



# CITY OF NORTH SALT LAKE

---

## CITY COUNCIL MEETING

### NOTICE & AGENDA

MARCH 16, 2021

Work Session: 6:00 pm – Regular Session 7:00 pm

Posted March 11, 2021

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **MARCH 16, 2021** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm in the Council Chambers followed by the regular session at 7:00 pm. Some members may participate electronically.

The public can view the meeting electronically via Zoom link on page 2.

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. Department Report: Community Development
2. Report on road closures and traffic control plans for upcoming construction projects.
3. Approval of City Council Minutes - March 2, 2021
4. Action Items
5. Council Reports
6. Adjourn

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

1. Introduction by Mayor Len Arave
2. Invocation and Pledge of Allegiance ~ Council Member Stan Porter
3. Citizen Comment
4. Public Hearing: Consideration of **Ordinance 2021-03**: An ordinance vacating the rear yard public utility easement on lots 1511-1515 Eaglepointe Estates, Ph. 15 adjacent to Tunnel Springs Park.
5. Consideration of a concept plan for Altyn Vista PUD located at 340 North Orchard Drive, Brad Buehner, applicant.
6. Consideration of **Ordinance 2021-04**: An ordinance amending Land Use Code, Title 10, Chapter 1, Definitions and Chapter 25, Commercial Highway Zone to include a permitted use “Artisan and Craftsman Industry”, Mark Pantelakis, applicant.

7. Consideration of **Resolution 2021-08R**: A resolution approving a consulting services agreement (**Agreement 2021-12A**) with Hayes Godfrey Bell, PC for city attorney services and appointing a City Attorney.
8. Consideration of proposed award of bid for the 1100 North Redwood Road Sidewalk Project to Post Construction in the amount of \$88,830.
9. Consideration of **Resolution 2021-07R**: A resolution approving entering into **Agreement 2021-05A**: an Interlocal Cooperation Agreement for Municipal Election Services with Davis County.
10. Mayor’s Report
11. City Attorney Report
12. City Manager Report
13. 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*

The public is invited to attend all City Council meetings. This meeting will be held electronically via Zoom, with joining information below:  
Zoom link for Tuesday’s City Council Meeting:

NSL Staff is inviting you to a scheduled Zoom meeting.

Topic: 3-16-21 City Council Meeting

Time: Mar 16, 2021 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting: <https://us02web.zoom.us/j/85677417821?pwd=c0QrZXdSNHE2NGsyZ3Q3WFFNS2xBZz09>

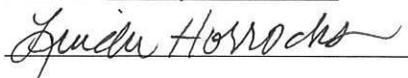
Meeting ID: 856 7741 7821

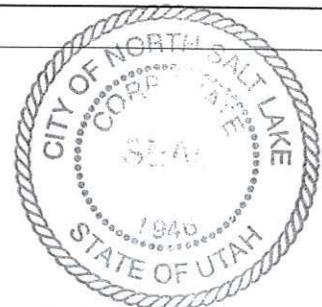
Passcode: 622609

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 11th day of March 2021.

Dated this 11th day of March 2021.





1 CITY OF NORTH SALT LAKE  
2 CITY COUNCIL MEETING-WORK SESSION  
3 MARCH 2, 2021

4  
5 **DRAFT**  
6

7 Mayor Arave called the meeting to order at 6:03 p.m.  
8

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

16 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,  
17 Public Works Director; Janice Larsen, Finance Director; David Church, City Attorney; Sherrie  
18 Pace, Community Development Director; Linda Horrocks, City Recorder; Andrea Bradford,  
19 Minutes Secretary.  
20

21 OTHERS PRESENT: Curtis Koch, Davis County Clerk/Auditor; Lorene Kamalu, Davis County  
22 Commissioner. Via Zoom: Dee Lalliss, resident; 801-936-4817, Steve Rush.  
23

24 1. ELECTION DISCUSSION-CURTIS KOCH, DAVIS COUNTY CLERK/AUDITOR  
25

26 Curtis Koch, Davis County Clerk/Auditor, reported that the first time the County clerks reviewed  
27 ranked choice voting was in 2013 and they determined it was not something they were interested  
28 in pursuing at that time. In 2018, a bill passed that allowed for a pilot program to occur in  
29 municipalities with ranked choice voting to be a municipal decision. Recent House Bill (HB)75  
30 provided a third alternative for administering ranked choice voting by allowing a City to choose  
31 whether to contract with their own County, another city, Dominion or ES&S, a county that offers  
32 the service, or a city could run ranked choice voting themselves.  
33

34 Curtis Koch stated some facts about ranked choice voting, including that if ranked choice voting  
35 was fully implemented then it would save a city money by eliminating a primary election, and it  
36 also added a level of complexity to administration and to how voters interacted with a ballot. He  
37 asked how election administrators could overcome the complexity issue and said that through the  
38 current processes, accurate administration occurred through consistency by set methods and  
39 audits. Mr. Koch said that he would support ranked choice voting if there was consistency. This  
40 would allow him to build processes, educate voters, and have confidence in ranked choice  
41 voting. He said that Davis County is not afraid of being innovative, and pointed out that 2014  
42 Davis County implemented vote by mail and in 2015, only about half the cities used this process.  
43 The County learned from this that it was a bad idea to administer two styles of elections at the

44 same time as it created confusion for residents. In 2018, due to this confusion, the County  
45 determined they would only administer vote by mail elections and cities could still offer  
46 traditional poll voting if they preferred.

47  
48 Curtis Koch spoke on the administrative challenges of a ranked choice election including audit  
49 difficulties, as there were multiple iterations on each ballot. He said that the New York Board of  
50 Elections had to order a hand recount for a ranked choice election. Mr. Koch explained that  
51 overall the County did not have confidence in ranked choice voting. He gave several reasons for  
52 this including difficulties with multiple choice options, the difficulty with transparency, being  
53 unable to release election night votes, tabulation issues, recount triggers, and the overall  
54 complexity.

55  
56 Council Member Mumford commented that he had been on the City Council for eight years and  
57 really liked the idea of ranked choice voting. He said primary elections added complexity  
58 because people had to vote twice. He pointed out the benefits of ranked choice and said that there  
59 would only be one election, which was cheaper and the potential to eliminate strategy or  
60 gamesmanship in voting per the current system. He explained that with two seats for City  
61 Council in the upcoming City election that many people may only vote for one candidate to help  
62 their candidate win.

63  
64 Council Member Horrocks commented that residents could just vote for one candidate in ranked  
65 choice voting as well. Council Member Mumford replied that residents could just vote for one  
66 candidate but if that candidate was last place then you would no longer have a vote in that  
67 election. He said gamesmanship was wrong and ranked choice encouraged supporting multiple  
68 candidates.

69  
70 Council Member Gordon said that there was gamesmanship in ranked choice voting as well.  
71 Council Member Mumford responded that if people were being encouraged to have a second  
72 choice and voted for multiple candidates then this was good gamesmanship and created kinder  
73 elections.

74  
75 Council Member Mumford gave the example of the last presidential election and how some  
76 people were not voting for the candidate they wanted but just for who they disliked the least. He  
77 said that with ranked choice voting you would always get to vote for the candidate you  
78 supported.

79  
80 Council Member Horrocks expounded on the presidential election example and said that in the  
81 case where the main two candidates were very divisive and there was a random third candidate,  
82 that everyone would vote for this third candidate as their second choice. He then said this third  
83 candidate would win, and nobody would get their first choice. Council Member Mumford replied  
84 that he would rather have a winner that most of the population could live with than someone half  
85 the people disliked.

