



# CITY OF NORTH SALT LAKE

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## CITY COUNCIL MEETING

### NOTICE & AGENDA

June 18, 2024

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on June 18, 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 and Discussion on City Trails by the Members of the Parks, Trails, Arts and Recreation Advisory Board
2. 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 2024-22R: A Resolution Adopting Amendments to the 2023-2024 Fiscal Year Budgets
5. Consideration of Resolution 2024-23R: A Resolution Authorizing the City to Pick-Up the Employee Portion of the Tier 2 Hybrid Public Safety Contribution Rate
6. Consideration of Resolution 2024-21R: A Resolution Approving a Lease Agreement Authorizing the Issuance of \$649,312.37 in Debt for the Purchase of Golf Course and Storm Water Equipment
7. Consideration of Purchase of VertexOne Customer Portal Software Providing Users Access to Water Meter Data in the Amount of \$55,222.22
8. Consideration of Resolution 2024-24R: A Resolution Setting the Certified Tax Rate for the Fiscal Year 2024-2025 Budget
9. Consideration of Resolution 2024-25R: A Resolution Adopting the Fiscal Year 2024-2025 Fiscal Year Budgets
10. Consideration of Bid Award to MC Green for the Secondary Water and Street Reconstruction Project, Elk Hollow Road and Elk Hollow Circle in the Amount of \$978,565
11. Review and Discussion of Possible Landscaping Designs for Eagleridge Drive

12. Approval of City Council Minutes of June 4, 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*

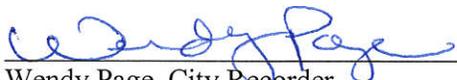
**\*\*IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING THE PUBLIC BODY WILL RECONVENE AS THE REDEVELOPMENT AGENCY (RDA)\*\***

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 broadcasted 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 June 18, 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: June 12, 2024

  
Wendy Page, City Recorder



## **Summary Guide of City Council Agenda Items for June 18, 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. Report from members of the Parks and Arts Board on Trails.

Item #4: Public Hearing and Action on Resolution 2024-22R: Adopting Minor Amendments to the 2023-2024 Fiscal Year Budgets – City Council action required.

- a. Each year, just prior to the close of the fiscal year (June 30), the City considers minor adjustments to the annual budget. There are several changes proposed which reflect increases in revenues and expenses based upon actual numbers as we approach the end of the FY.

Item #5: Resolution 2024-23R: Authorizing the City’s “pick-up” of increased public safety retirement contributions – City Council action required.

- a. The 2024 Legislature increased the required public safety Tier II retirement contribution rate by 2.27%. The City has picked up these increases as a past practice.
- b. Total fiscal impact: \$13,900 annually

Item #6: Resolution 2024-21R: Adopting a Lease-Purchase Agreement for Golf and Storm Water Equipment – City Council action required.

- a. The lease-to-purchase agreement is really a purchase and we will own the equipment at the end of the terms.
- b. Total amount borrowed: \$649,312.37; Interest rate: 4.84%; 5 payments of \$149,312 annually.
- c. Golf equipment and street sweeper included in the agreement.

Item #7: Consideration of Software Purchase – City Council action required.

- a. VertexOne software allows customers to see up to date water usage. New accounts will have a comprehensive customer dashboard.
- b. This action is approval of year one for \$55,222.22 and four additional years’ estimates are included in background materials.
- c. This is the customer/retail side of the previously approved tower meter read project.

Item #8: Resolution 2024-24R: Setting the FY25 Certified Tax Rate – City Council action required.

- a. Davis County provides the City annually with a certified tax rate based upon property tax formulas governed by the State of Utah. This year, the City is projected to receive \$2,952,079 (new growth: \$36,474 included in the total). Certified tax rate: 000872

Item #9: Resolution 2024-25R: Adopting the FY 25 Budget – City Council action required.

- a. This annual requirement was the subject of the budget retreat (March 23); tentative budget submittal (May 7) and public hearing (June 4). Since the hearing, three minor items have been added.

Item #10: Bid Award for Secondary Water and Street Reconstruction on Elk Hollow Drive and Circle – City Council action required.

- a. This item awards a bid to MC Green for work on Elk Hollow Drive and Elk Hollow Circle in the amount of \$978,565.

Item #11: Reporting item on possible landscape treatments on Eagleridge Drive – No City Council action required.

- a. This item will be a presentation on possible treatments and costs of landscaping on Eagleridge Drive east of US89.

Adjournment to the City’s Redevelopment Agency Meeting after the end of the regular City Council meeting.

Summary of RDA meeting on June 18, 2024

Item #2: Public Hearing and Resolution RDA 2024-01R: Amending the FY24 (current year) RDA Budget – RDA Board Action required.

- a. This item makes minor changes to the FY24 or current year RDA budget. Changes throughout the budget year in actual collections in both TIF revenue and RAP tax revenue require minor changes to this budget prior to the end of the fiscal year (June 30).

Item #3: Public Hearing and Resolution RDA 2024-02R: Resolution adopting the FY25 budget – RDA Board Action required.

- a. This required item is the public hearing and adoption of the FY25 budget for the upcoming fiscal year for the entire Redevelopment Agency.

Item #4: Resolution RDA 2024-03R: Amending the RDA by-laws – RDA Board Action required.

- a. This action makes technical clean-up changes to the by laws and a significant change to the structure of Board member officer terms.



# 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:** June 18, 2024

**SUBJECT:** Consideration of Resolution 2024-22R: A Resolution Adopting Amendments to the Fiscal Year 2023~2024 General Fund, Debt Service Fund, Park Development Fund, Storm Water Fund, Water Fund, Golf Fund, and Fleet Fund Budgets

### 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 increases to revenues, operating expenditures and capital expenditures, as detailed below:

#### Revenue Adjustments

- Court Fee collections: \$50,000
- Golf Course Clubhouse and Grill Revenues: \$225,000
- Debt Service Fund Transfer from Redwood Road RDA: \$60,000
- Fleet Interfund Reimbursement by Public Safety: \$4,375

#### Increased Operating Expenditures

- General Fund Contracted Expenses for IT and HVAC Repair: \$35,000
- General Fund Misc. Other Expenses: \$10,375
- Golf Fund Operating Expenses: \$225,000

#### Changes to Capital Expenditures

- Increase for Boat Ramp Bid: \$30,000
- Increase in Water Project - Mountainview/Sky View/Wild Flower/Sego Lily: \$100,000

- Decrease in Water Project - Equalization 350 E and Morton: (\$100,000)
- Increase in Vehicle Purchases for (2) Harley Davidson's: (\$35,000)

The total requested amendments represent a net increase to fund balance of \$4,000. 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 that the City Council approve Resolution 2024-22R: A Resolution Adopting Amendments to the Fiscal Year 2023~2024 General Fund, Debt Service Fund, Park Development Fund, Storm Water Fund, Water Fund, Golf Fund, and Fleet Fund Budgets.

#### Attachments

- 1) Resolution 2024-22R
- 2) Resolution 2024-22R Exhibit A

**RESOLUTION NO. 2024-22R**

**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, DEBT SERVICE FUND, PARK DEVELOPMENT FUND, WATER FUND, STORM WATER FUND, GOLF 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, Debt Service Fund, Park Development Fund, Storm Water Fund, Water Fund, Golf 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 June 18, 2024 for public comment concerning the adoption of said budget amendments; 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:

<b>By Amendment Type:</b>	<b>Increase/(Decrease) in CITY-WIDE Fund Balance</b>
<b>Increase in Projected Revenues: Court Fees, Golf Fees</b>	\$275,000
<b>Increase in Operating Expenditures: General Fund and Golf</b>	(\$266,000)
<b>Increase in Capital Expenditure: Boat Ramp, Motorcycles</b>	(\$65,000)
<b>Increase in Interfund Transfers: RDA to Debt Service/Rap Tax</b>	\$60,000
<b>Total Fund Balance Increase/(Decrease)</b>	<b>\$4,000</b>

<b>By Fund:</b>	<b>Increase/(Decrease) in Fund Balance</b>
<b>General Fund</b>	\$4,625
<b>Debt Service/Rap Tax Fund</b>	\$60,000
<b>Park Development Fund</b>	(\$30,000)
<b>Fleet Fund</b>	(\$30,625)
<b>Total Fund Balance Increase/(Decrease)</b>	<b>\$4,000</b>

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 18<sup>th</sup> day of June 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 - June 18, 2024**

FUND/DEPT	ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	BUDGET ADJUSTMENT	TOTAL BUDGET	REASON
<b>FUND 10 - GENERAL FUND</b>						
COURT	10-1035-35100	COURT FINES & BAIL FORFEITURES	(350,000)	(50,000)	(400,000)	INCREASE IN REVENUE PROJECTIONS
BUILDINGS	10-1140-42000	GENERAL & CONTRACTED SERVICES	165,000	20,000	185,000	BUILDING REPAIRS (CONTINUED HVAC REPAIR)
CAO	10-1103-42900	TRAVEL, EDUCATION AND TRAINING	6,000	6,000	12,000	EXECUTIVE RETREAT, ICMA MEMBERSHIP
ADMIN SUPP	10-1120-42000	GEN & CONTRACTED SERVICES-IT	60,000	15,000	75,000	ADDITIONAL SUPPORT/WORK, SERVER UPGRADES
POLICE	10-2400-49014	INTERDEPARTMENTAL ANNUAL CAP	197,800	4,375	202,175	INCREASE FOR MID-YEAR VEHICLE PURCHASE (2 HARLEY'S)
				<b>4,625</b>		<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>
<b>FUND 32 - DEBT SERVICE FUND</b>						
	32-5322-37125	TRANSFERS FROM RDA FUND	(400,000)	(60,000)	(460,000)	INCREASE XFR FROM RDA TO OFFSET POTENTIAL RAP TAX SHORTFALL
				<b>60,000</b>		<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>
<b>FUND 41 - PARK DEVELOPMENT FEES FUND</b>						
	41-5356-52330	CONCRETE BOAT RAMP	141,750	30,000	171,750	COST INCRESAE BASED ON FINAL PROJECT BID (AWARDED 5.7.24)
				<b>(30,000)</b>		<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>
<b>FUND 51 - WATER FUND</b>						
	51-3905-52253	MTNVIEW/SKYVIEW/WILDFLOWER/SEG	338,330	100,000	438,330	INCREASE FOR ADDITIONAL PROJECT COSTS
	51-3905-51722	EQUALIZATION 350 E AND MORTON	205,065	(100,000)	105,065	DECREASE FOR PROJECT UNDER BUDGET
				-		<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>
<b>FUND 53 - STORM WATER FUND</b>						
	53-3112-37200	PROCEEDS FROM BORROWING	(302,360)	(70,000)	(372,360)	INCREASE TO RECOGNIZE FULL AMOUNT OF STREET SWEEPER LOAN
	53-3112-37300	GAIN ON DISPOSAL OF CAP ASSET	(70,000)	70,000	-	MOVE ASSET DISPOSAL REVENUE TO FY 2024-2025
				-		<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>
<b>FUND 55 - GOLF FUND</b>						
REVENUE	55-5500-34200	FEES GREEN	(1,200,000)	(60,000)	(1,260,000)	INCREASE FOR ADDITIONAL SALES
REVENUE	55-5501-34402	CONCESSIONS - CATERING	(225,000)	(70,000)	(295,000)	INCREASE FOR ADDITIONAL SALES
REVENUE	55-5501-34409	CONCESSIONS - GRILL	(250,000)	(25,000)	(275,000)	INCREASE FOR ADDITIONAL SALES
REVENUE	55-5501-34406	PRO SHOP SALES	(375,000)	(20,000)	(395,000)	INCREASE FOR ADDITIONAL SALES
REVENUE	55-5501-34603	RENTS AND LEASES BANQUET	(140,000)	(50,000)	(190,000)	INCREASE FOR ADDITIONAL SALES
CLUBHOUSE	55-5584-40570	COST OF SALES	230,000	40,000	270,000	INCREASE FOR ADDITIONAL PRO SHOP SALES
CLUBHOUSE	55-5584-42000	GENERAL & CONTRACTED SERVICES	15,000	30,000	45,000	INCREASED FOR GOLF CART GPS EQUIPMENT LEASE AND MONITORING
CLUBHOUSE	55-5584-42110	BANK CHARGES	45,000	30,000	75,000	INCREASE FOR POS SYSTEM CHANGES AND INCREASED SALES
CLUBHOUSE	55-5584-42202	GROUNDS CARE	23,000	15,000	38,000	INCREASE IN MAINTENANCE EXPENDITURES
GREENS	55-5585-43100	WATER AND SEWERAGE	118,800	40,000	158,800	INCREASE BASED ON PRIOR YEAR FINAL WATER USAGE
GRILL	55-5586-40570	COST OF SALES	120,000	55,000	175,000	INCREASE FOR ADDITIONAL GRILL SALES
GRILL	55-5586-45200	OPERATING SUPPLIES	27,500	15,000	42,500	INCREASE FOR ADDITIONAL GRILL SALES
				-		<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>
<b>FUND 61 - FLEET</b>						
	61-1158-48502	VEHICLES	447,900	35,000	482,900	INCREASE FOR MID YEAR VEHICLE PURCHASE - 2 HARLEY DAVIDSON'S
	61-1151-34904	ANNUAL CAPITAL CHARGES	(510,200)	(4,375)	(514,575)	CONTRIB FOR MID YEAR VECHILCE PURCHASE
				<b>(30,625)</b>		<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>
<b>TOTAL ALL FUNDS</b>				<b>4,000</b>		<b>NET INCREASE/(DECREASE) IN FUND BALANCE</b>



# CITY OF NORTH SALT LAKE FINANCE DEPARTMENT

10 East Center Street  
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(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:** June 18, 2024

**SUBJECT:** Consideration of Resolution 2024-23R: A Resolution of the Governing Body of the City of North Salt Lake authorizing the City to “Pick-Up” the Employee Portion of the Tier 2 Hybrid Public Safety Contribution Rate of 4.73%.

### **BACKGROUND**

In 2020, the Utah Retirement System (URS) increased the Tier 2 Hybrid Public Safety and Firefighter Retirement System Contribution Rate by 2.27%. At that time, the City Council determined to voluntarily pay the increase on behalf of eligible employees. In 2022, the rate increased to 2.59% and the City Council again authorized the payment of this rate on behalf of employees. Beginning July 1, 2024, the rate of employee contribution will increase to 4.73%, and the proposed resolution authorizes the City to continue the benefit contribution at the new rate.

The City employs 9 Tier 2 public safety employees, and the fiscal impact of the 2024 rate increase is approximately \$13,900/year with an overall cost of \$33,900/year (up from an estimated \$20,000/year). The intent of proposing this resolution and benefit is to help the City stay competitive with public safety benefits provided by neighboring communities.

### **POSSIBLE MOTION**

I move that the City Council approve Resolution 2024-23R: A Resolution authorizing the City to “Pick-Up” the Employee Portion of the Tier 2 Hybrid Public Safety Contribution Rate of 4.73%.

Attachments:

- 1) Resolution 2024-23R

**RESOLUTION NO. 2024-23R**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE AUTHORIZING THE CITY TO “PICK-UP” THE EMPLOYEE PORTION OF THE TIER 2 HYBRID PUBLIC SAFETY RETIREMENT SYSTEM CONTRIBUTION RATE OF 4.73%.**

**WHEREAS**, the City participates as a Non-Contributory employer in the Utah Retirement Systems (“URS”), which establishes certain retirement benefits for regular and public safety employees; and

**WHEREAS**, City employees enrolled in the URS Tier 2 Hybrid Public Safety retirement system are required to contribute a rate equal to a certain percentage of their salary; and

**WHEREAS**, the Internal Revenue Service and Utah State Statute allow participating entities the option to pay up to the maximum portion of the employee contribution rate for these employees; and

**WHEREAS**, the City has covered, or “picked-up”, the employee contribution rate since 2020, which will increase from 2.59% to 4.73% on July 1, 2024; and

**WHEREAS**, the City desires to continue to provide a competitive and fair compensation and benefits package to all of its public safety employees and further desires to include this increase in its compensation package for its Tier 2 Hybrid Public Safety employees;

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of North Salt Lake, that:

**Section 1.** In compliance with Section 414(h)(2), IRS Code, the City of North Salt Lake hereby confirms that it will pay the full costs of the employee portion of the Utah Retirement System Tier 2 Hybrid Public Safety rate of 4.73% .

