



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA MARCH 19, 2024

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **March 19, 2024** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm followed by the regular session at 7:00 pm in the Council Chambers.

Meetings of the City Council may be conducted via electronic means pursuant to Utah Code Ann. §52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted in accordance with the City's Electronic Meetings Policy.

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. Report from Horrocks Engineers on the Proposed 1100 North Bridge Project
2. Report on Park Fees for City Pavilions
3. Adjourn

REGULAR SESSION – 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Councilmember Lisa Watts Baskin
3. Citizen Comment
4. Public Hearing and Consideration of Resolution 2024-07R: A Resolution Approving Budget Amendments for Fiscal Year 2023-2024
5. Public Hearing and Consideration of Resolution 2024-08R: A Resolution Approving a Real Estate Purchase Contract for Property Located at 85 West 150 North
6. Consideration of Resolution 2024-09A: A Resolution Approving an Agreement with Gateway Park for Use of Golf Course Property During the Winter Season
7. Annual Report from the Parks Trails Arts and Recreation Advisory Board
8. Annual Report from Health and Wellness Committee
9. Consideration of Purchase of Police Department Two-Way Radios for an Amount of \$54,825.06
10. Consideration of Resolution 2024-10R: A Resolution Authorizing the Surplus of Property
11. Consideration of Resolution 2024-11R: A Resolution Authorizing an Interlocal Agreement with Woods Cross for the Dog Park Located at Approximately 2450 South 2250 West in Woods Cross

12. Approval of City Council Minutes of March 6, 2024
13. Action Items
14. Council Reports
15. City Attorney Report
16. Mayor’s Report
17. City Manager Report
18. Adjourn

CLOSED SESSION

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

City Council meetings are open to the public. If you need special accommodation to participate in the meeting, please call (801) 335-8709 with at least 24 hours’ notice. This meeting will be broadcast live through the City’s YouTube channel: <https://www.youtube.com/@nslutah4909/streams>

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, certify that copies of the agenda for the City Council meeting to be held March 19, 2024 were posted on the Utah Public Notice Website: <https://www.utah.gov/pmn/>, City’s Website: <https://www.nslcity.org>, and at City Hall: 10 E. Center St. North Salt Lake.

Date Posted: March 18, 2024



Wendy Page, City Recorder



Summary Guide of City Council Agenda Items for March 19, 2024

This document is provided as a way to briefly understand the most important content and purposes of the agenda items at the upcoming meeting. It is hoped that this summary guide will assist you as you study in preparation for this meeting.

Work Session Summary – no formal action required.

- a. The work session will include a presentation by Horrocks Engineers and CRS Engineering on the 1100 North bridge project. Council feedback will be appreciated on this item, but no formal action is noticed on the agenda or required.
- b. There will also be a presentation by Jon Rueckert reporting back on pavilion rental fees and deposits in City Parks. There is a background memo on this, but no action is required.

Item #4: Public Hearing & Action on Proposed Budget Amendment – City Council action required

The following items are proposed for amendment:

1. Increase in interest revenue income and a decrease in development-related revenues;
2. Increase in expenses for City Hall HVAC and Christmas lighting;
3. Increase in development payments and completion of storm drain reimbursement to Compass Development;
4. Decrease in scope of work for 400 West project and deferral of a snow plow purchase to FY25.

Item #5: Public Hearing and Action on Proposed Property Acquisition for Hatch Park – City Council action required

- a. This item includes a required public hearing after which Council may act on resolution to purchase property at 85 West 150 North.
- b. Contract has been signed and purchase price is \$390,000 as discussed in closed session.

Item #6: Agreement with Gateway Parks for winter use of golf course – City Council action required

- a. Agreement allows for winter use of golf course for sledding, tubing and other winter activities in the driving range area of the Course.
- b. Revenue sharing is proposed at 3% of Gateway Revenues (to City) and 10% of City winter Food and Beverage revenues (to Gateway) with several carve outs for City events.
- c. Allows an area for free public use of the golf course for winter activities.
- d. This proposal has been recommended by the City's Golf Committee.

Items #7 & 8: Committee Annual Reports – No Council action required

- a. Annual reports from PTAR and H & W Committees

Item #9: Purchase of Police Radios – City Council action required

- a. City staff will present purchase information about required radios in order to be part of the UCAN system (statewide communications).
- b. City received some grant revenues (\$27,000), but will be spending additional funds to acquire needed radios (\$54,825).

Item #10: Resolution authorizing declaration of surplus property for specific police radios – City Council action required

- a. This item will allow for the disposal of certain police radios that will no longer work on the new statewide UCAN system.

Item #11: Resolution approving agreement with Woods Cross for cost sharing in dog park project – City Council action required

- a. This item describes the terms of the agreement between the two cities which is a 50/50 cost sharing of all project costs, including long-term and ongoing maintenance obligations.
- b. Park will be located on UDOT property on the border (but in Woods Cross) between the two cities and just north of the west field at Legacy Park.
- c. Woods Cross is acting on this agreement also on March 19, 2024.



Date: February 27, 2024

To: Ken Leetham

Cc: Lee Cabell

From: Darren Eyre

Re: NSL 1100 North Grade Separation Project – Railroad Realignment and Roadway Redesign Analysis

North Salt Lake City (NSL) has been investigating options to widen 1100 North (NSL) / 2600 South (Woods Cross) and install a grade separation over UPRR's and UTA's mainlines. During the study process, it was discovered that widening the roadway over the Woods Cross Industrial lead (western railroad corridor) and installing a grade separation over the mainline tracks (eastern railroad corridor) would adversely affect the at-grade crossing on the industrial lead. UPRR suggested installing a grade-separated viaduct over both the mainline and industrial lead. This would be very costly so the City asked the project team to investigate if a feasible option can be found to relocate the industrial lead or modify the roadway design in a manner that could provide a solution to install a grade separation over just the mainline.

Preliminary analysis was performed to determine if the industrial lead could be realigned or if a bypass track could be installed to route trains in a location that would avoid the at-grade crossing. Moving the industrial lead was deemed unfeasible due to operating limitations, the large radii needed for railroad curves on industrial leads (764' minimum radius), and the associated impacts to existing rail service, business operations, right of way, utilities, access roads, driveways, and existing infrastructure. A few of these items are explained below.

- Existing rail served industry service – Relocated or bypass track would sever existing rail spurs used to service existing businesses / refineries. The impact from this would be great enough that rail serviceability to the refineries would not be possible to be maintained without full reconstruction of their rail, tanks, pipes and other infrastructure. Besides being extremely costly, it is likely the refineries could not shut down their facilities to accommodate rail, tank, and pipe re-construction.
- Use the existing UPRR mainline as a bypass track – This is not feasible for safety and level of service reasons. UPRR's mainline track operates similar to Interstate-15 (high speed, high volume traffic). UDOT would not allow residential roads to connect directly to I-15 so nearby residents could access their properties more easily, or stop on I-15 to back trailers into driveways from the interstate. This would create significant safety and level of service issues. Similarly, the railroad would not be able to allow a bypass of the industrial lead onto their mainline, or new switching of industries from their mainline.
- Right of way – If a bypass track were installed slightly west of UPRR's mainline to avoid using the mainline, additional right of way would be needed for not just the bypass track, but for a future UPRR mainline to meet the railroad's long term planning standards. There is not enough space between the existing mainline and existing refinery infrastructure for these two tracks. Connector track from the industrial lead to the mainline would also impact several non-rail-served businesses, several of which would not be able to stay in business where they are presently located.
- Overhead and underground utility conflicts – Many utility corridors exist where the new or relocated rail would need to be placed. Because trains have heavier loadings than trucks on underlying soil and utilities, all underground utility lines would need to be protected with steel casings or relocated. Overhead utility lines would similarly need to be raised due to trains being taller than trucks. Besides being costly, it may be very difficult to obtain rights from the utility / easement owners to impact their utility lines with a new rail line.
- At-grade crossings – Depending on where the relocated track would be constructed, it could affect existing roadways and driveways adversely. This could create traffic problems and possibly require new at-grade crossings, which may not be permitted.



In lieu of modifying the rail, a follow-up meeting was held with UP to discuss modifying the current roadway design to find a solution that would allow the existing at-grade crossing of the industrial lead to be maintained. If road widening did not occur and east-west traffic was allowed to flow freely (no east-west traffic lights or stop signs at the intersection of 1100 N and Main Street), safety concerns would be reduced or eliminated. Various roadway options should be evaluated to determine a preferred roadway layout that is compatible for both North Salt Lake and Woods Cross cities. Some of these alternatives could include:

- Main Street / 1100 N intersection grade-separated (Main Street stay at its current elevation).
- Main Street / 1100 N intersection at-grade (Main Street raised to elevation of new 1100 N elevation).
- Shift Main Street further west from current location (recommended to stay at least 250' away from the at-grade crossing).
- Leave Main Street at current location.
- Shift Main Street further east from current location.

A traffic study should be performed to determine what impacts would be created from leaving the roadway one-lane in each direction and controlling Main Street with stop signs for only north-south directions. An important factor for the diagnostic team that reviews railroad crossing safety will be to ensure there is no queuing of vehicles over the crossing from nearby intersections.

The recommended next steps for the grade separation project to progress are:

1. Perform a traffic study to understand the impacts of one-lane in each direction on 1100 North and stop signs for only north-south movements on Main Street.
2. Prepare an updated design for 1100 North, railroad mainline grade-separated crossing, Woods Cross Industrial Lead at-grade crossing, and adjacent roadway tie-ins.
3. Hold a railroad crossing diagnostic meeting.
4. Prepare updated cost estimate and pursue funding opportunities.
5. Proceed with design if funding becomes available.



NORTH SALT LAKE PUBLIC WORKS

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

Brian J. Horrocks
Mayor
Jonathan Rueckert
Public Works Director

TO: Honorable Mayor and City Council
FROM: Jonathan Rueckert, Public Works Director
DATE: March 19, 2024
SUBJECT: Report on Park Cleaning Deposit Fees for City Pavilions

STAFF RECOMMENDATION

Staff suggests cleaning deposits for small pavilions remain the same and suggests reservations for pavilions be limited to an all-day reservation only except at Legacy Park.

BACKGROUND

Last year Council voted to adjust the refundable cleaning deposit from \$200 down to \$50 for small pavilion reservations. Pavilion reservation numbers were compared from the past three years to analyze if pavilion use was affected by refundable cleaning deposit amounts. The data shows that reservations increased by approximately 18% from 2021-2023 as shown below:

2021:	312
2022:	351
2023:	348

During this past season a new record keeping program was used to track maintenance activities related to pavilion reservations. Only a small number of issues related to pavilion cleanliness were attributed to reservations and two cleaning deposit's were retained for messes left. Staff is suggesting the cleaning deposit for small pavilions remain the same and will continue monitoring and recommend adjustments in the future as needed.

Other data collected from this past year analyzed reservations in both morning and afternoon time blocks at each pavilion. These were primarily on Saturday's and Sunday's and occurred 46 times. Most morning and afternoon reservations requests occurred at Legacy Park. The pavilion nearest the splash pad was reserved twice-daily 24 times. This accounts for more than half twice-daily reservations in total for all reservable pavilions throughout the city. These afternoon reservations have become problematic due primarily, but not completely, to the following reasons:

- People stating later or coming earlier than allotted reservation time.
- Non-Paying Customers occupying pavilions during the cleaning period.
- Time needed to clean pavilions at each park exceeds 2-hour cleaning window.

BACKGROUND CONTINUED

Standard operating procedures for cleaning pavilions take about 20 minutes to complete. With 8 separate pavilions this exceeds the two hour cleaning window by 40 minutes. This cleaning time doesn't account for travel time between locations or time needed for cleaning and attending to restrooms or other daily maintenance such as checking chemical levels at the Splash Pad. Parks employees reported many times that patrons stayed late during morning block reservations and/or came early for afternoon block times. They also reported conflicts with Non-Paying Customers occupying and refusing to vacate pavilions in a timely manner so they could clean before the next reservation. Most incidents at the parks happen on the weekend, compounding time needed to address items related to pavilion cleaning and other issues in the parks, has made cleaning before afternoon reservations extremely difficult.

Staff suggests reservations for pavilions be limited to one all-day reservation except at Legacy Park. Data showed that most requests for twice-daily reservations were at this park and the proximity of these three pavilions make an afternoon cleaning more feasible. Adopting this suggestion would require a change to the Comprehensive Fee Schedule.

POSSIBLE MOTION

No action is required from the City Council at this time. Staff will prepare an addendum to section 9.2 of the City's Consolidated Fee Schedule for Park Bowery Reservations for adoption at a later council meeting.

PAVILION RESERVATION FEES (CURRENT)

9.2 Park Bowery Reservations					
		Weekday Rates (M-Th)		Weekend Rates (F-Sun & Holidays)	
Location	Time	Resident	Non-Resident	Resident	Non-Resident
Legacy Park #1 Large Pavilion East side	10:00-2:00/4:00-8:00	100.00	150.00	120.00	200.00
	ALL DAY (10:00-8:00)	200.00	300.00	240.00	400.00
Legacy Park #2 Near Splash Pad Middle	10:00-2:00/4:00-8:00	50.00	60.00	60.00	70.00
	ALL DAY (10:00-8:00)	100.00	120.00	120.00	140.00
Legacy Park #3 Near Basketball courts West side	10:00-2:00/4:00-8:00	50.00	60.00	60.00	70.00
	ALL DAY (10:00-8:00)	100.00	120.00	120.00	140.00
Foxhollow Park	10:00-2:00/4:00-8:00	25.00	50.00	35.00	55.00
	ALL DAY (10:00-8:00)	35.00	70.00	70.00	100.00
Hatch Park #1 Pavilion South side	10:00-2:00/4:00-8:00	25.00	50.00	35.00	55.00
	ALL DAY (10:00-8:00)	35.00	70.00	70.00	100.00
Hatch Park #2 Pavilion North Side	10:00-2:00/4:00-8:00	15.00	25.00	20.00	40.00
	ALL DAY (10:00-8:00)	30.00	55.00	35.00	75.00
Wild Rose Trail head park	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00
Tunnel Springs Pavilion North End	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00
Veteran's Memorial Amphitheater	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00

*A refundable cleaning deposit is required for all park reservations.

