



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA May 21, 2019

Posted May 16, 2019

Notice is given that the North Salt Lake City Council will hold a regular meeting on **MAY 21, 2019** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm in the Council Conference Room followed by the regular session at 7:00 pm in the Council Chambers. Some members may participate electronically. The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION –6:00 p.m.

1. Utah Transit Authority (UTA) Discussion - Beth Holbrook and Hal Johnson
2. Approve City Council Minutes – May 7, 2019
3. Action Items
4. Adjourn

REGULAR SESSION - 7:00 p.m.

1. Introduction by Mayor Len Arave
2. Invocation and Pledge of Allegiance ~ Council Member Brian Horrocks
3. Citizen Comment
4. Presentation to outgoing 2018-2019 Youth City Council Executive Committee and swearing in of 2019-2020 Committee – James Hood
5. Consideration of **Ordinance 2019-04**: An ordinance rezoning property located at 378 East Odell Lane from Residential-Multifamily (RM-7) to P-District and approving a development agreement for Orchard Grove Townhomes, Brighton Development Utah, applicant.
6. Consideration of a Subdivision Preliminary Plan for Orchard Grove Townhomes located at 378 East Odell Lane, Brighton Development Utah, applicant.
7. Consideration of a General Development Plan for The Winnie, Phase 2, located at approximately 650 North Orchard Drive, CW Land, applicant.
8. Presentation of City Manager recommendation related to the proposed lease of Eaglewood Golf Course to GreatLIFE Utah.
9. Consideration of a Plat Amendment to the North Salt Lake City Center Subdivision, Lot 57 located at 45 East Center Street, for the purpose of dividing the commercial structure into individual commercial condominiums, Brighton Development Utah, applicant.
10. Consideration of **Ordinance 2019-05**: An ordinance rezoning property located at 24 West 150 North from Residential-Multifamily (R1-7) to P-District and approving a development agreement for Hepworth Townhomes, Knowlton General, applicant.
11. Consideration of a Site Plan for Hepworth Townhomes located at 24 West 150 North, Knowlton General, applicant.

12. Consideration of **Ordinance 2019-01**: An ordinance amending Title 6, Motor Vehicles & Traffic, regarding parking regulations.
13. Consideration of **Resolution 2019-19R**: A resolution amending the Consolidated Fee Resolution establishing civil penalties related to parking violations.
14. Consideration of a bid award for the Redwood Road Sidewalk – 50 North to 100 North and 600 North to 1050 North project in the amount of \$121,042.68 to W.M.Green.
15. Consideration of a bid award for Miscellaneous Street Preservations – June 2019 project in the amount of \$248,394.52 to Holbrook Asphalt.
16. City Attorney Report
17. City Council Reports
18. Mayor’s Report
19. City Manager Report
20. Adjourn to Redevelopment Agency Meeting

REDEVELOPMENT AGENCY (RDA) MEETING

1. Welcome
2. Consideration of **Resolution RDA-2019-01R**: A resolution authorizing the Executive Director of the Redevelopment Agency to distribute Redevelopment Agency Housing funds for City’s Edge project improvements.
3. Adjourn

CLOSED SESSION

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

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

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 16th day of May, 2019.
Dated this 16th day of May, 2019.



CITY OF NORTH SALT LAKE

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

Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: May 21, 2019

SUBJECT: Work Session - Utah Transit Authority

The items in the work session include visits from Beth Holbrook, Utah Transit Authority (UTA) Board Trustee and Hal Johnson, Project Manager for the SLC-Davis Connector Project (BRT).

Trustee Holbrook requested an opportunity to visit with the City Council in a work meeting. As you know, she represents Davis, Weber and Box Elder counties in the new governance model of the Utah Transit Authority. She is one of three trustees that are appointed by the Governor and represent various counties that make up UTA's service area. Other Trustees include: Carlton Christensen, former Salt Lake City Councilman and Chair of UTA's Board of Trustees. Mr. Christensen was appointed to represent Salt Lake County. Kent Millington is the third trustee and represents Utah and Tooele counties.

The second UTA representative is Hal Johnson and he has been working on the SLC-Davis Connector project for many years. The Council requested that we have a representative of this project come to a meeting in order to discuss the project status and answer any questions you might have.

1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING – WORK SESSION
3 MAY 7, 2019
4

5 **DRAFT**
6

7 Mayor Arave called the meeting to order at 6:00 p.m.
8

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

16 EXCUSED:
17

18 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,
19 Public Works Director; Janice Larsen, Finance Director; Craig Black, Assistant Police Chief;
20 David Church; City Attorney; Sherrie Llewelyn, Community Development Director; Linda
21 Horrocks, City Recorder; Connie Larson, Minutes Secretary.
22

23 OTHERS PRESENT:
24

25 1. OVERVIEW AND DISCUSSION OF PROPOSED PARKING REGULATIONS
26 (ORDINANCE NO. 2019-01)
27

28 Sherri Llewelyn, Community Development Director, explained the evolution of the Parking
29 Ordinance that began with the first draft in November 2018. The draft was presented to the City
30 Council on January 15, 2019. Concerns were the amount of parking fees, potential high number
31 of hearings/appeals, no hearing procedures, and “no parking months” were removed from the
32 current code. A subcommittee was formed with Council Members Baskin and Mumford who held
33 a meeting on March 12, 2019 to review the existing ordinance.
34

35 Police Chief, Craig Black, explained the parking code is currently in the Criminal Code, as are
36 many parking ordinances in the State. The key problem with the Parking Code in the Criminal
37 Code is the officer cannot arrest a vehicle; it must be an individual.
38

- 39
- 40 • There is not enough manpower to hold surveillance on a car.
 - 41 • Criminal process is unworkable. Regulations are inadequate and outdated.
 - 42 • Challenge is the enforcement of winter parking regulations.
 - 43 • Want to enforce other problems, but they are overly restrictive.
 - 44 • Abandoned vehicles that remain on the street for several weeks.
 - 45 • Language in current ordinance to allow police to make exceptions for parking permits.

- Angle parking regulations and taxi loading zone regulations don't apply in North Salt Lake.

Sherry Llewelyn has been working with Kurt Imig on language that would require moving vehicles off the street. The private street issues in Coventry and Foxboro will need to change. The current code has no ability to allow temporary dumpsters or moving pods in the street.

Draft Code Solutions

- Will allow street parking when weather permits, and street parking is allowed when the street has been cleaned pavement edge to pavement edge.
- Brings comprehensive regulations and definitions up to date.
- Complies with current traffic regulations.
- Unlawfully parked vehicles.
 - Must be moved onto private property.
 - Allows 48 hour truck parking in the Industrial Zone to reduce unlawful parking on Redwood Road and Cutler.
 - Prohibits parking near mailboxes and bus loading zones.
 - ADA parking language.
 - Unlawfully parked vehicle language.
 - Permit process for temporary dumpsters or moving pods.

Civil Process

- Fine structure encourages swift resolution of tickets.
- Clear process for hearings and appeals of parking violations.
- Allows judicial discretion for extraordinary circumstances.

The City Council discussed enforcement of parking violations, and in particular, the blocking of sidewalks by vehicles in Foxboro. Police Chief, Craig Black, explained vehicles cannot block sidewalks, but it is not anticipated they will be given a ticket. They will be given time to find a solution to move their vehicle off the sidewalk.

In the Coventry Subdivision, the streets are private, and there is no on-street parking allowed. Visitors and residents with more than one vehicle are parking on the public streets because the HOA will tow them. The City needs to talk with the HOA in Coventry to allow on-street parking in their subdivision. The City Council discussed fines/fees for parking infractions. If fines are ignored, a notice is sent to appear at a hearing. If the fine is not paid, it will go to the Office of State Collections.

Does Not Solve:

- Private street developments near public street developments.

- Design solutions needed.
- HOA solution needed.

2. APPROVE CITY COUNCIL MINUTES – APRIL 16, 2019, AND MARCH 26, 2019 BUDGET MEETING

Council Member Brian Horrocks made a motion to approve the April 16, 2019 City Council minutes as amended. Council Member Stan Porter seconded the motion, which was passed by unanimous vote (6-0).

Council Member Brian Horrocks made a motion to approve the March 26, 2019 City Council minutes and City Council Budget Meeting Action Items as amended. Council Member Stan Porter seconded the motion, which was passed by unanimous vote (6-0).

3. ACTION ITEMS

Council Member Ryan Mumford said residents whose yards back Foxboro Drive have waited three years for trees to be planted to provide privacy. Council Member Stan Porter said there have been complaints that people riding bikes who use the flow trails are going too fast. Signage needs to be placed for cyclists to slow down. Ken Leetham, City Manager, reported there is no update on animal control. Animal Control will pick up animals, but not on the weekends.

4. CITY COUNCIL REPORTS

Council Member Brent Horrocks received a call from Ron Jibson who is the retired CEO of Questar. He said a group of people frequently go to an LDS Chapel at Mueller Park and play pickle ball. Mr. Jibson said there have been four pickle ball courts installed there, but he would like to have pickle ball courts in North Salt Lake. Mr. Jibson is willing to pay to have four pickle ball courts installed if the City will provide the property.

5. ADJOURN

At 6:58 p.m., Mayor Arave adjourned the meeting and began the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING – BUDGET
MAY 7, 2019

DRAFT

Mayor Arave called the meeting to order at 7:07 p.m. Council Member Stan Porter offered the invocation, and led those present in the Pledge of Allegiance.

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

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Police Chief; Craig Black; David Church, City Attorney; Sherrie Llewelyn, Community Development Director; Linda Horrocks, City Recorder, Connie Larson, Minutes Secretary.

OTHERS PRESENT: Milt Buheman, Mark & Jen Bradley, Chris Bradley, Janet Jibson, Sheryl & Gary Smith, Terry Fielding, Ann Bradley, Alex Lurero, Lisa Winters, Dee Lalliss, Kathy Adams, Randy Adams, Laura Mortensen, Hansen Family, Jon Cool, Trish & Jan Thompson.

1. CITIZEN COMMENT

Dee Lalliss, 74 East 300 North, thanked the City Council for the write-up in the City newsletter on fluoride in the water.

Janet Jibson, 417 Aerie Circle, expressed concern that Eaglewood Golf Course is being sold. She is worried about someone else coming in and taking over. Mayor Arave explained the golf course is not for sale. The City is looking at bringing a manager in with a different marketing strategy, and the City Council has received a proposal they are considering. Mrs. Jibson and others would like to see pickle ball courts in North Salt Lake, and she is willing to donate money for the courts if the City will provide the property. She suggested the Tunnel Springs Park. Mayor Arave explained some parks are in disrepair, and the focus has been to repair the parks. A park would have to be expanded to build courts. Mrs. Jibson asked if the upper half of Eagle Ridge Drive that is in disrepair is going to be repaired. The upper road to south Eagle Wood Loop north to the Bountiful City line is part of a preservation, and is on next year's budget to be repaired next summer.

Hansen Family, 1002 Parkway Drive. Mr. Hansen said his home is adjacent to the Tunnel Springs Park. His family talked about civic involvement and what to do with the field that is adjacent to the park. He said there have been deposits of dirt in this field, and it is collecting a large amount of water, which is causing more mosquitoes. Elijah Hansen likes horses and would like to have horse property and a baseball field, or a pretty pond on the vacant lot. Mia Hansen would like to have horse property, a baseball field, or a pond.

1 Council Member Stan Porter explained this property was originally planned for a cemetery. When the City
2 started surveying the property, it was discovered there was an underground lake. The water table was only
3 two feet below the surface.

4 Milt Buheman, 8 North Valley View Drive, discussed the “P” District. When Mr. Buheman looked at
5 selling property on Old Dell Lane a year ago, he looked at a PUD, but no one was interested in building
6 homes because the return was not worth the effort. The option was either apartments or townhomes. It was
7 discovered the townhomes could supply affordable housing for people who can’t afford homes. The “P”
8 District is important because it allowed the City to negotiate with the builder, and address concerns of the
9 neighbors and council members. This allowed the density to be capped at 16, and the City was able to
10 represent its citizens much better through the use of the “P” District.

11
12 2. SWEARING IN OF OFFICER SCOTT BRADLEY, NSLPD

13
14 Scott Bradley was sworn in as a police officer for the North Salt Lake Police Department by Mayor Arave.
15 Officer Bradley was president of his law enforcement class. He was involved in a call two nights ago to a
16 woman who was unresponsive, and performed CPR before the paramedics arrived which saved her life.

17
18 3. CONSIDERATION OF RESOLUTION 2019-18R: A RESOLUTION ADOPTING THE
19 FY2020 TENTATIVE BUDGET AND SETTING A PUBLIC HEARING DATE.

20
21 Ken Leetham, City Manager, reported this is the tentative budget and a corrected resolution, which has the
22 total amounts of all funds together. During first City Council meeting in May the City is required to adopt
23 the tentative budget. A public hearing will be held on June 4, 2019 to view the proposed public budget. Mr.
24 Leetham distributed a spreadsheet from the budget retreat that was recently held. Council Member Lisa
25 Baskin asked for clarification on the balance column. Janice Larsen, Finance Director, explained a balanced
26 budget has to be given so expenses have to equal revenues. This is done by using the Contributing Fund
27 Balance or the Using Fund Balance. This column will always equal the Fund Balance or Contributing Fund
28 Balance. The City is at 25 percent of what the State allows in the Fund Balance. The Fund Balance is staying
29 the same, and revenue is moved over to the Capital Fund, which is the General Government Fund.

30
31 **Council Member Brian Horrocks made a motion for the City Council to adopt Resolution**
32 **No. 2019-18R, a Resolution adopting the tentative budget for the City of North Salt Lake for the fiscal**
33 **year beginning July 1, 2019, and ending June 30, 2020 and set the public hearing for June 4, 2019, as**
34 **well. Council Member Stan Porter seconded the motion, which was passed by unanimous roll-call**
35 **vote (5-0).**

36
37 4. CONSIDERATION OF A BID AWARD FOR PLAYGROUND SURRFACE AT LEGACY
38 PARK

39
40 David Frandsen, Public Works Director, said the soft fall turf for the playground at the Legacy Park is
41 cracking and deteriorating, and can no longer be patched or repaired. He proposed using the Rocky
42 Mountain Artificial Turf that is used at parks in St. George. Sonntag Recreation is the proposed company
43 to remove and replace the artificial turf at a cost of \$59,500.

1 Council Member Ryan Mumford said the Parks and Arts Council gathered information from the residents
2 on this playground surface, and it is believed to be the best option. Council Member Lisa Baskin asked
3 about the damage on the previous turf, and how it was caused. Mr. Frandsen explained it was vandalism
4 and the weather that caused the problems with the previous turf. The new turf has an eight year limited
5 warranty, and vandalism is not covered under the warranty. Discoloration, break down, and degradation
6 due to sun exposure, and seams that come up are covered under the warranty. Council Member James Hood
7 asked about the warranty and soccer cleats. Mr. Frandsen said it should hold-up under soccer cleats. It is
8 hoped the turf will be installed by Memorial Day weekend. Council Member Lisa Baskin asked how the
9 new turf would be cleaned. Council Member Mumford said it is strong like industrial carpet, and it should
10 come clean when it is sprayed.

11
12 **Council Member Ryan Mumford made a motion to approve the bid for the playground surface to**
13 **Sonntag Recreation at the price of \$59,500. Council Member Stan Porter seconded the motion, which**
14 **was passed by unanimous roll-call vote (5-0).**

15
16 5. CONSIDERATION OF PROPOSED VEHICLE PURCHASE FOR THE PUBLIC WORKS
17 DEPARTMENT
18

19 David Frandsen, Public Works Director, said the 30-year old drum roller needs to be replaced. The Streets
20 Department would like a Volvo DD30B from Arnold Machinery at a cost of \$44,660. The Volvo
21 outperformed the other models primarily because of the large difference in horsepower, which is important
22 when operating this machinery on hills. It is used only for asphalt and not for the road base.

23
24 **Council Member Lisa Baskin made a motion to approve the purchase of the Volvo DD30B from**
25 **Arnold Machinery for \$44,660, and to surplus old equipment if possible. Council Member Brian**
26 **Horrocks seconded the motion, which was passed by unanimous roll-call vote (5-0).**

27
28 David Frandsen, Public Works Director, said this request is for a Ford F550 cab and chassis from Ken Garff
29 American Fork under State contract (AV2528). Up fit will include a snow plow package for snow removal
30 at a cost of \$106,662. Replacing, as well as a small snow plow. This is a State bid price.

31
32 **Council Member Stan Porter made a motion to approve the purchase of the Ford F550 with the up**
33 **cost for 106,662.42. Council Member James Hood seconded the motion, which was passed by**
34 **unanimous roll-call vote (5-0).**

35
36 6. CONSIDERATION OF DECLARATION OF SURPLUS PROPERTY FOR THE POLICE
37 DEPARTMENT
38

39 Police Chief, Craig Black, is asking to surplus twenty-two (22) Taser X26 Electronic Control Devices
40 (ECD) that have been in the police department for ten years, and are no longer under warranty. The Taser
41 X26 ECD's are one of the less lethal control tools the officers use in situations that require the use of force.
42 The plan is to continue to utilize the ECD's, even after they have been declared surplus until they are either
43 broken and/or there is funding to replace them. Taser no longer manufacturers or supports repair of these
44 units. They now support the Taser X26P, but these units will be reaching their "end of life" soon. Other
45 options are being explored, including trade in programs.

46
47 **Council Member Stan Porter made a motion for the City Council to approve the 22 Taser X26 ECD's**
48 **listed in Addendum #1 as surplus. Council Member James Hood seconded the motion, which was**
49 **passed by unanimous vote (5-0).**

1 7. DISCUSSION OF TUNNEL SPRINGS PARK IMPROVEMENTS
2

3 David Frandsen, Public Works Director, said this discussion is about adding an entrance to the park, and
4 adding a multi-head camera that would make it easier to do street lighting. Suggestion was made to install
5 five lights, but the company is suggesting twelve. A map of the proposed lighting placement was displayed.
6 Option One is to have a man gate that would be manually closed at night at a cost of \$5,000. Option Two
7 is an electronic gate for or \$20,000 for an electronic gate, or a split gate is \$5,000. Option Three is a fence
8 around the entire park from \$10,000 to \$54,000. LED lighting for tennis courts is \$52,000 even though the
9 City would do the conduit. Ken Leetham, City Manager, said the lights are an important safety
10 improvement, and he believes a formal barrier to cars should be considered.

11
12 The City Council discussed this issue last week, and the recommendations from the Parks and Arts
13 Committee is that six lights and the man gate should be approved to stop vehicles from driving on the grass.
14 The trail lighting that would light the pathways is a consideration. The police patrol the park every night,
15 and the park closes at 11:00 p.m. each night. The City Council directed Mr. Frandsen to obtain an estimate
16 for six lights, and a man gate and fencing around the park.

17
18 7. CITY COUNCIL REPORT
19

20 Council Member James Hood asked that the next Executive Committee be sworn in at the next City Council
21 meeting. He will need a scholarship check for \$1,000.
22

23 Council Member Ryan Mumford discussed the FEMA Presentation at St. George. Ken Leetham said staff
24 has not been able to meet yet on the FEMA Presentation. Mr. Leetham would like to do an analysis of the
25 City's weaknesses and vulnerability in an emergency, and if it would be feasible to fund an Emergency
26 Manager position ideally through the Fire District.
27

28 Council Member Stan Porter attended a field trip with the Kern River group. He said the Parks Department
29 needs to be trained on the care of the open space area by the Jordan River, and when to kill thistles and
30 weeds. The Jordan River Commission said they can help with this area. Follow-up on the Foxboro and
31 wetlands area needs to be considered, as it takes several years to bring the weeds under control.
32

33 Council Member Brian Horrocks said he viewed the fire movie, and he believes it is a matter of time before
34 a fire occurs on the mountain.
35

36 Council Member Lisa Baskin reported Public Works and six citizens helped with the Arbor Day activities.
37 She is working with the Legacy Park Scenic Byway, and there will be a Great Salt Lake Bird Festival next
38 month. Once the Legacy Highway allows semi-trucks on the highway, UDOT will do a study of the speed,
39 and where the speed limit will be set at.
40

41 8. MAYOR REPORT
42

43 Mayor Arave attended the Odell Meeting with Craig Hall, and explained to the residents what happened,
44 and he also went to the Foxboro meeting. He also went to Kansas City to view the golf course, and he felt
45 they were qualified people, and he was impressed with their staff.

1 9. CITY MANAGER REPORT
2

3 Ken Leetham, City Manager, reported he went through the maintenance facilities and numerous fitness
4 areas in Kansas City, and he felt they were very nice. There are differences between the facilities in Kansas
5 City and the Wasatch Front. Spring cleanup was held last weekend, and it went very well. Residents
6 complimented Mr. Frandsen on how well this event was handled, and there were 694 vehicles that came
7 through. There was a waterline leak at City Hall today, and the water was shut off. The leak was in a wall
8 behind the court bathroom sink, and it leaked to the floor below in the evidence room. The fitting it leaked
9 through was galvanized when it should have been brass. This repair caused a cut in the front conference
10 room wall.

11
12 David Church, City Attorney, said the appeal is set for May 21, 2019. He stated further that the argument
13 is that mistakes were made by City staff and Council Member Stan Porter was biased by his previous
14 relationship with Brighton which swayed his vote. Changes need to be made in the Ordinance related to the
15 appeals process.

16
17 10. ADJOURN TO CLOSED MEETING
18

19 **At 9:29 p.m., Council Member Ryan Mumford made a motion that the City Council adjourn to a**
20 **closed meeting to discuss the potential issue of imminent domain. Council Member Lisa Baskin**
21 **seconded the motion, which was passed by unanimous roll-call vote (5-0).**

22
23 11. RETURN TO OPEN MEETING
24

25 **At 9:52 p.m., Council Member Ryan Mumford made a motion to adjourn the City Council meeting.**
26 **Council Member Stan Porter seconded the motion, which was passed by unanimous vote (5-0).**
27
28
29

30 _____
31 Mayor

_____ Minutes Secretary

Action Items (for May 21, 2019)

Item	Staff	Description
New		
1	David	Bikes coming too fast from flow trails into Wild Rose Park – need better signage to stay on trail out to parking lot. <i>Staff has inspected the problem and will be installing signage and possibly barriers that will protect and separate pedestrians from cyclists.</i>
Current		
1	Janice	CM Mumford asked for cost of the youth soccer program <i>(Staff to provide closer to end of season).</i>
2	Ken Craig	Staff to work on emergency preparedness reporting and coordination with Davis County rather than NSL – and whether it should be organized and run by South Davis Fire. <i>Staff is working with surrounding communities and the Fire District to evaluate staffing needs and possible sharing of an employee.</i>
3	Ken	Council Member Hood said that residents complained about animal control and that calls were not being addressed in a timely manner (dead animals not removed from the roads). <i>Ken contacted Rhett from the County. They prioritize their calls but make every effort to be responsive. Rhett invited residents to make more than one call if they feel that Animal Control is not responding well.</i>
4	Paul David Ken	Various assignments related to water and water planning including: collection of water usage data by area, analysis and recommendation related to water conservation rate structure, and long-range planning for water needs. <i>Staff met with Weber Basin Water Conservancy District and requested their assistance with a water rights application for re-use water and to evaluate the City's report on water usage, source, storage and distribution.</i>
5	David, Ken	Staff to follow-up on adding trees to park strips on Fox Hollow at Foxboro roundabout. <i>Ken will report back to Council.</i>
6	Linda Ken	CM Porter asked for recognition/formalization of the City's History Committee on a future agenda. <i>(Resolution to create this committee – on a June meeting agenda)</i>
7	Paul Ken	Staff to review current ordinance regarding road cuts including adding more restrictive provisions to the current three year wait on new roads as well as conditions in franchise agreements. <i>Paul is researching possible code amendments.</i>
8	Linda	Staff to arrange a tour of Wasatch Resource Recovery Plant for interested City Council members and staff. <i>Schedule with Matt Myers (Wait until July to be fully operational.)</i>
10	Ken	Staff to report back on the progress of mining on Monte Thomas parcel. <i>Ken had a brief phone conference with David Church and Jody Burnett on this matter. More research will be required and staff will continue to work to understand the impacts of HB288, Critical Infrastructure bill (gravel and mining operations).</i>
14	Paul Sherrie	Look at sidewalk on 3800 S. and US89 where residents are walking in the street to get to bus stop on US89. <i>Paul will contact Davis Co. Sherrie will inquire as to the available use of Prop 1 funds. (2/27)</i>
15	Sherrie	Staff to review current lighting ordinances/regulations related to light pollution and report back to City Council. <i>Staff has received model lighting ordinances from Utah Dark Skies and is preparing report on current regulations. (1/30)</i>
16	Ken	Staff to follow up with City attorney on Media One issue. <i>Attorney to look at next enforcement steps.</i>
17	Craig David	Look at monitoring options for Tunnel Springs including DVR system and other technology, police access, motion sensors, public access, etc. <i>Staff is proceeding w/ enhanced camera system.</i>
18	Paul David Sherrie	Staff to prepare options for repair/replacement of Eaglewood Village dock. Also look at placing trees around the pond or adding this area to Arbor Day. <i>Draft concept plan was presented to Parks and Arts Board. Concept plan was cost prohibitive - will look at a simpler design.</i>
19	David	Council review the parks & trails brochures before printed. <i>Parks & Arts comm. to review draft.</i>



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Llewelyn, Community Development Director
DATE: May 21, 2019
SUBJECT: Consideration of Ordinance 2019-04 rezoning property located at 378 East Odell Lane from Multifamily Residential (RM-7) to Planned District (P) for Orchard Grove Townhomes PUD

RECOMMENDATION

The Planning Commission recommends to the City Council approval of the rezone request with the following conditions:

1. The Development Agreement require CC&Rs and HOA will provide mechanisms to prevent single entities from acquiring and converting multiple town homes to rental properties.
2. The CC&Rs and HOA will provide mechanisms to designate that garages of each unit are designated as primary resident parking and the individual driveways primary use is for guest parking.
3. The front setback on the Preliminary Plan be modified to show a 10' setback from the back of sidewalk (property line after right of way dedication).

BACKGROUND

The purpose of this application is to facilitate the general development plan known as Orchard Grove Townhomes located at approximately 378 East Odell Lane. The property is a total of approximately 1.24 acres currently zoned RM-7. The general development plan for Orchard Grove Townhomes was approved by the City Council on April 2, 2019. The existing site contains 1 single family home built in 1949. The following is a summary of the review process to date:

February 12, 2019 Planning Commission Meeting

A public hearing was held on the proposed 24 unit town home development on the property at 378 Odell Lane. The developer was requesting General Development Plan (GDP) approval in conjunction with a proposed P-District rezone. The PC tabled action on the proposed plan, instructing the applicant to return with a project that had less density and re-organized the layout, recommending the elimination on one of the two accesses onto Odell Lane.

February 26, 2019 Planning Commission Meeting

The developer returned with a revised plan that eliminated one of the two accesses and re-organized the same 24 town home units proposed at the previous meeting. The Planning Commission again tabled action on a recommendation to the Council and directed the applicant to return with a revised plan of no more than 16 units, no tandem garages and providing for individual driveways for each unit.

March 12, 2019 Planning Commission Meeting

The developer returned with a revised plan with 16 units, side by side garages, and each unit having a two car driveway. The Planning Commission recommended approval to the City Council of the GDP with 16 town home units, a parking ratio of 4.25 spaces per unit, and the layout as presented that night.

March 19, 2019 City Council Meeting

The recommended GDP was presented to the Council. After much discussion, a motion to approve the GDP was made by Councilmember Porter, seconded by Councilmember Baskin. The vote was 3 opposed to the motion and 2 in favor of the motion. The motion failed to pass and no alternative motion was made to deny the GDP. The developer asked for clarification if there was going to be a motion to deny or what the next step was. The developer was directed by the Council to work with staff to reconfigure or reduce the number of units and return to the City Council. One primary configuration issue discussed with the developer during the meeting was the location of the front doors of the 4 units on the south property line and the isolation of those front doors.

April 2, 2019 City Council Meeting

The developer returned to the City Council with the same layout and number of units (16) and an alternative building plan for the south 4 units with front doors located on the opposite side as previously presented. During the discussion of this agenda item, staff was asked what the base zoning density would allow if the P-District Rezone was not approved as proposed. Within the staff report a table was presented that stated the maximum density for the site would be 10.3 units per acre (a total of 12.8 units for this site). In the dialog, staff explained that permitted uses in the RM-7 zone would allow single family, duplex, or multi-family buildings. It was misspoken that the 12.8 units could be in 6 duplexes, or 3 four-plexes, or 2 six-plexes. The correct information (which was reported to the Council on April 16, 2019) is as follows:

	Proposed P-District	RM-7 Zone	Surveyed Area=54,327 sq. ft.
Density	12.9 units/acre (16 units)	Duplexes 8,500 sq. ft./duplex (10.3 units/acre)	6.39 duplexes=12.78 units
		Other Multi-Family Structures 7,000 sq. ft. +6,000 for each additional unit (7.12 units/acre)	8.89 units

Councilmember Porter made a motion to approve the revised GDP, Councilmember Baskin seconded the motion and the motion was approved 3-2 with members Hood and Mumford voting against the motion.

April 10, 2019 Appeal Filed

Kelly Jones and Wendy Mele filed an appeal of the April 2, 2019 decision, alleging that the Council erred in approving the GDP. The appeal states the information received regarding the base density of the existing RM-7 zoning at the meeting was in error, and the Council would have voted differently without the alleged error. The second claim in the appeal is that Councilmember Porter demonstrated bias in his vote to approve the GDP because of his purchase of a home from Brighton and the sale of his family home to Brighton for the City Center development project.

April 16, 2019 City Council Meeting

The City Attorney informed the City Council that neighbors had filed an appeal and that our appointed Appeal's Hearing Officer had a conflict of interest. The conflict is that his partner in his law firm had represented the property owner in a real estate transaction regarding a lot line adjustment. The City Attorney requested approval to schedule an alternative judge to substitute for our hearing officer. Staff also reported on the alleged error regarding the base density of the RM-7 zone, as described above.

April 30, 2019 Pre-Hearing Scheduling Conference

The substitute Hearing Officer Craig Hall held a pre-hearing scheduling conference with all parties involved in the appeal, to discuss the submittals, submittals of additional briefs, procedures of the hearing, burden of proof, etc. At the conference, a date was set for the formal hearing. This scheduling conference was open to the public, was not a public hearing, and was recorded. The hearing officer requested the appellant submit an additional brief regarding the issues by May 6, the city attorney and the developer submit a response to the appellant submittal by May 13, and scheduled the hearing for May 21, 2019 at 9 a.m.

May 14, 2019 Planning Commission Meeting

The Planning Commission reviewed the application for rezone on May 14, 2019 along with the proposed Preliminary Plan. The PC received additional public comment on the rezone request at this meeting. The comments included: a request that the city safety committee review the possibility of adding a left turn lane from northbound Orchard Drive onto Odell Lane; a review of possible solar clearance for a home located at 349 East Odell Lane; a request to review why the densities allowed under the code in the RM-7 and the densities recommended for RM-7 in the General Plan are not the same; an inquiry as to a possible requirement for a traffic study for the project; a request to require residents to park in their garages, rather than use the garages for storage; and a request to consider reducing the density by 2-3 additional units. The PC discussed the project and the status of the appeal on the approval of the General Development Plan, with a conclusion that the application for rezone could continue forward with review, with the understanding that the outcome of the appeal decision may affect the City Council's final decision. The PC expressed that they believed that the requested unit count of 16 was appropriate to the neighborhood and that the P-District was a useful tool in achieving superior design and

materials, requiring 4.25 parking spaces per unit above the requirement for 2.25 space in the RM-7 zone, and benefit of creating housing needed to fill a gap of housing supply for middle income families.

Regarding the appeal and this application

The appellants requested a stay from the hearing officer on any additional decisions related to the development. City Attorney, David Church stated that nothing in the code provides for a stay of any additional applications or decisions on the part of the Planning Commission or City Council. It was agreed by the hearing officer that the developer may proceed with requesting preliminary plat approval and the final zone change to the P-District, at their own risk. More specifically, if the hearing officer finds that the Council erred in their approval of the GDP, the preliminary plan and final zone change could not be completed by the City Council until the City Council, and possibly the Planning Commission re-heard the application for General Development Plan and addressed any defect found in the previous approval. Presumably the decision by the hearing officer will be made on May 21st before City Council meeting. Staff will report the decision prior to any action on the zone change and preliminary plan.

Additional information related to claims made in the appeal

Additional claims by the appellants in the appeal related to permitted density and regulations under the existing RM-7 zone, the transfer of property to Mr. Powers, the dedication of right of way, and the proposed setbacks, and how all of these issues affect the proposed development are provided below:

1. Regarding the lot line adjustment with the neighbor Mr. Powers and how this would affect the overall density of the project:
 - a. The proposed transfer of 3,291 sq. ft. to Mr. Power affects the base density under the existing zoning reducing the calculation for units as duplexes from 12.78 units to 12.01 units.
 - b. The developer has stated from the beginning that he intended to address the boundary issue with Mr. Powers and asked both the PC and the CC for consideration of this action in the approval of the final density under the proposed P-District rezone, if approved. The approved GDP is for 16 units, not a unit per acre calculation.
 - c. Thus this reduction in 3,291 sq. ft. would only affect the density calculation for the RM-7 zone and not the P-District.
2. Regarding the dedication of additional right of way:
 - a. Under the existing zoning it cannot be determined if additional right of way would be required in the hypothetical development scenario, which may or may not reduce the overall density allowed by the RM-7 zone. For example:
 - i. If an application was made for site plan approval only for a 12 unit duplex rental project, or for an 8 unit apartment building, the ordinance does not provide a mechanism to require the dedication of additional right of way. The existing lot is an approved lot, with conforming lot size and minimum width. It could be developed in an “apartment” style layout with a shared parking lot and driveway that would require no dedication of right of way.

- ii. In the alternate if a PUD Subdivision were proposed, because the developer wanted to sell the individual units, right of way could be required under the subdivision ordinance because a request was made to further subdivide the property. Under that scenario right of way dedication could be required along Odell, as the road does not currently meet the minimum cross section standard. Along Orchard, no right of way dedication could be made as that street meets the minimum cross section standard.
 - b. The proposed development under the requested P-District does provide for additional right of way dedication. The dedication has been negotiated both on Odell and on Orchard as part of the P-District, as has the total number of units to be allowed (16). The existing parcel is 1.24 acres, this parcel will be reduced by these dedications of right of way for public use without effect on the final unit count of the P-District, as negotiated.
3. Regarding the setbacks:
 - a. The setbacks under the RM-7 would be 25' from Odell and Orchard, 20' from the rear, and 8' from the side.
 - b. The development agreement establishes the setbacks for the P-District and are unique to each P-District, per Chapter 13 of the Land Use Code. The setbacks and other regulations created within the development agreement and P-district rezone are not based upon the previous zone.
 - c. Proposed setbacks are to be 9' from Orchard Drive, 29' from Odell Lane, 9' from the west property line, and 15' from the rear property line. Please note that these are setbacks from the development boundary and not individual lots.
 - d. The proposed development is a for sale product, so much like a condo plat, each unit sold will own the footprint of the unit and the remainder of the property will be held in common by the HOA.
 - e. An approximate 10' front setback has been used on many other developments within the Town Center with units facing the much busier Hwy 89 (Odell Crossing, City's Edge, and Williamsburg), as well as other streets such as 3800 South (Chesham Village), Main Street (Romaine Court), 150 North (Hepworth), Center Street (City Center), and 130 East (Towne Plaza). The setback and dedication of additional right of way along Orchard provides for the movement of the sidewalk away from the curb and the addition of a landscaped park strip with trees, making the setback from the curb 18'.

REVIEW

The rezoning of the property requires a public hearing by the Planning Commission, with a recommendation to the City Council and then final action by the Council. The public hearing was held on February 12, 2019 and public comment was received at the continued hearing on February 26, 2019. Public comment was also received on the plan and zone change during the public comment portion of every additional meeting held by the Planning Commission and City Council.

This application is concurrent to the subdivision preliminary plan approval which will become part of the final development agreement. A development agreement has been attached with the recommendation for rezone. The development agreement addresses the following items:

- Approved General Development Plan, including the site plan and landscape plan;

- Development layout of buildings, parking, landscaping, sidewalks, fencing, amenities, lighting, etc.;
- Total residential density allowed of 16 dwelling units;
- Architectural design and building materials;
- Fencing; and
- Other miscellaneous legal requirements.

Building Plans

As previously approved under the General Development Plan, the proposed architecture incorporates brick and cement fiber board with stucco and metal trim, with a classic townhome architecture style. The Development will consist of four buildings, each containing 4 units. The 2 buildings along Orchard Drive will be 2 ½ stories tall, the units along Odell Lane and the south property line will be 2 stories tall. Each of the 16 units contain a 2 car side by side garage and a 2 car driveway. Additionally 4 guest parking spaces have been provided.

Landscape Plan

Improvements to the landscaping is approximately 15,368 sq. ft. or approximately 30.1% of the site and include improvements to the Odell Lane and Orchard Drive cross section, including additional right of way dedication, park strip, sidewalk, and street trees. The landscaped area will include a fenced area for dogs and a small tot lot. Additional landscape improvements include sod, shrubs, and trees within the development common area. The existing fencing will be replaced with composite fencing along the perimeters of the development.

Pedestrian Connection

The site has good pedestrian circulation throughout the development and ties access to Orchard Drive from the interior of the property. Sidewalks have been provided along Odell and the sidewalk will be moved to provide a park strip on Orchard Drive to improve pedestrian safety.

