



# CITY OF NORTH SALT LAKE

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## CITY COUNCIL MEETING NOTICE & AGENDA September 3, 2019

Posted August 29, 2019

Notice is given that the North Salt Lake City Council will hold a regular meeting on **SEPTEMBER 3, 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. Overview of Proposed Revisions to the City's Community Forestry Ordinance
2. Approve City Council Minutes – August 20, 2019
3. Action Items
4. City Council Reports
5. Mayor's Report
6. Adjourn

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

1. Introduction by Mayor Len Arave
2. Invocation and Pledge of Allegiance ~ Council Member Lisa Baskin
3. Citizen Comment
4. Swearing in of Police Officer Braden Curtis
5. Introduction of new employees
6. Consideration of **Ordinance 2019-07**: An ordinance rezoning property located at 256 South Highway 89 Lane from Highway Commercial (CH) to P-District and approving **Resolution 2019-35R** entering into a development agreement (**2019-31A**) for Williamsburg Luxury Apartments, Pendleton Construction, applicant
7. Consideration of a Site Plan for Williamsburg Luxury Apartments at 256 South Highway 89, Pendleton Construction, applicant
8. Consideration of a proposed plat amendment to the North Wood Business Center, affecting Lots 17, 18, and 19 located at 31 North Cutler Drive, CIR Engineering, applicant
9. Consideration of a General Development Plan for NSL Business District located at approximately 1005 West Center Street, Kimball Investment Company, applicant
10. Consideration of **Ordinance 2019-10**: An ordinance rezoning property located at 646 North Orchard Drive from Commercial Shopping (CS) to P-District and approving **Resolution 2019-34R** entering into a Development Agreement **2019-43A** for The Winnie, Ph. 2, CW Land, applicant
11. Consideration of final plat approval for The Winnie, Ph. 2 at 646 North Orchard Drive, CW Land, applicant
12. Consideration of **Resolution 2019-33R**: A resolution entering into a new Statewide Utility License Agreement **2019-41A** with Utah Department of Transportation (UDOT)

13. Awarding of bid for chip seal on 1100 North
14. City Attorney Report
15. City Manager Report
16. Adjourn

**CLOSED SESSION**

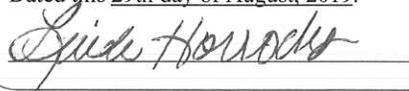
1. Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character professional competence, or physical or mental health of an individual; to discuss collective bargaining; or to discuss the purchase, exchange, sale, or lease of real property.  
*Utah Code 52-4-205*
2. Adjourn into Local Building Authority meeting (see separate agenda)

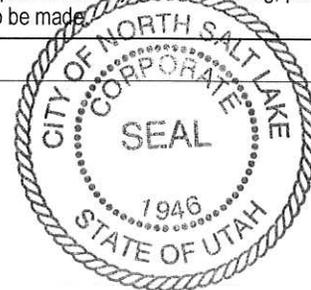
The public is invited to attend all City Council meetings. If you need special accommodations to participate in the City Council meeting, please call the City office at 801-335-8709. Please provide at least 24 hours' notice for adequate arrangements to be made.

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 29th day of August, 2019.

Dated this 29th day of August, 2019.





1 CITY OF NORTH SALT LAKE  
2 CITY COUNCIL MEETING-WORK SESSION  
3 AUGUST 20, 2019

4  
5 **DRAFT**  
6

7 **Mayor Pro Tem Mumford called the meeting to order at 6:03 p.m.**  
8

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

15 EXCUSED: Mayor Len Arave  
16

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

22 1. CITY MANAGER'S REPORT  
23

24 Ken Leetham reported on several of the projects staff was working on including public education  
25 through the use of tri-fold pamphlets and mailings, improved bi-monthly use of the newsletter,  
26 and improvements to the notification process. He explained that the potential public education  
27 topics could include erosion control, flooding prevention, property maintenance, land use issues,  
28 information on City trails and parks, City budget and taxation, emergency preparedness, and  
29 public safety/crime prevention. Mr. Leetham also mentioned the potential for a City app as well.  
30

31 Mayor Pro Tem Mumford asked if there was a new resident packet and how the City knew about  
32 those who had recently moved into the City. Linda Horrocks replied that there was a new  
33 resident packet in the process of being updated. She also said the City was made aware of new  
34 residents when they signed up for utility services.  
35

36 Ken Leetham commented that the City could give the new resident information to apartment  
37 managers to share with new tenants.  
38

39 Mayor Pro Tem Mumford suggested that a digital pdf of the new resident packet be posted on  
40 the City's website and other social media outlets.  
41

42 Ken Leetham then shared a public education success story related to the Eagleridge Drive  
43 resurfacing project. He said this project required road closures so staff provided outreach to the

44 public through door hangers, letters and social media to help minimize the impact on those  
45 residents. He also spoke on a similar project on Orchard Drive and said staff held an open house,  
46 met with property owners and considered all those who would be impacted by the project  
47 including residents, schools, adjacent cities, etc.

48  
49 Ken Leetham then reported on risk management training. He said this included a revised  
50 personnel policies and procedures manual with a focus on constitutional First Amendment  
51 claims, hostile work environment claims, sexual harassment, better and more accurate  
52 procedures for performance evaluation, disciplinary procedures and employee standards, as well  
53 as accurate definitions of the types of workers and types of leave and policies related to leave use  
54 and accrual. Mr. Leetham said that the second part of risk management was the training of all  
55 personnel in Public Works and the Police Departments including OSHA safety, equipment  
56 training, licensing, and detailed officer training. He said the City was a great starting place for  
57 officers beginning their career due to good managers and training.

58  
59 Council Member Baskin asked for more detail on why the City's police department was a good  
60 place to start. Chief Black replied that the City offered opportunity, a variety of cases,  
61 community service, and allowed for officers to stay busy while allowing them to also be  
62 proactive.

63  
64 Assistant Chief Johnson commented that the City also had a good reputation as a good place to  
65 work and raise a family.

66  
67 Ken Leetham then spoke on the third item related to risk management training and said staff was  
68 compiling a report related to consistent job descriptions and compensation analyses that could be  
69 presented at a later date.

70  
71 Ken Leetham reported on future projects including the use of Municast software to build a  
72 financial model which would allow for three, five, and ten-year financial projections for the  
73 general fund, capital projects such as roads and parks, and the water fund. He said the projections  
74 would tell staff what adjustments and corrections should be made right now in advances of  
75 changes. This modeling should assist the staff and Council in viewing "what if" scenarios such  
76 as downturns in revenues, increases in taxes and fees, etc. Mr. Leetham said some analysis  
77 would need to be performed regarding the potential west side annexation. Staff has completed a  
78 preliminary model of the water system and would work in conjunction with Weber Basin to  
79 complete the review and analysis. He said other analyses needed to be performed including  
80 impact fee and a financial review of off-site improvements such as the water and sewer lines and  
81 improvements to the road system.

82  
83 Ken Leetham spoke on management and leadership training, which would include mentoring of  
84 middle managers with increased training in legal obligations of employers to employees,  
85 improved performance and training evaluations, and the correct procedures in case of significant

86 issues related to accidents, human resources, poor performance and discipline, coaching,  
87 debriefing, inclusion, and goal setting. He said that the focus on coaching, inclusion and  
88 communication were important as they contributed to the culture and helped to establish good  
89 standards especially at the beginning of employment. Mr. Leetham said the second focus was to  
90 look for opportunities by thinking about career paths, skills sets, and helping employees to grow  
91 into more responsibilities and skills. He said that a recent retirement allowed for the opportunity  
92 to make some changes. The full-time position would be filled through the promotion of a utility  
93 billing clerk to a part time accounts payable position, a new part-time utility clerk, a part-time  
94 receptionist, and potentially one more part-time position. Public Works also had several new  
95 positions and allowed for the opportunity to promote one current employee. These new  
96 employees would be introduced at a future City Council meeting.

97  
98 Ken Leetham reported on the future and how the City would get to where they wanted to go  
99 through identifying issues and proposing solutions such as potential code changes, property  
100 disturbance issues, and discussing problems and finding solutions with the help of the Planning  
101 Commission and City Council. He gave the example of the recent moratorium as one way the  
102 City Council could address issues or problems. Mr. Leetham talked about policy creation and  
103 gave examples of items that needed to be addressed including insurance flooding claims,  
104 replacement of water services damaged by City water projects, water lines and other equipment  
105 beyond the meter, and the use of the RDA housing fund. He spoke on insurance flood claims and  
106 gave the example of the flooding of a resident's basement adjacent to the golf course. He said  
107 that the insurance settlement did not completely replace what was damaged and suggested that  
108 the Council review this policy going forward.

109  
110 Mayor Pro Tem Mumford questioned if the City had run into any issues with old pipes that  
111 affected the water quality. He asked how the City could address this before it became an issue.  
112 Ken Leetham replied that this issue could be addressed through public education.

113  
114 Mayor Pro Tem Mumford then asked what areas might be an issue in regards to old pipes and  
115 potentially affected water. David Frandsen replied that the City did not test the water in  
116 residences as it was not indicative of the overall water system. He said most of the complaints  
117 about water quality were usually an internal home issue such as water heaters or galvanized  
118 pipes.

119  
120 Ken Leetham then concluded his report by saying that revisions were needed to complete the  
121 Tunnel Springs Park buildout, the Hatch Park expansion, and other recreation needs. He also  
122 suggested an overhaul of the current parks and recreation master plan with public input.

123  
124 2. ADJOURN

125  
126 Mayor Pro Tem Mumford adjourned the meeting at 6:56 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE  
CITY COUNCIL MEETING-REGULAR SESSION  
AUGUST 20, 2019

**DRAFT**

**Mayor Pro Tem Mumford called the meeting to order at 7:08 p.m. Council Member Brian Horrocks offered the invocation and led those present in the Pledge of Allegiance.**

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

EXCUSED: Mayor Len Arave

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

OTHERS PRESENT: Dee Lalliss, Barry Bryson, B. Scott Allen, Manuel Delgado, Carly Martin, Natalie Gordon, Damon Cross, residents.

Ken Leetham asked to address the Council to recognize several employees on the Local Organizing Committee of the Tour of Utah who had helped to successfully coordinate the City ancillary events and responsibilities during the race. He said Linda Horrocks, who was in charge of communications and coordinating events, vendors, performers and hospitality items, had gone above and beyond in her role. Mr. Leetham then said Assistant Police Chief Troy Johnson was the head of public safety and worked with the highway patrol to manage over 45 volunteers, 34 road closures, and the overall traffic flow, road closures and safety for the event.

Chief Black then awarded Troy Johnson with a formal commendation for his great service on behalf of the police department. He praised Assistant Chief Johnson's capable leadership skills.

Ken Leetham also recognized David Frandsen as a critical component of the City's Local Organizing Committee (LOC). He said David did a phenomenal job organizing and coordinating this event with details and logistics.

Ken Leetham thanked Brent Moyes for his help with events at the golf course and other staff that provided support with the Tour. He said that the City was well represented and displayed the

169 City in the best possible light. He was very proud of the City during this wonderful event and  
170 heard nothing but great feedback from the Tour of Utah committee.

171  
172 Council Member Porter commented that the best compliment he heard, regarding the Tour of  
173 Utah, was from one of his customers who had received an email from a friend in Switzerland  
174 who watched the Tour of Utah live and said that City was a beautiful place.

175  
176 Council Member Baskin commented on how quickly staff worked to clean up after the event.  
177 She also commented on an incident where a pedestrian tried to cross the race path and the  
178 efficiency of the police department in detaining the individual.

179  
180 Mayor Pro Tem Mumford expressed regret in missing the event and said it was an honor for the  
181 City to host the Tour of Utah.

182

183 1. CITIZEN COMMENT

184

185 Barry Bryson, 349 Odell Lane, congratulated the City for the great primary election. He  
186 recognized Sherrie Llewelyn as Deputy City Recorder for her efforts and said the election was  
187 very well run. Mr. Bryson commented on the Orchard Grove final plat agenda item and said he  
188 had not seen anything regarding the protection of his solar panels from this development. He also  
189 went on the record to request a no parking rule be kept on the north side of Odell Lane.

190

191 2. 2019 MUNICIPAL PRIMARY ELECTION CANVASS

192

193 Sherrie Llewelyn reported on the 2019 municipal election of August 13<sup>th</sup>, 2019. She said two  
194 candidates were eliminated including Gary Widders and Barry Bryson. Those continuing to the  
195 November election were Natalie Gordon, Brian Horrocks, Stan Porter, Manuel Delgado, James  
196 Hood, and B. Scott Allen.

197

198 Mayor Pro Tem Mumford asked if there was a report showing the provisional and absentee  
199 ballots. Sherrie Llewelyn replied that she had sent an email to the Council with the number of  
200 votes but the precinct information would not be available from the County until August 28<sup>th</sup>.

201

202 **Council Member Baskin moved to accept the 2019 Primary Municipal Election Canvass as**  
203 **reported. Council Member Mumford seconded the motion. The motion was approved by**  
204 **Council Members Horrocks, Porter, Mumford, Hood and Baskin.**

205

206 3. CONSIDERATION OF A FINAL PLAT FOR ORCHARD GROVE PUD AT 378 EAST  
207 ODELL LANE, BRIGHTON DEVELOPMENT UTAH, APPLICANT

208

209 Sherrie Llewelyn reported that the Planning Commission reviewed the final plat and  
210 recommended approval on July 23, 2019 with several conditions that have since been completed.

211 Mrs. Llewelyn said that she had completed research on the solar panel concern express by Barry  
212 Bryson and would send the information to him. She did not feel that shadows cast by the  
213 proposed development would impact his solar panels.

214 Council Member Horrocks asked if it was true that nothing could be done if a neighbor planted a  
215 tree that affected an adjacent neighbor's solar panels. Sherrie Llewelyn replied that she was  
216 unfamiliar with the law and had only analyzed if there was an impact of the proposed townhomes  
217 on Mr. Bryson's solar array.

218  
219 Council Member Porter commented that he had reviewed the laws regarding trees and said that  
220 State law did not really have any tree ordinances.

221  
222 Council Member Baskin stated that she had worked with staff per a grant to complete a City tree  
223 ordinance that would be completed soon.

224  
225 Council Member Hood clarified that this approval of the final plat was an administrative action.

226  
227 **Council Member Porter moved to approve the final plat for Orchard Grove PUD located at**  
228 **378 East Odell Lane with no conditions.**

229  
230 Council Member Baskin asked if the three conditions recommended by the Planning  
231 Commission in the staff report had been met. Sherrie Llewelyn replied that all of the conditions  
232 had been met.

233  
234 **Council Member Horrocks seconded the motion. The motion was approved by Council**  
235 **Members Horrocks, Porter, Mumford, Hood and Baskin.**

236  
237 4. CONSIDERATION OF RESOLUTION 2019-31R: A RESOLUTION AMENDING  
238 THE CONSOLIDATED FEE SCHEDULE TO ESTABLISH CIVIL PENALTIES FOR  
239 CODE VIOLATION

240  
241 Sherrie Llewelyn reported that the City recently adopted a new civil process for code violations,  
242 Title 12 Administrative Code Enforcement, rather than prosecuting violations through the  
243 criminal system. One of the requirements of Title 12 required that the City Council establish the  
244 maximum penalties that may be imposed by the Administrative Law Judge when a notice of  
245 compliance was sent. She said the number one motivation of code enforcement was compliance  
246 and not to generate funds for the City. All fines would be imposed as a last resort and only upon  
247 the order of the Administrative Law Judge. The proposal was that no fine could be imposed if the  
248 property was brought into compliance within the initial ten day violation notice. If the property  
249 was not brought into compliance, or had been granted an extension compliance date by the code  
250 enforcement official, fines could be assessed by the Judge at a rate of \$100 per day beginning on  
251 day 11 of the notice of violation. The Judge may further reduce the fines, between a 25 to 75%  
252 reduction, for timely compliance after an order was entered. She explained that the hearing

253 before the Administrative Law Judge only occurred when all other attempts at compliance had  
254 failed.

255  
256 Sherrie Llewelyn also said the proposed fee schedule had been prepared after obtaining fine  
257 information from multiple cities. She said that the nearby cities of Bountiful, Layton, and  
258 Centerville processed violations through a criminal process with fines ranging from \$1,000 to  
259 \$5,000. Farmington, Clearfield, West Jordan and Salt Lake cities all charged approximately \$100  
260 per day.

261  
262 **Council Member Baskin moved that the City Council approve Resolution 2019-32R**  
263 **amending the Comprehensive Fee Schedule for the City of North Salt Lake. Council**  
264 **Member Porter seconded the motion. The motion was approved by Council Members**  
265 **Horrocks, Porter, Mumford, Hood and Baskin.**

266  
267 5. CONSIDERATION OF APPROVAL OF A CONTRACT WITH FIRST SERVICE  
268 MECHANICAL FOR HVAC SYSTEM REPAIRS AT THE CITY OFFICE BUILDING

269  
270 Ken Leetham reported that there had been difficulty regulating the temperatures in the City  
271 office building for many years and had tried several scenarios to fix the problem with little  
272 success. Mr. Leetham said he had since signed a maintenance agreement with Thad Torres of  
273 First Service Mechanical (FSM) to maintain and service the building systems and also authorized  
274 service calls and minor repairs and upgrades in an effort to get the system to function properly.  
275 Unfortunately, the boilers continued to shut off too quickly and the building continued to be  
276 either too cold or hot. He said that the malfunction made for a difficult workplace, particularly in  
277 the police department.

278  
279 Mr. Leetham said that several weeks ago he asked FSM to provide a comprehensive analysis of  
280 what was needed to determine the problem with the HVAC system. Thad Torres went through a  
281 process of analysis that included the control and boiler manufacturers reviewing the building  
282 plans and inspecting various parts of the system. This analysis showed that the boilers were  
283 oversized for the building and a series of valves and sensors have begun to fail. The proposed  
284 solution includes eight tasks such as the installation of automated valves, sensors, bypass  
285 equipment, and pipes that would manage the pressures properly within the system.

286  
287 Ken Leetham said that while normally staff would obtain three bids for the work that he  
288 recommended considering this as a sole source contract since FSM completed an extensive  
289 forensic analysis on the deficiencies of the system and put together a comprehensive plan for  
290 repair that took several months to complete. He also said that Council Member Horrocks  
291 recommended FSM as he used them for building management services in his profession.

292  
293 Ken Leetham said that there was an estimated one-time rebate of \$5,300 for replacing some of  
294 the systems as well as a savings of \$6,000 a year in utility bills.

295  
296 Council Member Horrocks said that he managed 100 year old buildings and brand new buildings  
297 and that there could still be issues in brand new buildings. He said that American National  
298 Standards recommendations for HVAC were from the 1950s and needed to be updated. Council  
299 Member Horrocks said he had a lot of respect for the work Thad Torres had done for him over  
300 the years.

301  
302 Ken Leetham also said that the bid award amount was not to exceed the agreed upon price and  
303 that the variability was in the labor.

