multi-Jurisdictional Mutual Aid Agreement for Sheriff and Police Services for many years. This Agreement is intended to replace the Multi-Jurisdictional Mutual Aid Agreement for Police and Sheriff Services dated August, 1991, and amended and extended in or about 1996 and 2015. The purpose of the Agreement is for all signatory agencies to commit to assist each other whenever possible, while allowing each Agency the sole discretion to determine when its resources cannot be spared for assisting other Agencies. To avoid the need for frequent reauthorization, the term of the Agreement is 50 years—the maximum term allowed under the Utah Interlocal Cooperation Act—subject to the ability of any party to terminate participation in the Agreement upon thirty (30) days written notice. While each party is committing to provide the other with mutual aid, they are also committing to not seek reimbursement for the cost of providing another agency with mutual aid absent a separate agreement authorizing such reimbursement.

THE CITY OF WEST JORDAN, UTAH

Resolution No. 19-53

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A MULTI-JURISDICTIONAL MUTUAL AID AGREEMENT
FOR SHERIFF AND POLICE SERVICES**

WHEREAS, the City of West Jordan seeks to coordinate police protection with other cities and agencies listed in the Multi-Jurisdictional Mutual Aid Agreement; and

WHEREAS, the Parties to the Mutual Aid Agreement desire to cooperate with and assist each other in times of emergency responses by providing personnel and equipment to increase the overall readiness in the entire geographic area; and

WHEREAS, the Parties intend through the Mutual Aid Agreement to assist each other whenever possible, while allowing each Party the sole discretion to determine when its personnel and/or equipment cannot be spared for assisting other Parties.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN CITY, UTAH AS FOLLOWS:

- Section 1. The City Council authorizes and directs the Mayor to execute the Multi-Jurisdictional Mutual Aid Agreement for Sheriff and Police Services.
- Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

"YES"

"NO"

Alan Anderson

Dirk Burton

Zach Jacob

Chad Lamb

Chris McConnehey

Kayleen Whitelock

Mayor Jim Ridding

MULTI-JURISDICTIONAL MUTUAL AID AGREEMENT FOR SHERIFF AND POLICE SERVICES

(An Interlocal Cooperation Agreement)

AN INTERLOCAL COOPERATION AGREEMENT entered into this _____ day of _____, 2019 by and among: Attorney General's Office, Cottonwood Heights, Draper City, Granite School District, Herriman City, Murray City, Riverton City, Salt Lake County, Salt Lake City, Sandy City, Saratoga Springs (with respect to police services provided on behalf of Bluffdale), South Jordan City, South Salt Lake City, Tooele City, Town of Alta, Utah State Department of Corrections, Utah State Department of Natural Resources, Unified Police Department, University of Utah Police, Utah Transit Authority (UTA), Utah State Department of Public Safety, Utah Motor Vehicle Enforcement Division, West Jordan City, West Valley City; one of which shall be called an "Agency" or any two or more of which may be called "Agencies" herein. The term "all Agencies" shall refer to parties which are signatories to this Agreement and which have not terminated their participation herein.

PURPOSE: Each of the Agencies has or is a law enforcement agency or department with equipment and personnel trained and equipped to prevent and detect crimes, and authorized to enforce criminal statutes or ordinances in the State of Utah. The Agencies wish to provide for their mutual assistance in situations involving crimes, disturbances of the peace, riots, and other emergency situations which require police resources over and above those that can be provided by the Agency in whose jurisdiction the incident or emergency occurs, subject to the control of each individual Agency. All equipment and personnel of any Agency's law enforcement department shall herein be referred to as "Resources". The Agencies do not wish to provide for the reimbursement for the assistance they render. However, nothing herein is intended to replace or terminate any pre-existing interlocal agreement between or among any of the Agencies which provide for first response or assistance by one Agency's law enforcement department within the political boundaries of another on a regular or routine basis. This Agreement is intended to replace the Multi-jurisdictional Mutual Aid Agreement for Police and Sheriff Services dated August, 1991, and amended and extended in or about 1996 and 2015. The Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Agency the sole discretion to determine when its Resources cannot be spared for assisting other Agencies.

AUTHORITY: The Interlocal Act permits local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale; authorizes municipalities to enter into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any powers, privileges and authority exercise by such public agencies individually; and authorizes such public agencies, pursuant to such agreements, to create a separate legal entity to accomplish the purposes of their joint cooperative action.

INTERLOCAL COOPERATION ACT REQUIREMENTS

In satisfaction of the requirements of the Interlocal Cooperation Act (the "Act"), Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and in connection with the Agreement, the parties agree as follows:

1. The Agreement shall be approved by each party in accordance with §11-13-202.5 of the Act.
2. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each party pursuant to §11-13-202.5 of the Act.
3. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party pursuant to §11-13-209 of the Act.
4. Prior to the expiration of the term of this Agreement as set forth herein, this Agreement may only be terminated by and upon the express written consent of the parties.
5. Except as otherwise specifically provided in this Agreement or in any of the documents incorporated herein, any real or personal property acquired by a party, or by the parties jointly, pursuant to this Agreement or in conjunction with any joint cooperative action anticipated by this Agreement, shall be acquired and held, and disposed of by such party upon termination of this Agreement as agreed among the parties or as otherwise required by applicable local, state and federal law.

CONSIDERATION: The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

EFFECTIVE DATE, TERM: This Agreement shall become effective when two or more Agencies each execute an original or copy of this Agreement as required by law and send or deliver an original copy of the executed Agreement to the head of the Law Enforcement Administrators and Directors (the "LEADS Chief"), which for calendar year 2019 is the Murray City Police Chief, 5025 S. State, Murray, Utah 84107. The LEADS Chief shall send notice of properly executed agreements he receives to all other Agencies who are parties hereto. This Agreement shall continue in force from the effective date hereof until midnight June 30, 2068, subject to termination by any Agency or all the Agencies as provided in Section 8. Subsequent amendments to this Agreement shall be delivered to the LEADS Chief for the year in which the amendment is entered into.

NOW THEREFORE, based upon the mutual promises and conditions contained herein, the parties agree as follows:

SPECIFIC PROVISIONS

1. Assistance. The Agencies shall each provide their available Resources to assist any other Agency upon request by any other Agency, provided that the responding Agency shall have Resources reasonably available, in the sole discretion of the responding Agency. Except

when otherwise requested, or except when the circumstances otherwise clearly indicate, a responding Agency shall send only certified peace officers to an Agency requesting assistance hereunder unless the requesting Agency requests otherwise. Any responding Agency's law enforcement officers shall be fully certified, authorized, and empowered as law enforcement officers when in a requesting Agency's jurisdictional boundaries and when following orders of the requesting Agency's Commander or the incident commander. When responding, each responding Agency shall automatically be deemed to be authorized by the requesting Agency pursuant to Utah Code Ann. § 77-9-3. The scope of Saratoga Springs' responsibility to assist shall be limited to those resources committed to Bluffdale City as part of the agreement between Saratoga Springs and Bluffdale City.

2. Agency First Response, Dispatch. Each Agency shall instruct its dispatchers or the organization which provides dispatching services for its law enforcement department to first send Resources from its own department to any police emergency which the department is equipped to handle within its own political boundaries before requesting assistance from other Agencies. The chief officer from the department in whose boundaries the emergency occurs, who is responsible for coordinating law enforcement response to the emergency or such other officer whom he shall designate shall be the commanding officer at the scene or location for which police assistance is sought from other Agencies (herein called the "Incident Commander"). He or she may request that his or her dispatcher request assistance from any other Agency or Agencies.
3. Command at Scene, Release of Resources. The responding personnel or the chief officer from each Agency sending personnel and Resources to assist another Agency shall report to the Incident Commander upon arrival at the scene of an emergency or the location where assistance is requested, and shall follow the lawful directions of the Incident Commander with respect to the emergency. The Incident Commander shall, where reasonably able to do so, release Resources from other Agencies before releasing the Resources of his own Agency when no longer needed at the incident scene.
4. No Compensation. No Agency shall request or receive reimbursement for providing Resources to another Agency under this Agreement, except as otherwise provided herein, or except as the Agencies otherwise agree.
5. No Waiver of Immunity. Nothing herein shall be construed to waive any of the privileges and immunities associated with law enforcement or other related services, including emergency medical services, or of any other nature of any of the Agencies.
6. Workers Compensation, Insurance, Benefits. Each Agency shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.
7. Governmental Immunity. All Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. Sections 63G-7-101 to -904 (2011), as amended (the

“Act”). Subject to and consistent with the terms of the Act, each Party shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other party, its employees, officers, or agents. No Party waives any defenses or limits of liability available under the Act and other applicable law. All Parties maintain all privileges, immunities, and other rights granted by the act and all other applicable law.

8. Termination. Any Agency may terminate its participation under this Agreement by giving each other Agency to the Agreement 30-days prior written notice of its intent to terminate participation in it. Any obligations incurred by any Agency to any other hereunder prior to termination, including obligations under paragraph 7, shall survive the termination of this Agreement.
9. Satisfaction of Responsibility. This Agreement shall not relieve any Agency of any obligation imposed upon it by law, provided that the performance of a responding Agency may be offered in satisfaction of any such obligation of the Agency requesting assistance to the extent of actual and timely performance by the responding Agency.
10. Additional Agencies. Any subdivision of the State of Utah not specifically named herein (“Prospective Agency”) which shall hereafter sign this Agreement or a copy hereof shall become an Agency hereto provided that it employ law enforcement officers, and provided that it first give 30-days written notice to each Agency hereto of its intent to become an Agency, and provided that a majority of the Agencies shall not within 30 days thereafter notify the LEADS Chief in writing that they object to the Prospective Agency becoming a party hereto, then the LEADS Chief or his designee shall promptly notify the Prospective Agency that its application was rejected. A Prospective Agency thus rejected may reapply for membership hereunder after one year has passed. Any Agency which becomes a newly accepted Agency to the Agreement is entitled to all the rights and privileges and subject to the obligations of any Agency as set out herein.
11. No Separate Legal Entity. No separate legal entity is created by this Agreement, however, to the extent that any administration of this Agreement becomes necessary, then the Agencies’ police chiefs, or their designees, shall constitute a joint board for such purpose.
12. No Effect on Other First Response Agreements. This Agreement shall supersede any previous Multi-jurisdictional Mutual Aid Agreement for Sheriff and Police Services among some of the Agencies, but this Agreement shall not supersede those existing agreements of Agencies which provide for first response or assistance by one Agency’s law enforcement department within the political boundaries of another on a regular or routine basis.
13. Whole Agreement, Modification. This Agreement constitutes the whole agreement of the parties, and replaces all prior agreements and understanding, written or oral, between the parties. This Agreement may be modified only by a writing signed by all parties hereto.

14. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.
15. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or persona not named as an Agency specifically herein, or which does not later become a signatory hereto as provided herein.
16. Agency Personnel Not Agents of the Other. The employees of the Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the entity which hired them. Each Agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless there from. The Agencies shall not be liable for compensation or indemnity to any other Agency's employee for any injury or sickness arising out of his or her employment, and the Agencies shall not be liable for compensation or indemnity to any Agency employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.
17. Real or Personal Property. The Agencies do not anticipate that they will acquire or hold any real or personal property in this cooperative undertaking, but in the event that any such property is acquired by the Agencies jointly for the undertaking, and paid for by two or more of them, then it shall be divided as the contributing Agencies' representatives shall agree, or, if no agreement is reached, then it shall be divided according to their respective payments for the property, or, if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the Agencies' proportionate share of the purchase of the item of property.
18. Counterparts. This Agreement may be executed in original counterparts, each of which will be deemed an original.
19. Titles and Captions. The titles and captions of this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out below.

AGENCY: _____

DATE: _____

Title: _____

ATTEST:

APPROVED AS TO LEGAL
FORM AND COMPLIANCE WITH
APPLICABLE LAW:

Title: _____

Title: _____

Council Meeting of March 13, 2019

Agenda Item Number: Bi

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of a Memorandum of Understanding for Major Traffic Collision Investigations.

SUMMARY: Approve a Resolution authorizing the Mayor to execute a Memorandum of Understanding with the Unified Police Department, Salt Lake City Police Department, South Salt Lake Police Department, Sandy City Police Department, Draper City Police Department, Cottonwood Heights Police Department, and Murray City Police Department that allows for cooperation and sharing of expertise in Collision Analysis and Reconstruction in vehicular accidents that result in a fatality or critical/unstable medical rating for an involved party.

(see additional information included on subsequent pages)

**FISCAL/ASSET
IMPACT:**

No Fiscal impact. The West Jordan Police Department will designate at least one officer to participate with the other departments in providing mutual assistance in collision analysis and reconstruction for major traffic collision investigations. This will part of an existing officer's regular duties.

STAFF

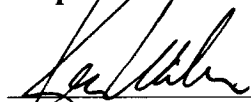
RECOMMENDATION: Staff believes participation in the Memorandum of Understanding for Major Traffic Collision Investigations is appropriate, in the best interest of the City, and therefore recommends approval of the resolution authorizing the mayor to execute the same.

MOTION

RECOMMENDED: "I move to adopt Resolution 19-54, a Resolution Authorizing the Mayor to Execute a Memorandum of Understanding for Major Traffic Collision Investigations."

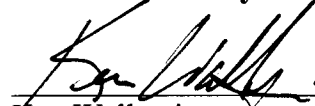
Roll Call vote required.

Prepared and to be Presented by:



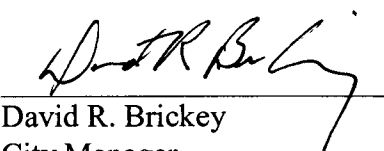
Ken Wallentine
Chief of Police

Recommended by:



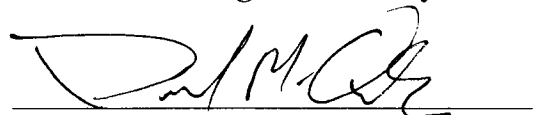
Ken Wallentine
Chief of Police

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed for Legal Sufficiency:



City Attorney's Office

BACKGROUND DISCUSSION:

The Unified Police Department (“UPD”) and Salt Lake City Police Departments (“SLCPD”) have established Collision Analysis and Reconstruction Teams (“CAR Teams”) that provide assistance with investigations of traffic accidents resulting in potentially fatal or fatal injuries in Salt Lake City, the jurisdictional boundaries of UPD’s service area, and to the municipalities located in Salt Lake County that sign the attached Memorandum of Understanding (“MOU”). Signing this MOU will require the West Jordan Police Department (“WJPD”) to integrate at least one of its officers into an existing CAR Team when the team is called out to an accident and for that officer to cooperate in the investigative process with the CAR Team. Such integration will allow UPD, SLCPD, WJPD, and the other signing agencies to combine and share collective capabilities, expertise, and resources. Such collaborative efforts will result in better traffic safety and a broader collective knowledge of collision analysis and reconstruction in Salt Lake County.

WJPD currently has two officers that have been participating in a CAR Team. This MOU will simply formalize their participation in the CAR Team and define the terms upon which the agencies will coordinate. In addition, signing this MOU will allow continued access to the current standing CAR Teams should a fatal or near fatal accident occur within West Jordan, and allow the City’s officers to enhance their skills in vehicular collision investigations, reconstructions, and case preparations. The collaborative efforts that are achieved through this MOU will improve overall effectiveness and efficiency in comprehensive investigations through on-scene responses, training sessions, and technical reconstructive efforts. The WJPD currently has the capability to dedicate officers to continue participation in CAR investigations as part of their regular duties without impacting police services in the City. For those reasons, the Police Department believes participation in this MOU and continued integration of WJPD’s officers into existing CAR Teams and CAR investigations is in the best interest of the Police Department and the health, safety, and welfare of the citizens of West Jordan.

THE CITY OF WEST JORDAN, UTAH

Resolution No. 19-54

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR
MAJOR TRAFFIC COLLISION INVESTIGATIONS**

WHEREAS, the City of West Jordan desires to coordinate with other cities in the investigation of fatal and near-fatal vehicular accidents; and

WHEREAS, the Memorandum of Understanding for Major Traffic Collision Investigations allows for such coordination by integrating West Jordan Police Department's officers into standing Collision Analysis and Reconstruction Teams; and

WHEREAS, participation in the Memorandum of Understanding will enhance West Jordan Police Officers' skills in vehicular collision investigations, reconstructions, and case preparations; and

WHEREAS, access to and participation in standing Collision Analysis and Reconstruction Teams will benefit the City of West Jordan's residents by providing them will access multi-jurisdictional specialized investigative methods.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN CITY, UTAH AS FOLLOWS:

Section 1. The City Council authorizes and directs the Mayor to execute the Memorandum of Understanding for Major Traffic Collision Investigations.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

Alan Anderson

Dirk Burton

Zach Jacob

Chad Lamb

Chris McConnehey

Kayleen Whitelock

Mayor Jim Riding

"YES"

"NO"

THE CITY OF WEST JORDAN, UTAH

Resolution No. 19-54

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR
MAJOR TRAFFIC COLLISION INVESTIGATIONS**

WHEREAS, the City of West Jordan desires to coordinate with other cities in the investigation of fatal and near-fatal vehicular accidents; and

WHEREAS, the Memorandum of Understanding for Major Traffic Collision Investigations allows for such coordination by integrating West Jordan Police Department's officers into standing Collision Analysis and Reconstruction Teams; and

WHEREAS, participation in the Memorandum of Understanding will enhance West Jordan Police Officers' skills in vehicular collision investigations, reconstructions, and case preparations; and

WHEREAS, access to and participation in standing Collision Analysis and Reconstruction Teams will benefit the City of West Jordan's residents by providing them will access multi-jurisdictional specialized investigative methods.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN CITY, UTAH AS FOLLOWS:

Section 1. The City Council authorizes and directs the Mayor to execute the Memorandum of Understanding for Major Traffic Collision Investigations.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

"YES"

"NO"

Alan Anderson

Dirk Burton

Zach Jacob

Chad Lamb

Chris McConnehey

Kayleen Whitelock

Mayor Jim Ridding

MEMORANDUM OF UNDERSTANDING FOR MAJOR TRAFFIC COLLISION INVESTIGATIONS

THIS MEMORANDUM OF UNDERSTANDING (“MOU” or “Agreement”) is made and entered into this _____ day of _____, 2018, by and between UNIFIED POLICE DEPARTMENT (“UPD”), a body corporate and politic of the State of Utah; the Salt Lake City Police Department (“SLCPD”), a department of Salt Lake City Corporation, a Utah municipal corporation; and other signatory cities (“Signatory Departments”). UPD, SLCPD and Signatory Departments are sometimes collectively referred to in this MOU as the “Parties” and individually as a “Party.”

RECITALS

A. The UPD’s and SLCPD’s Collision Analysis and Reconstruction (CAR) Teams (the “CAR Teams aka Platoons”) provides assistance with investigations for traffic accidents resulting in potentially fatal or fatal injuries in Salt Lake City, the jurisdictional boundaries of UPD’s service area, and to the municipalities located in Salt Lake County that sign this Agreement.

B. The Signatory Departments desire to integrate with the CAR Teams in order to enhance officers’ skills in vehicular collision investigations, reconstructions, and case preparations and to more equitably share the work load. The collaborative efforts will improve the overall effectiveness and efficiency in comprehensive investigations through on-scene responses, training sessions, and technical reconstructive efforts.

C. The Parties declare that there is both an agency and community-wide need to integrate officers from Signatory Departments with officers from the CAR Teams and to form a new CAR Team comprised of officers primarily from Signatory Departments, that will allow UPD, SLCPD, and others to combine and share collective capabilities, expertise, and resources.

D. The integration is a matter of citizen and traffic safety and is in the best interest of the public and the Parties' respective officers.

E. The Parties recognize that full participation in the investigative process and follow up, including completion of interviews, reports, and reconstructions is essential to the full functioning of the CAR Teams and a failure by any Party to commit necessary personnel and resources to that end will result in a suspension of that entity from this MOU.

F. Pursuant to this MOU, UPD, SLCPD, and the Signatory Departments desire to enter into this agreement to integrate officers from the UPD's and SLCPD's CAR Units into the Signatory Departments' CAR investigations. Likewise, UPD and SLCPD desire to enter into this agreement to integrate officers from the Signatory Departments into the existing major collision investigations so as to receive full assistance and cooperation in the CAR investigations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Deployment.** The Signatory Departments hereby agree to participate by supplying at least one officer and resources to a current CAR Team. Currently the following agencies have standing CAR Units: Unified Police Department of Greater Salt Lake (Teams A and B), and the Salt Lake City Police Department (Team C). A new fourth unit may be formed from Signatory Departments shortly after the effective date of this agreement (Team D). Each Team will at a minimum consist of: a Team Leader, investigating officers, and reconstruction personnel. Each Signatory Department shall deploy one (1) or more officers to respond with the CAR Unit upon notification of a requested scene response based on Team assignment. CAR Unit officers will provide the venue agency with all investigative related data for a collision reconstruction.

