



# CITY OF NORTH SALT LAKE

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## CITY COUNCIL MEETING

### NOTICE & AGENDA

MAY 18, 2021

Work Session: 6:00 pm – Regular Session 7:00 pm

Posted May 13, 2021

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **MAY 18, 2021** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm in the Council Chambers followed by the regular session at 7:00 pm. Some members may participate electronically. The public can view the meeting electronically via Zoom link on page 2.

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. Discussion of Citywide Broadband Proposal by ECHO Broadband
2. Discussion of Foxboro Wetlands Park Funding Proposal
3. Approval of City Council Minutes – May 4, 2021
4. Action Items
5. Council Reports
6. Adjourn

#### REGULAR SESSION - 7:00 p.m.

1. Introduction by Mayor Len Arave
2. Invocation and Pledge of Allegiance ~ Council Member Lisa Baskin
3. Citizen Comment
4. Consideration of **Resolution 2021-11R**: A resolution approving the proposed amendment to the development agreement (**AGR 2021-14A**) and amending the General Development Plan & Concept Plan for Williamsburg Luxury Apartments at 256 South Hwy 89, Duaine Rasmussen, applicant
5. Consideration of bid award for “Miscellaneous street preservations 2021” project to Holbrook Asphalt in the amount of \$278,500. Project includes segments of Orchard and Eagleridge Drives
6. Mayor’s Report
7. City Attorney Report
8. City Manager Report
9. 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; to discuss the purchase, exchange, sale, or lease of real property; or to discuss deployment of security personnel, devices, or systems. *Utah Code 52-4-205*

The public is invited to attend all City Council meetings. This meeting will be held electronically via Zoom, with joining information below:

Join Zoom Meeting

<https://us02web.zoom.us/j/88358044053?pwd=VDdlbE0xY3JRa1U5aHhTMGdKcmxTUT09>

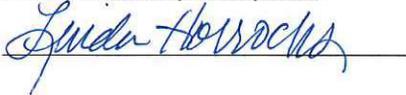
Meeting ID: 883 5804 4053

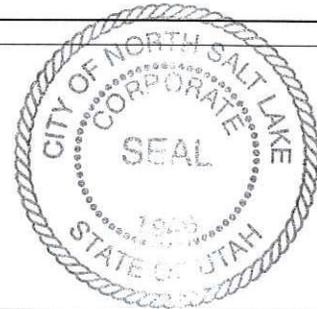
Passcode: 803292

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 13th day of May 2021.

Dated this 13th day of May 2021.







# CITY OF NORTH SALT LAKE

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

Len Arave  
Mayor

Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** May 18, 2021

**SUBJECT:** Work Session

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We again have scheduled two items for the work session. The first is a presentation by Echo Broadband that is a proposal for creating fiber-like internet service Citywide. They have a new technology that they have presented to City staff that involves installation of a few different types of devices that would provide this service in a very short period of time. They are also asking for the City's financial assistance which we have not completely vetted yet. But, I wanted to report back to the Council on broadband service since this is such an important City priority.

The second item will be an update and discussion of a funding method for the Foxboro Wetlands Park. If we don't have enough time in the work session for this item, we can move it to the regular meeting also.

1 CITY OF NORTH SALT LAKE  
2 CITY COUNCIL MEETING-WORK SESSION  
3 MAY 4, 2021  
4

5 **DRAFT**  
6

7 Mayor Arave called the meeting to order at 6:05 p.m.  
8

9 PRESENT: Mayor Len Arave  
10 Council Member Lisa Watts Baskin  
11 Council Member Natalie Gordon  
12 Council Member Brian Horrocks  
13 Council Member Ryan Mumford  
14 Council Member Stan Porter  
15

16 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,  
17 Public Works Director; Jon Rueckert, Assistant Public Works Director; Janice Larsen, Finance  
18 Director; Craig Black, Police Chief; Todd Godfrey, City Attorney; Sherrie Pace, Community  
19 Development Director; Linda Horrocks, City Recorder; Andrea Bradford, Minutes Secretary.  
20

21 OTHERS PRESENT: Dee Lalliss, resident; Benjamin Shelton; Jason Utgaard, Momentum  
22 Recycling.  
23

24 Mayor Arave read an email he had just received from Davis County Health Department that  
25 stated all three of the metrics outlined in HB294 had been met. This meant that all State and local  
26 public health orders would end except two, which included extending the declaration of a  
27 statewide health emergency and an updated school facemask and test to play order.  
28

29 1. PRESENTATION ON GLASS RECYCLING BY MOMENTUM RECYCLING  
30

31 Ken Leetham stated that Momentum Recycling had approached the City with a proposal to  
32 provide glass recycling. He said there had been interest from residents for a glass recycling  
33 program.  
34

35 Jason Utgaard, Momentum Recycling, reported that they provided recycling services for 13 cities  
36 in the valley. He said Momentum was established in 2008 by a local family and originally  
37 provided recycling collection services and then opened the glass recycling facility in 2012.  
38 Momentum currently services 900 commercial customers and 10,000 residential customers for  
39 glass recycling. Mr. Utgaard then explained that after Momentum transported the glass to the  
40 recycling facility that it was processed locally into "cullet" to be used by local industries. Most  
41 of the recycled glass would be made into fiberglass insulation with the brown glass to be used for  
42 abrasives and bottle making. He explained that glass was the one material that could be recycled  
43 endlessly with no loss to the quality or purity of the product.

44 Jason Utgaard spoke on how recycling was good for Utah in that it provided jobs, cut waste and  
45 disposal costs, saved energy, reduced CO2, glass was endlessly recyclable, it stretched tax  
46 dollars by extending landfill life, and conserved raw materials. He said Momentum hired  
47 individuals who faced barriers to employment to help them get into the workforce. He then  
48 expounded on raw materials and said that soda ash, which was one of the components of glass,  
49 had a limited supply so it was important to extend the amount of existing material.

50

51 Jason Utgaard explained that glass recycling was an opt-in service and residents could sign up on  
52 a month-to-month basis for monthly pickup. He said there was a notification system to receive a  
53 phone, text or email reminder for pickup each month. The containers would be fully enclosed 35  
54 gallon containers with wheels. He said glass that would be accepted included all colors of glass  
55 bottles such as drinkware, food and condiment containers, and plate glass. Ceramic, porcelain,  
56 caps/lids, corks, mirrors, and lightbulbs would not be accepted. Mr. Utgaard commented that  
57 there was a one-time activation fee of \$25 and then an \$8 monthly charge. He spoke on the  
58 existing programs in other cities such as Salt Lake City, Park City, and Bountiful. Salt Lake was  
59 one of the first cities to enroll in 2012 and currently had 16.3% of the households participating in  
60 the program. Sandy City enrolled in 2019 and had a 2.61% participation rate with 739  
61 subscribers.

62

63 Jason Utgaard said that the goal for the City was for 50 subscribers in the first month with 100-  
64 165 subscribers overall. He said that all of the programs had been successful, as residents loved  
65 the service. Mr. Utgaard explained that there was approximately 714 tons of glass waste  
66 generated by City residents each year. He said there would be some indirect cost savings for the  
67 City via reduced landfill tipping fees by removing heavy glass from the landfill stream along  
68 with helping to extend the life of the current landfill.

69

70 Mr. Utgaard spoke how to implement a glass recycling program in the City that included  
71 reviewing the proposed amendments to the City's code and contracting Momentum Recycling as  
72 the City's authorized agent for glass recycling. He explained that the current City code  
73 prohibited residents from opting into the curbside service and proposed an amendment that  
74 would authorize Momentum Recycling as an approved agent for glass recycling collection, allow  
75 glass recycling from commercial and residential properties to be collected in the same vehicle,  
76 remove the size specifications for garbage containers or add in thirty-five (35) gallon options,  
77 and allow glass to be delivered to Momentum Recycling.

78

79 Jason Utgaard showed an example of the proposed contract, which included access to data,  
80 cleanup of spilled glass, and assistance for the disabled, etc. He said Momentum had the full  
81 support of Ace Disposal who was the City's current contractor for residential waste and  
82 recycling services.

83

84 Council Member Mumford asked if Momentum was offering commercial recycling services. Mr.  
85 Utgaard replied that they currently offered commercial recycling services to three businesses in  
86 the City.

87  
88 Council Member Mumford asked about a glass drop off location and how that service would  
89 work. Mr. Utgaard responded that this would include either a glass dumpster through Waste  
90 Management or a glass pod which was four large carts that would be serviced by Momentum.

91  
92 Council Member Horrocks commented that he was a commercial customer of Momentum for his  
93 office buildings and said Momentum did a great job. He said historically glass was not a great  
94 thing to recycle. Jason Utgaard replied that glass had very little value outside of a local market.  
95 He said that the collection and processing was done locally and they had a purchase agreement  
96 with Owens Corning to purchase everything that was processed.

97  
98 Mayor Arave asked if this had been discussed with Wasatch Integrated Waste as he felt they  
99 would be supportive of this. Ken Leetham replied that he had spoken with them and they  
100 encouraged the recycling program.

101  
102 Council Member Baskin asked if certain colors of glass were worth more and if it was all melted  
103 together. Jason Utgaard responded that the brown glass was processed separately and used for  
104 bottle making and sand blast. He said they did not do any glass melting at their facility.

105  
106 Council Member Baskin asked what would happen when the soda ash supply was depleted.  
107 Jason Utgaard replied that the bottle making industry did not have a solution except to import  
108 soda ash from overseas, which would cause the cost of bottle making to skyrocket.

109  
110 Council Member Porter asked if residents could share containers. Jason Utgaard replied that they  
111 did have residents who currently shared containers.

112  
113 Council Member Gordon asked if there were any current contracts, which would prevent  
114 Momentum from offering this service to residents. Ken Leetham replied that he could review the  
115 contracts and check with the current service providers, Ace Disposal and Wasatch Integrated  
116 Waste.

117  
118 Council Member Mumford commented that he was in favor of this idea and was also interested  
119 in potentially providing a central drop off location as well. Council Member Gordon said that  
120 while she liked the idea of offering glass recycling to residents that the drop off location in  
121 Bountiful had broken glass on the ground.

122  
123 Jason Utgaard commented that Momentum Recycling offered glass cleanup services as well. He  
124 said there were also ways to prevent broken glass by having smaller holes on the containers and

125 quicker servicing of the containers. He said the pod would cost \$600 and the service would be \$8  
126 to \$10 per cart.

127  
128 Council Members Porter, Gordon and Baskin said they were in favor of allowing Momentum  
129 Recycling to offer glass recycling services to residents.

130

## 131 2. MULTI-YEAR ROAD MAINTENANCE PLAN DISCUSSION

132

133 Ken Leetham reported that this was a very important project that staff had been working on for  
134 several years and included the LTAP report and study as well as a list of assignments from the  
135 recent budget retreat. He said staff had done a visual inventory of every street in the City since  
136 March and then created a comprehensive report that included portions of the LTAP study as well  
137 as recommendations from staff.

138

139 Jon Rueckert discussed street preservation including why streets cracked and showed wear. He  
140 said this was due to water freezing and expanding, pressure from cars, UV light, weakness of  
141 base or subgrade, and instability of asphalt mix. Mr. Rueckert then spoke about the preservation  
142 types including crack seal, chip seal with fog seal, bonded matrix overlay, and HA5 (a high  
143 density mineral bond). He said crack seal was hot poured bituminous material applied to cracks  
144 and extended the service life from two to nine years. He added that this was the least expensive  
145 treatment, was done with City equipment, and was part of each treatment type.

146

147 Mayor Arave asked what temperature was appropriate for crack sealing. Jon Rueckert replied  
148 that it could be done when it was cold outside but they did not like to do the sealing if there was  
149 salt on the roads during the winter months.

150

151 Jon Rueckert talked about chip seal which was low cost, an effective moisture barrier, prevented  
152 deterioration of asphalt aging, provided skid resistance, and used lightweight Utelite chips. He  
153 said this was done along with a fog seal, which helped to prevent loose chips and made the road  
154 surface look like new. Mr. Rueckert said that the High Density Mineral Bond (HA5) was the best  
155 low cost preservation for flat roadways but was not as effective on steep roads. HA5 slowed  
156 oxidation in bitumen asphalt binder to keep the pavement flexible and reduced the amount of  
157 cracking as well as maintaining a high aesthetic appeal. He showed an example of a street that  
158 was treated with HA5 four years ago versus a street with just a premium seal coat which showed  
159 a noticeable difference.

160

161 Mayor Arave asked why there were multiple cracks around manhole covers. Jon Rueckert said  
162 while they tried to seal joints near manhole collars and curbs they did open up over time.

163

164 Jon Rueckert stated that the bonded matrix overlay (BMO) was the best preservation method for  
165 new asphalt on high traffic and steep roadways as it was composed of lightweight aggregate  
166 Utelite chips with an HA5 top coat. He said BMO slowed oxidation in bitumen asphalt binder,

167 increased surface friction, was comparable to a 1 ½ inch thin asphalt overlay, and bridged  
168 raveling and cracks. He then showed a video of water beading off the matrix overlay versus  
169 soaking into untreated asphalt.

170  
171 Mr. Rueckert reported on the 2017 LTAP study provided by Utah State University. He spoke on  
172 some of the issues with the study including: it did not address future water works projects or  
173 recent preservation projects, it was a segmented treatment approach to adjacent roadway  
174 sections, it generalized terms for surface treatment suggestions, and used several surveyors with  
175 differing opinions. He then showed a map of the City with every proposed preservation project.

176  
177 Mr. Rueckert said City staff merged the data from the LTAP study into an excel spreadsheet and  
178 created tables with more specific treatment types. They also included future water projects,  
179 merged timelines for specific treatment types, and evaluated and provided treatment suggestions  
180 for every road segment in the network. He showed a map with all the reconstruction projects  
181 through 2029 with the accompanying budgets, which was approximately \$2.1 million per year.

182  
183 Jon Rueckert addressed the 2021 projects that had already been budgeted for and scheduled. This  
184 included total reconstruction projects as well as several areas to be treated with the bonded  
185 matrix overlay. The proposed projects for 2022 included crack sealing of any roads that were  
186 scheduled for preservation through 2029.

187  
188 Mayor Arave asked if all of the roads that were not in need of reconstruction would be crack  
189 sealed. Jon Rueckert replied that all of the streets that were identified for preservation in the staff  
190 survey would receive a crack seal treatment. He said while City staff normally performed the  
191 crack sealing that to seal all the streets would require an outside company to perform a job of that  
192 size. Staff would prepare an RFP for the 2022 budget year to be sent out this summer.

193  
194 Council Member Mumford said that 57% of the City's roads were slated for reconstruction or  
195 preservation conditions and those that were in excellent condition would not receive a crack seal.  
196 Jon Rueckert replied that even roads in excellent condition would receive a crack seal.

197  
198 Mayor Arave asked if contractors were required to oversee or pay for a chip seal after a year.  
199 Paul Ottoson replied that all new developments were required to do a slurry seal approximately  
200 one year after the project was completed.

201  
202 Council Member Mumford asked about price comparisons for the different road preservation  
203 treatment types. Jon Rueckert replied that a HA5 was the least expensive treatment, then the chip  
204 seal, with the bonded matrix overlay (BMO) as the more expensive treatment option.

205  
206 Jon Rueckert showed a graph with the projected cost for reconstruction and treatment per year  
207 from 2021 through 2029. He said staff would reevaluate the roads each year and adjustments  
208 would be made accordingly.

209  
210 Mayor Arave asked if this study would put the City in a better position with road conditions. Jon  
211 Rueckert replied that this plan should increase the pavement condition index of the roads  
212 including the ride-ability and quality of the roadways.

213  
214 Council Member Horrocks spoke on the high cost to replace the golf course parking lot several  
215 years ago and asked if all the City parking lots were being incorporated into the study. Jon  
216 Rueckert replied that staff would include the parking lots and trails.

217  
218 Council Member Horrocks commented that there were many cracks and gaps in the Legacy Trail  
219 heading south.

220  
221 Council Member Mumford asked if the City owned equipment small enough to crack seal the  
222 trails particularly the Foxboro open space. Jon Rueckert replied affirmatively.

223  
224 3. ADJOURN

225  
226 Mayor Arave adjourned the meeting at 7:02 p.m. to begin the regular session.

227

CITY OF NORTH SALT LAKE  
CITY COUNCIL MEETING-REGULAR SESSION  
MAY 4, 2021

**DRAFT**

Mayor Arave called the meeting to order at 7:02 p.m. Rajan Zed, Hindu cleric offered the invocation remotely, and Ken Leetham led those present in the Pledge of Allegiance.

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

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Todd Godfrey, City Attorney; Sherrie Pace, Community Development Director; Linda Horrocks, City Recorder; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: In person: Dee Lalliss; Via Zoom: Rajan Zed, Gary Tyler, Benjamin Shelton, Rachel Butterfield, Josh Taylor.

Mayor Arave introduced Rajan Zed who was a Hindu cleric and had prayed in many state legislatures as well as city and county meetings throughout the United States. His mission was to promote understanding of Hinduism and emphasized the multicultural religious freedom characteristics of the U.S.

1. CITIZEN COMMENT

There were no citizen comments.

2. CONSIDERATION OF A SITE PLAN APPROVAL FOR WASATCH CONTAINER  
ADDITION AT 645 NORTH 400 WEST, TRAVIS DAVIS, APPLICANT

Sherrie Pace reported that Wasatch Container, located at 645 North 400 West, would be purchasing the property to the west to expand their operations. The four existing buildings on the southern property would be demolished prior to construction of the addition to the existing building on the northern lot. The applicant would provide 90 parking stalls with five ADA compliant spaces and eight bicycle spaces. City code required 108 parking stalls; however, the Planning Commission recommended a reduction based upon the applicant's information that the

270 expansion would include modernized equipment that would require fewer employees. Ms. Pace  
271 said that Wasatch Container currently employed 30 employees and would not have retail or other  
272 visitors to the site.

