



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA October 1, 2024

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on October 1, 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. Consideration of Proposed City Events for 2025
2. Consideration of Parks, Trails, Arts, and Recreation Advisory Board Recommendations for Future Projects
3. Overview of Pedestrian Safety at Orchard Elementary School
4. Adjourn

REGULAR SESSION – 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Councilmember Tammy Clayton
3. Citizen Comment
4. Public Hearing and Consideration of Resolution 2024-33R: A Resolution Adopting Amendments to the 2024-2025 Fiscal Year Budgets
5. Consideration of Ordinance 2024-06: An Ordinance Rezoning Property at 2596 North Redwood Road from General Commercial to P-District in Accordance with the Approved Development Agreement for Clifton Place North PUD, Brighton Homes Utah, Applicant
6. Consideration of a Trackman Range Subscription for Eaglewood Golf Course in the Amount of \$39,960 a Year for Seven Years
7. Consideration of Compensation Adjustments for the Eaglewood Golf Course General Manager
8. Consideration of Ordinance 2024-07: An Ordinance Amending Title 10, Chapters 1, 11 and 19 Related to Accessory Caretaker Residences
9. Approval of City Council Minutes of September 17, 2024
10. Action Items

11. Council Reports
12. City Attorney Report
13. Mayor’s Report
14. City Manager Report
15. Adjourn

CLOSED SESSION

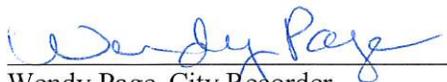
1. Possible closed session for the purpose of discussing the character professional competence, or physical or mental health of an individual; to discuss pending or reasonably imminent litigation; to discuss the purchase, exchange, sale, or lease of real property; or to discuss the deployment of security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

City Council meetings are open to the public. If you need special accommodation to participate in the meeting, please call (801) 335-8709 with at least 24 hours’ notice. This meeting will be 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 **October 1, 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: September 30, 2024



Wendy Page, City Recorder



Summary Guide of City Council Agenda Items for October 1, 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

- a. Discussion of City sponsored events for Calendar Year 2025. The PTAR Board will be prepared to share their recommended events with the Council as well as the Health & Wellness Committee. The PTAR Board has also asked for the chance to make additional recommendations to the Council.
- b. Presentation of student safety information related to Orchard Elementary School (a second presentation has been scheduled for November 6, 2024 that will cover all elementary schools).

Item #4: Public Hearing and Consideration FY25 Budget Amendments – City Council action required.

- a. Amendments propose use of \$1.5 million from both the Capital Project Fund and the General Fund (cash balances) to increase the Hatch Park Phase 1 budget from approximately \$17 million to \$20 million.
- b. Amendment also allocates the balance of construction funds from the Series 2022 Hatch Park Sales Tax Revenue Bonds, plus accrued interest, totaling \$2,918,090 to Hatch Park Phase 1.

Item #5: Ordinance 2024-06 Rezoning Property at 2596 North Redwood Road from General Commercial to P-District – City Council action required.

- a. This action amends a previously approved rezoning ordinance by removing the Clifton Place South property from the agreement.
- b. This action adopts a new ordinance rezoning the approximately 6.12 acres on the northwest corner of 1100 North and Redwood Road known as Clifton Place.
- c. The development agreement for this specific action was previously approved by the City Council on May 21, 2024.

Item #6: Consideration of Trackman Range Subscription for Eaglewood Golf Course in the Amount of \$39,960 a Year for Seven Years – City Council action required.

- a. This item allows for the use of Trackman equipment and software related to the renovation of the driving range at Eaglewood Golf Course that the City Council previously considered.

Item #7: Consideration of Compensation Adjustments for the Golf Course General Manager – City Council action required (motion of approval).

- a. This item clarifies base wage (\$156,355), establishes a Grade and Step (Grade 33, Step 16) for this position, and adjusts the way bonus pay is calculated.
- b. The bonus would be reduced and tied directly to the audited operating income of the Golf Enterprise Fund.

Item #8: Consideration of amendments to the Title 10, Chapters 1, 11 and 19 Related to Accessory Caretaker Residences – City Council action required.

- a. Proposed amendment by a potential development applicant is that Accessory Caretaker Residences (ACR) be allowed in commercial and industrial zones.

- b. There are several ACRs previously approved in the City. The DRC and PC support this proposed amendment with the restrictions proposed.



CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: October 1, 2024

SUBJECT: Work session items related to City events for 2025 and recommendations from the Parks, Trails, Arts and Recreation Board

There are two items on the work session covered in this short memorandum. First, there is a discussion about upcoming events for Calendar Year 2025. This item comes from our Council Action items where we believe our assignment is to place on a Council work session a discussion of City sponsored events for the Council to consider as a part of the upcoming calendar year. The citizen committees have been working on their respective events and the attached calendar has their recommendations as well as many other City activities and events.

Second, the Parks, Trails, Arts and Recreation Board has also requested time in the work session to make recommendations on future projects or initiatives they would like the City to undertake.



2025 IMPORTANT DATES - MINUS EVENTS (TENTATIVE)

EVENT	DATE	LOCATION	WHO'S RESPONSIBLE	NOTES
Christmas Tree Pick Up	Jan. 6-10, 2025	All City	PW (Ace Disposal)	Confirmed with Ace
Spring Rec Soccer League	Mid-April to Mid-May	?	Rec	Saturday mornings
Spring Clean Up	May 16-18, 2025	Public Works Bldg	PW	Drop off at PW building.
Splash Pad On	Sat. May 24, 2025	Legacy Park	PW Parks	Memorial Day Weekend
Summer Recreation Classes Session 1	June 2-20, 2025	?	Rec	Mornings
Summer Recreation Classes Session 2	July 7-25, 2025	?	Rec	Mornings
Splash Pad Last Day	Mon. Sept. 1, 2025	Legacy Park	PW Parks	Labor Day Weekend
Fall Rec Soccer League	Mid-Sept. to Mid-Oct.	?	Rec	Saturday mornings
Get to the River Event	Sat. Sept. 13 or 20, 2025	SLC to Porter's Landing NSL	Staff - (CD/Comms)	w/ Jordan River Comm. & Davis Co
Fall Clean-Up (move to Oct. for 2025)	Oct. 10-12, 2025	Public Works Bldg	PW	Yearly 2nd weekend in Oct.
Senior Lunch Bunch	2nd Wed. 11:00 am	City Hall	Staff	Monthly on the 2nd Wednesday
PUBLIC MEETINGS - City Council	1st & 3rd Tues. 7:00 pm*	City Hall		*Work Session 6pm. Regular Session 7pm
Planning Commission	2nd & 4th Tues. 6:30 pm	City Hall		
Health and Wellness Committee	2nd Mon. 6:30 pm	City Hall		
Parks and Arts Board	4th Tues. 6:00 pm	PW building		



2025 CITY EVENTS FOR REVIEW

EVENT	DATE	LOCATION	WHO'S RESPONSIBLE	NOTES
NSL Reads Essay Contest & Author Night	TBD	City Hall	Parks & Arts	
Easter Egg Dash	Sat. April 19, 2025	Hatch Park	YCC (& some staff)	Sat. before Easter
Trail Clean-up: Purge the Spurge	Sat. April 12, 2025	Wild Rose	Parks and Arts	Must be done April-May
Food Trucks Opening Night	Mon. April 14, 2025	Legacy Park	TFTL	Every Mon. thru 9/29/25
Arbor Day Tree Planting	Sat. April 26, 2025	Legacy park	Staff	Sat. near National Arbor Day (4.25.25)
Kite Festival	Sat. May 10, 2025	Tunnel Springs	Parks & Arts	Sat. in May
Golden Spoke Bike Ride (City not always involved)	TBD	Legacy Park	Parks & Arts/staff	with WFRC & JRC
Vendor Fair Begins	Mon. June 2, 2025	Legacy Park	Staff (Angie)	Mon. w/food trucks
Trail Clean-up: National Trails Day	Sat. June 7, 2025	TBD	Parks and Arts	1st Saturday in June
Unity in Community Pride Event	TBD	Legacy Park	Health & Wellness	Mon. w/food trucks
Unity in Community Juneteenth	TBD	Legacy Park	Health & Wellness	Mon. w/food trucks
Liberty Fun Fair Races/VB	Sat. June 28, 2025	Legacy Park	Staff & NSL Rec	Sat. before the 3rd of July
Eaglewood Auto Fest	Wed. July 2, 2025	Eaglewood GC	Staff	July 2nd when possible
Liberty Fest Celebration	Thurs. July 3, 2025	Eaglewood GC	Staff	July 3rd when possible
Night Out Against Crime & Health Fair	Thurs. Aug. 7, 2025	Legacy Park	NSLPD and H & W	Thurs. close to National Night Out
Trail Clean-up: 9/11 Day of Service	Sat. Sept. 6, 2025	TBD	Staff	Sat. before 9/11
NSL Photo Contest (Aug-Sept?)	TBD	On-line only	Parks & Arts	on-line contest-no event
Family Golf Scramble	TBD	Eaglewood GC	Tyler / Eaglewood	
Oktoberfest at Eaglewood	TBD	Eaglewood GC	Tyler / Eaglewood	
Unity in Community Latino Heritage	TBD	Legacy Park	Health & Wellness	Mon. w/food trucks
Food Trucks & Vendor Fair Last Night	Mon. Sept. 29, 2025	Legacy Park	TFTL and Staff	
Halloween Trot & Treat Spooktacular	Sat. Oct. 25, 2025	Hatch Park	Parks & Arts	Sat. before Halloween
Winter Lights Fest	Mon. Dec. 1, 2025	City Hall	Staff, Parks & Arts	Mon. after Thanksgiving
Breakfast with Santa at Eaglewood	Sat. Dec. 13, 2025	Eaglewood GC	Tyler / Eaglewood	



CITY OF NORTH SALT LAKE

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

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: October 1, 2024

SUBJECT: Work Session: Overview of Pedestrian Safety at Orchard Elementary School

This item was assigned at the last City Council meeting (9-17-24) after receiving public comment related to safety at Orchard Elementary School. I also note that at that meeting there were additional assignments made related to all three City elementary schools including: safe walking routes, crossing guard locations, City and school district roles and several other items. City staff reached out to the Council with some concerns that the complete assignment could not be ready for presentation on October 1, 2024. However, after clarifying with Councilmember Baskin who made the original request, we have determined that we can answer some informational items on this matter at the October 1 meeting as assigned.

On November 6, 2024 we will plan to have a more comprehensive presentation that includes all three elementary schools, their safe walking routes and several other questions.



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: October 1, 2024

SUBJECT: Consideration of Resolution 2024-33R, A Resolution approving and adopting amendments to the fiscal year 2024~2025 General Fund, RAP Tax/Debt Service Fund, Capital Projects Fund, and Parks Development Fund Budgets

RECOMMENDATION

Staff recommends the City Council approve Resolution 2024-33R, authorizing amendments to the fiscal year 2024-2025 budget.

BACKGROUND

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

REVIEW

The proposed budget amendment allocates the balance of construction funds from the Series 2022 Hatch Park Sales Tax Revenue Bonds, plus accrued interest, totaling \$2,918,090. The remaining \$3,000,000 in project costs is proposed to be funded by a one-time transfer of \$1,500,000 from the General Fund and a \$1,500,000 transfer from the Capital Projects Fund. Additional details related to the budget amendment may be found in the tables listed in the budget resolution as well as the attached Exhibit A.

POSSIBLE MOTION

I move the City Council approve Resolution 2024-33R: A Resolution Adopting an Amendment to adjust the Fiscal Year 2024~2025 General Fund, RAP Tax/Debt Service Fund, Capital Projects Fund, and Parks Development Fund Budgets

Attachments

- 1) Resolution 2024-33R
- 2) Resolution 2024-33R, Exhibit A

RESOLUTION NO. 2024-33R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE APPROVING AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2024~2025 GENERAL FUND, RAP TAX/DEBT SERVICE FUND, CAPITAL PROJECTS FUND, AND PARKS DEVELOPMENT FUND BUDGETS.

WHEREAS, the City of North Salt Lake has considered the adoption of an amendment to increase the 2024~2025 budgets for the General Funds, RAP Tax/Debt Service Fund, Capital Projects Fund, and Parks Development 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 October 1, 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:

By Amendment Type:	Increase/(Decrease) in CITY-WIDE Fund Balance
Increase in Capital Expenditure: Hatch Park - Expend remaining construction fund balance	\$2,918,090
Increase in Capital Expenditure: Hatch Park – Recognize additional project contributions from General Fund and Capital Projects Fund	\$3,000,000
Total Fund Balance Increase/(Decrease)	(\$5,918,090)

By Fund:	Increase/(Decrease) in Fund Balance
General Fund	(\$1,500,000)
Rap Tax/Debt Service Fund	(\$2,918,090)
Capital Projects Fund	(\$1,500,000)
Parks Development Fund	--
Total Fund Balance Increase/(Decrease)	(\$5,918,090)

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 1st day of October 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 - October 1, 2024

FUND/D ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	BUDGET ADJUSTMENT	TOTAL BUDGET	REASON
FUND 10 - GENERAL FUND					
10-1900-49141	TRANSFERS TO PARK CAPITAL	-	1,500,000	1,500,000	ONE TIME TRANSFER OF RESERVES TO FUND HATCH PARK EXPANSION
			(1,500,000)	NET INCREASE/(DECREASE) IN FUND BALANCE	
FUND 32 - RAP TAX/DEBT SERVICE					
32-5328-49141	TRANSFERS TO PARK CAPITAL	14,381,910	2,918,090	17,300,000	UTILIZE REMAINING HATCH PARK CONSTRUCTION FUND BALANCE
			(2,918,090)	NET INCREASE/(DECREASE) IN FUND BALANCE	
FUND 40- DEBT SERVICE					
40-3048-49141	TRANSFER TO PARKS	250,500	1,500,000	1,750,500	ONE TIME TRANSFER OF RESERVES TO FUND HATCH PARK EXPANSION
			(1,500,000)	NET INCREASE/(DECREASE) IN FUND BALANCE	
FUND 41 - PARK DEVELOPMENT					
41-5302-37110	TRANSFER FROM GENERAL FUND	-	(1,500,000)	(1,500,000)	ONE TIME TRANSFER OF RESERVES TO FUND HATCH PARK EXPANSION
41-5302-37140	TRANSFERS FROM CAPITAL PROJECT	(250,500)	(1,500,000)	(1,750,500)	ONE TIME TRANSFER OF RESERVES TO FUND HATCH PARK EXPANSION
41-5302-37132	TRANSFER FROM DEBT SERVICE-RAP	(14,381,910)	(2,918,090)	(17,300,000)	UTILIZE REMAINING HATCH PARK CONSTRUCTION FUND BALANCE
41-5356-51619	HATCH PARK	14,081,910	5,918,090	20,000,000	ADDITIONAL HATCH PARK EXPANSION COSTS
			-	NET INCREASE/(DECREASE) IN FUND BALANCE	
TOTAL ALL FUNDS			(5,918,090)	NET INCREASE/(DECREASE) IN FUND BALANCE	



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Pace, Community Development Director
DATE: October 1, 2024
SUBJECT: Consideration of ORD 2024-06 an ordinance approving the rezone for Clifton Place North at 2596 South Redwood Road, (NSL address 1155 North Redwood Road) replacing previously approved ORD 2022-07

RECOMMENDATION

City Staff recommends approval to the City Council the proposed ordinance 2024-06 to rezone the property at 2596 South Redwood Road (NSL address 1155 North Redwood Road) with the following findings:

1. The previously approved ordinance 2022-07 was approved conditioned upon the execution of the signed development agreement for 2596 South Redwood Road (north property) and 1095 North Redwood Road (south property);
2. An amended development agreement for the north property was approved on May 21, 2024 and did not include the south property;
3. The proposed ordinance corrects the previously approved ORD 2022-07 to include only the north property per the approved development agreement.

BACKGROUND

The project known as Clifton Place is located at the western corners of the 1100 North and Redwood Road intersection. The northwest corner (known as Clifton Place North) is addressed 2596 South Redwood Road (new assigned address 1155 North Redwood Road) and is 6.12 acres. The southwest corner (known as Clifton Place South) is addressed 1095 North Redwood Road and is approximately 7.185 acres. The general development plan for Clifton Place was approved by the City Council on July 19, 2022. On October 4, 2022, the City Council approved the P-District rezone (ORD2022-07), Development Agreement (2022-26A), and preliminary plan. Due to market conditions and the acquisition of the land, the Development Agreement was never executed, and the property is zoned General Commercial (CG).

Brighton Development requested an amendment to the general development plan and Development Agreement which was approved by the City Council on May 21, 2024. Ordinances for P-District Rezones are effective upon final execution of the approved development agreement. As the development agreement was amended on May 21, 2024 to only include the north property, the approved Ord 2022-07 cannot be finally executed as approved and must be amended to remove the southern property from the ordinance.

The proposed ordinance will replace the previously approved, but not executed ordinance, and contain only the north property of 2596 South Redwood Road. At such time that the Developer closes on the

southern property, an amendment to the development agreement and new ordinance for that property will be presented to the City Council for consideration.

POSSIBLE MOTION

I move that the City Council approve Ordinance 2024-06 an ordinance approving the rezone for Clifton Place North at 2596 South Redwood Road, (NSL address 1155 North Redwood Road) replacing previously approved ORD 2022-07 with the following findings:

1. The previously approved ordinance 2022-07 was approved conditioned upon the execution of the signed development agreement for 2596 South Redwood Road (north property) and 1095 North Redwood Road (south property);
2. An amended development agreement for the north property was approved on May 21, 2024 and did not include the south property;
3. The proposed ordinance corrects the previously approved ORD 2022-07 to include only the north property per the approved development agreement.

Attachments

- 1) ORD 2022-07 (approved but Development Agreement 2022-25A not ever executed)
- 2) ORD 2024-06

ORDINANCE NO. 2022-07

AN ORDINANCE AMENDING THE CITY OF NORTH SALT LAKE ZONING MAP BY CHANGING THE ZONING OF PROPERTY LOCATED GENERALLY AT 2596 SOUTH & 1095 NORTH REDWOOD ROAD WITHIN THE CITY OF NORTH SALT LAKE, STATE OF UTAH, FROM CG, GENERAL COMMERCIAL TO P, PLANNED DISTRICT BY DEVELOPMENT AGREEMENT.

WHEREAS, the City of North Salt Lake has received an application from Brighton Homes Utah LLC. to amend the zoning for properties located generally at 2596 South Redwood Road and 1095 North Redwood Road from CG, General Commercial to P, Planned District; and

WHEREAS, the proposed zoning change set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law and the City of North Salt Lake's ordinances to obtain public input regarding the proposed revisions to the Zoning Map.

WHEREAS, the Planning Commission has made a recommendation to the City Council concerning the proposed zoning change as required by City Code and Utah Code; and

WHEREAS, the City Council has reviewed this application and finds that it is consistent with the comprehensive general plan, goals and policies of the City and that changed conditions make the proposed amendment reasonably necessary to carry out the purposes stated in Title 10, Land Use Ordinance; and

WHEREAS, the City Council has reviewed the Development Agreement for Clifton Place and finds that the standards and regulations provided therein are in accordance with City Code, Title 10, Land Use Ordinance required for a Planned District.

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

Section 1. Zoning Map Amendment. The City of North Salt Lake Zoning Map is hereby amended to change the zoning of approximately 13.336 acres of property located generally at 2596 South Redwood Road and 1095 North Redwood Road within the city limits of the City of North Salt Lake, and more particularly described as Davis County parcel numbers : 06-082-0120, 06-082-0059, 06-082-0154, 06-082-0155, 06-082-0162, 06-082-0236, 06-082-0116 from CG, General Commercial to P, Planned District.

Section 2. Development Agreement. The City of North Salt Lake hereby approves and authorizes the Mayor to enter into Agreement 2022-25A, a Development Agreement for Clifton Place pertaining to the development and regulations for said Clifton Place P District.

Section 3. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting and execution of Agreement 2022-25A.

PASSED AND ADOPTED by the City Council of the City of North Salt Lake, Utah, this 4th day of October, 2022.



CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

WENDY PAGE

City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin

aye

Council Member Gordon

aye

Council Member Knowlton

aye

Council Member Porter

aye

Council Member Van Langeveld

aye

Certificate of Posting Ordinance:

I, the duly appointed recorder for the City of North Salt Lake, hereby certify that the foregoing Ordinance No. 2022-07 was passed by the governing body on the date shown above, and that copies were posted as required by Utah Code 10-3-713 within the municipality.

Recorded this 5th day of October, 2022.

Wendy Page, City Recorder



[Seal]

Property Description:

All property included in Davis County Parcel Identification numbers: 06-082-0120, 06-082-0059, 06-082-0154, 06-082-0155, 06-082-0162, 06-082-0236, 06-082-0116 and containing approximately 13.336 acres.

Legal Description:

NORTH PARCEL BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, SAID POINT BEING N88°32'08"E 1978.14 FEET AND S01°27'52"E 355.86 FEET FROM THE CENTER OF SAID SECTION 34 (SAID CENTER BEING S88°32'08"W 2589.10 FEET FROM THE WITNESS CORNER TO THE EAST QUARTER CORNER OF SAID 34); THENCE S89°48'29"E 599.17 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE S00°36'55"E ALONG SAID WESTERLY LINE, 435.89 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 1100 NORTH STREET; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) S89°49'56"W 477.77 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 216.00 FEET, AN ARC LENGTH OF 43.00 FEET, A DELTA ANGLE OF 11°24'22", A CHORD BEARING OF S84°07'45"W, AND A CHORD LENGTH OF 42.93 FEET; (3) S77°36'15"W 72.74 FEET; (4) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 22.94 FEET, AN ARC LENGTH OF 7.38 FEET, A DELTA ANGLE OF 18°25'22", A CHORD BEARING OF S83°48'20"W, AND A CHORD LENGTH OF 7.35 FEET; THENCE N00°37'35"W 460.10 FEET TO THE POINT OF BEGINNING. CONTAINING 263,312 SQUARE FEET OR 6.045 ACRES MORE OR LESS.

SOUTH PARCEL BOUNDARY DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 1100 NORTH STREET, SAID POINT BEING N88°32'08"E 2068.43 FEET AND S01°27'52"E 897.60 FEET FROM THE CENTER OF SAID SECTION 34 (SAID CENTER BEING S88°32'08"W 2589.10 FEET FROM THE WITNESS CORNER TO THE EAST QUARTER CORNER OF SAID 34); THENCE N89°50'08"E ALONG SAID SOUTHERLY LINE, 195.04 FEET; THENCE S01°01'45"E 41.64 FEET; THENCE N89°44'54"E 81.21 FEET; THENCE N01°19'08"W 41.53 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 1100 NORTH STREET; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING SIX (6) COURSES: (1) N89°49'56"E 18.06 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 360.62 FEET, AN ARC LENGTH OF 66.80 FEET, A DELTA ANGLE OF 10°36'48", A CHORD BEARING OF S84°51'40"E, AND A CHORD LENGTH OF 66.70 FEET; (3) S81°06'30"E 70.17 FEET; (4) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 450.00 FEET, AN ARC LENGTH OF 48.68 FEET, A DELTA ANGLE OF 06°11'53", A CHORD BEARING OF S84°12'27"E, AND A CHORD LENGTH OF 48.66 FEET; (5) SOUTH 4.52 FEET; (6) EAST 22.61 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE S00°26'28"E ALONG SAID WESTERLY LINE, 595.69 FEET; THENCE S89°51'26"W 519.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF CUTLER DRIVE; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING TWO (2) COURSES: (1) N00°36'34"W 602.16 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.01 FEET, AN ARC LENGTH OF 31.58 FEET, A DELTA ANGLE OF 90°24'48", A CHORD BEARING OF N44°35'50"E, AND A CHORD LENGTH OF 28.40 FEET TO THE SOUTHERLY LINE OF 1100 NORTH STREET AND TO THE POINT OF BEGINNING. CONTAINING 317,617 SQUARE FEET OR 7.291 ACRES MORE OR LESS.

ORDINANCE NO. 2024-06

AN ORDINANCE AMENDING THE CITY OF NORTH SALT LAKE ZONING MAP BY CHANGING THE ZONING OF PROPERTY LOCATED GENERALLY AT 2596 SOUTH REDWOOD ROAD WITHIN THE CITY OF NORTH SALT LAKE, STATE OF UTAH, FROM CG, GENERAL COMMERCIAL TO P, PLANNED DISTRICT BY DEVELOPMENT AGREEMENT.

WHEREAS, the City of North Salt Lake has received an application from Brighton Homes Utah LLC. to amend the zoning for properties located generally at 2596 South Redwood Road from CG, General Commercial to P, Planned District; and

WHEREAS, the proposed zoning change set forth herein has been reviewed by the Planning Commission and the City Council, and all appropriate public hearings have been held in accordance with Utah law and the City of North Salt Lake's ordinances to obtain public input regarding the proposed revisions to the Zoning Map.

WHEREAS, the Planning Commission has made a recommendation to the City Council concerning the proposed zoning change as required by City Code and Utah Code; and

WHEREAS, the City Council has reviewed this application and finds that it is consistent with the comprehensive general plan, goals and policies of the City and that changed conditions make the proposed amendment reasonably necessary to carry out the purposes stated in Title 10, Land Use Ordinance; and

WHEREAS, the City Council has reviewed the Development Agreement for Clifton Place and finds that the standards and regulations provided therein are in accordance with City Code, Title 10, Land Use Ordinance required for a Planned District; and

WHEREAS, on October 4, 2022, the City Council approved ORD 2022-07 approving the rezone on this property and the property known as Clifton South, subject to execution of the approved development agreement; and

WHEREAS, on May 21, 2024 the City Council approved an amendment to the General Development Plan and Development Agreement to include only this property; and

WHEREAS, a new ordinance is required to enact the zoning change for the Clifton North PUD, P-District to take affect.

