



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA April 2, 2019

Posted March 28, 2019

Notice is given that the North Salt Lake City Council will hold a regular meeting on **APRIL 2, 2019** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm in the Council Conference Room followed by the regular session at 7:00 pm in the Council Chambers. Some members may participate electronically. The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION –6:00 p.m.

1. Proposed Capital Facilities Plans for FY 2020 Budget
2. Approve City Council Minutes – March 19, 2019
3. Action Items
4. City Council Reports
5. Adjourn

REGULAR SESSION - 7:00 p.m.

1. Introduction by Mayor Len Arave
2. Invocation and Pledge of Allegiance ~ Council Member Mumford
3. Citizen Comment
4. Youth City Council Mayor's Report
5. Consideration of Council Member Hood's Appointment to the Parks Trails Arts and Recreation Advisory Board
6. Consideration of Plat Amendment to the I-215 Parkway Commercial Condo Sub. located at approximately 255 South Riverbend Way, Tom Stuart Construction, applicant
7. Re-Consideration of a General Development Plan for Orchard Grove located at 378 East Odell Lane, Brighton Development, applicant.
8. Consideration of request for a P-District rezone and Development Agreement (**2019-19A**) for The Ridge located at approximately 650 East Edgecrest Lane, CW Land, applicant
9. Consideration of a Preliminary Plan for The Ridge located at approximately 650 East Edgecrest Lane, CW Land, applicant
10. Consideration of Proposed Expenditures for Fencing at Mathis Park, 400 East 800 North
11. Consideration of **Resolution 2019-10R**: A Resolution Approving an Interlocal Agreement with Davis County for 2019 Municipal Election Services. (**2019-12A**)
12. Mayor's Report
13. City Attorney Report

14. City Manager Report

15. Adjourn

CLOSED SESSION

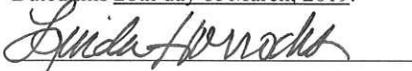
1. Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character professional competence, or physical or mental health of an individual; to discuss collective bargaining; or to discuss the purchase, exchange, sale, or lease of real property.
Utah Code 52-4-205

The public is invited to attend all City Council meetings. If you need special accommodations to participate in the City Council meeting, please call the City office at 801-335-8709. Please provide at least 24 hours' notice for adequate arrangements to be made.

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 28th day of March, 2019.

Dated this 28th day of March, 2019.





1
2 CITY OF NORTH SALT LAKE
3 CITY COUNCIL MEETING-WORK SESSION
4 MARCH 19, 2019

5 **DRAFT**

6
7 Mayor Arave called the meeting to order at 6:04 p.m.

8
9 PRESENT: Mayor Len Arave
10 Council Member Brian Horrocks
11 Council Member Stan Porter
12 Council Member Ryan Mumford
13 Council Member James Hood
14 Council Member Lisa Watts Baskin

15
16 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,
17 Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Sherrie
18 Llewelyn, Community Development Director; Brent Moyes, Golf Course Director; Linda
19 Horrocks, City Recorder; Marty Peterson, Emergency Preparedness Manager; Andrea Bradford,
20 Minutes Secretary.

21
22 1. BUDGET 2020-WATER UTILITY RATES

23
24 Ken Leetham introduced the Water Fund budget overview for the fiscal year 2019-2020. He
25 presented the water conservation goals for the City including reducing the most severe cases of
26 overwatering, City-wide education on proper watering practices, preparing a plan that included
27 incremental steps to address true conservation needs in the future, and working toward a more
28 widespread use of automatic ways to conserve water such as smart controllers and low flow
29 toilets and fixtures. Mr. Leetham explained that the City was not at the point where xeriscaping
30 or extreme conservation methods were necessary, but said that it was reasonable to plan for
31 future conservation when the water supply was not as plentiful.

32
33 Council Member Hood commented that reports showing the percentage of snow pack was based
34 on averages and that drought years could skew the results especially in years with heavy snow
35 pack.

36
37 Ken Leetham then addressed the City's water rate structure and presented a map with culinary
38 water pressure zones. He said the Council had discussed a rate structure that would incentivize
39 conservation and penalize excess use. Staff collected data on every lot size in the City and then
40 tried to estimate base charges for watering but determined this method would be too
41 complicated. Staff then determined that the best method would be to review water pressure zones
42 and implement a rate structure that penalized overwatering and was reflective of the actual cost
43 of watering based on location, such as if the water was pumped uphill. He stated that staff had a
44 meeting set up in April with the Weber Basin Water Conservancy District for review of staff's
45 analysis. He said that while overwatering occurred throughout the City, and not just on the larger

46 lots, the majority of the residents were utilizing water properly. It was estimated that 8% to 20%
47 of the residents were overwatering but staff would prepare more accurate data for the Council.
48

49 Janice Larsen reported on the Water Fund utility rates and the current rate structure. She said that
50 typically staff recommended a straight two to three percent increase on culinary water but asked
51 if the Council wanted to review and adjust the rate structure. She presented current residential
52 water rates and tiers for August 2017 with a focus on the Foxboro area. Ms. Larsen explained
53 that per gallon a low user of irrigation and culinary water in Foxboro would pay \$5.49, \$2.43 or
54 \$2.52 annually per 1,000 gallons used.
55

56 Janice Larsen said that if the City Council was interested in comparing rates she could provide
57 more information, analysis, and staff recommendations.
58

59 Council Member Mumford asked if the high water usage could be related to filling up a
60 swimming pool. Mayor Arave replied that the water usage was most likely not related to
61 swimming pools and suggested it could be extensive landscaping.
62

63 Council Member Mumford asked if property owners who purchased two lots had two
64 connections and paid two base rates. Janice Larsen replied that generally the City combined the
65 meters into one account so they paid double the base rate and averaged the tier.
66

67 Janice Larsen said that overall the cash balance of the Water Fund was excellent at \$4.9 million
68 at the beginning of the fiscal year. She said staff was not recommending a huge increase and
69 asked if the Council was interested in restructuring the tiers or considering a small rate increase.
70

71 Mayor Arave commented that Big West Oil may be drilling their own wells and would then
72 leave the City's water system. He asked what type of impact this would have. Janice Larsen
73 replied that there were several factors which would cause a big impact to the water system
74 including Big West Oil and the proposed annexation.
75

76 Ken Leetham suggested a three percent rate increase and said that staff would meet with Big
77 West Oil and then provide more information to the Council at a later date.
78

79 Council Member Mumford asked if the water tank would be constructed above Eaglewood Cove
80 development. Paul Ottoson replied that the developer was still working on geotechnical issues.
81

82 Council Member Baskin asked if the arbitration related to this proposed development in
83 Eaglewood Cove was still ongoing. Paul Ottoson replied that the City had not met with the third
84 party representative at this point and that the development was still in the midst of discussions
85 about the geotechnical studies of the area.
86

87 Council Member Mumford also commented that adding the water tank at The Cove would be
88 another issue with another pump station and an additional tier. Ken Leetham replied that the staff
89 would review the cost by zone to determine the expense to push water uphill.

90
91 The Council then discussed the City's water rates compared to Bountiful and Salt Lake,
92 xeriscaping, and not penalizing the everyday/average water user.

93
94 Mayor Arave requested that staff provide information on the Foxboro secondary water/outdoor
95 usage data.

96
97 Ken Leetham recapped that it sounded like the Council was comfortable with a modest rate
98 adjustment and suggested staff to continue to answer questions, analyze the data, and provide
99 some recommendations in the future related to water conservation rates.

100

101 Ken Leetham then reported on the future water line projects for 2019 through 2022. He said that
102 a project related to a portion of Eaglewood Loop, which was already funded and approved for
103 2019, would have two other sections completed in 2020 and 2021. Other projects included
104 replacement of cast iron pipes on 150 North and also Lacey Way in 2022. Mr. Leetham said that
105 as the Water Fund was so well funded that some projects may be moved up if it could be
106 coordinated with street projects.

107

108 Council Member Horrocks commented that he was contacted by Troy Brazell regarding high
109 frequency pipe technology and would send the information to Paul Ottoson.

110

111 Ken Leetham said that per the budget schedule the Parks Department budget discussion would be
112 held during the April 2nd Council meeting. Mayor Arave asked that this information be provided
113 to him as he would be unable to attend that meeting.

114

115 2. APPROVE CITY COUNCIL MINUTES

116

117 The City Council minutes of March 5, 2019 were reviewed and amended. **Council Member**
118 **Baskin moved to approve the minutes of March 5, 2019 as amended. Council Member**
119 **Mumford seconded the motion. The motion was approved by Council Members Horrocks,**
120 **Porter, Mumford, Hood and Baskin.**

121

122 3. ACTION ITEMS

123

124 The action items list was reviewed. Completed items were removed from the list.

125

126 Council Member Mumford asked about new action item number one related to the potential for
127 billboards along Legacy Highway. Sherrie Llewelyn replied that she would do a full analysis of
128 the City code to ensure that billboards were not allowed along Legacy Highway within the City
129 limits.

130

131 Council Member Mumford also asked about current action item eight regarding the addition of
132 trees in the park strips on Foxhollow and at the Foxboro roundabout. Ken Leetham replied that
133 he would review this item and bring a proposal to the Council.

134

135 4. ADJOURN

136

137 Mayor Arave adjourned the meeting at 6:56 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
MARCH 19, 2019

DRAFT

Mayor Arave called the meeting to order at 7:06 p.m. Council Member James Hood offered the invocation and Dallin Jackson, BSA Troop 770, led those present in the Pledge of Allegiance.

PRESENT: Mayor Len Arave
Council Member Brian Horrocks
Council Member Stan Porter
Council Member Ryan Mumford
Council Member James Hood
Council Member Lisa Watts Baskin

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Sherrie Llewelyn, Community Development Director; Brent Moyes, Golf Course Director; Linda Horrocks, City Recorder; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: David Finklea, Milt Buhrman, Vickie Buhrman, Dee Lalliss, Barry Bryson, Wendy Mele, Carly Martin, Cobi Arnett, Greg Gulso, Kristian Wang, Katie Wang, Dallas Stanger, Sharon Stanger, Bill Wright, Bryce Johnson, Caralyn Bingham, Kelly Jones, residents; Douglas Jackson, Dallin Jackson, BSA Troop 770; Bryce Thurgood, Castle Creek Construction; Taylor Spendlove, Brighton Development.

1. CITIZEN COMMENT

Mayor Arave commented that the Council would accept public comment during the review for the General Development Plan for Orchard Grove and the General Development Plan for Foxboro Marketplace agenda items.

Dee Lalliss said that City staff presented a report related to fluoride and the City water system in a previous City Council meeting. He asked that this information be placed in the City newsletter including how often the water is tested, how safe the water is related to fluoride, etc.

2. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2019-12R: A
RESOLUTION AMENDING THE FISCAL YEAR 2018-2019 BUDGET FOR
CERTAIN ENGINEERING AND PUBLIC WORKS ITEMS

Janice Larsen reported that there were two items related to the budget increase with the first item of \$505,000 for the Orchard Drive north to Eaglewood Drive road project. This change in the

181 Capital Road Project Fund budget would include an increase use of fund balance in the amount
182 of \$505,000 and would be used to fund a road project from Orchard Drive north to Eaglewood
183 Drive. This road project would be funded with transportation tax revenues. The second
184 adjustment would be a change in the Fleet Fund budget with an increased revenue in the amount
185 of \$126,000, an increased use of fund balance in the amount of \$14,200, and increased
186 expenditures in the amount of \$140,800. This budget change would reflect the sale of the current
187 2018 John Deere wheel loader under a lease buy-back agreement, the purchase of a new loader,
188 and the up-fitting cost for the new loader.

189
190 **Mayor Arave opened the public hearing at 7:11 p.m. There were no comments and Council**
191 **Member Horrocks moved to close the public hearing at 7:12 p.m. Council Member Hood**
192 **seconded the motion. The motion was approved by Council Members Horrocks, Porter,**
193 **Mumford, Hood and Baskin.**

194
195 **Council Member Horrocks moved to adopt Resolution No. 2019-12R a resolution adopting**
196 **an amendment to adjust the fiscal year 2019-2019 Road Capital Project Fund and Fleet**
197 **Internal Service Fund budgets. Council Member Hood seconded the motion. The motion**
198 **was approved by Council Members Horrocks, Porter, Mumford, Hood and Baskin.**

199
200 3. CONSIDERATION OF A GENERAL DEVELOPMENT PLAN FOR ORCHARD
201 GROVE LOCATED AT 378 EAST ODELL LANE, BRIGHTON DEVELOPMENT,
202 APPLICANT

203
204 Sherrie Llewelyn reported that Brighton Homes was the proposed buyer and developer, and that
205 the site plan had been amended several times after three meetings with the Planning
206 Commission. The 1.24 acre site was currently zoned RM-7. She then showed a map of the
207 surrounding zoning and land uses which included single family homes and PUDs on Orchard and
208 Odell Lane. She showed the first concept plan with 24 units, the second plan with 24 units, and
209 the new concept plan with 16 units. The proposed concept plan, which was recommended by the
210 Planning Commission, would have eight units facing Orchard Drive, four units facing Odell
211 Lane, and the remaining four units facing the Peach Tree Apartments. The plan consisted of one
212 access point onto Odell Lane with a total density of 14 units per acre with 16 total units. Each
213 unit would have a two car wide garage and driveway for 4.25 parking spaces per unit plus four
214 guest parking spaces. The property would also have a fenced dog park. Mrs. Llewelyn showed
215 examples of the proposed architecture and said that the buildings would be 2 ½ stories tall. The
216 existing sidewalk and retaining wall on Orchard Drive would be removed and replaced with a
217 four-foot park strip and new five-foot sidewalk. Odell Lane would be widened by approximately
218 15 feet to accommodate the same cross section which was required at Odell Crossing P-District
219 on the opposite side of Odell Lane. The units along Odell Lane would be similar to the
220 architecture of those constructed at Chesham Village.

221
222 The total open space for the project would be 30% of the site. The Planning Commission made a
223 favorable recommendation with five conditions including that the proposed building will be

224 brick and Hardie board trim in a neutral color palette, the existing wood fencing be upgraded to
225 composite, the density would be 16 units, the parking approved at 4.25 spaces per unit, and the
226 final architecture, design, materials, and colors with the elevations as proposed. These units
227 would be for sale units with the open space to be managed by the HOA.

228

229 Council Member Hood commented that he did not like the design of the four units with front
230 doors facing Peach Tree Apartments and felt that this could potentially attract package thieves.

231

232 **Mayor Arave allowed for public comment at 7:19 p.m.**

233

234 David Finklea, 265 East 50 South, commented that he attended the Planning Commission
235 meetings and while he was happy to see the reduced number of units he had concerns about the
236 exterior materials particularly the painted Hardie board and stucco. Mr. Finklea said that brick or
237 stone would be more cohesive with the rest of the neighborhood.

238

239 Bryce Johnson, 278 East 340 North, said he lived in the Chesham Village development so he was
240 familiar with the layout. His concerns were that larger cars such as SUVs may not fit into the
241 garages and that there may not be adequate visitor parking, as that is what they have experienced
242 in Chesham Village.

243

244 Vickie Buhrman, 8 North Valley View Drive, said that she did not understand the parking
245 concerns related to the development as people already parked on the street.

246

247 Barry Bryson, 349 Odell Lane, said he was representing North Shadow Ridge HOA and felt that
248 this development was double the other developments in the area. He felt the zoning change was a
249 violation of property rights for the current homeowners. Mr. Bryson said that while parking at
250 4.25 was a big draw that it was not that good of a benefit. He also said there was a current
251 parking problem on Odell Lane and suggested that this complex have dumpsters versus
252 individual garbage cans.

253

254 Wendy Mele, 395 East Odell Lane, said she felt this was a high density development and did not
255 appreciate the rezone. She asked why there would be a dog park and not a playground. Ms. Mele
256 also complained about parking issues along Odell Lane.

257

258 Carly Martin, 367 Odell Lane, said she would prefer to keep the current zoning and have fewer
259 units in this development based on the issues that had already been addressed.

260

261 Bill Wright, 203 North Valley View Drive, commented that the plan had changed substantially
262 over the course of the Planning Commission meetings. He said that the Commission and the
263 developer mitigated many of the previous issues related to parking, urban design issues, etc. Mr.
264 Wright also said that that this development would help to address the tremendous housing
265 shortage as it was a for sale product in a good location. Mr. Wright commented further that this

266 type of urban development is needed all along the Wasatch Front and he thanked North Salt Lake
267 for being proactive in supporting this kind of housing.

268

269 Taylor Spendlove, Brighton Development, addressed some of the comments made and said that
270 while the original proposal was for stucco, Hardie board, and brick that they would not be using
271 stucco and could commit to that at this point. He explained that Hardie was a durable material
272 with a 30-year warranty. Mr. Spendlove then said that they had added a foot to the garages and
273 that the grading of the site would allow for fewer stairs and more garage space overall. He then
274 said the dog park would be moved to the western building and a tot lot would be installed. The
275 property line dispute would also be resolved versus a property line adjustment and deeding of a
276 portion of the property.

277

278 Mayor Arave asked about dumpsters versus individual garbage cans. Taylor Spendlove replied
279 that they would have a shared dumpster for residents to use.

280

281 The Council viewed the surrounding developments and densities adjacent to the proposed
282 project. They discussed the fact that there would be less control over the design and other
283 advantages if the zoning remained the same.

284

285 Council Member Mumford asked what the density would allow in the current zoning. Sherrie
286 Llewelyn replied that it would be twelve units.

287

288 Mayor Arave commented on affordability and that these types of units were more affordable for
289 residents and for the City to service. He said that not everyone could afford to live on quarter
290 acre lots. Taylor Spendlove said that these units were what could be built in the City in the
291 \$250,000 to \$300,000 price range.

292

293 Council Member Mumford asked if these units would have patios. Taylor Spendlove replied that
294 there would be patios or decks based on the style. He said these buildings would be 2 1/2 story
295 buildings at 35 feet high and would include basements.

296

297 Council Member Baskin commented on the increased garage size and if they would
298 accommodate SUVs. Taylor Spendlove replied that the stairs in the Chesham units created issues
299 so they would be adding an extra foot to accommodate larger vehicles on these units. Sherrie
300 Llewelyn also said that staff was aware of the prior issue and would ensure that it was not a
301 problem on these units.

302

303 Council Member Baskin spoke on the proposed elevation and said that there were quite a few
304 steps up to the front door. Taylor Spendlove replied that they would have the least amount of
305 steps possible and hoped to drop the grade from what was shown in the concept elevation.

306

307 Council Member Baskin asked the configuration of the front doors adjacent to Peach Tree
308 Apartments. Taylor Spendlove replied that this configuration allowed for two car side by side
309 garages.

310
311 Council Member Baskin asked about the landscaping requirement and said there were nearby
312 parks for the children to play in. Taylor Spendlove replied that the proposed landscaping would
313 be 30% and that they would be relocating the dog park to accommodate a playground on the
314 property.

315
316 Mayor Arave asked about the demographics of the development. Taylor Spendlove replied that
317 he was unsure of the specific demographic mix, but that he had seen a variety at Chesham
318 Village of older individuals, families, and young professionals.

319
320 Council Member Mumford asked what the monthly HOA cost would be. Taylor Spendlove
321 responded that it would be based on utilities, road configuration, and snow removal.

322
323 Council Member Porter asked how Brighton would ensure that these units were not rented out.
324 Taylor Spendlove replied that this would be addressed in the development agreement and with
325 the HOA.

326
327 Council Member Baskin asked if there was a burden or difficulty that they had been unable to
328 solve for this development. Taylor Spendlove replied that parking was always an issue but they
329 were above the parking ratio for this development. He also spoke on housing affordability and
330 that most people would be unable to purchase a home in their current neighborhoods.

331
332 Council Member Porter commented that he appreciated the Planning Commission and respected
333 the landowners. He said that by allowing four more units that it would provide for architectural
334 standards and for-sale units.

335
336 Kelly Jones commented that she used Odell Lane to access the freeway and that it currently takes
337 a long time to cross that street. She spoke on the investment made by the existing homeowners
338 and said that the Council should consider traffic, setbacks, density, and the current zoning and
339 did not need to allow the rezone.

340
341 Council Member Mumford asked if the power lines would be buried. Sherrie Llewelyn replied
342 that the lines would not be buried.

343
344 Council Member Mumford asked for the square footage of the Wyndam and the Clifton
345 floorplans. Taylor Spendlove replied that the Wyndam would be approximately 2,000 square feet
346 with the basement and the Clifton would be 1550 square feet. The garages on the Wyndam
347 would be 20 feet wide by 21 feet deep and the Clifton garages would be 20 feet wide and 22 feet
348 deep. The driveway would be 18 feet long to accommodate parking.

349

350 Mayor Arave asked about the fencing on the south side of the property. Taylor Spendlove replied
351 that they would be replacing the existing fencing with a composite fence.

352
353 Council Member Baskin commented that the remarks made by residents did not fall on deaf ears
354 but Odell Lane was already dense. She said that through the Planning Commission process that
355 improvement would be made to develop a product that the landowners could be proud of.

356
357 Mayor Arave said that neighborhoods along the Wasatch Front would be changing due to the
358 influx of residents.

359
360 Council Member Porter commented that a rezone would allow for more control overall. He said
361 that there was a fear that multifamily would ruin a neighborhood but that people needed places to
362 live and that good people were what made a community regardless of what type of building they
363 lived in.

364
365 Council Member Mumford said that while the developer had addressed many of the problems
366 and that buyers would purchase these units he did not like the design or layout of the buildings.

367
368 **Council Member Porter moved that the City Council approve the General Development**
369 **Plan for Orchard Grove located at 378 East Odell Lane with the following conditions:**

- 370
371 **1) The proposed building will be of brick and Hardie board trim construction with a**
372 **neutral color palette;**
373 **2) The existing wood fencing be upgraded to a composite material;**
374 **3) The total density of the project allowed will be 16 units;**
375 **4) Parking approved at a ratio of 4.25 spaces a unit; and**
376 **5) Final architecture, design, materials, and colors, with the elevations as proposed.**

377
378 **Council Member Baskin seconded the motion. The motion was approved by Council**
379 **Members Porter and Baskin. Council Members Hood, Mumford and Horrocks voted in**
380 **opposition to the motion. The vote was 2-3 against, and the motion failed.**

381
382 Taylor Spendlove asked if there would be a motion for denial or what the next step would be.
383 Ken Leetham replied that he did not believe the City code would restrict Brighton Homes from
384 working with City staff to adjust their General Development plan proposal and bring it back
385 before the City Council.