Land Use

The proposed land use are townhomes that will be marketed for sale to individual home buyers. The DRC recommends a requirement within the development agreement that a restriction be placed within the development CC&Rs that an individual person or entity be limited to buying no more than 2 units. This will prevent a single entity from purchasing all 16 units and using all 16 units as rentals.

POSSIBLE MOTION

I move that the City Council adopt ORD2019-04 rezoning the property from RM-7 to P-District for Orchard Grove Townhomes located at approximately 378 East Odell Lane, along with the proposed development agreement with the following findings and conditions:

Findings:

1. The proposed P district can be substantially completed within two (2) years of the establishment of the P district.

2. The development contains one phase that can exist as an independent unit capable of creating an environment of sustained desirability and stability; and that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.
3. The proposed increased density will not generate traffic in such amounts as to overload the street network outside the P district.
4. The area surrounding said development can be planned and zoned in coordination and substantial compatibility with the proposed development.
5. Any exception from standard ordinance requirements is warranted by the design incorporated into the final plan.
6. The P district is in conformance with the city general land use plan.
7. Existing or proposed utility services are adequate for the population and use densities proposed.

Conditions:

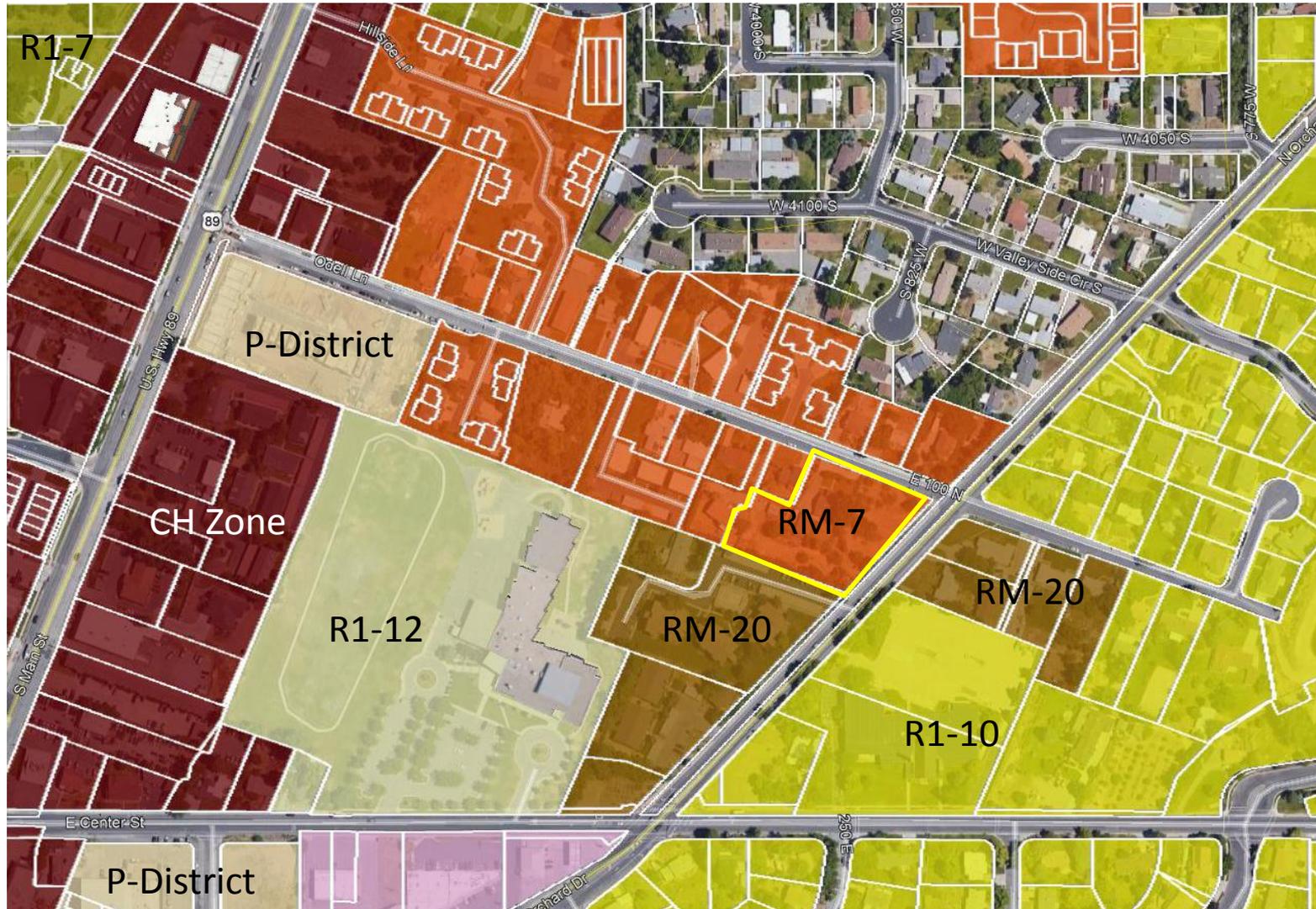
1. The Development Agreement require CC&Rs and HOA will provide mechanisms to prevent single entities from acquiring and converting multiple town homes to rental properties.
2. The CC&Rs and HOA will provide mechanisms to designate that garages of each unit are designated as primary resident parking and the individual driveways primary use is for guest parking.
3. The front setback on the Preliminary Plan be modified to show a 10' setback from the back of sidewalk (property line after right of way dedication).

Attachments:

- 1) Aerial/Zoning Map
- 2) Draft Development with Agreement Exhibits
- 3) ORD2019-04

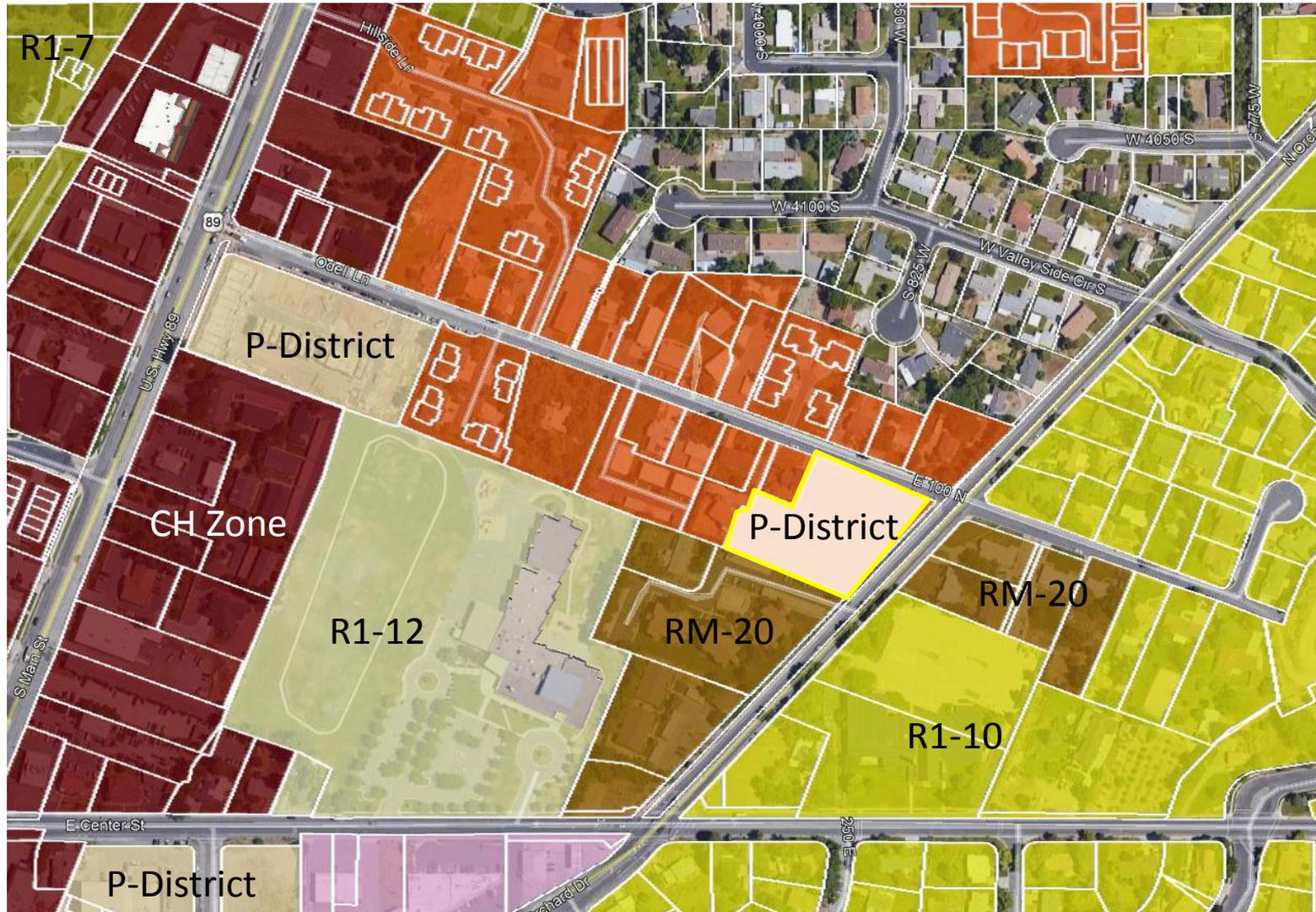


General Development Plan Orchard Grove Townhomes Current Zoning





General Development Plan Orchard Grove Townhomes Proposed Zoning



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

DEVELOPMENT AGREEMENT

ORCHARD GROVE AT NORTH SALT LAKE

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the 21st day of May 2019 (the “Effective Date”), by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation (the “City”), and _____, a Utah limited liability company, (the “Developer”). The Developer and the City are sometimes collectively referred to herein as the “Parties” or singularly as a “Party.”

RECITALS

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

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

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

- (1) a General Development Plan (the “General Development Plan”) for the Property consisting of a sixteen (16) unit townhome PUD; and
- (2) the re-zoning of the Property to the Planned P District, (the “P District Zoning”) subject to approval of an acceptable development agreement.

D. The project to be developed upon the Property pursuant to the General Development Plan is known as the Orchard Grove Townhomes and is generally located at 378 East Odell Lane in the City of North Salt Lake (the “Project”).

E. Pursuant to the City’s approval of the General Development Plan on the 2nd day of April, 2019, the Plan consists of sixteen (16) residential units with associated parking, landscaping and other improvements. A copy of the approved General Development Plan is attached hereto as **Exhibit “B.”**

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

AGREEMENT

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

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

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

3. Term. The vested rights described in this Agreement shall be effective for a period of ten (10) years following the date on which this Agreement is adopted by the city Council of North Salt Lake and signed by the City's Mayor (the "Term").

4. Development of the Project. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.
 - a. Notwithstanding anything in the Code to the contrary, the general layout, parking, fencing, and landscaping of the project shall be substantially in the form of **Exhibit "C"** of this Agreement and are entitled Preliminary Plan & Landscape Plan. Parking shall be provided at a rate of 4.25 parking spaces per unit, including 2 spaces per garage/unit side by side and not in tandem, 2 parking spaces per driveway, and 4 additional spaces for guest parking. The developer shall provide within the CC&Rs a statement that the residents shall use their garages for primary parking for the residents with the use of their driveways having a primary use as guest parking.

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

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

 - d. Phasing Plan. The Developer intends to construct the project in one phase.

e. Required Public Improvements. City agrees to coordinate with Developer the placement of conduits, chases and other piping required for the development of the project. The Developer agrees to construct all required public improvements, at its expense.

f. Fencing: The Developer shall be responsible for the installation of fencing along the south and east property lines. The fence shall be constructed of a durable composite material and shall be a minimum of six (6) feet tall, except within the front 25' setback from the right of way line.

g. Amenities. The Developer agrees to install amenities for the use and enjoyment of the residents of the project including a fenced in area for dogs and a children's tot lot as shown on the approved General Development Plan in the form attached **Exhibit "B"**. The amenities shall be owned in common and maintained by the Home Owner's Association as required by the Codes, Covenats, and Restrictions (CC&Rs) recorded at the office of the County Recorder with the final plat.

h. Ownership. The Developer shall provide within the adopted CC&Rs for the Project provisions which preclude the ownership of more than two (2) townhome units by a single person or entity for the purpose of rental properties.

5. Payment of Fees. Developer agrees to pay fees, except for any waivers, credits or other considerations noted in this agreement, as required by the City's adopted fee schedule in effect at the time of the submittal of their respective development applications. The developer is solely responsible for payment of any required fees to the South Davis Water District and South Davis Sewer District.

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

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

To Developer: Brighton

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

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

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

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

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

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

d. The right to terminate this Agreement.

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

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

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

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

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

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

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

ATTEST:

CITY
CITY OF NORTH SALT LAKE

City Recorder

By: Len Arave
Its: Mayor

DEVELOPER

By:
Its:

EXHIBIT "B"
GENERAL DEVELOPMENT PLAN

The General Development Plan for the Orchard Grove Townhomes project approved by the City Council on the 2nd day of April, 2019.



EXHIBIT "C"
PRELIMINARY PLAN & LANDSCAPE PLAN

ORCHARD GROVE PRELIMINARY PLAT - 'NOT TO BE RECORDED'

PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
APRIL, 2019



Vicinity Map
SCALE: 1"=1000'

NOTES

- EXISTING AND PROPOSED CONTOURS ARE SHOWN IN ONE FOOT INTERVALS.
- PROJECT IS ZONE X ACCORDING TO FEMA FLOOD MAPS 49011C0509E, EFF. 6-18-2007 AND 49011C0507E, EFF. 6-18-2007

Site Information

Parcel ID# 01-047-0357
ODELL AVE. & ORCHARD DRIVE
NORTH SALT LAKE, DAVIS COUNTY, UTAH

PARKING.....68 TOTAL
4 ON-STREET STALLS
2 CAR DRIVEWAY (32 STALLS)
2 CAR GARAGE (32 STALLS)

PARCEL PRIOR TO DEV.....54,327 s.f. (1.25 ACRES)
AREA DEEDED TO POWERS.....(3,291) s.f. ((0.08) ACRES)

TOTAL PARCEL AREA AT DEV.....51,036 s.f. (1.17 ACRES)
RIGHT-OF-WAY DEDICATION.....(3,997) s.f. ((0.09) ACRES) 7.8%
BUILDING AREA.....15,204 s.f. (0.35 ACRES) 29.8% 16 UNITS
HARD SURFACED AREA.....16,467 s.f. (0.38 ACRES) 32.3%
LANDSCAPE AREA.....15,368 s.f. (0.35 ACRES) 30.1%

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF ODELL LANE, SAID POINT IS 948.84 FEET S89°54'24"W ALONG THE SECTION LINE AND 694.98' N00°05'36"W FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1, AND RUNNING THENCE S69°40'45"E 220.15 FEET TO THE BEGINNING OF A 17.51-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 20.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 68°20'19" (CHORD TO SAID CURVE BEARS S35°30'35"E FOR A DISTANCE OF 19.66 FEET); THENCE S43°03'24"W 227.61 FEET; THENCE N69°57'40"W 238.10 FEET; THENCE N24°31'50"E 112.35 FEET; THENCE S70°08'36"E 60.94 FEET; THENCE N22°36'24"E 109.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,036 SQUARE FEET OR 1.172 ACRES MORE OR LESS.

Storm Runoff Calculations North Salt Lake-Odell Townhomes

1/3/2019 OF 6440-15

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for North Salt Lake, UT area taken from the NOAA Atlas 14 database, using a 25 year 24 hour storm for retention. Storm water runoff has been calculated for **completed site conditions**.

The calculations are as follows:

1. Drainage Area:
Total Area = 1.25 acre or 54327 ft²

Runoff Coefficients
Paved Area (ft²) 12810 C = 0.90
Landscaped Area (ft²) 22316 C = 0.20
Bio-infiltration Area (ft²) 0 C = 0.10
Roof/Hardscape Area (ft²) 19201 C = 0.80

Weighted Runoff Coefficient C = 0.61

2. Volume of Run-off for 100-year 24-hour Storm Event:
C = 0.61 Post-Development Allowed Flow: 0 cfs/acre (Retention Facility)
I = See Below in/hr
A = 54327 ft²
Q(out) = 0.00 ft³/s

time (min)	time (sec)	i (in.)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0.00	0.00	0.00	0.00
5	300	0.45	5.40	4.16	1247.74	0.00	1247.74
10	600	0.69	8.28	6.39	1913.20	0.00	1913.20
15	900	0.86	10.32	8.05	2384.57	0.00	2384.57
30	1800	1.16	13.92	10.79	3216.40	0.00	3216.40
60	3600	1.43	17.16	13.44	3965.04	0.00	3965.04
120	7200	1.63	19.56	15.63	4519.60	0.00	4519.60
180	10800	1.71	20.52	16.16	4741.42	0.00	4741.42
360	21600	1.94	23.28	18.25	5381.92	0.00	5381.92
720	43200	2.39	28.68	22.65	6626.89	0.00	6626.89
1440	86400	2.91	34.92	28.09	8068.73	0.00	8068.73

Total Required Retention Volume: 8,068.7 ft³

SURVEYOR'S CERTIFICATE

I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **ORCHARD GROVE** IN **NORTH SALT LAKE, DAVIS COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **NORTH SALT LAKE, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS ____ DAY OF _____, 20____.

9031945

UTAH LICENSE NUMBER



OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO UNITS AND PRIVATE STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT **ORCHARD GROVE**, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PRIVATE THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PRIVATE UTILITY, STORM WATER RETENTION, AND DRAINAGE EASEMENTS, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO TO DEDICATE ALL COMMON AREAS AS PUBLIC UTILITY AND DRAINAGE EASEMENT.

SIGNED THIS ____ DAY OF _____, 20____.

BANK OF UTAH ACKNOWLEDGMENT

STATE OF UTAH) ss.
COUNTY OF _____)

ON THIS THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF BANK OF UTAH, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

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

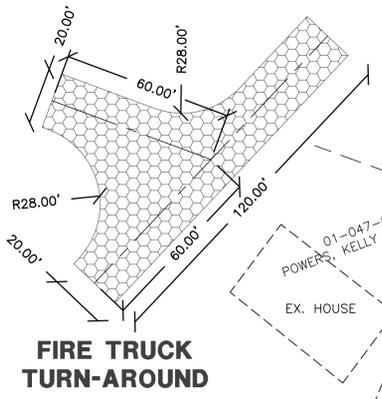
LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH) ss.
COUNTY OF _____)

ON THE ____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION NO. _____
PRINTED FULL NAME OF NOTARY _____



FIRE TRUCK TURN-AROUND

LEGEND

- +— SECTION CORNER
- SECTION LINE
- BOUNDARY LINE
- EXISTING FENCE LINE
- EXISTING CONTOURS
- PROPOSED CONTOURS
- ADJOINING PROPERTY
- SS--- PROPOSED SANITARY SEWER LINE
- EX.SS--- EXISTING SANITARY SEWER LINE
- W--- PROPOSED CULINARY WATER LINE
- EX.W--- EXISTING CULINARY WATER LINE
- SD--- PROPOSED STORM DRAIN
- EX.SD--- EXISTING STORM DRAIN
- P--- POWER LINE
- PROPOSED STREET LIGHT
- PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- PLUG W/ 2" BLOW-OFF
- PROPOSED STORM DRAIN MANHOLE
- PP --- EXISTING POWER POLE
- EXISTING ASPHALT SURFACE
- PROPOSED ASPHALT SURFACE
- PROPOSED CONCRETE SURFACE
- DEDICATE TO CITY
- FIRE TURN-AROUND

IRRIGATION EASEMENT IN FAVOR OF SOUTH DAVIS COUNTY WATER IMPROVEMENT DISTRICT (ENTRY 197092, BOOK 176, PAGE 634)

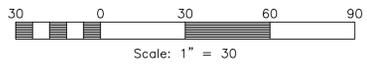
FOUND BRASS CAP MONUMENT AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SLB&M

FOUND BRASS CAP MONUMENT AT THE SOUTH WEST CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SLB&M

FOUND BRASS CAP MONUMENT AT THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SLB&M

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD. LENGTH	TANGENT	CHD. BEARING	DELTA
C1	17.51'	20.88'	19.66'	11.88'	S35°30'35"E	68°20'19"



RECOMMENDED FOR APPROVAL
THIS ____ DAY OF _____, 20____.

CITY ENGINEER

RECOMMENDED FOR APPROVAL
THIS ____ DAY OF _____, 20____.

CITY ATTORNEY

RECOMMENDED FOR APPROVAL
THIS ____ DAY OF _____, 20____.

CHAIRMAN, PLANNING COMMISSION

CITY COUNCIL'S APPROVAL
PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY,
THIS ____ DAY OF _____, 20____.

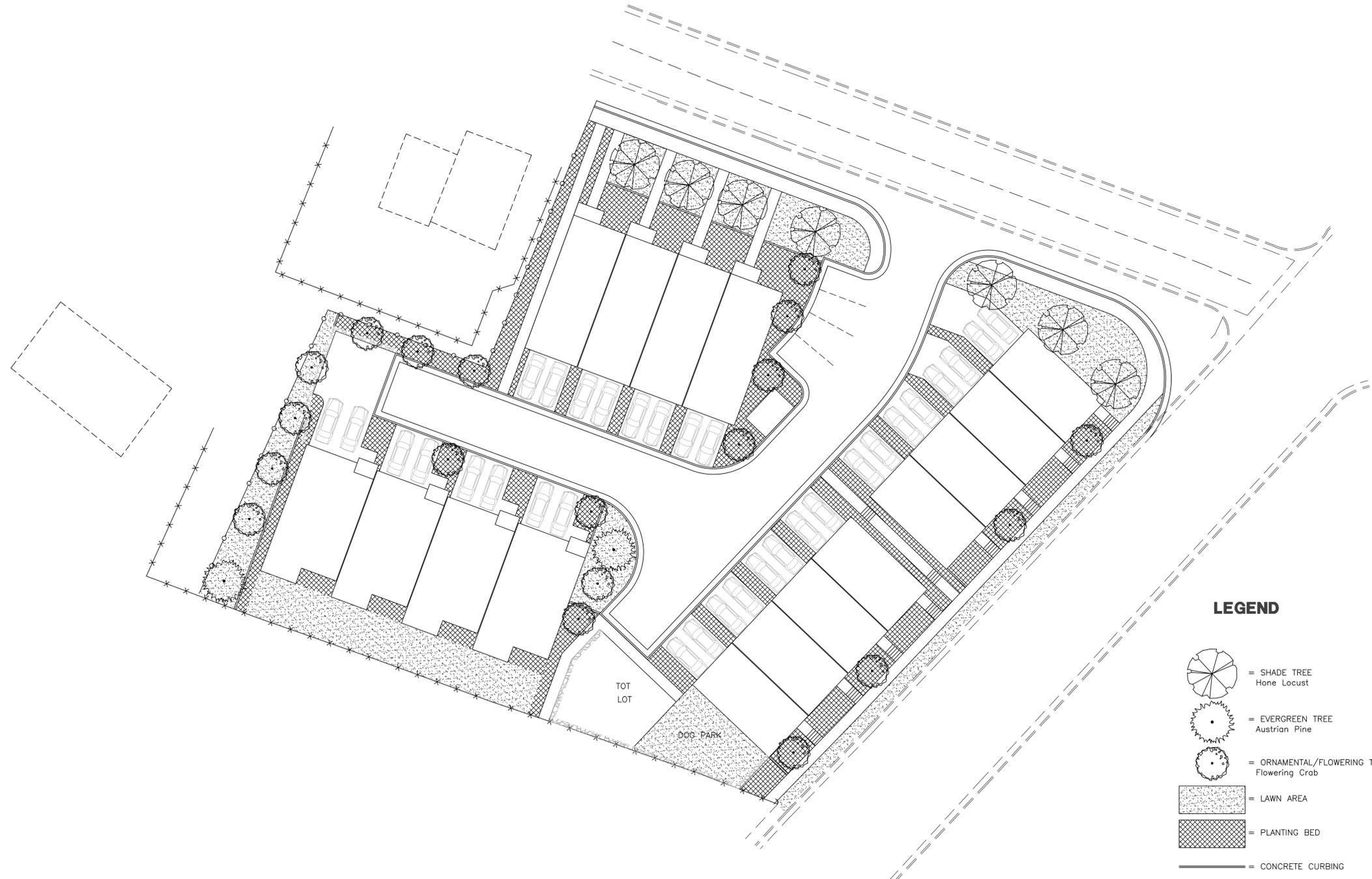
CITY RECORDER ATTEST: _____
MAYOR: _____

DEVELOPER:
BRIGHTON HOMES
215 NORTH REDWOOD ROAD, SUITE 8
NORTH SALT LAKE, UT. 84054
(801) 397-9755

PROJECT INFORMATION
Surveyor: T. HATCH
Project Name: ORCHARD GROVE
Designer: E. ROCHE
Number: 6440-15
Scale: 1"=30'
Begin Date: 4-4-19
Revision: 5-1-19
Checked: _____

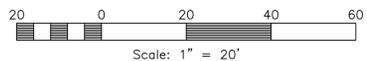


DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
AND RECORDED, _____ AT _____
IN BOOK _____ OF _____
THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR: _____
DAVIS COUNTY RECORDER _____
DEPUTY: _____



LEGEND

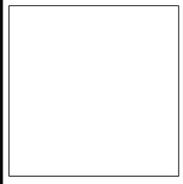
-  = SHADE TREE
Hone Locust
-  = EVERGREEN TREE
Austrian Pine
-  = ORNAMENTAL/FLOWERING TREE
Flowering Crab
-  = LAWN AREA
-  = PLANTING BED
-  = CONCRETE CURBING



Reeve & Associates, Inc.
 5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
 TEL: (801) 821-2100 FAX: (801) 821-2666 www.reeve-assoc.com
 LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
 TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS	DESCRIPTION
DATE	

Orchard Grove
 NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
Landscape Concept Plan



Project Info.

Engineer:	J. NATE REEVE, P.E.
Drafter:	N. Peterson
Begin Date:	JANUARY 2019
Name:	ORCHARD GROVE
Number:	6440-15

Sheet	1
L1	Sheets

EXHIBIT “D”

ORCHARD GROVE P DISTRICT LAND USE STANDARDS

1. Purpose. This Exhibit outlines the standards pursuant to which Orchard Grove Townhomes Residential uses shall be developed within the P District. References herein to the term “Code” shall refer to Title 10 of the North Salt Lake City Code, Land Use and Subdivision Ordinances.
2. Residential Standards for Townhomes.
 - a. Lot Area:
 - i. Due to the nature of townhome development, there shall be no minimum lot area; however, no residential unit constructed in the P district shall have a living area less than 1,400 square feet and a minimum of 3 bedrooms.
 - b. Maximum Coverage Area.
 - i. Due to the nature of townhome development and the unusual shape of the property, there shall be no maximum coverage area per lot.
 - c. Maximum Height of Buildings.
 - i. The maximum height for all residential structures in the P District shall be thirty-five (35) feet from finished final grade, per city land use ordinance section 10-1-25.
 - d. Lot Width and Depth:
 - i. The minimum lot width and depth for the lot shall be as depicted on the approved preliminary design plan.
 - e. Setbacks, front:
 - i. The front yard setback shall be a minimum of ten (10’) feet from the new dedicated right-of-way line for the units fronting Orchard Drive.
 - ii. The front yard setback be a minimum of twenty-five (25) fet from the new dedicated right-of-way for the untis fronting Odell Lane
 - f. Setbacks, rear:
 - i. The minimum rear yard setback from the development boundary shall be a minimum of thirteen (13) feet.
 - g. Setbacks, side:
 - i. The minimum side yard setback from the development boundary shall be a minimum of eight (8) feet.
 - h. Setbacks for individual units:
 - i. The side yard setbacks shall be zero (0) feet between units.
 - ii. The minimum distance between residential buildings shall be ten (10) feet.
 - i. Minimum Landscape Percentage.
 - i. The minimum landscape percentage for the entire development shall be 30%.
 - j. Accessory Buildings:
 - i. Accessory buildings shall not be allowed for individual residential units.
 - ii. Accessory buildings or structures within the common area shall include only those necessary for the operations of the Home Owners Associations

and enjoyment of the residents, including a trash enclosure, playground equipment, etc.

- k. Fence:
 - i. The maximum solid fence height within 20 feet of a public street shall be four (4') feet.
 - ii. The maximum height for the remainder of the perimeter fence shall be eight (8) feet. A minimum six foot composite fence shall be required in the P District on the perimeter of the residential portion of the property in accordance with the Development Agreement.
- l. Parking shall be provided as follows
 - i. Each unit shall include a two (2) car garage, for a total of 32 spaces.
 - ii. Guest parking shall be provided in the amount of 36 spaces, including a minimum of 2 driveways spaces per unit and 4 additional guest spaces within the common area and as shown on the preliminary plan.
 - iii. Total parking provided: 68 spaces, 4.255 spaces per unit.
- 3. Permitted Uses.
 - a. Single family attached dwellings (townhomes)
 - b. Home occupations as regulated by North Salt Lake Land Use Code, Section 10-10-5, as amended.
 - c. One (1) model home unit

EXHIBIT “E”

**ARCHITECTURAL STANDARDS FOR
ORCHARD GROVE TOWNHOMES**

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

Design Standards:

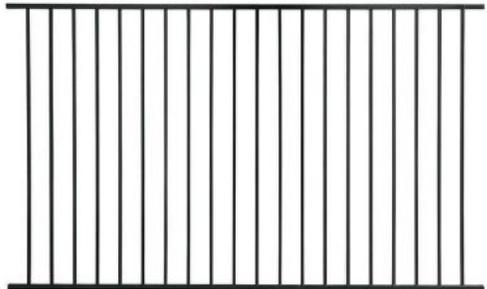
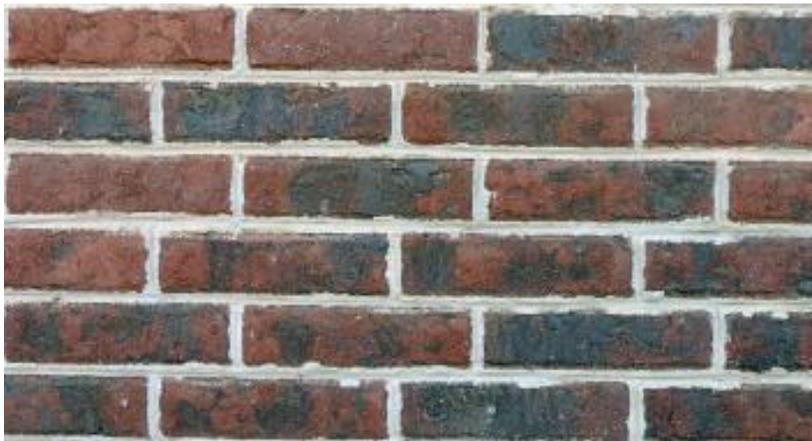
A. Exterior Elevations

All exterior residential elevations shall be consistent with general scheme and design as depicted below and as approved in the General Development Plan for Orchard Grove Townhomes. The units shall utilize shared common space and rear entry garages as depicted on the Preliminary Plan and General Development Plan. In order to create a varied streetscape individual units shall be varied in architectural accents, colors, and materials. All homes in the community will have two-garages side by side garages.



B. Exterior Finishes and Colors

- 1. Materials and Colors.** Exterior materials shall consist of Fiber Cement Board, Brick, Stucco and Metal accents, and Asphalt Shingles. The following colors and materials shall be used in the construction of all townhomes. Minor variations in color/tone may be approved by the Community Development Director in accordance with this general color pallet.

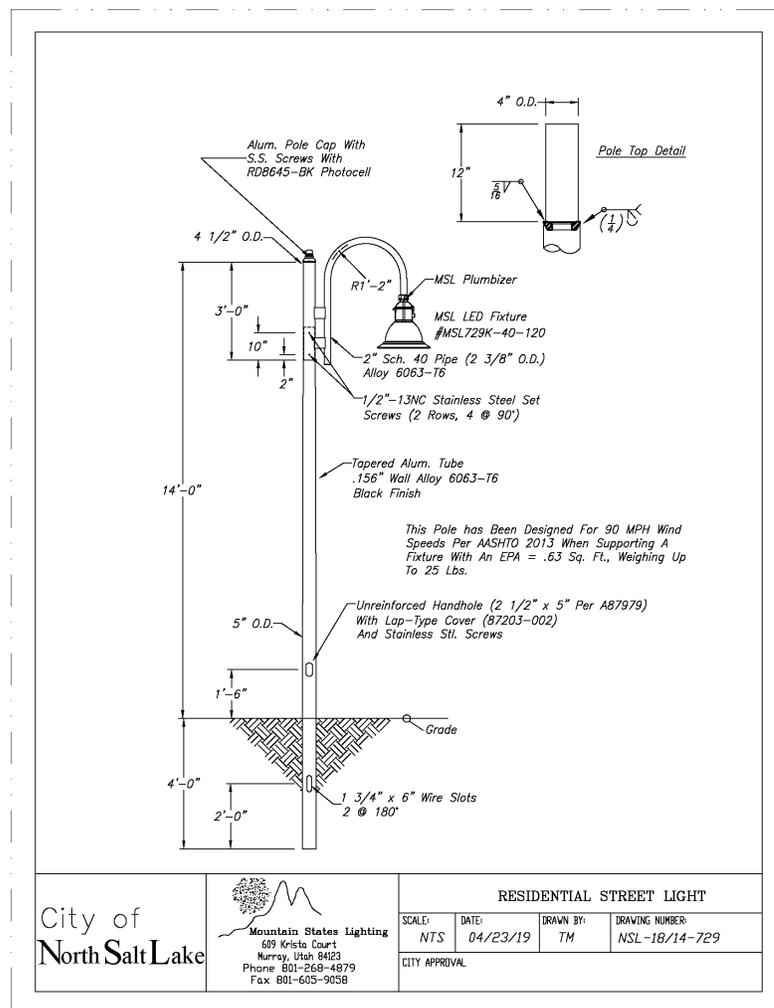


C. Garages and Driveways

Interiors of garages shall be sheet-rocked and taped. All homes must have at least a 2 car garage, side by side. Sanded, textured and painted drywall is optional.

D. Lamp Posts, Building Lighting

The development shall utilize the following light poles in black. Declarant will install the following commercial quality lamp post, or another mutually agreed upon between the City and Developer:



Declarant will submit a lighting plan detailing the location of the proposed lamp posts with final plat application.

All site/building lighting shall be shielded and directed downward so light spill does not adversely affect adjacent properties or streets.

E. Landscaping

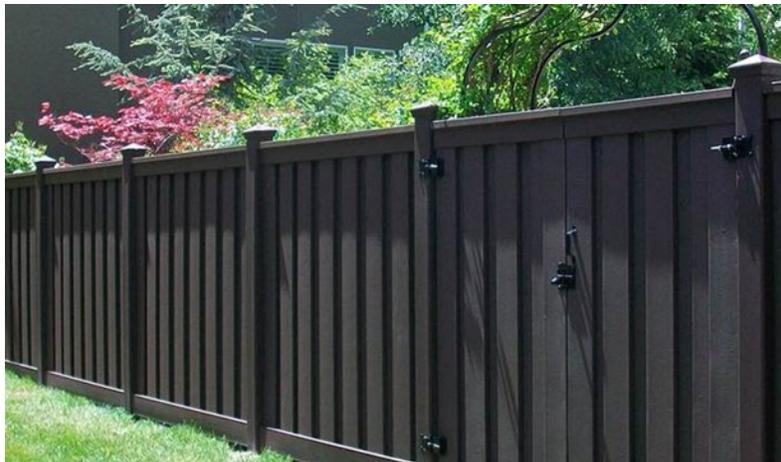
Upon completion of each unit, the Declarant shall install landscaping in accordance with the approved landscape plan. A unity of the design of an overall development master plan shall be achieved by the repetition of certain plant varieties, colors and materials to tie the overall development together.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

F. Mailboxes

Mailbox clusters, with mailboxes and newspaper receptacles will be provided by Declarant based on the requirements and approval of the U.S. Postal Service. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner.

G. Fencing Material

The project perimeter fencing material with composite fencing material, similar to the figure below, in a color coordinated with the materials used in the construction of the townhomes.



**EXHIBIT “F”
RECORDABLE MEMORANDUM OF AGREEMENT**

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

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

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Memorandum”) is made by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation, whose address is 10 East Center Street, North Salt Lake, Utah, 84054, hereinafter referred to as the “City,” and _____, a **Utah limited liability company**, whose address is _____ (“Developer”).

Developer and the City have entered into that certain “Development Agreement for Orchard Grove Townhomes”, dated May 21, 2019 (referred to herein as the “Agreement”) regarding the real property to be known as the Orchard Grove Townhomes PUD and more particularly described on the attached **Schedule “A”** (the “Property”). Copies of the Agreement are on file in the offices of the City of North Salt Lake.

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

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

“CITY”

CITY OF NORTH SALT LAKE

ATTEST:

City Recorder

By: _____
Mayor

State of Utah)
 ss.
County of Davis)

This instrument was acknowledged before me on _____, 2019, by _____ as _____ of City of North Salt Lake, a Utah municipal corporation.

[Seal]

NOTARY PUBLIC

My Commission Expires: _____

“DEVELOPER”

By: _____

Title: _____

State of Utah)
 ss.
County of Davis)

This instrument was acknowledged before me on _____, 2019, by _____ as _____ of _____, a Utah Limited Liability company.

[Seal]

NOTARY PUBLIC

My Commission Expires: _____

ORDINANCE NO. 2019-04

AN ORDINANCE AMENDING THE CITY OF NORTH SALT LAKE ZONING MAP BY CHANGING THE ZONING OF PROPERTY LOCATED GENERALLY AT 378 EAST ODELL LANE WITHIN THE CITY OF NORTH SALT LAKE, STATE OF UTAH, FROM MULTIFAMILY RESIDENTIAL RM-7 TO P, PLANNED DISTRICT.