2. Responses. Officers described in Section 1 will respond to serious traffic accidents within CAR Agreement jurisdictions, including, but not limited to, traffic accidents resulting in potentially fatal or fatal injuries upon notification of a requested scene response. A SLCPD Lieutenant will be the initial CAR Team Coordinator. This Lieutenant will be responsible for assigning CAR Teams to respond. This position will rotate on an annual basis based upon the agreement of the SLCPD Chief and the UPD Chief, after consultation with the other Signatory Department Chiefs. The call for a CAR Team to respond will not occur until responding patrol officers have verified a fatality or critical/unstable medical rating is made. It is recognized that Signatory Departments' assigned officers will be fully involved in investigations and follow up as a specific condition of continued participation in this Agreement. Unjustified failure to respond on CAR Unit call outs or investigations by any Signatory Department will result in suspension of CAR Unit investigations within that jurisdiction as set forth below. The Team Coordinator shall notify the Department Chief of any deficiencies in performance of any CAR Team or Team member.

The Car Team Coordinator will notify the Department's Chief of any material failure by their dedicated officers to complete assigned CAR investigation tasks and provide a period for correction. If any deficiency is not corrected as agreed upon by the Coordinator and Chief, the deficient officer's Department will be suspended from this Agreement and no CAR Team will respond to accidents within that jurisdiction until such time as the Car Team Coordinator and suspended Party's Chief agree that the deficiency is remedied and will not recur. If a Department's designated officers materially fail to complete assigned CAR tasks a second time, the Party will be suspended from the MOU for a period of six months and will not receive any CAR Team responses during that time period. If a Department's designated officers materially fails to complete assigned CAR tasks a third time, the Signatory Department will be removed from the

Agreement and will no longer receive a CAR response, unless readmitted by unanimous agreement of the other signing Parties after a period of no less than one year.

3. **Venue Agency Call--Supervision.** When a CAR Team responds to a request for assistance, the CAR Team officers will operate under the supervision of the CAR Team Leader, and the Team Leader will cooperate with the venue supervisor or assigned investigator ("Venue Supervisor"). The Team Leader is responsible for the supervision of the investigation. The Venue Supervisor is responsible for overall incident command. Unless the investigation is in an area of primary UPD or SLCPD jurisdiction, UPD and SLCPD officers will provide assistance and support to the investigation, but the primary responsibility including follow up and reconstructive efforts will be the responsibility of the venue agency, with assistance from the assigned Unit, as needed. The overall coordinator shall be a CAR Unit Leader

4. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

5. **Effective Date.** This Agreement shall become effective when the Parties each execute an original or copy of this Agreement as required by law.

6. **Term.** This Agreement shall be effective upon execution by both Parties and shall continue for a period of five (5) years from the date of execution ("Term"). This Agreement can be renewed for an additional five (5) year period upon mutual agreement and declaration by the Parties.

7. **Termination.** Any Party may terminate this Agreement at any time, with or without cause, by giving thirty (30) calendar days prior written notice to the other Parties.

8. **Equipment and Facilities.** The Parties will continue to own and maintain the individual facilities, apparatus, and equipment provided to their designated investigators. The

Parties shall furnish and supply all appropriate and necessary basic equipment and training materials to their own participating investigators.

9. Command Structure.

(A) **Supervision.** The CAR Team Coordinator is responsible for coordination of the CAR Teams and shall be responsible for assigning CAR Teams. The CAR Team Leader shall be responsible for the overall CAR Team investigation and shall maintain absolute command of the CAR Team through all related CAR Team investigations.

(B) **Incident Command.** On investigations inside a participating city's corporate limits, the Signatory Department shall be Incident Command. Responsibilities of Incident Command shall include, but are not limited to, rendering first aid, protecting the crime scene, establishing a crime scene log, conducting traffic and crowd control, and coordination of initial documentation.

(C) **Cross Jurisdiction Authority.** Commanders, supervisors, and officers from both parties shall have authority across agency lines.

10. Training. Training for CAR Team members will be conducted regularly by UPD or SLCPD. This training will be conducted by UPD or SLCPD participating officers, though Team D assigned Officers can also conduct training when appropriate in the discretion of the CAR Team Coordinator, and supervisors are welcome and encouraged to attend. All officers shall have equal access to training opportunities. The minimum expectation is that each Party's representatives will achieve at least basic reconstruction certifications; however, ongoing advanced training is recommended. Specialized training not provided by the CAR Team shall be paid for by their respective departments.

11. Personnel. Participating Departments will designate at least one officer that will participate, with Team Leading Departments committing more officers as appropriate.

Participating officers shall notify their respective CAR Team Leader if they are unable to respond on a CAR Team call out. Additionally, participating officers will be accountable to their own chain of command with respect to adhering to their respective department policies. It is preferred that the officers assigned from participating agencies are assigned to the CAR Unit for a minimum of two years.

12. Call Outs. Upon a request for a scene response from the CAR Unit, the requesting agency will contact UPD dispatch and request a CAR Team response from the CAR Team Coordinator or designee. For the purpose of CAR Team callouts, the designated participating agency's team member(s) will be notified by an electronic message/text on their cellular phone(s). The CAR Team Leader will communicate applicable information such as agency case number, location, victim(s) condition, type of incident and any other pertinent information in regards to the callout. If the participating agency's member(s) is unable to respond to the callout, the member(s) should contact, as soon as possible, the CAR Team Leader.

13. Report Writing. All CAR Team officers who respond to and participate in investigations will author a timely, detailed report of all actions and observations and forward it to the requesting venue's detective to be entered into their records management system in reference to the case number.

14. Policy. Participating supervisors and officers will adhere to their individual department policies, State law, County ordinances, and City ordinances.

15. Insurance. The Parties shall be solely responsible for providing workers' compensation, benefits, overtime and payroll for its own employees who provide services under this Agreement. Each Party shall obtain insurance, become a member of risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement. Each Party shall secure workers' compensation benefits

for its employees performing services under this Agreement consistent with Utah Code Ann. §§ 34A-2-201 to -212 (1953, as amended). Nothing in this agreement shall be construed as intent to create a double coverage for insurance.

16. Immunity Act and Indemnification. The UPD, SLCPD and Signatory Departments are governmental entities as set forth in the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq (the “Immunity Act”). Consistent with the terms of the Immunity Act, and as provided therein, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which are committed by it or its agents, officials, or employees. Neither Party: (a) waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable laws; or (b) waives any limits of liability currently provided by the Immunity Act. The Parties agree to indemnify each other and hold each other harmless from any damages or claims for damages occurring to persons or property as a result of the negligence or fault of their own officers, employees, or agents involved in the matters described in this Agreement. The Parties further agree to notify each other of any claims or actions under which one Party may have to indemnify the other within thirty (30) days of receiving such claim or actions.

17. Non-Funding. The parties acknowledge that funds are not presently available for the performance of this Agreement beyond the end of each Party’s fiscal year. Each Party’s obligation for performance of this Agreement beyond that date is contingent upon future funds being appropriated for participation in this Agreement. If (a) sufficient funds are not appropriated and budgeted in any fiscal year; or (b) there is a reduction in appropriations due to insufficient revenue, that results in insufficient funds being available for participation in this Agreement, then this Agreement shall create no obligation on the Party lacking funding as to such fiscal year (or any succeeding fiscal year). Instead, this Agreement will terminate and become null and void on

the first day of the fiscal year for which funds were not budgeted and appropriated; or, in the event of reduction in appropriation, on the last day before the reduction becomes effective. Such termination will be without penalty of any kind whatsoever to the Party lacking funding, including any penalty that would prevent the Party from rejoining the Agreement if funding is restored.

18. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the Parties as set forth below. (placeholder for each signatory party)

UPD: Salt Lake County Sheriff
Unified Police Department
3365 S. 900 W.
Salt Lake City, UT 84119

With a copy to:
Harry Souvall
Chief Legal Counsel
3365 S. 900 W.
Salt Lake City, UT 8411

SLCPD Chief of Police
Salt Lake City Police Department
475 S 300 E,
Salt Lake City, UT 84111

West Jordan
Police Department: West Jordan Police Chief
West Jordan Police Department
8040 South Redwood Road
West Jordan, Utah 84088

South Salt Lake
Police Department Chief of Police
South Salt Lake City Police Department
2835 South Main Street
So. Salt Lake City, Utah 84115

Sandy City Police
Department Chief of Police
Sandy City Police Department

10000 Centennial Pkwy #111.
Sandy, UT 84070

Draper City Police Chief of Police
Department Draper City Police Department
 1020 Pioneer Rd.
 Draper, UT 84020

Cottonwood Heights Chief of Police
Police Department Cottonwood Heights Police Department
 2277 Bengal Blvd.
 Cottonwood Heights, UT 84121

Murray City Police Chief of Police
Department Murray City Police Department
 5025 State St.
 Murray, UT 84107

19. Claims and Disputes. Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing during any such litigation, UPD and SLCPD shall continue to provide integrated CAR Unit services in accordance with the terms of this agreement.

20. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

21. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns, and verbs shall include the plurals and vice versa.

22. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

23. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

24. Time. Time is of the essence.

25. Survival. All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement, unless the Agreement or participation in the Agreement is earlier terminated as provided for in the Agreement.

26. Waiver. Failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy available upon a breach shall not constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any Party by notice delivered in the manner provided for in this Agreement may, but shall be under no obligation to, waive any of its rights or conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. A waiver shall not affect or alter the remainder of this Agreement; each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other right or obligation.

27. Rights and Remedies. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one of more of the provisions of this Agreement shall not preclude the exercise of any other provision hereof.

28. Severability. In the event that any condition, covenant or other provision hereof is held invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

29. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

30. No Interlocal Entity. Pursuant to Utah Code Ann § 11-13-206, the Parties agree that they do not by this Agreement create an interlocal entity.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first recited above.

CITY:

CITY OF _____, a Utah municipality

By: _____

APPROVED AS TO FORM

By: _____
City Attorney

Dated: _____

UNIFIED POLICE DEPARTMENT

By: _____

Title: _____

APPROVED AS TO FORM

By: _____
Chief Legal Counsel

Dated: _____

Council Meeting of March 13, 2019

Agenda Item Number: 2j

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of a Memorandum of Understanding for CAOR Offender Watch Access.

SUMMARY: Approve a Resolution authorizing the Mayor to execute a Memorandum of Understanding ("MOU") with the Utah Department of Corrections that would allow the West Jordan Police Department to have electronic access to the Child Abuse Offender Registry ("CAOR") Watch database.

(see additional information included on subsequent pages)

**FISCAL/ASSET
IMPACT:**

There is no fiscal impact. The MOU simply allows the West Jordan Police Department to have access to the CAOR Watch database if it takes certain training and puts certain confidentiality safeguards in place.

STAFF

RECOMMENDATION: Staff believes participation in the CAOR Offender Watch Access Memorandum of Understanding is appropriate, in the best interest of the City, and therefore recommends approval of the resolution authorizing the mayor to execute the same.

MOTION

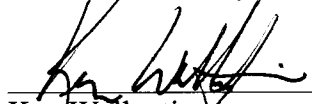
RECOMMENDED: "I move to adopt Resolution 19-55, a Resolution Authorizing the Mayor to Execute a Memorandum of Understanding for CAOR Offender Watch Access."

Roll Call vote required.

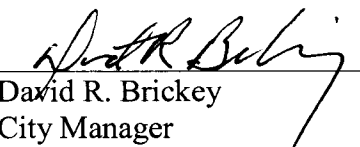
Prepared and to be Presented by:


Ken Wallentine
Chief of Police

Recommended by:


Ken Wallentine
Chief of Police

Authorized for Council Consideration:


David R. Brickey
City Manager

Reviewed for Legal Sufficiency:


City Attorney's Office

BACKGROUND DISCUSSION:

In 2017, the Utah Legislature created the Child Abuse Offender Registry to be administered through the Utah Department of Corrections. The CAOR is intended to collect, analyze, maintain, and disseminate information about child abuse offenders. The law requires police agencies, the courts, and the Department of Corrections to report arrests and convictions of individuals for child abuse related crimes. Access to the CAOR database will be very helpful to the Police Department in responding to calls and investigating instances of child abuse that occur in the City, and provide greater protection to the children who live in the City.

There is no cost for the Police Department to access the CAOR database. All that is required is for employees who have access to the database to sign a user agreement, not unlike a Bureau of Criminal Investigation agreements regularly signed by City employees. The Department of Corrections will provide training on how to use and properly access the CAOR database.

THE CITY OF WEST JORDAN, UTAH

Resolution No. 19-55

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR
CAOR OFENDER WATCH ACCESS**

WHEREAS, the Utah Department of Corrections maintains a Child Abuse Offender Registry Watch database; and

WHEREAS, electronic access to the Child Abuse Offender Registry Watch database would be beneficial in the investigation of child abuse in the City of West Jordan; and

WHEREAS, the Utah Department of Corrections will grant the City of West Jordan Police Department access to the database on certain terms and conditions at no cost.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN CITY, UTAH AS FOLLOWS:

Section 1. The City Council authorizes and directs the Mayor to execute the Memorandum of Understanding for CAOR Offender Watch Access.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council	"YES"	"NO"
Alan Anderson	_____	_____
Dirk Burton	_____	_____
Zach Jacob	_____	_____
Chad Lamb	_____	_____
Chris McConnehey	_____	_____
Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

MEMORANDUM OF UNDERSTANDING CAOR OFFENDER WATCH ACCESS

This Memorandum of Understanding (MOU) is between the Utah Department of Corrections (UDC) and the West Jordan Police Dept (AGENCY) for electronic access to the Child Abuse Offender Registry (CAOR) Offender Watch database.

This MOU is effective beginning 01/01/2019 and ends on 12/31/2021.

REQUIREMENTS:

AGENCY shall have in place a signed CAOR Offender Watch Non-UDC User Agreement for each employee with access to the system. AGENCY shall provide equipment and resources necessary to facilitate database access.

In requesting access to CAOR Offender Watch, AGENCY agrees to and understands that:

- Data in the system is only as reliable as the information offenders have supplied.
- UDC or Watch Systems, Inc. may occasionally take the database offline without warning or notice.
- Only users with an approved user agreement in place will be granted access to the database.
- AGENCY users shall attend and pass an initial training provided by UDC Registry personnel before access to the database will be granted.
- Additionally, user access shall be renewed yearly. Users shall complete an annual re-certification provided by UDC Registry to maintain their access.
- If AGENCY requires support, contact the Sex/Kidnap/Child Abuse Offender Registry at 801-495-7700 or the UDC Help Desk at 801-538-5777. UDC shall provide training, connection information, and login information.
- Any use of information contained in CAOR Offender Watch shall be in strict compliance with U.C.A. 77-41, U.C.A. 63G-2, any other applicable State of Utah statutes, and UDC policies.
- Internet identifiers reported by offenders in CAOR Offender Watch shall only be used by AGENCY in accordance with U.C.A. 77-41-105(10).

MEMORANDUM OF UNDERSTANDING CAOR OFFENDER WATCH ACCESS

MOU between UDC and West Jordan Police Dept

- If AGENCY is granted data-entry access to CAOR Offender Watch, said data-entry shall be performed accurately and expeditiously, and in accordance with training and guidance provided by the UDC Sex/Kidnap/Child Abuse Offender Registry office. Failure to comply may result in termination of access for User and/or Agency. Periodic audits shall be performed by UDC Registry personnel on AGENCY data entry to ensure accuracy.
- UDC Help Desk will only provide direct support for system status, connection information, and login problems. All other requests will be forwarded to the appropriate individual/entity.
- UDC makes no representation, either implied or expressed that the information contained in CAOR Offender Watch is updated and/or reliable. AGENCY acknowledges and understands that while much of the information is of record, some information will change without notice to AGENCY.
- AGENCY agrees to notify UDC within three (3) working days whenever one of AGENCY's employees, who had access to CAOR Offender Watch, terminates their AGENCY employment, or is placed on Administrative leave from AGENCY duties.
- AGENCY hereby understands and agrees that UDC makes no warrant, implied or otherwise, as to the information contained in CAOR Offender Watch. In consideration of AGENCY being provided access to CAOR Offender Watch, AGENCY further expressly agrees to release UDC, its directors, employees and successors from any and all claims, actions, demands, rights, causes of action and liabilities, either in law or in equity, based on any bodily injury, disability, death, financial loss, property loss, damage or destruction, or any harm of whatever nature that may occur by AGENCY's access and/or utilization of the information contained in CAOR Offender Watch. AGENCY further expressly agrees to indemnify, defend and hold harmless UDC, its directors, employees and successors from and against any and all claims, suits, demands, liabilities, judgments, loss damages, destruction, injury, death, and/or any costs and expenses (including, but not limited to attorney's fees) arising from or in connection with AGENCY's allowing installation of CAOR Offender Watch on AGENCY'S computer system, or arising from or in connection with AGENCY'S access and/or utilization of the information contained in CAOR Offender Watch.

MEMORANDUM OF UNDERSTANDING
CAOR OFFENDER WATCH ACCESS

MOU between UDC and West Jordan Police Dept

- Alternative to the immediately preceding point, in the event both parties to this MOU are governmental entities as defined by the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.), both parties shall be governed by that Act. Nothing in this MOU shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this MOU be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this MOU is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuits brought against it. There are no indemnity obligations between the parties.

UDC reserves the right to terminate this MOU at any time, should AGENCY fail to comply with any of the provisions contained herein.

<hr/>	<hr/>
Signatory's Name and Title for AGENCY	Signature/Date

<u>Dan Blanchard Director Div of AP&P</u> <hr/>	<hr/>
Signatory's Name and Title for UDC	Signature/Date

Effective 5/9/2017**77-41-105 Registration of offenders -- Offender responsibilities.**

- (1) An offender convicted by any other jurisdiction is required to register under Subsection (3) and Subsection 77-41-102(9) or (17). The offender shall register with the department within 10 days of entering the state, regardless of the offender's length of stay.
- (2)
 - (a) An offender required to register under Subsection 77-41-102(9) or (17) who is under supervision by the department shall register in person with Division of Adult Probation and Parole.
 - (b) An offender required to register under Subsection 77-41-102(9) or (17) who is no longer under supervision by the department shall register in person with the police department or sheriff's office that has jurisdiction over the area where the offender resides.
- (3)
 - (a) Except as provided in Subsections (3)(b), (c), and (4), and Section 77-41-106, an offender shall, for the duration of the sentence and for 10 years after termination of sentence or custody of the division, register every year during the month of the offender's date of birth, during the month that is the sixth month after the offender's birth month, and also within three business days of every change of the offender's primary residence, any secondary residences, place of employment, vehicle information, or educational information required to be submitted under Subsection (8).
 - (b) Except as provided in Subsections (4) and (5), and Section 77-41-106, an offender who is convicted in another jurisdiction of an offense listed in Subsection 77-41-102(9)(a) or (17)(a), a substantially similar offense, or any other offense that requires registration in the jurisdiction of conviction, shall:
 - (i) register for the time period, and in the frequency, required by the jurisdiction where the offender was convicted if that jurisdiction's registration period or registration frequency requirement for the offense that the offender was convicted of is greater than the 10 years from completion of the sentence registration period that is required under Subsection (3)(a), or is more frequent than every six months; or
 - (ii) register in accordance with the requirements of Subsection (3)(a), if the jurisdiction's registration period or frequency requirement for the offense that the offender was convicted of is less than the registration period required under Subsection (3)(a), or is less frequent than every six months.
 - (c)
 - (i) An offender convicted as an adult of any of the offenses listed in Section 77-41-106 shall, for the offender's lifetime, register every year during the month of the offender's birth, during the month that is the sixth month after the offender's birth month, and also within three business days of every change of the offender's primary residence, any secondary residences, place of employment, vehicle information, or educational information required to be submitted under Subsection (8).
 - (ii) This registration requirement is not subject to exemptions and may not be terminated or altered during the offender's lifetime, unless a petition is granted under Section 77-41-112.
 - (iii) If the offense does not involve force or coercion, lifetime registration under this Subsection (3)(c) does not apply to an offender who commits the offense when the offender is under 21 years of age. For an offense listed in Section 77-41-106, an offender who commits the offense when the offender is under 21 years of age is required to register in accordance with this chapter for 10 years after termination of sentence or custody of the division, unless a petition is granted under Section 77-41-112.

- (d) For the purpose of establishing venue for a violation of this Subsection (3), the violation is considered to be committed:
 - (i) at the most recent registered primary residence of the offender or at the location of the offender, if the actual location of the offender at the time of the violation is not known; or
 - (ii) at the location of the offender at the time the offender is apprehended.
- (4) Notwithstanding Subsection (3) and Section 77-41-106, an offender who is confined in a secure facility or in a state mental hospital is not required to register during the period of confinement.
- (5) In the case of an offender adjudicated in another jurisdiction as a juvenile and required to register under this chapter, the offender shall register in the time period and in the frequency consistent with the requirements of this Subsection (5). However, if the jurisdiction of the offender's adjudication does not publish the offender's information on a public website, the department shall maintain, but not publish the offender's information on the Sex Offender and Kidnap Offender Registration website.
- (6) An offender who is required to register under Subsection (3) shall surrender the offender's license, certificate, or identification card as required under Subsection 53-3-216(3) or 53-3-807(4) and may apply for a license certificate or identification card as provided under Section 53-3-205 or 53-3-804.
- (7) A sex offender who violates Section 77-27-21.8 regarding being in the presence of a child while required to register under this chapter shall register for an additional five years subsequent to the registration period otherwise required under this chapter.
- (8) An offender shall provide the department or the registering entity with the following information:
 - (a) all names and aliases by which the offender is or has been known;
 - (b) the addresses of the offender's primary and secondary residences;
 - (c) a physical description, including the offender's date of birth, height, weight, eye and hair color;
 - (d) the make, model, color, year, plate number, and vehicle identification number of any vehicle or vehicles the offender owns or regularly drives;
 - (e) a current photograph of the offender;
 - (f) a set of fingerprints, if one has not already been provided;
 - (g) a DNA specimen, taken in accordance with Section 53-10-404, if one has not already been provided;
 - (h) telephone numbers and any other designations used by the offender for routing or self-identification in telephonic communications from fixed locations or cellular telephones;
 - (i) Internet identifiers and the addresses the offender uses for routing or self-identification in Internet communications or postings;
 - (j) the name and Internet address of all websites on which the offender is registered using an online identifier, including all online identifiers used to access those websites;
 - (k) a copy of the offender's passport, if a passport has been issued to the offender;
 - (l) if the offender is an alien, all documents establishing the offender's immigration status;
 - (m) all professional licenses that authorize the offender to engage in an occupation or carry out a trade or business, including any identifiers, such as numbers;
 - (n) each educational institution in Utah at which the offender is employed, carries on a vocation, or is a student, and any change of enrollment or employment status of the offender at any educational institution;
 - (o) the name, the telephone number, and the address of any place where the offender is employed or will be employed;
 - (p) the name, the telephone number, and the address of any place where the offender works as a volunteer or will work as a volunteer; and
 - (q) the offender's social security number.

