



# COUNCIL STAFF REPORT

CITY COUNCIL of SALT LAKE CITY

**TO:** City Council Members

**FROM:** Ben Luedtke  
Budget & Policy Analyst

**DATE:** July 11, 2017

**RE:** Parley's Trail Interlocal Agreement

**Item Schedule:**

Briefing: July 11, 2017

Set Date: TBD

Public Hearing: TBD

Potential Action: TBD

## ISSUE AT-A-GLANCE

The Administration transmitted an interlocal agreement between Salt Lake City and Salt Lake County to allow construction of a new Parley's Trail segment through Hillcrest Park (southwest side of 2000 East and I-80). For a nominal sum of \$10, the agreement includes a temporary construction easement and perpetual easement for access to construct, maintain and repair Parley's Trail. The new segment will connect the existing Parley's Trail from Sugar House Park to Tanner Park. Long-term, Parley's Trail is planned to extend from Wasatch Boulevard and the Bonneville Shoreline Trail (near of the mouth of Parley's Canyon) to the Jordan River Parkway Trail. Approving this interlocal agreement would advance connectivity of the City's urban trails network.

The agreement states the "County shall be the sole owner of the Trail" and "restore any improvements to [Hillcrest] Park that are impacted by construction." The temporary construction easement will expire when the trail segment is built. Construction is expected to begin in September this year.

The Administration reports the public process "involved two rounds of door-to-door interviews and flyer on neighboring streets for residents and businesses. This was conducted by Salt Lake County staff, Salt Lake City staff and the Parley's Rails, Trails and Tunnels Coalition. The public was able to provide input to the project by email or call to [Salt Lake County]."

**Goal of the briefing:** Discuss the proposed interlocal agreement with the Administration, confirm whether to hold a public hearing, and provide direction on whether the Council supports the agreement as written.

## POLICY QUESTIONS

- Public Hearing** – Does the Council want to schedule a public hearing for this item? A potential timeline could be: set a public hearing date on July 25, hold a public hearing on August 8 and Council vote on August 29.
- Different Timeframes for Trail Easement and Maintenance** – The Council may wish to discuss with the Administration why the interlocal agreement expires in 50 years instead of matching the perpetual easement timeframe. The proposed interlocal agreement tasks Salt Lake County with all trail maintenance and repairs until the agreement expires after 50 years. Separate from the interlocal agreement, the City is granting a perpetual easement for Parley's Trail (owned by the County) to cross the city-owned Hillcrest Park. This situation would require the City and County to negotiate a new interlocal agreement for maintenance in 50 years.



## **ADDITIONAL & BACKGROUND INFORMATION**

### Requirements of Salt Lake City Code Chapter 2.90, *Open Space Lands Program*

City Code specifically exempts granting of easements from public process requirements, such as holding public hearings or posting signs at the site. The ordinance also requires the City's open space lands manager approve proposed easements. Lewis Kogan, Open Space Lands Manager, submitted a letter of approval for these easements (last page of the Administration's transmittal) because the purpose "is primarily for the benefit of the City."

### Unfinished Sections of Parley's Trail (See Attachment I 2016 PRATT Map)

If the Council approves this interlocal agreement, then one unfinished segment of Parley's Trail will remain in Salt Lake City between Hidden Hollow and the S-Line Greenway eastern terminus (intersection of McClelland St. and Sugarmont Dr.). Other unfinished segments of the trail exist in South Salt Lake City.

### Parley's Rails, Trails and Tunnels (PRATT) Coalition

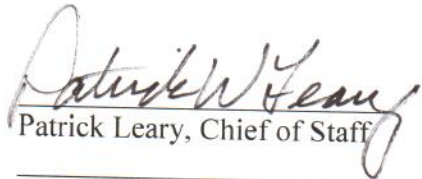
The PRATT Coalition supports this interlocal agreement because it furthers completion of Parley's Trail. Sometimes called the Parley's Trail Committee, this 501(c)3 non-profit organization assists local governments and other partners to complete Parley's Trail from the Bonneville Shoreline Trail to the Jordan River Parkway Trail. The non-profit assisted in public outreach, planning, designs, trail maintenance and funding. The organization's website is available here: [www.parleystrail.org](http://www.parleystrail.org)

## **ATTACHMENTS**

1. 2016 PRATT Map



CITY COUNCIL TRANSMITTAL

  
Patrick Leary, Chief of Staff

Date Received: May 22, 2017  
Date sent to Council: May 23, 2017

**TO:** Salt Lake City Council  
Stan Penfold, Chair

**DATE:**

**FROM:** Mike Reberg, Community & Neighborhoods Director 

**SUBJECT:** Interlocal Agreement between Salt Lake City and Salt Lake County for Parley's Trail through Hillcrest Park

**STAFF CONTACT:** Kevin J. Young, Interim Director, Transportation Division  
801-535-7108, kevin.young@slcgov.com

**DOCUMENT TYPE:** Resolution

**RECOMMENDATION:** That the City Council adopt the resolution

**BUDGET IMPACT:** None

**BACKGROUND/DISCUSSION:** The purpose of this transmittal is to request approval of this Interlocal Agreement between Salt Lake City and Salt Lake County that will allow for the construction of Parley's Trail through Hillcrest Park at 2000 East and Interstate 80 in Salt Lake City. This agreement accommodates a long-planned extension of the Parley's Trail from the Draw at Sugar House Park to Tanner Park and Parley's Canyon. In accordance with recently approved Open Space Ordinances, the assent of the Open Space Lands Manager allows the presence of this trail as an approved use in this park. This agreement would allow Salt Lake County to proceed with construction of the trail and assume responsibility for ongoing maintenance of the trail.

**PUBLIC PROCESS:** Door-to-door flyering, noticing of proposed trail, and opportunity for feedback have been provided jointly by Salt Lake County, Salt Lake City and the Parley's Trail Committee.