86 Council Member Horrocks commented that this seemed like it would lead to mediocrity.

87

88 Curtis Koch addressed the issue of gamesmanship and said it could occur in both approval and  
89 ranked choice voting. He spoke on what should happen in elections, the need for consistency,  
90 and a fair and accurate study proving that ranked choice voting was the best method.

91

92 Council Member Baskin asked if success was measured by voter turnout. Curtis Koch replied  
93 that it was a right and a duty to vote and one of the successes of vote by mail allowed voters to  
94 educate themselves before election day. He said this was a representative government so voter  
95 turnout was a sign of success.

96

97 Council Member Baskin asked why a moderate candidate would be a mediocrity in the scenario.  
98 Council Member Horrocks responded that it was only in the sense that the moderate was  
99 everyone's second choice and not the first.

100

101 Council Member Mumford commented that he liked the idea of consistency and a method. He  
102 said he needed to represent the citizens in the City and their best interest. He said if citizens were  
103 educated beforehand and expectations were set, that doing ranked choice voting could be clear  
104 and transparent.

105

106 Council Member Baskin that in the last legislative session straight party voting was eliminated.  
107 She said sometimes systems were in place that made democracy more difficult to achieve. She  
108 said democracy was inconsistent, inconvenient, as well as inefficient.

109

110 Mayor Arave asked about the state of the law and if the City chose to do ranked choice voting if  
111 the County had to assist or if the City would be required to find someone else. Curtis Koch  
112 replied that per HB75 the County would not be forced to administer ranked choice but the City  
113 could administer the election or find outside assistance.

114

115 Mayor Arave asked when the City had to determine whether they would have ranked choice  
116 voting or the traditional method in the November election. Ken Leetham replied that this item  
117 would be on the next City Council agenda for decision.

118

119 Mayor Arave spoke on unincorporated areas and what Commissioner Kamalu and Curtis Koch  
120 could do to eliminate this issue. He said the City could provide services to these areas cheaper  
121 than the County could. Commissioner Kamalu replied that the three commissioners in office  
122 right now had a great interest in incorporating these areas into the adjacent cities. She said there  
123 were ways to find a win/win situation for all.

124

125 Curtis Koch commented that speaking as the County Clerk this was something that definitely  
126 needed to be addressed. He said it was in the best interest of the citizens and from a budgetary

127 standpoint he would be supportive of contracts that would allow these areas to be serviced by  
128 cities.

129

130 Mayor Arave said that residents from the unincorporated areas benefited from accessing the  
131 City's police, parks, streets, etc. but did not share in the cost. He also felt the County was not  
132 very effective in providing services to these unincorporated areas. Curtis Koch replied that there  
133 were equity issues and agreed it was ineffective for the County to provide services.

134 Commissioner Kamalu commented that the unincorporated areas should be addressed by the  
135 commission in the near future.

136

137 2. ADJOURN

138

139 Mayor Arave adjourned the meeting at 7:00 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE  
CITY COUNCIL MEETING-REGULAR SESSION  
MARCH 2, 2021

**DRAFT**

Mayor Arave called the meeting to order at 7:00 p.m. Council Member Ryan Mumford offered the invocation and Council Member Natalie Gordon led those present in the Pledge of Allegiance.

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

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; David Church, City Attorney; Tyler Abegglen, Golf Course General Manager; Sherrie Pace, Community Development Director; Linda Horrocks, City Recorder; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: Curtis Koch, Davis County Clerk/Auditor; Lorene Kamalu, Davis County Commissioner. Via Zoom: Dee Lalliss, resident; 801-936-4817, Steve Rush.

1. CITIZEN COMMENT

Dee Lalliss, 74 East 300 North, asked about the City's Uniting Neighbors group potential name change and about Citywide emergency preparedness including the Great Shake Out earthquake drill. He also asked if the City could create a list of where items like batteries, florescent bulbs, tires, paint, electronics, and appliances could be disposed of or recycled. Mayor Arave replied that as these items are prohibited in the regular garbage cans, that staff would provide a list of where to recycle or discard of these items in the newsletter.

Council Member Porter said he had researched what other cities were doing relating to emergency preparedness. He said South Davis Metro Fire would not be administering this and the Bountiful Emergency Preparedness was not interested in participating with the City. He explained that the LDS Church had organized boundaries for emergency preparedness based on their stake/ward boundaries. This meant that areas of our City were divided and included in Woods Cross and Bountiful stakes and those emergency preparedness areas.

182 Mayor Arave asked why South Davis Fire was not interested in administering the emergency  
183 preparedness program. Ken Leetham replied that many of the other cities in the County already  
184 had programs in place.

185

186 Council Member Gordon asked if it was the best idea to organize by LDS Stake areas. Mayor  
187 Arave explained the LDS Church already had a system in place with a hierarchy of stakes,  
188 wards, and then street blocks in the neighborhoods. He felt like there were things the City could  
189 and should do related to resources, etc. but that the geographic boundaries were effective.

190

191 Ken Leetham said he would reach out to South Davis Fire regarding the Great Shake Out. He  
192 spoke on the September 2020 windstorm event and how the cities and County worked together  
193 during this incident. Mr. Leetham said that the City was able to communicate with residents via  
194 social media but phone trees would have been useful as well.

195

196 2. REMARKS, QUESTIONS AND ANSWERS BY DAVIS COUNTY COMMISSIONER  
197 LORENE KAMALU

198

199 Commissioner Kamalu reported that she was on the Kaysville Planning Commission before  
200 being on the County Commission. She said this gave her a certain perspective and congratulated  
201 the City on the progress, leadership, and direction they were going. Commissioner Kamalu then  
202 spoke on the library system and a study underway for the Bountiful library. She said there was a  
203 new library director who was chosen out of 70+ applications.

204

205 Commissioner Kamalu talked about health and human services including an arena facility with a  
206 drive thru and how convenient this had been with COVID. She spoke on vaccines and the need  
207 for a second facility to administer them. She also spoke on emergency operations and that the  
208 County needed to have a role of leadership and to work with cities on training.

209

210 Commissioner Kamalu said there was a need for an emergency preparedness training location.  
211 She said this might start in the work center but was the current location for Davis Behavioral  
212 Health receiving center, which bridged the gap for individuals that would normally go to jail or  
213 the emergency room. She said when the new receiving center was built in Farmington the work  
214 center would be free for the Davis County Emergency Preparedness Readiness Facility.

215

216 Commissioner Kamalu provided a list of what each County Commissioner was over and said  
217 they welcomed engagement with City staff and residents.

218

219 Commissioner Kamalu spoke on criminal justice and said she was on the Utah Indigent Defense  
220 Commission and the Pretrial Release and Supervision Committee. She then thanked the City for  
221 partnering with the County to figure out the paramedic services and animal care services.

222

223 Mayor Arave thanked the Commissioners for working with/for the cities.

224 Mayor Arave said that the City received seven applications for City attorney and the hiring  
225 committee would be conducting interviews at this time.