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

Section 1. Zoning Map Amendment. The City of North Salt Lake Zoning Map is

hereby amended to change the zoning of approximately 6.045 acres of property located generally at 2596 South Redwood Road within the city limits of the City of North Salt Lake, and more particularly described as Davis County parcel numbers: 06-082-0283 and 06-082-0284 from CG, General Commercial to P, Planned District.

Section 2. Development Agreement. The City of North Salt Lake hereby includes the provisions provided in the approved Agreement 2024-011A, a Development Agreement for Clifton Place North PUD pertaining to the development and regulations for said Clifton Place North PUD P District.

Section 3. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. Effective Date. This Ordinance shall become effective upon publication or posting and execution of Agreement 2024-11A.

PASSED AND ADOPTED by the City Council of the City of North Salt Lake, Utah, this 1th day of October, 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 _____

Certificate of Posting Ordinance:

I, the duly appointed recorder for the City of North Salt Lake, hereby certify that the foregoing Ordinance No. 2024-06 was passed by the governing body on the date shown above, and that copies were posted as required by Utah Code 10-3-713 within the municipality.

Recorded this _____ day of _____, 2024.

Wendy Page, City Recorder

[Seal]

Property Description:

All property included in Davis County Parcel Identification numbers: 06-082-0283 and 06-082-0284 and containing approximately 6.045 acres.

Legal Description:

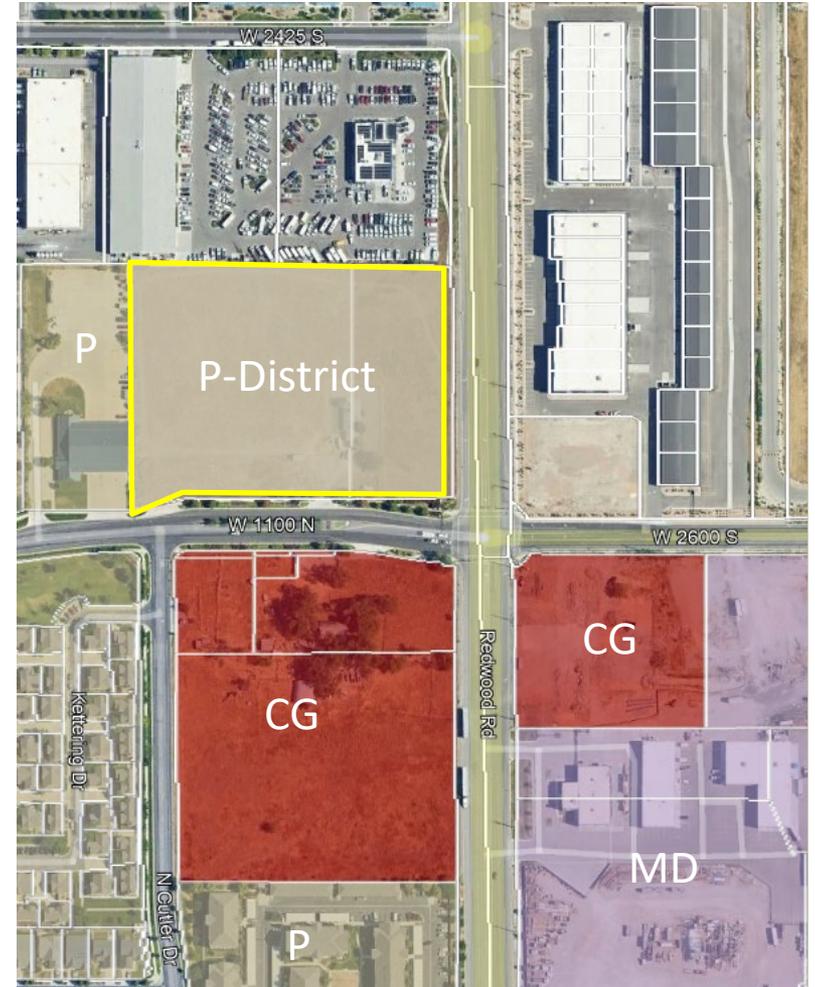
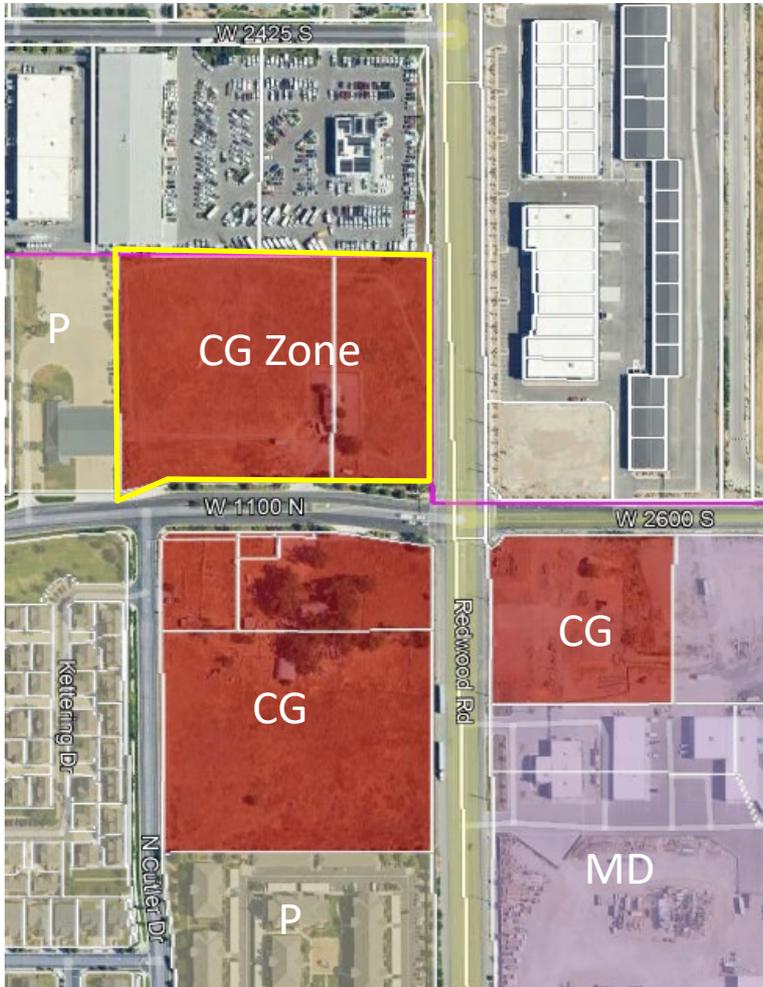
PART OF THE SE 1/4 OF SEC 34-T2N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE N'LY R/W LINE OF 1100 NORTH STR, SD PT BEING 774.05 FT S 00°43'42" E & 2388.31 FT N 89°16'18" E FR THE CENTER OF SD SEC 34 (CENTER BEING N 00°43'42" W 2726.29 FT FR THE S 1/4 COR OF SD SEC 34); TH ALG SD N'LY R/W LINE OF 1100 NORTH STR THE FOLLOWING FOUR (4) COURSES: (1) S 89°49'56" W 285.29 FT; (2) ALG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 216.00 FT, AN ARC LENGTH OF 43.00 FT, A DELTA ANGLE OF 11°24'22", A CHORD BEARING OF S 84°07'45" W, & A CHORD LENGTH OF 42.93 FT; (3) S 77°36'15" W 72.74 FT; & (4) ALG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 34.00 FT, AN ARC LENGTH OF 7.36 FT, A DELTA ANGLE OF 12°24'10", A CHORD BEARING OF S 83°48'20" W, & A CHORD LENGTH OF 7.35 FT TO THE E'LY LINE OF LOT 102 OF FOXBORO NORTH PLAT 1; TH N 00°37'35" W 460.10 FT ALG SD E'LY LINE TO THE S'LY LINE OF LOT 1 OF CANNONWOOD INDUSTRIAL PARK PLAT H; TH S 89°48'29" E 414.92 FT ALG SD S'LY LINE & THE S'LY LINE OF LOT 1 OF CANNONWOOD INDUSTRIAL PARK PLAT G; TH DUE S 342.20 FT; TH S 89°44'12" W 3.56 FT; TH DUE S 94.83 FT TO THE POB. (NAD83 BEARING OF N 00°26'35" W BETWEEN THE CENTER & THE S 1/4 COR OF SEC 34-T2N-R1W) CONT. 4.168 ACRES

AND

PART OF THE SE 1/4 OF SEC 34-T2N-R1W, SLB&M, DESC AS FOLLOWS: BEG AT A PT ON THE N'LY R/W LINE OF 1100 NORTH STR, SD PT BEING 774.05 FT S 00°43'42" E & 2388.31 FT N 89°16'18" E FR THE CENTER OF SD SEC 34 (CENTER BEING N 00°43'42" W 2726.29 FT FR THE S 1/4 COR OF SD SEC 34); TH N 00°00'03" W 94.83 FT; TH N 89°44'12" E 3.56 FT; TH DUE N 342.20 FT TO THE S LINE OF LOT 1 OF CANNONWOOD INDUSTRIAL PARK PLAT G; TH S 89°48'29" E 184.25 FT ALG SD S LINE TO THE W'LY R/W LINE OF REDWOOD ROAD; TH S 00°36'55" E 435.89 FT ALG SD W'LY R/W LINE TO THE N'LY R/W LINE OF 1100 NORTH STR; TH S 89°49'56" W 192.48 FT ALG SD N'LY R/W LINE TO THE POB. (NAD83 BEARING OF N 00°26'35" W BETWEEN THE CENTER & THE S 1/4 COR OF SEC 34-T2N-R1W). CONT. 1.877 ACRES



Clifton Place North Zoning Amendment





CITY OF NORTH SALT LAKE

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

Brian Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tyler Abegglen, Eaglewood General Manager

DATE: October 1, 2024

SUBJECT: Eaglewood Golf Course – Trackman Range Subscription

RECOMMENDATION

Staff recommends the approval of the 7-year lease of the Trackman Range system that will be a part of the new Driving Range Structure Project in the amount of \$39,960 a year for 7 years.

BACKGROUND

The Trackman Range system is the technology and entertainment system, much like Top Golf. This system will deliver data, games, courses, tournaments and many opportunities for Eaglewood. This technology is integral part of the driving range improvements and will further set a part the Eaglewood facility from other municipal golf courses.

Included in the lease will be the repair, warranty and updating from Trackman as part of this cost. It is expected that driving range revenue will increase with the addition of the structure, lighting and Trackman. The desire is for the increase in revenue to cover the ongoing lease cost of this technology.

This cost for Fiscal Year 2024-2025 was part of the budget amendment approved on September 17, 2024 by the City Council.

PROPOSED MOTION

I move that the City Council approve and authorize execution of the agreement with Trackman Inc. for the Trackman Driving Range Solution at Eaglewood Golf Course, including the annual payment of not less than \$39,960.

TERM SHEET

TERM SHEET OVERVIEW, 9/20/2024
TRACKMAN A/S, 2950 VEDBÆK, DENMARK

TRACKMAN

YOUR NEW RANGE EXPERIENCE BEGINS HERE!

In this term sheet you will find an overview of the key items that are included in your contract.

Completion date/Shipment date: Agreed upon date Spring 2025

Takeover date/Approximate Delivery date: Spring 2025

Trackman Range items:

	Type	Quantity	Price	Comment
Radars				
	Standard/PTU	3	Included	
Trackman Range Bays				
	Covered	18	Included	
	Uncovered	22	Included	
	Grass tee area	100m wide x 220 m deep	Included	Approx. measurements
Hardware				
Screens	21"	18	Included	*Tax not included
Screen Theft Protection	21" Original TP (Hinge)	18	Included	
Sun Visors	21" Sun Visors	18	Included	
Device Stands	[Spear foot], [English], [Black]	22	Included	(1) TM4 Software & Hardware included during the term of this agreement
Software				
Range Rendering		Included		
Software & Service License		Included		

Trackman Range Project Price:

	Price	Comment
Price		
Project Price	279,720 USD*	*Tax not included
Sign-On Payment	3,330 USD*	*Tax not included
Contract Duration	7 years	
Software License Year 8 onwards	20,000 USD*	Per Annum, 4% increase YOY

Company Information

Company name: **Eaglewood Golf Course**
Range owner/GM details: **City of North Salt Lake 1+(801) 299-0088**
Invoicing email: **tylera@nslcity.org**
Delivery Address: **1110 E. Eaglewood Dr.**
North Salt Lake, UT 84054

Initials

City of North Salt Lake
1110 E Eaglewood Dr.
North Salt Lake, UT 84054

TRACKMAN DRIVING RANGE SOLUTION

Dear Eaglewood Golf Course,

This letter agreement, including all appendices hereto, (the "Agreement") will serve to define the general terms and conditions applicable to the relationship between **Trackman Inc.** ("Trackman") and **Eaglewood Golf Course** ("you" or the "Customer") (individually a "Party" and collectively the "Parties", "we" or "us"), whereby Trackman agrees to

install on your driving range facility located **1110 E Eaglewood Dr., North Salt Lake, UT 84054** (the "Facility") the Trackman driving range solution described in item 1 of the Design and Installation Plan (the "Trackman Driving Range Solution");
grant the Software License (see section 6); and
provide ongoing Support (see section 7),
against your

(a) fulfilment of all Customer's Obligations (see section 3); and
payment of the Contract Sum and the License and Support Fee (see section 8).

The following appendices are enclosed hereto and form an integral part of our Agreement:

- Appendix A: Design and Installation Plan
- Appendix B: General Terms and Conditions
- Appendix C: License Terms
- Appendix D: Support
- Appendix E: Screens

1. Design and Installation Plan. Trackman and the Customer have agreed (a) on the Design and Installation Plan, and (b) to use commercially reasonable efforts to complete the Trackman Driving Range Solution in accordance with the Design and Installation Plan in a good and professional manner.

2. Trackman's Obligations. Subject to the due and proper fulfilment of the Customer's Obligations (see section 3), Trackman shall:

- (a) execute and complete the Trackman Driving Range Solution at the Facility in a proper workmanlike manner and in accordance the Design and Installation Plan;
- (b) provide the deliverables specified in item 3 of the Design and Installation Plan (the "Trackman Deliverables") for the execution and completion of the Trackman Driving Range Solution; and
- (c) before the Takeover Date (as defined below) carry out on-site training of the Customer's personnel in the operation of the Trackman Driving Range Solution as set out in item 5 of the Design and Installation Plan.

3. Customer's Obligations. The Customer shall (the "Customer's Obligations"):

- (a) duly and timely execute and satisfy all of the Preconditions set out in item 2 of the Design and Installation Plan in a proper workmanlike and careful manner and in accordance with the specifications set out therein;
- (b) give Trackman all necessary right of access to the Facility with effect from the date of this Agreement upon reasonable advance notice;
- (c) duly and timely deliver, install or make available (as applicable) the Customer Deliverables in order to enable Trackman to execute and complete the Trackman Driving Range Solution in accordance with the Design and Installation Plan;
- (d) make the Customer's Personnel identified in item 4.3 of the Design and Installation Plan available at the Facility to assist in the execution of the Trackman Driving Range Solution;
- (e) make the Equipment set out in item 4.2 of the Design and Installation Plan available for the use by Trackman in the execution of the Trackman Driving Range Solution;
- (f) obtain and satisfy all building permits, licenses, approvals, and similar required by law or regulation applicable to the execution of the Trackman Driving Solution at the Facility; and
- (g) ensure that the Customer's personnel fully co-operate with Trackman in the execution and completion of the Trackman Driving Range Solution.

4. Customer's Responsibilities. The Customer shall be solely responsible for (the "Customer's Responsibilities"):

- (a) any error, inaccuracy or omission of any kind in the delivery, execution and fulfilment of the Preconditions and any other of the Customer's Obligations;
- (b) all Facility specific conditions and circumstances, including any sub-surface ground conditions and other hidden or not immediately visible or accessible conditions or circumstances at premises of the Facility, which are not expressly disclosed and designated as being the responsibility of Trackman in the Design and Layout Plan;
- (c) the correctness of all data and information provided by the Customer;
- (d) the integration of the Trackman Driving Range Solution with any IT-systems other than integration with the Trackman Range Software and the Trackman Range Apps as part of the Trackman Driving Range Solution, e.g. any booking system and point-of-sale system.

5. Commencement, Completion and Takeover. Trackman shall commence the installation of the Trackman Driving Range Solution when all of the Preconditions have been satisfied and documented by the Customer. If any of the Preconditions have not been fully satisfied and documented within 40 business days from the date of Trackman's delivery of the Schematic Wire Diagram, then Trackman shall, in its sole discretion, be entitled to either terminate this Agreement with immediate effect or postpone the Completion Date and the Takeover Date. Such termination shall not affect Trackman's right to the Sign-On Fee (see section 8).

Subject to the Customer's due and timely performance of all of its obligations under this Agreement, Trackman shall no later than on **Agreed Upon Date in Spring 2025** ("Completion Date") complete all work which is stated in the Design and Installation Plan except for final testing, which is carried out between the Completion Date and **one month after competition date of installation** ("Takeover Date"). The Trackman Driving Range Solution shall be deemed completed and be taken over (the "Takeover") by the Customer upon Trackman's written notification to the Customer that the Trackman Driving Range Solution has been completed.

6. Software License. Trackman shall install the Trackman Site Server Platform (as defined in the License Terms) on the front/back-end tracking and algorithm server (the "Trackman Site Server") set out in item 3 of the Design and Installation Plan.

TRACKMAN

With effect from the Takeover Date, Trackman grants to the Customer a non-exclusive license (the "Software License") to use the Trackman Range Software (as defined in the License Terms) in the Trackman Driving Range Solution at the Facility in accordance with the License Terms.

7. Support. For the duration of this Agreement, Trackman shall provide the Customer with ongoing support (the "Support") of the Trackman Driving Range Solution on the Driving Range as set out in Appendix D. All Support is provided directly to the Customer only. Trackman shall not be required to provide any support directly to any of the Customer's customers.

8. Terms of Payment. The Customer shall pay to Trackman payments according to the following schedule, excluding taxes, for the Trackman Driving Range Solution (including Software License and Support) and the TrackMan Deliverables.

In consideration of the Trackman Driving Range Solution and the Trackman Deliverables, the Customer shall pay to Trackman a total contract sum (the "Contract Sum") of **279,720 USD*** in total, payable in monthly payments as follows:

- **3,330 USD*** (the "Sign-on" fee), payable within 14 days of execution of this agreement;
- **Eighty-three (83) consecutive monthly payments of 3,330 USD***, due on or before the 1st of every month, following "Takeover Date".

The Contract Sum covers a drone flyover of the driving range.

In consideration of the Software License and Support, the Customer shall in addition to the Contract Sum during the term of the Agreement, pay to TrackMan an annual license and support fee (the "License and Support Fee") of **36,399.96 USD***, payable in monthly instalments of **3,033.33 USD*** falling due for payment not later than 14 days after each anniversary of the Annual Payment Date.

The License and Support Fee for years 1-7 is included in the Contract Sum. From year eight and onwards, the License and Support Fee will be increased with **4%** per year to cover general price increases.

*Taxes are not included and are the responsibility of the customer.

8.a Reference Site. As part of this agreement, **Eaglewood Golf Course** becomes a Trackman Reference Site, which allows Trackman to:

- mention the Customer as a key reference site through PR, web and print case stories, videos, and other marketing related materials;
- bring potential customers to the Facility in order to showcase the full Trackman product portfolio (Trackman Range, Trackman 4 and Trackman Simulator);
- arrange with time notice that the Customer makes available key staff to explain their use of Trackman's products;
- arrange with time notice that Trackman holds smaller customer events or educational series at the Facility.]

9. Term and Termination. This Agreement is binding for a term of 84 months from the Takeover Date and shall be automatically renewed for additional 12 months (each a term) at the end of each term unless terminated in accordance with this section 9. This Agreement may be terminated without cause:

- (a) by Trackman at a prior written notice of at least 6 months to take effect at the end of a term, provided that notice of termination cannot be given with effect as of a date prior to the third anniversary of the Takeover Date
- (b) by the Customer at a prior written notice of at least 3 months to take effect at the end of a term.

Either Party shall at any time be entitled to terminate the Agreement for cause as set out in the General Terms and Conditions.

10. Consequences of Termination. All rights and obligations of the Parties shall cease to have effect immediately upon termination of the Agreement except that termination shall not affect:

- (a) the accrued rights and obligations of the Parties at the date of termination; and the continued existence and validity of the rights and obligations of the Parties under those clauses which are expressed to survive termination

Upon termination of this Agreement (no matter the cause):

- (a) the Software License shall immediately terminate and the Customer's right to use any of the Trackman Range Software shall immediately lapse;
- the Customer shall immediately cease all marketing activities relating to the Trackman Driving Range Solution; and each of the Parties shall remove all references to the Trackman Driving Range Solution at the Facility from their marketing material, web sites and the like.

11. Governing Law and Venue. This Agreement shall be governed by and constructed in accordance with the laws of Denmark, excluding its provisions concerning private international law. The District Court in Copenhagen (*dk: Københavns Byret*) shall have exclusive jurisdiction with respect to any dispute arising out of or in connection with this Agreement. Notwithstanding the above, Trackman shall have the right to commence enforcement procedures concurrently with or in addition to proceedings in Denmark or without commencing proceedings in Denmark.

TRACKMAN

If you are in agreement with all of the above terms, please sign where indicated below and return a full-executed copy to me for our records.

Sincerely,
Trackman Inc.

Matt Frelich
VP of Sales – North Americas

Agreed and accepted on behalf of Eaglewood Golf Course:

Date: _____

Brian Horrocks
Mayor

Or

Ken Leetham
City Manager

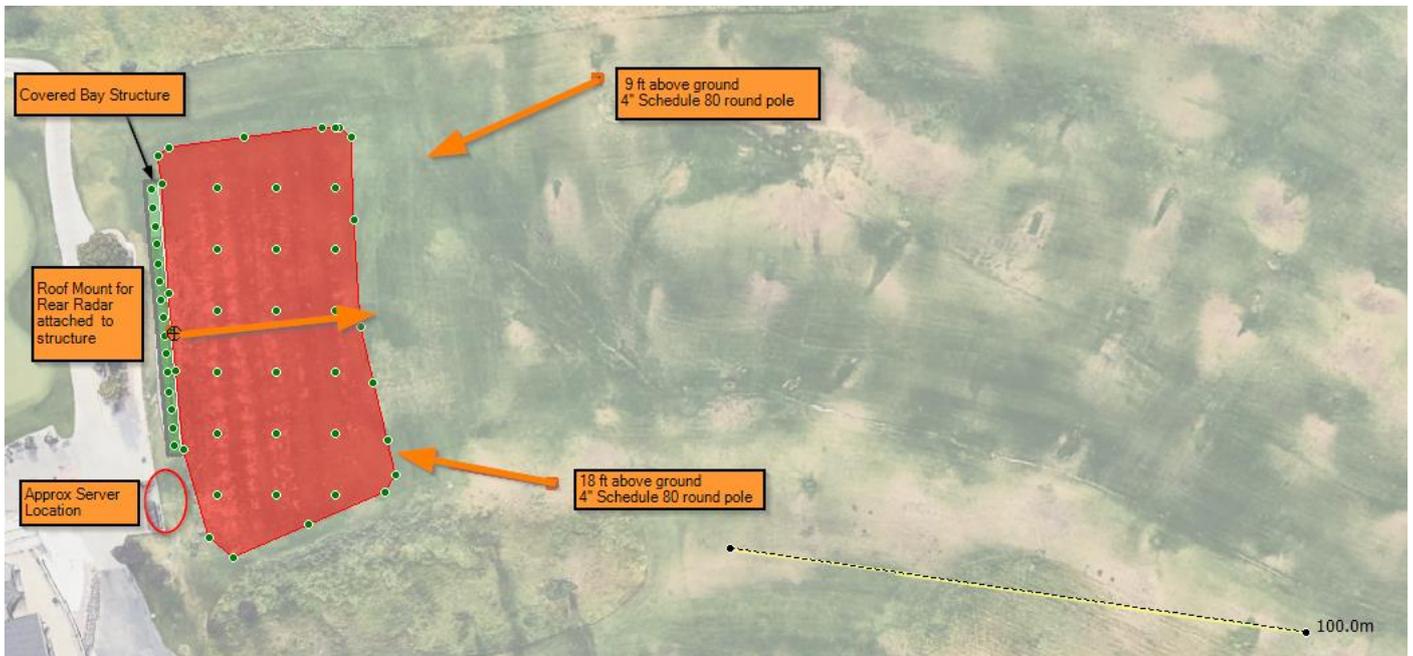
APPENDIX A - DESIGN AND INSTALLATION PLAN

TRACKMAN DRIVING RANGE SOLUTION

1. The Trackman Driving Range Solution

1.1 Overall description. Trackman shall install a 3-Radar Solution, including two (2) field radars and one (1) rear radar.

1.2 Layout



NB: Orange dots indicate planned radar positions, while green areas show radar coverage

1.3 Wire Diagram. Trackman shall prepare a schematic wire diagram (the "Schematic Wire Diagram") depicting the hardware components and their connections required for the Trackman Driving Range Solution. The Schematic Wire Diagram shall form an integral part of this Design and Installation Plan upon Trackman's delivery of final version hereof to the Customer.

1.4 Site Specific Conditions and Circumstances, etc. Prior to the Parties' conclusion of the Agreement, the Customer has made Trackman aware of the following conditions and circumstances which may impact or influence the execution and/or completion of the Trackman Driving Range Solution:

1.5 Time Schedule. The Parties shall as soon as possible agree to a time schedule (the "Time Schedule") outlining the timing of key actions and deliveries by each of the Parties required for the purpose of allowing Trackman the time, taking Trackman's logistic and planning aspects into due consideration, to complete the Trackman Driving Range Solution no later than on the Completion Date and ensure that Takeover can take place on the Takeover Date. The Time Schedule shall form an integral part of this Design and Installation Plan.