**EXHIBITS:**

- Resolution Authorizing the Approval of an Interlocal Cooperation Agreement Between Salt Lake City Corporation and Salt Lake County for Construction of Parley's Trail.
- Interlocal Cooperation Agreement between Salt Lake County and Salt Lake City
  - A. Roadway Plan Sheet
  - B. Site Map
  - C. Perpetual Easement
  - D. Temporary Construction Easement
- Letter of Concurrence – Salt Lake City Open Space Program

Authorizing the Approval of an Interlocal Cooperation Agreement Between Salt Lake City Corporation and Salt Lake County for Construction of Parley's Trail

WHEREAS, Salt Lake County (the "County") and Salt Lake City (the "City") are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to enter into this Agreement to act jointly and cooperatively; and

WHEREAS, the County is in the process of constructing a pedestrian trail known as "Parley's Trail" beginning on the east side of the Salt Lake Valley at Wasatch Boulevard and connecting to the Jordan River Parkway Trail and beyond; and

WHEREAS, to construct the Parley's Trail, County desires access through City's Hillcrest Park located at 1927 E. Hillcrest Avenue in Salt Lake City; and

WHEREAS, City is willing to grant and convey to County a perpetual easement and two temporary construction easements over Hillcrest Park in accordance with the terms and conditions of the Interlocal Cooperation Agreement attached hereto as **Attachment A**.

THEREFORE, BE IT RESOLVED, by the City Council of Salt Lake City, Utah as follows:

1. It hereby approves the attached Interlocal Cooperation Agreement between the County and the City, in substantially the form attached hereto as **ATTACHMENT A**, and authorizes the Salt Lake City Mayor to execute the same.

2. The Interlocal Cooperation Agreement shall become effective upon execution by both Parties and upon filing with the keeper of records of each Party as provided by Section 11-13-209 of the Cooperation Act.

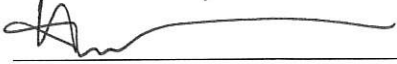
Passed by the City Council of Salt Lake City, Utah, this \_\_\_ day of \_\_\_\_\_, 2017.

SALT LAKE CITY COUNCIL

\_\_\_\_\_  
CHAIRPERSON

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
CITY RECORDER

Salt Lake City Attorney's Office  
Approved As To Form  
Date: 3/30/17  
  
\_\_\_\_\_  
Katherine N. Lewis

# Interlocal Cooperation Agreement

**THIS INTERLOCAL COOPERATION AGREEMENT** (this “*Agreement*”) is made effective \_\_\_\_\_, 20\_\_\_, by and between **SALT LAKE COUNTY**, a body corporate and politic of the state of Utah (the “*County*”), and **SALT LAKE CITY**, a Utah municipal corporation (the “*City*”). The County and the City are sometimes referred to individually in this Agreement as a “Party” and collectively as the “Parties.”

## **RECITALS:**

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

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

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

D. County is in the process of constructing a pedestrian trail known as “Parley’s Trail” beginning on the east side of the Salt Lake Valley at Wasatch Boulevard and connecting to the Jordan River Parkway Trail and beyond; and

E. To construct its Parley’s Trail, County desires access through City’s Hillcrest Park, located at 1927 E. Hillcrest Ave. in Salt Lake City; and

F. City is willing to grant and convey to County a perpetual easement and two temporary construction easements over its Hillcrest Park in accordance with the terms and conditions of this Agreement; and

G. City acknowledges it will benefit from construction of the pedestrian trail and related improvements to be constructed by County; and

H. The terms offered by the County for easements upon the City’s Hillcrest Park have been determined to be fair and adequate consideration for said easements by Salt Lake City’s Real Estate Division.

I. Pursuant to the authority granted by the Interlocal Cooperation Act, the Parties mutually desire to enter into this Agreement.

## **A G R E E M E N T:**



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

## **ARTICLE 1**

1. County shall construct a pedestrian trail known as Parley's Trail (the "Trail") across the Salt Lake Valley, a portion of which will be constructed across City's Hillcrest Park (the "Park"). County shall be the sole owner of the Trail. County shall restore any improvements at the Park that are impacted by such construction, including landscaping and sprinkling systems. County shall have a continuing obligation to maintain and repair the Trail. Plans for the portion of the Trail crossing the Park are attached hereto as Exhibit "A".
2. City shall convey to County a perpetual easement for the Trail, attached hereto as Exhibit "B". City shall also convey to County two temporary construction easements attached hereto as Exhibits "C" and "D."
3. As consideration for the conveyance of the easements from City to County, County shall ensure that the Park is connected to the Trail in a welcoming and useable fashion. No other consideration is required.

## **ARTICLE 2 ADDITIONAL PROVISIONS**

Section 2.1 **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) *Duration.* This Agreement shall take effect upon execution and terminate upon the performance by the parties of all the obligations described herein or by mutual agreement of the parties. Unless otherwise provided, any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied, but in no event shall this Agreement have a term longer than 50 years.

(b) *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(c) *Captions.* The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(d) *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(e) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

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

(g) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law.

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

(i) Time of Essence. Time is of the essence in this Agreement.