226

227 3. ADJOURN INTO CLOSED SESSION

228

229 **At 7:33 p.m. Council Member Horrocks moved to go into closed session to discuss**  
230 **personnel issues. Council Member Porter seconded the motion. The motion was approved**  
231 **by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

232

233 4. RECONVENE INTO REGULAR SESSION

234

235 **At 9:00 p.m. Council Member Mumford moved to go out of closed session and into the**  
236 **regular session. Council Member Porter seconded the motion. The motion was approved by**  
237 **Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

238

239 5. CONSIDERATION OF ORDINANCE 2021-02: AN ORDINANCE GRANTING AN  
240 ELECTRIC UTILITY FRANCHISE AGREEMENT AND GENERAL UTILITY  
241 EASEMENT TO ROCKY MOUNTAIN POWER (AGR-2021-10A)

242

243 Ken Leetham reported that the City had a current franchise agreement with Rocky Mountain  
244 Power, which allowed them to work within City rights of way. These agreements were in five  
245 year increments and would expire May 2021. The proposed agreement would be nearly identical  
246 in substance to the agreement approved in 2016.

247

248 **Council Member Horrocks moved to approve Ordinance No. 2021-02: An ordinance**  
249 **entering into a franchise agreement with Rocky Mountain Power. Council Member**  
250 **Mumford seconded the motion. The motion was approved by Council Members Baskin,**  
251 **Gordon, Horrocks, Mumford and Porter.**

252

253 6. CONSIDERATION OF RESOLUTION 2021-09R: A RESOLUTION APPROVING AN  
254 AGREEMENT FOR CONSULTING SERVICES FOR THE PREPARATION OF  
255 GENERAL PLAN AMENDMENTS TO THE CITY'S WATER AND STORM WATER  
256 MASTER PLANS AND FOR THE PREPARATION OF ASSOCIATED IMPACT FEE  
257 FACILITIES PLANS, IMPACT FEE STUDIES, IMPACT FEE ORDINANCES AND  
258 WATER AND STORM WATER RATE STUDIES WITH BOWEN, COLLINS &  
259 ASSOCIATES FOR AN AMOUNT NOT TO EXCEED \$231,725 (AGR 2021-11A)

260

261 Ken Leetham reported that staff had been working on this project for a long time and that it was  
262 critically important. He said the City was still growing and the consultant would review the  
263 condition and suitability of wells, storage, water modeling, growth, and capital facility plans. The  
264 consultant would also perform consumer rate studies and developing conservation strategies for  
265 the secondary/irrigation system. Other results would include new impact fee statutes, ordinances

266 for water and storm drain. The funding for these studies would be generated as follows:  
267 \$115,445 from the Culinary Water Fund, \$17,250 from the Secondary Water Fund, and \$99,030  
268 from the Storm Water Fund for a total of \$231,725. These activities would all be eligible for the  
269 use of impact fees. The City held an open house and three firms submitted formal proposals. A  
270 subcommittee consisting of the Mayor, City Manager, Public Works Director, City Engineer, and  
271 Finance Director interviewed each firm and Bowen Collins provided the most comprehensive list  
272 of services and products.

273

274 **Council Member Mumford moved that the City Council approve Resolution 2021-09R in**  
275 **an amount not to exceed \$231,725. Council Member Gordon seconded the motion. The**  
276 **motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and**  
277 **Porter.**

278

279 7. CONSIDERATION OF RESOLUTION 2021-05R: A RESOLUTION IN SUPPORT OF  
280 THE 2021 UPDATE TO THE DAVIS COUNTY PRE-DISASTER MITIGATION  
281 PLAN AND COMMITMENT TO CITY PARTICIPATION

282

283 Ken Leetham reported that this document was formally updated every five years and was a  
284 Federal and State required document. He said this document addressed potential risk and  
285 disasters in the County. The County received a grant to prepare an update to the plan, which was  
286 last updated in 2016. The terms of the plan require all cities to participate by passing the attached  
287 resolution. Mr. Leetham stated that Staff member, Ali Avery, would work with the County to  
288 complete the City's portion of the plan including natural disasters that could occur in the City.  
289 He added that the plan also allowed the City to make requests of FEMA including for the 2020  
290 windstorm.

291

292 Council Member Porter spoke on districts and the need for good communication between the  
293 City and those in charge of emergency preparedness. Ken Leetham replied that the windstorm  
294 was a good opportunity for the city managers in the area to discuss sharing resources.

295

296 Council Member Horrocks commented that it definitely made sense for the City to work with the  
297 LDS Church as they already had procedures in place.

298

299 **Council Member Porter moved that the City Council adopt Resolution 2021-05R**  
300 **supporting the 2021 update to the Davis County Pre-Disaster Mitigation Plan and**  
301 **committing to City participation with the following findings:**

302

303 1) **The City participated in the 2016 Davis County Pre-Disaster Mitigation Plan, which**  
304 **enabled the submittal of grant applications to FEMA for pre-disaster mitigation**  
305 **funding.**

306 2) **The City is interested in applying for future grant funding for FEMA to make the**  
307 **City more resilient to natural hazards.**

308

309 **Council Member Horrocks seconded the motion. The motion was approved by Council**  
310 **Members Baskin, Gordon, Horrocks, Mumford and Porter.**

311

312 8. CONSIDERATION OF A BID AWARD FOR FOXBORO DRIVE STREET  
313 RECONSTRUCTION PROJECT FROM FOXBORO ELEMENTARY SCHOOL TO  
314 FOX HOLLOW DRIVE ROUNDABOUT IN THE AMOUNT OF \$155,984

315

316 Paul Ottoson reported on the Foxboro Drive street reconstruction project which included the  
317 roundabout at Fox Hollow and the area in front of the elementary school. This project would be  
318 completed during the summer months when school was not in session as the road would need to  
319 be shutdown. The low bidder said the project could be completed in 10 to 14 days. He showed  
320 images of the alligator cracking on Foxboro Drive and said this would be a total reconstruction,  
321 which would require digging down 14 inches to lay geo grid fabric and installing new road base  
322 and asphalt. There were seven bidders on this project with Advanced Paving as the low bidder at  
323 \$155,984. This contractor was recently awarded the Eagleridge project on Mont Clair and was a  
324 good contractor. The existing budget was \$285,000, which would allow for any additional soft  
325 spots that may be discovered.

326

327 **Council Member Mumford moved to award the Foxboro Drive street reconstruction from**  
328 **Foxboro Elementary school to Fox Hollow Drive roundabout to Advanced Paving and**  
329 **Construction, LLC for the price of \$155,984. Council Member Baskin seconded the motion.**  
330 **The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and**  
331 **Porter.**

332

333 9. APPROVE CITY COUNCIL MINUTES

334

335 The City Council minutes of February 2, 2021 were reviewed and approved.

336

337 **Council Member Mumford moved to approve the City Council minutes of February 2,**  
338 **2021. Council Member Porter seconded the motion. The motion was approved by Council**  
339 **Members Baskin, Gordon, Horrocks, Mumford and Porter.**

340

341 10. ACTION ITEMS

342

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

344

345 11. COUNCIL REPORTS

346

347 Council Member Mumford reported on a street light issue at Tunnel Springs Park. He asked if  
348 the light coming from the fixtures was different than what was approved. Ken Leetham replied  
349 that he was unsure the City Council reviewed a lighting plan other than the locations of the light

350 fixtures. He said the issue seemed to be that residents could see the point source of the lights and  
351 the new LED lights were flush with the bottom of the hood. The lights along the trail were  
352 shielded but the light at the cul-de-sac threw light across. Mr. Leetham said there were some  
353 solutions including dimming the lights or shielding them.

