

COTTONWOOD HEIGHTS

RESOLUTION NO. 2015-55

A RESOLUTION APPROVING WATER CONNECTION AGREEMENTS WITH SALT LAKE CITY CORPORATION

WHEREAS, the city council (the "Council") of the city of Cottonwood Heights ("City") met in regular session on 8 September 2015 to consider, among other things, approving a "Fire Protection Connection Agreement" with, and an application for water service to, Salt Lake City Corporation ("SLC"); and

WHEREAS, entry into such agreement and application (collectively, the "Water Connection Agreements") is necessary and advisable in connection with City's development of its municipal center project at 2277 East Bengal Blvd., Cottonwood Heights, UT; and

WHEREAS, the Council has reviewed the form of the Water Connection Agreements, photocopies of which are annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of City's residents to approve City's entry into the Water Connection Agreements as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Water Connection Agreements are hereby approved, and that City's mayor and recorder are authorized and directed to complete, execute and deliver the Water Connection Agreements on behalf of City.

This Resolution, assigned no. 2015-55, shall take effect immediately upon passage.

PASSED AND APPROVED effective 8 September 2015.



Linda Dumlavy
Linda Dumlavy, Recorder

COTTONWOOD HEIGHTS CITY COUNCIL

By *Kelvyn H. Cullimore, Jr.*
Kelvyn H. Cullimore, Jr., Mayor

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

Absent

DEPOSITED in the office of the City Recorder this 8th day of September 2015.

RECORDED this 9 day of September 2015.

FIRE PROTECTION CONNECTION AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into this _____, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter called "City" and The City of Cottonwood Heights, a Utah municipality, ("Owner") whose mailing address is 1265 East Fort Union Blvd, Cottonwood Heights, Utah 84121.

WITNESSETH

WHEREAS, Owner has applied for a six-inch auto sprinkling connection and a eight-inch detector check fire connection to the watermain of the City for the purpose of using such connections to supply an automatic fire sprinkler system and/or a manual fire protection system, consisting of a manually operated fire hydrant or hydrants connected to a main, for property located at approximately 2285 East Bengal Blvd, Cottonwood Heights, Utah 84121 and;

WHEREAS, the City is willing to grant said connection:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Owner agree as follows:

1. That the cost of making said connection to the City's watermain shall be \$3323.61 which sum shall include a charge for any metering device required by City. Said sum shall be paid by Owner to the City's Department of Public Utilities before such connection is made.
2. That Owner shall furnish and install all pipe, valves and other necessary facilities extending from City's watermain as required by City, and Owner shall also provide all excavation, subsequent fill and resurfacing sufficient to meet the requirements of the authority having jurisdiction thereof.
3. That this installation shall be made in accordance with the rules and regulations of the National Fire Protection Association and as directed by the City's Director of Public Utilities.
4. That the City may inspect, at any reasonable time, any and all facilities installed in connection with this service line.
5. That Owner will not make or allow the connection of any other system of any type that uses City water from and/or draws City water through said automatic fire sprinkler system and/or manual fire protection system, except for fighting fire, without the prior written consent of City. The discovery of any such unauthorized connection or other unauthorized use of water shall be grounds for City's immediate cancellation of this

Account # _____
Service # _____

Salt Lake City Department of Public Utilities
1530 South West Temple SLC, Utah 84115
Phone: (801) 483-6727 Fax: (801) 483-6855
APPLICATION FOR CITY UTILITY SERVICE
COMMERCIAL AND/OR INDUSTRIAL

I (we) hereby apply for City Utility Service at: _____ (need copy of certificate of address from City Engineering)

For city utility service provided within the Salt Lake City service area, I (we) agree to be bound by city rules, regulations and ordinances governing water, sewer, storm drainage, and refuse pickup service therein and agree to pay for all water delivered through the meter, sewer service delivered to the premises, storm drain and refuse pickup.

For water service outside of the City boundaries, I agree to pay water rates as established pursuant to Section 17.16. Salt Lake City Code, as such rates may be changed from time to time. In the event that I am a shareholder in a water irrigation company that has an exchange agreement with Salt Lake City, I understand that my rates may be subject to the terms of such exchange agreement, and I agree to be bound by all the terms and conditions of such exchange agreement.

The owner's application is required by city ordinance. If not provided, water service will be terminated.