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

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

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

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

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

(o) Manner of Acquiring, Holding or Disposing of Property. The real property interest will be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

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

(q) Governmental Immunity. Both parties are governmental entities under the Governmental Immunity Act, Utah Code Ann. § 63G-7-101, *et seq.*, therefore, consistent with



the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Governmental Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

(r) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other Party hereto; (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 Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.07, Salt Lake County Code of Ordinances, (2001); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

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

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

**SALT LAKE COUNTY**

By: \_\_\_\_\_  
Mayor or Designee

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Deputy District Attorney

**SALT LAKE CITY CORPORATION**

By: \_\_\_\_\_  
Mayor or Designee

**ATTEST:**

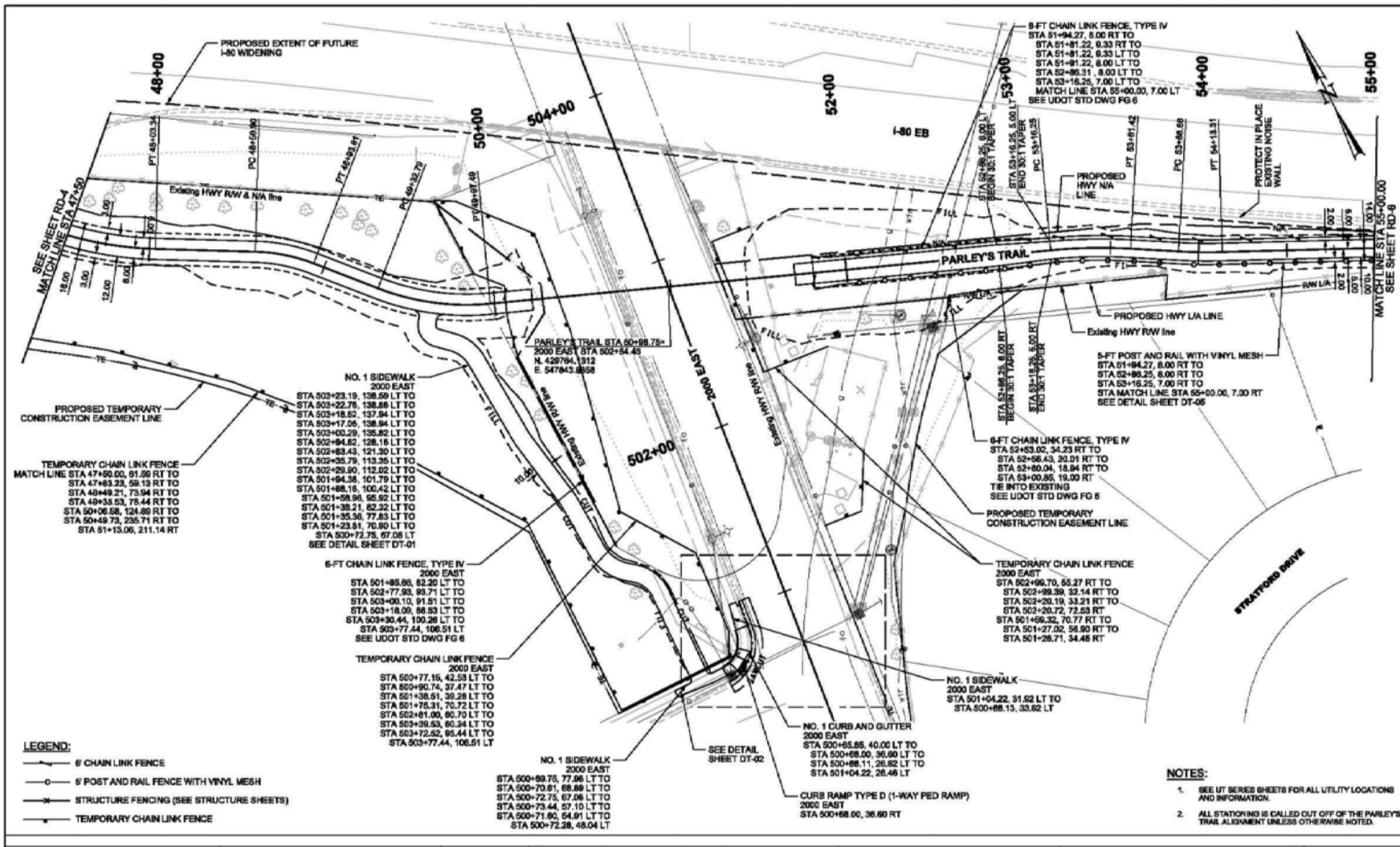
\_\_\_\_\_  
\_\_\_\_\_, City Recorder

**APPROVED AS TO FORM:**

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Senior City Attorney

Exhibit A  
Roadway Plan Sheet



**LEGEND:**

- 6' CHAIN LINK FENCE
- 5' POST AND RAIL FENCE WITH VINYL MESH
- STRUCTURE FENCING (SEE STRUCTURE SHEETS)
- TEMPORARY CHAIN LINK FENCE

**NOTES:**

1. SEE UT SERIES SHEETS FOR ALL UTILITY LOCATIONS AND INFORMATION.
2. ALL STATIONING IS CALLED OUT OFF OF THE PARLEY'S TRAIL ALIGNMENT UNLESS OTHERWISE NOTED.

**LOCHNER**  
 1245 East Bridgeway Rd Suite 400  
 Salt Lake City, Utah 84108  
 Phone: 801-415-2800  
 Fax: 801-415-2800  
 www.lochner.com