Small Pavilion \$50; Large Pavilion \$200



CITY OF NORTH SALT LAKE FINANCE DEPARTMENT

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

Brian J. Horrocks
Mayor

Heidi Voordeckers
Finance Director

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Heidi Voordeckers, Finance Director

DATE: March 19, 2024

SUBJECT: Consideration of Resolution 2024-07R, A Resolution approving and adopting amendments to the fiscal year 2023~2024 General Fund, Redevelopment Agency Funds, Housing Fund, Debt Service Fund, Capital Projects Fund, Park Development Fund, Roadway Development Fund, Water Fund, Storm Utility Fund, and Fleet Fund Budgets

RECOMMENDATION

Staff recommends the City Council approve Resolution 2024-07R, authorizing amendments to the fiscal year 2023-2024 budget.

BACKGROUND

Pursuant UCA 10-6-127 and 10-6-128, municipal budgets may be modified by resolution of the City Council up until the final day of the fiscal year. Amendments incorporating increases in expenditures/appropriations require that a public hearing be held prior to resolution adoption. All budget appropriations lapse at the end of the fiscal year, except for appropriations for Capital Projects, which may be transferred to the new budget year.

REVIEW

The requested budget changes include adjustments to revenues related to interest earnings and impact fees, as well as new, amended, and deferred expenditure requests, as detailed below:

Fund-Wide Revenue Adjustments

- Increase in Interest Income: \$1,745,500
- Decrease in Development Income: (\$509,900)

New and Increased Expenditures:

- Increase in general contracted services for Administration Building: (\$80,000)
 - Original budget did not account for cost of Christmas light hanging and removal (\$20,777) as well as over \$90,000 in HVAC maintenance and repair.

New and Increased Expenditures (Cont.)

- Increase in Development Payments: (\$32,000)
 - Conclusion of storm utility impact fee sharing agreement with Compass Development.
- Increase in Parks Capital Projects for Dog Park: (\$246,500 less 50% cost sharing agreement)

Decrease in Capital Spending

- Decrease in Scope of 400 W Project: \$3,257,670
- Defer Snow Plow Purchase to FY 2025 Budget: \$65,000

The total requested amendments represent a net increase to fund balance totaling \$4,323,020. Additional details related to the budget amendment may be found in the tables listed in the budget amendment resolution as well as the attached Exhibit A.

POSSIBLE MOTION

I move the City Council approve Resolution 2024-07R: A Resolution Adopting an Amendment to adjust the Fiscal Year 2023~2024 General Fund, Redevelopment Agency Funds, Housing Fund, Debt Service Fund, Capital Projects Fund, Park Development Fund, Roadway Development Fund, Water Fund, Storm Utility Fund, and Fleet Fund Budgets.

Attachments

- 1) Resolution 2024-07R
- 2) Resolution 2024-07R, Exhibit A

RESOLUTION NO. 2024-07R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE APPROVING AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2023~2024 GENERAL FUND, REDEVELOPMENT FUNDS, HOUSING FUND, DEBT SERVICE FUND, CAPITAL PROJECTS FUND, PARK DEVELOPMENT FUND, ROADWAY DEVELOPMENT FUND, WATER FUND, STORM UTILITY FUND, AND FLEET FUND BUDGETS

WHEREAS, the City of North Salt Lake has considered the adoption of an amendment to increase the 2023~2024 budgets for the General Fund, Redevelopment Agency Funds, Housing Fund, Debt Service Fund, Capital Projects Fund, Park Development Fund, Roadway Development Fund, Water Fund, Storm Utility Fund, and Fleet Fund and finds that it is in the best interest of the citizens and the City as a whole to adopt the aforesaid budgets; and

WHEREAS, a public hearing was properly noticed and held on Tuesday March 19, 2024 for public comment concerning the adoption of said budgets; and

WHEREAS, such action is authorized by statute.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Salt Lake, Utah that the amendments as set forth in Exhibit “A” which is attached hereto and incorporated herein by this reference, are hereby authorized and approved as follows:

By Amendment Type:	Increase/(Decrease) in CITY-WIDE Fund Balance
Increase in Projected Revenues: Interest Income	\$1,745,500
Decrease in Projected Revenues: Impact Fee/Development Income	(\$509,900)
Increase in Operating Expenditures: Admin Bldg, Dev Agreement	(\$112,000)
Increase in Capital Expenditure: Dog Park	(\$123,250)
Decrease in Capital Expenditures: 400 W and Snow Plow	\$3,322,670
Total Fund Balance Increase/(Decrease)	\$4,323,020

By Fund:	Increase/(Decrease) in Fund Balance
General Fund	(\$154,000)
Redevelopment Agency Funds	\$233,000
Housing Fund	\$33,000
Debt Service Fund	\$585,000
Capital Projects Fund	\$300,000
Park Development Fund	(\$132,650)
Roadway Development Fund	\$1,642,500
Water Fund	\$1,733,670
Storm Utility Fund	(\$15,500)
Fleet Fund	\$98,000
Total Fund Balance Increase/(Decrease)	\$4,323,020

Immediately after its adoption, this resolution shall be signed by the appropriate officers of the City of North Salt Lake, shall be recorded in the official records of the City of North Salt Lake, and shall take immediate effect.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 19th day of March 2024.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

WENDY PAGE

City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____

Council Member Clayton _____

Council Member Jackson _____

Council Member Knowlton _____

Council Member Van Langeveld _____

EXHIBIT A
BUDGET AMENDMENT HEARING - March 19, 2024

FUND/DEPT	ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	BUDGET ADJUSTMENT	TOTAL BUDGET	REASON
FUND 10 - GENERAL FUND						
Admin Bldg	10-1140-42000	GENERAL & CONTRACTED SERVICES	85,000	80,000	165,000	INCREASE IN EXPENSE FOR HVAC MAINT AND CHRISTMAS LIGHTING
Planning	10-1034-34205	PLAN CHECK	(170,000)	73,000	(97,000)	DECREASE FOR UPDATED PROJECTIONS
Planning	10-1034-34208	PERMIT FEE - INSPECTION	(345,000)	161,000	(184,000)	DECREASE FOR UPDATED PROJECTIONS
Admin	10-1037-36100	INTEREST EARNINGS	(90,000)	(160,000)	(250,000)	INCREASE FOR UPDATED PROJECTIONS
				(154,000)		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 21 - REDEVELOPMENT - REDWOOD RD						
	21-5071-36100	INTEREST EARNINGS	(50,000)	(200,000)	(250,000)	INCREASE FOR UPDATED PROJECTIONS
				200,000		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 25 - REDEVELOPMENT AGENCY						
	25-5071-36100	INTEREST EARNINGS	(7,000)	(33,000)	(40,000)	INCREASE FOR UPDATED PROJECTIONS
				33,000		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 27 - HOUSING						
	27-5021-36101	INTEREST EARNINGS RESTRICTED	(3,000)	(33,000)	(36,000)	INCREASE FOR UPDATED PROJECTIONS
				33,000		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 32 - DEBT SERVICE FUND						
	32-5322-36100	INTEREST EARNINGS	(300,000)	(585,000)	(885,000)	INCREASE FOR UPDATED PROJECTIONS
				585,000		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 40 - CAPITAL IMPROVEMENT FUND						
	40-3042-36100	INTEREST EARNINGS	(132,000)	(300,000)	(432,000)	INCREASE FOR UPDATED PROJECTIONS
				300,000		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 41 - PARK DEVELOPMENT FEES FUND						
	41-5301-34701	IMPACT PARK	(96,600)	54,400	(42,200)	DECREASE FOR UPDATED PROJECTIONS
	41-5301-36100	INTEREST EARNINGS	(1,500)	(45,000)	(46,500)	INCREASE FOR UPDATED PROJECTIONS
	41-5301-36700	CONTRIBUTIONS	-	(123,250)	(123,250)	ANTICIPATED COST-SHARING FOR DOG PARK
	41-5356-52229	DOG PARK	-	246,500	246,500	ADD DOG PARK CAPITAL PROJECT
				(132,650)		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 44 - ROADWAY DEVELOPMENT FUND						
	44-3502-34701	IMPACT ROAD	(81,630)	44,000	(37,630)	DECREASE FOR UPDATED PROJECTIONS
	44-3502-36100	INTEREST EARNINGS	(70,500)	(145,500)	(216,000)	INCREASE IN UPDATED PROJECTIONS
	44-3502-36101	INTEREST EARNINGS RESTRICTED	(55,000)	(141,000)	(196,000)	INCREASE IN UPDATED PROJECTIONS
	44-3505-52144	400 WEST STR RECONSTRUCTION	1,450,000	(1,400,000)	50,000	REDUCE FOR CHANGE IN PROJECT SCOPE
				1,642,500		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 51 - WATER						
	51-3902-34701	IMPACT WATER	(273,000)	148,000	(125,000)	DECREASE FOR UPDATED PROJECTIONS
	51-3902-36101	INTEREST EARNINGS RESTRICTED	(21,500)	(24,000)	(45,500)	INCREASE FOR UPDATED PROJECTIONS
	51-3905-52315	400 W (500 N to 1100 N)	847,670	(597,670)	250,000	REDUCE FOR CHANGE IN PROJECT SCOPE
	51-3906-52315	400 W WL - CTR TO 500 N	1,260,000	(1,260,000)	-	REMOVE FOR CHANGE IN PROJECT SCOPE
				1,733,670		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 53 - STORM UTILITY FUND						
	53-3112-34701	IMPACT STORM WATER	(79,500)	29,500	(50,000)	DECREASE FOR UPDATED PROJECTIONS

EXHIBIT A
BUDGET AMENDMENT HEARING - March 19, 2024

FUND/DEPT	ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	BUDGET ADJUSTMENT	TOTAL BUDGET	REASON
	53-3112-36100	INTEREST EARNINGS	(3,500)	(46,000)	(49,500)	INCREASE FOR UPDATED PROJECTIONS
	53-3118-47010	PRINCIPAL-DEVELOPER REIMBURSE	20,000	32,000	52,000	ADJUST FOR FINAL PAYMENT
				(15,500)		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 61 - FLEET						
	61-1152-37200	PROCEEDS FROM BORROWING	(375,000)	375,000	-	REALLOCATE IN NEW FISCAL YEAR
	61-1158-47016	LEASE PAYMENT	65,000	(65,000)	-	REALLOCATE IN NEW FISCAL YEAR
	61-1158-48502	VEHICLES	822,900	(375,000)	447,900	REALLOCATE IN NEW FISCAL YEAR
	61-1152-36100	INTEREST EARNINGS	(15,000)	(33,000)	(48,000)	INCREASE FOR UPDATED PROJECTIONS
				98,000		NET INCREASE/(DECREASE) IN FUND BALANCE
TOTAL ALL FUNDS				4,323,020		NET INCREASE/(DECREASE) IN FUND BALANCE



CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: March 19, 2024

SUBJECT: Public Hearing and Consideration of Resolution 2024-08R: A Resolution Approving a Real Estate Purchase Contract for Property Located at 85 West 150 North

RECOMMENDATION

I recommend approval of Resolution 2024-08R: A Resolution Approving a Real Estate Purchase Contract for Property Located at 85 West 150 North.

BACKGROUND

The City Council is required to conduct a public hearing on this item prior to taking action. After the public hearing, the Council may take action on the attached resolution which approves the purchase of property at 85 West 150 North Street. The purpose of this acquisition is to allow for the planned expansion of Hatch Park as contemplated in the attached approved Conceptual Plan for the park.

Staff recently met with the owner of this property and negotiated a purchase price that was acceptable to the owner. City Council reviewed the contract and information related to this transaction in an authorized closed meeting. Since that time, the City and the property owner have signed the attached agreement subject to the approval of the City Council.

This property is one of two remaining properties to be acquired in the Hatch Park expansion and renovation project. The proposed sales price for this property is significantly less than the budgeted amount. That budgeted amount was estimated to cover a worst-case scenario and was done approximately one year ago when it was unknown what the values for the two remaining properties might be.

PROPOSED MOTION

I move that the City Council approve Resolution 2024-08R: A Resolution Approving a Real Estate Purchase Contract for Property Located at 85 West 150 North.



RESOLUTION NO. 2024-08R

**A RESOLUTION OF THE GOVERNING BODY OF THE
CITY OF NORTH SALT LAKE APPROVING A REAL
ESTATE PURCHASE CONTRACT FOR PROPERTY
LOCATED AT 85 WEST 150 NORTH**

WHEREAS, the City of North Salt Lake has adopted in its master plans the expansion and renovation of Hatch Park in the City’s Town Center; and

WHEREAS, in order to effectuate the expansion and renovation of Hatch Park, the City has acquired several residential properties on Main Street and 150 North Street; and

WHEREAS, the City has not yet acquired the property at 85 West and 150 North, but has endeavored to do so in order to complete the planned Hatch Park project; and

WHEREAS, the Governing Body of the City of North Salt Lake finds that the proposed purchase of the subject property is in the public’s best interest and provides an enhanced quality of life and improvement to the collective health and general welfare of the citizens of the City.

NOW, THEREFORE, BE IS RESOLVED by the City Council of the City of North Salt Lake that attached Real Estate Purchase Contract (Exhibit A) for the acquisition of property located at 85 West 150 North is hereby approved.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 19th day of March, 2024.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

WENDY PAGE

City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____

Council Member Clayton _____

Council Member Jackson _____

Council Member Knowlton _____

Council Member Van Langeveld _____

RESOLUTION 2024-08R: EXHIBIT A

REAL ESTATE PURCHASE AGREEMENT

AGR 2024-05A

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the 12th day of March 2024, by and between Scott Wilson, as Seller, and The City of North Salt Lake, a Utah Municipal Corporation, as Buyer.

1. Purchase and Sale of Property. Buyer hereby agrees to purchase and Seller hereby agrees to sell that certain improved real property located generally at 85 West 150 North consisting of approximately 0.248 acres of property in North Salt Lake, Utah, as more particularly described in Exhibit "A" attached hereto (the "Property"), on the terms and conditions set forth in this Agreement.