273  
274 Ms. Pace showed the architectural renderings and said that the applicant had proposed to match  
275 the new building to the existing building, including similar colored brick and stucco with  
276 recessed loading docks. The proposed building addition would meet the architectural design  
277 guidelines and was compliant with City code. The Planning Commission recommended approval  
278 with two conditions including relocating the southernmost driveway a minimum of eight feet  
279 from the property line per City code and to provide the City with a letter of approval or flood  
280 control permit from Davis County Public Works regarding the culvert design.

281  
282 Council Member Horrocks asked about any potential outdoor storage. Sherrie Pace replied that  
283 they did not have any outdoor storage and the City did not have any previous issues with this  
284 property owner.

285  
286 **Council Member Horrocks moved that the City Council approve the site plan for the**  
287 **Wasatch Container Addition located at 645 North 400 West with the following conditions:**

- 288  
289 **1) Relocate the southernmost driveway a minimum of 8 feet from the property line,**  
290 **per NSL Code 10-6-2;**  
291 **2) Provide the City a letter of approval or Flood Control Permit from Davis County**  
292 **Public Works regarding the culvert design.**

293  
294 **Council Member Porter seconded the motion. The motion was approved by Council**  
295 **Members Baskin, Gordon, Horrocks, Mumford and Porter.**

- 296  
297 **3. CONSIDERATION OF BID AWARD FOR THE ORCHARD DRIVE SIDEWALK**  
298 **(WEST SIDE)FROM 3800 SOUTH TO EAGLEWOOD DRIVE**

299  
300 Paul Ottoson reported that the City recently received a grant from the UDOT Transportation  
301 Alternatives Program (TAP) in the amount of \$26,800. This would be used to complete a small  
302 section of sidewalk on the west side of Orchard Drive between 3800 South and Eaglewood  
303 Drive. The sidewalk would be six feet wide and would run right along the curb and gutter. The  
304 City owned the right-of-way but would need to obtain right-to-enter agreements for the adjacent  
305 residents for sprinkler or driveway repairs. He said after speaking with both property owners that  
306 they were willing to work with the City.

307  
308 Staff received six bids with WM Green, Inc. as the low bidder at \$27,279.20. Paul Ottoson said  
309 that WM Green had completed similar projects for the City and done excellent work. The total  
310 budget for the project was \$40,000 with the State share of \$26,800 and the City share of \$13,200.

311 The City's share would be included in the fiscal year 2022 budget with the tentative budget to be  
312 approved later in this meeting.

313  
314 Mayor Arave asked why the sidewalk would be placed right against the curb. Paul Ottoson  
315 replied that this would match with the rest of Orchard Drive in that area. He also explained that  
316 the City would need to purchase right-of-way to install a park strip. Mr. Ottoson said that many  
317 times obtaining the right-of-way could double the cost of the project.

318  
319 **Council Member Porter moved that the City Council award the Orchard Drive sidewalk**  
320 **(3800 South to Eaglewood Drive) project to WM Green, Inc. for the price of \$27,279.20.**  
321 **Council Member Baskin seconded the motion. The motion was approved by Council**  
322 **Members Baskin, Gordon, Horrocks, Mumford and Porter.**

323  
324 4. CONSIDERATION OF RESOLUTION 2021-13R: A RESOLUTION ADOPTING THE  
325 FISCAL YEAR 2021-2022 TENTATIVE BUDGET AND SETTING A PUBLIC  
326 HEARING DATE

327  
328 Ken Leetham reported that this resolution would adopt a document that would be on public  
329 display between now and when the budget was adopted as the final budget. A public hearing  
330 would also be required and the date for that hearing was proposed for June 1<sup>st</sup>. He said this  
331 tentative budget would include the proposals made by staff to the City Council and totaled  
332 \$31,644,600.

333  
334 Mr. Leetham highlighted some areas of the budget including a cost of living adjustment at 1.5%  
335 based on data from Zions Bank, Utah Retirement Systems, and the Federal Bureau of Labor and  
336 Statistics. It would also include a 6% health insurance increase as well as one-time fire  
337 department City assessment due to a countywide paramedic system along with a station alert  
338 system update and dispatch services at \$78,000. He explained that the County Commission  
339 would remove the paramedic tax this year and would pay for the cost to provide paramedic  
340 services for the next 18-month transition period. This would correct the property tax inequity for  
341 the City and save the district \$400,000 each year.

342  
343 Ken Leetham said the budget would also include an investment in roads with a proposal to  
344 increase efforts in crack sealing in preparation for road preservation activities. Staff also revised  
345 the solid waste rate increase since the budget retreat per a thorough analysis. It was determined  
346 that a \$.94 increase per garbage can was necessary. He then spoke on the fleet fund proposal to  
347 purchase new vehicles including four vehicles in the Public Works Department, one replacement  
348 vehicle for Storm Drain, one vehicle for Water, as well as three Police Department replacement  
349 vehicles and one new police vehicle for a proposed new patrol position.

350  
351 Mayor Arave asked if the City would still be positive in the General Fund next year. Ken  
352 Leetham replied affirmatively.

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Mayor Arave asked if the budget included the \$2.3 million CARES funding. Janice Larsen replied that it included funds from the current year but not any projections for 2022. Ken Leetham clarified that it did not include the \$2.3 million proposed funding and if the City did receive those funds it would be distributed in two tranches.

Mayor Arave asked about the sales and use tax with a projected increase. He said the League of Cities and Town forecasted that there would actually be a decrease for the City.

**Council Member Porter moved that the City Council approve Resolution 2021-13R a resolution adopting the tentative budget for the fiscal year 2022 and setting a public hearing date. Council Member Horrocks seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

5. APPROVAL OF POLLING LOCATIONS AND VOTE CENTERS FOR THE 2021 MUNICIPAL ELECTION

Linda Horrocks reported that State code required that each election officer shall designate polling places for each voting precinct with approval of the local district governing board. The proposed polling location in North Salt Lake was City Hall as had been approved in prior years. In addition, designating the polling places in other Davis County cities as Vote Centers enabled City residents to vote at any of those locations on election days. She stated that this approval was needed by May 12<sup>th</sup>.

Council Member Baskin asked how many in-person polling locations were available. Linda Horrocks replied that there would be 16 or 17 locations available in Davis County on Election Day only.

**Council Member Gordon moved to approve the polling locations as outlined for the 2021 municipal elections. Council Member Mumford seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

6. CONSIDERATION OF RESOLUTION 2021-14R DECLARATION OF POLICE DEPARTMENT SURPLUS PROPERTY

Chief Black reported that the Police Department would be transitioning away from .40 caliber handguns to 9mm handguns. Some of the advantages included the cost of ammunition and the size of the 9mm gun would be more accommodating for those with smaller hands. There was also a new sight technology that allowed handguns to have fixed red dot hologram sights mounted to the guns. He explained that many of the new officers had been trained with this sight system. Chief Black also said that the current weapons were 12-15 years old and currently there was an excellent trade value for used handguns of \$230 toward the purchase of a new gun. He

395 said over the next twelve months the department would like to surplus the current .40 Glock  
396 handguns and purchase 9mm handguns. The new handguns would be approximately \$434 each  
397 plus the \$500 sight system minus the trade-in price for a total of \$901 per gun.

398  
399 Mayor Arave asked about shotguns. Chief Black replied that the officers no longer used shotguns  
400 and some had been converted to be used as “less-lethal” weapons. He said most of the officers  
401 now had Colt AR15 rifles in their vehicles.

402  
403 Council Member Mumford spoke on the difficulty of finding ammunition for 9mm guns. He also  
404 asked about other equipment such as Tasers. Chief Black responded that the City was next in line  
405 for the State ammunition order. He said that most of the Tasers had been replaced within the last  
406 year.

407  
408 Chief Black said it was almost to the point where the radios would need to be replaced again.  
409 The handheld radios were around eight years old and the car radios would be phased out in the  
410 next four to five years.

411  
412 **Council Member Horrocks moved that the City Council approve Resolution 2021-14R**  
413 **declaring the items found in Exhibit A as surplus, including 12 gauge shotguns and Glock**  
414 **22 .40 caliber handguns as the department transitions to the 9mm handguns. Council**  
415 **Member Porter seconded the motion. The motion was approved by Council Members**  
416 **Baskin, Gordon, Horrocks, Mumford and Porter.**

417  
418 7. APPROVAL OF CITY COUNCIL MINUTES

419  
420 The City Council minutes of April 6, 2021 were reviewed and approved.

421  
422 **Council Member Mumford moved to approve the April 6, 2021 work session and regular**  
423 **session City Council minutes as amended. Council Member Horrocks seconded the motion.**  
424 **The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and**  
425 **Porter.**

426  
427 8. ACTION ITEMS

428  
429 The action items list was reviewed. Completed items were removed from the list.

430  
431 Council Member Gordon asked staff to meet with school district staff or elected board members  
432 to discuss safe walking paths.

433  
434 9. COUNCIL REPORTS

435

436 Council Member Gordon reported on the process for interviewing and appointing new leadership  
437 for the Youth City Council. She said that as there were no seniors in leadership this year that she  
438 would recommend not awarding scholarships this year.

439 Council Member Mumford reported that the Kite Festival would be held the following Saturday  
440 at Tunnel Springs Park.

441  
442 Council Member Horrocks reported that he received a letter from Salt Lake City for his  
443 commercial businesses informing him that storm water rates would be increasing 10%,  
444 residential water rates would increase 8%, and waste water rates would be increasing 18%, and  
445 then added that rates in North Salt Lake are pretty good. He also asked why the second Saturday  
446 garbage pickup started in May as residents are doing yard clean-up earlier and proposed that it be  
447 start in April next year.

448  
449 Council Member Baskin thanked those who participated in the Arbor Day event. She then stated  
450 that as the mask mandate had passed that the senior citizens may want to resume the Senior  
451 Lunch Bunch.

452  
453 Dee Lalliss commented that the prior chair of the Lunch Bunch wanted to retire so several  
454 members were looking to find a replacement. He said many of the seniors felt that the first of  
455 September would be a good time to reconvene.

456  
457 Council Member Porter asked about the NSL Master Chorus. Council Member Mumford replied  
458 that some of the members had been asking to start meeting soon.

459  
460 10. MAYOR'S REPORT

461  
462 Mayor Arave reported that staff met with UDOT and UTA regarding the bus rapid transit (BRT).  
463 He said it was problematic as there was not enough right-of-way available for their proposal.

464  
465 Ken Leetham commented that staff asked UDOT/UTA to review the section of the project that  
466 would run through the City. He said it was concerning that the dedicated BRT lane segment  
467 through Highway 89 definitely created a right-of-way challenge that was unacceptable to the  
468 City.

469  
470 11. CITY ATTORNEY'S REPORT

471  
472 Todd Godfrey had nothing to report.

473  
474 12. CITY MANAGER'S REPORT

475  
476 Ken Leetham reported on an upcoming road project reconstructing a portion of Eagleridge Drive.  
477 He showed a map of the project including the road closure area and said the phase 1 closure

478 would be during the weekend starting May 15<sup>th</sup>. Eagleridge Drive would then be closed in phase  
479 2. Signage and public notice plans were in progress.

480

481 Ken Leetham reported that the Davis County Health Department asked if the City could  
482 accommodate a mobile vaccine clinic, and staff invited them to the Kite Festival, Liberty Fest,  
483 and the Monday food truck nights at Legacy Park.

484

485 Council Member Gordon asked which vaccine they would be distributing. She also asked if staff  
486 could advertise when the mobile clinic would be at the food truck nights.

487

488 Mayor Arave asked why the City was only at 88% on property taxes. Janice Larsen replied that  
489 this was expected and the City would receive the personal property taxes in June. She said that  
490 the City should expect to be very close to what was budgeted.

491

492 13. ADJOURN

493

494 Mayor Arave adjourned the meeting at 7:56 p.m.

495

496 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday May*  
497 *18, 2021 by unanimous vote of all members present.*

498

499

500

501 

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*Linda Horrocks, City Recorder*

### Action Items for May 18, 2021

Item	Staff	Description
<u>New</u>		
1	Sherrie, Ken	Staff to review current service contracts (ordinances) to ensure that glass recycling services could be implemented in the City. Staff to also review Momentum Glass Recycling contract and proposed amendments. Also, look at a central drop off location for glass recycling that would be available for resident use. <i>This assignment is in progress and will come back to the City Council when its ready.</i>
3	David	Staff to include the treatment of city parking lots and trails into the multi-year road maintenance plan. <i>The multi-year plan will be amended to include these facilities.</i>
4	David, Paul	Staff to determine who would be in charge of fixing the large holes in the southbound section of the Legacy Trail (who is responsible for the maintenance of that section of the trail). <i>City Staff will make certain that all areas within NSL will be maintained and has already notified Salt Lake City of the damage in their section of the trail.</i>
5	Janice, Ken	Staff to review the League of Cities and Towns forecast related to sales and use tax.
6	Craig, Paul Ken	Staff to meet with school district staff or elected board members to discuss items like safe school walking routes including crosswalks particularly for new developments on Highway 89 to Orchard Elementary. <i>Staff communicates regularly with the school districts and attends annual meeting each year, usually in January. It was misreported in the meeting that the District has not met with City Staff when in fact we are meeting regularly in annual meetings.</i>
7	David	CM Horrocks suggested that the second Saturday garbage pickup begin in April in 2022 rather than May, as most people are starting yard cleanup in April. <i>City Staff will discuss this with ACE and add this additional pickup to our schedule.</i>
<u>Current</u>		
1	Ken	Use of TIF/CDA funds for snow removal on new sidewalk install on Redwood Road. <i>This will be noted in the upcoming plan for the Redwood Road CDA.</i>
2	Ken	Staff to look at current agreements related to the commercial use of the tennis courts and signage or other measures to limit monopolizing the courts.
3	Ken	Mayor Arave spoke on Uniting Neighbors, emergency preparedness, Communities Who Care, and health. He suggested appointing residents to a board that would encompass these aspects (as well as poverty, mental and physical health, financial needs). <i>Working on a plan for a wellness and health committee to present to the City Council.</i>
4	David, Paul	Check on need for re-treatment of concrete reservoir exterior at Deer Hollow Park. Also, check for cracking. <i>Staff is reviewing.</i>
5	Ken	Staff to look into the possibility of hiring a history intern to help compile the City's history.
6	Mayor, Ken, Sherrie	Mayor and Staff – review and present locations in the City for a new South Davis Rec District facility.
7	Ken, Sherrie	Assignment to amend the Park and Recreation Element of the City's General Plan so that it includes Hatch Park, Tunnel Springs Expansion and Capital Projects and repairs. <i>An RFP is being prepared to complete the amendment.</i>
8	Paul	In conjunction with the re-routing of storm water near the 14 <sup>th</sup> hole on the golf course, Staff to research using the water in a water feature at the Eaglewood Sign in that same area. CM Horrocks mentioned that there is probably additional water in the storm drain coming down lower Foxhill, as it often floods the street onto Eaglewood. <i>Staff is evaluating several potential options for fixing this storm drain and including potential water features</i>

		<i>as a part of the design of the repair. Will report to CC when staff report is more complete. Paul met with contractor – going to get a design. (will need a budget adjustment)</i>
9	David, Linda	Reschedule service projects -- including Purge the Spurge at Wild Rose Trail (with YCC and residents help). <i>Staff will evaluate projects depending on COVID-19 restrictions.</i>
10	Ken, David, Sherrie	Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. <i>Staff is working on a follow-up report to the City Council.</i>
11	Tyler, Julie McLachlan	Look at the possibility of expanding a recreation program up at the golf course. Clinics, lessons, paid classes/workshops, etc. <i>The golf course is sponsoring its own recreation programs for kids separately from the City's summer rec program.</i>
12	Ken	Staff would prepare a proposal related to small insurance claims and a fund to pay for these types of items in-house rather than submitting them through insurance.
13	Linda Ken	CM Porter asked for recognition/formalization of the City's History Committee on a future agenda. <i>Staff reviewing history committees of other cities and will draft resolution.</i>



# CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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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 Pace, Community Development Director  
**DATE:** May 18, 2021  
**SUBJECT:** Consideration of a General Development Plan amendment for Williamsburg Luxury Apartments located at approximately 256 South Highway 89

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### **RECOMMENDATION**

The Planning Commission recommends to the City Council approval of the General Development Plan for Williamsburg Luxury Apartments subject to the following conditions:

1. The sidewalk and park strip on Highway 89 be continued to the future intersection at Eagle Gate Drive;
2. A full site plan which meets the layout and setbacks as presented is submitted for approval;
3. The development agreement be amended and approved by the City Council to increase the total unit count to 246, a minimum parking ratio of 1.8 spaces per unit and a requirement that 1 parking space per unit be provided for each unit, which space may not be unbundled and rented separately.

### **BACKGROUND**

The City Council approved the General Development Plan for Williamsburg Luxury Apartments on October 2, 2018. The plan was amended in January of 2019 with a change of architecture. Since that time Castlewood Development has entered into a purchase agreement with the current owners for the project. The new owners (Castlewood Dev.) were responsible for the demolition and removal of the dilapidated structures that were on the property, as part of their purchase agreement.