PROFESSIONAL SERVICES		DATE	
NO.	DESCRIPTION	DATE	BY
1			
2			
3			

DESIGNED BY	____
CHECKED BY	____
DATE	09/22/16
SCALE	
BY	

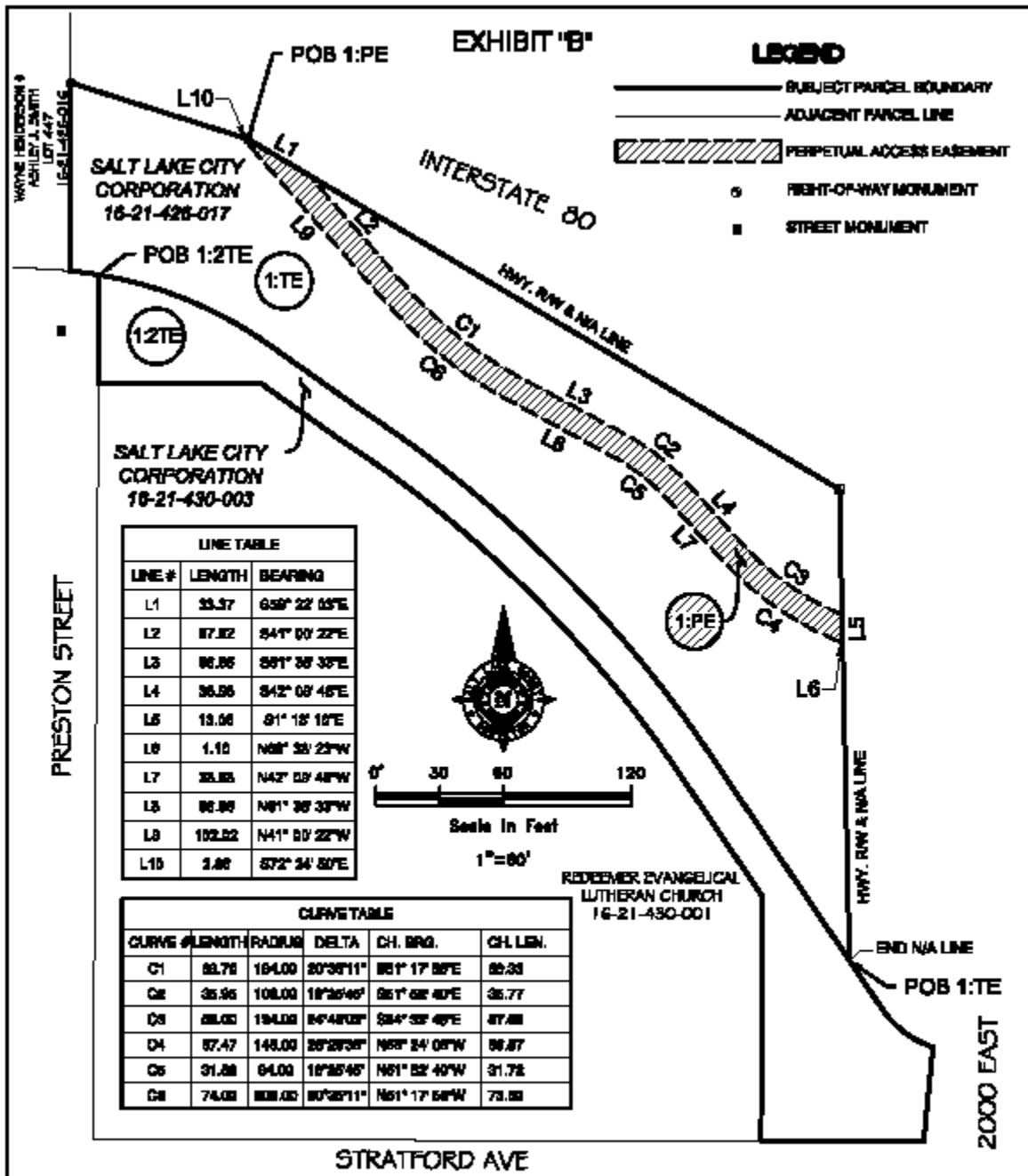
**SALT LAKE COUNTY**  
 2001 SOUTH STATE STREET  
 SALT LAKE CITY, UTAH 84143-0000  
**PARKS & RECREATION**

ROADWAY PLAN SHEET

PARLEY'S TRAIL  
 TANNER PARK TO SUGARHOUSE PARK

PROJECT NUMBER	BND15_PARLEYS
FILE NUMBER	7137
SHEET NUMBER	RD-6

Exhibit B  
Site Map



**SALT LAKE CITY CORPORATION**  
**Parley's Trail Easements**  
 Prepared for:  
**Salt Lake County Parks & Rec.**  
 Dec. 21, T.18, R.1E, S.L.S.A.M.  
 Work Order No. SL20130321

Prepared by the Office of:  
**Reid J. Demman, P.L.S.**  
**Salt Lake County Surveyor**  
 2001 S. State St. #N1500  
 Salt Lake City, Utah 84144-4878  
 (385) 485-8242

Exhibit C  
Perpetual Easement



WHEN RECORDED RETURN TO:  
Salt Lake County Real Estate  
2001 South State Street, Suite S3200  
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

**PERPETUAL EASEMENT  
Corporation**

Parcel No. 1-PE  
Tax Serial No. 16-21-426-017  
County Project: Parley's Trail  
Surveyor W.O.: SU20130321

SALT LAKE CITY CORPORATION, a Utah municipal corporation, GRANTOR(s), of Salt Lake County, State of Utah, hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a perpetual easement under, over and across the following described property for the purpose of constructing, maintaining, and repairing thereon an urban recreational trail known as Parleys Trail; and appurtenant parts thereof, together with all the rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the easement hereby granted in Salt Lake County, Utah, to wit:

(SEE EXHIBIT A)

IN WITNESS WHEREOF, SALT LAKE CITY CORPORATION, a Utah municipal corporation, has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

SALT LAKE CITY CORPORATION  
a Utah municipal corporation

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

\_\_\_\_\_  
Jacqueline M. Biskupski, Mayor

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
City Recorder

APPROVED TO FORM:  
Salt Lake City Attorney's Office

\_\_\_\_\_  
Katherine N. Lewis

On \_\_\_\_\_, personally appeared before me **Jacqueline M. Biskupski**, who, being by me duly sworn did say he is the **MAYOR**, of SALT LAKE CITY CORPORATION, and said person acknowledged to me that said corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

Residing in: \_\_\_\_\_

**(EXHIBIT A)**

A perpetual easement being part of an entire tract of land conveyed to Salt Lake City, a municipal corporation, per that Quit Claim Deed recorded on April 19, 1984 as Entry No. 3930722 in Book 5548, at Page 1021 in the Office of the Salt Lake County Recorder; said entire tract is part of Lots 1-8 of the South Country Club Heights Subdivision recorded as Entry No. 1501948 in Book R, at Page 1 in the Office of said Recorder and located in the Southwest Quarter of Section 21, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said perpetual easement is described as follows:

**Beginning** at a right-of-way monument on the southerly no-access line of Interstate Highway 80 (known as project No. 02-3) at a point on a northeasterly boundary line of said entire tract which point is 87.72 feet S. 86°01'42" E. and 95.56 feet N. 00°00'00" E. from the street monument at the intersection of Hillcrest Avenue and Preston Street; thence S. 59°22'03" E. (Record = S. 59°37'32" E.) 33.37 feet along said lines; thence departing said lines S. 41°00'22" E. 67.92 feet to a point of tangency with a 194.00 – foot radius curve to the left, concave northeasterly; thence southeasterly 69.70 feet along the arc of said curve, through a central angle of 20°35'11"; thence S. 61°35'33" E. 56.56 feet to a point of tangency with a 106.00 – foot radius curve to the right, concave southwesterly; thence southeasterly 35.95 feet along the arc of said curve, through a central angle of 19°25'45"; thence S. 42°09'48" E. 38.98 feet to a point of tangency with a 134.00 – foot radius curve to the left, concave northeasterly; thence southeasterly 58.00 feet along the arc of said curve, through a central angle of 24°48'03" to the easterly boundary line of said entire tract and westerly no - access line of said Interstate Highway 80; thence S. 01°13'10" E. (Record = S. 01°30'31" E.) 13.06 along said lines; thence departing said lines N. 68°38'23" W. 1.10 feet to a point of tangency with a 146.00 – foot radius curve to the right, concave northeasterly; thence northwesterly 67.47 feet along the arc of said curve, through a central angle of 26°28'35"; thence N. 42°09'48" W. 38.98 feet to a point of tangency with a 94.00 – foot radius curve to the left, concave southwesterly; thence northwesterly 31.88 feet along the arc of said curve, through a central angle of 19°25'45"; thence N. 61°35'33" W. 56.56 feet to a point of tangency with a 206.00 – foot radius curve to the right, concave northeasterly; thence northwesterly 74.02 feet along the arc of said curve, through a central angle of 20°35'11"; thence N. 41°00'22" W. 102.02 feet to a northerly boundary line of said entire tract; thence S. 72°24'50" E. (Record = S. 72°35'06" E.) 2.86 feet to the **Point of Beginning**.

The above described perpetual easement contains 4,206 square feet in area or 0.097 acres, more or less.

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** The Basis of Bearing is S. 86°01'42" E. between the Street Monument located at the intersection of Hillcrest Avenue and Preston Street and the Street Monument located at the intersection of Hillcrest Avenue and Wellington Street.

Exhibit D  
Temporary Construction Easement

**WHEN RECORDED RETURN TO:**  
Salt Lake County Real Estate  
2001 South State Street, Suite S3200  
Salt Lake City, Utah 84114-4575

Space above for County Recorder's use

Parcel No. 1:TE

Tax Serial No. 16-21-426-017

County Project No.: Parley's Trail

Surveyor WO: SU20130321

**TEMPORARY  
CONSTRUCTION EASEMENT  
Corporation**

**SALT LAKE CITY CORPORATION**, a Utah municipal corporation, GRANTOR(s), of Salt Lake County, State of Utah, hereby Grant(s) and Convey(s) to SALT LAKE COUNTY, a body corporate and politic of the State of Utah, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, a temporary construction easement under, over and across the following described property incidental to the trail construction, reconstruction, and adjusting for any resulting elevation changes between the Grantor's property and the improved Parley's Trail in Salt Lake County, Utah, to wit:

**(SEE EXHIBIT A)**

This temporary construction easement is taken for a \_\_\_\_\_ month period to commence with construction, and unless the construction contemplated hereunder is completed prior thereto, this temporary construction easement will expire of its own terms on \_\_\_\_\_, 20\_\_\_\_\_.

**IN WITNESS WHEREOF**, **SALT LAKE CITY CORPORATION**, a Utah municipal corporation, has caused this instrument to be executed by its proper officers thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_.

SALT LAKE CITY CORPORATION  
a Utah municipal corporation

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

\_\_\_\_\_  
Jacqueline M. Biskupski, Mayor

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
City Recorder

APPROVED TO FORM:  
Salt Lake City Attorney's Office

\_\_\_\_\_  
Katherine N. Lewis

Ownership Record RW-09CS  
Page 1 of 4

Parcel No. 1:TE  
Tax Serial No. 16-21-426-017  
County Project No.: Parley's Trail  
Surveyor WO: SU20130321

On \_\_\_\_\_, personally appeared before me **Jacqueline M. Biskupski**, who, being by me duly sworn did say he is the **MAYOR**, of SALT LAKE CITY CORPORATION, and said person acknowledged to me that said corporation executed the same.

**WITNESS** my hand and official stamp the date in this certificate first above written:

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC

Residing in: \_\_\_\_\_

**(EXHIBIT A)**

A temporary construction easement being an entire tract of land conveyed to Salt Lake City, a municipal corporation per that Quit Claim Deed recorded April 19, 1984 as Entry No. 3930722 in Book 5548, at Page 1021 in the Office of the Salt Lake County Recorder; said entire tract is part of Lots 1-8 of the South Country Club Heights Subdivision recorded as Entry No. 1501948 in Book R, at Page 1 in the Office of said Recorder and located in the Southwest Quarter of Section 21, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said temporary construction easement is described as follows:

Beginning at the southeasterly corner of said entire tract at a point in the southwesterly boundary of said subdivision on 9.06 feet S. 34°30' E. from the West corner of said Lot 8; thence N. 34°30' W. 113.76 feet along said subdivision boundary to a point of tangency with a 634.73-foot radius curve to the left; thence Northwesterly 228.39 feet along the arc of said curve; thence N. 55°07' W. 53.49 feet to a point of tangency with a 193.09-foot radius curve to the left; thence Northwesterly 104.97 feet along the arc of said curve and subdivision boundary; thence N. 86°15'58" W. 1.98 feet to the Southwest corner of said Lot 1; thence N. 0°01' W. 90.03 feet along the west line of said subdivision to the southerly no-access line of Interstate Highway 80 known as Project No. 02-3; thence S. 72°35'06" E. 87.07 feet along said no-access line; thence S. 59°37'32" E. 323.84 feet along said no-access line to the northeasterly corner of said entire tract; thence S. 1°30'31" E. 220.22 feet along said no-access line to the point of beginning.