**Section 2. Effective Date.** This Resolution shall become effective immediately upon passage.

**APPROVED AND ADOPTED** by the City of North Salt Lake, Utah, on this 18<sup>th</sup> day of June, 2024.

CITY OF NORTH SALT LAKE

By:

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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	_____



# CITY OF NORTH SALT LAKE FINANCE DEPARTMENT

10 East Center Street  
North Salt Lake, Utah 84054  
(801) 335-8700  
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Brian J. Horrocks  
Mayor

Heidi Voordeckers  
Finance Director

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Heidi Voordeckers, Finance Director

**DATE:** June 18, 2024

**SUBJECT:** Consideration of Resolution 2024-21R: A Resolution Approving the form of the Lease/Purchase Agreement with ZIONS BANKCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

### BACKGROUND

The City has expressed its intent to lease certain equipment for the Storm Water Fund and Golf Fund through the adoption of the FY 2022-2023 and FY 2023-2024 budgets. While delivery of the budgeted equipment has been slower than anticipated, it is now appropriate to establish an equipment lease at the best possible terms in order to take delivery of equipment on behalf of Eaglewood Golf Course.

### SUMMARY

The total amount of the lease purchases proposed for financing is \$649,312.37, broken out as follows:

- Storm Water Fund - \$373,114.00
- Golf Fund - \$276,198.37

The terms of the lease purchase, more specifically described in the attached lease agreement, include:

- 5-year term with no pre-payment penalty
- Interest Rate - 4.84%
- Annual Payment - \$149,312, from 6/26/2025-6/26/2029
- One time escrow fee of \$1,500

The following equipment will become City property at the conclusion of the lease:

- Street Sweeper - \$372,360
- (2) Greens Master Mowers - \$95,584.10
- Workman HDX-2WD Kubota - \$35,394.40
- Multi Pro Sprayer - \$34,670.14
- Ventrac Attachments (Mower and Spreader) - \$10,250.00
- Turfco Riding Sprayer - \$13,495.00
- Sand Pro 2040Z - \$17,008.00

- Workman UTX - \$23,160.33
- (2) Used ReelMaster 5410-D Mowers - \$45,886.40

### **POSSIBLE MOTION**

I move the City Council approve Resolution 2024-21R: A Resolution Approving the form of the Lease/Purchase Agreement with ZIONS BANKCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.

### Attachments

- 1) Resolution 2024-21R
- 2) North Salt Lake Lease Agreement with Escrow

**RESOLUTION NO. 2024-21R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE APPROVING THE FORM OF THE LEASE/PURCHASE AGREEMENT WITH ZIONS BANKCORPORATION, N.A., SALT LAKE CITY, UTAH AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF.**

**WHEREAS**, The City Council (the “Governing Body”) of North Salt Lake (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

**WHEREAS**, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

**WHEREAS**, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

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

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

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 18<sup>th</sup> day of June 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	_____

## UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: North Salt Lake  
Address: 10 E. Center Street  
City, State Zip: North Salt Lake, UT 84054  
Attention: Heidi Voordeckers  
Public Finance Office: Finance Manager  
County: Davis  
Amount: 647,812.37  
Rate: 4.840  
Maturity Date: June 26, 2029  
First Pmt Date: June 26, 2025  
Payment Dates: June 26  
Auto Extend: 5  
Governing Body: City Council  
Resolution Date: June, 2024  
Dated Date: June, 2024  
Day: 26th  
State: Utah

**\$647,812.37**  
**North Salt Lake**  
**Lease Purchase Agreement**

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1. Lease/Purchases Agreement of the North Salt Lake
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Exhibit G. Escrow Agreement
9. Form 8038-G
10. Wire Transfer Request

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LEASE/PURCHASE AGREEMENT

Dated as of June 26, 2024

by and between

**ZIONS BANCORPORATION, N.A.,**  
as Lessor

and

**NORTH SALT LAKE,**  
as Lessee

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## LEASE/PURCHASE AGREEMENT

THIS LEASE/PURCHASE AGREEMENT, dated as of June 26, 2024, by and between ZIONS BANCORPORATION, N.A., a national banking association duly organized and existing under the laws of the United States of America, as lessor (the “Bank”), and North Salt Lake (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

### WITNESSETH:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1 Definitions and Rules of Construction.** Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Acquisition Amount” means \$649,312.37 and is the amount represented by Lessee to be sufficient to acquire the Leased Property and pay any ancillary costs associated therewith.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee and shall be the date on which the Acquisition Amount is deposited with the Escrow Agent.

“Escrow Account” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

“Escrow Agent” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement dated June 26, 2029 executed by Lessee, Bank and the Escrow Agent, pursuant to which the Escrow Account is established and administered. A copy of the Escrow Agreement shall be found in Exhibit G.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E, F, and G attached to this Lease are by this reference made a part of this Lease.

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an “Obligation Instrument”), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

**By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:**

**(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and**

**(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.**

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank’s interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies, and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto will not reimburse the Lessee for any expenditures incurred prior to the date of this Lease and do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the

Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not

expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

(A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

(B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

(m) Small Issuer Exemption from Bank Nondeductibility Restriction. Based on the following representations of the Lessee, the Lessee hereby designates this Lease and the interest components of the Lease Payments hereunder as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code: (i) this Lease and the Lease Payments hereunder are not private activity bonds within the meaning of Section 141 of the Code; (ii) the Lessee reasonably anticipates that it, together with all “aggregated issuers,” will not issue during the current calendar year obligations (other than those obligations described in clause (iii) below) the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code which, when aggregated with this Lease, will exceed an aggregate principal amount of \$10,000,000; (iii) and notwithstanding clause (ii) above, the Lessee and its aggregated issuers may have issued in the current calendar year and may continue to issue during the remainder of the current calendar year private activity bonds other than qualified 501(c)(3) bonds as defined in Section 145 of the Code. For purposes of this subsection, “aggregated issuer” means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee. The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank is a national banking association, duly organized, existing and in good standing under and by virtue of the laws of the United States of America, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

### ARTICLE III

#### AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

**SECTION 3.1 Lease.** The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E, F, and G hereto.

**SECTION 3.2 Term.** The Term of this Lease shall commence on the date of execution of this Lease, which is also the date on which the Acquisition Amount is deposited with the Escrow Agent, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E, F, and G attached hereto, and continue until the end of the fiscal year of Lessee in effect at the

Commencement Date (the “Original Term”). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee’s fiscal year, except for the last such period which may be less than a full fiscal year, (each, a “Renewal Term”) subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on June 26, 2029, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the “Scheduled Term” irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an “Event of Nonappropriation”), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

**SECTION 3.3 Termination.** This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank’s election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

**SECTION 3.4 Lease Payments.**

(a) **Time and Amount.** During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the “Lease Payment Date”).

(b) **Rate on Overdue Payments.** In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) **Additional Payments.** Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

**SECTION 3.5 Possession of Leased Property Upon Termination.** Upon termination of this Lease pursuant to Sections 3.3(a) or 3.3(c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased

Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

## ARTICLE IV

### INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is

delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

**SECTION 4.2 Damage to or Destruction of the Leased Property.** If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

## ARTICLE V

### COVENANTS

**SECTION 5.1 Use of the Leased Property.** The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

**SECTION 5.2 Interest in the Leased Property and this Lease.** Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might

arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

## ARTICLE VI

### ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be “events of default” under this Lease and the terms “events of default” and “default” shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

**SECTION 7.2 Remedies on Default.** Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;
- (b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and
- (c) take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease, the Security Documents (defined in Section 9.3), the Escrow Agreement or as a secured party in any or all of the Leased Property or the Escrow Account hereunder.
- (d) terminate the Escrow Agreement and apply the proceeds in the Escrow Account to the Lease Payments due hereunder.

**SECTION 7.3 No Remedy Exclusive.** No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

**SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses.** In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

**SECTION 7.5 Waiver of Certain Damages.** With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

## ARTICLE VIII

### PREPAYMENT OF LEASE PAYMENTS IN PART

**SECTION 8.1 Extraordinary Prepayment From Net Proceeds.** To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

**SECTION 8.2 Option to Purchase Leased Property.** Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property

by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

## ARTICLE IX

### MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133  
Attention: Kirsi Hansen

If to the Lessee:

North Salt Lake  
10 E. Center Street  
North Salt Lake, UT 84054  
Attention: Heidi Voordeckers

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property and any moneys and investments held from time to time in the Escrow Account to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The

Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only, and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages, or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

**ZIONS BANCORPORATION, N.A.**, as Lessor

By \_\_\_\_\_  
Authorized Officer

**NORTH SALT LAKE**, as Lessee

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE\*

**1. Interest.** Interest components payable on the principal amount outstanding have been computed at the rate of four and eighty-four hundredths' percent ( 4.84 % ) per annum calculated based on twelve 30-day months during a 360-day year.

**2. Payment Dates and Amounts.**

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/26/2024	-	-	-	-	-
06/26/2025	117,885.37	4.840%	31,426.72	149,312.09	149,312.09
06/26/2026	123,591.02	4.840%	25,721.07	149,312.09	149,312.09
06/26/2027	129,572.82	4.840%	19,739.26	149,312.08	149,312.08
06/26/2028	135,844.15	4.840%	13,467.94	149,312.09	149,312.09
06/26/2029	142,419.01	4.840%	6,893.08	149,312.09	149,312.09
<b>Total</b>	<b>\$649,312.37</b>	<b>-</b>	<b>\$97,248.07</b>	<b>\$746,560.44</b>	<b>-</b>

**EXHIBIT B**

**DESCRIPTION OF THE LEASED PROPERTY**

A Tymco 600 BAH Air Sweeper (VIN 3HAEUMMN6RL349795) and several pieces of equipment for the Eaglewood Golf Course:

Ln	Product	Description	Order Qty	BO Qty	Shipped Qty	Qty UM	Unit Price	Amount(Net)
1	<b>04358</b> Serial #: 416516640 Serial #: 416516642	Greensmaster 3150-Q	2.00	0.00	2.00	EA	47,792.05	95,584.10
2	<b>04476</b>	3 WD Kit (Without ROPS) 50 (NO ROPS)	2.00	1.00	1.00	EA	0.00	0.00
3	<b>04255</b>	Narrow Wiehle Roller (One roller)	6.00	0.00	6.00	EA	0.00	0.00
4	<b>04654</b> Serial #: 416484891 Serial #: 416484892 Serial #: 416484893 Serial #: 416484894 Serial #: 416484895 Serial #: 416484896	11 Blade Cutting Unit	6.00	0.00	6.00	EA	0.00	0.00
5	<b>121-2260</b>	REAR ROLLER SCRAPER KIT, 21"	6.00	6.00	0.00	EA	0.00	0.00

Ln	Product	Description	Order Qty	BO Qty	Shipped Qty	Qty UM	Unit Price	Amount(Net)
1	<b>07385</b> Serial #: 416455638	Workman HDX-2WD Kubota Diesel	1.00	0.00	1.00	EA	35,394.40	35,394.40
2	<b>RECYCLE</b>	Tire recycling /per tire	4.00	0.00	4.00	EA	1.00	4.00
3	<b>07316</b>	High Flow Hydraulics Kit	1.00	0.00	1.00	EA	0.00	0.00

Ln	Product	Description	Order Qty	BO Qty	Shipped Qty	Qty UM	Unit Price	Amount(Net)
1	<b>41240</b> Serial #: 415249861	Multi Pro WM Sprayer Accessory (New-Multi Pro WM)	1.00	0.00	1.00	EA	34,670.14	34,670.14
2	<b>136-0459</b>	FINISH KIT - FOAM MARKER , MP WM	1.00	0.00	1.00	EA	0.00	0.00
3	<b>133-2808</b>	MPWM SONIC BOOM FINISH KIT	1.00	0.00	1.00	EA	0.00	0.00
4	<b>41607</b>	PRO-FOAM CONCENTRATE 1 G AL	1.00	0.00	1.00	EA	0.00	0.00
5	<b>41249</b>	Foam Marker Kit PRO SPRAYER	1.00	0.00	1.00	EA	0.00	0.00
6	<b>41241</b>	Clean Rinse Kit (New Clean Rinse Kit for Multi P	1.00	0.00	1.00	EA	0.00	0.00
7	<b>41219</b>	Ultra Sonic Boom II Kit TI PRO SPRAYERS	1.00	0.00	1.00	EA	0.00	0.00
8	<b>127-9719</b>	FAN-KIT rayer operation)	1.00	0.00	1.00	EA	0.00	0.00
9	<b>07420</b>	Hand Throttle	1.00	0.00	1.00	EA	0.00	0.00
10	<b>131-3302</b>	FINISH KIT-MANUAL, WM SPRAYER	1.00	0.00	1.00	EA	0.00	0.00
11	<b>07419</b>	REAR PTO KIT	1.00	0.00	1.00	EA	0.00	0.00
12	<b>07378</b>	4 Post ROPS Kit	1.00	0.00	1.00	EA	0.00	0.00
13	<b>131-8432</b>	TIRE/WHEEL ASM	2.00	0.00	2.00	EA	0.00	0.00
14	<b>120-0703</b>	NOZZLE-AI .6GPM, GRAY 0 PSI	11.00	0.00	11.00	EA	0.00	0.00
15	<b>120-0701</b>	NOZZLE-AI .4GPM, RED PSI	11.00	0.00	11.00	EA	0.00	0.00
16	<b>120-0705</b>	NOZZLE-AI 1.0GPM, BLUE @ 40 PSI	11.00	0.00	11.00	EA	0.00	0.00

Ln	Product	Description	Order Qty	BO Qty	Shipped Qty	Qty UM	Unit Price	Amount(Net)
1	<b>VT39.55118</b> Serial #: HQ682-AA05100	HQ, HQ682 Mower, Tough Cut	1.00	0.00	1.00	EA	5,625.00	5,625.00
2	<b>VT70.8226</b>	Kit, Hydraulic Flip Up H Q682	1.00	0.00	1.00	EA	0.00	0.00
3	<b>VT39.55332</b> Serial #: ED202-AA02755	ED, ED202 Edger	1.00	0.00	1.00	EA	4,625.00	4,625.00
4	<b>VT70.8020</b>	Kit, Opt Blower ED	1.00	0.00	1.00	EA	0.00	0.00
5	<b>VT47.0115</b>	Weight, Suitcase - 42 LB S w/Box	3.00	0.00	3.00	EA	0.00	0.00

Ln	Product	Description	Order Qty	BO Qty	Shipped Qty	Qty UM	Unit Price	Amount(Net)
1	<b>85879</b>	Turco T3200 Riding Spreader Sprayer	1.00	0.00	0.00	ea	13,495.00	13,495.00

Ln	Product	Description	Order Qty	BO Qty	Shipped Qty	Qty UM	Unit Price	Amount(Net)
1	<b>08706</b>	SAND PRO 2040Z	1.00	1.00	0.00	EA	17,008.00	0.00
2	<b>08719</b>	Brush Kit	1.00	1.00	0.00	EA	0.00	0.00
3	<b>08716</b>	Flex Tooth Rake	1.00	0.00	1.00	EA	0.00	0.00

Ln	Product	Description	Order Qty	BO Qty	Shipped Qty	Qty UM	Unit Price	Amount(Net)
1	<b>08100</b>	Workman UTX Gas	1.00	0.00	0.00	EA	23,160.33	23,160.33
2	<b>08110</b>	Canopy, Polyethylene	1.00	0.00	0.00	EA	0.00	0.00
3	<b>08113</b>	Windshield, Hard Coat Polycarbonate	1.00	0.00	0.00	EA	0.00	0.00
4	<b>08143</b>	Underseat Storage WM UTX	1.00	0.00	0.00	EA	0.00	0.00
5	<b>08146</b>	Draw Bar	1.00	0.00	0.00	EA	0.00	0.00

Ln	Product	Description	Order Qty	BO Qty	Shipped Qty	Qty UM	Unit Price	Amount(Net)
2	<b>03655</b>	Cross Trax All-Wheel Drive Kit	2.00	2.00	0.00	EA	0.00	0.00
3	<b>03606U-3</b> Serial: 403384365 403384367	Used Reelmaster 5410-D	2.00	0.00	2.00	EA	22,943.20	45,886.40
4	<b>137-8426</b>	ES REEL+, 5IN FWY(22)8 BL D LD(RR)	10.00	10.00	0.00	EA	574.89	0.00

EXHIBIT C

RESOLUTION OF GOVERNING BODY

**A resolution approving the form of the Lease/Purchase Agreement with ZIONS BANCORPORATION, N.A., Salt Lake City, Utah and authorizing the execution and delivery thereof.**

*Whereas*, The City Council (the “Governing Body”) of North Salt Lake (the “Lessee”) has determined that the leasing of the property described in the Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

*Whereas*, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

*Whereas*, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

*Be it resolved* by the Governing Body of North Salt Lake as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this \_\_\_\_\_ day of June, 2024.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Attest:

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH

)

) ss.