Briefly describe business: _____

Estimated water usage (gallons per day): _____

Wastewater discharge (gallons per day): _____

Is this an industry or business that will discharge production waste into the sanitary sewer? ____

Do you use or store any hazardous materials? ____

Signature _____ Date: _____

Name _____ **PLEASE COMPLETE, SIGN & DATE**

Mailing Address _____

City, State, Zip _____

Home Phone: _____

Work Phone: _____

Phone: _____

Drivers License No. _____

Tax ID No. _____

Date of Birth _____

Public Utilities Contracts Office Representative

Comments: _____

FIRE PROTECTION CONNECTION AGREEMENT

A G R E E M E N T

THIS AGREEMENT is made and entered into this _____, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter called "City" and The City of Cottonwood Heights, a Utah municipality, ("Owner") whose mailing address is 1265 East Fort Union Blvd, Cottonwood Heights, Utah 84121.

W I T N E S S E T H

WHEREAS, Owner has applied for a six-inch auto sprinkling connection and a eight-inch detector check fire connection to the watermain of the City for the purpose of using such connections to supply an automatic fire sprinkler system and/or a manual fire protection system, consisting of a manually operated fire hydrant or hydrants connected to a main, for property located at approximately 2285 East Bengal Blvd, Cottonwood Heights, Utah 84121 and;

WHEREAS, the City is willing to grant said connection:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Owner agree as follows:

1. That the cost of making said connection to the City's watermain shall be \$3323.61 which sum shall include a charge for any metering device required by City. Said sum shall be paid by Owner to the City's Department of Public Utilities before such connection is made.
2. That Owner shall furnish and install all pipe, valves and other necessary facilities extending from City's watermain as required by City, and Owner shall also provide all excavation, subsequent fill and resurfacing sufficient to meet the requirements of the authority having jurisdiction thereof.
3. That this installation shall be made in accordance with the rules and regulations of the National Fire Protection Association and as directed by the City's Director of Public Utilities.
4. That the City may inspect, at any reasonable time, any and all facilities installed in connection with this service line.
5. That Owner will not make or allow the connection of any other system of any type that uses City water from and/or draws City water through said automatic fire sprinkler system and/or manual fire protection system, except for fighting fire, without the prior written consent of City. The discovery of any such unauthorized connection or other unauthorized use of water shall be grounds for City's immediate cancellation of this

Agreement and the disconnection and discontinuance of all services hereunder without notice to Owner and without any liability whatsoever therefor.

6. That in the event Owner requires a combination connection supplying both culinary and fire protection needs, Owner agrees to provide and pay for the meter and any other facilities designated by City and to pay for all water used through said connection at the then applicable water rate. Otherwise, Owner will use no water through said system except for fire purposes.

7. That water shall be supplied hereunder only at such pressure and volume as may be available from time to time as a result of the normal operation of City's water system.

8. That all maintenance of said service connection shall be paid by Owner.

9. That Owner will pay, when billed by City, the then prevailing service fee based upon the size of the connection made to the City main.

10. That Owner will indemnify, save harmless and defend City from and against any loss, cost or expense, arising out of the installation, use, maintenance or removal of said fire line and attendant facilities.

11. This Agreement and all other covenants contained herein shall inure to the benefit of and shall be binding upon City and Owner, respectively, and their successors, assigns and legal representatives. Owner shall not assign, transfer, or sublet any interest or obligation hereunder without the written consent of the City.

12. This Agreement constitutes the entire agreement between the parties and it cannot be altered except in writing signed by both parties.

13. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. The signatories represent that they have not (1) provided an illegal gift or payoff to a City officer or employee 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, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) 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 2.44, Salt Lake City Code.

SALT LAKE CITY CORPORATION

By: JEFFRY T. NIERMEYER
ITS: DIRECTOR, DEPARTMENT OF
PUBLIC UTILITIES

ATTEST AND COUNTERSIGN:

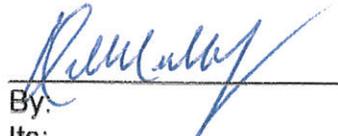
CITY RECORDER

Approved as to legal form
Fire Protection Connection Agreement (v1-2008)



Senior City Attorney

THE CITY OF COTTONWOOD
HEIGHTS, a Utah municipality



By:
Its:

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the _____ day of _____, 2015, personally appeared before me _____, who being by me duly sworn, did say that he is _____ of Cottonwood Heights City, a Utah municipality, and that the within and foregoing instrument was signed on behalf of such entity.

NOTARY PUBLIC, residing in
Salt Lake County, Utah