304  
305 Council Member Horrocks asked if he needed to recuse himself as he had a professional  
306 relationship with Thad Torres of FSM. David Church replied that unless Council Member  
307 Horrocks had something to gain personally that it was not an issue.

308  
309 Council Member Baskin asked for further clarification on why the repair work would not go out  
310 for bid. Ken Leetham replied that the analysis performed by FSM could be put into a request for  
311 proposal (RFP) but felt that the time it would take for other firms to analyze the system would  
312 take too long and be difficult to evaluate.

313  
314 David Church explained that the City could put out an RFP but would have to keep FSM's  
315 proposal private. Other firms would have to evaluate and then make a proposal but the main  
316 issue was the time this would take. He said that the City could proceed without an RFP as FSM's  
317 proposal was a professional services contract.

318  
319 Council Member Hood asked how long the proposed services by FSM would take. Ken Leetham  
320 replied that it could take up to ten weeks for the work to be completed.

321  
322 **Council Member Baskin moved that the City Council approve an expenditure not to exceed**  
323 **\$256,221 to First Service Mechanical for the repair of the HVAC system at City Hall as**  
324 **described in the proposal. She further moved that City staff is hereby instructed to prepare**  
325 **a budget amendment for the fiscal year 2019-2020 for this expenditure. Council Member**  
326 **Hood seconded the motion. The motion was approved by Council Members Horrocks,**  
327 **Porter, Mumford, Hood and Baskin.**

328  
329 6. CONSIDERATION OF A BID AWARD FOR DEER HOLLOW UPPER BASIN  
330 IMPROVEMENTS

331  
332 Paul Ottoson reported on the Deer Hollow Park upper detention basin swale improvements. He  
333 said this project would include the removal of sediment and vegetation. Public Works removed  
334 phragmites and weeds to determine how much sediment would need to be removed. Concrete  
335 swales would also be added to handle low flow water. Currently the silt plugs the actual drain

336 and the standing water breeds mosquitos. After the work was completed staff would be able to  
337 better maintain the area.

338  
339 Staff received six bids with Strong Solutions as the low bidder at \$80,599. The original budget  
340 for the project was \$60,000 so a future budget adjustment would be necessary.

341  
342 Council Member Hood asked if the City waited to go out for bid during the winter if the price  
343 reduction would be worth it. Paul Ottoson replied that he was unsure if the price would improve  
344 if staff waited and expressed concern that the cost could even increase.

345  
346 Mayor Pro Tem Mumford asked what type of routine maintenance would be needed going  
347 forward. Paul Ottoson replied that the City would need to continuously remove the silt from the  
348 concrete channels to avoid a marsh in the area. He said this removal could occur several times a  
349 year.

350  
351 Mayor Pro Tem Mumford said that beyond the phragmites and mosquitos that detention basins  
352 were meant to retain water and asked if there was another long term recommendation. Paul  
353 Ottoson replied that staff had many discussions and felt this was the best solution going forward.

354  
355 **Council Member Horrocks moved that the City Council award the Deer Hollow Park**  
356 **upper detention swale improvement project to Strong Solutions for the price of \$80,599.**  
357 **Council Member Porter seconded the motion. The motion was approved by Council**  
358 **Members Horrocks, Porter, Mumford, Hood and Baskin.**

359  
360 7. CITY ATTORNEY'S REPORT

361  
362 David Church had nothing to report.

363  
364 8. CITY MANAGER'S REPORT

365  
366 Ken Leetham reported that staff would hold a public meeting at 7 p.m. on August 28<sup>th</sup> at the  
367 Deer Hollow Park water pump station to answer questions about the proposed reconstruction. He  
368 also said that the first golf course advisory meeting would be held September 6<sup>th</sup>.

369  
370 9. APPROVE CITY COUNCIL MINUTES

371  
372 The City Council minutes of February 5, 2019 were reviewed and approved.

373  
374 **Council Member Horrocks moved to approve the City Council meeting minutes of August**  
375 **6, 2019 as written. Council Member Hood seconded the motion. The motion was approved**  
376 **by Council Members Horrocks, Porter, Mumford and Hood. Council Member Baskin**  
377 **abstained from voting.**

378 10. ACTION ITEMS

379

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

381

382 11. CITY COUNCIL REPORTS

383

384 Council Member Hood reported on the Youth City Council (YCC) movie in the park. He said  
385 there were over 100 people in attendance. Kona Ice was on site and recommended that the City  
386 combine this event with another event and partner with at least three other food trucks in the  
387 future.

388

389 Mayor Pro Tem Mumford suggested that now might be the time for a better façade on the rebuild  
390 of the pump station at Deer Hollow. He said that while he usually supported saving money that  
391 he was also an advocate for beautification and that it could even be landscaping improvements  
392 instead of an upgraded facade. Ken Leetham said that any changes to the façade would need to  
393 be made soon and asked if this item should be placed on a future agenda.

394

395 Paul Ottoson said that the new building was proposed to be CMU block with an asphalt roof and  
396 a decorative door. He said that the options could be presented at the public open house.

397

398 The Council discussed upgraded landscaping and/or façade on the Deer Hollow pump station as  
399 it was in a prominent location.

400

401 Ken Leetham said that staff would look at improved façade or landscaping at the Deer Hollow  
402 Pump station and bring feedback from the public open house as well as pricing options back to  
403 the Council as a future agenda item.

404

405 Mayor Pro Tem Mumford asked about the broken zipline. David Frandsen replied that it had  
406 been repaired and functioning for several weeks. He said staff had to order the replacement part  
407 from Germany.

408

409 Council Member Porter reported that the Get to the River event would be held on September  
410 14<sup>th</sup>. He said the City would hold several events including a ribbon cutting for the new Jordan  
411 River Trail connection and canoe rides. Ken Leetham said that the Bruges Waffle truck would be  
412 offering free food to the public at the event.

413

414 Council Member Horrocks reported that there had been many great summer activities in the City  
415 including the Tour of Utah. He said that he had another conversation with the Jibsons about  
416 potentially helping fund the installation of pickleball courts. Ken Leetham said that staff would  
417 obtain pricing and bring this information back to the Council.

418

419 The City Council discussed which parks could accommodate pickleball courts based on size and  
420 parking needs.

421  
422 Council Member Horrocks said that there had been two confirmed cases of West Nile virus in  
423 Davis County.

424  
425 Council Member Baskin commented on Century Link service issues in her area including  
426 outages of nine to ten days. She said that she was told only City officials would have any  
427 influence in getting this issue resolved. Ken Leetham said he would reach out to Century Link.

428  
429 Council Member Baskin then reported on a Purge the Spurge scout project to be held August 24<sup>th</sup>  
430 at Wild Rose Park. She also said her neighborhood had pressure value issues and flooding,  
431 particularly in cul-de-sacs, and asked if the pumping system could be affected by this. David  
432 Frandsen replied that he did not think the cul-de-sac configuration would cause this problem. He  
433 explained that staff had found a rock in a new PRV vault which was holding it open and caused  
434 higher pressure in that area. If a resident had a faulty pressure control valve in their home it  
435 would not have been able to handle the increased pressure. Mr. Frandsen said that information  
436 regarding pressure control valves in residential homes would be in the next City newsletter.

437  
438 Council Member Baskin reported that she would be attending the Legislative Policy Committee  
439 meeting on Wednesday. There would also be a meeting of the Legacy Parkway Scenic Byway  
440 Committee on Thursday August 22<sup>nd</sup>. She asked when the Council and staff would discuss the  
441 landslide settlement.

442  
443 12. MAYOR'S REPORT

444  
445 Mayor Arave was excused.

446  
447 13. CONSIDERATION OF APPROVAL OF A CONTRACT WITH FIRST SERVICE  
448 MECHANICAL (CONT.)

449  
450 Thad Torres, FSM, arrived later in the meeting and reported on the contract work for the HVAC  
451 system. He said when they first received the contract that they reviewed the boiler and found that  
452 they were oversized among other problems. After analysis of the system with an engineer from  
453 the boiler company a proposal for the solution was made including a pressure regulation devices  
454 and valves as well as a reconditioning of the HVAC controls. Mr. Torres said that FSM had a  
455 service contract with the City and would monitor the service provided by the control company.  
456 He also said FSM had applied for energy credits with Rocky Mountain Power and Dominion  
457 Energy for this project.

458 Thad Torres said they would try to complete the project under budget and have it completed in  
459 mid-October.

460 Ken Leetham confirmed with Thad Torres that \$256,221 was the not to be exceeded price. Mr.  
461 Torres replied that he was planning for the project to cost less than the proposed amount.

462

463 14. ADJOURN INTO CLOSED SESSION TO DISCUSS PENDING OR REASONABLY  
464 IMMEDIATE LITIGATION; TO DISCUSS THE CHARACTER, PROFESSIONAL  
465 COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL; TO  
466 DISCUSS COLLECTIVE BARGAINING; OR TO DISCUSS THE PURCHASE,  
467 EXCHANGE, SALE, OR LEASE OF REAL PROPERTY

468

469 **At 8:38 p.m. Council Member Baskin moved to go into closed session to discuss pending**  
470 **litigation. Council Member Hood seconded the motion. The motion was approved by**  
471 **Council Members Horrocks, Porter, Mumford, Hood and Baskin.**

472

473 15. RECONVENE INTO REGULAR SESSION

474

475 **At 9:10 p.m. Council Member Hood moved to go out of closed session and into the regular**  
476 **session. Council Member Horrocks seconded the motion. The motion was approved by**  
477 **Council Members Horrocks, Porter, Mumford, Hood and Baskin.**

478

479 16. ADJOURN

480

481 Mayor Pro Tem Mumford adjourned the meeting at 9:11 p.m.

482

483

484

485

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Mayor Pro Tem

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City Recorder

### Action Items (for September 3, 2019)

Item	Staff	Description
<b>New</b>		
1	Linda	Digital PDF of new resident information packet on the website with link on social media – <i>Linda is working on new packet.</i>
2	Ken David	Staff to obtain pricing on pickle ball courts and present to Council. Reach out to residents (Jibsons) for donations/funding? <i>David presenting to Parks and Arts at their 8/27 mtg. Cost estimates will be presented to council on 9/17.</i>
3	Ken	Staff to research/contact Century Link regarding outage issues.
4	David Linda	Newsletter Item: Pressure valve information for homeowners <i>(will be in next newsletter)</i>
<b>Current</b>		
1	Linda	Presentation to City Council on upcoming 2020 census <i>(Linda has been coordinating with Nancy Weber to make a presentation at the 9/17 meeting.)</i>
2	Ken/Linda	Setup a presentation by Utah Rivers Council for a future City Council meeting. <i>This has been scheduled for October 1<sup>st</sup> (Zach Frankel, Exec. Dir.).</i>
3	Sherrie	Staff to look into the removal of the Henry Walker sign at the intersection of Highway 89 and Eagleridge. <i>Staff determining ownership and next steps.</i>
4	Paul Sherrie Ken	Staff to review what stipulations were placed on the road within the Eaglewood project (Eaglewood Village proposal with Brighton Homes) and the potential to vacate that road. <i>Staff currently researching existing regulations and contracts on this matter.</i>
5	David Ken	Staff to work with Woods Cross to improve their dog park and discuss potential for a new dog park in the area. <i>City Staff is reviewing other communities' dog parks and preparing a recommendation for the City Council.</i>
6	Ken	Review security at City Hall and Parks building. <i>Staff to meet with Mollerup Glass to look at options.</i>
7	David	Bikes coming too fast from flow trails into Wild Rose Park – need better signage to stay on trail out to parking lot. <i>Signage will be installed through an Eagle Scout project. Staff working on physical barrier at the base of the hill.</i>
8	Janice	CM Mumford asked for cost of the youth soccer program <i>(Staff to provide summary and information at the end of the fall season – October, 2019).</i>
9	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 Fire District to evaluate staffing needs and possible employee sharing</i>
10	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>
11	David, Ken	Staff to follow-up on adding trees to park strips on Fox Hollow at roundabout. <i>Ken will report.</i>
12	Linda Ken	CM Porter asked for recognition/formalization of the City's History Committee on a future agenda. <i>Staff reviewing history committees of other cities and will draft resolution.</i>
13	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>
14	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 late summer to be fully operational.)</i>
15	Ken	Staff to report back on the progress of mining on Monte Thomas parcel. <i>Ken had a phone call with David Church and Jody Burnett on this matter. More research will be required and staff will continue</i>

		<i>to work to understand the impacts of HB288, Critical Infrastructure bill (gravel and mining operations).</i>
16	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>
17	David	Council review the parks & trails brochures before printed. <i>Brochure is in use – waiting for final pictures before professional printing.</i>
18	Ken Sherrie Janice	<p><u>Items for staff to do related to proposed Kimball property development:</u></p> <ul style="list-style-type: none"> <li>a. potential for a moratorium to adopt architectural standards for the area and work with developer on type of architecture</li> <li>b. work with Ball and Kelly families on potential purchasing properties (before July) and/or cleaning up streetscapes</li> <li>c. determine value generated by CDA and potential to increase percentage and length of time?</li> <li>d. work with developer on zoning for the area including talking about potential for provisions to minimize trucking operations (?)</li> <li>e. setup Council tour of White Mountain development in Draper</li> </ul>
19	Ken	Staff to contact SDRC director for details about a possible South Davis Rec Center facility in NSL, and will perform a review of possible uses of CDA funds for property acquisition.



## CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

### MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Sherrie Llewelyn, Community Development Director  
**DATE:** September 3, 2019  
**SUBJECT:** Consideration of **ORD2019-07**, rezoning property located at 256 South Highway 89 from Highway Commercial (CH) to P-District (P) and approving **Res 2019-35R** entering into a development agreement (**2019-31A**) and site plan for Williamsburg Luxury Apartments, Pendleton Construction, applicant

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### RECOMMENDATION

The Planning Commission recommends approval to the City Council of the final rezone, development agreement, and site plan for Williamsburg Luxury Apartments located at approximately 256 South Highway 89 with the following Conditions:

1. Pedestrian access be added to the site plan at the northwest corner;
2. Provision for transit shelter/stop added to the site plan as shown;
3. Sidewalk location at northeast property line be corrected without taper;
4. Engineering redline corrections.

The Planning Commission reviewed the new architecture and also recommended the new architecture be included in the development agreement, with all previous conditions and that pedestrian access to the new door locations be added to the site plan.

Items 1-3 have been met, the only outstanding items are few redlines regarding the retaining wall designs and soils reports that will be completed with the building permits structural engineering.

### BACKGROUND

The proposed development was previously granted General Development Plan approval in February 2016 and the approval renewed on October 10, 2018. Because this application began prior to the most recent code amendment regarding P-District Zones a public hearing was required under the old P-District process and was held on June 11, 2019 by the Planning Commission.

The proposed development is located at approximately 256 South Highway 89. The property is a total of 5.91 acres, with 214 multi-family residential units in a total of 4 buildings and 10,444 sq. ft. retail space in the street level of building A. The property is currently zoned CH.

**REVIEW**

The site is currently the location of several businesses, namely Hughes RV, Chile Amor Restaurant, Blue Salon, and others. All existing structures on the property will be removed as part of the project. Chile Amor Restaurant is expected to occupy a portion of the retail space in Building A. Each building is five stories high, including the underground parking. The building design would be described as colonial style with brick, stone and stucco. The buildings have various apartment sizes with 1, 2, & 3 bedroom units as follows:

	Building A	Building B	Building C	Building D	Total
Location	Northeast	Middle	Southeast	Northwest	
1 Bedroom (668-723 sf)	21	20	20	20	81
2 Bedroom (907-1024 sf)	6	36	36	32	110
3 Bedroom (1200 sf)	3	8	8	4	23
Total Units	30	64	64	56	214
Retail Space	10,444 sf	NA	NA	NA	

<b>Parking</b>					
	Building A	Building B	Building C	Building D	Total
Underground Parking Spaces	25	50	50	45	167
Carports	6	14	15	11	47
Surface Parking	20	40	84	35	179
Total Proposed					415
<b>Code Parking Standard</b>					
Residential	Standard			Proposed	
	Covered 1/unit	214		Covered 1/unit	214
	Uncovered 1/unit	214		Uncovered 0.7/unit	127
	Guest .25/ units	54		Guest .25/unit	54
	Total	482		Total	395
Residential Parking Ratio	2.25/unit			1.85/unit	
	Retail Space 1/200 sf*0.65	34		Bldg A	20+ 20 guest
		516			415

The CH zone requires a front setback of 10 feet to encourage pedestrian orientation and walkability. The setback “can be increased through the site plan review process in order to provide for pedestrian and other street-level activities and land uses such as plazas, outdoor sitting and eating areas, open spaces and other types of human scale amenities” [NSL Code 10-24-3(D)]. A summary of the front setbacks are as follows:

Building setbacks will be per the approved site plan and development agreement. Building B will be the closest to the front property line at 10 feet and 28 feet from the curb. This is due to the additional right of way dedication for a shoulder per UDOT request and the needed easement for the new UTA bus shelter to be relocated closer to the intersection from the present location. Building C is setback 13 feet from the property line and 40 feet from the curb, as the existing right of way is wider at that location. Building A (mixed use building) has a 48 foot setback from the property line and 64 feet from the curb.

The proposed landscaping includes a total of 28% of the site. This will include an eight foot park strip with Spring Snow Crab street trees. Within the landscaped area a Clubhouse and pool are planned, along with a picnic/bbq area and sports court either volleyball or pickle ball.

The apartment buildings will be with tan brick, gray stucco and charcoal colored cast stone with a honed finish. The materials are high quality as required by the design standards within the code with equal treatment on all four sides of the structures. The design also now includes corner balconies on the end units. The design meets the minimum standards for horizontal and vertical articulation, as well as for varied parapet height.

The buildings have a total of five stories, with the lower most level being provided for covered parking and four living area floors above. The total exposed structure height from view on Highway 89 will be approximately 48 feet and from I-15 an approximate 60 feet. The maximum height in the existing CH Zone is 60' and four stories unless approved by the Planning Commission. Nearly all of the units will have metal balconies in the new design.

The Town Center Plan requires a trail/trail connection along the I-15 corridor to Hatch Park. This segment will connect to the trail segments to be constructed on the City's Edge and City's Edge Central developments to the North. Sidewalk along Highway 89 has been proposed as well as interior circulation paths.

The development will have one vehicular access at Eagleridge Drive and one emergency access. No public roads will be constructed within the property. One roundabout have been designed internally to control traffic and assist in facilitating entrance and exit to the site and parking areas, the south roundabout was removed from the plan at the request of the Fire District.

The development agreement requires building A to be constructed first and the amenities be completed prior to the occupancy of a second building.

#### **POSSIBLE MOTION (Zone Change)**

I move that the City Council approve **ORD2019-07** rezoning property located at 256 South Highway 89 from Highway Commercial (CH) to P-District (P) and approving **RES2019-35R** entering into a development agreement (**2019-31A**) for Williamsburg Luxury Apartments 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.