(9) Notwithstanding Section 42-1-1, an offender:

(a) may not change the offender's name:

(i) while under the jurisdiction of the department; and

(ii) until the registration requirements of this statute have expired; and

(b) may not change the offender's name at any time, if registration is for life under Subsection (3) (c).

(10) Notwithstanding Subsections (8)(i) and (j) and 77-41-103(1)(c), an offender is not required to provide the department with:

(a) the offender's online identifier and password used exclusively for the offender's employment on equipment provided by an employer and used to access the employer's private network; or

(b) online identifiers for the offender's financial accounts, including any bank, retirement, or investment accounts.

Amended by Chapter 290, 2017 General Session

Council Meeting of March 13, 2019

Agenda Item Number: BK

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of a Memorandum of Understanding between the Utah Internet Crimes Against Children Task Force and the West Jordan Police Department.

SUMMARY: The Utah Internet Crimes Against Children Task Force ("ICAC Task Force") is a taskforce operated by the Utah Attorney General's Office and funded through federal grants from the Department of Justice. The Memorandum of Understanding ("MOU") is to formalize the working relationship between the West Jordan Police Department ("WJPD") and ICAC Task Force and secure a grant from the ICAC Task Force for WJPD's participation in ICAC investigations.

(see additional information included on subsequent pages)

**FISCAL/ASSET
IMPACT:**

Under the MOU, the ICAC Task Force will provide WJPD with a \$5,000 grant through the end of the fiscal year to be used exclusively for participation in ICAC investigations, training, and public outreach and education.

STAFF

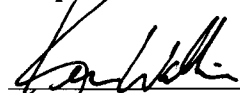
RECOMMENDATION: Staff believes participation in the Memorandum of Understanding between the ICAC Task Force and WJPD is appropriate, in the best interest of the City, and therefore recommends approval of the resolution authorizing the mayor to execute the same.

MOTION

RECOMMENDED: "I move to adopt Resolution 19-56, a Resolution Authorizing the Mayor to Execute a Memorandum of Understanding between the Utah Internet Crimes Against Children Task Force and the West Jordan Police Department."

Roll Call vote required.

Prepared and to be Presented by:



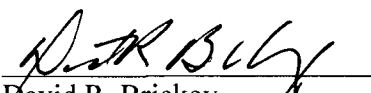
Ken Wallentine
Chief of Police

Recommended by:



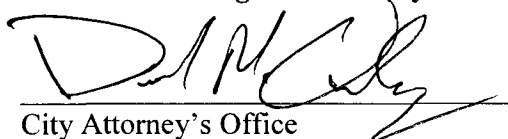
Ken Wallentine
Chief of Police

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed for Legal Sufficiency:



City Attorney's Office

BACKGROUND DISCUSSION:

The Utah Attorney General's Office is the recipient of a United States Department of Justice grant to enforce laws regarding internet crimes against children. The Attorney General's Office in turn uses the grant monies to administer and operate the ICAC Task Force. The ICAC Task Force is part of a national network of state and local law enforcement cybercrime units intended to develop an effective response to cyber enticement and child pornography cases. The work of the ICAC Task Force encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases. Two components of the ICAC Task Force's mission statement are to provide training and equipment to those involved in investigating and prosecuting ICAC and provide community education regarding the prevention of ICAC.

The purpose of this MOU is to formalize the working relationship between the WJPD, and the ICAC Task Force, as well as to delineate the responsibilities and expectations of each party. By signing this MOU, the WJPD is agreeing to join the ICAC Task Force for the primary purpose of investigating crimes against children that occur in some relationship with the Internet or other electronic media devices. By becoming an affiliate with the ICAC Task Force, the WJPD, will benefit from grant resources, joint operations, and training opportunities. The ICAC Task Force will benefit from the investigative support of the WJPD.

As part of the MOU, the Attorney General's Office will award the WJPD a \$5,000 grant for the fiscal year of July 1, 2018 through June 30, 2019, to be used and implemented by the WJPD to help fund the officers assigned from the WJPD. The grant funds can only be used for the following purpose: 1) Over-time for officers assigned to ICAC investigations for work performed on ICAC cases; 2) Training and travel costs associated with approved ICAC training; 3) Equipment and office supplies as they relate to ICAC case work; 4) Software and Internet lines as they relate to ICAC case work; 5) Travel cost associated with ICAC case work; and 6) Public education presentations and applicable material to aid in these presentations.

THE CITY OF WEST JORDAN, UTAH

Resolution No. 19-56

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE UTAH INTERNET CRIMES AGAINST CHILDREN TASK FORCE AND THE WEST JORDAN POLICE DEPARTMENT.

WHEREAS, the City of West Jordan desires to coordinate with the Utah Attorney General's Office in the investigation and prevention of internet crimes against children; and

WHEREAS, coordination with the Attorney General's Office's Internet Crimes Against Children Task Force can provide the City of West Jordan with grant resources, joint operations, and training opportunities to help best investigate and prevent internet crimes against children; and

WHEREAS, the Memorandum of Understanding will allow for coordination and expanded resources to investigate and prevent internet crimes against children.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN CITY, UTAH AS FOLLOWS:

- Section 1. The City Council authorizes and directs the Mayor to execute the Memorandum of Understanding between the Utah Internet Crimes Against Children Task Force and the West Jordan Police Department.
- Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

"YES"

"NO"

Alan Anderson

Dirk Burton

Zach Jacob

Chad Lamb

Chris McConnehey

Kayleen Whitelock

Mayor Jim Riding

MEMORANDUM OF UNDERSTANDING

Utah INTERNET CRIMES AGAINST CHILDREN TASK FORCE and
West Jordan Police Department

PARTIES

The Utah Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet crimes against children (ICAC), and the Office utilizes this grant to administer and operate the ICAC Task Force. Notwithstanding anything outlined herein, the agreement between the Parties shall be subject to any restrictions, limitations, or requirements of the OJJDP grant.

This Memorandum of Understanding (MOU) is entered into by the Utah Attorney General's Office, administrator of the grant funds and the Utah ICAC Task Force, and the West Jordan Police Department, with the Utah ICAC Task Force.

OVERVIEW / MISSION STATEMENT

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

Therefore, the mission of the Utah Attorney General's ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC.

PURPOSE

The purpose of this MOU is to formalize the working relationship between the West Jordan Police Department, and the Utah Attorney General's ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, the West Jordan Police Department, agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating crimes against children that occur in some

relationship with the Internet or other electronic media devices. By becoming an affiliate with the Utah ICAC Task Force, the West Jordan Police Department, will benefit from grant resources, joint operations, and training opportunities. By entering into this MOU, the Utah Attorney General's ICAC Task Force will benefit from the investigative support from the West Jordan Police Department.

INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other Utah Attorney General's ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. In addition, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards, incorporated herein by reference (see attached). West Jordan Police Department further agrees to abide by standards and protocols of the Utah ICAC Task Force (see Best Practices Manual, incorporated herein by reference), and that investigators will attend and follow national and local ICAC training. Violation of the ICAC Operational and Investigative Standards and/or Utah Task Force standards and protocols is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency.

REQUIREMENTS OF ICAC INVESTIGATIONS INVOLVING AFFILIATE INVESTIGATORS

West Jordan Police Department, agrees that only sworn peace officer(s), assigned as ICAC investigator(s), will conduct undercover ICAC investigations. Each investigator involved with undercover operations shall receive ICAC training prior to initiating proactive investigations. This training can be received through ICAC nationally approved trainings and/or training programs through the Utah ICAC Task Force.

West Jordan Police Department ICAC investigator(s), will conduct reactive investigations, including investigations of child pornography, Cyberline referrals from NCMEC, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

When requested, the West Jordan Police Department ICAC investigator(s), will provide agents assigned to the Utah ICAC Task Force access to ICAC investigative files, including computer records, in order to ensure compliance with all national ICAC standards. The Utah ICAC Task Force will also provide case file information when requested to the West Jordan Police Department.

West Jordan Police Department is responsible to provide all West Jordan Police Department ICAC investigator(s) with a secured work area with controlled access to all

equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets or devices that are encrypted and under the control of investigators assigned to ICAC cases through the West Jordan Police Department with restricted access to authorized personnel only.

West Jordan Police Department, will conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Forces.

GRANT REQUIREMENTS

The Office of the Utah Attorney General has awarded West Jordan Police Department with a state grant for the amount of \$5,000 for the fiscal year of July 1, 2018 through June 30, 2019, to be used and implemented by the West Jordan Police Department. This grant is to partially fund the ICAC affiliate officers/agents assigned from the West Jordan Police Department, in regard to crimes against children as they relate to the Internet and other electronic media. These cases include but are not limited to Sexual Exploitation of a Minor, Possession/Distribution/Manufacturing of Child Pornography, and Enticing a Minor over the Internet, etc.

The funds awarded in this grant are to be used only for the following purpose: 1) Over-time of ICAC affiliate Task Force members who are actively working cases that relate to the overview of the OJJDP National ICAC Task Forces and the Mission Statement of the Utah ICAC Task Force; 2) Training and travel costs associated with approved ICAC Training; 3) Equipment and office supplies as they relate to ICAC case work; 4) Software and Internet lines as they relate to ICAC case work; 5) Travel cost associated with ICAC case work; and 6) Public education presentations and applicable material to aid in these presentations.

In order to help facilitate the continued receipt of federal funds supportive of the grant contemplated herein, West Jordan Police Department agrees that by accepting the grant amount from the Office of the Utah Attorney General, they will not enter into any agreement or otherwise accept additional funds from any other source that are specifically granted for the purpose of ICAC related investigations (i.e., "no double dipping" from funds specifically for the purpose of funding ICAC investigations). This provision shall not limit West Jordan Police Department from seeking other funds for non-ICAC related investigations, or federal funds for other or general law enforcement activities, equipment, etc.

SUPERVISION

West Jordan Police Department will be responsible for the operational supervision, administrative control, and personal and professional conduct of their ICAC investigator(s). ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

LIABILITY

West Jordan Police Department is responsible and liable for the acts and omissions of its own investigator(s), or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own investigator(s) or employees that occur within the scope of their official duties.

REPORTING STATISTICS

The assigned West Jordan Police Department ICAC investigator(s), shall submit monthly statistics to the Utah Attorney General's ICAC Commander on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the ICAC Data System (IDS) by the **10th** day of each month and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each case of sexual exploitation of a minor (child pornography) and criminal solicitation of a minor (enticement/traveler) case investigated by the assigned West Jordan Police Department ICAC investigator(s). The Utah Attorney General's Office will then be responsible for all required reporting to OJJDP and the State of Utah.

TRAINING & EQUIPMENT

West Jordan Police Department shall make their ICAC investigator(s) designated as Task Force members available for applicable specialized training provided through the National ICAC program, the Utah ICAC Task Force and other appropriate training programs. The Utah Attorney General's Office will review training requests as they relate to National ICAC programs. West Jordan Police Department will be required to pay the normal salary of their staff member(s) while they are attending the training. The West Jordan Police Department can apply for a hardship scholarship with the Utah Attorney General's Office to include per diem costs, hotel costs and transportation to and from the

approved ICAC training. The West Jordan Police Department can also apply for a hardship scholarship with the Utah Attorney General's Office to buy needed equipment such as computer(s).

CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence and will only be shared with participating ICAC Task Force members, ICAC affiliates and/or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

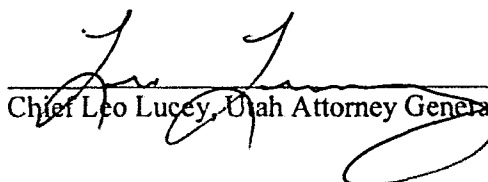
EFFECTIVE DATE

This agreement shall be effective on July 1, 2018 and continue until such time as state funding for the Grant ends (June 30, 2019) or the agreement is canceled by either party upon written notice delivered to both The Office of the Utah Attorney General and the West Jordan Police Department.

Entered into this day of _____, 2019.

Name and Title of Agency Representative

Representative's Signature



Chief Leo Lucey, Utah Attorney General's Investigation Division

REQUEST FOR COUNCIL ACTION

SUBJECT: Appointment of members to serve on the various city committees.

SUMMARY: West Jordan Municipal Code authorizes City Council to appoint members to serve on various city committees.

FISCAL IMPACT: None

STAFF RECOMMENDATION:

Staff recommends approving the attached Resolution appointing members to various city committees.

MOTION RECOMMENDED:

"I move to approve Resolution # 19- 57 , appointing members to serve on various city committees.

[Roll Call vote required]

Prepared by:



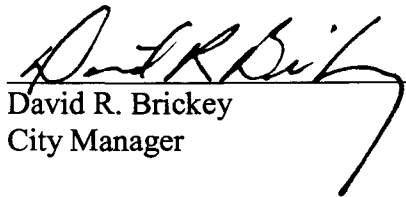
Heather Everett
Sr. Executive Assistant

Recommended and to be Presented by:



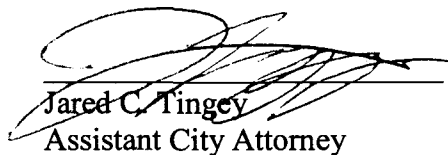
Korban Lee
Assistant City Manager

Authorized for Council consideration:



David R. Brickey
City Manager

Reviewed for legal sufficiency:



Jared C. Tingey
Assistant City Attorney

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 19-57

A RESOLUTION APPOINTING MEMBERS TO
VARIOUS CITY COMMITTEES.

Whereas, the City Council is authorized, pursuant to the West Jordan Municipal Code, to appoint members to serve on various City committees; and

Whereas, the City Council desires to consent to these appointments,

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. Pursuant to the provisions of Section 2-6-2 of the West Jordan Municipal Code, the City Council hereby appoints the following member to serve on the Western Stampede Committee for the term of office expiring as listed below:

Jennifer Mayne (Recommended by Mayor Riding)

30 Sep 2020

Section 2. Pursuant to the provisions of Section 2-1-2 of the West Jordan Municipal Code, the City Council hereby appoints the following member to serve on the Events Committee for the term of office expiring as listed below:

Jeff Glauser (Recommended by Chad Lamb)

31 Dec 2020

Section 3. The City Council's appointments are contingent upon the completion of all required and necessary city forms.

Section 4. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk/Recorder

Voting by the City Council:

"YES"

"NO"

Councilmember Alan Anderson

Councilmember Dirk Burton

Councilmember Zach Jacob

Councilmember Chad Lamb

Councilmember Christopher McConnehey

Councilmember Kayleen Whitelock

Mayor Jim Riding

Council Meeting Date: March 13, 2019

Agenda Item Number: 10a

REQUEST FOR COUNCIL ACTION

SUBJECT: **Amending and Adopting the City of West Jordan Rental Dwelling License Fees as set forth in Exhibit "A" and authorize staff to update the Consolidated Schedule of Fees and Service Charges in accordance with this resolution.**

SUMMARY: The proposed resolution amends and adopts new rental dwelling license fees in accordance with current state law and the Zions Public Finance Inc. fee study. This resolution will amend the administrative base fee and the Good Landlord fees and provides a fee reduction for Good Landlord participation.

(see additional information included on subsequent pages)

**FISCAL/ASSET
IMPACT:**

There is no negative fiscal impact to the City. Bringing the City's Rental Dwelling Licensing Fees into compliance with state law may result in increased license fees.

**STAFF
RECOMMENDATION:**

Staff recommends to adopt the fees as set forth in Exhibit "A", to bring the City's Rental Dwelling License Fees into compliance with state law and the Zions Public Finance fee study.

**MOTION
RECOMMENDED:**

"I move to adopt Resolution No. 19-58, amending and adopting the City of West Jordan Rental Dwelling License Fees as set forth in exhibit "A" and authorizing staff to update the Consolidated Schedule of Fees and Service Charges in accordance with this Resolution."

Roll Call vote required

Prepared and to be Presented by:



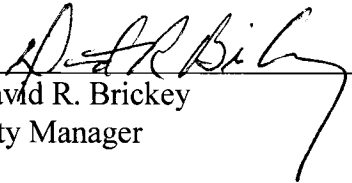
Brock Hudson
Community Preservation Director

Recommended by:



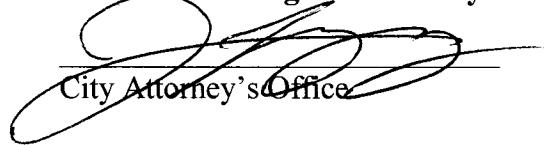
Brock Hudson
Community Preservation Director

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed for Legal Sufficiency



City Attorney's Office

STAFF BACKGROUND DISCUSSION AND RECOMMENDATION:

This resolution will change the rental dwelling fees to come into compliance with state statute and include a reduced disproportionate fee for participating in the Good Landlord Program and a higher disproportionate fee for those properties not participating in the Good Landlord Program.

Background

In May 2017, the Utah Legislature passed Utah Code 10-1-203.5 stating that a disproportionate rental fee and fee reduction could be adopted by a municipality in association with a Good Landlord Program. In order to meet the standards of this statute, a municipal services study must be completed.

The City commissioned Zions Public Finance, Inc. to complete a municipal services study in 2017 ("Fee Study"). The original Fee Study was approved by Council on May 23, 2018, by Resolution 18-100.

In reviewing the fee study and surrounding municipalities, there are changes in the rental dwelling fees that need to be addressed. The City of West Jordan has not changed the rental dwelling fees since 2009. The base fees and the Good Landlord Program fees will be adjusted to come in line with surrounding municipalities and the Fee Study as set forth in Exhibit "A".

Recommendation

Staff recommends to adopt the fees as set forth in exhibit "A" and recommended by the Zions Public Finance Fee Study to bring the City's rental dwelling license and Good Landlord Program fees into compliance with state law and recover the increased costs of services through disproportionate fees.



Melanie S. Briggs, MMC

City Clerk

8000 South Redwood Road

West Jordan, Utah 84088

(801) 569-5117

Fax (801) 563-4716

THE CITY OF WEST JORDAN, UTAH

NOTICE OF PUBLIC HEARING

A public hearing will be held before the City of West Jordan City Council **Wednesday, March 13, 2018, at the hour of 5:30 p.m.**, in the City Council Chambers at 8000 South Redwood Road, Third Floor, West Jordan, Utah, to receive public comments and consider amending the Uniform Fee Schedule regarding Rental License Fees and Good Landlord Fees. Copies of the City Council agenda packet for the items listed below will be available at the City offices, or on the [City Council Agenda](#) webpage the Friday prior to the meeting.

Published this 3rd day of March 2019

Melanie S Briggs, MMC

City Clerk

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-58

A RESOLUTION AMENDING AND ADOPTING THE CITY OF WEST JORDAN RENTAL DWELLING LICENSE FEES AS SET FORTH IN EXHIBIT "A" AND AUTHORIZING STAFF TO UPDATE THE CONSOLIDATED SCHEDULE OF FEES AND SERVICE CHARGES IN ACCORDANCE WITH THIS RESOLUTION

WHEREAS, the State of Utah requires that cities establish Disproportionate Rental fee and fee reduction in conjunction with a Good Landlord program; and

WHEREAS, the State of Utah requires a municipal services study be completed to determine the disproportionate rental fees; and

WHEREAS, in 2017, the City of West Jordan commissioned a fee study be completed by Zions Public Finance, Inc. and accepted the study on May 23, 2018, by Resolution 18-100; and

WHEREAS, City Council requested staff amend the Rental Dwelling Fees in the Consolidated Schedule of Fees and Service Charges by utilizing the Zions Public Finance Inc. study and current costs; and

WHEREAS, the City of West Jordan has not raised Rental Dwelling fees since 2009; and

WHEREAS, the City Council finds it necessary to amend and adopt the Disproportionate Rental Dwelling Fees, attached as Exhibit "A", and amend the Consolidated Schedule of Fees and Service Charges.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Amend Fees; The Disproportionate Rental Dwelling Fees are hereby amended and adopted as set forth and incorporated by reference in Exhibit "A"

Consolidated Schedule of Fees and Service Charges; Staff is hereby authorized to update the Consolidated Schedule of Fees and Service Charges in accordance with this Resolution and Exhibit "A"

Effective Date; This Resolution shall begin implementation on the 1st day of July, 2019.