354  
355 Council Member Mumford asked if the light fixtures were dark sky compliant. Ken Leetham  
356 replied that they were.

357  
358 Council Member Baskin said that the City knew the type of structure but not the type of lights  
359 being putting in such as LED. She said the bulbs were not recessed but right at the edge.

360  
361 Ken Leetham commented that the lights were a deterrent for certain activities such as vandalism  
362 that the City had been experiencing at that park.

363  
364 Council Member Mumford then reported on the scent technology at the fence line of the Sewer  
365 District property. He said that it was working for the less offensive waves and there was  
366 significant improvement on the number of odor incidents, which was down to approximately two  
367 times per week.

368  
369 The City Council discussed the odor issue and if this was as good as it was going to get. Ken  
370 Leetham suggested that it may be worth a review by the City Attorney.

371  
372 Council Member Gordon asked how tall the light poles were at Tunnel Springs Park and  
373 commented that the resident who lived in the cul-de-sac suggested shortening the light poles.  
374 Ken Leetham recommended potentially dimming the lights.

375  
376 Council Member Gordon reported that the Youth City Council was meeting weekly and  
377 performed a service project today. She also said she was a liaison with the Communities that  
378 Care group to work with Davis Behavioral Health in regards to suicide prevention.

379  
380 Council Member Porter reported that this was the 75<sup>th</sup> year of the City and requested help with  
381 organizing the City's history. Mayor Arave suggested a student intern who had a focus on  
382 history.

383  
384 Council Member Mumford said that one way to celebrate the 75<sup>th</sup> anniversary would be to  
385 release a book on the City's history to tie in with the celebration.

386  
387 Council Member Horrocks commented that he was tired of hearing complaints about internet in  
388 the City and wondered if the City should do more to get better service.

389

390 Council Member Mumford commented that during new construction or when a road was dug up  
391 that it should be easy to run a fiber internet line. Ken Leetham replied that the City could adopt a  
392 standard for new construction including installation of a dedicated conduit to allow fiber.

393

394 Ken Leetham commented that there were several things the City could do including reaching out  
395 to providers like Utopia to see what options were out there and what would be required. He also  
396 said that the City could hire a consultant to review the City and provide options.

397

398 Council Member Horrocks asked if it was even the City's responsibility to provide internet  
399 service. Ken Leetham replied that residents in Kaysville voted for a city provided service.

400

401 Council Member Horrocks suggested using Qualtrics to determine if this was something that  
402 residents wanted.

403

404 Council Member Horrocks commented that there were things the City did well including snow  
405 plowing, providing water, streets, parks, public safety, waste management, etc., and these  
406 activities along with the administration accounted for much of the budget. He asked if with the  
407 available funds that one major project, such as the Foxboro Wetlands, Hatch Park, or the golf  
408 course clubhouse could be completed this year. Ken Leetham replied that the City was in a great  
409 position to do some of those projects. He said this could be discussed further during the budget  
410 meeting on Saturday.

411

412 Council Member Baskin said that the light post at Tunnel Springs Park was 20 feet tall. She then  
413 said she talked to a resident, with an autistic son, who told her that the legislature would be  
414 approving mandated awareness and sensitivity training related to autism for police officers.

415 Council Member Gordon commented that she would send the information to Ken Leetham.

416

417 Council Member Baskin suggested that this training may need to be a budget item.

418

419 Council Member Baskin reported on the broken fence on Eaglewood Drive near the Wood  
420 Museum. She said there are now two large broken sections and the property owners have just  
421 strung metal fencing across the gaps. Mayor Arave replied that the property was located in  
422 Bountiful. Council Member Baskin stated that although the property is technically in Bountiful,  
423 it truly is in our city.

424

425 Ken Leetham commented that the broken fence was the property owner's responsibility to repair.  
426 Council Member Baskin said that as this property was located on one of the main thoroughfares  
427 in North Salt Lake that it could not remain dilapidated.

428

429 Council Member Baskin then reported that the resident, whom she had mentioned earlier, was  
430 impressed with the City's handling of the Centennial Drive water line break.

431

432 12. MAYOR' REPORT

433

434 Mayor Arave reported that the Sewer District recently raised rates and the settlements had been  
435 approved for the fines. He said Wasatch Waste Recovery was struggling with getting gas in the  
436 pipelines. He also said there were problems with algae and toxicity at the south plant.

437

438 13. CITY ATTORNEY'S REPORT

439

440 David Church was excused.

441

442 14. CITY MANAGER'S REPORT

443

444 Ken Leetham reported on the recent legislative session and said there were multiple bills related  
445 to local government including some that preempted local authority related to land use and  
446 permitting. He said he would provide a synopsis to the City Council via email. Mr. Leetham then  
447 spoke on a bill which would allow Davis County to move forward with a unified animal control.

448

449 Ken Leetham provided an update on COVID and said staff was back at City Hall and cases were  
450 falling in the County. He said a planning meeting would be held for Liberty Fest but was unsure  
451 if the event could be held this year.

452

453 Ken Leetham reported that the Hatch Park Steering Committee had already met several times  
454 related to the redesign of Park.

455

456 15. ADJOURN

457

458 Mayor Arave adjourned the meeting at 10:13 p.m.

459

460 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*  
461 *March 16, 2021 by unanimous vote of all members present.*

462

463

464

465 

---

*Linda Horrocks, City Recorder*

### Action Items for March 16, 2021

Item	Staff	Description
<u>New</u>		
1	Ken, Craig, Marty	Staff to look at emergency preparedness needs (what role the City should play) and report back. Also reach out to SD Fire about Great Shakeout (April 15). <i>Info will be included in newsletter and on website.</i>
2	Ken	Potentially have the City attorney review the odor issue from Sewer District property in Foxboro.
3	Ken	Staff to look into the possibility of hiring a history intern to help compile the City's history.
4	Sherrie	Staff to reach out to Wood Museum property owner and Bountiful City related to broken fence – Lower Eaglewood Drive. <i>(Wood sisters; Sheila Price and Suzina Glade. Carl Huffner is their attorney. Wilford Cannon also a contact for tours, etc.) Sherrie will reach out to Wilford.</i>
<u>Current</u>		
1	Mayor, Ken, Sherrie	Mayor and Staff – review and present locations in the City for a new South Davis Rec District facility.
2	Ken, Sherrie	Assignment to amend the Park and Recreation Element of the City's General Plan so that it includes Hatch Park, Tunnel Springs Expansion and Capital Projects and repairs. <i>An RFP is being prepared to complete the amendment.</i>
3	Paul	In conjunction with the re-routing of storm water near the 14 <sup>th</sup> hole on the golf course, Staff to research using the water in a water feature at the Eaglewood Sign in that same area. CM Horrocks mentioned that there is probably additional water in the storm drain coming down lower Foxhill, as it often floods the street onto Eaglewood. <i>Staff is evaluating several potential options for fixing this storm drain and including potential water features as a part of the design of the repair. Will report to CC when staff report is more complete. Paul met with contractor – going to get a design. (will need a budget adjustment)</i>
4	David, Linda	Reschedule service projects -- including Purge the Spurge at Wild Rose Trail (with YCC and residents help). <i>Staff will evaluate the feasibility of projects depending on COVID-19 restrictions.</i>
5	Ken, David, Sherrie	Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. <i>Staff is working on a follow-up report to the City Council.</i>
6	Tyler, Julie McLachlan	Look at the possibility of expanding a recreation program up at the golf course. Clinics, lessons, paid classes/workshops, etc. <i>This idea will be included in the new proposals related to the golf course and efforts to increase revenues.</i>
7	Ken	Staff would prepare a proposal related to small insurance claims and a fund to pay for these types of items in-house rather than submitting them through insurance.
8	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>



# 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:** March 16, 2021  
**SUBJECT:** Consideration of ORD2021-03: vacating the rear yard public utility easement on lots 1511-1515, Eaglepointe Estates Ph. 15 adjacent to Tunnel Springs Park

---

### **RECOMMENDATION**

The Development Review Committee recommends to the City Council the adoption of ORD2021-03, vacating the rear yard public utility easements on lots 1511-1515, Eaglepointe Estates Ph. 15.