2. Purchase Price. The Purchase Price for the Property is \$390,000.00 all of which shall be paid on closing.

3. Additional Consideration.

Sale is contingent on approval from the North Salt Lake City Council via Resolution.

Buyer agrees to sign a lease with Scott Wilson and Sherrie Jordan on a month-to-month basis, at no cost to Seller with the exception of all utilities, and not to extend past June 30, 2024. Buyer shall not be responsible for any home repairs or property maintenance that may be needed during the period of the lease.

Seller must vacate the property, including all belongings, before July 1, 2024. Buyer agrees to facilitate the use of a dumpster at the home for Seller prior to moving out, at Buyer's cost. Seller shall give 30 days' notice for intent to vacate the property.

Seller may retain the following items that would typically be sold with the property: two refrigerators, three ceiling fans, one washer, one dryer, one garage door opener, and one thermostat.

4. Non-Contingent Transaction. Except as otherwise specifically set forth in this Agreement, the purchase of the Property by Buyer is not conditioned or contingent upon Buyer's approval of any inspection, test or evaluation of the Property, any appraisal or other report concerning the Property, any governmental approval relating to the Property, or any act or event under the control of any third party.

5. Closing and Closing Costs. This transaction shall be closed on April 10, 2024 (the "Closing" or the "Closing Date"), through First American Title Company, (the "Closing Office"). Upon demand, Buyer and Seller shall deposit with the closing office all documents necessary to complete the purchase and sale of the subject property in accordance with this Agreement. Closing shall occur when: Buyer and Seller have signed and delivered to each other all documents required by this Agreement; the monies required to be paid under this Agreement have been delivered to the closing office in the form of wire transfer; and all required documents have been recorded. Buyer shall pay

any fee charged by the Closing Office to act as escrow holder for this transaction. Real estate taxes and utility fees shall be prorated through the Closing Date. Buyer shall pay such other closing costs, such as recording fees, as is customary in Davis County, Utah, for real estate transactions.

6. Representations and Warranties.

(a) Seller hereby represents and warrant, as follows:

- (i) Seller has full power and authority to execute and deliver this Agreement and to sell the Property to Buyer on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Seller have full power and authority to bind Seller to the terms of this Agreement.
- (ii) Seller has fee title to the subject property and will convey good and marketable title to Buyer at the Closing by General Warranty Deed free of all liens, encumbrances and restrictions.

(b) Buyer represents and warrants that Buyer has full power and authority to execute and deliver this Agreement and to purchase the Property from Seller on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Buyer have full power and authority to bind Buyer to the terms of this Agreement.

7. Unavoidable Delay; Time is of the Essence. In the event that this sale cannot be closed by the Closing Date, or any act performed within the time period provided herein, solely due to the interruption of transport, strikes, fire, flood, extreme weather, government regulations, acts of God, or similar occurrences beyond the control of Buyer and Seller, then the Closing Date or such other time period provided herein shall be extended beyond the cessation of such condition, but in no event by more than three (3) days of such cessation. Thereafter, time is of the essence. Other than as stated in this paragraph, all extensions of time must be agreed to in writing by the parties.

8. Possession. Seller shall deliver possession of the Property immediately upon vacation of the property, but no later than July 1, 2024 unless otherwise specifically agreed in writing.

9. Right of Entry. Buyer shall have the right to enter and inspect the Property, prior to the closing, only by appointment and agreement with the Seller.

10. Complete Agreement - No Oral Agreements. This Agreement constitutes the complete and entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreement between the parties. There are no oral agreements which modify or affect this Agreement. This Agreement cannot be changed, altered, modified or amended except by mutual written agreement of the parties.

11. Agreement Not Assignable By Buyer. Buyer shall have no right to assign its rights or duties under this Agreement without the prior written consent of Seller first had and obtained. Any attempted assignment by Buyer shall render this Agreement void.

12. No Brokerage. Neither Buyer nor Seller are represented by a real estate broker in this transaction and each party agrees to indemnify and hold harmless the other from any claims, cost and expense, including attorney's fees, made through such party against the other for a real estate brokerage commission or other fee related to this transaction.

13. Notices. All notices under this Agreement shall either hand delivered or be sent by certified mail, return receipt requested, addressed as follows:

If to Buyer: City Manager
City of North Salt Lake
10 East Center Street
North Salt Lake, Utah 84054

If to Seller: Scott Wilson
85 West 150 North
North Salt Lake, Utah 84054

14. Default: Attorney's Fees. Both parties agree that should either party default in any of the covenants and agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing or terminating this Agreement, or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without regard to its conflicts of laws provisions.

16. Survival. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement shall survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant to this Agreement.

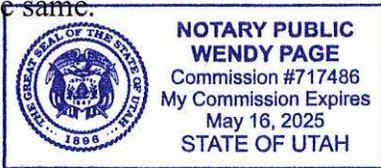
Executed by Buyer and Seller as of the date first above written.

Seller

Scott Wilson

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the 12th day of March, 2024, personally appeared before me Scott Wilson, the signer(s) of this instrument, who duly acknowledged to me that they executed the same.



Wendy Page
NOTARY PUBLIC



CITY OF NORTH SALT LAKE

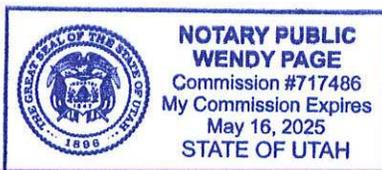
Ken Leetham
BY ITS MANAGER

Attest:

Sherrie Pace
DEPUTY RECORDER

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the 12th day of March, 2024, personally appeared before me Ken Leetham, the Manager of the City of North Salt Lake, and Sherrie Pace, the Deputy Recorder, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Wendy Page
NOTARY PUBLIC

EXHIBIT "A"

Davis County Serial Number: 01-082-0046

Legal Description:

BEG ON THE S LINE OF A STR AT A PT 3060.9 FT W & 747.1 FT N & N 0°29' W 174 FT ALG THE W LINE OF A RD AND W 395 FT FR THE S 1/4 COR OF SEC 1-T1N-R1W, SLM; IN TH TOWN OF NORTH SALT LAKE AND RUN TH W 62 FT ALG THE S LINE OF SD STR; TH S 174 FT; TH E 62 FT; TH N 174 FT TO THE POB. CONT. 0.248 ACRES.



CITY OF NORTH SALT LAKE

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

Brian Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tyler Abegglen, Eaglewood General Manager

DATE: March 19, 2024

SUBJECT: Gateway Parks – Eaglewood Golf Course – Tubing/Winter Operation

RECOMMENDATION

Staff recommends entering into an agreement with Gateway Parks for a tubing/winter operation at Eaglewood Golf Course.

BACKGROUND

Eaglewood staff inquired with Gateway Parks to operate a tubing operation during the winter months. Gateway Parks operates several winter activities sites in Idaho and a new operation in Spanish Fork, UT. The following are some highlighted bullet points from the proposed agreement:

- 1 Year Agreement
- Tubing Operation from November 15th to March 1st (7 Days a Week – 9:00 am to 9:00 pm)
- Gateway Parks Accepts all Liability for the Tubing/Winter Operations
- Gateway Parks will be Metered and Charged for Utilities as Part of the Operation
- Profit Share to the Golf Course of 3% of Gateway Parks Gross Receipts
- Profit Share to Gateway Parks from Food and Beverage (F&B) of 10% of Gross Receipts
- F&B Gross Receipts Would Exclude Catering, Employee Purchases, Golf Simulators Sales
- A Section of the Driving Range (Southeast Corner) Will Still Allow for Public Sledding

PROPOSED MOTION

I move that the City Council approve Resolution No. 2024-09R: A resolution approving an agreement between the City of North Salt Lake and Gateway Parks.

RESOLUTION NO. 2024-09R

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
GATEWAY PARK FOR USE OF EAGLEWOOD GOLF
COURSE PROPERTY DURING THE WINTER SEASON**

WHEREAS, the City of North Salt Lake is desirous to enter into a use agreement for the Eaglewood Golf Course property during the winter months in order to allow for public use of the course for winter snow events; and

WHEREAS, the City of North Salt Lake and Gateway Parks wish to memorialize the terms and provisions of their mutual understandings and obligations through written agreement.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of North Salt Lake as follows:

Section 1. The City of North Salt Lake approves the attached agreement with Gateway Park for use of Eaglewood Golf Course property during the winter season as outlined in the attached agreement and hereby authorizes the City Manager to execute said agreement.

Section 2. Effective Date. This resolution shall become effective immediately.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 19th day of March, 2024.

CITY OF NORTH SALT LAKE
By:

BRIAN J. HORROCKS
Mayor

ATTEST:

WENDY PAGE
City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____
Council Member Clayton _____
Council Member Jackson _____
Council Member Knowlton _____
Council Member Van Langeveld _____

AGREEMENT BETWEEN THE CITY OF NORTH SALT LAKE AND GATEWAY PARKS

This Agreement is made and entered into on _____, by and between the City of North Salt Lake (Eaglewood), hereinafter referred to as the "Owner," and Gateway Parks, hereinafter referred to as the "Operator."

WHEREAS, the City of North Salt Lake and Gateway Parks are desirous to enter into a use agreement for the Eaglewood Golf Course property during the winter months in order to allow for public use of the course for winter snow events; and

WHEREAS, both parties wish to memorialize the terms and provisions of their mutual understandings and obligations and have determined that a written agreement is the best way to proceed in order to effectuate their desire to provide the services contemplated in this Agreement.

NOW THEREFORE, the City of North Salt Lake and Gateway Parks hereby agree as follows:

ARTICLE I - TERM

1.1 Contract Term: The contract between Gateway Parks and the City of North Salt Lake shall be an initial term of 1 year from the Effective Date, commencing each operating season on July 1st through June 30th. The operational season will coincide with the Fiscal Year operations of the City and Eaglewood.

ARTICLE II - OPERATING SEASON

2.1 Operating Season: The tubing operation at Eaglewood shall commence each year on November 15th and conclude on February 28th. It is intended that the tubing operation will be located on Holes 8, 9, and 10 of the Golf Course with Operator's structure to be located generally in the area of the Driving Range, all as shown on Exhibit A, attached hereto and incorporated herein by reference. Operations shall be conducted in accordance with Exhibit B, attached hereto and incorporated herein by reference.

2.2 Golf Course Clearing: The golf course and hole #9 shall be cleared and ready for play by March 1st each year, provided that the rest of the golf course is playable. Clearance may be extended through the snow season if the Owner determines that the snow pack on the golf course allows for continued use by the Operator and course remains closed.

2.3 Structure Removal: The Gateway Park structure shall be removed from the driving range by March 15th to allow for maintenance and the driving range to operate. Consistent with Paragraph 2.2, if the golf course remains closed due to snow, the date may be extended at the sole discretion of the Owner. Owner shall provide Operator with written notice to remove Operator's structure five (5) days before a specific date which shall not be earlier than March 1 if there is naturally occurring snow on the ground and not later than March 15. In the event Operator does not remove the structure within five (5) days, the Owner may remove the structure at Operator's expense.

2.4 Southeast Side Access: The southeast side of the driving range will be accessible until the start of tubing operations. Beginning March 1, Operator shall leave the southeast side of the Driving Range accessible for range use during its removal of its structure.

2.5 Golf Course Closure: In the Owner's sole discretion, the entire golf course will remain open for play on all 18 holes until a date no earlier than November 15, and the start of snowmaking on the tube run, after which holes #8, #9 and #10 shall remain closed until March 1 or the melting of snow. General Dates for closure of #8, #9 and #10, as long as it is consistent with the snow making of the operation would be from November 15th to March 1st. Snow making operations of Operator shall not commence before November 15 and shall end by not later than March 1. Operator agrees upon notice from Owner to take reasonable steps to remove snow from the golf course area after March 1.

2.6 Winter Golf: Weather permitting, the golf course may remain open during the winter months, operating on 15 holes (#1-#7 and #11-#18) while avoiding any holes covered in snow making or the tubing operation.

2.7 The driving range and golf course will remain open until the snowmaking process has begun, the operation has started for the season, or it is mutually agreed upon that the safety of operating both operations simultaneously would be unsafe.

2.8 An operating permit and business license will be required from the Owner prior to the start of the operation.

2.9 Notwithstanding any provision of this Agreement, Owner may terminate this Agreement upon Notice to Operator. Termination by Owner may only be exercised to prevent or mitigate substantial damage to the Golf Course property or to prevent or mitigate a condition constituting a substantial risk of serious injury to persons or property that could not have been foreseen or contemplated at the entry of this Agreement. Upon notice of termination from Owner, Operator shall immediately cease operations and shall forthwith remove the structure. Reconciliation of revenue sharing and payments of amounts due from both parties shall be completed within 30 days of termination.

ARTICLE III - RESPONSIBILITIES

3.1 Ground and Facility Damages: The Operator shall be responsible for any damages or repairs to the grounds or facilities caused by the setup, takedown, or impact of snow making and the related equipment on the golf course. This may include labor, materials, associated costs, and loss of revenue due to the damage done by the Operator.

3.2 Tubing Run Alterations: The Operator shall make reasonable efforts to change or alter the tubing runs from year to year if needed to minimize the impact on hole #9 if requested by the Owner due to issues such as poor drainage, winter kill or damage.

3.3 Cost Responsibility: The Operator shall be responsible for all costs associated with the tubing operation, including signage, roping, staging, startup costs, transformers, power, and water needs.

3.4 Metering: Water meters and electrical meters will be installed, monitored, and billed accordingly for Operator's usage. Any electrical or other needs that would draw off the owner or Eaglewood would need to be monitored calculated and reimbursed dependent on the usage.

3.5 The Operator is required to comply with all conditions or required permits, licenses of federal, State, and Local Governments with concern to the commercial operation of the activities.

3.6 The permit or operation cannot be leased, extended or transferred to another operator without the consent of the Owner.

ARTICLE IV – REVENUE SHARING

4.1 Revenue Sharing: Revenue Sharing payments will be submitted for payment twice during the seasonal operation. The first payment covers the months of operation from the opening of the season to December 31st (Due by January 31st), and the second payment is made at the end of the seasonal operation on March 31st (Due by April 30th).