COUNTY OF DAVIS

)

I, \_\_\_\_\_ hereby certify that I am the duly qualified and acting  
\_\_\_\_\_ of North Salt Lake (the "Lessee").  
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on June 18, 2024, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on June \_\_, 2024.

*In witness whereof*, I have hereunto set my hand on behalf of the Lessee this \_\_ day of June, 2024.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

EXHIBIT D  
Opinion of Lessee's Counsel

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

As counsel for North Salt Lake (“Lessee”), I have examined duly executed originals of the Lease/Purchase Agreement (the “Lease”) dated this 26th day of June, 2024, between the Lessee and ZIONS BANCORPORATION, N.A., Salt Lake City, Utah (“Bank”), and the proceedings taken by Lessee to authorize and execute the Lease (the “Proceedings”). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the “State”).
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

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Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach UCC-1 Financing Statement or Certificate of Title showing ZIONS BANCORPORATION, N.A. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZIONS BANCORPORATION, N.A.  
One South Main Street, 17<sup>th</sup> Floor  
Salt Lake City, Utah 84133

Reference is made to the Lease/Purchase Agreement between the undersigned (“Lessee”), and ZIONS BANCORPORATION, N.A. (the “Bank”), dated June 26, 2024, (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The serial number for each item of Equipment which is set forth on Exhibit “B” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

**NORTH SALT LAKE**

By: \_\_\_\_\_  
(Authorized Signature)

Date: \_\_\_\_\_

EXHIBIT G

ESCROW AGREEMENT

[Attach Escrow Agreement]

## **ESCROW AGREEMENT**

This Escrow Agreement (this “Agreement”) dated June 26, 2024 by and among ZIONS BANCORPORATION, N.A., a national banking association (hereinafter referred to as “Lessor”), North Salt Lake, a body politic and corporate of the State of Utah (hereinafter referred to as “Lessee”), and ZIONS BANCORPORATION, National Association (hereinafter referred to as “Escrow Agent”).

Reference is made to that certain Lease/Purchase Agreement, dated June 26, 2024, between Lessor and Lessee (hereinafter referred to as the “Lease”), covering the acquisition and lease of certain Leased Property described therein (the “Leased Property”). It is a requirement of the Lease that the Acquisition Amount be deposited with the Escrow Agent hereunder for the purpose of providing a mechanism for the application of such amounts to the payment of Leased Property costs.

The parties agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created a special trust fund to be known as the “North Salt Lake Escrow Account” (the “Escrow Account”) to be held in trust by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof. On the date hereof, from proceeds of the Lease, Lessor has caused the amount of \$649,312.37 to be transferred to Escrow Agent for deposit into the Escrow Account.

(b) The Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Account in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account and is not a trustee or a fiduciary to Lessee. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, “Qualified Investments” means any investments which meet the requirements of the investment of public funds by Lessee in accordance with applicable Utah law and any applicable policy that the governing body of the Lessee has adopted with respect to the investment of public funds.

(c) Lessee covenants that all investments of amounts deposited in the Escrow Account or other fund containing gross proceeds of the Lease will be acquired, disposed of and valued at the fair market value thereof. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”) will be valued at their present value. Terms used in this subsection (c) shall have the meanings given them in the applicable provisions of the Code.

(d) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (e) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Leased Property. Any moneys remaining in the Escrow Account on or after the date on which Lessee executes the Delivery and Acceptance Certificate shall be applied as provided in Section 4 hereof.

(e) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account (including delivery to Lessor by Lessee of an executed Delivery and Acceptance Certificate contained in the Lease), or (ii) written notice given by Lessor of the occurrence of a default or non-appropriation of the Lease.

(f) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(g) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys’ fees and the cost of defending any action, suit or proceeding or resisting any claim.

(h) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys’ fees, in connection with such civil action, and shall be fully

protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(i) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(j) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(k) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 90 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(l) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties, responsibilities or obligations shall be read into this Agreement.

## 2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Leased Property, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Leased Property are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Leased Property, and the operation and maintenance thereof.

(b) Authorized Escrow Account Disbursements. Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the Leased Property Costs and any delivery costs.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and

the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by Heidi Voordeckers (including her successors or anyone whom she or her successors may appoint to sign) of Lessee (an "Authorized Representative") and by Kirsi Hansen or her designees of Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

(i)(A) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Leased Property identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (B) the Leased Property relating to such obligation has been delivered, installed, is operating in a manner consistent with the manufacturer's intended use and has been inspected and finally accepted for all purposes by Lessee, and (C) Lessee has conducted such inspection and/or testing of the Leased Property relating to such obligation as it deems necessary and appropriate in order to determine the Leased Property's capability and functionality in order to accept such Leased Property; (ii) the Lessee has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Leased Property is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing and (vi) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date thereof; and

2. Delivery to Lessor of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement); bills of sale (if title to such Leased Property has passed to Lessee); a description, and serial and/or VIN number for each item and any additional documentation reasonably requested by Lessor;

3. Deposit to Escrow Account. Upon execution of the Lease and the satisfaction of any conditions specified in the Lease or otherwise, Lessor will cause the Acquisition Amount of \$649,312.37 to be deposited into the Escrow Account. Lessee agrees to pay any costs with respect to the Leased Property in excess of amounts available therefor in the Escrow Account and to pay delivery costs in excess of amounts available therefor in the Escrow Account; provided, however, that any amount required for either such purpose shall be payable solely from moneys that have been appropriated by Lessee for such purpose.

4. Excessive Escrow Account. Any funds remaining in the Escrow Account on or after the date on which Lessee executes the Delivery and Acceptance Certificate, or upon a

termination of the Escrow Account as otherwise provided herein, shall be delivered by the Escrow Agent to Lessor, and Lessor shall apply such funds to amounts owed under the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Uniform Commercial Code of the State of Utah ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent

of Lessor, allow Lessee to withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 9 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Fee Schedule; Initial Fee. \$1,500.00.

9. Miscellaneous.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by

all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Lessor:                    ZIONS BANCORPORATION, N.A.  
1 South Main Street 17<sup>th</sup> Floor  
Salt Lake City, UT 84133  
Attn: Jon Dunfield, Vice President

If to Lessee:                    NORTH SALT LAKE  
10 E. Center Street  
North Salt Lake, UT 84054  
Attn: Heidi Voordeckers, Finance Manager

If to Escrow Agent:        ZIONS BANCORPORATION, National Association  
Corporate Trust Department  
1 South Main Street  
Salt Lake City, UT 84133  
Attn: Shelene Brown, Senior Vice President

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

ZIONS BANCORPORATION, N.A.  
as Lessor

NORTH SALT LAKE  
as Lessee

By: \_\_\_\_\_  
Mark Anderson, Vice President

By: \_\_\_\_\_  
Heidi Voordeckers, Finance Manager

ZIONS BANCORPORATION, National Association  
as Escrow Agent

By: \_\_\_\_\_  
Shelene Brown, Senior Vice President

**SCHEDULE 1**

**TO THE ESCROW AGREEMENT**

**FORM OF DISBURSEMENT REQUEST**

Re: Lease/Purchase Agreement, dated June 26, 2024 (the “*Lease*”), between ZIONS BANCORPORATION, N.A., as Lessor, and North Salt Lake, as Lessee (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated June 26, 2024 (the “*Escrow Agreement*”) by and among ZIONS BANCORPORATION, N.A., a national banking association (“*Lessor*”), NORTH SALT LAKE (“*Lessee*”) and ZIONS BANCORPORATION, National Association (the “*Escrow Agent*”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Agreement for the following purposes:

PAYEE’S NAME AND ADDRESS	INVOICE NUMBER	DOLLAR AMOUNT	PURPOSE (INCLUDE SERIAL AND/OR VIN NUMBER)

The undersigned hereby certifies as follows:

(i) The date on which “acceptance” occurred with respect to the portion of the Leased Property for which disbursement is hereby requested is \_\_\_\_\_, and such portion of Leased Property is hereby accepted by Lessee for all purposes of the Lease.

(ii) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Account for costs relating to the Leased Property identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Leased Property relating to such obligation has been delivered, installed, is operating in a manner consistent with the manufacturer's intended use and has been inspected and finally accepted for all purposes by Lessee. Lessee has conducted such inspection and/or testing of the Leased Property relating to such obligation as it deems necessary and appropriate in order to determine the

Leased Property's capability and functionality in order to accept such Leased Property. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Leased Property is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) No Material Adverse Change in Lessee's financial condition has occurred since the date of the execution of the Lease.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

ZIONS BANCORPORATION, N.A.,  
as Lessor under the Lease

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



# 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:** June 18, 2024  
**SUBJECT:** VertexOne Customer Portal Software

### STAFF RECOMMENDATION

Staff recommends the City Council approve the purchase through Mountain Land Supply for VertexOne customer portal software.

### BACKGROUND

On August 15, 2023, the City Council voted to approve the purchase of 2 Sensus Flexnet Base Station towers to upgrade the water meter reading system from an AMR (Automated Meter Reading) drive by to AMI (Advanced Metering Infrastructure) or tower read system. Both of these towers have been installed and are now operational and receiving readings from compatible meters. With the addition of the VertexOne service, this system will give customers full access to view meter reading data, break down tiered usage, pay their bill and manage customized alerts in addition to other capabilities.

The chart below shows all the software fees for the VertexOne service itemized for the next 5 years. Year 1 has the greatest costs as it includes additional charges for the initial setup and configuration. VertexOne prices increase at a nominal rate after year one. While not all meters will be compatible with the AMI system which receives readings hourly, all accounts will be eligible to use the VertexOne customer portal to manage their accounts and view historical reading data. To date approximately 50% of the meters in our system are compatible with the AMI system and the remaining meters will be upgraded over the next 3-4 years.

Year	VertexOne Pricing
Year 1	\$ 55,222.22
Year 2	\$ 22,928.91
Year 3	\$ 23,733.62
Year 4	\$ 24,563.26
Year 5	\$ 25,421.97

### POSSIBLE MOTION:

I move that the City Council approve the purchase through Mountain Land Supply for VertexOne customer portal software.



# 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:** June 18, 2024

**SUBJECT:** Consideration of Resolution 2024-24R, A Resolution setting the certified property tax rate for all property located within the City boundaries for Fiscal Year 2024-2025.

### BACKGROUND

Pursuant UCA 10-6-133, the real and personal property tax levy for each city must be set by ordinance or resolution of the governing body of each city by June 22 of each year.

### REVIEW

The attached resolution sets the certified tax rate for Fiscal Year 2024-2025 at .000872, generating a proposed \$2,952,079 in annual property tax revenues. Of this amount, \$36,474 may be attributed to new growth.

### POSSIBLE MOTION

I move that the City Council approve Resolution 2024-24R: A Resolution setting the certified property tax rate for all property located within the City boundaries for Fiscal Year 2024-2025.

#### Attachments:

- 1) Utah State Tax Commission form PT-693
- 2) Resolution 2024-24R

<b>Utah State Tax Commission - Property Tax Division</b> <b>Tax Rate Summary (693)</b> <b>ENTITY: 3090 CITY OF NORTH SALT LAKE</b>	<b>Form PT-693</b>  Rev. 2/15
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**DAVIS COUNTY** **Tax Year: 2024**

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
10 General Operations §10-6-133	0.000872	0.000872	.007	2,952,079
<b>Total Tax Rate</b>	<b>0.000872</b>	<b>0.000872</b>	<b>Total Revenue</b>	<b>\$2,952,079</b>

**Certification by Taxing Entity**

I, \_\_\_\_\_, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing address: \_\_\_\_\_

**RESOLUTION NO. 2024-24R**

**A RESOLUTION OF THE GOVERNING BODY OF THE  
CITY OF NORTH SALT LAKE SETTING THE  
CERTIFIED PROPERTY TAX RATE FOR ALL  
PROPERTY LOCATED WITHIN THE CITY BOUNDARIES  
FOR FISCAL YEAR 2024-2025.**

**WHEREAS**, Utah State Law requires the City of North Salt Lake to establish and set forth the property tax rate before June 22 of each year for property located within the boundaries of the City of North Salt Lake; and

**WHEREAS**, it is the intent and desire of the City to comply with all applicable state and local laws regarding the adoption of a property tax rate and the levying of property taxes.

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

That a proposed property tax rate of .000872, determined by Davis County Auditor, be adopted for the 2024-2025 fiscal year.

**APPROVED AND ADOPTED** by the City Council of the City of North Salt Lake, this 18<sup>th</sup> day of June, 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 \_\_\_\_\_



# 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:** June 18, 2024

**SUBJECT:** Consideration of Resolution 2024-25R: A Resolution Adopting the Final Budget for Fiscal Year 2024-2025.

### **BACKGROUND**

The Tentative Budget for FY 2024-2025 was approved on May 7, 2024 and made available on the City's website on May 13, 2024. A public hearing was held on June 4, 2024 to receive public comment on the FY 2024-2025 Budget, at which time no public comment was received. The final budget is now ready for adoption and is required to be adopted no later than June 30, 2024.

### **SUMMARY**

Attached to this memo is the proposed final budget for Fiscal Year 2024-2025. It includes the following changes from the previously approved Tentative Budget:

- 1) Increase in Contributions from Other Governments: \$10,000
- 2) Increase in Chief Administrative Officer Travel and Training Budget: \$8,000
- 3) Increase in Water Professional Services for VertexOne Contract: \$55,222

### **POSSIBLE MOTION**

I move that the City Council approve Resolution 2024:25R: A Resolution Adopting the Fiscal Year 2024-2025 General Fund, Special Revenues Funds, Debt Service Fund, Capital Projects Funds, Enterprise Funds, and Internal Service Fund Budgets.

### Attachments

- 1) Resolution 2024-25R
- 2) City of North Salt Lake Fiscal Year 2024-2025 Final Budget

**RESOLUTION NO. 2024-25R**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2024-2025 GENERAL FUND, SPECIAL REVENUES FUNDS, DEBT SERVICE FUND, CAPITAL PROJECTS FUNDS, ENTERPRISE FUNDS AND INTERNAL SERVICE FUND BUDGETS.**

**WHEREAS**, the City of North Salt Lake has considered the adoption of its Fiscal Year 2024-2025 budget which includes the General Fund, Housing Fund, Local Building Authority Fund, Debt Service Fund, Capital Projects Funds, Enterprise Funds and Internal Service Fund and finds that it is in the best interest of the citizens and the City as a whole to adopt each of these aforesaid budgets; and

**WHEREAS**, the Fiscal Year 2024-2025 Tentative Budget was adopted on Tuesday, May 7, 2024; and

**WHEREAS**, the Fiscal Year 2024-2025 Tentative Budget was made available for public inspection at the City Offices and on the City website; and

**WHEREAS**, a public hearing was properly noticed and held on Tuesday, June 4, 2024, for public comment concerning the adoption of said budgets.

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of North Salt Lake, that the following budgets, having been reviewed by the City Council, are hereby adopted for Fiscal Year 2024-2025:

<b>FUND</b>	<b>BUDGETED REVENUE</b>	<b>BUDGETED EXPENSE</b>	<b>(USE OF)/ CONTRIBUTION TO FUND BALANCE</b>
GENERAL FUND	14,266,210	14,463,500	(197,290)
HOUSING FUND	221,020	-	221,020
LOCAL BUILDING AUTH FUND	105,000	125,660	(20,660)
RAP TAX DEBT SERVICE FUND	1,400,360	11,700,360	(10,300,000)
CAPITAL PROJECTS FUND	334,000	805,000	(471,000)
PARKS CAPITAL PROJECT FUND	11,447,520	11,209,300	238,220
POLICE FACILITIES CAPITAL FUND	109,000	109,000	-
ROADWAY CAPITAL PROJ FUND	2,982,590	3,669,150	(686,560)
WATER FUND	5,881,750	7,115,102	(1,233,352)
STORM WATER FUND	1,877,110	2,445,585	(568,475)
SOLID WASTE FUND	1,748,000	1,748,000	-
GOLF FUND	3,567,000	3,356,470	210,530
FLEET INTERNAL SERVICE FUND	1,110,970	1,254,500	(143,530)
<b>TOTAL ALL FUNDS</b>	<b>\$45,050,530</b>	<b>\$58,001,627</b>	<b>\$(12,951,097)</b>

This resolution shall take effect immediately. Passed and approved by the City Council of the City of North Salt Lake, this 18<sup>th</sup> day of June, 2024.