WHEREAS, the City of North Salt Lake has received an application from Brighton Development Utah to amend the zoning for property located generally at 378 East Odell Lane from RM-7, Multifamily Residential 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 of the Land Use Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF 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 1.172 acres of property located generally at 378 East Odell Lane within the city limits of the City of North Salt Lake, and more particularly described as Davis County parcel number 01-047-0357, from RM-7, Multifamily Residential to P, Planned District.

Section 2. 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 3. Effective Date. This Ordinance shall become effective upon publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, THIS 21st DAY OF MAY, 2019.

CITY OF NORTH SALT LAKE

By: _____
Len Arave, Mayor

ATTEST:

City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Council Member Hood	_____
Council Member Horrocks	_____
Council Member Baskin	_____
Council Member Mumford	_____
Council Member Porter	_____

Property Description:

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF ODELL LANE, SAID POINT IS 948.84 FEET S89°54'24"W ALONG THE SECTION LINE AND 694.98' N00°05'36"W FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1, AND RUNNING THENCE S69°40'45"E ALONG SAID SOUTHERLY RIGHT OF WAY 220.15 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 17.51 FEET, AN ARC LENGTH OF 20.88 FEET, A DELTA ANGLE OF 68°20'19", A CHORD BEARING OF S35°30'35"E, AND A CHORD LENGTH OF 19.66 FEET TO THE WESTERLY LINE OF ORCHARD LANE; THENCE S43°03'24"W ALONG SAID RIGHT OF WAY LINE 227.61 FEET; THENCE N69°57'40"W 222.02 FEET; THENCE N24°31'50"E 112.35 FEET; THENCE S70°08'36"E 60.94 FEET; THENCE N22°36'24"E 109.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,036 SQUARE FEET OR 1.172 ACRES MORE OR LESS.



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Llewelyn, Community Development Director
DATE: May 21, 2019
SUBJECT: Consideration of Preliminary Plan approval for Orchard Grove PUD at 378 East Odell Lane

RECOMMENDATION

The Planning Commission recommends to the City Council approval of the preliminary plan for Orchard Grove PUD located at 378 East Odell Lane subject to the following:

1. Approval of the P-District Rezone and Development Agreement by the City Council;
2. The resolution of the appeal hearing upholding the approval of the General Development Plan by the City Council.

BACKGROUND

The purpose of this application is to facilitate the general development plan known as Orchard Grove Townhomes located at approximately 378 East Odell Lane. The property is a total of approximately 1.24 acres currently zoned RM-7 and is recommended for a rezone to the P-District. The general development plan for Orchard Grove Townhomes was approved by the City Council on April 2, 2019. In conjunction with the P-District rezone request, the development agreement will include this preliminary plan.

REVIEW

The project will be developed in one phase for final platting. The townhomes are being platted for individual sale. The DRC has reviewed the preliminary plat for compliance with applicable standards of the subdivision ordinance. The Engineering division will require final civil drawings prior to final plat. The preliminary plan meets the minimum standards for the zone and conforms to the proposed zone change and draft development agreement

POSSIBLE MOTION

I move that the City Council approve the proposed preliminary plan for Orchard Grove PUD located at 378 East Odell Lane subject to the following:

1. Resolution of the appeal hearing upholding the approval of the General Development Plan by the City Council.

Attachments

- 1) Preliminary Plan

ORCHARD GROVE PRELIMINARY PLAT - 'NOT TO BE RECORDED'

PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
APRIL, 2019



Vicinity Map
SCALE: 1"=1000'

NOTES

- EXISTING AND PROPOSED CONTOURS ARE SHOWN IN ONE FOOT INTERVALS.
- PROJECT IS ZONE X ACCORDING TO FEMA FLOOD MAPS 49011C0509E, EFF. 6-18-2007 AND 49011C0507E, EFF. 6-18-2007

Site Information

Parcel ID# 01-047-0357
ODELL AVE. & ORCHARD DRIVE
NORTH SALT LAKE, DAVIS COUNTY, UTAH

PARKING.....	68 TOTAL
	4 ON-STREET STALLS
	2 CAR DRIVEWAY (32 STALLS)
	2 CAR GARAGE (32 STALLS)
PARCEL PRIOR TO DEV.....	54,327 s.f. (1.25 ACRES)
AREA DEEDED TO POWERS.....	(3,291) s.f. ((0.08) ACRES)
TOTAL PARCEL AREA AT DEV.....	51,036 s.f. (1.17 ACRES)
RIGHT-OF-WAY DEDICATION.....	(3,997) s.f. ((0.09) ACRES) 7.8%
BUILDING AREA.....	15,204 s.f. (0.35 ACRES) 29.8% 16 UNITS
HARD SURFACED AREA.....	16,467 s.f. (0.38 ACRES) 32.3%
LANDSCAPE AREA.....	15,368 s.f. (0.35 ACRES) 30.1%

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF ODELL LANE, SAID POINT IS 948.84 FEET S89°54'24"W ALONG THE SECTION LINE AND 694.98' N00°05'36"W FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1, AND RUNNING THENCE S69°40'45"E 220.15 FEET TO THE BEGINNING OF A 17.51-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 20.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 68°20'19" (CHORD TO SAID CURVE BEARS S35°30'35"E FOR A DISTANCE OF 19.66 FEET); THENCE S43°03'24"W 227.61 FEET; THENCE N69°57'40"W 238.10 FEET; THENCE N24°31'50"E 112.35 FEET; THENCE S70°08'36"E 60.94 FEET; THENCE N22°36'24"E 109.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,036 SQUARE FEET OR 1.172 ACRES MORE OR LESS.

Storm Runoff Calculations

North Salt Lake-Odeell Townhomes
1/3/2019 OF 6440-15

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for North Salt Lake, UT area taken from the NOAA Atlas 14 database, using a 25 year 24 hour storm for retention. Storm water runoff has been calculated for completed site conditions.

The calculations are as follows:

1. Drainage Area:

Total Area =	1.25 acre or	54327 ft ²
--------------	--------------	-----------------------

Runoff Coefficients

Paved Area (ft ²)	12810	C = 0.90
Landscaped Area (ft ²)	22316	C = 0.20
Bio-infiltration Area (ft ²)	0	C = 0.10
Roof/Hardscape Area (ft ²)	19201	C = 0.90

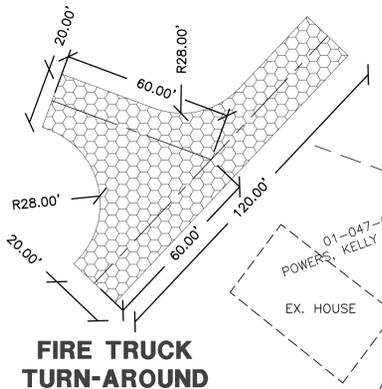
Weighted Runoff Coefficient C = 0.61

2. Volume of Run-off for 100-year 24-Hour Storm Event:

C = 0.61 Post-Development Allowed Flow: 0 cfs/acre (Retention Facility)
I = See Below in/hr
A = 54327 ft²
Q(out) = 0.00 ft³/s

time (min)	time (sec)	i (in.)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0.00	0.00	0.00	0.00
5	300	0.45	5.40	4.16	1247.74	0.00	1247.74
10	600	0.69	4.14	3.19	1913.20	0.00	1913.20
15	900	0.86	3.44	2.65	2384.57	0.00	2384.57
30	1800	1.16	2.32	1.79	3216.40	0.00	3216.40
60	3600	1.43	1.43	1.10	3965.04	0.00	3965.04
120	7200	1.63	0.82	0.63	4519.60	0.00	4519.60
180	10800	1.71	0.57	0.44	4741.42	0.00	4741.42
360	21600	1.94	0.32	0.25	5381.92	0.00	5381.92
720	43200	2.39	0.20	0.15	6626.89	0.00	6626.89
1440	86400	2.91	0.12	0.09	8068.73	0.00	8068.73

Total Required Retention Volume: 8,068.7 ft³



FIRE TRUCK TURN-AROUND

LEGEND

- +— SECTION CORNER
- SECTION LINE
- BOUNDARY LINE
- EXISTING FENCE LINE
- EXISTING CONTOURS
- PROPOSED CONTOURS
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- EX.SD--- EXISTING STORM DRAIN
- POWER LINE
- PROPOSED STREET LIGHT
- PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY SEWER MANHOLE
- PLUG W/ 2" BLOW-OFF
- PROPOSED STORM DRAIN MANHOLE
- PP = EXISTING POWER POLE
- = EXISTING ASPHALT SURFACE
- = PROPOSED ASPHALT SURFACE
- = PROPOSED CONCRETE SURFACE
- = DEDICATE TO CITY
- = FIRE TURN-AROUND



IRRIGATION EASEMENT IN FAVOR OF SOUTH DAVIS COUNTY WATER IMPROVEMENT DISTRICT (ENTRY 197092, BOOK 176, PAGE 634)

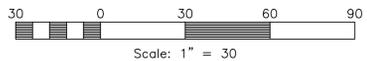
FOUND BRASS CAP MONUMENT AT THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SLB&M

FOUND BRASS CAP MONUMENT AT THE SOUTH WEST CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SLB&M

FOUND BRASS CAP MONUMENT AT THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SLB&M

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD. LENGTH	TANGENT	CHD. BEARING	DELTA
C1	17.51'	20.88'	19.66'	11.88'	S35°30'35"E	68°20'19"



RECOMMENDED FOR APPROVAL
THIS _____ DAY OF _____, 20____.

CITY ENGINEER

RECOMMENDED FOR APPROVAL
THIS _____ DAY OF _____, 20____.

CITY ATTORNEY

RECOMMENDED FOR APPROVAL
THIS _____ DAY OF _____, 20____.

CHAIRMAN, PLANNING COMMISSION

CITY COUNCIL'S APPROVAL
PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY,
THIS _____ DAY OF _____, 20____.

CITY RECORDER ATTEST: _____
MAYOR: _____

SURVEYOR'S CERTIFICATE
I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **ORCHARD GROVE** IN **NORTH SALT LAKE, DAVIS COUNTY, UTAH**, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **DAVIS COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **NORTH SALT LAKE, DAVIS COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20____.

9031945
UTAH LICENSE NUMBER

OWNERS DEDICATION AND CERTIFICATION
WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO UNITS AND PRIVATE STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT **ORCHARD GROVE**, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PRIVATE THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PRIVATE UTILITY, STORM WATER RETENTION, AND DRAINAGE EASEMENTS, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO TO DEDICATE ALL COMMON AREAS AS PUBLIC UTILITY AND DRAINAGE EASEMENT.

SIGNED THIS _____ DAY OF _____, 20____.

BANK OF UTAH ACKNOWLEDGMENT
STATE OF UTAH)ss.
COUNTY OF _____)

ON THIS THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF BANK OF UTAH, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

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

LIMITED LIABILITY ACKNOWLEDGMENT
STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY
MY COMMISSION NO. _____
PRINTED FULL NAME OF NOTARY _____

PROJECT INFORMATION
Surveyor: **T. HATCH** Project Name: **ORCHARD GROVE**
Designer: **E. ROCHE** Number: **6440-15**
Begin Date: **4-4-19** Scale: **1"=30'**
Revision: **5-1-19**
Checked: _____

DAVIS COUNTY RECORDER
ENTRY NO. _____ FEE PAID _____
AND RECORDED, _____ AT _____
IN BOOK _____ OF _____
THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR: _____
DAVIS COUNTY RECORDER
DEPUTY: _____

Reeve & Associates, Inc.
3100 S. 1500 W. BAYVIEW, UTM 64405
TEL: (801) 621-3100 FAX: (801) 621-2866 www.reeve-assoc.com
LAND PLANNING • CIVIL ENGINEERING • LAND SURVEYING
TRAFFIC ENGINEERING • STRUCTURAL ENGINEERING • LANDSCAPE ARCHITECTURE



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Llewelyn, Community Development Director
DATE: May 21, 2019
SUBJECT: Consideration of a General Development Plan for the Winnie Ph. 2 at 650 North Orchard Drive

RECOMMENDATION

The Planning Commission recommends to the City Council approval for the Winnie Ph. 2 at 650 North Orchard Drive with the following conditions:

1. The total unit count for the phase will be 20 units
2. The required parking density for phase 2.45 shall be spaces per unit by adding 3 additional guest spaces
3. Amenities within the common area shall be added as part of the final approval of the zone change and development agreement

BACKGROUND

This item and public hearing was tabled on March 26, 2019 by the Planning Commission with a request to the developer to amend the concept and architecture and return to the PC at a future date. The Planning Commission reviewed the revised submittal on May 14, 2019 and made a favorable recommendation.

The proposed general development plan is located at 650 North Orchard Drive. The site is lot 54 in the Winnie PUD recently approved. The lot is 0.83 acres in size of the total 3.5 acre project. When the original application was filed the developer had expressed interest in retaining the lot for future possible mixed use building. The owner has evaluated the marketability of the site and has determined that the best use for the site is to develop it similarly to the other 53 townhome sites. Since making application for Phase 1, the development code was amended to require that future multi-family housing in a CS zone would be required to apply for a P-District Rezone.

The proposed GDP has been reduced from the previously proposed 22 units to 20 units. The units have been reconfigured to provide additional green space and common area between phase 1 and 2. At the time of concept approval the Planning Commission approved a density of up to 22 units/acre for the

project. Phase 2 adds 20 units to the already approved 53 townhomes for a total of 73 townhomes and a density of 21.22 units/acre.

The development area would be considered a village center within the City's General Plan. A village center is defined in the General Plan as: "A node of activity where a combination of businesses, retail commerce, and entertainment may be established, maintained and protected to enhance quality of life for nearby neighborhoods while also providing shopping opportunities for patrons outside the vicinity. The CS and VC (Village Center) zones implement this designation." The property is currently zoned CS and historically has been a node of commercial development in the neighborhood. The surrounding neighborhood is comprised of several multi-family developments and single family developments within Bountiful City and unincorporated Davis County. The Planning Commission must make a determination that this site and area are appropriate for rezone from CS to P-District

North Salt Lake General Plan 2013

Chapter 3 Land Use:

COMMERCIAL AND INDUSTRIAL DESIGNATIONS

Commercial, office, and industrial land uses reflect a wide range of densities and intensities of non-residential and mixed-use developments. Some commercial/industrial land use categories preclude residential uses while others contemplate a mix of uses. This includes:

Village Center

The Village Center designation provides nodes of activity where a combination of businesses, retail commerce and entertainment may be established, maintained and protected to enhance quality of life for nearby neighborhoods while also providing shopping opportunities for patrons outside the vicinity. The CS and VC (Village Center) zones implement this designation.

According to the newly amended Planned (P) District regulations in Chapter 13 of the City's Land Use Ordinance, a general development plan must be accompanied by a P-District Rezone application. The Planning Commission holds a public hearing on the rezone request prior to approval of the General Development Plan, with final approval of the zone change including the successful negotiation of a development agreement and final site plan. No recommendation will be made on the zone change, only the General Development Plan at this time.

REVIEW

The proposed concept plan for this project will have access from Orchard Drive through the existing access to Phase 1. The 12 units that front Orchard Drive have rear entry 2 car side by side garages and a front setback of 20', see exhibit. The remaining 8 units front a common green space with phase 1 and all have 2 car tandem garages. The townhomes are 3 stories and 28 feet. All 20 units are proposed as rental units.

The proposed parking for the development has 2 garage spaces per unit and an additional 9 guest spaces (increased by 3 from the PC review). Phase 1 exceed the required guest parking by 6 spaces

which are proposed to be shared by phase 2. The total parking for phase 1 & 2 are detailed in the following table:

	Garage	Guest	Total	Ratio
Phase 1	106	27	133	2.51/unit
Phase 2	40	9	49	2.45/unit
Project Total	146	36	182	2.49/unit

The standard parking requirement is 2.25 spaces per unit. Some of the tandem garages were removed from the previous proposed GDP, and the PC approved the remaining tandem garages based upon the addition 3 surface parking spaces.

Pedestrian access through the site is achieved with sidewalks in front of each unit. Units 1-12 each have sidewalks from the front doors to the sidewalk. Area will need to be provided for a bus shelter that will be placed at the existing stop to be installed with approved UTA Prop 1 funding.

The landscaping proposed is up from approximately 24% to 34% of the site (this will be slightly reduced due to the addition of 3 more parking spaces). As part of the plan, a common green area is proposed between phase 1 & 2. No amenities have been proposed for this phase or as part of phase 1 as the developer is doing additional market research to determine the most appropriate amenity for the demographic. The Planning Commission has recommended that the applicant determine the appropriate amenities on the site prior to final rezone and development agreement.

The proposed architecture for the units along Orchard Drive is a modern style, flat roof, three story townhomes with brick, cement fiber board, and stucco trim. The proposed elevations have been revised and improved with more brick and colors that are more appealing. The units along Orchard Drive will be designed to provide live/work opportunities for the tenants on the main entry of each unit. Both designs have been modified with varying roof lines, as well as both horizontal and vertical relief.

POSSIBLE MOTION

I move that the City Council approve the proposed General Development Plan for The Winnie, Phase 2 located at 650 North Orchard Drive with the following conditions to be incorporated within the final zone change and development agreement approval:

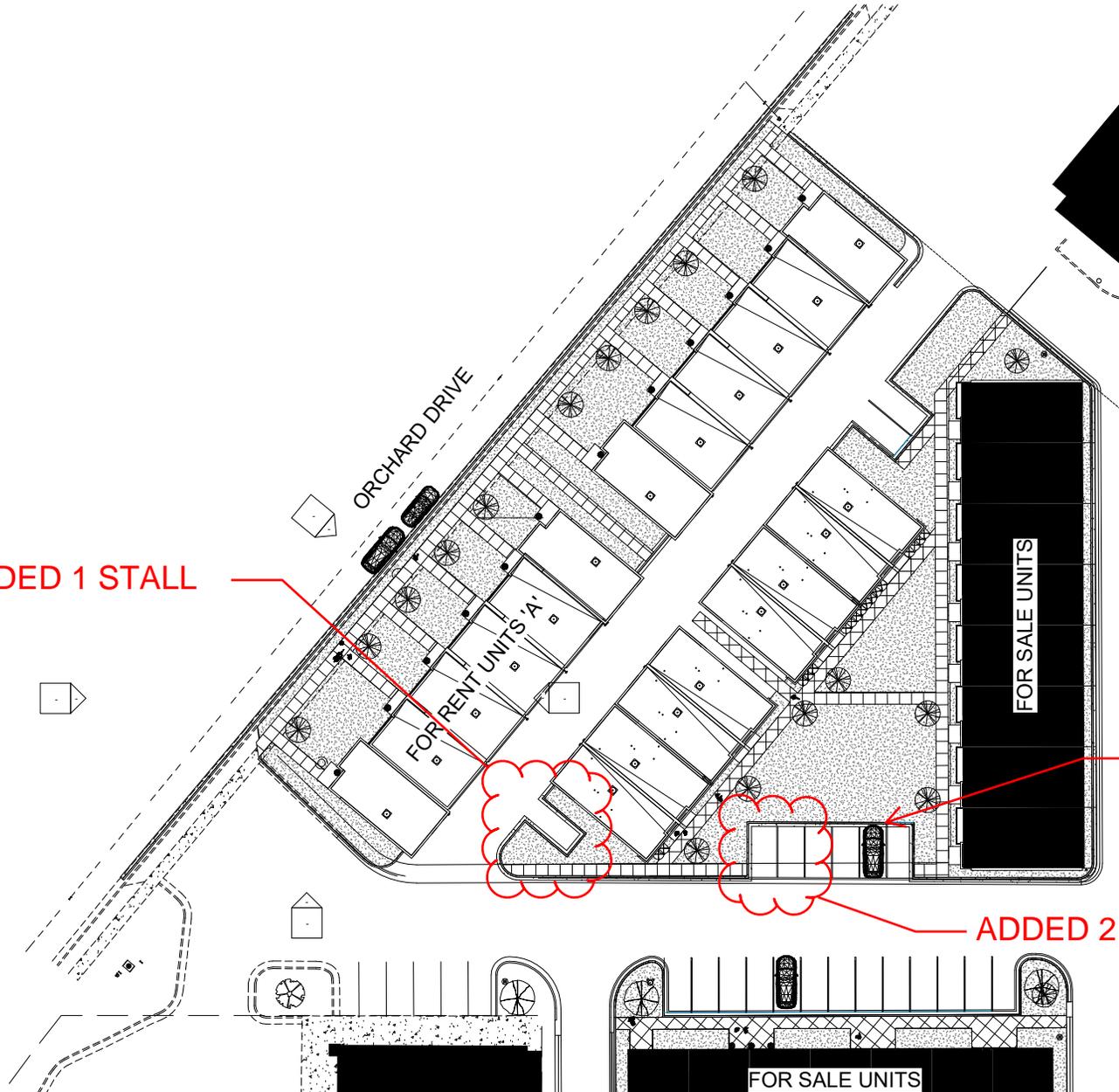
1. The total unit count of phase 2 will be 20 units
2. The required parking density for phase 2 shall be 2.45 spaces per unit
3. The development will be required to provide a residential amenity, such as a tot lot, or other community gathering area within the green space area

Attachments

- 1) Aerial Map

- 2) Zone Map
- 3) Surrounding Land Uses
- 4) Revised Proposed General Development Plan
- 5) Architecture exhibit

ADDED 1 STALL



REMOVED SIDEWALK

ADDED 2 STALLS

FOR SALE UNITS

the WINNIE

PRESENTED BY C.W. URBAN



the WINNIE

ARCHITECTURE EXHIBIT



Varied Parapet Heights

Mixed use unit with full bath on main level

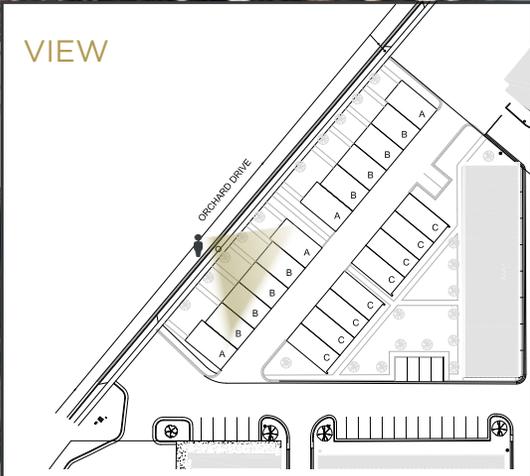
Traditional materials with a modern flair

Masonry is cohesive with neighboring developments

Level 2 Outdoor Space

Eyes on the street with living space on main floor

Walkable site design with inviting green space



the WINNIE

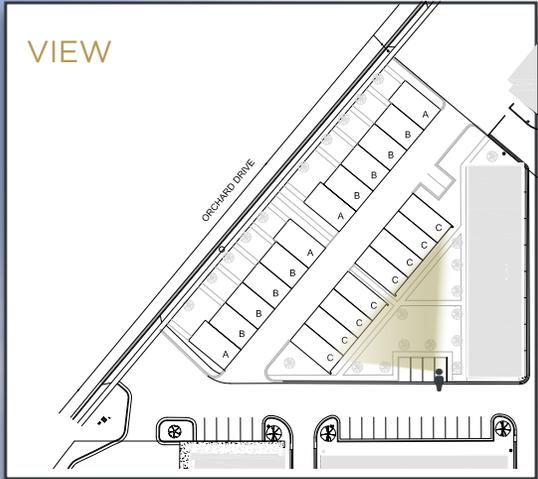
ARCHITECTURE EXHIBIT

Traditional materials with a modern flair

Recessed areas provide depth and interest to park facing facades

Large trees to provide privacy and shade

Ample green space for the community to gather



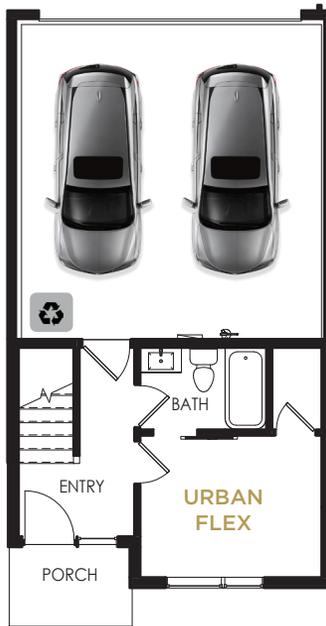
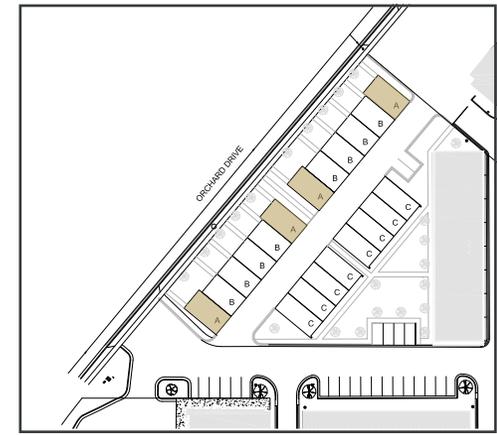
the WINNIE

UNIT A | MIXED USE

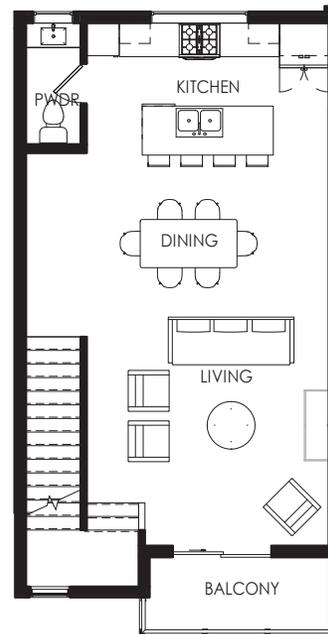
Square Feet: 1462

Bedrooms: ■■■■

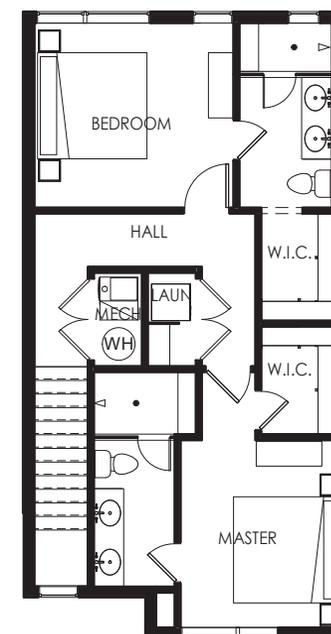
Bathrooms: ■■■■



LEVEL ONE



LEVEL TWO



LEVEL THREE



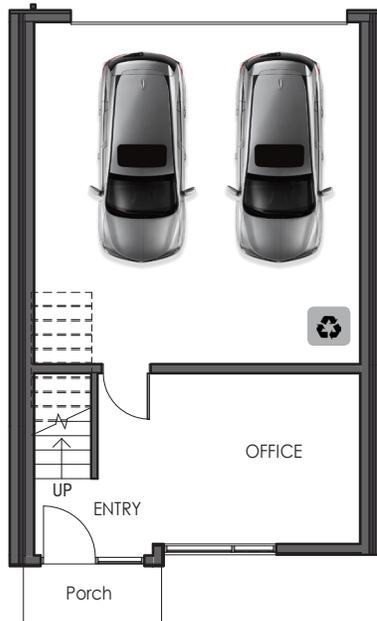
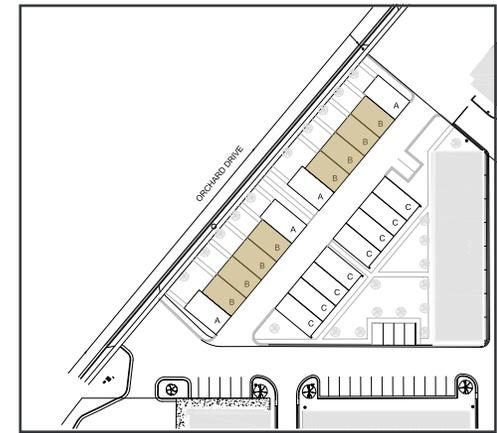
the WINNIE

UNIT B | STREET FACING FACADE

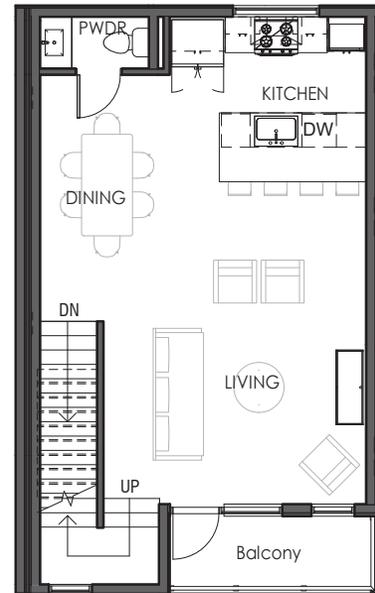
Square Feet: 1366

Bedrooms: ■■

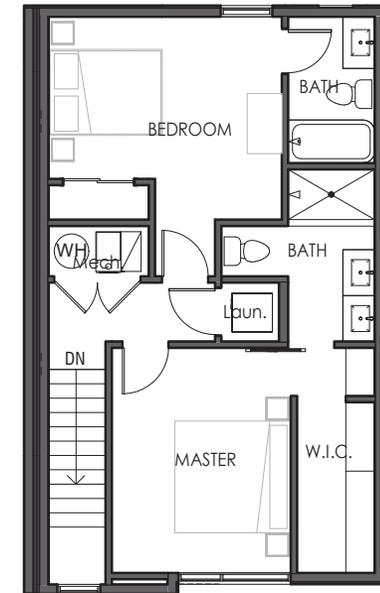
Bathrooms: ■■■



LEVEL ONE



LEVEL TWO



LEVEL THREE



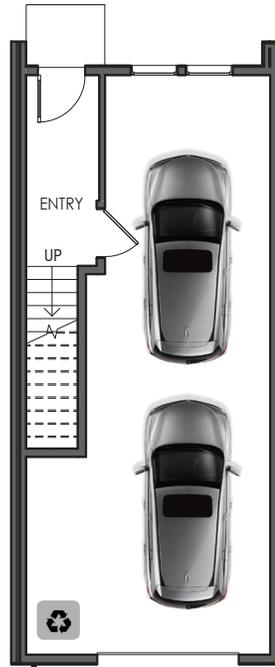
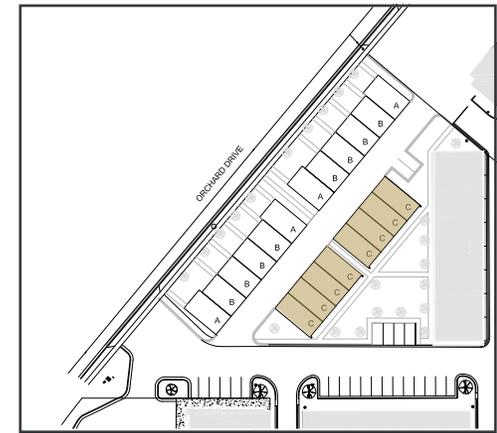
the WINNIE

UNIT C | PARK FACING FACADE

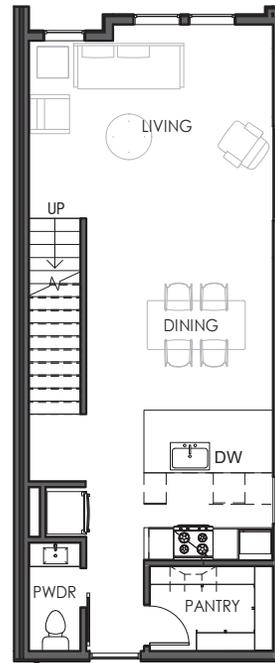
Square Feet: 1331

Bedrooms: ■■

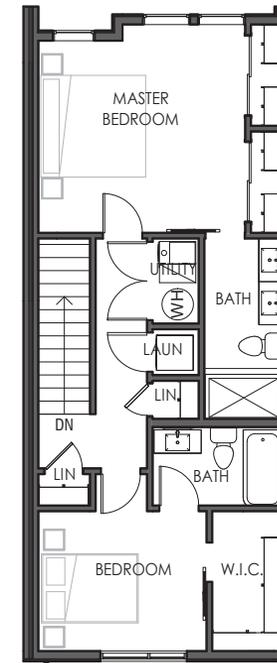
Bathrooms: ■■■



LEVEL ONE



LEVEL TWO



LEVEL THREE



the WINNIE

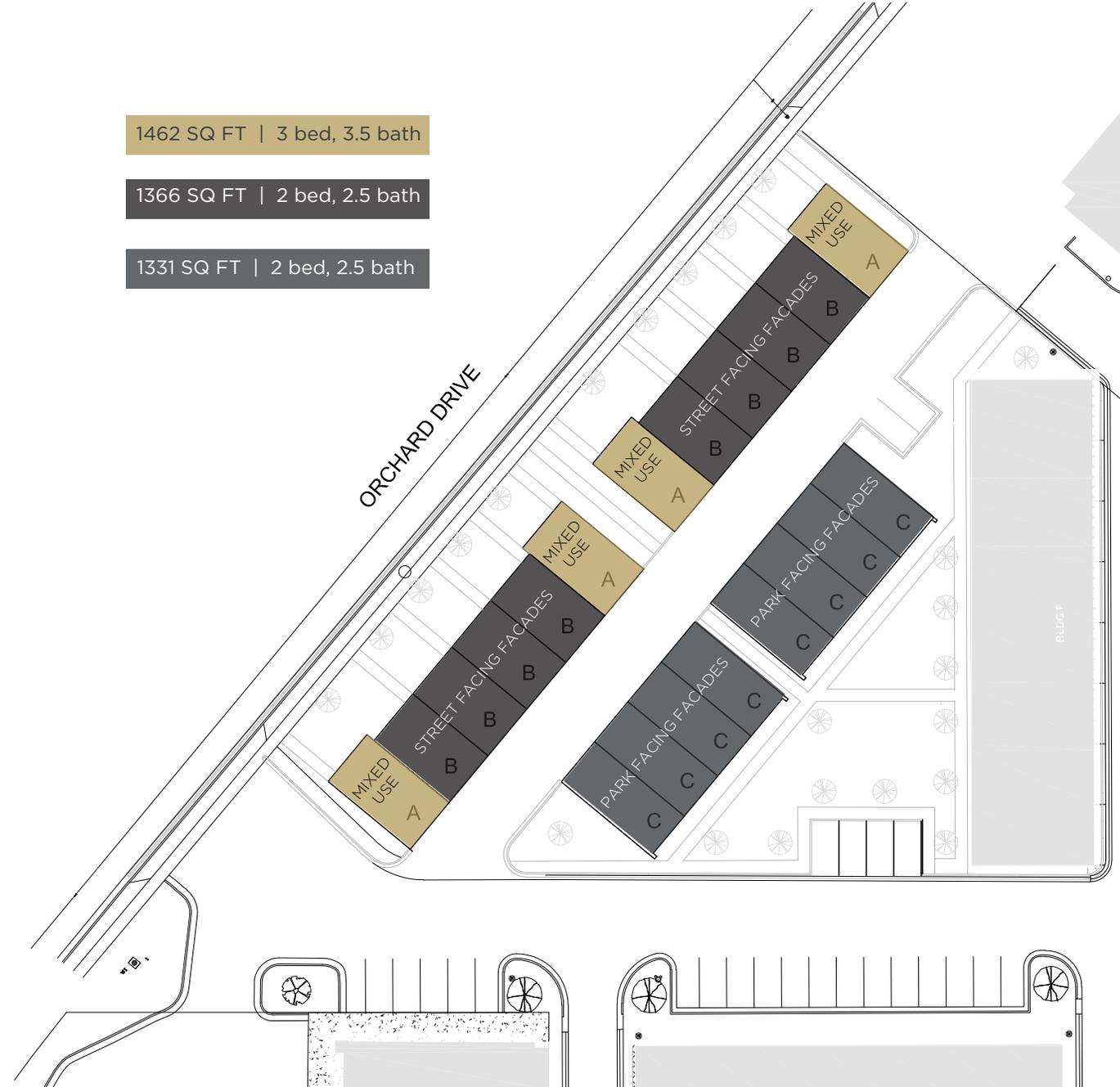
UNIT MIX EXHIBIT

- 0.83 acre parcel of land planned for 20 lot for-rent apartment project
- 3 Unique Floorplans
- Size of units ranges from 1,331-1462 sq ft
- 2 car side by side or tandem garage