4.2 Gateway Parks Share: The Operator shall share 3% of all Gross Revenue with the Owner. The gross revenue consists of all gross receipts collected by the Operator, including but limited to: daily ticket fees, passes, rentals, retail lessons and snow sports.

4.3 The Operator shall keep all accounting records sufficient for the Owner to determine gross receipts. That includes, clients, reservations, fees paid, One Year of gross receipts, Cash register roll of all sale transactions, sales and cash journals.

4.4 The Owner agrees to share 10% of all Gross Revenue of The Grill operation with Operator. The gross revenue consists of all gross receipts received from clients, customers and patrons of Gateway Parks operations for time periods when the Operator's activities are open . This would also include any customers during the time of operations that are non-paying patrons of the Operator. (Sledding, walkers, or general customers.)

The following would be excluded from the calculations of the gross receipts due to the Operator. Catering Events, Private Events hosted by Eaglewood, Simulator F&B Sales, Employee Food Sales or Discounts or any Grill revenues received during times when Operator is not open for business as well as general golfing public in the case in which the golf course is open during the Operators season.

4.5 The Operator shall collect and remit all taxes or assessments or charges, including sales and use tax, which at any time may be lawfully levied upon any interest in the agreement or any possessory right that the Operator may have in or to the permit. The Operator shall provide the Owner a valid tax identification number.

ARTICLE V - LIABILITY AND INDEMNIFICATION

5.1 Liability: The Owner accepts all liability for the tubing, sledding, snowboarding, skiing, and winter sport operation conducted on the premises. The Operator shall be required at its own expense to maintain during the term of this agreement, insurance for bodily injury, death or property damage arising from the operations conducted at Eaglewood Golf Course, with minimum liability limits of Two Million Dollars (\$2,000,000) This liability policy shall be commercial general liability or comprehensive general liability insurance and shall include blanket contractual liability. This must include a "per occurrence" basis. The insurance policy shall name The City of North Salt Lake as an additional insured.

Proof of insurance will be required prior to any work, construction, or on property operations.

The Owner will also be required, at its own expense, to maintain Workers Compensation Insurance in the amount of Five Hundred Thousand Dollars (\$500,000) for employer liability for compensable employer disease, policy limit, and One Hundred Thousand Dollars (\$100,000) employer liability for compensable disease for each employee.

5.2 Indemnification: The Operator shall indemnify and hold harmless the Owner (City of North Salt Lake and Eaglewood Golf Course and Reception Center), its officers, agents, and employees from any legal claims arising from any and all liabilities of injuries to or death of person's damage to property or damage arising from liens or claims of any nature resulting from the use of the operation.

In the event that the Owner and Operator are named as co-defendants in any action arising from use or operation of the premises the Operator will notify the Owner immediately in writing of such fact and shall represent the Owner in that legal action unless the Owner undertakes to represent itself as co-defendant in the legal action. In any case, regardless of Owner's election to represent itself, Operator shall bear all litigation costs, expenses, and attorney's fees. In the event judgment is entered against the Owner and or Operator because of concurrent negligence, comparative fault, or an appointment of liability by a court of competent jurisdiction the Operator shall indemnify the Owner for its apportioned amount. Neither party shall request a jury apportionment.

5.3 The Operator shall require visitors and patrons to sign Acknowledgement and Assumption of Risk waiver or form.

5.4 The Operator and its employees on site will be required to be currently certified in First Aid and CPR and comply with all applicable federal, State and local laws, rules and ordinances.

ARTICLE VI - GOVERNING LAW

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Utah.

ARTICLE VII - SIGNATORIES

7.1 Signatories: This Agreement shall be executed by the Mayor of North Salt Lake and duly authorized representatives of Gateway Parks.

“OWNER”

CITY OF NORTH SALT LAKE

ATTEST:

City Recorder

By: _____
Brian Horrocks, Mayor

“OPERATOR”

GATEWAY PARKS

By: _____
Its: _____

OWNER ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the ____ day of _____, 2024, personally appeared before me Brian Horrocks, who being by me duly sworn, did say that he is the Mayor of the **CITY OF NORTH SALT LAKE**, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

OPERATOR ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF DAVIS)

On the ___ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of GATEWAY PARKS, a Utah _____, and that the foregoing instrument was signed in behalf of said _____ by authority of its bylaws or by a resolution of its Board of Directors; and acknowledged to me that said _____ executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:



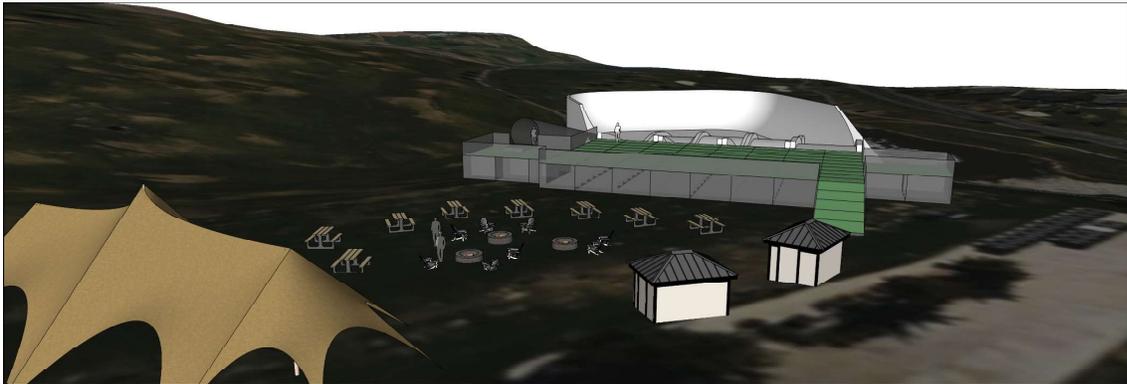
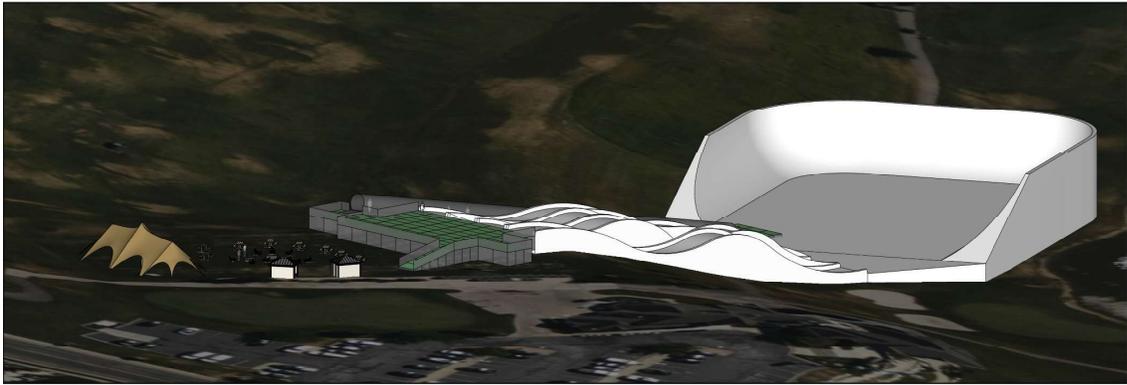


Exhibit B

Operating Plan – A plan is required that describes in detail the public services to be provided, hours of operation and fees to be charged.

1. The Operator seeks to create a snow field on approximately 1.5 to 2 Acres of grass on the existing driving range and #9 Fairway for the purpose of a winter recreation venue that includes but not limited to sledding, tubing, skiing and snowboarding.
2. Fees for tubing, sleds, skis, snowboard, rentals, retail and lessons pertaining to all such activities would be assessed at similar rates yet to be determined, but typically \$30.00 for 1.5 hours of activities.
3. The park operating hours would be 7 days a week with typical hours being 9:00 am to 9:00 pm. The Grill operations would coincide with the operational hours of the Operators as well as any closures on Holidays or special events.
4. Product and Services provided would be a small self-contained snow field for general snow play to include sledding, tubing lanes and separate ski and snowboarding lanes as well as a potential snow castle type feature.
5. The operator will provide all equipment necessary to build out this venue and support snowmaking and maintenance during the operation.
6. The Operator shall provide an area for public use as a sledding hill at no charge but shall not be obligated to make snow or groom snow for that public use in the no charge area. Such area may be considered the higher area above hole #1 and ending on the more southern area of #9 fairway. Owner reserves the right to make needed adjustments in order to protect the grass turf.



CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: March 19, 2024

SUBJECT: Annual Reports by the Parks, Trails, Arts and Recreation Advisory Board and the Health and Wellness Committee

These items on the agenda are informational and no council action is required.

The City's citizen committees are all working diligently on their assigned duties as outlined in their forming documents. Part of those duties includes an annual report to the City Council. City staff and Committee members have been working hard to prepare these reports for the Council and it is hoped that these presentations will be informative and useful to the City Council and the Committees.



CITY OF NORTH SALT LAKE

Police Department



10 East Center Street, North Salt Lake, Utah 84054 • (801)335-8650 Fax: (801)335-8679

BRIAN HORROCKS

Mayor

KEN LEETHAM

City Manager

CRAIG BLACK

Chief of Police

To: Honorable Mayor and City Council of North Salt Lake
From: Craig Black, Chief of Police
Date: March 19, 2024
Re: Authorization of the Police Department to Purchase Sixteen Apex Two-Way Radios from Motorola

Recommendation:

It is recommended the City Council authorize the police department to purchase seven (7) APEX Mobile (in-car) radio bundles (\$23,240.13), nine (9) APEX Portable (handheld) radios (\$28,586.70), (9) APEX compatible speaker/microphones (\$936.63), and fifteen (15) APEX Portable Batteries (\$2,061.60) from Motorola Solutions for \$54,825.06.

Background:

Last October the police department was awarded, and the City Council accepted a grant for \$27,000 to purchase nine (nine) two-way radios that are P-25 compliant that the department will be required to utilize on the Utah Communication Authority Network (UCAN) by November 2024. This grant covered more than 1/3 the total cost of replacing radio equipment that will be obsolete for public safety in November. The department has carefully evaluated the remaining radios in our inventory and determined that there are still seven (7) mobile radios and nine (9) handheld radios that will not work. There are still fifteen (15) mobile and eighteen (18) portable radios that are only compliant during Phase 1 of this transition. These will eventually have to be replaced, but that date has not been established yet, so these are not going to be replaced until that date, or until they are no longer functional due to age and wear.

Proposed Motion:

I move the City Council authorize the police department to spend \$54,825.06, plus any shipping costs not to exceed \$1,000.00, to purchase the above-described radio systems.



CITY OF NORTH SALT LAKE

Police Department



BRIAN HORROCKS

Mayor

KEN LEETHAM

City Manager

10 East Center Street, North Salt Lake, Utah 84054 • (801)335-8650 Fax: (801)335-8679

CRAIG BLACK

Chief of Police

To: Honorable Mayor and City Council of North Salt Lake
From: Craig Black, Chief of Police
Date: March 19, 2024
Re: Authorization of the Police Department to Surplus Twenty (20) Motorola Two-Way Radios

Recommendation:

It is recommended the City Council authorize the police department to surplus fourteen (14) Motorola Mobile (in-car) and six (6) Motorola Portable (handheld) Radios with associated compatible hardware that will be out of Utah Communications Authority Network (UCAN) compliance by the end of 2024.

Background:

The radios listed on Resolution 2024-10R Exhibit A are not capable of being operated on the anticipated UCAN public safety network change in November 2024. The department will be requesting authorization to purchase new radios that will be fully (Phase 1 and Phase 2) compliant on the new system.

The proposed replacement radios have been discounted by Motorola by removing these radios from UCAN service, but Motorola has not required them to be returned to their company for that credit. Therefore, as part of this surplus authorization the department will dispose of them in the most beneficial manner possible as determined by the department.

The value of these radios is unclear at this time, inasmuch as Motorola has not requested them back for after-market use, and the ability for after-market end users to reprogram them for their use is not known.

Proposed Motion:

I move the City Council approve Resolution 2024-10R: a resolution authorizing the surplus and disposal of the Motorola radios in a manner that is most beneficial to the City.

RESOLUTION NO. 2024-10R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NORTH SALT LAKE DECLARING CERTAIN POLICE
DEPARTMENT RADIOS AS SURPLUS PROPERTY AND
AUTHORIZING ITS PROPER DISPOSAL**

WHEREAS, the City of North Salt Lake police department no longer has a need or use for twenty (20) Motorola two-way radios and associated compatible hardware since they will be out of compliance with the Utah Communications Authority Network (UCAN) by the end of 2024.

WHEREAS, in accordance with State regulations, the City Council has determined to declare the radios as surplus property and desires to dispose of them in the method as prescribed by current law.

NOW THEREFORE, BE IT RESOLVED, the Governing Body of the City of North Salt Lake does hereby approve the twenty (20) Motorola two-way radios and associated compatible hardware as surplus and that said property shall be disposed of according to State statutes, including disposal, sale, or trade-in on new equipment.

BE IT FURTHER RESOLVED, by the City Council of the City of North Salt Lake that the Police Chief is authorized to undertake any and all actions to effect such sale, disposal, donation, or trade-in of the radios.

This Resolution shall take effect upon passage.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 19th day of March, 2024.