**POSSIBLE MOTION (Site Plan)**

I move that the City Council approve the site plan for Williamsburg Luxury Apartments located at 256 South Highway 89 with the following conditions:

Conditions:

1. Submittal of retaining wall designs and soils reports with building permits to the satisfaction of the City Engineer.

Attachments

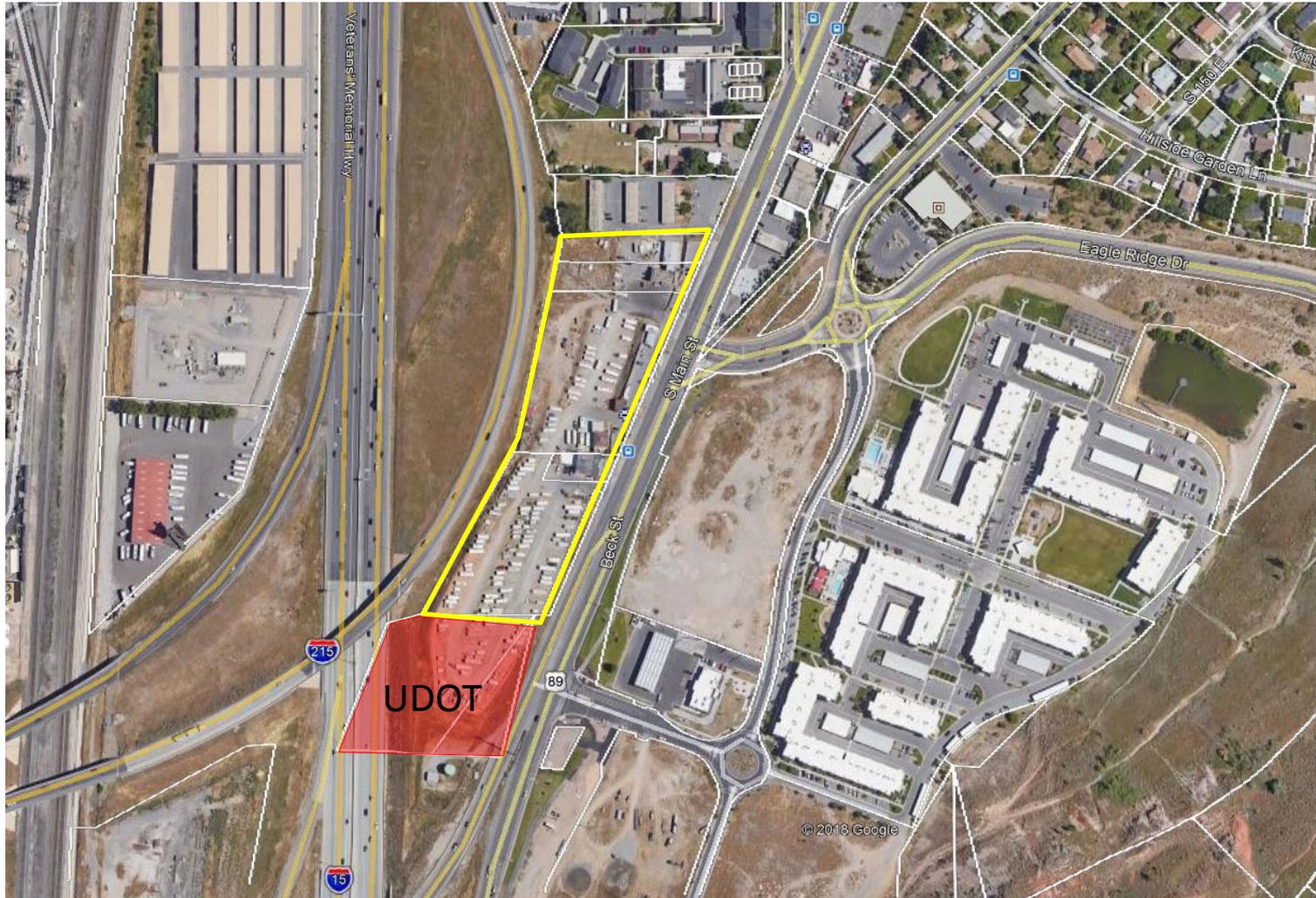
- 1) Aerial/Vicinity Map
- 2) Site plan
- 3) Landscape plans
- 4) ORD2019-07
- 5) RES2019-35R
- 6) Development Agreement (2019-31A)



# Rezone & Site Plan

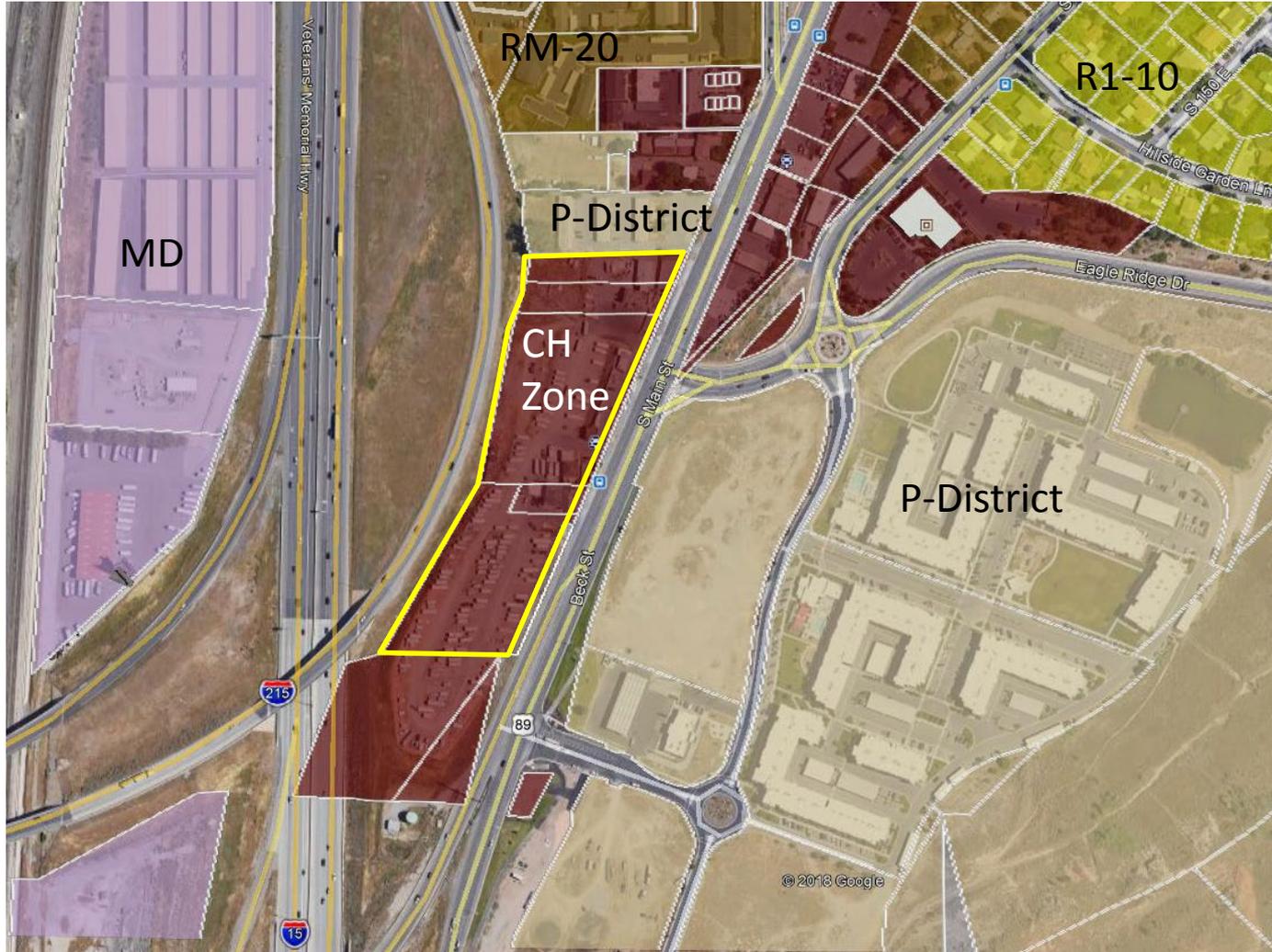
## Williamsburg Luxury Apartments– 256 South Highway 89

### Aerial





# Rezone and Site Plan Williamsburg Luxury Apartments– 256 South Highway 89 Zoning



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

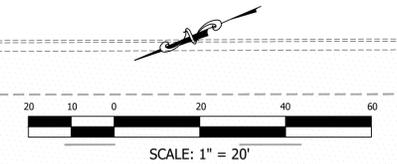




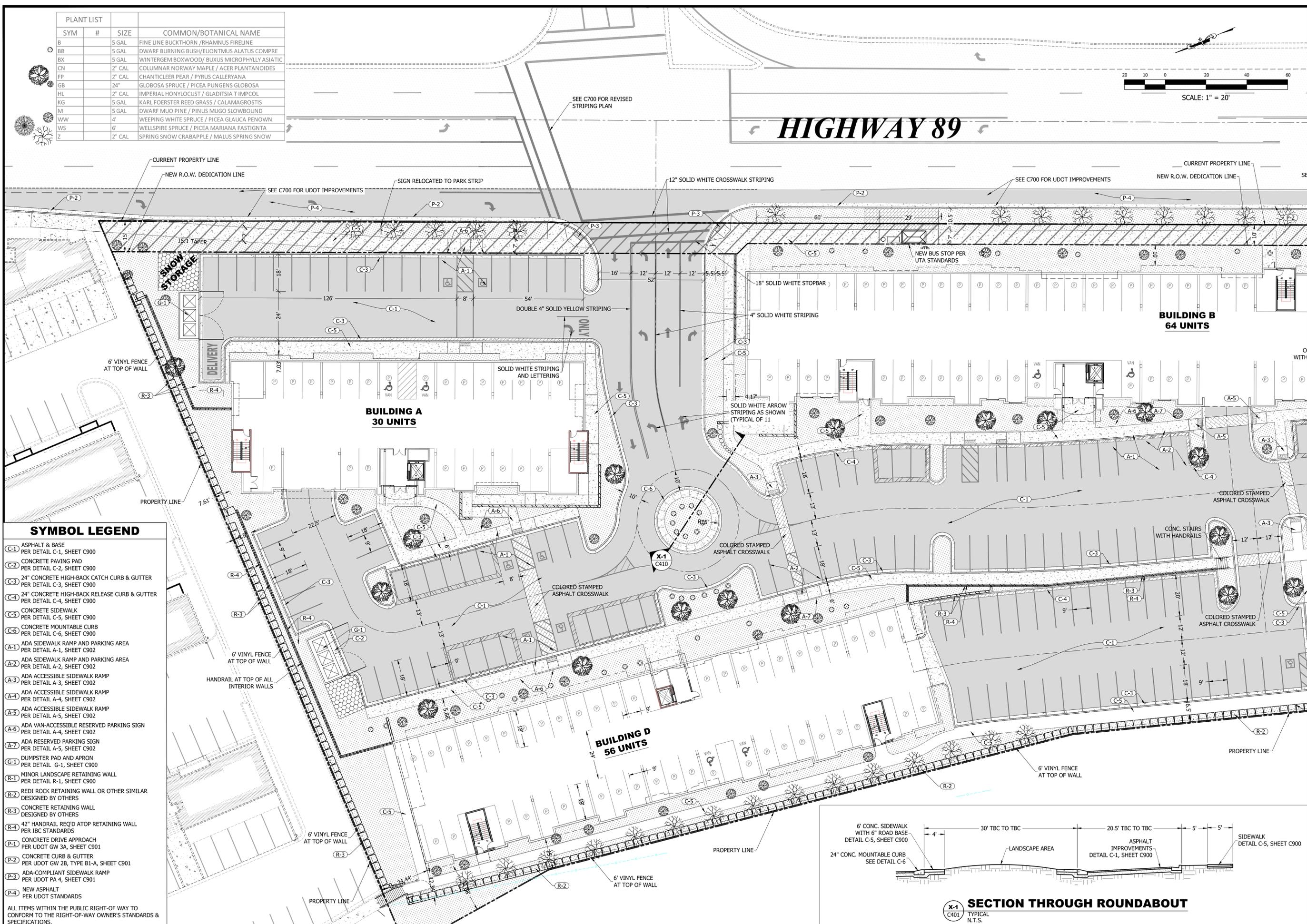




PLANT LIST			
SYM	#	SIZE	COMMON/BOTANICAL NAME
B		5 GAL	FINE LINE BUCKTHORN / RHAMNUS FIRELINE
BB		5 GAL	DWARF BURNING BUSH/EUONITMUS ALATUS COMPRE
BX		5 GAL	WINTERGEM BOXWOOD/ BUXUS MICROPHYLLY ASIATIC
CN		2" CAL	COLUMNAR NORWAY MAPLE / ACER PLANTANOIDES
FP		2" CAL	CHANTICLEER PEAR / PYRUS CALLERYANA
GB		24"	GLOBOSA SPRUCE / PICEA PUNGENS GLOBOSA
HL		2" CAL	IMPERIAL HONYLOCUST / GLADITSIA T IMPCOL
KG		5 GAL	KARL FOERSTER REED GRASS / CALAMAGROSTIS
M		5 GAL	DWARF MUO PINE / PINUS MUGO SLOWBOUND
WW		4"	WEeping WHITE SPRUCE / PICEA GLAUCA PENOWN
WS		6"	WELLSPIRE SPRUCE / PICEA MARIANA FASTIGNTA
Z		2" CAL	SPRING SNOW CRABAPPLE / MALUS SPRING SNOW



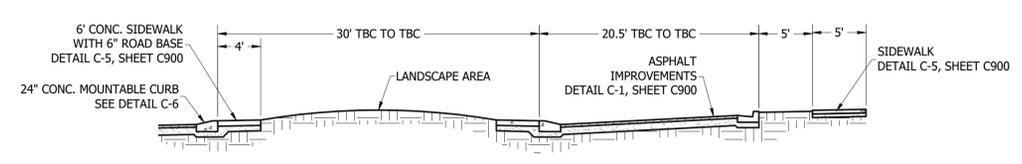
# HIGHWAY 89



### SYMBOL LEGEND

- C-1** ASPHALT & BASE PER DETAIL C-1, SHEET C900
- C-2** CONCRETE PAVING PAD PER DETAIL C-2, SHEET C900
- C-3** 24" CONCRETE HIGH-BACK CATCH CURB & GUTTER PER DETAIL C-3, SHEET C900
- C-4** 24" CONCRETE HIGH-BACK RELEASE CURB & GUTTER PER DETAIL C-4, SHEET C900
- C-5** CONCRETE SIDEWALK PER DETAIL C-5, SHEET C900
- C-6** CONCRETE MOUNTABLE CURB PER DETAIL C-6, SHEET C900
- A-1** ADA SIDEWALK RAMP AND PARKING AREA PER DETAIL A-1, SHEET C902
- A-2** ADA SIDEWALK RAMP AND PARKING AREA PER DETAIL A-2, SHEET C902
- A-3** ADA ACCESSIBLE SIDEWALK RAMP PER DETAIL A-3, SHEET C902
- A-4** ADA ACCESSIBLE SIDEWALK RAMP PER DETAIL A-4, SHEET C902
- A-5** ADA ACCESSIBLE SIDEWALK RAMP PER DETAIL A-5, SHEET C902
- A-6** ADA VAN-ACCESSIBLE RESERVED PARKING SIGN PER DETAIL A-6, SHEET C902
- A-7** ADA RESERVED PARKING SIGN PER DETAIL A-7, SHEET C902
- G-1** DUMPSTER PAD AND APRON PER DETAIL G-1, SHEET C900
- R-1** MINOR LANDSCAPE RETAINING WALL PER DETAIL R-1, SHEET C900
- R-2** REDI ROCK RETAINING WALL OR OTHER SIMILAR DESIGNED BY OTHERS
- R-3** CONCRETE RETAINING WALL DESIGNED BY OTHERS
- R-4** 42" HANDRAIL REQ'D ATOP RETAINING WALL PER IBC STANDARDS
- P-1** CONCRETE DRIVE APPROACH PER UDOT GW 3A, SHEET C901
- P-2** CONCRETE CURB & GUTTER PER UDOT GW 2B, TYPE B1-A, SHEET C901
- P-3** ADA-COMPLIANT SIDEWALK RAMP PER UDOT PA 4, SHEET C901
- P-4** NEW ASPHALT PER UDOT STANDARDS

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



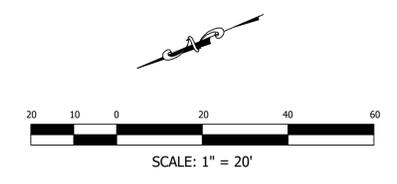
**X-1 SECTION THROUGH ROUNDABOUT**  
C401 TYPICAL N.T.S.