1462 SQ FT | 3 bed, 3.5 bath

1366 SQ FT | 2 bed, 2.5 bath

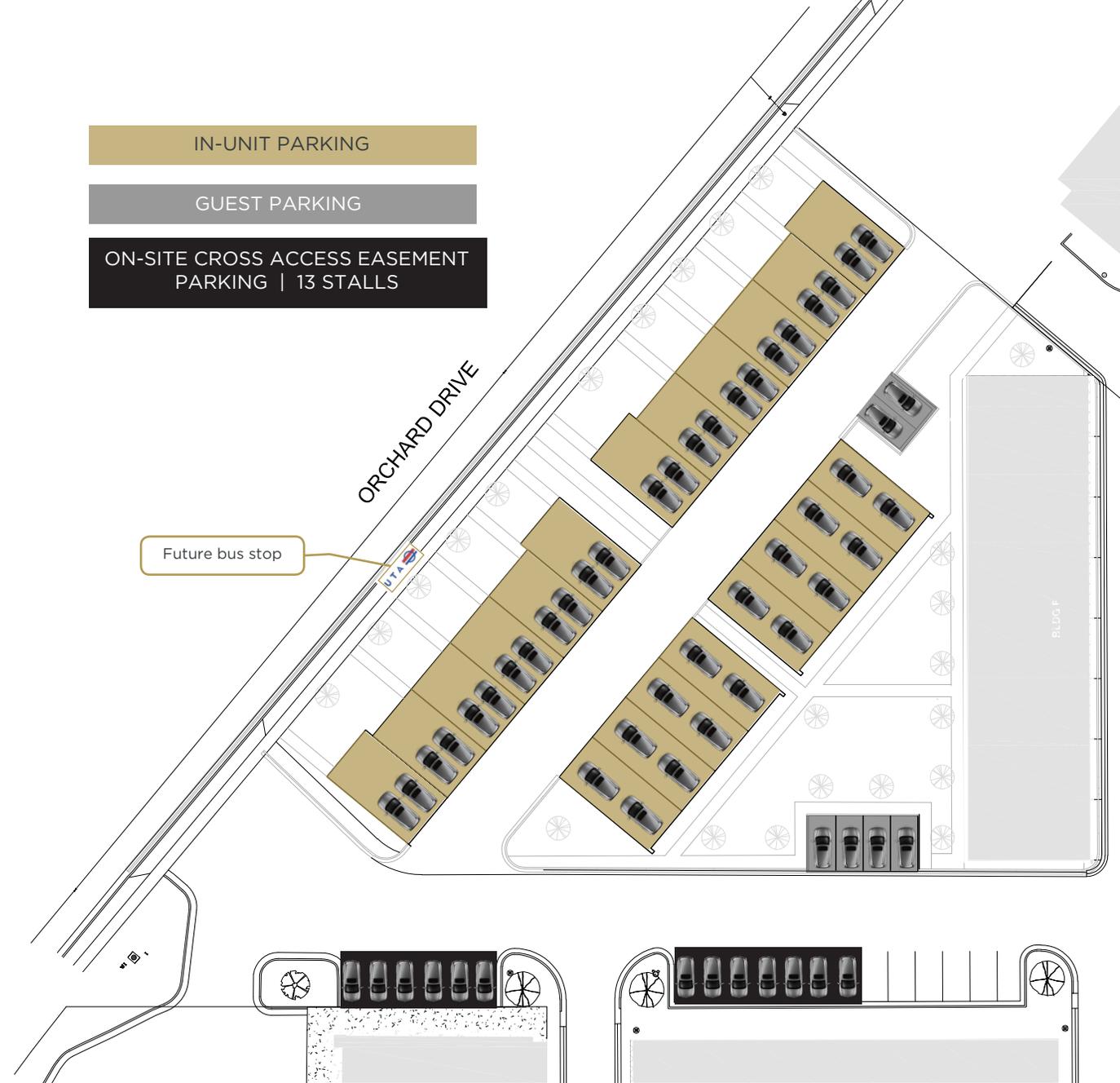
1331 SQ FT | 2 bed, 2.5 bath



the WINNIE

PARKING EXHIBIT

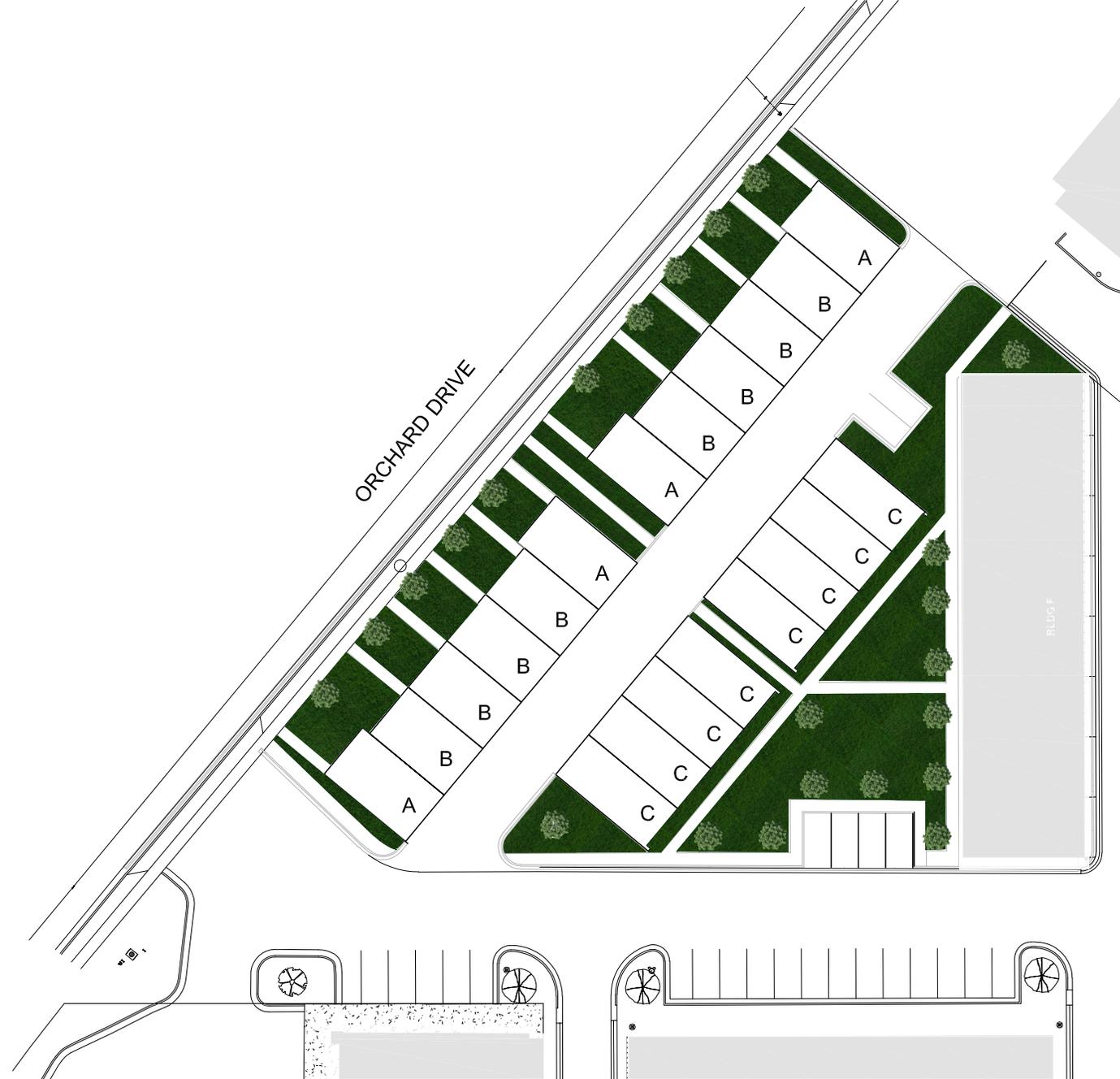
- All units have a 2 car garage
- 6 onsite guest parking stalls
- 2.3 parking stalls per unit
- 13 additional stalls
- Future bus stop



the WINNIE

GREEN SPACE EXHIBIT

- Area of green space: 18,978 square feet
- Populated with large trees to provide ample shade
- Orchard drive activated by street facing facade units and walkways
- View corridor from street facade
- Private and public walkways





CITY OF NORTH SALT LAKE

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

Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: May 21, 2019

SUBJECT: Presentation of a recommendation related to the proposed lease of Eaglewood Golf Course by GreatLIFE Utah.

As you know, we have been performing some due diligence related to the proposed lease of Eaglewood Golf Course by GreatLIFE Utah. The purpose of this item on the agenda is to provide the City Council with a comprehensive review of that due diligence. I will be making a presentation to the Council and to the interested members of the public who will attend. In addition, I will distribute a written report to the Council which will contain all of our due diligence to date on this project.

I will also be making a specific recommendation to the City Council at the meeting. The question that I will be asking of the Council is this: "Should the City Council authorize City staff to prepare a formal contract with GreatLIFE Utah for the lease of Eaglewood Golf Course?" Of course, this question isn't approval of a lease agreement or even a commitment to enter into such an arrangement; rather, this will be a next step forward if the Council is inclined to pursue this matter further.



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Llewelyn, Community Development Director
DATE: May 21, 2019
SUBJECT: Consideration of a Plat Amendment to NSL City Center PUD at 45 East Center Street

RECOMMENDATION

The Planning Commission recommends to the City Council approval of the plat amendment to NSL City Center PUD, creating the North Salt Lake-City Center Condominiums at 45 East Center Street with no conditions.

BACKGROUND

The proposed amendment creates a condominium plat for the approved commercial structure of the NSL City Center PUD lot 57. There are no changes to the development agreement, P-District, or any exterior features of the development. The change permits the developer to sell individual commercial units of the building. The proposed amendment meets the minimum standards for the P-District Zone and subdivision ordinance.

The Planning Commission held a public hearing on the proposed amendment on May 14, 2019 and received no public comment.

POSSIBLE MOTION

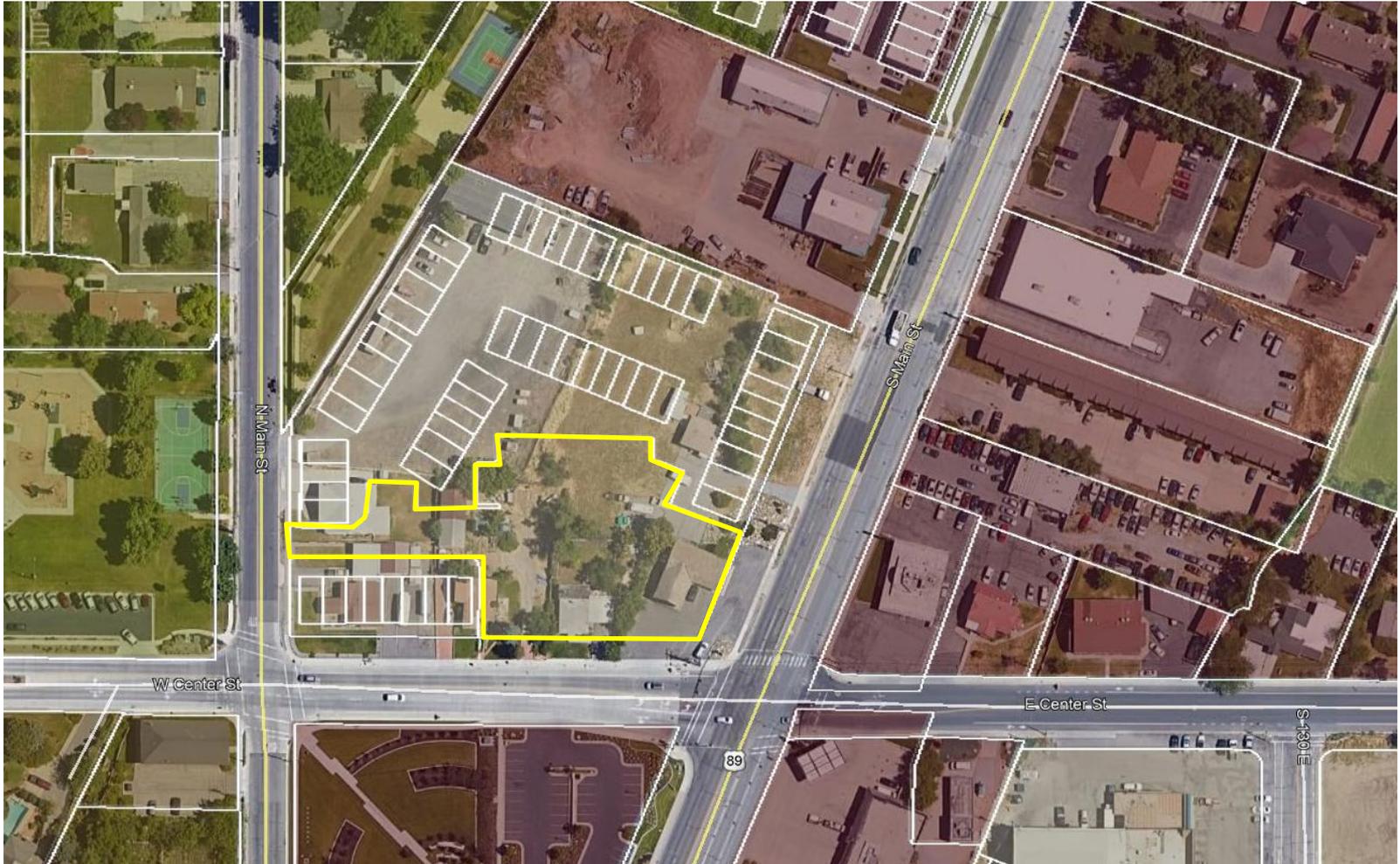
I move that the City Council approve the amendment to lot 57 of NSL City Center PUD, creating the North Salt Lake City Center Condominiums at 45 East Center Street with no conditions.

Attachments

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

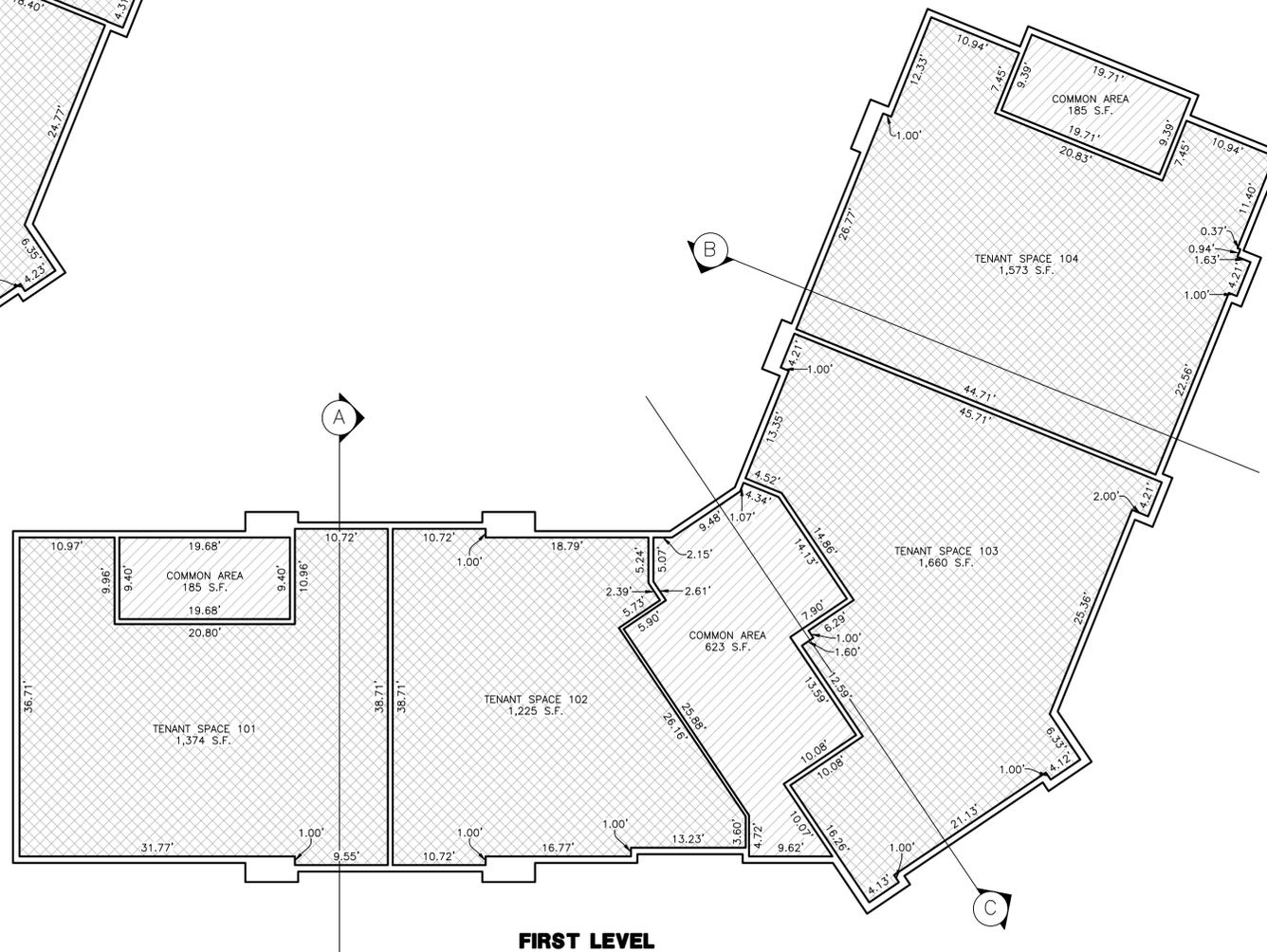
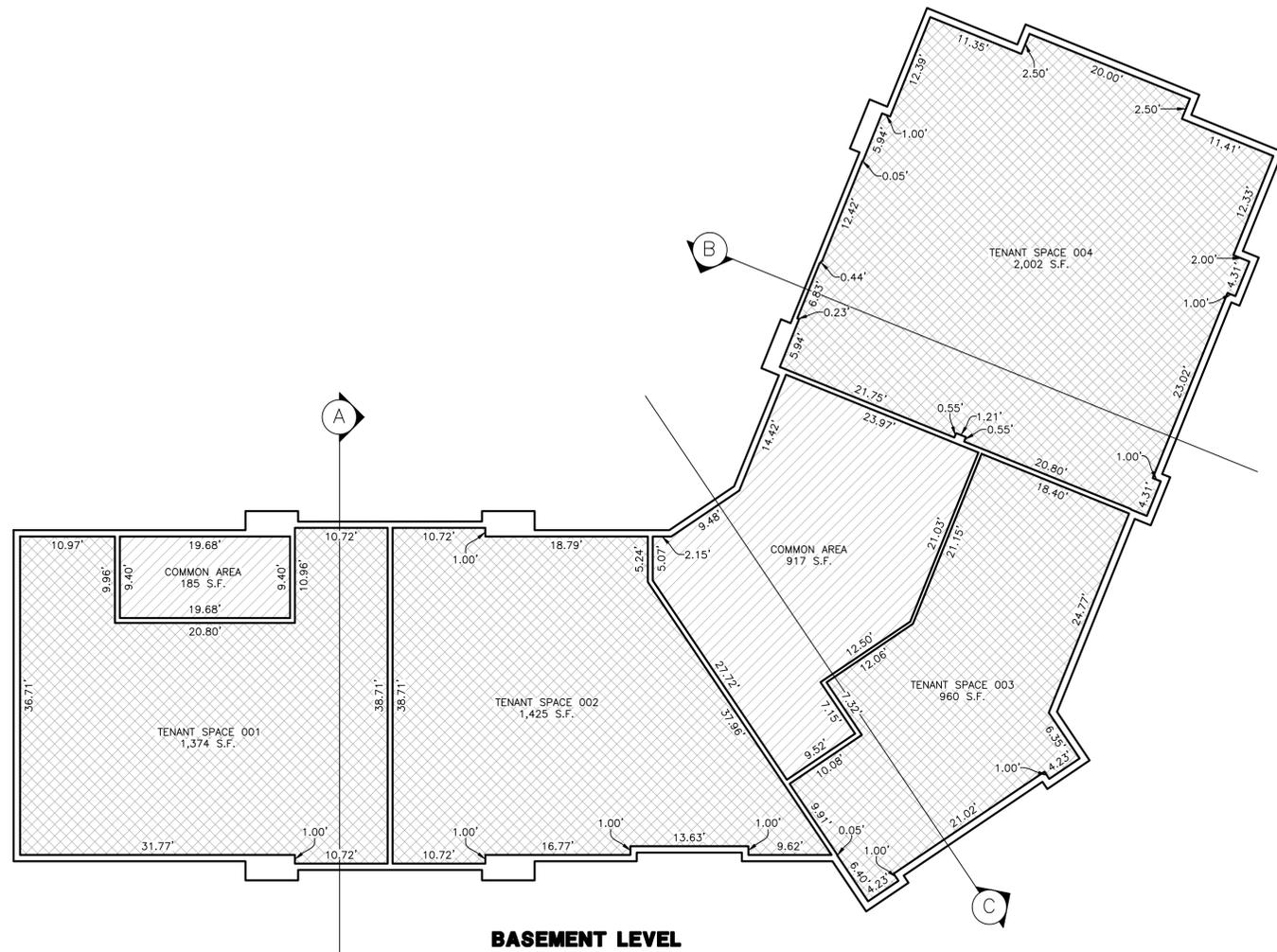


Plat Amendment-NSL City Center Condo 45 East Center Street



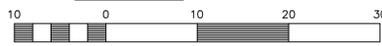
NORTH SALT LAKE - CITY CENTER CONDOMINIUMS

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
MARCH, 2019



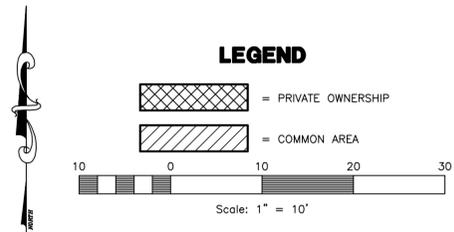
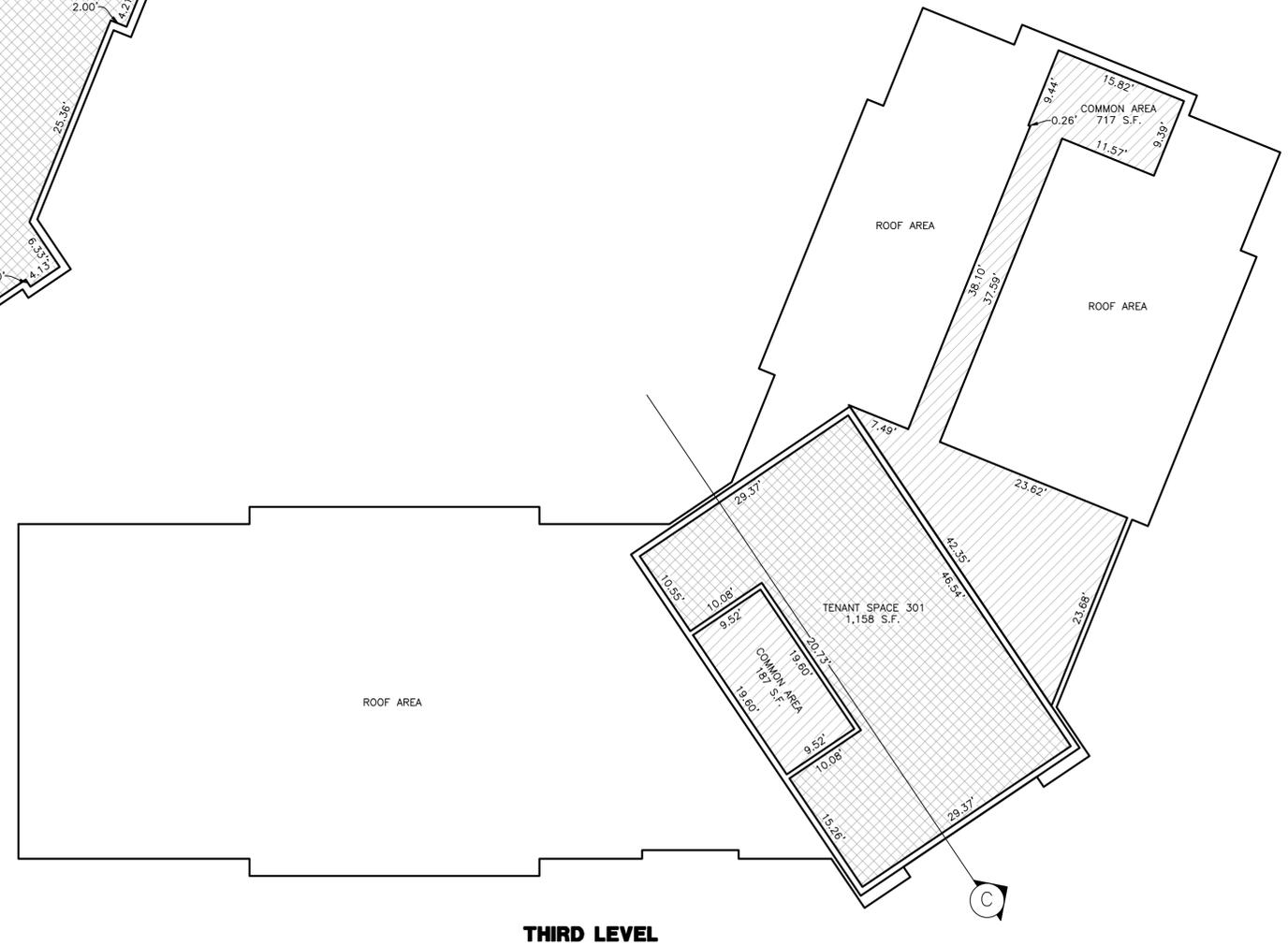
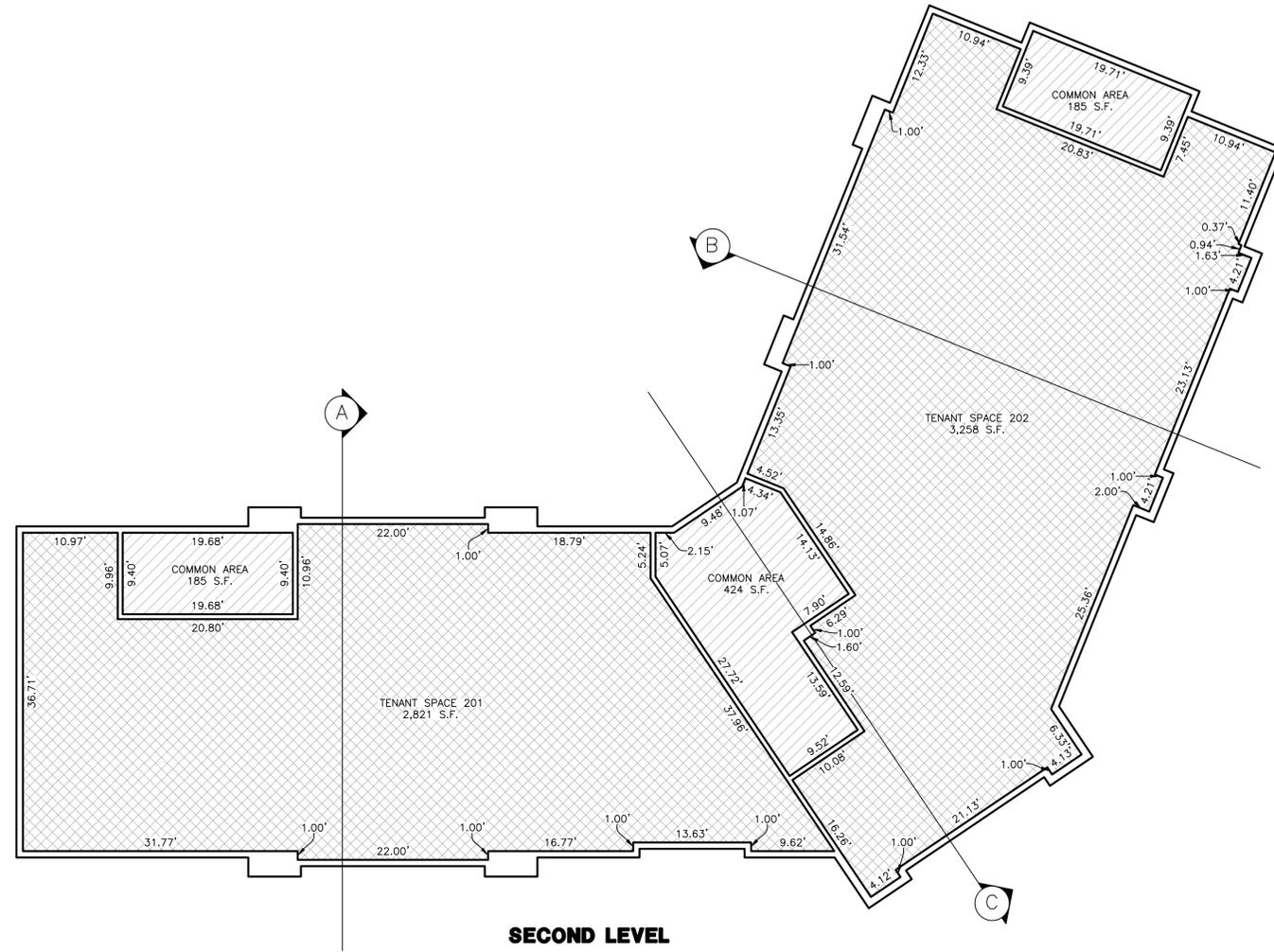
LEGEND

-  = PRIVATE OWNERSHIP
-  = COMMON AREA



NORTH SALT LAKE - CITY CENTER CONDOMINIUMS

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
MARCH, 2019



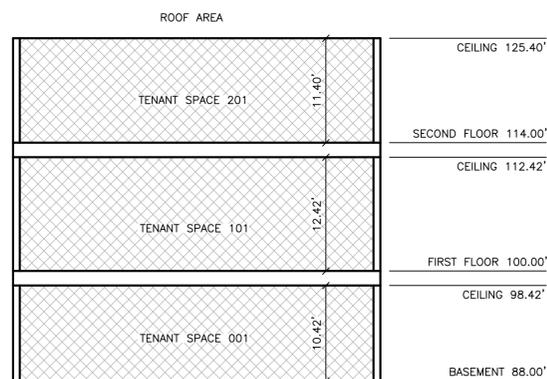
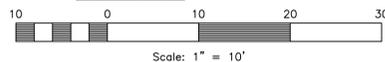
NORTH SALT LAKE - CITY CENTER CONDOMINIUMS

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
 NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
 MARCH, 2019

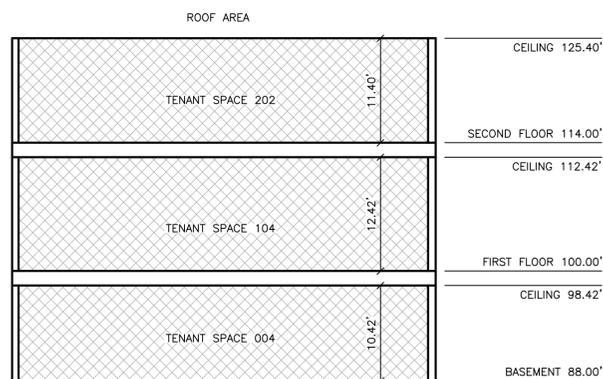


LEGEND

- = PRIVATE OWNERSHIP
- = COMMON AREA



SECTION A



SECTION B



SECTION C



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Llewelyn, Community Development Director
DATE: May 21, 2019
SUBJECT: Consideration of ORD2019-05 rezoning property located at 24 West 150 North from Residential (R1-7) to Planned District (P) for Hepworth Townhomes

RECOMMENDATION

The Planning Commission recommends to the City Council approval with the no conditions.

BACKGROUND

The Planning Commission held a public hearing on this zone change request on January 8, 2019 in conjunction with the application for General Development Plan. The General Development Plan was recommended for approval to the City Council and was approved on March 5, 2019. The Planning Commission has reviewed the final site plan application and the proposed development agreement at the meeting on May 14, 2019 and made a favorable recommendation.

The site currently vacant and is zoned R1-7, which allows single family dwelling and duplexes. The property contains approximately 0.60 acres. The property is included in the Town Center Master Plan. The City's long range plan is to acquire homes on the south side of 150 North Street and expand Hatch Park to 150 North. The City has acquired several homes on the street and has removed 2 of the homes. The Town Center Master Plan calls for the redevelopment of the north side of 150 North for multi-family. (see attached Land Use Concept Map) This property is on the north side of 150 North at the corner with Main Street and is currently vacant.

The property is owned by Hepworth Investment Group, who has hired Knowlton General as the developer/builder. The property owner has request a P-District Rezone in conjunction with a General Development Plan. The General Development Plan approval is the first step in the P-District development process. The application is now ready for a recommendation on the zone change and development agreement.

According to the newly amended Planned (P) District regulations in Chapter 13 of the City's Land Use Ordinance, a general development plan must be accompanied by a P-District Rezone application. The Planning Commission holds a public hearing on the rezone request prior to approval of the General Development Plan, with final approval of the zone change including the successful negotiation of a

development agreement and site plan. The general development plan must receive a positive recommendation from the Planning Commission prior to moving forward to the City Council.

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

- Approved General Development Plan, including the site plan and landscape plan;
- Development layout of buildings, parking, landscaping, sidewalks, fencing, lighting, etc.;
- Total density allowed of 8 dwelling units;
- Architectural design and building materials; and
- Other miscellaneous legal requirements.

REVIEW

Building Plans

As previously approved under the General Development Plan, the proposed architecture incorporates masonry and cement fiber board with metal trim, with a classic brownstone type townhome architecture style. The Development will consist of one building containing 8 units. The townhome building will be 2 stories and approximately 22 feet tall. Each of the 8 units have 2 bedrooms and have rear alley access to a 2 vehicle carport. Additionally 6 guest parking spaces have been provided.

Landscape Plan

Improvements to the landscaping is approximately 8,044 sq. ft. or approximately 30.8% of the site and include improvements to the 150 North and Main Street with new landscaping and street trees in the park strip. Additional landscape improvements include sod, shrubs, and trees within the development common area and raised planter beds on the front stoop of each unit. The existing fencing will be replaced with composite/plygem fencing along the perimeters of the development.

Pedestrian Connection

The site has good pedestrian circulation with each unit having direct access to the street and sidewalk on 150 North.

Land Use

The proposed land use are townhomes that will be utilized as rental property. Given the smaller size of the unit (2 bedroom/2 story) with carports the projected rental pricing meets the moderate income goal for rental units at the 80% AMI, which is a rental rate under \$1,550 per month.

POSSIBLE MOTION

I move that the City Council adopt ORD2019-05 rezoning the property from R1-7 to P-District for Hepworth Townhomes located at approximately 24 West 150 North, along with the proposed development agreement with the following findings:

Findings:

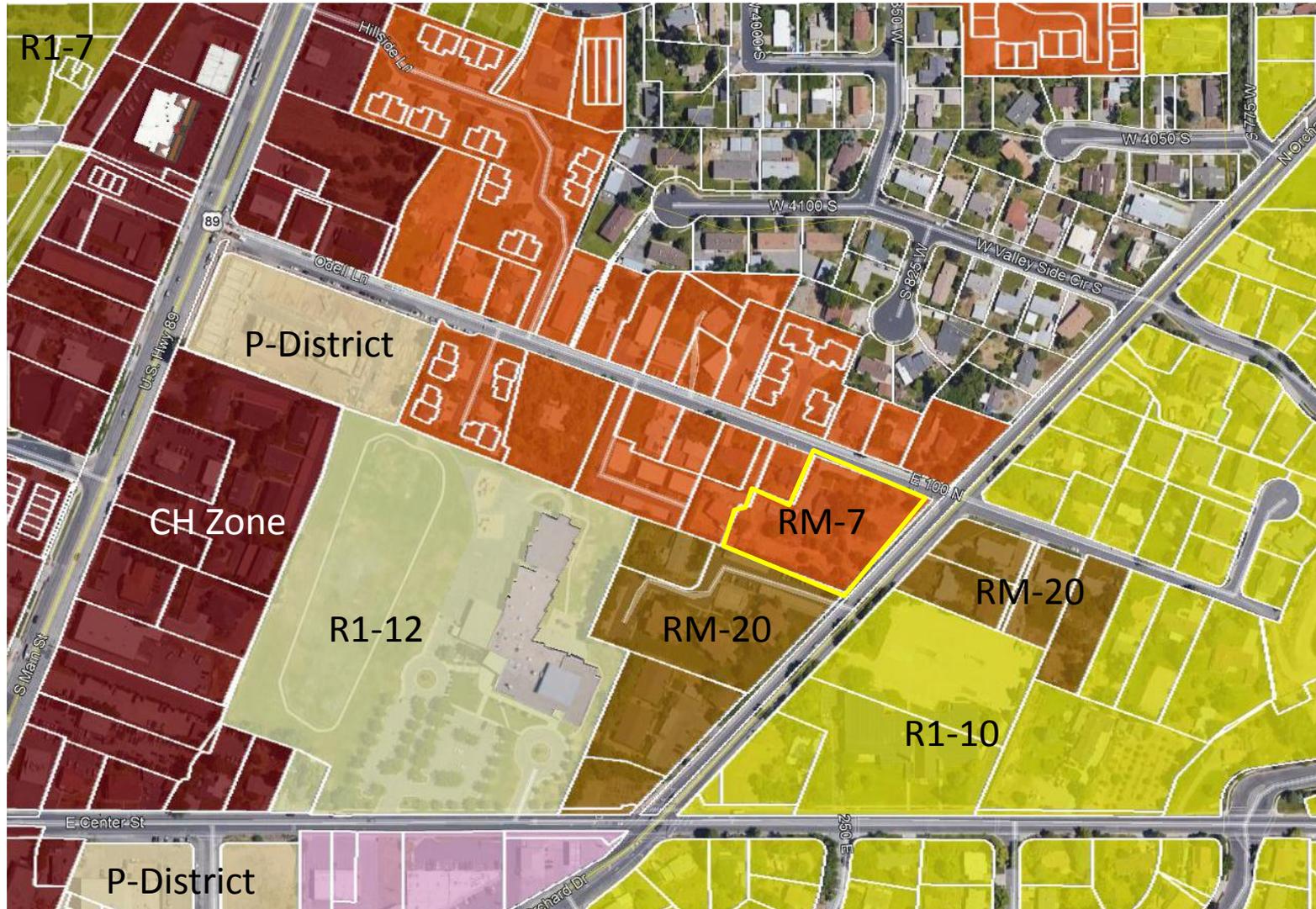
1. The proposed P district can be substantially completed within two (2) years of the establishment of the P district.
2. The development contains one phase that can exist as an independent unit capable of creating an environment of sustained desirability and stability; and that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.
3. The proposed increased density will not generate traffic in such amounts as to overload the street network outside the P district.
4. The area surrounding said development can be planned and zoned in coordination and substantial compatibility with the proposed development.
5. Any exception from standard ordinance requirements is warranted by the design incorporated into the final plan.
6. The P district is in conformance with the city general land use plan.
7. Existing or proposed utility services are adequate for the population and use densities proposed.