The General Development Plan was approved for a total of 214 units in 4 buildings (4 story) with one building being mixed use and containing 10,444 sq. ft. of retail. The developer would like to amend the plan with 3 apartment buildings, one 5 story and two 4 story buildings each with an additional pedestal level of parking. The commercial/retail use would no longer be within a mixed use building and instead is proposed to be a stand-alone structure.

The Planning Commission reviewed the application on March 23, 2021 and made a favorable recommendation to the City Council. The City Council tabled action on April 6, 2021 and requested the applicant complete a parking study for the project.

**UPDATE**

Since the City Council tabled action on April 6, the developer hired Hales Engineering to conduct a parking study for the project and the surrounding areas and similar projects. The study analyzed the city standard parking requirements, the Institute of Transportation Engineers (ITE) *Parking Generation*, 5<sup>th</sup> Edition, 2019, and the actual demand for parking in North Salt Lake and South Davis County. Based upon the data provided in the report and with additional data provided by staff, the following table summarizes the parking demand. The parking counts were conducted after midnight. The parking study showed a demand for parking at Williamsburg to be 1.89 vehicles per unit. It is to be noted that on 2 of the projects counted, where garages are part of the total parking counts, the data assumes that every garage has a single vehicle parked within. Data could not be obtained to determine how many garages were currently occupied by a tenant and had a vehicle parked there, nor how many garages were vacant. Thus it is likely the parking demand for Eaglewood Lofts is actually lower than the demand demonstrated. No trends could be identified related to the mix of 1, 2, & 3 bedroom units. The study recommends the 33 spaces dedicated for commercial use be signed as commercial use only during the daytime hours, but may be utilized by guests after hours.

	1bed	2bed	3bed	Total Units	Occupied Units	Total Spaces Provided	Occupied spaces	Un-Occupied Spaces	Parking Provided Ratio	Parking Demand Ratio
Eaglewood Lofts*	173 42%	180 44%	57 14%	410	390	932	835*	97	2.27	2.14
Hampton Place	66 31%	120 57%	24 11%	210	208	472	314	158	2.25	1.51
Pointe at Northridge	0%	183 100%	0%	183	178	554	450	104	3.03	2.53
Ridgeview (102) & Quail Hollow Apartments (22)	24 19%	44 35%	34 27%	124	120	282	239	43	2.27	1.99
Hills at Renaissance, Woods Cross+	32 30%	46 43%	28 26%	106	106	149	127*	22	1.41	1.20
Legacy Crossing, Centerville	116 56%	90 44%	0%	206	197	235	218	17	1.14	1.11
Park at Legacy Trails, Centerville	56 35%	80 49%	26 16%	162	161	315	288	27	1.94	1.79
Village Station (Bldg. 1,2,3)	118 52%	94 42%	14 6%	226		384			1.70	
Williamsburg	119 48%	109 45%	18 7%	246		465			1.89	

\*Assumes every garage has 1 vehicle parked inside

*There was a discrepancy between the counts for Ridgeview, as Hales Engineering counted the Quail Hollow parking as part of Ridgeview, thus they have been added together and the total available.*

The site plan for Williamsburg Luxury Apartments has been amended to include an additional 20 parking spaces for a total of 465 spaces and a parking ratio of 1.89 spaces per unit. The additional parking was achieved by removing the garages along the west parking lot in favor of carports, as well as eliminating parking islands (+16) and adding parking diamonds with trees (+4). The proposed tree diamonds would be an exception to the parking lot island standard. City code requires a tree island (18x9 feet) every 20 spaces. The applicant is requesting a tree diamond every 10 spaces. This will provide better coverage of the parking areas with shade than the traditional standard and the DRC supports the request.

The following language has been added to the development agreement related to the future relationship of the city and the project management in the event issues arise:

- a. *Parking. Within the boundary of the Project parking shall be provided as shown on the following table. Additionally the commercial parking (33 spaces) shall be signed for the use of the commercial spaces during business hours. The commercial parking shall be available after business hours for the use of the residential tenants and guests. The property management company shall provide for parking enforcement on the property. The management company will meet yearly, as requested by city staff with adequate notice, to discuss any tenant management related issues. Examples of such issues are parking, security, lighting, noise disturbances, guest parking, large gatherings or events at the clubhouse, but are not intended to be all inclusive. The purpose of the meetings is to identify solutions to issues that may arise from time to time resulting in a disproportionate police or city staff response to the property. Such solutions shall be mutually agreed upon by the management company and the city staff to and shall be implemented by the management team. Examples of solutions may result in the request that gatherings over the capacity of private security to address, be required to contract with the city for the use off-duty police to provide necessary security.*

## **REVIEW**

Castlewood Development is requesting the following changes to plan and the development agreement:

1. Increase the number of dwelling units from 214 to 246 an increase of 32 units
2. Un-mix the residential and commercial land uses
3. Increase the maximum height for Building A (5 story + pedestal)
4. Reduce the front setback for Building B from 27 feet from new curb to 25 feet
5. Reduction in parking ratio from 1.94 (477)spaces per unit to 1.89 spaces per unit (465)

The developer has requested an increase in unit count from 214 to 246. The approved density on the 5.91 acre parcel is 36.2 units/acre. The requested density 41.6 units/acre. The biggest concern raised by the increase of units is parking. The DRC requesting that each unit be assigned 1 covered space and that this parking is not unbundled from the tenant leases (rented separately from the unit rent). Unbundling all parking creates the situation similar to Eaglewood Lofts where residents don't want to pay extra to have an assigned space, and instead choose to park on Orchard Drive. The Planning Commission discussed the increased density and decreased parking ratio and believe that there would little additional impact, given the development is located adjacent to existing bus routes and is the station location for a future Bus Rapid Transit (BRT) station.

The previous approval set the parking rate at 1.5 spaces per 1 bedroom unit and 2 spaces per 2-3 bedroom unit. The developer is proposing that the 1.5 spaces per unit be applied to all 246 proposed units. With reconfiguration of the layout, the proposal provides 465 spaces total. This amounts to 370 residential spaces, 62 guest spaces, and 33 commercial spaces (per the parking study). Each units is required to have one cover parking space (under the building or carport) assigned to it (cannot be unbundled). The 33 commercial spaces provided will be signed and available for residential use after business hours.

2018 Approval				2018 Ratio Applied to Unit Increase Proposal				2021 Requested Amendment				
Units	2018	Parking Ratio		Units	2021	Parking Ratio		Units	2021	Parking Ratio		
1 bdrm	81	1.5	122	1 bdrm	119	1.5	179	1 bdrm	119	1.5	179	
2 bdrm	110	2	220	2 bdrm	109	2	218	2 bdrm	109	1.5	164	
3 bdrm	23	2	46	3 bdrm	18	2	36	3 bdrm	18	1.5	27	
Guest	214	0.25	54	Guest	246	0.25	62	Guest	246	0.25	62	
			441	Subtotal			495	Subtotal Residential			432	
<b>Retail</b>				<b>Retail</b>				<b>Retail</b>				Rest /Off
Street Level	10,444	1/200 (0.65)	34	Street Level	4,700	1/200 (0.65)	15	Street Level	4,700	1/200 (0.65)	16	31
	0			2nd Level	4700	1/200 (0.65)	15	2nd Level	4700	1/250 (0.65)	17	12
Shared Parking			-34	Shared Parking			-30	Subtotal Commercial			33	43
<b>Total Parking</b>	<b>Requirement</b>		<b>441</b>	<b>Total Parking</b>	<b>Requirement</b>		<b>495</b>	<b>Total Parking</b>	<b>Requirement</b>		<b>465</b>	<b>475</b>
		Total Provided	415			Total Provided	465			Total Provided	465	465
		Deficit	26			Deficit	30			Deficit	0	
Overall Ratio			1.94	Overall Ratio			1.82	Overall Ratio			1.89	

Previously the development agreement required a fence along the front property line. The DRC has discussed recommending a change that would eliminate the fence along the front property line and instead would extend the public sidewalk and park strip to the intersection with Eaglegate Dr. City staff and the developer will approach UDOT again regarding the second access and hope to have this resolved prior to final civil site plan approval. A condition of approval will require the submission of a full site plan review including all infrastructure improvements. The Planning Commission agreed with the completion of the required park strip and sidewalk.

The proposed architecture is similar in design and colors as the previous design. The DRC has no objection to the proposed architecture. The DRC recommended that Building B have a more prominent pedestrian entry near the new bus shelter. The remainder of the site is similar in layout and use as the

previous approval. The elevations for the commercial building show signage for Chile Amor, to that end the developer is working with the owners of the restaurant regarding relocating, but have not yet reached an agreement.

### **POSSIBLE MOTION**

I move that the City Council approve **Resolution 2021-11R** approving the amendment to the development agreement (**AGR2021-14A**) and amending General Development Plan for Williamsburg Luxury Apartments subject to the following conditions:

1. The sidewalk and park strip on Highway 89 be continued to the future intersection at Eagle Gate Drive;
2. A full site plan which meets the layout and setbacks as presented is submitted for approval;
3. The development agreement is amended and approved to increase the total unit count to 246, a minimum overall parking ratio of 1.89 spaces per unit and a requirement that 1 covered parking space per unit be assigned to each unit, which space may not be unbundled and rented separately.

### Attachments

- 1) Aerial/Zoning Map
- 2) Revised Concept
- 3) Elevations
- 4) Resolution 2021-11R
- 5) Draft Amended Development Agreement (AGR2021-14A)
- 6) Parking Study-Hales Engineering

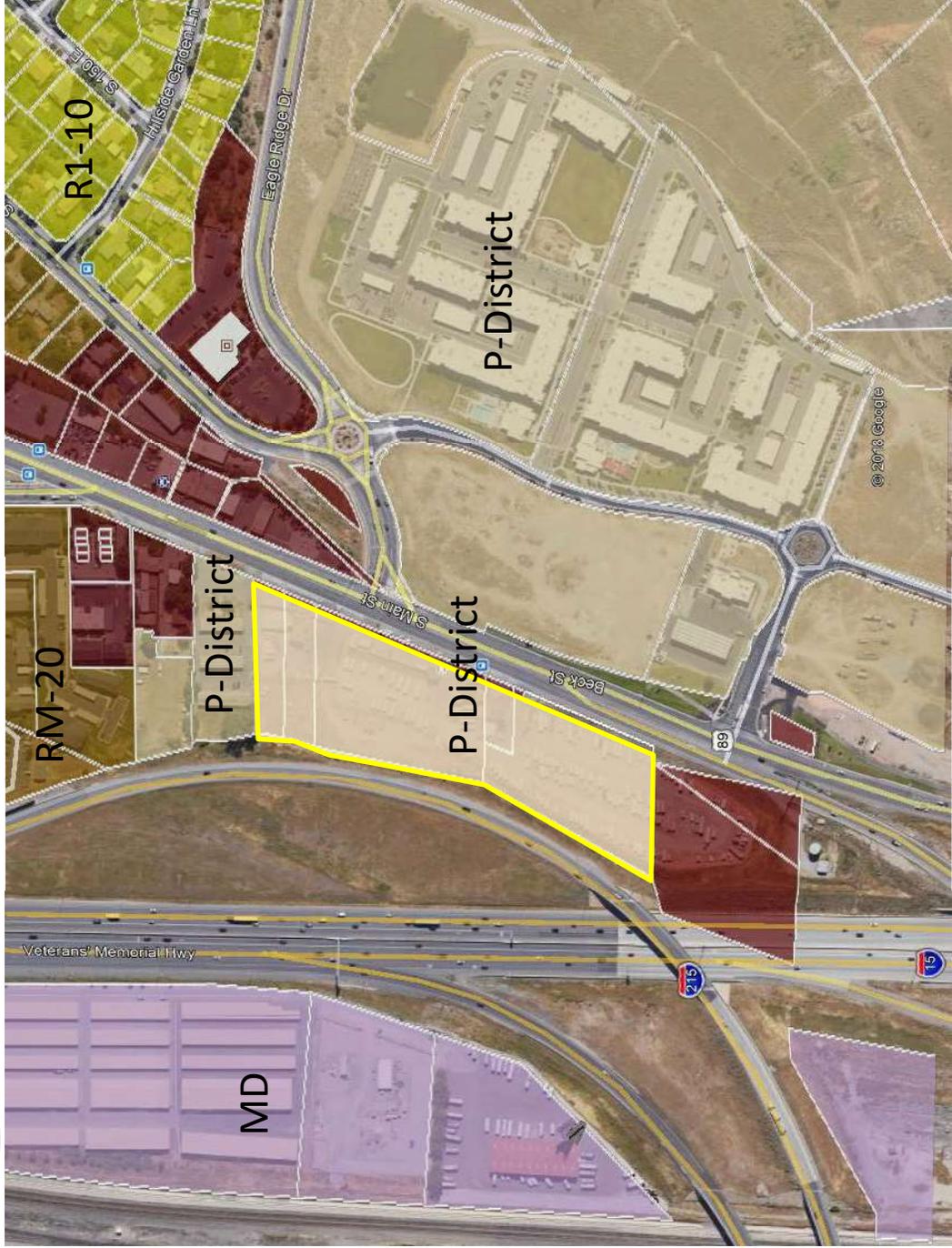


Amended General Development Plan  
Williamsburg Luxury Apartments— 256 South Highway 89  
Aerial





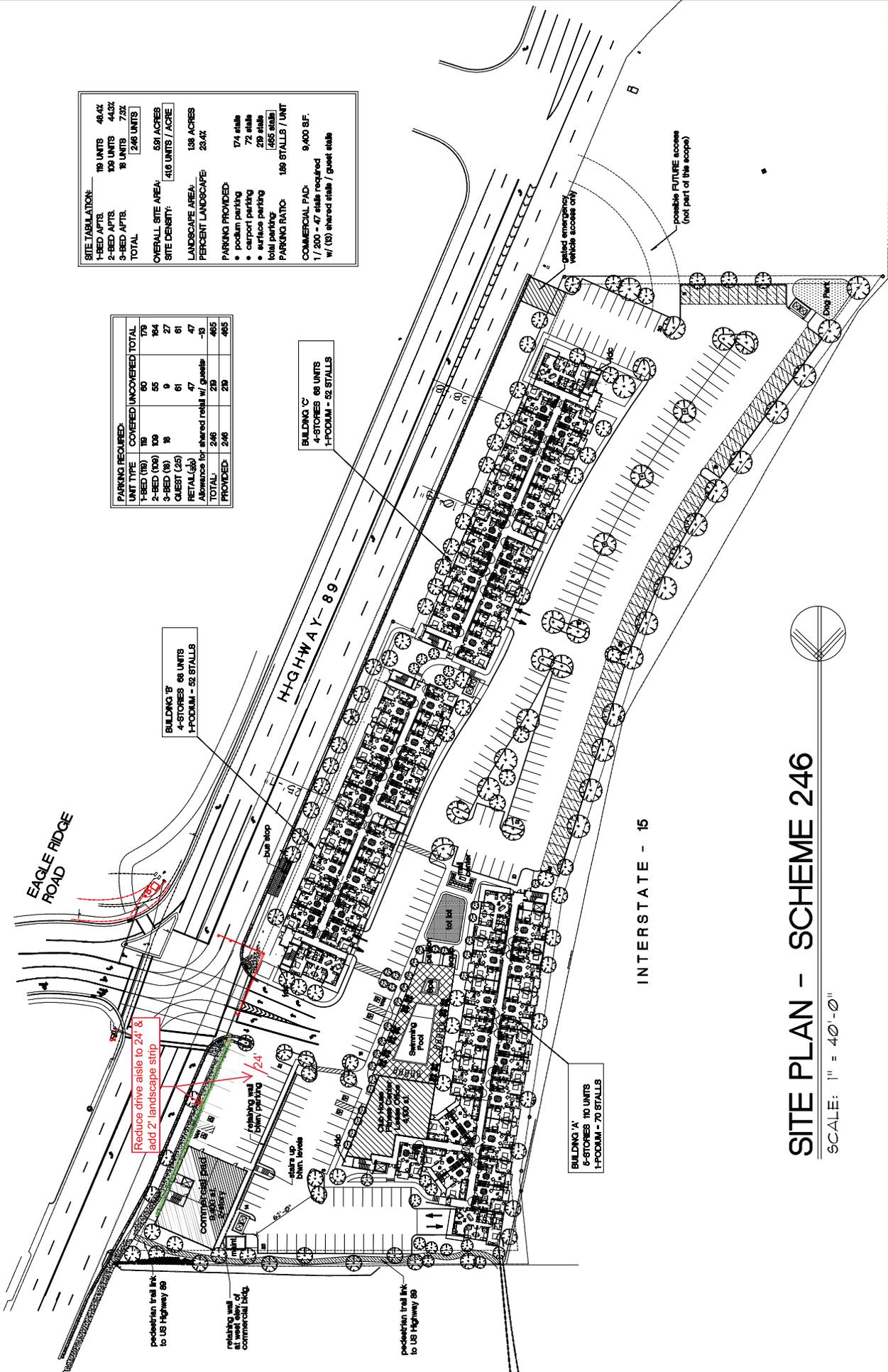
Amended General Development Plan  
 Williamsburg Luxury Apartments– 256 South Highway 89  
 Zoning



- Special Use Restricted (SR)
- Residential (RM-7)
- Residential (RM-20)
- Residential (R1-7)
- Residential (R1-12)
- Residential (R1-10)
- Natural Open Space (NOS)
- General Industrial (MG)
- Manufacturing-Distribution (MD)
- Existing Uses Overlay (EUD)
- Commercial Shopping (CS)
- Highway Commercial (CH)
- General Commercial (CG)
- Planned District (P)