### **BACKGROUND**

Recently the city has sold or is in negotiations to sell a portion of city owned property between the trail in Tunnel Springs park and Eaglepointe Estates Ph. 15 to the north. The existing lots in Eaglepointe Estates each have an eight (8) foot public utility easement along the rear property lines. With the addition of the property between their rear property lines and the trail, the property owners have expressed interest in utilizing the property building accessory uses, such as pools, across the previous property line. The existing PUE precludes the property owners using that area fully.

Therefore the Development Review Committee (DRC) is recommending that the rear public utility easements be vacated. The city has received clearances from Dominion, South Davis Sewer, Century Link, Comcast, Rocky Mtn. Power, and Public Works. Other affected entities have been mailed direct notice of the public hearing and have been invited to comment.

### **REVIEW**

Vacation of a public utility easement can be achieved with an amended plat or by the City Council adopting an ordinance vacating the public utility easements (State Code 10-9a-609(a). The legislative body is required (State Code 10-9a-208) to hold a public hearing to vacate the PUE and give a minimum of 10 days' notice of the hearing to affected entities.

### **POSSIBLE MOTION**

I move that the City Council approve ORD2021-03 and ordinance vacating the rear yard public utility easements on lots 1511-1515, Eaglepointe Estates Ph. 15, with the following findings:

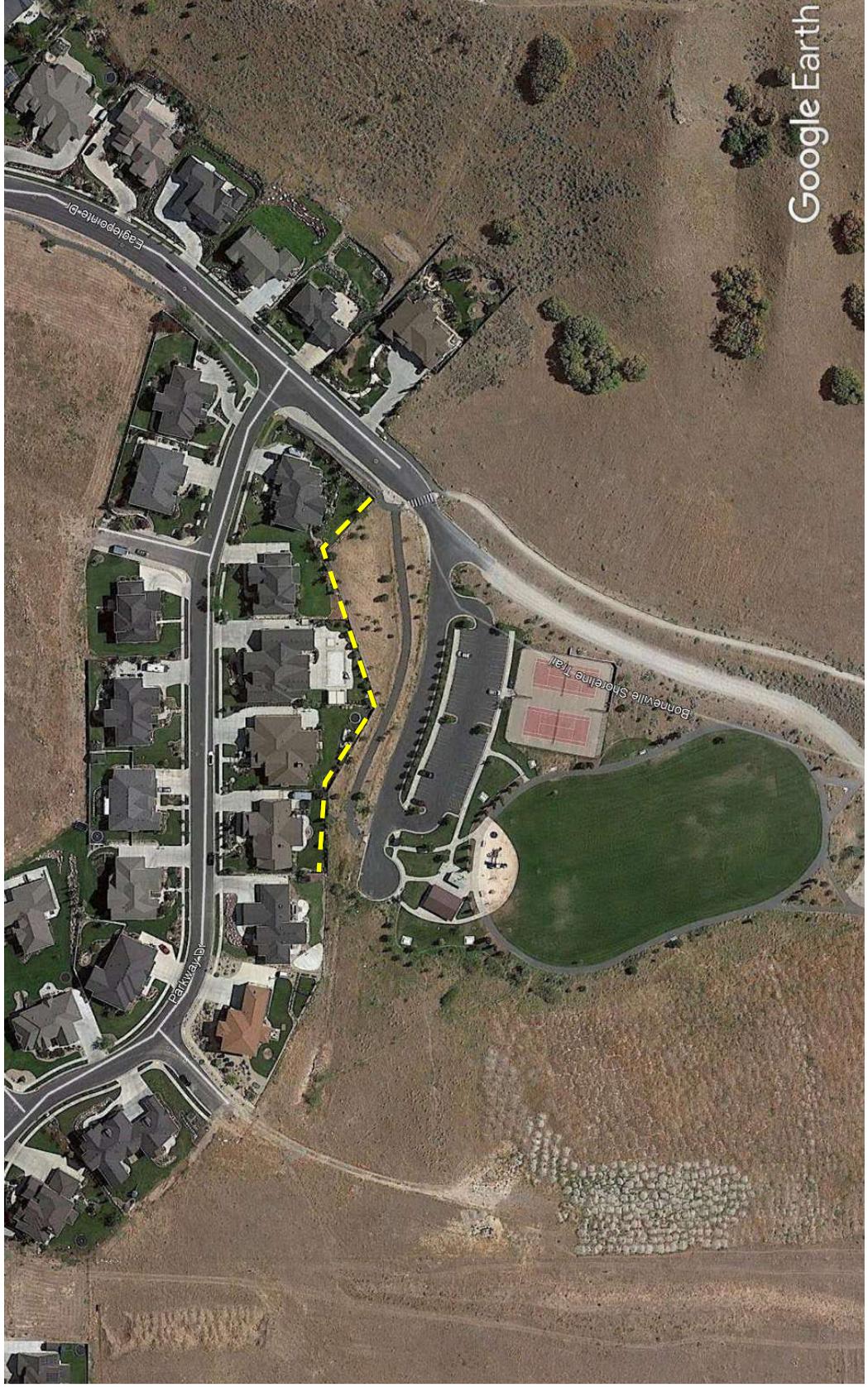
1. There is good cause for the vacation;
2. Vacation of the public utility easement will allow the property owners full enjoyment of their property right;
3. The city has received no objections to the vacation from affected entities.

#### Attachments

- 1) Aerial Map
- 2) Plat Map
- 3) ORD2021-03



Aerial  
Eaglepointe Estates 15  
Vacation of Public Utility Easement



Google Earth



**Lot 1511**

Boundary Description  
 Boundary of Lot 1219 of Eaglepointe  
 0°02'21"E 1539.01 ft. along the  
 a North Quarter Corner of Section 13,  
 running thence S48°43'24"E 54.10 ft.  
 (solid lot 1219), thence S28°44'30"W  
 238.98 ft., thence S80°56'22"W



**ORDINANCE NO. 2021-03**

**AN ORDINANCE VACATING CERTAIN PUBLIC UTILITY  
EASEMENTS WITHIN THE EAGLEPOINTE ESTATES PHASE  
15 SUBDIVISION IN NORTH SALT LAKE, DAVIS COUNTY,  
UTAH AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, the City of North Salt Lake has determined that the rear lot line public utility easements of lots 1511-1515 of Eaglepointe Estates, Ph. 15 are no longer necessary and unlikely to be utilized by any public utility; and

WHEREAS, the City of North Salt Lake has notified affected public agencies and has received notice from those agencies that they have consented to this proposed vacation of public utility easements; and

WHEREAS, lawful notice of a public meeting has been given pursuant to 10-9a-208 of the Utah Code and North Salt Lake City Code; and

WHEREAS, the North Salt Lake City Council has conducted a public hearing on this matter and determined that there is good cause for vacating the subject public utility easements and that it is in the best interest of the City of North Salt Lake and its citizens to take such action.