386
387 Council Member Baskin clarified that the developer could readjust the configuration or reduce
388 the number of units.

389
390 Ken Leetham commented that the City would work with the developer to determine whether the
391 application would need to go back before the Planning Commission or whether changes could be
392 made and brought back before the City Council.

393

394 One of the property owners commented that she grew up on the property and was concerned
395 about it becoming rental units. She said she wanted the property to become something that was
396 taken care of. Council Member Horrocks suggested that as the property owners, it was their
397 choice of who to sell it to and determine what the end use might be.

398

399 4. CONSIDERATION OF RESOLUTION 2019-14R: A RESOLUTION AMENDING
400 THE GENERAL DEVELOPMENT PLAN & DEVELOPMENT AGREEMENT
401 RELATED TO THE MULTI-FAMILY HOUSING APPROVED AT FOXBORO
402 MARKETPLACE, LOT 7 LOCATED AT 790 NORTH CUTLER DRIVE, FOXBORO
403 MARKETPLACE, CHRIS ROBINSON, APPLICANT
404

405

405 Sherrie Llewelyn reported that the proposed property was located north of Lee's Market. She
406 provided an overview of the previous project with two buildings consisting of 51 units per
407 building, tuck under garages, detached garages, and carports, with modern architecture
408 composed of brick, stucco, and Hardie board with flat roofs. The developer approached the City
409 Council and asked for an amendment to the development agreement due to financial hardships.

410

411 The new plan would include six buildings with 124 units total with five of the buildings to be
412 three stories tall and one to be four stories tall. The four story building contained units on the top
413 floor with three bedroom lofts and would be located adjacent to Redwood Road. The site plan
414 would retain the clubhouse and swimming pool as well as the picnic and tot lot areas but would
415 not include any of the other active recreation space previously approved.

416

417 The previous plan included a landscaped area of 37% of the site with the new plan proposing
418 35% of the site which would meet the minimum landscaping requirement of 20%. The trail along
419 Redwood Road would include a berm, park strip, a wrought iron fence along the property line
420 and access to the trail from the apartments.

421

422 The previous parking requirements were based upon the number of bedrooms with 1.5 spaces per
423 unit for a one bedroom unit. The new plan includes tuck under garages and driveway space in
424 front of the garages for a total of 262 proposed spaces divided out into 72 tuck under garages, 72
425 tandem driveway spaces, 60 carports, a 40 surface spaces including 4 ADA stalls. The increase
426 in parking is a direct effect of the reduction in single bedroom units and the increase in 2-3
427 bedroom units. Previously there were 54 one bedroom units, 44 two bedroom units, and 4 three
428 bedroom units with the new planning showing 30 one bedroom units, 62 two bedroom units, and
429 30 three bedroom units. The Planning Commission recommended that two additional parking
430 spaces be added for a total of 264 as well as the required landscaped islands with trees and that
431 seven ADA spaces be provided with at least four surface spaces.

432

433 Mrs. Llewelyn then said that the total bedroom count was increased which was a concern for
434 several of the Commissioners, particularly Commissioner Larson who stated that there were
435 almost 100 more bedrooms than the original approval and said that this would impact parking.

436

437 Sherrie Llewelyn then said that the proposed architecture would be similar to the Avanti
438 development at Farmington Station which the Council viewed several weeks ago. She spoke on
439 fencing and said that the previous plan included detached garages and a six foot masonry fence
440 that served as a buffer between the apartments and the existing industrial use but as the plan had
441 changed an eight foot landscape buffer and a masonry wall or composite fence be installed.

442

443 Mrs. Llewelyn spoke on the height of the proposed buildings and said the three story buildings
444 would be 45 feet tall and the four story building would be 55 feet tall. She said one public
445 comment was received via email which objected to the 55 foot tall building as it was not
446 conducive to the neighborhood.

447

448 Sherrie Llewelyn commented that the minimum landscaping requirement was 20% and said that
449 the Planning Commission recommended the development agreement be modified to require
450 30%. The landscaping along Redwood Road would be required to be improved to a minimum
451 distance of 24 feet behind the curb. The Planning Commission recommended approval with ten
452 conditions including an additional two parking spaces as well as landscaped islands with trees,
453 seven ADA spaces with at least four surface spaces, landscape buffers surrounding the parking
454 areas be increased to eight feet in width, the minimum landscaping requirement be increased
455 from 20% to 30%, appropriately sized street trees be provided in the park strip along Cutler
456 Drive, required street trees along Redwood Road be placed within the park strip, the proposed
457 landscaping berm along the east property line be of adequate height to shield headlights of cars
458 from Redwood Road, fencing along the north property line be composite or masonry, fencing
459 along the west, south, east property line be composite split rail or wrought iron with appropriate
460 pedestrian entries, and subject to approval of an amended development agreement.

461

462 Sherrie Llewelyn said that five members voted in favor, with one member absent, and one
463 member voting in opposition based on the increased number of bedrooms.

464

465 **Mayor Arave allowed for public comment at 8:43 p.m.**

466

467 Caralyn Bingham, 1053 Manchester Drive, said that there was a concern about obtaining
468 additional public comment as the plan had changed significantly with the additional of 96
469 bedrooms. She suggested that the City Council table this item to allow for additional public
470 comment.

471

472 Cobi Arnett, 320 Boston Dr., expressed concern with the significant changes and that the public
473 was not given enough notice to attend the open house which was held by the developer. She said
474 there were already safety issues with the crosswalks on Cutler Drive and the roundabouts in the
475 area as well as parking concerns.

476

477 Kristian Wong, 491 Lynhurst, said that this was a new plan and said that the item be tabled to
478 allow for additional citizen comment or denied based on the fact that it was completely different
479 from the previous version.

480

481 Sharon Stanger, 922 West Alton Drive, commented that this development would be a burden to
482 the community including the schools, police department and roads due to the increased traffic.
483 She also said that she was against the four story building as it set a new precedent for the area.

484

485 Dee Lalliss spoke on the potential issues regarding egress and ingress onto Redwood Road. He
486 asked if the fire and police had reviewed this application.

487

488 Bryce Thurgood, Castle Creek Homes, said that he could not address the public meeting that was
489 held as he was not involved. He then addressed the concerns which were raised and said there
490 would be two access points to the development including the one off Cutler Drive. Mr. Thurgood
491 then spoke on density and said that this project was the least dense of all their projects and the
492 highest parked site at 2.25 stalls per unit. He explained that only one building would be four
493 stories and 55 feet tall. Mr. Thurgood also said that the size of the amenities such as the pool and
494 clubhouse shown on the site plan were just conceptual and could be similar to what was
495 originally approved. He said they would put in nice amenities to attract residents.

496

497 Council Member Horrocks commented that he was impressed by the Avanti product in
498 Farmington. He felt that the density argument was off, based on the nature of the bedrooms. He
499 said that parking was always an issue and dependent on who rented the units. Council Member
500 Horrocks said that South Davis County was a desirable location and whatever was built would be
501 successful. He commented that he would not be opposed to tabling this item for additional public
502 comment but pointed out that there was already an approved agreement in place with less density
503 that the developer could use.

504

505 Bryce Thurgood said that their management company had a good grip on what was happening in
506 their communities. He also said they could issue parking permits to deal with any issues.

507

508 Council Member Mumford commented on the Avanti product and said it was beautiful. He said
509 that the developer, Chris Robinson, had gone above and beyond to try and cater to the area.

510

511 Bryce Thurgood asked that the item be tabled to allow for additional public comment.

512

513 Council Member Porter said that this item could be delayed to allow for public comment but that
514 explained that it was not necessary as the Council already had a contract in place.

515

516 Council Member Baskin commented that she was surprised to see the number of units had
517 increased. She said that the item should be tabled to allow for the developer to make a better
518 effort to work with the public and modify the plan.

519

520 Council Member Hood stated that the original approval was for two buildings and the proposed
521 plan was for six buildings which was deceiving. He said that construction on the original
522 building could have begun much earlier and that the increased number of bedrooms was an issue.

523
524 **Council Member Baskin moved to table Resolution 2019-14R a resolution amending the**
525 **General Development Plan and Development Agreement to the Foxboro Marketplace**
526 **Development Agreement. Council Member Mumford seconded the motion. The motion was**
527 **approved by Council Members Horrocks, Porter, Mumford, Hood and Baskin.**

528
529 Mayor Arave commented that while Chris Robinson previously tried to reach out to the public
530 that this project would not progress without support from the community.

531
532 Dallas Stanger, 922 West Alton Drive, commented that he was concerned about the parking in
533 that the number of spaces decreased and the number of units increased. Mayor Arave clarified
534 that the City Council asked the developer to work with the community and obtain support before
535 bringing the item back before the Council.

536
537 **The Council took a brief recess from 9:17 p.m. to 9:32 p.m.**

538
539 5. CONSIDERATION OF A BID AWARD FOR ORCHARD DRIVE SOUTH STREET
540 RECONSTRUCTION PROJECT FROM EAGLERIDGE DRIVE TO CENTER
541 STREET AND US89 TO ROUNDABOUT

542
543 Paul Ottoson reported that the Orchard Drive south street reconstruction project would start on
544 the south end of Eagleridge Drive at US-89 along Orchard Drive to Center Street. He said that
545 this project was on the five year plan per the LTAP study. The design for the concrete work had
546 not yet been completed as it must be installed first. The bid for the sidewalk curb and gutter
547 project would go out in April.

548
549 Since Orchard Drive would become narrower, it would be impossible to maintain two lanes of
550 traffic during construction. Therefore, Orchard Drive would have a hard closure at the north leg
551 of the Eagleridge Drive roundabout and a soft closure at Center Street. The road would remain
552 open to local traffic only during construction. On Eagleridge Drive the contractor would be
553 allowed to completely shut down the road from the roundabout to US-89 during a period of two
554 separate weekends. He said this project would begin in August when the concrete work was
555 completed.

556
557 Mayor Arave asked about a long term solution to the roundabout. Paul Ottoson replied that the
558 City would hire a traffic consultant for reviews and suggestions on the roundabout. He said that
559 may change the total price of the project.

560
561 Ken Leetham commented that there would be time after the bid was awarded to review the
562 roundabout and the intersection. He said that once a better configuration was determined that

563 most likely the roundabout would be removed. Staff would bring a proposal to the Council with
564 the cost and budget amendment for the study.

565
566 Paul Ottoson said that five bids were obtained with Staker and Parson at the low bid of
567 \$542,609.35.

568
569 Council Member Mumford asked for clarification on the roundabout and Orchard Drive closures.
570 Paul Ottoson replied that the roundabout would be closed for two days. He said Orchard Drive
571 would be closed with local traffic only for 60 days.

572
573 Council Member Baskin asked if there was concern about the significant price difference
574 between the bids. Paul Ottoson replied that as the low bid was Staker and Parson that he was not
575 concerned. He also said that as there was so much work that many companies were bidding high.

576
577 **Council Member Baskin moved that the City Council award the Orchard Drive**
578 **Reconstruction South project to Staker & Parson Companies for the price of \$542,609.35.**
579 **Council Member Mumford seconded the motion. The motion was approved by Council**
580 **Members Horrocks, Porter, Mumford, Hood and Baskin.**

581
582 6. CONSIDERATION OF A BID AWARD FOR ORCHARD DRIVE NORTH STREET
583 RECONSTRUCTION PROJECT FROM EAGLEWOOD DRIVE TO THE NORTH
584 CITY LIMIT LINE

585
586 Paul Ottoson reported that this project would begin at Eaglewood Drive and extend north to the
587 City limit line. He said this portion of Orchard Drive was much wider than the previously
588 discussed portion and included 50 feet of asphalt. Staff determined to go out for two bid
589 schedules with Bid Schedule A to leave the road open for traffic. The contract time would be 60
590 days. Bid Schedule B would allow for road closures and allow local traffic only. All side streets
591 except Eaglewood Drive would be closed to Orchard Drive with the driveways to remain open.
592 The contract time would be 45 days. Mr. Ottoson said the advantages to Schedule A were traffic
593 flow, access to businesses and residential driveways. The advantages to Schedule B were the cost
594 savings of \$85,000 and the shorter construction period. The disadvantage was that it would make
595 it more difficult for customers to access the businesses along Orchard Drive.

596
597 Staff obtained five bids with Post Asphalt and Construction as the low bidder on Schedule A at
598 \$504,936.50 and Staker and Parson as the low bidder on Schedule B at \$419,955.50.

599
600 Mayor Arave commented that Eaglepointe Drive was falling apart and asked if they were worse
601 around manhole covers, etc. Paul Ottoson replied that it was hard to get compaction at manhole
602 covers.

603
604 Council Member Porter commented on the effect of the road closures on the businesses along
605 Orchard Drive.

606

607 Ken Leetham suggested that the City could be more aggressive with signage and notices for
608 alternative routes to the businesses. He also said that staff could meet beforehand with the
609 businesses that would be affected.

610

611 Paul Ottoson commented that the contract included a clause that the reconstruction would need
612 to be completed before the Tour of Utah in August. He said that staff would also like to talk to
613 the contractor about completing the project before the July 3rd celebration.

614

615 The Council felt that it would be better to complete the work as quickly as possible and asked
616 staff to meet with the affected business owners.

617

618 **Council Member Mumford moved that the City Council award Bid Schedule B of the**
619 **Orchard Drive Reconstruction North project to Staker & Parson Companies for the price**
620 **of \$419,955.50. Council Member Horrocks seconded the motion. The motion was approved**
621 **by Council Members Horrocks, Porter, Mumford, Hood and Baskin.**

622

623 7. CONSIDERATION OF RESOLUTION 2019-13R: A RESOLUTION AUTHORIZING
624 THE SUBMISSION OF A CDBG APPLICATION TO DAVIS COUNTY FOR THE
625 BURIAL OF POWER LINES FROM 200 SOUTH TO 150 SOUTH HIGHWAY 89,
626 AND INCLUDING THE PROJECT ON THE CAPITAL FACILITIES PLAN FOR THE
627 FISCAL YEAR 2019-2020 BUDGET

628

629 Sherrie Llewelyn reported that staff proposed preparing an application with a funding request of
630 \$114,000 from Davis County's Community Development Block Grant (CDBG) program with a
631 \$28,000 or 20% match. This application indicated the City's desire to bury the power lines from
632 approximately 200 South Highway 89 to 150 South Highway 89.

633

634 **Council Member Porter moved to approve Resolution 2019-13R a resolution authorizing**
635 **the City Manager, or his designee, to submit an application to Davis County soliciting**
636 **Community Development Block Grant (CDBG) Funds for the burial of power lines from**
637 **approximately 200 South Highway 89 to 150 South Highway 89 and adding the project on**
638 **the Capital Facilities plan for the fiscal year 2019-2020 budget. Council Member Horrocks**
639 **seconded the motion. The motion was approved by Council Members Horrocks, Porter,**
640 **Mumford, Hood and Baskin.**

641

642 8. CONSIDERATION OF ORDINANCE 2019-02: AN ORDINANCE AMENDING
643 SECTION 10-1-45 OF THE CITY OF NORTH SALT LAKE CITY CODE
644 PERTAINING TO TEMPORARY SHORT TERM RENTALS

645

646 Sherrie Llewelyn reported that many cities were adopting an ordinance regarding short term
647 rentals (STR) or they could be located anywhere as a right by use. Cities put in regulations for
648 STR's so transit room taxes can be collected and to protect the character of residential

649 neighborhoods. She explained that the ordinance was created from model ordinances and
650 contained portions of code from other cities which was then modified per the Planning
651 Commission. Several changes included the removal of the requirement for four unrelated adults
652 or 8 family members and a maximum rental duration of 45 days versus 30 days.

653

654 The proposed STR amendments made the following changes including established the
655 requirement for an STR permit, required owner occupancy for a minimum of 183 calendar days
656 per year, limited the number of people that a unit may be rented to, allowed only one STR per
657 property, ADUs used as STRs may be rented 365 days per year, required a parking plan and off
658 street parking, provided methods for the City to contact property owners in the event of an
659 emergency, notified the owner of requirements for maintenance, required posting of certain
660 information, and provided penalties for violations of STR regulations.

661

662 Council Member Horrocks commented that individuals with existing units would not comply
663 with the ordinance. Sherrie Llewelyn replied that owners would be required to obtain a yearly
664 license regardless of preexisting rentals.

665

666 Council Member Porter said that something could be put in place now and then modified as
667 necessary.

668

669 Mayor Arave asked about parking requirements. Sherrie Llewelyn clarified that .5 parking
670 spaces would be required for every bedroom rented with a minimum of one off-street parking
671 space.

672

673 Council Member Mumford asked about the requirement for the property owner to live on the
674 property for 183 days per year. Sherrie Llewelyn replied that this would help to prohibit the
675 purchase of a single family home to be used solely for short term rental properties.

676

677 Council Member Baskin asked about the short term rental limit of no more than 30 days. Sherrie
678 Llewelyn responded that it had been changed to 45 consecutive nights.

679

680 Dee Lalliss commented that in some cities the short term rentals were restricted by
681 neighborhood. He said that the ordinance should address on-street parking and should not limit
682 the number of days.

683

684 David Finklea commented that there were not that many rentals and it was not a big deal. He said
685 some people made a living off their rentals and the City should not regulate this so strictly as this
686 was placing the burden on the citizen and what they could do with their property.

687

688 The Council asked that the City attorney review this amendment and that staff stay on top of this
689 ordinance and modify it as necessary.

690

691 Ken Leetham commented that this would give the City the tools to preserve neighborhoods in the
692 right way but said it would not be a big revenue source. He also suggested that licensed STR
693 could be noticed on the City's website.

694

695 **Council Member Horrocks moved to approve Ordinance 2019-02: an ordinance of the City**
696 **of North Salt Lake amending Title 10 of the City Code related to Short Term Rental**
697 **regulations. Council Member Porter seconded the motion. The motion was approved by**
698 **Council Members Horrocks, Porter, Mumford, Hood and Baskin.**

699

700 9. COUNCIL REPORTS

701

702 Council Member Hood reported that the Youth City Council (YCC) leadership conference in
703 Logan went well and the feedback was that this was the best conference yet. He asked that the
704 YCC mayor be allowed to report on the conference in a future Council meeting.

705

706 Council Member Mumford reported that the NSL Parks and Arts Board would meet tomorrow.
707 He said the Board would be providing a recommendation on the play surface at Legacy Park to
708 the City Council.

709

710 Council Member Mumford also asked about a proposed development of 22 units near the
711 Winnie. Sherrie Llewelyn replied that this was regarding the vacant lot near the Winnie and
712 would be phase 2. She said it was currently zoned CS and the developer would need to apply for
713 a rezone to residential.

714

715 Council Member Porter reported that the Jordan River Commission was able to obtain additional
716 funding for 2019. He asked that the History Committee be formalized on a future City Council
717 agenda.

718

719 Council Member Baskin reported that she had been asked to represent the City at the Great Salt
720 Lake Parkway meeting. She said she was researching to see if they had any legal options.

721

722 Council Member Baskin also reported that the 2020 Census committee met. She was also
723 working on the City's parking and the tree ordinances.

724

725 10. MAYOR'S REPORT

726

727 Mayor Arave asked when the next Planning Commission appointment would be. Sherrie
728 Llewelyn replied that it would be at the end of the year.

729

730 11. CITY ATTORNEY'S REPORT

731

732 David Church was excused.

733

734 12. CITY MANAGER'S REPORT

735

736 Ken Leetham reported that Eagleridge Tennis Club had requested to use the tennis courts at
737 Tunnel Springs again this year for lessons. The Council asked if this would affect the landslide
738 mitigation process, and also if there should be a contractual agreement for future use with an
739 open bid on rental rates.

740

741 Ken Leetham then reported on the annual budget retreat. The Council discussed potential dates
742 and determined that the budget meeting be held March 26th at 5 p.m.

743

744 Ken Leetham commented that several employees asked if they could donate sick leave to a
745 coworker with a long term illness. He said that a policy could be put in place with requirements
746 including donations only to those on short term disability, a cap of 240 hours for the recipient
747 and 40 hours a year for the donor, and availability limited to certain circumstances.

748

749 Council Members Horrocks and Mumford commended staff in their compassion and thought it
750 was a great idea. The Mayor and Council agreed.

751

752 Ken Leetham then reported that the Council finalize attendance for the League of Cities and
753 Towns conference with Linda Horrocks.

754

755 Ken Leetham also reported that he had received a letter from a property owner in the proposed
756 annexation area who was concerned with the type of development that was being contemplated.