Attachments

- 1) Aerial/Zoning Map
- 2) Draft Development with Agreement Exhibits
- 3) ORD2019-05

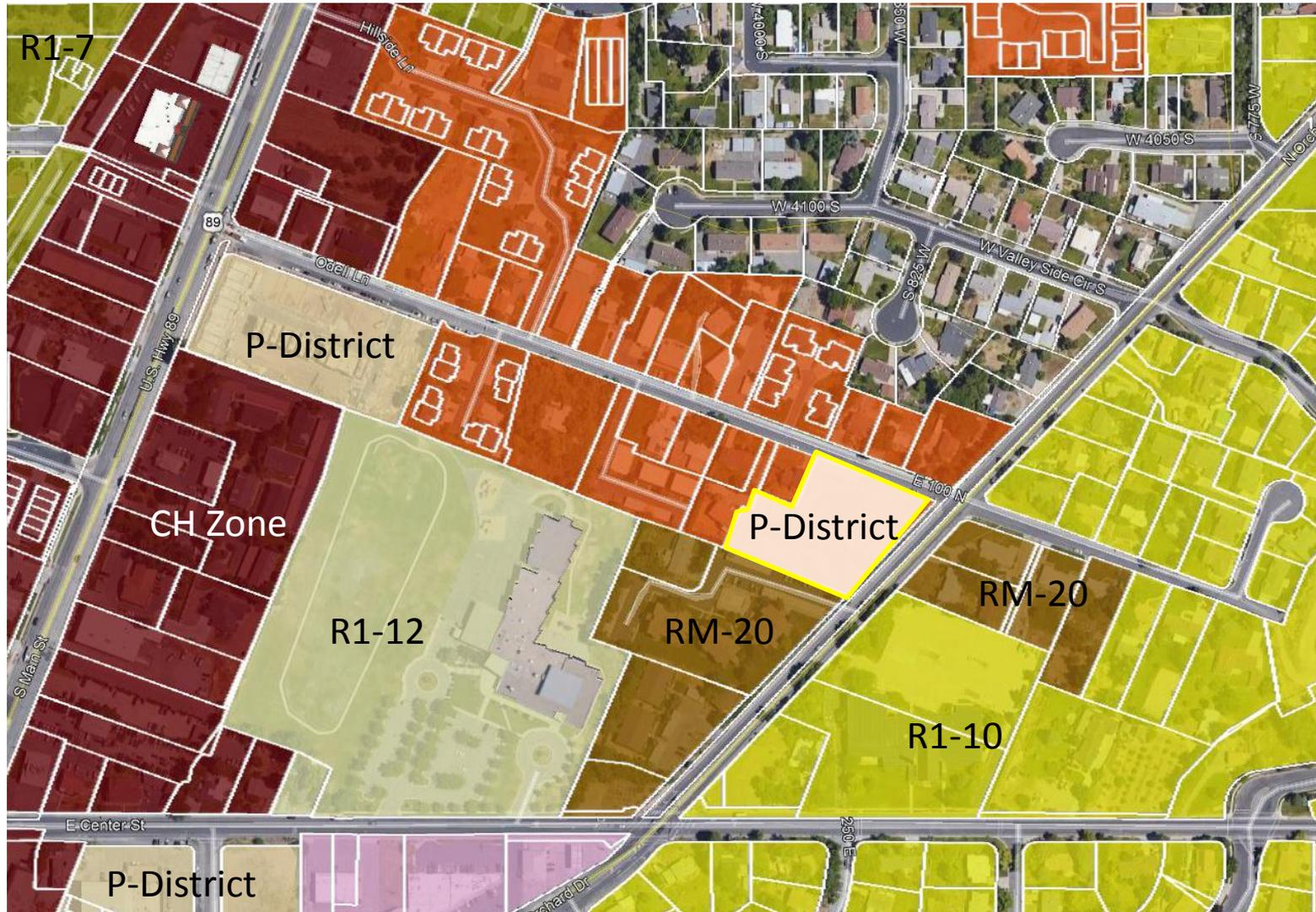


General Development Plan Orchard Grove Townhomes Current Zoning





General Development Plan Orchard Grove Townhomes Proposed Zoning



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

DEVELOPMENT AGREEMENT

HEPWORTH TOWNHOMES AT NORTH SALT LAKE

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of the 21st day of May, 2019 (the “Effective Date”), by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation (the “City”), and Hepworth Investment Group, LLC, a Utah limited liability company, (the “Developer”). The Developer and the City are sometimes collectively referred to herein as the “Parties” or singularly as a “Party.”

RECITALS

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

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

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

- (1) a General Development Plan (the “General Development Plan”) for the Property consisting of an eight (8) unit townhome apartment development; and
- (2) the re-zoning of the Property to the Planned P District, (the “P District Zoning”) subject to approval of an acceptable development agreement.

D. The project to be developed upon the Property pursuant to the General Development Plan is known as the Hepworth Townhomes and is generally located at 24 West 150 North in the City of North Salt Lake (the “Project”).

E. Pursuant to the City’s approval of the General Development Plan on the 5th day of March, 2019, the Plan consists of eight (8) residential units with associated parking, landscaping and other improvements. A copy of the approved General Development Plan is attached hereto as **Exhibit “B.”**

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

AGREEMENT

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

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

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

3. Term. The vested rights described in this Agreement shall be effective for a period of ten (10) years following the date on which this Agreement is adopted by the city Council of North Salt Lake and signed by the City's Mayor (the "Term").

4. Development of the Project. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.
 - a. Notwithstanding anything in the Code to the contrary, the general layout, parking, fencing, and landscaping of the project shall be substantially in the form of **Exhibit "C"** of this Agreement and are entitled Site Plan & Landscape Plan.

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

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

 - d. Phasing Plan. The Developer intends to construct the project in one phase.

 - e. Required Public Improvements. City agrees to coordinate with Developer the placement of conduits, chases and other piping required for the development of the project. The Developer agrees to construct all required public improvements, at its expense.

5. Payment of Fees. Developer agrees to pay fees, except for any waivers, credits or other considerations noted in this agreement, as required by the City's adopted fee schedule in effect at the time of the submittal of their respective development applications. The developer is solely responsible for payment of any required fees to the South Davis Water District and South Davis Sewer District.

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

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

To Developer: Hepworth Investment Group, LLC
230 South Cobble Creet Road
Farmington, UT 84025

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

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

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

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

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

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

d. The right to terminate this Agreement.

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

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

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

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

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

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

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

ATTEST:

CITY
CITY OF NORTH SALT LAKE

City Recorder

By: Len Arave
Its: Mayor

DEVELOPER
HEPWORTH INVESTMENT GROUP LLC

By:
Its:

EXHIBIT "B" GENERAL DEVELOPMENT PLAN

The General Development Plan for the Hepworth Townhomes project approved by the City Council on the 2nd day of April, 2019.

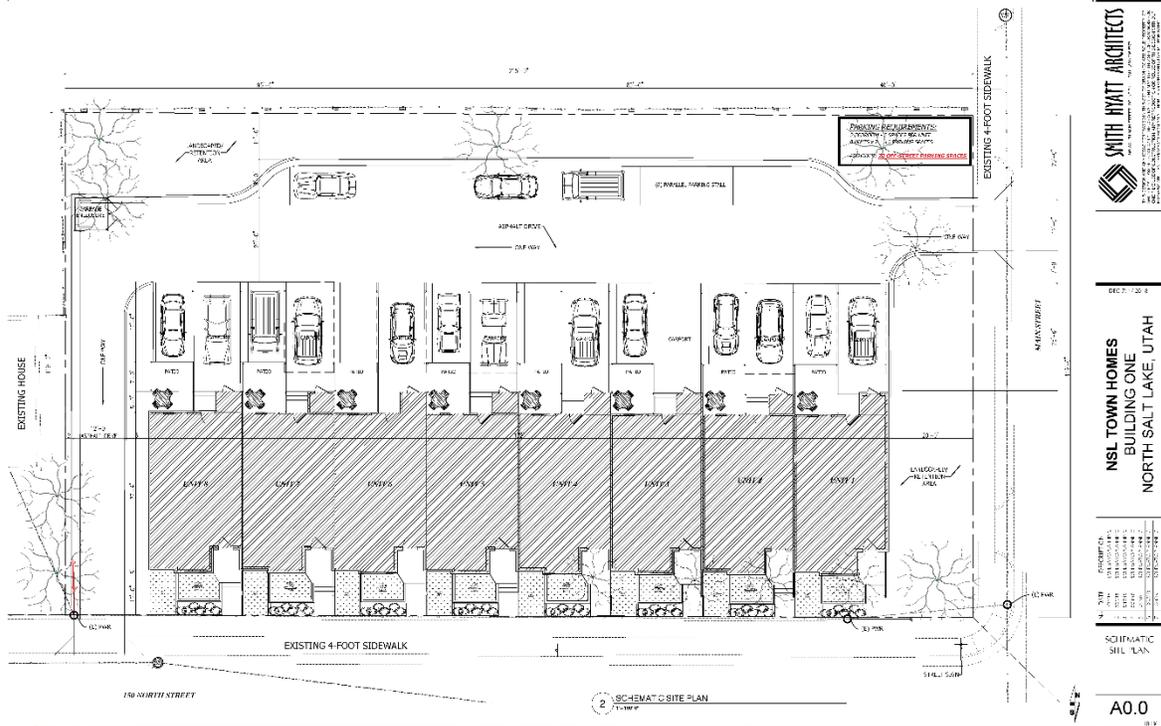
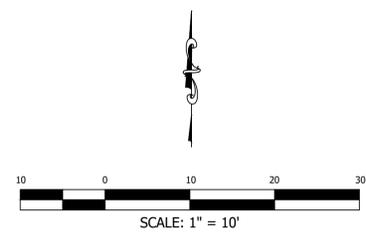
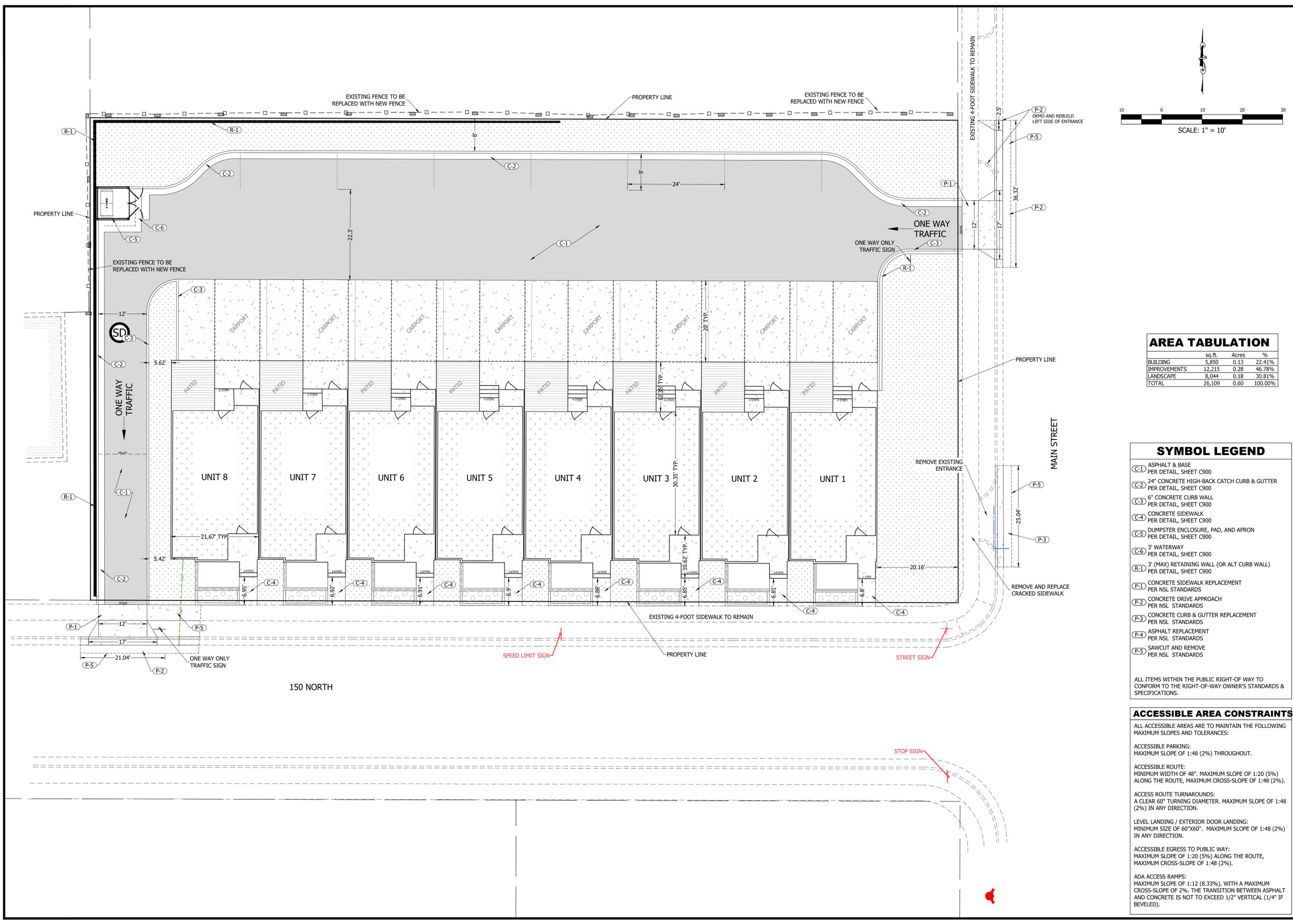


EXHIBIT "C"
SITE PLAN & LANDSCAPE PLAN



AREA TABULATION

	sq. ft.	Acres	%
BUILDING	5,850	0.13	22.41%
IMPROVEMENTS	12,215	0.28	46.78%
LANDSCAPE	8,044	0.18	30.81%
TOTAL	26,109	0.60	100.00%

- SYMBOL LEGEND**
- (C-1) ASPHALT & BASE PER DETAIL, SHEET C900
 - (C-2) 24" CONCRETE HIGH-BACK CATCH CURB & GUTTER PER DETAIL, SHEET C900
 - (C-3) 6" CONCRETE CURB WALL PER DETAIL, SHEET C900
 - (C-4) CONCRETE SIDEWALK PER DETAIL, SHEET C900
 - (C-5) DUMPSTER ENCLOSURE, PAD, AND APRON PER DETAIL, SHEET C900
 - (C-6) 3' WATERWAY PER DETAIL, SHEET C900
 - (R-1) 3' (MAX) RETAINING WALL (OR ALT CURB WALL) PER DETAIL, SHEET C900
 - (P-1) CONCRETE SIDEWALK REPLACEMENT PER NSL STANDARDS
 - (P-2) CONCRETE DRIVE APPROACH PER NSL STANDARDS
 - (P-3) CONCRETE CURB & GUTTER REPLACEMENT PER NSL STANDARDS
 - (P-4) ASPHALT REPLACEMENT PER NSL STANDARDS
 - (P-5) SAWCUT AND REMOVE PER NSL STANDARDS
- ALL ITEMS WITHIN THE PUBLIC RIGHT-OF WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:
MINIMUM SIZE OF 60"x60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

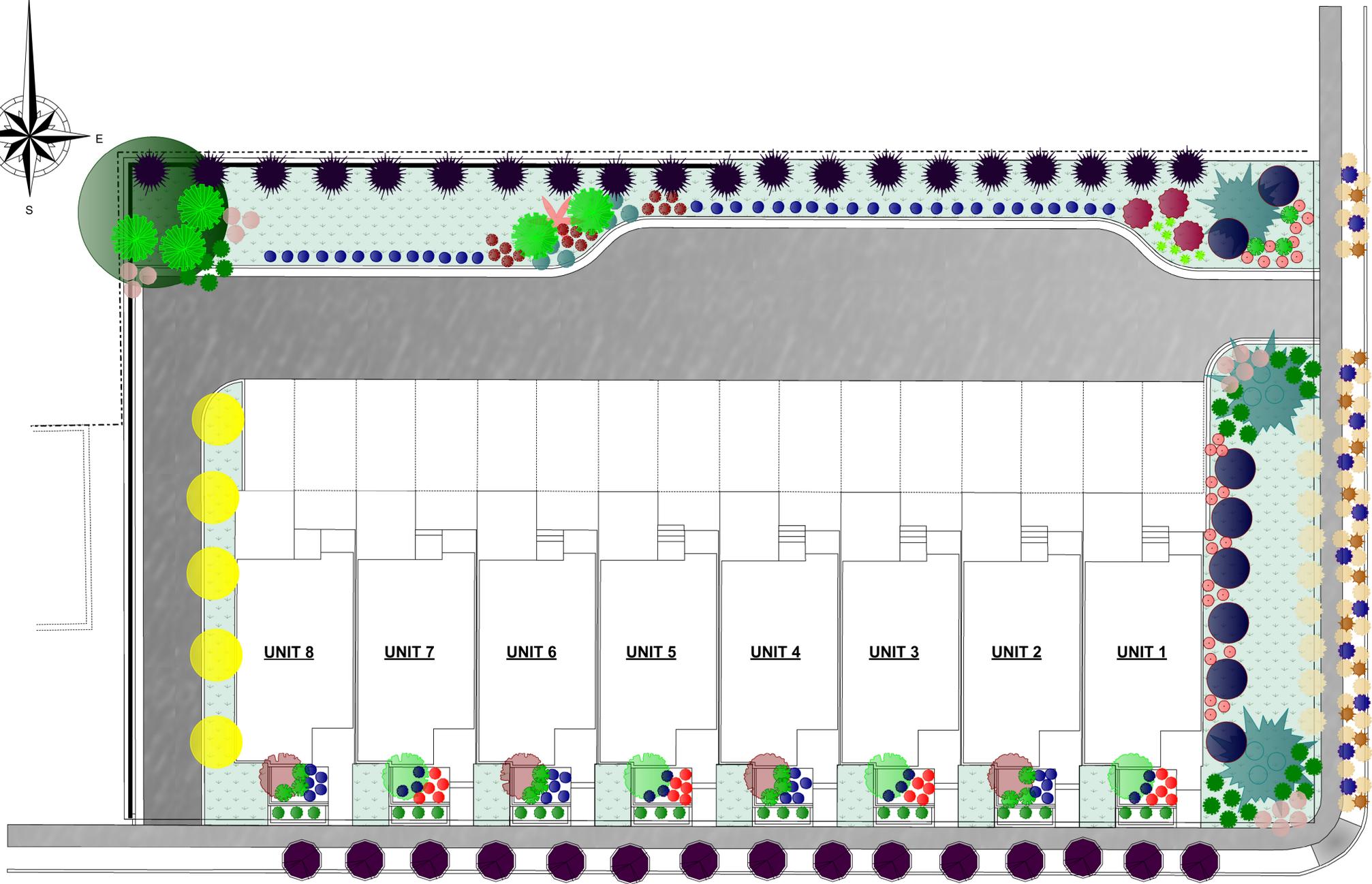
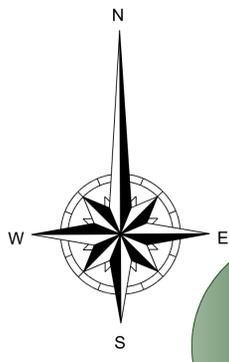
ADA ACCESS RAMP:
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

181 North 200 West, Suite #4
Bountiful, UT 84010
Phone 801.298.2236
www.Entellus.com



NSL TOWN HOMES
150 NORTH MAIN STREET
TAX PARCEL #01-002-0039
LOCATED IN THE SE 1/4 OF SECTION 2, T.1N., R.1W., S.L.B.&M.
NORTH SALT LAKE, DAVIS COUNTY, UT-11

DRAWN: 5/9/19
DH
APPROVED: [DATE]
STA [PROJECT #]
PROJECT: [PROJECT #]
SITE_1185009.dwg
C400
SITE PLAN



150 NORTH

MAIN STREET

Landscape		
Quantity	Symbol	Description
Annuals-Perennials		
6		Blue Oat Grass 5 gal
7		Carex everillo #1
15		Coneflower 'Cheyenne Spirit' 1 Gallon
16		Daylily, Everydaylily Pink Cream 1 gal
20		Echinacea purpurea 1 gallon
13		Echinacea, 'Big Kahuna' #5
9		False Indigo, 'Vanilla Cream' 1 gal
24		Fountain Grass, Hamlen Dwarf #7
12		Heuchera spp. 'Black beauty' 1
15		Lady's Mantle 1 gallon
55		Lavender 'Hidcote Blue' 2 gal
36		Mexican Feather Grass #5
3		Peony, Felix Crousse 5 gallon
12		Salvia, May Night #1
27		Sedum 'Autumn Joy' 10 gallon
Shrubs Over 4 Feet		
5		Darts Gold Ninebark #5
20		Elderberry 'Black Laced' #5
8		Ninebark, Diablo 5 gal
Trees		
1		Blue Atlas Cedar 10 gal
15		Dawycok Purple Beech #25
2		Deodar Cedar 2 1/2
5		Ginkgo 'Goldenspire' 15 gal
4		Japanese Maple 'Emperor' 1' 15 gallon
4		Japanese Maple, 'Waterfall' 15 gallon
25		Karl Forrester 2.25'
1		Magnolia 'Ann' 15 gal
1		Oak, Pin or Swamp 15 gallon

COMPANY:

Seasons Four Landscape
640 N Main
NSL, UT 84054

SHEET DESCRIPTION:

Landscape

PROJECT:

NSL Town Homes
150 S Main St.
North Salt Lake, UT 84054

REVISIONS:
3rd

DATE:
5/7/19

JOB NUMBER:
12345

DRAWN BY:
255

CHECKED BY:
N/A

SCALE:
1" = 10'

SHEET:
1 of 2

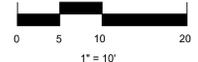


EXHIBIT “D”

HEPWORTH TOWNHOMES P DISTRICT LAND USE STANDARDS

1. Purpose. This Exhibit outlines the standards pursuant to which Hepworth Townhomes Residential uses shall be developed within the P District. References herein to the term “Code” shall refer to Title 10 of the North Salt Lake City Code, Land Use and Subdivision Ordinances.

2. Residential Standards for Townhomes.

- a. Lot Area:
 - i. Due to the nature of townhome development, there shall be no minimum lot area; however, no residential unit constructed in the P district shall have a living area less than 1,600 square feet and a minimum of 2 bedrooms.
- b. Maximum Coverage Area.
 - i. Due to the nature of townhome development a, there shall be no maximum coverage area per lot.
- c. Maximum Height of Buildings.
 - i. The maximum height for all residential structures in the P District shall be twenty-five (25) feet from finished final grade, per city land use ordinance section 10-1-25.
- d. Lot Width and Depth:
 - i. The minimum lot width and depth for the lot shall be as depicted on the approved site plan.
- e. Setbacks, front:
 - i. The front yard setback shall be a minimum of ten (10’) feet from the right-of-way line on 150 North.
 - ii. The front yard setback shall be a minimum of twenty (20’’) from the right-of-way line on Main Street.
- f. Setbacks, rear:
 - i. The minimum rear yard setback from the development boundary shall be a minimum of thirteen (20) feet.
- g. Setbacks, side:
 - i. The minimum side yard setback from the development boundary shall be a minimum of eight (8) feet.
- h. Setbacks for individual units:
 - i. The side yard setbacks shall be zero (0) feet between units.
- i. Minimum Landscape Percentage.
 - i. The minimum landscape percentage for the entire development shall be 30%.
- j. Accessory Buildings:
 - i. Accessory buildings shall not be allowed for individual residential units.
 - ii. Accessory buildings or structures within the common area shall include only those necessary for the operations of the apartments and enjoyment of the residents, such as trash enclosure, carports, etc.
- k. Fence:

- i. The maximum solid fence height within 20 feet of a public street shall be four (4') feet.
 - ii. The maximum height for the remainder of the perimeter fence shall be eight (8) feet. A minimum six foot composite fence shall be required in the P District on the perimeter of the residential portion of the property in accordance with the Development Agreement.
 - l. Parking shall be provided as follows
 - i. Each unit shall include a two (2) carport, for a total of 16 spaces.
 - ii. Guest parking shall be provided in the amount of 6 spaces within the common area and as shown on the site plan.
 - iii. Total parking provided: 22 spaces, 2.75 spaces per unit.
3. Permitted Uses.
 - a. Single family attached dwellings (townhomes)
 - b. Home occupations as regulated by North Salt Lake Land Use Code, Section 10-10-5, as amended.

EXHIBIT “E”

ARCHITECTURAL STANDARDS FOR HEPWORTH TOWNHOMES

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

Design Standards:

A. Exterior Elevations

All exterior residential elevations shall be consistent with general scheme and design as depicted below and as approved in the General Development Plan for Hepworth Townhomes Townhomes. The units shall utilize shared common space and rear alley loaded caports as depicted on the Site Plan and General Development Plan. Exterior elevations will be of masonry and cement fiber board construction with metal accents. Each unit shall have a raised front planter box at each stoop. The units will be varied in elevation so that each unit has first floor access to the street and sidewalk as shown on the general development plan.



B. Exterior Finishes and Colors

Materials and Colors. Exterior materials shall consist of Masonry, Fiber Cement Board, and Metal accents, and Asphalt Shingles. The following colors and materials shall be used in the construction of all townhomes. The brick will be classic red brick with tan colored stucco accents and tan colored fiber cement board. Minor variations in color/tone may be approved by the Community Development Director in accordance with the general colors shown in the elevations below.



1 EXTERIOR ELEVATION - SOUTH
3/16" = 1'-0"



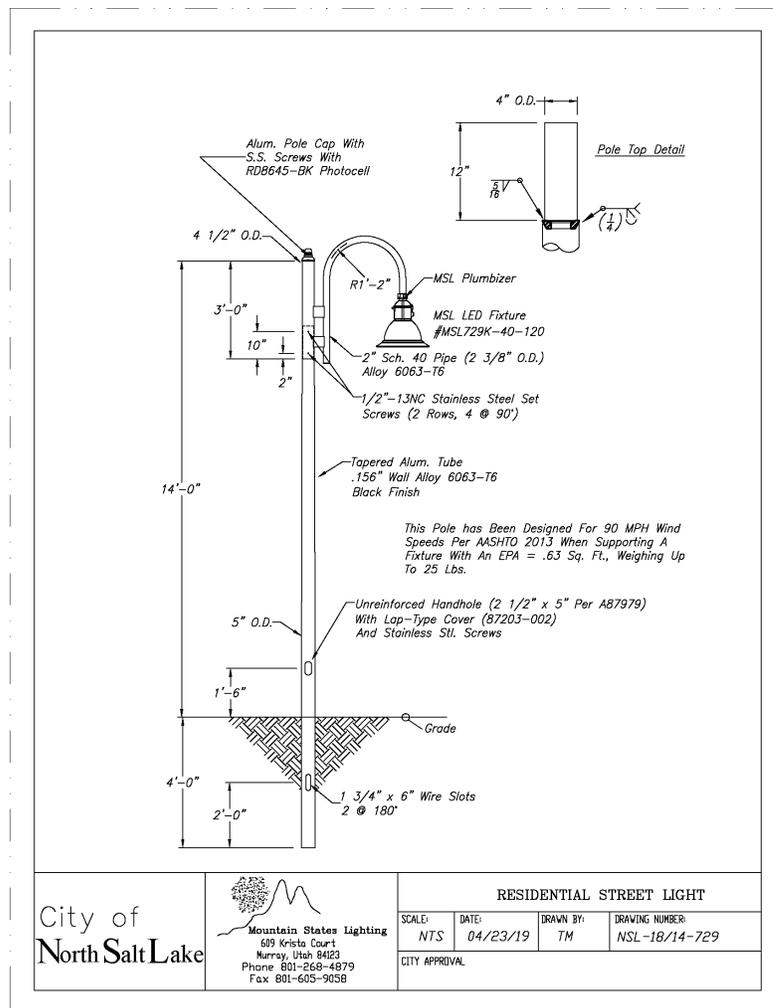
2 EXTERIOR ELEVATION - NORTH

C. Carports

Each unit shall have a rear alley loaded carport for 2 vehicles. The carports shall be finished in materials and colors similar to the townhomes.

D. Lamp Posts, Building Lighting

The development shall utilize the following light poles in black. Declarant will install the following commercial quality lamp post, or another mutually agreed upon between the City and Developer:



Declarant will submit a lighting plan detailing the location of the proposed lamp posts with building permit application.

All site/building lighting shall be shielded and directed downward so light spill does not adversely affect adjacent properties or streets.

E. Landscaping

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

F. Mailboxes

Mailbox clusters, with mailboxes and newspaper receptacles will be provided by Declarant based on the requirements and approval of the U.S. Postal Service. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner.

G. Fencing Material

The project perimeter fencing material with composite or plygem fencing material, similar to the figure below, in a color coordinated with the materials used in the construction of the townhomes.



EXHIBIT "F"
RECORDABLE MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

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

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation, whose address is 10 East Center Street, North Salt Lake, Utah, 84054, hereinafter referred to as the "City," and **Hepworth Investment Group LLC**, a Utah limited liability company, whose address is _____ ("Developer").

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

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

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

“CITY”

CITY OF NORTH SALT LAKE

ATTEST:

City Recorder

By: _____
Mayor

State of Utah)
 ss.
County of Davis)

This instrument was acknowledged before me on _____, 2019, by _____ as _____ of City of North Salt Lake, a Utah municipal corporation.

[Seal]

NOTARY PUBLIC

My Commission Expires: _____

“DEVELOPER”

By: _____

Title: _____

State of Utah)
 ss.
County of Davis)

This instrument was acknowledged before me on _____, 2019, by _____ as _____ of _____, a Utah Limited Liability company.

[Seal]

NOTARY PUBLIC

My Commission Expires: _____

SCHEDULE "A"

LEGAL DESCRIPTION

Parcel: 01-082-0039

BEG ON W LINE CO RD & S LINE ROADWAY 3062.6 FT W & 979.1 FT N FR S 1/4 COR SEC 1-T1N-R1W, SLM, W ALG N LINE ROADWAY 215 FT, N 119 FT, E 215 FT TO W LINE CO RD S ALG W LINE 119 FT TO BEG. CONT. 0.59 ACRES.

ORDINANCE NO. 2019-05

AN ORDINANCE AMENDING THE CITY OF NORTH SALT LAKE ZONING MAP BY CHANGING THE ZONING OF PROPERTY LOCATED GENERALLY AT 24 WEST 150 NORTH WITHIN THE CITY OF NORTH SALT LAKE, STATE OF UTAH, FROM R1-1, RESIDENTIAL TO P, PLANNED DISTRICT.

WHEREAS, the City of North Salt Lake has received an application from Hepworth Investment Group to amend the zoning for property located generally at 24 West 150 North from R1-7, Residential 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 of the Land Use Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF 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 0.59 acres of property located generally at 24 West 150 North within the city limits of the City of North Salt Lake, and more particularly described as Davis County parcel number 01-082-0039, from R1-7, Residential to P, Planned District.

Section 2. 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 3. Effective Date. This Ordinance shall become effective upon publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, THIS 21st DAY OF MAY, 2019.

CITY OF NORTH SALT LAKE

By: _____
Len Arave, Mayor

ATTEST:

City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Council Member Hood	_____
Council Member Horrocks	_____
Council Member Baskin	_____
Council Member Mumford	_____
Council Member Porter	_____

Property Description:

BEG ON W LINE CO RD & S LINE ROADWAY 3062.6 FT W & 979.1 FT N FR S 1/4 COR SEC 1-T1N-R1W,
SLM, W ALG N LINE ROADWAY 215 FT, N 119 FT, E 215 FT TO W LINE CO RD S ALG W LINE 119 FT TO
BEG. CONT. 0.59 ACRES.



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Llewelyn, Community Development Director
DATE: May 21, 2019
SUBJECT: Site plan for the Hepworth 8-Plex located at 24 West 150 North

RECOMMENDATION

The Planning Commission recommends approval of the site plan for Hepworth 8-Plex located at 24 West 150 North subject to the following:

1. Approval of the P-District Rezone and Development Agreement by the City Council.
2. Confirmation whether alleyway access for the northern neighbor will be provided via a gate.
3. Adjacent sidewalk along 150 North and Main Street to be replaced by the developer as part of the project.

BACKGROUND

The purpose of this application is to facilitate the general development plan known as Hepworth 8-Plex located 24 West 150 North. The property is a total of approximately 0.59 acres (25700.4 sq. ft.) currently zoned R1-7 and is recommended for a rezone to the P-District. The general development plan for the Hepworth 8-Plex was approved by the City Council on March 5, 2019. In conjunction with the P-District rezone request, the development agreement will include this site plan. The Planning Commission reviewed the application on May 14, 2019 and made a favorable recommendation.

REVIEW

The townhomes are being developed as rental units. The developer is proposing construction of eight townhome apartments. The DRC has reviewed the site for compliance with applicable standards of the subdivision ordinance. The site plan meets the minimum standards for the zone and conforms to the proposed zone change and draft development agreement.

The construction is of traditional brick design with cement fiber board accents. Each 2 bedroom unit will have a raised garden bed and front stoop adjacent the sidewalk as well as a patio in the behind

each residence. The units are 2 stories high which provides a uniform transition between the multi-family use and the single family use neighborhood. Each unit will have two parking spaces covered by a continuous carport which will be parallel to the building. Six additional guest parking spaces are located in the rear alley. Required standard parking is 2.25 spaces per unit, the development is proposing 2.75 spaces per unit, exceeding the standard requirement. The total parking proposed is as follows:

	Units	Rate	Required Total
2 Bedroom Units	8	2.0 spaces/unit	16
Guest Spaces	8	0.25 spaces/unit	2
			18
Parking Provided: 22 spaces			
Covered (carport)		2.0 spaces/unit	16
Guest		0.75 spaces/unit	6

Improvements to the landscaping are estimated at 8,044 sq. ft. or approximately 30.8% of the site. T.J. Riley from the City’s Public Works has reviewed the proposed street trees and confirmed that the type, locations, and size of proposed trees are in compliance with City standards. The existing fencing along the western and northern property lines will be replaced with composite type fencing. Clarification as to whether access for the northern neighbor to access the alley via a gate was discussed as a possibility, but is not shown and will need to be clarified. The Clearview Areas has landscaping with reduced heights and no trees to allow easy vehicular sightlines. The Clearview Areas are located at the entrance and exit of the private alley and at the corner of Main Street and 150 North. Due to the age of the sidewalk and the disruption from construction, City Staff recommends that the adjacent sidewalk along 150 North and Main Street be replaced by the developer as part of the project.

The developer is not proposing additional amenities in order to encourage residents to utilize amenities and shops in the future redevelopment of the town center and Hatch Park. Given the location and topography of the property there will be no visual impact of the development. Together with the development of City Center, the Hepworth 8-Plex will be an improvement to the area and meets the goals of the Town Center Master Plan.

POSSIBLE MOTION

I move that the City Council approve the proposed site plan for Hepworth 8-Plex located at 24 West 150 North subject to the following:

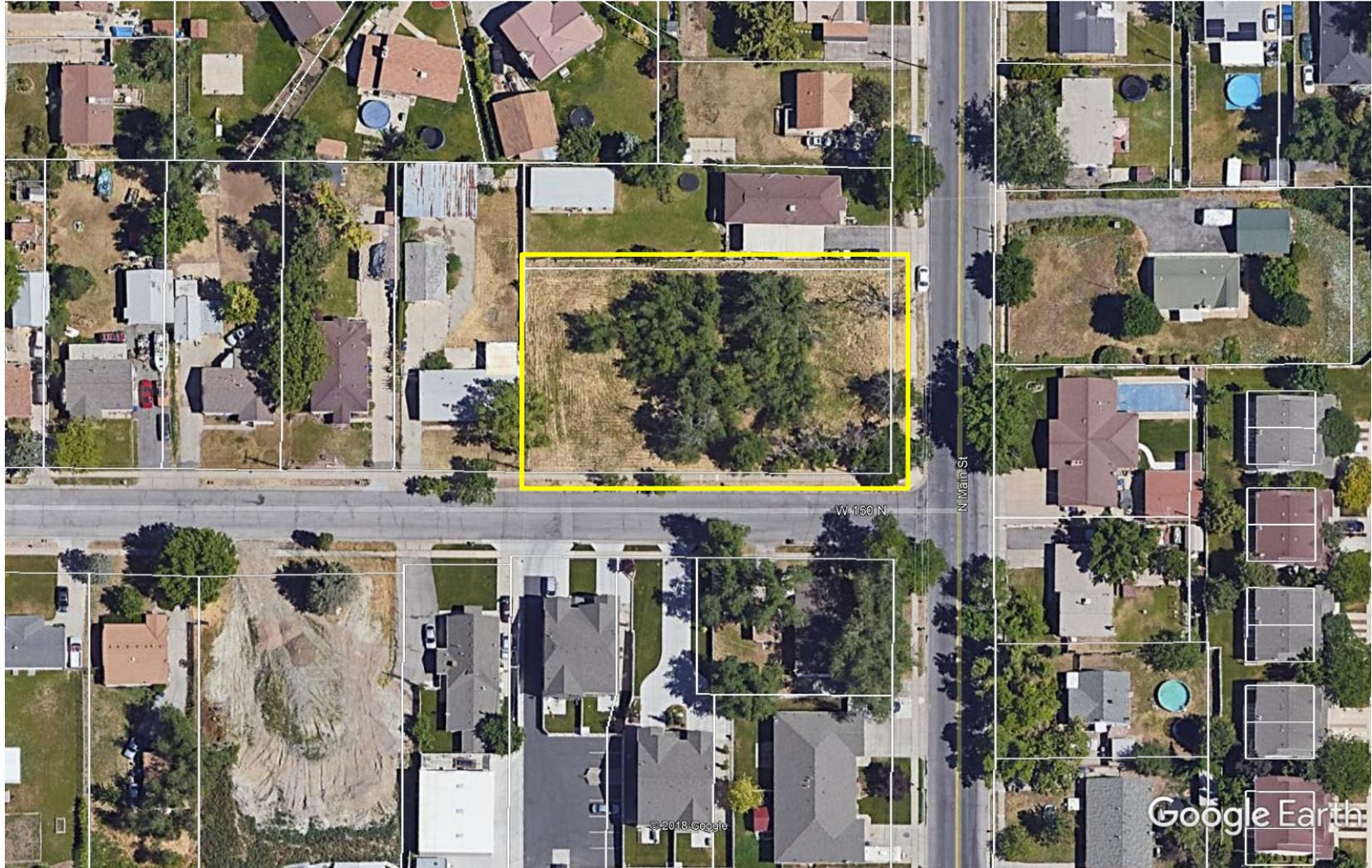
1. Confirmation whether alleyway access for the northern neighbor will be provided via a gate.
2. Adjacent sidewalk along 150 North and Main Street to be replaced by the developer as part of the project.