SITE TABULATION:	
1-BED APTS	10 UNITS
2-BED APTS	130 UNITS
3-BED APTS	8 UNITS
TOTAL	148 UNITS
OVERALL SITE AREA:	591 ACRES
SITE DENSITY:	4.0 UNITS / ACRE
LANDSCAPE AREA:	138 ACRES
PERCENT LANDSCAPE:	23.4%
PARKING PROVIDED:	
• podium parking	74 stalls
• carport parking	72 stalls
• surface parking	29 stalls
• total parking	175 stalls
PARKING RATIO:	1.88 STALLS / UNIT
COMMERCIAL PAD:	
1 / 200 - 47 stalls required	9,400 SF.
1 / (15) shared stalls / guest stalls	

PARKING REQUIRED:	UNIT TYPE	COVERED	UNCOVERED	TOTAL
1-BED (10)	10	60	70	70
2-BED (100)	100	55	164	164
3-BED (8)	8	9	27	27
QUEST (25)	61	61	61	61
RETAIL (4)	47	47	47	47
amenities for shared retail w/ guests	-18			-18
TOTAL	246	246	465	465
PROVIDED:	246	246	465	465



BUILDING 'B'  
 4-STORIES 68 UNITS  
 1-FOODM - 32 STALLS

BUILDING 'C'  
 4-STORIES 68 UNITS  
 1-FOODM - 32 STALLS

BUILDING 'A'  
 5-STORIES 10 UNITS  
 1-FOODM - 70 STALLS

Reduce drive aisle to 24' &  
 add 2' landscape strip

INTERSTATE - 15

# SITE PLAN - SCHEME 246

SCALE: 1" = 40'-0"





EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION

**BUILDING A**



EAST ELEVATION



SOUTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



- ASPHALT SHINGLE
- CEMENT BOARD FLAT PANEL SIDING WITH BATTENS - PAINTED
- DARK BRONZE PARAPET CAP
- LIGHT STUCCO
- MEDIUM STUCCO
- WROUGHT IRON RAILING - DARK BRONZE
- ALUMINUM STOREFRONT WINDOW - DARK BRONZE
- BRICK VENEER
- BRONZE VINYL WINDOWS
- METAL FACIA AND SOFFIT BALCONY

**MATERIALS**



SOUTH ELEVATION

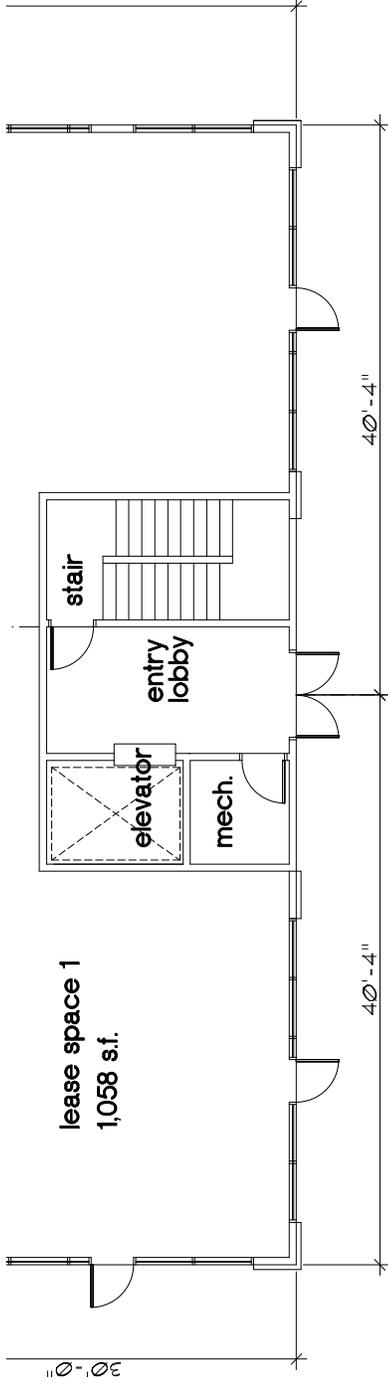


WEST ELEVATION

SOUTH ELEVATION

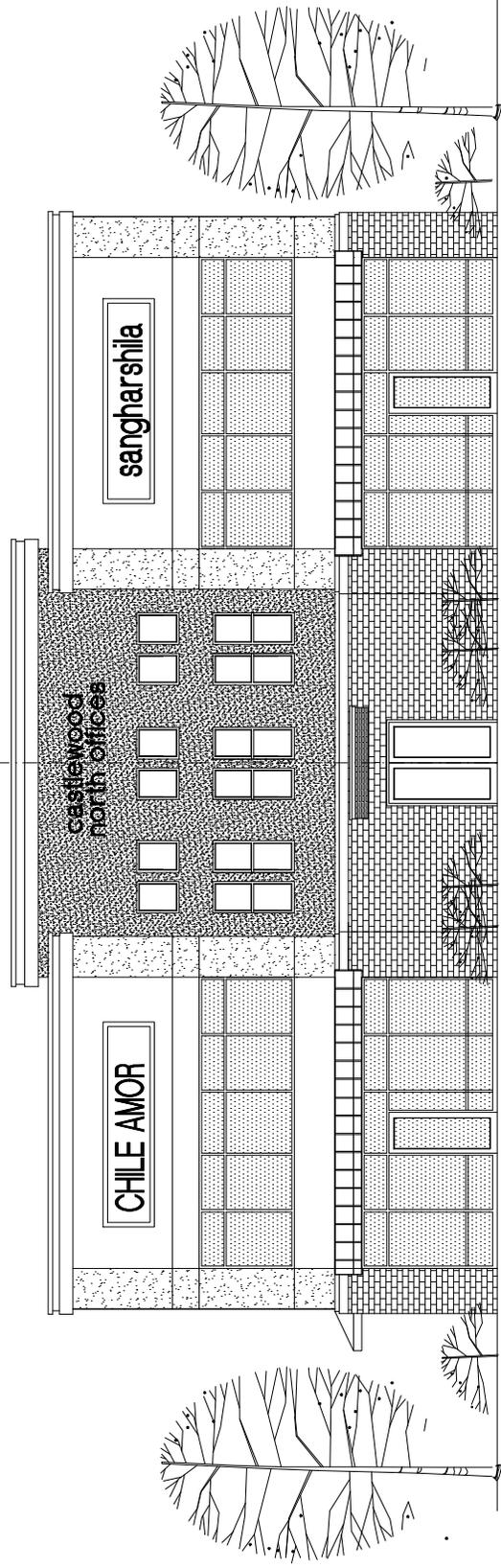


NORTH ELEVATION



## commercial bldg - main floor

SCALE: 1/8" = 1'-0"



## commercial bldg - east elevation

SCALE: 1/8" = 1'-0"

2021-14A

**DEVELOPMENT AGREEMENT**  
**WILLIAMSBURG LUXURY APARTMENTS**  
**AT NORTH SALT LAKE**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between THE CITY OF NORTH SALT LAKE, a Utah municipal corporation (the “City”), and Castlewood Development Inc., a Utah corporation (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 of a mixed use Project with two hundred fourteen (~~214~~246) apartment units and ~~mixed~~ commercial space as follows:

- a. Building A: a five (5) story ~~pedestal apartment~~~~mixed-use~~ building ~~containing one hundred and ten (110) residential apartments and seventy (70) with 10,444 sq. ft. of retail, thirty (30) residential apartments and twenty five (25) parking garage spaces at basement level;~~ containing one hundred and ten (110) residential apartments and seventy (70) with 10,444 sq. ft. of retail, thirty (30) residential apartments and twenty five (25) parking garage spaces at basement level;
- b. Building B: a ~~four~~five (45) story ~~pedestal~~ apartment building containing sixty-~~eight~~four (6468) residential apartments and fifty-~~two (5052)~~ parking garage spaces at basement level;
- c. Building C: a ~~four~~five (45) story ~~pedestal~~ apartment building containing sixty-~~eight~~four (6468) residential apartments and fifty-~~two (5052)~~ parking garage spaces at basement level;
- d. Building D: a ~~two five (25)~~ story ~~mixed-use-commercial/retail/office apartment~~ building containing approximately nine thousand four hundred gross square feet (9,400) fifty six (56) residential apartments and forty five (45) parking garage spaces at basement level; and
- e. Covered parking: one covered parking space shall be provide for each unit and shall be provided as a requirement for each units lease. Covered parking may not be unbundled from the rental units basic lease agreement. Covered parking may be provided within the basement level of buildings A, B, & C and within detached garages as shown on the General Development Plan. The developer shall have the option to use carports in lieu of garages, provide the carports are constructed of high quality materials with similar or complementary design and colors.

- ~~d.f. Clubhouse: a two (2) single story clubhouse building containing containing approximately four five thousand seven one hundred eighty square feet (5,7804,100); and~~
- g. The following residential & community amenities shall be provided as generally depicted on the Amended General Development Plan:
  - i. Community clubhouse, pool, and recreational facilities which may include indoor and outdoor facilities.
  - ii. Outdoor gathering spaces along trails, sidewalks, patios, or courtyard areas.
  - iii. Tot lot/Playground.
  - iv. Dog exercise area, fenced.
  - v. City Trail Connection from Highway 89 to the planned trail along the Interstate.
- ~~e. Recreational amenities as detailed on the Final Site Plan, including a community club house, pool, and outdoor recreation areas.~~

(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 Williamsburg Luxury Apartments and is generally located at 256 South Highway 89 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 \_\_\_\_\_, 2021, the Plan consists of two hundred ~~fourteen- forty-six (214246)~~ residential units and approximately 9,400 sq. ft. of commercial use 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 substantively deviate from the General Development Plan without prior approval by the City. 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").

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 Site Plan & Landscape Plan.

b. 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 described in attached **Exhibit "D"** and are hereby approved by the City for use in the Project and are entitled P District Land Use Standards.

c. 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 Williamsburg Luxury Apartments".

d. Fencing. The project shall be fenced ~~in accord with~~ with materials and in a style similar to that shown within Exhibit "E" subsection F as follows:

i. Fencing along the Highway 89 corridor shall not be required, but shall be allowed provided the fencing along Highway 89 ~~being is~~ composed of decorative metal fencing with columns of masonry consistent with the materials and colors used in the primary building construction.

ii. Interior fencing around the swimming pool shall be of the same decorative metal and masonry as described along the front property line.

iii. The fencing along the south and west property line shall be a solid masonry or other concrete panel fence consistent with the material and colors of the primary buildings, with the exception of the first twenty (20) feet-foot setback from the Highway 89 property line, which shall be a continuation of the fencing material allowed along the front property line.

iv. The north side property line shall be one of the following: (1) the material and color approved as part of the City's Edge Development Agreement on property directly adjacent and north of the Project; or (2) the same material and configuration of the south property line, including the first twenty (20) feet from Highway 89. In either event the Developer shall be responsible to contact the adjoining property owner to coordinate installation of the common boundary fence, installation of any retaining walls along the property boundary, and arrange for any cost sharing agreement, if applicable.

~~d.e.~~ 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 in **Exhibit “F”** of this Agreement and are entitled, “Signage Design & Standards for Williamsburg”.

~~e.f.~~ Phasing Plan. Phasing Plan. The Developer intends to construct the project in one phase, and shall be completed in the following order Building AB and the clubhouse and then Building BDA (commercial). The residential recreational amenities shall be constructed and completed prior to the occupancy of the second residential structure obtains occupancy. The remaining Buildings C & D may be constructed in any order convenient to the Developer after or concurrent to the construction of Buildings A and D. Occupancy for Buildings A, B, & C shall only be granted upon concurrent construction and completion of one covered parking space per unit within that building.

~~f.g.~~ 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. Additionally the following specific requirements shall apply:

- i. Storm Drain. There currently exists on the property a storm drain easement in favor of the City of North Salt Lake containing a twenty-four (24”) inch storm drain line. That line may be relocated on the property, provided a new easement is granted to the City, the design and location is approved by the City Engineer, per the approved construction plans.
- ii. Overhead Power. There currently exists overhead power lines along the property line within the UDOT owned right of way for Highway 89. It shall be the developer’s responsibility to bury said power lines along Highway 89, removing the five power poles along the property line/right of way. The Developer may coordinate the removal of the poles and burial of the power line with the adjacent property owner to the north, who has buried his portion of the line per the approval of the City’s Edge Project.
- iii. Dedication of Right of Way. The Developer agrees to dedicate additional right of way for the Highway 89 corridor and construct a seven (7) foot sidewalk and minimum eight (8) foot park strip as shown on the final site plan as shown in **Exhibit “C”**. The dedication shall be the full length of the property to allow for the City, UDOT, or UTA installation of additional sidewalk in the future.
- iv. Bus Stop. The Developer agrees to dedicate an easement for the installation of a bus shelter in the location and manner shown on the approved site plan as shown in Exhibit “C”. The Developer shall be responsible to coordinate the design and installation of the bus shelter and amenities directly with the Utah Transit Authority (UTA) and any UTA required agreements.
- v. Future southern access. The Developer agrees to provide an easement on the southern end of the Project for the purpose of access to future improvements that may be made to the intersection of Highway 89 and Eaglegate Drive, with the possible installation of a traffic signal light and extension to the southern border of the project. The Developer, or future assignee, shall be required to connect the parking area access to the new intersection, if built, and abandon the emergency egress ~~between buildings B and south of building~~ C within twelve (12) months of completion of any future construction of the intersection.

~~g.h.~~ Parking. Within the boundary of the Project parking shall be provided as follows:as shown on the following table. Additionally the commercial parking (33 spaces) shall be signed for the use of the commercial spaces during business hours. The commercial parking shall be available after business hours for the use of the residential tenants and guests. The property

management company shall provide for parking enforcement on the property. The management company will meet yearly, as requested by city staff with adequate notice, to discuss any tenant management related issues. Examples of such issues are parking, security, lighting, noise disturbances, guest parking, large gatherings or events at the clubhouse, but are not intended to be all inclusive. The purpose of the meetings is to identify solutions to issues that may arise from time to time resulting in a disproportionate police or city staff response to the property. Such solutions to be implemented by management shall be mutually agreed upon by the management company and the city staff. Examples of solutions may result in the request that gatherings, which due to the size and nature of the gathering, would be beyond the capacity of private security to address, be required to contract with the city for the use off-duty police to provide necessary security.

<b>Residential</b>	Units	Covered	Uncovered	Covered	Uncovered	Total Spaces
1 bedroom units	81	1/unit	0.5/unit	81	40.5	121.5
2-3 bedroom units	133	1/unit	1/unit	133	133	266
Guest		-	1/4 units	-	53.5	53.5
<b>Commercial</b>						
Retail Space 1/200 sf (65%)	-	-	-	-	34	34
Allowance for Shared Retail with Guest Parking	-	-	-	-	-34	-34
-		-	-	214	227	-
<b>Total Required (ADA Required 9 w/2 van accessible) (2.06 spaces/unit)</b>						<b>441</b>
<b>Total Parking Provided (1.94 spaces/unit)</b>						<b>415</b>
<b>Parking Deficit</b>						<b>26</b>

<b>2021 Requested Amendment</b>			
Units	2021	Parking Ratio	
1 bdrm	119	1.5	179
2 bdrm	109	1.5	164
3 bdrm	18	1.5	27
Guest	246	0.25	62
<b>Subtotal Residential</b>			<b>432</b>
<b>Retail</b>			
Street Level	4,700	1/200 (0.65)	16
2nd Level	4700	1/250 (0.65)	17

<u>Subtotal Commercail</u>		<u>33</u>
<u>Total Parking</u>	<u>Requirement</u>	<u>465</u>
	<u>Total Provided</u>	<u>465</u>
	<u>Deficit</u>	<u>0</u>
	<u>Overall Ratio</u>	<u>1.89</u>

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. The developer is solely responsible for payment of any required fees to the South Davis Water District and South Davis Sewer District.

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 “G”**. 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:            Castlewood **Development Inc.**  
6900 South 900 East, Suite 130  
Salt Lake City, UT 84047

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 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

**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.

**DEVELOPER**

Castlewood Development Inc.  
6900 South 900 East, Suite 130  
Salt Lake City, UT 84047

By: Jeffrey Duke

Its: President

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All property included in Davis County Parcel Identification numbers: 01-104-0033, 01-104-0034,  
01-104-0035, 01-104-0036, 01-104-0097 and containing approximately 5.825 acres.

**Legal Description:**

**Parcel 01-104-0033**

BEGINNING ON THE WEST SIDE OF STATE HIGHWAY AT A POINT WHICH BEARS SOUTH 89°53' WEST 407.2 FEET AND SOUTH 0°42' EAST 1010.15 FEET AND SOUTH 22°37' WEST 427.8 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 22°37' WEST 75 FEET; THENCE WEST 330.4 FEET, MORE OR LESS, TO THE EAST LINE OF PROPERTY OF THE STATE ROAD COMMISSION OF UTAH; THENCE NORTHEASTERLY ALONG SAID EAST LINE 70 FEET, MORE OR LESS, TO A POINT 344 FEET DUE WEST OF THE POINT OF BEGINNING; THENCE EAST 344 FEET TO THE POINT OF BEGINNING.