757

758 13. ADJOURN

759

760 Mayor Arave adjourned the meeting at 10:36 p.m.

761

762

763

764

Mayor

Recorder

Action Items (for April 2, 2019)

Item	Staff	Description
New		
1	Ken	Make contact with Big West to determine future water use and impacts on the City's water system.
2	Paul David Ken	Various assignments related to water and water planning including: collection of water usage data by area, analysis and recommendation related to water conservation rate structure, and long-range planning for water needs.
3	David, Ken	Staff to follow-up on adding trees to park strips on Fox Hollow at Foxboro roundabout.
4	David	Per citizen comment, staff to publish the report on fluoride in City water in the newsletter. This reports should include information on how often the fluoride levels are tested, how the water is safe, and the City's future related to fluoride <i>(David Frandsen has sent to Ken and Linda for review)</i>
5	Paul Ken	Staff to work with property owners and residents that will be affected by the Orchard Drive North and South reconstruction projects. <i>The City will be more aggressive and proactive with signage and notices of these road closures. Staff to also put together project information that will be sent to affected residents.</i>
6	Linda Ken	CM Porter asked for recognition/formalization of the City's History Committee on a future agenda. <i>(Resolution to create this committee – 4/16/19 agenda)</i>
Current		
1	Sherrie Ken	Staff to review the impact if billboards are allowed on Legacy Highway and determine if additional policies need to be put in place now to prohibit this in the future. <i>Staff will report to the cc 4/2/19</i>
2	Sherrie Ken	Staff to look at cost benefit of having a Golden Spike sesquicentennial event (fireworks) on May 10 th . <i>Staff to contact Doug Foxley 801-556-1940</i>
3	Paul Ken	Staff to review current ordinance regarding road cuts including adding more restrictive provisions to the current three year wait on new roads as well as conditions in franchise agreements. <i>Paul to set up a meeting</i>
4	Linda	Staff to arrange a tour of Wasatch Resource Recovery Plant for interested City Council members and staff. <i>Schedule with Matt Myers (Wait until July to be fully operational.)</i>
5	David	Staff to look at adding lighting at Tunnel Springs Park. Staff to prepare a more comprehensive review of the entire park lighting with input from the Parks and Arts Board and residents adjacent to the park. Also look at alternate technology such as solar powered or LED lighting and a cost comparison. Ensure that cameras that are added do not have view of private residences. <i>Parks & Arts Board suggested five lights as well as lighted tennis courts. David getting bids.</i>
6	Ken	Staff to report back on the progress of mining on Monte Thomas parcel. <i>Ken will prepare update.</i>
7	Paul Sherrie	Look at sidewalk on 3800 S. and US89 where residents are walking in the street to get to bus stop on US89. <i>Paul will contact Davis Co. Sherrie will inquire as to the available use of Prop 1 funds. (2/27)</i>
8	Sherrie	Staff to review current lighting ordinances/regulations related to light pollution and report back to City Council. <i>Staff has received model lighting ordinances from Utah Dark Skies and is preparing report on current regulations. (1/30)</i>
10	Ken	Staff to follow up with City attorney on Media One issue. <i>Attorney to look at next enforcement steps.</i>
11	Craig David	Look at monitoring options for Tunnel Springs including DVR system and other technology, police access, motion sensors, public access, etc. <i>Staff is proceeding w/ enhanced camera system.</i>
13	Paul David Sherrie	Staff to prepare options for repair/replacement of Eaglewood Village dock. Also look at placing trees around the pond or adding this area to Arbor Day. <i>Draft concept plan was presented to Parks and Arts Board. Concept plan was cost prohibitive - will look at a simpler design.</i>
14	David	Council review the parks & trails brochures before printed. <i>Parks & Arts comm. to review draft.</i>



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Llewelyn, Community Development Director
DATE: April 2, 2019
SUBJECT: Consideration of a plat amendment to the I-215 Parkway Commercial Condo Subdivision located at 255 South Riverbend Way

RECOMMENDATION

The Planning Commission recommends to the City Council approval of the plat amendment to the I-215 Parkway Commercial Condo Subdivision located at 255 South Riverbend Way with no conditions.

BACKGROUND

The proposed amendment adds an additional 1 acre to the existing subdivision. This property was purchased by Tom Stuart from UDOT and is proposed to be used for the construction of Building 5 of the development.

The Planning Commission held a public hearing on the plat amendment on March 26, 2019 and no public comments were offered on the proposed amendment. The Planning Commission also approved the site plan for building 5, subject to approval of the plat amendment.

REVIEW

The property is zoned Manufacturing and Distribution (MD) and the minimum lot size is 1 acre with a minimum width of 100 feet and 65 feet of frontage. The proposed amendment is in compliance with the City Code related to subdivisions. The Planning Commission recommended approval of the amendment to the City Council on March 26, 2019.

POSSIBLE MOTION

I move that the City Council approve the plat amendment to the I-215 Parkway Commercial Condo Subdivision located at 255 South Riverbend Way with no conditions.

Attachments

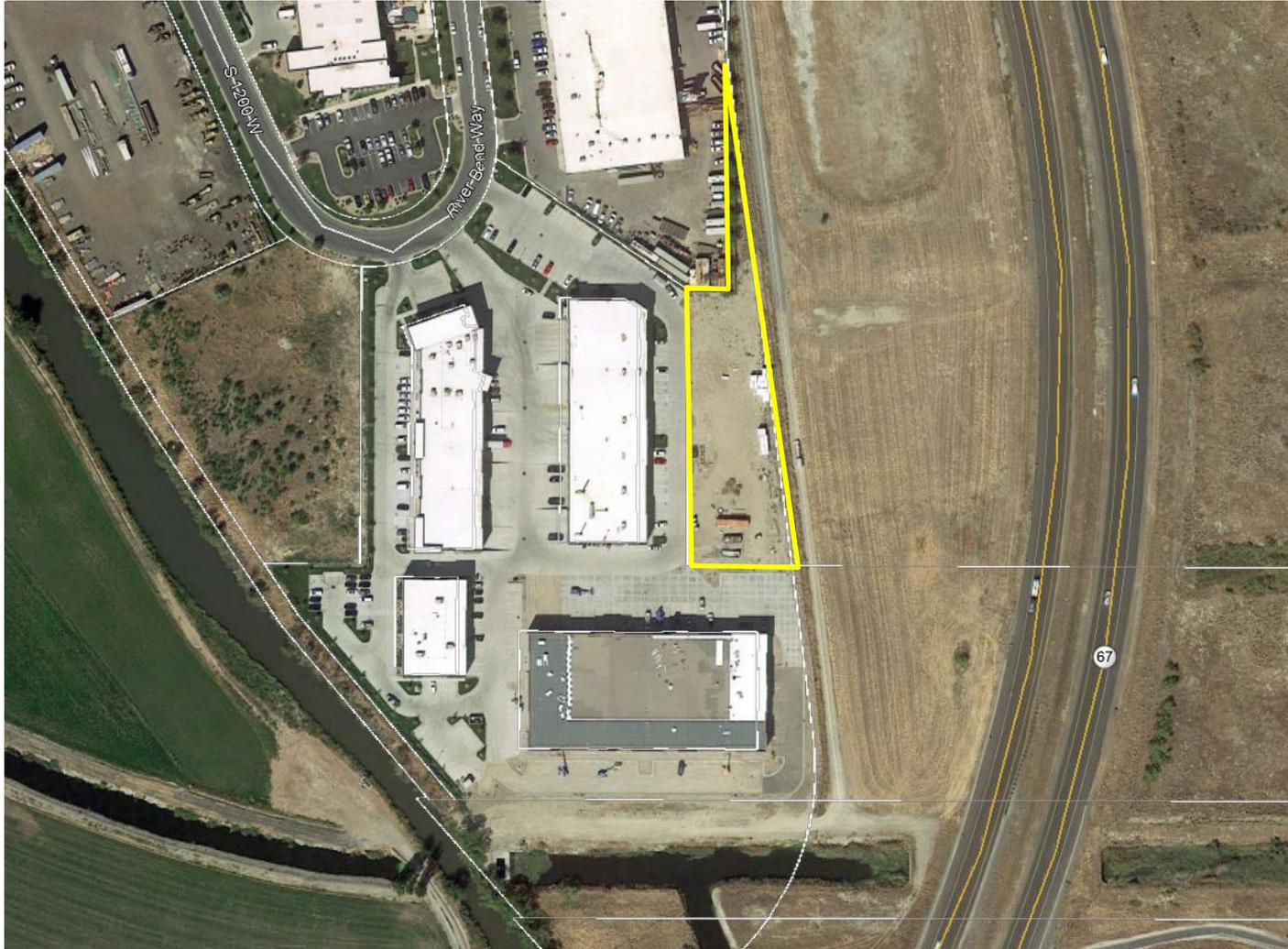
- 1) Aerial/Zoning Map
- 2) Amended Plat



Plat Amendment

I-215 Parkway Commercial Condominium Subdivision

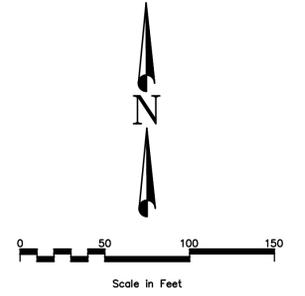
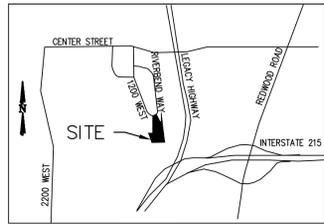
255 South Riverbend Way



I-215 PARKWAY COMMERCIAL CONDOMINIUM 2nd AMENDED

LOCATED IN THE NORTHWEST QUARTER OF SECTION 10
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

Line #	Length	Direction	Line #	Length	Direction
L.1	137.70'	S69°25'53"E	L.94	1.06'	S89°54'00"W
L.2	15.20'	S2°05'39"E	L.95	25.37'	S0°00'00"E
L.3	7.51'	N7°02'56"E	L.96	1.06'	N89°54'00"W
L.4	10.80'	S2°05'39"E	L.97	40.00'	S0°00'00"E
L.5	12.67'	S89°57'04"E	L.98	1.06'	S89°54'00"W
L.6	55.00'	S0°02'56"W	L.99	60.00'	S0°00'00"E
L.7	1.06'	N89°57'04"W	L.100	1.06'	N89°54'00"W
L.8	2.17'	S0°02'56"W	L.101	60.00'	S0°00'00"E
L.9	14.23'	N7°02'56"E	L.102	1.06'	S89°54'00"W
L.10	22.43'	S19°56'19"W	L.103	60.00'	S0°00'00"E
L.11	6.12'	N7°02'56"E	L.104	1.06'	N89°54'00"W
L.12	14.47'	S0°02'56"W	L.105	40.00'	S0°00'00"E
L.13	1.06'	S89°57'04"E	L.106	102.66'	N50°26'23"E
L.14	60.83'	S0°02'56"W	L.107	24.00'	S0°00'00"W
L.15	1.06'	N89°57'04"W	L.108	1.06'	N90°00'00"E
L.16	27.17'	S0°02'56"W	L.109	26.00'	N90°00'00"E
L.17	1.06'	S89°57'04"E	L.110	1.06'	N90°00'00"W
L.18	30.00'	S0°02'56"W	L.111	50.00'	N90°00'00"E
L.19	1.06'	N89°57'04"W	L.112	1.06'	N90°00'00"E
L.20	40.33'	S0°02'56"W	L.113	26.00'	N90°00'00"E
L.21	1.06'	S89°57'04"E	L.114	1.06'	N90°00'00"W
L.22	30.00'	S0°02'56"W	L.115	24.00'	N90°00'00"E
L.23	24.00'	N89°57'04"W	L.116	44.00'	N90°00'00"E
L.24	1.06'	N90°02'56"E	L.117	1.06'	S0°00'00"E
L.25	32.00'	N89°57'04"W	L.118	45.00'	S0°00'00"E
L.26	1.06'	S0°02'56"W	L.119	1.06'	N90°00'00"E
L.27	27.67'	N89°57'04"W	L.120	31.00'	N90°00'00"E
L.28	40.00'	N90°02'56"E	L.121	1.06'	S0°00'00"E
L.29	3.67'	S89°57'04"E	L.122	60.00'	N90°00'00"E
L.30	26.67'	N90°02'56"E	L.123	1.06'	N90°00'00"W
L.31	1.06'	S89°57'04"E	L.124	31.00'	N90°00'00"E
L.32	26.67'	N90°02'56"E	L.125	1.06'	S0°00'00"E
L.33	1.06'	N89°57'04"W	L.126	45.00'	N90°00'00"E
L.34	26.67'	N90°02'56"E	L.127	1.06'	N90°00'00"E
L.35	3.67'	S89°57'04"W	L.128	44.00'	N90°00'00"E
L.36	40.00'	N90°02'56"E	L.129	24.00'	S0°00'00"E
L.37	3.67'	S89°57'04"E	L.130	1.06'	S0°00'00"E
L.38	40.84'	N90°02'56"E	L.131	26.00'	S0°00'00"E
L.39	1.06'	S89°57'04"E	L.132	1.06'	N90°00'00"E
L.40	27.98'	N90°02'56"E	L.133	50.00'	S0°00'00"E
L.41	1.06'	N89°57'04"W	L.134	1.06'	S0°00'00"W
L.42	30.43'	N90°02'56"E	L.135	26.00'	S0°00'00"E
L.43	2.57'	S71°21'25"W	L.136	1.06'	N90°00'00"E
L.44	25.00'	N19°57'04"W	L.137	24.00'	S0°00'00"E
L.45	2.88'	S70°02'56"W	L.138	40.00'	N90°00'00"W
L.46	1.00'	N19°57'04"W	L.139	1.06'	N90°00'00"E
L.47	84.57'	N7°02'56"E	L.140	48.00'	N90°00'00"W
L.48	45.99'	S69°13'03"E	L.141	1.06'	S0°00'00"W
L.49	24.00'	N90°00'00"E	L.142	24.00'	N90°00'00"E
L.50	0.67'	S0°00'00"E	L.143	1.06'	N90°00'00"W
L.51	32.00'	N90°00'00"E	L.144	18.00'	N90°00'00"E
L.52	0.67'	N90°00'00"E	L.145	1.06'	S0°00'00"E
L.53	24.00'	N90°00'00"E	L.146	40.00'	N90°00'00"W
L.54	40.00'	N90°00'00"E	L.147	1.06'	N90°00'00"W
L.55	0.67'	N90°00'00"W	L.148	18.00'	N90°00'00"E
L.56	45.00'	S0°00'00"E	L.149	1.06'	S0°00'00"W
L.57	0.67'	N90°00'00"E	L.150	24.00'	N90°00'00"W
L.58	40.00'	N90°00'00"W	L.151	1.06'	N90°00'00"W
L.59	24.00'	N90°00'00"W	L.152	48.00'	N90°00'00"W
L.60	0.67'	N90°00'00"E	L.153	1.06'	S0°00'00"E
L.61	32.00'	N90°00'00"E	L.154	40.00'	N90°00'00"W
L.62	0.67'	N90°00'00"E	L.155	30.00'	S82°40'00"E
L.63	24.00'	N90°00'00"E	L.156	30.00'	N67°02'51"E
L.64	40.00'	N90°00'00"E	L.157	24.42'	S65°02'40"E
L.65	0.67'	N90°00'00"E	L.158	31.00'	S10°00'00"E
L.66	45.00'	S0°00'00"E	L.159	1.06'	S80°00'00"W
L.67	0.67'	N90°00'00"E	L.160	46.15'	S10°00'00"E
L.68	40.00'	S0°00'00"E	L.161	3.48'	N90°00'00"E
L.69	194.50'	N81°47'11"W	L.162	60.01'	S0°00'00"E
L.70	24.00'	S89°54'00"W	L.163	4.61'	N90°00'00"W
L.71	1.06'	N0°06'00"W	L.164	40.64'	S10°00'00"E
L.72	52.00'	S89°54'00"W	L.165	1.06'	N80°00'00"E
L.73	1.06'	S0°06'00"E	L.166	20.00'	S10°00'00"E
L.74	24.00'	S89°54'00"W	L.167	23.00'	S80°00'00"W
L.75	44.00'	N0°06'00"E	L.168	1.23'	N10°00'00"W
L.76	1.06'	S89°54'00"E	L.169	56.00'	S80°00'00"W
L.77	58.00'	N0°06'00"E	L.170	1.23'	S10°00'00"E
L.78	1.06'	S89°54'00"W	L.171	20.00'	S80°00'00"W
L.79	44.33'	N0°06'00"E	L.172	36.75'	N90°00'00"E
L.80	1.06'	N89°54'00"E	L.173	1.06'	N90°00'00"E
L.81	30.33'	N0°06'00"E	L.174	40.16'	N90°00'00"E
L.82	1.06'	S89°54'00"W	L.175	4.54'	N90°00'00"E
L.83	51.33'	N0°06'00"E	L.176	60.00'	N90°00'00"E
L.84	1.00'	S89°54'00"E	L.177	4.54'	N90°00'00"E
L.85	58.00'	N0°02'18"W	L.178	34.16'	N90°00'00"E
L.86	1.06'	S89°54'00"W	L.179	1.06'	N90°00'00"E
L.87	26.00'	N90°00'00"W	L.180	42.00'	N90°00'00"E
L.88	15.33'	N89°54'00"E	L.181	29.00'	N90°00'00"E
L.89	1.06'	N0°06'00"E	L.182	1.23'	S0°00'00"E
L.90	64.68'	S89°54'00"E	L.183	17.67'	N90°00'00"E
L.91	1.06'	N34°00'57"E	L.184	1.23'	N90°00'00"E
L.92	23.50'	S55°53'03"E	L.185	29.00'	N90°00'00"E
L.93	13.23'	S0°06'46"W			



LEGEND

- PROPERTY CORNER
- SET REBAR/CAP MARKED "CIR ENGINEERING PLS5183760"
- FOUND PROPERTY CORNER(S AS NOTED)
- FOUND STREET MONUMENT(NO MARKINGS)
- FOUND PLUG ON EXTENDED PROPERTY LINE

BOUNDARY LINE

TITLE LINES

PUBLIC UTILITY EASEMENT

PRIVATE AREA (2.911 ACRES)

COMMON AREA (5.979 ACRES)

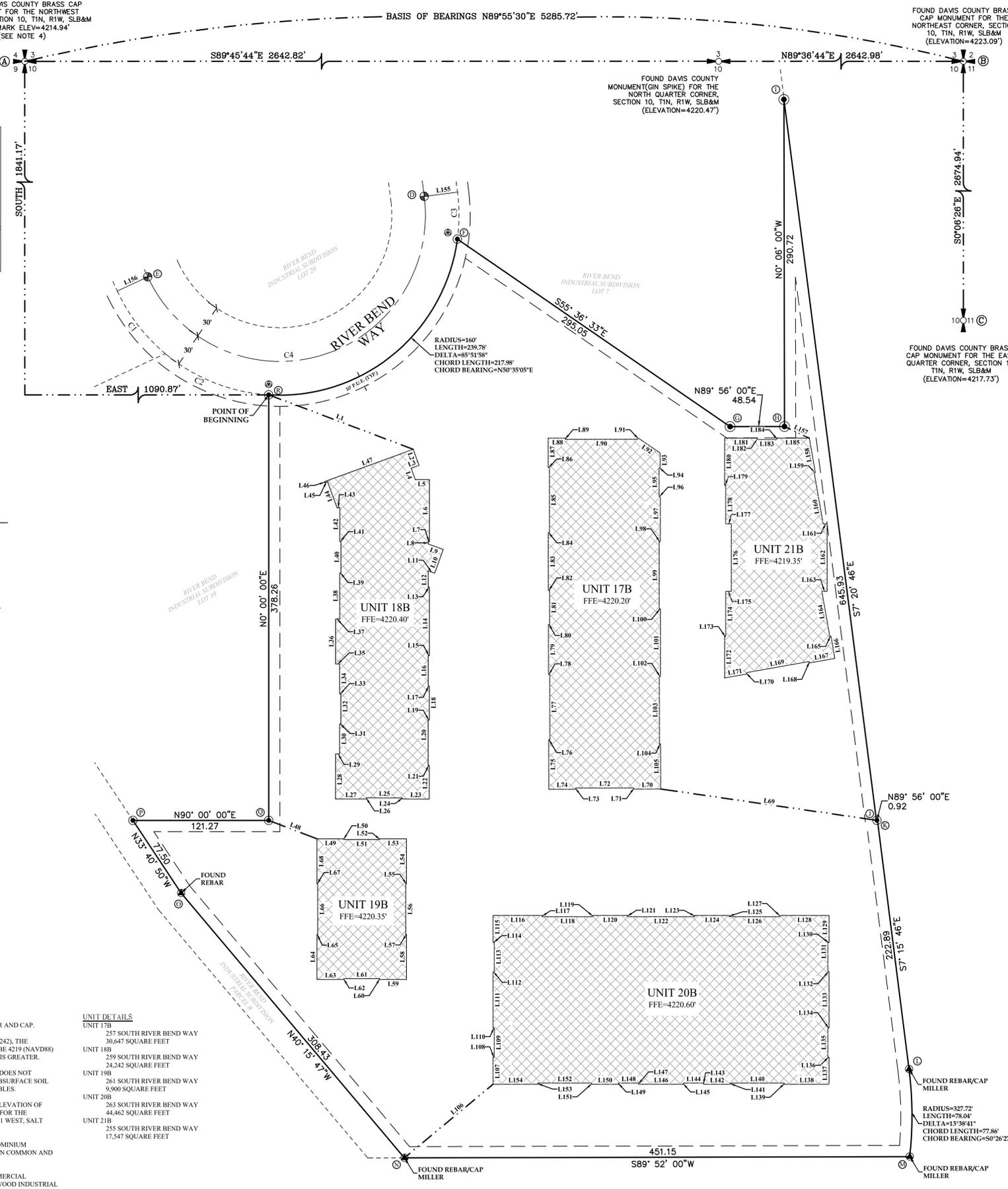
Davis County Coordinates

Point	Northing	Easting
A	102679.32	97359.29
B	102686.24	102645.08
C	100011.25	102650.12
D	101014.45	98589.00
E	100943.01	98342.20
F	100976.55	98618.66
G	100809.89	98862.11
H	100809.96	98910.67
I	10110.68	98910.67
J	100460.05	98992.76
K	100460.05	98993.67
L	100238.94	99021.84
M	100161.09	99022.43
N	100160.04	98571.30
O	100295.40	98371.96
P	100459.89	98328.99
Q	100459.89	98450.26
R	100838.15	98450.26

- SUBDIVISION NOTES**
- LOT CORNERS WILL BE MARKED ON THE GROUND WITH A REBAR AND CAP.
 - PER THE RIVER BEND INDUSTRIAL SUBDIVISION (ENTRY NO. 229242), THE MINIMUM FINISHED FLOOR ELEVATION OF ANY BUILDING SHALL BE 4219 (NAVD88) OR 1 FOOT ABOVE THE NEAREST TOP BACK OF CURB, WHICHEVER IS GREATER.
 - APPROVAL OF THIS DEVELOPMENT PLAT BY NORTH SALT LAKE DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUBSURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
 - THE BENCHMARK FOR THIS PLAT WAS ESTABLISHED WITH AN ELEVATION OF 4214.94 (NAVD 88) AT THE DAVIS COUNTY BRASS CAP MONUMENT FOR THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AS SHOWN HEREON.
 - THE BUILDINGS HEREON ARE PLATTED AS COMMERCIAL CONDOMINIUM BUILDINGS BUT THE PARKING AND LANDSCAPING WILL BE HELD IN COMMON AND MAINTAINED BY A PROPERTY OWNERS ASSOCIATION.
 - THIS CONDOMINIUM PLAT COMBINES THE I-215 PARKWAY COMMERCIAL CONDOMINIUM SUBDIVISION WITH PARCEL 3 OF THE NORTH REDWOOD INDUSTRIAL PARK PLAT "A" AMENDED.