**APPROVED AND ADOPTED** by the City Council of the City of North Salt Lake, this 18<sup>th</sup> day of June, 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	_____



# **City of North Salt Lake**

## **FINAL BUDGET**

### **FY 2024 -2025**

Prepared by:  
City of North Salt Lake  
Finance Department

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**GENERAL FUND - 10**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, AND RECOMMENDED**

	<u>Actual FY 2023</u>	<u>Budget FY 2024</u>	<u>Projected FY 2024</u>	<u>Final Budget FY 2025</u>
<b>Revenues</b>				
Taxes:				
Property	\$ 3,166,400	\$ 3,062,700	\$ 3,167,000	\$ 3,229,300
Sales and use	6,706,900	6,760,000	6,760,000	6,760,000
Franchise	2,344,100	1,951,000	2,030,000	2,041,000
Licenses and permits	243,700	235,000	250,000	250,000
Impact fees	-	-	-	-
Intergovernmental revenues	2,822,600	148,000	123,700	109,600
Charges for services	573,300	611,600	598,900	923,000
Fines and forfeitures	354,800	350,000	375,000	375,000
Interest	99,600	250,000	250,000	150,000
Miscellaneous	36,800	52,000	127,000	70,000
<b>Total Revenues</b>	<u>16,348,200</u>	<u>13,420,300</u>	<u>13,681,600</u>	<u>13,907,900</u>
<b>Expenditures</b>				
General government:				
Legislative	254,100	309,200	281,700	286,700
Administrative	1,036,000	1,081,400	1,059,900	1,013,400
Buildings	198,300	232,200	236,600	219,900
Judicial	360,800	419,200	419,200	469,600
Total general government	<u>1,849,200</u>	<u>2,042,000</u>	<u>1,997,400</u>	<u>1,989,600</u>
Public safety:				
Police department	5,293,800	5,790,500	5,538,800	6,221,900
Fire department	1,722,100	1,775,000	1,774,400	1,844,300
Total public safety	<u>7,015,900</u>	<u>7,565,500</u>	<u>7,313,200</u>	<u>8,066,200</u>
Public works:				
Streets department	1,788,800	1,860,600	1,837,500	1,838,400
Engineering	138,500	128,100	115,500	148,300
Total public works	<u>1,927,300</u>	<u>1,988,700</u>	<u>1,953,000</u>	<u>1,986,700</u>
Community Development				
Planning and zoning	551,500	770,000	715,900	588,100
Building inspection	257,600	291,500	288,800	288,900
Total community development	<u>809,100</u>	<u>1,061,500</u>	<u>1,004,700</u>	<u>877,000</u>
Parks	<u>1,237,000</u>	<u>1,460,300</u>	<u>1,383,100</u>	<u>1,544,000</u>
<b>Total Expenditures</b>	<u>\$ 12,838,500</u>	<u>\$ 14,118,000</u>	<u>\$ 13,651,400</u>	<u>\$ 14,463,500</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>\$ 3,509,700</u>	<u>\$ (697,700)</u>	<u>\$ 30,200</u>	<u>\$ (555,600)</u>
<b>Other Financing Sources (Uses)</b>				
Transfer in - RDA	124,700	131,000	134,550	142,730
Transfer in - road fund restricted cash	-	201,200	201,200	195,580
Transfer out - capital fund	(1,239,600)	-	-	-
Transfer out - road fund restricted cash	(1,375,900)	-	-	-
Transfer out - road fund unrestricted cash	(705,000)	(705,000)	(705,000)	-
Sale of capital assets	-	-	-	5,000
Contributions	14,800	25,000	15,000	15,000
Total Other Financing Sources (Uses)	<u>(3,181,000)</u>	<u>(347,800)</u>	<u>(354,250)</u>	<u>358,310</u>
Net Change in Fund Balance	\$ 328,700	\$ (1,045,500)	\$ (324,050)	\$ (197,290)
<b>Fund Balance, Beginning</b>	<u>4,427,568</u>	<u>4,756,268</u>	<u>4,756,268</u>	<u>4,432,218</u>
<b>Fund Balance, Ending</b>	<u>\$ 4,756,268</u>	<u>\$ 3,710,768</u>	<u>\$ 4,432,218</u>	<u>\$ 4,234,928</u>

**REDEVELOPMENT AGENCY - 25**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<b>Actual FY 2023</b>	<b>Budget FY 2024</b>	<b>Projected FY 2024</b>	<b>Final Budget FY 2025</b>
<b>Revenues</b>				
Taxes	\$ 2,493,000	\$ 2,619,800	\$ 2,690,600	\$ 2,855,200
Intergovernmental revenues	-	-	-	-
Interest	256,200	290,000	270,400	121,050
<b>Total Revenues</b>	<b>2,749,200</b>	<b>2,909,800</b>	<b>2,961,000</b>	<b>2,976,250</b>
<b>Expenditures</b>				
Community	\$ 996,100	\$ 1,145,200	\$ 1,171,600	\$ 1,435,500
Principal	285,000	295,000	295,000	305,000
Interest	87,300	78,800	78,800	69,900
Parks, recreation and public property	43,200	3,356,800	50,000	3,944,200
<b>Total Expenditures</b>	<b>1,411,600</b>	<b>4,875,800</b>	<b>1,595,400</b>	<b>5,754,600</b>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>1,337,600</b>	<b>(1,966,000)</b>	<b>1,365,600</b>	<b>(2,778,350)</b>
<b>Other Financing Sources (Uses)</b>				
Proceeds from borrowing	-	-	-	-
Transfer In	-	-	-	-
Transfer out	(314,000)	(787,200)	(793,000)	(745,800)
<b>Total Other Financing Sources (Uses)</b>	<b>(314,000)</b>	<b>(787,200)</b>	<b>(793,000)</b>	<b>(745,800)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 1,023,600</b>	<b>\$ (2,753,200)</b>	<b>\$ 572,600</b>	<b>\$ (3,524,150)</b>
<b>Fund Balance, Beginning</b>	<b>4,770,493</b>	<b>5,794,093</b>	<b>5,794,093</b>	<b>6,366,693</b>
<b>Fund Balance, Ending</b>	<b>\$ 5,794,093</b>	<b>\$ 3,040,893</b>	<b>\$ 6,366,693</b>	<b>\$ 2,842,543</b>

**HOUSING FUND - 27**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<u>Actual FY 2023</u>	<u>Budget FY 2024</u>	<u>Projected FY 2024</u>	<u>Final Budget FY 2025</u>
<b>Revenues</b>				
Intergovernmental- grants	\$ -	\$ -	\$ -	\$ -
Interest	12,000	36,000	36,000	18,000
<b>Total Revenues</b>	<u>12,000</u>	<u>36,000</u>	<u>36,000</u>	<u>18,000</u>
<b>Expenditures</b>				
Community development	-	-	-	-
<b>Total Expenditures</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>12,000</u>	<u>36,000</u>	<u>36,000</u>	<u>18,000</u>
<b>Other Financing Sources (Uses)</b>				
Transfer in	189,400	199,000	196,410	203,020
<b>Total Other Financing Sources (Uses)</b>	<u>189,400</u>	<u>199,000</u>	<u>196,410</u>	<u>203,020</u>
<b>Net Change in Fund Balance</b>	<u>\$ 201,400</u>	<u>\$ 235,000</u>	<u>\$ 232,410</u>	<u>\$ 221,020</u>
<b>Fund Balance, Beginning</b>	460,295	661,695	661,695	894,105
<b>Fund Balance, Ending</b>	<u>\$ 661,695</u>	<u>\$ 896,695</u>	<u>\$ 894,105</u>	<u>\$ 1,115,125</u>

**LOCAL BUILDING AUTHORITY - 28**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<u>Actual FY 2023</u>	<u>Budget FY 2024</u>	<u>Projected FY 2024</u>	<u>Final Budget FY 2025</u>
<b>Revenues</b>				
Rent	\$ 89,200	\$ 89,800	\$ 89,800	\$ -
Interest	6,500	500	10,000	5,000
<b>Total Revenues</b>	<u>95,700</u>	<u>90,300</u>	<u>99,800</u>	<u>5,000</u>
<b>Expenditures</b>				
Property rental	36,800	38,500	32,700	5,050
Parks, recreation and public property	900	-	-	-
Debt service:				
Principal	101,000	105,000	105,000	108,000
Interest	18,400	15,100	15,060	12,610
<b>Total Expenditures</b>	<u>\$ 157,100</u>	<u>\$ 158,600</u>	<u>\$ 152,760</u>	<u>\$ 125,660</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>\$ (61,400)</u>	<u>\$ (68,300)</u>	<u>\$ (52,960)</u>	<u>\$ (120,660)</u>
<b>Other Financing Sources (Uses)</b>				
Transfer in	100,000	100,000	100,000	100,000
<b>Total Other Financing Sources (Uses)</b>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
<b>Net Change in Fund Balance</b>	<u>\$ 38,600</u>	<u>\$ 31,700</u>	<u>\$ 47,040</u>	<u>\$ (20,660)</u>
<b>Fund Balance, Beginning</b>	<u>151,734</u>	<u>190,334</u>	<u>190,334</u>	<u>237,374</u>
<b>Fund Balance, Ending</b>	<u>\$ 190,334</u>	<u>\$ 222,034</u>	<u>\$ 237,374</u>	<u>\$ 216,714</u>

**DEBT SERVICE - 32**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<b>Actual FY 2023</b>	<b>Budget FY 2024</b>	<b>Projected FY 2024</b>	<b>Final Budget FY 2025</b>
<b>Revenues</b>				
Sales taxes - RAP	\$ 654,100	\$ 695,000	\$ 695,000	\$ 695,000
Interest	645,500	885,000	885,000	305,360
<b>Total Revenues</b>	<u>1,299,600</u>	<u>1,580,000</u>	<u>1,580,000</u>	<u>1,000,360</u>
<b>Expenditures</b>				
Principal	967,000	633,000	633,000	653,000
Interest	520,700	764,400	760,400	747,360
<b>Total Expenditures</b>	<u>\$ 1,487,700</u>	<u>\$ 1,397,400</u>	<u>\$ 1,393,400</u>	<u>\$ 1,400,360</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>\$ (188,100)</u>	<u>\$ 182,600</u>	<u>\$ 186,600</u>	<u>\$ (400,000)</u>
<b>Other Financing Sources (Uses)</b>				
Proceeds from borrowing	16,692,000	-	-	-
Transfer in	700,000	400,000	400,000	400,000
Transfer out	(300,000)	(5,100,000)	(5,100,000)	(10,300,000)
<b>Total Other Financing Sources (Uses)</b>	<u>17,092,000</u>	<u>(4,700,000)</u>	<u>(4,700,000)</u>	<u>(9,900,000)</u>
<b>Net Change in Fund Balance</b>	<u>\$ 16,903,900</u>	<u>\$ (4,517,400)</u>	<u>\$ (4,513,400)</u>	<u>\$ (10,300,000)</u>
<b>Fund Balance, Beginning</b>	<u>524,787</u>	<u>17,428,687</u>	<u>17,428,687</u>	<u>12,915,287</u>
<b>Fund Balance, Ending</b>	<u>\$ 17,428,687</u>	<u>\$ 12,911,287</u>	<u>\$ 12,915,287</u>	<u>\$ 2,615,287</u>

**CAPITAL PROJECT FUND - 40**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<u>Actual FY 2023</u>	<u>Budget FY 2024</u>	<u>Projected FY 2024</u>	<u>Final Budget FY 2025</u>
<b>Revenues</b>				
Interest	\$ 184,600	\$ 432,000	\$ 432,000	\$ 225,000
<b>Total Revenues</b>	<u>184,600</u>	<u>432,000</u>	<u>432,000</u>	<u>225,000</u>
<b>Expenditures</b>				
General government - projects	49,400	-	-	100,000
<b>Total Expenditures</b>	<u>\$ 49,400</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100,000</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>\$ 135,200</u>	<u>\$ 432,000</u>	<u>\$ 432,000</u>	<u>\$ 125,000</u>
<b>Other Financing Sources (Uses)</b>				
Transfer in	1,243,698	11,025	11,025	109,000
Transfer out	<u>-</u>	<u>(620,300)</u>	<u>(455,000)</u>	<u>(705,000)</u>
<b>Total Other Financing Sources (Uses)</b>	<u>1,243,698</u>	<u>(609,275)</u>	<u>(443,975)</u>	<u>(596,000)</u>
<b>Net Change in Fund Balance</b>	<u><u>\$ 1,378,898</u></u>	<u><u>\$ (177,275)</u></u>	<u><u>\$ (11,975)</u></u>	<u><u>\$ (471,000)</u></u>
<b>Fund Balance, Beginning</b>	<u>7,096,098</u>	<u>8,474,996</u>	<u>8,474,996</u>	<u>8,463,021</u>
<b>Fund Balance, Ending</b>	<u><u>\$ 8,474,996</u></u>	<u><u>\$ 8,297,721</u></u>	<u><u>\$ 8,463,021</u></u>	<u><u>\$ 7,992,021</u></u>

**PARK CAPITAL FUND - 41**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<u>Actual FY 2023</u>	<u>Budget FY 2024</u>	<u>Projected FY 2024</u>	<u>Final Budget FY 2025</u>
<b>Revenues</b>				
Impact fees	\$ 46,400	\$ 42,200	\$ 44,200	\$ 551,000
Intergovernmental- grants	-	499,000	498,950	549,020
Interest	37,700	49,500	49,500	47,500
Miscellaneous	-	-	-	-
<b>Total Revenues</b>	<u>84,100</u>	<u>590,700</u>	<u>592,650</u>	<u>1,147,520</u>
<b>Expenditures</b>				
Parks and recreation	240,500	7,488,200	\$ 6,870,250	\$ 11,109,300
<b>Total Expenditures</b>	<u>\$ 240,500</u>	<u>\$ 7,488,200</u>	<u>\$ 6,870,250</u>	<u>\$ 11,109,300</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>\$ (156,400)</u>	<u>\$ (6,897,500)</u>	<u>\$ (6,277,600)</u>	<u>\$ (9,961,780)</u>
<b>Other Financing Sources (Uses)</b>				
Transfer in	300,000	5,690,278	5,555,000	10,300,000
Transfer out	(799,996)	(100,000)	(100,000)	(100,000)
<b>Total Other Financing Sources (Uses)</b>	<u>(499,996)</u>	<u>5,590,278</u>	<u>5,455,000</u>	<u>10,200,000</u>
<b>Net Change in Fund Balance</b>	<u>\$ (656,396)</u>	<u>\$ (1,307,222)</u>	<u>\$ (822,600)</u>	<u>\$ 238,220</u>
<b>Fund Balance, Beginning</b>	<u>1,687,949</u>	<u>1,031,553</u>	<u>1,031,553</u>	<u>208,953</u>
<b>Fund Balance, Ending</b>	<u>\$ 1,031,553</u>	<u>\$ (275,669)</u>	<u>\$ 208,953</u>	<u>\$ 447,173</u>

**PARK CAPITAL FUND**  
**CAPITAL PROJECT SCHEDULE**  
**REVENUE AND EXPENDITURES**

FISCAL YEAR		Other Unrestricted	Restricted Cash - Impact Fee/Grant	Total
FY 2024	BEGINNING CASH	\$ 598,507	\$ 673,566	\$ 1,272,073
	REVENUES			
	GRANT REVENUES	-	498,950	498,950
	CONTRIBUTIONS	-	123,250	123,250
	IMPACT FEE REVENUE	-	44,200	44,200
	INTEREST REVENUE	1,500	48,000	49,500
	TRANSFER IN CAPITAL PROJECTS FUND	455,000	-	455,000
	TRANSFER IN RAP TAX DEBT SERVICE FUND	5,100,000	-	5,100,000
		5,556,500	714,400	6,270,900
	PROJECT			
	TOWN CENTER I-15 TRAIL	190,800	436,200	627,000
	HATCH PARK	5,000,000	-	5,000,000
	LEGACY PARK TRAIL	408,650	-	408,650
	FOXBORO PARK TRAIL	181,718	-	181,718
	DOG PARK	-	246,500	246,500
	CONCRETE BOAT RAMP	79,000	62,750	141,750
	REPAIR AND REPLACEMENT	400,000	-	400,000
	TRANSFER OUT LOCAL BUILDING AUTHORITY	-	100,000	100,000
		6,260,168	845,450	7,105,618
	ENDING CASH	\$ (105,161)	\$ 542,516	\$ 437,355
FY 2025	BEGINNING CASH	\$ (105,161)	\$ 542,516	\$ 437,355
	REVENUES			
	GRANT REVENUES	-	549,020	549,020
	IMPACT FEE REVENUE	-	551,000	551,000
	INTEREST REVENUE	46,000	1,500	47,500
	TRANSFER IN RAP TAX DEBT SERVICE FUND	10,300,000	-	10,300,000
		10,346,000	1,101,520	11,447,520
	PROJECT			
	REPAIR AND REPLACEMENT	250,000	-	250,000
	CENTER ST SOUTH (HWY 89 TO ORCHARD)	-	-	0
	REDWOOD TRAIL CONNECTIONS	56,600	226,640	283,240
	HATCH PARK	10,000,000	-	10,000,000
	TRANSFER OUT LOCAL BUILDING AUTHORITY	-	100,000	100,000
		10,306,600	326,640	10,633,240
	ENDING CASH	\$ (65,761)	\$ 1,317,396	\$ 1,251,635
FY 2026	BEGINNING CASH	\$ (65,761)	\$ 1,317,396	\$ 1,251,635
	REVENUES			
	IMPACT FEE REVENUE	-	250,000	250,000
	INTEREST REVENUE	1,500	2,000	3,500
	TRANSFER IN RAP TAX DEBT SERVICE FUND	300,000	-	300,000
		301,500	252,000	553,500
	PROJECT			
	REPAIR AND REPLACEMENT	50,000	250,000	300,000
	TRANSFER OUT LOCAL BUILDING AUTHORITY	-	100,000	100,000
		50,000	350,000	400,000