**Parcel 01-104-0034**

BEGINNING ON THE WEST SIDE OF A STATE HIGHWAY AT A POINT WHICH BEARS SOUTH 89°53' WEST 407.2 FEET AND SOUTH 0°42' EAST 1010.15 FEET AND SOUTH 22°37' WEST 502.8 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 22°37' WEST 75 FEET; THENCE WEST 316.8 FEET MORE OR LESS, TO THE EAST LINE OF PROPERTY OF THE STATE ROAD COMMISSION OF UTAH; THENCE NORTHEASTERLY ALONG THE SAID EAST LINE 70 FEET, MORE OR LESS, TO A POINT 330.4 FEET DUE WEST OF THE POINT OF BEGINNING; THENCE EAST 330.4 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PERPETUAL RIGHT OF WAY EASEMENT, AS CREATED BY THAT CERTAIN EASEMENT, RECORDED APRIL 22, 2002, AS ENTRY NO. 1747246, IN BOOK 3029, AT PAGE 45, OFFICIAL RECORD OF DAVIS COUNTY, UPON PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN DAVIS COUNTY, UTAH. THE BOUNDARIES OF SAID PART OF AN ENTIRE TRACT ARE DESCRIBED AS FOLLOWS: BEGINNING IN THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 89 AT A POINT WHICH IS 407.20 FEET SOUTH 89°42' WEST (AND) 1010.75 FEET SOUTH 00°42' EAST AND 637.79 FEET SOUTH 22°37' WEST FROM THE NORTHEAST CORNER OF SAID SECTION 11: AND RUNNING THENCE SOUTH 22°37' WEST 40.00 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 67°23' WEST 157.04 FEET; THENCE NORTH 31.91 FEET TO THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE EAST 40.00 FEET ALONG SAID NORTH BOUNDARY LINE; THENCE SOUTH 5.24 FEET; THENCE SOUTH 67°23' EAST 130.374 FEET TO THE POINT OF BEGINNING.

**Parcel 01-104-0035**

BEGINNING ON THE WEST SIDE OF HIGHWAY AT POINT WHICH BEARS SOUTH 89°42' WEST 407.2 FEET AND SOUTH 0°42' EAST 1010.75 FEET AND SOUTH 22°37' WEST 577.8 FEET FROM NORTHEAST CORNER SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH 22°37' WEST 413.5 FEET ALONG SAID HIGHWAY WEST 237 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO THE STATE ROAD COMMISSION IN 226-418; THENCE NORTHEASTERLY ALONG SAID EAST LINE 390 FEET, MORE OR LESS, TO THE NORTH LINE OF GRANTOR'S LAND AT A POINT WEST OF BEGINNING; THENCE EAST 316.8 FEET TO THE POINT OF BEGINNING.

**Parcel 01-104-0036**

COMMENCING AT A POINT SOUTH 89°53' WEST 407.2 FEET AND SOUTH 0°42' EAST 1010.75 FEET AND SOUTH 22°37' WEST 991.3 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE NORTHERLY LINE OF GRANTOR'S PROPERTY WESTERLY 155.0 FEET, THENCE SOUTH 22°37' WEST 70.0 FEET PARALLEL TO AND 155 FEET WESTERLY FROM THE EAST LINE OF GRANTOR'S LAND; THENCE PARALLEL TO AND 70 FEET SOUTHERLY FROM THE NORTHERLY LINE OF GRANTOR'S PROPERTY EASTERLY 155.0 FEET TO THE EASTERLY LINE OF GRANTOR'S PROPERTY; THENCE ALONG SAID EASTERLY LINE NORTH 22°37' EAST 70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**Parcel 01-104-0097**

COM AT A PT LOC N 89°53' W ALG THE SEC LINE 925.68 FT & S 1921.50 FT FR THE NE COR OF SEC 11-T1N-R1W, SLM; TH S 22°37' W 70.00 FT; TH S 89°14'50" E 155.00 FT TO THE W'LY R/W LINE, STATE HWY 91; TH ALG SD R/W AS FOLLOWS: S 22°37' W 27.50 FT, N 67°23' W 20.00 FT, S 22°56'57" W 322.00 FT (1.0 FT OFFSET & PARALLEL TO STATE ROAD COMMISSION FENCE LINE); TH S 89°28'43" W 288.16 FT TO THE STATE ROAD COMMISSION PPTY LINE; TH N 29°34'16" E 442.37 FT (1.0 FT OFFSET & PARALLEL TO STATE ROAD COMMISSION FENCE LINE); TH S 89°14'50" E 96.37 FT TO THE POB.

**EXHIBIT "B"**  
**GENERAL DEVELOPMENT PLAN**

The General Development Plan for the Williamsburg Luxury Apartments project approved by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Insert updated GDP after approved, show sidewalk and street trees the full width of the frontage.



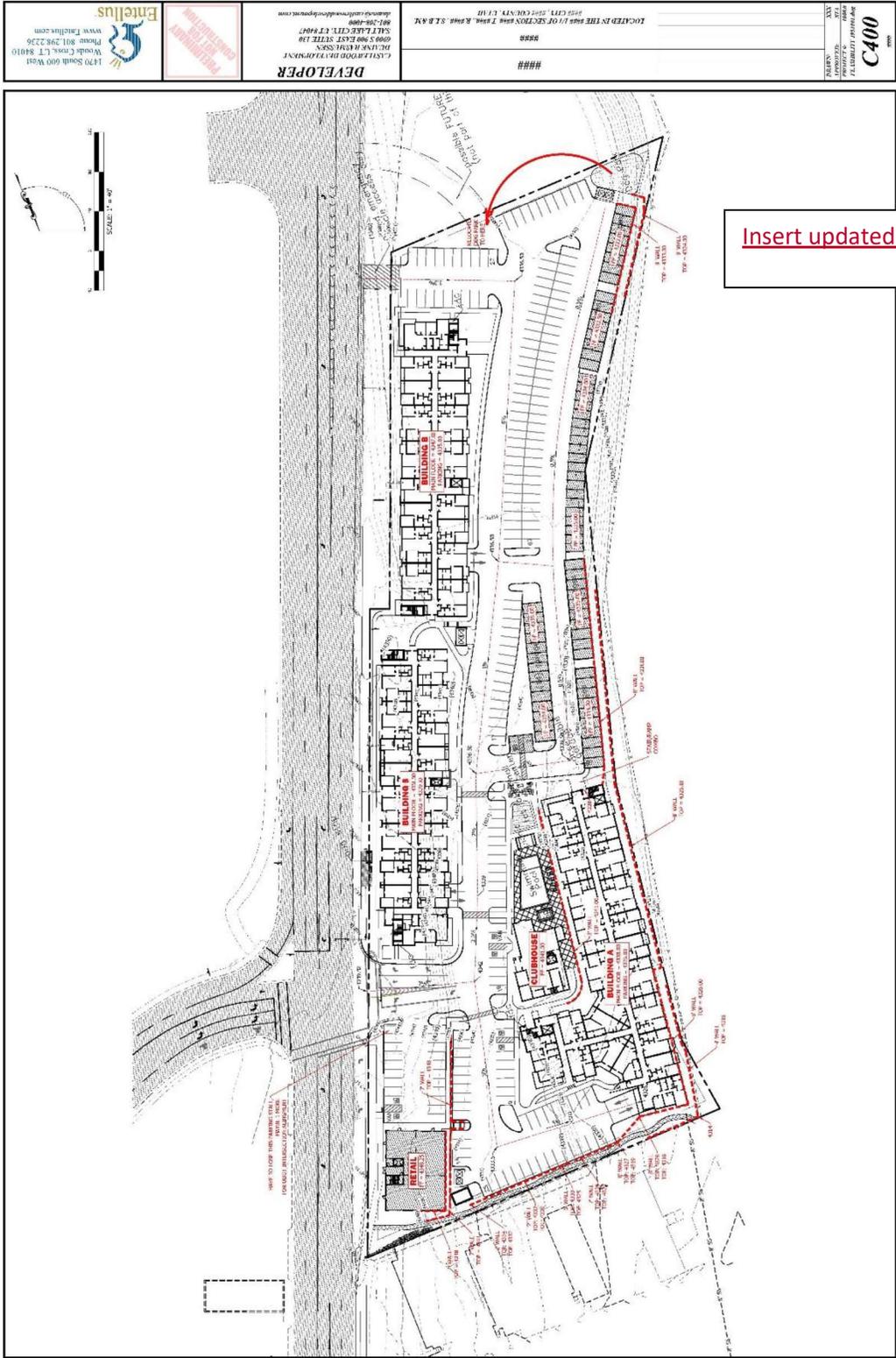
SITE PLAN



WEST ELEVATION

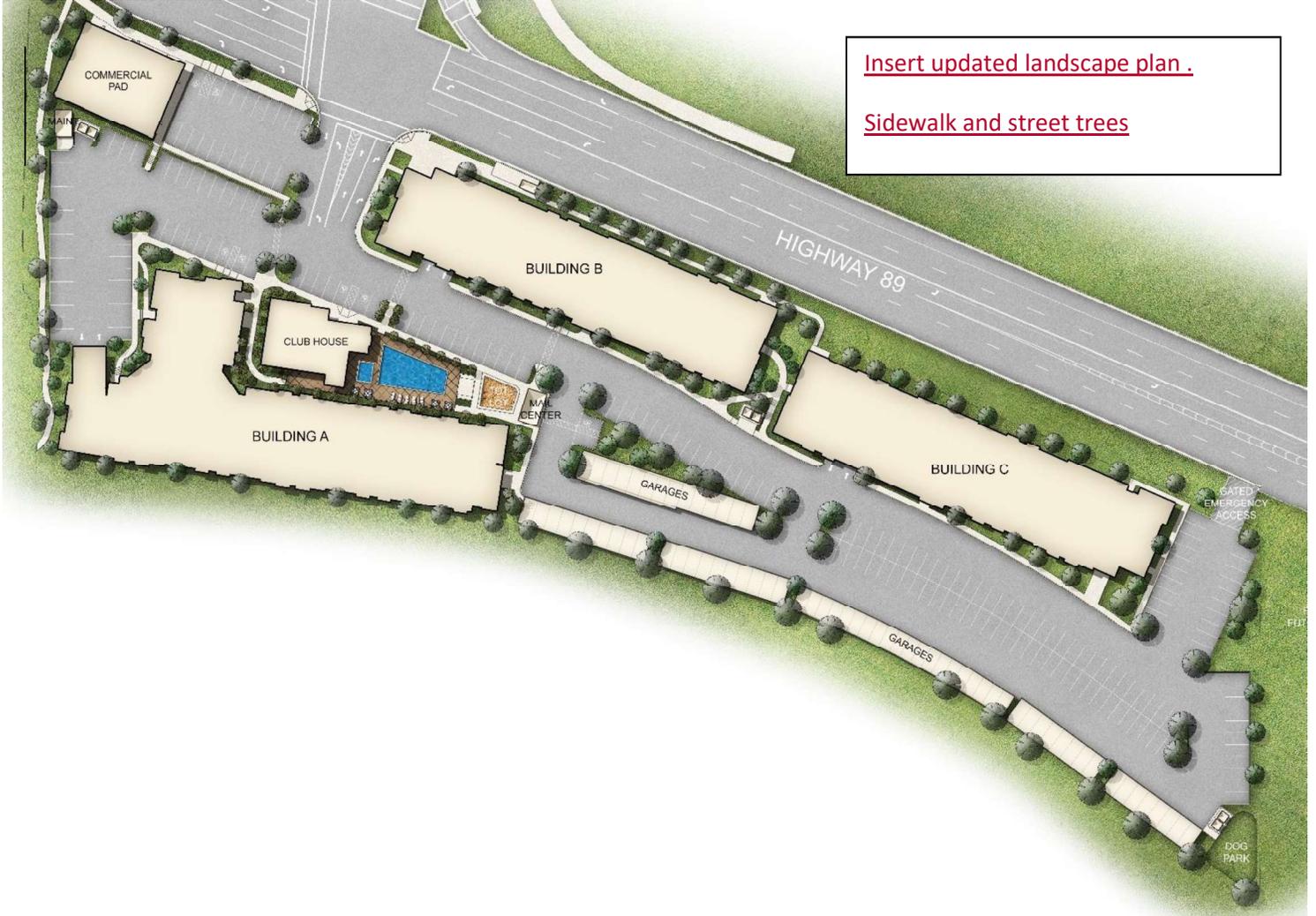
BUILDING B

# EXHIBIT "C" SITE PLAN



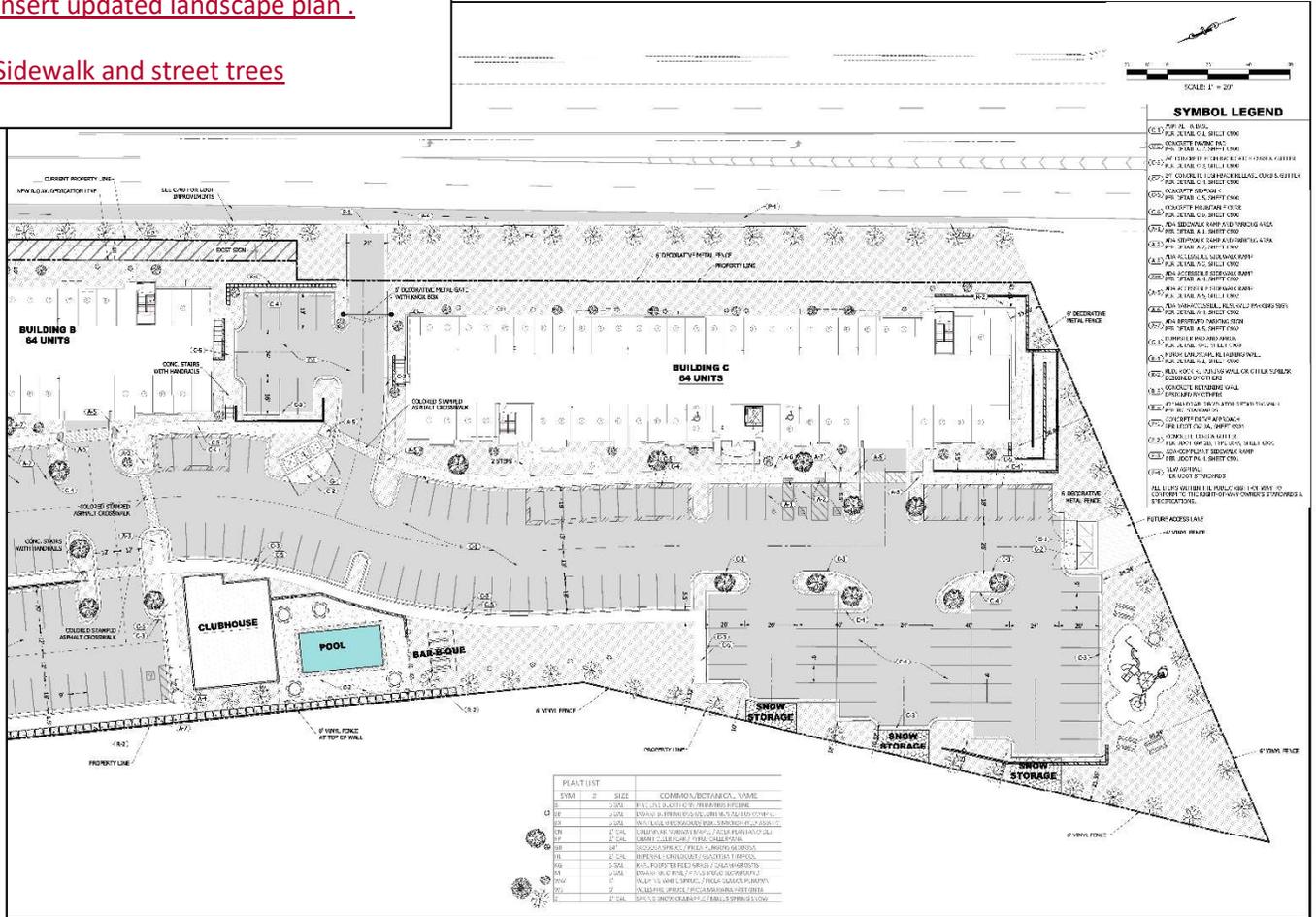
Insert updated site plan.

**EXHIBIT "C"**  
**LANDSCAPE PLAN (1 of 2)**



# EXHIBIT "C" LANDSCAPE PLAN (1 of 2)

Insert updated landscape plan .  
Sidewalk and street trees



WILLAMSBURG  
 1475 South 65th West  
 Wood Creek, UT 84086  
 407.463.1111  
 www.willamsburg.com

1475 South 65th West  
 Wood Creek, UT 84086  
 407.463.1111  
 www.willamsburg.com

WILLAMSBURG  
 1475 South 65th West  
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 407.463.1111  
 www.willamsburg.com

## EXHIBIT “D”

### WILLIAMSBURG LUXURY APARTMENTS P DISTRICT LAND USE STANDARDS

1. Purpose. This Exhibit outlines the standards pursuant to which Williamsburg Luxury Apartments Residential 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.
2. Residential Standards.
  - a. Lot Area:
    - i. Due to the nature of development, there shall be no minimum lot area; however, no residential unit constructed in the P district shall have a living area less than ~~668-500~~ square feet and a minimum of ~~12~~ bedroom.
  - b. Maximum Coverage Area.
    - i. Due to the nature of development a, there shall be no maximum coverage area per lot.
  - c. Maximum Height of Buildings.
    - i. The maximum height for all residential structures in the P District shall be ~~fiftyseventy-five (5575)~~ feet from finished final grade.
  - d. Lot Width and Depth:
    - i. The minimum lot width and depth for the lot shall be as depicted on the approved site plan.
  - e. Setbacks, front:
    - i. The front yard setback shall be a minimum of ~~ten-eight (10’8)~~ feet from the newly dedicated right-of-way line of Highway 89 and a minimum of ~~twenty-seven-five (27’25’)~~ from the new curb alignment shown on the General Development Plan.
  - f. Setbacks, rear:
    - i. The minimum rear yard setback from the development boundary shall be a minimum of ~~fifteen-nine (159)~~ feet. Carport structures, including overhang, shall be no nearer than three (3) feet from the side or rear property line.
  - g. Setbacks, side:
    - i. The minimum side yard setback from the development boundary shall be a minimum of ~~five-ten (105)~~ feet.
  - h. Minimum Landscape Percentage.
    - i. The minimum landscape percentage for the entire development shall be 25%.
  - i. Accessory Buildings:
    - i. Accessory buildings or structures within the common area shall include only those necessary for the operations of the apartments and enjoyment of the residents, such as maintenance buildings, mailbox kiosks, trash enclosure, carports, recreational amenities, etc.
  - j. Fence:
    - i. The maximum solid fence height within 20 feet of a public street shall be four (4’)feet.