UNIT DETAILS

Unit	Area
UNIT 17B	257 SOUTH RIVER BEND WAY 30,647 SQUARE FEET
UNIT 18B	259 SOUTH RIVER BEND WAY 24,242 SQUARE FEET
UNIT 19B	261 SOUTH RIVER BEND WAY 9,900 SQUARE FEET
UNIT 20B	263 SOUTH RIVER BEND WAY 44,462 SQUARE FEET
UNIT 21B	255 SOUTH RIVER BEND WAY 17,547 SQUARE FEET



SURVEYOR'S CERTIFICATE:
I, CORY B. NEERINGS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 5183760 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS THE I-215 PARKWAY COMMERCIAL CONDOMINIUM 2nd AMENDED AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

PROFESSIONAL LAND SURVEYOR
CORY B. NEERINGS
No. 5183760
3/14/19
STATE OF UTAH

CORY B. NEERINGS
PLS 5183760

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE I-215 PARKWAY COMMERCIAL CONDOMINIUM AMENDED SUBDIVISION, SAID POINT BEING SOUTH 1841.17 FEET AND EAST 1090.87 FEET FROM THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE 238.78 FEET ALONG A 160.00 FOOT RADIUS CURVE TO THE LEFT THRU A CENTRAL ANGLE OF 85°51'58" (CHORD BEARS NORTH 50°35'05" EAST 217.98 FEET); THENCE SOUTH 55°36'33" EAST 295.05 FEET; THENCE NORTH 89°56'00" EAST 48.54 FEET; THENCE NORTH 0°06'00" WEST 290.72 FEET; THENCE SOUTH 7°20'46" EAST 645.93 FEET; THENCE ALONG THE ARC OF A 327.72 FOOT RADIUS CURVE TO THE RIGHT THRU A CENTRAL ANGLE OF 13°38'41" (CHORD BEARS SOUTH 0°29'27" EAST 77.86 FEET); THENCE SOUTH 89°52'00" WEST 451.15 FEET; THENCE NORTH 40°15'47" WEST 308.43 FEET; THENCE NORTH 53°40'50" WEST 77.50 FEET; THENCE EAST 121.27 FEET; THENCE NORTH 378.26 FEET TO THE POINT OF BEGINNING.

CONTAINS:
8,800 ACRES
387,239 SQUARE FEET, MORE OR LESS

BASIS OF BEARINGS:

BASIS OF BEARINGS ESTABLISHED AS NORTH 89°55'50" EAST BETWEEN NORTHWEST AND NORTHEAST CORNERS OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS SHOWN HEREON.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED, HEREAFTER TO BE KNOWN AS THE **I-215 PARKWAY COMMERCIAL CONDOMINIUM 2nd AMENDED**

IN WITNESS I/WE HAVE HEREUNTO MY SET MY OUR HAND THIS ___ DAY OF _____, 2019.

BY: _____
NAME: _____
TITLE: STS PROPERTIES, LLC

ACKNOWLEDGEMENT

STATE OF UTAH }
COUNTY OF DAVIS }

ON THE ___ DAY OF _____, A.D., 2019 PERSONALLY APPEARED BEFORE ME, THE SIGNER(S) OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID FREELY AND VOLUNTARILY EXECUTE THE SAME FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC _____, RESIDING IN _____ COUNTY.

I-215 PARKWAY COMMERCIAL CONDOMINIUM 2nd AMENDED

LOCATED IN THE NORTHWEST QUARTER OF SECTION 10
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

PREPARED BY:
CIR ENGINEERING, L.L.C.
3032 SOUTH 1030 WEST, SUITE 202
SLC, Utah 84119 - 801-949-6296

DAVIS COUNTY RECORDER
STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILE AT THE REQUEST OF _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE _____ CHIEF DEPUTY DAVIS COUNTY RECORDER

REVISION: NONE
DATE: 3/14/19
SCALE: 1"=50'
PAGE: 1 OF 2
PROJECT: S19-011

Curve Table

Curve #	Radius	Length	Delta	Chord Length	Chord Bearing
C1	160'	70.75'	35°20'14"	70.18'	S37°37'16"E
C2	160'	101.06'	36°11'26"	99.39'	S68°23'06"E
C3	160'	41.85'	14°59'14"	41.73'	N0°09'23"E
C4	130'	368.43'	162°22'52"	256.93'	N73°51'26"E

DEVELOPER
STS PROPERTIES, LLC
360 NORTH 700 WEST, SUITE J
NORTH SALT LAKE, UT. 84054

PLANNING COMMISSION
RECOMMENDED FOR APPROVAL THIS DAY OF _____ A.D., 2019 BY THE NORTH SALT LAKE CITY PLANNING COMMISSION.

CHAIRMAN _____
CITY ENGINEER _____

NORTH SALT LAKE CITY ENGINEER
RECOMMENDED FOR APPROVAL THIS DAY OF _____ A.D., 2019.

CITY ATTORNEY _____

CITY ATTORNEY
RECOMMENDED FOR APPROVAL AS TO FORM THIS DAY OF _____ A.D., 2019.

CITY ATTORNEY _____

CITY COUNCIL APPROVAL
PRESENTED TO THE NORTH SALT LAKE CITY COUNCIL THIS ___ DAY OF _____ A.D., 2019, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR, OR DESIGNEE _____
CITY RECORDER _____

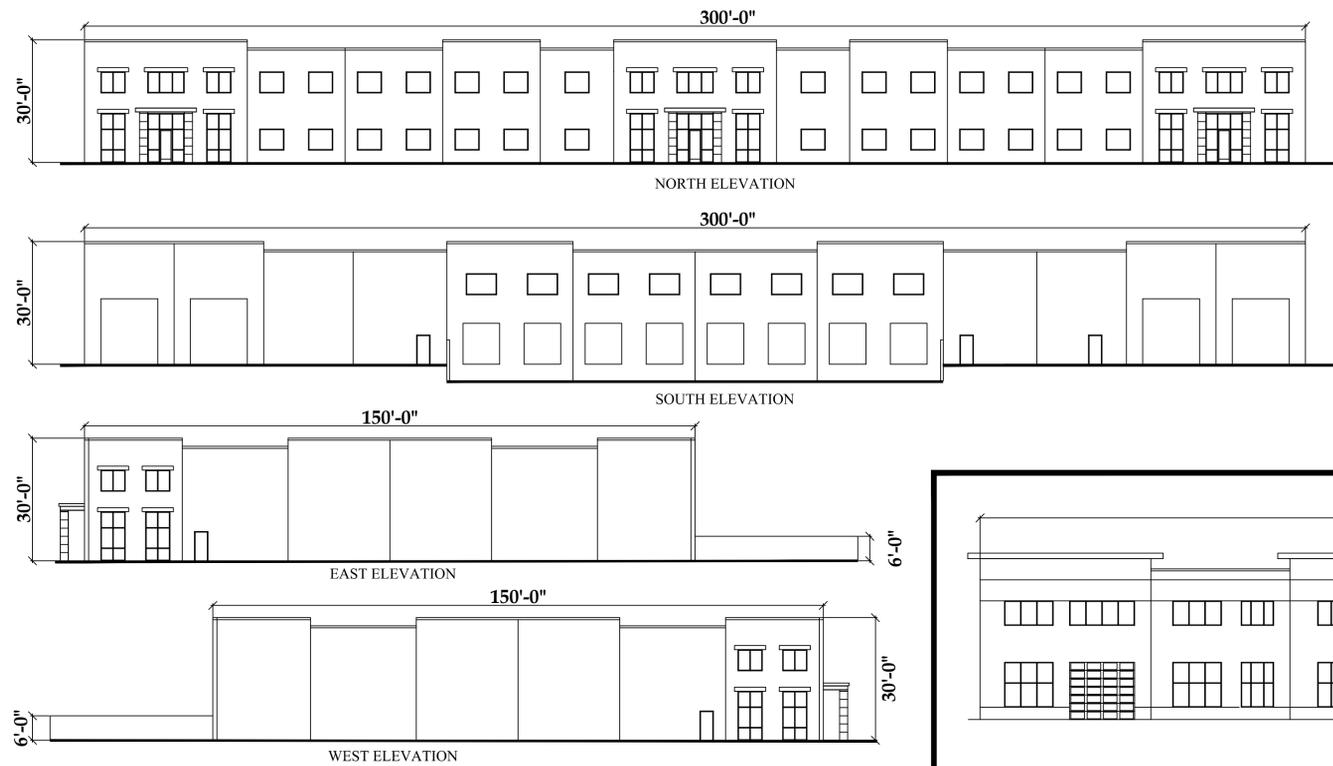
UNIT 17B
ELEVATIONS



UNIT 18B
ELEVATIONS



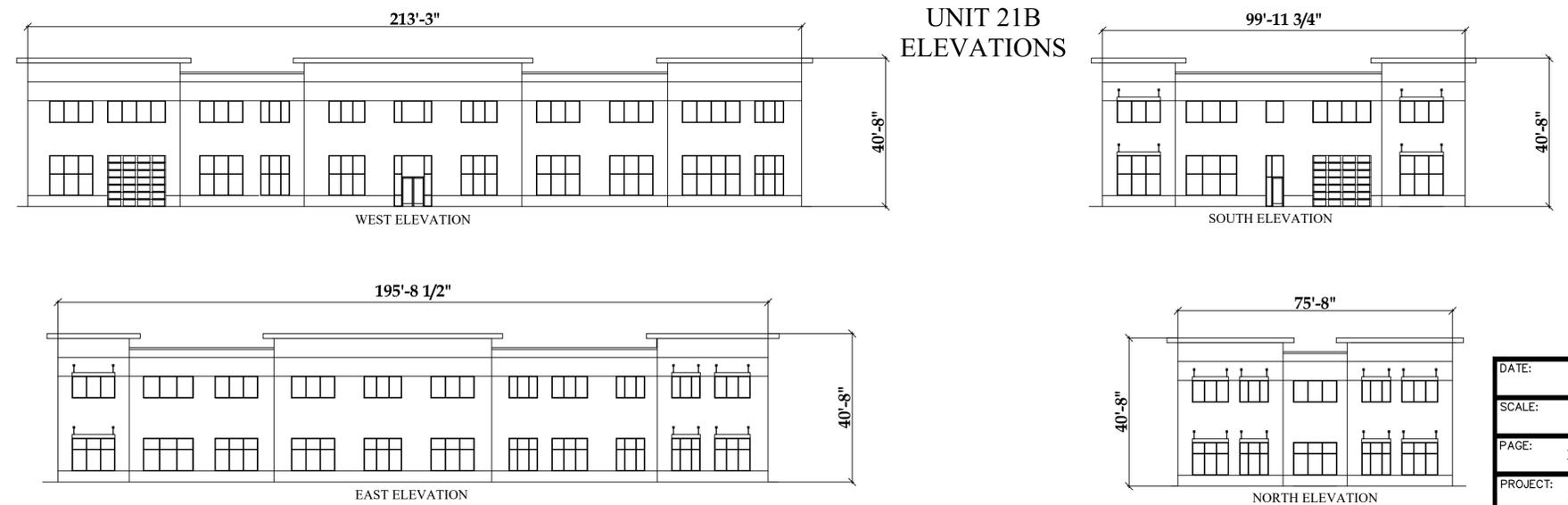
UNIT 20B
ELEVATIONS



UNIT 19B
ELEVATIONS



UNIT 21B
ELEVATIONS



DATE:	3/14/19
SCALE:	NONE
PAGE:	2 OF 2
PROJECT:	S19-011



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Llewelyn, Community Development Director
DATE: April 2, 2019
SUBJECT: Consideration of a General Development Plan for Orchard Grove located at 378 East Odell Lane

RECOMMENDATION

The Planning Commission recommends to the City Council approval of the General Development Plan for Orchard Grove located at 378 East Odell Lane with the following conditions:

1. The proposed building will be of brick, stucco, and hardie board trim construction with a neutral color palette TBD;
2. The existing wood fencing be upgraded to a composite material;
3. The total density of the project allowed will be 16 units;
4. Parking approved at a ratio of 4.25 spaces/unit; and
5. Final architecture, design, materials, and colors, with the elevations as proposed.

BACKGROUND

The proposed general development plan is located at 378 East Odell Lane (corner lot with Orchard Drive). The 1.24 acre site contains an existing home built in 1949. Brighton Development had requested a P-District Rezone and General Development Plan for 24 town homes. The site plan has been amended as directed by the Planning Commission on February 26, 2019 to include 16 townhome units, each with a 2 car garage (not in tandem) and each with a driveway capable of parking 2 vehicles. The units will be sold as individual units to single families.

During the previous City Council meeting a motion to approve the General Development Plan failed. The City Council directed the applicant to revise the concept for future consideration.

REVIEW

The proposed concept plan for the Orchard Grove General Development Plan has been modified with a 3rd building design for the south building with 4 townhome units. The design now are front loaded with the front doors and garage doors on the front of the building. The applicant believes this has addressed the concern raised regarding the visual safety issue related to hidden front porches and

doors. The change to that model provided additional room for the units fronting on Odell Lane to be set back farther from the street as well. The new layout also provided small back yards for the “Hemingway” units of approximately 15’.

The following table summarizes the specifics of the proposed development.

	Proposed P-District	RM-7 Zone
Density	12.9 units/acre (16 units)	Max density for multi-family 10.3 units/acre (12.8 units)
Building Type	For Sale Townhomes	No requirement, single family, duplex, or multi-family buildings permitted
Landscaping	30%	Minimum 10%
Architecture	Per Development Agreement Proposed craftsman style, with hardie, stone, brick, stucco combination	No requirement
Parking	4.25 spaces/unit	Minimum 2.25/per unit
Fencing	Replacement of existing chain link and wood with composite fencing	No requirement
Amenities	Tot lot and dog park area	No requirement
Street Improvements	Dedication of additional right of way with improvements of sidewalk and park strip	Dependent upon land use, i.e. rentals with no subdivision requirements or for sale product with subdivision
Setbacks	Per development agreement Orchard Drive 10’ Odell Lane 43’ existing curb/row 29’ new row/sidewalk Side (nw) 9’ Side (sw) 44’ (existing prop. Line) 14’-34’ (dependent upon prop. line adj. with neighbor Rear 15’-21’	Minimum Ordinance Orchard Drive 25’ Odell Lane 25’ Side 8’ (west property line) Rear 20’

POSSIBLE MOTION

I move that the City Council approve the General Development Plan for Orchard Grove located at 378 East Odell Lane with the following conditions:

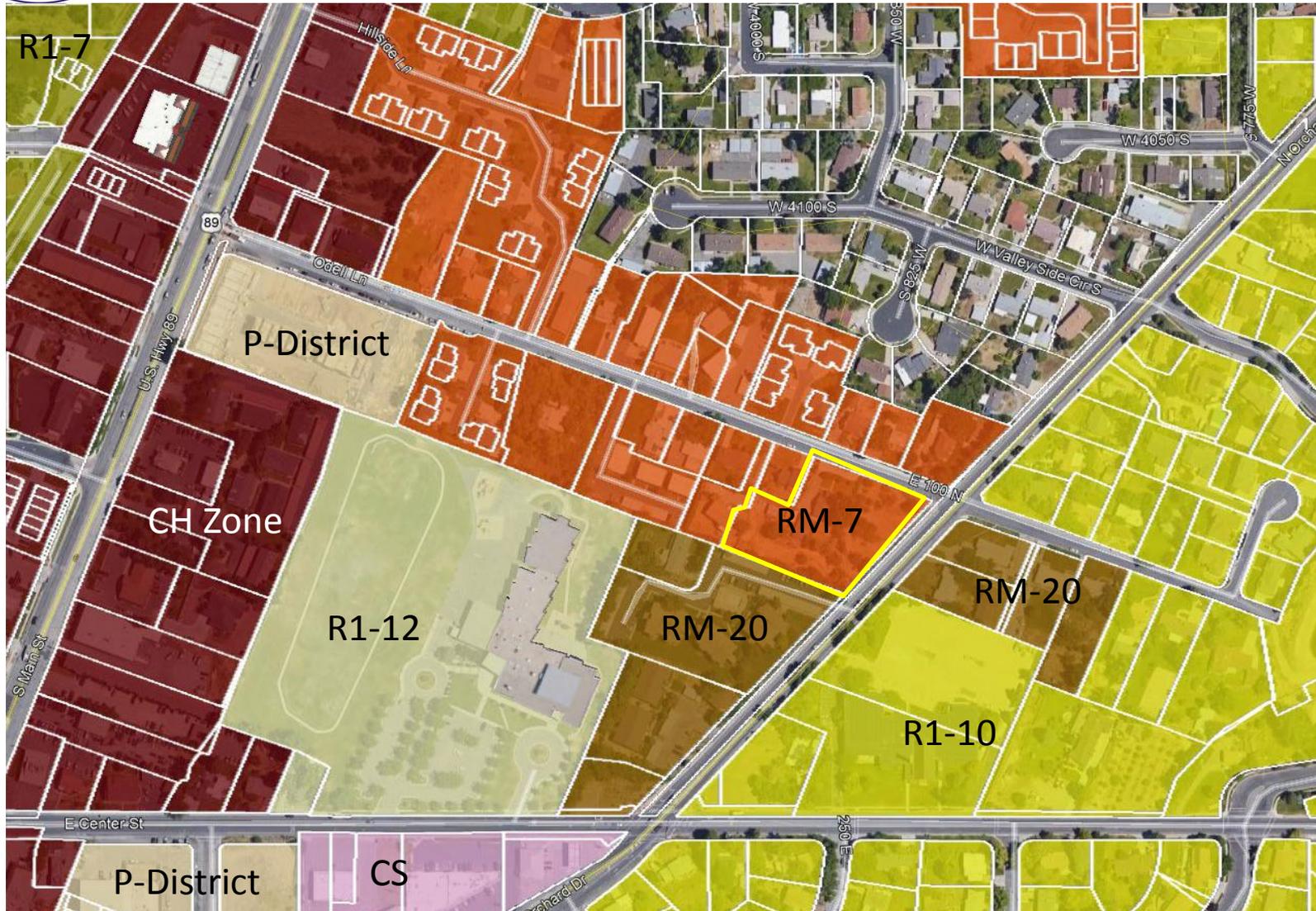
1. The proposed building will be of brick, stucco, and hardie board trim construction with a neutral color palette TBD;
2. The existing wood fencing be upgraded to a composite material;
3. The total density of the project allowed will be 16 units;
4. Parking approved at a ratio of 4.25 spaces/unit; and
5. Final architecture, design, materials, and colors, with the elevations as proposed will be included in the development agreement at final zone change.