The above described temporary construction easement contains 0.985 acres.

**LESS AND EXCEPTING** the following described perpetual easement:

A perpetual easement being part of an entire tract of land conveyed to Salt Lake City, a municipal corporation, per that Quit Claim Deed recorded on April 19, 1984 as Entry No. 3930722 in Book 5548, at Page 1021 in the Office of the Salt Lake County Recorder; said entire tract is part of Lots 1-8 of the South Country Club Heights Subdivision recorded as Entry No. 1501948 in Book R, at Page 1 in the Office of said Recorder and located in the Southwest Quarter of Section 21,

Township 1 South, Range 1 East, Salt Lake Base and Meridian. The boundary of said perpetual easement is described as follows:

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**Beginning** at a right-of-way monument on the southerly no-access line of Interstate Highway 80 (known as project No. 02-3) at a point on a northeasterly boundary line of said entire tract which point is 87.72 feet S. 86°01'42" E. and 95.56 feet N. 00°00'00" E. from the street monument at the intersection of Hillcrest Avenue and Preston Street; thence S. 59°22'03" E. (Record = S. 59°37'32" E.) 33.37 feet along said lines; thence departing said lines S. 41°00'22" E. 67.92 feet to a point of tangency with a 194.00 – foot radius curve to the left, concave northeasterly; thence southeasterly 69.70 feet along the arc of said curve, through a central angle of 20°35'11"; thence S. 61°35'33" E. 56.56 feet to a point of tangency with a 106.00 – foot radius curve to the right, concave southwesterly; thence southeasterly 35.95 feet along the arc of said curve, through a central angle of 19°25'45"; thence S. 42°09'48" E. 38.98 feet to a point of tangency with a 134.00 – foot radius curve to the left, concave northeasterly; thence southeasterly 58.00 feet along the arc of said curve, through a central angle of 24°48'03" to the easterly boundary line of said entire tract and westerly no - access line of said Interstate Highway 80; thence S. 01°13'10" E. (Record = S. 01°30'31" E.) 13.06 along said lines; thence departing said lines N. 68°38'23" W. 1.10 feet to a point of tangency with a 146.00 – foot radius curve to the right, concave northeasterly; thence northwesterly 67.47 feet along the arc of said curve, through a central angle of 26°28'35"; thence N. 42°09'48" W. 38.98 feet to a point of tangency with a 94.00 – foot radius curve to the left, concave southwesterly; thence northwesterly 31.88 feet along the arc of said curve, through a central angle of 19°25'45"; thence N. 61°35'33" W. 56.56 feet to a point of tangency with a 206.00 – foot radius curve to the right, concave northeasterly; thence northwesterly 74.02 feet along the arc of said curve, through a central angle of 20°35'11"; thence N. 41°00'22" W. 102.02 feet to a northerly boundary line of said entire tract; thence S. 72°24'50" E. (Record = S. 72°35'06" E.) 2.86 feet to the **Point of Beginning**.

The above described perpetual easement contains 4,206 square feet in area or 0.097 acres, more or less.

**BALANCE:** Contains 38,754 square feet in area or 0.890 acres, more or less

**EXHIBIT "B":** By this reference, made a part hereof.

**BASIS OF BEARING:** The Basis of Bearing is S. 86°01'42" E. between the Street Monument located at the intersection of Hillcrest Avenue and Preston Street and the Street Monument located at the intersection of Hillcrest Avenue and Wellington Street.



PUBLIC SERVICES

JACKIE BISKUPSKI  
MAYOR

KRISTIN RIKER  
PARKS & PUBLIC LANDS DIRECTOR

March 15, 2016

Lewis Kogan  
Open Space Lands Program Manager  
1965 W 500 S  
Salt Lake City, UT 84114-5510

Katherine Lewis  
Senior City Attorney  
P.O. Box 145478  
451 South State Street, Suite 505A  
Salt Lake City, UT 84114-5478

Dear Ms. Lewis,

I am writing to confirm that disposition of Open Space Program lands within Hillcrest Park in Salt Lake City for the purpose of a trail easement for the Parley's Trail, as constructed and maintained by Salt Lake County, is primarily for the benefit of the City. This trail project is acceptable and consistent with the designated use of the property. As such, I approve exempting this trail easement from a public hearing period as provided for under section 2.90 of Salt Lake City's open space ordinance.