- ii. The maximum height for the remainder of the perimeter fence shall be eight (8) feet. A minimum six foot masonry or concrete panel fence shall be required in the P District west and south property line the property in accordance with the Development Agreement. ~~Fencing along the front property line and first twenty (20') feet of setback shall be of decorative metal with masonry columns~~ ~~in accordance with the Development Agreement~~. The fencing on the north property may be either masonry, concrete panel, or the material approved per the development agreement with City's Edge to the north.
  - k. Parking shall be provided as follows
    - i. For each unit there shall be provided one (1) covered space, garage or carport.
    - ii. Total parking required shall be 1.8939 spaces per residential unit.
    - iii. Guest parking and commercial parking for Building ~~A-D~~ shall be considered shared parking and shall be available for the use of the retail space during regular business hours and may be utilized for guest or tenant parking during non-business hours.
3. Permitted Uses.
- a. Residential
    - i. Multi-Family Apartments, including accessory structures, such as carports, recreational equipment/structures, club house & leasing offices, mail kiosk or shelter.
    - ii. Home occupations as regulated by North Salt Lake Land Use Code, Section 10-10-5, as amended.
  - b. Commercial-The following uses shall be permitted uses in this zone:
    - i. General office.
    - ii. General retail and personal services, except for those that are prohibited in this zone.
    - iii. Restaurants.
  - c. Commercial Uses-The following uses shall be prohibited in this zone:
    - i. Auto Sales & Service
    - ii. Manufacturing
    - iii. Pawnshops, title loan, quick loan or other payday loan or check cashing services.
    - iv. Self Storage
    - v. Sexually Oriented Businesses
    - vi. Tobacco specialty stores
    - vii. Uses requiring outdoor storage
    - viii. Warehousing and storage facilities
    - ix. Wholesale trade

## EXHIBIT “E”

### ARCHITECTURAL STANDARDS FOR WILLIAMSBURG LUXURY APARTMENTS

The Architectural Rules and Design Standards and Construction Guidelines, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in Williamsburg Luxury Apartments and for maintaining an orderly construction environment. These guidelines will be used by the Declarant in conjunction with the Declaration of Covenants, Conditions, Restrictions, and Easements (Declaration), and any undefined terms shall have the same meaning as contained therein.

#### Design Standards:

##### A. Exterior Elevations

All exterior elevations shall be consistent with general scheme and design as depicted below and as approved in the General Development Plan for Williamsburg Luxury Apartments. Exterior elevations will be of masonry and stucco construction with metal balconies and trim. Architectural windows shall be utilized as depicted in the graphic below, including mullions on all residential units. ~~The minimum transparency for the ground floor level of Building A shall be 65%, with a minimum transparency for all other floors and for all other buildings shall be 15% per story.~~ Building DA shall have a separate front outside entrance for each ground floor retail, commercial, or office unit. All facades shall be treated with similar architectural trim and features and shall include the use of the following as depicted below: architectural cornices, window lintels and sills, mullions, horizontal and vertical courses.



WEST ELEVATION

##### A. Design Guidelines

- a. Street Façade. Street facade requirements apply only to facades facing visible from Highway 89, those facades visible from Interstate 215 and Interstate 15, are excluded from these requirements and are not considered street facing facades.

i. The minimum amount of transparency required on street facades with street frontage shall be measured by the ratio of the area of the total windows on a story to the area of the story total façade with the following required minimums:

	<u>Ground Story Transparency</u>	<u>Upper Floor Transparency</u>
<u>Commercial or Office Buildings</u>	<u>65%</u>	<u>25%</u>
<u>High Rise Residential Buildings</u>	<u>25%</u>	<u>15%</u>

ii. Transparency is any glass in windows and/or doors, including any mullions, that is highly transparent with low reflectance.

iii. Blank Wall Limitation.

1. No rectangular area greater than 30% of a story’s facade, as measured from floor to floor, may be windowless; and

2. No horizontal segment of a story’s facade greater than 15 feet in width may be windowless.

iv. Horizontal Facade Divisions. The use of a vertically oriented expression line or form to divide the facade into increments no greater than the dimension shown, as measured along the base of the facade. Elements may include a column, pilaster, or other continuous vertical ornamentation a minimum of one and a half inch depth.

v. Vertical Facade Divisions. The use of a horizontally oriented expression line or form to divide portions of the facade into horizontal divisions. Elements may include a cornice, belt course, molding, string courses, or other continuous horizontal ornamentation a minimum of one and a half inch depth.

b. Entrance Requirements. Entrances Recession or Covering. Any Primary Entrance shall either be recessed or provide an awning, porch, covered or arcade walkway, or balcony. The depth of the recession or covering must be at least 5’, and must be 1’ wider than the entrance on both sides measured in line with the building facade.

c. Roof Requirements.

i. Roof Screening. Roof appurtenances must be screened from view of the street(s) using elements described in the requirements below.

ii. Variation in Roof Line. Any facade visible from a public right-of-way, including pedestrian, transit, and bicycle corridors, shall include a parapet or other roof variation such as clerestories, dormers, gables, cupolas, or other architectural roof projections that vary in height by at least two feet (2’) for each sixty (60) linear feet of facade length.

iii. Parapet Height. Height is measured from the top of the upper story to the top of the parapet.

1. Minimum height is two feet with a maximum height of six feet.
2. The parapet shall be high enough to screen the roof and any roof appurtenances from view of the street(s).

d. Materials and Colors.

- i. Primary Facade Materials. 80% of each facade shall be constructed of primary materials. For facades over 100 square feet, more than one material shall be used to meet the 80% requirement.
- ii. Permitted primary building materials include high quality, durable, natural materials, such as stone, brick, ship lap siding, fiber cement board lapped, shingled, stucco, glass.
- iii. Secondary Facade Materials. Secondary facade materials are not to exceed 20% of the building facade. Secondary materials are limited to details and accents and include gypsum reinforced fiber concrete for trim and cornice elements; metal for beams, lintels, trim, and ornamentation, and exterior architectural metal panels and cladding. Exterior Insulation and Finishing Systems (EIFS) is permitted for trim only.
- iv. Color. Main building colors shall be established by the developer and agreed upon by the Planning Commission. Colors utilized shall be an integral part of the building design and shall exhibit evidence of coordination and selection with respect to the overall visual effect of the building. The color of each façade material shall be harmonious with the color of all other façade materials used on the same building, as well as the color of façade materials used on adjacent buildings.
- i-v. Appropriate Grade of Materials. Commercial quality doors, windows, and hardware shall be used on all buildings.

ii-vi. The following colors and materials shall be used in the construction of all buildings, including the club house and garages. Minor variations in color/tones may be approved by the Community Development Director in accordance with this general color pallet.



e. Windows, Awnings, and Shutters.

- i. Windows. All windows shall be high quality architectural windows.
- ii. Awnings. If installed, all awnings shall be canvas or metal. Plastic awnings are not permitted. Awning types and colors for each building face shall be coordinated.
- iii. Shutters. If installed, shutters, whether functional or not, shall be sized for the windows. If closed, the shutters shall not be too small for complete coverage of the window. Shutters shall be wood. "Engineered" wood may be approved during the site plan process with an approved sample.

f. Balconies.

- i. The following applies in all locations where balconies are incorporated into the facade design facing any street or parking lot.
- ii. Size. 80% of Balconies shall be a minimum of five (5 ) feet deep and nine (9) feet wide.
- iii. Connection to Building. Balconies that are not integral to the facade shall be independently secured and unconnected to other balconies.

iv. Facade Coverage. A maximum of 50% of the front and corner side facades, as calculated separately, may be covered with balconies, including street-facing railing and balcony structure.

v. Projection Over Setback. Balconies may hang directly over set-back but may not extend into the UDOT right-of-way.

vi. Clearance. Balconies shall have a minimum 10' clearance.

g. Carports.

i. The design of carports shall be consistent with the design elements of the primary buildings, including the use of high quality materials with matching trim, support post columns and decorative surrounds, roof materials and colors.

ii. The roof overhang of any carport shall be no nearer than three (3) feet from the side or rear property line, nor extend into the required drive aisle width.

iii. The height of the lowest eave line of the carport shall not exceed ten (10) feet and shall be a minimum of seven (7) feet .

iv. The height of the highest eave shall not exceed fourteen (14) feet.

v. All carports shall be equipped with a gutter or drainage system that drains storm water to the nearest drainage facility.

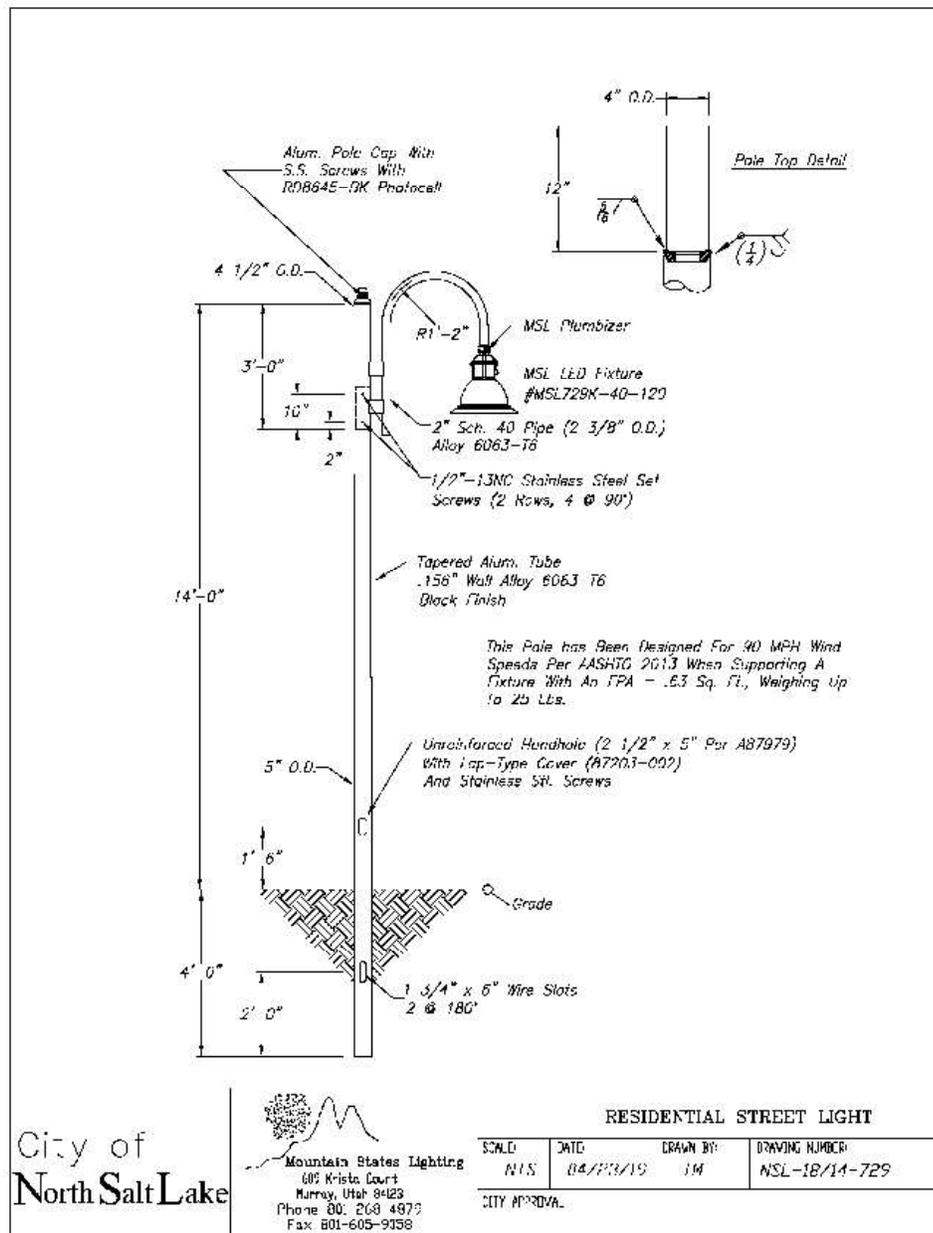
vi. Examples of appropriate designed carports



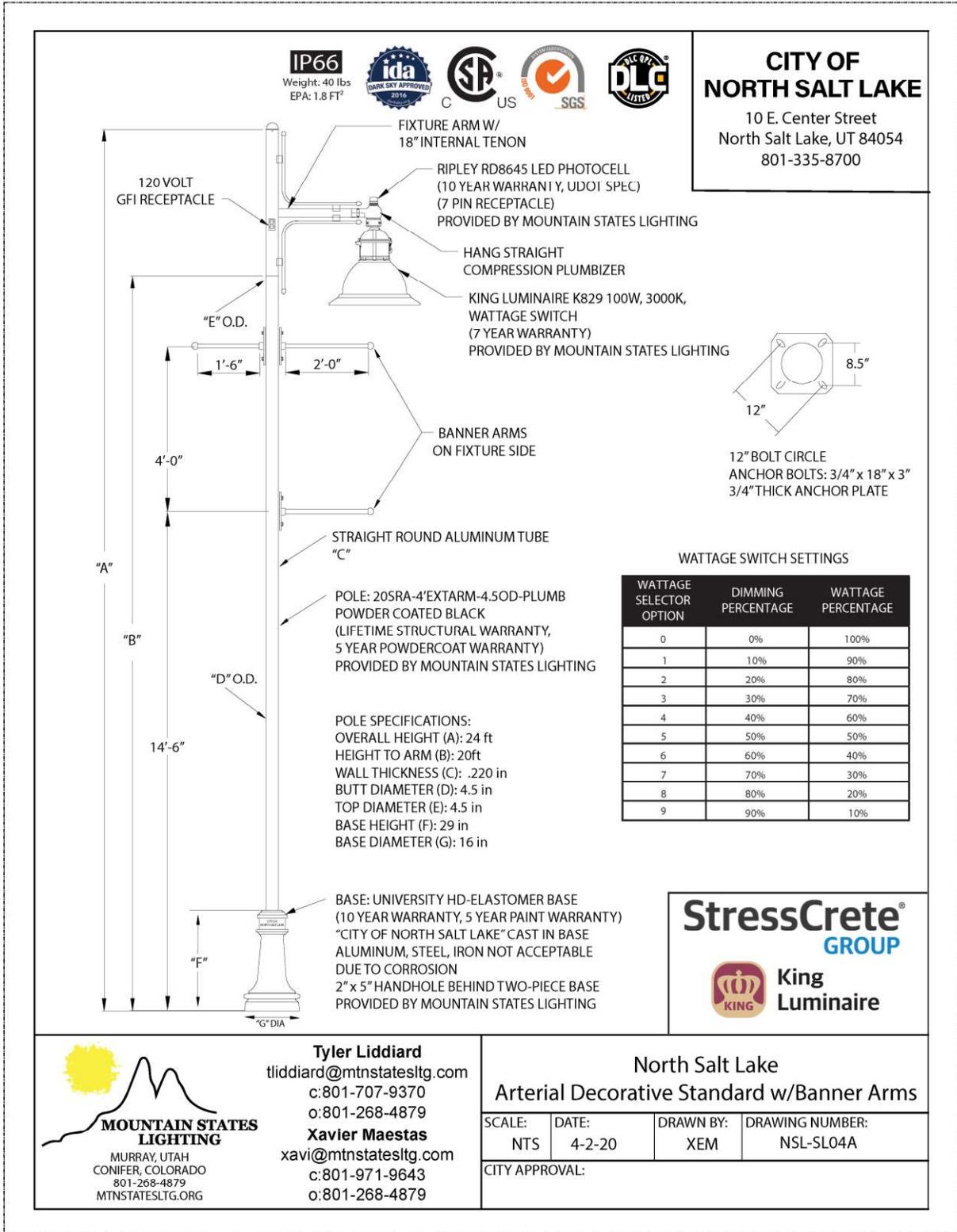
**DC. Lamp Posts, Building Lighting**

- a. The development shall utilize building and parking lot lighting which complement the following city residential lighting standard in black. All building and parking lot lighting shall be diffused cut off type fixtures ensuring that light does not leave the property and is placed in the appropriate locations to ensure safety and security, while minimizing the risk of fugitive light pollution. Declarant will install the commercial quality lamp post, shown below or another mutually agreed upon between the City and Developer:
- b. Declarant will submit a lighting plan and photometric detailing the location of the proposed lamp posts and the lighting coverage with building permitsite plan application.
- c. All site/building lighting shall be shielded and directed downward so light spill does not adversely affect adjacent properties or streets.

**Interior Site Lighting**



# Highway 89 Street Lamp Standard



### **ED. Landscaping**

Upon completion of each building, the Declarant shall install landscaping in accordance with the approved landscape plan. A unity of the design of an overall development master plan shall be achieved by the repetition of certain plant varieties, colors and materials to tie the overall development together. All landscaping and irrigation shall utilize efficient landscaping techniques and drought tolerant species where possible.