1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
www.Entellus.com

REGISTERED PROFESSIONAL ENGINEER  
No. 375153  
Leland K. Martineau  
8-14-19  
STATE OF UTAH

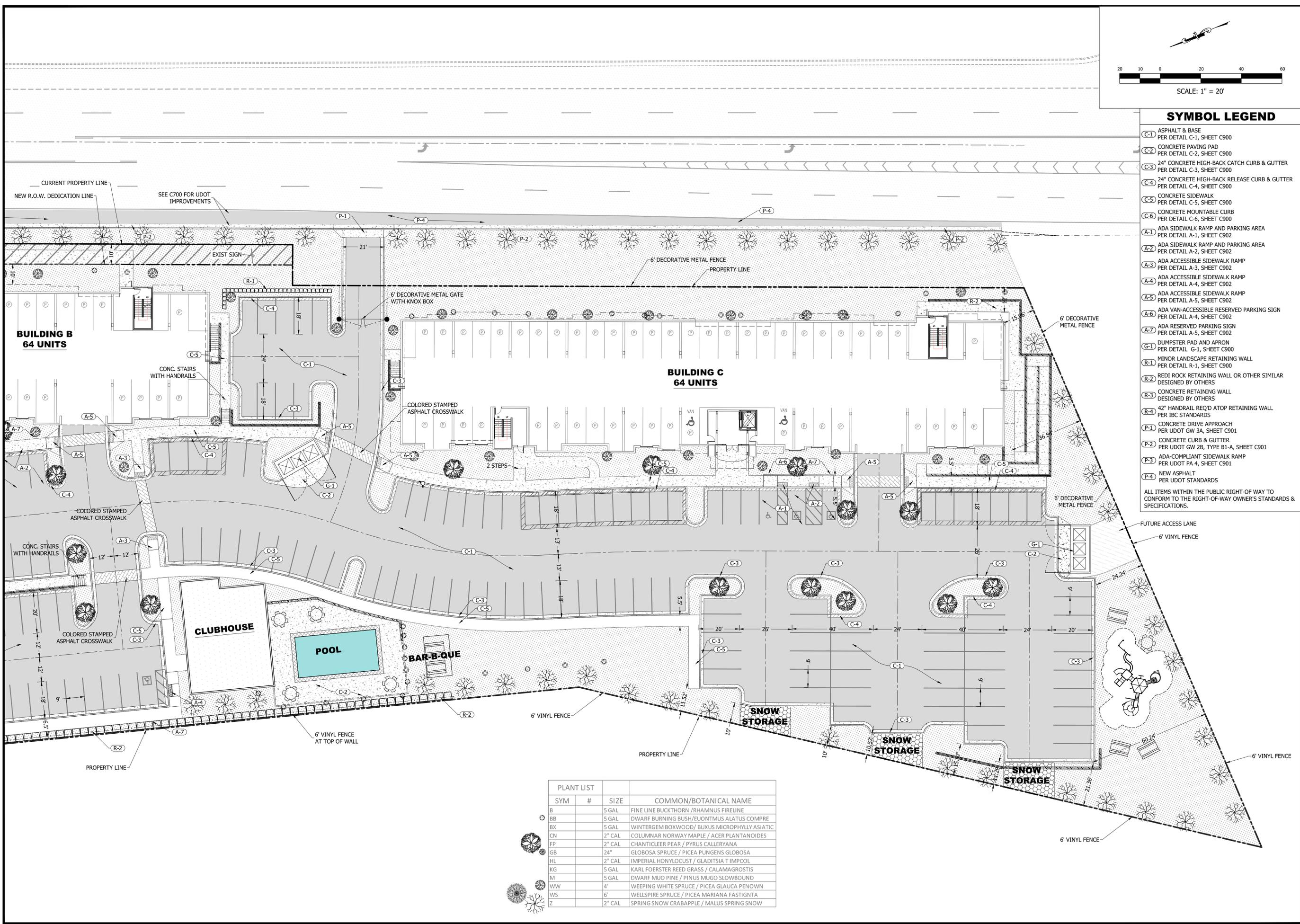
**WILLIAMSBURG**  
256 S HIGHWAY 89  
LOCATED IN THE 1/4 OF SECTION 26, T.1N., R.1W., S.1E.B.&M.  
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

ORIGINAL APPROVAL DATE:	REVISION DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
REV #	REV #	REV #	REV #	REV #	REV #	REV #	REV #
1	2	3	4	5	6	7	8
DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
8/14/19							
DRAWN:		APPROVED: LKM 8/14/19					
		PROJECT #: Users/c					
		SHEETS-1797001.dwg					
		<b>C410</b>					
		LANDSCAPE PLAN					



**SYMBOL LEGEND**

- (C-1) ASPHALT & BASE PER DETAIL C-1, SHEET C900
  - (C-2) CONCRETE PAVING PAD PER DETAIL C-2, SHEET C900
  - (C-3) 24" CONCRETE HIGH-BACK CATCH CURB & GUTTER PER DETAIL C-3, SHEET C900
  - (C-4) 24" CONCRETE HIGH-BACK RELEASE CURB & GUTTER PER DETAIL C-4, SHEET C900
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  - (C-6) CONCRETE MOUNTABLE CURB PER DETAIL C-6, SHEET C900
  - (A-1) ADA SIDEWALK RAMP AND PARKING AREA PER DETAIL A-1, SHEET C902
  - (A-2) ADA SIDEWALK RAMP AND PARKING AREA PER DETAIL A-2, SHEET C902
  - (A-3) ADA ACCESSIBLE SIDEWALK RAMP PER DETAIL A-3, SHEET C902
  - (A-4) ADA ACCESSIBLE SIDEWALK RAMP PER DETAIL A-4, SHEET C902
  - (A-5) ADA ACCESSIBLE SIDEWALK RAMP PER DETAIL A-5, SHEET C902
  - (A-6) ADA VAN-ACCESSIBLE RESERVED PARKING SIGN PER DETAIL A-4, SHEET C902
  - (A-7) ADA RESERVED PARKING SIGN PER DETAIL A-5, SHEET C902
  - (G-1) DUMPSTER PAD AND APRON PER DETAIL G-1, SHEET C900
  - (R-1) MINOR LANDSCAPE RETAINING WALL PER DETAIL R-1, SHEET C900
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FP		2" CAL	CHANTICLEER PEAR / PYRUS CALLERYANA
GB		24"	GLOBOSA SPRUCE / PICEA PUNGENS GLOBOSA
HL		2" CAL	IMPERIAL HONYLOCUST / GLADITSIA T IMPCOL
KG		5 GAL	KARL FOERSTER REED GRASS / CALAMAGROSTIS
M		5 GAL	DWARF MUO PINE / PINUS MUGO SLOWBOUND
WW		4'	WEEPING WHITE SPRUCE / PICEA GLAUCA PENOWN
WS		6'	WELLSPIRE SPRUCE / PICEA MARIANA FASTIGNTA
Z		2" CAL	SPRING SNOW CRABAPPLE / MALUS SPRING SNOW

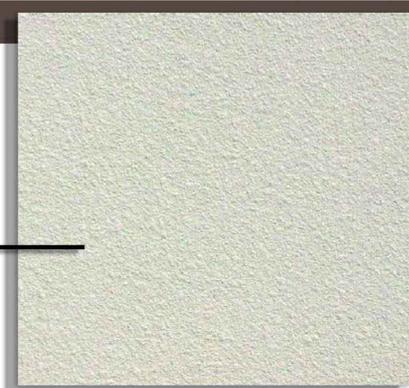
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 REV # 2: 8/14/19  
 REV # 3: 8/14/19  
 REV # 4: 8/14/19  
 REV # 5: 8/14/19  
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 REV # 7: 8/14/19  
 REV # 8: 8/14/19

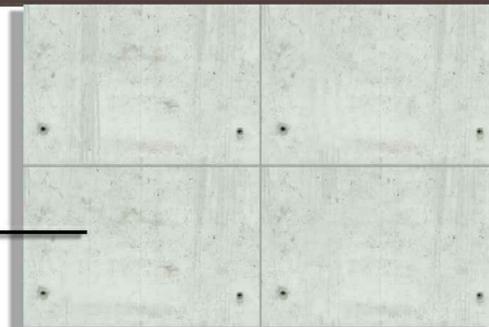
DRAWN: 8/14/19  
 APPROVED: LKM 8/14/19  
 PROJECT #: Users/c  
 SHEETS-1797001.dwg



INTERSTATE BRICK - MODULAR - MOCHA COLOR



STUCCO FINISH - AGREEABLE GRAY COLOR



ARCHITECTURAL CONCRETE - CONE-TIED PANEL



NEW CAST STONE - HONED FINISH - CHARCOAL COLOR

# WILLIAMSBURG

NORTH SALT LAKE, UTAH

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JUNE 27, 2019



7583 So. Main Street Ste. 100 Midvale, UT 84047  
(801) 561-1333



1
SD
**64 UNIT WEST ELEVATION**  
 SCALE: 3/32" = 1'-0" (20) 1-BED; (36) 2-BED; (8) 3-BED  
 (8) 1B; (12) 1-C; (4) 2B; (16) 2C; (16) 2D; (8) 3B

**WILLIAMSBURG**

NORTH SALT LAKE, UTAH

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JUNE 27, 2019



7583 So. Main Street Ste. 100 Midvale, UT 84047  
(801) 561-1333



1  
SD
**64 UNIT SOUTH ELEVATION**  
 SCALE: 1/16" = 1'-0"  
 (24'x36') (20) 1-BED; (36) 2-BED; (8) 3-BED  
 (8) 1B; (12) 1-C; (4) 2B; (16) 2C; (16) 2D; (8) 3B

**WILLIAMSBURG**

NORTH SALT LAKE, UTAH

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JUNE 27, 2019



7583 So. Main Street Ste. 100 Midvale, UT 84047  
(801) 561-1333



1
SD
**64 UNIT EAST ELEVATION**  
 SCALE: 1/16" = 1'-0"  
 (24 x 36")

(20) 1-BED; (36) 2-BED; (8) 3-BED  
 (8) 1B; (12) 1-C; (4) 2B; (16) 2C; (16) 2D; (8) 3B

**WILLIAMSBURG**

NORTH SALT LAKE, UTAH



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JUNE 27, 2019

7583 So. Main Street Ste. 100 Midvale, UT 84047  
(801) 561-1333



1
SD
**64 UNIT NORTH ELEVATION**  
 SCALE: 1/16" = 1'-0"  
 (24 x 36") (20) 1-BED; (36) 2-BED; (8) 3-BED  
 (8) 1B; (12) 1-C; (4) 2B; (16) 2C; (16) 2D; (8) 3B

**WILLIAMSBURG**

NORTH SALT LAKE, UTAH

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JUNE 27, 2019



7583 So. Main Street Ste. 100 Midvale, UT 84047  
(801) 561-1333

**ORDINANCE NO. 2019-07**

**AN ORDINANCE AMENDING THE CITY OF NORTH SALT LAKE ZONING MAP BY CHANGING THE ZONING OF PROPERTY LOCATED GENERALLY AT 256 SOUTH HIGHWAY 89 WITHIN THE CITY OF NORTH SALT LAKE, STATE OF UTAH, FROM CH, HIGHWAY COMMERCIAL TO P, PLANNED DISTRICT.**

**WHEREAS**, the City of North Salt Lake has received an application from Pendleton Construction. to amend the zoning for property located generally at 256 South Highway 89 from CH, Highway Commercial to P, Planned District; and

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

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

**WHEREAS**, the City Council has reviewed this application and finds that it is consistent with the comprehensive general plan, goals and policies of the City and that changed conditions make the proposed amendment reasonably necessary to carry out the purposes stated in Title 10 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 5.91 acres of property located generally at 256 South Highway 89 within the city limits of the City of North Salt Lake, and more particularly described as Davis County parcel number 01-104-0033, 01-104-0034, 01-104-0035, 01-104-0036 & 01-104-0097, from CH, Highway Commercial 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 3<sup>rd</sup> DAY OF SEPTEMBER, 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:**

All property included in Davis County Parcel Identification numbers: 01-104-0033, 01-104-0034, 01-104-0035, 01-104-0036 & 01-104-0097 containing approximately 5.91 acres.

**Legal Description:**

**RESOLUTION NO. 2019-35R**

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

**BE IT HEREBY RESOLVED** that the City Council of the City of North Salt Lake authorizes the Mayor to execute, in behalf of the City of North Salt Lake, the Development Agreement for Williamsburg Luxury Apartments (2019-31A).

APPROVED by the City Council of the City of North Salt Lake, Utah, this 3rd day of September, 2019.

BY THE CITY COUNCIL:

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

ATTEST:

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

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
James Hood	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

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

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the 3rd day of September, 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 of a mixed use Project with two hundred fourteen (214) apartment units and mixed commercial space as follows:
  - a. Building A: a five (5) story mixed use building with 10,444 sq. ft. of retail, thirty (30) residential apartments and twenty-five (25) parking garage spaces at basement level;
  - b. Building B: a five (5) story apartment building containing sixty-four (64) residential apartments and fifty (50) parking garage spaces at basement level;
  - c. Building C: a five (5) story apartment building containing sixty-four (64) residential apartments and fifty (50) parking garage spaces at basement level;
  - d. Building D: a five (5) story apartment building containing fifty-six (56) residential apartments and forty-five (45) parking garage spaces at basement level; and
  - e. Recreational amenities as detailed on the Final Site Plan, including a community club house, pool, and outdoor recreation areas.
- (2) the re-zoning of the Property to the Planned P District, (the “P District Zoning”) subject to approval of an acceptable development agreement.

D. The project to be developed upon the Property pursuant to the General Development Plan is known as the Williamsburg Luxury Apartments and is generally located at 256 South Highway 89 in the City of North Salt Lake (the “Project”).

E. Pursuant to the City’s approval of the General Development Plan on the 10<sup>th</sup> day of October, 2018, the Plan consists of two hundred fourteen (214) 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 Williamsburg Luxury Apartments".

d. Fencing. The project shall be fenced in accord with Figure E-xx in **Exhibit “E”** with the fencing along Highway 89 being composed of decorative metal fencing with columns of masonry consistent with the materials and colors used in the primary building construction. Interior fencing around the swimming pool shall be of the same decorative metal and masonry. The fencing along the south and west property line shall be a solid masonry or other concrete panel fence consistent with the material and colors of the primary buildings, with the exception of the first twenty (20) feet from Highway 89 which shall be a continuation of the fencing material along the front property line. The north side property line shall be one of the following: (1) the material and color approved as part of the City’s Edge Development Agreement on property directly adjacent and north of the Project; or (2) the same material and configuration of the south property line, including the first twenty (20) feet from Highway 89. In either event the Developer shall be responsible to contact the adjoining property owner to coordinate installation of the common boundary fence, installation of any retaining walls along the property boundary, and arrange for any cost sharing agreement, if applicable.

e. Developer and City hereby agree that signage and design standards should be applied to the development of all lots within the Project. These specific rules and standards are shown in **Exhibit “F”** of this Agreement and are entitled, “Signage Design & Standards for Williamsburg”.

f. Phasing Plan. The Developer intends to construct the project in one phase, but shall commence construction on Building A first, and shall have the residential recreational amenities constructed and complete prior to the occupancy of the second residential structure obtains occupancy. Buildings B-D may be constructed in any order convenient to the Developer.

g. Required Public Improvements. City agrees to coordinate with Developer the placement of conduits, chases and other piping required for the development of the project. The Developer agrees to construct all required public improvements, at its expense. Additionally the following specific requirements shall apply:

- i. Storm Drain. There currently exists on the property a storm drain easement in favor of the City of \_\_\_\_\_ ( ) feet wide containing a twenty-four (24”) inch storm drain line. That line may be relocated on the property, provided a new easement is granted to the City, the design and location is approved by the City Engineer, per the approved construction plans.
- ii. Overhead Power. There currently exists overhead power lines along the property line within the UDOT owned right of way for Highway 89. It shall be the developer’s responsibility to bury said power lines along Highway 89, removing the five power poles along the property line/right of way. The Developer may coordinate the removal of the poles and burial of the power line with the adjacent property owner to the north, who will be burying the his portion of the line per the approval of the City’s Edge Project.
- iii. Dedication of Right of Way. The Developer agrees to dedicate additional right of way for the Highway 89 corridor and construct a seven (7) foot sidewalk and minimum eight (8) foot park strip as shown on the final site plan as shown in **Exhibit “C”**. The dedication shall be the full length of the property to allow for the City, UDOT, or UTA installation of additional sidewalk in the future.
- iv. Bus Stop. The Developer agrees to dedicate an easement for the installation of a bus shelter in the location and manner shown on the approved site plan as shown in **Exhibit “C”**. The Developer shall be responsible to coordinate the design and installation of the bus shelter and amenities directly with the Utah Transit Authority (UTA) and any UTA required agreements.

- v. Future southern access. The Developer agrees to provide an easement on the southern end of the Project for the purpose of access to future improvements that may be made to the intersection of Highway 89 and Eagle Gate Drive, with the possible installation of a traffic signal light and extension to the southern border of the project. The Developer, or future assignee, shall be required to connect the parking area access to the new intersection, if built, and abandon the emergency egress between buildings B and C within twelve (12) months of completion of any future construction of the intersection.

h. Parking. Within the boundary of the Project parking shall be provided as follows:

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

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

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

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

To Developer:

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 "A"**  
**LEGAL DESCRIPTION**

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

Legal Description:

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

The General Development Plan for the Williamsburg Luxury Apartments project approved by the City Council on the 10th day of October, 2018.



I-15



# EXHIBIT "C" SITE PLAN

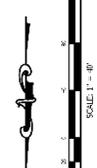
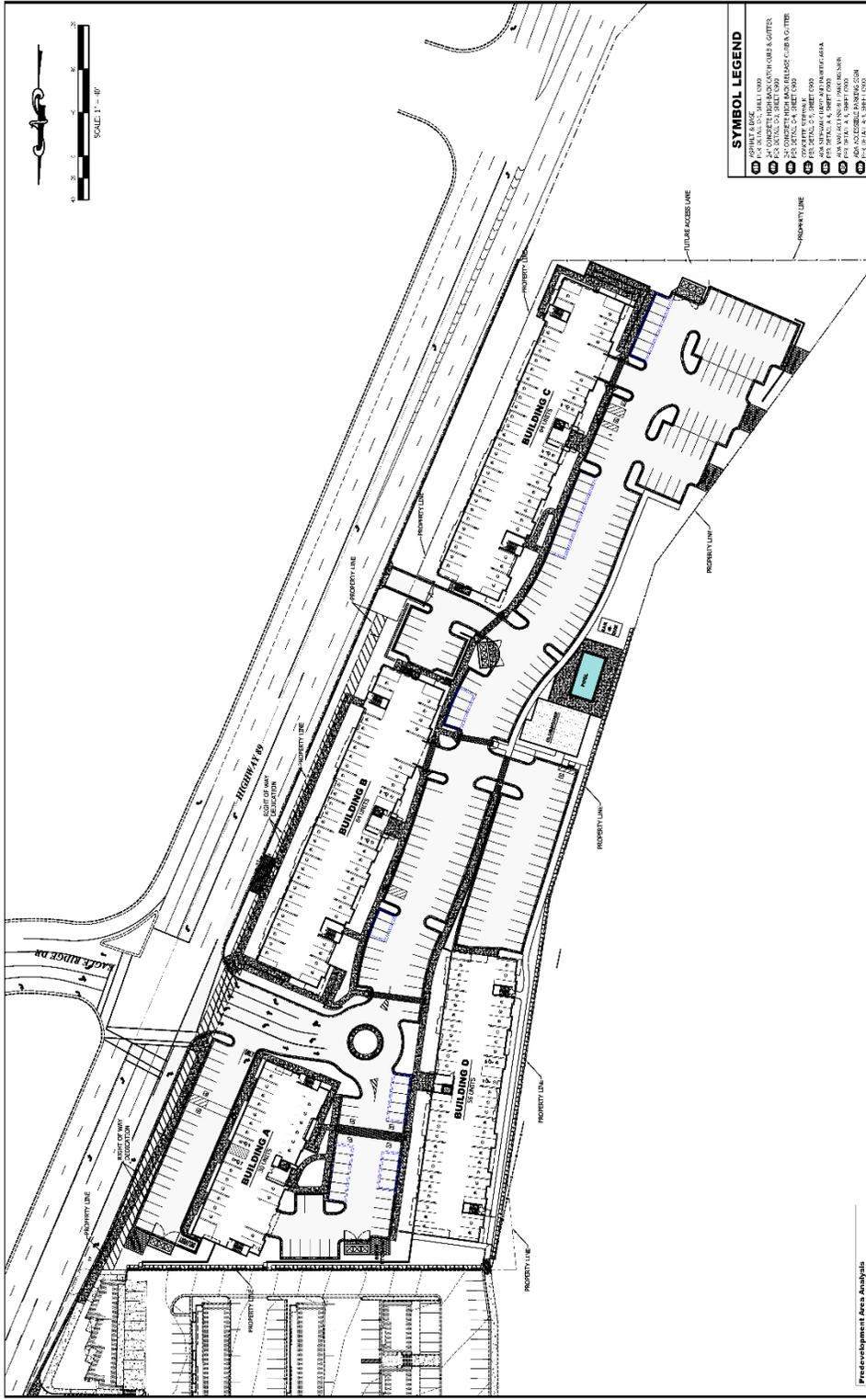
**Enellus**  
www.enellus.com  
1470 South 600 West  
Woods Cross, UT 84010  
Phone: 801.298.2236



**WILLASBURG**  
216 S. HIGHWAY 89  
LOCATED IN THE S.E. 1/4 OF SECTION 26, T.1N., R.1E., S.1&2E  
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

NO.	DESCRIPTION	DATE
1	PRELIMINARY	11/11/11
2	REVISED	12/15/11
3	REVISED	01/10/12
4	REVISED	02/02/12
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**C400**  
PROJECT 02/11/11



**SYMBOL LEGEND**

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- 94. ASPHALT DRIVEWAYS & CURBS
- 95. ASPHALT DRIVEWAYS & CURBS
- 96. ASPHALT DRIVEWAYS & CURBS
- 97. ASPHALT DRIVEWAYS & CURBS
- 98. ASPHALT DRIVEWAYS & CURBS
- 99. ASPHALT DRIVEWAYS & CURBS
- 100. ASPHALT DRIVEWAYS & CURBS

**Predevelopment Area Analysis**

Category	Area (sq. ft.)	Percentage
Total Area	216,000	100%
Building Area	150,000	69.4%
Parking Area	40,000	18.5%
Other Area	26,000	12.1%

**AREA TABULATION**

Area Type	Area (sq. ft.)	Percentage
Building Area	150,000	69.4%
Parking Area	40,000	18.5%
Other Area	26,000	12.1%
Total Area	216,000	100%





## EXHIBIT “D”

### WILLIAMSBURG LUXURY APARTMENTS P DISTRICT LAND USE STANDARDS

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

2. Residential Standards 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 668 square feet and a minimum of 2 bedroom.