In the event that the Parties cannot agree on a time schedule allowing Trackman the time to complete the Trackman Driving Range Solution on the Completion Date, then the Completion Date shall be extended as required to allow Trackman sufficient time to complete the Trackman Driving Range Solution. If Trackman is otherwise unable to complete the Trackman Driving Range Solution on the Completion Date due to circumstances primarily attributable to the Customer and the Customer fails to remedy such circumstances within 14 days after receipt of notice thereof from Trackman, Trackman may in its sole discretion either extend the Completion Date with a number of days sufficient to allow Trackman to complete the Trackman Driving Range Solution or terminate the Agreement with immediate effect.

2. Preconditions. It is a precondition for Trackman's obligation to commence execution of the Trackman Driving Range Solution that the customer has duly installed the customer's deliverables at the facility in accordance with the schematic wire diagram and the layout set out in item 0 above, and the table below sets out any additional preconditions for Trackman's obligation (collectively the "preconditions").

Additional Preconditions

The Preconditions aim to take into account the site specific conditions and circumstances identified by the Customer and disclosed to Trackman (see section 0). All Preconditions to be fulfilled and satisfied by the Customer in accordance with such further specifications and instructions as are set out elsewhere in this Design and Installation Plan, including the Schematic Wire Diagram.

3. Trackman Deliverables. Trackman shall provide all deliverables listed in below table (collectively the "Trackman Deliverables").

Trackman Deliverables
Three (3) Trackman Range Radars
Radar mounting brackets
Fiber patch cable between the fiber termination box and radar(s)
GPS-RTK Rover for Calibration
Network equipment (Servers, dream machine, unifi switch(s), fiber to ethernet switch)
UPS (Uninterrupted Power Supply)
WiFi Access Points to support full WiFi coverage at all Trackman enabled hitting areas (fixed bays and/or grass tees)
Training of key staff as part of the installation procedure
Based on input from the Customer (see section 4.1), create a 3D model of the driving range to be used in the app Trackman is hired to carry-out a drone flyover of the driving range

The deliverables by Trackman specified in the above table are exhaustive. All other deliverables necessary for the execution and completion of the Trackman Driving Range Solution shall be delivered by, and be the responsibility of, the Customer. All hardware, software (other than the Trackman Range Software) and services (other than the Support) not explicitly listed or otherwise expressly identified in the Agreement are not part of the scope of the Agreement. Elements outside the scope of the Agreement include, but are not limited to:

- (a) Display devices such as iPads, or Android tablets

Marketing material print outs

Integration to other IT systems (e.g. booking and Point-of-Sale systems)

External displays, TV, screens, etc.

4. Customer Deliverables

4.1 Customer Deliverables. The Customer shall provide and install (incl. digging and other related manual work) all deliverables listed in below table (collectively the "Customer Deliverables").

Customer's Deliverables
Poles dimensions: Outer diameter: 4" SCH40 (114.3mm), wall thickness 0.237" (6mm). Height: to be determined.
Base for poles: 36" (900mm) sonotube or similar mould for the concrete casting The shape can be square or round

TRACKMAN

Fused AC outlet (1 at each of the Radar location)
Single Mode – LC terminated Fiber (2 Fiber pairs, 4 strands total, for each radar, drawn back to fiber patch panel in the server room)
Fiber termination box installed at radar pole locations
Procurement and installation of ground conduits for supply of electricity and fiber to radar(s) location
Procurement and installation of cable trays/containment for routing of power and Ethernet Cat6 cables for the installation
Climate controlled server room with ambient temperatures ranging from of 10-°C to 30°C
Server rack with the following min. specifications: 4 post, 12U Rack with 19" (600 mm) width rails and min. 36" (900 mm) depth.
IT structure - Internet switch, fiber patch panel, power distribution unit installed in the dedicated rack
Installation of Ethernet Cat6 cables from designated rack to points on the range, where WiFi Access Points are expected to be mounted. One Ethernet cable per Access Point
Wired internet access (Dynamic IP, no firewall or restrictions) for the servers Min. 100 Mbps (up and down)
Detailed schematics of the driving range 'as built' (not 'as designed'). An exact CAD drawing or a drone flyover will provide the detailed lidar terrain data and 'ortho corrected' range plan imagery needed for Trackman to make the 3D range model

To the extent Trackman is hired to carry-out a drone flyover of the driving range, the Customer is required to conduct a simple photo survey. No specialized equipment is required and the imagery can be gathered using a modern mobile phone camera or small compact. Instructions on gathering the required ground level photographic images are found below:

- Photos taken from each end of the range (straight ahead, 45 degrees left and right)
- Photos taken at +/- 50 yard intervals along the hitting areas as above
- Photos of the general vegetation along the side and end of the range
- Photos of any notable manmade objects on the range such as yardage markers or netting etc.

4.2 Customer Personnel and Equipment. The Customer shall make available on-call at the Facility the following labour and competent personnel (including third party labour and personnel) (the "Customer's Personnel") and Equipment (the "Equipment") to the extent necessary for the due and timely execution of the Trackman Driving Range Solution:

Customer's Personnel
Facility manager (must be able to answer questions related to infrastructure and/or building construction matters)
IT responsible (help with server placement, IT security, Internet access, etc.)

Equipment
Vehicle to transport radars and heavy-duty equipment from facility to installation point in the field
Lift, scaffolding and/or ladder (depending on site) needed to mount radars
Work light/lamps for the purpose of late hour work

4.3 Internet. Facility provides internet access (Dynamic IP, no firewall or restrictions). Minimum 100 Mbps (up and down).

4.4 Server Room. Facility provides Server Room which must be in a Climate controlled environment.

5. Training of Customer. Trackman shall in connection with takeover provide training of the Customer's technical staff for the purpose of enabling them to use the basic functionalities of the Trackman Driving Range Solution, including basic calibration and set-up of the Trackman range radars.

APPENDIX B - GENERAL TERMS AND CONDITIONS

TRACKMAN DRIVING RANGE SOLUTION

These General Terms and Conditions are an addendum to the agreement on the Trackman Driving Range Solution, including all other appendices thereto, (the Agreement) and the provisions of these General Terms and Conditions shall apply to and be an integral part of the Agreement. Each capitalized term used herein and not defined herein shall have the same meaning as ascribed to it in the Agreement.

1. Definitions. The following words and expressions shall have the following meanings, unless the context otherwise requires:

- "Trackman Data" means all data generated by or originating from the Trackman Core Software and/or the Trackman Range Radars
- "Goods" means the Hardware and the Trackman Range Software.
- "Hardware" means all hardware acquired by the Customer under the Agreement (including the Trackman Deliverables) or delivered by Trackman to the Customer as part of the Support or otherwise.

2. Product Information. Data in product information and price lists are binding only to the extent that they are by reference expressly included in the Agreement.

All drawings and other technical documents, software, etc., regarding the Goods or its manufacture submitted by Trackman to the Customer, prior or subsequent to the formation of the Agreement may not be used for any other purpose than that for which they were submitted and may not be communicated to a third party.

3. Proprietary rights. Other than the grant of the Software License pursuant to the License Terms, nothing in the Agreement shall constitute or imply any transfer of, or grant of license to, any intellectual or other proprietary rights of Trackman.

The Customer agrees and acknowledges that (i) Trackman retains all of its rights, title and interest in and to all patents, trademarks, trade names, inventions, copyrights, software rights, know-how, trade secrets, confidential information and all other of its intellectual property rights relating to its technology, including the Trackman Range Software and the Trackman Range Radars, (ii) the Customer shall not have any ownership interest nor any joint ownership interest therein; and (iii) the Customer shall not do or permit anything to be done which directly or indirectly contests any of Trackman's intellectual property rights. Nothing in this Agreement shall exclude or limit Trackman from exercising world-wide its unrestricted rights over any such intellectual property rights.

Nothing in this Agreement shall restrain Trackman from using or developing its products, including its Trackman Range Radars and Trackman Range Software, for whatever purpose and within whatever field it may desire to the extent that Trackman's use or development of its products do not violate any exclusive rights separately and independently developed or acquired by the Customer.

The Customer may not alter, remove or in any way tamper with any of the Goods' trademarks, brands, logos, etc. or slander or otherwise discredit in any way the names or brands belonging to Trackman.

The Customer shall promptly notify Trackman of any infringements of Trackman's trademarks or other intellectual rights, and the Customer shall assist Trackman in its attempts to secure its rights against third party infringers.

Trackman shall not be liable to the Customer if a third party infringes any of Trackman's rights, and Trackman shall not be obliged to bring any action against any third party infringers. If Trackman chooses to bring an action against third party infringers or makes settlements with such third parties, the Customer is not entitled to claim any part of any damages or compensation awarded to Trackman.

4. Trackman Data. Trackman have all rights to use, modify, reproduce, release or disclose Trackman Data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

5. Confidentiality. All information and any physical material provided by Trackman to the Customer, including in connection with the execution and completion of the Trackman Driving Range Solution under the Agreement or as part of the Support shall be considered confidential information of Trackman, except for information which (i) at the time of the disclosure is in public domain or (ii) after disclosure is published or otherwise becomes part of the public domain through no default or breach of the Agreement. The Customer agrees to treat any confidential information of Trackman as strictly confidential and not to disclose such information except as required by law or as otherwise permitted under the Agreement. The Customer's confidentiality obligation shall survive termination of the Agreement (whatever the cause).

6. Delivery. Unless otherwise agreed, the Goods are delivered CIP - Carriage and Insurance paid to the Customer's business address.

7. Prices and payment, etc. All amounts in the Agreement are inclusive of insured shipping and transportation but exclusive of any VAT, taxes or duties (e.g. sales tax or import duties)

If the Customer is required to make any tax deduction or withholding from any payment to Trackman under the Agreement, the amount of the payment due from the Customer shall be increased to such amount which is necessary to ensure that Trackman receives a net amount, which (after making the required tax deduction or withholding) equal to the payment which would have been due if no tax deduction or withholding had been required.

Unless otherwise expressly agreed, all payments shall be effected in US Dollars or other agreed currency no later than 14 days from the date of the invoice and in any event prior to any shipping of Goods. In the event of delayed payments an interest of 1 % per commenced month shall accrue on the outstanding amount.

Until payment has been received in full by Trackman, title to the Goods shall remain with Trackman, and in the event of non-payment, Trackman shall, in addition to all other rights and remedies available to Trackman, be entitled to recover possession of the Goods (*dk: ejendomsforbehold*).

8. Commencement, Completion and Takeover. The Customer shall promptly confirm, and appropriately document (including by way of photo documentation) as reasonably requested by Trackman, to Trackman the date on which all Preconditions have been satisfied.

The risk of the Trackman Driving Range Solution shall be passed on to the Customer upon Takeover. Each item of Trackman Deliverables shall remain the property of Trackman until the Takeover Date on which date they shall become the property and risk of the Customer.

Trackman shall be entitled to an extension of the Completion Date and the Takeover Date if and to the extent that completion is or will be delayed by any of the following causes:

(a) a cause of delay giving entitlement to extension of time under a provision in this Agreement; any delay, error or omission in the fulfilment of any of the Customer's Obligations; or

Initials

any delay, impediment or prevention caused by or attributable to the Customer.

9. Limited warranty. The limited warranty undertaken by Trackman in this clause 9 is only made in respect of the Hardware. Trackman undertakes a separate limited warranty in respect of delivered Trackman Range Software, which is included in the License Terms.

Trackman warrants that Hardware is (i) designed and manufactured in a professional and workmanlike manner; (ii) free from defects in design, materials and workmanship; and (iii) comply with specifications and requirements agreed with in the Agreement. This warranty is expressly made in lieu of any and all warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. This warranty, and Trackman's liability, does not cover defects caused by occurrences after the risk in the Goods has passed to the Customer.

The Customer shall examine the Hardware upon receipt and any alleged breach of warranty shall be notified to Trackman within 14 days thereafter. The notice shall contain a description of the alleged breach. If the Customer fails to notify Trackman in writing within the time limit set forth above, the Customer shall forfeit its right to make any claim under this warranty.

10. General limitations of liability. TRACKMAN SHALL IN NO EVENT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF THE GOODS, THE TRACKMAN DRIVING RANGE SOLUTION OR ANY MATTER OR CIRCUMSTANCE COMPRISED BY THE CUSTOMER'S RESPONSIBILITIES, INCLUDING ANY PRODUCT LIABILITY AND/OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY CUSTOMER OR THIRD PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE GOODS OR THE TRACKMAN DRIVING RANGE SOLUTION.

TRACKMAN'S AGGREGATE LIABILITY WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, ARISING OUT OF OR CONNECTED WITH THE PERFORMANCE OF NON-PERFORMANCE OF THE AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE LICENSE AND SUPPORT FEE PAID BY THE CUSTOMER PURSUANT TO THE AGREEMENT DURING THE 12 MONTHS PRIOR TO THE CUSTOMER BECOMING AWARE OF A CLAIM AGAINST TRACKMAN.

11. Force Majeure. The following circumstances shall be considered as grounds for relief if they impede the performance of the Agreement or make performance unreasonably onerous: industrial disputes and any other circumstances beyond the control of the parties such as fire, war, acts of God, mobilization or military call up of a comparable scope, seizure, currency restrictions, shortage or failure of transport, general shortage of materials, restrictions in use of power and defects or delays in deliveries by subcontractors and labour disputes.

Notwithstanding the above, either party shall be entitled to immediately terminate the Agreement by notice in writing to the other party if performance of the Agreement is delayed more than 6 months by reason of any grounds of relief as described above. If such termination is made prior to Takeover:

- (a) Trackman shall immediately cease all further work;
- (b) Trackman shall remove the Trackman Deliverables from the Facility; and
- (c) Trackman shall remain entitled to the Sign-On Fee.

12. Termination for cause. Either Party shall at any time be entitled to terminate the Agreement by prior written notice with immediate effect in the event that:

TRACKMAN

- (a) the other Party is in material default of its obligations under the Agreement (including, for the avoidance of doubt, of any and all default of a payment obligation) and fails to fully remedy the default within 14 calendar days following receipt of written notice describing in reasonable detail such default; or
- (b) the other Party has filed for insolvency, is declared bankrupt, or is adjudicated or found to be, insolvent or stops or suspends payments of its respective debts or is unable to or admits inability to pay its respective debts as they fall due or proposes or enters into any voluntary arrangement or any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to such Party under any law regulation or procedure relating to reconstruction or adjustment of debt.

13. Indemnification. Under no circumstances shall Trackman be liable for any act, omission, contract, debt or other obligation of any kind of the Customer or any salesman, employee, agent or other person acting for or on behalf of the Customer. The Customer shall indemnify and hold Trackman harmless from any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys, fees and costs) arising directly or indirectly from, as a result of, or in connection with, the Customer's operation of its business, including the use or non-use of Customer Front-End Applications

14. Sub-contractors. Trackman is entitled to use subcontractors, provided that Trackman shall be responsible for the acts or defaults of any subcontractor as if they were acts or defaults of Trackman and Trackman shall ensure that its subcontractors perform all work in a good and workmanlike manner consistent with the work of Trackman's direct employees.

15. Assignment. The Agreement and the rights and obligations thereunder may not be assigned, in whole or in part, by the Customer without the consent of Trackman or by operation of law.

APPENDIX C - LICENSE TERMS

TRACKMAN DRIVING RANGE SOLUTION

These License Terms are an appendix to the agreement on the Trackman Driving Range Solution, including all other appendices, (the Agreement) and the provisions of these License Terms shall apply and be an integral part of the Agreement. Each capitalized term used herein and not defined herein shall have the same meaning ascribed to it in the Agreement.

1. Scope. The Agreement, including these License Terms, regulates the limited right of use of the Trackman Range Software (the Software License) granted by Trackman to the Customer.

2. Definitions. The following expressions shall have the following meanings:

- *Trackman API*: means the Trackman application programming interface for building front-end application software interfacing with the Trackman Range Radars and the Trackman Core Software.
- *Basic Trackman Range App*: means the front-end software developed by Trackman and made generally available for free download on iTunes Store and, when available, Android Store.
- *Trackman Core Software*: means the software developed by Trackman (save for Trackman Site Server Platform, Basic Trackman Range App and any Trackman API) comprising algorithms processing signals from Trackman's doppler radars and providing computer readable data output from the Trackman Range Radars.
- *Trackman Site Server Platform*: means the software application developed by Trackman for basic set-up and administration of the Trackman Driving Range Solution.
- *Trackman Range Software*: means the Trackman Core Software, the Trackman Site Server Platform, the Trackman Basic Range App, and Trackman API (if any).

3. License Grant. Trackman grants to the Customer a non-assignable, non-transferable and non-exclusive right to use the Trackman Range Software within the Field of Use.

4. Permitted Installation. The Trackman Site Server Platform may only be installed on the Trackman Site Server. The Basic Trackman Range App may be installed on stand-alone computers, smart phones, tablets and similar devices.

5. Field of Use. The Software License granted by Trackman authorises the Customer to use the Trackman Range Software together with the Trackman Range Radars at the Facility.

The Trackman API may solely be used in the manner set out in the documentation accompanying the Trackman API and for the purpose of developing Customer Front-End Applications that interface with the Trackman Range Radars and the Trackman Core Software at the Facility.

6. Prohibited Use. The Software License is subject to express restrictions set forth below. The Customer shall not knowingly, and shall not knowingly permit any third party, to:

TRACKMAN

- (a) modify, or create derivative works of, any part of the licensed Trackman Range Software;
- (b) adapt, translate, copy or convert all or any part of the Trackman Range Software in order to create software, a principal purpose of which is to perform the same or similar functions as the licensed Trackman Range Software or to replace any component of the Trackman Range Software;
- (c) rent, lease, loan, sell, license, sublicense, publish, display, distribute, assign or otherwise transfer the Trackman Range Software, any copy or portion thereof to any third party not specifically designated in the Agreement;
- (d) disassemble, decompile, reverse engineer the Trackman Range Software or otherwise attempt to gain access to its method of operation or source code;
- (e) alter, remove, replace, or obscure any copyright, trade secret, trademark, logo, proprietary and/or legal notices on or in copies of the Trackman Range Software; and/or
- (f) copy, or otherwise reproduce the Trackman Range Software, in whole or in part, except either (i) as may be required for the installation into computer memory for the purpose of executing the Trackman Range Software in accordance with the Permitted Installation, or (ii) to make reasonable number of copies solely for back-up purposes.

7. Intellectual Property Rights. Trackman holds full copyright, title and any other right to the Trackman Range Software, including any and all updates and modifications thereto and any and all derivative works thereof.

Any disregarding of the Trackman's rights, including careless use of the Trackman Range Software which might render copying of the Trackman Range Software possible for third parties, shall be deemed to be a material breach of the Agreement, cf. clause 12.

8. Updates and new releases. Trackman shall for the duration of the Agreement make available to the Customer subsequent releases, if any, of the Trackman Range Software that are not charged for separately (updates). Updates and new releases made available to the Customer under this clause 8 shall be considered as the Trackman Range Software and thus be subject to the terms of the Agreement, including these License Terms.

The Customer accepts that Trackman has the right, at its sole discretion and without notice, at any time to supersede versions of the Trackman Range Software with newer versions which may add, modify, or delete specific features or characteristics of earlier versions, and that these updates and changes may make older Trackman Range Software incompatible with more current versions of the Trackman Range Software.

Trackman may, in its sole discretion, at any time make any additional Trackman Range Apps available for download and use by end-users and Trackman's customers, including making one or more Premium Trackman Range Apps available against payment.

9. Support. Trackman will provide certain support for the current release of the Trackman Range Software as described in the Agreement.

10. Limited Warranties. Trackman warrants that Trackman has the right to grant the license rights hereunder.

11. Limitation of Liability/Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET OUT IN THESE LICENSE TERMS (OR AS IMPLIED BY LAW WHERE THE LAW PROVIDES THAT THE PARTICULAR TERMS IMPLIED CANNOT BE EXCLUDED BY CONTRACT), THE TRACKMAN RANGE SOFTWARE IS DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE TRACKMAN RANGE SOFTWARE IS WITH THE CUSTOMER. TRACKMAN DOES NOT WARRANT THAT THE TRACKMAN RANGE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

TRACKMAN

IN NO EVENT, UNLESS REQUIRED BY APPLICABLE LAW OR THROUGH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TRACKMAN, WILL TRACKMAN BE LIABLE FOR ANY PRODUCT LIABILITY, ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE, BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY CUSTOMER OR THIRD PARTIES, ARISING OUT OF THE USE OR INABILITY TO USE THE TRACKMAN RANGE SOFTWARE.

12. Termination. All rights held by the Customer under these License Terms, including the right of use, will terminate automatically without notice from Trackman if the Customer fails to comply with any term(s) of the Agreement. The Trackman Range Software is protected by copyright law and international treaties. Unauthorised reproduction of the Trackman Range Software, or any part of it, may result in civil and criminal penalties.

APPENDIX D - SUPPORT

TRACKMAN DRIVING RANGE SOLUTION

1. Overview. For the duration of this Agreement, Trackman undertakes to provide ongoing support and service for Trackman Deliverables and the Trackman Range Software with the aim of correcting any defect or malfunctioning in the Trackman Driving Range Solution. The Support will follow a tiered structure and consist of:

- (a) Remote monitoring of the Trackman Driving Range Solution;
- (b) Proactive contact to the Customer, when remote monitoring shows a potential issue;
- (c) General customer support and technical assistance by phone or e-mail; and
- (d) Replacement and/or repair of defective or malfunctioning Trackman Deliverables or Trackman Range Software

2. Remote monitoring. Trackman undertakes to carry out remote monitoring of the Trackman Driving Range Solution to facilitate up-time for the Customer. An overview of globally active Trackman range installations, allows Trackman to monitor the "health" of each installation and initiate mitigating actions in the event the system does not perform as expected. Trackman is able to remotely update the firmware of the Trackman Range Radars and the Trackman Site Server thus ensuring that the Trackman Driving Range Solution always runs the latest tracking algorithms and performance Trackman Range Software. Furthermore, Trackman is able to remotely reboot the Trackman Site Server and re-load the saved Facility configurations, if needed.

3. Proactive support. Trackman undertakes to proactively contact the Customer when remote monitoring shows a potential issue related to the Trackman Driving Range Solution, and the potential issue may require involvement of the Customer for resolution. In such instances, Trackman will inform the Customer and advise an appropriate solution with the aim of ensuring swift mitigation and high customer satisfaction.

4. Technical assistance. The Customer is expected to perform troubleshooting based on initial training by Trackman of Customer personnel with appropriate technical/IT qualifications and phone/e-mail support related to the Trackman Driving Range Solution. Trackman will deliver technical assistance by phone or e-mail to facilitate mitigation and customer satisfaction.

Most issues are expected to be handled via remote monitoring, proactive contact or technical support. If, however, the issue cannot be resolved through steps (a), (b) and (c), the final resort is replacement and/or repair of defective or malfunctioning parts.

5. Replacement. If Trackman determines that Trackman Deliverables or the Trackman Range Software are defective or malfunctioning, and the issue cannot be resolved by steps (a), (b) and (c) above, Trackman will replace and/or repair the defective or malfunctioning components and cover costs related to shipping, spare parts and its own working hours pertaining to installation of new components. Defective parts, which are replaced, shall become Trackman's property.

If on the other hand, Trackman determines that the Customer Deliverables are defective or malfunctioning, and the issue cannot be resolved by steps (a), (b) and (c), then the Customer shall cover the costs of any replacement and/or repair of the defective or malfunctioning components (including costs of shipping, spare parts and working hours included).

6. Not Covered.

The Support provided by Trackman does not include repair of damage or increase in service time caused (in Trackman's sole judgment) by:

- (e) Normal wear and tear or deterioration and general maintenance;
- (f) Replacement of standard components in connection boxes, e.g. surge protectors;
- (g) Support on any of the Customer Deliverables, including mistreatment of SFP and Fiber installations;
- (h) Use of Trackman Deliverables for other than the specific purpose for which these are designed. Neglect, misuse or abuse of the Trackman Deliverables by the Customer or others or any alteration made to the Trackman Deliverables by the Customer or others without the prior written consent of Trackman. Use of the Trackman Deliverables for purposes not permitted or contemplated under the terms of the Agreement;
- (i) Use of other equipment than advised by Trackman;
- (j) Accidental damage, including, but not limited to fire, flood, water, wind, lightening or transportation;
- (k) The Customer or a third party not authorized by Trackman having opened the Hardware or if the warranty seal, if any, within the Hardware is broken; and
- (l) Any third party software, including any Customer Front-End Applications or any interfacing with Trackman Range Software.
- (m) Customer not having at least one (1) member of Customer's technical staff (i.e. a member of Customer's technical staff having received training by Trackman in the operation of the Trackman Driving Range Solution), at work at the Facility when a system failure incurs;
- (n) Any intentional or accidental jamming of the Trackman Driving Range Solution (e.g. by ship radars or drone flyovers); and
- (o) Any changes by Customer to the lay-out of the driving range after Takeover (e.g. introduction of additional screens blocking the line-of-sight of radars, changes to height of the bays, changes to bay divider or installation of lights/fans/screens, temporarily or permanently affecting the ability of the Trackman Driving Range Solution to track shots), unless Customer has consulted with Trackman and permitted Trackman to carry out relevant tests / adjustments prior to execution of such changes. Costs associated with required changes to the installation of the Trackman Driving Range Solution, if any, are paid by Customer.

End-user support (in any shape or form) for the Trackman range iOS and Android app is not part of the Agreement and the Support.

APPENDIX E – SCREENS

TRACKMAN DRIVING RANGE SOLUTION

1. Overview. The customer has decided to install the following screens, at the agreed upon price:

- **18 21" closed** screens from the manufacturer Kouri (5 years warranty from the manufacturer)
- **18 closed** theft protections from the manufacturer
- **22 spear, black, english** device stands, at no cost.