	ENDING CASH	\$	185,739	\$	1,219,396	\$	1,405,135
FY 2027	BEGINNING CASH	\$	185,739	\$	1,219,396	\$	1,405,135
	REVENUES						
	IMPACT FEE REVENUE		-		200,000		200,000
	INTEREST REVENUE		1,500		2,000		3,500
	TRANSFER IN RAP TAX DEBT SERVICE FUND		300,000		-		300,000
			<u>301,500</u>		<u>202,000</u>		<u>503,500</u>
	PROJECT						
	REPAIR AND REPLACEMENT		300,000		-		300,000
	TRANSFER OUT LOCAL BUILDING AUTHORITY		-		-		-
			<u>300,000</u>		<u>-</u>		<u>300,000</u>
	ENDING CASH	\$	187,239	\$	1,421,396	\$	1,608,635
FY 2028	BEGINNING CASH	\$	187,239	\$	1,421,396	\$	1,608,635
	REVENUES						
	IMPACT FEE REVENUE		-		200,000		200,000
	INTEREST REVENUE		1,500		2,000		3,500
	TRANSFER IN RAP TAX DEBT SERVICE FUND		300,000		-		300,000
			<u>301,500</u>		<u>202,000</u>		<u>503,500</u>
	PROJECT						
	REPAIR AND REPLACEMENT		300,000		-		300,000
	TRANSFER OUT LOCAL BUILDING AUTHORITY		-		-		-
			<u>300,000</u>		<u>-</u>		<u>300,000</u>
	ENDING CASH	\$	188,739	\$	1,623,396	\$	1,812,135
FY 2029	BEGINNING CASH	\$	188,739	\$	1,623,396	\$	1,812,135
	REVENUES						
	IMPACT FEE REVENUE		-		200,000		200,000
	INTEREST REVENUE		1,500		2,000		3,500
	TRANSFER IN RAP TAX DEBT SERVICE FUND		300,000		-		300,000
			<u>301,500</u>		<u>202,000</u>		<u>503,500</u>
	PROJECT						
	REPAIR AND REPLACEMENT		300,000		-		300,000
	TRANSFER OUT LOCAL BUILDING AUTHORITY		-		-		-
			<u>300,000</u>		<u>-</u>		<u>300,000</u>
	ENDING CASH	\$	190,239	\$	1,825,396	\$	2,015,635

**PUBLIC SAFETY FUND - 43**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<u>Actual FY 2023</u>	<u>Budget FY 2024</u>	<u>Projected FY 2024</u>	<u>Final Budget FY 2025</u>
<b>Revenues</b>				
Impact fees	\$ 1,200	\$ 11,000	\$ 5,595	\$ 106,500
Interest	3,300	-	5,000	2,500
<b>Total Revenues</b>	<u>4,500</u>	<u>11,000</u>	<u>10,595</u>	<u>109,000</u>
<b>Other Financing Sources (Uses)</b>				
Transfer out	(4,098)	(11,025)	11,025	(109,000)
<b>Total Other Financing Sources (Uses)</b>	<u>(4,098)</u>	<u>(11,025)</u>	<u>11,025</u>	<u>(109,000)</u>
<b>Net Change in Fund Balance</b>	<u>\$ 402</u>	<u>\$ (25)</u>	<u>\$ 21,620</u>	<u>\$ -</u>
<b>Fund Balance, Beginning</b>	<u>149,811</u>	<u>150,213</u>	<u>150,213</u>	<u>171,833</u>
<b>Fund Balance, Ending</b>	<u>\$ 150,213</u>	<u>\$ 150,188</u>	<u>\$ 171,833</u>	<u>\$ 171,833</u>

**ROAD CAPITAL FUND - 44**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<u>Actual FY 2023</u>	<u>Budget FY 2024</u>	<u>Projected FY 2024</u>	<u>Final Budget FY 2025</u>
<b>Revenues</b>				
Impact fees	\$ 8,300	\$ 37,600	\$ 36,800	\$ 429,590
Restricted tax revenue	1,375,900	1,554,600	1,554,600	1,642,000
Intergovernmental- grants	426,700	2,849,500	100,000	-
Interest	200,000	412,000	412,000	206,000
<b>Total Revenues</b>	<u>2,010,900</u>	<u>4,853,700</u>	<u>2,103,400</u>	<u>2,277,590</u>
<b>Expenditures</b>				
Highways and streets - projects	2,421,200	10,658,100	\$ 4,551,900	3,473,570
<b>Total Expenditures</b>	<u>\$ 2,421,200</u>	<u>\$ 10,658,100</u>	<u>\$ 4,551,900</u>	<u>\$ 3,473,570</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>\$ (410,300)</u>	<u>\$ (5,804,400)</u>	<u>\$ (2,448,500)</u>	<u>\$(1,195,980)</u>
<b>Other Financing Sources (Uses)</b>				
Transfer Out	-	(201,200)	(201,200)	(195,580)
Transfer-in unrestricted	705,000	705,000	705,000	705,000
<b>Total Other Financing Sources (Uses)</b>	<u>705,000</u>	<u>503,800</u>	<u>503,800</u>	<u>509,420</u>
<b>Net Change in Fund Balance</b>	<u>\$ 294,700</u>	<u>\$ (5,300,600)</u>	<u>\$ (1,944,700)</u>	<u>\$ (686,560)</u>
<b>Fund Balance, Beginning</b>	<u>5,707,483</u>	<u>6,002,183</u>	<u>6,002,183</u>	<u>4,057,483</u>
<b>Fund Balance, Ending</b>	<u>\$ 6,002,183</u>	<u>\$ 701,583</u>	<u>\$ 4,057,483</u>	<u>\$ 3,370,923</u>

FISCAL YEAR	ROAD CAPITAL PROJECTS	BEGINNING	TRANS TAX REVENUE	CROAD TAX REVENUE	RESTRICTED	ONE TIME GRANTS	TOTAL
		UNRESTRICTED CASH			CASH- IMPACT FEE		
FY 2024	BEGINNING CASH	\$ 5,788,764	\$ 789,207	\$ 185,881	\$ 2,861,508	\$ 2,466,435	\$ 12,091,795
	REVENUES						
	IMPACT FEE REVENUE	-	-	-	36,840	-	36,840
	GRANTS & CONTRIBUTIONS	-	-	-	-	100,000	100,000
	INTEREST REVENUE	216,000	-	-	196,000	-	412,000
	TRANSPORTATION TAXES	-	668,750	885,800	-	-	1,554,550
	TRANSFER IN FROM GENERAL FUND - UNRESTRICTED	705,000	-	-	-	-	705,000
	TOTAL REVENUE	921,000	668,750	885,800	232,840	100,000	2,808,390
	PROJECTS						
	ANNUAL STREET PRESERVATION PROJECTS	-	133,175	486,825	-	-	620,000
	475 N & CLOVERDALE	218,500	11,500	-	-	-	230,000
	MTNVIEW/SKYVIEW/WILDFLOWER/SEG	219,000	11,500	-	-	-	230,500
	PRKWY DR/CANYON LN/EGLPASS/RID	280,000	14,700	-	-	-	294,700
	SIDER DR/175 N/550 E/575 E	312,000	16,400	-	-	-	328,400
	75 E,125 E & 175 E RECONSTRUCT	-	-	107,000	-	-	107,000
	LACEY WAY (MARIA, GARY,NANCY)	300,300	15,800	-	-	-	316,100
	EAGLEWOOD DR(ORCH- EAGLERIDGE)	789,300	-	-	-	-	789,300
	RECONSTRUCT US 89 TO CTR	-	-	74,000	-	-	74,000
	400 W CENTER TO 500 (Project amended 3.19.24)	1,550,000	-	-	-	-	1,550,000
	TOTAL EXPENDITURES	3,669,100	203,075	667,825	-	-	4,540,000
	ENDING CASH	\$ 3,040,664	\$ 1,254,882	\$ 403,900	\$ 3,094,348	\$ 2,566,435	\$ 10,360,185

FISCAL YEAR	ROAD CAPITAL PROJECTS	BEGINNING	TRANS TAX REVENUE	CROAD TAX REVENUE	RESTRICTED	ONE TIME GRANTS	TOTAL
		UNRESTRICTED CASH			CASH- IMPACT FEE		
FY 2025	BEGINNING CASH	\$ 3,040,664	\$ 1,254,882	\$ 403,900	\$ 3,094,348	\$ 2,566,435	\$ 10,360,229
	REVENUES						
	IMPACT FEE REVENUE	-	-	-	429,590	-	429,590
	GRANTS & CONTRIBUTIONS	-	-	-	-	-	-
	TRANSPORTATION TAXES	-	702,000	940,000	-	-	1,642,000
	TRANSFER IN FROM CAPITAL PROJECTS FUND - UNRESTRICTED	705,000	-	-	-	-	705,000
	TOTAL REVENUE	705,000	702,000	940,000	429,590	-	2,776,590
	PROJECTS						
	ANNUAL STREET PRESERVATION PROJECTS	-	200,000	500,000	-	-	700,000
	TREE PLANTING CTR ST PH 1	-	-	-	75,000	-	75,000
	MAIN ST (I-15 TO 1000 N) - Roll from FY 24	90,000	-	-	-	276,000	366,000
	WDCREST, TNGLE, SUNFLW - Roll from FY 24	215,000	-	-	-	-	215,000
	4000 SOUTH - Roll from FY 24	100,000	-	-	-	-	100,000
	DOROTHEA - Roll from FY 24	260,000	-	-	-	-	260,000
	SIGNAL 400 W & 1100 N - Roll from FY 24	60,000	-	-	-	276,000	336,000
	MAIN STREET WIDENING (PACIFIC TO 1000 N)	67,298	-	-	200,000	-	267,298
	150 NORTH RECONSTRUCTION	110,000	-	-	-	-	110,000
	850 N, 900 N, 950 N & MADSEN LANE	250,000	-	-	-	-	250,000
	COVENTRY, FREEDOM DR, FREEDOM CIR	-	250,000	-	-	-	250,000
	NANCY WAY	95,000	-	-	-	-	95,000
	WINDSOR DR, WINDSOR CT, ASCOT DR	-	-	180,000	-	-	180,000
	CYNTHIA WAY	-	285,000	-	-	-	285,000
	900 NORTH (REDWOOD RD TO 400 W)	585,000	-	-	65,000	-	650,000
	TOTAL EXPENDITURES	1,832,298	735,000	680,000	340,000	552,000	4,139,298
	ENDING CASH	\$ 1,913,366	\$ 1,221,882	\$ 663,900	\$ 3,183,938	\$ 2,014,435	\$ 8,997,521

FISCAL YEAR	ROAD CAPITAL PROJECTS	BEGINNING	TRANS TAX REVENUE	CROAD TAX REVENUE	RESTRICTED	ONE TIME GRANTS	TOTAL
		UNRESTRICTED CASH			CASH- IMPACT FEE		
FY 2026	BEGINNING CASH	\$ 1,913,366	\$ 1,221,882	\$ 663,900	\$ 3,183,938	\$ 2,014,435	\$ 8,997,521
	REVENUES						
	IMPACT FEE REVENUE	-	-	-	200,000	-	200,000
	TRANSPORTATION TAXES	-	723,100	968,200	-	-	1,691,300
	TRANSFER IN FROM CAPITAL PROJECTS FUND - UNRESTRICTED	705,000	-	-	-	-	705,000
	TOTAL REVENUE	705,000	723,100	968,200	200,000	-	2,596,300
	PROJECTS						
	ANNUAL STREET PRESERVATION PROJECTS	-	200,000	500,000	-	-	700,000
	ROSEWOOD, WOODCREST (SECONDARY WATER)	-	350,000	-	-	-	350,000
	DAVID & BERNICE	160,000	-	-	-	-	160,000
	MAPLE, 200 N,50 W, 300 N, 175 N & 125 W	-	-	245,000	-	-	245,000
	400 E & 500 E (WILDCAT WAY)	-	370,000	-	-	-	370,000
	CUTLER (FOXBORO - 800 N) & DURHAM (YORK TO 500 N)	390,000	-	-	-	-	390,000
	FOXHILL, FXHIL CIR, REGENCY, SABLE CIR, WOODSVILLE	215,000	-	-	-	-	215,000
	SCENIC HILLS OVERLAY (SCENIC HILLS CIR TO VALLEJO)	-	-	275,000	-	-	275,000
	TOTAL EXPENDITURES	765,000	920,000	1,020,000	-	-	2,705,000

ENDING CASH \$ 1,853,366 \$ 1,024,982 \$ 612,100 \$ 3,383,938 \$ 2,014,435 \$ 8,888,821

FISCAL YEAR	ROAD CAPITAL PROJECTS	BEGINNING UNRESTRICTED CASH	TRANS TAX REVENUE	CROAD TAX REVENUE	RESTRICTED CASH- IMPACT FEE	ONE TIME GRANTS	TOTAL
FY 2027	BEGINNING CASH	\$ 1,853,366	\$ 1,024,982	\$ 612,100	\$ 3,383,938	\$ -	\$ 6,874,386
	REVENUES						
	IMPACT FEE REVENUE	-	-	-	200,000	-	200,000
	GRANTS & CONTRIBUTIONS	-	-	-	-	-	-
	TRANSPORTATION TAXES	-	744,800	997,200	-	-	1,742,000
	TRANSFER IN FROM CAPITAL PROJECTS FUND - UN	705,000	-	-	-	-	705,000
	TOTAL REVENUE	705,000	744,800	997,200	200,000	-	2,647,000
	PROJECTS						
	ANNUAL STREET PRESERVATION PROJECTS	-	240,000	500,000	-	-	740,000
	RAYGENE & MARIALANA	385,000	-	-	-	-	385,000
	CONSTITUTION & INDEPENDENCE	200,000	-	-	-	-	200,000
	LIBERTY & BUNKER HILL	100,000	-	-	70,000	-	170,000
	ODELL LANE & 100 N	-	-	245,000	-	-	245,000
	OAKWOOD DR (OAKVIEW CT TO LACEY) & OAKVIEW	-	120,000	200,000	-	-	320,000
	MAIN ST (350 N TO PACIFIC)	526,000	-	-	-	-	526,000
	VISTA VIEW (RDGTP TO E-RIDGE DR) & COUNTRY C	-	145,000	-	-	-	145,000
	250 N & 3100 S	110,000	-	-	-	-	110,000
	TOTAL EXPENDITURES	1,321,000	505,000	945,000	70,000	-	2,841,000
	ENDING CASH	\$ 1,237,366	\$ 1,264,782	\$ 664,300	\$ 3,513,938	\$ -	\$ 6,680,386