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 fifty-five (55) feet from finished final grade.

d. Lot Width and Depth:

- i. The minimum lot width and depth for the lot shall be as depicted on the approved site plan.

e. Setbacks, front:

- i. The front yard setback shall be a minimum of five (5’) feet from the right-of-way line of Highway 89 and a minimum of twenty (20’) from the curb.

f. Setbacks, rear:

- i. The minimum rear yard setback from the development boundary shall be a minimum of fifteen (15) feet.

g. Setbacks, side:

- i. The minimum side yard setback from the development boundary shall be a minimum of five (5) feet.

h. Minimum Landscape Percentage.

- i. The minimum landscape percentage for the entire development shall be 25%.

i. Accessory Buildings:

- i. Accessory buildings or structures within the common area shall include only those necessary for the operations of the apartments and enjoyment of the residents, such as trash enclosure, carports, recreational amenities, etc.

j. Fence:

- i. The maximum solid fence height within 20 feet of a public street shall be four (4’) feet.
- ii. The maximum height for the remainder of the perimeter fence shall be eight (8) feet. A minimum six foot masonry or concrete panel fence shall be required in the P District west and south property line the property in accordance with the Development Agreement. Fencing along the front

property line and first twenty (20') feet of setback shall be of decorative metal with masonry columns in accordance with the Development Agreement. The fencing on the north property may be either masonry, concrete panel, or the material approved per the development agreement with City's Edge to the north.

- k. Parking shall be provided as follows
  - i. For each unit there shall be provided one (1) covered space, garage or carport.
  - ii. Total parking required shall be 1.9 spaces per residential unit.
  - iii. Guest parking and commercial parking for Building A shall be considered shared parking and shall be available for the use of the retail space during regular business hours and may be utilized for guest or tenant parking during non-business hours.
- 3. Permitted Uses.
  - a. Residential
    - i. Multi-Family Apartments
    - ii. Home occupations as regulated by North Salt Lake Land Use Code, Section 10-10-5, as amended.
  - b. Commercial-The following uses shall be permitted uses in this zone:
    - i. General office.
    - ii. General retail and personal services, except for those that are prohibited in this zone.
    - iii. Restaurants.
  - c. Commercial Uses-The following uses shall be prohibited in this zone:
    - i. Auto Sales & Service
    - ii. Manufacturing
    - iii. Pawnshops, title loan, quick loan or other payday loan or check cashing services.
    - iv. Self Storage
    - v. Sexually Oriented Businesses
    - vi. Tobacco specialty stores
    - vii. Uses requiring outdoor storage
    - viii. Warehousing and storage facilities
    - ix. Wholesale trade

## EXHIBIT “E”

### ARCHITECTURAL STANDARDS FOR WILLIAMSBURG LUXURY APARTMENTS

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

#### Design Standards:

##### A. Exterior Elevations

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



## B. Exterior Finishes and Colors

- 1. Materials and Colors.** Exterior materials shall consist of Masonry, Stucco and Metal accents, and Asphalt Shingles. The following colors and materials shall be used in the construction of all buildings, including the club house. Minor variations in color/tones may be approved by the Community Development Director in accordance with this general color pallet.

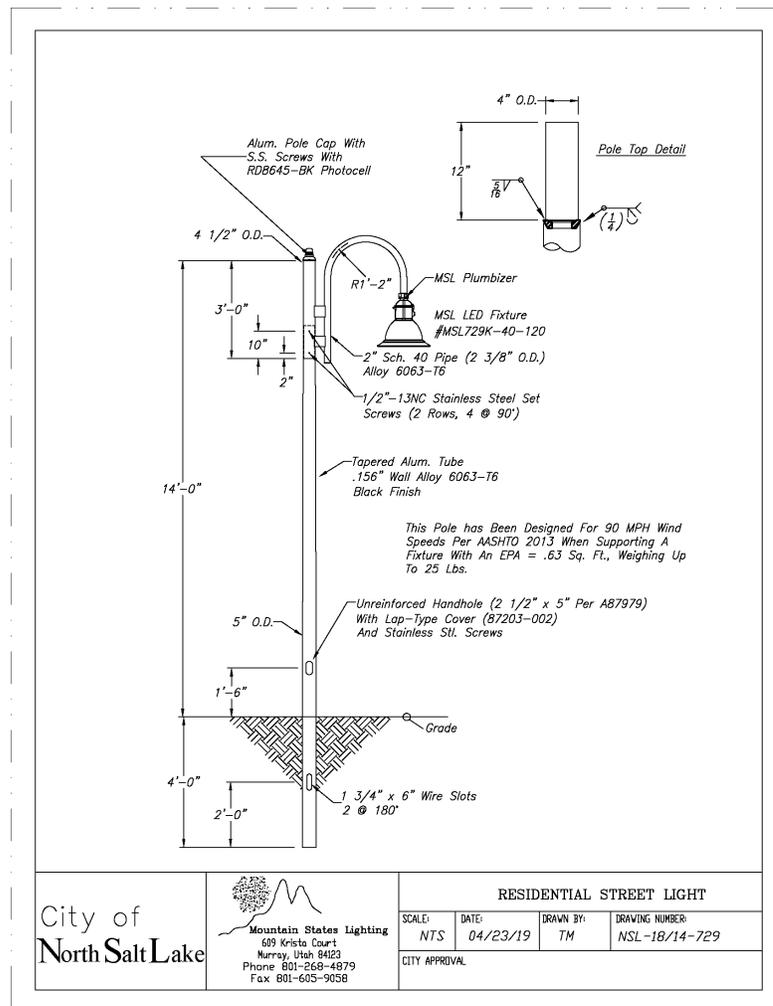


## C. Carports

Carports shall be constructed of high quality materials in coordinating colors and complementary materials to the main buildings.

## D. Lamp Posts, Building Lighting

The development shall utilize building and parking lot lighting which complement the following city residential lighting standard in black. All building and parking lot lighting shall be diffused cut off type fixtures ensuring that light does not leave the property and is placed in the appropriate locations to ensure safety and security, while minimizing the risk of fugitive light pollution. Declarant will install the 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 building, the Declarant shall install landscaping in accordance with the approved landscape plan. A unity of the design of an overall development master plan shall be achieved by the repetition of certain plant varieties, colors and materials to tie the overall development together. All landscaping and irrigation shall utilize efficient landscaping techniques and drought tolerant species where possible.

### **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 and shall be within the enclosed lobby of each building. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner.

### **G. Fencing Material**

Permitted fencing material shall be similar in nature to the following examples with masonry that complements the building masonry.

*Highway 89 Fencing Type*



*Side and Rear Property Line Fencing Examples*



**EXHIBIT “F”  
SIGNAGE STANDARDS**

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

**A. Commercial Signage**

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



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

- d. Appropriate window sign example:



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



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



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



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



**B. Residential Signs.**

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

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

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RECORDING REQUESTED BY AND  
WHEN RECORDED PLEASE RETURN TO:

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

**MEMORANDUM OF AGREEMENT**

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

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

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

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

**“CITY”**

**CITY OF NORTH SALT LAKE**

ATTEST:

\_\_\_\_\_  
City Recorder

By: \_\_\_\_\_  
Mayor

State of Utah            )  
                                  ss.  
County of Davis        )

This instrument was acknowledged before me on \_\_\_\_\_, 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**

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



# 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:** September 3, 2019  
**SUBJECT:** Consideration of a Plat Amendment to North Wood Business Center at 31 North Cutler Drive

### RECOMMENDATION

The Planning Commission recommends approval to the City Council the plat amendment for North Wood Business Center at 31 North Cutler Drive with the following condition:

1. Completion of Engineering Redlines, if any.

### BACKGROUND

The proposed amendment modifies the lot line on the northern border of lots 18A and 19A to provide a more rectangular shape to lot 17A. The three lots are currently vacant and the lot lines are being adjusted to accommodate development. All lots are owned by a single property owner, JKZ4 LLC. The proposed lot 17A will be 1.972 acres and will be developed for use by Utah Communication Authority (UCA), an independent state agency. Lot 18A is proposed to be 1.771 acres. Lot 19A is proposed to be 1.434 acres. Details on how lots 18A and 19A will be developed have not been provided at this time.

The property is zoned General Commercial (CG) and the minimum lot size is 1 acre with a minimum width of 100 feet and 65 feet of frontage. All three lots meet the minimum lot size in the zone.

Redline corrections have been made by the applicant to the proposed plat.

### POSSIBLE MOTION

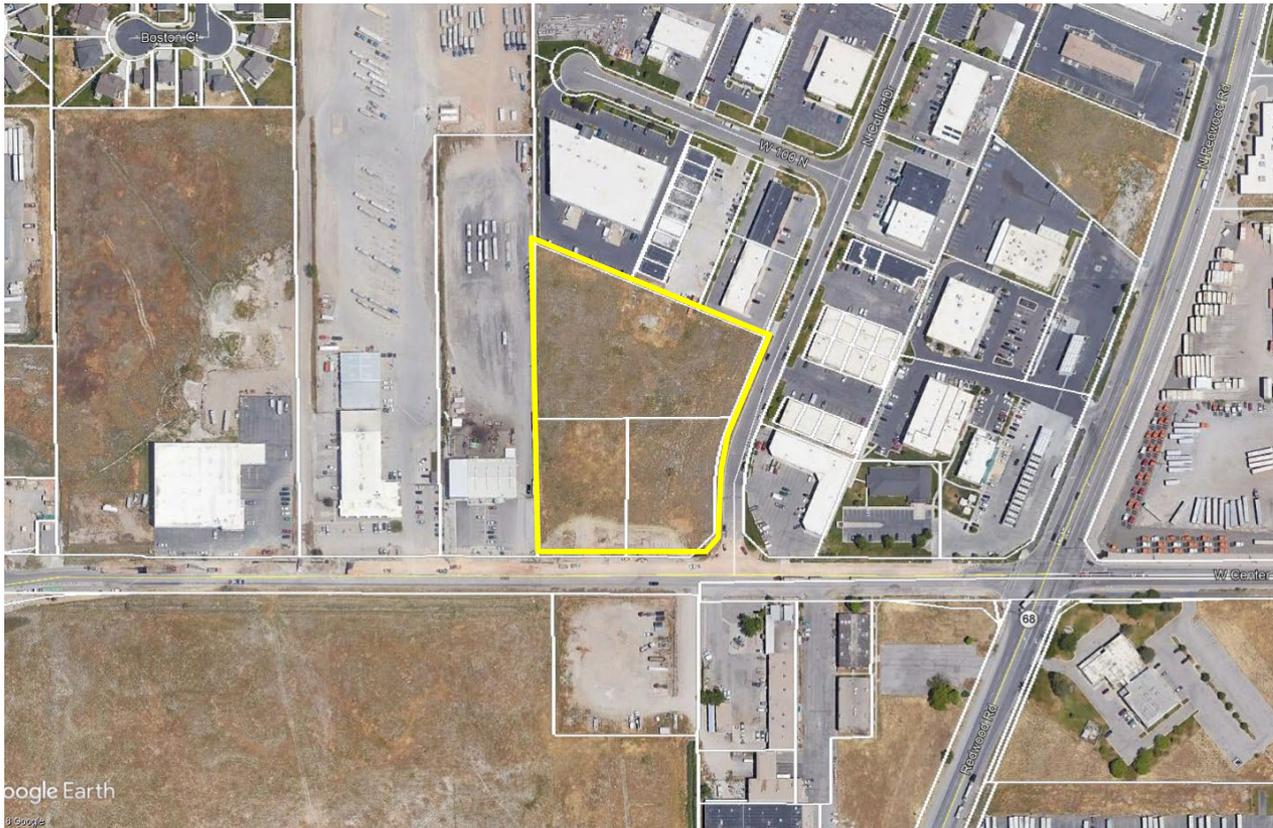
I move that the City Council approve the plat amendment for North Wood Business Center at 31 North Cutler Drive with no conditions

### Attachments

- 1) Aerial Map
- 2) Plat Map
- 3) Site Plan lot 17A



# Plat Amendment North Wood Business Center Aerial



# NORTH WOOD BUSINESS CENTER AMENDMENT 4, AMENDING LOTS 17, 18 AND 19 OF THE NORTH WOOD BUSINESS CENTER

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3,  
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,  
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH  
JULY 2019

## BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

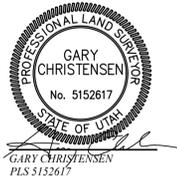
BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CENTER STREET, SAID POINT BEING LOCATED NORTH 89°36'51" EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND NORTH 0°12'43" WEST 55.88 FEET FROM THE SOUTH QUARTER CORNER; RUNNING THENCE NORTH 0°12'43" WEST 651.26 FEET; THENCE SOUTH 67°22'57" EAST 511.31 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF CUTLER DRIVE; RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 22°37'03" WEST 181.56; (2) SOUTH 22°37'03" WEST 16.59 FEET; (3) ALONG THE ARC OF A 360 FOOT RADIUS CURVE TO THE LEFT 138.97 FEET, HAVING A CHORD WHICH BEARS SOUTH 11°33'29" WEST 138.11 FEET; (4) SOUTH 0°29'56" WEST 89.57 FEET; (5) SOUTH 45°29'56" WEST 70.71 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CENTER STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°30'04" WEST 314.50 FEET;

CONTAINS 5.177 ACRES OR 225,503.70 SQUARE FEET MORE OR LESS.

## SURVEYOR'S CERTIFICATE

I, GARY G. CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 5152617 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS SUBDIVISION PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.



## OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

## NORTH WOOD BUSINESS CENTER AMENDMENT 4

AND HEREBY DEDICATE, GRANT AND CONVEY TO NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY NORTH SALT LAKE CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BY: \_\_\_\_\_

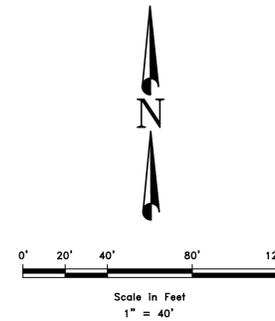
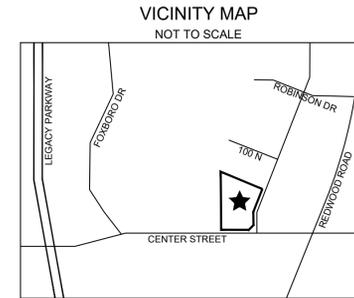
## ACKNOWLEDGEMENT

STATE OF UTAH )  
COUNTY OF WEBER )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared before me \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, and that said document was signed by him/her in behalf of said "Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said \_\_\_\_\_ acknowledged to me that said "Corporation executed the same.

STAMP

NOTARY PUBLIC



## LEGEND

- SET REBAR AND CAP MARKED "CIR ENGINEERING"
- ◆ SECTION MONUMENTATION
- ◆ SUBDIVISION MONUMENTATION
- BOUNDARY LINE
- - - CENTERLINE
- - - EASEMENT AS NOTED
- - - ORIGINAL LOT LINE
- - - ADJOINER PARCEL LINE
- EXISTING CHAIN LINK FENCE
- 2 DAVIS COUNTY COORDINATE "SEE COORDINATE TABLE"

Davis County Coordinate Table			
Number	Northing	Easting	Description
1	102686.25	102644.9	SE COR SEC 3
2	102689.86	101385.9	ST MONUMENT
3	102688.45	100002.08	SW COR SEC 3
4	102869.42	101386.42	ST MONUMENT
5	102993.61	101411.06	ST MONUMENT
6	104265.98	101932.46	ST MONUMENT
7	102730.99	100991.52	SW COR PROP
8	103382.25	100989.11	NW COR PROP
9	103185.61	101461.1	NE COR PROP
10	102777.82	101356.44	PROP COR
11	102728.25	101306.01	SE COR PROP

## NOTES

- ZONE (CG) GENERAL COMMERCIAL CURRENT YARD SETBACKS: FRONT: 20// REAR: 0 // SIDE: 0'
- SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. PER FEMA MAP NO. 4901590010D WITH AN EFFECTIVE DATE OF SEPTEMBER 30, 1988.
- ALL COORDINATES SHOWN ARE BASED ON DAVIS COUNTY SURVEYOR'S OFFICE DATUM.
- APPROVAL OF THIS DEVELOPMENT BY NORTH SALT LAKE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUB SURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES.