The price includes a wall-mount or pole mounting solutions if theft protection are part of the agreement, but not a free standing pole or other mounting options. If theft protections are not a part of the agreement, the customer must provide 200x200 Vesa mount bracket for each screen (see section 3).

Screen support will be directly between the customer and the manufacturer.

The screen installation will be performed by Trackman and not extra charge will apply.

2. Trackman Deliverables for Screen installation. Trackman shall provide all deliverables listed in below table

Trackman Deliverables
Installation and configuration of Touchscreens
Installation of Theft Protections

3. Customer Deliverables for screen installation. The Customer shall provide and install all deliverables listed in below table, for all locations where screen(s) are to be installed.

Customer's Deliverables
Mounting locations or Poles 2-4" (50-100 mm) diameter/width
Procurement of and installation of power supply (cabling) for screens Incl. termination at both ends
Procurement of and installation of power sockets/power junction boxes
Procurement of and installation Cat6 ethernet cable(s) from server rack to each screen location, including termination at both ends and testing before the installation
Procurement and installation of 200x200 Vesa mount brackets for each screen.



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Pace, Community Development Director
DATE: October 1, 2024
SUBJECT: Consideration of ORD 2024-07 an ordinance amending Title 10 regarding accessory caretaker residences in commercial and industrial zones

RECOMMENDATION

The Planning Commission recommends to the City Council the approval of the requested code amendment with the following findings:

1. The proposed amendment is in accord with the comprehensive general plan, goals and policies of the City.
2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this Title.
3. The proposed amendment addresses a need for commercial businesses and provides regulations for existing grandfathered caretaker dwellings within the City.

BACKGROUND

The applicant, Core Architecture is representing the property owner (LDS Church) at 965 North Main Street. The property owner intends to remodel this building and transfer this property to the Ethiopian Orthodox Church for a church building. As part of the new church ownership and operation, the new owners would like to have living quarters within the structure for the pastor to reside. The City Code does not currently allow caretaker residences in commercial or industrial zones, although some do exist by previous conditional use permits. The applicant has proposed a code amendment to allow such a use.

City staff reviewed sample language provided by the applicant from other cities for consideration and drafted the proposed language. The Development Review Committee reviewed the proposed amendment and recommended approval. Currently within the City there are some storage units and other commercial businesses with caretaker residences that were likely approved during site plan or conditional use permit processes. Staff has previously identified a need for an ordinance to regulate and allow such a use for security or general operations purposes of some business. The purpose of the regulations is to address issues with compatibility of land uses, safety for residents of such units, and the operation needs of business owners.

The Planning Commission held a public hearing on September 24, 2024 and recommended the proposed amendments to the City Council.

REVIEW

Unrelated to this code amendment and under the direction of the City Council, the Planning Commission is working to update the Conditional Use Permit regulations and Land Use Table within Title 10. The draft amendment creates a new chapter 19 entitled Specific Use Standards. Therefore, the language has been drafted in this format.

The proposed amendments under consideration contains the following: addition of a new definition to section 10-1-47 for accessory caretaker residences; addition of accessory caretaker residence to section 10-11-3 as a permitted use in the C-S, C-G, M-D, & M-G zones; and creates the first portion of Chapter 19, Specific Use Standards.

The proposed regulations include the following:

1. One accessory caretaker residence per property
2. Must be incidental and subordinate to the primary use on the property
3. Be located in the primary building unless:
 - a. The lots is 5 acres or more
 - b. The accessory building is designed to conform to the required architectural design standards for commercial structures, unless it cannot be viewed from a public street
 - c. Prohibits use of an RV as an accessory caretaker residence
 - d. Allows tiny homes to be used if connected to utilities and skirted
 - e. Provides separate utilities, if necessary or required by the utility
4. Must meet building code, including fire separation, sprinkling, as applicable
5. Each unit must have kitchen, living area, sleeping area
6. Maximum size of 1,500 sq. ft.
7. Requires payment of residential impact fees
8. Minimum of 1 parking space required
9. Occupied by only 1 family
10. Minimum of 1 resident must be an employee or the owner of the business
11. Recordation of a covenant that the residence will be converted back to a commercial use if the business is terminated.

The Planning Commission recommended an additional condition regarding possibly contaminated industrial sites:

12. An ACR shall not be permitted on a known environmentally contaminated property unless specifically authorized by the appropriate county, state, or federal health and environmental regulatory agency with jurisdiction.

POSSIBLE MOTION

I move that the City Council approve Ordinance 2024-07 amending Title 10, Chapters 1, 11, and 19 related to accessory caretaker residences with the following findings:

1. The proposed amendment is in accord with the comprehensive general plan, goals and policies of the City.
2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this Title.
3. The proposed amendment addresses a need for commercial businesses and provides regulations for existing grandfathered caretaker dwellings within the City.

Attachments

- 1) ORD 2024-07
- 2) Exhibit A-draft amendment

ORDINANCE NO. 2024-07

**AN ORDINANCE AMENDING TITLE 10 LAND USE ORDINANCE,
SECTIONS 10-1-47, 10-11-3 AND 10-19-1 to 10-19-3 PERTAINING TO ACCESSORY
CARETAKER DWELLINGS, DEFINING SAID USE AND ESTABLISHING SPECIFIC
USE STANDARDS**

WHEREAS, the City of North Salt Lake is an incorporated city in Davis County Utah;
and

WHEREAS, the City Council of North Salt Lake has received a request to amend the
code related to accessory caretaker residences in commercial and industrial zones; and

WHEREAS, the Planning Commission of North Salt Lake held a public hearing on the
proposed amendments on September 24, 2024 and received favorable public comments and
recommended the proposed amendments to the City Council; and

WHEREAS, the City Council of North Salt Lake finds the proposed amendments are
also in accord with the comprehensive general plan, goals and policies of the City; and

WHEREAS, the City Council of North Salt Lake finds that changed or changing
conditions make the proposed amendment reasonably necessary to carry out the purposes stated
in this title; and

WHEREAS, the City Council finds that it is in the public interest that the North Salt
Lake City Code, be amended at this time.

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

Section 1. Code Amendment. Pursuant to Utah Code 10-9a-502, Title 10 Land Use
Ordinance is hereby amended as follows:

- a. Chapters 1, 11 and 19 are hereby amended as shown in the attached Exhibit
“A”;

Section 2. Effective Date. This Ordinance shall take effect upon posting as required in
Utah Code 10-3-713.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah on this 1st day of October 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 _____

Certificate of Posting Ordinance:

I, the duly appointed recorder for the City of North Salt Lake, hereby certify that the foregoing Ordinance No. 2024-07 was passed by the governing body on the date shown above, and that copies were posted as required by Utah Code 10-3-713 within the municipality.

Recorded this _____ day of _____, 2024.

Wendy Page, City Recorder

[Seal]

EXHIBIT A

Title 10, Chapter 1 General and Supplementary Provisions

10-1-47: DEFINITIONS:

Accessory Caretaker Residence A dwelling unit located within or upon a non-residential building or property that is occupied by a person or a single family with at least one occupant who is employed by or who owns the primary business located on that property and has on-site job responsibilities associated with said business. All caretaker dwellings must be accessory to the primary use of the property.

Title 10, Chapter 11 Commercial and Industrial Districts

10-11-3: Use Regulations

Use Regulations	Zone				<u>Specific Use Standards</u>
	C-S	C-G	M-D	M-G	
Residential Uses:					
<u>Accessory Caretaker Residence (ACR)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>10-19-3</u>
Developments which contain residential uses or mixed commercial and residential uses must obtain a rezone to a "Planned District (P)", see chapter 13 of this title					

Title 10, Chapter 19 Specific Use Standards

10-19-1: SPECIFIC USE STANDARDS:

Purpose and Intent: The purpose and intent of this chapter is to provide regulations for specific permitted or conditionally permitted land uses which will ensure compatibility with surrounding conditions to mitigate potential negative impacts associated with such uses.

10-19-2: APPLICABILITY

A. This chapter contains the specific and additional regulations for permitted and conditional uses identified in the land use tables for each of the zones established within the City. Any use not listed as permitted or conditional in the applicable zone shall be prohibited.

EXHIBIT A

B. Compliance with specific use standards, as applicable, as well as all other requirements of this Ordinance, all other Land Use Ordinances, and all other Federal, State, and Local regulations are required for Land Use Application approval, permit, or license required by City Ordinance.

10-19-3: ACCESSORY CARETAKER RESIDENCE (ACR):

A. Accessory caretaker residence (ACR), where specifically allowed as an accessory use to a commercial or industrial use in the applicable zone, are subject to the following standards:

1. No more than one (1) ACR may be permitted on a parcel; where two or more contiguous parcels are held in one ownership and utilized for the primary land use, said contiguous parcels shall constitute only one (1) parcel for purposes of this section.
2. The ACR shall be subordinate and clearly incidental to an approved and functioning principal use.
3. For properties less than five (5) acres, the ACR shall be located within the principal building on the site as a part of and in harmony with the architecture of the main building(s) on the subject property.
4. For properties greater than 5 acres in size the ACR may be permitted within an accessory structure with the following:
 - a. The structure is located on the same property as the principal use.
 - b. The structure, if visible from any public right of way, meets the minimum architectural design standards provided in section 10-1-43, and in harmony with the architecture, materials, and finishes of the primary structures on the property.
 - c. The structure meets all applicable requirements of the International Building Code as adopted.
 - d. Recreational vehicles and mobile homes shall not be permitted as caretaker dwellings.
 - e. Tiny homes shall be permitted when properly connected to water and sewer facilities and skirted.
5. The ACR must meet all applicable requirements of the International Building, Energy and Fire Codes as adopted, including requirements for fire wall separations and fire sprinkling as applicable.
6. An ACR shall not be permitted on a known environmentally contaminated property unless specifically authorized by the appropriate county, state, or federal health and environmental regulatory agency with jurisdiction.
7. Each ACR shall have a kitchen suitable for cooking and preparing meals, a bathroom with a shower or bathing facilities, living space, and sleeping area.
8. Separate utility connections shall be provided when required by the applicable agency.

EXHIBIT A

9. Permits for an ACR shall be assessed appropriate utility connection fees and applicable impact fees.
10. The ACR shall not exceed one thousand five hundred (1,500) square feet of occupied floor area.
11. A minimum of one (1) parking space shall be provided for the ACR in addition to any parking spaces required for the principal use(s) on the property.
12. The ACR shall be occupied by only one (1) family.
13. The ACR shall be occupied or rented only by the property owner or by an employee or subcontractor of the legal entity which owns the principal use being cared for (with or without family members. Any person occupying an ACR shall submit evidence of compliance with this Section upon the request of the City.
- ~~14.~~ The property owners shall execute and record a covenant and agreement with the jurisdiction to revert the property to a commercial or industrial use without an ACR, including the removal of the kitchen facilities of any permanent addition that does not meet the requirements of the zone in which the use is located, after the expiration of any associated permit granted or the termination of the business.

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 SEPTEMBER 17, 2024

6
7 **DRAFT**
8

9 Mayor Horrocks welcomed those present at 6:10 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; Jon Rueckert, Public Works Director; Craig
19 Black, Police Chief; Karyn Baxter, City Engineer; Brad Christopherson, City Attorney; Tyler
20 Abegglen, Golf Course Manager; Sherrie Pace, Community Development Director; Heidi
21 Voordeckers, Finance Director; Wendy Page, City Recorder.
22

23 OTHERS PRESENT: Dee Lalliss, Bonnie Kalel, residents.
24

25 1. MONTHLY FINANCIAL REPORT FOR PERIOD ENDING JULY 31, 2024
26

27 Heidi Voordeckers commented that she would provide a draft of the last fiscal year through June
28 30, 2024 in a future meeting. She shared the July financial report and said the majority of the
29 payments and tax revenue received in July were part of the prior fiscal year. She routinely
30 compared the current month to the previous month in the prior year and said there was nothing
31 noteworthy from July 2024 compared to July 2023. She spoke on the new bundled garbage
32 service per Resolution 2024-29R and showed 15 new residents since August. She said there was
33 no negative feedback or concerns; however, there were two residents who did not want recycling
34 cans (due to storage space) but would pay for the service.
35

36 2. ENGINEERING DEPARTMENT UPDATE
37

38 Karyn Baxter reported on capital facility projects and provided a brief Engineering Department
39 update. She spoke on the five year Capital Facilities Plan for water, stormwater, streets, which
40 included obtaining a budget, designing the project, bid, and construction. She said many projects
41 would roll over into a new fiscal year so she presented the projects by calendar year for the
42 benefit of the Council. She reviewed the 2023 summer construction projects including:
43

- 44 • 175 E/475 N/Cloverdale (street construction and water line replacement)
- 45 • Mountain View/Skyview/Wildflower/Sego Lily (street reconstruction, secondary water
- 46 line, and French drain in the spring)
- 47 • Upper Eaglewood - Phase 2 (street reconstruction and PRV replacement)
- 48 • Main Street from Center to US Hwy 89 (street reconstruction and water line replacement)
- 49 • PRV Vaults and FCV (PRV replacement)
- 50 • 350 East tank upgrades (air gap and hatch replacement)
- 51 • Parkway Dr/Canyon Lane/Eagle Pass/Ridgetop Circle/725 E (street reconstruction)
- 52 • Sider Dr/175 N/550 E/575 E (street reconstruction)
- 53 • Lacey Way Reconstruction (new asphalt – upper)
- 54 • Legacy/Foxhollow/Mathis Parks (asphalt trails)
- 55 • Eaglewood Golf Course (waterfall feature)

56

57 Councilmember Jackson asked about the spring and the French drain resolution and where the
58 water was being diverted. Karyn Baxter explained that asphalt failure was indicative of a spring
59 in the area. She said the water was being diverted into the storm drain system which was
60 collected into the lake at Eaglewood Golf Course. She said future consideration was needed on
61 how to recharge the aquifer in the foothills.

62

63 Karyn Baxter showed images and maps of the construction work that had been completed related
64 to the 2023 summer and 2024 summer projects. She reviewed the construction projects for
65 summer 2024 including:

66

- 67 • 400 West (mill, overlay, and water line crossings)
- 68 • Elk Hollow Rd/Elk Hollow Cir (street reconstruction, secondary water line, French drain
- 69 in the spring)
- 70 • Signal light at 400 W/1100 N
- 71 • Storm drain and lake enlargement at Eaglewood Golf Course (increased storage, new
- 72 storm drain line, infrastructure for lake at hole #9)
- 73 • Dorthea/Upper Cynthia Way (street reconstruction)
- 74 • 4000 S (street reconstruction)
- 75 • 150 N (street reconstruction, water line replacement)
- 76 • Gary Way/Nancy Way (street reconstruction, water line replacement)
- 77 • Generators at pump stations (10 locations)
- 78 • Sidewalk at 1100 N (spur line road widening)
- 79 • Porter's Landing (concrete boat ramp)

80

81 Karyn Baxter noted that the generators at culinary water pump stations were funded by a
82 \$1,463,985 FEMA grant with a City match of \$162,665. She shared statistics related to City
83 water projects. She spoke on geotechnical work performed by the Engineering Department

84 related to retaining wall review and permits, general public information, residents at The Ridge,
85 building permits, etc. She explained the process for retaining wall permits related to sensitive
86 lands overlay.

87
88 Mayor Horrocks asked about the timeline for secondary water master plan. Karyn Baxter replied
89 that the installation was currently 180 homes on secondary water with a maximum allowable 300
90 homes. She said the intent would be to extend if there was sufficient water supply but there was
91 currently not an option to purchase additional water for the purpose of expanding the system.

92
93 Karyn Baxter then reviewed The Ridge site map with large retaining walls and homes near the
94 walls. She said a retaining wall engineer created landscaping/grading guidelines for this area to
95 avoid wall failure. She indicated that staff would create a specific page on the City's website with
96 information on geotechnical review requirements, avoiding compromising the wall, roof drains,
97 geo grid protection, etc. She then spoke on new development and building permits with
98 geotechnical review of the steep slopes in the Eaglewood Cove area. She shared that staff would
99 update the City website related to retaining walls, provide public notification including a
100 newsletter item, send mailers with a QR code to homes in The Ridge, provide FAQs for building
101 permits including geotechnical, and update Title 10 Chapter 12, Sensitive Area District (SA) and
102 Geologic Hazards Ordinance.

103
104 Councilmember Van Langeveld asked for an update on the dog park. Jon Rueckert replied that
105 staff obtained finalized bids for the irrigation system and would meet with Woods Cross to award
106 the contract for the irrigation system and fencing.

107
108 Councilmembers Van Langeveld and Clayton commended staff for being proactive and the
109 completion of all the listed projects.

110
111 3. APPROVAL OF CITY COUNCIL MINUTES

112
113 The City Council minutes of September 3, 2024 were reviewed and approved.

114
115 **Councilmember Baskin moved that the City Council approve the minutes of September 3,**
116 **2024, as written. Councilmember Van Langeveld seconded the motion. The motion was**
117 **approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**

118
119 4. ACTION ITEMS

120
121 The action items list was reviewed. Completed items were removed from the list.

122
123 Councilmember Van Langeveld asked about the status of current action item #6 related to a letter
124 for South Davis Sewer addressing the significant odor issues in Foxboro. Ken Leetham replied
125 that he would send the letter this week.

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Councilmember Knowlton questioned the anticipated status update related to Highway 89. Ken Leetham said the exhibits would be sent to UDOT followed by a discussion during a future work session.

Councilmember Jackson asked for an update on new action items #1 and #2 related to zoning changes for the Lifeline facility. Ken Leetham replied that there would not be a rezoning of the property at this time. He said staff was working on code changes to the conditional use section of the code. He mentioned that speech, signage, and other items related to the first amendment would also be reviewed.

Mayor Horrocks questioned if there had been any other updates on the property. Ken Leetham said he spoke with the broker since the September 3rd meeting and that the broker had met with other potential buyers.

Councilmember Knowlton asked if there had been any correspondence with Woods Cross, West Bountiful, or Bountiful on study ideas. Ken Leetham responded not yet.

Councilmember Knowlton wondered if there needed to be further outreach to Davis County regarding the homeless shelter site selection process and offer City involvement as a defense. Mayor Horrocks responded there was a Committee that had been working on this and they were also surprised by the proposal to purchase the Lifeline property. He added that he and the City Manager had been working to keep the relationships with the County on good terms.

Councilmember Baskin mentioned her willingness to assist with the action item related to answering resident questions from the September 3rd Council meeting related to the County's winter response plan, Code Blue, and proposed facility in the City. She expressed her opinion that the City hold off on outreach to the County Commission until an apology was offered. Ken Leetham commented that two of the County Commissioners had done so by reaching out to him in the Mayor's absence after the meeting.

Councilmember Van Langeveld spoke on discussions at the Health and Wellness Committee meeting related to creating a network of support with a focus on Homelessness. She suggested a document be created related to homeless intervention and prevention efforts in the City such as the food pantry, Utah Foster Care partnership, etc., and other supports.

Councilmember Baskin mentioned being part of organizations like the Davis County Housing Authority (section 8).

Mayor Horrocks spoke on Code Blue, including the proposed bus, and the need to help individuals during the cold winter months.

168 5. COUNCIL REPORTS

169

170 Councilmember Van Langeveld reported on the Health and Wellness Committee meeting
171 including a discussion on homelessness as well as partnering with the Ladies of Charity/Center
172 of Hope. She mentioned that September 23rd would be the last food truck night for the year and
173 was combined with the Unity in the Community Hispanic Heritage event. She spoke on the
174 desire to have a community member step up to run the Hispanic Heritage Unity in the
175 Community event in the future.

176

177 Councilmember Jackson reported that the next City sponsored event was the Halloween
178 Spooktacular and fun run. She requested assistance from the Youth City Council.

179

180 Councilmember Knowlton reported on the Get to the River event and thanked staff and those
181 who attended. He spoke on the recent General Plan advisory committee meeting and creating a
182 draft set of guiding principles. He mentioned the question of housing in the industrial area. He
183 also spoke on a study to create a shared protected bike path with Bountiful and Centerville and
184 the letter of intent deadline through Wasatch Front Regional Council (WFRC).

185

186 6. CITY ATTORNEY’S REPORT

187

188 Brad Christopherson had nothing to report.

189

190 7. ADJOURN

191

192 Mayor Horrocks adjourned the meeting at 7:00 p.m. to begin the regular session.

193

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
ANCHOR LOCATION: CITY HALL
10 EAST CENTER STREET, NORTH SALT LAKE
SEPTEMBER 17, 2024

DRAFT

Mayor Horrocks welcomed those present at 7:13 p.m. Lisa Baskin offered a thought and led those present in the Pledge of Allegiance.

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; Jon Rueckert, Public Works Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Brad Christopherson, City Attorney; Tyler Abegglen, Golf Course Manager; Sherrie Pace, Community Development Director; Heidi Voordeckers, Finance Director; Wendy Page, City Recorder.

OTHERS PRESENT: Dee Lalliss, Bonnie Kalel, Sarah Sorensen, Chad Rawlings, Sandy McCleve, Audrey Beebe, Enos Beebe, Aurora Beebe, Rachel Allen, Anita Thota, Krish Thota, Melinda Abel, Ally Abel, Tom Reese, Ainsley Reese, Joe Allen, Joy Allen, Kris L., Emily Carr, Menonas Abor, Thomas Appiah, Katrina Appiah, residents. Via Zoom: Guy Larson, Reagan Outdoor Advertising (ROA).

1. CITIZEN COMMENT

Sandy McCleve, resident, commented that he was a real estate developer and broker for ten years and had been unable to meet with staff regarding the Lifeline property. He commented that he had submitted a contract on the property and expressed concern that the State would still locate the homeless shelter on that site. He suggested multifamily development on the site to help secure future retail or restaurants.

Sarah Sorensen, resident, requested a speed zone by Orchard Elementary. She shared two incidents of fatal or critical injuries of school children walking to Bonneville and Orchard Elementary in the last two years. She mentioned 100 units that would be built across from Orchard Elementary. She spoke on the lack of sidewalks in some areas and the need for a speed zone.

236 Ken Leetham commented that Orchard Elementary had speed zones and crossing guards. He
237 spoke in regard to the recent tragic accident and said staff was reviewing Center Street to
238 determine where pedestrians could cross.

239
240 Chief Black shared that school zone crossings were determined by the school district in
241 compliance with municipal standards. He said Center Street was a 25 mph zone and that speed
242 was not a factor in that accident. He spoke on crossing guard locations at Orchard, Center Street,
243 and speed enforcement in the school zones.

244
245 Dee Lalliss, resident, commented on the newsletter item related to the Halloween Spooktacular.
246 He also mentioned the issue with train crossings and waiting for trains that did not come. He
247 asked if there was something that could be done to pressure the railroad to take responsibility and
248 ensure their lights/crossing barriers were working.

249
250 Ken Leetham commented that there was a need for a future City Council discussion related to
251 1100 North bridge plans adjacent to the rail lines.

252
253 2. INTRODUCTION AND SWEARING IN OF 2024-2025 NSL YOUTH CITY COUNCIL
254 LEADERSHIP

255
256 Councilmember Clayton introduced Audrey and Enos Beebe as the Youth City Council advisors.

257
258 Enos Beebe introduced the 2024-2025 NSL Youth City Council leadership including Krish
259 Thota, Mayor; Aurora Beebe, City Manager; Ainsley Reese, Recorder; Ally Abel, Activities
260 Committee Chair; Rachel Allen, Leadership Committee Chair; Andrew Koroto, Publicity
261 Committee Chair; and Maren Otis, Service Committee Chair.

262
263 Mayor Horrocks performed the swearing in of the Youth City Council for 2024-2025.