Attachments

- 1) Zone Map
- 2) Aerial Map
- 3) Revised Concept
- 4) Revised Elevations

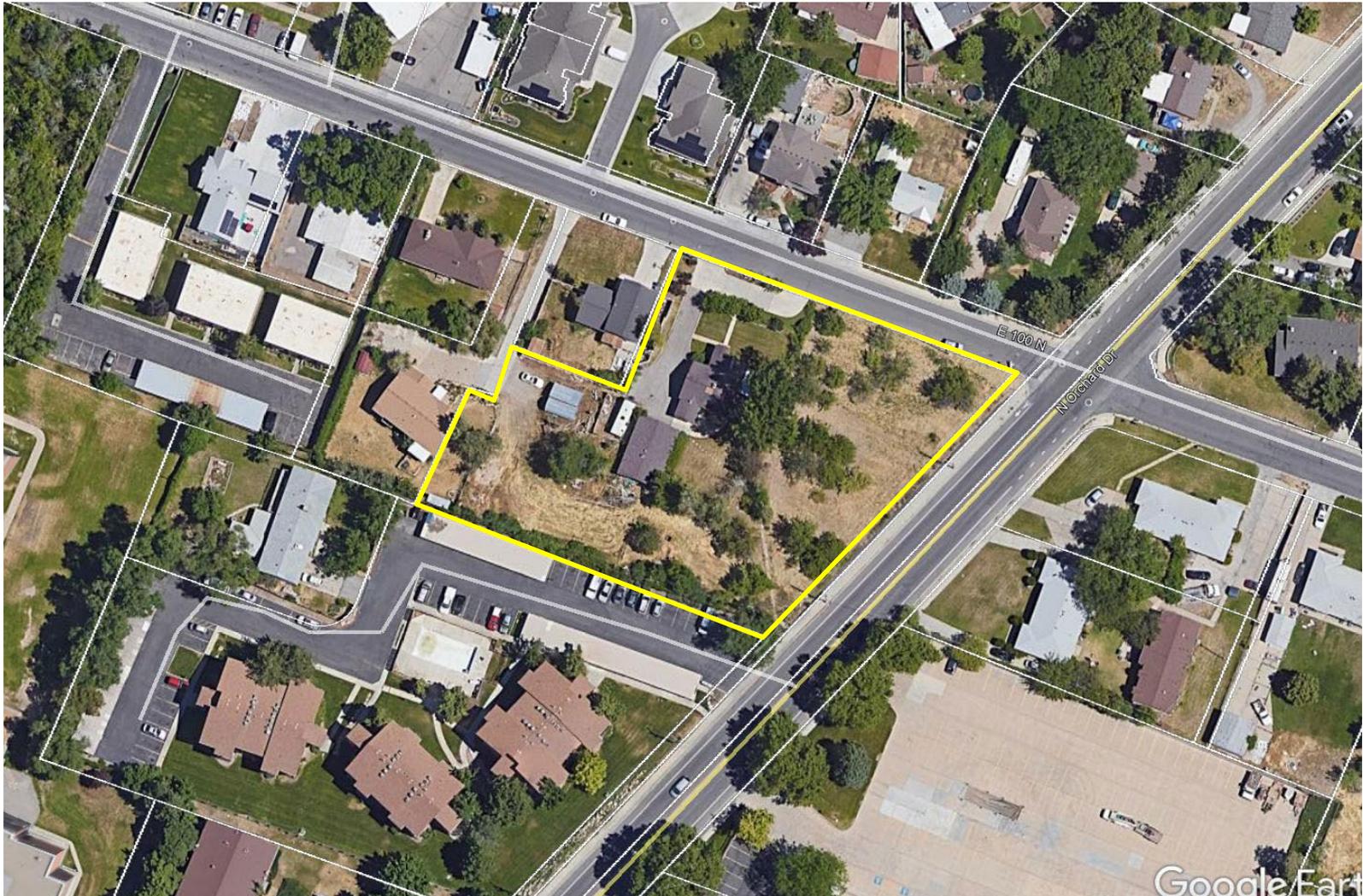


General Development Plan Orchard Grove Townhomes Zoning

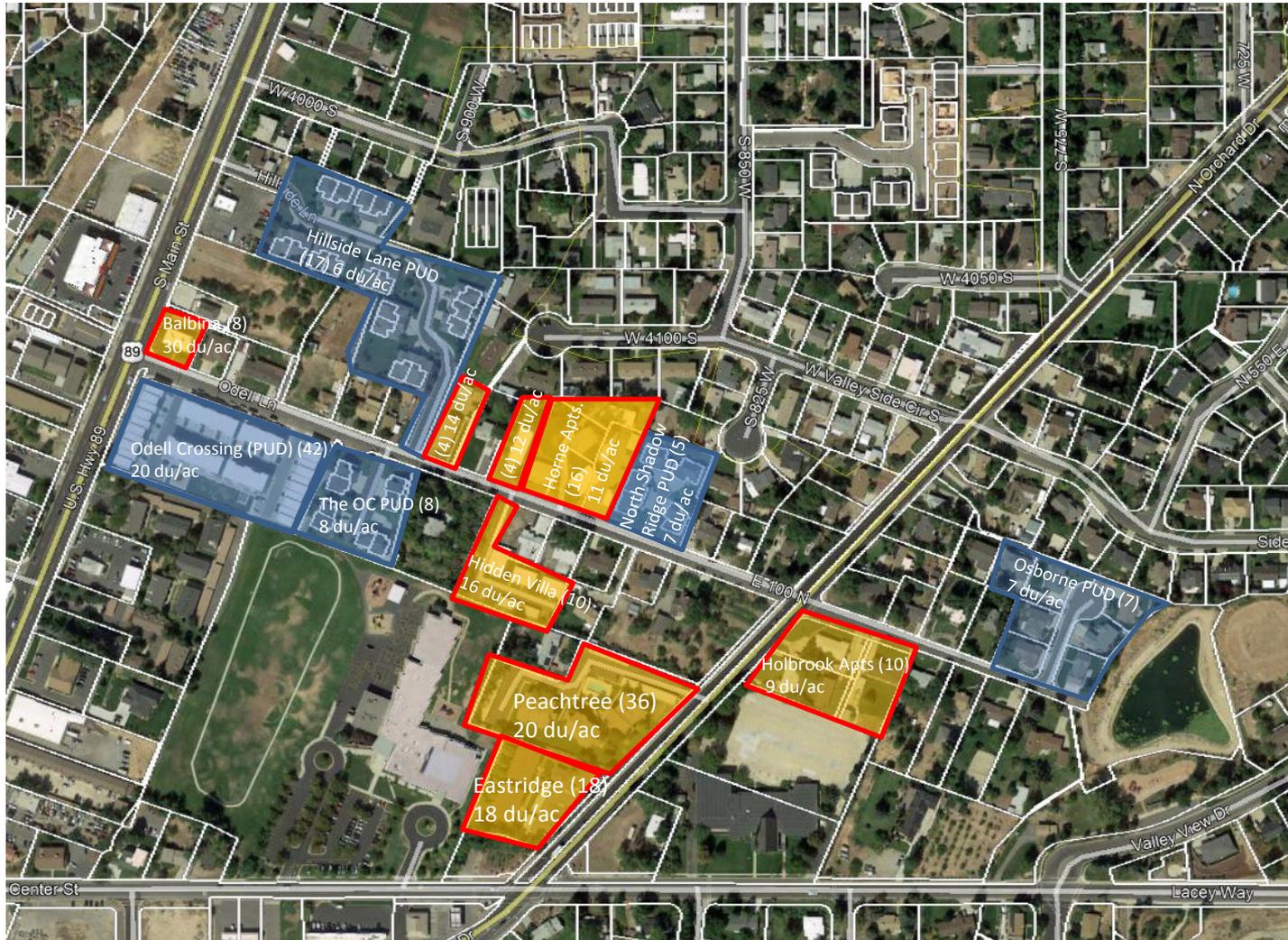




General Development Plan Orchard Grove Townhomes Aerial



Multi-Family Housing Developments (Orchard Drive/Odell Lane Area)





Wyndham



Hemingway



Clifton





CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Llewelyn, Community Development Director
DATE: April 2, 2019
SUBJECT: **Rezone** request from Special Use Restricted (SR) to Planned District (P) for The Ridge located at 650 South Edgecrest Lane

Preliminary Plan for The Ridge located at 650 South Edgecrest Lane

RECOMMENDATION

Rezone: The Planning Commission recommends to the City Council approval of the rezone request from SR to P-District for The Ridge located at approximately 650 South Edgecrest Lane, along with the proposed development agreement with the following:

1. The townhomes along the public streets will be modified to have rear entry garages, be moved to a setback of 12' from the street, and shall have front porches added to the façade;
2. The CC&Rs and HOA will provide mechanisms to prevent single entities from acquiring and converting multiple town homes to rental properties.

Preliminary Plan The Planning Commission recommends to the City Council the approval for the preliminary plan The Ridge located at approximately 650 South Edgecrest Lane, along with the proposed development agreement with the following conditions:

1. Engineering corrections of civil drawings prior to final plat approval;
2. Required corrections from the recommended rezone approval.

BACKGROUND

The purpose of this application is to facilitate the general development plan known as The Ridge located at approximately 650 South Edgecrest Lane. The property is located between Edgewood Estates and the Lakeview Rock Products mine. The property contains approximately 49.26 acres and is currently zoned Special Use Restricted, which allows primarily mining operations. The property is owned by Granite Construction, whose application for a conditional use permit to

operate a gravel pit was tabled on January 27, 2018 for 1 year. CW Land has a purchase agreement with Granite for the development proposal. The General Development Plan was approved by the Council on November 20, 2018.

The property is located with the sensitive lands overlay zone and is subject to geologic hazards review. That review is now complete and satisfactory to the city's geologic consultant.

The rezoning of the property requires a public hearing by the Planning Commission which was held on November 13, 2018, with a recommendation to the City Council and then final action by the Council.

This application is concurrent to the subdivision preliminary plan approval which will become part of the final development agreement. The City Council will consider a development agreement with the recommendation on rezone. The development agreement addresses the following items:

- Approved General Development Plan, including the site plan and landscape plan;
- Development layout of buildings, parking, landscaping, sidewalks, fencing, amenities, lighting, etc.;
- Total residential number of townhome units and single family lots for a total density of 3 dwelling units per acre;
- Architectural design and building materials;
- Phasing;
- Open space ownership and maintenance;
- Fencing; and
- Other miscellaneous legal requirements.

The Planning Commission reviewed these application on March 26, 2019 and recommended approval to the City Council. The applicant has modified the application in accordance with the Planning Commission recommendations.

REVIEW

Site Plan

The proposed site plan for The Ridge contains an area of for sale town homes with 2 car wide garages. The internal streets in the townhome area will be private streets, owned and maintained by a home owners association. The remaining streets are proposed to be public streets. Those streets will obtain access via Edgecrest Lane and Parkway Drive. A small area (80 sq.ft.) will need to be obtained from Eaglepointe Development for the construction of the connection to Parkway Drive.

The 51 townhome units will be platted for individual sale and will be governed by a private HOA. The DRC is recommending the Development Agreement and CCR's include provisions for owner occupancy requirements and limit purchase of several units by single entities for rental purposes. All units are rear entry from an alley and the units adjacent to public streets will have the front doors facing street. Additional off street guest parking spaces are being provided within the townhome area.

The single family lots range in size from approximately 5,000 sq. ft. up to 31,000 sq. ft. There are 64 lots with a minimum width of 50' and 39 lots with a minimum width of 80' for a total of 103 single family lots. At the present time, it is anticipated that the majority of the homes will be built by a production or semi-custom builder, and that the remaining lots will be sold to custom builders. The homes on the 50' lots will be 40' in width and the homes on the 80' lots will be a maximum of 65' in width. Any lots sold to custom home builders and will be required to meet the same setback standards of the 50' and 80' lots. The single family lots will all be required to have 2 car garages and 2 car driveways.

Conceptual Building Plans

As previously approved under the General Development Plan, the proposed architecture for the single family homes incorporates hardie board, brick, stone and stucco. The designs range from traditional to contemporary. The design parameters will be established within the adopted CC&Rs and reviewed by an Architectural Design Committee prior to submittal for a building permit to the city. The proposed townhome structures are 2 stories. The attached draft development agreement incorporates the architectural standards.

Landscape Plan

Improvements to the landscaping include the native grass open space and the more traditional landscaping expected with single family homes. Street trees will be provided by the developer as shown on the landscape plan. Previously the Planning Commission discussed the possible requirement of a landscape buffer between the gravel pit area and the west lots. After careful consideration the PC is recommending that the lot lines be extended to the boundary of the property and the developer provide fencing along the rear lot lines per the request of Lakeview Rock Products. The fence will be required to be installed prior to occupancy of the first dwelling.

Pedestrian connection/trails plan

The site will contain sidewalks throughout the development. A trail system will also be constructed. There will be a public trail within the pipeline easement. The city will participate in the construction of that portion of the trail with funds that have been obtained from the development of Edgewood and Bella Vida. The remainder of the interior trail system will be maintained by the Home Owners Association.

POSSIBLE MOTION

Rezone:

I move that the City Council approve the approve the **rezone request** from SR to P-District for The Ridge located at approximately 650 South Edgecrest Lane, along with the proposed development agreement with the following findings and conditions:

Findings:

1. The proposed P district can be substantially commenced within two (2) years of the establishment of the P district.
2. The development contains one phase that can exist as an independent unit capable of creating an environment of sustained desirability and stability; and that the uses proposed will not be

detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.

3. The proposed increased density will not generate traffic in such amounts as to overload the street network outside the P district.
4. The area surrounding said development can be planned and zoned in coordination and substantial compatibility with the proposed development.
5. Any exception from standard ordinance requirements is warranted by the design incorporated into the final plan.
6. The P district is in conformance with the city general land use plan.
7. Existing or proposed utility services are adequate for the population and use densities proposed.

Conditions:

1. The CC&Rs and HOA will provide mechanisms to prevent single entities from acquiring and converting multiple town homes to rental properties.

Preliminary Plan

I move that the Planning Commission recommend approval to the City Council of the preliminary plan The Ridge located at approximately 650 South Edgecrest Lane, along with the proposed development agreement with the following conditions:

1. Engineering corrections of civil drawings prior to final plat approval;
2. Required corrections from the recommended rezone approval.

Attachments

- 1) Aerial/Zoning Map
- 2) Site Plan
- 3) Landscape plan
- 4) Draft Development Agreement

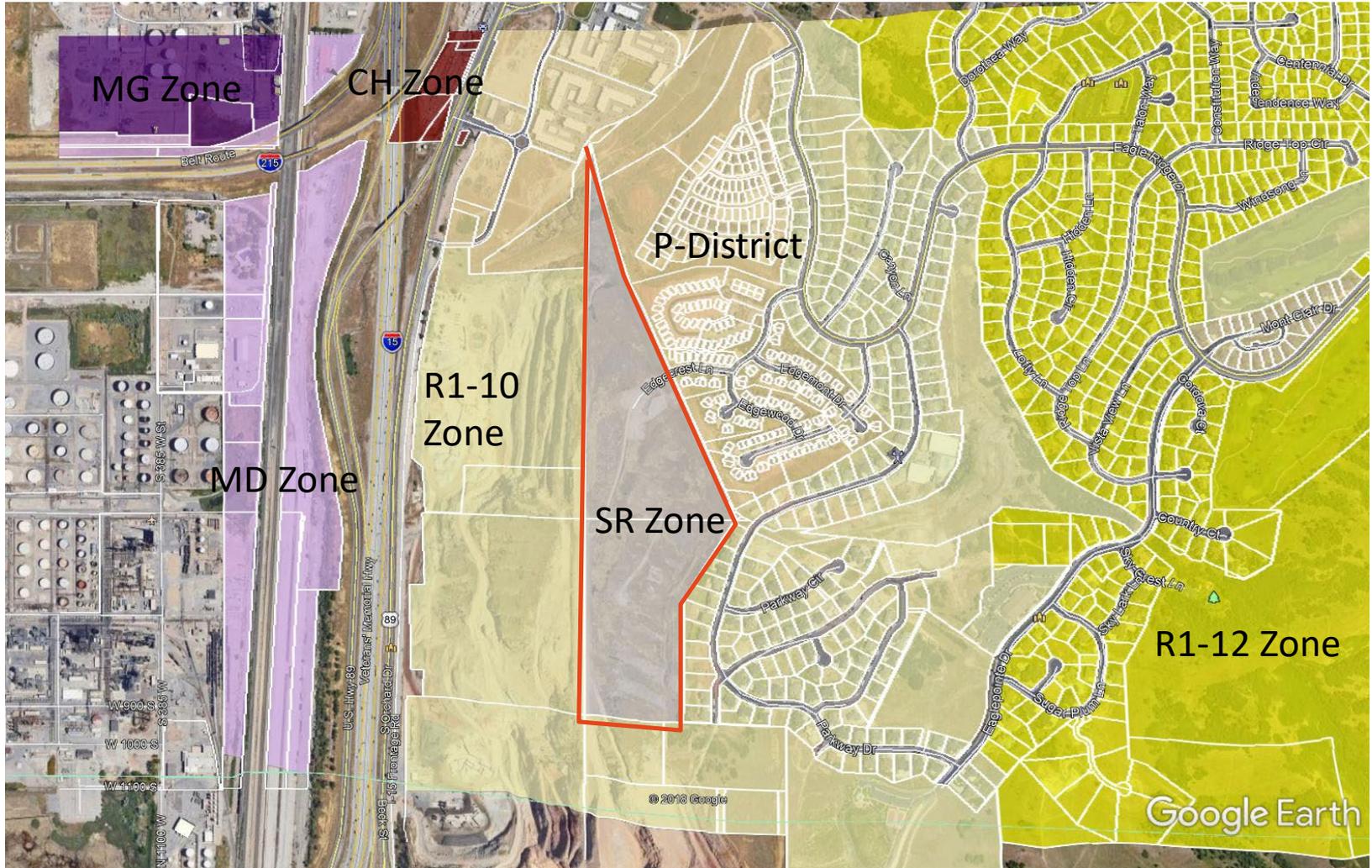


The Ridge

P-District Rezone & Preliminary Plan

650 South Edgcrest Lane

Current Zoning



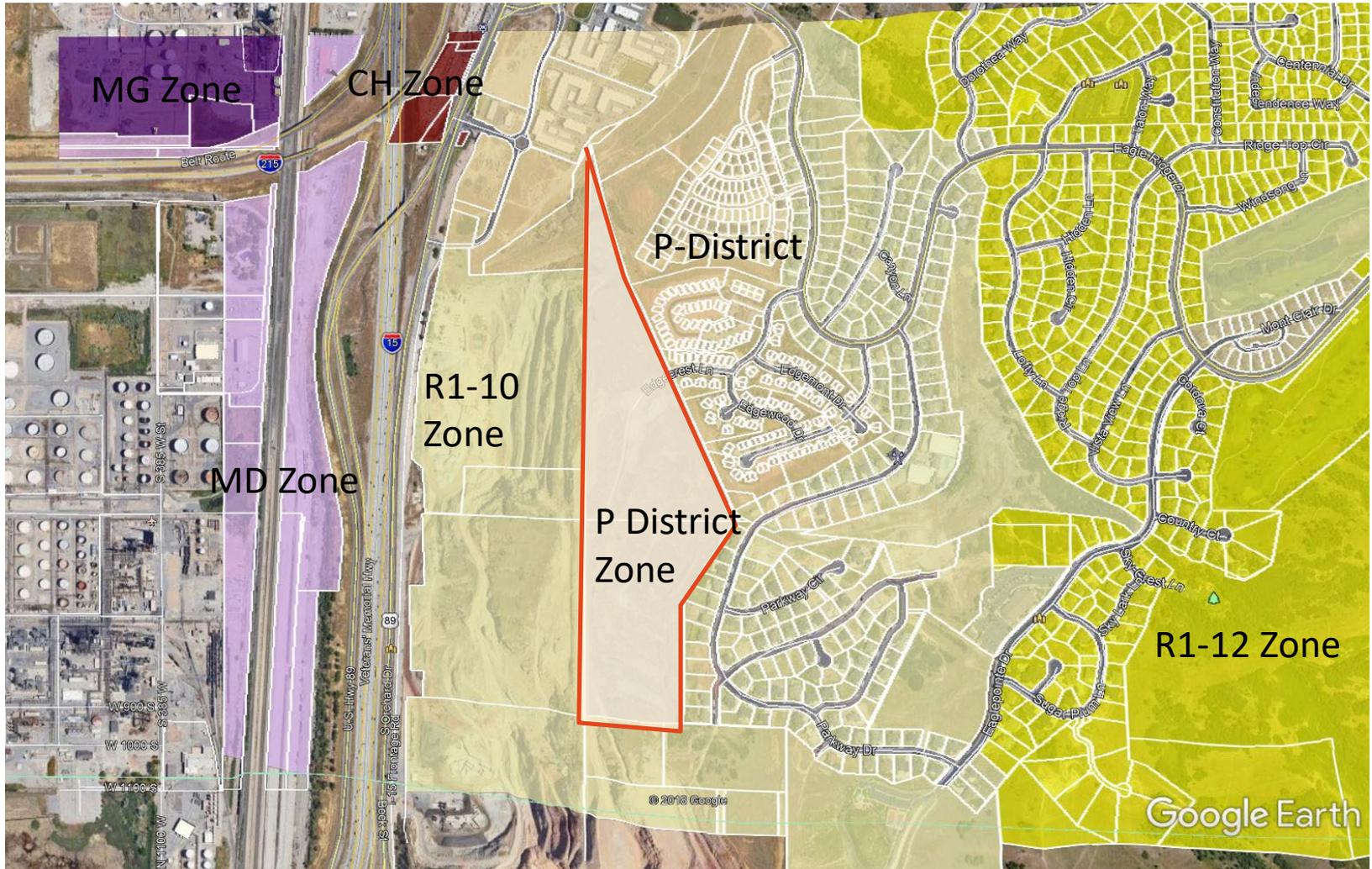


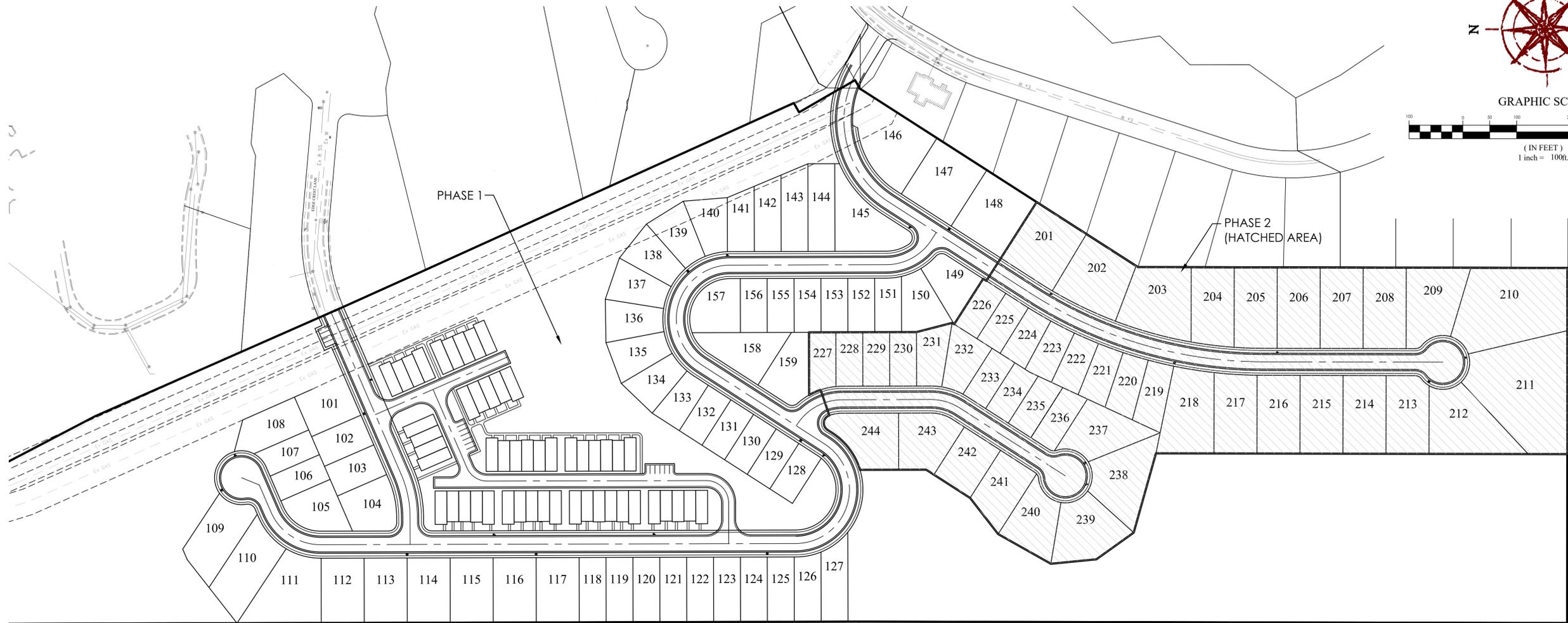
The Ridge

P-District Rezone & Preliminary Plan

650 South Edgcrest Lane

Proposed Zoning





GRAPHIC SCALE
 (IN FEET)
 1 inch = 100ft.