FISCAL YEAR	ROAD CAPITAL PROJECTS	BEGINNING UNRESTRICTED CASH	TRANS TAX REVENUE	CROAD TAX REVENUE	RESTRICTED CASH- IMPACT FEE	ONE TIME GRANTS	TOTAL
FY 2028	BEGINNING CASH	\$ 1,237,366	\$ 1,264,782	\$ 664,300	\$ 3,513,938	\$ -	\$ 6,680,386
	REVENUES						
	IMPACT FEE REVENUE	-	-	-	200,000	-	200,000
	GRANTS & CONTRIBUTIONS	-	-	-	-	-	-
	TRANSPORTATION TAXES	-	767,100	1,027,100	-	-	1,794,200
	TRANSFER IN FROM CAPITAL PROJECTS FUND - UN	705,000	-	-	-	-	705,000
	TOTAL REVENUE	705,000	767,100	1,027,100	200,000	-	2,699,200
	PROJECTS						
	ANNUAL STREET PRESERVATION PROJECTS	-	-	550,000	-	-	550,000
	GARY WAY STREET RESURFACING	-	200,000	200,000	-	-	400,000
	UPPER LACEY WAY, ANGELA WAY, KERI CIR	280,000	-	-	-	-	280,000
	200 N (RDWD TO 400 W)	450,000	-	-	-	-	450,000
	COBLE CREEK & WILSON RD	-	300,000	-	70,000	-	370,000
	YORK DRIVE	-	200,000	-	75,000	-	275,000
	BONDED MATRIX OVERLAY IN INDUSTRIAL ZONE	-	-	400,000	-	-	400,000
	TOTAL EXPENDITURES	730,000	700,000	1,150,000	145,000	-	2,725,000
	ENDING CASH	\$ 1,212,366	\$ 1,331,882	\$ 541,400	\$ 3,568,938	\$ -	\$ 6,654,586

FISCAL YEAR	ROAD CAPITAL PROJECTS	BEGINNING UNRESTRICTED CASH	TRANS TAX REVENUE	CROAD TAX REVENUE	RESTRICTED CASH- IMPACT FEE	ONE TIME GRANTS	TOTAL
FY 2029	BEGINNING CASH	\$ 1,212,366	\$ 1,331,882	\$ 541,400	\$ 3,568,938	\$ -	\$ 6,654,586
	REVENUES						
	IMPACT FEE REVENUE	-	-	-	200,000	-	200,000
	GRANTS & CONTRIBUTIONS	-	790,100	1,057,900	-	-	1,848,000
	TRANSPORTATION TAXES	-	-	-	-	-	-
	TRANSFER IN FROM CAPITAL PROJECTS FUND - UN	705,000	-	-	-	-	705,000
	TOTAL REVENUE	705,000	790,100	1,057,900	200,000	-	2,753,000
	PROJECTS						
	ANNUAL STREET PRESERVATION PROJECTS	-	200,000	500,000	-	-	700,000
	700 W (CENTER TO 200 N), 640 W & 60 N	550,000	-	-	-	-	550,000
	CENTER ST W EDGE TO FOXBORO	500,000	-	-	-	-	500,000
	CENTER ST FRONTAGE RD	60,000	-	-	-	-	60,000
	VALLLEY VIEW DR	-	275,000	-	200,000	-	475,000
	600 N (REDWOOD TO DEAD END)	-	-	-	200,000	-	200,000
	CENTER ST, 400 W TO CONCRETE RD (OVERLAY)	350,000	-	-	-	-	350,000
	TOTAL EXPENDITURES	1,460,000	475,000	500,000	400,000	-	2,835,000
	ENDING CASH	\$ 457,366	\$ 1,646,982	\$ 1,099,300	\$ 3,368,938	\$ -	\$ 6,572,586

**COMBINED FUND - 51 AND 52**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<u>Actual FY 2023</u>	<u>Budget FY 2024</u>	<u>Projected FY 2024</u>	<u>Final Budget FY 2025</u>
<b>Operating Revenues</b>				
Charges for services:				
Metered water sales	\$ 4,002,400	\$ 4,389,000	\$ 4,742,700	\$ 5,010,000
Connection fees	13,700	70,000	27,000	15,000
Miscellaneous	6,500	14,000	120,000	14,000
<b>Total Operating Revenues</b>	<u>4,022,600</u>	<u>4,473,000</u>	<u>4,889,700</u>	<u>5,039,000</u>
<b>Operating Expenses</b>				
Salaries and benefits	1,229,800	1,361,000	1,388,223	1,440,400
Administrative charge	378,500	416,400	416,400	499,500
Office expense and supplies	66,400	71,500	65,520	75,500
Equipment - supplies and maintenance	599,200	885,000	829,000	755,600
Buildings and grounds - supplies and maintenance	58,600	75,500	100,000	100,000
Special department supplies	177,100	175,000	137,870	200,000
Power purchases	352,900	375,000	375,000	390,000
Water purchases	929,300	1,010,000	975,000	1,030,000
Professional services	191,800	190,000	176,500	232,722
Miscellaneous	50,200	49,000	51,000	57,000
<b>Total Operating Expenses</b>	<u>4,033,800</u>	<u>4,608,400</u>	<u>4,514,513</u>	<u>4,780,722</u>
<b>Operating Income (Loss)</b>	<u>(11,200)</u>	<u>(135,400)</u>	<u>375,187</u>	<u>258,278</u>
<b>Non-operating</b>				
Capital-infrastructure	(2,656,692)	(4,537,921)	(1,941,880)	(2,060,000)
Capital Equipment	(38,000)	-	-	(62,000)
Contributions	-	-	-	-
Gain (loss) from sale of capital assets	9,900	-	-	10,000
Debt service payments	(212,200)	(210,910)	(210,910)	(212,380)
Capital Grants	-	1,463,985	-	-
Interest income	119,200	135,500	135,500	67,750
Impact fee revenues	50,400	125,000	125,000	765,000
<b>Total Non-operating</b>	<u>(2,727,392)</u>	<u>(3,024,346)</u>	<u>(1,892,290)</u>	<u>(1,491,630)</u>
<b>Fund Balance - use of(-) cont to +</b>	<u>\$ (2,738,592)</u>	<u>\$ (3,159,746)</u>	<u>\$ (1,517,103)</u>	<u>\$ (1,233,352)</u>

FISCAL YEAR	WATER CAPITAL PROJECTS	GROWTH		ESTIMATED		
		%	EXISTING %	COST	GROWTH	EXISTING
FY 2024	EQUALIZATION 350 E AND MORTON		100%	205,065	-	205,065
	5200 PUMP BLS DG #1 RETROFIT		100%	80,000	-	80,000
	75 E 125 E & 175 E REPLACEMENT		100%	137,500	-	137,500
	LACEY WAY WL REPLACEMENT		100%	30,329	-	30,329
	MAIN ST WATERLINE US 89 TO CTR		100%	31,388	-	31,388
	475 N & CLOVERDALE		100%	189,658	-	189,658
	MTNVIEW/SKYVIEW/WILDFLOWER/SEG	100%		338,330	338,330	-
	CNTR ST WATERLINE UPPERCROSS	100%		157,112	157,112	-
	BIG WEST OIL FLOW CTR, VALVE, MT	100%		74,780	74,780	-
	EWGC HOLE 7 & 11, LAKE ENLRGMN	100%		200,000	200,000	-
	PRV VAULT & VALVE REPLACEMENT	80%	20%	484,774	387,819	96,955
				\$ 1,928,935	\$ 1,158,041	\$ 770,894
FY 2025	150 NORTH WATER LINE REPLACEMENT	20%	80%	\$ 130,000	\$ 26,000	\$ 104,000
	N PARK VILLAGE WATER LINE - Roll from FY 24	80%	20%	275,000	-	275,000
	WDCRST, TNGL, SUNFLWR WL - Roll from RY 24	80%	20%	450,000	360,000	90,000
	850 N, 900 N, 950 N & MADSEN LANE	40%	60%	375,000	150,000	225,000
	COVENTRY, FREEDOM DR, FREEDOM CIR WATER LINES	20%	80%	580,000	116,000	464,000
	900 NORTH WATER LINE REPLACEMENT (WEST SIDE)	20%	80%	880,000	176,000	704,000
	PRV VAULT & VALVE REPLACEMENT	80%	20%	250,000	200,000	50,000
				\$ 2,940,000	\$ 1,028,000	\$ 1,912,000
FY 2026	US-89 WATER LINE - 71 N TO ODELL LANE	40%	60%	\$ 360,000	\$ 144,000	\$ 216,000
	SECONDARY WATER - ROSEWOOD, WOODCREST, ETC.	100%		450,000	450,000	-
	DAVID & BERNICE WATER LINE REPLACEMENT	40%	60%	730,000	292,000	438,000
	MAPLE, 200 N, 50 W, 300 N, 175 N & 125 W WATER LINE		100%	325,000	-	325,000
	PRV VAULT & VALVE REPLACEMENT	80%	20%	250,000	200,000	50,000
				\$ 2,115,000	\$ 1,086,000	\$ 1,029,000
FY 2027	RAYGENE & MARIALANA WATER LINE REPLACEMENT		100%	\$ 875,000	\$ -	\$ 875,000
	CONSTITUTION & INDEPENDENCE WATER LINE REPLACEMENT		100%	575,000	-	575,000
	LIBERTY & BUNKER HILL WATER LINE REPLACEMENT		100%	205,000	-	205,000
	PRV VAULT & VALVE REPLACEMENT	80%	20%	250,000	200,000	50,000
	TANK REPAIRS		100%	300,000	-	300,000
				\$ 2,205,000	\$ 200,000	\$ 2,005,000
FY 2028	400 W WATER LINE (500N TO 1100 N)	20%	80%	\$ 1,200,000	\$ 240,000	\$ 960,000
	200 N WATER LINE (REDWOOD RD TO 400 W)		100%	725,000	-	725,000
	GARY WAY WATER LINE REPLACEMENT		100%	375,000	-	375,000
				\$ 2,300,000	\$ 240,000	\$ 2,060,000
FY 2029	300 N & 100 E (HAMMERHEAD CUL-DE-SAC)		100%	\$ 200,000	\$ -	\$ 200,000
	700 W (CENTER TO 200 N) 640W & 60 N WATER LINE REP	20%	80%	780,000	156,000	624,000
	400 W WATER LINE (CENTER TO 500 N)	20%	80%	1,500,000	300,000	1,200,000
				\$ 2,480,000	\$ 456,000	\$ 2,024,000

**STORM WATER FUND - 53**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	Actual FY 2023	Budget FY 2024	Projected FY 2024	Final Budget FY 2025
<b>Revenues</b>				
Charges for services:				
User Fees	\$ 970,100	\$ 1,128,000	\$ 1,138,700	\$ 1,275,000
<b>Total Operating Revenues</b>	<b>970,100</b>	<b>1,128,000</b>	<b>1,138,700</b>	<b>1,275,000</b>
<b>Operating Expenses</b>				
Salaries and benefits	358,900	403,000	400,460	422,500
Administrative charge	62,400	74,100	74,100	82,250
Office expense and supplies	16,900	18,500	18,500	37,000
Equipment - supplies and maintenance	192,000	83,700	84,720	91,600
Professional services	25,500	191,000	183,600	192,500
Miscellaneous	3,200	4,000	4,000	4,000
<b>Total Operating Expenses</b>	<b>658,900</b>	<b>774,300</b>	<b>765,380</b>	<b>829,850</b>
<b>Operating Income (Loss)</b>	<b>311,200</b>	<b>353,700</b>	<b>373,320</b>	<b>445,150</b>
<b>Nonoperating Income (Expense)</b>				
Capital-infrastructure	(156,200)	(969,765)	(78,430)	(1,205,000)
Capital Equipment	(79,300)	(417,360)	(45,000)	(377,360)
Developer reimbursement	-	(52,000)	(51,070)	-
Proceeds from borrowing - lease	-	302,360	-	302,360
Gain (loss) from sale of capital assets	-	70,000	-	70,000
Debt service payments	(33,000)	(32,756)	(32,740)	(33,375)
Transfers In - Capital Projects Fund	-	30,000	30,000	-
Interest income	26,900	51,500	59,500	29,750
Impact fee revenues	13,900	50,000	50,000	200,000
<b>Total Non-operating</b>	<b>(227,700)</b>	<b>(968,021)</b>	<b>(67,740)</b>	<b>(1,013,625)</b>
<b>Fund Balance - use of(-) cont to +</b>	<b>\$ 83,500</b>	<b>\$ (614,321)</b>	<b>\$ 305,580</b>	<b>\$ (568,475)</b>

FISCAL YEAR	STORM WATER CAPITAL PROJECTS	GROWTH	EXISTING	ESTIMATED		
		%	%	COST	GROWTH	EXISTING
FY 2024	ANNUAL STORM WATER IMP FOR CFP'S		100%	\$ 70,000	\$ -	\$ 70,000
				\$ 70,000	\$ -	\$ 70,000
FY 2025	CONSTITUTION WAY CANYON IMP 1 - Roll from FY 24	20%	80%	\$ 300,000	\$ 60,000	\$ 240,000
	EWGC HOLE 7 & 11, LAKE ENLRGMNT - Roll from FY 24	20%	80%	565,000	113,000	452,000
	COVENTRY, FREEDOM DR, FREEDOM CIR	30%	70%	300,000	90,000	210,000
	ANNUAL STORM WATER IMP FOR CFP'S		100%	40,000	-	40,000
				\$ 1,205,000	\$ 263,000	\$ 942,000
FY 2026	FOXHILL (E-WOOD TO GARY), FOXHILL CIR, REGENCY, SABLE	100%		\$ 260,000	\$ 260,000	\$ -
	ANNUAL STORM WATER IMP FOR CFP'S		100%	40,000	-	40,000
				\$ 300,000	\$ 260,000	\$ 40,000
FY 2027	PIPE IMPROVEMENTS ON DAVID WAY CANYON	30%	70%	\$ 430,000	\$ 129,000	\$ 301,000
	ANNUAL STORM WATER IMP FOR CFP'S		100%	40,000	\$ -	40,000
				\$ 470,000	\$ 129,000	\$ 341,000
FY 2028	PIPE FOR DITCH (WEST OF 400 W)	100%		\$ 300,000	\$ 300,000	\$ -
	ANNUAL STORM WATER IMP FOR CFP'S		100%	40,000	-	40,000
				\$ 340,000	\$ 300,000	\$ 40,000
FY 2029	ANNUAL STORM WATER IMP FOR CFP'S		100%	\$ 40,000	\$ -	\$ 40,000
				\$ 40,000	\$ -	\$ 40,000

**SOLID WASTE FUND - 54**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<b>Actual FY 2023</b>	<b>Budget FY 2024</b>	<b>Projected FY 2024</b>	<b>Final Budget FY 2025</b>
<b>Operating Revenues</b>				
Charges for services:				
User fees	\$ 1,547,900	\$ 1,710,000	\$ 1,713,960	\$ 1,740,000
<b>Total Operating Revenues</b>	<u>1,547,900</u>	<u>1,710,000</u>	<u>1,713,960</u>	<u>1,740,000</u>
<b>Operating Expenses</b>				
Salaries and benefits	81,200	90,000	78,880	92,600
Administrative charge	24,300	24,700	24,700	30,700
Office expense and supplies	21,800	19,500	30,000	32,500
Equipment - supplies and maintenance	83,000	65,000	60,000	65,000
Special department supplies	28,300	30,000	29,000	32,000
Professional services	4,000	4,000	3,200	4,000
Contracted services	1,251,600	1,380,000	1,374,000	1,491,200
<b>Total Operating Expenses</b>	<u>1,494,200</u>	<u>1,613,200</u>	<u>1,599,780</u>	<u>1,748,000</u>
<b>Operating Income (Loss)</b>	<u>53,700</u>	<u>96,800</u>	<u>114,180</u>	<u>(8,000)</u>
<b>Nonoperating Income (Expense)</b>				
Interest income	10,300	6,000	16,000	8,000
<b>Total Nonoperating</b>	<u>10,300</u>	<u>6,000</u>	<u>16,000</u>	<u>8,000</u>
Fund Balance - use of(-) cont to +	<u>\$ 64,000</u>	<u>\$ 102,800</u>	<u>\$ 130,180</u>	<u>\$ -</u>