264
265 3. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2024-32R: A
266 RESOLUTION ADOPTING AMENDMENTS TO THE 2024-2025 FISCAL YEAR
267 BUDGETS

268
269 Heidi Voordeckers reviewed the following proposed budget amendments for the 2024-2025
270 fiscal year that would recognize increases, decreases, rescheduling, and grant funds:

271
272

EXHIBIT A						
BUDGET AMENDMENT HEARING - September 17, 2024						
FUND/L ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET			TOTAL BUDGET	REASON
		BUDGET	ADJUSTMENT	BUDGET		
FUND 10 - GENERAL FUND						
POLICE 10-1033-33201	OPERATING GRANTS - STATE	(70,000)	(14,036)	(84,036)	EARLY INTERVENTION GRANT REVENUE	
POLICE 10-2400-45400	BOOKS, PUBLICATIONS AND SUBSCI	27,500	14,036	41,536	EARLY INTERVENTION GRANT EXPENSE (PRODUCTIVITY DASHBOARD)	
ADMIN 10-1038-37400	INSURANCE RECOVERY	(25,000)	(16,950)	(41,950)	CLAIM FOR DAMAGES ON VEHICLE 228-23	
POLICE 10-2400-49013	FLEET PARTS AND SUPPLIES	62,000	17,450	79,450	REPAIR OF DAMAGES ON VEHICLE 228-23	
ADMIN 10-1103-42400	ADVERTISING AND PUBLIC NOTICES	-	17,100	17,100	PRINT AND MAIL CITY NEWSLETTER 3X/YEAR	
ADMIN 10-1120-41205	TUITION REIMBURSEMENT	10,000	(4,000)	6,000	ALLOCATE TUITION REIMBURSEMENT AWARDED	
POLICE 10-2404-41205	TUITION REIMBURSEMENT	-	2,000	2,000	ALLOCATE TUITION REIMBURSEMENT AWARDED	
			(15,600)		NET INCREASE/(DECREASE) IN FUND BALANCE	
FUND 44 - STREETS						
44-3906-52407	ELK HOLLOW	-	430,580	430,580	SWAP CIP PROJECT WOODCREST FOR ELK HOLLOW	
44-3505-52322	WDCRST, TNGL, SUNFLWR RD	205,580	(205,580)	-	SWAP CIP PROJECT WOODCREST FOR ELK HOLLOW	
44-3506-52421	NANCY WAY	95,000	60,000	155,000	ADDITIONAL PAVING ON GARY WAY	
			(285,000)		NET INCREASE/(DECREASE) IN FUND BALANCE	
FUND 51 - WATER FUND						
51-3905-52438	GARY WAY EMERG REPAIRS	-	135,000	135,000	EMERGENCY REPAIRS FROM JUNE 2024 WATER LINE BREAK	
51-3905-52115	LACEY WAY WL REPLACEMENT	30,110	60,000	90,110	EXTENSION TO NANCY WAY	
51-3905-52301	N PRK VILLAGE WATERLINE	275,000	(275,000)	-	RESCHEDULE PROJECT TO FUTURE YEAR	
51-3906-52407	ELK HOLLOW	-	735,000	735,000	SWAP CIP PROJECT WOODCREST FOR ELK HOLLOW	
51-3906-52322	WDCRST, TNGL, SUNFLWR WL	450,000	(450,000)	-	SWAP CIP PROJECT WOODCREST FOR ELK HOLLOW	
			(205,000)		NET INCREASE/(DECREASE) IN FUND BALANCE	
FUND 53 - STORM DRAIN UTILITY						
53-3114-41205	TUITION REIMBURSEMENT	-	2,000	2,000	ALLOCATE TUITION REIMBURSEMENT AWARDED	
			(2,000)		NET INCREASE/(DECREASE) IN FUND BALANCE	
FUND 55 - GOLF FUND						
55-5500-34201	FEES DRIVING RANGE	(165,000)	(25,000)	(190,000)	ANTICIPATED REVENUE INCREASE FOR TRACKMAN FEES	
55-5501-36000	MISCELLANEOUS	-	(135,000)	(135,000)	REIMBURSEMENT FROM GATEWAY PARKS FOR INFRASTRUCTURE IMPROVEMENTS	
55-5584-42000	GENERAL & CONTRACTED SERVICES	35,000	42,000	77,000	TRACKMAN RANGE SERVICE	
55-5588-48200	BUILDINGS - CLUB HOUSE	32,500	135,000	167,500	GATEWAY PARKS IMPROVEMENTS - POWER AND WATER	
			(17,000)		NET INCREASE/(DECREASE) IN FUND BALANCE	
TOTAL ALL FUNDS				(524,600)		NET INCREASE/(DECREASE) IN FUND BALANCE

273

274

275 Heidi Voordeckers explained that total end expenditures or use of fund balance for this budget
 276 amendment was \$524,600.

277

278 Councilmember Jackson inquired about the tuition reimbursement and the newsletter
 279 printing/mailling line items. Heidi Voordeckers explained how tuition reimbursements were held
 280 in an admin budget and then allocated each year to various departments after the eligible
 281 applicants were known. She continued the City had discontinued mailing a newsletter with each
 282 utility bill a few years ago; therefore, this amendment would allow a printed copy to be mailed
 283 out independently from the utility billing to all residents. She noted the costs were associated
 284 with printing and postage.

285

286 **Mayor Horrocks opened the public hearing at 7:48 p.m.**

287

288 There were no comments.

289

290 **Mayor Horrocks closed the public hearing at 7:49 p.m.**

291

292 **Councilmember Jackson moved that the City Council approve Resolution 2024-32R: a**
 293 **resolution adopting an amendment to adjust the fiscal year 2024~2025 General Fund,**
 294 **Streets Fund, Water Fund, Storm Water Fund, and Golf Fund Budgets. Councilmember**
 295 **Clayton seconded the motion. The motion was approved by Councilmembers Baskin,**
 296 **Clayton, Jackson, Knowlton, and Van Langeveld.**

297 4. CONSIDERATION OF RESOLUTION 2024-31R: A RESOLUTION APPROVING AN
298 AGREEMENT BETWEEN THE CITY AND REAGAN OUTDOOR ADVERTISING
299

300 Sherrie Pace reported that Utah State Code 10-9a-513 provided for the relocation of billboard
301 signs and the statute allowed a billboard owner to request relocation of a billboard to any
302 commercial, industrial, or manufacturing zone within the city's boundaries, provided that the
303 relocation was within one mile of the existing location and was no closer than 300 feet to another
304 billboard. She shared a map of all the existing billboards in the City. She stated in 2022, Reagan
305 requested relocation of two billboards located on the Storage City property adjacent to I-15 to
306 locations known as Aspen Heights (505 N Main) and TW Holdings (745 Overland Rd). She
307 explained that the City rejected the request as the proposed locations were outside the 1 mile
308 distance, did not meet the City's separation requirements of 1,500 feet, and were not necessary as
309 the widening of the freeway was not imminent and thus premature.

310
311 Ms. Pace said that Reagan appealed the decision and during the hearing it was determined that
312 the TW Holdings site was outside the one mile relocation limitation and the Aspen Heights site
313 was within one mile from one of the existing signs (most northern sign). She mentioned that the
314 case was resolved by agreement that one of the requests would be withdrawn and the other
315 would have to be permitted as it met the one mile limitation. She said that to date neither of the
316 Storage City Signs has been relocated to the Aspen Heights sign on Main Street.

317
318 Sherrie Pace continued that in 2023 Reagan submitted a request to relocate two signs located on
319 the Big West Oil property adjacent to I-215 which were not within the S-3 Sign Overlay zone nor
320 along the interstate. She explained that staff also had concerns due to the location of the Truck
321 Trim site within the Town Center which was not compatible with the redevelopment plans and
322 the that the Redwood Road sign was not within the Sign Overlay Zone. She reviewed the
323 negotiation process staff had with Reagan Outdoor Advertising for relocation of billboards.

324
325 Sherrie Pace highlighted the terms of the agreement with Reagan including:
326

327 1. Reagan to withdraw all four of the previous relocation requests for the Big West and Storage
328 City billboards.

329
330 2. The City would agree to allow the relocation of the Big West billboards to the Aspen Heights
331 and TW Holdings sites, despite being outside the one mile limit and the 1,500 feet separation
332 required by City Code.

333
334 3. The relocated signs would not exceed the maximum sign face size of 672 sq. ft. and the
335 maximum height allowed for interstate signs which is 65' or 25' above the grade of the freeway,
336 whichever was higher.

337
338 4. The relocated signs may be converted to digital billboards;

339 5. The two Storage City signs would not be relocated until such time that the freeway was
340 expanded and that they may be relocated on the present site if possible or if not that the City and
341 Reagan would negotiate in good faith, alternative location(s) which were outside the Town
342 Center and make any necessary code amendments to facilitate the relocation.

343

344 6. Reagan agreed to not relocate any billboard sign it owns or maintains, now or in the future, to
345 any location within the Town Center Boundary as outlined in blue on the attached exhibit to the
346 agreement.

347

348 Councilmember Jackson asked if City code currently prohibited billboards in the town center
349 area. Sherrie Pace replied that State code allowed billboards within one mile of any commercial,
350 industrial, or manufacturing zone.

351

352 Councilmember Van Langeveld asked about the proposed Foxboro location. Sherrie Pace
353 responded that staff had proposed alternate sites including Lakeview Rock Products (LRP) which
354 was an industrial land use but zoned R-1-10 and suggested that the City Council may be
355 amenable to code or map amendments that would allow signs in that location outside the Town
356 Center and along I-15.

357

358 Councilmember Van Langeveld spoke on the proximity of the Redwood Road location to
359 residential and if Reagan would remove that location in favor of the locations on I-15. Guy
360 Larson, Reagan Outdoor Advertising (ROA), spoke on the Lakeview Rock Products site which
361 was not viable at this time and the Redwood Road location. He said they preferred to have
362 billboards on highly visible roads such as I-15 but would work with staff on billboard locations.

363

364 Sherrie Pace commented that she could provide an analysis of existing billboards and the mile
365 boundaries from Redwood Road and Foxboro area.

366

367 **Councilmember Knowlton moved that the City Council approve Resolution 2024-31R**
368 **approving an agreement with Reagan Outdoor Advertising (ROA) for the relocation of**
369 **billboards within the City of North Salt Lake and in accordance with Utah State Code 10-**
370 **9a-513 with the following findings:**

371

- 372 1) **The proposed agreement addresses a defect in the state statute that allows the**
373 **relocation of billboards to any commercial, industrial, or manufacturing zone**
374 **without cause and to locations not permitted under City regulations.**
375 2) **The proposed agreement ensures that no billboard is located now or in the future by**
376 **ROA to any location within the Town Center.**

377

378 **Councilmember Jackson seconded the motion.**

379

380 Councilmember Baskin suggested an amendment to the motion to reference the correct Utah
381 State Code 10-9a-513.

382
383 **Councilmember Knowlton amended his motion to reference Utah State Code 10-9a-513.**
384 **Councilmember Jackson seconded the amended motion. The motion was approved by**
385 **Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**
386

387 5. CONSIDERATION OF ORDINANCE 2024-05: AN ORDINANCE AMENDING TITLE
388 3, CHAPTER 2-ALCOHOLIC BEVERAGES
389

390 Sherrie Pace reported that current City ordinances in Title 3, Chapter 2 only regulated beer
391 licenses. She said the City had received requests from restaurants in the City as well as from the
392 golf course for full service alcohol licenses. She shared that the City Attorney had provided the
393 City with a model ordinance for alcoholic beverage regulations in accordance with the State
394 statutes for alcoholic license and practices. She mentioned that the proposed draft would include
395 current ordinance language and updated all provisions in accordance with State code and the
396 regulations imposed by the Utah State Department of Alcoholic Beverage Service (DABS). She
397 also noted that new definitions and licenses were being added but the land use table was also in
398 the process of being updated. She indicated that the proposed ordinance changes included:

399
400 1. Formal adoption of the State Alcoholic Beverages Control Act to include any future
401 amendments to the statute.
402

403 2. Addition of definitions not currently contained within our ordinance, specifically the various
404 license types regulated by the state and updates to definitions for alcoholic beverage content.
405

406 3. Updates the permitted license types from 3 beer only licenses to those allowed by the state
407 statute.
408

409 4. Adds specific regulations for new license types such as breweries, bars, banquets, reception
410 centers, and full service restaurants.
411

412 5. Outlines the application process and requirements for review of licenses by staff and removes
413 the requirement for approval by the Council. The new review process requires review by the
414 Police Chief, Health Department, Fire District, Building Official, and Community Development
415 Director.
416

417 6. Clarifies that State licensing is also required and how local consent is to be granted for DABS
418 review.
419

420 7. Lists the qualifications for licensing, bonding required, fees, transfer of licenses to new owners
421 when a business is sold.

422
423 8. It also provides for procedures for revocation or forfeiture of licenses.

424
425 9. Identifies the location and operation requirements for licensure in accordance with those
426 provided in state code.

427
428 10. Updates the penalties to include both criminal and civil citations

429
430 Sherrie Pace mentioned that in addition to the code amendment the comprehensive fee schedule
431 would require the following additions be brought to the City Council for approval including:

- 432
- 433 1. License types:
 - 434 a. Bar Establishment
 - 435 b. Off Premises Beer Retailer
 - 436 c. On Premises Beer Retailer
 - 437 d. Package Agency
 - 438 e. Reception Center
 - 439 f. Restaurant, Full Service
 - 440 g. Restaurant, Limited Service (wine and beer)
 - 441 h. Restaurant, Beer Only
 - 442 i. Single Event (max 15 days) Permit fee and bond
 - 443 j. State Store

444
445 2. Transfer of License Fee (to new owner or moved location)

446
447 3. Civil fine for violation of alcoholic beverages ordinance

448
449 Councilmember Baskin commented that she was recently hired as the hearing officer for DABS
450 and as such, she would recuse herself from voting on this item.

451
452 Sherrie Pace clarified that this was the proposal for City standards and the applicant would also
453 need to receive a license from the State.

454
455 Councilmember Jackson questioned if this increased the ease or convenience of obtaining an
456 alcohol license. Sherrie Pace replied that this amendment allowed the application to be handled
457 at a staff level but was not easing or making the process more restrictive. She clarified that
458 current ordinances did not conform to State code and this amendment would ensure that City
459 code was up to date.

460

461 **Councilmember Clayton moved that the City Council approve Ordinance 2024-05: an**
462 **ordinance amending City Code, Title 3, Chapter 2 - Alcoholic Beverages. Councilmember**
463 **Knowlton seconded the motion. The motion was approved by Councilmembers Clayton,**
464 **Jackson, Knowlton, and Van Langeveld.** Councilmember Baskin abstained from voting.

465
466 6. CONSIDERATION OF ADDITIONAL FUNDING FOR HATCH PARK PHASE 1 AND
467 ASSIGNING CITY STAFF TO AMEND THE PARK CAPITAL FACILITIES PLAN
468 AND ASSOCIATED IMPACT FEE ORDINANCE

469
470 Ken Leetham reported on the shortage in funding for Phase 1 of the Hatch Park remodel. He
471 explained that the City currently had approximately \$17,026,000 in cash from the bond issue for
472 this project. He said the approximate cost estimates for Phase 1 ranged from \$21- \$25 million
473 depending upon the improvements completed on the project. He shared that there was
474 \$4,600,000 available in the General Fund and \$5,150,000 in the Capital Improvement Fund.
475 He proposed the use of approximately \$1.5 million from both the Capital Improvement Fund and
476 the General Fund as the sources to increase the Hatch Park Phase 1 budget to \$20 million. He
477 mentioned future park facilities including additional phases of Hatch Park, expanding Tunnel
478 Springs Park, and construction of additional trail segments. He spoke on additional impact fees,
479 RAP tax, and the collection and use of park facilities impact fees.

480
481 Mr. Leetham recommended adding \$3 million from cash reserves to the budget for Hatch Park
482 Phase 1 as well as assigning staff to amend the Park Capital Facilities Plan and preparation of the
483 associated impact fee ordinance.

484
485 Mayor Horrocks mentioned applying for grants for ADA funding for the playground.

486
487 Councilmember Van Langeveld asked for clarification and understood that no funds proposed
488 would be used from the Redwood Road RDA. Ken Leetham replied that some funds from the
489 RDA were being used to make bond payments but the proposed \$3 million was not from the
490 Redwood Road RDA but would be a one time use of cash reserves.

491
492 Councilmember Van Langeveld asked what the added benefit would be for the additional \$3
493 million. Ken Leetham answered the additional funding was needed to complete the entirety of
494 Phase 1 including the water feature, pavilion, and plaza.

495
496 Ken Leetham said a review of the plan and the removal of some amenities could be done. He
497 spoke on other funding options including bonding or a tax increase. He reviewed the Phase 1
498 map which included demolition of properties, site grading, and did not include the community
499 center. He clarified that staff would return for additional funding as there was no available
500 funding for Phase 2.

501

502 Councilmember Jackson spoke on the city center including a park, pickleball courts, playground,
503 and water feature and the need to construct the park well the first time. She said the convention
504 center would be a bonus but not necessary at this time.

505
506 Councilmember Baskin spoke on how construction costs would continue to increase and the
507 effort to make a town center. She said that the City had funds to complete Phase 1 and felt the
508 cost benefit analysis to create a town center was worth the cost. Councilmember Clayton was in
509 agreement and said residents had asked for pickleball courts.

510
511 Mayor Horrocks commented that the City could sell acreage from Tunnel Springs Park to help
512 pay for the Hatch Park remodel.

513
514 Councilmember Van Langeveld was not in favor of selling Tunnel Springs park property and
515 preferred using cash from the General Fund to pay for the Hatch Park remodel.

516
517 Councilmember Knowlton questioned if there would be a need for additional funds to complete
518 Phase 1. Ken Leetham replied that the Council should set a monetary limit for the Hatch Park
519 Phase 1 remodel at this time. He noted further that if the budget is set at \$20 million for Phase 1,
520 then the City could limit its spending to that amount.

521
522 **Councilmember Jackson moved that the City Council direct City staff to prepare a budget**
523 **amendment to increase the funding for the Hatch Park project for Phase 1 by \$3 million**
524 **dollars and amend the Park Capital Facilities Plan and associated impact fee ordinance, as**
525 **needed. Councilmember Knowlton seconded the motion.**

526
527 Councilmember Van Langeveld requested that staff discuss with the architect that the budget is
528 \$20 million and the design would need to reflect the cap.

529
530 **The motion was approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and**
531 **Van Langeveld.**

532
533 7. MAYOR'S REPORT

534
535 Mayor Horrocks reported on mosquito abatement with six cases of West Nile in Utah with one
536 serious case in Davis County. He compared the low number of cases and deaths in Utah
537 compared to neighboring states. He shared that Chief Dane Stone retired from the South Davis
538 Metro Fire District and had been replaced by Greg Stewart. He mentioned the Fall Cleanup
539 would be held September 20-22nd and felt that this date should be revised so that it occurs later in
540 the year. He spoke on the positive feedback from the previous City Council meeting and
541 commended the Council and staff for their professionalism.

542
543

544 8. CITY MANAGER’S REPORT

545

546 Ken Leetham reported on the Get to the River event and praised the staff that was involved.

547

548 Councilmember Baskin requested an agenda item to discuss the Center Street and 450 East
549 school zone and potential need for flashing lights. She suggested a thorough analysis of the
550 City’s responsibility and authority as well as the necessary solutions. She also asked about the
551 City’s lack of collaboration with the resident (Sandy McCleve) on the Lifeline property. Ken
552 Leetham replied that he had received information from staff and anticipated receiving a call from
553 the resident. He said the Lifeline property was not recognized in the General Plan as multifamily
554 and while the applicant could submit a proposal it would likely not be received favorably. He
555 said that City staff had advised Mr. McCleve that the property would likely not become
556 multifamily or a homeless shelter. He further indicated that while we may have a disagreement
557 over the future use of the property, it was very uncharacteristic of the development staff to
558 mistreat the public in the way described by Mr. McCleve.

559

560 Sherrie Pace spoke on the inquiries into purchasing and developing the Lifeline property which
561 was currently zoned commercial. She spoke on potential drawbacks of the site including soil
562 issues, water table issues, height restrictions, proximity to sewer treatment plant, and need for a
563 rezone to allow residential. She mentioned that staff spoke with Sandy McCleve about these
564 issues and would help him through the process if he purchased the property and made an
565 application to rezone the property. She confirmed that City staff informed him that a rezoning for
566 residential use would likely not be approved.

567

568 Councilmember Van Langeveld requested a review and analysis of safety zones of all three
569 elementary schools in the City.

570

571 Councilmember Knowlton also asked for a basic refresher of the safety zones around the
572 schools.

573

574 Councilmember Clayton suggested a review of the area where the accident occurred, Orchard
575 Drive (Adelaide Elementary), and south of the light on Center Street.

576

577 Mayor Horrocks commented on the need for sidewalk on the south side of Center Street.

578

579 9. ADJOURN

580

581 Mayor Horrocks adjourned the meeting at 8:54 p.m.

582

583

584

585 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*
586 *October 1, 2024 by unanimous vote of all members present.*

587

588

589 _____
Brian Horrocks, Mayor

_____ *Wendy Page, City Recorder*

Action Items for October 1, 2024

Item	Staff	Description	Staff Responses
<u>New</u>			
1		(9-17-24 CM Van Langeveld) Staff work with Health & Wellness Committee on creation of document or resources with a focus on homelessness (intervention, prevention, food pantry, Utah Foster Care, etc.)	
2		(9-17-24 CM Van Langeveld) Staff to provide an analysis of existing billboards and the mile boundaries from Redwood Road and Foxboro.	
<u>Current</u>			
3	Ken	(9-3-24 CC) Staff provide information such as the presentation, the County's Winter Response Plan, answers to resident questions from CC meeting 9/3/24 on website. (9-17-24 CM Baskin) City to provide answers to questions asked during public comment of 9/3/24 meeting.	
4	Ken	(9-3-24 CC) Reach out to the County in an effort to firm up that the City was in opposition to the proposed location for the homeless shelter but may assist in finding alternatives. (9-17-24 CM Knowlton) Future discussion with Davis County and how City might be involved in selection of location.	
5	Ken and Sherrie	(8-6-24 CM Knowlton) Staff to reach out to other communities (City Managers) related to bike corridors and preparing an application for funding from WFRC. (9/17/24 CM Knowlton) Creation of a study for a shared protected bike path with Bountiful and Centerville.	<i>(8/15/24) Ted Knowlton to advise city staff on the best timing for this item. (9/17/24) CM Knowlton advised to submit a letter of intent before the deadline at end of September.</i>
6	Ken/Heidi	(7-16-24 CM Knowlton) Discuss annexation of Chevron with Davis County.	<i>(8/13/24) Ken and Mayor discussed this with County Commissioner and will continue discussions with Davis County. Heidi to evaluate the financial impacts of annexation.</i>
7	Ken and David	(6-18-24 CC) Eagleridge beautification project – staff to continue working on the beautification project including branding, less expensive plans, cohesive signage (all City).	
8	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.	<i>(9/19/24) Letter to the District was signed and delivered by Mayor Horrocks.</i>

9	Ken	(5-21-24 CM Knowlton) Prepare talking points for the 2600 South / 1100 North bridge challenges.	
10	Ken	(5-21-24 CM Knowlton) Staff follow up with UTA on Foxboro bus route.	<i>(9/11/24) Ken spoke with UTA Trustee and has a meeting set for October 3 to meet and discuss UTA/City issues.</i>
11	Sherrie	(5-7-24 CC) Prepare application for Discover Davis Mural Program and review RAP tax for potential City match	<i>(7/30/24) Application deadline was extended until 8/30/24, the Parks & Arts Board is looking for a location.</i>
12	Ken	(5-7-24 CC) Review next steps for the potential of a Sister City partnership with Mangoase Ghana	
13	Jon/Sherrie	(5-7-24 CM Jackson) Possibility for an app that would provide the status of possible rail blockages. (8-6-24 CM Jackson) signage notifications for rail blockages.	<i>(8/15/24) Staff is looking at several app possibilities. We will also be reaching out to UDOT to include permission to install electronic messaging technologies on US89 and other areas to alert for train delays. (8/26/24) Contacted DSR a software development company. This company has created a train detection algorithm that can run on existing CCTV hardware. Currently there isn't camera hardware installed at any of the major crossings (Center, Main St, 1100 N) DSR doesn't provide any hardware but can develop their algorithms to use/present the data such as alerts of blockages at crossings and estimated times till clear. This information can be used for internal use only or can be relayed to roadside VMS signs or other signals. This information can also be pushed to mobile apps that can provide optimal routes during blockages. Development of this product for use specific to NSL crossings may be \$100,000 - \$150,000 and include nominal annual maintenance fees in perpetuity of software use. Estimates for camera hardware installation at these crossings would be around \$50,000.</i>
14	Heidi/Ken	(3-6-24 Mayor Horrocks) Potential hardship policy for mandatory recycling. Review costs for waste & recycling services.	<i>(5/2/24) Salt Lake City and Spanish Fork City 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>
15	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>
16	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.	<i>(8/14/2024) A soil sample will be taken to determine what chemicals are present in the soil.</i>

17	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>
18	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>
19	Ken	(3-7-23) Staff to identify any items that would qualify for the Community Funding Projects that Congresswoman Maloy recommends.	<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>
20	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>
21	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>(8/14/2024) Ali has identified 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. Work session item to be scheduled for September 2024.</i>
Future Agenda Item Discussion Requests			
22		(9-17-24 Mayor) Update related to 1100 North bridge.	
23		(9-17-24 CM Baskin and Van Langeveld) Discussion on school zones responsibility and authority as well as solutions (review and analysis of safety zones for Center Street, all elementary schools, and sidewalk needs)	<i>(9/26/24) This item has been scheduled for the November 6 City Council meeting.</i>
24	Ken	(8-6-24 CM Baskin) Presentation on A Bolder Way Forward.	<i>(9/11/24) Ken has reached out and extended an invitation for this group to come to a City Council meeting.</i>
25		(7-16-24 CC) Discuss the options for future Liberty Fest celebrations including new venues, security, mitigating risk, reviewing how other cities celebrated similar events.	

26	Ken	(6-18-24 CM Van Langeveld) Future work session to revisit the purpose of the advisory boards including potential to restructure, change scope, and focus. (7-16-24) Staff will put together ideas on City committees with potential to include events, arts, trails and active transportation, health & wellness under one umbrella. Define roles of chair and assigned Councilmember. Prepare changes to code and bylaws as needed.	
27	Sherrie	(6-18-24 CM Knowlton) Future work session to discuss the creation of a Trails Master Plan as part of the General Plan update.	<i>(8/14/2024) The general plan update will contain an updated Parks, trails, and recreation element. Part of that element will include an updated Trails Master Plan Map and implementation strategy to develop a full trails master plan to include a CFP. The Trails subcommittee is working to make recommendations for the updated map and for a proposed CFP for trail improvements. A good example of a trails mater plan and implementation plan (CFP) can be viewed on Bountiful City website: https://www.bountifulutah.gov/trails</i>
28	Ken/Wendy/Heidi	(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. (7-9-24) City Council work session on 7-16-24 will include this item.</i>
29	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>
30	Sherrie/Karyn	(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. (8-6-24 CM Knowlton) Provide update at next meeting and draft agreement soon. (9/17/24 CM Knowlton) Discussion desired related to status update.	<i>(5/22/24)-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>
31	Sherrie	(5-21-2024 CM Knowlton) update on Utah Trails Network next steps. The Hwy 89 side path trail was not funded for 2024. (6-18-2024 CM Knowlton) set up a meeting with UDOT to discuss Highway 89 for the Utah Trails Network.	<i>(5/22/24) 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>
32	David / Jon	(3-23-24 CM Knowlton) Development of City tree planting program for private landowners. (6-18-2024 CM Knowlton)	

		combine two action items related to tree planting program and set up a work session discussion with a proposal for the City Council.	
33	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.	
34	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>(5/24/24) 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>
35	Sherrie	(1-2-24) Work session related to Code changes for the Rip the Strip Program and regulations for street trees.	
36	David/Linda	(12-6-23) Signage for Veterans Memorial Park and Hatch Park (Bamberger marker) back to City Council for review at future meeting.	
37	Sherrie	(10/3/23) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	
38	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>
Completed			



CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: October 1, 2024

SUBJECT: Consideration of Compensation Adjustments for the Eaglewood Golf Course General Manager

RECOMMENDATION

I move that the City Council approve the proposed compensation adjustments for the Eaglewood Golf Course General Manager.