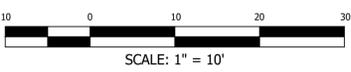
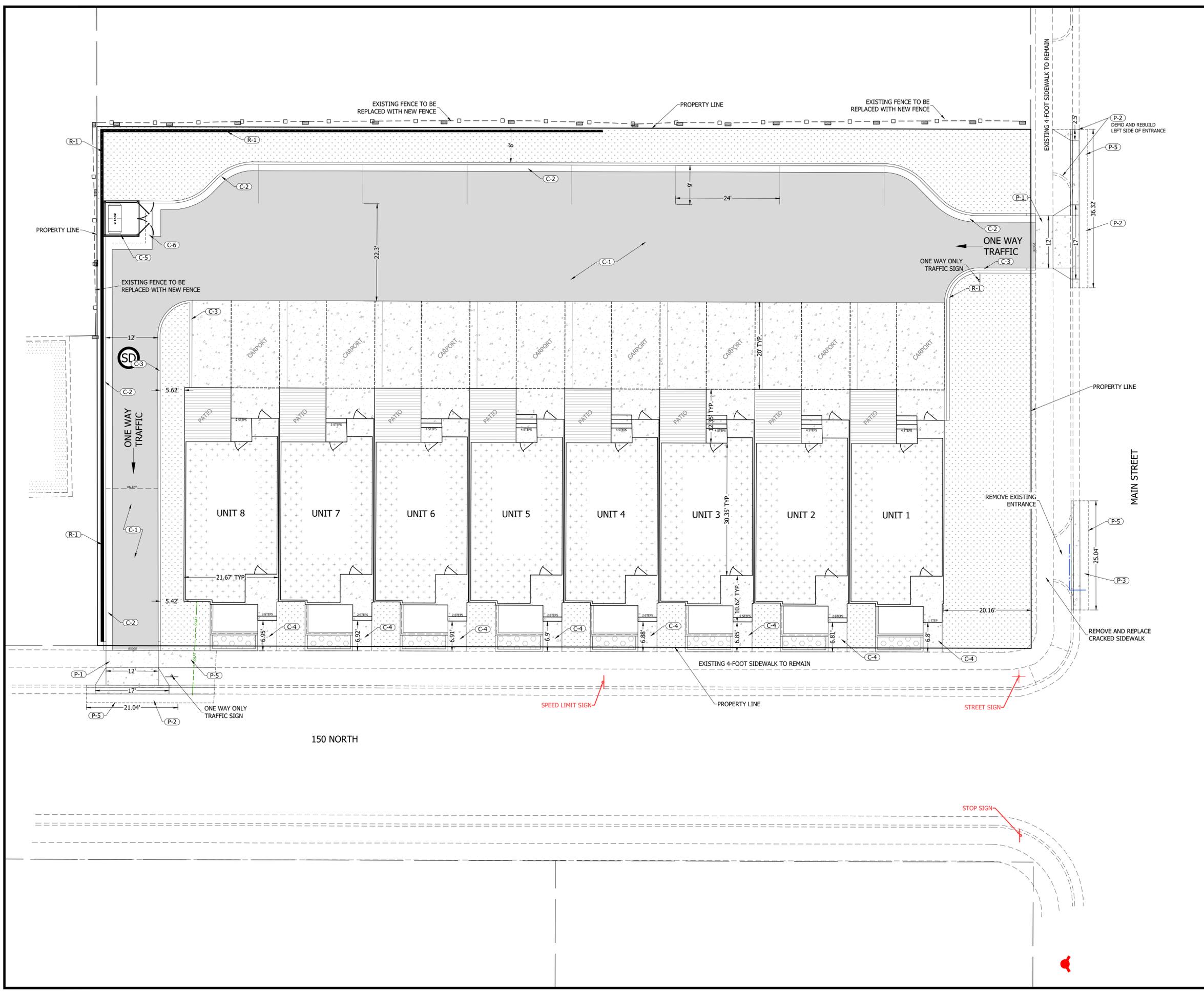
Attachments

- 1) Aerial Map
- 2) Site Plan
- 3) Landscape Plan



Site Plan-24 West 150 North Hepworth Townhouse Apartments Aerial





AREA TABULATION

	sq. ft.	Acres	%
BUILDING	5,850	0.13	22.41%
IMPROVEMENTS	12,215	0.28	46.78%
LANDSCAPE	8,044	0.18	30.81%
TOTAL	26,109	0.60	100.00%

SYMBOL LEGEND

- (C-1) ASPHALT & BASE PER DETAIL, SHEET C900
- (C-2) 24" CONCRETE HIGH-BACK CATCH CURB & GUTTER PER DETAIL, SHEET C900
- (C-3) 6" CONCRETE CURB WALL PER DETAIL, SHEET C900
- (C-4) CONCRETE SIDEWALK PER DETAIL, SHEET C900
- (C-5) DUMPSTER ENCLOSURE, PAD, AND APRON PER DETAIL, SHEET C900
- (C-6) 3' WATERWAY PER DETAIL, SHEET C900
- (R-1) 3' (MAX) RETAINING WALL (OR ALT CURB WALL) PER DETAIL, SHEET C900
- (P-1) CONCRETE SIDEWALK REPLACEMENT PER NSL STANDARDS
- (P-2) CONCRETE DRIVE APPROACH PER NSL STANDARDS
- (P-3) CONCRETE CURB & GUTTER REPLACEMENT PER NSL STANDARDS
- (P-4) ASPHALT REPLACEMENT PER NSL STANDARDS
- (P-5) SAWCUT AND REMOVE PER NSL STANDARDS

ALL ITEMS WITHIN THE PUBLIC RIGHT-OF WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:
MINIMUM SIZE OF 60"x60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

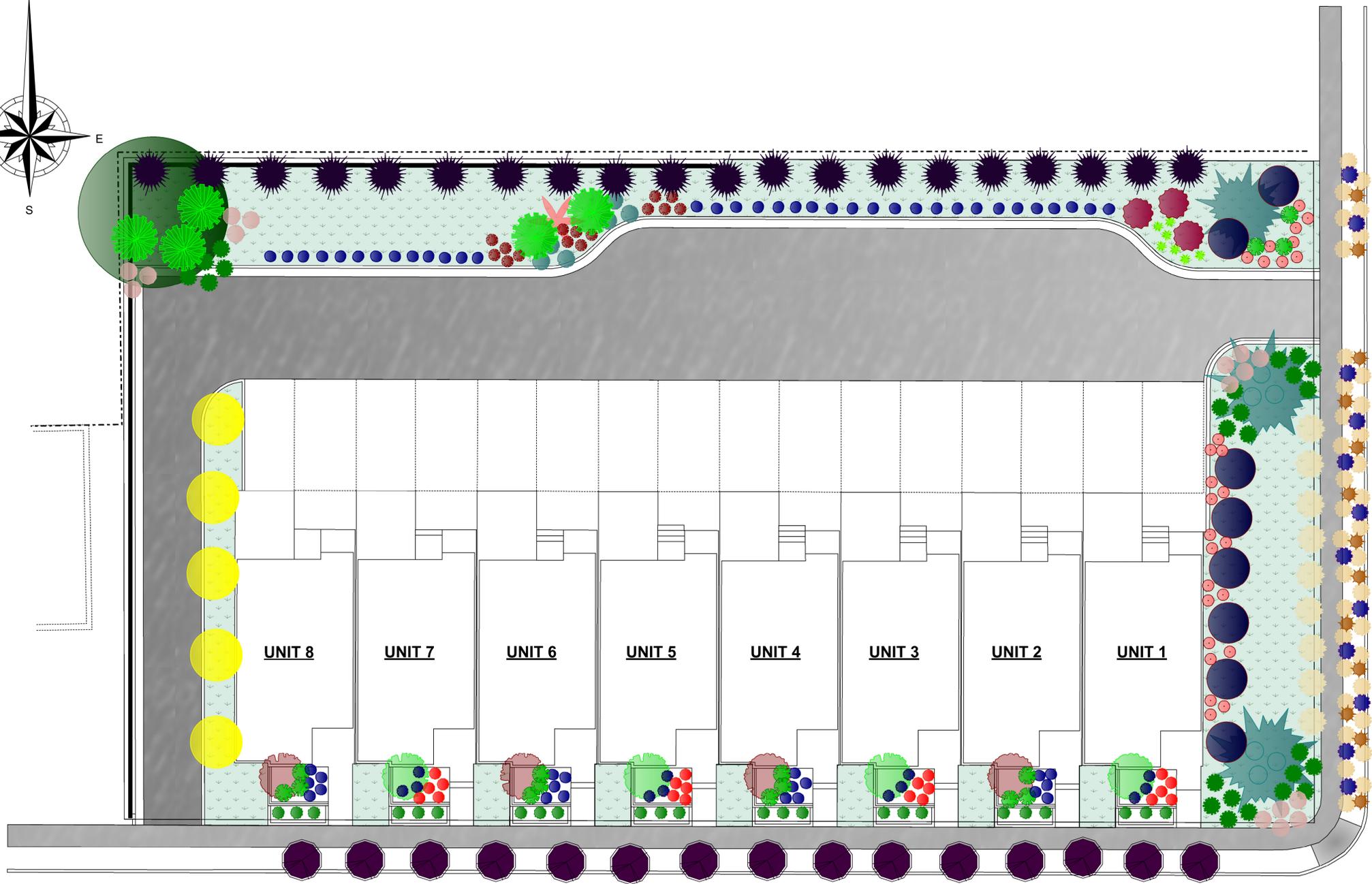
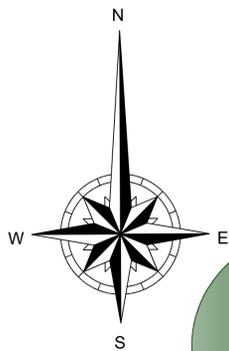
ADA ACCESS RAMP:
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/4" VERTICAL (1/4" IF BEVELED).

181 North 200 West, Suite #4
Bountiful, UT 84010
Phone 801.298.2236
www.Entellus.com



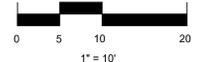
NSL TOWN HOMES
150 NORTH MAIN STREET
TAX PARCEL #01-082-40139
LOCATED IN THE SE 1/4 OF SECTION 2, T.1N., R.1W., S.L.B.&M.
NORTH SALT LAKE, DAVIS COUNTY, UT-11

DRAWN: 5/9/19
DH
APPROVED: [DATE]
STA [PROJECT #]
PROJECT: [PROJECT #]
SITE_1185009.dwg
C400
SITE PLAN



150 NORTH

MAIN STREET



Landscape		
Quantity	Symbol	Description
Annuals-Perennials		
6		Blue Oat Grass 5 gal
7		Carex everillo #1
15		Coneflower 'Cheyenne Spirit' 1 Gallon
16		Daylily, Everydaylily Pink Cream 1 gal
20		Echinacea purpurea 1 gallon
13		Echinacea, 'Big Kahuna' #5
9		False Indigo, 'Vanilla Cream' 1 gal
24		Fountain Grass, Hamlen Dwarf #7
12		Heuchera spp. 'Black beauty' 1
15		Lady's Mantle 1 gallon
55		Lavender 'Hidcote Blue' 2 gal
36		Mexican Feather Grass #5
3		Peony, Felix Crousse 5 gallon
12		Salvia, May Night #1
27		Sedum 'Autumn Joy' 10 gallon
Shrubs Over 4 Feet		
5		Darts Gold Ninebark #5
20		Elderberry 'Black Laced' #5
8		Ninebark, Diablo 5 gal
Trees		
1		Blue Atlas Cedar 10 gal
15		Dawycok Purple Beech #25
2		Deodar Cedar 2 1/2
5		Ginkgo 'Goldenspire' 15 gal
4		Japanese Maple 'Emperor' 1' 15 gallon
4		Japanese Maple, 'Waterfall' 15 gallon
25		Karl Forrester 2.25'
1		Magnolia 'Ann' 15 gal
1		Oak, Pin or Swamp 15 gallon

COMPANY:

Seasons Four Landscape
640 N Main
NSL, UT 84054

SHEET DESCRIPTION:

Landscape

PROJECT:

NSL Town Homes
150 S Main St.
North Salt Lake, UT 84054

REVISIONS:
3rd

DATE:
5/7/19

JOB NUMBER:
12345

DRAWN BY:
255

CHECKED BY:
N/A

SCALE:
1" = 10'

SHEET:
1 of 2



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: Craig Black, Police Chief
Sherrie Llewelyn, Community Development Director
DATE: May 21, 2019
SUBJECT: Consideration of Ordinance 2019-01, Amending Title 6 & 7 Parking Regulations

RECOMMENDATION

The City Safety Committee has reviewed the proposed ORD2019-01 and recommends the adoption of the ordinance pertaining to on street parking and civil penalties.

BACKGROUND

The current regulations regarding on street parking are located in Title 6 of the City Code. The regulations are enforced within the Criminal Court System as misdemeanor offenses. It is the opinion of city staff that this process has been ineffective in enforcement of parking fines, due to various issues within the criminal judicial system. With the recent adoption of the Administrative Hearing process for code enforcement (Title 12), it has been determined that a civil hearing and penalty process would be a more efficient and effective means to obtain compliance with parking regulations. City Staff has drafted the attached ordinance to update current parking regulations as part of the proposed civil penalty process.

REVIEW

The proposed ordinance makes the following changes to parking regulations in the City of North Salt Lake:

1. Clarifies the existing City Safety Committee is the designated body to erect other regulatory traffic signs where needed, not just stop or yield signs.
2. Defines the purpose of on street parking regulations for the purpose of protection to the public, health, safety, and welfare; lessen street congestion; promote safety and accommodate safe snow removal; provide an appropriate balance of permitted on street parking; and to accommodate multi-modal transportation use of city streets.
3. Defines common terms within the parking regulations.
4. Establishes the owner's responsibility in parking vehicles and trailers in conformance to the parking regulations.
5. Authorizes the removal of vehicles which are in violation of parking regulations.

6. Establishes clearly the prohibited acts related to on street parking, standing or stopping.
7. Establishes no parking areas within bus stop zones.
8. Addresses unauthorized parking in disabled parking stalls.
9. Establishes parking regulations during a snow event and until any time after the snow removal is completed from pavement edge to pavement edge.
10. Establishes a 48 hour time limitation for long term street storage of vehicles.
11. Prohibits the storage of construction vehicles and trailers on a public street.
12. Prohibits parking in front of mailboxes.
13. Prohibits unauthorized parking in City Owned Parking lots.
14. Establishes the procedure for parking violations (tickets), a civil penalty, and administrative law judge hearing process to ensure equitable treatment of those cited for parking violations.
15. Establishes a 14 day permit for the placement of dumpsters or moving pods in the city right of way when such placement does not pose a safety or traffic hazard and is temporary in nature.'

In addition to the proposed ordinance, parking violation fines have been included in the proposed amendment to the Comprehensive Fee Schedule for May 2019. Essentially the fine is being proposed as \$80 for each parking violation and \$200 for disabled parking violations. The proposed ordinance provides for a \$60 reduction to that fee for timely payment (14 days) from the date of citation. A \$40 reduction it provided for payments made between 15-30 days from the date of citation. The ordinance further provides that the Administrative Law Judge will be authorized to reduce the fine to a fine no less than \$5, if cause has been demonstrated during an administrative hearing. The Judge may also establish a payment plan for the appellant.

POSSIBLE MOTION

I move that the City Council approve ORD2019-01 amending Title 6, Motor Vehicles and Traffic, pertaining to on-street parking regulations, and Title 7, Public Ways and Property, as proposed.

Attachments

- 1) ORD2019-01
- 2) Exhibit A-proposed amendments

ORDINANCE NO. 2019-01

**AN ORDINANCE OF THE CITY OF NORTH SALT LAKE
AMENDING TITLE 6 AND TITLE 7 OF THE CITY CODE
PERTAINING TO ON STREET PARKING REGULATIONS
AND PUBLIC WAYS AND PROPERTY**

WHEREAS, the City Council of the City of North Salt Lake finds that the enforcement of the North Salt Lake City Municipal Code and applicable state codes throughout the City related to parking on city streets is an important public service; and

WHEREAS, the City Council of the City of North Salt Lake has determined that additional amendments are necessary to provide a civil penalty system for parking violations will be beneficial to the citizens of the city; and

WHEREAS, the City Council of the City of North Salt Lake has determined parking violations can be more effectively enforced through administrative civil hearings and that judicial proceedings will be more just and equitable enforcement of parking regulations; and

WHEREAS, the City Council of the City of North Salt Lake finds that parking enforcement is vital to the protection of the public's health, safety, and quality of life, especially during snow events and subsequent snow removal by public works employees; and

WHEREAS, the City Council recognizes that enforcement starts with the drafting of precise regulations that can be effectively applied in administrative enforcement hearings and judicial proceedings;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, AS FOLLOWS:

Section 1. Code Amendment. Title 6 and Title 7, of the City Code is hereby amended as attached in Exhibit A.

Section 2. 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 3. Effective Date. This Ordinance shall become effective upon publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH

SALT LAKE, STATE OF UTAH, THIS _____ DAY OF _____, 2019.

CITY OF NORTH SALT LAKE

By: _____
Len Arave, Mayor

ATTEST:

City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Council Member Baskin	_____
Council Member Hood	_____
Council Member Horrocks	_____
Council Member Mumford	_____
Council Member Porter	_____

[SEAL]

Certificate of Posting Ordinance:

I, the duly appointed recorder for the City of North Salt Lake, hereby certifies that the foregoing Ordinance No. _____ 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 _____, 2019.

Linda Horrocks, City Recorder

1 **TITLE 6**
 2 **MOTOR VEHICLES AND TRAFFIC**

3
 4 **Chapter 1**
 5 **TRAFFIC CODE AND REGULATIONS**

6
 7 **6-1-4: AUTHORITY TO ERECT REGULATORY~~STOP OR YIELD~~ SIGNS:**

8
 9 The City Safety Committee, as constituted in Section 6-2-4 ~~Manager or designee may authorize~~
 10 any person employed by the city to erect or install any sign or traffic control device required to
 11 enforce the provisions of this title.

12 ~~Whenever any ordinance of the city designates and describes a through street, it shall be the duty of the~~
 13 ~~chief law enforcement officer or the superintendent of streets to place and maintain a stop sign or, where~~
 14 ~~safety and efficiency require at an intersection, a yield sign on each and every street intersecting such~~
 15 ~~through street, unless traffic at such intersection is controlled at all times by traffic control signals. However,~~
 16 ~~at the intersection of two (2) through streets or at the intersection of a through street and a heavily traveled~~
 17 ~~street, stop signs shall be erected at approaches to either street as determined by the chief law enforcement~~
 18 ~~officer on the basis of an engineering and traffic study. (1989 Code § 11-326)~~

19
 20 **Chapter 2**
 21 **PARKING REGULATIONS**

22 6-2-1 Purpose

23 6-2-2 Definitions

24 6-2-3 Registered Owner Responsible

25 6-2-4 Signs

26 6-2-5 Peace Officer Authority to Move or Remove a Vehicle

27 6-2-6 Applicability

28 6-2-7 Prohibited Acts

29 6-2-8 Regulations Not Exclusive

30 6-2-9 Notice of Parking Violation

31 6-2-10 Hearing and Appeal Procedures

32 6-2-11 Penalties

33 ~~6-2-1: OWNER RESPONSIBLE:~~

34 ~~6-2-2: PARKING OR BLOCKING STREETS OR HIGHWAYS:~~

35 ~~6-2-3: SIGNS:~~

36 ~~6-2-4: UNLAWFUL PARKING:~~

37 ~~6-2-5: PROHIBITED PARKING FOR RESTRICTED VEHICLES:~~

38 ~~6-2-6: BOATS, TRAILERS, RECREATIONAL VEHICLES, LARGE TRUCKS AND OTHER OBJECTS~~
39 ~~DEEMED SAFETY HAZARDS:~~

40 ~~6-2-7: PENALTY:~~

41 6-2-1: Purpose

42 A. This section is intended to serve, promote, and protect the public health, safety, and welfare:

- 43 1. To reduce congestion upon the public streets of the city;
44 2. To promote safety and accommodate efficient snow removal on city streets;
45 3. To accomplish traffic control;
46 4. To ensure that development provides the parking needed to serve the associated uses,
47 residents, tenants, and visitors;
48 5. To achieve an appropriate balance between the demand for and supply of off-street parking;
49 and
50 6. To accommodate multi-modal transportation usage.

51 6-2-2: Definitions

52 A. "Construction equipment" means heavy-duty vehicles, specially designed for executing
53 construction tasks, most frequently ones involving earthwork operations.

54 B. "Impound" means to remove or seize a vehicle or trailer to an impound yard or if none, a
55 garage or other place of safety.

56 C. "Move" means to move or relocate a vehicle or trailer to a location off the public roadway
57 or street.

58 D. "Park" or "parking" means the standing of a vehicle or trailer, whether occupied or not,
59 "Park" or "parking" does not include the standing of a vehicle temporarily for the purpose
60 of and while engaged in loading or unloading property or passengers.

61 E. "Peace officer" is a sworn member of the North Salt Lake Police Department and certified as
62 defined under Utah Code §53-13-103.

63 F. "Permit" means a specific written authorization for a use that is regulated by city code.

64 G. "Person" means the individual or business to which a vehicle or trailer is registered,
65 whether in the State of Utah or another state.

66 H. "Snow event" means a weather system that produces any type or combination of winter
67 precipitation such as ice, snow, hail, sleet, or freezing rain.

68 I. "Stand" or "standing" means the temporary halting of a vehicle or trailer, whether occupied
69 or not, for the purpose of and while engaged in receiving or discharging passengers or
70 property.

71 A.J. "Stop" or "stopping" when prohibited means any halting even momentarily of a vehicle or
 72 trailer, whether occupied or not, except when:

- 73 1. necessary to avoid conflict with other traffic;
 74 2. or in compliance with the directions of a peace officer or official traffic-control device.

75 K. "Traffic control device" means sign, signal, marking, light, or painting or other device on
 76 the road, sidewalk, curb, or street for the purpose of regulation, warning, or guiding traffic,
 77 including standing or stopped vehicles.

78 L. "Trailer" means a vehicle with or without motive power designed for carrying persons or
 79 property and for being drawn by a motor vehicle.

80 M. "Vehicle" means any device such as farm equipment, construction equipment, tractors or
 81 by which any person or property is or may be transported or drawn upon a roadway, off
 82 highway vehicles, and any specialty equipment.

83 **6-2-1: OWNER RESPONSIBLE:**

84 **6-2-3: Registered Owner Responsible**

85 A. If any vehicle or trailer is used in violation of the parking provisions of this Title, the person
 86 or entity in whose name the vehicle or trailer is registered shall be strictly liable for the
 87 violation and the penalty for ~~that~~ the violation.

88 B. If a peace officer or ordinance enforcement officer witnesses a person stop or park a vehicle
 89 or trailer in violation of this Chapter, the officer shall assess the civil penalty against that
 90 operator in lieu of the registered owner.

91 ~~A. Every person in whose name a vehicle is registered or licensed shall be responsible for the~~
 92 ~~parking of any vehicle in violation of this chapter. It is no defense to a charge that the~~
 93 ~~vehicle was illegally parked by another unless it is shown that at such time the vehicle was~~
 94 ~~being used without the consent of the registered owner.~~

95 ~~B. Proof that the named defendant is the registered owner of the illegally parked vehicle shall~~
 96 ~~be prima facie evidence that the registered owner parked the vehicle and/or that the~~
 97 ~~illegally parked vehicle was so parked with the knowledge and consent of the registered~~
 98 ~~owner. (Ord. 2016 16, 9 6 2016)~~

99 **6-2-3: SIGNS:**

100 **6-2-4: Signs**

101 The ~~city safety committee, as constituted by the~~ city manager or designee may authorize any

102 person employed by the city to erect or install any sign or traffic control device required to
103 enforce the provisions of this chapter. (Ord. 2016-16, 9-6-2016)

104
105 **6-2-5 Peace Officer Authority to Move or Remove Vehicles or Trailers in Violation of this**
106 **Chapter**

107 A. When a peace officer determines that a vehicle or trailer parked in violation of Title 6,
108 Chapter 2 must be moved to avoid public inconvenience, ensure public safety, or remove if
109 abandoned, the peace officer is authorized to move, remove, or impound the vehicle or
110 trailer, or to order the owner or operator of the vehicle or trailer to move or remove it.

111
112 B. A peace officer who causes a vehicle or trailer to be removed under this Section shall have
113 the vehicle or trailer removed by a tow truck service that meets the standards established
114 by Title 72, Chapter 9, Motor Safety Carrier Act, as amended.

115
116 C. The City shall not be liable for any lost, damaged, or stolen items or damage to any vehicle
117 or trailer moved, removed, or impounded pursuant to this Section.

118
119 D. The registered owner of a vehicle or trailer moved, removed, or impounded under this
120 Section is strictly liable for all related costs.

121 **6-2-6 Applicability**

122 A. The provisions of this Chapter that prohibit the stopping, standing or parking of a vehicle or
123 trailer shall apply at all times as specified by ordinance or as indicated on an official traffic-
124 control device except when necessary to stop a vehicle or trailer due to emergency
125 conditions, to avoid conflict with other traffic, or to comply with the directions of a peace
126 officer or an official traffic-control device.

127 B. Any permit issued under this Chapter may temporarily authorize stopping, standing or
128 parking that would otherwise be a violation of this Chapter.

129 **6-2-7: Prohibited Acts**

130 **A. Restrictions on Stopping, Standing, or Parking**

131 1. No vehicle or trailer shall stop, stand, or park, whether occupied or not, in any of the
132 following places:

133 a. on the roadway side of any vehicle or trailer stopped or parked at the edge or curb
134 of a street;

135 b. on- or across a sidewalk or curb;

136 c. within an intersection or roundabout;

- 137 d. on a crosswalk or designated crossing;
- 138 e. Aadjacent to a clear view area, unless a different length is indicated by signs or
139 markings;
- 140 f. adjacent to or opposite any street excavation or obstruction when stopping,
141 standing, or parking would obstruct traffic;
- 142 g. upon any bridge or other elevated structure, on a highway, or within a tunnel;
- 143 h. on any railroad track or railroad signal area;
- 144 i. on any controlled-access highway;
- 145 j. at any place where an official traffic-control devices prohibits stopping, standing, or
146 parking; or
- 147 k. alongside any curb during times when prohibited.
- 148 2. No vehicle or trailer shall be standing or parked, whether occupied or not, except
149 momentarily to pick up or discharge a passenger or passengers:
- 150 a. in front of a public or private driveway;
- 151 b. within 15 feet of a fire hydrant;
- 152 c. within 20 feet of a crosswalk or designated crossing;
- 153 d. within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or other
154 traffic-control signal located at the side of a roadway;
- 155 e. within 20 feet of the driveway entrance to any fire station and on the opposite side
156 of a street opposite the entrance to any fire station within 75 feet of the entrance
157 when posted by signs; or
- 158 f. at any place where official traffic-control devices prohibit standing or parking.
- 159 B. Passenger or Freight Curb Loading Zone
- 160 1. No vehicle or trailer may stop or park for any purpose other than for the loading or
161 unloading of passengers in any place marked as a passenger curb-loading zone during
162 the hours when the curb-loading zone regulations in effect, and then only for a period
163 not to exceed three minutes, provided the driver remains with the vehicle.
- 164 2. No vehicle or trailer may stop or park for any purpose other than for the expeditious
165 loading or unloading of property in any place marked as a freight curb-loading zone

166 during hours when curb-loading zone regulation is in effect the provisions is in effect. In
167 no case shall the stop for loading and unloading of materials exceed thirty (30) minutes.

- 168 3. The driver of a passenger vehicle may stop at a place marked as a freight curb- loading
169 zone while freight loading is occurring. Unloading passengers may not interfere with any
170 vehicle loading or unloading freight, provided that the driver remains with the vehicle.

171 C. Bus Stops

172 No vehicle or trailer shall stop, stand, or park, other than a bus or coach, in a bus stop when any
173 such stand or stop has been officially designated (60' prior to the stop and 20' past the stop)
174 and appropriately signed or marked. A passenger vehicle may temporarily stop therein- while
175 actually engaged in loading or unloading passengers when such stopping does not interfere
176 with any bus or, coach, provided the driver remains with the vehicle.

177 D. Vehicle left unattended

178 No vehicle or trailer shall be left standing unattended unless the engine is stopped, the ignition
179 is locked, and the ignition key is removed. If the vehicle or trailer is standing upon any
180 perceptible grade, the brakes shall be set and the front wheels turned to the curb or side of the
181 roadway.

182 E. Parking in Disabled Parking Stalls

- 183 1. No vehicle shall park in any parking spot designated for parking by disabled persons,
184 unless:

185 a. the driver or a passenger in the vehicle is disabled and the vehicle displays a
186 disability special group license plate, temporary removable windshield placard, or
187 removable windshield placard issued by the state, another state, territory, or foreign
188 jurisdiction; or

189 b. the driver of the vehicle is parked to load or unload a passenger who is disabled and
190 the vehicle displays a disability special group license plate, temporary removable
191 windshield placard, or removable windshield placard issued by state, another state,
192 territory, or foreign jurisdiction.

- 193 2. This Section shall apply to and be enforceable upon public property and on private
194 property that is used or intended for use by the public.

195 F. No Parking During Snow Removal/Plowing Hours

- 196 1. It is unlawful to park or leave parked any vehicle or trailer upon the City's paved portion
197 of the street or roadway during a snow event or until snow removal or plowing from
198 pavement edge to pavement edge is complete.

199 2. Any vehicle parked in violation of Subsection (1) may be impounded and subject to a
200 penalty. No person may recover any impounded vehicle without first paying the cost of
201 removal impound and storage.

202 3. Vehicles which require circumvention for plowing are considered abandoned or in
203 continued violation of this Chapter and shall be subject to citation, removal, and
204 impoundments.

205 G. Time Limitations & Long Term Street Storage

206 1. No vehicle or trailer shall be parked on any street or roadway for:

207 a. longer than 48 consecutive hours; or

208 b. longer than allowed by appropriate signs or markings giving notice of such parking
209 time limitation.

210 c. for the purpose of this subsection, moving a vehicle or trailer shall mean relocating
211 the vehicle or trailer to a location off of the public right of way, street, or roadway.

212 H. Parking or standing vehicles, trailers, or equipment on street.

213 1. Construction equipment, may be temporarily parked within a right of way during
214 periods of active construction as authorized by permit or agreement.

215 2. Inoperable vehicles or trailers may shall not be parked, placed, stored, abandoned, or
216 otherwise left on any public street, alley, sidewalk, park strip, curb, or right-of-way at
217 any time.

218 3. It shall be unlawful to park, place, store, abandon, or otherwise leave any motorized
219 vehicle, combination of vehicles, or combination of vehicles and load which have a
220 length of more than 45 feet, a width of more than 8 feet, a height of more than 14 feet,
221 a gross vehicle weight over 18,000 pounds, or more than two axles on any public street,
222 roadway, alley, or right-of-way at any time for a period longer than 2 hours unless:

223 a. the vehicle or combination is actually engaged in loading or unloading passengers or
224 freight; or

225 b. the vehicle or trailer is located on a street or roadway within an MD or MG Zone,
226 with the exception of Main Street, Center Street, 1100 North, Pacific Avenue,
227 Overland Drive or Redwood Road, in which case the time limit shall be 48 hours.

228 4. For the purposes of this subsection, a vehicle shall be considered parked, even if the
229 engine is running, if the vehicle is left standing for any period longer than three minutes,
230 unless the vehicle is actually loading or unloading passengers or property.

231 5. The provisions of this subsection do not apply to passenger buses operated under the
 232 authority of the Public Service Commission of the State of Utah, nor to authorized
 233 emergency vehicles, nor to city vehicles.

234 I. Parking or Standing Near Mailbox Restricted

235 No vehicle shall be stopped or parked, whether occupied or not, within 15 feet of a public or
 236 private curb mailbox between the hours of 8 a.m. and 5 p.m., except when necessary to avoid
 237 conflict with other traffic, to comply with law or the directions of a peace officer or official
 238 traffic control device, or to momentarily pick up or discharge passengers.

239 J. Parking in City-Owned Parking Lots

240 1. No motor vehicle or trailer shall be parked in a city-owned parking lot, including North
 241 Salt Lake City Hall, city parks, or other city-owned parking lots in violation of any sign
 242 posted that restricts parking.

243 2. The city manager or designee may grant written permission for temporary use of a
 244 parking lot owned by the City of North Salt Lake under special circumstances.

245 3. No motorized or non-motorized vehicle or trailer shall be parked outside of a designated
 246 parking stall, unless specifically authorized by the City in any parking lot owned by the
 247 City where parking stalls are designated by painted lines or other markings.