CITY OF NORTH SALT LAKE
By:

BRIAN J. HORROCKS
Mayor

ATTEST:

WENDY PAGE
City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____
Council Member Clayton _____
Council Member Jackson _____
Council Member Knowlton _____
Council Member Van Langeveld _____

Exhibit A

The following radios are proposed to be declared as surplus property:

	Type	Serial Number	Make	Model
1	Mobile	514CLB1147	Motorola	XTL2500
2	Mobile	514CLB1148	Motorola	XTL2500
3	Mobile	514CLB1149	Motorola	XTL2500
4	Mobile	514CLB1150	Motorola	XTL2500
5	Mobile	514CLB1151	Motorola	XTL2500
6	Mobile	514CLB1152	Motorola	XTL2500
7	Mobile	514CLB1153	Motorola	XTL2500
8	Mobile	514CLB1154	Motorola	XTL2500
9	Mobile	514CLB1155	Motorola	XTL2500
10	Mobile	514CLB1156	Motorola	XTL2500
11	Mobile	514CLB1157	Motorola	XTL2500
12	Mobile	514CLB1158	Motorola	XTL2500
13	Mobile	514CLB1159	Motorola	XTL2500
14	Mobile	514CLB1160	Motorola	XTL2500
15	Portable	514CLB1161	Motorola	XTS2500
16	Portable	514CLB1162	Motorola	XTS2500
17	Portable	514CLB1163	Motorola	XTS2500
18	Portable	514CLB1164	Motorola	XTS2500
19	Portable	514CLB1165	Motorola	XTS2500
20	Portable	514CLB1166	Motorola	XTS2500



CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: March 19, 2024

SUBJECT: Consideration of Resolution 2024-11R: A Resolution Approving an Interlocal Agreement Between Woods Cross City and the City of North Salt Lake for the Purpose of Creating a Shared Dog Park

RECOMMENDATION

I recommend approval of Resolution 2024-11R: A Resolution Approving an Interlocal Agreement Between Woods Cross City and the City of North Salt Lake for the Purpose of Creating a Shared Dog Park.

BACKGROUND

The cities of Woods Cross and North Salt Lake have completed their negotiations related to the joint creation of a shared dog park. As you know, the proposed dog park is located in the jurisdictional boundaries of Woods Cross immediately adjacent to and north of the west field at Legacy Park. The City boundary with Woods Cross is also the south boundary of the proposed park.

The property is currently owned by the Utah Department of Transportation (UDOT) and functions as a detention facility for the Legacy Parkway. North Salt Lake previously approved and entered into a 3-party agreement with UDOT and Woods Cross which allows the cities to use the property as proposed in exchange for our joint commitment to maintain the property, particularly the storm drainage function of the property. Woods Cross will be approving their participation in the UDOT agreement at their meeting on March 19.

The proposed agreement attached to this resolution provides the following general terms as it relates to the sharing of responsibilities for the creation and ongoing maintenance of the dog park:

- 1) All costs of design, construction and ongoing maintenance of the facility is shared equally (50/50) by the two cities.

- 2) A “Project Committee”, that was previously formed, is acknowledged in the agreement. It includes Councilmembers Knowlton (NSL) and Larrabee (WX) and David Frandsen, Assistant City Manager in NSL and Sam Christensen, Public Works Director in WX.
- 3) The Project Committee will perform all work to prepare construction plans, approve all payments and change orders, if any, and manage the construction and inspection of the park.
- 4) NSL will administer and oversee all project progress and payments. WX will make two deposits of funds with NSL after the project is awarded to a contractor.
- 5) Both cities can use their own labor and the costs or credits for such labor will be approved by the Project Committee.
- 6) The subject Agreement will cover Phases 1 and 2 of the project, but does not cover Phase 3 which is a permanent restroom. WX has requested to consider Phase 3 at a future date.

City staff raised one concern with Woods Cross about the proposed agreement: the uncertainty of the completion of Phase 3. You will note that Paragraph 1(f) contemplates Phase 3, but stops short of requiring a Phase 3. For North Salt Lake, it is essential that permanent restroom facilities be provided in this proposed park. Indeed, one of the principal reasons for constructing the park in this location is so that the public has an alternative location to recreate with their dogs away from the splash pad and playground at Legacy Park. A permanent restroom facility at the dog park will be an essential way to keep the public with animals out of the Legacy Park facilities where dogs are prohibited. Woods Cross staff members have assured us that their City will evaluate the need for Phase 3 and though it’s on the table for consideration, there is no timeline nor firm obligation on them to share in the costs of Phase 3. In spite of this concern, staff still recommends that the project go forward as described in the agreement.

PROPOSED MOTION

I move that the City Council approve Resolution 2024-11R: A Resolution Approving an Interlocal Agreement Between Woods Cross City and the City of North Salt Lake for the Purpose of Creating a Shared Dog Park.

RESOLUTION NO. 2024-11R

**A RESOLUTION OF THE GOVERNING BODY OF THE
CITY OF NORTH SALT LAKE APPROVING AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN
WOODS CROSS CITY AND THE CITY OF NORTH SALT
LAKE FOR THE PURPOSE OF CREATING A DOG PARK**

WHEREAS, the governing bodies of Woods Cross City and the City of North Salt Lake have expressed a desire to enter into a partnership for the purpose of creating a dog park that would serve both communities; and

WHEREAS, the staffs and elected officials of both communities have been working to establish the terms and conditions that would be agreeable in order to establish a formal partnership; and

WHEREAS, the cities are now both desirous to formalize their understandings and mutual obligations related to the creation of the dog park; and

WHEREAS, the Governing Body of the City of North Salt Lake finds that the creation of a dog park as proposed is in the public’s best interest and provides an enhanced quality of life and improvement to the collective health and general welfare of the citizens of the City.

NOW, THEREFORE, BE IS RESOLVED by the City Council of the City of North Salt Lake that attached Interlocal Cooperation Agreement Between Woods Cross City and the City of North Salt Lake is hereby approved.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 19th day of March, 2024.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS
Mayor

ATTEST:

WENDY PAGE
City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____
Council Member Clayton _____
Council Member Jackson _____
Council Member Knowlton _____
Council Member Van Langeveld _____

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
WOODS CROSS CITY
AND
THE CITY OF NORTH SALT LAKE**

AN AGREEMENT by and between the **Cities of Woods Cross, Utah (WX)** and **North Salt Lake, Utah (NSL) (the Parties)** for the purpose of creating a dog park (the Project) to be located on the geographic boundary between the two cities, and

WHEREAS, WX and NSL have expressed previous to this written Agreement that they believe it is in the best interest of the citizens of both cities to locate a dog park on the west side of each community for the benefit of the public, and

WHEREAS, the Parties have further initiated the process of leasing property from the Utah Department of Transportation (UDOT) that is suitable for the installation of the dog park facilities, and

WHEREAS, the Parties have been working together in order to create a conceptual plan for the Project, its costs and the costs of long-term maintenance of the Project, and

WHEREAS, the Parties now desire to put in writing the terms of an Agreement to construct and fund the Project and its ongoing maintenance.

NOW, THEREFORE let it be agreed that:

1. Purpose. The Purpose of this agreement is to establish the cost sharing and Project implementation between the Parties in order to construct and maintain the Project. Both parties agree that the intent of this agreement is to share and be obligated equally in Project costs, including, but not limited to: costs to extend and operate utilities, if any; all costs associated with the construction of the Project including, but not limited to, earthwork, fencing, water services, as needed, above ground improvements, dog park play facilities, installation of parking lot features, as needed, ongoing annual maintenance costs to keep the Project clean on a daily basis for use by the public, and any other related costs not explicitly identified in this Agreement, but which are required and necessary Project costs and obligations. To accomplish this cooperation, the following acknowledgements and agreements shall govern:

- a. The Parties acknowledge they have heretofore established a committee made up of representatives of both cities which presently include Councilmembers Wally Larrabee (WX) and Ted Knowlton (NSL) and WX Public Works Director Sam Christiansen and NSL Assistant City Manager David Frandsen (the Project Committee)¹. The Project Committee shall approve any proposed construction prior to commencement of construction. The Project Committee shall also approve any Project costs (invoices) prior to payment. Meetings of the Project Committee may be held as needed and any member of the Project Committee may request a meeting of the whole Project Committee.

¹ Successor members of the Project Committee shall be as follows: (a) employee representatives of each city shall be based on the employee's position/title, e.g., Assistant City Manager or Public Works Director; (b) city council elected representatives shall be as determined by each city's governing body.

- b. NSL will administer and oversee the project and process all payments to vendors and contractors, as long as such payments are within the scope of the awarded work and bid. Prior to making any payments, approval by the Project Committee shall be obtained. The Parties agree to designate representatives who may or may not be Project Committee members and who will meet not less than bi-weekly during construction for the purpose of approving construction practices, purchase of materials, change orders, as needed, all Project payments and to coordinate on the progress of the Project. If the Parties cannot meet in-person for the purpose of approving Project payments or change orders, then verbal or electronic approval through telephone, texting, email or other means is an acceptable method of approving Project payments or change orders. Virtual meetings may also be held and are considered to meet the requirement to conduct bi-weekly meetings.
- c. With advanced approval of the Project Committee, the Parties may determine and agree to use in-kind city equipment and personnel for constructing the Project. Further, in the event that in-kind use of City equipment or labor is used, that in-kind contribution shall be shared equally between the Parties to the greatest extent possible. Further, if one of the Parties performs in-kind work with its own equipment and personnel and the other Party makes a determination that it will not use its own equipment and personnel in like manner, then the Parties agree that the non-participating Party will pay for one half of the participating costs of in-kind use of equipment and labor. Final costs for in-kind work will be pre-approved by the Committee prior to the commencement of any in-kind work.
- d. As of the date of this Agreement, the estimated cost of Phases 1 and 2 of the Project based upon the attached Conceptual Plan (Exhibit A) and cost estimate (Exhibit B) is \$246,500. Within ten (10) days of the Parties awarding a bid for construction, WX agrees to deposit with NSL a payment of not less than \$61,625 which is one fourth of the estimated Project costs. NSL also agrees that concurrently with the WX initial payment it will set aside an equal amount for the purpose of making all payments to vendors and contractors. The Parties' respective funds will be used equally (50/50) to make required payments. The Parties shall jointly approve Project payments in their bi-weekly meeting and the Parties agree that they will not unreasonably delay or withhold approval of Project payments.
- e. WX agrees that it will make a second payment of \$61,625 or one half of the estimated cost of Project completion, whichever is lower, within fifteen (15) days of receiving notice from NSL that Project payments are approaching 50% of the total Project costs. NSL agrees that concurrently with the WX second payment it will set aside an equal amount for the purpose of making payments to vendors and contractors. After the completion of Phases 1 and 2, the acceptance by the Parties of Project improvements and the closing out of construction contracts and payments, NSL agrees to return any unused Project funds to WX, less any funds the Parties agree to hold for warranties or other purposes, on a 50/50 basis.
- f. For Phase 3 (restrooms and cameras), and other future large capital improvements, once approved by both WX and NSL City Councils and the Project Committee, WX agrees that it will make a deposit of 25% of proposed project costs, which is one fourth of the estimated Project costs. NSL also agrees that concurrently with the WX initial payment it will set aside an equal amount for the

purpose of making all payments to vendors and contractors. WX's agrees that it will make an additional payment of not less than 25% of the project costs or the estimated remainder of 50% of the final Project completion costs, whichever is lower, within fifteen (15) days of receiving notice from NSL that Project payments are approaching 50% of the total Project costs. NSL also agrees that concurrently with the WX additional project payments it will set aside an equal amount for the purpose of making payments to vendors and contractors. Total costs of Phase 3 and any future capital improvements to the Project will be a 50/50 cost split as described above between the Parties. The Parties' respective funds will be used equally (50/50) to make required payments. The Parties shall jointly approve Project payments in their bi-weekly meeting and the Parties agree that they will not unreasonably delay or withhold approval of Project payments.

- g. The Parties agree that they have the right and responsibility to inspect Project construction and to notify the other Party if they make a finding that construction is not acceptable or must be amended.
- h. The subject property for the Project is owned by the Utah Department of Transportation and a 3-party lease agreement has been entered into thus far by NSL and UDOT for use of that property (Attached as Exhibit C). WX agrees to approve the lease agreement and become a party to the agreement as a condition of entering into this Agreement. For clarification, if UDOT determines that it needs to remove Project improvements and terminate the subject lease agreement, the Parties agree to each share in 50% of the costs, if any, to comply with UDOT's actions related to the lease agreement, including 50% of the costs to vacate and restore the property as required by UDOT.
- i. The Parties agree that they will share equally in the ongoing costs of maintaining the Project in a clean condition and in good repair. It is anticipated that the Parties will hire a third party contractor to perform the daily, weekly, monthly and yearly maintenance of the Project facilities and grounds.
- j. After Project completion, the Project Committee or its designee(s) will meet not less than annually for the purpose of evaluating the condition of the Project and to make recommendations to the respective Parties' governing bodies relating to repairs, maintenance, improvements, annual budgets or any other issues of mutual interest and benefit to the Parties. The Committee will determine the contractor(s) that will perform the day to day operations and coordinate repairs/improvements by either City crews. Payments to vendors/Contractors, post construction, will be paid by NSL, after approvals of the committee. NSL will invoice WX 50% of these costs and provide a copy of the vendor/contractor invoice. WX agrees to promptly remit to NSL its share of any payments made to contractors, subcontractors, janitorial services or any other outside parties the Project Committee has authorized to perform repairs, maintenance or improvements in order to properly maintain the park.

2. Effective date. This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the satisfaction of all statutory requirements and the signature of the Agreement by the Parties.

3. Term of agreement. The term of this Interlocal Cooperation Agreement shall be from the effective date hereof until the Project has been completed, including any and all warranty periods.

4. No separate legal entity. The Parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement.
5. Budgeting. This Interlocal Cooperation Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for their respective obligations arising under this Interlocal Cooperation Agreement.
6. Property. The Parties agree that each Party shall maintain separate ownership and control over its own real and personal property.
7. Termination. This Interlocal Cooperation Agreement may also be terminated in advance of the automatic termination date by mutual written agreement of the Parties.
8. Administration of Agreement. Pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Parties agree that the North Salt Lake Assistant City Manager shall act as the Project Manger responsible for the administration of this Interlocal Cooperation Agreement. The Parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the Parties.
9. Indemnification. Each of the Parties is a political subdivision of the State of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of such Party's negligent error or omission in connection with this Agreement. It is expressly agreed between the Parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act of Utah, Section 63G-7-101, et. seq., Utah Code Annotated, 1953 as amended. The Parties to this Agreement specifically claim the privileges, protections and immunities of the Governmental Immunity Act of Utah and limits of liability contained therein.
10. Filing of Agreement. A copy of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of the Cities, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.
11. Notices and Contacts. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

City of North Salt Lake
c/o City Manager
10 East Center Street
North Salt Lake, UT 84054
801.335.8700

Woods Cross City
c/o City Manager
1555 S. 800 W.
Woods Cross, UT 84087
801.292.4421

12. Additional Provisions.

- a. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.
- b. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- c. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.
- d. Time. Time is of the essence of this Agreement.
- e. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
- f. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law. The rights and remedies of the Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.
- g. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.
- h. Litigation. If any action, suit or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non prevailing Party.
- i. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.
- j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

k. Amendments. This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be approved and executed in compliance with the requirements of the Interlocal Cooperation Act.

l. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named herein.