BACKGROUND

This item is action on adjustments in compensation for Tyler Abegglen, Eaglewood Golf Course General Manager. He has requested adjustments which will support his terms of employment in an improved manner. After reviewing his proposals and given his excellent performance as the General Manager, I also support these proposals.

Currently, Tyler's compensation is made up of a base wage and a bonus based upon his performance. When established, the purpose of this system of compensation was to address the large deficit the Golf Enterprise Fund was experiencing prior to 2020. When Tyler was hired, the annual deficit in this fund was averaging between \$300-\$400k. His base pay was established at \$84,000 with a commitment to pay a performance bonus of up to \$75,000 depending upon how much of the deficit could be eliminated (see attached employment agreement). The base pay has increased each year with a Cost of Living Adjustment, but without a merit increase. His base pay in the current fiscal year is \$98,630.

Tyler has been successful from the very beginning of his service in eliminating the deficit in the Golf Enterprise Fund. Indeed, he has increased revenues over expenses each year and has achieved his maximum bonus each year. Today, the entire scope of the Enterprise Fund has expanded to include Tyler's management of the grill, renovation of the clubhouse, the addition of simulators for year-round play, increases in the reception center and high growth in the driving range and golf rounds. He has introduced a heavy advertising emphasis, using social media and advanced pre and post-round marketing techniques to truly enhance the user experience at the Course. I believe that he will achieve

his full bonus every year based upon the current contract and how much the operation has grown over time.

Tyler approached me a long time ago with a couple of difficulties that he is having with his compensation. First, there is a certain vagueness and unpredictability in precisely how the bonus is calculated. It was a well-meaning provision which has worked out for all parties, but we have had disagreements over what should or should not be included in the agreement. Second, there is an element of timing in the calculation and payment to Tyler that is also unpredictable and not very consistent for the purposes of his personal financial planning. Tyler has requested that the solution to most of this issue is to increase the base pay portion of his employment agreement and reduce the bonus side of the agreement.

Heidi Voordeckers and I have evaluated this request and propose the following solution:

- 1) We propose placing Tyler in a Step and Grade between the City Engineer and Finance Director at a Grade 33, Step 16. His base wage would be \$156,355 and the cap at Step 20 is currently \$167,574.
- 2) We propose using audited financial statements to calculate the bonus at 10% of annual operating income with a cap of \$40,000 per year.
- 3) Base wage would change annually with merit and COLA similar to other employees until Step 20.

The proposed solution will provide a much clearer methodology than what we currently do. This allows for Tyler to have the certainty of a base salary and a clear methodology for determining the bonus. In addition, though the base wage increases, the City will still benefit from having an incentive program for Tyler to work towards. Tyler's responsibilities and scope of management have increased a great deal with the addition of the grill and the reception center as a City-managed operation. These functions were previously provided by a third party and were not part of Tyler's direct responsibilities.

The previous methodology of using a complex formula of evaluating the revenues over expenses, together with a set of credits for several operational items now seems overly complex, particularly since the overall size of the Golf Enterprise Fund has increased. Also, it appears to us that, barring a truly catastrophic change in the golf and reception industry, Tyler will now achieve his maximum bonus each year. So, it seems logical to us and to him to try and simplify his compensation arrangement by placing him in a traditional department head salary position while at the same time preserving some level of incentive that is tied to the City's audited financial statements. This allows for far less interpretation and calculation on our part and provides a level of measurement that is far more consistent over time than an individual calculation each year.

The following chart shows the historical audited operating income since 2020:

	2020	2021	2022	2023	2024 (est)
Operating Revenue	1,153,811	2,004,720	2,075,230	2,365,716	3,493,663
Operating Expense	1,522,550	1,598,222	1,876,542	2,380,925	3,250,314
Operating Income (Loss)	(368,739)	406,498	198,688	(15,209)	243,349

It has been a fantastic state of affairs that the Golf Enterprise Fund does not have annual deficits since Tyler began his service. Indeed, the Fund is covering its operating costs and more each year. It is important to note in this regard that the Golf Enterprise Fund also owes the General Fund almost \$3 million from previous debt service payments and deficits. So, it's critically important that we attempt to create excess revenues over expenses so that the Golf Enterprise Fund can begin to pay back the General Fund.

Finally, if the Council approves these changes by motion, then the proposed motion also allows the City Manager to complete amendments to his employment agreement which will implement these changes.

PROPOSED MOTION

I move that the City Council approve the following changes to Tyler Abegglen's employment agreement and authorize the City Manager to make and execute such amendments:

- 1) The Golf Course General Manager's base compensation shall be Grade 33, Step 16 and shall be retroactive to July 1, 2024.
- 2) In addition to the base compensation, the Golf Course General Manager shall be paid a bonus of 10% of the audited annual operating income within the Golf Enterprise Fund with a cap of \$40,000 per year.
- 3) Base wage would change annually with merit and COLA similar to other employees until Step 20.

EMPLOYMENT AGREEMENT

This Employment Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the City of North Salt Lake, a municipal corporation, herein referred to as the "City" and Tyler Abegglen, an individual residing in Spanish Fork, Utah, hereinafter referred to as the "General Manager".

WITNESSETH

WHEREAS, the City has heretofore established the position of Eaglewood Golf Course General Manager in order to increase the quality, professionalism and profitability of Eaglewood Golf Course; and,

WHEREAS, the City and the General Manager desire to enter into this Agreement in order to set forth the mutual understanding of the terms of the General Manager's employment.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties, the City of North Salt Lake and Tyler Ableggen hereby enter into this employment agreement and agree as follows:

1. EMPLOYMENT AND EXTENT OF SERVICES

- a. The City hereby employs the General Manager to perform and carry out the duties and functions of the General Manager beginning on or before June 8, 2020. The General Manager shall, in a careful and professional manner, perform the role of the City's Department Head over the Golf Department and the Golf Enterprise Fund as it is constituted today and as described in any job announcements, descriptions or documents and as further described and amended by the City Manager or the City Council, as needed.

2. COMPENSATION

- a. The City shall pay the General Manager a beginning annual wage of \$84,000.
- b. The City shall pay the General Manager, within ten days of his start of employment, a one-time payment of \$5,000 as an inducement to accepting the conditions and terms of employment in this Agreement.
- c. In lieu of any performance or merit increases, the City shall pay the General Manager a series of bonuses based upon the schedule attached to this Agreement as shown in Exhibit "A".
- d. The General Manager shall receive Cost of Living Adjustments (COLAs) on the same schedule as all other employees in the City, but shall not be entitled to an annual COLA if the City determines that it will not be distributing COLAs to its employees or to its Department Heads in any given year.

- e. The City shall pay the costs of and provide to the General Manager the same benefits provided to all other employees including, but not limited to, health insurance, public employee retirement contributions, deferred compensation retirement contributions, accrual of leave time, reasonable reimbursable expenses as provided by standard City policies and ordinances and any other benefits which may be added or changed from time to time and which apply to all other City employees. A summary of the City's current benefits is attached as Exhibit "B". The General Manager understands and agrees to be subject to changes that the City may make to its employee benefit plans and that nothing in this Agreement obligates the City to provide more or additional benefits to the General Manager above what is provided to all other City employees.
- f. Upon hiring the General Manager shall receive three (3) years of service credit for the purpose of annual vacation accrual.
- g. The General Manager is an exempt employee and is not subject to overtime or compensatory time. As an exempt Department Head, the General Manager shall work as many hours, and not less than forty (40) per week, as needed to successfully accomplish the requirements of the General Manager position. It is expected and understood by both parties that the General Manager will be required to work long hours, particularly during fair weather months, and that no other compensation, other than what is contained in this Agreement is due to the General Manager for his hours worked. In consideration of the excessive number of hours that will be worked without overtime or compensatory time, the City will give the General Manager one-hundred and twenty (120) hours of paid executive leave annually at the end of each golf season to be used by the General Manager in the off-season. This executive leave has no monetary or cash value, will not carry over or accumulate and if unused during the off-season will be forfeit by April 15th each year. At the time of separation of employment, executive leave hours, if any, will not be paid out to the General Manager, but will be forfeit.

3. TERMINATION OF EMPLOYMENT

- a. Because the General Manager is a Department Head of the City, the Governing Body of the City may terminate the General Manager's employment at any time and for any reason.
- b. This Agreement is made and entered into for a period of seven (7) years, notwithstanding the City's reservation of its right to terminate the employment of the General Manager as described in 3(a) above.

4. MISCELLANEOUS ISSUES

- a. The City agrees to pay the reasonable costs of the General Manager for professional dues and membership fees for associations which the General

Manager would normally be a part of in order to carry out his duties and maintain and improve Eaglewood Golf Course.

- b. The General Manager shall be deemed to be an employee of the City and shall, unless otherwise provided for in this Agreement, be subject to all City ordinances and provisions of the City's adopted Personnel Policies and Procedures Manual.
- c. The General Manager shall abide by the City Code and all other applicable legislation pertaining to public employees and any conflict of interest or any other applicable ethics standards.
- d. No condition of this Agreement may be waived except with the express written consent of the parties. This Agreement may be amended from time to time in writing when signed by the parties hereto.
- e. This Agreement shall inure to the benefit of, and be binding upon, the City and the General Manager and their respective heirs, officers, representatives or successors in interest. The General Manager's rights in this Agreement are personal and may not be assigned.

Approved this 14th of May, 2020

City of North Salt Lake

General Manager


Ken Leetham, City Manager

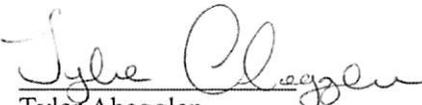

Tyler Abegglen

EXHIBIT "A"

BONUS SYSTEM

In lieu of performance or merit increases, the City and General Manager agree to the following system of bonuses, which is based upon reducing the City's fiscal year deficit (subsidy) in the Golf Course Enterprise Fund:

- 1) For every dollar of reduction in the first \$100,000 of deficit reduction, the General Manager shall receive 10% of the amount reduced up to \$10,000.
- 2) For every dollar of reduction in the second \$100,000 of deficit reduction, the General Manager shall receive 15% of the amount reduced up to \$15,000.
- 3) For every dollar of reduction in the third \$100,000 of deficit reduction, the General Manager shall receive 20% of the amount reduced up to \$20,000.
- 4) For every dollar of profit made between \$0 and \$100,000, the General Manager shall receive 25% of the amount of profit up to \$25,000.

ASSUMPTIONS AND CLARIFICATIONS

- 1) The General Manager's performance for the purpose of calculating a bonus is measured from a benchmark annual deficit in the Golf Enterprise Fund and is defined herein as \$300,000.
- 2) The incentive system, based upon benchmarks for measurable business activities, will as much as possible include operational costs. Measures excluded from this incentive system include long-term capital projects or capital debt and depreciation which the City is required to account for, but which does not represent cash losses. Long-term capital projects may include, but are not limited to, significant overhaul and replacement of the irrigation system, significant repairs to the building such as roof replacement, concrete or railing replacements, parking lot or cart path replacement or other major renovations that are required from wear and tear, but which generally have a life longer than ten years or a cost greater than \$20,000. Also excluded from the calculation of operational costs for the purpose of calculating the General Manager's bonus are any bonus payments made to the General Manager in the previous fiscal year.
- 3) Incentives can be achieved through efficient cost cutting that does not reduce levels of service or quality of the golf course. For example, if the General Manager reduces costs by more effectively scheduling employees in a way that allows him to cut part-time positions while still providing complete service levels, those savings may be included in the incentive system. However, cutting costs by reducing services such as providing less mowing, fertilizing and water usage or other cost-reducing measure which will likely reduce the overall quality of the golf course will not be considered a reduction in the fiscal year deficit for the purposes of calculating the General Manager's bonus.

- 4) Actions taken by the City of North Salt Lake such as wage freezes or freezing of spending or other actions taken by the Governing Body shall not generally be counted towards the General Manager's performance in reducing the deficit.
- 5) Annual bonuses, if any, shall be calculated not later than September 15th for the fiscal year ending on the preceding June 30th. Bonus payments shall be divided and distributed through regular bi-weekly payroll and shall not be paid out in a lump sum manner.

EXHIBIT "B"

City of North Salt Lake
Summary of Benefits

Health Insurance – The City offers health and dental insurance for employees, spouses and dependent children through PEHP Advantage Network. This is a high-deductible HSA plan and the City contributes \$4,400 annually (pro-rated to the hire date) to employee’s HSA accounts and provides an additional incentive for employees to contribute through health awareness activities and matching so that employees can meet their \$5,000 annual out of pocket expenses (family benefit). Employees can also voluntarily pay for additional insurance for vision care.

401k Benefit – The City currently contributes 5% of an employee’s gross salary to a 401k or 457k qualified retirement plan through the Utah Retirement System. The City also participates in the Utah Retirement System at contribution rates established by State law.

Life Insurance – A life insurance policy of \$75,000 is provided to all employees at no cost and additional life insurance for employees, spouses and dependent children is also available through Lincoln Financial Group.

Holiday Pay – The City provides ten (10) paid holidays at 10 hours per holiday due to being on a 4/10 work schedule for all full-time employees.

Sick and Vacation Leave – Sick leave is provided at a rate of 3.07 hours per pay period (26 periods per year) and Vacation leave is provided on the following schedule:

<u>LENGTH OF SERVICE</u>	<u>FULL-TIME VACATION HOURS ACCRUED</u>
Start date to 2 years	3.07 hours per pay period or 80 hours per year
2 plus - 5 years	3.7 hours per pay period or 96 hours per year
5 plus - 10 years	4.62 hours per pay period or 120 hours per year
10 plus - 15 years	5.54 hours per pay period or 144 hours per year
15 plus - 20 years	6.15 hours per pay period or 160 hours per year
20 plus	6.77 hours per pay period or 176 hours per year

FW: Budget Numbers for Special Events



Ken Leetham
To Wendy Page



9:54 PM

Subject: Budget Numbers for Special Events

Here are budget numbers out of the Special Events category in the City's General Fund Budget:

Parks and Arts Board:	\$10,000
5k Run:	\$ 5,000
Liberty Fest:	\$135,000
Senior Lunch Bunch:	\$11,000
YCC and Scholarship:	\$15,000
Misc. Council Events:	\$ 1,000
Easter Egg Dash:	\$ 2,500
Photo Contest:	\$ 1,000
NSL Reads:	\$ 1,000
Kite Festival:	\$ 2,000
Halloween Bash:	\$ 1,500
Food Truck Vendor Fair:	\$ 500
Wint erfest:	\$ 8,000
Get to the River:	\$ 2,700
Unity in the Community:	\$ 3,000*
Total	\$199,200

*3 events in this category

Ken

Location of school zones, crossing guards and any mechanical devices used to stop or manage traffic, if any, related to Orchard Elementary

Existing Traffic Controls: (as identified in SNAP plan)

Center Street and Main Street – 4-way stop sign
Center Street and HWY 89 – 4 way traffic light
Center Street and Orchard Drive – 4 way traffic light
Center Street and Valley View/350 East – 2 way stop sign
Eaglewood Drive and Foxhill Road – 2 way stop sign

Existing School Crosswalk Zones with guards:

Center Street and Highway 89
Center Street and Orchard Drive

Existing Warning Signs:

Northbound Orchard Drive:

1. School Advance Crossing Assembly
2. School Crossing Assembly (at crosswalk on south side of intersection)

Center Westbound:

1. School Advance Crossing Assembly
2. School Crossing Assembly (at crosswalk on east side of intersection)
3. Watch Children (at driveway to school)

Southbound Orchard Drive:

1. School Advance Crossing Assembly
2. School Crossing Assembly (at crosswalk on north side of intersection)

Center Eastbound:

1. Watch Children (prior to parking areas on south side)
2. School Advance Crossing Assembly
3. School Crossing Assembly (at crosswalk on west side of intersection)

Northbound US Highway 89:

1. School Advance Crossing Assembly
2. School Crossing Assembly (at crosswalk on north side of intersection)

Southbound US Highway 89:

1. School Advance Crossing Assembly
2. School Crossing Assembly (at crosswalk on north side of intersection)



City of
NORTH SALT LAKE

CITY COUNCIL
Work Session

October 1, 2024
6:00 p.m.

CITY EVENTS 2024



2025 IMPORTANT DATES - MINUS EVENTS (TENTATIVE)

EVENT	DATE	LOCATION	WHO'S RESPONSIBLE	NOTES
Christmas Tree Pick Up	Jan. 6-10, 2025	All City	PW (Ace Disposal)	<i>Confirmed with Ace</i>
Spring Rec Soccer League	Mid-April to Mid-May	?	Rec	<i>Saturday mornings</i>
Spring Clean Up	May 16-18, 2025	Public Works Bldg	PW	<i>Drop off at PW building.</i>
Splash Pad On	Sat. May 24, 2025	Legacy Park	PW Parks	<i>Memorial Day Weekend</i>
Summer Recreation Classes Session 1	June 2-20, 2025	?	Rec	<i>Mornings</i>
Summer Recreation Classes Session 2	July 7-25, 2025	?	Rec	<i>Mornings</i>
Splash Pad Last Day	Mon. Sept. 1, 2025	Legacy Park	PW Parks	<i>Labor Day Weekend</i>
Fall Rec Soccer League	Mid-Sept. to Mid-Oct.	?	Rec	<i>Saturday mornings</i>
Get to the River Event	Sat. Sept. 13 or 20, 2025	SLC to Porter's Landing NSL	Staff - (CD/Comms)	<i>w/ Jordan River Comm. & Davis Co</i>
Fall Clean-Up <i>(move to Oct. for 2025)</i>	Oct. 10-12, 2025	Public Works Bldg	PW	<i>Yearly 2nd weekend in Oct.</i>
Senior Lunch Bunch	2nd Wed. 11:00 am	City Hall	Staff	<i>Monthly on the 2nd Wednesday</i>
PUBLIC MEETINGS - City Council	1st & 3rd Tues. 7:00 pm*	City Hall		<i>*Work Session 6pm. Regular Session 7pm</i>
Planning Commission	2nd & 4th Tues. 6:30 pm	City Hall		
Health and Wellness Committee	2nd Mon. 6:30 pm	City Hall		
Parks and Arts Board	4th Tues. 6:00 pm	PW building		



2025 CITY EVENTS FOR REVIEW

EVENT	DATE	LOCATION	WHO'S RESPONSIBLE	NOTES
NSL Reads Essay Contest & Author Night	TBD	City Hall	Parks & Arts	
Easter Egg Dash	Sat. April 19, 2025	Hatch Park	YCC (& some staff)	<i>Sat. before Easter</i>
Trail Clean-up: Purge the Spurge	Sat. April 12, 2025	Wild Rose	Parks and Arts	<i>Must be done April-May</i>
Food Trucks Opening Night	Mon. April 14, 2025	Legacy Park	TFTL	<i>Every Mon. thru 9/29/25</i>
Arbor Day Tree Planting	Sat. April 26, 2025	Legacy park	Staff	<i>Sat. near National Arbor Day (4.25.25)</i>
Kite Festival	Sat. May 10, 2025	Tunnel Springs	Parks & Arts	<i>Sat. in May</i>
Golden Spoke Bike Ride <small>(City not always involved)</small>	TBD	Legacy Park	Parks & Arts/staff	<i>with WFRC & JRC</i>
Vendor Fair Begins	Mon. June 2, 2025	Legacy Park	Staff (Angie)	<i>Mon. w/food trucks</i>
Trail Clean- up: National Trails Day	Sat. June 7, 2025	TBD	Parks and Arts	<i>1st Saturday in June</i>
Unity in Community Pride Event	TBD	Legacy Park	Health & Wellness	<i>Mon. w/food trucks</i>
Unity in Community Juneteenth	TBD	Legacy Park	Health & Wellness	<i>Mon. w/food trucks</i>
Liberty Fun Fair Races/VB	Sat. June 28, 2025	Legacy Park	Staff & NSL Rec	<i>Sat. before the 3rd of July</i>
Eaglewood Auto Fest	Wed. July 2, 2025	Eaglewood GC	Staff	<i>July 2nd when possible</i>
Liberty Fest Celebration	Thurs. July 3, 2025	Eaglewood GC	Staff	<i>July 3rd when possible</i>
Night Out Against Crime & Health Fair	Thurs. Aug. 7, 2025	Legacy Park	NSLPD and H & W	<i>Thurs. close to National Night Out</i>
Trail Clean-up: 9/11 Day of Service	Sat. Sept. 6, 2025	TBD	Staff	<i>Sat. before 9/11</i>
NSL Photo Contest (Aug-Sept?)	TBD	On-line only	Parks & Arts	<i>on-line contest-no event</i>
Family Golf Scramble	TBD	Eaglewood GC	Tyler / Eaglewood	
Oktoberfest at Eaglewood	TBD	Eaglewood GC	Tyler / Eaglewood	
Unity in Community Latino Heritage	TBD	Legacy Park	Health & Wellness	<i>Mon. w/food trucks</i>
Food Trucks & Vendor Fair Last Night	Mon. Sept. 29, 2025	Legacy Park	TFTL and Staff	
Halloween Trot & Treat Spooktacular	Sat. Oct. 25, 2025	Hatch Park	Parks & Arts	<i>Sat. before Halloween</i>
Winter Lights Fest	Mon. Dec. 1, 2025	City Hall	Staff, Parks & Arts	<i>Mon. after Thanksgiving</i>
Breakfast with Santa at Eaglewood	Sat. Dec. 13, 2025	Eaglewood GC	Tyler / Eaglewood	

PARKS, TRAILS, ARTS, &
RECREATION ADVISORY BOARD
RECOMMENDATIONS

North Salt Lake Mural Program Proposal

City Council Work Session

October 1, 2024



Background

- Many Utah cities have mural/public art grant programs
- Community Interest in North Salt Lake led the PTAR Advisory Board to investigate the Discover Davis Mural Program
- Requirements and timeframes made submitting a 2024 application unfeasible
- The Parks, Trails, Arts, and Recreation Advisory Board recommend the City creates a mural program to prepare for the 2025 Discover Davis grant opportunity.



Discover Davis Mural Grant Program Overview

Discover Davis, the destination marketing brand for Davis County Tourism and Events (Discover Davis) recognizes the economic impact that the arts brings to a community. It offers a valuable local and visitor experience that drives people to areas and adds a sense of place in our community.

This program is intended to increase the number of public murals displayed on the outward walls of buildings within Davis County.

The ultimate goal is to be able to organize a Mural Tour map within Davis County and support our communities in beautifying their areas.



Eligibility and Requirements

- Must be submitted by a private business owner or city
- A rendering of the mural must be approved by Discover Davis prior to work commencing
- Cities can submit and be awarded multiple grants per year, while businesses are only allowed to be awarded one
- Grant funds must be matched by a business, artist, or city
- Murals must be on an exterior wall (outdoors)



Application Review Criteria

- Engaging the Community (40 pts)
 - Will the mural draw locals and tourists to the artwork and encourage pictures and social media posts?
 - Is the proposed mural appealing and does it highlight positive images that complement the community and tourism assets?
- Beautification (25 pts)
 - Will the proposed mural add beautification and complement the area and surrounding businesses?
 - Does the applicant have a dependable plan in place for the upkeep of the mural and costs associated?
- Location of Mural (25 pts)
 - Is the proposed mural location in a high traffic area?
 - Is the proposed location easily accessible?
- Creates Partnerships (10 pts)
 - Does the project involve multiple partners, including either a City, business or local artist?

**Applications must score over 75 points to be considered for funding.*



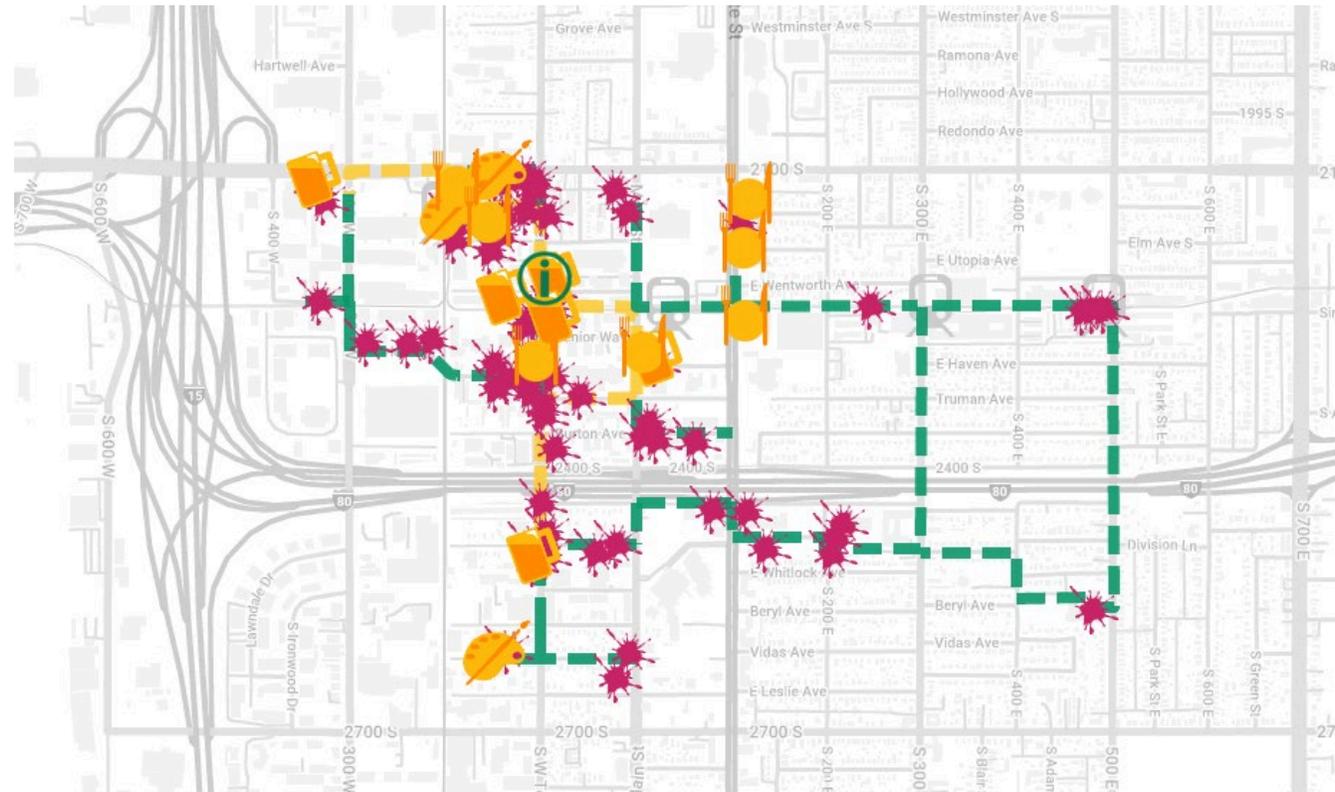
Previously Funded Murals

- Pedestrian tunnel under Main Street on the Farmington Creek Trail (Farmington)
- Bountiful Book Garden (Bountiful)
- Young Powersports (Layton)
- Bountiful Davis Art Center (Bountiful)
- Syracuse Regional Museum (Syracuse)



South Salt Lake Mural Fest

Mural Fest's annual self-guided event adds character to the Creative Industries Zone in South Salt Lake and helps unite the community. Maps show paths that included both murals and local businesses. Throughout the year, individuals and groups such as the University of Utah have hosted bike tours of South Salt Lake's murals.