Adopted by the City Council of West Jordan, Utah, this _____ day of _____ 2019.

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Recorder

Voting by the City Council

Council Member Alan Anderson
Council Member Dirk Burton
Council Member Zach Jacob
Council Member Chad R. Lamb
Council Member Chris McConnehey
Council Member Kayleen Whitelock
Mayor Jim Riding

"YES"

"NO"

EXHIBIT "A"

Rental Dwellings	Base Fee	Per Unit Disproportionate Amount
Single Family Good Landlord Participant	\$ 41.00	\$ 20.00
Single Family Good Landlord Non-participant	\$ 41.00	\$ 160.00
Duplex - Good Landlord Participant	\$ 41.00	\$ 20.00
Duplex - Good Landlord Non-participant	\$ 41.00	\$ 32.00
Multi-Unit - Good Landlord Participant	\$ 41.00	\$ 20.00
Multi-Unit - Good Landlord Non-participant	\$ 41.00	\$ 162.00
Mobile Home - Base + \$30.00 Per Pad	\$ 41.00	\$ 30.00
Condominium - Good Landlord Participant	\$ 41.00	\$ 20.00
Condominium - Good Landlord Non-Participant	\$ 41.00	\$ 227.00

REQUEST FOR COUNCIL ACTION

SUBJECT: Impact Fees, Utah Islamic Center

SUMMARY: Approve a request from Russel Naylor for a waiver or reduction of impact fees for the Utah Islamic Center.

FISCAL AND/OR

ASSET IMPACT: None.

STAFF RECOMMENDATION:

Staff recommends approval of a custom impact fee as prepared by Tischler Bise, Inc. the City's impact fee consultant.

MOTION RECOMMENDED:

"I move to adopt Resolution No. ~~9-59~~ authorizing City staff to assess a custom impact for the Utah Islamic Center."

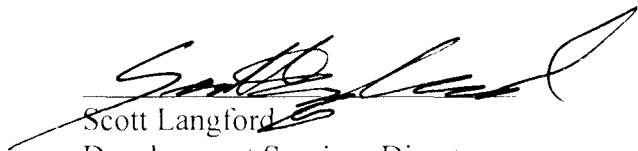
[Roll Call vote required.]

Prepared and Presented by:



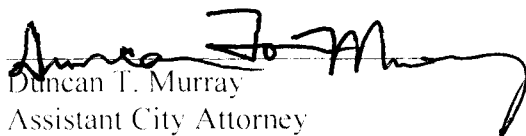
Nate Nelson, P.E.
City Engineer

Reviewed by:



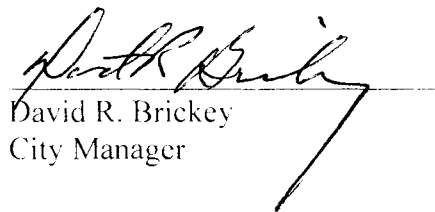
Scott Langford
Development Services Director

Reviewed as to Legal Sufficiency



Duncan T. Murray
Assistant City Attorney

Authorized for Council Consideration by:



David R. Brickey
City Manager

BACKGROUND DISCUSSION:

The City has received an appeal from the Utah Islamic Center for a waiver or reduction of traffic and stormwater impact fees. After conducting background research, it was found that the storm water impact fee was paid previously (2009) when the property was subdivided and therefore is no longer a subject of this appeal.

The City impact fee schedule does not have a specific line item for churches and places of worship. In the past churches have been assessed impact fees at the same rate as Office/Institutional. This was by direction of a previous City Manager. The applicant in this case has asked for a waiver or reduction of the traffic impact fees because, as a place of worship, the traffic generated is much less than a typical office building. Mr. Naylor has stated that the mosque will only generate about 10-12 visits per day other than Friday afternoons when up to 200 congregants will arrive for prayers. Staff believes that assessing the mosque at the same rates as commercial office may not be a fair grouping and has therefore requested our impact fees consultant, Tischler Bise, Inc., to review this request and conduct the calculations that would be more proportional for places of worship. Using this new calculation, we are proposing to amend the fee schedule to include a specific impact fee rate for all future places of worship. The fee schedule will be updated in the near future to include the new rate, but in the meantime we are requesting Council action to approve the attached impact fee for the Utah Islamic Center according to the proposed new rate as calculated by Tischler Bise, Inc.

The custom impact fee assessment is attached. Based on the custom assessment, staff recommends the applicant be assessed a total impact fee of \$52,781. The actual amount to be collected is \$36,505.82 since the storm impact fee was paid previously by the subdivider of the property.



INVOICE

3/5/2019

Office of Development Assistance

8000 S Redwood Road
West Jordan, UT 84088
Phone: (801) 569-5180

Application: 15854

NAYLOR, RUSS
10459 SOUTH 1300 WEST, SUITE 201
SOUTH JORDAN, UT 84095

UTAH ISLAMIC CENTER
MINOR - SUBDIVISION

FEE DESCRIPTION	QUANTITY	FEE AMOUNT	AMOUNT PAID
APPEAL - CITY COUNCIL	0.00	1,150.00	1,150.00
ENG REVIEW FEE APPLICATION	0.00	1,000.00	0.00
ENG REVIEW FEE APPLICATION	0.00	1,000.00	1,000.00
IMPACT FEE SEWER 2	1.00	10,454.00	0.00
IMPACT FEE WATER 2	1.00	11,899.00	0.00
IMPACT FEE FIRE WAREHOUSE Church	13,985.00	475.49	0.00
IMPACT FEE POLICE WAREHOUSING Church	13,985.00	587.37	0.00
IMPACT FEE ROAD WAREHOUSING Church	13,985.00	13,089.96	0.00
SUBDIVISION MINOR FINAL	1.00	1,255.00	0.00
SUB PLAT MINOR PRELIMINARY	1.00	1,055.00	1,055.00
WATER METER CONNECTION 2" CULL	1.00	2,394.62	0.00
WATER METER 1"	1.00	536.71	0.00

Total Fees: \$44,897.15

Total Paid \$3,205.00

Unpaid Balance: \$41,692.15

THANK YOU FOR YOUR BUSINESS!

Page 1 of 1



Prior Assessment - Office Category

INVOICE

2/26/2019

Office of Development Assistance

8000 S Redwood Road
West Jordan, UT 84088
Phone: (801) 569-5180

Application: ~~15854~~

NAYLOR, RUSS
10459 SOUTH 1300 WEST, SUITE 201
SOUTH JORDAN, UT 84095

UTAH ISLAMIC CENTER
MINOR - SUBDIVISION

FEE DESCRIPTION	QUANTITY	FEE AMOUNT	AMOUNT PAID
APPEAL - CITY COUNCIL	0.00	1,150.00	0.00
ENG REVIEW FEE APPLICATION	0.00	1,000.00	0.00
ENG REVIEW FEE APPLICATION	0.00	1,000.00	1,000.00
IMPACT FEE FIRE OFFICE	13,985.00	3,678.06	0.00
IMPACT FEE POLICE OFFICE	13,985.00	1,062.86	0.00
IMPACT FEE ROAD OFFICE	13,985.00	23,858.41	0.00
IMPACT FEE SEWER 2	1.00	10,454.00	0.00
IMPACT FEE WATER 2	1.00	11,899.00	0.00
STORM DRAIN IMPACT OFFICE <i>Paid 2009</i>	1.06	16,275.24	0.00
SUBDIVISION MINOR FINAL	1.00	1,255.00	0.00
SUB PLAT MINOR PRELIMINARY	1.00	1,055.00	1,055.00
WATER METER CONNECTION 2" CULL	1.00	2,394.62	0.00
WATER METER 1"	1.00	536.71	0.00

Total Fees: \$75,618.90

Total Paid \$2,055.00

Unpaid Balance: \$73,563.90

THANK YOU FOR YOUR BUSINESS!

Page 1 of 1

NICHOLS NAYLOR ARCHITECTS

10459 SOUTH 1300 WEST SUITE 201
SOUTH JORDAN UT, 84095
(801) 487-3330



February 26, 2019

West Jordan City Council
8000 South Redwood Road
West Jordan Utah 84088

Re: Utah Islamic Center
Impact Fee Appeal

Dear City Council Members,

My name is Russell Naylor. I am the architect responsible for the design of the new Utah Islamic Center Mosque Facility to be constructed at 984 West 9000 South. I have been busy working on the design with the Islamic Centers board for the past two years. The plan to build the mosque was conceived in 2006. The members of the community have contributed to the project building fund. The fund has grown each year. In 2014 the 984 West 9000 South property was selected for the center and the property was purchased. The project is totally dependent on member contributions. Their religion does not permit them to borrow construction funding where interest is charged for the use of funds.

We would like to begin construction in March. We have development department approval for the site plan and building department approval for the construction drawings. CRC construction has been selected as our general contractor.

We were on track and moving forward until we received the invoice for the impact fees from the Development Services Coordinator. While we expecting to have to pay fees for the building permits and utility connection and impact fees. The proposed fees in two areas do not seem consistent with what we perceive the impact the Mosque will have on the city infrastructure.

The first fee is the Road Impact Fee. We were advised that since there is not a specific classification for religious buildings that the "Office" classification was used. There is a significant difference in the number and frequency of car trips per day for and an office building and a Mosque. The office building has a consistent number of employees traveling to work during peak travel times morning and evening. Also, office clients visiting an office

create additional traffic throughout the working day. The Mosque makes prayer facilities available throughout the day but prayer services Monday – Thursday are attended by no more than 10-12 members per day. The only prayer service attended by a significant number is held on Friday Afternoons from 1:30pm – 2:30pm. Attendance at this meeting will vary from under 100 up to 200 on rare occasions. The mosque is located on a private road accessed from a State Arterial Highway less than a mile from Interstate 15. It should also be noted that the members of the Mosque live in communities from Murray to Lehi. A majority of the members will travel to the facility on the Interstate and 90th South. If it would be possible to calculate the highway fee using a classification that more accurately reflects our location and building use it would be greatly appreciated.


The second Fee is the storm drain fee. Our property is located immediately west of the Salt Lake Canal. The master drainage plan for the development includes a detention basin west of the canal sized to collect the surface flow from the 3 lots with a regulated discharge into the canal. **Given our specific situation we will not have any connection into the West Jordan Storm Drain Facilities.** We are requesting if possible, the Storm Drain Impact fee be waived.

We are working on a very tight budget and as I described the Utah Islamic Center has worked for over 12 years collecting donations to make the Mosque a reality.

We would appreciate your favorable consideration of our appeal.

Your planning staff and Planning commission have been very complimentary about our design. The facility will be a beautiful addition to the gateway into West Jordan City. Please contact me with any additional Questions.

Respectfully,


Russ Naylor
Nichols Naylor Architects

Impact Fee, Appeal Application



Office of Development Assistance
8000 South Redwood Road, 2nd Floor, South
West Jordan, Utah 84088
Phone 801-569-5180

Petitioners Name: UTAH ISLAMIC CENTER / KHAJA DIN
Project Location: 984 W. 9000 S. WEST JORDAN
Sidwell # _____ Acreage: 1.06

Applicant / Consultant: SAME AS PETITIONER

Address: 235 W. 9000 S.

City: SANDY State: UT. Zip Code: 84070

Phone & Fax: 801-255-2212 Fax: _____

E-Mail (if applicable): utislamiccenter@gmail.com

Property Owner UTAH ISLAMIC CENTER

(If a different from Applicant): " SAME "

Address: _____

City: _____ State: _____ Zip Code: _____

Phone _____

E-Mail: _____

City Council Appeals:

<input type="checkbox"/> Board of Adjustments Variance Request - BOAV	\$800
<input type="checkbox"/> Board of Adjustment Expansion of Non-Conforming Use - BOAE	\$800
<input type="checkbox"/> Sign Plan Review/Appeal - SPP	\$250
<input checked="" type="checkbox"/> City Council - ACC	\$1,150
<input type="checkbox"/> Appeal of Administrative Decision - AAD	\$980
<input type="checkbox"/> Appeal to Board of Adjustments - ABOA	\$250

For ODA Staff Only

MUNIS # 15854

Date Received 2-26-19 Meeting Date & Time: _____
Received By ODA: [Signature] Planner: [Signature] Engineer: [Signature]

...

West Jordan City Code:

Impact Fees, <https://sterlingcodifiers.com/>

Title 3/ Chapter 7

...

3-7-13: CHALLENGE OF IMPACT FEE ASSESSMENT:

- A. Any person or entity required to pay an impact fee, may challenge the impact fee if the impact fee does not meet the requirements of Utah code section 11-36a-101 et seq.
- B. Within thirty (30) days after paying an impact fee, the person or entity that has paid the impact fee and wishes to challenge the impact fee shall file a written challenge petition to the city council. The city council shall make its decision regarding the applicability and legality of the impact fee within thirty (30) days after challenge was filed. (2001 Code § 89-8-113; amd. Ord. 13-28, 7-31-2013)

...

**West Jordan City Clerk's Office:
Please Sign, Date, Time when received.**

Clerk Signature: _____

Date: _____ **Time:** _____

...

Petitioner please attach your written challenge letter, appeal fee receipt showing payment, also please deliver to the City Clerk's office at West Jordan City Hall, 3rd Floor, North, Administration Office, 8000 South Redwood Road, West Jordan, Utah 84084

CITY OF WEST JORDAN
UNIFORM SCHEDULE OF FEES AND SERVICE CHARGES
Effective January 22, 2019

XXV. Miscellaneous	Fee	Last Revised
Return Check Processing Fee	\$20 per check	7,1,07
City Personnel and/or Equipment/Services/Material	Fee will be the actual direct and indirect costs of providing City personnel or equipment or both.	7,1,07

Appendix A: IMPACT FEES

XXVI. Impact Fees (Effective May 25, 2017)

Residential (per housing unit)	Parks	Fire	Police	Roads
Single Family	\$3,201	\$33	\$192	\$2,333
Multi Family	\$2,498	\$26	\$150	\$1,690

Non-residential (per sq. ft.)

Commercial	0	\$0.158	\$0.118	\$ 2.706
Office	0	\$0.263	\$0.076	\$ 1.706
Industrial	0	\$0.142	\$0.017	\$ 0.392
Warehousing	0	\$0.072	\$0.016	\$ 0.365
Hospital	0	\$0.233	\$0.061	\$ 1.359
Nursing Home	0	\$0.185	\$0.035	\$ 0.781

New Category * *Church* Non-residential (per bed) 0 .034 .042 .936

Assisted Living	0	\$53	\$12	\$273
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Non-residential (per room)

Motel	0	\$34	\$25	\$578
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Residential (per housing unit)	Water	Sewer
Single Family	\$2,514	\$1,973
Multi Family	\$994	\$873

Non-residential (meter size)	Water	Sewer
0.75"	\$2,514	\$1,973
1.00"	\$4,274	\$3,353
1.50"	\$8,296	\$6,509
2.00"	\$13,324	\$10,454
3.00"	\$26,900	\$21,106

Meters larger than 3": fee based on annualized average day demand and the net capital cost per gallon of capacity.

Last revised

1,1,19

(Per Acre)	Storm
Single Family	\$7,165
Multi-Family	\$12,283
Commercial	\$18,425
Office	\$15,354
Industrial	\$12,283
Warehousing	\$12,283
Hospital	\$15,354
Nursing Home	\$15,354
Assisted Living	\$15,354
Motel	\$18,425

CITY OF WEST JORDAN
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Nate Nelson

From: Ben Griffin <ben@tischlerbise.com>
Sent: Monday, March 4, 2019 3:50 PM
To: Nate Nelson
Cc: Scott Langford; Kristi Peterson
Subject: Re: Impact Fee Appeal

Nate,

If you add a "religious worship" category to the fee schedule, the Utah Islamic Center will pay \$52,781 in impact fees (compared to \$67,228 using the office category). The non-utility totals below represent the cost per 1,000 square feet (KSF). The analysis assumes religious worship facilities have 0.44 employees per KSF and generate 9.11 trip ends per KSF.

Parks: \$0

Fire: \$34 (\$79.37 per employee x 0.44 employees per KSF)

Police: \$42 (\$9.24 per vehicle trip x 9.11 average weekday trip ends per KSF x 50% pass-by trip adjustment)

Transportation: \$936 (\$52.72 per vehicle trip x 5.20 average miles per trip x 9.11 average weekday trip ends per KSF x 50% pass-by trip adjustment x 75% trip length weighting factor)

Total Non-Utility: \$1,012 per KSF

Water: \$11,899 (no change)

Sewer: \$10,454 (no change)

Stormwater: \$16,275 (no change)

If this sounds agreeable, I can provide a memo that includes data sources and revised fee schedules.

Benjamin Griffin
Senior Fiscal / Economic Analyst
TischlerBise, Inc.
301-320-6900 x16 (o)
601-594-9987 (m)

On Mar 4, 2019, at 9:48 AM, Ben Griffin <ben@tischlerbise.com> wrote:

Nate,

Give me a call when you're in the office so we can discuss this.

Benjamin Griffin
Senior Fiscal / Economic Analyst
TischlerBise, Inc.
301-320-6900 x16 (o)
601-594-9987 (m)

On Mar 1, 2019, at 3:27 PM, Nate Nelson <nate.nelson@westjordan.utah.gov> wrote:

Hi Ben, the City has received an impact fee appeal from a proposed development called the Utah Islamic Center. The center is located on the east side of the City in a low area near the Jordan River. Stormwater is collected on the site, detained and then discharged into the North Jordan Canal which is privately owned. Downstream from the site, water is diverted from the canal through a City system and then ultimately discharged into the Jordan River. The Islamic center has requested a waiver of the storm impact fee of \$16,275 on the basis that they don't believe their project will have any connection into the West Jordan stormdrain facilities. We have had these types of requests before and the answer always seems to be that overall system improvements are disbursed and paid for equitably by all of the new developments throughout the City based on the average amount of hard surfaces attributed to different land uses. I was wondering you could consider this request and provide a brief reply as to whether the request has merit. Or does the fee have to be directly be tied to a specific impact.

Also, they are requesting a waiver for the traffic impact fee of \$13,985 based on their use as a church that only sees traffic on one day of the week other than light prayer traffic throughout the weekday. We do not have an impact fee category for places of worship, therefore we have applied the impact fee for office space for this development. Should we have a specific rate category for places of worship? Would this warrant a custom impact fee be calculated?

Your assessment would be very helpful. Thank you and please let me know if you have any questions.

Nate Nelson, P.E.
West Jordan City Engineer

8000 South Redwood Road
West Jordan UT
801-569-5072

<Scanner@wjordan.com_20190301_103842.pdf>

3-7-14: ADJUSTMENTS, CREDITS AND EXEMPTIONS:

- A. A person may petition the city council for an adjustment to the standard impact fee. The city council may adjust the fee if it finds that there are unusual circumstances which affect the petitioner and that the impact fees are being imposed fairly when adjusted.
- B. The city council may adjust the amount of the impact fee to be imposed on a particular development based upon studies and data submitted by the developer.
- C. The city council may:
 - 1. Exempt low income housing and other development activities with broad public purposes from impact fees and establish one or more sources of funds other than impact fees to pay for that development activity;
 - 2. Impose an impact fee for public facility costs previously incurred by a local political subdivision to the extent that new growth and development will be served by the previously constructed improvement; and
 - 3. Allow a credit against impact fees for any dedication of land for, improvement to, or new construction of, any system improvements provided by the developer if the facilities are:
 - a. Identified in the impact fee facilities plan; and
 - b. Required by the local political subdivision as a condition of approving the development activity. (Ord. 13-28, 7-31-2013)

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19- 59

A RESOLUTION AUTHORIZING THE APPROVAL OF A CUSTOM IMPACT FEE FOR UTAH ISLAMIC CENTER

Whereas, the City Council of the City of West Jordan has determined that it is in the best interest of the City to create a custom impact fee for Utah Islamic Center based on studies, data, and information provided by impact fee consultants Tischler Bise, Inc. and

Whereas, the City Council of the City of West Jordan desires that churches and places of worship should have a specific impact fee rate, which should be less than other uses with more significant impacts on the community; and

Whereas, the City Council is authorized to approve a custom impact fee, pursuant to City Code Section 3-7-14.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The City Staff is hereby authorized and directed to assess a custom impact fee for the Utah Islamic Center in the total amount of \$52,781, which is found to be a fair adjustment under the circumstances.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council:

"YES"

"NO"

Council Member Alan Anderson
Council Member Dirk Burton
Council Member Zach Jacob
Council Member Chad Lamb
Council Member Chris McConnehey
Council Member Kayleen Whitelock
Mayor Jim Riding

REQUEST FOR CITY COUNCIL ACTION

SUBJECT: Amend 2009 City Code section 13-5 Article C Planned Development Zones.

SUMMARY: Amend the 2009 West Jordan City Code Title 13 Chapter 5 Article C Planned Development Zones; City-wide applicability; City of West Jordan (applicant) [Larry Gardner #17463]

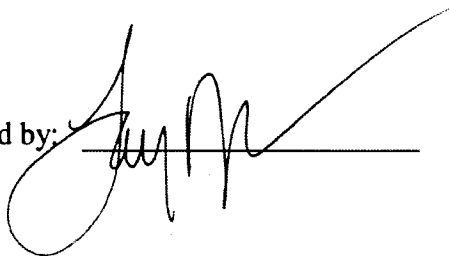
FISCAL IMPACT AND/OR ASSET IMPACT: None

STAFF RECOMMENDATION: Based on the analysis and findings contained in the Staff Report, Staff recommends that the City Council amend the 2009 West Jordan City Code Title 13 Chapter 5 Article C Planned Development Zone.