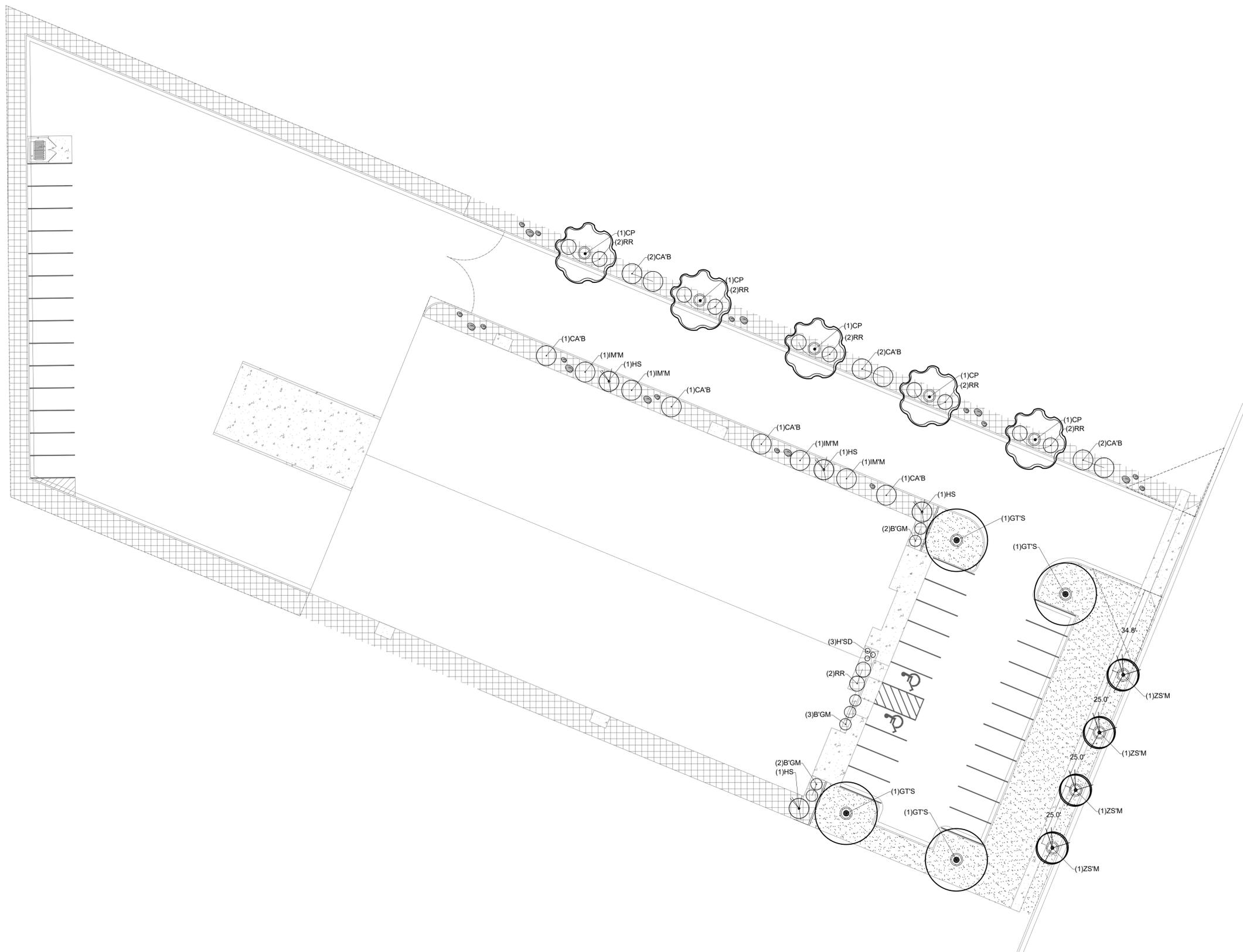
DEVELOPER:  
AE URBIA  
909 W. SOUTH JORDAN PARKWAY  
SOUTH JORDAN, UT 84095  
801-746-1456

S1  
1

COUNTY RECORDER  
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR AND RECORDED \_\_\_\_\_  
AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_ RECORDED  
FOR \_\_\_\_\_  
COUNTY RECORDER  
BY: \_\_\_\_\_

C:\PROFBOX (CIR)\MEGAN\NSL 11 N CUTLER DRIVE\PLAT\PRJ-11-CUTL PLAT.DWG

<p>RECOMMENDED FOR APPROVAL</p> <p>THIS ___ DAY OF _____, 2019.</p> <p>_____ CITY ATTORNEY</p>	<p>RECOMMENDED FOR APPROVAL</p> <p>THIS ___ DAY OF _____, 2019.</p> <p>_____ CITY ENGINEER</p>	<p>CITY COUNCIL'S APPROVAL</p> <p>PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY, UTAH THIS ___ DAY OF _____, 2019 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED</p> <p>MAYOR: _____</p> <p>CITY RECORDER ATTEST: _____</p>	<p>RECOMMENDED FOR APPROVAL</p> <p>THIS ___ DAY OF _____, 2019.</p> <p>_____ CHAIRMAN, PLANNING COMMISSION</p>
--	--	---	--



TREE LEGEND (TOTAL PLANT COUNT)						
SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
ZSM	ZELKOVA SERRATA MUSASHINO	COLUMNAR JAPANESE ZELKOVA	4	2" CAL.	LOW	
CP	CRATAEGUS PHAENOPYRUM	WASHINGTON HAWTHORN	5	2" CAL.	LOW	
GTS	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	SKYLINE HONEY LOCUST	4	2" CAL.	LOW	
HS	HIBISCUS SYRACUS	ROSE-OF-SHARON	4	10 GAL.	MODERATE	TREE FORM

SHRUB LEGEND						
SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	HYDROZONE	SPECIAL NOTES
CA'B	CORNUS ALBA 'BAILHALO'	IVORY HALO DOGWOOD	10	10 GAL.	MODERATE	
IMM	ILEX X MESERVEAE 'MESDOB'	BERRI-MAGIC CHINA HOLLY	4	10 GAL.	MODERATE	
B'GM	BUXUS X 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	7	5 GAL.	MODERATE	
RR	ROSA X RADRAZZ	KNOCK OUT ROSE	12	5 GAL.	HIGH	
HSD	HEMEROCALLIS X 'STELLA D'ORO'	STELLA D'ORO DAYLILY	3	1 GAL.	MODERATE	

SITE MATERIALS			
SYMBOL	SITE MATERIAL	QUANTITY	SPECIAL NOTES
	1" SOUTH TOWN COBBLE (DeWitt 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS)	10,455 SQ.FT. (97 CU.YD)	LOCATED WHERE SPECIFIED
	LAWN (SOD) AREA	5,216 SQ.FT.	DROUGHT TOLERANT VARIETY *SEE NOTE BELOW
	2'-3' SANDSTONE BOULDERS	21	

- LANDSCAPE GENERAL NOTES**
- INSTALLER RESPONSIBILITIES AND LIABILITIES**
- THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. THE INSTALLER IS REQUIRED TO REFER TO THEIR INDIVIDUAL TRADE - SCOPE OF WORK. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
  - THE INSTALLER OF ALL LANDSCAPING AND IRRIGATION SYSTEMS ARE LIABLE AND RESPONSIBLE FOR ALL JURISDICTIONAL AND CODE REQUIREMENTS, TIME EXECUTIONS, AND INSTALLED PRODUCTS AND MATERIALS.
- GRADING AND DRAINAGE REQUIREMENTS**
- ALL GRADING IS TO SLOPE AWAY FROM THE STRUCTURE PER CODE.
  - FINISHED GRADE IS NOT PERMITTED BY CODE TO DRAIN ON NEIGHBORING PROPERTIES
  - 6" MIN. FOUNDATION LEFT EXPOSED AT ALL CONDITIONS
  - LANDSCAPER TO MAINTAIN OR IMPROVE EXISTING FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY THE EXCAVATOR'S FINAL GRADE ACTIVITIES INCLUDING ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
  - IF ANY SWALE, BERM, OR GRADE HAS BEEN DAMAGED OR IS INCORRECT TO ENSURE CORRECT WATER FLOW THE TRADE CONTRACTOR IS RESPONSIBLE TO FIX STATED ISSUE.
  - ROOF RUN-OFF DEVICES SHOULD BE INSTALLED TO COLLECT AND DISCHARGE ALL ROOF RUNOFF A MINIMUM OF 10 FEET FROM FOUNDATION ELEMENTS OR BEYOND THE LIMITS OF BACKFILL AROUND THE FOUNDATION WALLS, WHICHEVER DISTANCE IS GREATER.
  - THE GROUND SURFACE WITHIN 10 FEET OF THE FOUNDATIONS SHOULD BE SLOPED TO DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6 INCHES.
- LANDSCAPING REQUIREMENTS**
- ALL LANDSCAPING IS TO BE INSTALLED PER ALL GOVERNING JURISDICTIONS I.E. INTERNATIONAL BUILDING CODE, CITY CODES.
  - NON-COMPLIANCE TO ALL GOVERNING JURISDICTION REQUIREMENTS AND REGULATION ARE THE RESPONSIBILITY OF THE LANDSCAPING INSTALLER.
  - ALL PLANTED LANDSCAPING IS TO BE INSTALLED ACCORDING TO THE NURSERY CARE AND INSTALLATION INSTRUCTIONS WHERE PURCHASED AND BASED ON INDIVIDUAL SOIL CONDITIONS AND SITE CONDITIONS.

- LANDSCAPE NOTES**
- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
  - PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. IF SUBSTITUTIONS ARE WANTED, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING.
  - NEW LAWN AREAS TO BE SODDED WITH DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
  - SANDY LOAM TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 6" TOPSOIL (WITH 2" HUMUS MIXED INTO TOPSOIL PRIOR TO SPREADING) IN ALL NEW PLANTER AREAS AND 4" IN ALL NEW LAWN AREAS. PLANTER BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ACCOMMODATE NEW TOPSOIL AND/OR PLANTER BED MULCH TO REACH FINISHED GRADE.
  - 4"x6" EXTRUDED CONCRETE MOW CURB TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS PER PLAN. ANY TREES LOCATED IN LAWN MUST HAVE A 4" CONCRETE TREE RING.
  - DeWitt 5 OZ. WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN.
  - ROCK MULCH TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS: 4" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL. PULL BARK MULCH MIN. 3" AWAY FROM BASE OF ALL PERENNIALS AND SHRUBS AND MIN. 6" AWAY FROM ALL TREES.
  - CONTRACTOR TO PROVIDE NEW AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED IN ALL LANDSCAPE AREAS. ALL LAWN AREA TO RECEIVE 100% HEAD TO HEAD COVERAGE WITH SPRAY AND ROTARY SPRINKLER HEADS. ALL PLANTER AREAS NEED TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB ON PROJECT. SEE IRRIGATION PLAN.

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION
08/14/2019	UT19049	

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

**811** BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER, INC.  
1-800-662-4111  
www.bluestakes.org

**DICKSON COMPANIES**  
31 NORTH CUTLER DR.  
NORTH SALT LAKE, UTAH

**DEVELOPER / PROPERTY OWNER / CLIENT**  
Developer / Property Owner:

**Client / Engineer:**  
AEURBIA  
ATTN: ANDREW BOLLSWEILER  
ANDREW@AEURBIA.COM

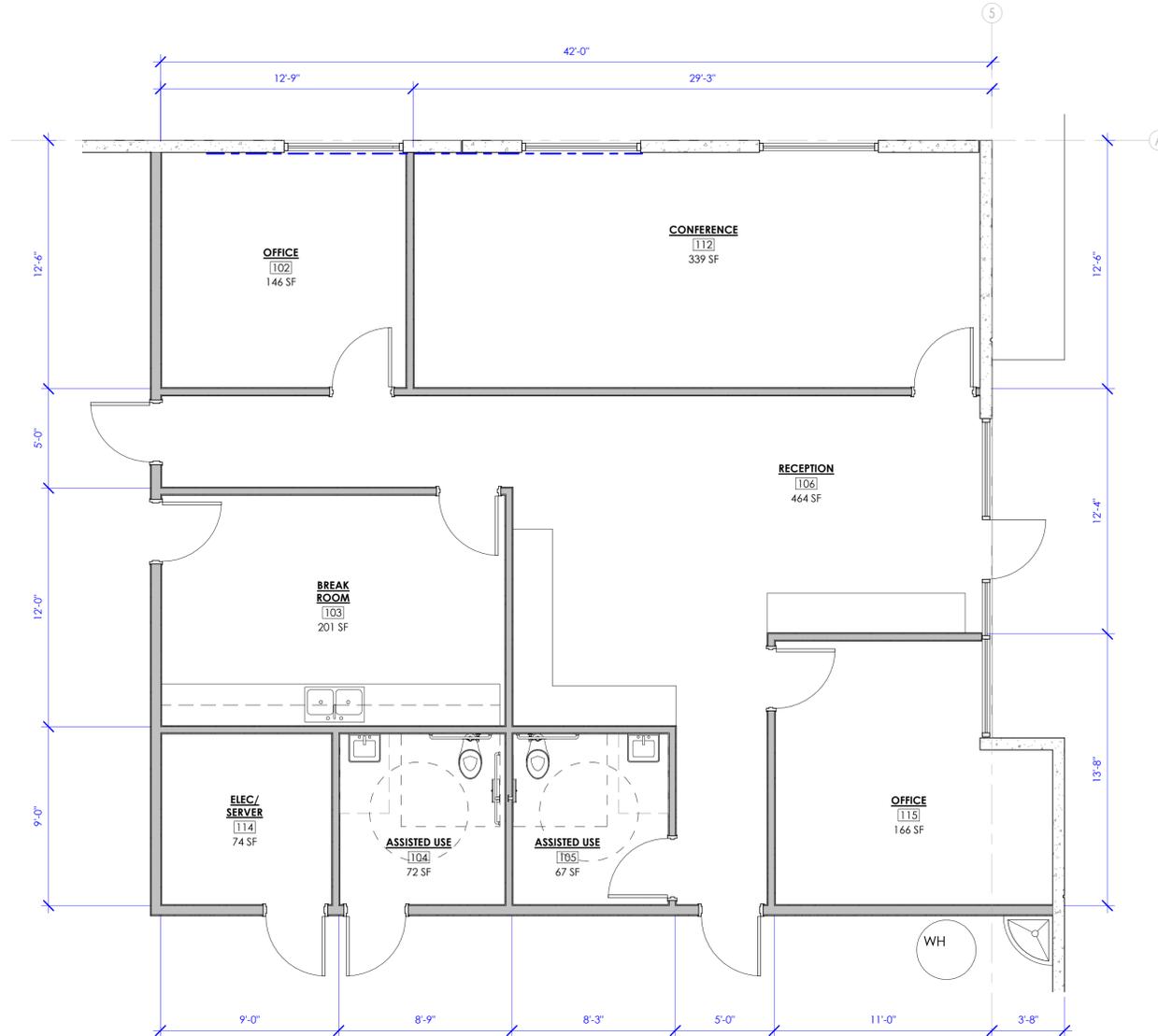
**LANDSCAPE ARCHITECT / PLANNER**

PKJ DESIGN GROUP L.L.C.  
3450 N. TRIUMPH BLVD, SUITE 102  
LEHI, UTAH 84043 (801) 960-2698  
www.pkjdesigngroup.com

**LICENSE STAMP**

PM: JTA  
DRAWN: KBA  
CHECKED: TM  
PLOT DATE: 8/14/2019

**LANDSCAPE PLAN**  
**PRELIMINARY PLANS NOT FOR CONSTRUCTION**  
**LP-1.1**



1 ENLARGED OFFICE AREA  
A203 1/4" = 1'-0"

**aeurbia**  
architects and engineers

909 West Jordan Parkway  
South Jordan, Utah 84095  
phone: 801.746.0456 - fax: 801.575.6456  
website: aeurbia.com

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

7/15/2019 3:26:35 PM

# NSL SPEC OFFICE WAREHOUSE NORTH SALT LAKE

MARK	DATE	DESCRIPTION

AE2019.147

ENLARGED  
OFFICE & VIEW

DATE: JULY 31, 2018

SHEET #:

**A203**

COPYRIGHT  
AE URBIA, LLC.



# 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:** September 3, 2019  
**SUBJECT:** Consideration of a General Development Plan & P-District Rezone for NSL Business District at 1005 West Center Street

---

### RECOMMENDATION

The Planning Commission recommends approval to the City Council the proposed General Development Plan for NSL Business District located at 1005 West Center Street with the following conditions to be incorporated within the final zone change and development agreement approval:

1. Verification of approval for improvements to Davis County Storm Water ditch
2. Amendment to the plan to show the Redwood Road landscaping cross section and trail and landscape along Center Street
3. Amendment to the plan to show a north/south trail along the storm drain canal

### BACKGROUND

The proposed general development plan is located at 1005 West Center Street and is bounded by Center Street, Redwood Road, I-215 and Legacy Highway. The property is approximately 67 acres in size. The proposed General Development Plan and P-District Zone would develop the property into 11 office/warehouse buildings containing approximately 900,000 sq. ft. west of the Davis County storm drain canal. East of the canal the proposal is to develop commercially with retail, food, a C-store, offices, and hotels, etc.

According to the 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 P-District contains no residential components and is more general in nature than previous P-Districts. The site will be developed in phases, the first phases will entail the subdivision of the properties and subsequent site plan reviews, including full architectural review of each building by the Planning Commission.

The developer has designed a plan that addresses the proposed layout and landscaping of the site, as well as provided examples of the type of architecture proposed for the office/warehouse buildings. The developer will work closely with the staff to draft architectural standards for implementation with the Development agreement that will be approved with final zone change.

The Development Review Committee discussed several issues that will be addressed in the Development Agreement or require additional cooperation between the City and the Developer, as follows:

1. Water feature-will the County allow this to be improved with landscaping, what access will they need to maintain the ditch? (I have received an email that a permit will be required from the county and that one side of the ditch will need to be free of trees and provide a minimum 20' wide access easement for maintenance)
2. The plan will need to show the Redwood Road cross section, namely the landscaping behind the curb is required to be 24' with an 8' meandering trail, and street trees from our approved list.
3. The trail and landscaping along Center street will also need to be added
4. Parking lot landscape islands are required (9x18') every 20 parking spaces
5. Work with UDOT to gain approval of the main road access and traffic signal
6. Submission of a traffic study prior to preliminary plan addressing any needed additional right of way dedication on Center Street
7. Determination regarding the main road being private road if UDOT does not allow a traffic signal at the intersection
8. Explore shared access or cross easement access for redevelopment of the Ball and Kelly properties
9. Development of appropriate land uses that will be permitted in the development that are compatible with the goals of the redevelopment area and are desirable to the City and the developer, including a hotel on the site

### **POSSIBLE MOTION**

I move that the City Council approve the General Development Plan for the NSL Business District at 1005 West Center Street with the following conditions:

1. Verification of approval for improvements to Davis County Storm Water ditch
2. Amendment to the plan to show the Redwood Road landscaping cross section and trail and landscape along Center Street
3. Amendment to the plan to show a north/south trail along the storm drain canal

### Attachments

- 1) Aerial Map
- 2) Conceptual Site Plan



Center St.

Redwood Rd.





# 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:** September 3, 2019  
**SUBJECT:** Consideration of **Ordinance 2019-10**: An ordinance rezoning property located at 656 North Orchard Drive from Commercial Shopping (CS) to P-District and approving **Resolution 2019-34R** entering into a Development Agreement **2019-43A** for The Winnie, Ph. 2

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### RECOMMENDATION

The Planning Commission recommends approval to the City Council the approval of the proposed P-District Rezone and Development Agreement and Final Plat for The Winnie Phase 2 located at 646 North Orchard Drive with the following conditions:

1. The addition of sidewalk on the north side of unit 71 be added to the final plat and construction drawings
2. The relocation of bus stop be approved by UTA
3. The Fire Marshal approve the balcony overhangs into shared private lane
4. The street lights be the design standard recommended by the city with cut off fixtures.
5. The windows on the front and side facades shall be architectural grade windows or be trimmed.

### BACKGROUND

The General Development Plan was approved by the City Council on July 16, 2019. The final step for the P-District rezone is the approval of the development agreement along with the final plat, which is an amendment to The Winnie Ph. 1, lot 54. The City Council reduced the total number of units permitted to 18 townhomes with no tandem garages and a dog park area as an amenity.