THE RIDGE SUBDIVISION
 NORTH SALT LAKE, UTAH
 SITE PHASING PLAN

LEGEND

—	BOUNDARY
—	ROW
—	CENTERLINE
—	LOT LINE
—	EASEMENT
---	15" STORM DRAIN
---	8" SANITARY SEWER
---	8" CULINARY WATER
---	8" SECONDARY WATER
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
⊙	SIGN
⊙	STREET LIGHT
⊙	SD MH, INLET, AND COMBO
⊙	SEWER MANHOLE
⊙	VALVE, TEE & BEND
⊙	WATER BLOW-OFF
⊙	FIRE HYDRANT
⊙	STREET MONUMENT (TO BE SET)
⊙	EXIST. STREET MONUMENT
⊙	EXIST. SD INLET & MH
⊙	EXIST. SEWER MH
⊙	EXIST. VALVE, TEE, & BEND
⊙	EXIST. FIRE HYDRANT
○	SPOT ELEVATION

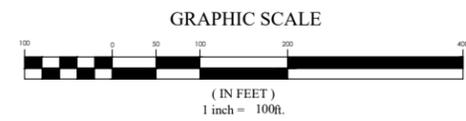
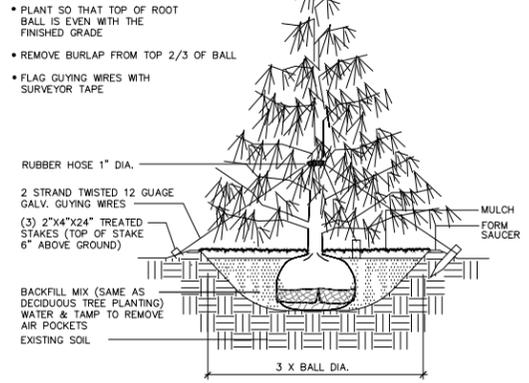
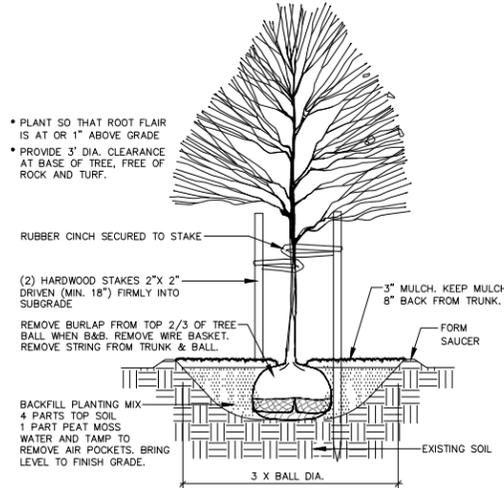
REVISION BLOCK

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

SITE PHASING PLAN

Scale: 1"=100'	Drawn: MHW
Date: 03/28/19	Job #: 18-410
Sheet:	C3.6





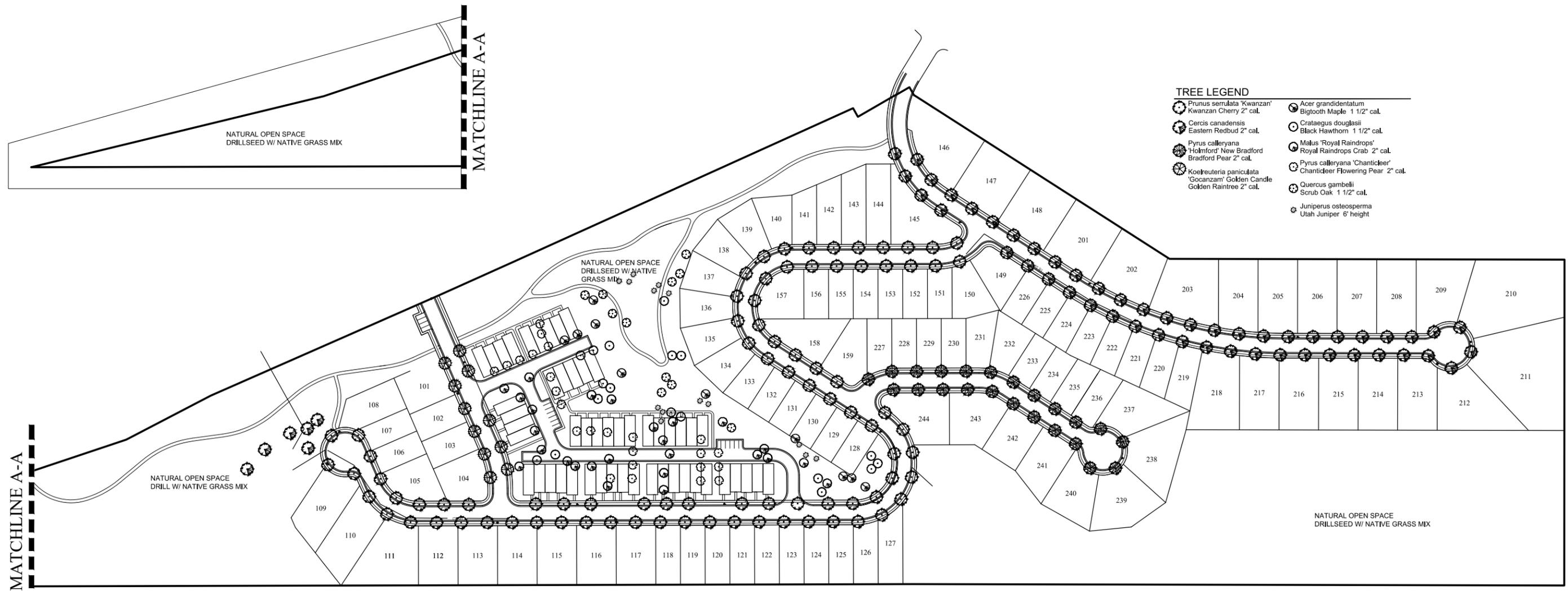
A TREE PLANTING & STAKING
 NOT TO SCALE

B EVERGREEN PLANTING & GUYING
 NOT TO SCALE

NATIVE GRASS/WILDFLOWER SEED MIX

SLENDER WHEATGRASS	18%
WESTERN WHEATGRASS	20%
BLUEBUNCH WHEATGRASS	20%
SHEEP FESCUE	4%
SANDBERG BLUEGRASS	3%
INDIAN RICEGRASS	10%
BLANKET FLOWER	5%
BLUE FLAX	10%
CALIFORNIA POPPY	10%

APPLY 4 INCHES OF NATIVE TOP SOIL FROM THE LOCAL AREA WHERE NATIVE SOIL HAS BEEN STRIPPED. NO SUBSURFACE SOIL SHALL BE USED. IT IS IMPORTANT TO USE SOIL THAT HAS MINIMAL AMOUNT OF WEED SEED. APPLY SEED MIX AT A RATE OF TWENTY POUNDS PER ACRE (20 LBS./AC.). APPLY SEED MIX BY DRILLING. (SEED MIX PROVIDED BY GRANITE SEED, LEHI, UTAH)



TREE LEGEND

● Prunus serrulata 'Kwanzan' Kwanzan Cherry 2" cal.	● Acer grandidentatum Bigtooth Maple 1 1/2" cal.
● Cercis canadensis Eastern Redbud 2" cal.	● Crataegus douglasii Black Hawthorn 1 1/2" cal.
● Pyrus calleryana 'Holmford' New Bradford Bradford Pear 2" cal.	● Malus 'Royal Raindrops' Royal Raindrops Crab 2" cal.
● Koeleria paniculata 'Gocanzani' Golden Candle Golden Raintree 2" cal.	● Pyrus calleryana 'Chanticleer' Chanticleer Flowering Pear 2" cal.
	● Quercus gambelii Scrub Oak 1 1/2" cal.
	● Juniperus osteosperma Utah Juniper 6' height



THE RIDGE SUBDIVISION
 NORTH SALT LAKE, UTAH
 LANDSCAPE PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

When Recorded
Return to:
City of North Salt Lake
10 East Center Street
North Salt Lake, UT 84054

AGR 2019-19A

DEVELOPMENT AGREEMENT THE RIDGE AT NORTH SALT LAKE

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of _____, 20__ (the “Effective Date”), by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation (the “City”), and _____ **CW LAND CO. LLC** _____, a Utah limited liability company, (the “Developer”). The Developer and the City are sometimes collectively referred to herein as the “Parties” or singularly as a “Party.”

RECITALS

A. As of the Effective Date hereof, Developer is the owner of the property described on **Exhibit “A”** (the “Property”) hereto, located within the City of North Salt Lake, Davis County, Utah.

B. The development of the Property is governed by the City’s Title 10—Land Use and Subdivision Ordinances (the “Code”). All Section references contained herein shall refer to the Code.

C. Pursuant to section 10-13-3 of the Code, the Developer has filed an application for and received approval by the City for the following:

- (1) a General Development Plan (the “General Development Plan”) for the Property consisting of _____ single family and town home residential units _____; and
- (2) the re-zoning of the Property to the Planned P District, (the “P District Zoning”) subject to approval of an acceptable development agreement.

D. The project to be developed upon the Property pursuant to the General Development Plan is known as _____ The Ridge _____ and is generally located _____ 650 South Edgecrest Lane _____ in the City of North Salt Lake (the “Project”).

E. Pursuant to the City’s approval of the General Development Plan on the _____ day of _____, 20____, the Plan consists of _____ 103 single family _____ residential units and _____ 51 town home units _____ with associated parking, landscaping and other improvements. A copy of the approved General Development Plan is attached hereto as **Exhibit “B.”**

F. Pursuant to section 10-13-2-D, exceptions to or modification of the general standards for development within the residential and commercial zoning districts may be granted in the P District Zoning if the City determines that such exceptions are desirable and warranted. By this Agreement, the Parties desire to stipulate the required standards with respect to: land use; building size, layout, materials and architecture; landscaping; parking; signage size, placement, height, and design; lighting; fencing materials; and any other standards specified herein and included within the Project’s P District Zoning.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The above Recitals and Exhibits attached and referenced herein are hereby incorporated into this Agreement.

2. General Development Plan Approval. To the fullest extent of its legal powers and authority and for the duration of the Term (as described below) of this Agreement, the City hereby approves the General Development Plan for the Project, including the density, use, configuration, and specification designations as described in the General Development Plan and as described elsewhere herein. The developer may not substantially deviate from the General Development Plan without prior approval by the City staff; provided, however, the parties acknowledge that the General Development Plan may be modified by the Final Plat(s) ultimately approved by the City for the Property, and if that occurs, the Final Plat shall govern and control. . Subject to the terms of this Agreement and subject to the Developer's compliance with other provisions of the Code not specifically modified herein, the Developer shall have the right to have, Preliminary Design Plan, Site Plan, Final Plat, Construction Plans and Building Permits (as those terms are defined in section 10-3 of the Code) approved by the City and to develop the Project as proposed and approved. The Developer hereby agrees that the Project is subject to all City ordinances except as specifically modified herein by this Agreement. In the event of a conflict between the Code and this Agreement, this Agreement shall control.

3. Term. The vested rights described in this Agreement shall be effective for a period of ten (10) years following the date on which this Agreement is adopted by the city Council of North Salt Lake and signed by the City's Mayor (the "Term"). Developer may extend the Term by an additional five (5) years so long as Developer has, prior to expiration of the Term, used good faith efforts to progress the Project.

4. Development of the Project. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

- a. Notwithstanding anything in the Code to the contrary, the general layout, parking, fencing, and landscaping of the project shall be substantially in the form of **Exhibit "C"** of this Agreement and are entitled Landscape and Site Plans.

- b. The developer, designee, or individual builder, shall be responsible for the installation of the street trees within the Project and adjacent to the lot, prior to the occupancy of each single family dwelling and townhome. In the event that the street trees cannot be planted due to seasonal issues, the builder may post a landscape bond for the assurance of installation within 6 months from the date of temporary occupancy.

- c. The developer, shall be responsible for the installation of street trees and landscaping to the property to be owned and maintained by the Home Owner's Association. The landscaping for phase 1 shall be substantially completed prior to commencement of phase 2. Street trees and adjacent landscaping within the entry areas, namely the Project boundary at Edgecrest Lane to lot 101

and from Parkway Drive to lot 145 shall be completed within 12 months of final inspection and acceptance of those public streets.

d. Street trees shall be planted in conformance with city street tree ordinance for minimum separation distance. In the event that a street tree ordinance has not been adopted prior to the occupancy of any dwelling units, street trees shall be installed per recommendation of the city public works department using best practices for street trees based upon the species approved. (Figure C-3)

e. Open Space and Trails. All open space shall be owned and maintained by the Home Owner's Association. A public easement and dedication of the main trail within the gas pipeline easement as shown on **Figure C-5** shall be made to the City.

- i. The City agrees to participate in the construction cost of the trail with funds previously obtained from the approvals of adjacent developments, currently held in trust by the City. Upon completion of the dedicated trail section, it shall be a public trail owned and maintained by the City.
- ii. The minimum trail design shall be a six (6) foot wide meandering natural trail with a maximum grade of eight (8) percent and constructed with _____ inches of roadbase. Variances to the design width may be approved by the City engineer due to topography or the necessity of switchbacks.
- iii. The developer shall install in conjunction with the construction of the public streets a parking area consisting of four (4) parking spaces that will be dedicated to the public for the use of access to the public trail system. Upon acceptance of the road, the dedicated parking area shall be owned and maintained by the city.

f. Fencing. The developer, or assignee, shall be responsible for the installation of a solid fence along the west and south property lines in the locations shown on **Figure C-6**. The fence shall be constructed of a durable composite or panel vinyl material and shall be a minimum of 6' tall. The fence shall be installed on the length of each phase line prior to the issuance of an occupancy permit for any dwelling in that phase. The fencing shall be colored in neutral colors and shall exclude white.

g. Amenities. The developer, or assignee, shall provide the following amenities:

- i. A minimum of one pocket park, privately owned and operated within the single family portion of the Project.
- ii. A minimum of one tot-lot within the open space area of the town homes.

h. Notwithstanding anything in the Code to the contrary, the land use standards, including but not limited to, setbacks, building heights, uses, etc., for all structures to be developed within the Project shall be as the Land Use Standards set forth in **Exhibit "D"**, which Land Use Standards are hereby approved by the City for use in the Project and are entitled P District Land Use Standards.

i. Developer and City hereby agree that architectural standards should be applied to the development of all lots within the Project. These specific rules and standards are shown in **Exhibit "E"** of this Agreement and are entitled, "Architectural Standards for The Ridge _____".

- i. Prior to applying for each single family building permit the Architectural Control Committee operated by Developer or Home Owner's Association, in accord with

the adopted CC&Rs for the Project, shall review each plan for compliance to the restrictive covenants and provide a letter of approval or otherwise indicated the approval upon the building plans submitted to the city for review.

- ii. For purposes of this Agreement, the architectural designs and elevations illustrated within Exhibit E are to serve as general examples of the quality, style, colors, and materials to be used in construction of the homes and townhomes. The examples are not intended to limit the maximum designs, floor plans, or variations expected within the development but to serve as guidelines to the builders and architectural control committee. General design themes such as Craftsman, Farmhouse, Modern, Prairie, and Traditional shall not limit the development to only these designs. The examples shown are used solely to demonstrate the use of quality features of the construction within the development, such as:
 1. High quality materials such as brick, stone, and hardie board;
 2. Porches and entries that compliment the curb appeal of the home;
 3. Architectural accents that compliment the particular style of the home, such as board and batten, shutters, railings, moldings, beams, mullions, doors, metal awnings, outdoor lighting, etc.
 4. There shall be no minimum number of architectural accents required on each home, only that architectural accents be used appropriately on each home.

j. Developer and City hereby agree that signage and design standards should be applied to the development of all lots within the Project. These specific rules and standards are shown as Figure C-4 of **Exhibit “C”** of this Agreement

k. Phasing Plan. The Developer intends to construct the project in two (2) phases, as mutually agreed upon and attached hereto and incorporated herein as **Exhibit “F.”**. The General Development Plan generally calls for construction to commence on phase one first and followed by phase two, provided the Developer may commence construction for both phases at the same time. The phasing of the projects shall not preclude the developer from recording multiple final plats within each phase, provided that construction may not begin on any dwelling unit until such time that the public street between Edgecrest Lane and Parkway Drive meets the minimum standard per Utah State Code for access of emergency vehicles, that the minimum life safety infrastructure has been installed, tested, and accepted, and a bond has been posted for any remaining critical infrastructure as defined by Utah State Code.

l. Platting. The Developer may seek approval for final plat for multiple plats or all plats within the development upon recordation of the Development Agreement and effective zone change to the P-District. Preliminary Plan approval for each phase was approved by the City Council on April 2, 2019 and is attached as **“Exhibit G”**. Each final plat shall be prepared in accordance with the Preliminary Plan approval. Each final plat shall be recorded with the office of the County Recorder within two (2) years of final plat approval. The Planning Commission may approve an extension of this a period of one (1) year provided that the Developer has commenced construction and has continued diligently towards completion. Any expired plats may be resubmitted for approval and shall be approved per the terms of this Agreement.

m. Ownership. The developer shall provide within the adopted CC&Rs for the project provisions which preclude the ownership of multiple townhome units by a single person or entity for the purpose of rental properties.

n. Required Public Improvements. City agrees to coordinate with Developer the placement of conduits, chases and other piping required for the development of the project. The Developer agrees to construct all required public improvements, at its expense, except for the improvements as otherwise noted in this Agreement.

5. Payment of Fees. Developer agrees to pay fees, except for any waivers, credits or other considerations noted in this agreement, as required by the City's adopted fee schedule in effect at the time of the submittal of their respective development applications. Development and connection fees shall be assessed upon individual building permit as required by the City's adopted fee schedule. The Developer shall be required to pay the development and connection fees for any open space areas at the time of recording the plat contain said improvements.

6. Agreement to Run with the Land/Assignment. A memorandum of this Agreement shall be recorded by Developer against the Property in the form attached **Exhibit "H"**. The rights and obligations of Developer under this Agreement shall be those affecting the Property, and shall run with and be binding upon the Property and its successors and assigns, or any portion thereof. The terms of this Agreement shall be deemed to expire as to any portion of the Property upon the issuance of a certificate of occupancy for a structure on the subject portion of the Property. Neither Developer nor their successors and assigns shall have the right to assign this Agreement, in whole or in part, unless: (a) such assignee becomes the owner of fee simple title to that portion of the Property affected by the rights and obligations under this Agreement that are being assigned, and (b) the City has consented in writing to the assignment, which consent shall not be unreasonably withheld.

7. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To Developer: CW Land Co., LLC
Attn: Land Development Team
1222 W. Legacy Crossing Blvd., Suite 6
Centerville, Utah 84014

To the City: City of North Salt Lake
Attn: City Manager
10 East Center Street
North Salt Lake, Utah 84054

In the event that either of the Parties desires to change its address as shown above, such Party shall provide written notice to the other Party pursuant to the requirements of this Section 6.

8. Default. In the event either Party fails to perform its material obligations hereunder or to comply with the terms thereof, within thirty (30) days after giving written notice of default and the failure of the defaulting Party to cure such default, or if the default is of a nature that it cannot be reasonably cured within 30 days, then to have diligently and in good faith commenced to cure such default, and the non-defaulting Party may, at its election, have the following remedies:

a. All rights and remedies available in equity, including injunctive relief or specific performance, but shall have no claim for money damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project and this Agreement.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

9. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regularly approvals given by the City for the Property and/or the Project or any phase thereof containing the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties or understandings between the Parties which are not contained in this Agreement, regulatory approvals and related conditions.

10. Severability. The Parties hereto agree that the provisions hereto are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

12. No Third-Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any person or Parties other than the City. The Parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

ATTEST:

CITY
CITY OF NORTH SALT LAKE

City Recorder

By: Len Arave
Its: Mayor

DEVELOPER

CW LAND CO., LLC,
a Utah limited liability company

By:
Its:

EXHIBIT "A"
LEGAL DESCRIPTION

All property included in Davis County Parcel Identification numbers: 01-107-0061 & 01-112-0033 and containing approximately 49 acres.

Legal Description:

EXHIBIT "B" GENERAL DEVELOPMENT PLAN

The General Development Plan for the The Ridge project approved by the City Council on the
20th day of November, 2018.



DEVELOPMENT SUMMARY	UNITS	AREA	% OF TOTAL	SETBACKS
ORIGINAL PROPERTY	-	49.22 ACRES	100%	-
ESTATE LOTS (80' FRONTAGE)	36 D.U.	10.0 ACRES	20.3%	Front Yard: The minimum depth of the front yard shall be twenty feet (20'). Rear Yard: The minimum depth of the rear yard shall be twenty feet (20'). Side Yard: The minimum side yard shall be ten feet (10'), and the total width of the two required side yards shall not be less than sixteen feet (16').
SMALLER LOTS (50' FRONTAGE)	68 D.U.	9.29 ACRES	18.9%	Front Yard: The minimum depth of the front yard shall be twenty feet (20'). Rear Yard: The minimum depth of the rear yard shall be twenty feet (20'). Side Yard: The minimum side yard shall be ten feet (10').
TOWNHOMES	51 D.U.	3.57 ACRES	7.3%	Front Yard: The minimum depth of the front yard shall be twenty feet (20'). Rear Yard: The minimum depth of the rear yard shall be ten feet (10').
OPEN SPACE	-	20.56 ACRES	41.8%	-
RIGHT OF WAY	-	5.8 ACRES	11.8%	-

Note: This plan is for illustrative purposes only.

THE RIDGE concept plan

NORTH SALT LAKE, DAVIS COUNTY
11/12/18

18-410

C.W.
LAND
co.