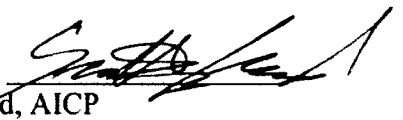
PLANNING COMMISSION RECOMMENDATION: The Planning Commission forwards a positive recommendation to amend the 2009 West Jordan City Code Title 13 Chapter 5 Article C Planned Development Zone.

MOTION RECOMMENDED: "I motion to approve ordinance No. 19-13"

Prepared and presented by:
Larry Gardner, AICP
City Planner



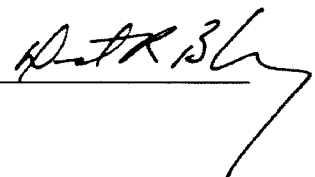
Reviewed by:
Scott Langford, AICP
Development Director



Reviewed for Legal Sufficiency by:
Duncan Murray
Assistant City Attorney



Reviewed by:
David Brickey
City Manager



I. BACKGROUND

The proposed ordinance will add new requirements to the Planned Development Zones.

II. GENERAL INFORMATION & ANALYSIS

The proposed ordinance will add new requirements to the PC and PRD zoning districts.

- A Development Agreement must be approved concurrently or before making application for a zone change of land use map amendment.
- The minimum area for a PRD zone is proposed to be 20 acres, where before it was left up to the City Council to determine the actual area.
- The minimum area for a PC zone is proposed to be 200 acres, where before it was a 50-acre minimum.
- Accessory buildings in corner side yard will be required to meet corner side setbacks of the zone in which they are located.
- Minor changes to building setbacks in PC zone are proposed.
- Multi-family buildings are proposed to be 3 stories or 45 feet instead of 2 stories and 35 feet.
- Commercial building heights are proposed to be 60 feet or 5 stories.
- All open space in PRD zones must be in maintained parks.
- The minimum open space in PC zones is proposed to be 20% instead on 15% of the gross land area.
- A minimum of 8% of the land in a PC zone is proposed to be in groomed irrigated park space with no park smaller than 2 acres.
- For every 500 residential units it is proposed in the PC zone that two of the following list be included in the development:
 - A minimum Two thousand (2000) square foot swimming pool with a minimum of eight-thousand (8,000) square feet of associated decking and a minimum two thousand (2,000) square foot covered pool house accessible to all residents of the development.
 - A pedestrian trail system around and through the development that connects to established and planned trails in the area. The minimum width of the trail shall be twelve feet (12') wide and constructed of asphalt per City standards.
 - Along all collector streets (as determined by the City) in the development ten foot (10') wide park strips with minimum two (2") inch caliper trees planted twenty-five feet (25') on center along with six foot (6') sidewalks. Trees species shall be approved by the Urban Forester and may be clustered where needed.
 - A minimum three-thousand square foot (3000) centrally located clubhouse.
 - A minimum five thousand (5,000) square foot splash pad.
 - Other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission. Items that may be considered include but are not limited to, lazy rivers, concert venues, tennis courts etc.

III. FINDINGS OF FACT

Section 13-7-D-7B, requires that prior to approval the City Council must make the following findings:

Criteria 1: *The proposed amendment conforms to the general plan and is consistent with the adopted goals, objectives and policies described therein;*

Discussion: The General Plan supports keeping ordinances current and understandable. On Page 19 it states:

“GOAL 2. CONTINUALLY AND CONSISTENTLY UPDATE THE FUTURE LAND USE MAP, ZONING MAP, AND ZONING ORDINANCE FOR EASE OF REFERENCE AND ADMINISTRATION.

Policy 3. The Zoning Ordinance shall be updated to incorporate necessary changes that

are consistent with State Code, and reflect the best and most current land use practices of the time. Zoning Ordinance modifications and updates shall be made easy for the general public and City administration to understand.

1. Consistently review the Zoning Ordinance and edit where necessary in order to eliminate redundancy and replace technical jargon with plain English. ”

Finding: The proposed amendment conforms to the General Plan and is consistent with the adopted goals, objectives and policies described therein.

Criteria 2: *The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to this title;*

Discussion: The proposed amendment will add new requirements to the Planned Development zones that will improve future developments.

Finding: The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to this title;

Criteria 3: *The proposed amendment will not create a conflict with any other section or part of this title or the general plan; and*

Discussion: The proposed amendment will have a city-wide impact in all zones. Staff has not found, at this point, any conflicts with any other sections of the 2009 City Code.

Finding: The proposed amendment will not create a conflict with any other section or part of the Municipal Code or the General Plan.

Criteria 4: *The proposed amendment does not relieve a particular hardship, nor does it confer any special privileges to a single property owner or cause, and it is only*

necessary to make a modification to this title in light of corrections or changes in public policy.

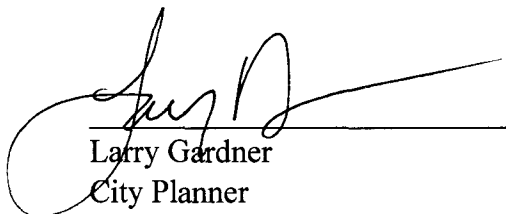
Discussion: The draft ordinance as written will have city-wide implication and will not relieve a particular hardship or grant special privileges to any one person or entity.

Finding: The proposed amendment does not relieve a particular hardship, nor does it confer any special privileges to a single property owner or cause, and it is only necessary to make a modification to this title(s) in light of corrections or changes in public policy.

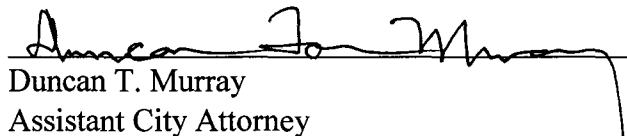
Additional Staff Report Information – Text Amendment for Planned Development Zones

The following changes were made to the proposed ordinance since the Wed., Feb. 27, 2019 Council Meeting:

1. **Section 13-5C-5A(2)** – In the current version, this subsection now reads that with regards to a parcel smaller than 200 acres, it may be re-zoned to the Planned Development Zone “. . . if the City Council, in its sole discretion, determines that the surrounding neighborhood” This verbiage allows for the Council to use discretion in allowing for smaller parcel sizes in appropriate circumstances.
2. **Section 13-5C-5C(2)(a)** – This subsection now retains the garage setback at a minimum of 5 feet (instead of changing it to 2 feet).
3. **Section 13-5C-5C(3)** – Clarifying language was added to this subsection regarding interior side yard setbacks, by adding the words “at least” in front of “thirteen feet” and the word “each” in front of “side.”
4. Additional language was added to the “Additional Amenities” chart in **Section 13-5C-6D** to make it clear that “other items deemed to be similar in nature and intensity” may be substituted for any of the items in the chart.



Larry Gardner
City Planner



Duncan T. Murray
Assistant City Attorney

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

ORDINANCE NO. 19-13

[PLANNED DEVELOPMENT ZONES]

AN ORDINANCE AMENDING TITLE 13, "ZONING REGULATIONS."

WHEREAS, the City of West Jordan adopted a City Code in 2009, for the purpose of carrying into effect and discharging all powers and duties conferred by law upon the City and its officers, employees and inhabitants, and to provide for the safety, preserve the health, promote the prosperity, improve the morals, peace, good order, comfort and convenience of the City and its inhabitants, and to protect property in the City; and

WHEREAS, the West Jordan City Council finds and determines that the purpose of the 2009 City Code, and the public health and welfare, will best be reached by the adoption of the following amendments to Title 13, Chapter 5 of the 2009 City Code.

NOW THEREFORE, IT IS ORDAINED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH:

Section 1. Title 13, Chapter 5, Article C, Sections 1, 2, 3, 5, 6, 7, and 8 of the 2009 City Code shall hereafter read as follows:

13-5C-1: PURPOSE AND INTENT:

- A. Planned Residential Development Zone: The purpose of the planned residential development (PRD) zone is to encourage imaginative, creative and efficient utilization of land by establishing development standards that provide design flexibility, allow integration of compatible residential uses, encourage consolidation of open spaces, clustering of dwelling units, and optimum land planning with greater efficiency, convenience and amenity than may be possible under the procedures and regulations of conventional zoning classifications. A planned residential development should incorporate a diversity of architectural design throughout the project. A diversity of architecture creates "timeless" communities that do not become dated or go out of style.
- B. Planned Community Zone: The purpose of the planned community (PC) zone is to encourage imaginative and efficient utilization of land through the clustering of buildings, and the integration of compatible uses (i.e., residential, commercial, recreational). The mix of uses is encouraged in order to create a convenient, efficient and effective integration of uses that create a attractive and desirable environment where employment, residential uses and leisure are close to each other. This zone is characterized by attractive buildings within a well-planned setting. It is also characterized by a design intended to mitigate the negative effects of noise, traffic and undue congestion.

C. Overall Intent: It is the intent of the city that site and building plans for planned developments be prepared by a designer or team of designers having professional competence in urban planning, site planning, and architectural and landscape architectural design. However, it is not the city's intent that design control be so rigidly exercised that individual initiative is stifled or that substantial additional expense is incurred. Rather, it is the intent of this section that the control exercised be the minimum necessary to achieve the purpose of this chapter. The intent of planned developments (PC or PRD) is to:

1. Create more attractive and more desirable environments in the city;
2. Allow a variety of uses and structures;
3. Encourage imaginative concepts in the design of neighborhood housing and mixed use projects;
4. Provide flexibility in the location of buildings on the land;
5. Facilitate and encourage social and community interaction and activity among those who live within a neighborhood;
6. Encourage the creation of a distinctive visual character and identity for each planned development;
7. Produce a market-balanced and coordinated mixture of residential uses and related public areas and design integrated private commercial facilities;
8. Encourage a range of housing types, including owner and renter occupied units, single-family detached dwellings and multiple-family structures, as well as other structural types;
9. Preserve and take the greatest possible aesthetic advantage of existing trees and other natural site features and, in order to do so, minimize the amount of grading necessary for construction of a development;
10. Provide land for the community and public at large for recreation and social purposes;
11. Achieve physical and aesthetic integration of uses and activities within each development;
12. Develop pedestrian circulation networks separated from vehicular roadways in order to create linkages between residential areas, open spaces, recreational areas and public and private facilities;
13. Planned developments are best realized in large scale developments, therefore, development on a large, planned scale is required;

14. Assure compatibility and coordination of each development with existing and proposed surrounding land uses.

15. Plan for a minimum of five percent (5%) and no more than ten percent (10%) of the overall development unit count as affordable housing as defined in Utah Code. Affordable housing shall be integrated into neighborhoods of comparably sized market rate homes. (2001 Code § 89-3-401; amd. Ord. 19-13, __-__-2019)

13-5C-2: PROCESS FOR ZONE CHANGE TO PLANNED DEVELOPMENT DESIGNATION; MASTER DEVELOPMENT PLAN REQUIRED:

- A. Approval Criteria: In order to determine if a proposed planned development will accomplish the purposes and intent of planned development zones, a Development Agreement, with an attached Master Development Plan (collectively referred to as “Master Development Plan”), shall be submitted, according to section 13-5J-10, concurrently with an application for a zone change and/or General Plan map amendment. After receiving a recommendation from the Planning Commission regarding the Master Development Plan and zone change and/or General Plan map amendment, the city council shall act on all these applications. In addition, the city council shall find that the proposed development is not in conflict with any applicable element of the city’s general plan. A Master Development Plan shall follow the expiration time frames of section 13-5J-10 D, as modified by the Master Development Plan. Each phase described in a Master Development Plan shall be submitted in the form of a Phase Development Plan, and shall be approved administratively by city staff, unless density bonuses are requested. In this case, city council approval is required, after a planning commission recommendation.
- B. Ownership At Time Of Application: Each planned residential development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property.
- C. Specification Of Mixed Uses In PC Zones: The general categories of uses to be established in a planned community zone shall be specified in the Master Development Plan. The areas to be devoted to each of the land use classifications shall be clearly shown on the Master Development Plan, together with the acreage of each land use area. The following classifications should be used in making these designations:
 - 1. Commercial.
 - 2. Multi-family residential.
 - 3. Single-family residential.
 - 4. Institutional (schools, churches, etc.).
 - 5. Recreational and amenities (specified types).

- D. Conditions Of Approval: The City Council may impose conditions on the approval of the Master Development Plan in order to ensure that:
1. The applicant has the financial capability to carry out the proposed project;
 2. The development will be planned as one integrated land use rather than as an aggregation of individual and unrelated buildings, uses or developments; and
 3. The development as planned and shown in the Master Development Plan will accomplish the purpose and intent of this article.
 4. An accurate phasing plan for the development is provided showing that each phase can operate independently without relying on a subsequent phase.
 5. The phasing of amenities.
 6. The type and amount of amenities are determined and described in the Master Development Plan and not in the development plans of individual phases (Phase Development Plans). (2001 Code § 89-3-402; amd. Ord. 13-33, 11-13-2013; Ord. 16-21, 5-11-2016; Ord. 19-13, ___ - ___-2019)

13-5C-3: DENSITY DESIGNATIONS:

Density in planned development zones is calculated by dividing the number of proposed dwelling units by the number of gross acres designated for residential development shown in the Master Development Plan. Proposed parks and public or private open space, roads and trails may be included in determining the number of acres used in this calculation. However, areas proposed for nonresidential uses (i.e., commercial, office, church or school sites) shall not be used in determining residential density. Density ranges for subcategories of planned developments are specified below. If a proposed development does not qualify for bonus density as outlined in subsection 13-5C-8B of this article, the minimum density shall apply.

A. Density In PRD Zones:

1. PRD(L): The PRD(L) classification typically will be used in conjunction with areas that are designated as "low density" on the general land use map. Densities may range from 1.0 unit per acre to 3.0 units per acre.
2. PRD(M): The PRD(M) classification typically will be used in conjunction with areas that are designated as "medium density" on the general land use map. Densities may range from 3.1 units per acre to 5.5 units per acre.
3. PRD(H): The PRD(H) classification typically will be used in conjunction with areas that are designated as "high density" on the general land use map. Densities may range from 5.6 units per acre to ten (10) units per acre.
4. PRD(MF): The PRD(MF) classification typically will be used in conjunction with areas that are designated as "very high density" on the general land use map. Densities may range from 10.1 units per acre to twenty four (24) units per acre.

- B. Density In PC Zones: To the extent maximum density is not established by the TSOD or other applicable overlay zone, final density in PC zones shall be approved as part of Master Development Plan approval by the City Council after receiving a recommendation from the Planning Commission. (2001 Code § 89-3-403; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 19-13, __-__-2019)

13-5C-5: AREA, SETBACKS AND HEIGHT:

A. Minimum Site Area:

1. PRD Zones: No planned residential development shall have an area less than twenty (20) acres, except that the City Council may approve a rezone request to the Planned Residential Development Zone classification for a parcel smaller than twenty (20) acres if: (1) the applicant can reasonably show that the surrounding neighborhood will not be adversely affected by the granting of such zone classification; and (2) the provisions of this article will be complied with. No planned residential development shall have an area greater than thirty (30) acres.

2. PC Zones: The minimum size for a Planned Community Zone shall be two hundred (200) undeveloped acres, except that the City Council may approve a rezone request to the Planned Community Zone classification for a parcel smaller than two hundred (200) acres if the City Council, in its sole discretion, determines that the surrounding neighborhood will not be adversely affected by the granting of such zone classification and that the provisions of this article will be complied with.

B. Lot Area:

1. PC Zones: Lot sizes in Planned Community Zones shall be established by the City Council through approval of the Master Development Plan following the density designation of the Future Land Use map, unless a different density is approved in conjunction with the Master Development Plan.

C. Building Coverage And Setbacks: With the following exceptions, dwellings and permitted structures may be located as approved in the Master Development Plan. Location and arrangement of buildings on lots shall be sited in a manner that will best utilize the lot area and create an attractive living environment. The following exceptions shall be considered minimum requirements:

1. Garages In PRD Zones:

a. Street facing garage doors shall be even with, or recessed behind, either the front facade of the living area portion of the dwelling or a covered porch which measures at least six feet by eight feet (6' x 8').

b. Garage doors may be located on the side or rear of a dwelling; provided, that the side of the garage facing the front street has windows or other architectural details that mimic the features of the living portion of the dwelling.

c. Garage doors shall not comprise more than fifty percent (50%) of the ground floor street facing linear building frontage. Alleys are exempt from this standard.

d. Attached and multi-family dwellings which front on two (2) streets or on a major walkway spine shall be exempt from subsections C1a, C1b and C1c of this section. The facade oriented to the second street or walkway spine should include windows, doorways and a structured transition from public to private areas using built elements such as porch features, pediments, arbors, low walls, fences, trelliswork and/or similar elements integrated with plants.

e. Alternative garage door treatments may be approved by the zoning administrator if the configuration of the lot or other existing physical condition of the lot makes the application of these standards impractical and the proposed design substantially meets the intent of these provisions, which is to line streets with active living spaces, create pedestrian oriented streetscape, and provide variety and visual interest in the exterior design of residential buildings.

2. Garages In PC Zones:

a. Garages facing directly on a public or private street, whether in the front or side yard, shall be set back behind the front facade of the living area portion of the dwelling or a covered porch at least five feet (5').

b. Side or rear loaded garages in PC zones shall be set back at least twenty-two (22') from the property line.

3. Residential Building Setbacks: Main residential buildings in PC zones shall be set back at least twenty-two (22') from front and rear property lines. Side yard setback for interior side lots shall be at least a total of thirteen feet (13') but no less than five feet (5') on each side. Corner lot setbacks shall be a minimum of fifteen feet (15') where no garage will be accessed from corner and twenty-two feet (22') on lots where a garage will be accessed from the corner side. The foregoing requirement shall not apply within a TSOD (transit station overlay district).

4. Planned Development Setbacks; Abutting Property: Setbacks shall be maintained along peripheral property lines of planned developments that are equal to setbacks required by the zone on abutting property. The foregoing requirement shall not apply within a TSOD (transit station overlay district).

5. Planned Development Setbacks; Existing Public Streets: In instances where a proposed planned development will front on one or more existing public streets, the setback from the street shall be equal to that required by the most restrictive zoning on property immediately adjacent or across the public street from the proposed planned development. The foregoing requirement shall not apply within a TSOD (transit station overlay district).

D. Maximum Height Of Buildings And Structures:

1. PRD Zones: Maximum height of buildings and structures in planned residential zones shall be established by the city council through approval of the Master Development Plan. Where feasible, lower height and intensity of buildings, uses or impacts shall be arranged around the boundaries of the development.

2. PC Zones: The maximum height of buildings and structures shall be:

- a. Single-Family Residential Buildings: Two (2) stories or thirty five feet (35'), whichever is greater.
- b. Multiple-Family Residential Buildings: Three (3) stories or forty-five feet (45'), whichever is greater.
- c. Commercial Buildings And Structures: Sixty feet (60') or five (5) stories, whichever is greater. Greater heights may be established by the City Council by approval in the Master Development Plan.
- d. Institutional Buildings And Structures: Two (2) stories or forty-five (45'), whichever is greater.
- e. Recreational Buildings And Structures: Two (2) stories or forty-five (45'), whichever is greater.
- f. TOD (Transit Oriented Development): Buildings or other structures in areas identified as a TOD on the general plan land use map or on the zoning map shall be limited in height to seventy five feet (75'), unless a greater height is established pursuant to the applicable overlay zone or otherwise as approved by the city council through the approval of a Master Development Plan. (2001 Code § 89-3-405; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 13-33, 11-13-2013; Ord. 16-21, 5-11-2016; Ord. 19-13, __-__-2019)

13-5C-6: DEDICATION AND MAINTENANCE OF OPEN SPACE REQUIRED:

- A. Dedication Of Open Space: All planned developments shall provide roadways, trails, open space, open land, common areas and parks within the project area that shall either be dedicated to the City or maintained in perpetuity by a development Home Owners Association according to the following standards:
 - 1. PRD Zones: A minimum of fifteen percent (15%) of the gross area of planned residential development shall be retained as permanent parks.
 - 2. PC Zones: A minimum of twenty percent (20%) of the gross area of a planned community as described in the Master Development Plan shall be retained in permanent open space and/or open land and/or parks. As part of the required twenty percent (20%) open space a minimum of eight percent (8%) shall be developed as groomed irrigated park space. Each park space shall have a pavilion and playground equipment installed. The park space can be developed as one large space or dispersed throughout the development, but in no case shall a groomed park be smaller than two (2) acres in area. The park space shall be maintained by the development's Home Owners Association, unless dedicated to the City and the City agrees to maintain the same as part of the Master Development Plan and Development Agreement.
- B. Computation Of Area: Land proposed to be devoted to vehicular streets or roads, parking, driveways, required setbacks, park strips, commercially paved areas and slopes greater than thirty percent (30%) shall not be included in computations of permanent open space. All open space is required to be usable open space.