### REVIEW

The final plat has been reviewed for compliance with terms agreed upon in the development agreement and P-District rezone, as well as the subdivision ordinance. The final plat and the construction drawings require the following redline corrections:

1. Final Plat & Construction Drawings: addition of sidewalk north of unit 71
2. Verification of bus stop location to be approved by UTA;

3. The approval of balcony overhangs into shared private lane

The Planning Commission requested that the windows on the front and side facades be of architectural grade quality with an improved finish or trim to add dimension to the buildings. Language has been added to the architectural standards in the development agreement to address this request. The Planning Commission also recommended the agreement require the new residential street light with the cut off fixture be used in the development.

#### **POSSIBLE MOTION (Rezone)**

I move that the City Council approve **Ordinance 2019-10**: An ordinance rezoning property located at 656 North Orchard Drive from Commercial Shopping (CS) to P-District and approving **Resolution 2019-34R** entering into a Development Agreement **2019-43A** for The Winnie, Ph. 2 with CW Land 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 streets proposed are suitable and adequate to carry anticipated traffic, and increased densities 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 and amenities 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.

#### **POSSIBLE MOTION (Final Plat)**

I move that the City Council approve the proposed final plat for the Winnie Phase 2 PUD at 646 North Orchard Drive with the following conditions:

1. The addition of sidewalk on the north side of unit 71 be added to the final plat and construction drawings
2. The relocation of bus stop be approved by UTA
3. The Fire Marshal approve the balcony overhangs into shared private lane

#### Attachments

- 1) Aerial

- 2) ORD2019-10
- 3) RES2019-34R
- 4) Development Agreement (2019-43A)
- 5) Final Plat
- 6) Site Plan
- 7) Landscape Plan



**ORDINANCE NO. 2019-04**

**AN ORDINANCE AMENDING THE CITY OF NORTH SALT LAKE ZONING MAP BY CHANGING THE ZONING OF PROPERTY LOCATED GENERALLY AT 646 NORTH ORCHARD DRIVE WITHIN THE CITY OF NORTH SALT LAKE, STATE OF UTAH, FROM COMMERCIAL SHOPPING TO P, PLANNED DISTRICT.**

**WHEREAS**, the City of North Salt Lake has received an application from CW Land LLC to amend the zoning for property located generally at 646 North Orchard Drive from CS, Commercial Shopping 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 0.83 acres of property located generally at 646 North Orchard Drive within the city limits of the City of North Salt Lake, and more particularly described as Davis County parcel number 01-504-0054, from CS, Commercial Shopping 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 3rd DAY OF SEPTEMBER, 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:

ALL OF LOT 54, WINNIE - PUD, THE. CONT. 0.83000 ACRES.

**RESOLUTION NO. 2019-34R**

**A RESOLUTION OF THE CITY OF NORTH SALT LAKE  
CITY COUNCIL APPROVING ENTERING INTO A  
DEVELOPMENT AGREEMENT FOR  
THE WINNIE PHASE 2 PUD**

**BE IT HEREBY RESOLVED** that the City Council of the City of North Salt Lake authorizes the Mayor to execute, in behalf of the City of North Salt Lake, the Development Agreement for The Winnie Phase 2 (2019-43A).

APPROVED by the City Council of the City of North Salt Lake, Utah, this 3rd day of September, 2019.

BY THE CITY COUNCIL:

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

ATTEST:

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

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
James Hood	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

**DEVELOPMENT AGREEMENT**  
**THE WINNIE PHASE 2 AT NORTH SALT LAKE**

**THIS DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the          day of          2019 (the “Effective Date”), by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation (the “City”), and **CW THE WINNIE KEEP, 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 eighteen (18) unit townhome planned unit development (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 The Winnie Phase 2 and is generally located at 646 North Orchard Drive in the City of North Salt Lake (the “Project”).

E. Pursuant to the City’s approval of the General Development Plan on the 16<sup>th</sup> day of July, 2019, the Plan consists of eighteen (18) units with associated parking, landscaping and other improvements. A copy of the approved General Development Plan is attached hereto as **Exhibit “B”**, modified for a total of eighteen (18) residential units with no tandem garages.

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, 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, and thereafter to lease, rent, or sell all constructed units within the Project. 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"). Developer may extend the Term by an additional five (5) years so long as Developer has, prior to expiration of the Term, used good faith efforts to progress the Project.

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 entitled "Site Plan & Landscape Plan". Parking shall be provided at a rate of 2.45 parking spaces per unit, including 2 spaces per garage/unit side by side and not in tandem. The Developer shall provide within the codes, covenants, and restrictions ("CC&Rs") a statement indicating that the residents of The Winnie Phases 1 & 2 and shall have equal access to common area amenities, guest parking, and vehicular access, regardless of rental or ownership status of each unit.

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 units within the Project. These specific rules and standards are shown in **Exhibit "E"** of this Agreement and are entitled, "Architectural Standards for The Winnie Phase 2".

d. Phasing Plan. The Developer intends to develop the Project in one phase, provided Developer reserves the right to commence vertical construction either (a) on a building by building basis in the ordinary course of its development, or (b) all buildings at the same time.

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 that constitute public improvements, if any. The Developer agrees to construct all required public improvements, at its expense.

f. Transit Facilities. The Developer agrees to install an eight (8) foot by sixteen (16) foot concrete pad within the park strip along Orchard Drive in the location shown on the **Exhibit "C"** site plan, or as otherwise directed by the Utah Transit Authority (UTA). The Developer shall be responsible for contracting with UTA for the installation of a park bench and trash container per the UTA Bus Stop Master Plan.

g. Amenity. The Developer agrees to install for the use and enjoyment of the residents of the Project a fenced in area for dogs as shown on the approved General Development Plan in the form attached **Exhibit "B"** and as located on the approved Site Plan in form attached "**Exhibit C**". Such amenity shall be owned in common and maintained by the homeowner's association as required by the CC&Rs recorded at the office of the County Recorder with the final plat.

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; provided, however, that the Developer is pre-approved to effectuate any assignment to an affiliate of the Developer without further consent from the City, provided that condition (a) above is satisfied. For purposes of this section, the term "affiliate" shall refer to any entity under common control or ownership with the Developer.

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:	CW The Winnie Keep, LLC Attn: Darlene Carter 1222 W. Legacy Crossing Blvd., Suite 6 Centerville, Utah 84014
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**

CW THE WINNIE KEEP, LLC,  
a Utah limited liability company

By: CW URBAN, LLC,  
a Utah limited liability company  
Its: Manager

---

By: Darlene Carter  
Its: Authorized Agent



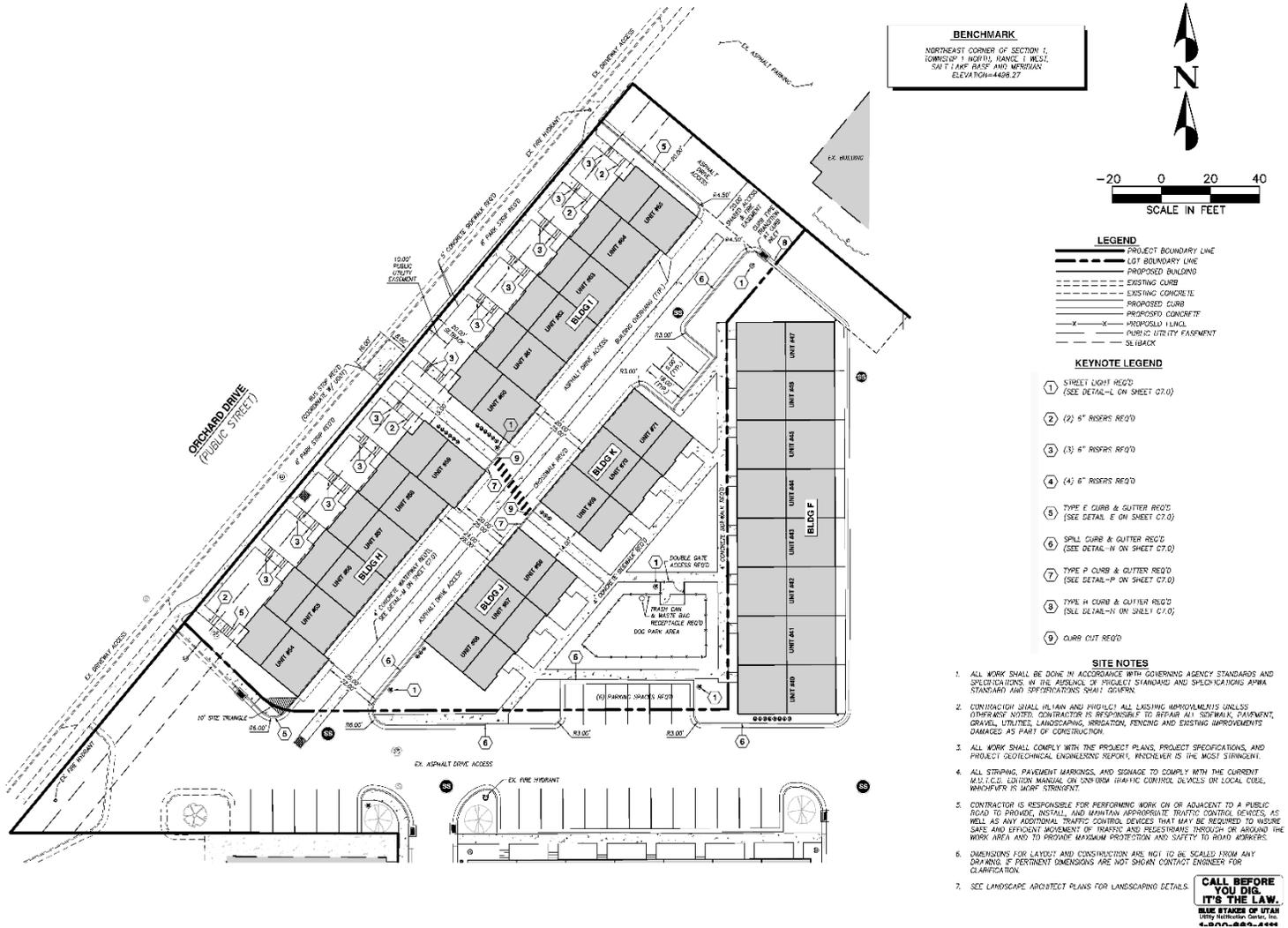
**EXHIBIT "B"**  
**GENERAL DEVELOPMENT PLAN**

The General Development Plan for the The Winnie Phase 2 project approved by the City Council on the 16<sup>th</sup> day of July, 2019.





Figure C.2 Site Plan





## EXHIBIT “D”

### THE WINNIE PHASE 2- P DISTRICT LAND USE STANDARDS

1. Purpose. This Exhibit outlines the standards pursuant to which The Winnie Phase 2 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 2 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 site plan.
  - e. Setbacks:
    - i. Setbacks on the property shall be as depicted on the approved final plat, with a minimum of twenty (20) feet from the right-of-way line for the units fronting Orchard Drive.
  - f. 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.
  - g. Minimum Landscape Percentage.
    - i. The minimum landscape percentage for the entire development shall be 30%.
  - h. 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, open space amenities, etc.
  - i. Fence:
    - i. All fencing shall be in accord with City Code Section 10-1-33, as amended.
    - ii. The dog park area shall be fenced with a decorative metal fencing with a minimum height of four (4) feet.
  - j. Parking shall be provided as follows
    - i. Each unit shall include a two (2) car garage, for a total of 36 spaces.

- ii. Guest parking shall be provided in the amount of 9 spaces, as shown on the final Site Plan.

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

4. Live Work Units Uses.

a. Operating Standards

- i. Occupancy. A live/work or work/live unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one member shall be the business operator.
- ii. No portion of a live/work or work/live unit may be separately rented or sold as a commercial space for any person not living in the premises or as a residential space for any person not working in the same unit.
- iii. Up to two persons who do not reside in the live/work or work/live unit may work in the unit.

b. Signage:

- i. Live work units shall be permitted one projecting sign consistent with the architectural design of the building. The sign shall be mounted perpendicularly to the building with a minimum clearance of eight (8) feet. The maximum size shall be six (6) square feet. Appropriate projecting sign example:



- ii. Window signs are allowed for ground floor windows only. Window signs shall not cover more than fifty percent (50%) of any single window, nor more than thirty percent (30%) of the entire surface area of a group of windows on each live work unit. Appropriate window sign examples:



- iii. A-Frame/Post-Style Commercial Sidewalk signs are permitted subject to the following performance standards:
  1. Maximum height-4 feet
  2. Maximum sign area-2 x 2 feet.
  3. Sign frame shall be constructed of black wrought iron or similar metal material.
  4. Sign can only be displayed during business hours.
  5. One sign allowed per business.
  6. Sign shall not impede pedestrian traffic or pose a safety hazard.
  7. Example temporary sign:



- iv. Prohibited signs:
  1. Permanent signs that are designed to rotate or move by any means.
  2. Signs mounted on trailers.
  3. Signs with exposed braces and guy wires.
  4. Signs with blinking, flashing or moving lights, not including time/temperature and similar public service displays.
  5. Signs with changeable copy.
  6. Flags or banners, balloons, or inflatable signs.
  7. Examples of prohibited signs:



- c. Permitted Uses
  - i. Artisans
  - ii. Retail, small (apparel, accessories, crafts, general merchandise etc.)
  - iii. Office, Professional
  - iv. Repair, small miscellaneous (computers, jewelry, clocks, etc.)
  - v. Personal service (beauty/nail salon, etc.)
  - vi.

- d. Prohibited Uses
  - i. Adult businesses
  - ii. Automotive repair, maintenance, body shop, etc.
  - iii. Manufacturing/Industrial Uses
  - iv. Outdoor displays
  - v. Pawn Shops, Payday Loans, Check Cashing, etc.
  - vi. Restaurants, food service
  - vii. Storage of flammable liquids or hazardous materials beyond that normally associated with a residential use
  - viii. Tobacco specialty stores
  - ix. Vehicle maintenance or repair (e.g., body or mechanical work, including boats and recreational vehicles), vehicle detailing and painting, upholstery, etc.).
  - x. Welding, machining, or any open flame work;
  - xi. Any other activity or use, as determined by the Community Development Director to not be compatible with residential activities and/or to have the possibility of affecting the health or safety of live/work unit residents, because of the potential for the use to create dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration or other impacts, or would be hazardous because of materials, processes, products, or wastes.

## EXHIBIT "E"

### ARCHITECTURAL STANDARDS FOR THE WINNIE PHASE 2

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 The Winnie Phase 2 and for maintaining an orderly construction environment. These guidelines will be used by the Declarant in conjunction with the CC&Rs, and any undefined terms shall have the same meaning as contained therein.

#### Design Standards:

##### A. Exterior Elevations & Floor Plans

All exterior residential elevations shall be consistent with general scheme and design as depicted below and as approved in the General Development Plan for The Winnie Phase 2. 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-garage side by side garages. Modification of interior floor plans shall be permissible at the discretion of the Developer.

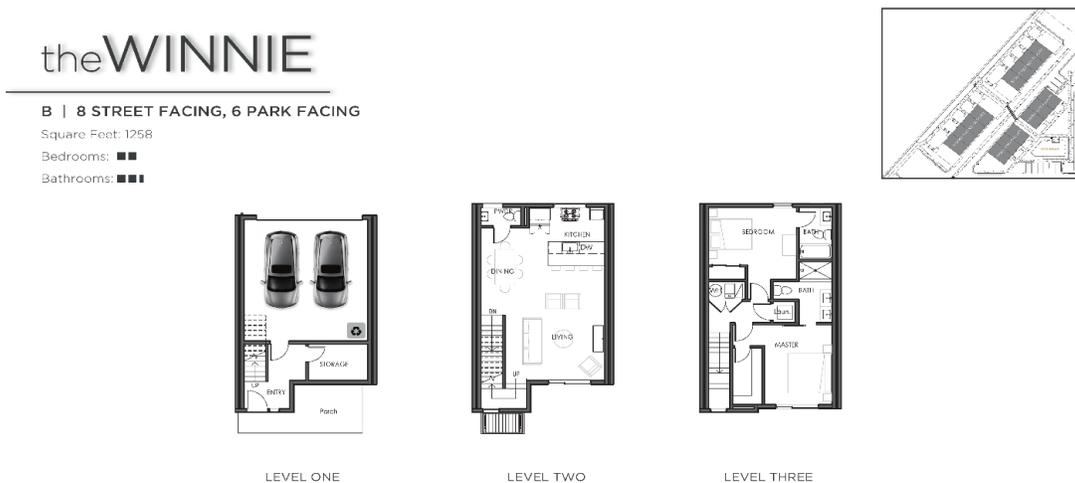


the WINNIE

---

**A | 4 MIXED USE**  
 Square feet: 1469  
 Bedrooms: ■■■  
 Bathrooms: ■■■■





c.w. URBAN 646 N Orchard Drive, North Salt Lake, UT

## B. Exterior Finishes 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 the general color pallet in the above examples.

## C. Windows

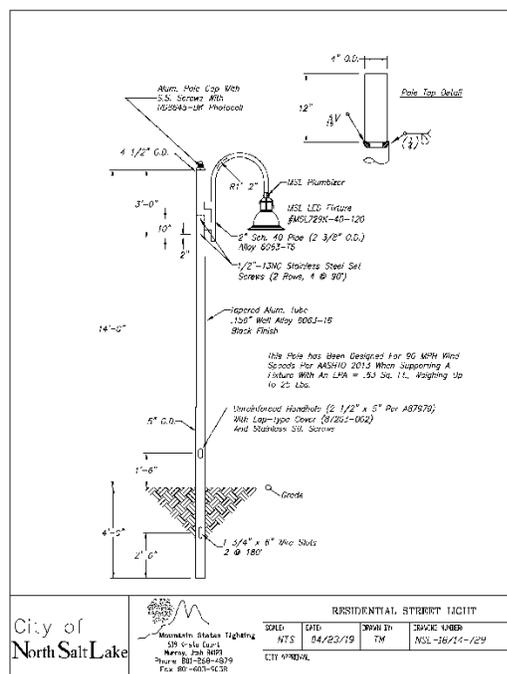
The windows on the fronts and rear facades of the units shall be architectural grade or shall be trimmed in a manner to enhance the modern architectural style of the buildings and add dimension on the facade. Window sizes may be modified upon approval of the Community Development Director.

## D. 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.

## E. 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.

## F 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.

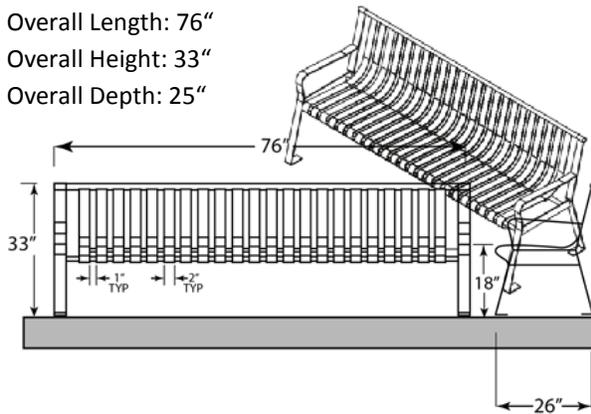
## G. Mailboxes

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.