FOCUS.
ENGINEERING AND SURVEYING, LLC

EXHIBIT "C"
LANDSCAPE & SITE PLANS

- A. Conceptual and illustrative typical landscape and site plans are attached for the Single Family Residential lots (Figure C-1) and the Multi-Family Residential (Townhome) Lots (Figure C-2).

Figure C-1 Single Family

Single Family Residential
Conceptual Landscaping and Site Plan



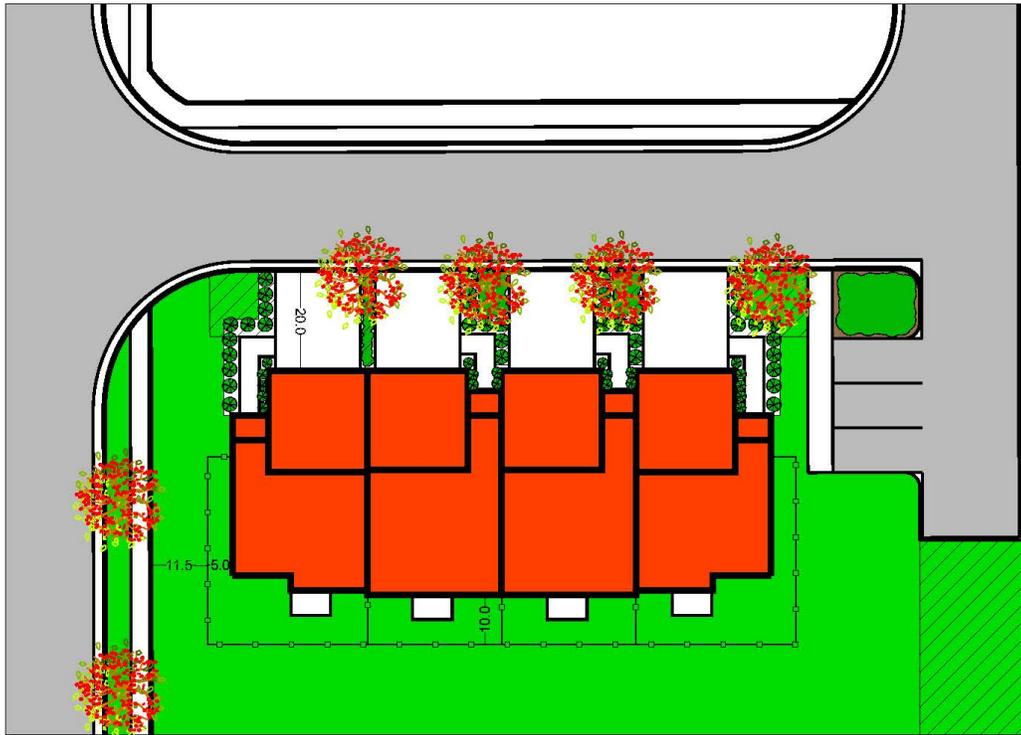
Scale 1"-30'



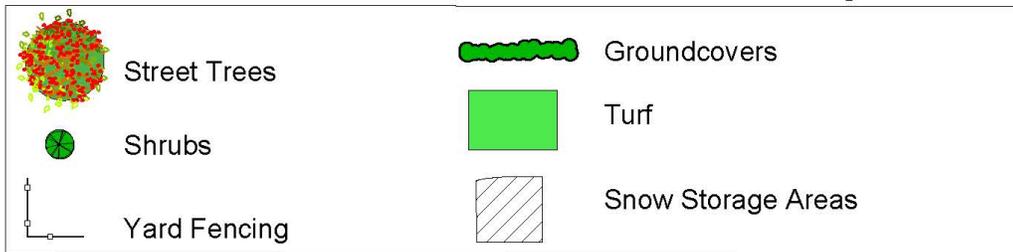
Landscaping shown is conceptual and illustrative and is subject to revision.
Dimensions show are typical and are subject to revision within minimum permitted.

Figure C-2 Multi-Family

Multi-Family Residential (Townhomes) Conceptual Landscaping and Site Plan



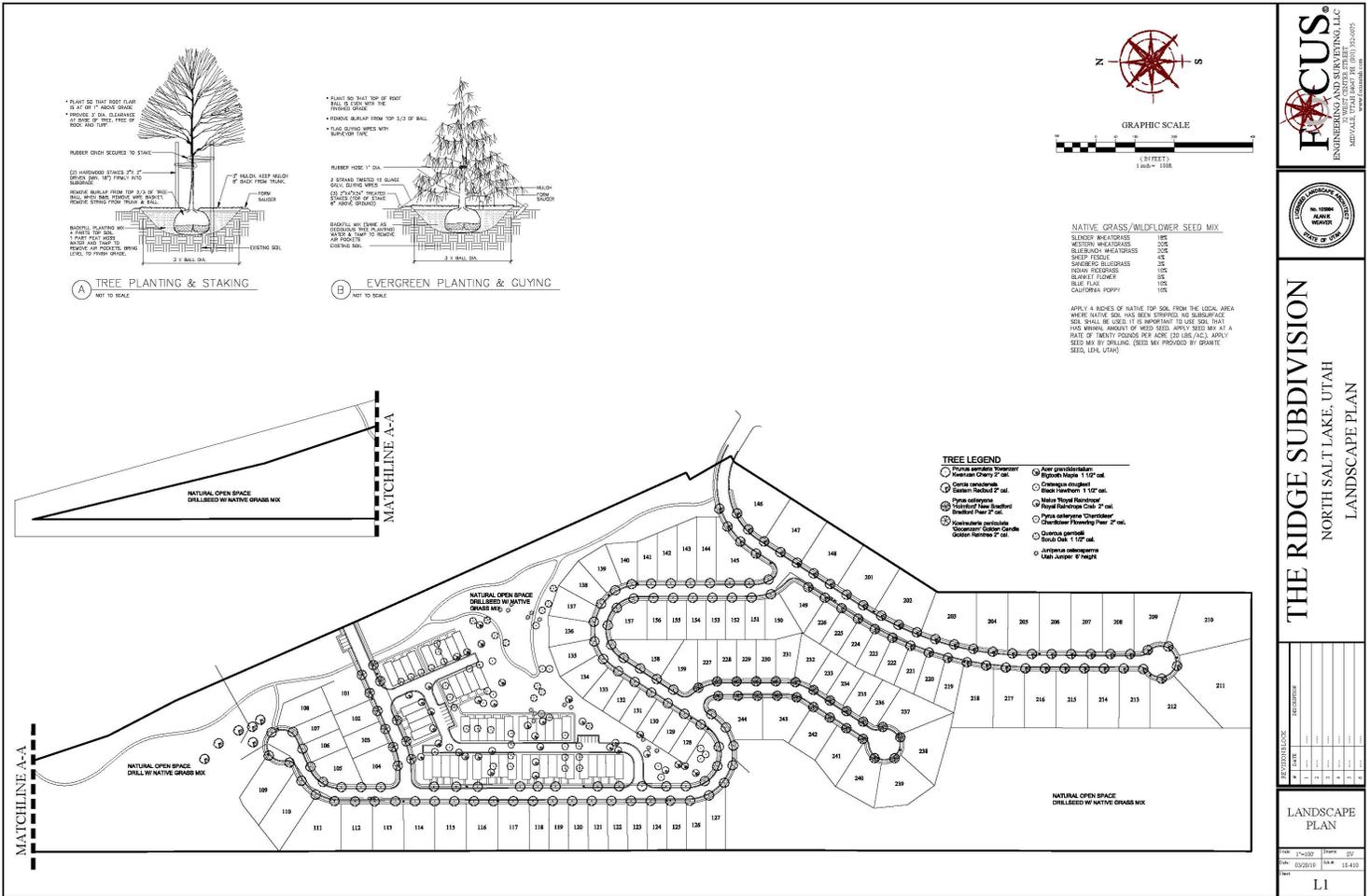
Scale 1"-30'



Landscaping shown is conceptual and illustrative and is subject to revision.
Dimensions shown are typical and are subject to revision within minimum permitted.

B. Open Space landscaping shall be installed per the approved General Development Plan's Landscape Plan. (Figure C-3)

Figure C-3



- C. Monument signage will be constructed at the two neighborhood entrances on Edgecrest Lane and from Parkway Drive.
1. One monument sign will be placed at each entrance on private property owned and maintained by the Homeowner's Association.
 2. The Homeowner's Association will maintain the signs including periodic maintenance and upkeep and repairs as needed.
 3. Final design of the monument signs will be submitted for review and approval as part of the Final Plat application. The figure at right is a conceptual and illustrative depiction of the anticipated sign at this time, but it is subject to revision prior to submittal for review and approval. (Figure C-4)

Figure C-4 Monument Sign

D. Fencing will be installed by the developer, the home builder and the home owner.

1. Thematic fencing will be used throughout The Ridge. The thematic fencing is a faux wood grain vinyl fence. Two types of fencing can be used. A solid opaque fence or a semi-transparent picket fence may be used along rear fence lines lots with views. All fences along side (behind the front yard setback) and rear yard property lines shall be a minimum six (6) feet in height.

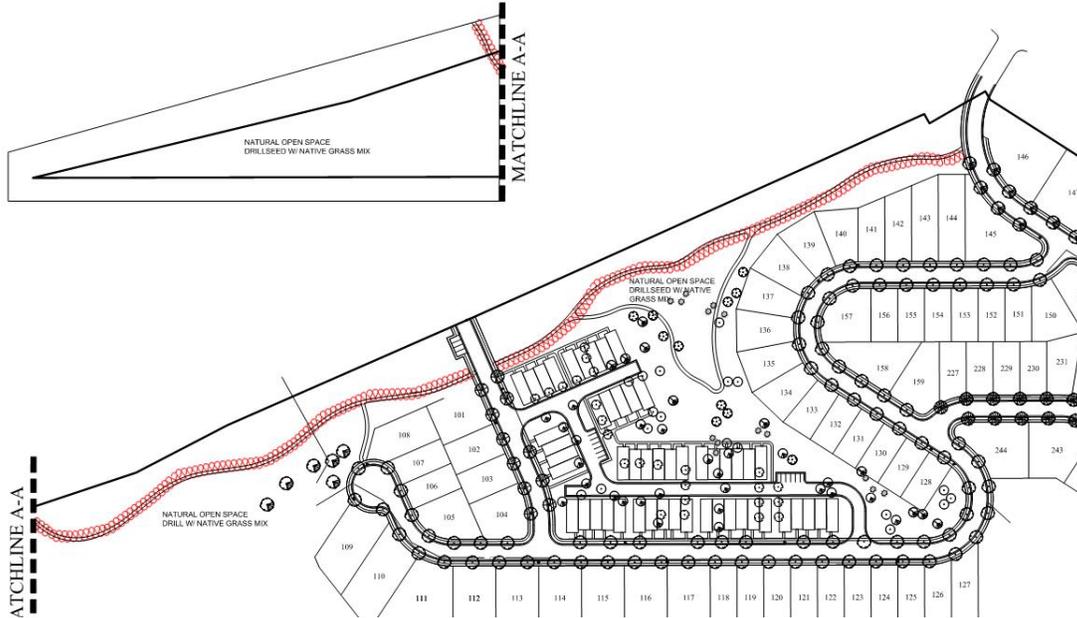
The following figures are illustrative views of the types of fencing that may be constructed. Actual fencing and color may vary.



E. Public Trail. The area highlighted in Figure C-5 shall be the trail dedicated for public use.

F. Figure C-5

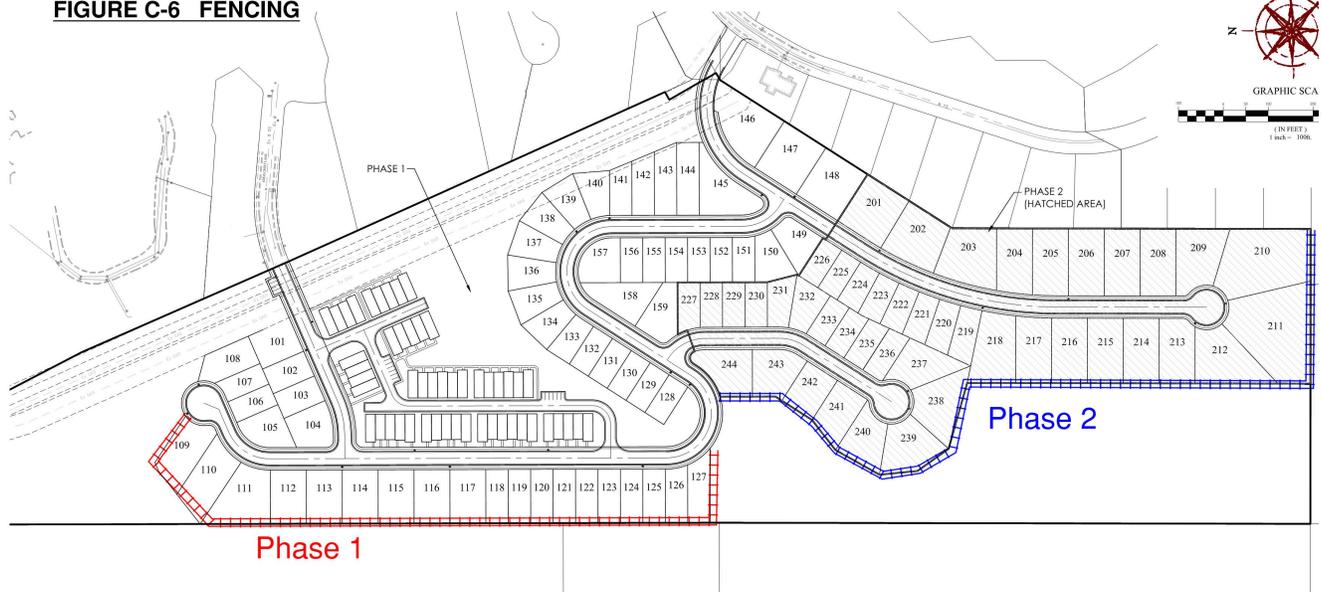
Figure C-5 Public Trail



G. Perimeter Fencing. Required perimeter fencing is required per Figure C-6.

Figure C-6

FIGURE C-6 FENCING



**EXHIBIT “D”
LAND USE STANDARDS**

Purpose. This Exhibit outlines the standards pursuant to which the Project’s uses shall be developed within the P District. References herein to the term “Code” shall refer to Title 10 of the North Salt Lake City Code, Land Use and Subdivision Ordinances. Any standards not listed herein shall be bound by the standard City Code Regulations.

LAND USE STANDARD	Single Family Residential	Multi-Family Residential
Permitted Uses:	<p>Single family dwellings. Accessory dwelling units, as regulated by North Salt Lake City Code, Section 10-1-44, as amended.</p> <p>Accessory structures including pools and spas.</p> <p>Home occupations as regulated by North Salt Lake Land Use Code, Section 10-10-5, as amended.</p>	<p>Multi-family attached dwellings, rear loaded from private alleys. Any units constructed along a public street, shall have front doors facing the street.</p> <p>Accessory structures including clubhouses, pools and spas.</p> <p>Home occupations as regulated by North Salt Lake Land Use Code, Section 10-10-5, as amended.</p>
Maximum Coverage Area: The maximum building coverage area per lot shall be:	50%	No maximum
Maximum Height of Buildings: The maximum height for all residential structures as regulated by city code section 10-1-25 shall be:	35 Feet	35 Feet
Front Yard Setback: The minimum front yard setback shall be:	12 feet from the property line to the living area or porch area of the home, 20 feet to the garage door.	<p>Setbacks for all structures shall be as depicted on the approved General Development Plan.</p> <p>Town homes fronting public streets shall have minimum setback of 12’</p>
Side Yard Setback: The minimum side yard setback shall be:	<p>50 Foot Wide Lots: 5 feet Interior and 10 feet on corner lots</p> <p>80 Foot Wide Lots: 5 feet, a combined total of 15 feet and 15 feet between buildings</p>	Setbacks for all structures shall be as depicted on the approved General Development Plan
Rear Yard Setback: The minimum rear yard setback shall be:	15 feet	Setbacks for all structures shall be as depicted on the approved General Development Plan
Setbacks, accessory structures:	Accessory structures and uses over 18 inches in height, shall only be permitted in the rear yard and shall be a minimum of 6 feet behind the	Setbacks for all accessory structures shall be as depicted on the approved General Development Plan

	home, and a minimum of 5 feet from the rear and side property line.	
Landscaping:	<p>Landscaping shall be completed on each lot and within the respective park strip within 6 month of final occupancy, in the event that date falls between October 1-April 1, the homeowner shall be allowed until July 1st of the following year to complete the landscaping.</p> <p>Park strips shall be landscaped with a minimum 50% vegetative materials, rock mulch used in the park strip must be “1-inch minus”.</p> <p>Trees planted in the park strip shall be permit but shall be limited to those tree species with the minimum recommended separation provided within the City Tree Ordinance, if adopted. In the event that a Tree Ordinance has not been adopted or is not in effect, all trees must be approved by the City Public Works Department for appropriate size, species, and separation in relation to the soil quality and width of the park strip.</p> <p>Trees planted on private property shall be located a minimum of 10 feet from the sidewalk, additional distance may be required depending on tree species, and if provided for within the adopted Tree Ordinance.</p>	<p>Landscaping shall be completed on each lot and within the respective park strip within 6 month of final occupancy, in the event that date falls between October 1-April 1, the homeowner shall be allowed until July 1st of the following year to complete the landscaping.</p> <p>Park strips shall be landscaped with a minimum 50% vegetative materials, rock mulch used in the park strip must be “1-inch minus”.</p> <p>Trees planted in the park strip shall be permit but shall be limited to those tree species with the minimum recommended separation provided within the City Tree Ordinance, if adopted. In the event that a Tree Ordinance has not been adopted or is not in effect, all trees must be approved by the City Public Works Department for appropriate size, species, and separation in relation to the soil quality and width of the park strip.</p> <p>Trees planted on private property shall be located a minimum of 10 feet from the sidewalk, additional distance may be required depending on tree species, and if provided for within the adopted Tree Ordinance.</p>
Walls and fences: Governed by City Code 10-1-33 with the following exceptions:	Sloped rear yards with a slope greater than 25% shall be required to use fencing materials that are constructed of materials and colored as to blend into the natural environment. White vinyl shall not be permitted on slopes over 25%.	Sloped rear yards with a slope greater than 25% shall be required to use fencing materials that are constructed of materials and colored as to blend into the natural environment. White vinyl shall not be permitted on slopes over 25%.
Parking: Shall be provided as follows:	<p>Each home shall include a minimum two (2) car garage and a minimum two (2) car driveway.</p> <p>RV parking shall only be permitted in the side yard and setback from</p>	<p>Each unit shall include a minimum two (2) car garage, not in tandem.</p> <p>Guest parking shall be provided at a ratio of 0.25 parking spaces per unit and shall be located to provide</p>

	<p>the front property line a minimum 20 feet. RV parking shall be hard surfaced with concrete or asphalt.</p>	<p>convenient walking access to each front door at a distance not greater than 200 feet.</p> <p>RV parking shall not be permitted in the Town Home portion of the project.</p>
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**EXHIBIT “E”
ARCHITECTURAL STANDARDS**

The architectural rules, design standards and construction guidelines, as contained herein, are to be used as required standards for the Developer and its assigns in preparing plans and specifications for any proposed construction or improvement in The Ridge and for maintaining an orderly construction environment.

SINGLE FAMILY RESIDENTIAL DESIGN STANDARDS:

- A. The Single Family portion of the Project shall be developed as shown in the approved General Development Plan and the Restrict Covenants for the project shall have at a minimum the following requirements:
1. The architectural designs and elevations illustrated within Exhibit E are to serve as general examples of the quality, style, colors, and materials to be used in construction of the homes and townhomes. The examples are not intended to limit the maximum designs, floor plans, or variations expected within the development but to serve as guidelines to the builders and architectural control committee. General design themes such as Craftsman, Farmhouse, Modern, Prairie, and Traditional shall not limit the development to only these designs. The examples shown are used solely to demonstrate the use of quality features of the construction within the development, such as:
 - i. High quality materials such as brick, stone, and hardie board;
 - ii. Porches and entries that compliment the curb appeal of the home;
 - iii. Architectural accents that compliment the particular style of the home, such as board and batten, shutters, railings, moldings, beams, mullions, doors, metal awnings, outdoor lighting, etc.
 - iv. There shall be no minimum number of architectural accents required on each home, only that architectural accents be used appropriately on each home.
 2. All residential elevations shall be designed and constructed using the following design guidelines.
 - i. Overall massing of the front elevation should include multiple façade elements including gables, hips and projections to add variety and differentiation.

- ii. Multiple rooflines should create different heights of the unit.
 - iii. Aluminum or vinyl siding is not permitted.
 - iv. The front façade should include a minimum of two (2) treatments including masonry, fiber cement paneling and stucco.
 - v. Side and rear facades that face a street or park area should also have a minimum of two (2) treatments.
 - vi. Covered porches.
 - vii. Front facing garages shall be even or placed behind the front façade.
3. The minimum number of variations in model floor plans and elevations available to be constructed shall be three (3) floor plans and two (2) elevation designs per floor plan.
4. No home of the same model & elevation shall be built on the lot adjacent or directly across the street.
5. If applied to a front elevation, architectural features like brick or stone wainscoting shall be wrapped around the front to the side façade a minimum of 18 inches.
6. Architectural windows shall be required on all facades adjacent to a street.
- B. Accessory structures shall be finished with of similar materials, architectural style, and colors of the main structure.
- C. Materials, Colors, Stone, and Hardie. The following colors and materials depicted in the following graphics shall be used in the construction of homes. Minor variations in color/tone may be approved by the Community Development Director in accordance with the general color palette.

FIGURE E-1
40 Foot Wide Single Family Residential Designs
 (Actual home designs may vary prior to final version of this agreement.)