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:

WOODS CROSS CITY,
A Utah municipal corporation

City Recorder

By: _____
Mayor

CITY OF NORTH SALT LAKE,
A Utah municipal corporation

ATTEST:

City Recorder

By: _____
Mayor

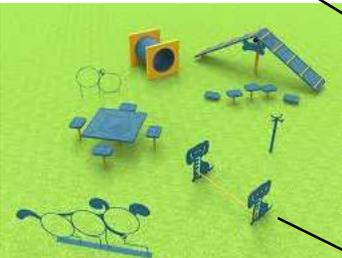


Legacy Dog Park

Conceptual Plan



Prefab restroom structure (Or match Legacy)



MyTCoat Dog N Play Products



We could utilize old fire hydrants and pipe to add in the play area



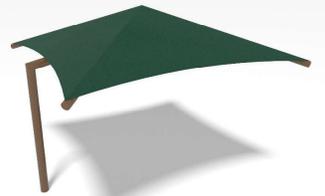
Waste Stations



Benches



Webcoat Pet Water Fountains (3)



Shade Structures to match Splash Pad (3)



Double gate entry systems (4 Entries)

Fencing not shown, but would be needed around the Small Dog Area. Around everything else and dividing the "Play" and "Open" areas

NSL/WX Dog Park

Phase 1			
	Estimate	Notes	
1	Water/Sewer Line (Materials)	\$9,000.00	500 ' of 1" Service line (+ Meter and Backflow)
2	Road base	\$3,500.00	500 tons estimate
3	Concrete Work	\$6,000.00	City doing prep work
4	Asphalt Work	\$31,000.00	2,000 square feet (Trail)(Piggy back off Legacy project)(Mobilization fee)
5	Fencing	\$110,000.00	1800 linear feet of 6' (Plus Gates)(Vinyl coated chain link)(American Fence)
6	Benches	\$3,000.00	
7	Pet Water Fountains	\$15,000.00	
8	Signage	\$2,000.00	Need to get a plan
9	Pet Waste Stations	\$2,000.00	\$500 Each
10	Power Conduit	\$10,000.00	
Total		\$191,500.00	

Phase 2			
	Estimate	Notes	
1	Trees	\$10,000.00	20 tree estimate (Possible Donation)
2	Irrigation (Drip System)	\$30,000.00	Star Landscaping (Includes Weather Trak)
3	Shade Structures	\$15,000.00	Structures only not labor
Total		\$55,000.00	

Phase 3			
	Estimate	Notes	
1	Restroom	\$78,000.00	
2	Cameras	\$20,000.00	
Total		\$98,000.00	
Approximate Grand Total		\$344,500.00	

Optional			
	Estimate	Notes	
1	Dog Play Products	\$31,042.00	Can definitely lower this cost with less options (Bid items attached)
Total		\$31,042.00	

DOG PARK LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2021, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereafter referred to as "**UDOT**" and the **CITY OF NORTH SALT LAKE** and **WOODS CROSS CITY**, both Municipal Corporations of the State of Utah, hereinafter referred to as the "**CITIES**".

Recitals:

WHEREAS, **UDOT** has right-of-way on Legacy Highway, SR-67, at approximately 2450 S. 2250 W. in **Woods Cross City**. This parcel currently serves as a **UDOT** detention basin for the Legacy Highway drainage system. Both **CITIES** collectively have approached **UDOT** for the consent to jointly use this detention basin as a Dog Park. The **CITIES** wish to install and maintain landscaping, parking, fencing and other improvements appropriate for the use of a Dog Park, within the boundaries of said parcel at the sole expense of the **CITIES**; and

WHEREAS, the parties hereto desire to enter into a landscape maintenance agreement covering the improvements of said parcel; and

THIS AGREEMENT, is made to set out the terms and conditions where under said work shall be performed.

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

1. **UDOT** will allow the **CITIES** access on State right-of-way along SR-67, on the parcel located at about 2450 S. 2250 W. in Woods Cross City for the use of a dog park.
2. The **CITIES** will survey and calculate the size of the detention pond currently located at this location. The **CITIES** will maintain, at a minimum, the current capacity of the detention pond. The **CITIES** will protect and maintain the current release rate of water from the detention pond. The **CITIES** will coordinate with **UDOT** to prepare and present a plan for **UDOT's** written acceptance on the capacity, outflow and the **CITIES** plan to protect the water quality leaving this site.
3. The **CITIES** will establish and maintain the detention pond during the term of this Agreement. The **CITIES**, at their cost, accept maintenance responsibility for all systems of the detention basin, including the clearing of debris and maintaining drainage. The **CITIES** will comply with required storm water permits, applicable laws, regulations, and rules. The **CITIES** shall complete inspections on any long-term storm water features using **UDOT's** inspection form found on **UDOT's** Long-term Storm Water Management webpage. The **CITIES** shall complete the inspections according to the frequencies outlined on the inspection form.
4. Upon completion of construction **UDOT** will remain the owner of the real property on which said dog park is to be installed, but the **CITIES** will own the installed improvements of the dog park. The **CITIES** will be responsible to maintain, repair or restore loss and damage of these improvements as results from vandalism, accident or other loss. The **CITIES** will also have all legal rights to seek fair reimbursement from responsible third parties.
5. The terms of this Agreement will be valid until 30 days' termination notice is given in writing by one party hereto to the other party at which time this agreement will become null and void. If at such time and if required by **UDOT**, the **CITIES** will restore the areas of landscape to **UDOT** standards or pay **UDOT** to do so, at **UDOT's** election. The **CITIES** understand that if the right-of-way upon which the dog park and improvements are installed is needed for **UDOT's** purposes, the **UDOT** will utilize the right-of-way including the removal of any improvements without reimbursement to the **CITIES**. If the **CITIES** breach any term of this Agreement, **UDOT** will provide 20 days' written notice to the **CITIES** to cure the breach. If

the breach is not cured within the 20 days, **UDOT** may immediately terminate this Agreement.

6. The **UDOT** and the **CITIES** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement. The parties do not intend to waive any portion of the Utah Governmental Immunity Act by this paragraph.
7. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
8. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
9. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
10. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
11. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
12. Each party represents that it has the authority to enter into this Agreement.

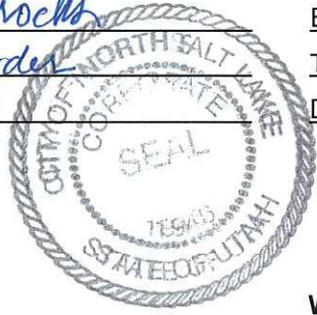
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written:

ATTEST:

CITY OF NORTH SALT LAKE, a Municipal Corporation of the State of Utah

By: Linda Hancock
Title: City Recorder
Date: 9-21-21

By: [Signature]
Title: [Signature]
Date: 9/21/2021



(IMPRESS SEAL)

ATTEST:

WOODS CROSS CITY, a Municipal Corporation of the State of Utah

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
REGION LANDSCAPE ARCHITECT
Date: _____

By: _____
REGION DIRECTOR
Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

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

By: _____
CONTRACT ADMINISTRATOR
Date: _____

1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 ANCHOR LOCATION: CITY HALL
4 10 EAST CENTER STREET, NORTH SALT LAKE
5 MARCH 6, 2024

6
7 **DRAFT**
8

9 Mayor Horrocks welcomed those present at 6:03 p.m.

10
11 PRESENT: Mayor Brian Horrocks
12 Councilmember Lisa Watts Baskin via Zoom
13 Councilmember Tammy Clayton
14 Councilmember Suzette Jackson
15 Councilmember Alisa Van Langeveld
16

17 EXCUSED: Councilmember Ted Knowlton
18

19 STAFF PRESENT: Ken Leetham, City Manager; Jon Rueckert, Public Works Director; Craig
20 Black, Police Chief; Karyn Baxter, City Engineer; Todd Godfrey, City Attorney; Sherrie Pace,
21 Community Development Director; Heidi Voordeckers, Finance Director; Wendy Page, City
22 Recorder.
23

24 OTHERS PRESENT: Dee Lalliss, Camille Thorpe, residents.
25

26 1. DISCUSSION ON FISCAL YEAR 2025 BUDGET-CAPITAL PROJECTS
27

28 Karyn Baxter reported on the Capital Facilities Plan for fiscal year 2025 and said staff would
29 present a five year plan for streets, water, and storm water at the upcoming budget meeting. She
30 reviewed each project proposed in the fiscal year 2025 Capital Facilities Plan including maps and
31 photos of current conditions starting with the 150 North water line and street reconstruction. She
32 explained this water line installation would be done by the City water crew in conjunction with
33 removing existing houses, providing new service into Hatch Park, and a full asphalt replacement.
34 She indicated this project would commence in summer of 2024.
35

36 Ms. Baxter noted the second project was the Nancy Way water line replacement and street
37 reconstruction with a full asphalt replacement. She said this would be the completion of the
38 Lacey Way project. She indicated the requested budget would be for asphalt. She added the third
39 project was 850 N/900 N/950 N/Madsen Lane water line replacement by City crews and a full
40 asphalt street replacement scheduled for the summer of 2025.
41

42 Karyn Baxter spoke on the fourth project which was Coventry/Freedom Dr/Freedom Circle
43 water line replacement, new storm drain, and street rebuild with full asphalt replacement. She

44 said this project was primarily about the canyon occurring along Coventry and explained that as
45 there were no existing storm drain pipes, all of the water discharged into that natural ravine. She
46 showed a photo of how the existing inlet box in the ravine was filled with mud that had to be
47 cleaned out and the overall poor condition of the ravine. She stated the project included storm
48 drain that would help to bypass the ravine.

49
50 Ms. Baxter indicated the fifth project would be the 900 North from Redwood Road to 400 West
51 water line and street reconstruction with full asphalt replacement. She stated most of the pipes in
52 the industrial area were cast iron or AC (asbestos cement) and no longer functioned after a
53 certain age. She continued the sixth project was Main Street-Pacific to 1000 North with street
54 reconstruction including street widening and reconstruction, new curb, gutter, sidewalks, and
55 railroad crossing improvements. She acknowledged repairs would improve safety as the road and
56 railroad crossing had significant elevation issues and the existing road was very narrow over the
57 four sets of tracks. She noted the total project cost was \$3.3 million with a Surface
58 Transportation (STP) grant of \$3,093,700 and the City's contribution of \$243,000.

59
60 Karyn Baxter shared that the seventh project was Windsor Dr/Windsor Ct/Ascot Dr with full
61 asphalt replacement. She indicated the eighth project, Cynthia Way, was in similar condition with
62 a need for full asphalt replacement. She stated the ninth project was Center Street sidewalk from
63 US Highway 89 to Orchard Drive and included a new mixed use path on the south side,
64 connection to an approved project at 130 East, and moved the bike lane and pedestrian access out
65 of the roadway. She showed examples of what the 15 foot mixed use path and bike lane would
66 look like. She noted the total project cost was \$576,000 with a TIF grant of \$322,380 and the
67 City's contribution of \$253,620.

68
69 Ms. Baxter stated the tenth project was the Redwood Road west side path connections from 75
70 North to 965 North. She explained this would connect existing sections of asphalt path at 75
71 North (adjacent to Maverik), 965 North, and 465 North which was potentially about to be
72 developed with that section of sidewalk to be deferred to the developer. She indicated the total
73 project cost would be \$284,000 with a Transportation Alternatives Program (TAP) grant of
74 \$226,640 and the City's contribution of \$56,660.

75
76 Karyn Baxter then shared a table of the proposed fiscal year 2025 Capital Facilities Plan with the
77 project costs. She said the proposed streets projects total was \$2,815,000, which was a larger
78 number than normal due to rising costs, but aligned with the streets plan that was previously
79 approved by the City Council. She said the water project total was \$2,215,000 and would utilize
80 existing budget leftover from the original Nancy Way project. She noted the storm water total
81 was \$340,000 with \$40,000 to accommodate broken storm drains discovered during other
82 projects and \$300,000 for the Coventry/Freedom Dr/Freedom Circle project. She acknowledged
83 that other project costs were \$255,000 for Center Street sidewalk and \$60,000 for some
84 Redwood Road trail connections.

85

86 Councilmember Jackson asked about snow removal for the proposed Center Street mixed use
87 path. Karyn Baxter replied that there would be curb and gutter then a bike lane with the adjacent
88 sidewalk at the same elevation. She explained snow removal of the bike lane adjacent to the
89 sidewalk would be the responsibility of the property management company .
90

91 Councilmember Van Langeveld requested that the grant funding amounts be included in the
92 project table for the budget retreat presentation.
93

94 Ken Leetham commented that this was the plan for the next twelve months and staff would
95 present a five year Capital Facilities Plan during the budget retreat.
96

97 2. DISCUSSION OF THE 400 WEST WATER LINE AND STREET REBUILD PROJECT 98

99 Ken Leetham reported that this project was the replacement of a water line from Center Street to
100 1100 North and the rebuild of the road. He spoke on the high cost of the project and how staff
101 worked on different approaches to extend the life of the road.
102

103 Karyn Baxter said the 400 West project included a full water line replacement as well as asphalt
104 street reconstruction. She explained this project was previously presented and budgeted in two
105 separate sections: Center Street to 500 North and 500 North to 1100 North. She showed photos
106 of the condition of the street. She indicated the previous project estimates for 500 North to 1100
107 North were \$1,450,000 for the street reconstruction and \$860,000 for the water line replacement
108 and \$1,500,000 for the street reconstruction and \$1,260,000 for the water line replacement from
109 Center Street to 500 North for a project total of \$5,070,000. She stated staff requested bids for
110 the 500 North to 1100 North portion of the project in fiscal year 2023 and received one bid of
111 \$1,531,964 for the water line work. Staff had estimated the cost to be \$860,000 but material
112 prices had increased significantly.
113

114 Ms. Baxter said the new plan for fiscal year 2024 was to bid the entire length of 400 West as the
115 road would not last another season. She explained that evaluation of the project showed that the
116 water line was not currently experiencing failures but the road needed to be reconstructed this
117 summer. She mentioned staff also reviewed the geotechnical studies with the first report showing
118 a standard pavement design that did not address the cause of the current road conditions. She
119 stated the second report addressed the cause of the failure which was a debonding of the lower
120 and upper asphalt layers. She indicated the recommended design options included reconstruction
121 or a mill and fill and no water line replacement. She said the pros of the street reconstruction
122 would be replacement of the water line, full depth with treated base and correction of any lower
123 issues, estimated life span of 25 years, and use of some impact fees. She noted the cons included
124 a future side path along 400 West for bike/ped access, long construction time, and a high cost of
125 \$5 million. Ms. Baxter said the pros of mill and overlay were shorter construction time, design
126 flexibility, avoid delays with railroad crossing, estimated life of 15 years, and lower cost. She
127 acknowledged the cons of the mill and fill were the delay of the replacement water line (which

128 could fail at any time), no use of impact fees, and risk of reflective cracking. Ms. Baxter
129 explained the process of the mill and fill with removal (mill) of four and a half inches (4.5”) of
130 the road, removal of any section with failure, paving even with the remaining asphalt, patching,
131 and re-pavement of entire road.