## H. Bus Stop

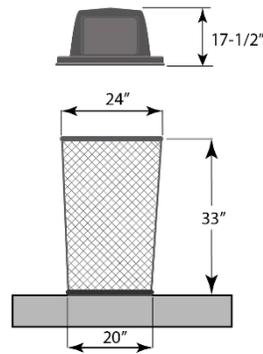
Improvements to the UTA bus stop shall be level II improvements including a park bench and trash enclosure as detailed in the UTA Master Bus Stop Plan and illustrated in the figures below:

- Overall Length: 76"
- Overall Height: 33"
- Overall Depth: 25"



- Seat Height: 18"
- Seat Slats: 2" wide (3/16" gauge) mild steel slats with 1" space
- Legs and brace: 1/4" gauge mild steel legs and cross braces
- Center Brace: 1/2" steel rod
- Tube Rails: 1" (14 gauge)
- Finish: Electrostatically applied polyester power coated over shot blasted and zinc primer coated substrate
- Hardware: Benches should be knock-down condition in the largest modular sections possible. Benches will be assembled upon delivery by UTA personnel
- Mounting: Surface mount is required with mounting hardware
- Warranty: Benches should be fully warranted from defects for 1 year from date of delivery

- Black colored
- 26" x 17-1/2"



- Wide rim and tight-fitting door
- Rain deflector
- Fits the Huskee container model #4442, 4443 & 4444

### Trash Container

- Dimensions: 33" high x 24" Top Dia. and 19" Bottom diameter
- Weight: 33 lbs.
- Finish: Hot dipped galvanized
- Capacity 45 gal.
- UPS: Can ship UPS. Ships at UPS 70 LB. rate
- Sides are Constructed of 16 gauge steel, base is constructed of 18 gauge steel
- Color: Galvanized Steel

### Trash Container Dome Top

**EXHIBIT "F"**  
**RECORDABLE MEMORANDUM OF AGREEMENT**

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RECORDING REQUESTED BY AND  
WHEN RECORDED PLEASE RETURN TO:

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

**MEMORANDUM OF AGREEMENT**

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

Developer and the City have entered into that certain "Development Agreement for "The Winnie Phase 2 \_\_\_\_\_"", dated \_\_\_\_\_, 2019 \_\_\_\_\_ (referred to herein as the "Agreement") regarding the real property to be known as the The Winnie Phase 2 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”**

CW THE WINNIE KEEP, LLC,  
a Utah limited liability company

By: CW URBAN, LLC,  
a Utah limited liability company

Its: Manager

\_\_\_\_\_  
By: Darlene Carter  
Its: Authorized Agent

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

All property included in Davis County Parcel Identification numbers: 01-504-0054 and containing approximately 0.83 acres.

ALL OF LOT 54, WINNIE - PUD, THE. CONT. 0.83000 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:** Ken Leetham, City Manager

**DATE:** September 3, 2019

**SUBJECT:** Proposed Consideration of Resolution 2019-33R: A resolution entering into a new Statewide Utility License Agreement with Utah Department of Transportation (UDOT)

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### **RECOMMENDATION**

I recommend approval of the proposed resolution adopting a new Statewide Utility License Agreement with UDOT.

### **BACKGROUND**

The attached document is an agreement that should always be in place between the City and UDOT. The current agreement is set to expire on September 14, 2019. The new agreement is virtually identical to the existing agreement, though several word changes have been made in the current agreement. By signing this agreement, the City will be committing to processes, protocols, construction practices and procedures during emergencies that are essentially required by State code and by UDOT policies in order to obtain needed permits in UDOT rights-of-way.

**RESOLUTION NO. 2019-33R**

**A RESOLUTION OF THE CITY OF NORTH SALT LAKE  
CITY COUNCIL TO APPROVE ENTERING INTO A STATEWIDE UTILITY  
LICENSE AGREEMENT (NON-INTERSTATE) WITH THE UTAH  
DEPARTMENT OF TRANSPORTATION (UDOT)**

**WHEREAS** the Utah Department of Transportation (UDOT) has a Statewide Utility License Agreement (SULA) on file with the City of North Salt Lake (City) dated March 4, 2014; and

**WHEREAS** UDOT is updating and replacing all SULAs that are more than 5 years old to bring them into conformance with current rules (R930-&) and form.

**BE IT HEREBY RESOLVED** that the City Council of the City of North Salt Lake authorizes the City Manager to execute, in behalf of the City of North Salt Lake, a Statewide Utility License Agreement with the Utah Department of Transportation (2019-41A).

APPROVED by the City Council of the City of North Salt Lake, Utah, this 3rd day of September, 2019.

BY THE CITY COUNCIL:

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

ATTEST:

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

City Council Vote as Recorded:

<i>Name</i>	<i>vote</i>
Lisa Baskin	_____
James Hood	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____



City of North Salt Lake  
10 E. Center Street  
North Salt Lake, UT 84054  
Federal ID No. 87-6000626  
NSL 2019-41A

## STATEWIDE UTILITY LICENSE AGREEMENT NON-INTERSTATE

This **AGREEMENT** is made by and between the **Utah Department of Transportation**, (“UDOT”) and **City of North Salt Lake** (“City”), a political subdivision of the State of Utah. Each as party, (“Party”) and together as parties, (“Parties”).

### RECITALS

**WHEREAS**, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities (“Facilities”) within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

**WHEREAS**, the terms of this agreement shall apply to all issued encroachment permits; and

**WHEREAS**, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

**WHEREAS**, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

### AGREEMENT

**NOW THEREFORE**, the Parties agree as follows:

- LICENSE:** UDOT grants a non-exclusive license to the City for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
- UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that the City files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.
- APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the City to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.
- RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific



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North Salt Lake, UT 84054  
Federal ID No. 87-6000626

encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.

5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit, and with state and federal laws and regulations. UDOT's inspection does not relieve the City of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The City is responsible for UDOT's inspection costs.
6. **COSTS:** The City shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The City shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The City shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The City shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The City shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The City shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The City shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The City shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.
10. **EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the City or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the City or its representative shall immediately contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the City, emergency work may be performed by a bonded contractor, public agency, or a utility



company. In all cases the City shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.

11. **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the City's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the City's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by the City, and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
12. **ACCESS:** Access for Facilities installation on the UDOT right-of-way shall be allowed only by a permit issued by UDOT to the City. The City will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6 as amended.
13. **MAINTENANCE:** The City shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the City fails to maintain its Facilities, UDOT may notify the City of any required maintenance needs. If the City fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the City of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the City shall reimburse UDOT for its cost.
14. **LIABILITY:** The City is not required to post a continuous bond as long as the City is a current member of the Utah Local Governments Trust. If the City is not a current member, the City shall maintain continuous commercial general liability (CGL) insurance with UDOT as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate. The liability of the City shall not be limited to the amount of the insurance policy. The policy shall protect the City and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the City's operations in the right-of-way. The City shall notify UDOT immediately in writing at the address listed below if this insurance is planned to be terminated or is terminated.

Or the City shall be self-insured to the limits stated in the Governmental Immunity Act, Utah Code Section 63G-7-604(1). Evidence of self-insurance must be provided by a letter from the City's Attorney or Risk Department. The City shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the City and UDOT as additional insureds. Such insurance shall protect the City and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from



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Federal ID No. 87-6000626

work or operations performed in the right-of-way by itself, contractors, subcontractors or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations. This insurance coverage shall be maintained for a continuous period until the City's Facilities are removed from UDOT's right-of-way.

Statewide Railroad and Utilities Director  
Utah Department of Transportation  
4501 South 2700 West  
Salt Lake City, Utah 84114-8460

UDOT may require a bond from the City for encroachment permits issued under this agreement. Utah Administrative Code R930-7-6(6)(b). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the City to UDOT standards. The liability of the City shall not be limited to the amount of the bond.

The City will indemnify, defend, and hold harmless UDOT, its employees, and the State of Utah from responsibility for any damage or liability arising from City's construction, maintenance, repair, or any other related operation during the utility construction or as a result of the work pursuant to permits issued under this agreement.

15. **CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for the following: a) any failure on the part of the City to comply with the terms and conditions set forth in the license agreement or the encroachment permit; and b) the failure of the City to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the City. Prior to any cancellation, UDOT shall notify the City in writing, setting forth the violations, and will provide the City a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT's authority under Utah Administrative Code R930-7.
16. **ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
17. **SUCCESSORS AND ASSIGNS:** All obligations and agreements herein contained shall be binding upon the parties, their successors and assigns.
18. **FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The City



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shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the City will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the City shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the City's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the City must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the City was granted a deviation, the City must provide the permit describing the deviation.

19. **TERMINATION OF LICENSE AGREEMENT:** This agreement will terminate in five years unless both Parties agree in writing within the five years to renew the agreement for an additional five years. However, this agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active encroachment permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits and R930-7. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (14) above continues until City's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this agreement shall survive termination of the agreement.

20. **MISCELLANEOUS:**

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.
- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.



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- d. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and City.
- e. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- f. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- g. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- h. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- i. The date of this agreement is the date this agreement is signed by the last Party.



City of North Salt Lake  
10 E. Center Street  
North Salt Lake, UT 84054  
Federal ID No. 87-6000626

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

Approved by City of North Salt Lake

By: \_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Name: (printed) Title

**FOR THE UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Corey D. Nelson, PE, PTOE Date  
Statewide Railroad and Utilities Director

**APPROVED AS TO FORM:** This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation on March 5, 2019.



## NORTH SALT LAKE ENGINEERING

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

LEONARD ARAVE  
Mayor

PAUL OTTOSON, PE  
City Engineer

### **MEMORANDUM**

To: Honorable Mayor & City Council  
From: Karyn Baxter  
Date: August 19, 2019  
Subject: Miscellaneous Street Preservations 2019 – 1100 North

### **RECOMMENDATION**

Staff recommends awarding the Miscellaneous Street Preservations 2019 to Consolidated Paving & Concrete, Inc. for the price of \$121,283.60.

### **BACKGROUND**

1100 North is a major arterial, with a high volume of traffic and much greater vehicular weight than a typical residential street. The asphalt is beginning to deteriorate from the extreme traffic loading, and staff is therefore recommending applying a chip seal course topped with a fog seal for the section from Redwood Road to the east of the mainline UPRR and UTA tracks. The area from the railroad tracks to I-15 was completed last year with a mill and asphalt overlay, which will be treated with a Type III Slurry. A map is attached showing treatment locations.

The City received three bids and they are shown below:

Contractor	Price
Consolidated Paving & Concrete, Inc.	\$121,283.60
Advanced Paving & Construction	\$145,491.00
Engineer's Estimate	\$125,675.00

### **POSSIBLE MOTION**

I recommend City Council award the Miscellaneous Street Preservations 2019 to Consolidated Paving & Concrete for the price of \$121,283.60.

Miscellaneous Street Preservations 2019 – 1100 North



**LEGEND**

-  CHIP AND FOG SEAL
-  TYPE III SLURRY





# CITY OF NORTH SALT LAKE

## LOCAL BUILDING AUTHORITY NOTICE & AGENDA

September 3, 2019

8:00 p.m.

Posted August 29, 2019

Notice is given that the Local Building Authority of the City of North Salt Lake will hold a meeting on TUESDAY, SEPTEMBER 3, 2019 at 8:00 p.m. at the North Salt Lake City Hall. Some members may participate electronically. The following items of business will be discussed; the order of business may be changed as time permits.

### REGULAR SESSION

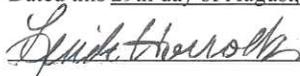
1. Consideration of **Resolution LBA 2019-01R**: A resolution authorizing the purchase of property located at 121 West 150 North and authorizing the City Manager to sign all documents related to this purchase.

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 29th day of August, 2019.

Dated this 29th day of August, 2019.

  
\_\_\_\_\_





# 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:** The Local Building Authority of the City of North Salt Lake

**FROM:** Ken Leetham, City Manager

**DATE:** September 3, 2019

**SUBJECT:** Consideration of Resolution 2019-01R: A resolution authorizing the purchase of property located at 121 West 150 North and authorizing the City Manager to sign all documents related to this purchase.

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### **RECOMMENDATION**

I recommend approval of Resolution 2019-01R which authorizes the purchase of property located at 121 West 150 North and authorizes the City Manager to sign all documents related to the property purchase.

### **BACKGROUND**

As we discussed in a recent closed executive session of the City Council, we have negotiated the purchase of property located at 121 West 150 North. This parcel is one of the properties planned for future expansion of Hatch Park. The purchase price for the property is \$220,368. The attached resolution is the official approval by the Building Authority for the property purchase. The resolution also designates that the City Manager is authorized to sign the closing documents for this transaction. This delegation of signing authority is allowed in the bylaws of the Building Authority.



# **Hatch Park Expansion**

Acquisition Opportunities

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121 West 150 North

# Ludwig Home

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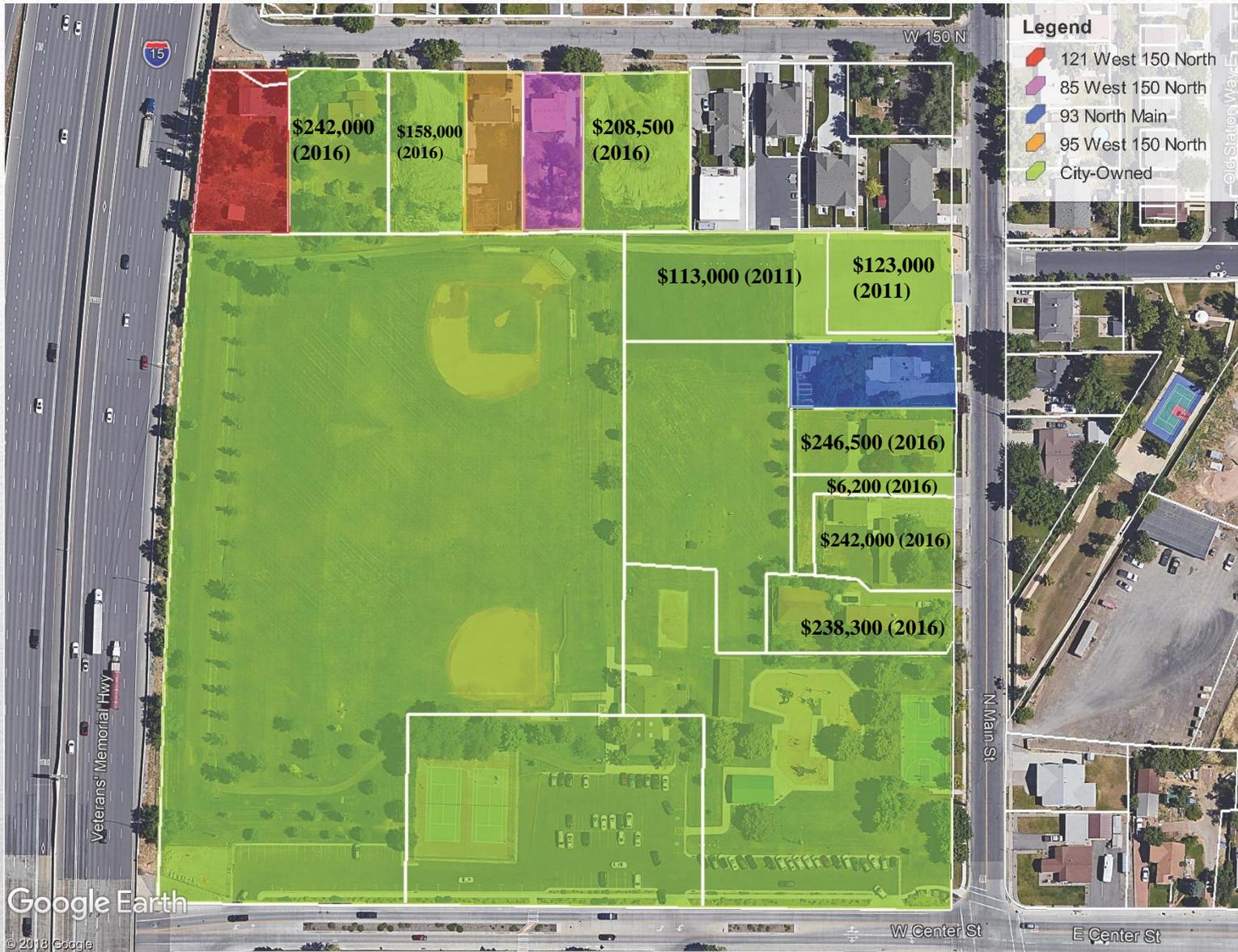
Google Earth

© 2018 Google

121 West 150 North

# Ludwig Home

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**Total Acquisition Funds Already Expended = \$1,577,500**

<b>93 North Main Street</b>	<b>\$ 213,000</b>
<b>85 West 150 North</b>	<b>\$ 157,000</b>
<b>95 West 150 North</b>	<b>\$ 166,000</b>
<b>121 West 150 North</b>	<b>\$ 220,000</b>
<b>Total</b>	<b>\$ 756,000</b>

**RESOLUTION NO. LBA-2019-01R**

**A RESOLUTION AUTHORIZING THE PURCHASE OF THE HOME AND PROPERTY LOCATED AT 121 WEST 150 NORTH, AND AUTHORIZING THE CITY MANAGER TO SIGN ALL CLOSING DOCUMENTS RELATED TO THE PURCHASE.**

WHEREAS, the Local Building Authority of North Salt Lake Utah (LBA) was established on August 30, 2016; and,

WHEREAS, the purpose of the LBA is to acquire, improve, or extend improvements, facilities, or properties and appurtenances to them that the City is authorized or permitted by law to acquire; and,

WHEREAS, the LBA has previously purchased five properties within the Hatch Park expansion area; and,

WHEREAS, the City has identified the property located at 121 West 150 North, North Salt Lake Utah as also being within said Hatch Park expansion area; and,

WHEREAS, the Governing Body of the LBA finds that it is in the public interest to improve and expand Hatch Park.

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

1. Staff is hereby instructed and authorized to set aside \$220,368.80 from the City's General Fund for the purchase.
2. The City Manager is hereby instructed and authorized to sign any closing documents related to the purchase of the home located at 121 West 150 North, North Salt Lake Utah.
3. The resolution hereby adopted shall be effective immediately.

PASSED and APPROVED this 3rd day of September, 2019.

LOCAL BUILDING AUTHORITY OF THE  
CITY OF NORTH SALT LAKE, UTAH:

ATTEST:

\_\_\_\_\_  
Leonard K. Arave, President

\_\_\_\_\_  
Linda D. Horrocks, Secretary

Board of Trustees Vote as Recorded:

Name vote

James Hood	_____
Brian Horrocks	_____
Lisa Watts Baskin	_____
Ryan Mumford	_____
Stan Porter	_____