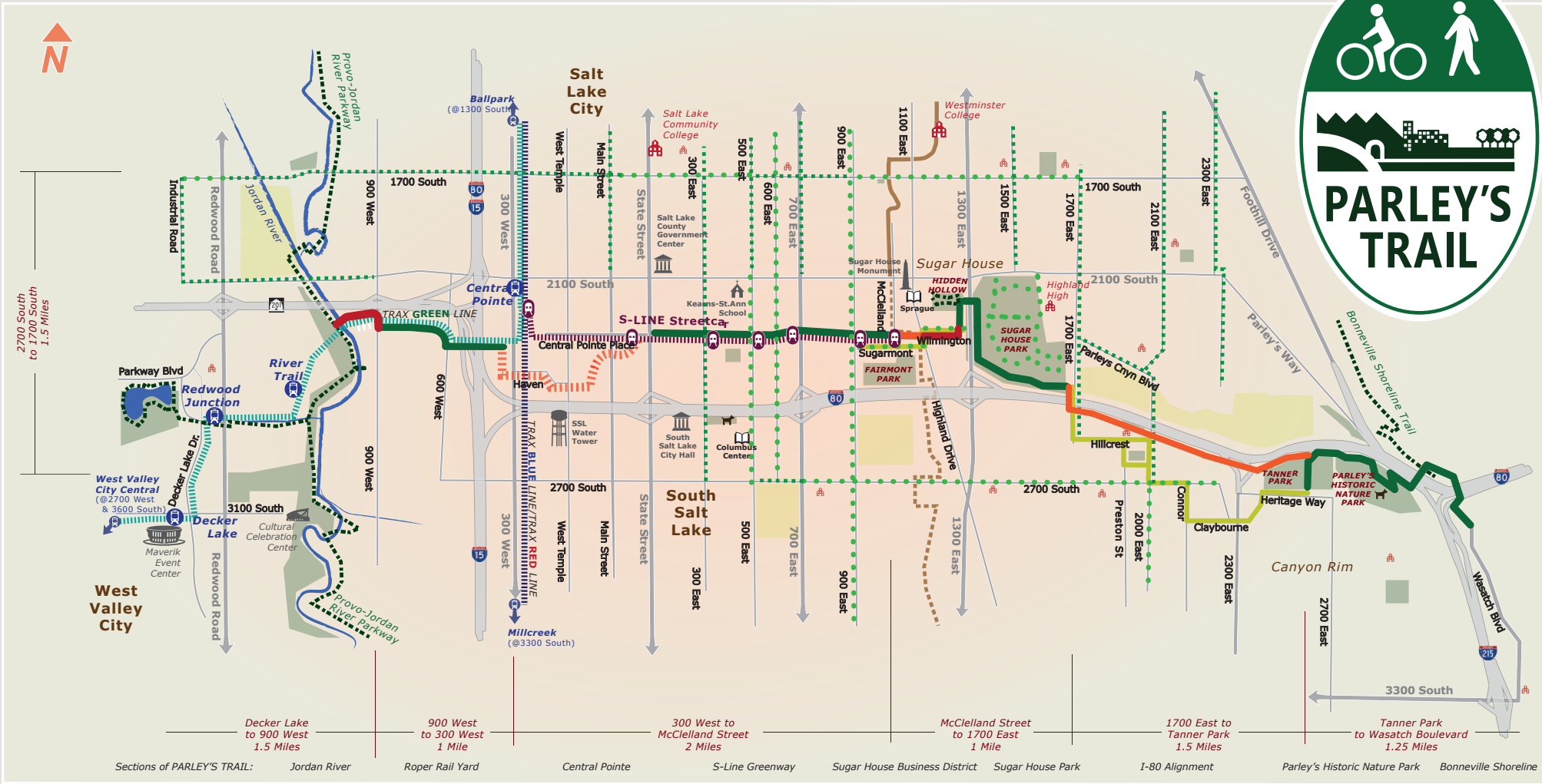
Thank you for your consideration.

Best regards,

A handwritten signature in black ink, appearing to read "Lewis Kogan".

Lewis Kogan  
Open Space Lands Program Manager





- | Parley's Trail                       | Roads                             | Utah Transit Authority (UTA) | Points of Interest   |
|--------------------------------------|-----------------------------------|------------------------------|----------------------|
| Completed Off-Street Shared-Use Path | Freeway System (Auto Access Only) | TRAX RED and BLUE Lines      | School               |
| Temporary On-Street Route            | Higher Volume Auto Traffic Street | TRAX GREEN Line              | Library              |
| Under Construction                   | Lower Volume Auto Traffic Street  | S-LINE Streetcar             | Off-Leash Dog Area   |
| Under Design - Unfunded              | On-Street Bike Lane               | TRAX Station                 | Parks and Open Space |
| Alignment Undetermined / Unfunded    | Signed Shared Street Route        | S-LINE Station               | Golf Course          |
|                                      | Existing Shared-Use Path          |                              | Proposed Canal Trail |
|                                      |                                   |                              | Existing Canal Trail |

# IMPACT FEES 101

Governed by State Statute 11-36a-101  
Salt Lake City Ordinance 18.98

“Impact fee means a payment of money imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure.”

# IMPACT FEES 101

**Public Facilities:** impact fee facility that has a life expectancy of 10 years or more and are owned or operated by or on behalf of a local political subdivision

## **Four categories of Public Facilities:**

- Parks
- Transportation
- Police
- Fire

Public Utilities has a separate plan and fee schedule.

# IMPACT FEES 101

- Previous plan adopted in 2012
- Fees were enacted in 2013
- Changes to ordinance include parks fee and roadways
- Moratorium from November 2015 to 2016
- New plan developed during that year
- Plan adopted December 2016
- New fees in effect April 2017
- Old Plan vs New Plan

# IMPACT FEES 101

- Before imposing an impact fee, each local political subdivision or private entity shall prepare:



## IMPACT FEE FACILITIES PLAN (IFFP)

Identifies the demands placed upon the City's existing facilities by future development and evaluates how these demands will be met by the City. Outlines the improvements which are intended to be funded by impact fees.