132
133 Karyn Baxter said due to the wideness of the road the City could move the curb, add the eight
134 foot side path, and install a new water line in the future when funding allowed. She
135 recommended mill and fill for the entire length of 400 West, mill to remove all asphalt to the de-
136 bonded depth of 4.5”, spot repair failed sections in the lower layer, overlay with three inches (3”)
137 HMA and one and a half (1.5”) of stone matrix asphalt (SMA), replacing the water line crossings
138 at 100 North, 200 North, and 900 North, and evaluating the water line connections at Center
139 Street and 1100 North. She stated the estimated cost for the full street reconstruction was \$2.9
140 million and the water line replacement was \$2.1 million with a 25 year life expectancy. She said
141 the water line project estimate was low and would probably be much higher. She mentioned the
142 cost of the mill and overlay was \$1.5 million with \$250,000 for the water line crossing work with
143 a 15 year life expectancy.

144
145 Councilmember Van Langeveld asked if staff had been able to determine the reason behind the
146 two surfaces debonding. Karyn Baxter said the geotechnical report showed a theory that there
147 was a chemical reaction between the aggregate and petroleum products.

148
149 Councilmember Jackson questioned if there was any financial onus on the railroad. Karyn Baxter
150 replied that the road in this area did not cross the tracks as the tracks on this road was a spur line.
151 She said the City would generally have to bear the cost for any associated projects that impacted
152 the railroad.

153
154 Councilmember Jackson asked if the recommended proposal for the mill and fill was something
155 that could be covered in the budget or if it would require a bond. Karyn Baxter responded that it
156 was her understanding that there would be funding in the budget for this project.

157
158 Heidi Voordeckers commented that the previously proposed project would have been covered but
159 there would not be funding for any other projects in the fiscal year. She would provide additional
160 information during the financial report portion of the meeting.

161
162 Mayor Horrocks asked about repairing or lining the existing pipe. Karyn Baxter explained how
163 the AC pipe would become brittle and could not be repaired.

164
165 The Council did not make a formal motion on this item but supported the staff’s approach to do
166 this project a different way. Formal approval by the Council will come when the project is
167 awarded to a contractor by the City Council.

168
169

170 3. MONTHLY FINANCIAL REPORT FOR PERIOD ENDING JANUARY 31, 2024

171

172 Heidi Voordeckers reported the potential budget amendment for restructuring the water line/road
173 reconstruction project and reviewed related revenues. She shared a graph of impact fee collection
174 trends with \$3 million in revenues collected between fiscal years 2020 and 2022 with only
175 \$50,000 collected in fiscal year 2023. She stated this greatly impacted projects and made the 400
176 West project untenable with the current water impact fee revenues. Ms. Voordeckers said that the
177 options would be to use all of the reserves to complete the water line project with no funds for
178 other projects until revenues increased or borrow at high interest rates. She explained that during
179 the next Council meeting staff would hold a public hearing for a budget amendment reducing the
180 projected impact fee revenues for the current fiscal year and increasing the projected interest
181 revenues. She mentioned there would also be a reallocation of construction funds for PTIF
182 related to the City's interest earnings.

183

184 4. ADJOURN

185

186 Mayor Horrocks adjourned the meeting at 6:57 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
ANCHOR LOCATION: CITY HALL
10 EAST CENTER STREET, NORTH SALT LAKE
MARCH 6, 2024

DRAFT

Mayor Horrocks welcomed those present at 7:07 p.m. Alisa Van Langeveld led those present in the Pledge of Allegiance. Isaac Cyril presented his Martin Luther King Jr. speech. Lexi Marshall presented her Martin Luther King Jr. speech.

PRESENT: Mayor Brian Horrocks
Councilmember Tammy Clayton
Councilmember Suzette Jackson
Councilmember Alisa Van Langeveld

EXCUSED: Councilmember Lisa Watts Baskin
Councilmember Ted Knowlton

STAFF PRESENT: Ken Leetham, City Manager; Jon Rueckert, Public Works Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Todd Godfrey, City Attorney; Sherrie Pace, Community Development Director; Heidi Voordeckers, Finance Director; Wendy Page, City Recorder.

OTHERS PRESENT: Dee Lalliss, Camille Thorpe, Joe Flake, Lesley Cyril, Isaac Cyril, David Marshall, Melanie Marshall, Lexi Marshall, Bradley Marshall, Derek Marshall, residents.

1. CITIZEN COMMENT

Camille Thorpe, resident, commented that she was a member of the Parks and Arts Board and spoke on the Winter Lights event. She mentioned that the NSL Reads event would be March 7th and assemblies to promote the event would also be held at Orchard Elementary and Wasatch Peak. She noted there would be an event that evening at City Hall with two award winning authors and the announcement of the winners for the writing contest.

Dee Lalliss, resident, spoke on the potential for State mandated recycling and proposed that the City Council look into a way to accommodate the elderly/fixed income or those that did not produce a lot of recycling or trash. He also asked about the glass recycling program.

227 Mayor Horrocks mentioned a potential hardship policy. He also spoke on secondary landfill
228 options and the associated costs, how the current provider would bring garbage cans to the curb
229 for those residents who were unable, and the contract with the current provider.

230
231 Councilmember Van Langeveld commented that she paid for glass recycling and shared the
232 service with several neighbors. She suggested that residents may also be able to share garbage
233 cans if necessary.

234
235 2. CONSIDERATION OF A CONCEPT PLAN FOR TRIPLETS ON MAIN PUD AT 391
236 NORTH MAIN STREET, LES ESSIG, APPLICANT

237
238 Sherrie Pace reported that recently the City Code was amended with respect to subdivisions and
239 implemented new standards for PUD developments and a streamlined process for all
240 subdivisions. She noted the proposed concept plan application was received on January 24, 2024
241 which was prior to the effective date of the subdivision ordinance changes which was January
242 30, 2024. She explained the applicant would be vested with the standards and review procedures
243 in place prior to the adoption of the new code. She stated the concept plan review would be
244 based upon the Code in place prior to January 30, 2024 which included review by the City
245 Council.

246
247 Ms. Pace showed an aerial view of the property which was located at 391 North Main Street. She
248 explained that there was an existing home on the one acre property that would be removed. She
249 stated in 2017 the previous owner of this property obtained final plat approval for the Romaine
250 Court PUD with ten townhomes. She continued after approval the property was sold to the
251 current owner and as Romaine Court was never recorded the approval of the final plat expired.
252 She mentioned in 2020 the City Code was amended with regard to the calculation of unit density
253 and unit type for PUD subdivisions in the R1-7, RM-7, and RM-20 zones. She explained the
254 permitted density for the R1-7 zone was limited to eight dwelling units per net acre. She noted
255 the net acreage after deducting the street area of 0.13 acres was 0.87 acres and the proposed
256 density of eight dwelling units per acre allowed for a maximum density of seven dwelling units.

257
258 Sherrie Pace said the proposed concept plan was for a condominium style PUD comprised of
259 three twin home structures and one single family dwelling consisting of seven for sale dwelling
260 units. She added the majority of property would be held in common and consist of open space,
261 driveways, and a private street. She noted six of the units would obtain access from the new 20
262 foot wide private street and the single family dwelling would have access via Main Street. She
263 explained all the units would be two stories with approximately 1,900 square feet of living space,
264 two car garages, and driveways for a total of 14 garage spaces and 14 driveway spaces which
265 exceeded the minimum 2.25 spaces per unit required by code. She indicated each unit would
266 have a backyard space and the entire development would have community open space with
267 detention and an amenity.

268 Sherrie Pace explained that under the PUD standards for Code section 10-7-4, as adopted at the
269 time of application, the Planning Commission would determine the minimum standards at
270 preliminary plan approval for lot area, width, yard, height and coverage, street width, as well as
271 varying other design standards contained within the ordinance 10-7-7. She stated the applicant
272 has proposed a variance or change to the following standards:

273
274 Right of way: 20 foot asphalt private street versus the standard 50 foot asphalt right of way, a
275 1,320 square foot lot size versus a standard 7,000 square foot lot, a 20 foot front setback versus a
276 standard 25 foot front setback from Main Street, an 18' foot front setback versus a standard 25
277 foot front setback from the private street, an 8'/12' (south/north) perimeter side setback versus a
278 standard 8'/12' (combined 20') side setback, a 15' (west) perimeter rear setback versus a
279 standard 25' rear setback, a maximum 13,000 square foot maximum lawn area versus a standard
280 25% or 6,500 square foot per lot maximum lot area, and four parking spaces per dwelling unit
281 (14 garage spaces/14 driveway for a total of 28 spaces) versus the standard 2.25 parking spaces
282 per dwelling unit.

283
284 Sherrie Pace explained that the City's ordinance related to water efficient landscape stated 25%
285 of the lot or a maximum of 6,500 square feet may be sod or lawn unless modified by the
286 Planning Commission for multi-family development. She mentioned the Planning Commission
287 directed the applicant to limit the sod area of the property to a maximum of 13,000 square feet
288 for the project and to include information at preliminary plat regarding the proposed HOA
289 recreational amenity (sport court, BBQ area, tot lot, etc.). She said the Development Review
290 Committee (DRC) recommended that the concept plan include an area adjacent to the private
291 street for the placement of garbage and recycling containers on pick up day. She stated the
292 purpose of the area would be for the temporary placement of cans for pick up other than Main
293 Street. She explained the garbage truck would enter the site, turn around and pick up the trash
294 upon exiting the development. She noted in addition the DRC recommended that a snow
295 easement be placed at the ends of private street and landscaped appropriately.

296
297 Ms. Pace said the process for review under the previous Code required the concept plan to be
298 reviewed by the Planning Commission and City Council. She mentioned the concept plan
299 approval granted general approval of the design and layout and authorized the applicant to apply
300 for preliminary plan approval. She stated preliminary plan and final plat could be combined and
301 processed at the same time. She indicated the Planning Commission recommended approval with
302 four conditions including 1) an area for garbage can placement on pick up days be added
303 adjacent to the private street, 2) snow storage areas be added to the ends of the private street and
304 landscaped appropriately, 3) the private street shall have no on street parking and shall be
305 permanently posted as such, and 4) the maximum amount of lawn or sod shall be limited to a
306 maximum amount of 13,000 square feet.

307
308 Councilmember Van Langeveld asked for the reasoning behind the accommodations being
309 requested by the applicant and why they could not meet the City Code requirements. Sherrie

310 Pace replied that the PUD subdivision variations were to allow applicants to create developments
311 with more open space, better amenities, and to address other missing middle housing pieces. She
312 said the new subdivision ordinance required more specific allowances.

313
314 Councilmember Van Langeveld mentioned that all of the proposed parking was either in the
315 garage or driveway and expressed concern with spillover parking. She asked if garages would be
316 required to be used for parking. Sherrie Pace responded that this request was something the
317 developer could be required to add to the CCR's for this community.

318
319 The City Council discussed the private street, guest parking, and neighborhood comments about
320 drainage issues.

321
322 **Councilmember Clayton moved that the City Council approve the concept plan as**
323 **proposed for Triplets on Main PUD at 391 North Main Street with the following conditions:**
324

- 325 1) **An area for garbage can placement on pick up days be added adjacent to the private**
326 **street;**
327 2) **Snow storage areas be added to the ends of the private street and landscaped**
328 **appropriately;**
329 3) **The private street shall have no on street parking and shall be permanently posted**
330 **as such;**
331 4) **The maximum amount of lawn or sod shall be limited to a maximum amount of**
332 **13,000 square feet.**

333
334 **Councilmember Van Langeveld seconded the motion.**

335
336 Councilmember Van Langeveld suggested a condition that the CCR's include that garage interior
337 spaces be intended for parking.