248 ~~**6-2-2: PARKING OR BLOCKING STREETS OR HIGHWAYS:**~~

249 ~~In addition to the parking provisions contained in the state traffic code, as adopted by the city,~~
 250 ~~it shall be a class C misdemeanor, subject to penalty as provided in section 1-4-1 of this code,~~
 251 ~~for any person to:~~

252 ~~A. Remain standing, lying or sitting on any street or highway in such a manner as to obstruct~~
 253 ~~the free passage of vehicular or pedestrian traffic thereupon.~~

254 ~~B. Intentionally remain standing, lying or sitting on any street or highway in such manner for~~
 255 ~~more than one minute after being requested to move by any police officer.~~

256 ~~C. Intentionally remain on such street or highway in such manner as to obstruct the free~~
 257 ~~passage of any person or vehicle into or out of any property abutting upon the street or~~
 258 ~~highway or any property having access to such street or highway. (Ord. 2016-16, 9-6-2016)~~

259 ~~**6-2-4: UNLAWFUL PARKING:**~~

260 ~~A. Parking At Curb: No motor vehicle shall be parked with the left side of the vehicle next to~~
 261 ~~the curb, except on one-way streets. It shall be unlawful to stand or park any motor vehicle~~
 262 ~~in a street other than parallel with the curb and with the two (2) right wheels of the vehicle~~
 263 ~~within twelve inches (12") of the regularly established curb line, except on those streets~~

264 ~~which have been marked for angle parking; then vehicles shall be parked at the angle to the~~
265 ~~curb indicated by such marks.~~

266 ~~B. Vehicles For Sale: It shall be unlawful to park any vehicle on any street for the purpose of~~
267 ~~displaying it for sale, or to park any vehicle from which merchandise is peddled on any~~
268 ~~business street.~~

269 ~~C. Loading Zone: When so posted, it shall be unlawful for the driver of a passenger vehicle to~~
270 ~~stand or park such vehicle for a period of time longer than is permitted by the posted sign~~
271 ~~for the loading or unloading of passengers, or for the driver to stand or park any freight~~
272 ~~carrying motor vehicle for a period of time longer than is necessary to load, unload and~~
273 ~~deliver materials in any place designated as a loading zone and marked as such.~~

274 ~~D. Parking Prohibited: It shall be unlawful for any person, except physicians on emergency calls~~
275 ~~or designated emergency vehicles when properly posted, to park any motor vehicle on any~~
276 ~~street in violation of the posted restrictions.~~

277 ~~E. Cab Stands; Bus Stands: No motor vehicle, other than a licensed taxicab, shall be parked in~~
278 ~~any area designated by ordinance as a taxicab stand, and no vehicle, other than a bus, shall~~
279 ~~be parked in a place so designated as a bus loading zone.~~

280 ~~F. Parking During Snowplowing Prohibited: From November 1 to and including April 1 of any~~
281 ~~year, no person shall park a vehicle, and no registered owner of a vehicle shall allow his or~~
282 ~~her vehicle to be parked, on any street for a period of time longer than thirty (30) minutes~~
283 ~~between the hours of eleven o'clock (11:00) P.M. and six o'clock (6:00) A.M. of any day, or~~
284 ~~during any period of snowfall when snowplows may be operating.~~

285 ~~G. Parking Restrictions On City Property: No overnight parking or after hours parking shall be~~
286 ~~allowed on city owned parking lots for any vehicle which is not a city owned vehicle or does~~
287 ~~not belong to a person or contractor who is employed by the city. (Ord. 2016 16, 9 6 2016)~~

288 ~~6-2-5: PROHIBITED PARKING FOR RESTRICTED VEHICLES:~~

289 ~~A. No person shall park or allow to remain standing or idling for more than fifteen (15)~~
290 ~~minutes, any "restricted vehicle", as defined in section 6 1 3 of this title, or any vehicle that~~
291 ~~has ten (10) or more wheels touching the ground, or has a total length, including an~~
292 ~~attached trailer, or other attached object, exceeding thirty nine feet (39'), upon any street~~
293 ~~or roadway of the city, except: 1) to load or unload the vehicle expeditiously; or 2) upon~~
294 ~~restricted vehicle routes and truck routes so designated within the city and in compliance~~
295 ~~with traffic signs and markings upon said routes; or 3) for city approved construction and~~
296 ~~maintenance.~~

297 ~~B. No person shall park, or allow to remain standing or idling for more than fifteen (15)~~
298 ~~minutes, any "restricted vehicle", as defined in section 6 1 3 of this title, or any vehicle that~~

299 ~~has ten (10) or more wheels touching the ground; or has a total length, including an~~
300 ~~attached trailer, or other attached object, exceeding thirty nine feet (39'), upon any~~
301 ~~privately owned property within the corporate city limits of the city, if that property is~~
302 ~~zoned residential (R1-7, R1-10, R1-12, RM-7, RM-20), P, R or SR.~~

303 ~~C. Subsection B of this section shall not apply to vehicles parked upon privately owned~~
304 ~~property which has a valid nonconforming or conditional use permit that allows restricted~~
305 ~~vehicles upon such property. (Ord. 2016-16, 9-6-2016)~~

306 ~~**6-2-6: BOATS, TRAILERS, RECREATIONAL VEHICLES, LARGE TRUCKS AND OTHER OBJECTS**~~
307 ~~**DEEMED SAFETY HAZARDS:**~~

308 ~~A. Prohibited Parking: It shall be unlawful for any person to park or allow to stand on any~~
309 ~~public street or right of way in the city any boat, trailer, camper, recreational vehicle, motor~~
310 ~~home or truck (except a pickup), for more than twenty four (24) hours without~~
311 ~~authorization from the police department.~~

312 ~~B. Heavy Trucks Limitation: No person shall, without authorization from the police~~
313 ~~department, park or allow to stand on any public street or right of way in the city any truck~~
314 ~~weighing twelve thousand (12,000) pounds or more, unless the truck is being actively~~
315 ~~loaded or unloaded. For purposes of this section, a truck shall not be deemed to be actively~~
316 ~~loaded or unloaded if: 1) nothing is removed from or placed in the truck for a period of time~~
317 ~~in excess of ten (10) minutes; or 2) the truck is blocking or impairing the flow of traffic.~~

318 ~~C. Hazard Created: It shall be unlawful for any person to park any motor vehicle in the public~~
319 ~~streets or rights of way in the city which:~~

320 ~~1. Creates a hazard;~~

321 ~~2. Reasonably impedes the flow of traffic;~~

322 ~~3. Impairs the operation of city equipment or vehicles; or~~

323 ~~4. Unreasonably prevents or obstructs other drivers of motor vehicles from viewing the~~
324 ~~road or road right of way.~~

325 ~~D. Removal Of Vehicle: The police department, after making a reasonable effort to notify the~~
326 ~~owner or driver of a motor vehicle which is in violation of subsection A or C of this section,~~
327 ~~may remove or cause to be removed, the vehicle or object.~~

328 ~~E. Penalty: Any person that violates any provision of this section is guilty of a class B~~
329 ~~misdemeanor, subject to penalty as provided in section 1-4-1 of this code. Each day that a~~
330 ~~violation of this section continues or occurs, shall be deemed to be a separate offense and~~
331 ~~may be punished as such. (Ord. 2016-16, 9-6-2016)~~

332 **6-2-8: Regulations Not Exclusive**

333 The provisions of this chapter that impose a time limit on stopping, standing and parking shall
334 not relieve any person from the duty to comply with other more restrictive provisions that
335 prohibit or limit the stopping, standing, or parking of vehicles or trailers in specified places or at
336 specified times.

337 **6-2-9: Notice of Parking Violation Procedures**

338 A. Any person who receives a Notice of Parking Violation shall pay the civil penalty for that
339 violation as set forth in this Chapter. If the owner or operator requests a hearing within
340 fourteen days, as provided in this Chapter, the penalty is not due until ~~any~~ the hearing
341 process is complete.

342 B. The civil penalty specified in this Chapter shall be subject to the following reductions:

343 1. If paid within fourteen (14) days from the date of issuance of the Notice of Violation,
344 shall be reduced by the amount specified in the adopted City of North Salt Lake
345 Comprehensive Fee Schedule, Section 7.3 Parking Violation Civil Penalties;

346 2. If paid between fourteen (14) and thirty (30) days from the date of issuance of the
347 Notice of Violation, shall be reduced by the amount specified in the adopted City of
348 North Salt Lake Comprehensive Fee Schedule, Section 7.3 Parking Violation Civil
349 Penalties.

350 C. Any Notice of Violation for which the appropriate penalty has been paid in full within sixty
351 (60) days of issuance shall be deemed satisfied.

352 D. Any Notice of Violation for which the appropriate penalty has been paid within fourteen
353 (14) days from such date as may have been determined ~~to~~ by the Administrative Law Judge
354 shall be deemed satisfied.

355 E. Any filing for a Notice of Violation for which the appropriate penalty imposed pursuant to
356 this Chapter remains unsatisfied after sixty (60) days from the issuance of the Notice of
357 Violation, or fourteen (14) days from such date as may have been determined by the
358 Administrative Law Judge, shall be considered in default. The City may use ~~a~~ any lawful
359 means to collect on the default. The owner or operator shall be subject to all fines, including
360 court, constable and attorneys' fees. Nonappearance of an owner or operator may result in
361 a default judgment.

362 F. The City may use ~~a~~ any lawful means to collect and satisfy the judgment, including costs
363 and reasonable attorney's fees.

364 **6-2-7: PENALTY:**

365
366 Unless otherwise provided, a violation of any provision of this chapter shall be a class C

367 ~~misdemeanor, subject to penalty as provided in section 1-4-1 of this code. No criminal~~
368 ~~conviction shall excuse a person from otherwise complying with the provisions of this chapter.~~
369 ~~(Ord. 2016-16, 9-6-2016)~~

370 **6-2-10: Presiding Officer –Administrative Law Judge Procedures**

371 ~~An~~The Administrative Law Judge (ALJ) is the presiding officer who shall be appointed in
372 ~~accordance with Title 12, Administrative Code Enforcement Hearing Program to consider~~
373 ~~matters relating a violation to this Title. The ALJ shall not be a member of the North Salt Lake~~
374 ~~Police Department, or city staff employed in other administrative or regular positions.~~

375 ~~A. The City Recorder or designee shall accept payments and offers of proof; manage payment~~
376 ~~plans; and schedule hearings before the ALJ.~~

377 ~~B. Any person who has received a Notice of Violation on the person’s vehicle or trailer, by~~
378 ~~mail, or in person, may appear before the City Recorder or designee to pay or schedule~~
379 ~~payment or to request a hearings before the Administrative Law Judge.~~

380 ~~1. A request for hearing shall be in writing, on a request form provided by the City.~~

381 ~~2. The form shall be filed with the City Recorder or designee, signed by the person named~~
382 ~~in the Notice of Violation, clearly state that the person is requesting a hearing, and~~
383 ~~identify the Notice of Violation.~~

384 ~~3. If the City Recorder or designee determines that a purported request does not comply~~
385 ~~with this Subsection, the person named in the Notice of Violation shall be sent notice of~~
386 ~~the noncompliance within three (3) business days. The petitioner may amend the~~
387 ~~request to comply with the subsection within ten (10) days of receiving notice.~~

388 ~~C. Standard of Proof-Burden~~

389 ~~1. The burden of proof is upon the petitioner alleging defenses.~~

390 ~~2. If the Administrative Law Judge finds by a preponderance of the evidence that no~~
391 ~~violation occurred, or that a violation occurred but one or more of the defenses set~~
392 ~~forth in this Subsection is applicable, the Administrative Law Judge may dismiss the~~
393 ~~Notice of Violation and release the owner or person named in the notice from liability~~
394 ~~thereunder.~~

395 ~~A petitioner may allege the following defenses under this subsection:~~

396 ~~a. At the time of the observed violation, the subject vehicle or trailer had been~~
397 ~~acquired, possessed, or under the control of someone other than the registered~~
398 ~~owner, in violation of the criminal laws of the State;~~

399 b. At the time of the observed violation, the compliance with the ordinances would
400 have presented an imminent and irreparable injury to persons or property.

401 3. If the Administrative Law Judge finds by a preponderance of the evidence that a
402 violation occurred, but that one of the defenses set forth in this Subsection apply, the
403 ALJ may reduce the penalty.

404 A petitioner may allege the following defenses under this subsection:

405 a. At the time of receipt of the Notice of Violation, possession of the subject vehicle or
406 trailer had been acquired pursuant to a written lease agreement, or other similar
407 written agreement;

408 a.b. The subject vehicle or trailer was mechanically incapable of being moved from
409 such location; provided, however, that this defense shall not apply to any vehicle or
410 trailer which remains at such location in excess of twelve (12) hours;

411 c. Any marking, sign, or other indicia of parking regulation:

412 i. was not clearly visible or comprehensible; or

413 ii. was not properly installed.; or

414 iii. There exist other mitigating circumstances as may be determined by the ALJ.

415 4. If the Administrative Law Judge that a violation occurred and no applicable defense
416 exists, the ALJ may, in the interest of justice and on behalf of the City, may enforce the
417 penalty and may set up a plan for the timely or periodic payment of the applicable
418 penalty.

419 **6-2-11: JUDICIAL REVIEW—APPEAL OF PARKING CODE ENFORCEMENT.**

420 A. Any party adversely affected by any decision made in the exercise of the provisions of Title
421 6, Chapter 2, may file a petition for review of the decision or order by the district court
422 within thirty (30) days after the decision is rendered.

423 B. The decision or order by the Administrative Law Judge constitutes final agency action.

424 C. A party may seek judicial review only after exhausting all administrative remedies available.

425 D. The petition shall name the agency and all other appropriate parties as respondents and
426 shall meet the form requirements specified.

427 E. Within one hundred twenty (120) days after submitting the petition for appeal, the
428 petitioner shall request a copy of the record of the proceedings, including transcripts of
429 hearings when necessary. The Administrative Law Division shall not submit copies of files or

430 transcripts to the reviewing court until the party petitioning for appeal has paid all required
431 costs. The petitioning party's failure to properly arrange for copies of the record, or to pay
432 the full costs for the record, within one hundred eighty (180) days after the petition for
433 review was filed shall be grounds for dismissal of the petition. If a transcript of a hearing
434 cannot be prepared because the tape recording is incomplete or unintelligible, the district
435 court may, in its discretion, remand the matter to the Administrative Law Judge for a
436 supplemental proceeding to complete the record. The district court may limit the scope of
437 the supplemental proceeding to issues that, in the court's opinion, need to be clarified.

438 F. The district court's review is limited to the record of the administrative decision that is
439 being appealed. The court shall not accept or consider any evidence that is not part of the
440 record of that decision.

441 G. The district court shall presume that the decision or order of the Parking Code Enforcement
442 Administrative Law Judge is valid.

443 H. The district court shall review the record to determine whether or not the decision was
444 arbitrary, capricious, or illegal.

445 **6-2-12: Penalties**

446 A. Any parking regulations in North Salt Lake Municipal Code, Title 6, Chapter 2 are subject to
447 penalties as currently adopted in the City of North Salt Lake Comprehensive Fee Schedule,
448 Section 7.3 Parking Violation Civil Penalties.

449 A.B. Any vehicle or trailers with unpaid North Salt Lake parking tickets is subject to impound
450 at the owner's expense.

451 **Title 7**

452 **PUBLIC WAYS AND PROPERTY**

453 **7-1-4: OBSTRUCTIONS TO STREETS AND SIDEWALKS:**

454 A. It is unlawful to place or permit, or cause to allow to be placed or permitted, or for a
455 property owner adjacent to a public right of way to permit the continued existence of,
456 anywhere upon a public street or sidewalk, anything which wholly or partially obstructs,
457 impedes or blocks use by pedestrians or vehicles. This prohibition includes trees, bushes,
458 sidewalks raised by trees or other means, unlevel sidewalks, dirt, rocks, rubbish,
459 construction materials, wood, trailers or vehicles. It shall be unlawful for any person to
460 place a trash dumpster within public rights of way that impedes traffic or creates a driving
461 hazard. (Ord. 09-16, 11-17-2009; amd. Ord. 2012-01, 1-3-2012)

462
463 B. **Temporary Dumpster or Portable Storage Device**

- 464 1. A permit ~~for~~ to place a dumpster, temporary dumpster, or portable storage device shall
465 be for an initial term of not more than fourteen (14) days.
- 466 2. Provided the permit applicant is in compliance with the provisions of this title and ~~all~~any
467 other applicable City regulations, a renewal permit may be approved and issued for an
468 additional fourteen (14) day period upon application and payment of the permit
469 renewal fee.
- 470 3. ~~No~~ more than one renewal permit shall be issued by the City for any dumpster,
471 temporary dumpster, or portable storage device placed upon any City street.
- 472 4. The dumpster, temporary dumpster, or portable storage device shall be removed no
473 later than the expiration date of the permit.
- 474 5. No dumpster, temporary dumpster, or portable storage device may be placed:
- 475 a. on any Arterial or collector road in the City;
- 476 b. within 40 feet of an intersection;
- 477 c. within any prohibited or restricted area.;
- 478 d. nearer than 15 feet to any fire hydrant;
- 479 e. within the designated travel lane of any street extending a distance of more than 9
480 feet from the curb line or edge of pavement;
- 481 f. to interfere with any required clear sight distance across any intersection;
- 482 g. to obstruct any pedestrian way or the travel lane of any public street; or
- 483 h. to interfere with the operation or maintenance of any public utility.
- 484 6. Any dumpster, temporary dumpster, or portable storage device shall have the following:
- 485 a. the name, address and telephone number of the dumpster, temporary dumpster, or
486 portable storage device owner/operator displayed conspicuously on at least two
487 sides of the device;
- 488 b. Reflective tape shall be placed upon all four sides of the dumpster, temporary
489 dumpster, or portable storage device in such a manner as to make it visible at night;

490 c. Any dumpster, temporary dumpster, or portable storage device rollers or wheels
491 shall be placed upon a wooden pad of at least six inches by six inches and at least
492 3/4 of an inch in thickness, or on a similarly protective device in order to prevent
493 damage to the road surface; and

494 d. the name, address and telephone number of the dumpster, temporary dumpster, or
495 portable storage device owner/operator displayed conspicuously on at least two
496 sides of the device;

497 7. No dumpster, temporary dumpster, or portable storage device shall:

498 a. be loaded in such a manner as to cause its contents to spill onto any street,
499 sidewalk, or other area intended for pedestrian travel;:

500 b. contain any hazardous waste unless pursuant to a permit for such waste issued by
501 the appropriate governmental entity.;

502 c. emit any noxious or offensive odor; or

503 d. otherwise create any hazard or risk to public health.

504 8. In addition to the provisions of subsections (5), (6), and (7), the placement of
505 any dumpster shall be in accordance with all the requirements of the State of Utah
506 Motor Vehicle Code.

507 9. If any damage or injury occurs to the asphalt, curb or sidewalk by a dumpster,
508 temporary dumpster or portable storage device which is caused or the result of the use
509 or occupancy of any street or road, the permittee shall be responsible and liable to
510 restore the asphalt, curb or sidewalk to its original condition.

511 10. If the permittee refuses to properly restore the asphalt, curb and sidewalk to its original
512 condition, the City may do so and collect the cost of the same from the permittee.

513 ~~B.C.~~ Trees, bushes or other growth, or the branches, fruit or leaves thereof, which encroach
514 directly upon the street or sidewalk, or within eleven feet (11') above the street or seven
515 feet (7') above the sidewalk, are prohibited.

516 ~~C. This restriction does not include vehicles lawfully parked on the street. (Ord. 09-16, 11-17-~~
517 ~~2009)~~

518 ~~D.~~ C. Violations of this section ~~shall~~ may also be treated as a class C misdemeanor, subject to
519 penalty as provided in section 1-4-1 of this code. (Ord. 09-16, 11-17-2009; amd. 2012 Code)

1 **TITLE 6**
2 **MOTOR VEHICLES AND TRAFFIC**

3
4 **Chapter 1**
5 **TRAFFIC CODE AND REGULATIONS**

6
7 **6-1-4: AUTHORITY TO ERECT REGULATORY SIGNS:**
8

9 The City Manager or designee may authorize any person employed by the city to erect or install
10 any sign or traffic control device required to enforce the provisions of this title.

11
12 **Chapter 2**
13 **PARKING REGULATIONS**

14 **6-2-1 Purpose**

15 **6-2-2 Definitions**

16 **6-2-3 Registered Owner Responsible**

17 **6-2-4 Signs**

18 **6-2-5 Peace Officer Authority to Move or Remove a Vehicle**

19 **6-2-6 Applicability**

20 **6-2-7 Prohibited Acts**

21 **6-2-8 Regulations Not Exclusive**

22 **6-2-9 Notice of Parking Violation**

23 **6-2-10 Hearing and Appeal Procedures**

24 **6-2-11 Penalties**

25 **6-2-1: Purpose**

26 A. This section is intended to serve, promote, and protect the public health, safety, and welfare:

- 27 1. To reduce congestion upon the public streets of the city;
28 2. To promote safety and accommodate efficient snow removal on city streets;
29 3. To accomplish traffic control;
30 4. To ensure that development provides the parking needed to serve the associated uses,
31 residents, tenants, and visitors;
32 5. To achieve an appropriate balance between the demand for and supply of off-street parking;
33 and
34 6. To accommodate multi-modal transportation usage.

35 **6-2-2: Definitions**

- 36 A. "Construction equipment" means heavy-duty vehicles, specially designed for executing
37 construction tasks, most frequently ones involving earthwork operations.
- 38 B. "Impound" means to remove or seize a vehicle or trailer to an impound yard or if none, a
39 garage or other place of safety.
- 40 C. "Move" means to move or relocate a vehicle or trailer to a location off the public roadway
41 or street.
- 42 D. "Park" or "parking" means the standing of a vehicle or trailer, whether occupied or not.
43 "Park" or "parking" does not include the standing of a vehicle temporarily for the purpose
44 of and while engaged in loading or unloading property or passengers.
- 45 E. "Peace officer" is a sworn member of the North Salt Lake Police Department and certified as
46 defined under Utah Code §53-13-103.
- 47 F. "Permit" means a specific written authorization for a use that is regulated by city code.
- 48 G. "Person" means the individual or business to which a vehicle or trailer is registered,
49 whether in the State of Utah or another state.
- 50 H. "Snow event" means a weather system that produces any type or combination of winter
51 precipitation such as ice, snow, hail, sleet, or freezing rain.
- 52 I. "Stand" or "standing" means the temporary halting of a vehicle or trailer, whether occupied
53 or not, for the purpose of and while engaged in receiving or discharging passengers or
54 property.
- 55 J. "Stop" or "stopping" when prohibited means any halting even momentarily of a vehicle or
56 trailer, whether occupied or not, except when:
- 57 1. necessary to avoid conflict with other traffic;
- 58 2. or in compliance with the directions of a peace officer or official traffic-control device.
- 59 K. "Traffic control device" means sign, signal, marking, light, or painting or other device on the
60 road, sidewalk, curb, or street for the purpose of regulation, warning, or guiding traffic,
61 including standing or stopped vehicles.
- 62 L. "Trailer" means a vehicle with or without motive power designed for carrying persons or
63 property and for being drawn by a motor vehicle.
- 64 M. "Vehicle" means any device such as farm equipment, construction equipment, tractors or
65 by which any person or property is or may be transported or drawn upon a roadway, off
66 highway vehicles, and any specialty equipment.

67 6-2-3: Registered Owner Responsible

68 A. If any vehicle or trailer is used in violation of the parking provisions of this Title, the person
69 or entity in whose name the vehicle or trailer is registered shall be strictly liable for the
70 violation and the penalty for the violation.

71 B. If a peace officer or ordinance enforcement officer witnesses a person stop or park a vehicle
72 or trailer in violation of this Chapter, the officer shall assess the civil penalty against that
73 operator in lieu of the registered owner.

74 6-2-4: Signs

75 The city manager or designee may authorize any person employed by the city to erect or install
76 any sign or traffic control device required to enforce the provisions of this chapter. (Ord. 2016-
77 16, 9-6-2016)

78

**79 6-2-5 Peace Officer Authority to Move or Remove Vehicles or Trailers in Violation of this
80 Chapter**

81 A. When a peace officer determines that a vehicle or trailer parked in violation of Title 6,
82 Chapter 2 must be moved to avoid public inconvenience, ensure public safety, or remove if
83 abandoned, the peace officer is authorized to move, remove, or impound the vehicle or
84 trailer, or to order the owner or operator of the vehicle or trailer to move or remove it.

85

86 B. A peace officer who causes a vehicle or trailer to be removed under this Section shall have
87 the vehicle or trailer removed by a tow truck service that meets the standards established
88 by Title 72, Chapter 9, Motor Safety Carrier Act, as amended.

89

90 C. The City shall not be liable for any lost, damaged, or stolen items or damage to any vehicle
91 or trailer moved, removed, or impounded pursuant to this Section.

92

93 D. The registered owner of a vehicle or trailer moved, removed, or impounded under this
94 Section is strictly liable for all related costs.

95 6-2-6 Applicability

96 A. The provisions of this Chapter that prohibit the stopping, standing or parking of a vehicle or
97 trailer shall apply at all times as specified by ordinance or as indicated on an official traffic-
98 control device except when necessary to stop a vehicle or trailer due to emergency
99 conditions, to avoid conflict with other traffic, or to comply with the directions of a peace
100 officer or an official traffic-control device.

101 B. Any permit issued under this Chapter may temporarily authorize stopping, standing or
102 parking that would otherwise be a violation of this Chapter.

103 6-2-7: Prohibited Acts

- 104 A. Restrictions on Stopping, Standing, or Parking
- 105 1. No vehicle or trailer shall stop, stand, or park, whether occupied or not, in any of the
106 following places:
- 107 a. on the roadway side of any vehicle or trailer stopped or parked at the edge or curb
108 of a street;
- 109 b. on or across a sidewalk or curb;
- 110 c. within an intersection or roundabout;
- 111 d. on a crosswalk or designated crossing;
- 112 e. adjacent to a clear view area, unless a different length is indicated by signs or
113 markings;
- 114 f. adjacent to or opposite any street excavation or obstruction when stopping,
115 standing, or parking would obstruct traffic;
- 116 g. upon any bridge or other elevated structure, on a highway, or within a tunnel;
- 117 h. on any railroad track or railroad signal area;
- 118 i. on any controlled-access highway;
- 119 j. at any place where an official traffic-control device prohibits stopping, standing, or
120 parking; or
- 121 k. alongside any curb during times when prohibited.
- 122 2. No vehicle or trailer shall be standing or parked, whether occupied or not, except
123 momentarily to pick up or discharge a passenger or passengers:
- 124 a. in front of a public or private driveway;
- 125 b. within 15 feet of a fire hydrant;
- 126 c. within 20 feet of a crosswalk or designated crossing;
- 127 d. within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or other
128 traffic-control signal located at the side of a roadway;
- 129 e. within 20 feet of the driveway entrance to any fire station and on the opposite side
130 of a street opposite the entrance to any fire station within 75 feet of the entrance
131 when posted by signs; or

132 f. at any place where official traffic-control devices prohibit standing or parking.

133 B. Passenger or Freight Curb Loading Zone

134 1. No vehicle or trailer may stop or park for any purpose other than for the loading or
135 unloading of passengers in any place marked as a passenger curb-loading zone during
136 the hours when the curb-loading zone regulation is in effect, and then only for a period
137 not to exceed three minutes, provided the driver remains with the vehicle.

138 2. No vehicle or trailer may stop or park for any purpose other than for the expeditious
139 loading or unloading of property in any place marked as a freight curb-loading zone
140 during hours when curb-loading zone regulation is in effect the provision is in effect. In
141 no case shall the stop for loading and unloading of materials exceed thirty (30) minutes.

142 3. The driver of a passenger vehicle may stop at a place marked as a freight curb- loading
143 zone while freight loading is occurring. Unloading passengers may not interfere with any
144 vehicle loading or unloading freight, provided that the driver remains with the vehicle.

145 C. Bus Stops

146 No vehicle or trailer shall stop, stand, or park, other than a bus or coach, in a bus stop when any
147 such stand or stop has been officially designated (60' prior to the stop and 20' past the stop)
148 and appropriately signed or marked. A passenger vehicle may temporarily stop therein while
149 actually engaged in loading or unloading passengers when such stopping does not interfere
150 with any bus or coach, provided the driver remains with the vehicle.

151 D. Vehicle left unattended

152 No vehicle or trailer shall be left standing unattended unless the engine is stopped, the ignition
153 is locked, and the ignition key is removed. If the vehicle or trailer is standing upon any
154 perceptible grade, the brakes shall be set and the front wheels turned to the curb or side of the
155 roadway.

156 E. Parking in Disabled Parking Stalls

157 1. No vehicle shall park in any parking spot designated for parking by disabled persons,
158 unless:

159 a. the driver or a passenger in the vehicle is disabled and the vehicle displays a
160 disability special group license plate, temporary removable windshield placard, or
161 removable windshield placard issued by the state, another state, territory, or foreign
162 jurisdiction; or

163 b. the driver of the vehicle is parked to load or unload a passenger who is disabled and
164 the vehicle displays a disability special group license plate, temporary removable

165 windshield placard, or removable windshield placard issued by state, another state,
166 territory, or foreign jurisdiction.

167 2. This Section shall apply to and be enforceable upon public property and on private
168 property that is used or intended for use by the public.

169 F. No Parking During Snow Removal/Plowing Hours

170 1. It is unlawful to park or leave parked any vehicle or trailer upon the City's paved portion
171 of the street or roadway during a snow event or until snow removal or plowing from
172 pavement edge to pavement edge is complete.

173 2. Any vehicle parked in violation of Subsection (1) may be impounded and subject to a
174 penalty. No person may recover any impounded vehicle without first paying the cost of
175 impound and storage.

176 3. Vehicles which require circumvention for plowing are considered abandoned or in
177 continued violation of this Chapter and shall be subject to citation, removal, and
178 impoundments.

179 G. Time Limitations & Long Term Street Storage

180 1. No vehicle or trailer shall be parked on any street or roadway for:

181 a. longer than 48 consecutive hours; or

182 b. longer than allowed by appropriate signs or markings giving notice of such parking
183 time limitation.

184 c. for the purpose of this subsection, moving a vehicle or trailer shall mean relocating
185 the vehicle or trailer to a location off of the public right of way, street, or roadway.

186 H. Parking or standing vehicles, trailers, or equipment on street.

187 1. Construction equipment may be temporarily parked within a right of way during periods
188 of active construction as authorized by permit or agreement.

189 2. Inoperable vehicles or trailers shall not be parked, placed, stored, abandoned, or
190 otherwise left on any public street, alley, sidewalk, park strip, curb, or right-of-way at
191 any time.

192 3. It shall be unlawful to park, place, store, abandon, or otherwise leave any motorized
193 vehicle, combination of vehicles, or combination of vehicles and load which have a
194 length of more than 45 feet, a width of more than 8 feet, a height of more than 14 feet,
195 a gross vehicle weight over 18,000 pounds, or more than two axles on any public street,
196 roadway, alley, or right-of-way at any time for a period longer than 2 hours unless:

- 197 a. the vehicle or combination is actually engaged in loading or unloading passengers or
198 freight; or
- 199 b. the vehicle or trailer is located on a street or roadway within an MD or MG Zone,
200 with the exception of Main Street, Center Street, 1100 North, Pacific Avenue,
201 Overland Drive or Redwood Road, in which case the time limit shall be 48 hours.
- 202 4. For the purposes of this subsection, a vehicle shall be considered parked, even if the
203 engine is running, if the vehicle is left standing for any period longer than three minutes,
204 unless the vehicle is actually loading or unloading passengers or property.
- 205 5. The provisions of this subsection do not apply to passenger buses operated under the
206 authority of the Public Service Commission of the State of Utah, nor to authorized
207 emergency vehicles, nor to city vehicles.

208 I. Parking or Standing Near Mailbox Restricted

209 No vehicle shall be stopped or parked, whether occupied or not, within 15 feet of a public or
210 private curb mailbox between the hours of 8 a.m. and 5 p.m., except when necessary to avoid
211 conflict with other traffic, to comply with law or the directions of a peace officer or official
212 traffic control device, or to momentarily pick up or discharge passengers.

213 J. Parking in City-Owned Parking Lots

- 214 1. No motor vehicle or trailer shall be parked in a city-owned parking lot, including North
215 Salt Lake City Hall, city parks, or other city-owned parking lots in violation of any sign
216 posted that restricts parking.
- 217 2. The city manager or designee may grant written permission for temporary use of a
218 parking lot owned by the City of North Salt Lake under special circumstances.
- 219 3. No motorized or non-motorized vehicle or trailer shall be parked outside of a designated
220 parking stall, unless specifically authorized by the City in any parking lot owned by the
221 City where parking stalls are designated by painted lines or other markings.

222 **6-2-8: Regulations Not Exclusive**

223 The provisions of this chapter that impose a time limit on stopping, standing and parking shall
224 not relieve any person from the duty to comply with other more restrictive provisions that
225 prohibit or limit the stopping, standing, or parking of vehicles or trailers in specified places or at
226 specified times.

227 **6-2-9: Notice of Parking Violation Procedures**

- 228 A. Any person who receives a Notice of Parking Violation shall pay the civil penalty for that
229 violation as set forth in this Chapter. If the owner or operator requests a hearing within

230 fourteen days, as provided in this Chapter, the penalty is not due until the hearing process is
231 complete.

232 B. The civil penalty specified in this Chapter shall be subject to the following reductions:

233 1. If paid within fourteen (14) days from the date of issuance of the Notice of Violation,
234 shall be reduced by the amount specified in the adopted City of North Salt Lake
235 Comprehensive Fee Schedule, Section 7.3 Parking Violation Civil Penalties;

236 2. If paid between fourteen (14) and thirty (30) days from the date of issuance of the
237 Notice of Violation, shall be reduced by the amount specified in the adopted City of
238 North Salt Lake Comprehensive Fee Schedule, Section 7.3 Parking Violation Civil
239 Penalties.

240 C. Any Notice of Violation for which the appropriate penalty has been paid in full within sixty
241 (60) days of issuance shall be deemed satisfied.

242 D. Any Notice of Violation for which the appropriate penalty has been paid within fourteen
243 (14) days from such date as may have been determined by the Administrative Law Judge
244 shall be deemed satisfied.

245 E. Any filing for a Notice of Violation for which the appropriate penalty imposed pursuant to
246 this Chapter remains unsatisfied after sixty (60) days from the issuance of the Notice of
247 Violation, or fourteen (14) days from such date as may have been determined by the
248 Administrative Law Judge, shall be considered in default. The City may use any lawful means
249 to collect on the default. The owner or operator shall be subject to all fines, including court,
250 constable and attorneys' fees. Nonappearance of an owner or operator may result in a
251 default judgment.

252 F. The City may use any lawful means to collect and satisfy the judgment, including costs and
253 reasonable attorney's fees.

254 **6-2-10: Presiding Officer, Administrative Law Judge Procedures**

255 The Administrative Law Judge (ALJ) is the presiding officer who shall be appointed in
256 accordance with Title 12, Administrative Code Enforcement Hearing Program to consider
257 matters relating a violation to this Title. The ALJ shall not be a member of the North Salt Lake
258 Police Department, or city staff employed in other administrative or regular positions.

259 A. The City Recorder or designee shall accept payments and offers of proof; manage payment
260 plans; and schedule hearings before the ALJ.

261 B. Any person who has received a Notice of Violation on the person's vehicle or trailer, by
262 mail, or in person, may appear before the City Recorder or designee to pay or schedule
263 payment or to request a hearing before the Administrative Law Judge.

- 264 1. A request for hearing shall be in writing, on a request form provided by the City.
- 265 2. The form shall be filed with the City Recorder or designee, signed by the person named
266 in the Notice of Violation, clearly state that the person is requesting a hearing, and
267 identify the Notice of Violation.
- 268 3. If the City Recorder or designee determines that a purported request does not comply
269 with this Subsection, the person named in the Notice of Violation shall be sent notice of
270 the noncompliance within three (3) business days. The petitioner may amend the
271 request to comply with the subsection within ten (10) days of receiving notice.

272 C. Standard of Proof-Burden

- 273 1. The burden of proof is upon the petitioner alleging defenses.
- 274 2. If the Administrative Law Judge finds by a preponderance of the evidence that no
275 violation occurred, or that a violation occurred but one or more of the defenses set
276 forth in this Subsection is applicable, the Administrative Law Judge may dismiss the
277 Notice of Violation and release the owner or person named in the notice from liability
278 thereunder.

279 A petitioner may allege the following defenses under this subsection:

- 280 a. At the time of the observed violation, the subject vehicle or trailer had been
281 acquired, possessed, or under the control of someone other than the registered
282 owner, in violation of the criminal laws of the State.
- 283 b. At the time of the observed violation, the compliance with the ordinance would
284 have presented an imminent and irreparable injury to persons or property.
- 285 3. If the Administrative Law Judge finds by a preponderance of the evidence that a
286 violation occurred, but that one of the defenses set forth in this Subsection apply, the
287 ALJ may reduce the penalty.

288 A petitioner may allege the following defenses under this subsection:

- 289 a. At the time of receipt of the Notice of Violation, possession of the subject vehicle or
290 trailer had been acquired pursuant to a written lease agreement or other similar
291 written agreement;
- 292 b. The subject vehicle or trailer was mechanically incapable of being moved from such
293 location; provided, however, that this defense shall not apply to any vehicle or
294 trailer which remains at such location in excess of twelve (12) hours;
- 295 c. Any marking, sign, or other indicia of parking regulation:

- 296 i. was not clearly visible or comprehensible; or
- 297 ii. was not properly installed.; or
- 298 iii. There exist other mitigating circumstances as may be determined by the ALJ.
- 299 4. If the Administrative Law Judge that a violation occurred and no applicable defense
300 exists, the ALJ may, in the interest of justice and on behalf of the City, may enforce the
301 penalty and may set up a plan for the timely or periodic payment of the applicable
302 penalty.

303 **6-2-11: JUDICIAL REVIEW—APPEAL OF PARKING CODE ENFORCEMENT.**

- 304 A. Any party adversely affected by any decision made in the exercise of the provisions of Title
305 6, Chapter 2, may file a petition for review of the decision or order by the district court
306 within thirty (30) days after the decision is rendered.
- 307 B. The decision or order by the Administrative Law Judge constitutes final agency action.
- 308 C. A party may seek judicial review only after exhausting all administrative remedies available.
- 309 D. The petition shall name the agency and all other appropriate parties as respondents and
310 shall meet the form requirements specified.
- 311 E. Within one hundred twenty (120) days after submitting the petition for appeal, the
312 petitioner shall request a copy of the record of the proceedings, including transcripts of
313 hearings when necessary. The Administrative Law Division shall not submit copies of files or
314 transcripts to the reviewing court until the party petitioning for appeal has paid all required
315 costs. The petitioning party's failure to properly arrange for copies of the record, or to pay
316 the full costs for the record, within one hundred eighty (180) days after the petition for
317 review was filed shall be grounds for dismissal of the petition. If a transcript of a hearing
318 cannot be prepared because the tape recording is incomplete or unintelligible, the district
319 court may, in its discretion, remand the matter to the Administrative Law Judge for a
320 supplemental proceeding to complete the record. The district court may limit the scope of
321 the supplemental proceeding to issues that, in the court's opinion, need to be clarified.
- 322 F. The district court's review is limited to the record of the administrative decision that is
323 being appealed. The court shall not accept or consider any evidence that is not part of the
324 record of that decision.
- 325 G. The district court shall presume that the decision or order of the Parking Code Enforcement
326 Administrative Law Judge is valid.
- 327 H. The district court shall review the record to determine whether or not the decision was
328 arbitrary, capricious, or illegal.

329 6-2-12: Penalties

330 A. Any parking regulations in North Salt Lake Municipal Code, Title 6, Chapter 2 are subject to
331 penalties as currently adopted in the City of North Salt Lake Comprehensive Fee Schedule,
332 Section 7.3 Parking Violation Civil Penalties.

333 B. Any vehicle or trailer with unpaid North Salt Lake parking tickets is subject to impound at
334 the owner's expense.

335 Title 7**336 PUBLIC WAYS AND PROPERTY****337 7-1-4: OBSTRUCTIONS TO STREETS AND SIDEWALKS:**

338 A. It is unlawful to place or permit, or cause to allow to be placed or permitted, or for a
339 property owner adjacent to a public right of way to permit the continued existence of,
340 anywhere upon a public street or sidewalk, anything which wholly or partially obstructs,
341 impedes or blocks use by pedestrians or vehicles. This prohibition includes trees, bushes,
342 sidewalks raised by trees or other means, unlevel sidewalks, dirt, rocks, rubbish,
343 construction materials, wood, trailers or vehicles. It shall be unlawful for any person to
344 place a trash dumpster within public rights of way that impedes traffic or creates a driving
345 hazard. (Ord. 09-16, 11-17-2009; amd. Ord. 2012-01, 1-3-2012)

346

347 B. Temporary Dumpster or Portable Storage Device

348 1. A permit to place a dumpster, temporary dumpster, or portable storage device shall be
349 for an initial term of not more than fourteen (14) days.