C. Design Of Common Open Space, Open Land, Parks and Common Areas: Diversity in the design and use of common open space, open land, parks and common areas is encouraged, and approval shall be judged as to its appropriateness based on the following criteria:

1. Areas intended for public use shall be freely accessible from streets and/or other common areas that have unrestricted entry. The configuration of such space shall be to accommodate parks, play fields, and play areas as directed by the city.

2. Areas intended for restricted use shall be interspersed within residential development so as to convey a sense of openness within the neighborhood. Residential developments shall not totally exclude open space from fronting on streets at appropriate intervals.

3. Agricultural lands shall be located in areas having suitable production capabilities, including soil conditions, fertility, water, access and land configuration to accommodate the intended cultivation practices.

D. Additional Amenities in PC Zone. Amenities shall be provided as described in the following table and determined in the Master Development Plan based on the overall planned unit count:

Residential Unit Count	Additional Amenities
0 to 199	No additional amenities.
200 to 400	<p>Any two of the following:</p> <p>A minimum Two thousand (2000) square foot swimming pool with a minimum of eight-thousand (8,000) square feet of associated decking and a minimum two thousand (2,000) square foot covered pool house accessible to all residents of the development.</p> <p>A pedestrian trail system around and through the development that connects to established and planned trails in the area. The minimum width of the trail shall be twelve feet (12') wide and constructed of asphalt per City standards.</p> <p>Other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission. Items that may be considered include but are not limited to, lazy rivers, concert venues, tennis courts etc.</p>

401 to 600	<p>Any one of the following:</p> <p>A minimum three-thousand square foot (3000) centrally located clubhouse.</p> <p>Other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission. Items that may be considered include but are not limited to, lazy rivers, concert venues, tennis courts etc.</p>
601 and up	<p>Any two of the following:</p> <p>Along all collector streets (as determined by the City) in the development ten foot (10') wide park strips with minimum two (2") inch caliper trees planted twenty-five feet (25') on center along with six foot (6') sidewalks. Trees species shall be approved by the Urban Forester and may be clustered where needed.</p> <p>A minimum five thousand (5,000) square foot splash pad.</p> <p>Other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission. Items that may be considered include but are not limited to, lazy rivers, concert venues, tennis courts etc.</p>

E. Use Of Open Space: Use of open space is limited to the following:

1. Natural areas of undisturbed vegetation or areas replanted with vegetation after development, including woodlands, floodplains, waterways and natural areas. Use and maintenance is limited to removal of litter and accumulated plant material. Natural waterways are to be maintained as free flowing and devoid of debris. Stream channels shall conform to the city stormwater master plan and be maintained so as not to alter base flood elevations.
2. Agricultural uses where conditions are suitable for agricultural production. Minimum areas for agricultural use designation shall be five (5) acres.
3. Garden plots for the common use of residents.
4. Greenways and waterways may include pedestrian ways, trails, bike paths and equestrian trails linking residential areas with other open space uses.
5. Recreation areas designed for specific recreational activities such as parks, athletic fields, tot lots, play fields, playgrounds, tennis courts and similar facilities.
6. Stormwater control and management in conjunction with other allowed uses described in this section. (2001 Code § 89-3-406; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 19-13, __-__-2019)

13-5C-7: DEVELOPMENT PLAN REQUIREMENTS:

- A. Development Plan Review: The steps outlined in section 15-3-8 and 13-5J-10 of this code shall be followed in connection with applications for approval of a development plan, along with the required fees and other specific processes required by this code to complete a specific project.
- B. Development Plan Submittal Requirements: A developer seeking city approval of a development plan shall follow the submittal requirements as outlined in subsections 13-5J-10B through E of this chapter. (2001 Code § 89-3-407; amd. Ord. 10-09, 2-24-2010; Ord. 19-13, __ - __-2019)

13-5C-8: GENERAL PROVISIONS:

- A. Compliance With Related Sections: No provision of this article shall be interpreted so as to relieve the developer of a planned development from complying with all applicable development standards, technical standards, subdivision standards and development approval processes of the city.
- B. Density Bonuses: Density bonuses may be applied in any PRD zone. If no bonus is applied, the lowest density defined in subsection 13-5C-3A1 of this article shall be used. If bonus densities are approved, they may only increase density to the maximum density as defined in the General Plan and on the Future Land Use Map of the City, unless otherwise approved as part of the Master Development Plan. Density bonus awarding shall occur according to 13-5J-10 of this Title. Bonus densities in units per acre (u/a) may be applied for the following amenities:
 - 1. Each one percent (1%) of additional open space equals 0.25 u/a.
 - 2. A detached garage equals 0.15 u/a.
 - 3. Ten foot (10') park strips along with six foot (6') sidewalks equal 0.10 u/a.
 - 4. Recreational facilities as follows:
 - a. Swimming pool equals 0.25 u/a.
 - b. Tennis courts and tot lots equal 0.15 u/a.
 - c. Barbecue pits, picnic facilities, etc., equal 0.10 u/a.
 - 5. Theme lighting equals 0.15 u/a.
 - 6. Alleys equal 0.10 u/a.
 - 7. Upgraded architectural features (as per section 13-10-2 of this title) equal 0.15 u/a.

- C. Alley Access: Whenever a lot has frontage along an alley, any new off street parking area located on such lot must obtain access from such adjoining alley; provided, however, that such alley access shall not be required when a new detached garage is proposed to be accessed from an existing driveway that has a curb cut along a public street, or when alley access is determined by the city engineer to be a hazard to persons or vehicles.
- D. Street Development Standards: All streets developed and maintained within a planned development shall be developed to technical standards established by city for the class of street being constructed. However, in instances where the developer can show that, due to severe topography, security requirements, or other special circumstances, dedication or development to city standards is impractical or undesirable, the city council, after receiving recommendations from the city engineer and fire chief, may approve modified street standards as part of the Master Development Plan.
- E. Parking And Loading: All uses in planned development districts shall comply with provisions governing off street parking in chapter 12 of this title; provided however an alternative set of sign standards may be approved as part of a Master Development Plan.
- F. Signs: All signs in planned development districts shall comply with the provisions governing signs in this title and title 12 of this code. (2001 Code § 89-3-408; amd. 2009 Code; Ord. 13-33, 11-13-2013; Ord. 16-21, 5-11-2016; Ord. 19-13, __-__-2019)

Section 2. Additions or amendments to the 2009 City Code when passed in such form as to indicate the intention of the City Council to make the same a part of the 2009 City Code shall be deemed to be incorporated in the 2009 City Code, so that reference to the 2009 City Code hereafter includes the additions and amendments.

Section 3. This Ordinance shall become effective immediately upon passage and having been published in accordance with Utah Code Annotated § 10-3-711.

Passed and adopted by the City Council of the City of West Jordan, Utah this ____ day of ____, 2019.

CITY OF WEST JORDAN

By: _____
JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

“YES”

“NO”

Council Member Alan Anderson

Council Member Dirk Burton

Council Member Zach Jacob

Council Member Chad R. Lamb

Council Member Chris McConnehey

Council Member Kayleen Whitelock

Mayor Jim Riding

CITY CLERK/RECORDER'S CERTIFICATE OF PUBLICATION

Ord 19-13

I, Melanie S. Briggs, certify that I am the City Clerk/Recorder of the City of West Jordan, Utah, and that the foregoing ordinance was published in the Legal Section, of the Salt Lake Tribune, on the _____ day of _____, 2019, pursuant to Utah Code Annotated, 10-3-711.

MELANIE S. BRIGGS, MMC
City Clerk/Recorder

[SEAL]

Legislative

ARTICLE C. PLANNED DEVELOPMENT ZONES

13-5C-1: PURPOSE AND INTENT:

13-5C-2: PROCESS FOR ZONE CHANGE TO PLANNED DEVELOPMENT DESIGNATION; CONCEPTUAL MASTER DEVELOPMENT PLAN REQUIRED:

13-5C-3: DENSITY DESIGNATIONS:

13-5C-4: PERMITTED AND CONDITIONAL USES:

13-5C-5: AREA, SETBACKS AND HEIGHT:

13-5C-6: DEDICATION AND MAINTENANCE OF OPEN SPACE REQUIRED:

13-5C-7: DEVELOPMENT PLAN REQUIREMENTS:

13-5C-8: GENERAL PROVISIONS:

13-5C-1: PURPOSE AND INTENT:

- A. Planned Residential Development Zone: The purpose of the planned residential development (PRD) zone is to encourage imaginative, creative and efficient utilization of land by establishing development standards that provide design flexibility, allow integration of mutually compatible residential uses, and encourage consolidation of open spaces, clustering of dwelling units, and optimum land planning with greater efficiency, convenience and amenity than may be possible under the procedures and regulations of conventional zoning classifications. A planned residential development should ~~also incorporate a common diversity of architectural design theme throughout the project that provides variety and architectural compatibility, as opposed to a development of individual, unrelated buildings located on separate, unrelated lots.~~ A diversity of architecture creates "timeless" communities that do not become dated or go out of style.
- B. Planned Community Zone: The purpose of the planned community (PC) zone is to encourage imaginative and efficient utilization of land through the clustering of buildings, and the integration of compatible mixed uses (i.e., residential, commercial, recreational). The mix of uses is encouraged in order to create ~~more a~~ convenient, efficient and effective integration of uses that ~~work in concert to create a more attractive and desirable environment in which people can enjoy where employment, residence~~ residential uses and leisure ~~within are~~ close proximity to each other. This zone is characterized by ~~mixed uses in attractively designed attractive buildings within a well-planned and well-coordinated landscaped setting.~~ It is also characterized by a design intended to mitigate the negative effects of noise, traffic and undue congestion.
- C. Overall Intent: It is the intent of the city that site and building plans for planned developments be prepared by a designer or team of designers having professional competence in urban planning, site planning, and architectural and landscape architectural design. However, it is not the city's intent that design control be so rigidly exercised that individual initiative is stifled or that substantial additional expense is incurred. Rather, it is the intent of this section that the control exercised be the minimum necessary to achieve the purpose of this chapter. The intent of planned developments (PC or PRD) is to:

1. Create more attractive and more desirable environments in the city;
2. Allow a variety of uses and structures ~~and to encourage imaginative concepts in the design of neighborhood housing and mixed use projects;~~
3. Encourage imaginative concepts in the design of neighborhood housing and mixed use projects;
34. Provide flexibility in the location of buildings on the land;
45. Facilitate and encourage social and community interaction and activity among those who live within a neighborhood;
56. Encourage the creation of a distinctive visual character and identity for each planned development;
67. Produce a market-balanced and coordinated mixture of residential uses and related public areas and design integrated private commercial facilities;
78. Encourage a ~~broad~~ range of housing types, including owner and renter occupied units, single-family detached dwellings and multiple-family structures, as well as other structural types;
89. Preserve and take the greatest possible aesthetic advantage of existing trees and other natural site features and, in order to do so, minimize the amount of grading necessary for construction of a development;
910. ~~Encourage and provide for open~~ Provide land for the ~~general benefit of the community and public at large as places for recreation and social activity~~ purposes;
1011. Achieve physical and aesthetic integration of uses and activities within each development;
1112. ~~Encourage and provide for development of comprehensive~~ Develop pedestrian circulation networks; separated from vehicular roadways in order to create linkages between residential areas, open spaces, recreational areas and public and private facilities, ~~thereby minimizing reliance on the automobile as a means of transportation;~~
1213. ~~Since many of the purposes for planned development zones can~~ Planned developments are best be realized in large scale developments, therefore, development on a large, planned scale is encouraged required;
13. ~~Achieve safety, convenience and amenity for the residents of each planned residential development and the residents of neighboring areas;~~
14. Assure compatibility and coordination of each development with existing and proposed surrounding land uses.
15. Plan for a minimum of five percent (5%) and no more than ten percent (10%) of the overall development unit count as affordable housing as defined in Utah Code. Affordable housing shall be integrated into neighborhoods of comparably sized market rate homes.
(2001 Code § 89-3-401; amd. Ord. 19-13, ___-___-2019)

13-5C-2: PROCESS FOR ZONE CHANGE TO PLANNED DEVELOPMENT DESIGNATION; CONCEPTUAL MASTER DEVELOPMENT PLAN REQUIRED:

- A. ~~Approval Criteria: In order to determine if a proposed planned development will accomplish the purposes and intent of planned development zones, a conceptual development plan shall be submitted with each application for a zone change. Prior to approval of a zone change to a PRD or PC designation, the city council, after first receiving a recommendation from the planning commission, shall find that the proposed zone and associated conceptual plan is consistent with the purpose and intent outlined in section 13-5C-1 of this article Development Agreement, with an attached Master Development Plan (collectively referred to as "Master Development Plan"), shall be submitted, according to section 13-5J-10, concurrently with an application for a zone change and/or General Plan map amendment. After receiving a recommendation from the Planning Commission regarding the Master Development Plan and zone change and/or General Plan map amendment, the city council shall act on all these applications.~~ In addition, the city council shall find that the proposed development is not in conflict with any applicable element of the city's general plan. A rezoning request for a PRD or PC designation may not be approved without concurrently approving a concept development plan under this section. A Master Development Plan shall follow the expiration time frames of section 13-5J-10 D, as modified by the Master Development Plan. Each phase described in a Master Development Plan shall be submitted in the form of a Phase Development Plan, and shall be approved administratively by city staff, unless density bonuses are requested. In this case, city council approval is required, after a planning commission recommendation.
- B. ~~Ownership At Time Of Application: Each planned residential development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property.~~
- C. ~~Submittal Requirements For Conceptual Development Plan: The following information shall be provided in addition to that required by chapter 7, article B of this title:~~
- ~~1. A complete and accurate legal description of the property that is the subject of the planned development.~~
 - ~~2. A topographic map of the entire site shall be prepared showing contour intervals at two feet (2') or less.~~
 - ~~3. Plans shall show the locations of parks, common open spaces, playgrounds, school sites, and other public or private recreation facilities and improvements proposed within the development.~~
 - ~~4. The general location of all dwellings and/or institutional and commercial structures in the development, and an indication of the proposed population densities and building densities, including tables or graphs showing the percentages of each dwelling type being proposed.~~
 - ~~5. A preliminary development schedule indicating the phases in which development will occur and the approximate dates when said phases will be completed.~~
 - ~~6. Additional information may be required by the city planner, planning commission, or city council which may be necessary to adequately evaluate the proposed development.~~
- DC. ~~Specification Of Mixed Uses In PC Zones: The general categories of uses to be established in a planned community zone shall be specified in the conceptual development plan Master Development Plan. The areas to be devoted to each of the land use classifications shall be clearly shown on the conceptual plan Master Development Plan, together with the acreage of each land use area. The following general classifications should be used in making these designations:~~

1. Commercial.
2. ~~Multiple~~ Multi-family residential ~~(specified average density).~~
3. Single-family residential ~~(specified average density).~~
4. Institutional (schools, churches, etc.).
5. Recreational and amenities (specified types).

~~ED.~~ Conditions Of Approval: The City Council may impose conditions on the approval of any ~~zone change to a planned development designation~~ the Master Development Plan in order to ensure, ~~among other things,~~ that:

1. The applicant has the financial capability to carry out the proposed project;
2. The development will be planned as one integrated land use rather than as an aggregation of individual and unrelated buildings, uses or developments; and
3. The development as planned and shown in the ~~concept development plan~~ Master Development Plan will accomplish the purpose and intent of this article.
4. An accurate phasing plan for the development is provided showing that each phase can operate independently without relying on a subsequent phase.
5. The phasing of amenities.
6. The type and amount of amenities are determined and described in the Master Development Plan and not in the development plans of individual phases (Phase Development Plans).

~~F.~~ ~~Expiration Of PC And PRD Zones:~~

1. ~~PC And PRD Zoning Expiration: PC and PRD zoning, with associated concept plan, shall remain valid for a period of two (2) years upon receiving approval by the City Council; wherein the zoning designation shall become void by resolution from the City Council and shall revert back to the previous zone if an application for preliminary development plan has not been accepted by the City within two (2) years following PC or PRD zoning approval by the City Council, or if the master development plan or preliminary development plan has expired per the requirements and conditions listed in subsection 13-5J-10D of this Code. (2001 Code § 89-3-402; amd. Ord. 13-33, 11-13-2013; Ord. 16-21, 5-11-2016; Ord. 19-13, ___-___-2019)~~

13-5C-3: DENSITY DESIGNATIONS:

Density in planned development zones is calculated by dividing the number of proposed dwelling units by the number of gross acres designated for residential development ~~(including residential uses within a mixed-use component of a development)~~ on the conceptual development plan shown in the Master Development Plan. Proposed parks and public or private open space, roads and trails may be included in determining the number of acres used in this calculation. However, areas proposed for nonresidential uses (i.e., commercial, office, church or school sites ~~not included in a mixed-use component of a development~~) shall not be used in determining residential density. Density ranges for subcategories of planned developments are specified below. If a proposed development does not qualify for bonus density as outlined in subsection 13-5C-8B of this article, the minimum density shall apply.

A. Density In PRD Zones:

1. PRD(L): The PRD(L) classification typically will be used in conjunction with areas that are designated as "low density" on the general land use map. Densities may range from 1.0 unit per acre to 3.0 units per acre.
2. PRD(M): The PRD(M) classification typically will be used in conjunction with areas that are designated as "medium density" on the general land use map. Densities may range from 3.1 units per acre to 5.5 units per acre.
3. PRD(H): The PRD(H) classification typically will be used in conjunction with areas that are designated as "high density" on the general land use map. Densities may range from 5.6 units per acre to ten (10) units per acre.
4. PRD(MF): The PRD(MF) classification typically will be used in conjunction with areas that are designated as "very high density" on the general land use map. Densities may range from 10.1 units per acre to twenty four (24) units per acre.

B. Density In PC Zones: To the extent maximum density is not established by the TSOD or other applicable overlay zone, final density in PC zones shall be approved as part of ~~preliminary development plan~~ Master Development Plan approval by the City Council after receiving a recommendation from the Planning Commission. (2001 Code § 89-3-403; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 19-13, ___-___-2019)

13-5C-5: AREA, SETBACKS AND HEIGHT:

A. Minimum Site Area:

1. PRD Zones: No planned residential development shall have an area less than that ~~approved by the City Council twenty (20) acres, except that the City Council may approve a rezone request to the Planned Residential Development Zone classification for a parcel smaller than twenty (20) acres if: (1) the applicant can reasonably show that the surrounding neighborhood will not be adversely affected by the granting of such zone classification; and (2) the provisions of this article will be complied with. No planned residential development shall have an area greater than thirty (30) acres.~~
2. PC Zones: The minimum size for a Planned Community Zone shall be ~~fifty (50) two hundred (200)~~ two hundred (200) undeveloped acres, except that the City Council may approve a rezone request to the Planned Community Zone classification for a parcel smaller than ~~fifty (50) two hundred (200)~~ two hundred (200) acres if the ~~developer can reasonably show~~ City Council, in its sole discretion, determines that the surrounding neighborhood will not be adversely affected by the granting of such zone classification and that the provisions of this article will be complied with.

B. Lot Area:

1. PC Zones: Lot sizes in Planned Community Zones shall be established by the City Council through approval of the ~~preliminary development plan~~ Master Development Plan following the density designation of the Future Land Use map, unless a different density is approved in conjunction with the Master Development Plan.

C. Building Coverage And Setbacks: With the following exceptions, dwellings and permitted structures may be located as approved in the ~~final development plan~~ Master Development Plan. Location and arrangement of buildings on a lots shall be ~~accomplished~~ sited in a manner that will best utilize the lot area and create an attractive living environment. The following exceptions shall be considered minimum requirements:

1. Garages In PRD Zones:

a. Street facing garage doors shall be even with, or recessed behind, either the front facade of the living area portion of the dwelling or a covered porch which measures at least six feet by eight feet (6' x 8').

b. Garage doors may be located on the side or rear of a dwelling; provided, that the side of the garage facing the front street has windows or other architectural details that mimic the features of the living portion of the dwelling.

c. Garage doors shall not comprise more than fifty percent (50%) of the ground floor street facing linear building frontage. Alleys are exempt from this standard.

d. Attached and multi-family dwellings which front on two (2) streets or on a major walkway spine shall be exempt from subsections C1a, C1b and C1c of this section. The facade oriented to the second street or walkway spine should include windows, doorways and a structured transition from public to private areas using built elements such as porch features, pediments, arbors, low walls, fences, trelliswork and/or similar elements integrated with plants.

e. Alternative garage door treatments may be approved by the zoning administrator if the configuration of the lot or other existing physical condition of the lot makes the application of these standards impractical and the proposed design substantially meets the intent of these provisions, which is to line streets with active living spaces, create pedestrian oriented streetscape, and provide variety and visual interest in the exterior design of residential buildings.

2. Garages In PC Zones:

a. Garages facing directly on a public or private street, whether in the front or side yard, shall be set back behind the front facade of the living area portion of the dwelling or a covered porch at least five feet (5').

b. Side or rear loaded garages in PC zones shall be set back at least ~~twenty feet (20')~~ twenty-two (22') from the property line.

3. Residential Building Setbacks: Main residential buildings in PC zones shall be set back at least ~~twenty feet (20')~~ twenty-two (22') from front and rear property lines. Side yard setback for interior side lots shall be at least a total of thirteen feet (13') but no less than five feet (5') on each side. Corner lot setbacks shall be a minimum of fifteen feet (15') where no garage will be accessed from corner and twenty-two feet (22') on lots where a garage will be accessed from the corner side. The foregoing requirement shall not apply within a TSOD (transit station overlay district).