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

**SECTION 1. Vacation of a certain public utility easements**

The public utility easements described in Exhibit A and located in the City of North Salt Lake are hereby vacated.

**SECTION 2. Severability.**

If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**SECTION 3. Effective Date.**

This ordinance is hereby adopted and shall take effect immediately upon its passage subject to the conditions contained herein.

**APPROVED AND ADOPTED by the City Council of the City of North Salt Lake, Utah, this 16th day of March, 2021.**

CITY OF NORTH SALT LAKE

By: \_\_\_\_\_  
Len Arave, Mayor

ATTEST:

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

City Council Vote as Recorded:

[Seal]

<u>Name</u>	<u>Vote</u>
Lisa Watts Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

**Certificate of Posting Ordinance:**

I, the duly appointed recorder for the City of North Salt Lake, hereby certifies that the foregoing Ordinance No. 2021-03 was passed by the governing body on the date shown above, and that copies were posted as required by Utah Code 10-3-713 within the municipality.

Recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

[Seal]

**Exhibit A**

Public Utility Easement Vacation Description:

Backyards of Lots 1511- 1515 Eaglepointe Estates Phase 15

Beginning at a point on the southwest corner of Lot 1515 of Eaglepointe Estates Phase 15, as recorded in the Davis County Recorder's Office; and running thence along the south boundary line of said Eaglepointe Estates Phase 15 in the following four courses; South 89°46'32" East 100.00 feet; South 60°29'07" East 120.93 feet; North 71°50'07" East 198.05 feet; South 47°37'32" East 85.13 feet; thence North 42°22'28" East 8.00 feet; thence North 47°37'32" West 89.89 feet; thence South 71°50'07" West 199.19 feet; thence North 60°29'07" West 119.40 feet; thence North 89°46'32" West 102.15 feet; thence South 00°13'28" East 8.00 feet to the point of beginning.

Containing 0. Acres.



# CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

---

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

## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Sherrie Llewelyn, Community Development Director  
**DATE:** March 16, 2021  
**SUBJECT:** Consideration of Concept Plan for Altyn Visata PUD, located at 340/360 North Orchard Drive

---

### RECOMMENDATION

The Planning Commission recommends to the City Council the concept plan for Altyn Vista PUD, a four lot subdivision at 340 and 360 North Orchard Drive with the following condition:

1. Lot 2 will be increased to 10,000 sq. ft.

### BACKGROUND

The two lots located at 340 and 360 North Orchard Drive contain approximately 1.48 combined acres (64,469 square feet). These properties are zoned R1-10. The applicant is proposing to subdivide the two lots into four by adding a private road between the existing homes.

### REVIEW

The proposed private road is 20 feet wide and 260 feet long, with a 70 foot hammerhead turn around. The applicant will remove all access/driveways from Orchard Drive and relocate them onto the proposed road; with the exception of the northern most driveway on lot 1.

The minimum lot size in the R1-10 Zone is 10,000 square feet, unless modified by recommendation of the Planning Commission. The proposed lots are:

Lot 1	12,128 SF
Lot 2	8,879 SF
Lot 3	25,676 SF
Lot 4	15,568 SF

Code section 10-7-4 contains regulations related to Planned Unit Developments (PUD) which provides for the Planning Commission to vary lot area, yard, height, and coverage requirements. While lot 2 is less than 10,000 square feet the overall density does not exceed the 10,000 square feet minimum per

dwelling. Further, the applicant is requesting reduced setbacks from the new private road for the existing structures. The Planning Commission has recommended that lot 2 be increased to the minimum lot size of 10,000 sq. ft.

Items to note regarding each lot:

- Lot 1: Garage and shed within the rear property setback to remain.
- Lot 2: Garage to be demolished.
- Lot 3: New home will be built east of the basketball court and concrete pad.
- Lot 4: Ten foot (10') wildlife fence adjacent to the proposed road to be demolished prior to development of the lot.

### **POSSIBLE MOTION**

I move that the City Council approve the Concept Plan for Altyn Vista PUD at 340 North Orchard Drive with the following condition:

1. Lot 2 will be increased to the minimum 10,000 sq. ft.

Attachments

- 1) Aerial/Zoning Map
- 2) Concept Plan



Altyn Vista PUD  
340 and 360 North Orchard Drive  
Zoning





Altyn Vista PUD  
340 and 360 North Orchard Drive  
Aerial



**ALTYN VISTA SUBDIVISION**

LOCATED IN THE NORTHEAST QUARTER OF SECTION 1,  
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN  
NORTH SALT LAKE, DAVIS COUNTY, UTAH  
PRELIMINARY, FEBRUARY 2021

**SURVEYORS CERTIFICATE**  
I, BERNAH K. CUMMINGS, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 5182797  
AND DESCRIBED HERETHIN AND HAVE SUBMITTED SAID TRACT OF LAND SHOWN ON THIS PLAN  
AND THE ADJACENT LANDS TO THE DAVIS COUNTY ENGINEER AND THAT SAID TRACT HAS BEEN CORRECTLY  
SURVEYED AND STAKED ON THE GROUND AS SHOWN.

**NOT APPROVED**

BERNAH K. CUMMINGS, P.L.S. #19182797

**BOUNDARY DESCRIPTION**

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

BEGINNING AT A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF ORCHARD LANE, SAID POINT  
BEING SOUTH 89°45'30" EAST 126.74 FEET ALONG THE QUARTER SECTION LINE AND SOUTH  
35°28'42" WEST 201.78 FEET FROM A BRASS CAP MONUMENT MARKING THE CENTER CORNER  
OF THE QUARTER SECTION, THENCE SOUTHWEST ALONG THE QUARTER SECTION LINE TO THE  
WESTERN V.L. OF THE OAKLEAF SUBDIVISION PLAT 'C' (RECORDED AS ENTRY NO. 433703 IN THE  
OFFICE OF THE DAVIS COUNTY RECORDER), THENCE SOUTH 07°09'40" EAST 164.00 FEET ALONG SAID  
WESTERN V.L. TO THE POINT OF BEGINNING, THEREAFTER AS FOLLOWS: SOUTH 54°42'29"  
WEST 52.58 FEET ALONG THE NORTHERLY LINE OF SAID OAKLEAF SUBDIVISION PLAT 'C', THENCE  
34°59'37" EAST 164.02 FEET ALONG SAID EASTERN V.L. TO THE POINT OF BEGINNING,  
CONTAINING 1.577 ACRES.

**OWNER'S DEDICATION**

WE, THE UNDERSIGNED OWNERS OF THE ABOVE-DESCRIBED LAND, HAVING CAUSED THE SAME TO  
BE SURVEYED AND PLANNED FOR THE PUBLIC USE OF THE PUBLIC AL FRACKLES OF LAND SHOWN ON THIS PLAN AS  
INTENDED FOR PUBLIC USE, AND DO WARRANT TO THE CITY THAT THE SAME ARE FREE OF ALL  
ENCUMBRANCES THAT COULD INTERFERE WITH THEIR USE AS HEREIN DESIGNATED.