350 2. Provided the permit applicant is in compliance with the provisions of this title and any
351 other applicable City regulations, a renewal permit may be approved and issued for an
352 additional fourteen (14) day period upon application and payment of the permit
353 renewal fee.

354 3. No more than one renewal permit shall be issued by the City for any dumpster,
355 temporary dumpster, or portable storage device placed upon any City street.

356 4. The dumpster, temporary dumpster, or portable storage device shall be removed no
357 later than the expiration date of the permit.

358 5. No dumpster, temporary dumpster, or portable storage device may be placed:

359 a. on any arterial or collector road in the City;

- 360 b. within 40 feet of an intersection;
- 361 c. within any prohibited or restricted area.;
- 362 d. nearer than 15 feet to any fire hydrant;
- 363 e. within the designated travel lane of any street extending a distance of more than 9
364 feet from the curb line or edge of pavement;
- 365 f. to interfere with any required clear sight distance across any intersection;
- 366 g. to obstruct any pedestrian way or the travel lane of any public street; or
- 367 h. to interfere with the operation or maintenance of any public utility.
- 368 6. Any dumpster, temporary dumpster, or portable storage device shall have the following:
- 369 a. the name, address and telephone number of the dumpster, temporary dumpster, or
370 portable storage device owner/operator displayed conspicuously on at least two
371 sides of the device;
- 372 b. Reflective tape shall be placed upon all four sides of the dumpster, temporary
373 dumpster, or portable storage device in such a manner as to make it visible at night;
- 374 c. Any dumpster, temporary dumpster, or portable storage device rollers or wheels
375 shall be placed upon a wooden pad of at least six inches by six inches and at least
376 3/4 of an inch in thickness, or on a similarly protective device in order to prevent
377 damage to the road surface; and
- 378 d. the name, address and telephone number of the dumpster, temporary dumpster, or
379 portable storage device owner/operator displayed conspicuously on at least two
380 sides of the device;
- 381 7. No dumpster, temporary dumpster, or portable storage device shall:
- 382 a. be loaded in such a manner as to cause its contents to spill onto any street,
383 sidewalk, or other area intended for pedestrian travel;
- 384 b. contain any hazardous waste unless pursuant to a permit for such waste issued by
385 the appropriate governmental entity.;
- 386 c. emit any noxious or offensive odor; or

- 387 d. otherwise create any hazard or risk to public health.

- 388 8. In addition to the provisions of subsections (5), (6), and (7), the placement of
389 any dumpster shall be in accordance with the requirements of the State of Utah Motor
390 Vehicle Code.

- 391 9. If any damage or injury occurs to the asphalt, curb or sidewalk by a dumpster,
392 temporary dumpster or portable storage device which is caused or the result of the use
393 or occupancy of any street or road, the permittee shall be responsible and liable to
394 restore the asphalt, curb or sidewalk to its original condition.

- 395 10. If the permittee refuses to properly restore the asphalt, curb and sidewalk to its original
396 condition, the City may do so and collect the cost of the same from the permittee.

- 397 C. Trees, bushes or other growth, or the branches, fruit or leaves thereof, which encroach
398 directly upon the street or sidewalk, or within eleven feet (11') above the street or seven
399 feet (7') above the sidewalk, are prohibited.

- 400 C. Violations of this section may also be treated as a class C misdemeanor, subject to
401 penalty as provided in section 1-4-1 of this code. (Ord. 09-16, 11-17-2009; amd. 2012
402 Code)



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: Craig Black, Police Chief
Sherrie Llewelyn, Community Development Director

DATE: May 21, 2019

SUBJECT: Consideration of Resolution 2019-19R, Amending the Consolidated Fee Schedule, establishing civil penalties for parking violations

RECOMMENDATION

The City Safety Committee has reviewed the proposed RES2019-19R and recommends the adoption of the amendment to the consolidated fee schedule pertaining to on street parking and civil penalties.

BACKGROUND

In addition to the proposed ordinance, parking violation fines have been included in the proposed amendment to the Comprehensive Fee Schedule for May 2019. Essentially the fine is being proposed as \$80 for each parking violation and \$200 for disabled parking violations. The proposed ordinance provides for a \$60 reduction to that fee for timely payment (14 days) from the date of citation. A \$40 reduction it provided for payments made between 15-30 days from the date of citation. The ordinance further provides that the Administrative Law Judge will be authorized to reduce the fine to a fine no less than \$5, if cause has been demonstrated during an administrative hearing. The Judge may also establish a payment plan for the appellant.

POSSIBLE MOTION

I move that the City Council approve RES2019-19R amending the Consolidated Fee Schedule establishing civil penalties for parking violations, as proposed.

Attachments

- 1) RES2019-19R
- 2) Exhibit A-proposed amendment

RESOLUTION NO. 2019-19R

A RESOLUTION ADOPTING CERTAIN AMENDMENTS TO THE CITY OF NORTH SALT LAKE COMPREHENSIVE FEE SCHEDULE AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of North Salt Lake City has determined that certain amendments to the Comprehensive Fee Schedule are warranted to establish a civil penalty for parking violations.

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

- 1) City of North Salt Lake Comprehensive Fee Schedule is hereby amended as shown in Exhibit "A".
- 2) This resolution shall take effect immediately upon posting as required by Utah Code.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, THIS 21th DAY OF MAY, 2019.

CITY OF NORTH SALT LAKE

By: _____
Len Arave, Mayor

ATTEST:

City Recorder

City Council Vote as Recorded:

[SEAL]

<u>Name</u>	<u>Vote</u>
Council Member Baskin	_____
Council Member Hood	_____
Council Member Horrocks	_____
Council Member Mumford	_____
Council Member Porter	_____

EXHIBIT A

7.3 Parking Violation Civil Penalties

<u>Violation of City Code Title 6, Chapter 2</u> <u>“Parking Regulations”</u>	<u>\$80</u>
<u>Violation of City Code 6-2-7(E), as amended</u> <u>“Parking in Disabled Parking Stalls”</u>	<u>\$200</u>
<u>Discount for timely payment</u> <u>Within fourteen (14) days of ticket issuance</u>	<u>(\$60)</u>
<u>Discount for timely payment</u> <u>Within thirty (30) days of ticket issuance</u>	<u>(\$40)</u>



NORTH SALT LAKE ENGINEERING

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

LEONARD ARAVE
Mayor

PAUL OTTOSON, PE
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council

From: Paul Ottoson

Date: May 21, 2019

Subject: Redwood Road Sidewalk – 50 North to 100 North & 600 North to 1050 North

RECOMMENDATION

City Staff recommends awarding the “Redwood Road Sidewalk – 50 North to 100 North and 600 North to 1050 North” project to W.M. Green, Inc. for \$121,042.68.

BACKGROUND

The City received 2 separate grants through UDOT’s Pedestrian Safety program. One is for new sidewalk from Center Street to 100 North and the other is from 600 North to 1050 North. Both projects are on the east side of Redwood Road. Most areas along the project will have a 5 foot wide concrete sidewalk and an 8 foot wide parkstrip.

The grant and city share amounts are shown below:

	<u>Grant Amount (75%)</u>	<u>City Share (25%)</u>	<u>Total</u>
Center Street to 100 North	\$30,000	\$10,000	\$40,000
600 North to 1050 North	<u>\$56,250</u>	<u>\$18,750</u>	<u>\$75,000</u>
Total	\$86,250	\$28,750	\$115,000

The City has already budgeted the \$18,750 for the 600 North to 1050 North section, but no funds have been budgeted for the Center Street to 100 North section. Staff will be requesting a budget adjustment of \$10,000 next month.

The City received eight bids and they are shown below:

<u>Contractor</u>	<u>Bid Amount</u>
W.M. Green, Inc.	\$121,042.68
ACME Construction, Inc.	\$122,985.75
Bowen Construction Co.	\$144,847.00
M.C. Green and Sons, Inc.	\$147,928.96
Morgan Asphalt	\$190,824.50
Leon Poulson Construction	\$196,893.00
Stapp Construction	\$211,451.00
Beck Construction	\$229,935.50

Since the W.M. Green bid amount of \$121,042.68 is over the total approved project revenue of \$115,000, an additional \$6,042.68 will also have to be added to the budget adjustment request in June.

RECOMMENDATION

I recommend City Council award the Redwood Road Sidewalk – 50 North to 100 North & 600 North to 1050 North project to W. M. Green, Inc. for the price of \$121,042.68.



02





De Tico

Little Caesars

REVOLUTION



NORTH SALT LAKE ENGINEERING

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

LEONARD ARAVE
Mayor

PAUL OTTOSON, PE
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council

From: Paul Ottoson

Date: May 21, 2019

Subject: Miscellaneous Street Preservations – June 2019

RECOMMENDATION

City staff recommends awarding a contract to Holbrook Asphalt Co. for “Miscellaneous Street Preservations - June 2019” for the price of \$248,394.52.

BACKGROUND

This is the City’s annual street preservation project scattered throughout the city. This project did not go out for bid since the materials used are a sole source product manufactured, sold, distributed, and installed exclusively under the direction of Holbrook Asphalt. Some of the streets will receive high density mineral bond (HA5) which is similar to a slurry seal. The other streets which are in poorer shape will be treated with bonded matrix overlay which is more similar to a chip seal with a top coating. The City has used Holbrook Asphalt on many streets over the years and has been very pleased with the company and the product.

The streets to receive high density mineral bond (HA5) are:

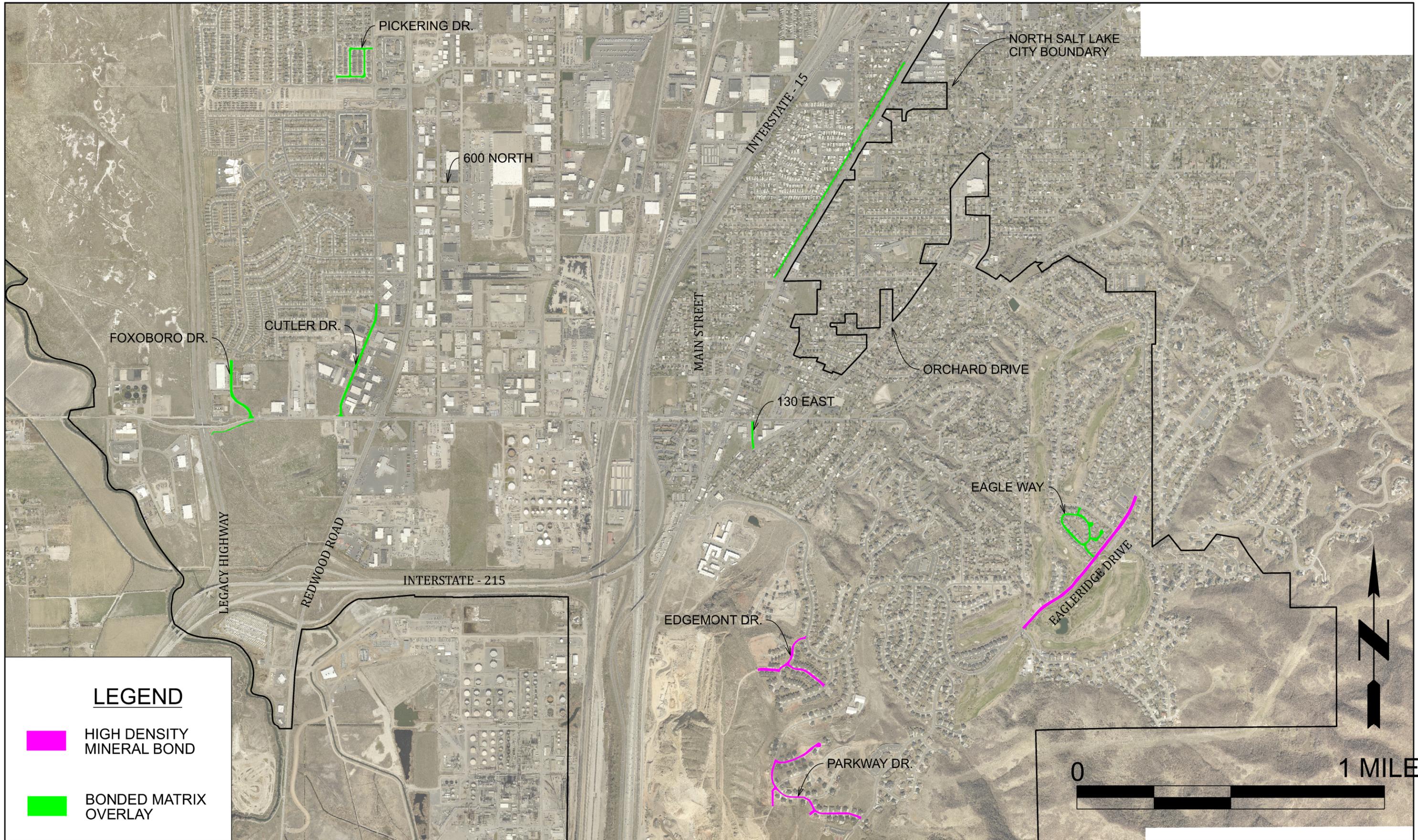
1. Abby Drive
2. Hexham Drive
3. Pickering Drive
4. Redbridge Drive
5. Eagle Way
6. Eagle View Dircle
7. Eagle Nest Circle
8. 130 East
9. Cutler Drive (Robinson Drive to Center Street)
10. Foxboro Drive (Center Street to North side of Stericycle)
11. US89 Trail (350 North to 900 North)
12. Center Street Trail (West of Redwood Road)

The streets to receive bonded matrix overlay are:

1. Edge Crest Lane
2. Edgemont Drive
3. Edgewood Drive (Eagleridge Drive to Edgecrest Lane)
4. Eagleridge Drive (South Eaglewood Loop to North City Limit Line)
5. Parkway Drive (Eaglepointe Drive to Parkway Circle)
6. Parkway Circle
7. Pace Lane (West of Parkway Drive)
8. Lockwood Lane

RECOMMENDATION

I recommend awarding the “Miscellaneous Street Preservations – June 2019” project to Holbrook Asphalt for the price of \$248,394.52.



LEGEND

- HIGH DENSITY MINERAL BOND
- BONDED MATRIX OVERLAY

REVISION	DATE	BY	DESCRIPTION	DESIGN
				GMR
				GMR
				PAO
				DATE MAY 2019
				F.B. NO.
				P.G. NO.

PROPOSED HA5 AND BMO LOCATIONS

MISCELLANEOUS STREET PRESERVATIONS 2019



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, UT 84054
(801) 335-8700

LEN ARAVE
Mayor
KEN LEETHAM
City Manager

SHEET 1
OF 1
PROJECT NO.
19-015



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: North Salt Lake Redevelopment Agency Board
FROM: Sherrie Llewelyn, Community Development Director
DATE: May 21, 2019
SUBJECT: Resolution No. RDA-2019-01R: A resolution authorizing the City Manager to distribute Redevelopment Agency funds from the RDA fund to Knowlton General for the burial of power lines at City's Edge Apartments located at approximately 200 South Highway 89.

RECOMMENDATION

Staff recommends approval of the resolution which authorizes the City Manager to distribute funds to Knowlton General for the burial of power lines at City's Edge Apartments located at approximately 200 South Highway 89.

BACKGROUND

On March 19, 2019, the City Council approved a resolution authorizing the City Manager to submit a CDBG grant application for the burial of power lines from approximately 200 South Highway 89 to 150 South Highway 89, adjacent to the City's Edge housing development and extending north to the corner of Highway 89 and Main Street. The project was proposed to allow the property owner to offset the cost of development in order to maintain the units at an affordable rental rate. It was intended that the affordable housing funds authorized through the Redevelopment Agency would be used towards the match for the project. That match was authorized at \$28,000, which was 20% of the total project cost.

Unfortunately, the City was not awarded those grant funds. So, now the scope of the project has been decreased to only include the area directly in front of City's Edge Apartments at 200 South Highway 89. The total cost to bury the power lines in that location is \$60,102, as shown in Attachment 1. City Staff has confirmed that there are sufficient funds in the housing set aside of the RDA fund to cover that cost.

If approved for funding, Knowlton General will maintain 35% of the units at City's Edge Apartments as affordable housing at the income rates of 50-80% of the Area Median Income (AMI), as identified by HUD each year. Housing is "affordable" when the total housing costs (including utilities) do not exceed 30% of the household income. As an example, assuming that utilities will cost \$100/month, for FY20, the maximum rent permitted for 35% of the units at City's Edge would be \$962/month. The HUD income limits are updated each spring, so it is proposed that the property owner must submit an annual report to City Staff each July 1st, showing the rental rates for City's Edge will be in accordance with the new HUD income limits for that year.

Staff is recommending that a deed restriction be recorded against the property for a term of 5 years that would require that 35% of the units are maintained affordable at the 50-80% AMI rate. Once the 5 year term is up, then the units may be leased at market rental rates. In addition to a deed restriction, Staff is recommending that a development agreement be signed with the property owner detailing the terms of the agreement, and outlining a process for how the Redevelopment Agency can get the money back from the property owner in the event that the agreement is violated. Both of those items will be addressed at the staff level.

POSSIBLE MOTION

I move that the Redevelopment Agency Board approve Resolution RDA-2019-01R authorizing the City Manager to distribute funds to Knowlton General in the amount of \$60,102.00 for the burial of power lines at City's Edge Apartments located at approximately 200 South Highway 89.

Attachments

- 1) RDA Participation Request
- 2) Resolution No. RDA-2019-01R

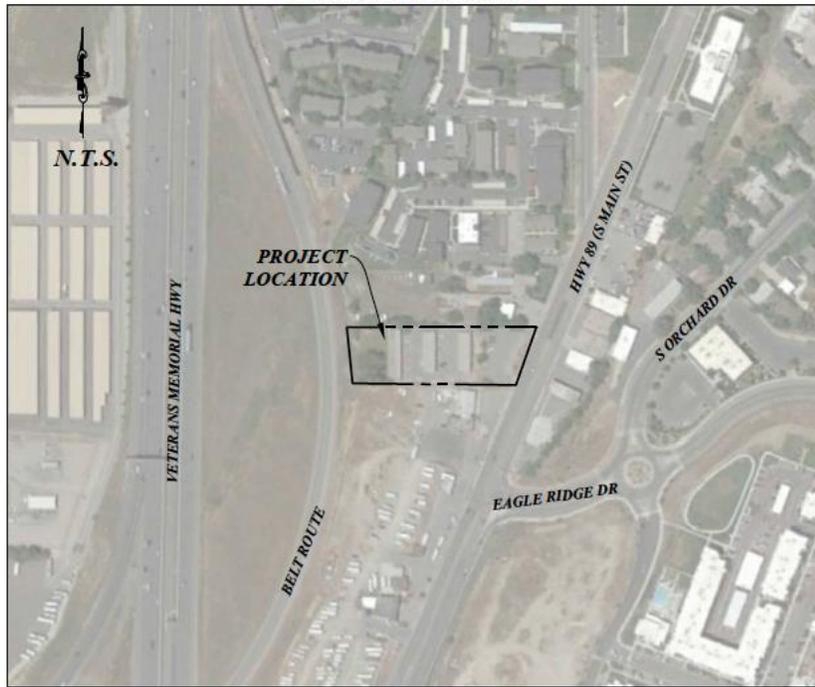
CITY EDGE APARTMENTS

200 SOUTH HIGHWAY 89

PARCEL # 01-104-0096

**LOCATED IN THE NE 1/4 OF SECTION 11, T.1N., R.1W., S.L.B.&M.
NORTH SALT LAKE, DAVIS COUNTY, UTAH**

VICINITY MAP



RDA Participation request for City's Edge property

The address of the subject property:

200 S Highway 89, NSL, UT 84054

The proposed request is to allow the future development of the above-mentioned project at 200 S Highway 89, NSL, to allow proper compliance with the city's affordable housing criteria. The proposal is a request to decrease the cost of dropping and burying an existing power line along highway 89 directly in front of the mentioned project. The property is in the Official Project Area Plan adopted for the Highway 89 Community Development Area (CDA).

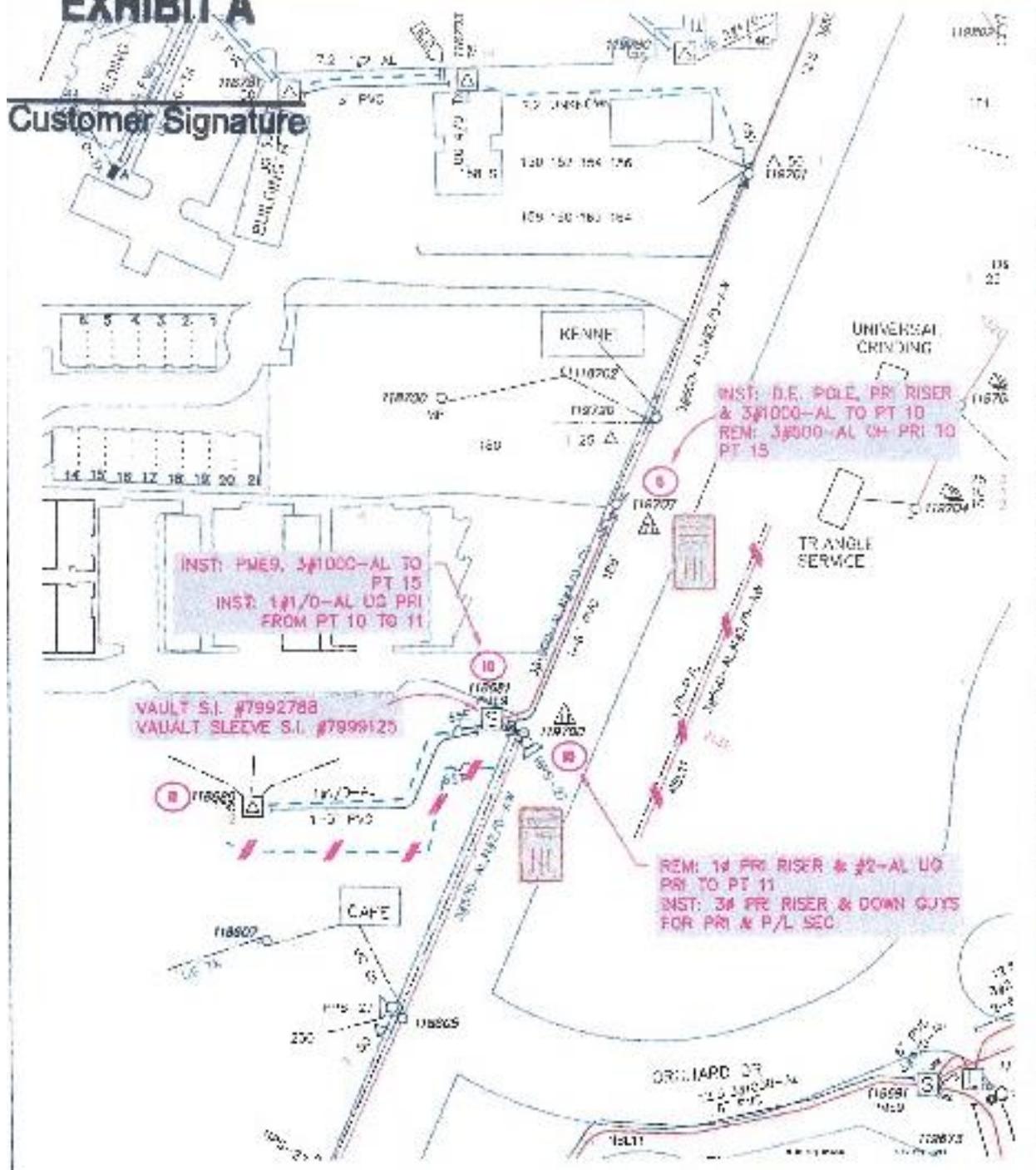
- The preliminary estimate from Rocky Mountain Power to drop and bury the power line is estimated to cost \$60,102 + 17,500 in excavation and trenching. (See Exhibit A and B)
- Our request is for the RDA to assist by paying \$60,102.00 that would allow us to keep the overall cost of the project in compliance with the city's affordable housing criteria.

As a result, our application and proposal will utilize the following items:

The proposed 15-plex adjacent to Highway 89 is 15 one-bedroom residences to help with the affordable housing in the North Salt Lake area. The cost of this building and site work including the re-structuring of the site has an estimated cost of \$2,417,441. (Exhibit C)

EXHIBIT A

Customer Signature



Project		Exp. #	Job Start Date	 A GEORGIA ELECTRIC COMPANY
OC#	WO# / RSO#	Max. Bidding	Job Comp. Date	
006587107		11201001.0		1 of 1
Customer: Knowlton Genera Address: 200 S Highway 89 New, Salt Lake		Client	Fuel Jobs <input type="checkbox"/> Full <input type="checkbox"/> Forced <input type="checkbox"/>	Date: 11/13/15 Scale: 1"=100'

(Exhibit A Cont.)

(Rev 2018)

Dustin Rudd
Work Order #: 6387107
Cust. Acct. #: 04820649 056

CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated November 13, 2018 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and KNOWLTON GENERAL, ("Customer"), for work to be performed by Company for Customer at or near 200 S Highway 89, North Salt Lake in Salt Lake County, State of Utah.

Description:

Overhead to Underground Conversion

The Customer will provide all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Agreement that are no longer useful to Company.

Customer also agrees to:

- a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company.
- b) Install and maintain property lines and survey stakes; and,
- c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities.
- d) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

Third-Party Relocation Costs: This work does not include any third-party relocation costs. Customer shall be solely responsible for obtaining cost estimates from any third-parties attached to the existing facilities, and Customer shall be solely responsible for making all necessary arrangements to transfer third party facilities to the replacement facilities, or any alternative arrangements to accommodate all such third-parties.

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. Customer has previously paid for design, permitting or other work in the amount of \$0.00. The total advance for this work is \$80,102.00, with a balance due of **\$80,102.00**. Estimated cost is valid for 90 days from the Agreement Date.

Requested Date of Service: January, 2019

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

Knowlton General
Randy Beyer
70 N Main St , STE 106
Bountiful, UT 84010
Phone (801) 560-8818
Cellular ()
Fax ()

Rocky Mountain Power
Dustin Rudd (Estimator)
1569 W North Temple
Salt Lake City, UT 84116
Phone (801) 220-7233
Cellular ()
Fax ()

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

KNOWLTON GENERAL

ROCKY MOUNTAIN POWER

By _____
Signature

By _____
Signature

Title _____

Title Manager _____

Print Name of Company Official

Brady Allen
Print Name of Company Manager/Owner

Date

Date

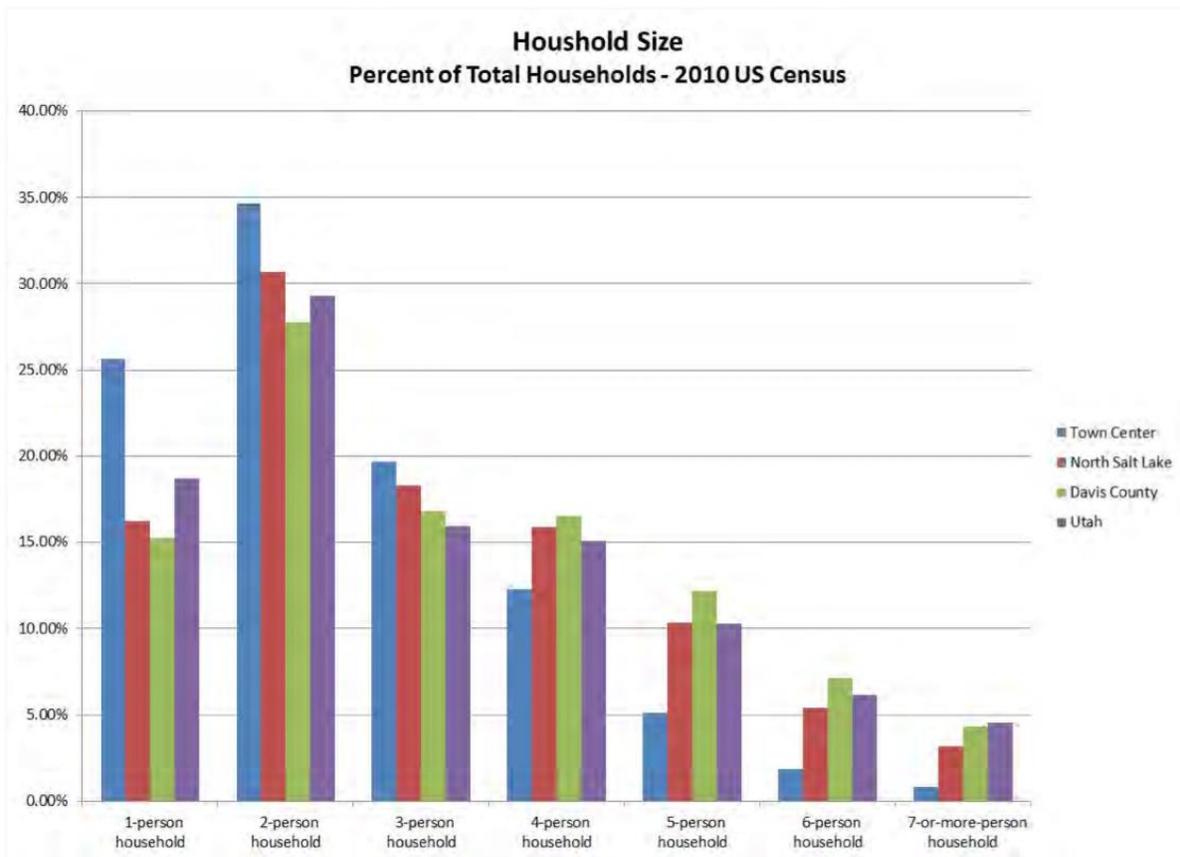
Exhibit B

KNOWLTON GENERAL CITY'S EDGE SOUTH APARTMENTS
 FULL DEVELOPMENT December, 2018

DESCRIPTION	AMOUNT	UNIT	UNIT PRICE	SUBTOTAL
PROPERTY PURCHASE PRICE		L.S.		\$0.00
GENERAL CONDITIONS	11	MONTH	1100.00	\$12,100.00
TREE , ASPHALT REMOVAL	1	L.S.	22000.00	\$22,000.00
DEMOLITION	1	L.S.	25000.00	\$25,000.00
PARKING CANOPY	36	EA.	1950.00	\$70,200.00
PERMITS	27	EA.	2100.00	\$56,700.00
SEWER IMPACT	27	EA.	2250.00	\$60,750.00
STORM DRAIN FEE	6	EA.	850.00	\$5,100.00
IMPACTS, water (2-1" meters per)	5	EA.	6500.00	\$32,500.00
IMPACTS, parks,roads,fire,police	27	EA.	4099.00	\$110,673.00
ENGR. & STAKING	1	ALLOW	22000.00	\$22,000.00
DESIGN, Arch. And Struct.	1	ALLOW	84000.00	\$84,000.00
METERS AND CONN. FEES	27	EA.	2100.00	\$56,700.00
IRRIGATION PIPING	80	L.F.	28.00	\$2,240.00
SEWER MAIN	300	L.F.	28.00	\$8,400.00
MANHOLES	1	EA.	3800.00	\$3,800.00
SEWER STUBS	4	EA	2300.00	\$9,200.00
WATER MAIN	440	L.F.	60.85	\$26,774.00
FIRE HYDRANT	1	L.S.	7417.00	\$7,417.00
WATER STUBS, BYPASS BASE	5	EA.	5708.00	\$28,540.00
STORM DRAIN	340	ALLOW	32.00	\$10,880.00
CATCH BASINS	8	ALLOW	2700.00	\$21,600.00
STORM DETENTION	1	ALLOW	35000.00	\$35,000.00
SITE GRADE, CLEAR &GRUB	1.3	ACRES	3100	\$4,030.00
EXPORT/IMPORT FILL	1.3	ALLOW	11000	\$14,300.00
ASPHALT PAVING	26390	S.F.	2.40	\$63,336.00
WALK PATH 6'	400	L.F.	32.00	\$12,800.00
TIE IN TO CEC	1	L.S.	3000.00	\$3,000.00
CURB AND GUTTER	1360	L.F.	19.00	\$25,840.00
SIDEWALK/PLAZA/DRIVEWAY	9622	L.F.	5.75	\$55,326.50
Concrete prep/roadbase	9622	L.F.	5.00	\$48,110.00
APPROACH, FRONTAGE	160	L.F.	26.00	\$4,160.00
RETAINING, MISC	1500	S.F.	8.00	\$12,000.00
CLEAR SITE, silt fence,SWPP	1.3	ACRES	6000.00	\$7,800.00
UTILITY SLEEVES/IMPACTS	1	L.S.	45000.00	\$45,000.00
BURY POWER LINE AT FRONTAGE	1	ALLOW	74000.00	\$74,000.00
LANDSCAPE	6508	S.F.	6.50	\$42,302.00
DUMPSTER ENCL.	1	L.S.	4800.00	\$4,800.00
FENCING	950	ALLOW	40.00	\$38,000.00
CONTINGENCY	27	UNITS	3000.00	\$81,000.00
AMENITIES,mail/blinds	27	ea	1900	\$51,300.00
DEVELOPMENT/ENTITLEMENT	1	L.S.	94000.00	\$94,000.00

		TOTAL	\$1,392,678.50
subtotal less amenities and contingency	1260379	MANAGEMENT	\$97,487.50
		TOTAL	\$1,490,166.00

Figure 3: Household Size



If the power line is *not* dropped and buried underground the 15-unit building cannot currently be built due to the overhead power line set-backs. The assistance from the RDA would allow the 15-unit building to be built and allow the owner to keep rental rates in the favorable price point of affordable housing. The cost to do the desired infrastructure that is in line with the City requirements increases the overall cost of the building making it difficult to keep rents in the desired price point to comply with the city’s vision for this area. There are several rental units in NSL in this area, however few hit the criteria we are seeking to accommodate for a 1 or 2-person household (Figure 3).

The General Plan of the City of North Salt Lake encourages the below:

“Good potential for high-capacity Bus Rapid Transit (BRT) along the Highway 89 corridor, linking the Town Center with Salt Lake City and various Davis County destinations.”

The development is directly on the transit path to SLC providing residents the ability to use public transit to get to and from school and work.

“The conversion of Highway 89 into a pedestrian-friendly corridor that is unified with the rest of the Town Center;”

“The transformation of Hatch Park into a community gathering place;”

“The expansion of multi-family development options around Hatch Park.” (Map 4)

MAP 4 – LAND USE CONCEPT



The developer is trying to comply with the City vision to have a desired set-back off Highway 89 as well as a wider sidewalk along Highway 89 that connects to a trail system to the West of the property connecting to Hatch Park.

“The creation of a distinct and positive identity for the Town Center;”



North Salt Lake Town Center-Highway 89 Vision

Below - Developers rendering for the proposed 15-unit (1-bedroom) building.



The city has expressed interest in providing new housing stock. The general plan says that one of the Town Center Goals is to, ***“Expand Multi-family development options around Hatch Park.”*** *Our proposal would help support that objective while meeting regional expectations for quality residential development.*

We are committed to help provide affordable housing. We recently renovated two of the existing buildings at this location (rather than starting with brand new more costly units and rental rates) to help with the growing concern on affordability. North Salt Lake City and their staff have been catalysts towards the goal of affordability with us.

We appreciate your consideration and hope you will be part of our solution.

Sincerely,

Randy Beyer



REDEVELOPMENT AGENCY OF THE CITY OF NORTH SALT LAKE

RESOLUTION NO. RDA-2019-01R

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF NORTH SALT LAKE AUTHORIZING THE EXECUTIVE DIRECTOR, OR HIS DESIGNEE, TO DISTRIBUTE REDEVELOPMENT AGENCY FUNDS TO KNOWLTON GENERAL FOR THE BURIAL OF POWER LINES AT CITY'S EDGE APARTMENTS LOCATED AT APPROXIMATELY 200 SOUTH HIGHWAY 89 IN EXCHANGE FOR A COMMITMENT THAT 35% OF THE HOUSING UNITS IN THE CITY'S EDGE APARTMENT DEVELOPMENT WILL BE AFFORDABLE HOUSING UNITS AS DESCRIBED IN THIS RESOLUTION.

WHEREAS the Redevelopment Agency of the City of North Salt Lake (the "Agency") has funding set aside in the Redevelopment Agency Fund for affordable housing projects; and

WHEREAS the Agency staff has identified City's Edge Apartments as an eligible affordable housing project; and

WHEREAS the Agency Board finds that it is in the public interest to support affordable housing by participating in infrastructure costs.

THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF NORTH SALT LAKE AS FOLLOWS:

1. Distribution of Funds. The Executive Director, or his designee, is hereby instructed and authorized to distribute funds to Knowlton General for the burial of power lines in support of their affordable housing project at approximately 200 South Highway 89 in an amount not to exceed \$60,102.00.
2. Housing Requirement. The Executive Director, or his designee, is hereby further instructed to put into place a compliance process that requires that 35% of the housing units in the City's Edge Apartment development will be offered at rental rates consistent with affordable housing standards defined by income rates not more than 50-80% of the Area Median Income (AMI). Further, such a process shall require annual review and a commitment that failure to comply will result in the funds being returned by the development owner returning the funds to the City.
3. Effective Date. This resolution takes effect immediately upon adoption.

THIS RESOLUTION IS ADOPTED AND APPROVED this 21st day of May, 2019.

REDEVELOPMENT AGENCY OF THE CITY OF NORTH SALT LAKE

Chair

Attest:

Secretary

REDEVELOPMENT AGENCY OF THE CITY OF NORTH SALT LAKE

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