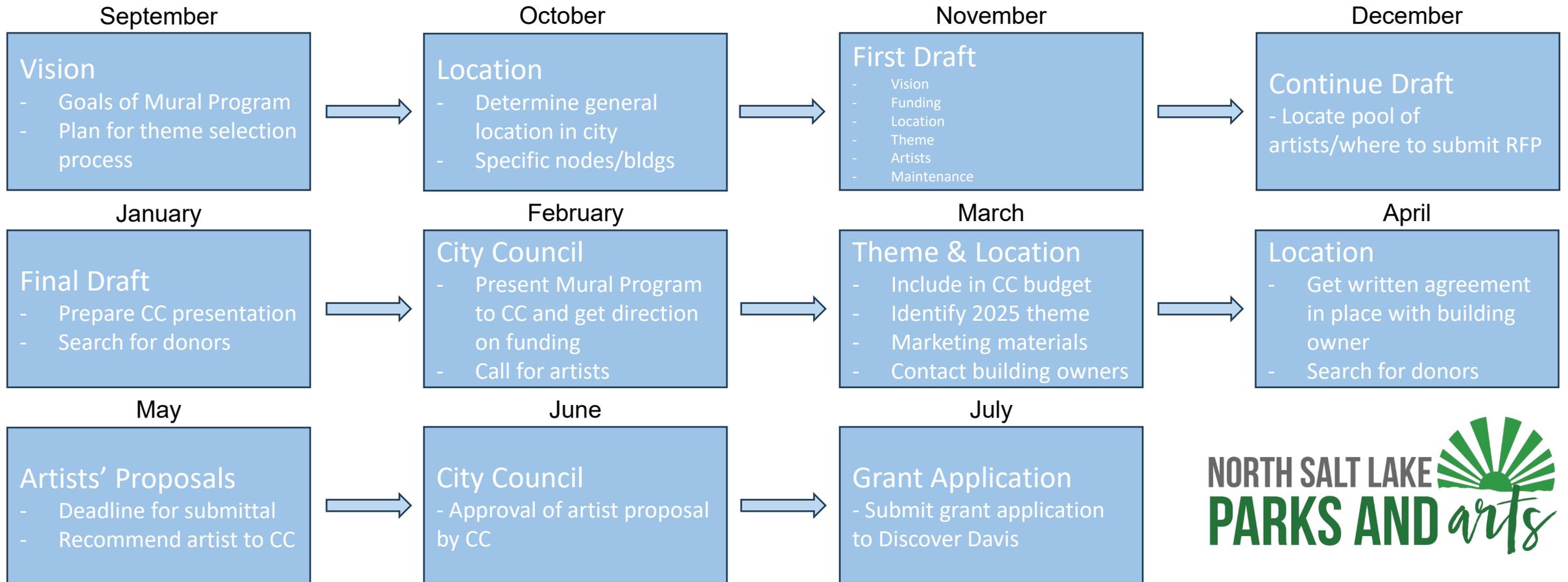
City Mural Grant Opportunities

Once a mural program is created, grant opportunities can be explored:

- Sponsorships
- Partnerships with building owners
- Davis County Mural Grant Program

City Mural Program Development

This chart is just an estimate and will need to be adjusted now that September is over.



Parks, Trails, Arts, and Recreation Advisory Board Recommendation

Authorize City staff to develop a mural program in-house to prepare for the 2025 Discover Davis grant opportunity and additional opportunities.

Thank You!





Advancing Our Trails



**City of North
Salt Lake**

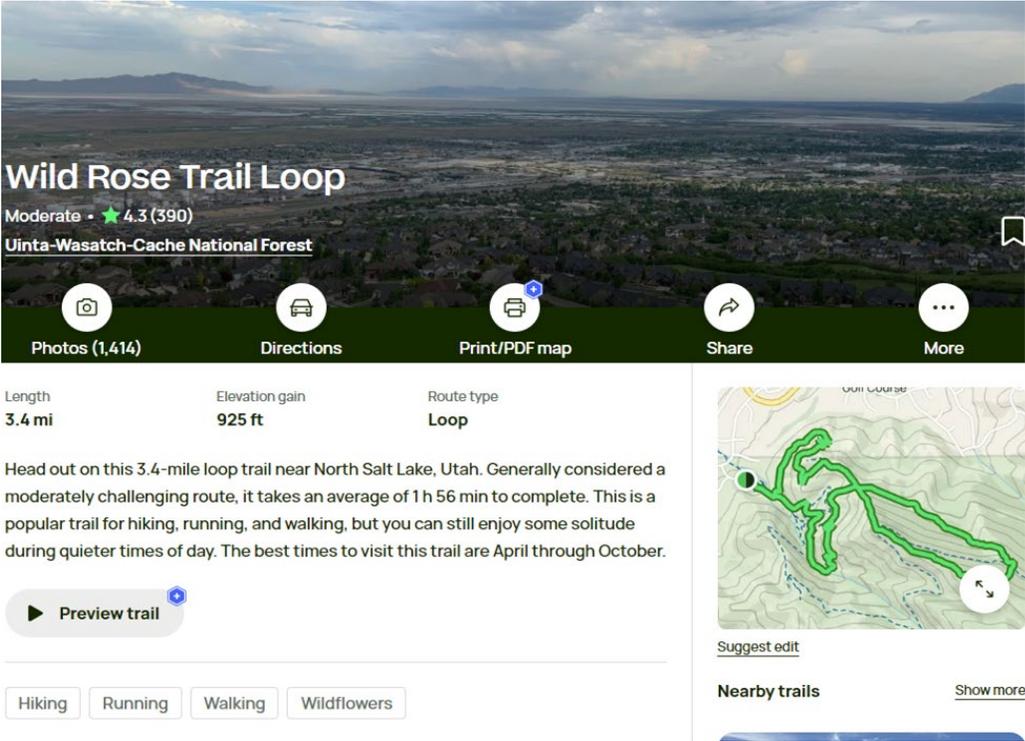
City Council Work
Session

October 1, 2024
6:00 pm

The Wild Rose Trail system is a cherished asset that connects us to the natural beauty of the foothills and the Bonneville Shoreline Trail. To ensure these trails continue to serve our community effectively and to plan for future growth, we propose the creation of a Trails Master Plan.

Existing Trail Network

- Unpaved Trails: 9.28 miles
- Downhill Flow Mountain Bike Trails: 0.74 miles



Wild Rose Trail Loop
Moderate - ★ 4.3 (390)
Uinta-Wasatch-Cache National Forest

Photos (1,414) Directions Print/PDF map Share More

Length: 3.4 mi Elevation gain: 925 ft Route type: Loop

Head out on this 3.4-mile loop trail near North Salt Lake, Utah. Generally considered a moderately challenging route, it takes an average of 1 h 56 min to complete. This is a popular trail for hiking, running, and walking, but you can still enjoy some solitude during quieter times of day. The best times to visit this trail are April through October.

▶ Preview trail

Hiking Running Walking Wildflowers

[Suggest edit](#)

Nearby trails [Show more](#)

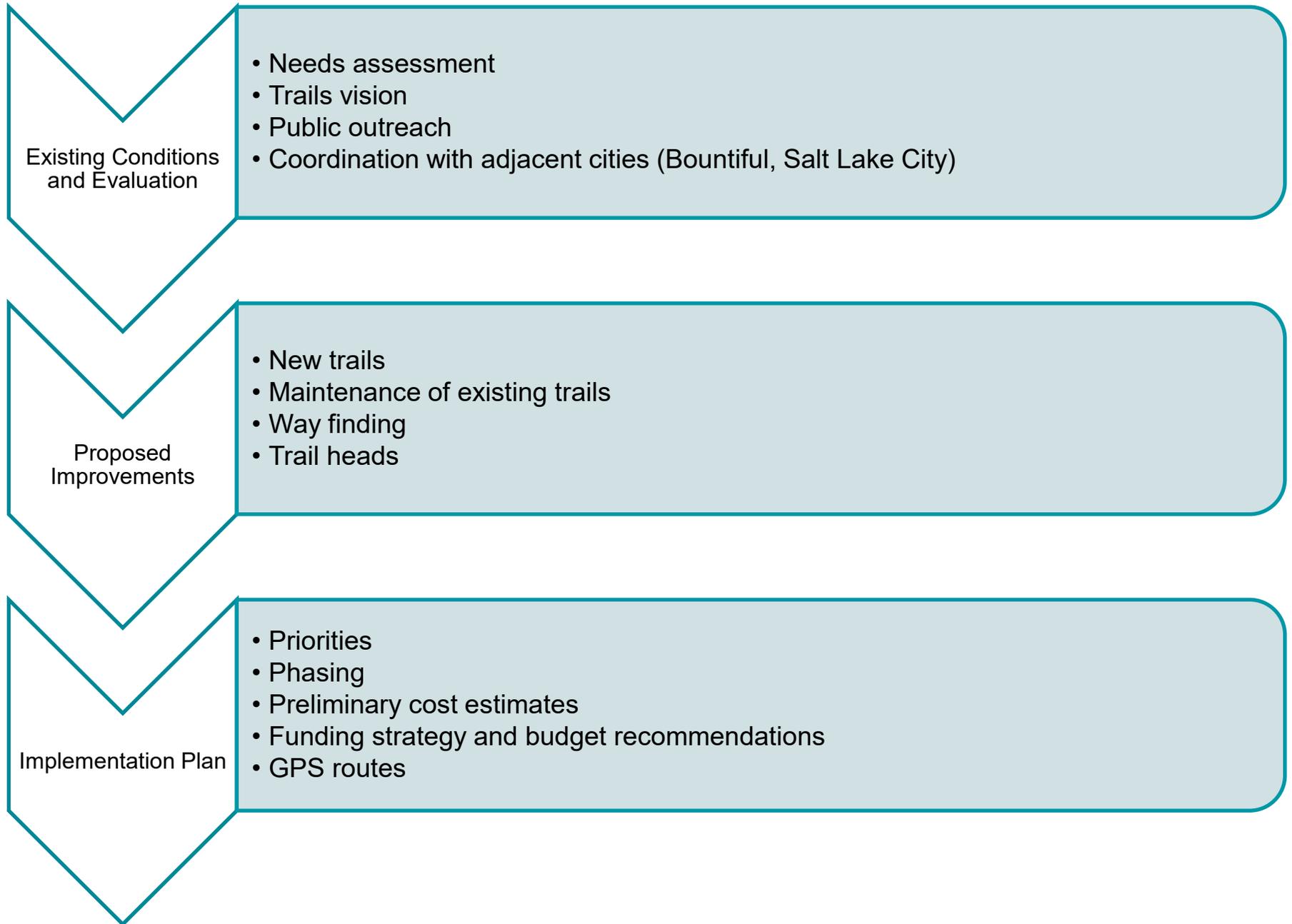


The Trails Vision (Unpaved)

- Permit/reroute/close unsanctioned and unsafe trails
 - Erosion
 - Steep grades
 - Switchbacks
 - User conflicts
- Refresh and mitigate degradation of existing trails
- Connect new unpaved trails to existing ones
 - Wild Rose to Bonneville Shoreline Trail
 - Wild Rose to Tunnel Springs
- Upgrade wayfinding signage and maps
- Explore possible new trailheads
- Trail maintenance



Trails Plan Contents



Bountiful Masterplan

Legend

Bountiful TIP Trails

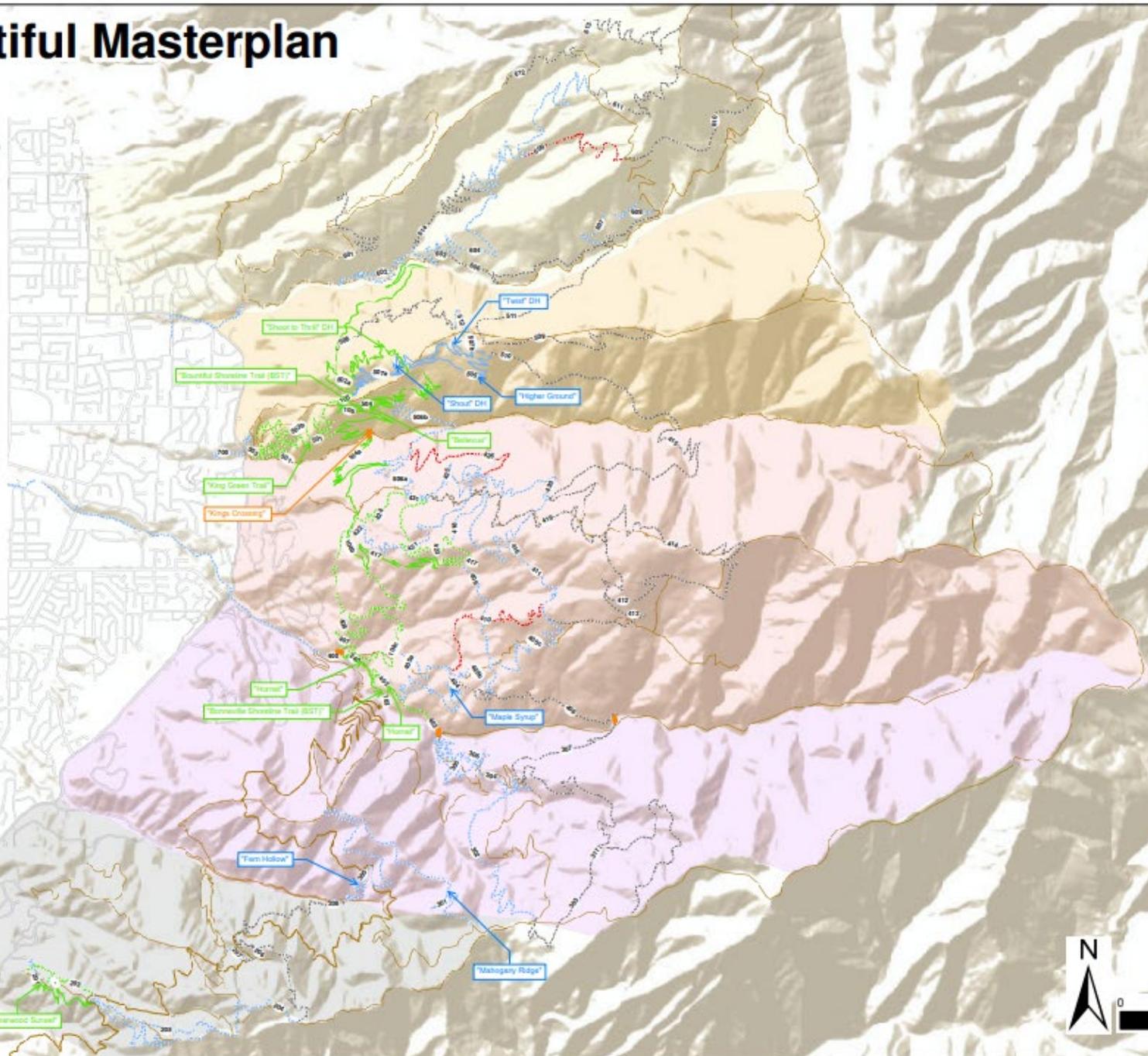
- BLU
- GRN
- RED
- ORG
- PUR
- - - PROPOSED

Existing Trails

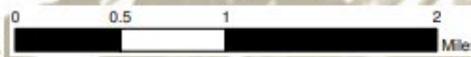
- Abandon
- ADAPT
- Enhance Maint.
- No Action
- Re-Route
- RPT

Areas

- 1
- 2
- 3
- 4
- 5
- 6



ID	Difficulty	TYPE	STYLE	DIR	USE	USE	Len	Mile	Priority
500	GRN	SEL	TRD	B	HQHK	HQHK	0.24	0.24	1b
505	GRN	SEL	TRD	UP	MALT	MALT	2.25	2.25	1a
506	GRN	SEL	TRD	UP	MALT	MALT	1.63	1.63	1a
508	GRN	SEL	TRD	UP	HQHK	HQHK	1.00	1.00	1a
509	BLU	SEL	CLX	B	HQSK	HK	0.13	0.13	4
509	GRN	SEL	MCO	DOWN	MFS	HQHK	0.72	0.72	3b
509	BLU	SEL	TRD	B	MALT	MALT	2.12	2.12	1b
509	BLU	SEL	TRD	DOWN	MALT	MALT	1.53	1.53	1b
509	BLK	SEL	TRD	B	HQHK	HQHK	1.59	1.59	1b
507	BLU	SEL	TRD	B	MALT	MALT	0.52	0.52	1c
509	BLK	SEL	TRD	B	HQHK	HQHK	1.00	1.00	1c
540	GRN	SEL	TRD	B	HQHK	HQHK	0.42	0.42	1b
500	BLU	SEL	MCO	B	MFS	HQHK	1.83	1.83	1b
505	BLU	SEL	MCO	B	MFS	HQHK	1.96	1.96	1b
509	BLU	SEL	TRD	B	HQHK	HQHK	1.63	1.63	1c
509	BLK	SEL	TRD	B	HQHK	HQHK	2.72	2.72	1c
509	BLU	SEL	MCO	DOWN	HK	HQHK	0.60	0.60	1b
509	BLU	SEL	MCO	DOWN	MFS	HK	1.53	1.53	1b
509	BLU	SEL	CLX	B	HK	HK	1.13	1.13	1b
507	BLK	SEL	TRD	B	HQHK	HQHK	1.54	1.54	1c
511	BLK	SEL	TRD	B	HQHK	HQHK	1.78	1.78	1c
500	BLU	SEL	MCO	DOWN	MFS	HQHK	0.25	0.25	1b
509	GRN	SEL	TRD	B	MALT	MALT	0.49	0.49	1c
509	GRN	SEL	MCO	B	MFS	HQHK	0.46	0.46	1b
509	BLU	SEL	MCO	B	MFS	HQHK	0.56	0.56	1b
509	BLU	SEL	MCO	B	MFS	HQHK	1.44	1.44	1b
509	BLK	SEL	TRD	B	HQHK	HQHK	1.49	1.49	1b
507	GRN	SEL	TRD	DOWN	MFS	MFS	1.05	1.05	1b
509	GRN	SEL	TRD	DOWN	MFS	MFS	0.77	0.77	1c
509	BLU	SEL	TRD	B	HQHK	HQHK	0.75	0.75	1b
510	ORGLK	SEL	TRD	DOWN	MFS	MFS	1.46	1.46	1c
511	BLU	SEL	TRD	B	HQHK	HQHK	0.66	0.66	1c
512	BLK	SEL	TRD	B	HQHK	HQHK	1.59	1.59	1c
513	BLK	SEL	TRD	B	HQHK	HQHK	1.52	1.52	1c
514	BLK	SEL	CLX	B	MALT	MALT	1.84	1.84	1c
515	BLK	SEL	CLX	B	MALT	MALT	2.11	2.11	1c
416	BLU	SEL	TRD	B	MFS	MFS	1.57	1.57	1b
417	GRN	SEL	TRD	B	MFS	MALT	1.45	1.45	1b
417	GRN	SEL	TRD	B	MFS	MALT	0.68	0.68	1b
417	GRN	SEL	TRD	B	MFS	MALT	0.60	0.60	1b
418	BLU	SEL	TRD	B	MFS	MFS	0.59	0.59	1b
419	BLK	SEL	CLX	B	MALT	MALT	1.94	1.94	1c
420	BLU	SEL	MCO	DOWN	HK	HK	1.03	1.03	1b
420	BLU	SEL	MCO	DOWN	HK	HK	1.68	1.68	1b
420	BLU	SEL	JAP	DOWN	MFS	MFS	0.80	0.80	1b
420	GRN	SEL	TRD	DOWN	MFS	MFS	0.66	0.66	1b
424	GRN	SEL	TRD	DOWN	MFS	MFS	1.51	1.51	1b
425	BLK	SEL	TRD	B	HQHK	HQHK	1.92	1.92	1b
425	ORGLK	SEL	TRD	DOWN	MFS	MFS	1.52	1.52	1b
429	BLU	SEL	CLX	B	HK	HK	0.07	0.07	3b
500	BLU	SEL	CLX	B	HK	HK	0.28	0.28	1b
500	GRN	SEL	MCO	B	MFS	HQHK	1.53	1.53	1b
500	GRN	SEL	MCO	DOWN	HK	HK	0.45	0.45	1b
500	GRN	SEL	MCO	B	HK	HK	2.16	2.16	1c
505	BLU	SEL	MCO	B	HK	MFS	1.35	1.35	1c
508	BLK	SEL	MCO	DOWN	HK	MFS	1.68	1.68	1b
509	BLK	SEL	TRD	B	HQHK	HQHK	1.43	1.43	1c
510	BLK	SEL	TRD	B	HQHK	HQHK	1.43	1.43	1c
511	BLK	SEL	TRD	B	HQHK	HQHK	1.52	1.52	1c
512	BLU	SEL	MCO	DOWN	HK	MFS	0.54	0.54	1b
609	BLK	SEL	CLX	B	MCO	MCO	1.32	1.32	1b
609	BLU	SEL	TRD	DOWN	HQHK	HQHK	0.79	0.79	4
609	BLU	SEL	TRD	DOWN	HQHK	HQHK	0.58	0.58	1c
609	BLU	SEL	MCO	DOWN	MFS	HQHK	1.52	1.52	1b
606	BLK	SEL	TRD	B	HQHK	HQHK	1.54	1.54	1c
607	BLU	SEL	TRD	DOWN	MCO	MALT	0.46	0.46	1c
608	BLU	SEL	TRD	DOWN	MCO	MALT	0.59	0.59	1c
608	ORGLK	SEL	TRD	DOWN	MFS	MFS	1.53	1.53	1c
610	BLK	SEL	TRD	DOWN	MCO	MALT	1.10	1.10	1c
611	BLK	SEL	MCO	B	HK	MALT	1.39	1.39	1c
613	BLK	SEL	CLX	B	MCO	MALT	0.74	0.74	1c
613	BLK	SEL	TRD	B	HK	HQHK	1.61	1.61	4
614	BLK	SEL	DOWN	B	HK	HK	1.41	1.41	1c
700	BLU	SEL	MCO	B	HQHK	HK	0.26	0.26	1c
1004	GRN	SEL	TRD	B	MALT	MALT	1.82	1.82	1a
1004	GRN	SEL	TRD	B	MALT	MALT	0.44	0.44	1b
1004	GRN	SEL	TRD	B	MALT	MALT	1.44	1.44	1a
4004	BLU	SEL	TRD	B	MALT	MALT	0.75	0.75	1c
4004	BLU	SEL	TRD	B	MALT	MALT	0.69	0.69	1b
4004	BLU	SEL	TRD	B	MALT	MALT	1.17	1.17	1c
5000	GRN	SEL	B	B	B	B	0.08	0.08	1b
5024	GRN	SEL	MCO	DOWN	HK	MFS	1.67	1.67	1c
5024	GRN	SEL	MCO	DOWN	HK	SEL	1.73	1.73	1b
5004	BLU	SEL	TRD	B	HQHK	HQHK	0.64	0.64	1b
5004	BLU	SEL	TRD	B	HQHK	HQHK	1.58	1.58	1b
5074	BLU	SEL	MCO	DOWN	HK	MFS	1.46	1.46	1c
5074	BLU	SEL	MCO	DOWN	HK	MFS	1.52	1.52	1c
6104	BLU	SEL	TRD	B	MALT	HK	0.54	0.54	1
6104	BLU	SEL	TRD	B	MALT	HK	0.07	0.07	4
6104	BLU	SEL	TRD	B	MALT	HK	0.03	0.03	4
6104	BLU	SEL	TRD	B	MALT	HK	0.05	0.05	4
6104	BLU	SEL	TRD	B	MALT	HK	0.05	0.05	4
6104	BLU	SEL	TRD	B	MALT	HK	0.14	0.14	4
6104	BLU	SEL	TRD	B	MALT	HK	0.03	0.03	4
6104	BLU	SEL	TRD	B	MALT	HK	0.05	0.05	4



North Salt Lake City Trails Master Plan

- Estimated cost:
 - \$30K to \$50K
 - Prepared by consultants who specialize in unpaved trail planning and design
- Outdoor Recreation Planning Assistance (ORPA)
 - Staff assistance, non-monetary
- Rivers, Trails, and Conservation Assistance Program (RTCA)
 - Staff assistance, non-monetary

Once a plan is in place, there are multiple funding sources for funding the implementation of the plan

Thank you!