**GOLF FUND - 55**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	Actual FY 2023	Budget FY 2024	Projected FY 2024	Final Budget FY 2025
<b>Revenues</b>				
Charges for services:				
Admissions and lesson fees	\$ 1,138,500	\$ 1,365,000	\$ 1,378,000	\$ 1,390,000
Equipment and facility rents	739,500	865,000	869,000	995,000
Concession and merchandise sales	479,700	880,000	909,000	977,000
<b>Total Operating Revenues</b>	<b>2,357,700</b>	<b>3,110,000</b>	<b>3,156,000</b>	<b>3,362,000</b>
<b>Operating Expenses</b>				
Salaries and benefits	1,108,400	1,459,660	1,454,000	1,447,000
Administrative charge	63,600	91,200	91,200	99,800
Office expense and supplies	10,200	18,500	12,000	17,000
Equipment - supplies and maintenance	316,400	419,500	379,000	414,000
Buildings and grounds - supplies and maintenance	37,900	40,500	41,500	41,500
Power purchases	26,000	41,000	33,000	31,000
Water purchases	144,400	123,300	122,800	164,000
Professional services	96,400	65,000	117,000	105,000
Merchandise	274,600	230,000	250,000	250,000
Miscellaneous	79,500	101,000	76,000	95,000
<b>Total Operating Expenses</b>	<b>2,157,400</b>	<b>2,589,660</b>	<b>2,576,500</b>	<b>2,664,300</b>
<b>Operating Income (Loss)</b>	<b>200,300</b>	<b>520,340</b>	<b>579,500</b>	<b>697,700</b>
<b>Nonoperating Income (Expense)</b>				
Interest income	(3,200)	-	(10,000)	5,000
Capital-Infrastructure & Equipment	(507,300)	(335,000)	(335,000)	(200,000)
Capital-Infrastructure & Equipment Restricted	(1,881,500)	(465,280)	(128,000)	(200,000)
Proceeds from borrowing	-	335,000	200,000	200,000
Gain (loss) from sale of capital assets	(142,400)	31,000	-	-
Debt Service Payments	(100,000)	(165,000)	(100,000)	(170,000)
Interest expense	(74,200)	(95,538)	(176,940)	(122,170)
<b>Total Non-operating</b>	<b>(2,708,600)</b>	<b>(694,818)</b>	<b>(549,940)</b>	<b>(487,170)</b>
<b>Fund Balance - use of(-) cont to +</b>	<b>\$ (2,508,300)</b>	<b>\$ (174,478)</b>	<b>\$ 29,560</b>	<b>\$ 210,530</b>

**FLEET FUND - 61**  
**REVENUE AND EXPENDITURES**  
**ACTUAL, BUDGET, PROJECTED AND RECOMMENDED**

	<b>Actual FY 2023</b>	<b>Budget FY 2024</b>	<b>Projected FY 2024</b>	<b>Final Budget FY 2025</b>
<b>Operating Revenues</b>				
Capital replacement charge	\$ 517,200	\$ 510,200	\$ 475,200	\$ 513,070
User Fees - interdepartmental	355,600	339,500	339,500	174,900
Intergovernmental- grants	-	-	-	-
<b>Total Operating Revenues</b>	<b>872,800</b>	<b>849,700</b>	<b>814,700</b>	<b>687,970</b>
<b>Operating Expenses</b>				
Salaries and benefits	265,500	295,500	302,980	303,500
Equipment - supplies and maintenance	53,800	44,000	44,000	89,000
<b>Total Operating Expenses</b>	<b>319,300</b>	<b>339,500</b>	<b>346,980</b>	<b>392,500</b>
<b>Operating Income (Loss)</b>	<b>553,500</b>	<b>510,200</b>	<b>467,720</b>	<b>295,470</b>
<b>Nonoperating Income (Expense)</b>				
Interest income	18,400	48,000	48,000	24,000
Gain (loss) from sale of capital assets	52,000	40,500	33,250	24,000
Interest expense	21,600	(3,500)	-	-
Debt Service Payments	(22,600)	-	-	(65,000)
Capital-Infrastructure & Equipment	(409,200)	(447,900)	(447,900)	(797,000)
Proceeds from Borrowing	-	-	-	375,000
<b>Total Nonoperating Income (Expense)</b>	<b>(339,800)</b>	<b>(362,900)</b>	<b>(366,650)</b>	<b>(439,000)</b>
<b>Fund Balance - use of(-) cont to +</b>	<b>\$ 213,700</b>	<b>\$ 147,300</b>	<b>\$ 101,070</b>	<b>\$ (143,530)</b>

FISCAL YEAR 2025 VEHICLE REPLACEMENT REQUEST

DEPT	DESCRIPTION	TRADE/ SALE	NEW VEHICLE	PURCHASE	NET COST
Streets	AWD Bobtail Plow/Dump Truck	-	-	375,000	\$ 375,000
Eng	2005 Toyota Rav 4	4,000	-	32,000	\$ 28,000
Police	2018 Dodge Charger	4,000	-	65,000	\$ 61,000
Police	2017 Ford Explorer	4,000	-	65,000	\$ 61,000
Police	2017 Ford Explorer	4,000	-	65,000	\$ 61,000
Police	2017 Ford Explorer	4,000	-	65,000	\$ 61,000
Police	2017 Ford Explorer	4,000	-	65,000	\$ 61,000
Police	New Officer Vehicle		65,000		\$ 65,000
		\$ 24,000	\$ 65,000	\$ 732,000	\$ 773,000
Water	2015 Dodge Ram	\$ 10,000		\$ 62,000	\$ 52,000
Storm	Vac Truck - Sweeper	\$ 70,000		\$ 372,360	\$ 302,360



## NORTH SALT LAKE ENGINEERING

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10 East Center Street  
North Salt Lake, Utah  
84054  
(801) 335-8722  
karvnb@nslcity.org

**BRIAN J. HORROCKS**  
Mayor

**KARYN BAXTER, PE**  
City Engineer

### **MEMORANDUM**

To: Honorable Mayor & City Council  
From: Karyn Baxter, City Engineer  
Date: June 18, 2024  
Subject: Secondary Water and Street Resurfacing Project, Elk Hollow Road & Elk Hollow Circle

### **RECOMMENDATION**

Staff recommends awarding the Secondary Water and Street Resurfacing Project, Elk Hollow Road & Elk Hollow Circle, to MC Green for the price of \$978,565.

### **BACKGROUND**

This project is for the installation of new secondary water main lines in Elk Hollow Road and Elk Hollow Circle. This is an expansion of the project previously completed in Eaglewood Loop to transfer culinary water use for outdoor watering to the secondary water system. Twenty-six homes will be transferred to secondary water, including a new meter and connection to the existing outdoor sprinkler system.

Upon completion of the water line work, the asphalt will be completely removed and replaced in these cul-de-sacs. Two alternates were provided in the bid. The base bid price was for standard asphalt meeting the city specifications. The alternate price was for asphalt with a fiber additive. Upon review, staff recommends the use of fiber reinforced asphalt due to the weaker natural subsurface soils.

The City received two bids and they are shown below:

<u>Contractor</u>	<u>Alternate A</u>	<u>Alternate B</u>
MC Green & Sons	\$957,190.00	\$978,565.00
Lyndon Jones Construction	\$1,839,287.50	\$1,869,212.50
Engineer's Estimate	\$958,754.03	\$990,317.78

The existing budget for this project is \$665,000, which was based on a cost estimate for the original roads planned for this year. Due to the change in scope and the large disparity in the bids, a comparative analysis was done using the average bid price for the Secondary Water &

Street Resurfacing project done last year. The Engineer's Estimate shows the total price of the project using last year's bid results, which is very close to the bid submitted by MC Green & Sons.

Staff recommends awarding this project including the alternative for the fiber additive. Approval of this bid will require a future budget amendment in the FY25 budget year.

### **SPECIAL NOTE**

You may recall that this project was switched with a previously adopted FY24 project which is the Secondary Water and Street Resurfacing at Woodcrest, Tanglewood and Sunflower Circle. It was determined that Elk Hollow Road and Elk Hollow Circle were showing worsening subsurface failure conditions and were therefore traded for the FY24 projects. The Elk Hollow area had previously been on the Capital Facilities Plan for FY26 and now the Woodcrest, Tanglewood and Sunflower Circle projects are planned for that future fiscal year.

The one difficulty this project swap presents is that the bids came in higher than estimated and \$313,565 higher than previously budgeted amounts. Therefore, a future budget amendment will be needed in next year's budget.

### **POSSIBLE MOTION**

I move that the City Council award the Secondary Water and Street Resurfacing Project, Elk Hollow Road & Elk Hollow Circle, to MC Green for the price of \$978,565.



# CITY OF NORTH SALT LAKE

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

Brian J. Horrocks  
Mayor

Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** June 18, 2024

**SUBJECT:** Review and Discussion of Possible Landscaping Designs for Eagleridge Drive

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This item is a review and discussion of potential landscaping alternatives on Eagleridge Drive just east of US89. You may recall that the City engaged the services of an architectural firm (Terracon) to prepare some conceptual ideas and cost estimates for this area.

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 JUNE 4, 2024

6  
7 **DRAFT**  
8

9 Mayor Horrocks welcomed those present at 6:07 p.m.

10  
11 PRESENT: Mayor Brian Horrocks  
12 Councilmember Lisa Watts Baskin  
13 Councilmember Tammy Clayton  
14 Councilmember Suzette Jackson  
15 Councilmember Ted Knowlton  
16 Councilmember Alisa Van Langeveld  
17

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

23 OTHERS PRESENT: Dee Lalliss, resident; Lorene Kamalu, Davis County Commissioner;  
24 Ashleigh Young, Davis County Animal Care Director.  
25

26 1. PRESENTATION BY DAVIS COUNTY ANIMAL CARE-COMMISSIONER LORENE  
27 KAMALU AND DIRECTOR ASHLEIGH YOUNG  
28

29 Lorene Kamalu, Davis County Commissioner, shared the organizational chart for each County  
30 Commissioner. She introduced Ashleigh Young with Davis County Animal Care and spoke on  
31 the challenges of animal control throughout the country.  
32

33 Ashleigh Young, Davis County Animal Care Director, reported that a large feasibility study was  
34 performed in 2021. She said the study took two years to complete and included an overview of  
35 operations and the need for a new shelter facility. She shared 2023 data and said there were 9,000  
36 calls and over 4,000 animals were handled. She mentioned that per the feasibility study there was  
37 a need for a new shelter. She spoke on how the current shelter was 40 years old and was setup as  
38 a catch and kill shelter. Ms. Young explained that Davis County Animal Care was now a no-kill  
39 shelter with a live release rate over 90%. She stated that the current shelter was 11,000 square  
40 feet and the proposed shelter would be 32,000 square feet per the study.  
41

42 Ashleigh Young noted that the new facility would be built on the current site and would cost  
43 approximately \$15 million which would be funded through the County. She spoke on the need

44 for a tax increase to cover employees, veterinarian on staff, training and behavioral resources,  
45 and operational increases. She elaborated that there would be a truth in taxation hearing this year  
46 for the tax increase and that the increase would equal around \$11 per household annually.

47  
48 Councilmember Baskin arrived at 6:25 p.m.

49  
50 Councilmember Van Langeveld asked about roadkill cleanup. Ashleigh Young replied that large  
51 wildlife was the responsibility of The Utah Division of Wildlife Resources, and that Davis  
52 Animal Care did not have the ability to remove those larger animals. She said they would  
53 respond to domestic animals, ducks, geese, etc.

54  
55 Councilmember Van Langeveld questioned employee wages including those for the entry level  
56 workers. Ashleigh Young responded that they were competitive with other shelters by offering  
57 merit and COLA increases and performed regular pay studies.

58  
59 Councilmember Jackson asked about the volunteer program including acceptance and  
60 restrictions. She questioned when the new facility would be completed. Ashleigh Young replied  
61 that they hoped to break ground on the facility this year. She explained that volunteers could do  
62 everything from walking dogs, laundry, and kennel cleanup. She noted that they had an age limit  
63 for volunteers at 16 years old due to potential liabilities. She spoke on the different volunteer  
64 opportunities including taking the dogs home for a few hours and fostering and bottle-feeding  
65 kittens.

66  
67 Ashleigh Young elaborated on foster opportunities and said they had over 100 volunteers who  
68 would foster dogs and cats until they were adopted.

69  
70 Councilmember Jackson asked about the relationship with the Utah Humane Society. Ashleigh  
71 Young said they worked closely with the Humane Society including touring their new facility  
72 and occasionally moving animals to their facility.

73  
74 Commissioner Kamalu commented that the proposed facility would adequately serve Davis  
75 County at the anticipated buildout population of 390,000.

76  
77 Councilmember Jackson asked if the County offered a spay and neuter program. Ashleigh Young  
78 replied that Davis County did not offer a low or no cost program. She said they would provide  
79 spay and neuter for shelter animals per State law but not for publicly owned pets. She further  
80 indicated that the County did not want to offer a service that was currently provided by local  
81 veterinarians.

82  
83 Councilmember Van Langeveld asked about volunteer needs and what the City could do to help  
84 recruit volunteers. Ashleigh Young indicated there was always a need for volunteers including

85 dog walkers and fosters. She said that the need for volunteers could be shared on social media  
86 and posted flyers.

87

88 2. MONTHLY FINANCIAL REPORT FOR PERIOD ENDING APRIL 30, 2024

89

90 Heidi Voordeckers reported on the fiscal period ending April 30, 2024 and said the summary and  
91 financial report were included in the packets. She shared that 83% of the year had elapsed with  
92 72.2% of revenues collected while budgeted expenses were 80.3% expended. She presented  
93 information on the 2023 property values and said that of the \$3.6 billion in taxable property  
94 value in the City, almost 12% was from business personal property (specialized manufacturing  
95 equipment, machinery, furniture, and other fixtures). She mentioned that the City was the second  
96 largest contributor of personal property in Davis County and how the City had a larger  
97 dependence on commercial properties as a tax base than neighboring communities (except West  
98 Bountiful).

99

100 Councilmember Knowlton asked about the golf debt which was lower compared to last year. He  
101 also questioned the housing line item related to special revenue. Heidi Voordeckers replied that  
102 this would be related to the use of construction funds. She said the money from the housing fund  
103 was RDA funds which would be distributed in May.

104

105 Councilmember Van Langeveld asked about personal property tax in the unincorporated areas of  
106 the City. She asked if those areas were to annex into cities would those cities benefit from the  
107 personal property tax revenue or just the County. Heidi Voordeckers mentioned that if Chevron  
108 annexed into the City that the additional revenue would be offset by the Fire District fees.

109

110 Mayor Horrocks commented that Chevron used to be part of the City and when they planned a  
111 large expansion they annexed into unincorporated County to avoid taxes.

112

113 3. PRESENTATION OF ANNUAL FRAUD RISK ASSESSMENT

114

115 Heidi Voordeckers reported that the Utah State Auditor's Office implemented the Fraud Risk  
116 Assessment in December 2020 as a tool for governmental entities to assess their level of risk for  
117 fraud, waste, and abuse. She explained that each year the Finance Director would complete a  
118 Fraud Risk Assessment for review by the City Manager, presented to the City Council, and then  
119 submitted to the Utah State Auditor's Office. She mentioned that while the City had scored low  
120 risk several things could be done to get a perfect score. She said this included implementing new  
121 policies related to IT/computer safety and cash receipting, as well as formalizing internal audit  
122 functions.

123

124 Ken Leetham commented that the City paid for robust software through ETS that protected the  
125 network and computers and said the State had offered additional software at no cost which would  
126 be implemented. He said ETS could come and provide a presentation on how safe the system

127 was. He mentioned the City was insured against malware and any potential losses through the  
128 Utah Local Governments Trust.

129

130 4. APPROVAL OF MINUTES

131

132 The City Council minutes of May 21, 2024 were reviewed and approved.

133

134 **Councilmember Jackson moved that the City Council approve the minutes of May 21, 2024**  
135 **as written. Councilmember Van Langeveld seconded the motion. The motion was approved**  
136 **by Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**

137

138 5. ACTION ITEMS

139

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

141

142 Councilmember Knowlton asked about the Highway 89 agreement with UDOT. Sherrie Pace  
143 replied that staff was working on finalizing the cross section drawing that would be presented to  
144 UDOT within the next month.

145

146 Councilmember Jackson questioned the timeline for the tree plantings along Eagleridge Drive.  
147 Ken Leetham responded that this would be discussed at the next City Council meeting.

148

149 Councilmember Van Langeveld requested to be involved with UTA regarding the Foxboro bus  
150 route discussion. She spoke on the Discover Davis Mural program and suggested that Camille  
151 Thorpe continue to be included in this project.

152

153 6. ADJOURN

154

155 Mayor Horrocks adjourned the meeting at 6:51 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  
JUNE 4, 2024

**DRAFT**

Mayor Horrocks welcomed those present at 7:03 p.m. Councilmember Van Langeveld led those present in the Pledge of Allegiance and invited Ty Jones to share his winning essay about North Salt Lake.

PRESENT: Mayor Brian Horrocks  
Councilmember Lisa Watts Baskin  
Councilmember Tammy Clayton  
Councilmember Suzette Jackson  
Councilmember Ted Knowlton  
Councilmember Alisa Van Langeveld

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

OTHERS PRESENT: Dee Lalliss, Steph Jones, Ty Jones, Camille Thorpe, Jeff Scroger, Gentry Holbrook, Ryan Holbrook, Erin Mwanje, Fletcher Mwanje, residents; Sally Graehl, Brian Myers, visitors.