4. Planned Development Setbacks; Abutting Property: Setbacks shall be maintained along peripheral property lines of planned developments that are equal to setbacks required by the zone on abutting property. The foregoing requirement shall not apply within a TSOD (transit station overlay district).

5. Planned Development Setbacks; Existing Public Streets: In instances where a proposed planned development will front on one or more existing public streets, the setback from the street shall be equal to that required by the most restrictive zoning on property immediately adjacent or across the public street from the proposed planned development. The foregoing requirement shall not apply within a TSOD (transit station overlay district).

D. Maximum Height Of Buildings And Structures:

1. PRD Zones: Maximum height of buildings and structures in planned residential zones shall be established by the city council through approval of the ~~preliminary development plan~~ Master Development Plan. Where feasible, lower height and intensity of buildings, uses or impacts shall be arranged around the boundaries of the development.
2. PC Zones: The maximum height of buildings and structures ~~within a planned community shall be as follows:~~
 - a. Single-Family Residential Buildings: Two (2) stories or thirty five feet (35'), whichever is greater.
 - b. Multiple-Family Residential Buildings: ~~Two (2) stories or thirty five feet (35')~~ Three (3) stories or forty-five feet (45'), whichever is greater.
 - c. Commercial Buildings And Structures: ~~No limitation except as may be imposed by the current edition of the international building code, or as may be established as a condition of approval on the preliminary or final plan by the city council. Sixty feet (60') or five (5) stories, whichever is greater. Greater heights may be established by the City Council by approval in the Master Development Plan.~~
 - d. Institutional Buildings And Structures: Two (2) stories or ~~thirty five feet (35')~~ forty-five (45'), whichever is greater.
 - e. Recreational Buildings And Structures: Two (2) stories or ~~thirty five feet (35')~~ forty-five (45'), whichever is greater.
 - f. TOD (Transit Oriented Development): Buildings or other structures in areas identified as a TOD on the general plan land use map or on the zoning map shall be limited in height to seventy five feet (75'), unless a greater height is established pursuant to the applicable overlay zone or otherwise as approved by the city council through the approval of a ~~preliminary development plan~~ Master Development Plan. (2001 Code § 89-3-405; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 13-33, 11-13-2013; Ord. 16-21, 5-11-2016; Ord. 19-13, __-__-2019)

13-5C-6: DEDICATION AND MAINTENANCE OF OPEN SPACE REQUIRED:

- A. Dedication Of Open Space: All planned developments shall provide ~~permanently dedicated roadways, trails, open space, open land, common areas and parks~~ within the project area that shall either be dedicated to the City or maintained in perpetuity by a development Home Owners Association according to the following standards:
1. PRD Zones: A minimum of fifteen percent (15%) of the gross area of planned residential development shall be retained as permanent ~~open space~~ parks.
 2. PC Zones: A minimum of ~~fifteen percent (15%)~~ twenty percent (20%) of the gross area of a planned community as described in the Master Development Plan shall be retained in permanent open space and/or open land and/or parks. As part of the required twenty percent (20%) open space a minimum of eight percent (8%) shall be developed as groomed irrigated park space. Each park space shall have a pavilion and playground equipment installed. The park space can be developed as one large space or dispersed throughout the development, but in no case shall a groomed park be smaller than two (2) acres in area. The park space shall be maintained by the development's Home Owners Association, unless dedicated to the City and the City agrees to maintain the same as part of the Master Development Plan and Development Agreement.

- B. Computation Of Area: Land proposed to be devoted to vehicular streets or roads, parking, driveways, required setbacks, park strips, commercially paved areas and slopes greater than thirty percent (30%) shall not be included in computations of permanent open space. All open space is required to be usable open space.
- C. Design Of Common Open Space, Open Land, Parks and Common Areas: Diversity in the design and use of common open space, open land, parks and common areas is encouraged, and approval of ~~a common open space plan~~ shall be judged as to its appropriateness based on the following criteria:
1. Areas intended for public use shall be freely accessible from streets and/or other common areas that have unrestricted entry. The configuration of such space shall be to accommodate parks, play fields, and play areas as directed by the city.
 2. Areas intended for restricted use shall be interspersed within residential development so as to convey a sense of openness within the neighborhood. Residential developments shall not totally exclude open space from fronting on streets at appropriate intervals.
 3. Agricultural lands shall be located in areas having suitable production capabilities, including soil conditions, fertility, water, access and land configuration to accommodate the intended cultivation practices.
- D. Additional Amenities in PC Zone. Amenities shall be provided as described in the following table and determined in the Master Development Plan based on the overall planned unit count:

<u>Residential Unit Count</u>	<u>Additional Amenities</u>
<u>0 to 199</u>	<u>No additional amenities.</u>
<u>200 to 400</u>	<u>Any two of the following:</u> <u>A minimum Two thousand (2000) square foot swimming pool with a minimum of eight-thousand (8,000) square feet of associated decking and a minimum two thousand (2,000) square foot covered pool house accessible to all residents of the development.</u> <u>A pedestrian trail system around and through the development that connects to established and planned trails in the area. The minimum width of the trail shall be twelve feet (12') wide and constructed of asphalt per City standards.</u> <u>Other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission. Items that may be considered include but are not limited to, lazy rivers, concert venues, tennis courts etc.</u>
<u>401 to 600</u>	<u>Any one of the following:</u> <u>A minimum three-thousand square foot (3000) centrally located clubhouse.</u> <u>Other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission. Items that may be considered include but are not limited to, lazy rivers, concert venues, tennis courts etc.</u>

601 and up	<p><u>Any two of the following:</u></p> <p><u>Along all collector streets (as determined by the City) in the development ten foot (10') wide park strips with minimum two (2") inch caliper trees planted twenty-five feet (25') on center along with six foot (6') sidewalks. Trees species shall be approved by the Urban Forester and may be clustered where needed.</u></p> <p><u>A minimum five thousand (5,000) square foot splash pad.</u></p> <p><u>Other items deemed similar in nature and intensity as proposed by the developer and approved by the City Council after receiving a recommendation from the Planning Commission. Items that may be considered include but are not limited to, lazy rivers, concert venues, tennis courts etc.</u></p>
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DE. Use Of Open Space: Use of open space is limited to the following:

1. Natural areas of undisturbed vegetation or areas replanted with vegetation after development, including woodlands, floodplains, waterways and natural areas. Use and maintenance is limited to removal of litter and accumulated plant material. Natural waterways are to be maintained as free flowing and devoid of debris. Stream channels shall conform to the city stormwater master plan and be maintained so as not to alter base flood elevations.
2. Agricultural uses where conditions are suitable for agricultural production. Minimum areas for agricultural use designation shall be five (5) acres.
3. Garden plots for the common use of residents.
4. Greenways and waterways that may include pedestrian ways, trails, bike paths and equestrian trails linking residential areas with other open space uses.
5. Recreation areas designed for specific recreational activities such as parks, athletic fields, tot lots, play fields, playgrounds, tennis courts and similar facilities.
6. Stormwater control and management in conjunction with other allowed uses described in this section. (2001 Code § 89-3-406; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 19-13, __-__-2019)

13-5C-7: DEVELOPMENT PLAN REQUIREMENTS:

- A. Development Plan Review: The steps outlined in section 15-3-8 and 13-5J-10 of this code shall be followed in connection with applications for approval of a development plan, along with the required fees and other specific processes required by this code to complete a specific project.
- B. Development Plan Submittal Requirements: A developer seeking city approval of a development plan shall follow the submittal requirements as outlined in subsections 13-5J-10B through E of this chapter. (2001 Code § 89-3-407; amd. Ord. 10-09, 2-24-2010; Ord. 19-13, __-__-2019)

13-5C-8: GENERAL PROVISIONS:

- A. Compliance With Related Sections: No provision of this article shall be interpreted so as to relieve the developer of a planned development from complying with all applicable development standards, technical standards, subdivision standards and development approval processes of the city.

- B. Density Bonuses: Density bonuses may be applied in any PRD zone. If no bonus is applied, the lowest density defined in subsection 13-5C-3A1 of this article shall be used. If bonus densities are applied approved, they may only increase density to the maximum density as defined in subsection 13-5C-3A4 of this article in the General Plan and on the Future Land Use Map of the City, unless otherwise approved as part of the Master Development Plan. Density bonus awarding shall occur at preliminary development plan approval according to 13-5J-10 of this Title. Bonus densities in units per acre (u/a) may be applied for the following amenities:
1. Each one percent (1%) of additional open space equals 0.25 u/a.
 2. A detached garage equals 0.15 u/a.
 3. Ten foot (10') park strips along with six foot (6') sidewalks equal 0.10 u/a.
 4. Recreational facilities as follows:
 - a. Swimming pool equals 0.25 u/a.
 - b. Tennis courts and tot lots equal 0.15 u/a.
 - c. Barbecue pits, picnic facilities, etc., equal 0.10 u/a.
 5. Theme lighting equals 0.15 u/a.
 6. Alleys equal 0.10 u/a.
 7. Upgraded architectural features (as per section 13-10-2 of this title) equal 0.15 u/a.
- C. Alley Access: Whenever a lot has frontage along an alley, any new off street parking area located on such lot must obtain access from such adjoining alley; provided, however, that such alley access shall not be required when a new detached garage is proposed to be accessed from an existing driveway that has a curb cut along a public street, or when alley access is determined by the city engineer to be a hazard to persons or vehicles.
- D. Street Development Standards: All streets developed and maintained within a planned development shall be developed to technical standards established by city for the class of street being constructed. However, in instances where the developer can show that, due to severe topography, security requirements, or other special circumstances, dedication or development to city standards is impractical or undesirable, the city council, after receiving recommendations from the city engineer and fire chief, may approve modified street standards as part of the preliminary development plan Master Development Plan.
- E. Parking And Loading: All uses in planned development districts shall comply with provisions governing off street parking in chapter 12 of this title; provided however an alternative set of sign standards may be approved as part of a Master Development Plan.
- F. Signs: All signs in planned development districts shall comply with the provisions governing signs in this title and title 12 of this code. (2001 Code § 89-3-408; amd. 2009 Code; Ord. 13-33, 11-13-2013; Ord. 16-21, 5-11-2016; Ord. 19-13, __-__-2019)

REQUEST FOR COUNCIL ACTION

SUBJECT: Road closure of the intersection of New Sycamore Drive and 7800 South (as identified on the attached map).

SUMMARY: Approve a request for closure of the intersection of New Sycamore Drive and 7800 South (as identified on the attached map) for construction work associated with the Oquirrh West Subdivision.

FISCAL AND/OR

ASSET IMPACT: None.

STAFF RECOMMENDATION:

Staff recommends approval of requested road closure and time frames, as indicated, to accommodate the construction of the Oquirrh West Subdivision.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-60, authorizing staff to close of the intersection of New Sycamore Drive and 7800 South (as identified on the attached map) for construction work associated with the Oquirrh West Subdivision."

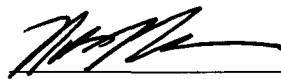
[Roll Call vote required.]

Prepared by:



Bill Baranowski, P.E.
City Traffic Engineer

Reviewed by:



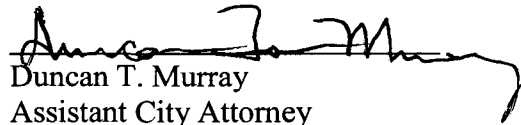
Nathan Nelson, P.E.
City Engineer

Reviewed by:



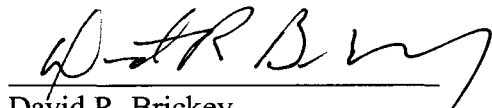
Scott Langford
Development Services Director

Reviewed as to Legal Sufficiency



Duncan T. Murray
Assistant City Attorney

Authorized for Council Consideration by:



David R. Brickey
City Manager

BACKGROUND DISCUSSION:

Request for Road Closure at the Intersection of New Sycamore Drive and 7800 South

Background

In order to accommodate the construction of a roundabout, sewer, and a large transmission water line, the developer has asked for the intersection of New Sycamore Drive and 7800 South (as identified on the attached map) to be closed for 7 weeks beginning in March. Traffic would be diverted to the 8200 South/U-111 intersection.

Advantages of Full Closure vs. Half Closure

1. Provides a safer environment for both the construction worker and the travelling public by eliminating their interaction.
2. Impact to the residents will be reduced by 5-weeks as work would be completed in one phase instead of two. (7-weeks vs 12-weeks)
3. Finished product would be more uniform and have better overall quality since building the road in one phase would eliminate seams or joints in the asphalt and concrete.



Figure 1: Road Closure Work Area

Disadvantages of Full Closure

1. The detour route is shown on Figure 2. Residents living near 7895 South and along New Sycamore Road would have a detour of approximately 1.0 mile for 7-weeks during the construction.

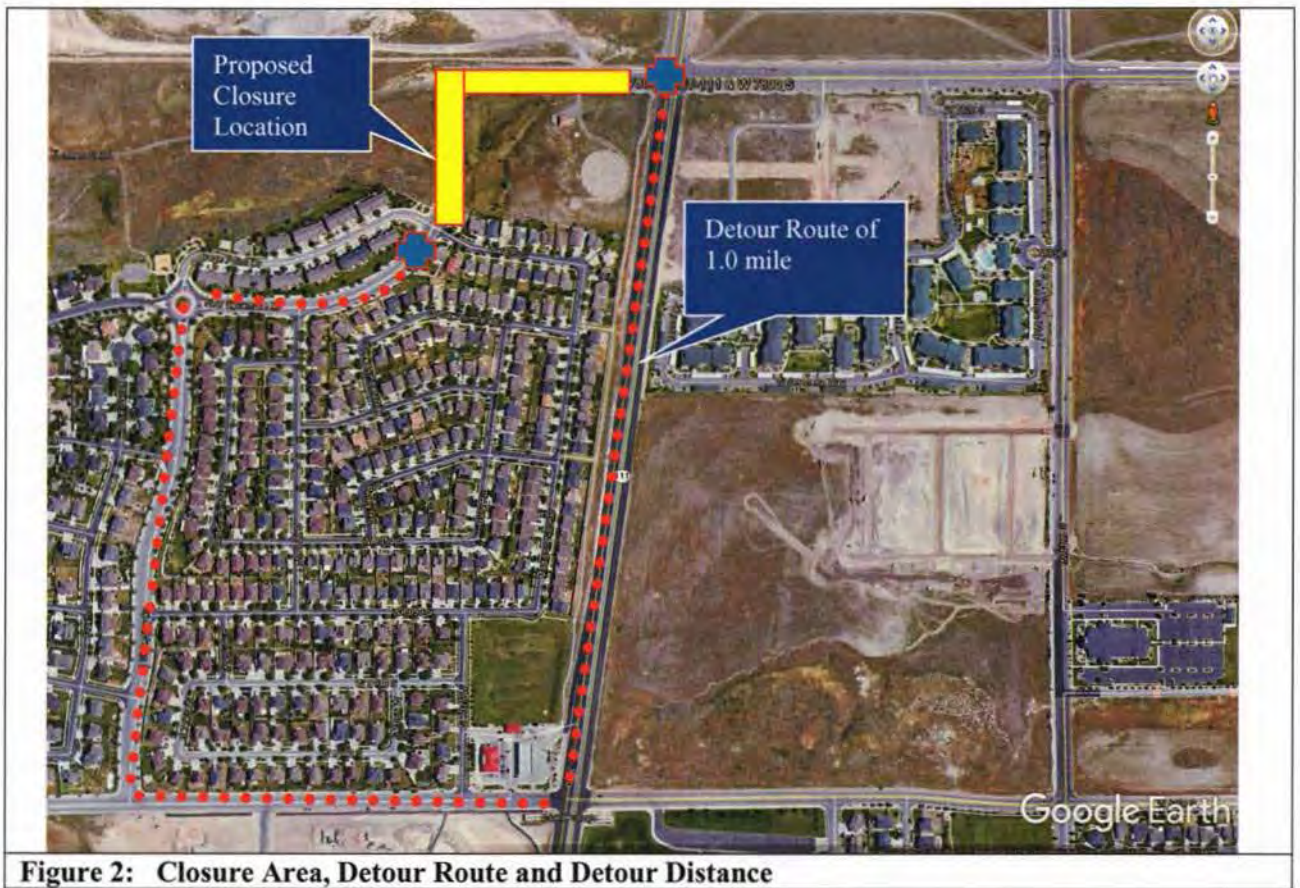


Figure 2: Closure Area, Detour Route and Detour Distance

Attachments

1. Resolution

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-60

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE THE INTERMITTENT ROAD CLOSURE TO ACCOMMODATE THE OQUIRRH WEST SUBDIVISION CONSTRUCTION AT THE INTERSECTION OF NEW SYCAMORE DRIVE AND 7800 SOUTH

Whereas, the City Council of the City of West Jordan has reviewed the road closure of the intersection of New Sycamore Drive and 7800 South to accommodate the construction of the Oquirrh West Subdivision project; and

Whereas, the City Council desires to authorize staff to close the intersection of New Sycamore Drive and 7800 South for approximately 5 weeks.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. Staff is hereby authorized to close the intersection of New Sycamore Drive and 7800 South for approximately 5 weeks to accommodate the Oquirrh West Subdivision project.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Recorder

Voting by the City Council

"YES"

"NO"

Council Member Alan Anderson

Council Member Dirk Burton

Council Member Zach Jacob

Council Member Chad R. Lamb

Council Member Chris McConnehey

Council Member Kayleen Whitelock

Mayor Jim Riding

Council Meeting Date: March 13, 2019

Agenda Item Number: 11d

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve a final design for the new Wild West Jordan Playground to reflect City Council's request from the February 20, 2019 Work Session.

SUMMARY: This item is a continuation from the February 13, 2019, City Council meeting and the February 20, 2019, Council Work Session. Council requested the contractor to complete a final design based on feedback from Council to meet the needs of the community. City staff has worked diligently with the contractor to explore options in meeting this request and doing so within the budget limitation set forth by the Council. A final design is presented here for Council review and approval.

**FISCAL/ASSET
IMPACT:**

A contract with Big-T Recreation was previously approved. Big-T Recreation will be providing the play equipment with installation as set forth in the final design.

STAFF

RECOMMENDATION: Staff recommends approval of a playground design so that an equipment order can proceed.

MOTION

RECOMMENDED: "I move to approve the final playground design as set forth and presented by staff."

Roll Call vote not required

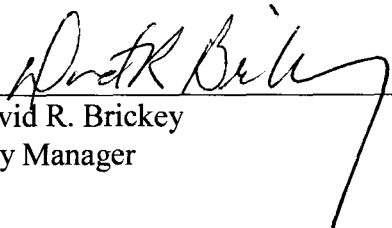
Prepared and to be Presented by:

Name: Dan H. Spangler
Position: Parks Manager

Recommended by:

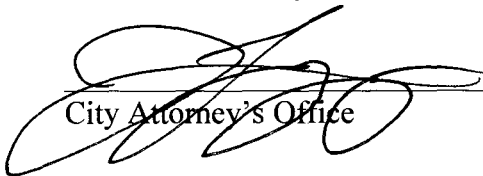
Name: Dan H. Spangler
Department Head

Authorized for Council Consideration



David R. Brickey
City Manager

Reviewed for Legal Sufficiency



City Attorney's Office

BACKGROUND DISCUSSION:

At the City Council Work Session on February 20, the City Council gave direction to city staff and Big T Recreation as to the desired components, theming, and design of the Wild West Jordan playground.

The city staff have worked diligently with Big T Recreation to create a playground design that meets the request of the City Council.

As noted at the work session meeting, the desired playground design will likely cost significantly more than the original proposed budget for the project. Big T Recreation is currently under contract and is proposing an overall playground design that will provide as much of the desired elements, theming, and design as possible while staying within the original contract. See attached proposed design.

What is before the Council currently is an approval of the final design of the Wild West Jordan Playground only.

It is anticipated that in order to complete all of the amenities desired by the City Council, city staff will separately bid out additional phases of work that would otherwise exceed the original contract amount. For example, it is anticipated that Big T Recreation will design, purchase, and install the play elements and some of the concrete work. Then, separately, the pour in place surfacing, the fencing, the artificial turf area, etc. will be bid out as additional phases and will be awarded to contractors to install after Big T Recreation completes their initial contract work. For information on the anticipated phasing and separately bid elements of the project, see the attached spreadsheet.

At future council meetings, staff will bring to the City Council requests for budget amendments and approvals of additional contracts in order to complete the additional phases of work necessary for full completion of the desired playground and added amenities.