PEDESTRIAN SAFETY
Orchard Elementary School

How Does a Student Neighborhood Access Program (SNAP) Get Started?

Starts with a School Traffic Safety Committee

Principal

Vice-Principal

School Community Council Chair

PTA President

Plan Includes:

Inventory checklist of existing traffic controls, school crossing with and without guards, Narrow School Routes, and missing sidewalks

Map of walking routes

Text describing access routes, site plan, recommendations

How Does a Student Neighborhood Access Program (SNAP) Get Started?

Review by the school's Community Council

- Made up of four parents or guardian members

- Four school employees, including the Principal

- School Community Council may also determine the size and makeup of the Council

- Required, among many other duties, to review the SNAP plan

Plan review by the District:

- Every school district is required to have a Traffic Safety Committee

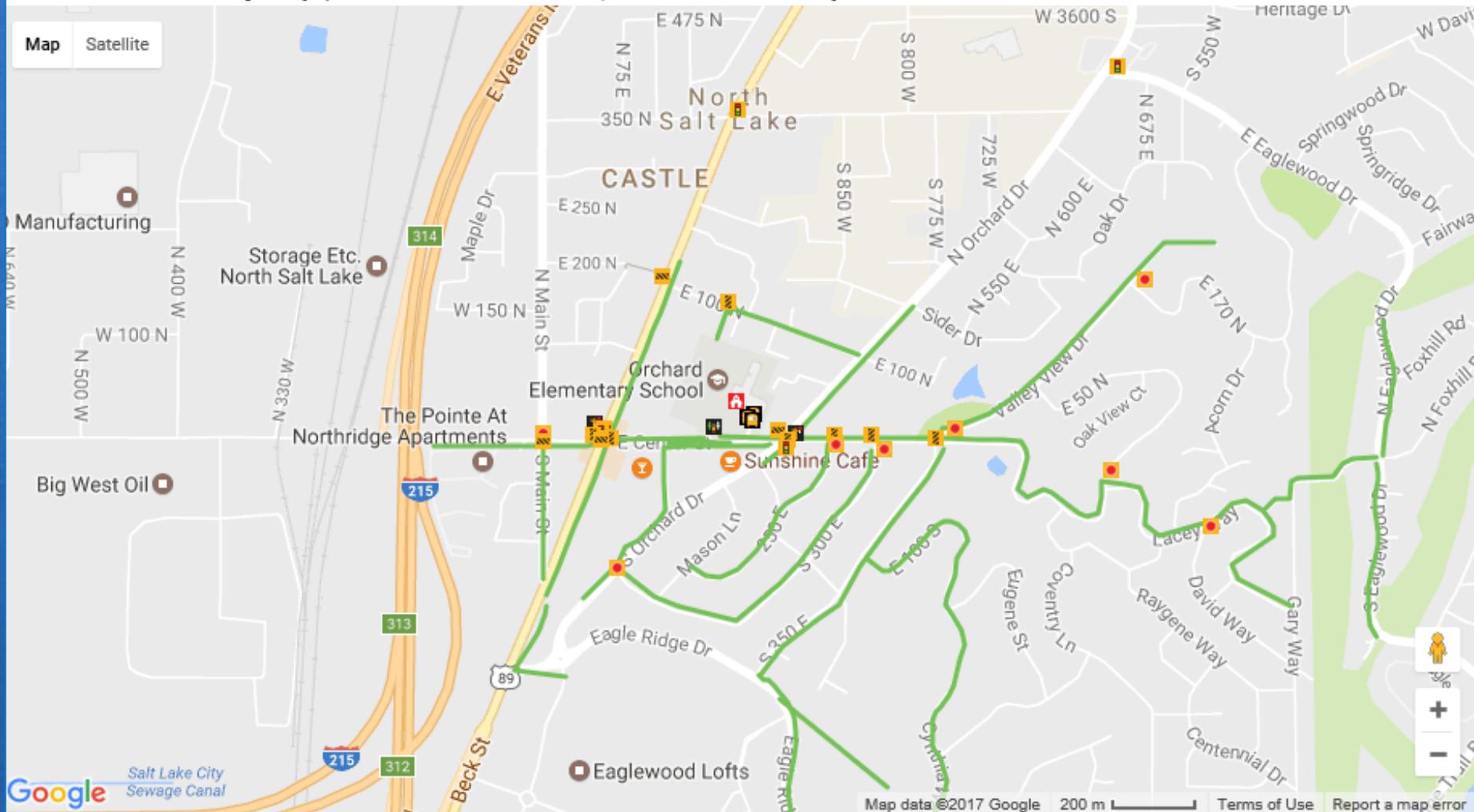
- SNAP plans are then reviewed by the district TSC and submitted to UDOT

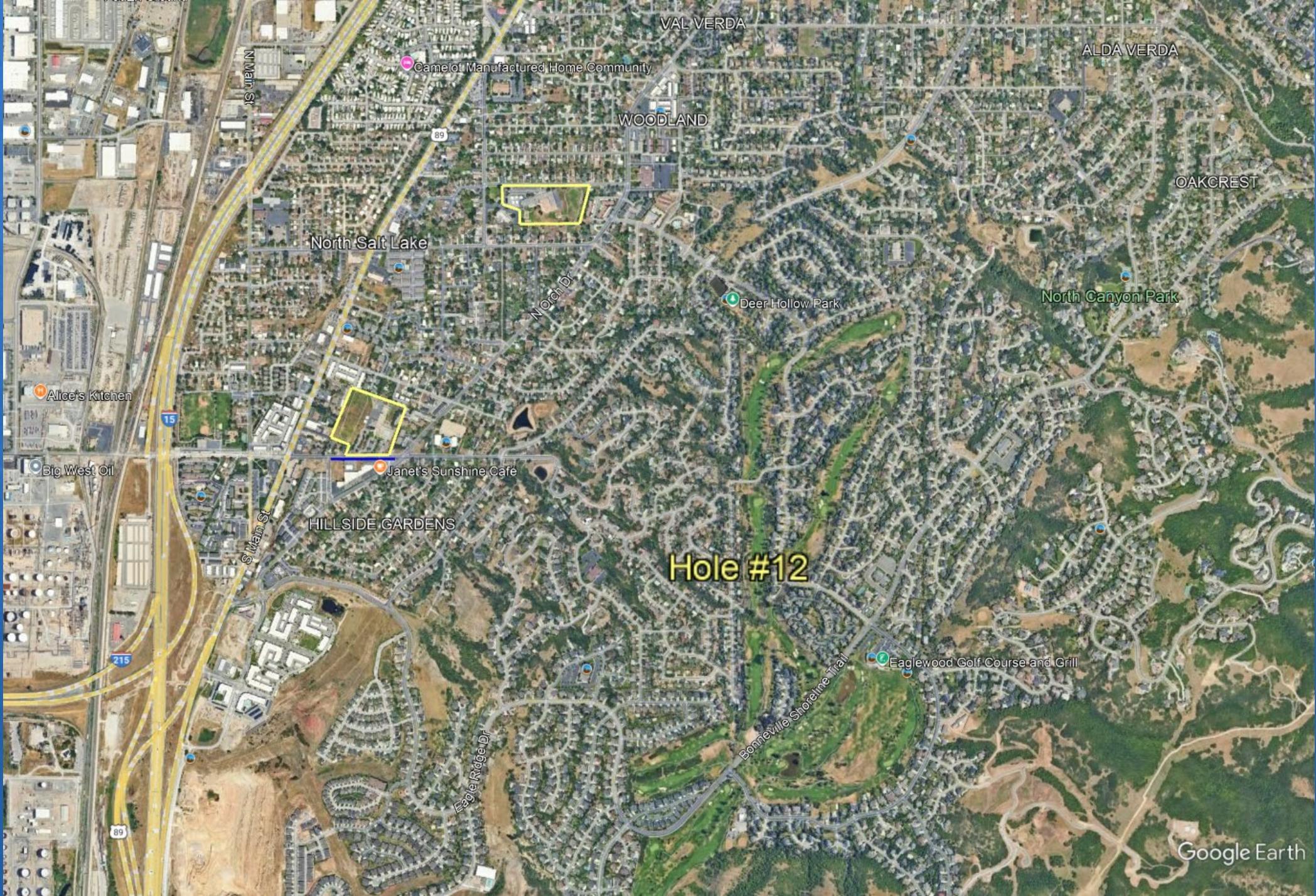
SNAP plans must also be sent to the parents or guardians at the beginning of the school year

Elementary schools shall, as a minimum, present a traffic safety program to its students annually. This program shall include instruction on safe pedestrian and bicycle behavior and the limitations of drivers and traffic control devices.

- | | | |
|--|---|---|
|  School |  School Bus Loading |  Student Drop-Off/Pickup |
|  Hazard/Footnote |  Crossing Guard |  Traffic Signal |
|  Yield Sign |  Stop Sign |  Crosswalk Vertical |
|  Crosswalk Horizontal |  Boundary |  Safe Route |

Orchard Elementary Map | 205 East Center Street, North Salt Lake City 84054





VAL VERDA

ALDA VERDA

WOODLAND

OAKCREST

N Main St

Camelot Manufactured Home Community

North Salt Lake

N Canyon Dr

Deer Hollow Park

North Canyon Park

Alice's Kitchen

15

Big West Oil

Janet's Sunshine Cafe

HILLSIDE GARDENS

Hole #12

S Main St

215

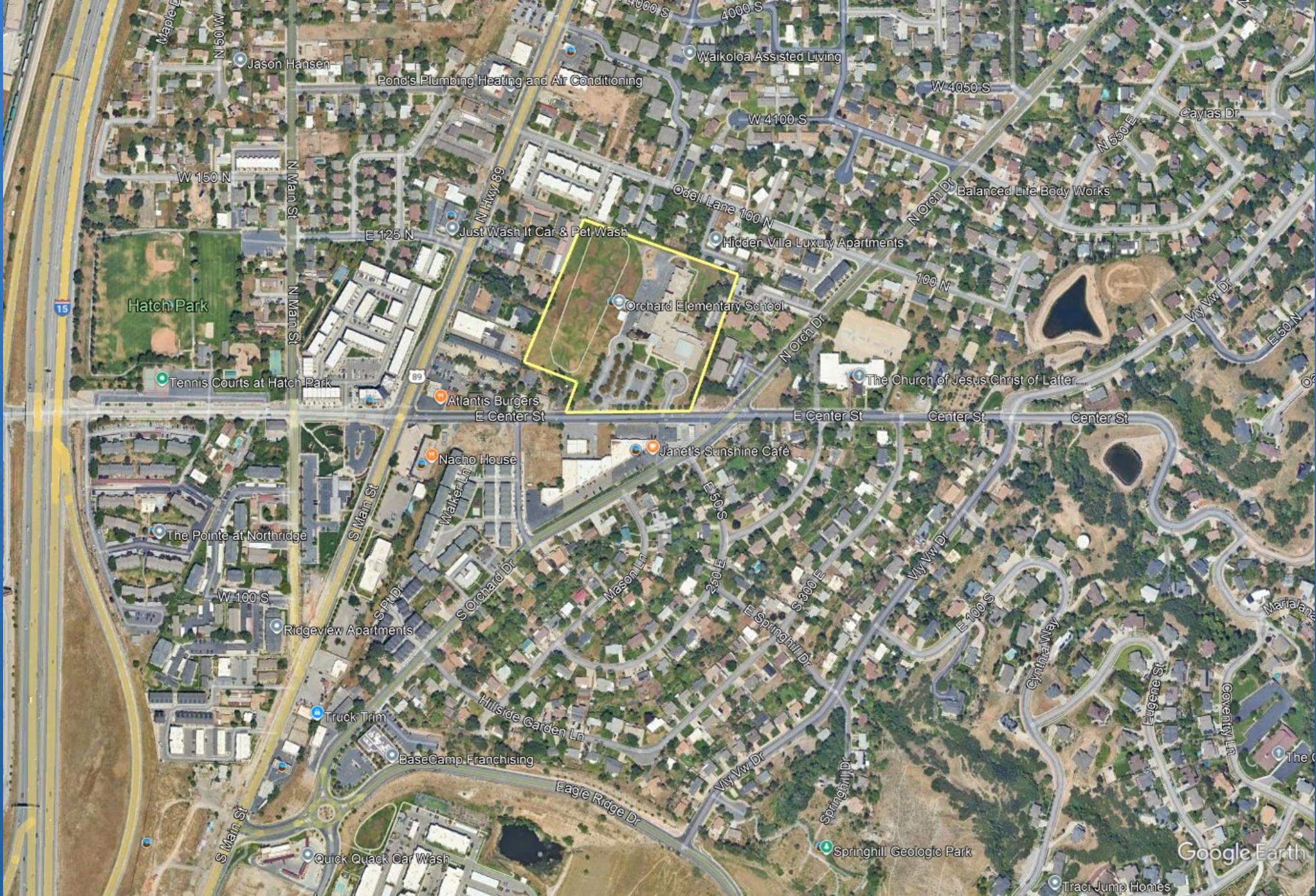
Eaglewood Golf Course and Grill

Eagle Ridge Dr

Bonneville Shoreline Trail

89

Google Earth



Hatch Park

Orchard Elementary School

Atlantis Burgers
E Center St

Nacho House
Walker Ln

Janel's Sunshine Cafe
E 50 S

The Pointe at Northridge

Ridgeview Apartments

Truck Trim

BaseCamp Franchising

Quick Quack Car Wash

Waikoloa Assisted Living

Pond's Plumbing Heating and Air Conditioning

Just Wash It Car & Pet Wash

Hidden Villa Luxury Apartments

Balanced Life Body Works

The Church of Jesus Christ of Latter...

Caylas Dr

Marilana

Traci Jump Homes

Google Earth



City's Role in the SNAP Plan

Plan makes recommendations on needed improvements

Last SNAP plan was in 2019-20 school year and made the following recommendations:

- 4.1 School Advance Warning signs or Flashing School Zone signs on Orchard Drive south of Center Street. (Completed)
- 4.2 Sidewalk on east side of Orchard Drive south of Center Street. (Completed)
- 4.3 Install sidewalk on west side of lower parking lot on the school premises to route students to the Center Street sidewalk. (District responsibility)
- 4.4 It is NOT recommended that students cross at the crosswalk located at the round-about at Eagleridge Drive and Orchard Drive without a crossing guard. Even though there is a crosswalk located in the roundabout, it is a dangerous section of road to cross. (No action needed)

CASTLE

15

89

Hatch Park

Orchard Elementary School

HILLSIDE GARDENS

Springhill Geologic Park

Google Earth

Maple Dr

N Main St

W 160 N

N Main St

E 125 N

Just Wash It Car & Pet Wash

Odel Lane 100 N

S 850 W

N Orch Dr

N 600 E

Oak Dr

N 550 E

Sider Dr

Viv Vw Dr

E 60 N

W Center St

E Center St

Nacho House

Janel's Sunshine Café

The Pointe at Northridge

S Main St

S Orchard Dr

S 300 E

Viv Vw Dr

E 100 S

Eagle Ridge Dr

Viv Vw Dr

Eugene St

Coventry Ln

Raygene

Truck Trim

Quick Quack Car Wash

ADJOURN



City of
NORTH SALT LAKE

CITY COUNCIL
Meeting

October 1, 2024
7:00 p.m.

CITIZEN COMMENT

PUBLIC HEARING
RESOLUTION 2024-33R
Amendments to the FY25 Budget

By Amendment Type:	Increase/(Decrease) in CITY-WIDE Fund Balance
Increase in Capital Expenditure: Hatch Park - Expend remaining construction fund balance	\$2,918,090
Increase in Capital Expenditure: Hatch Park – Recognize additional project contributions from General Fund and Capital Projects Fund	\$3,000,000
Total Fund Balance Increase/(Decrease)	(\$5,918,090)

By Fund:	Increase/(Decrease) in Fund Balance
General Fund	(\$1,500,000)
Rap Tax/Debt Service Fund	(\$2,918,090)
Capital Projects Fund	(\$1,500,000)
Parks Development Fund	--
Total Fund Balance Increase/(Decrease)	(\$5,918,090)

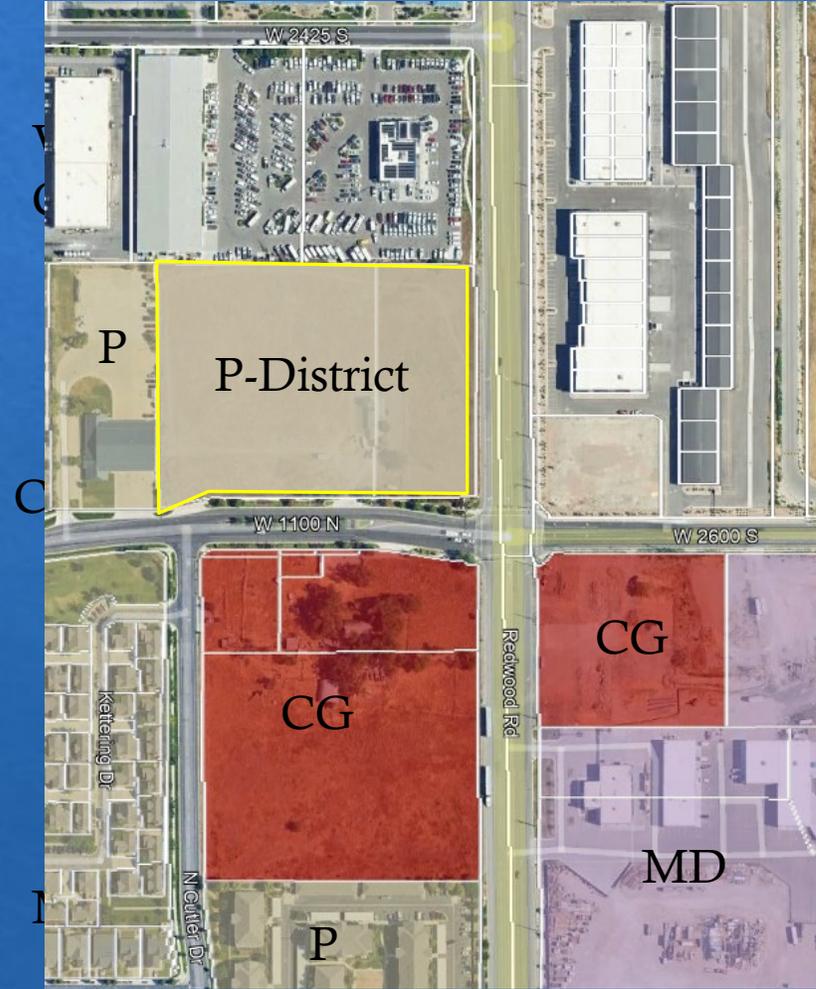
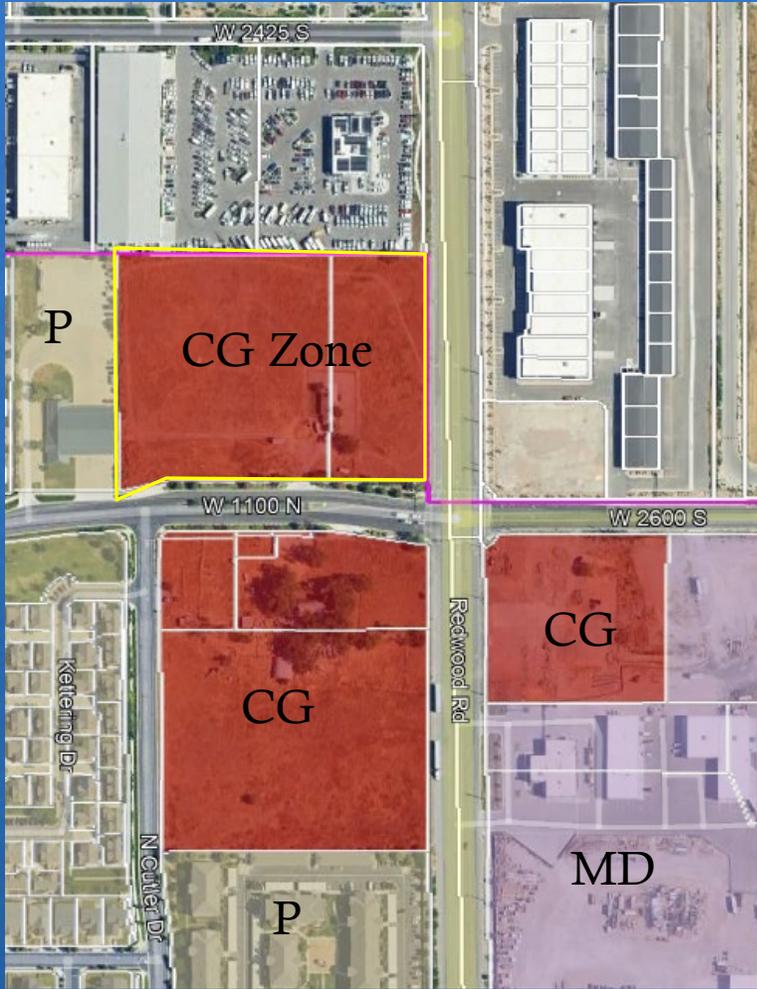
Proposed Motion

I move that the City Council approve Resolution 2024-33R: a resolution adopting amendments to the 2024-2025 Fiscal Year Budgets.

ORDINANCE 2024-06
P-District Rezone
2596 North Redwood Road



Clifton Place North Zoning Amendment



Proposed Motion

I move that the City Council approve Ordinance 2024-06: approving the rezone for Clifton Place North at 2596 South Redwood Road, (NSL address 1155 North Redwood Road) replacing previously approved ORD 2022-07 with the following findings:

1. The previously approved ordinance 2022-07 was approved conditioned upon the execution of the signed development agreement for 2596 South Redwood Road (north property) and 1095 North Redwood Road (south property);
2. An amended development agreement for the north property was approved on May 21, 2024 and did not include the south property;
3. The proposed ordinance corrects the previously approved ORD 2022-07 to include only the north property per the approved development agreement.

CONSIDERATION
Eaglewood Golf Course
Trackman Range Subscription

Proposed Motion

I move that the City Council approve and authorize execution of the agreement with Trackman Inc. for the Trackman Driving Range Solution at Eaglewood Golf Course, including the annual payment of not less than \$39,960.

CONSIDERATION
Eaglewood Golf Course
Compensation Adjustment-General Manager

Proposed Motion

I move that the City Council approve the following changes to Tyler Abegglen's employment agreement and authorize the City Manager to make and execute such amendments:

- 1) The Golf Course General Manager's base compensation shall be Grade 33, Step 16 and shall be retroactive to July 1, 2024.
- 2) In addition to the base compensation, the Golf Course General Manager shall be paid a bonus of 10% of the audited annual operating income within the Golf Enterprise Fund with a cap of \$40,000 per year.
- 3) Base wage would change annually with merit and COLA similar to other employees until Step 20.

CONSIDERATION
ORDINANCE 2024-07
Accessory Caretaker Residences



Title 10 Amendments

Chapter 1: Definition Accessory Caretaker Residences

A dwelling unit located within or upon a non-residential building or property that is occupied by a person or a single family with at least one occupant who is employed by or who owns the primary business located on that property and has on-site job responsibilities associated with said business. All caretaker dwellings must be accessory to the primary use of the property.

Chapter 11:

Use Regulations	Zone				<u>Specific Use Standards</u>
	C-S	C-G	M-D	M-G	
Residential Uses:					
<u>Accessory Caretaker Residence (ACR)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>10-19-3</u>
Developments which contain residential uses or mixed commercial and residential uses must obtain a rezone to a "Planned District (P)", see chapter 13 of this title					

Title 10, Chapter 19 Specific Use Standards

10-19-1: SPECIFIC USE STANDARDS: Purpose & Intent

10-19-2: Applicability

- A. Permitted and Conditionally Permitted uses
- B. Specific Standards for land uses as applicable

10-9-3: Accessory Caretaker Residence (ACR)

1. One accessory caretaker residence per property
2. Must be incidental and subordinate to the primary use on the property
3. Be located in the primary building unless:
 - a. The lots is 5 acres or more
 - b. The accessory building is designed to conform to the required architectural design standards for commercial structures, unless it cannot be viewed from a public street
 - c. Prohibits use of an RV as an accessory caretaker residence
 - d. Allows tiny homes to be used if connected to utilities and skirted
 - e. Provides separate utilities, if necessary or required by the utility
4. Must meet building code, including fire separation, sprinkling, as applicable
5. Each unit must have kitchen, living area, sleeping area
6. Maximum size of 1,500 sq. ft.
7. Requires payment of residential impact fees
8. Minimum of 1 parking space required
9. Occupied by only 1 family
10. Minimum of 1 resident must be an employee or the owner of the business
11. Recordation of a covenant that the residence will be converted back to a commercial use if the business is terminated.

Proposed Motion

I move that the City Council approve Ordinance 2024-07 amending Title 10, Chapters 1, 11, and 19 related to accessory caretaker residences with the following findings:

- 1) The proposed amendment is in accord with the comprehensive general plan, goals and policies of the City.
- 2) Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this Title.
- 3) The proposed amendment addresses a need for commercial businesses and provides regulations for existing grandfathered caretaker dwellings within the City.

APPROVAL OF MINUTES

September 17, 2024

Proposed Motion

I move that the City Council approve the minutes of the September 17, 2024 meeting, as written.

ACTION ITEMS

COUNCIL REPORTS

CITY ATTORNEY REPORT

MAYOR'S REPORT

CITY MANAGER REPORT

ADJOURN