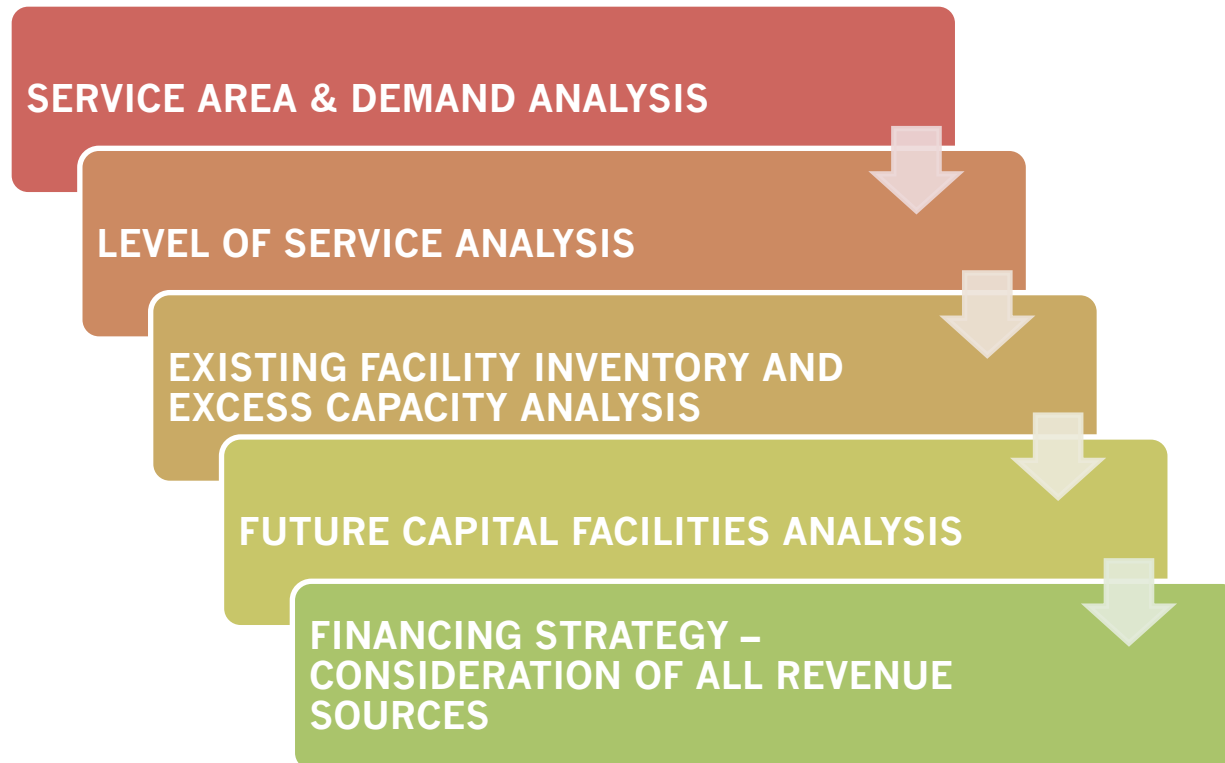
## IMPACT FEE ANALYSIS (IFA)

Proportionately allocates the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered.

# IMPACT FEES 101

5

The following elements are important considerations when completing an IFFP and IFA:



# IMPACT FEES 101

Impact fees can only be assessed on the new growth.

New growth is determined by the difference between current level of service and projected growth.

- Parks—total open space and parks acreage per person multiplied by projected growth
- Transportation—current and future trips by mode; determine need for future infrastructure to manage growth/trips
- Police/Fire—based on call data; number of calls per unit



# IMPACT FEES 101

## EXAMPLE: PARKS IMPACT FEE CALCULATION

Value of parks per capita: \$1,637

Population estimate for single family: 3.16 pp per hh

Population estimate for multi-family: 1.88 pp per hh

Population estimate x per Unit = impact fee

Single family impact fee: \$5,173 (\$2,875)

Multi-family impact fee: \$3,078 (\$2,875)

# IMPACT FEES 101

TABLE 1.1: IMPACT FEE PER UNIT

	Single Family Residential (per Unit)		Multi-Family Residential (per Unit)		Commercial/Retail (per 1,000 SF)		Office (per 1,000 SF)		Industrial (per 1,000 SF)	
	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing	Proposed	Existing
Parks	5,173	2,875	3,078	2,875	-	-	-	-	-	-
Fire	171	119	171	119	250	320	53	320	25	320
Police	59	41	59	41	86	30	20	30	10	30
Transportation	330	424	231	249	1,650	3,280	429	2,330	297	2,260
<b>Total</b>	<b>\$5,732</b>	<b>\$3,459</b>	<b>\$3,538</b>	<b>\$3,284</b>	<b>\$1,986</b>	<b>\$3,630</b>	<b>\$502</b>	<b>\$2,680</b>	<b>\$332</b>	<b>\$2,610</b>
<b>Percent Change</b>	<b>66%</b>		<b>8%</b>		<b>(45%)</b>		<b>(81%)</b>		<b>(87%)</b>	

*Note: This table is from page 5 of the plan*

# IMPACT FEES 101

## **ELIGIBLE USES OF IMPACT FEES:**

### PARKS

All open space and park acquisition and development is 100% impact fee eligible

Improvements to existing parks are also impact fee eligible as long as it is to accommodate growth

# IMPACT FEES 101

## ELIGIBLE USES OF IMPACT FEES:

### TRANSPORTATION

New traffic signals	100%
Traffic signal upgrades	20%
Pedestrian safety devices	50%
Bikeways citywide	50%
Folsom Trail Phases 1 & 2	50%
9-Line/TransValley Trail Phase 1	50%
Transit amenities	75%
Pedestrian overpass at 300 North	50%

# IMPACT FEES 101

## ELIGIBLE USES OF IMPACT FEES:

### TRANSPORTATION

Rose Park Lane	50%
Indiana/900 South	57%
800 South/Sunnyside	10%
1300 South (400 West to 500 West)	10%
Gladiola Street (500 South to 900 South)	57%
Pavement condition survey	10%
500/700 South (appr. 4900 West)	57%
1300 East Reconstruction	10%

# IMPACT FEES 101

## **ELIGIBLE USES OF IMPACT FEES:**

### POLICE

Sugar House Precinct

### FIRE

Fire Stations #3 & #14

Fire Training Center

FTC Large Vehicle Garage