IN WITNESS WHEREOF WE HAVE HERETOBY SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_\_\_

DAVE Y. BUEHNER

BRADLEY P. BUEHNER

**ACKNOWLEDGEMENT**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, THERE APPEARED BEFORE ME, THE  
UNDERSIGNED NOTARY PUBLIC TO WHOM THEY PERSONALLY APPEARED, THAT THEY  
THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES INDICATED THEREIN.

NOTARY PUBLIC:

RESIDENCE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**CONSENT TO RECORD**

WE, THE UNDERSIGNED HOLDERS OF A TRUST BEING ON THE ABOVE-DESCRIBED LAND, WHICH IS  
THE TRUST OF THE DAVIS COUNTY, DO HEREBY CONSENT TO THE CREATION OF THIS SUBDIVISION,  
AND DO HEREBY CONSENT TO THE OWNERS DEDICATION STATED ON THIS PLAN, AND DO HEREBY  
AGREE TO THE PERPETUAL USE OF THE PUBLIC AL FRACKLES SHOWN AS INTENDED  
FOR PUBLIC USE.

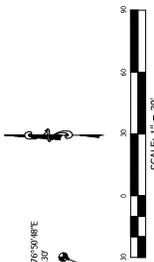
**CORPORATE ACKNOWLEDGMENT**

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, THESE PERSONALLY APPEARED BEFORE ME,  
THE UNDERSIGNED NOTARY PUBLIC, AND WERE BY ME DULY VERIFIED AS BEING THE  
AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION, AND  
THE SIGNATURES AUTHORIZED BY THE CHARTER AND CORPORATION RESOLUTIONS FOR THE SAME.

NOTARY PUBLIC:

RESIDENCE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

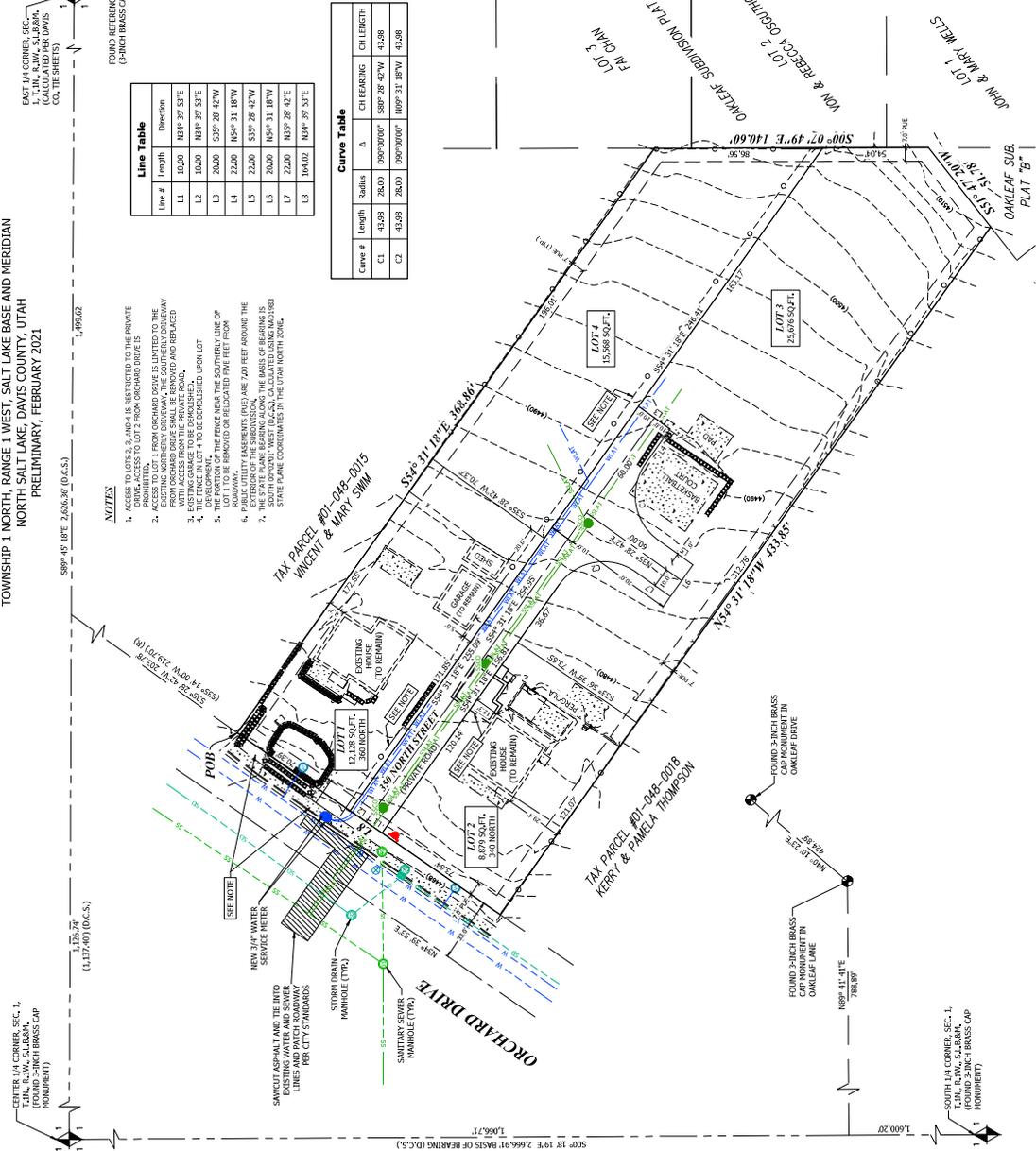


**Line Table**

Line #	Length	Direction
L1	10.00	N44° 39' 51"E
L2	10.00	N44° 39' 51"E
L3	20.00	S52° 28' 42"W
L4	22.00	N54° 31' 18"W
L5	22.00	S52° 28' 42"W
L6	20.00	N54° 31' 18"W
L7	22.00	N52° 28' 42"E
L8	16.02	N44° 39' 51"E

**Curve Table**

Curve #	Length	Radius	Δ	Ch Bearing	Ch Length
C1	45.28	20.00	105°00'00"	S50° 28' 42"W	45.28
C2	45.28	20.00	105°00'00"	N00° 31' 18"W	45.28



- NOTES**
1. ACCESS TO LOTS 2, 3, AND 4 IS RESTRICTED TO THE PRIVATE DRIVEWAY SHOWN ON THIS PLAN.
  2. PROHIBITED FROM OCCUPANCY ARE LIMITED TO THE EXISTING NORTHWEST QUARTER, THE SOUTHERLY DRIVEWAY AND PATCH ROADWAY FROM THE PRIVATE ROADWAY WITH ACCESS FROM THE PRIVATE ROADWAY.
  3. EXISTING GARAGE TO BE DEMOLISHED.
  4. DEVELOPMENT, 4 TO BE DEMOLISHED UPON LOT 1 DEVELOPMENT.
  5. LOT 1 TO BE REDEVELOPED TO BE A 100 FEET WIDE PARK ROW.
  6. EXISTING EASEMENTS (RED AREA) 100 FEET AROUND THE EXTERIOR OF THE SUBDIVISION.
  7. SOUTH POINT: WEST (LOCAL CALCULATED USING ADJUSTED STATE PLANE COORDINATES IN THE UTM NORTH ZONE).