1. CITIZEN COMMENT

Brian Myers said he owned a small business on 1100 North and shared that there were no sidewalks at the intersection of the spur rail parallel to Main Street and 1100 North. He spoke on difficulty for pedestrians particularly children or those in wheelchairs or similar. He mentioned liability issues as this crossing did not meet ADA or safety requirements.

Karyn Baxter provided the history on this project including widening of the road, obtaining multiple permits, agreements with UTA, Union Pacific, and Rocky Mountain Power, right of way purchases, and sidewalks. She said that the final portion of the project included the completion of the sidewalk but Union Pacific (UP) informed the City that they needed to obtain a crossing agreement for the main line tracks. She explained the current status was the need to obtain a “permit to enter agreement” from UP which had been submitted and was now awaiting their approval. She noted the City had contractors ready to do the work once the permit was

198 approved. She said it had taken 14 years, but staff continued to work on this project weekly. Ms.  
199 Baxter commented that the City has obtained a grant for the sidewalk installation.

200  
201 Gentry Holbrook, resident, thanked the City for being inclusive and hosting events like Pride,  
202 Latino Heritage, and the food truck nights.

203  
204 Camille Thorpe, resident, spoke on the trail events, purge the spurge, updating Hatch Park, and  
205 City history. She suggested that fruit trees could be incorporated into Hatch Park to represent the  
206 City's orchard history.

207  
208 2. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 2024-03: AN  
209 ORDINANCE ADOPTING THE MUNICIPAL EXECUTIVE OFFICER  
210 COMPENSATION INCREASES FOR FISCAL YEAR 2024-2025

211  
212 Heidi Voordeckers reported on the requirement per State code that the City hold a public hearing  
213 in advance of authorizing compensation increases for a city's executive officers. She explained  
214 that the attached ordinance set forth the positions in the City that met the definition of "executive  
215 municipal officer". She said the executive municipal officer would include the City Manager,  
216 Assistant City Manager, Chief of Police, Assistant Chief of Police, and each head of a City  
217 department or division. She mentioned that those employees designated as executive municipal  
218 officers would receive the proposed compensation increase for fiscal year 2024-2025 including a  
219 3.3% cost of living (COLA) and a 2% merit/step increase. She explained the golf manager was  
220 exempt from the step increase by employment contract. She clarified that the proposed municipal  
221 executive officer compensation increase would not exceed the increase proposed for all other  
222 eligible City employees.

223  
224 **At 7:34 p.m. Councilmember Van Langeveld moved to open the public hearing.**  
225 **Councilmember Jackson seconded the motion.**

226  
227 **At 7:35 p.m. Mayor Horrocks closed the public hearing.**

228  
229 **Councilmember Clayton moved that the City Council approve Ordinance 2024-03**  
230 **authorizing Executive Municipal Officer compensation increases for Fiscal Year 2024-2025.**  
231 **Councilmember Jackson seconded the motion. The motion was approved by**  
232 **Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**

233  
234 3. PUBLIC HEARING PRIOR TO ADOPTING THE FISCAL YEAR 2024-2025  
235 BUDGET

236  
237 Heidi Voordeckers reported the City Council held a budget retreat on March 23, 2024 and  
238 adopted the Tentative Budget on May 7, 2024. She said this proposed budget incorporated many  
239 of those priorities from the budget retreat including the 3.3% COLA, one new police department

240 position, flat growth in sales tax revenue, and utility rate increases with 8% water and 12.5%  
241 storm water. She mentioned the changes from the tentative to final budget would be an increase  
242 in revenues for West Bountiful court contributions of \$10,000 and an increase in expenditures for  
243 Chief Admin Officer training in the amount of \$8,000. She explained this would not include the  
244 Redevelopment Agency Board budget which would be reviewed and approved on June 18th. She  
245 stated the total budget would be \$57,946,405 and included the Hatch Park project.

246

247 **At 7:38 p.m. Councilmember Baskin moved to open the public hearing. Councilmember**  
248 **Van Langeveld seconded the motion.**

249

250 **At 7:39 p.m. Mayor Horrocks closed the public hearing.**

251

252 4. CONSIDERATION OF BID AWARD TO BLACK FOREST PAVING FOR THE 400  
253 WEST STREET REBUILD PROJECT IN THE AMOUNT OF \$1,598,048.50

254

255 Karyn Baxter reported that this project would include the entire road from Center Street to 1100  
256 North. She said this would include the mill and overlay option with additive as recommended by  
257 the geotechnical report. She shared images of the current condition of the road and said staff  
258 received four bids with Black Forest Paving as the low bidder at \$1,598,048.50 with the  
259 recommended fiber additive.

260

261 **Councilmember Van Langeveld moved that the City Council award the 400 West Street**  
262 **Rebuild Project to Black Forest Paving for the alternate price of \$1,598,048.50.**  
263 **Councilmember Baskin seconded the motion. The motion was approved by**  
264 **Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**

265

266 5. CONSIDERATION OF BID AWARD TO TAYLOR ELECTRIC FOR THE  
267 GENERATOR PAD INSTALLATION PROJECT IN THE AMOUNT OF \$89,001

268

269 Karyn Baxter reported that the City had obtained a FEMA grant to install generators at critical  
270 culinary water facilities. She said this project had three phases including the purchase of the  
271 generators (which had been done), the installation of the concrete pads for the generators (which  
272 is the subject of this proposed bid award), and installation of the generators (connection to the  
273 wells and pump stations including wiring). She shared that staff received three bids with Taylor  
274 Electric as the low bidder at \$89,001. She commented that staff obtained references due to the  
275 large price discrepancy in the bid pricing and received multiple good reviews for Taylor Electric.

276

277 Councilmember Jackson asked how long the generators would run. Karyn Baxter replied that  
278 they were powered by diesel fuel and could run for 24 hours before being refueled.

279

280 **Councilmember Van Langeveld moved that the City Council award the Generator Pad**  
281 **Installation Project to Taylor Electric, Inc. for the price of \$89,001. Councilmember**

282 **Knowlton seconded the motion. The motion was approved by Councilmembers Baskin,**  
283 **Clayton, Jackson, Knowlton, and Van Langeveld.**

284

285 6. COUNCIL REPORTS

286

287 Councilmember Knowlton reported on a meeting with Wasatch Front Regional Council, staff,  
288 and several Planning Commissioners to discuss Beehive Bikeways as a supplement to the Utah  
289 trail network. He shared the identified proposed routes of Highway 89 or Orchard Drive. He  
290 mentioned a future meeting with the City, Bountiful, and Centerville to discuss these options.

291

292 Sherrie Pace said the Trails Committee discussed the pros and cons of both options including the  
293 incline of Orchard and the connections from each road.

294

295 Councilmember Jackson mentioned that she was impressed with the volunteers who participated  
296 in the trail cleanup activity. Mayor Horrocks mentioned that several areas of erosion were  
297 repaired and thanked Scheels for funding the hours provided by the biking clubs.

298

299 Councilmember Baskin reported on the Golf Committee letter sent to residents. She spoke about  
300 discussing how proactive/unreactive the City would be related to golf ball damage on adjacent  
301 residential properties. She then mentioned the need to “purge the spurge” in the City.

302

303 Councilmember Van Langeveld reported on the Health and Wellness Committee events including  
304 the Health and Wellness Fair/Night Out Against Crime, Pride, Juneteenth, and Latino Heritage.  
305 She shared that the Pride event had ten vendors with a majority being mental health facilities.  
306 She said the Juneteenth event would be held June 10<sup>th</sup> and was shared on Good Things Utah. She  
307 spoke on feedback related to the trail around Legacy Park, the odor issues in Foxboro and  
308 creating a letter of concern for the Sewer District.

309

310 Councilmember Van Langeveld asked if feedback about General Plan could be done online.  
311 Sherrie Place replied affirmatively and said there was also an interactive map where residents  
312 could provide comments.

313

314 Councilmember Clayton requested that staff email the link for the general plan update. She asked  
315 for volunteers from the Youth City Council and Parks and Arts Board for Liberty Fest.

316

317 7. CITY ATTORNEY’S REPORT

318

319 Todd Godfrey had nothing to report.

320

321

322

323

324 8. MAYOR'S REPORT

325

326 Mayor Horrocks reported on the interim Sunset City mayor, the Animal Care facility proposal,  
327 and the current inflationary cycle and upgrades to the Sewer District facility at \$87 million.

328

329 9. CITY MANAGER'S REPORT

330

331 Ken Leetham reported that there was an upcoming project to spray diseased ash trees in Foxboro.  
332 He said this would occur on Friday. He then spoke on the Parks and Arts Board meeting and the  
333 assignment for Ali Avery to move forward on trail planning assisting the Parks and Arts Board's  
334 trail planning subcommittee.

335

336 Councilmember Van Langeveld asked about the structure of the Parks and Arts Board and if the  
337 assignments were split evenly. Ken Leetham suggested that this could be discussed during the  
338 Parks and Arts Board meeting.

339

340 10. ADJOURN INTO CLOSED SESSION

341

342 **At 8:21 p.m. Councilmember Van Langeveld moved to go into closed session to discuss**  
343 **pending or reasonably imminent litigation. Councilmember Baskin seconded the motion.**  
344 **The motion was approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and**  
345 **Van Langeveld.**

346

347 11. ADJOURN

348

349 Mayor Horrocks adjourned the regular meeting at 8:21 p.m. for a closed session.

350

351 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday June*  
352 *18, 2024 by unanimous vote of all members present.*

353

354

355

356 \_\_\_\_\_  
*Brian J. Horrocks, Mayor*

\_\_\_\_\_ *Wendy Page, City Recorder*

**Action Items for June 18, 2024**

Item	Staff	Description	Staff Responses
<b><u>New</u></b>			
1	Jon	(6-4-24 CM Baskin) Staff to review the best time to purge the spurge and potential for project this year.	<i>(6/11/2024) Wild Spurge usually flowers from May to July. Plants can drop seeds 10-30 days after flowering and can be removed anytime before it starts dropping seeds. It's usually best to remove plants when they are smaller.</i>
2	Ken	(6-4-24 CM Van Langeveld) Formal notification to the South Davis Sewer District that the Foxboro neighborhood it still experiencing significant odor issues.	
<b><u>Current</u></b>			
1	Heidi	(5-21-24 CM Jackson) Staff to review the water study and ask Bowen Collins about commercial operations, high users, and water usage related to fees.	<i>(6/11/2024) Staff will prepare a memo clarifying the original study findings on this item and include it on the July 16<sup>th</sup> CC packet.</i>
2	Ken	(5-21-24 CM Knowlton) Prepare talking points for the 2600 South / 1100 North bridge challenges.	
3	Ken	(5-21-24 CM Knowlton) Staff follow up with UTA on Foxboro bus route.	
4	Sherrie	(5-7-24 CC) Prepare application for Discover Davis Mural Program and review RAP tax for potential City match	<i>(6/12/2024) Applications are due on 7/15/2024-memo provided to City Manager regarding process</i>
5	Ken	(5-7-24 CC) Review next steps for the potential of a Sister City partnership with Mangoase Ghana	
6	Ken/David	(5-7-24 CM Jackson) Possibility for an app that would provide the status of possible rail blockages.	
7	Ken / Mayor Horrocks	(3-19-24 CC) CM and Mayor to meet with Woods Cross to discuss recent rail line report and then have an agenda item to discuss any potential options.	<i>(6/11/24) Ken received feedback from WX CM. Their elected officials are not supportive of any of the options presented. It is unknown if they would be oppositional, but appear at this time to not be very supportive of any options.</i>
8	Heidi/Ken	(3-6-24 Mayor Horrocks) Potential hardship policy for mandatory recycling. Review costs for waste & recycling services.	<i>(5/2/24) <a href="#">Salt Lake City</a> and <a href="#">Spanish Fork City</a> have hardship programs managed by an outside agency (i.e., Salvation Army, Community Action Services Food Bank). Staff will look for a community partner (Davis County?) that could administer a program in NSL.</i>
9	Heidi	(2-20-24) Request for property tax report and sales tax analysis related to the City's industrial park.	<i>(6/11/24) Now that Davis County has set final values for 2024, Staff will work with them to prepare an analysis for presentation at a future City Council meeting.</i>

10	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.	
11	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>(5/2/24). First draft under review and Ken will get specific feedback to Sherrie.</i>
12	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>(5/22/24) Crown Castle has provided feedback on preferred locations. Staff to work on outreach to residents in order to obtain feedback on the possible addition of a cell tower.</i>
13	Karyn	(1-2-24 Mayor Horrocks) Staff to follow-up on potholes along Eagleridge Drive.	<i>(5/2/24) Staff did a field inspection and is getting proposals from three contractors for repair. Work will be done in the next 30-60 days.</i>
14	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>(5-16-24) Program details were not made available in advance and so we will be looking at projects for 2025. Possible projects include message and reader boards related to train crossing delays or other traffic safety improvements.</i>
15	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>
16	Sherrie & PW/Parks Dept.	<i>Combined Action Items:</i> (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>(5/22/2024) Ali is investigating possible grant opportunities for water efficient landscape improvements at City Hall as a demonstration project for the residents similar to Weber Basin and the Jordan River Conservatory Districts.</i>
17	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>
<b>Future Agenda Item Discussion Requests</b>			
1	Ken / Wendy	(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 general ledger accounts for each of the regular events. The new breakdown for review/discussion at the budget retreat scheduled for 3/23/24.</i>

2	Ken / David	(4-2-24 CC) Staff will make future proposal on trees/sidewalk damage policies.	<i>(5-16-24) Funds have been proposed in the FY25 budget of \$100k for the purpose of sidewalk repair. An ordinance relating to trees and public rights-of-way needs to be put forward.</i>
3	Sherrie	(5-21-2024 CM Knowlton) Status of Davis/SL Connector	<i>(5/22/2024) Sherrie has drafted a memo for the Council with an update. Essentially the City has received the preferred station locations from Horrocks Engineering, and informed the City that they are proceeding to begin the survey work for the study and the design work for 30% construction plans.</i>
4	Sherrie	(5-21-2024 CM Knowlton) Completion of the Hwy 89 corridor agreement with UDOT with a goal to complete the agreement by September 1, 2024.	<i>(5/22/2024)-Ali has been tasked with setting up a meeting with UDOT to complete the agreement. Chris Chestnut (UDOT) was working on the agreement and has moved to another position with UDOT. We recently received the preferred station locations from Horrocks and Karyn is drafting the proposed cross sections for the meeting.</i>
5	Sherrie	(5-21-2024 CM Knowlton) update on Utah Trails Network next steps. The Hwy 89 side path trail was not funded for 2024.	<i>(5/22/2024) Staff will provide an update with regard to future funding cycles and how the WFRC's Beehive Bikeways plan may assist in obtaining funding in the next budget year.</i>
6	David / Jon	(3-23-24 CM Knowlton) Tree Planting Program for private landowners – staff to come back in 2 months to make a proposal to the City Council.	
7	Ken / David	(3-23-24 Mayor Horrocks) Emergency preparedness – Hold CC work meeting where staff will present some findings about best practices and give CC some recommendations.	
8	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>(5/24/2024) The community workshop will be held on June 27 at City Hall from 6-8 p.m. The CC and PC are invited and encouraged to attend. Post workshop, the consultant will formulate scenarios and a work session will be scheduled (tentatively September) to review the scenarios prior to releasing to the public.</i>
9	Sherrie	(1-2-24) Work session related to Code changes for the Rip the Strip Program and regulations for street trees.	
10	David/Linda	(12-6-23) Signage for Veterans Memorial Park and Hatch Park (Bamberger marker) back to City Council for review at future meeting.	
11	Sherrie	(10/3/23) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	

12	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 &amp; Wellness Committee and then schedule this in a CC work meeting.</i>
13	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>
14	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>
15	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>
<b>Completed</b>			
1	Tyler	(2-6-24 Mayor Horrocks) Railing at the golf course near the 17 <sup>th</sup> green is rusted.	<i>(6/1/24) All existing railing on the golf course have been repainted other than any sections of galvanized piping.</i>

# **REPORTING ON ACTION ITEMS**

(No Council Action Required)



## 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: June 18, 2024  
Re: Planning Commission Action Update

---

Meeting Date:

---

June 11, 2024      **Consideration of a conditional use permit for Snelgrove Ice Cream at 905 North Main Street, Unit D6, Joel Rowley applicant (Administrative)**

*The Planning Commission approved a conditional use permit for Snelgrove Ice Cream at 905 North Main Street unit D6. The business will manufacture ice cream at this location. Food manufacturing is a conditional use in the MD Zone. The business will have 4 employees at this location. The Planning Commission placed two conditions on the business, the applicant meet the requirements of the sewer district for the installation of a grease trap and that they secure the necessary permits from the department of agriculture.*

---