338
339 **Councilmember Clayton amended the motion to add the condition:**

- 340
341 5) **Require the CCR's to have a provision which requires residents to utilize the**
342 **garages for parking and not use the garages solely for storage.**

343
344 **Councilmember Van Langeveld seconded the amendment to the motion. The motion was**
345 **approved by Councilmembers Clayton, Jackson, and Van Langeveld. Councilmembers**
346 **Baskin and Knowlton were excused.**

347
348
349

350 3. CONSIDERATION OF RESOLUTION 2024-06R: A RESOLUTION SUPPORTING
351 THE WASATCH FRONT REGIONAL COUNCIL GOAL TO WORK TOWARDS
352 ZERO ROADWAY FATALITIES AND SERIOUS INJURIES
353

354 Karyn Baxter reported on the FHWA Safe Streets for All (SS4A) program which was part of the
355 Federal Infrastructure Investment and Jobs Act. She said the Wasatch Front Regional Council
356 (WFRC) has been working with a consultant to create the Comprehensive Safety Action Plan for
357 the WFRC area with each local government to decide whether to apply for funding to implement
358 safety strategies and project types referenced in the Action Plan. She noted in addition to tying an
359 application to the regional Comprehensive Safety Action Plan, public agencies were also
360 required to publicly commit to a goal of zero roadway fatalities and serious injuries. She
361 explained the proposed resolution would affirm the City's commitment to improving roadway
362 safety and meet the requirements for this grant opportunity.
363

364 Karyn Baxter shared information on the Safe System Approach which required moving away
365 from traditional safety paradigms. She continued this included preventing death and serious
366 injury, designing for human mistakes/limitations, reducing system kinetic energy, sharing
367 responsibility, and proactively identifying and addressing risks. She stated an analysis comprised
368 of risks was completed and a composite risk score was calculated for State, local, and UDOT
369 roads, with ratings for the following roads in the City: Redwood Road, US Highway 89, 1100
370 North, Foxboro Drive.
371

372 Councilmember Jackson commented that she did not see any concrete action plans. Karyn Baxter
373 replied that WFRC had a planning grant with a checklist for each City to complete to fulfill the
374 requirements to be eligible for different project funding.
375

376 Mayor Horrocks mentioned Wildcat Way was a problem area. Karyn Baxter said this was a
377 priority location but was not selected as a study case as it would be impacted by the I-15
378 construction.
379

380 **Councilmember Van Langeveld moved that the City Council approve Resolution 2024-06R**
381 **establishing the goal to work towards zero roadway fatalities and serious injuries.**

382 **Councilmember Jackson seconded the motion. The motion was approved by**
383 **Councilmembers Clayton, Jackson, and Van Langeveld.** Councilmembers Baskin and
384 Knowlton were excused.
385

386 4. UPDATE ON UTILITY BILL FORMATTING AND CUSTOMER ENGAGEMENT
387 PORTAL
388

389 Heidi Voordeckers reported on the requested utility bill formatting changes that would show
390 tiered usage. She showed an example of a utility bill with the proposed culinary usage

391 calculation per level/tier, the usage history, and the irrigation usage calculation per level/tier. She
392 indicated this updated bill should be ready to send out to residents for April's billing cycle.

393

394 Jon Rueckert reported on the customer portal and upgrading the meter system. He said both
395 towers were almost functional and anticipated the meter reading should be available in several
396 months. Mr. Rueckert showed the customer portal and the tools that would allow the customers
397 to review and pay their bill, and view usage, notifications, WaterScore, etc.

398

399 Councilmember Clayton asked about help for residents that had issues with the portal. Jon
400 Rueckert said there was a help option in the portal and paper billing would still be available.

401

402 Heidi Voordeckers mentioned that typically leaks would be found after monthly meter reads and
403 said that Public Works would then determine the problem. She said City policy was to try and
404 hold the resident harmless by giving them a billing discount back three months at the lowest rate
405 as a one time courtesy if they correct the issue. She noted this system could help to detect leaks
406 sooner.

407

408 Jon Rueckert said the system was also able to set up alerts to notify residents of usage.

409

410 Councilmember Jackson spoke on being able to read meters in real time versus a manual reading.
411 She asked about the billing cycle and meter reading. Jon Rueckert replied that all of the meters
412 that could read in real time had not yet been installed. He anticipated that there were
413 approximately 5,000 meters to be installed by the end of the fiscal year.

414

415 5. APPROVAL OF CITY COUNCIL MINUTES

416

417 The City Council minutes of February 20, 2024 were reviewed and approved.

418

419 **Councilmember Van Langeveld moved that the City Council approve the minutes from**
420 **February 20, 2024 as presented. Councilmember Clayton seconded the motion. The motion**
421 **was approved by Councilmembers Clayton, Jackson, and Van Langeveld.** Councilmembers
422 Baskin and Knowlton were excused.

423

424 6. ACTION ITEMS

425

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

427

428 7. COUNCIL REPORTS

429

430 Councilmember Jackson reported on the Parks and Arts Board meeting and new signage through
431 the trails system. She spoke on reviewing all City events for attendance, cost, targeted
432 demographics, etc. and potentially consolidating.

433 Councilmember Van Langeveld reported on meeting with local elementary schools and
434 school/City partnerships.

435
436 Councilmember Clayton reported on attending the upcoming Youth City Council conference in
437 Logan. She also mentioned the Bountiful City Handcart Days Parade and City Council
438 participation on July 20th.

439

440 8. CITY ATTORNEY'S REPORT

441

442 Todd Godfrey had nothing to report.

443

444 9. MAYOR'S REPORT

445

446 Mayor Horrocks reported on fluoridation of the water and said the City could not opt out if the
447 water was provided by Weber Basin.

448

449 Mayor Horrocks mentioned that he would not be able to attend the Youth City Council
450 conference in Logan. Councilmember Van Langeveld commented that she would be able to
451 attend.

452

453 Mayor Horrocks spoke on the caucus meetings held on March 5th and said he was a County
454 delegate and an alternate to the State delegation.

455

456 10. CITY MANAGER'S REPORT

457

458 Ken Leetham spoke on the Legislative session and said staff would continue to be vigilant
459 regarding gravel pits. He mentioned other legislation related to housing, building inspections,
460 and zoning concepts.

461

462 11. ADJOURN INTO CLOSED SESSION

463

464 **At 8:30 p.m. Councilmember Clayton moved to go into closed session to discuss the**
465 **purchase, exchange, sale, or lease of real property. Councilmember Jackson seconded the**
466 **motion. The motion was approved by Councilmembers Clayton, Jackson, and Van**
467 **Langeveld.** Councilmembers Baskin and Knowlton were excused.

468

469 12. ADJOURN

470

471 The meetings were adjourned during the closed session at 8:54 p.m.

472

473

474 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*
475 *March 19, 2024 by unanimous vote of all members present.*

476

477

478

479 _____
Brian J. Horrocks, Mayor

_____ *Wendy Page, City Recorder*

Action Items for March 19, 2024

Item	Staff	Description	Staff Responses
New			
1		(3-6-24 Mayor Horrocks) Potential hardship policy for mandatory recycling. Review costs for waste & recycling services.	
2		(3-6-24 CM Jackson) Council review of all City events for potential consolidating or removal. Staff to potentially prepare information on past events including attendance, cost, targeted demographics, etc.	<i>(3/13/24) Staff has updated the general ledger to include new gl accounts for each of the regular events. The new breakdown for review/discussion at the budget retreat scheduled for 3/23/24.</i>
Current			
1	Heidi	(2-20-24) Request for property tax report and sales tax analysis related to the City's industrial park.	<i>(3/13/24) Staff will work with the County and prepare an analysis for presentation at a future City Council meeting.</i>
2	David / Karyn	(2-6-24 CM Jackson) Staff to further investigate and reach out to Big West Oil related to soil conditions of park strip on the south side of Center Street adjacent to BWO property.	
3	Tyler	(2-6-24 Mayor Horrocks) Railing at the golf course near the 17 th green is rusted.	<i>(2/28/24) The railing on #17, #5, #6, #9, #17, #18 railings are all slated to be repaired and repainted this spring. We have the materials and are just waiting on higher temperatures.</i>
4	Sherrie / Karyn	(1-2-24 CM Van Langeveld & Knowlton) Staff to provide maps and inventory of City Owned properties, particularly those over one acre and list parcels that could potentially be put to a different use.	<i>(1/9/24) CD department is working with all departments and will provide a google earth map layer that shows the city owned properties.</i>
5	Ken	(1-2-24 CM Van Langeveld) Staff to research additional cell towers or options in the Eaglewood Golf Course area including moving the existing cell tower near the clubhouse to the flagpole area and the ordinance related to smaller cellular towers.	<i>(2/15/24) Ken reached out to Crown Castle re: the existing cell tower near the clubhouse to determine options. Ongoing discussions-Crown Castle can perform coverage studies and make recommendations concerning needed towers and equipment.</i>
6	Karyn	(1-2-24 Mayor Horrocks) Staff to follow-up on potholes along Eagleridge Drive.	
7	Ken	(3-7-23) Staff to identify any items that would qualify for the Community Funding Projects that Congressman Stewart advised Mayor Horrocks about.	<i>(3/16/23) Staff met with Stewart representatives and had an additional training meeting on this program. We will work to prepare the City for the 2024 Grant cycle.</i>

8	Ken/Wendy	(3-7-23) Staff to prepare a policy related to City Hall rental/use.	<i>(3/16/23) Staff is reviewing city hall use policies and will propose a written policy statement in a future Council meeting.</i>
9	Sherrie & PW/Parks Dept.	Combined Action Items: (Various Dates) Park strips & City owned property. Review city code for park strip landscape requirements, propose alternatives for vegetation requirements (trees) & evaluate city owned park strips and properties for recommendation on conversion to water wise landscape & review compliance notifications and processes. (3-21-23) Look into increasing tree plantings on City owned land.	<i>(5/11/23) Work Session scheduled for May 16.</i>
10	Ken	(1-4-22) Options for emergency preparedness training for staff including windstorms, landslides, etc.	<i>(4/12/22) Staff is exploring solutions with Davis County.</i>
11	Ken	(2-16-21) 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>
12	David, Ken	Long range monitoring item: (3-1-22) Review the park reservation cleaning deposit next year to see if it was effective in relation to damage/cleaning-Staff to provide a study by the end of 2022. (2-6-24) Councilmember Baskin requested this report be provided in an upcoming meeting.	<i>(3/21/23) Public Works has built a work order system for tracking, reviewing and documenting damages and associated costs made to pavilions and will report back to council at the end of the 2023 season because there was not enough data at the end of 2022.</i>
Future Agenda Item Discussion Requests			
1	Sherrie	(2-6-24) Schedule a joint Council / Planning Commission work session to provide direction to Landmark Design on the General Plan update and be involved from the beginning.	<i>(2/27/24) Finalizing schedule with consultant.</i>
2	Sherrie	(1-2-24) Work session related to Code changes for the Rip the Strip Program and regulations for street trees.	
3	David/Linda	(12-6-23) Signage for Veterans Memorial Park and Hatch Park (Bamberger marker) back to City Council for review at future meeting.	
4	Sherrie	(11-7-23) A future discussion item related to Wasatch Choice and the Utah Trail network opportunity from Davis County to Salt Lake County.	
5	Sherrie	(10/3/23) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	

6	Ken/CM Van Langeveld	(8-15-23) Plan for a work session discussion on the wellbeing survey results and any action to be implemented (including any recommendations from the Health & Wellness Committee)	<i>(9/27/23) Staff to present survey results to the Health & Wellness Committee and then schedule this in a CC work meeting.</i>
7	Ken	(6-20-23) Potential City Council discussion on cyber security.	<i>(7/12/23) A work meeting for this item will be held in September or October as schedules allow.</i>
8	Todd	(6-20-23) City Attorney to discuss first amendment, equal protection, and use of public facilities (time, place, manner restrictions).	<i>(7/12/23) This item will be scheduled for January 2024 after the new City Council is in place.</i>
9	Ken/CM Baskin	(6-20-23) Tree planting program work session discussion (8-1-23). Development of City's tree planting program. Staff to provide a report by the end of the year.	<i>(7/12/23) A representative of Holladay City will schedule a date when they can present their program to the City Council.</i>
Completed			
1	Sherrie	(1-16-24) Work session to review zoning, available properties in the City, and an overview of the General Plan process.	<i>(3/14/24) Meeting held on March 1st with CM Clayton & Jackson to review GP and zoning.</i>
2	Ken / CM Van Langeveld	(2-20-24 CM Van Langeveld) One Kind Act a Day/Kindness Initiative – follow up and report back by Health and Wellness Committee	<i>(2/27/24) Staff to include on the next H&W Committee meeting.</i>
3	Ken / Jon	(2-20-24 CM Jackson) Staff to evaluate the City's right to opt out of adding fluoride to City water (was it countywide?), including the cost to add a ballot item, if necessary, and the costs of adding fluoride to the water.	<i>(2/28/24) Staff will perform research on this and report back to the City Council.</i>
4	Wendy / CM Van Langeveld	(2-20-24) Orchard Elementary winners of the Martin Luther King Jr. speech contest to present during an upcoming City Council meeting.	<i>(3/6/24) Isaac Cyril and Lexi Marshall shared their speeches during the thought portion of CC meeting.</i>
5	Sherrie	(2-6-24) Request that the General Plan update show some analysis in the Land Use Element of revenue per acre basis.	<i>(2/27/24) Consultant has been advised of request.</i>
6	Sherrie	(1-16-24 CM Baskin) Request for a Planning Commission update as part of the City Council meeting packet.	<i>(2/27/24) Memo will be included in each Council Packet beginning 3/6/24.</i>
7	Jon	(11-7-23) Street light repairs (Mont Clair, 900 North between Redwood and Fox Hollow, Springwood Drive).	<i>(2/27/24) Hunt has finished street light repairs on the East side of the city and is working through the noted repairs on the West side of the city from the last inspection in February. All streetlights will be inspected again in April.</i>
8	Jon	(8-15-23) Provide update on software/system to allow customers to see water usage to aid conservation efforts.	<i>(2/27/24) Will provide an update to the Council at 3/6/24 Council Meeting.</i>

9	Heidi	(8-15-23) Continue research on ability to print tiered water usage on the paper utility bill also in the interim.	<i>(2/29/24) Update and sample layout will be presented at the 3/6/24 Council Meeting.</i>
10	Ken	(11-7-23) A future discussion item to determine if the four day/ten hours a day work week for City staff was still meeting resident needs.	<i>(3/6/24) Memo included for this item in 3/6/24 CC agenda packet, discussion will be scheduled during budget retreat.</i>



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054

(801) 335-8700

(801) 335-8719 Fax

To: Honorable Mayor and City Council
From: Sherrie Pace, Community Development Director
CC: City Manager
Date: March 19, 2024
Re: Planning Commission Action Update

Meeting Date:

March 12, 2024

Consideration of a conditional use permit for three drive approaches, one of which being over 50 feet wide at 25 East Pacific Avenue (administrative action)

The PC approved the conditional use permit for the additional drive approach to allow forward motion of passenger vehicles leaving the site and the increased driveway width from 40 feet to 50 feet to accommodate the delivery trucks that use that access the existing loading docks.