Project Budget \$1,200,000 Contingency Budget \$40,000

Wild West Jordan Playground #2	Phase	Quantity	Cost Est.	Project Budget	Contingency Funds	Notes
Site Material/Road Base/Temp Construction Fencing	1a	1000	\$ 7.50		\$ 7,500.00	WJ In-House
Playground Equipment	1b	1	\$ 800,000.00	\$ 800,000.00		Big-T Per Contract
8' Concrete Sidewalk*	1c	3920	\$ 8.00	\$ 31,360.00		Big-T Change Order
Poured in Place Surfacing w/Drainage/Grading*	1d	16000	\$ 16.00	\$ 256,000.00		IFB/Contracted
Entry Way Concrete North/South	1e	8	\$ 130.00		\$ 1,040.00	WJ In-House
Footing for Entry Sign	1f	1	\$ 1,500.00		\$ 1,500.00	WJ In-House
Entry Sign Installation	1g	1	\$ 500.00		\$ 500.00	WJ In-House
Fence/Mow Strip w/ Installation*	2a	580	\$ 42.00	\$ 24,360.00		IFB/Contracted
Artificial Turf/1" Pad w/ Installation*	2b	3700	\$ 10.00	\$ 37,000.00		IFB/Contracted
Concrete/Water Tower Pad	2c	2	\$ 130.00		\$ 260.00	WJ In-House
Water Tower Installation	2d	1	\$ 200.00		\$ 200.00	WJ In-House
Landscape/Irrigation/Disturbed Areas	2e	1	\$ 7,500.00		\$ 7,500.00	WJ In-House
Drinking Fountains*	2f	2	\$ 3,200.00	\$ 6,400.00		IFB/WJ In-House
Tables*	2g	3	\$ 1,200.00	\$ 3,600.00		IFB/WJ In-House
Shade for Tables (needs to match play equipment)*	2h	3	\$ 4,800.00	\$ 14,400.00		Big-T Change Order
Benches (surface mount)*	3a	12	\$ 1,000.00	\$ 12,000.00		IFB/WJ In-House
Garbage Cans (surface mount)*	3c	14	\$ 1,000.00	\$ 14,000.00		IFB/WJ In-House
			Total	\$ 1,199,120.00	\$ 18,500.00	

Entry Sign Donation by MACU \$50,000 (need to finalize the agreement and design)

* Indicates items to be purchased by the approximate additional funding (\$400,000) allocation for the project.

THE CITY OF WEST JORDAN, UTAH

Resolution No. 19-61

**A RESOLUTION APPROVING THE FINAL DESIGN
FOR THE NEW WILD WEST JORDAN PLAYGROUND**

Whereas, the City Council previously awarded a contract for construction of a new Wild West Jordan Playground in Veterans Memorial Park; and

Whereas, the City Council directed the contractor to increase the play equipment and theming of the new Wild West Jordan Playground; and

Whereas, the City Council desires to approve the new Wild West Jordan Playground design before the equipment and materials are purchased; and

Whereas, the City Council has reviewed the final playground design.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN CITY, UTAH AS FOLLOWS:

Section 1. The City Council approves the final playground design.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 13th day of March, 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

"YES"

"NO"

Alan Anderson

Dirk Burton

Zach Jacob

Chad Lamb

Chris McConnehey

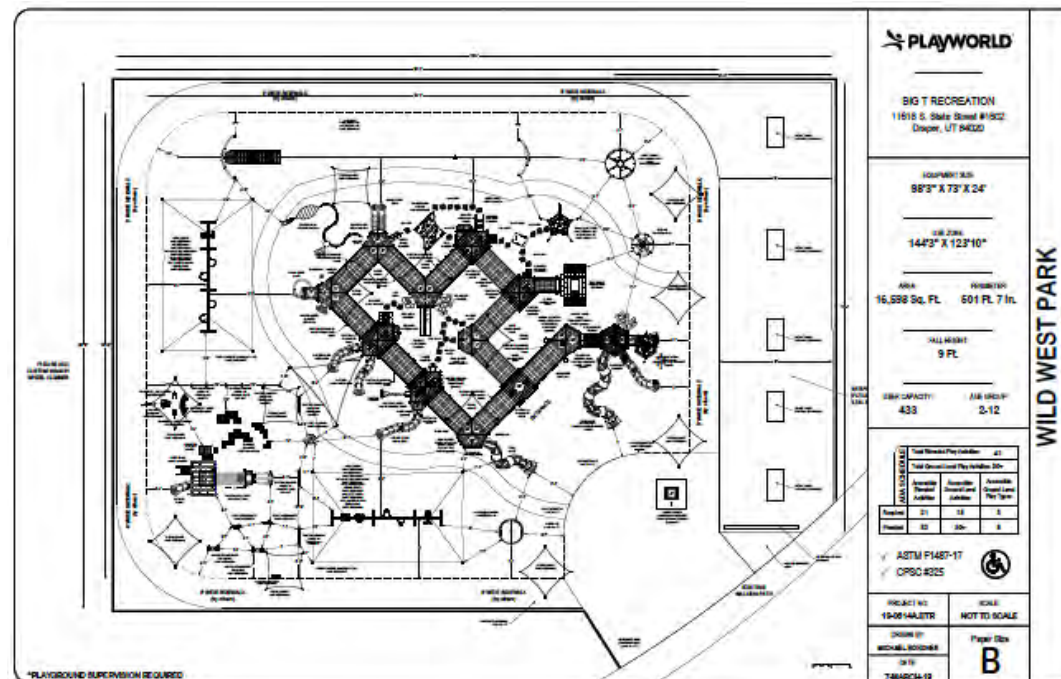
Kayleen Whitelock

Mayor Jim Riding



Wild West Jordan Playground

Overview



Potential Entry Feature Donation



Overview



Overview



Overview



Overview



Entry Area



Shade Elements



Tot Lot Area



Tot Lot Area



Educational Panels



Search and Find Panels



Big Slides



Bull Ride



Bull Ride



Rock Wall



Zip Line



Interior Play Zone



Overview



Questions



REQUEST FOR COUNCIL ACTION

SUBJECT: Rescinding Resolution 18-211, adopted December 12, 2018, and providing notice to the Lieutenant Governor of the City of West Jordan's intent to not participate in the 'Ranked Choice Voting' Pilot Program

SUMMARY: The City Council approved Resolution 18-211, December 12, 2018, providing notice to participate in the 'Ranked Choice Voting' Pilot Program for the 2019 Municipal Election. If approved, the proposed Resolution 19-~~62~~ would provide notice to the Lieutenant Governor that the City of West Jordan will not be participating in the Pilot Program.

FISCAL

IMPACT: No Fiscal Impact by rescinding Resolution 18-211.

STAFF RECOMMENDATION:

This is a policy decision for the Council to make.

MOTION RECOMMENDED:

"I move to approve Resolution 19-~~62~~, Rescinding Resolution 18-211, adopted December 12, 2018, and providing notice to the Lieutenant Governor regarding the City of West Jordan's intent to not participate in the 'Ranked Choice Voting' Pilot Program."

Roll Call vote required

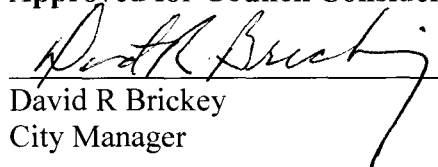
Prepared by:


Melanie S Briggs
City Clerk

Reviewed


Korban Lee
Assistant City Manager

Approved for Council Consideration:


David R Brickey
City Manager

Reviewed for Legal Sufficiency:


Duncan Murray
Assistant City Attorney

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 19- 62

A RESOLUTION RESCINDING RESOLUTION 18-211,
ADOPTED DECEMBER 12, 2018, AND PROVIDING WRITTEN NOTICE TO THE
LIEUTENANT GOVERNOR OF THE INTENT OF THE CITY OF WEST JORDAN
TO NO LONGER PARTICIPATE IN THE MUNICIPAL ALTERNATE
VOTING METHOD PILOT PROJECT "RANKED CHOICE VOTING"

WHEREAS, the State of Utah by its State Legislature made available a pilot project for participation in the alternate voting methods Pilot Project (Ranked Choice Voting) for the 2019 municipal elections; and

WHEREAS, the City of West Jordan Council adopted Resolution 18-211, December 12, 2018, directing staff to provide written notice to the Lieutenant Governor, which stated that the municipality intended to participate in the Pilot Project; and

WHEREAS, the City of West Jordan (the "City") intends to contract with Salt Lake County Election Division, having the resources and capability necessary to assist the City in participating in Vote by Mail Election; and

WHEREAS, the City had been advised by the Lieutenant Governor's Office that at any time before May 1, 2018, if the City chose for any reason to not participate in the Pilot Project, the City may opt-out of participation in the Pilot Project.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- Section 1.* Official Opt-Out of Participation in the Pilot Project. The City is rescinding their intent to participate in the Pilot Project for the 2019 election and authorizes the Mayor to sign this Resolution on behalf of the City Council and to provide a copy of this Resolution to the Lieutenant Governor.
- Section 2.* Effective Date. This Resolution shall take effect immediately upon passage as provided by law.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019

CITY OF WEST JORDAN

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council:

Council Member Chris McConnehey
Council Member Dirk Burton
Council Member Chad Lamb
Council Member Kayleen Whitelock
Council Member Zach Jacob
Council Member Alan Anderson
Mayor Jim Riding

"YES"

"NO"

REQUEST FOR COUNCIL ACTION

SUBJECT: Interlocal Cooperation Agreement with Salt Lake County Election Division

SUMMARY: Approve an Interlocal Cooperation Agreement with Salt Lake County Election Division to provide Vote by Mail Election Services for the 2019 Municipal Election.

FISCAL

IMPACT: The fiscal impact to the FY 2019-2020 Election Budget will not exceed an estimated amount of \$192,135.15.

STAFF RECOMMENDATION:

Staff has concluded that it is the best interest of the City to approve the Interlocal Cooperation Agreement with Salt Lake County Election Division to provide assistance with the Vote by Mail Municipal Elections for 2019.

MOTION RECOMMENDED:

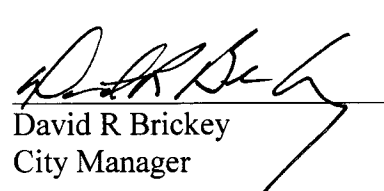
"I move to approve Resolution 19-13, authorizing the Mayor to execute an Interlocal Cooperation Agreement approving the City's participation with Salt Lake County to provide Election Services for the Vote By Mail Municipal Elections for 2019."

Roll Call vote required

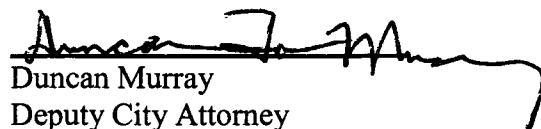
Prepared and Presented by:


Melanie Briggs, MMC
City Clerk

Reviewed by:


David R Brickey
City Manager

Reviewed as to Legal Sufficiency:


Duncan Murray
Deputy City Attorney

BACKGROUND DISCUSSION:

The 2019 Municipal Election looks to be an exciting one. With 'Proposition 10' placed on the 2017 ballot, approved with 6,841 voting in favor, and 6,778 voting against changing the City's form of to a Mayor/Council beginning January 2020, the positions and terms will be different than in past Municipal Elections. The positions and terms will be as listed below:

POSITIONS UP FOR ELECTION:

TERM

Mayor

4 – Year term (2020 – 2023)

At-Large

2 – Year term (2020 – 2021)

(new position due to the form of government change)

Council District 1

4 – Year term (2020 – 2023)

Council District 2

4 – Year term (2020 – 2023)

Council District 3

4 – Year term (2020 – 2023)

Council District 4

4 – Year term (2020 – 2023)

The 2019 Primary Election is scheduled for Tuesday, August 13, 2019, and the General Election will be held Tuesday, November 5, 2019. The City has contracted with Salt Lake County Election Division to provide Election services for the past 13 municipal elections, the Special General Obligation Bond election, and the West Jordan School District proposal. Because of the decrease with the possibility of human error, the City Clerk's Office will be using the Salt Lake County Elections Division again to facilitate the Election. The majority of the cities within Salt Lake County use the Election Division to conduct their elections. They manage one of the most consuming responsibilities of the election; selecting, assigning, and training Judges, securing all required polling locations, and the detailed machine programming and testing.

Salt Lake County Elections Division has provided an estimated cost of \$192,135.15. This amount is an estimated cost per voter based on the Vote by Mail 2019 Municipal Election of actual invoiced costs.

The County has insured the 2019 final invoiced cost per voter will be calculated based upon actual expenditures, and will not exceed the estimate of \$192,135.15. The cost will cover both the Primary and General Elections, with the County providing the following services:

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election Vote Center/Early Voting locations
- Vote by mail administration
- Updating state and county websites
- Tabulating, reporting, auditing and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. § 20A-9-203)
- Direct payment of all costs associated with the election to include vote enter workers, training, polling places, and rovers.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-63

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND SALT LAKE COUNTY ELECTION'S DIVISION TO CONDUCT VOTE BY MAIL FOR THE 2019 MUNICIPAL ELECTION

WHEREAS, the City of West Jordan and Salt Lake County are governmental units under the laws of the State of Utah; and

WHEREAS, they are authorized, by the Utah Interlocal Cooperation Act, Sections 11-13-202, et seq., UCA, 1953 as amended, to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, such an agreement has been prepared relating to the County providing Election services to the City for the purpose of assisting the City in conducting the City's 2019 Primary and General Municipal Elections; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The aforementioned agreement be approved upon "Approve as to Legal Form," and the Mayor is hereby authorized to execute the same.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2019.

JIM RIDING
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council

- Council Member Alan R Anderson
- Council Member Dirk Burton
- Council Member Zach Jacob
- Council Member Chad Lamb
- Council Member Chris McConnehey
- Council Member Kayleen Whitelock
- Mayor Jim Riding

"YES"

"NO"

INTERLOCAL COOPERATION AGREEMENT

between

THE CITY OF WEST JORDAN

and

**SALT LAKE COUNTY on behalf of the
COUNTY CLERK'S ELECTION'S DIVISION
FOR MUNICIPAL ELECTION**

THIS AGREEMENT is made and entered into the ____ day of _____, 2019,
by and between SALT LAKE COUNTY (the "County"), a body corporate and politic of the
State of Utah, on behalf of the Salt Lake County Clerk's Office, Elections Division; and the City
of West Jordan (the "City") a municipal corporation created under the laws of the State of Utah.

R E C I T A L S:

WHEREAS, the County desires to provide the services of its clerk's office, elections
division, to the City for the purpose of assisting the City in conducting the City's 2019 primary
and general municipal elections; and

WHEREAS, the City desires to engage the County for such services; and

WHEREAS, the parties are public agencies and are therefore authorized by the Utah
Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -608 (2018), to enter into
agreements to cooperate with each other in a manner which will enable them to make the most
efficient use of their resources and powers.

A G R E E M E N T:

NOW THEREFORE, in exchange for valuable consideration, including the mutual
covenants contained in this Agreement, the parties covenant and agree as follows:

1. **Term.** The County shall provide election services described below to the City
commencing on the date this Agreement is executed and terminating on December 31, 2019.
Either party may cancel this Agreement upon thirty (30) days written notice to the other party.

Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the County shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit “A.” Generally, the County shall perform the listed election functions as set forth in Exhibit “A” and as needed to ensure implementation of the City’s 2019 primary and general municipal elections.

3. **Legal Requirements.**

a. The County and the City understand and agree that the 2019 City primary and general municipal elections are the City’s elections. The City shall be responsible for compliance with all legal requirements for these elections. The City agrees to translate ballot issues, if any, into Spanish. The County will provide the remaining Spanish translations for the ballot and other election materials as required by law. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City, except as provided in this Agreement and Exhibit “A.” The County agrees to disclose and maintain election results through its website merely as a courtesy and convenience to the City. The City, and not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City’s statutory authority.

b. The County and the City understand and agree that the County does not offer the services or resources to conduct an instant runoff voting election described in sections 20A-4-603 and -604, UTAH CODE ANN. (2018). Accordingly, the County is not obligated by this Agreement to provide the services necessary for the City to participate

in the Municipal Alternative Voting Methods Pilot Project described in Chapter 20A-4, Part 6, UTAH CODE ANN. (2018).

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate attached hereto and incorporated by reference as Exhibit “B.” The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County within thirty days of receiving the invoice. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City’s election, the City shall pay the County’s actual costs of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to –904 (2018) (the “Governmental Immunity Act”). Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Governmental Immunity Act or common law. Each party shall retain liability and responsibility for the acts and omissions of their representative officers. In no event shall this Agreement be construed to establish a partnership, joint venture or other similar relationship between the parties and nothing contained herein shall authorize either party to act as an agent for the other. Each of the parties hereto assumes full responsibility for the negligent operations, acts and omissions of its own employees, agents and contractors. It is not the intent

of the parties to incur by Agreement any liability for the negligent operations, acts, or omissions of the other party or its agents, employees, or contractors.

6. **No Obligations to Third Parties.** The parties agree that the County's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third parties.

7. **Indemnification.** Subject to the provisions of the Act, the City agrees to indemnify and hold harmless the County, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability, damages, losses and expenses (including attorney's fees and costs), arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act, error or omission of the City, its officers, agents and employees and including but not limited to claims that the County violated any state or federal law in the provision of election services under this Agreement.

8. **Election Records.** The City shall maintain and keep control of all records created pursuant to this Agreement and from the elections relevant to this Agreement. The City shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, UTAH CODE ANN. §§ 63G-2-101 to -901 (2018), and all other relevant local, state and federal laws.

9. **Service Cancellation.** If the Agreement is canceled by the City as provided above, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement by either party, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

10. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

11. **Agency.** No agent, employee or servant of the City or the County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by either party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. The City and the County shall each be solely and entirely responsible for its own acts and for the acts of its own agents, employees and servants during the performance of this Agreement.

12. **Force Majeure.** Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes or unusually severe weather. If such condition continues for a period in excess of 60 days, the City or the County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.

13. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or within three (3) days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed to the parties as set forth below:

Salt Lake County

Salt Lake County Mayor
2001 South State Street, N2-100
Salt Lake City, Utah 84190

Pam Tueller, Fiscal Manager
Salt Lake County Clerk's Office
2001 South State, Suite S1-200
Salt Lake City, Utah 84190-1050
email: ptueller@slco.org

City

Melanie S Briggs, MMC
City Clerk
City of West Jordan
8000 South Redwood Road
West Jordan, Utah 84088
email: melanie.briggs@westjordan.utah.gov

14. **Required Insurance Policies.** Both parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

15. **Independent Contractor.** Because the County is consolidating election functions in order to conduct multiple, simultaneous elections on August 13, 2019, and on November 5, 2019, certain decisions by the County referenced in Exhibit “A” may not be subject to review by the City. It is therefore understood by the parties that the County will act as an independent contractor with regard to its decisions regarding resources, procedures and policies based upon providing the same scope and level of service to all participating jurisdictions made for the benefit of the whole as set forth in Exhibit “A.”

16. **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of the City or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice or action nominates, recommends or supervises the City’s operations or authorizes funding or payments to the City.

17. **Ethical Standards.** The City represents that it has not: (a) provided an illegal gift 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 contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or section 2.07, Salt Lake County Code of Ordinances; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, 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 ordinance.

18. **Interlocal Agreement.** In satisfaction of the requirements of the Utah Interlocal Cooperation Act, UTAH CODE ANN. §§ 11-13-101 to -608 (2018), (the “Interlocal Act”), in connection with this Agreement, the City and the County agree as follows:

a. This Agreement shall be approved by each party, pursuant to section 11-13-202.5 of the Interlocal Act;

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

c. Any duly executed original counterpart of the Agreement shall be filed 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 performed pursuant to this Agreement, and for any financing of such costs; and

e. No separate legal entity is created by the terms of this Agreement. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds or disposes of any real or personal property for

use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

f. County and City Representatives.

i. The County designates the County Clerk as the County's representative to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.

ii. The City designates the City's City Clerk, as the City's representative in its performance of this Agreement. The City's Representative shall have the responsibility of working with the County to coordinate the performance of its obligations under this Agreement.

19. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance. All actions including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within Salt Lake County.

21. **Integration.** This Agreement embodies the entire agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SALT LAKE COUNTY:

Mayor or Designee

Date: _____


Recommended for Approval:

Sherrie Swensen
Salt Lake County Clerk

Approved as to Form:

By: _____
Deputy District Attorney
Date: _____

Approved as to Form:


By: Duncan T. Murray
Asst. Deputy City Attorney
Date: 3/1/2019

CITY OF WEST JORDAN:

By: _____

Title: Mayor Jim Riding

Date: _____

Attest:

Melanie S Briggs, MMC
City Clerk

Exhibit "A"
2019 Municipal Elections
Scope of Work

The City agrees to the consolidation of all election administrative functions to ensure the successful conduct of multiple, simultaneous municipal, local district elections and county elections and the County agrees to conduct vote by mail/consolidated polls elections for the City.

In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Delivery of supplies and equipment
- Provision of all supplies
- Election vote center/early vote locations
- Vote by Mail administration
- Updating state and county websites
- Tabulating, reporting, auditing and preparing canvassing election results
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Ann. Ch. 11-14, Part 2 and § 20A-9-203)
- Direct payment of all costs associated with the elections to include vote center workers, training, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the elections in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"). Election costs are variable and are based upon the offices scheduled for election, the number of voters, the number of jurisdiction participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B. In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

Exhibit “B”
2019 Election Estimate
West Jordan

Below is the good faith estimate for the upcoming **2019 Municipal Election** for West Jordan. The city will be billed for actual costs, which will not exceed this estimate.

Assumptions for providing this estimate consist of the following:

- A. Active voters (as of 1/17/2019): 49,302
- B. Worst case primary election.
- C. General election for the 2019 offices below.

2019 Offices	Estimate
Mayor	
Council At-Large (1 Seat)	
Council 1	
Council 2	
Council 3	
Council 4	
Vote By Mail Election	\$192,135.15