### **FE. Mailboxes**

Mailbox clusters, with mailboxes and newspaper receptacles will be provided by Declarant based on the requirements and approval of the U.S. Postal Service and shall be under a roof structure and protected from the elements within the enclosed lobby of each building. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner.

### **GF. Fencing Material**

Permitted fencing material shall be similar in nature to the following examples with masonry that complements the building masonry. These fence standards shall not apply in those areas where the garage structures are being used as fencing.

*Highway 89 Fencing Type*



*Side and Rear Property Line Fencing Examples*



**EXHIBIT “F”  
SIGNAGE STANDARDS**

**The following sign regulations shall apply to the Williamsburg Luxury Apartments P-District.**

**A. Commercial Signage**

1. On-site signs be allowed for wall or hanging signs that are of consistent design elements to the architecture. Material, height, lighting, and lettering style, must create a visual continuity and add quality to the development. Monument, pole, or pylon multi-tenant signs shall not be permitted
2. Wall signs shall be permitted as follows:
  - a. Each storefront shall be permitted one (1) wall sign per façade;
  - b. The maximum wall sign area shall not exceed 15% of the storefront surface area (average height x lineal building/unit width) not to exceed 100 square feet.
  - c. Signs shall be placed on the building façade to be scaled appropriately with the façade width and height and not conflict with the architectural design features of the building.
  - d. Examples of appropriate design and placement for wall signs:



3. Window signs are allowed for ground floor windows only. They shall not be located to block clear view of exits or entrances or to create a safety hazard. Window signs shall not disrupt the employee visibility to the parking area or of law enforcement personnel into the business. The following shall also apply:
  - a. Window signs shall not cover more than fifty percent (50%) of any single window, nor more than thirty percent (30%) of the entire surface area of a group of windows on each building façade;
  - b. Window signs and permanent wall signs combined shall not exceed thirty percent (30%) of the exterior wall area of the tenant;
  - c. Properties subject to sale, lease, or rent may be allowed to have a window sign up to one-hundred (100) square feet regardless of permanent wall signage.

- d. Appropriate window sign example:



4. Awning & Canopy Signs shall be permitted only main floor doors and windows as follows:
- Materials: Fabricate awnings using fire-resistant canvas in a color that is appropriate to the period of the building.
  - Shape: Select awning shapes that reflect the door or window openings they cover. Limit valances to approximately eight to twelve inches in length.
  - Lettering and symbols: Lettering should generally be placed on the valance portion of the awning.
  - Internal illumination: Do not use internal illumination or other techniques that cause awnings to glow; however, illumination may be concealed in the awning to provide directional light to illuminate sidewalks or storefronts.
  - Appropriate awning and canopy signs:



5. Projecting Signs are the preferred sign design for main floor retail businesses and shall be of consistent design as per the architectural standards enumerated in the development restrictive covenants.
  - a. Placement—Mount projecting signs perpendicularly to a building or column while allowing eight feet of overhead clearance above public walkways.
  - b. Public right-of-way—Limit the extension of projecting signs from the building facade into the public right-of-way for a maximum distance of eight feet or a distance equal to two-thirds the width of the abutting sidewalk, whichever distance is greater.
  - c. Area-Projecting signs should be scaled appropriately in response to the building façade and number of tenants.



6. Temporary Signs
  - a. Banners-one 3 x 12 foot banner per year is permitted to celebrate a grand opening, anniversary, or announce major sales. The banner can be displayed for a period not to exceed 45 consecutive days for existing businesses and 60 days for new businesses.
  - b. A-Frame/Post-Style Commercial Sidewalk signs are permitted subject to the following performance standards:
    - i. Maximum height-4 feet
    - ii. Maximum sign area-2 x 2 feet.
    - iii. Sign frame shall be constructed of black wrought iron or similar metal material.
    - iv. Sign can only be displayed during business hours.
    - v. One sign allowed per business.
    - vi. Sign shall not impede pedestrian traffic or pose a safety hazard.
    - vii. Example temporary sign:



7. PROHIBITED SIGNS. The following is a list of some of the signs that are prohibited:
  - a. Permanent signs that are designed to rotate or move by any means.
  - b. Signs mounted on trailers.
  - c. Signs with exposed braces and guy wires.
  - d. Signs with blinking, flashing or moving lights, not including time/temperature and similar public service displays.
  - e. Signs with changeable copy.
  - f. Flags or banners, balloons, or inflatable signs.
  - g. Examples of prohibited signs.



#### **B. Residential Signs.**

1. Residential identification signs shall be limited to no more than one (1) per entrance;
2. Signs shall only display the name, logo, and address of the development;
3. Residential identification signs shall not exceed a height of seven feet (6') and a total size of one hundred (50) square feet of sign area;
4. Maximum sign text shall be fifty percent (25%) of sign area;
5. Signs located at entrances must be set back a minimum of five feet (5') from the property line and shall not be placed within the clear view area of any driveway;
6. Indirect illumination is permitted;
7. One (1) temporary sign is allowed for sale, lease, or rent of residential property per street frontage and is limited to no greater than thirty-two (32) square feet for a period of time not to exceed one (1) year from the issuance of a certificate of occupancy.

### **EXHIBIT "G" RECORDABLE MEMORANDUM OF AGREEMENT**

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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 Castlewood Development, Inc., a Utah corporation, whose address is 6900 South 900 East, Suite 130, Salt Lake City, UT 84047 (“Developer”).

Developer and the City have entered into that certain “Development Agreement for Williamsburg Luxury Apartments”, dated \_\_\_\_\_ (referred to herein as the “Agreement”) regarding the real property to be known as the Williamsburg Luxury Apartments 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 \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_ of City of North Salt Lake, a Utah municipal  
corporation.

[Seal]

\_\_\_\_\_  
NOTARY PUBLIC

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

**“DEVELOPER”**

Castlewood Development Inc.  
6900 South 900 East, Suite 130  
Salt Lake City, UT 84047

By: Jeffrey Duke

Title: President

State of Utah )

ss.

County of Davis )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a Utah Limited Liability company.

[Seal]

\_\_\_\_\_

NOTARY PUBLIC

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

## SCHEDULE "A"

### LEGAL DESCRIPTION

**Parcels:** 01-104-0033, 01-104-0034, 01-104-0035, 01-104-0036, 01-104-0097

**Parcel 01-104-0033**

BEGINNING ON THE WEST SIDE OF STATE HIGHWAY AT A POINT WHICH BEARS SOUTH 89°53' WEST 407.2 FEET AND SOUTH 0°42' EAST 1010.15 FEET AND SOUTH 22°37' WEST 427.8 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 22°37' WEST 75 FEET; THENCE WEST 330.4 FEET, MORE OR LESS, TO THE EAST LINE OF PROPERTY OF THE STATE ROAD COMMISSION OF UTAH; THENCE NORTHEASTERLY ALONG SAID EAST LINE 70 FEET, MORE OR LESS, TO A POINT 344 FEET DUE WEST OF THE POINT OF BEGINNING; THENCE EAST 344 FEET TO THE POINT OF BEGINNING.

**Parcel 01-104-0034**

BEGINNING ON THE WEST SIDE OF A STATE HIGHWAY AT A POINT WHICH BEARS SOUTH 89°53' WEST 407.2 FEET AND SOUTH 0°42' EAST 1010.15 FEET AND SOUTH 22°37' WEST 502.8 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 22°37' WEST 75 FEET; THENCE WEST 316.8 FEET MORE OR LESS, TO THE EAST LINE OF PROPERTY OF THE STATE ROAD COMMISSION OF UTAH; THENCE NORTHEASTERLY ALONG THE SAID EAST LINE 70 FEET, MORE OR LESS, TO A POINT 330.4 FEET DUE WEST OF THE POINT OF BEGINNING; THENCE EAST 330.4 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A PERPETUAL RIGHT OF WAY EASEMENT, AS CREATED BY THAT CERTAIN EASEMENT, RECORDED APRIL 22, 2002, AS ENTRY NO. 1747246, IN BOOK 3029, AT PAGE 45, OFFICIAL RECORD OF DAVIS COUNTY, UPON PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN DAVIS COUNTY, UTAH. THE BOUNDARIES OF SAID PART OF AN ENTIRE TRACT ARE DESCRIBED AS FOLLOWS: BEGINNING IN THE NORTHWESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 89 AT A POINT WHICH IS 407.20 FEET SOUTH 89°42' WEST (AND) 1010.75 FEET SOUTH 00°42' EAST AND 637.79 FEET SOUTH 22°37' WEST FROM THE NORTHEAST CORNER OF SAID SECTION 11: AND RUNNING THENCE SOUTH 22°37' WEST 40.00 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 67°23' WEST 157.04 FEET; THENCE NORTH 31.91 FEET TO THE NORTH BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE EAST 40.00 FEET ALONG SAID NORTH BOUNDARY LINE; THENCE SOUTH 5.24 FEET; THENCE SOUTH 67°23' EAST 130.374 FEET TO THE POINT OF BEGINNING.

**Parcel 01-104-0035**

BEGINNING ON THE WEST SIDE OF HIGHWAY AT POINT WHICH BEARS SOUTH 89°42' WEST 407.2 FEET AND SOUTH 0°42' EAST 1010.75 FEET AND SOUTH 22°37' WEST 577.8 FEET FROM NORTHEAST CORNER SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH 22°37' WEST 413.5 FEET ALONG SAID HIGHWAY WEST 237 FEET TO THE EAST LINE OF PROPERTY CONVEYED TO THE STATE ROAD COMMISSION IN 226-418; THENCE NORTHEASTERLY ALONG SAID EAST LINE 390 FEET, MORE OR LESS, TO THE NORTH LINE OF GRANTOR'S LAND AT A POINT WEST OF BEGINNING; THENCE EAST 316.8 FEET TO THE POINT OF BEGINNING.

**Parcel 01-104-0036**

COMMENCING AT A POINT SOUTH 89°53' WEST 407.2 FEET AND SOUTH 0°42' EAST 1010.75 FEET AND SOUTH 22°37' WEST 991.3 FEET FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE ALONG THE NORTHERLY LINE OF GRANTOR'S PROPERTY WESTERLY 155.0 FEET, THENCE SOUTH 22°37' WEST 70.0 FEET PARALLEL TO AND 155 FEET WESTERLY FROM THE EAST LINE OF GRANTOR'S LAND; THENCE PARALLEL TO AND 70 FEET SOUTHERLY FROM THE NORTHERLY LINE OF GRANTOR'S PROPERTY EASTERLY 155.0 FEET TO THE EASTERLY LINE OF GRANTOR'S PROPERTY; THENCE ALONG SAID EASTERLY LINE NORTH 22°37' EAST 70 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

**Parcel 01-104-0097**

COM AT A PT LOC N 89°53' W ALG THE SEC LINE 925.68 FT & S 1921.50 FT FR THE NE COR OF SEC 11-T1N-R1W, SLM; TH S 22°37' W 70.00 FT; TH S 89°14'50" E 155.00 FT TO THE W'LY R/W LINE, STATE HWY 91; TH ALG SD R/W AS FOLLOWS: S 22°37' W 27.50 FT, N 67°23' W 20.00 FT, S 22°56'57" W 322.00 FT (1.0 FT OFFSET & PARALLEL TO STATE ROAD COMMISSION FENCE LINE); TH S 89°28'43" W 288.16 FT TO THE STATE ROAD COMMISSION PPTY LINE; TH N 29°34'16" E 442.37 FT (1.0 FT OFFSET & PARALLEL TO STATE ROAD COMMISSION FENCE LINE); TH S 89°14'50" E 96.37 FT TO THE POB.

**RESOLUTION NO. 2021-11R**

**A RESOLUTION OF THE CITY OF NORTH SALT LAKE  
CITY COUNCIL APPROVING ENTERING INTO A  
DEVELOPMENT AGREEMENT FOR WILLIAMSBURG  
LUXURY APARTMENTS**

**BE IT HEREBY RESOLVED** that the City Council of the City of North Salt Lake authorizes the Mayor to execute, in behalf of the City of North Salt Lake, the Development Agreement for Williamsburg Luxury Apartments (2021-14A).

APPROVED by the City Council of the City of North Salt Lake, Utah, this 18<sup>th</sup> day of May, 2021.

BY THE CITY COUNCIL:

\_\_\_\_\_  
Len Arave, Mayor

ATTEST:

\_\_\_\_\_  
Linda Horrocks, City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

## MEMORANDUM

Date: May 3, 2021  
To: Hayley Pratt, Castlewood Development  
From: Hales Engineering



**Subject: North Salt Lake Williamsburg Parking Study**

UT21-1878

This memorandum discusses the parking study completed for the proposed Williamsburg development located in North Salt Lake, Utah. The study provides a review of data collected at multiple locations identified by City staff to provide context for this project. In addition, this study identifies the City parking supply rates and parking demand rates identified by the Institute of Transportation Engineers (ITE), and then makes recommendations for parking this project successfully as a mixed-use site.

### Project Description

The proposed Williamsburg project is located on the west side of the Eagle Ridge Drive / U.S. 89 intersection in North Salt Lake, Utah. A vicinity map of the project site is shown in Figure 1, and a full site plan is found in Appendix A.



**Figure 1: Site vicinity map of the project in North Salt Lake, Utah**

The development will have approximately 246 multifamily dwelling units divided between 119 1-bedroom units, 109 2-bedroom units, and 18 3-bedroom units. Additionally, 4,700 sq. ft. of commercial, and 4,700 sq. ft. of office space are also planned for the development. The proposed site plan calls for a total of 465 parking stalls to be provided on site.

### North Salt Lake City Parking Code

The North Salt Lake City code specifies parking rates for various land use types. The rates for multifamily housing of more than 4 total units, general office, and general commercial land uses are listed in Table 1, in accordance with section 10-6-5 of the city code, along with the number of required parking stalls based on the proposed commercial and office development.

**Table 1: North Salt Lake City Code Parking Rates Per Land Use**

North Salt Lake City Code Parking Supply				
North Salt Lake Williamsburg PS				
Weekday Daily Land Use <sup>1</sup>	# of Units	Unit Type	Parking Requirements	Required Stalls
Residential: More Than 4 Units	246	Dwelling Units	2.25	554
General Office	4.7	sq. ft. GFA	4.00	19
General Commercial and Retail Sales	4.7	sq. ft. GFA	5.00	24
			<b>TOTAL:</b>	<b>596</b>

1. North Salt Lake City Code, section 10-6-5  
SOURCE: Hales Engineering, April 2021

### ITE Parking Demand Rates

The 85<sup>th</sup> percentile parking demand rate are provided by the Institute of Transportation Engineers (ITE), *Parking Generation*, 5<sup>th</sup> Edition, 2019. These rates and the number of stalls needed based on the proposed development size is shown in Table 2.

**Table 2: ITE Parking Generation**

ITE Parking Demand				
North Salt Lake Williamsburg PS				
Weekday Daily Land Use <sup>1</sup>	# of Units	Unit Type	85th %ile Parking Demand	Required Stalls
Multifamily Housing (Low-Rise) (220)	246	Dwelling Units	1.52	374
General Office Building (710)	4.7	1,000 Sq. Ft. GFA	3.30	16
Shopping Center (820)	4.7	1,000 Sq. Ft. GFA	3.68	17
			<b>Total</b>	<b>407</b>

1. Institute of Transportation Engineers (ITE) *Parking Generation*, 5th Edition, 2019.  
SOURCE: Hales Engineering, April 2021

### Local Multi-Family Housing Parking Demands

To evaluate the needs of a typical multifamily housing project in North Salt Lake and surrounding jurisdictions, Hales Engineering collected parking data at nearby housing developments with similarities to the project site. These parking counts were collected overnight, after 12:00 AM, when parking demand for residential land uses has been found to be the highest. The counts were performed on the week of April 19, 2021. Parking data were collected at the following locations:

- Eaglewood Lofts, North Salt Lake
- Hampton Place, North Salt Lake
- Pointe at Northridge, North Salt Lake
- Ridgeview Apartments, North Salt Lake
- Hills at Renaissance, Woods Cross
- Legacy Crossing, Centerville
- Park at Legacy Trails, Centerville

A summary of these parking counts and their calculated parking rates are shown in Table 3. The occupied unit counts were obtained through correspondence with apartment employees. The average parking demand rate was 1.81 stalls per occupied dwelling unit.

**Table 3: Multifamily Housing Parking Counts**

Apartments	Occupied Spaces	Occupied Units	Parking Demand
Eaglewood Lofts, North Salt Lake	835	390	2.14
Hampton Place, North Salt Lake	314	208	1.51
Pointe at Northridge, North Salt Lake	450	178	2.53
Ridgeview Apartments, North Salt Lake	239	98	2.44
Hills at Renaissance, Woods Cross	127	107	1.19
Legacy Crossing, Centerville	218	197	1.11
Park at Legacy Trails, Centerville	288	161	1.79
<b>Average Parking Demand:</b>			<b>1.81</b>

### Multifamily Rate Comparison

Parking rates were compared to determine the number of stalls that should be constructed at the proposed Williamsburg development in North Salt Lake. The rates were applied to the proposed 246 dwelling unit development to calculate the number of stalls that would be required. The comparison of the rates and number of stalls between various parking rate sources is shown in Table 4.

It is important to note that the ITE and local multifamily housing rates represent the actual parking demand rate, as opposed to supply. Typically, the parking supply should be at least 5% higher than the parking demand to accommodate residents entering / exiting the lot to find a parking space and to account for possible bumps in demand.