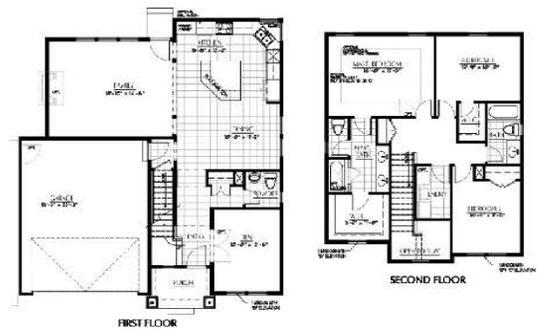
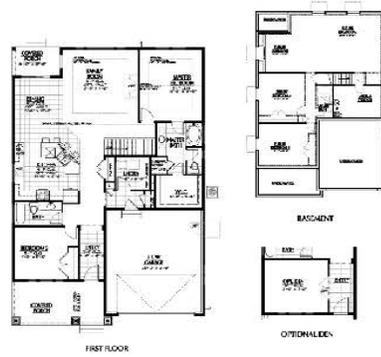


FIGURE E-2
65 Foot Wide Single Family Residential Designs
 (Actual home designs may vary prior to final version of this agreement.)



MULTI-FAMILY RESIDENTIAL DESIGN STANDARDS:

- A. The Town Home portion of the Project shall be developed as shown in the approved General Development Plan. All exterior residential elevations shall be consistent with general scheme and design as depicted below and as approved in the General Development Plan for The Ridge. The graphic below is illustrative of the type, materials, and style of architecture required by this Agreement.
1. All residential elevations shall be designed and constructed using the following design guidelines.
 - i. Overall massing of the front elevation should include multiple façade elements including gables, hips and projections to add variety and differentiation.
 - ii. Multiple rooflines should create different heights of the unit.
 - iii. Aluminum or vinyl siding is not permitted.
 - iv. The front façade should include a minimum of two (2) treatments including masonry, fiber cement paneling and stucco.
 - v. Side and rear facades that face a street or park area should also have a minimum of two (2) treatments.
 - vi. Covered porches or entries.
 - vii. Front facing garages shall not be permitted on public streets.
 - viii. Architectural windows shall be required on all facades adjacent to a street.

FIGURE E-3
Multi-Family Townhome Residential Design Standards
 (Actual home designs may vary prior to final version of this agreement.)



LENNAR SERIES 2 - TOWNHOMES

PERSPECTIVE VIEW
FARMHOUSE - 3

D105
12 DEC., 2018

MATERIAL CHART - FARMHOUSE

COLOR SCHEME - 01 - Farmhouse

						
ENTRY DOORS Material: Fiberglass Manufacturer: TBD Color: SW 4435 Delmonico Orange	GARAGE DOORS Material: Steel Manufacturer: TBD Color: TBD - Charcoal	WINDOWS Material: Vinyl Manufacturer: AMSCO Studio Color: White or optional Cap Stock Black	BOARD AND BATT FIBER CEMENT Material: Fiber Cement Manufacturer: TBD Color: SW 7005 "Pure White"	FIBER CEMENT LAP SIDING Material: Fiber Cement Lap Siding 4" Exposure Manufacturer: TBD Color: SW 7005 "Pure White"	ROOFING Material: Asphalt Shingle Manufacturer: GAF Timberline or Equal Color: Charcoal	FASCIA TRIM/GUTTERS/DROP EDGE Material: Aluminum/Fiber Cement/MLI Manufacturer: TBD Color: Charcoal 371 (Genie)

COLOR SCHEME - 02 - Farmhouse

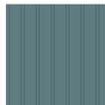
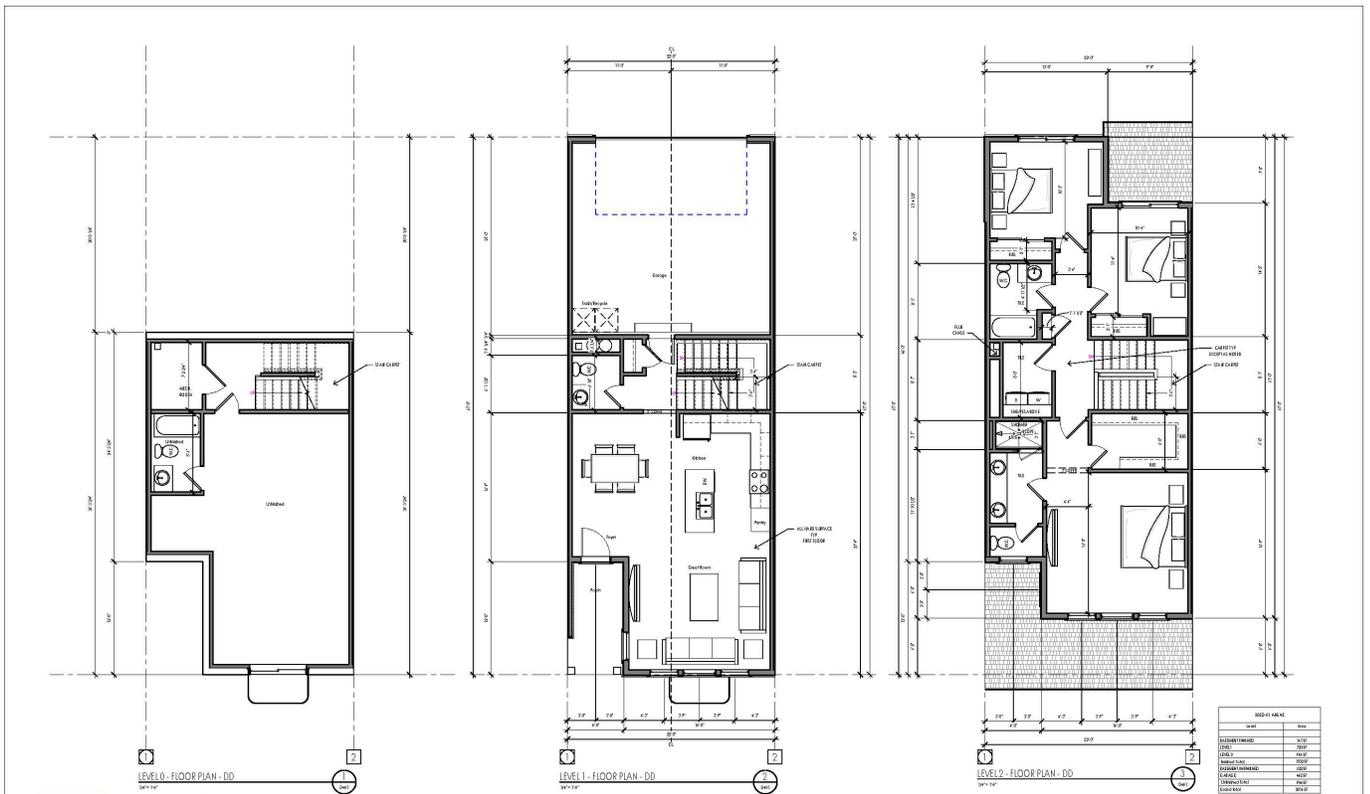
						
ENTRY DOORS Material: Fiberglass Manufacturer: TBD Color: SW 4435 Delmonico Orange	GARAGE DOORS Material: Steel Manufacturer: TBD Color: TBD - Charcoal	WINDOWS Material: Vinyl Manufacturer: AMSCO Studio Color: White or optional Cap Stock Black	BOARD AND BATT FIBER CEMENT Material: Fiber Cement Manufacturer: TBD Color: SW 4228 "Tealys"	FIBER CEMENT LAP SIDING Material: Fiber Cement Lap Siding 4" Exposure Manufacturer: TBD Color: SW 4228 "Tealys"	ROOFING Material: Asphalt Shingle Manufacturer: GAF Timberline or Equal Color: Charcoal	FASCIA TRIM/GUTTERS/DROP EDGE Material: Aluminum/Fiber Cement/MLI Manufacturer: TBD Color: White

FIGURE E-3
Multi-Family Townhome Residential Design Standards
 (Actual home designs may vary prior to final version of this agreement.)



SUD OF AREA	
sq ft	sq ft
Garage	300
Living Area	300
Kitchen	300
Bathroom	300
Bedroom	300
Bedroom	300
Bathroom	300
Staircase	300
Other	300
Grand Total	3000



LENNAR SERIES 2 - TOWNHOMES

3BED-01

D401
12 DEC., 2018

GENERAL DEVELOPMENT STANDARDS

- A. **Lamp Posts and Building Lighting.** The entire development shall be regularly interspersed by themed lighting/light poles which utilize cutoff fixtures which cast light downward. Developer will install commercial quality lamp posts, or another similar type mutually agreed upon between the City and Developer. Developer will submit as part of the final plat application, the location of the proposed lamp posts.

Insert Lamp Post

- B. **Mailboxes.** Mailbox clusters, with mailboxes and newspaper receptacles shall be provided by the Developer based on the requirements and approval of the U.S. Postal Service. Replacements necessitated by damage from whatever source shall be at the expense of the Developer or its assigns.

EXHIBIT "F" PHASING PLAN

Phasing Plan

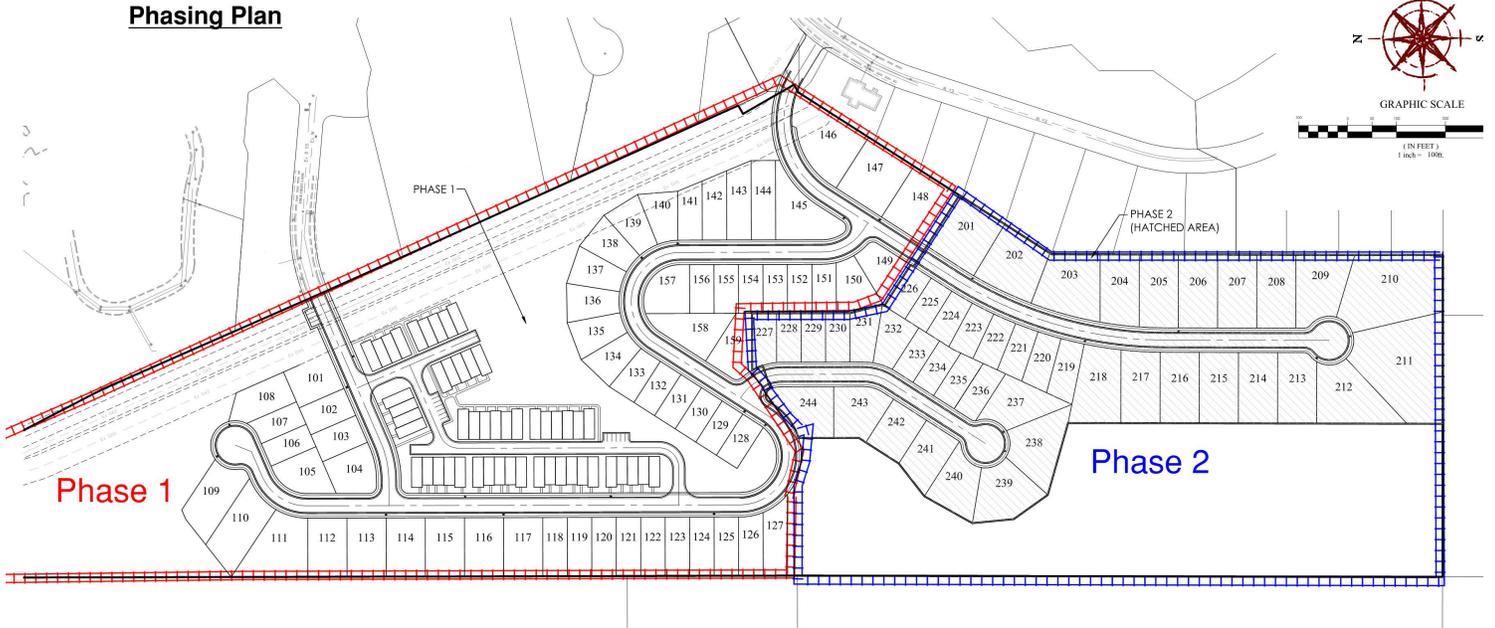


EXHIBIT "G"
RECORDABLE MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

City of North Salt Lake
Attn: City Recorder
10 East Center Street
North Salt Lake, UT 84054

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation, whose address is 10 East Center Street, North Salt Lake, Utah, 84054, hereinafter referred to as the "City," and **CW LAND CO., LLC**, a Utah limited liability company, whose address is 1222 West Legacy Crossing Blvd., Suite 6, Centerville, Utah 84014 ("Developer").

Developer and the City have entered into that certain "Development Agreement for A Planned District Development", dated _____ (referred to herein as the "Agreement") regarding the real property to be known as the The Ridge and more particularly described on the attached **Schedule "A"** (the "Property"). Copies of the Agreement are on file in the offices of the City of North Salt Lake.

This Memorandum is executed and recorded in the Davis County Recorder's Office in order to provide third-parties with notice of the Agreement. The effect of the Agreement as to each portion of the Property shall expire upon the issuance of a certificate of occupancy for a structure by the City as to the subject portion.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

"CITY"

CITY OF NORTH SALT LAKE

ATTEST:

City Recorder

By: _____
Mayor

State of Utah)
 ss.
County of Davis)

This instrument was acknowledged before me on _____, 2018, by _____ as _____ of City of North Salt Lake, a Utah municipal corporation.

[Seal]

NOTARY PUBLIC

My Commission Expires: _____

“DEVELOPER”

By: _____

Title: _____

State of Utah)
 ss.
County of Davis)

This instrument was acknowledged before me on _____, 2016, by _____ as _____ of _____, a Utah Limited Liability company.

[Seal]

NOTARY PUBLIC

My Commission Expires: _____

SCHEDULE "A"

LEGAL DESCRIPTION



NORTH SALT LAKE PUBLIC WORKS

10 East Center Street
North Salt Lake, Utah 84054
801-335-8700
www.nslcity.org

Leonard K. Arave
Mayor
David Frandsen
Public Works Director

TO: Honorable Mayor and City Council
FROM: David Frandsen, Public Works Director
DATE: March 17, 2019
SUBJECT: Mathis Park Fence

PARKS AND ARTS COMMITTEE/PUBLIC WORKS RECOMMENDATION:

Consideration of tree removal and fence replacement at Mathis Park with a new vinyl fence and mow strip.

BACKGROUND:

The Parks and Arts board, along with the Public Works Department, have worked to determine the highest priority park needs in our City. At the top of the list is the failing concrete fence at Mathis Park. This is not only an eyesore, but it has become a safety issue as the fence begins to crumble.

Mathis Park was built around 1980 and the current fence is approximately 38 years old. Age as well as tree growth have contributed to its failing. This project was included in the Parks Replacement Plan that was introduced to the City Council.



To properly replace the concrete fence with a new vinyl one, we need to remove the current fencing, take out the trees that are causing the issues, and replace the fence with a concrete mow strip beneath it. We received the following three bids to have this work completed:

Company	Price
American Fence Company	\$40,130.
Quality Vinyl Fence & Gates	\$52,399.
Superior Vinyl Fence	\$48,580.

These bids include:

- Removal and disposal of existing concrete fence
- Removal and disposal of trees damaging the fence and grinding down of stumps
- Installation of apx. 753' of concrete mow strip under the fence line (8" wide X 4" deep)
- Installation of apx. 753' of white vinyl fence

BUDGET:

This work was budgeted for in

POSSIBLE MOTION:

I move that the City Council approve the tree removal and replacement of the concrete fence at Mathis Park with a new vinyl fence and mow strip, and award the bid to American Fence Company in the amount of \$40,130.

RESOLUTION NO. 2019-10R

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE ENTERING INTO AN AGREEMENT WITH DAVIS COUNTY FOR ELECTION SERVICES FOR THE 2019 MUNICIPAL ELECTION

WHEREAS, Pursuant to Section 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, the City is authorized and required to hold municipal elections in each odd-numbered year; and

WHEREAS, Davis County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist the City in holding its municipal primary and general elections in 2019.

THEREFORE, BE IT RESOLVED by the City of North Salt Lake City Council that the City is authorized to enter into an agreement with Davis County for election services for the City of North Salt Lake 2019 municipal primary and general elections.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 19th day of March, 2019.

BY THE CITY COUNCIL:

Len Arave, Mayor

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
James Hood	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

ATTEST:

Linda Horrocks, City Recorder

**INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL ELECTION SERVICES**

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as "County," and CITY OF NORTH SALT LAKE, a municipal corporation of the state of Utah, hereinafter referred to as "City." County and City may be referred to collectively as the "Parties" herein or individually as a "Party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2019 upon the following terms and conditions; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement.

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County agrees to provide to City, if needed for the primary election in August 2019, and if needed for the general election in November 2019, the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 1.7. Canvass reports;
 - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. City agrees to do the following:
 - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
 - 2.2. Enter into a polling location Hold Harmless Agreement, if needed;
 - 2.3. Perform Declaration of Candidacy filing;
 - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
 - 2.6. Perform City's legislative body poll worker approval;
 - 2.7. Proof and approve the accuracy of the printed and audio of ballot formats;
 - 2.8. Arrange and conduct election canvass;
 - 2.9. Prepare candidate certificates;
 - 2.10. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
 - 2.11. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. The Parties each agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.
4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment by City to County under this Agreement shall be made within thirty (30) days of City receiving an invoice prepared by County relating to this Agreement. If this Agreement is terminated early by either Party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this Agreement prior to the date that this Agreement is terminated.
5. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").
6. This Agreement shall continue in effect until 30 days after the 2019 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.
7. This Agreement may be terminated by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party after any material breach of this Agreement;
 - 7.3. By either Party, with or without cause, 30 days after the terminating Party mails a written notice to terminate this Agreement to the other Party; or
 - 7.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE

PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

8. The Parties acknowledge, understand, and agree that, for the duration of this Agreement, the Parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
9. City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the negligent acts or omissions of City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.
10. County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of County (collectively, the "County Representatives"), agrees and promises to indemnify, save and hold harmless City, as well as City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the negligent acts or omissions of County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.
11. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., *Utah Code Ann.* (1953) as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act.
12. No separate legal entity is created by this Agreement.
13. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah*

Code Ann. (1953) as amended. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.

14. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
15. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
16. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
17. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
18. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs,

labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

19. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.
20. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
21. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
22. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
23. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, County is expressly authorized by City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

24. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
25. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
26. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.
27. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

Randy B. Elliott, Chair,
Board of Davis County Commissioners
Date: _____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Michael Kendall
Davis County Deputy Attorney

CITY OF NORTH SALT LAKE

Print Name: Len Arave
Title: Mayor
Date: _____

ATTEST:

Print Name: Linda Horrocks
Title: City Recorder

The undersigned and authorized attorney of City of North Salt Lake has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Print Name: David Church
Title: City Attorney

EXHIBIT A

(Election Costs Schedule)

**2019 General
DAVIS COUNTY ELECTION EXPENSES**

<u>Poll Worker Compensation</u>	<u>COST</u>	<u>Notes</u>
Poll Manager (PM)	\$160.00	
Training Course(s)	\$50.00	
Assistant Poll Manager	\$160.00	
Training Course(s)	\$50.00	
Receiving Clerk	\$135.00	
Training Course(s)	\$35.00	
Provisional Clerk	\$135.00	
Training Course(s)	\$35.00	
Ballot Clerk	\$135.00	
Training Course(s)	\$35.00	
Host	\$125.00	
Training Course(s)	\$25.00	
Alternate Poll Workers	\$500.00	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager		
<u>Poll Worker Recruitment and Training</u>		
Poll Worker Recruitment and Processing	\$8.00	
Training Creation and Preparation (Includes equipment and preparation)	\$500.00	Shared with all cities/districts
Poll Worker Handbook and Supplies	\$2.89	Or Actual Printing Cost
Poll Worker Training (per person)	\$20.00	
<u>Equipment</u>		
Express Vote	\$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	\$15.00	
DS200	\$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	\$15.00	
Voting Booth Rental	\$5.00	
Vote Here Signs (4 per location)	\$5.00	
WiFi Connection	\$61.00	
Receiving Clerk Electronic Poll Book	\$75.00	
Provisional Clerk Electronic Poll Book	\$75.00	
Balotar Laptop and Printer	\$75.00	
<u>Consumable Supplies</u>		
Ballot Stock (BOD)	\$0.20	
Polling Location Supplies	\$35.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	\$25.00	Shared equally by all cities/districts
<u>Administrative Services</u>		
Election Programming	\$100.00	
City/District set-up (cities/districts with new recorders/clerks)	\$25.00	
Audio Programming	\$25.00	
Public L&A Demonstration (testing, programming & demonstration)	\$300.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	\$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	\$1,500.00	Shared equally by all cities/districts
Election Night Security	\$150.00	Shared equally by all cities/districts
Rovers Training Class	\$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	\$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	\$250.00	
Canvas Preparation	\$25.00	
Delivery (per location)	\$50.00	
Pickup (per location)	\$50.00	
Drop Box Delivery	\$50.00	
Drop Box Pick up	\$50.00	
Web Support	\$75.00	Shared equally by all cities/districts
Provisional Verification	\$0.80	
Election Administration Support	\$45.00	
Clerk Staff (per-hour for any additional services)	\$25.00	

By-Mail Supplies and Services**Supplies**

By-Mail Outer Envelopes	\$0.06	or actual printing cost
By-Mail Inner Return Envelopes	\$0.095	or actual printing cost
By-Mail Ballots	\$0.28	or actual printing cost
Test Deck Paper Ballots	\$2,898.00	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	\$100.00	Shared equally by all cities/districts

Services

Ballot set-up (per style) By IVS	\$1.00	
Database Setup for Ballots By IVS	\$500.00	Shared equally by all cities/districts
Database Setup for Integrovote (ballot insertion) By IVS	\$500.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By IVS	\$0.29	or actual cost
Signature Verification and Tabulation (each returned) By County	\$0.40	

Postage

Freight to Salt Lake City for Non-Profit Rate Outbound (each)	\$3,375.00	Shared by all cities based upon number of precincts
Shipping Envelopes to County	\$333.95	Shared by all cities based upon number of precincts
Shipping of Test Ballots	\$249.03	Shared by all cities based upon number of precincts
Postage Outbound	\$0.12	Actual Postage
Postage In-Bound	\$0.68	Actual Postage
Returned Undeliverable	\$0.75	Actual Postage+Processing