**Table 4: Multifamily Parking Rate Comparison**

<b>Apartments</b>	<b>Demand Rate (add 5% for supply) (veh/DU)</b>	<b>Supply Rate (stalls/DU)</b>	<b># of Stalls</b>
Proposed Site Plan	-	1.89	465
North Salt Lake City Code	-	2.25	554
ITE - 85th Percentile	1.52	-	393
Local Multifamily Housing	1.81	-	468

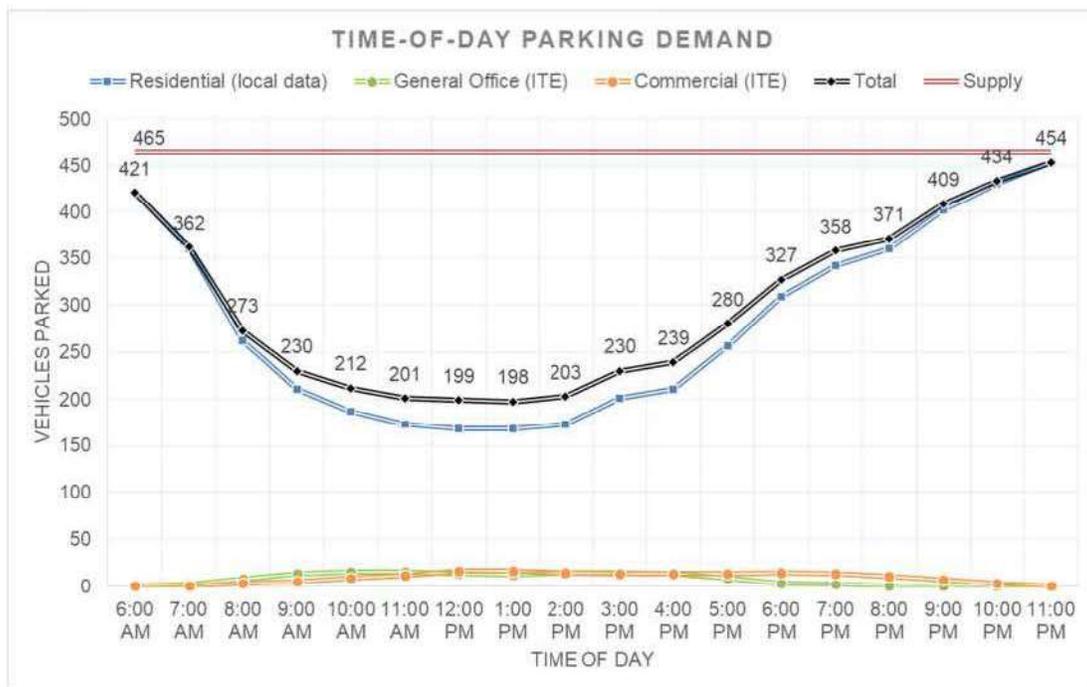
The proposed site plan includes 465 stalls, which equates to a rate of 1.89 stalls per dwelling unit with crossover utilization for the office and retail sites. The ITE 85<sup>th</sup> percentile parking demand rate and calculated parking supply were lower than the proposed parking supply for the study site.

### **Shared Use Parking**

ITE time of day distribution for parking demand was also taken into consideration. Table 5 contains the percentage of residential, general office, and commercial peak parking demand applied to each hour during the average weekday. The reason this is considered is because the shared commercial/office and residential guest parking is often complimentary to one another. According to ITE, residential parking demand is lowest during business hours (7:00 AM – 8:00 PM), while commercial and office parking demand is practically non-existent during overnight hours. This allows for ample shared commercial and guest parking stalls. As shown in Figure 2, the parking demand is not anticipated to exceed the amount of parking stalls at any time of day based on ITE parking demand time-of-day data. It should be noted that ITE parking demand rates were used for commercial and office space, but the local multifamily housing rate of 1.81 was used in the time-of-day analysis found in Figure 2.

**Table 5: ITE Time of Day Distributions**

Time of Day	Residential %	General Office %	Commercial %
6:00 AM	90%	0%	0%
7:00 AM	77%	13%	0%
8:00 AM	56%	48%	15%
9:00 AM	45%	88%	32%
10:00 AM	40%	100%	54%
11:00 AM	37%	100%	71%
12:00 PM	36%	85%	99%
1:00 PM	36%	84%	100%
2:00 PM	37%	93%	90%
3:00 PM	43%	94%	83%
4:00 PM	45%	85%	81%
5:00 PM	55%	56%	84%
6:00 PM	66%	20%	86%
7:00 PM	73%	11%	80%
8:00 PM	77%	0%	63%
9:00 PM	86%	0%	42%
10:00 PM	92%	0%	15%
11:00 PM	97%	0%	0%



**Figure 2: ITE Time of Day Parking Demand**

Based on this data, Hales Engineering has concluded that no additional stalls will be needed beyond what is provided for the proposed Williamsburg Site. These stalls can be shared between residential guest parking, commercial and office stalls and it is not anticipated that the parking demand will exceed 465 stalls at any given time of day.

The management company has indicated that they have strict internal guidelines to manage the parking at this location similar to how they manage it at other locations, without over parking problems. At leasing they let their prospective tenants know about their strict parking practices and policies, and at signing the management company requires all vehicles to be registered with their license number.

It appears that some of the study sites did not have good parking practices or ways to manage parking concerns, and therefore, experienced higher parking rates than normal. As some of the sites had garages which we could not see into, we made the conservative assumption that the garage had a vehicle in it. This assumption leads to a higher calculated parking rate than may actually be on-site; however, it make all sites equal for comparison purposes. Hales Engineering has studied over 20 sites in the Salt Lake Valley and not one experiences the magnitude of parking per dwelling unit as calculated in North Salt Lake.

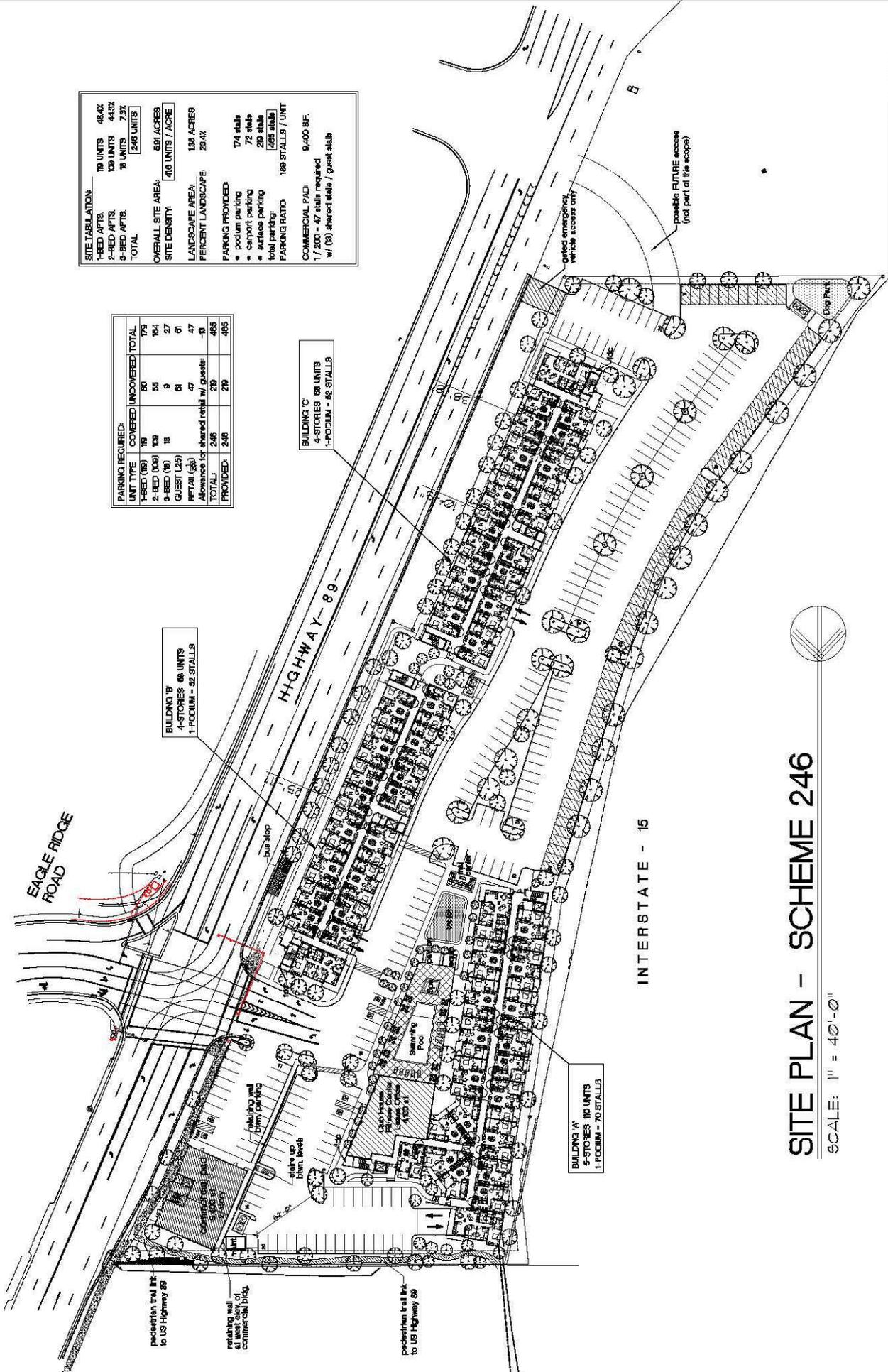
### **Conclusions and Recommendations**

Hales Engineering makes the following conclusions and recommendations for the proposed parking at the Williamsburg development in North Salt Lake, Utah:

- North Salt Lake has a higher required parking supply rate for residential than the local study sites demand rates, which is also more than the ITE parking demand rates with more studies from across the U.S.
- Time of day data show that peak parking demand for general office and commercial land uses occurs when parking demand for residential land uses is lowest during a typical weekday. Based on this data, Hales Engineering recommends that the guest residential parking be shared with the general office and commercial parking spaces.
- It is recommended that parking be monitored by the management company and that no subletting of apartments occur on-site, and that one parking space per unit be bundled with the rental unit and that all other stalls are shared.
- At least 33 parking spaces near the commercial / office building should be posted and vacated by tenants and guests between 7:00 am and 6:00 pm, leaving stalls open for these uses.

# APPENDIX A

## Site Plan



<b>SITE LABELATION</b>	10 UNITS	48.4%
1-BED APTS	120 UNITS	44.5%
2-BED APTS	10 UNITS	7.3%
3-BED APTS	0 UNITS	0.0%
TOTAL	230 UNITS	
<b>OVERALL SITE AREA</b>	539 ACRES	
<b>SITE DENSITY</b>	43.0 UNITS / ACRE	
<b>LANDSCAPE AREA</b>	138 ACRES	
<b>PERCENT LANDSCAPE</b>	25.4%	
<b>PARKING PROVIDED</b>		
• podium parking	74 stalls	
• carport parking	72 stalls	
• surface parking	259 stalls	
total parking	395 stalls	
<b>PARKING RATIO</b>	1.80 STALLS / UNIT	
<b>COMMERCIAL PAD</b>	9,400 SF	
1 / 200 - 47 stalls required		
1 / 100 - 94 stalls required		

PARKING REQUIRED:	COVERED	UNCOVERED	TOTAL
1-BED (100)	10	60	70
2-BED (100)	10	55	65
3-BED (10)	10	3	13
GUEST (24)	10	6	16
RETAIL (24)	10	6	16
AMENITIES for shared retail w/ guests	10	47	57
TOTAL	246	210	456
PROVIDED:	246	210	456

BUILDING 'B'  
4-STORIES 66 UNITS  
1-PODIUM - 92 STALLS

BUILDING 'C'  
4-STORIES 88 UNITS  
1-PODIUM - 92 STALLS

BUILDING 'A'  
5-STORIES 110 UNITS  
1-PODIUM - 70 STALLS



SITE PLAN - SCHEME 246

SCALE: 1" = 40'-0"



## NORTH SALT LAKE ENGINEERING

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10 East Center Street  
North Salt Lake, Utah  
84054  
(801) 335-8723  
Paulo@nslcity.org

LEONARD ARAVE  
Mayor

PAUL OTTOSON, PE  
City Engineer

### MEMORANDUM

To: Honorable Mayor & City Council  
From: Paul Ottoson  
Date: May 18, 2021  
Subject: Miscellaneous Street Preservations – June 2021

### RECOMMENDATION

City staff recommends awarding a contract to Holbrook Asphalt Co. for “Miscellaneous Street Preservations - June 2021” for the price of \$278,500.00.

### BACKGROUND

This is the City’s annual street preservation project and it follows the list presented by Jon Rueckert at the last city council meeting. This project did not go out for bid since the materials used are a sole source product manufactured, sold, distributed, and installed exclusively under the direction of Holbrook Asphalt. The project consists of installing Bonded Matrix Overlay on sections of Orchard Drive and Eagleridge Drive (see attached map). The City has used Holbrook Asphalt on many streets over the years and has been very pleased with the company and the product.

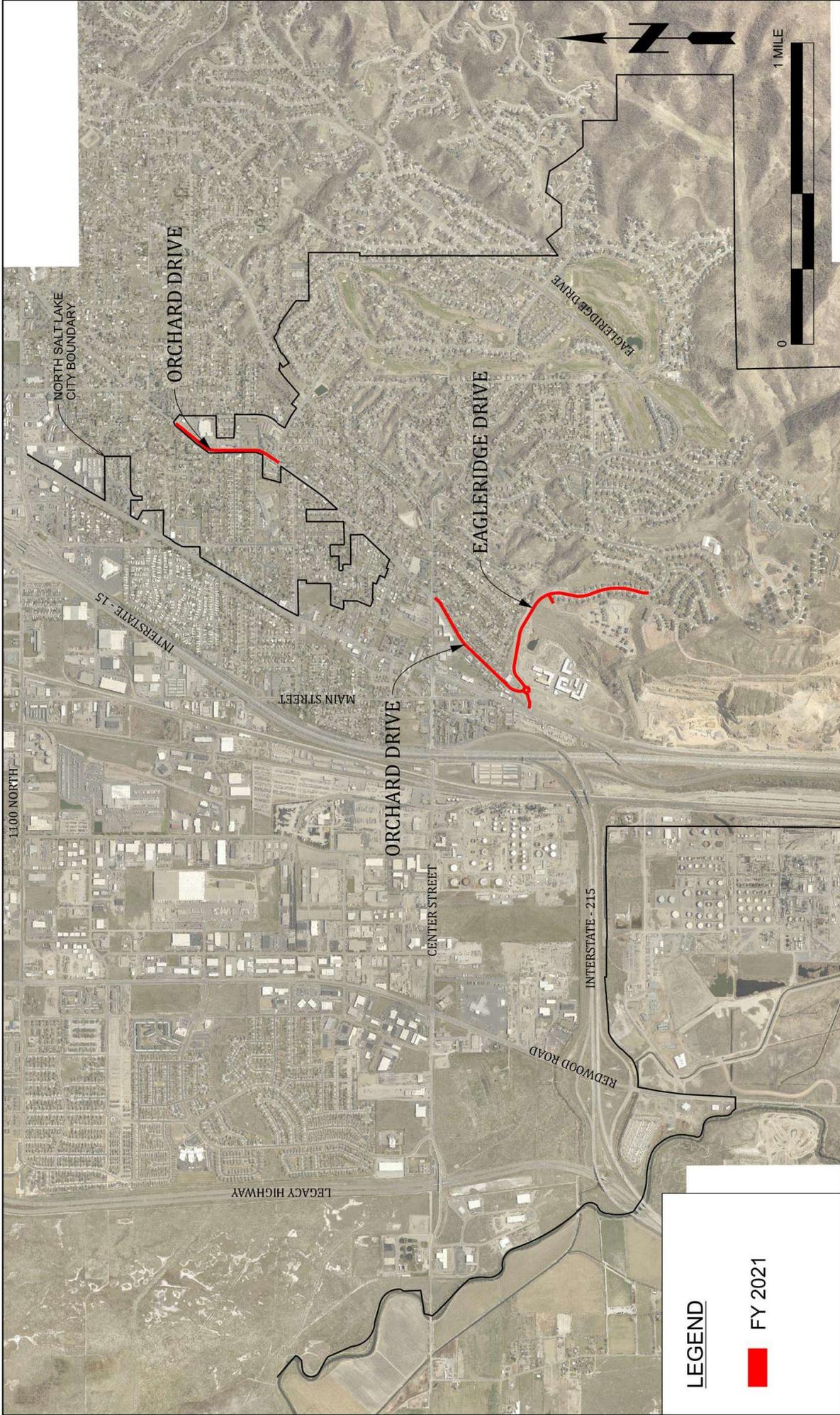
The streets to receive bonded matrix overlay are:

1. Orchard Drive from Eagleridge Drive to Center Street
2. Orchard Drive from Eaglewood Drive to the City’s North Limit Line
3. Eagleridge Drive from US-89 to Edgewood Drive

The budget for this project is \$278,500.63.

### RECOMMENDATION

I recommend awarding the “Miscellaneous Street Preservations – June 2021” project to Holbrook Asphalt for the price of \$278,500.00.



REVISION	DATE	BY	DESCRIPTION

DESIGN	G.M.K.
DRAWN	G.M.K.
CHECKED	P.J.O.
DATE	MAY 2021
F.B. NO.	
P.C. NO.	

	CITY OF NORTH SALT LAKE
	10 East Center Street North Salt Lake, UT 84054 (801) 338-9700

SHEET	1
OF	1
PROJECT NO.	21-002

# STREET PRESERVATIONS

# BONDED MATRIX OVERLAY

**LEGEND**

FY 2021