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_

FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF \_\_\_\_\_

COUNTY RECORDER: \_\_\_\_\_

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

**CITY ATTORNEY'S APPROVAL**

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

NORTH SALT LAKE ATTORNEY

**PLANNING COMMISSION APPROVAL**

APPROVED BY THE PLANNING COMMISSION OF NORTH SALT LAKE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

PLANNING DIRECTOR

**CITY ENGINEER'S APPROVAL**

APPROVED BY THE NORTH SALT LAKE ENGINEER, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

NORTH SALT LAKE ENGINEER

**CITY COUNCIL'S APPROVAL**

PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

CITY RECORDER ATTEST:

MYNO: \_\_\_\_\_

1470 South 600 West  
Woods Cross, UT 84010  
Phone 801.298.2236  
www.Entellus.com  
Project #25000

Entellus  
HONORUM



# 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:** March 16, 2021  
**SUBJECT:** Consideration of ORD2021-04 amending Land Use Code 10-1-46 and 10-25-1 for the use of Artisan & Craftsman Industry

---

### RECOMMENDATION

The Planning Commission recommends approval of the proposed code amendments as drafted by the Development Review Committee with the following findings:

1. The proposed amendment is in accord with the comprehensive general plan, goals and policies of the city.
2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.
3. The proposed amendment is in accord with the Town Center Master Plan and the future implementation of the draft form based code.
4. The uses proposed by the applicant are not in accord with the Town Center Master Plan and may negatively affect the implementation of the adopted plan.

### BACKGROUND

The applicant Mark Pantelakis is the owner of ILC Travel Outfitters at 328 North Highway 89. Mr. Pantelakis would like to lease space in his current building to other businesses. The first business that he is considering is an auto repair facility that sells and installs specialty drive trains. Automotive repair is a use that is listed as a prohibited use in the CH zone. The other use is a specialty manufacturer of ammunition. Manufacturing is also listed as a prohibited use. Mr. Pantelakis requested a code amendment (see exhibit) that would dramatically change the allowed uses in the CH zone.

On May 19, 2015 the City Council enacted a temporary ordinance calling for a development moratorium within the CH zone on Highway 89 in the Town Center. The City Council was concerned that uses would be approved in the corridor that would not be detrimental to redevelopment of the corridor and impede the implementation of the Town Center Master Plan. The City was working on grant applications to fund the drafting of the form based code for the Town Center. Per state code a moratorium is only allowed for a maximum period of 6 months. The City Council adopted ORD2015-18 amending the CH Zone (see exhibit). Previously the CH Zone regulations were part of Title 10, Chapter 11 Commercial Uses with

hundreds of permitted and conditionally permitted uses. The new ordinance created a new Chapter 24 which addressed only those uses in the CH Zone.

Prior to the code amendment, the CH Zone prohibited manufacturing uses, general automotive repair, oil and lube shops and all other auto repair and maintenance was a conditional use. Luggage stores were listed as a permitted use and a business license for International Luggage date back to at least 1996. Previous uses identified at that address were The Scuba Shop and Tanning Salon as a part of what was then called the Rawson Business Plaza in 1986 and before that was called Walren Village and contained various service related businesses. The structure on the property was constructed in 1955 and there are no records of the original use. The property was zoned C-2 up until 1993 when the zone was renamed the CH Zone. The previous C-2 zone and the code adopted in 1957 had no manufacturing or industrial uses permitted in the zone. The subsequent CH Zone also never permitted manufacturing and industrial uses in the zone.

### **REVIEW**

The DRC has reviewed the applicant's request code amendment and determined that the proposed amendments would be detrimental to the implementation of the Town Center Master Plan and Form Based Code. The proposed language would add automobile repair and body shops, convenience stores (gas stations), industrial and manufacturing, increase the maximum area size for a permitted use in the zone, and wholesale distribution. The 2015 Planning Commission and City Council deliberately removed automotive repair and convenience stores from the CH Zone and never contemplated allowing manufacturing or industrial uses along Highway 89.

In review of the draft form based code this property will be the North 89 subdistrict. The allowed uses (as currently drafted) do not permit automotive repair, nor industrial or manufacturing uses. The draft code however does list a use of Craftsman Industrial, a term that is loosely defined in the draft. The DRC felt that if a use of "Artisan and Craftsman Industry" was added to the CH Zone and included a definition of the use, that the use could encompass the specialty ammunition business. However the DRC does not believe that this use could be applied to the automotive repair business, and is not recommending a code amendment that would allow that use in the CH zone.

The Planning Commission held a public hearing on March 9, 2021. No public was present to comment on the proposed changes. The Planning Commission discussed the proposed amendments with the applicant and the future of the Town Center. The Planning Commission recommended approval of the alternative language proposed by staff.

### **POSSIBLE MOTION**

I move that the City Council approve ORD 2021-04 amending Land Use Code 10-1-46 and 10-25-1 for the use of Artisan & Craftsman Industry with the following findings:

1. The proposed amendment is in accord with the comprehensive general plan, goals and policies of the city.
2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.
3. The proposed amendment is in accord with the Town Center Master Plan and the future implementation of the draft form based code.

4. The uses proposed by the applicant are not in accord with the Town Center Master Plan and may negatively affect the implementation of the adopted plan.

#### Attachments

- 1) Aerial/Zoning Map (CH Zone)
- 2) Applicant's Proposed Amendment
- 3) ORD2015-18 Amending the CH Zone



## Applicant Proposed Code Amendment Language

### 10-25-1: PURPOSE:

The purpose of the highway commercial (C-H) zoning district is to encourage a mixture of uses supporting all modes of transportation utilizing Highway 89, including, but not limited to, pedestrians, cyclists, public transit, and vehicular traffic. The design standards and use restrictions intend to unify the corridor with the town center to create a distinct identity for the area, improve the appearance, and enhance the safety of the Highway 89 corridor.

### 10-25-2: USE REGULATIONS:

A. General Provisions: No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the highway commercial (C-H) zoning district except as provided in this title. Accessory uses and buildings customarily incidental to uses authorized by conditional use permit in any district are also authorized by issuance of a conditional use permit in any such district.

B. Developments: Developments in the highway commercial (C-H) zoning district which contain mixed uses (combining of residential and nonresidential uses) or multi-family developments are subject to the requirements of chapter 13, "Planned District (P)", of this title and may only be approved after going through the process required by that chapter.

C. Permitted Uses: The following uses of land shall be permitted in the highway commercial (C-H) zoning district:

- [Automobile Body and Fender Shop when setback a minimum of 100' from the highway or located behind another building so as not to be visible from the highway](#)
- [Convenience Retail and Convenience Stores](#)
- General office.
- General retail and personal services, except for those that are prohibited in this zone.
- [Industrial Assembly as an accessory use to a Retail Goods or Retail Service Establishment, provided any buildings used solely for Industrial Assembly shall have a minimum setback of 150' from the highway](#)
- [Light Manufacturing as an accessory use to a Retail Goods or Retail Service Establishment, provided any buildings used solely for Light Manufacturing shall have a minimum setback of 150' from the highway](#)
- [Online sales, as an accessory use to any other use permitted in this zoning district](#)
- Restaurants.
- [Retail Goods Establishments of twenty thousand \(20,000\) or fewer square feet, except for those that are expressly prohibited below.](#)
- [Retail Service Establishments of twenty thousand \(20,000\) or fewer square feet, except for those that are expressly prohibited below.](#)
- Sales of automobiles, recreational vehicles and motor sports vehicles.
- [Sales of automotive parts, including Industrial Assembly and Light Manufacturing of such parts](#)
- [Wholesale Distribution as an accessory use to a Retail Goods or Retail Service Establishment, provided any buildings used solely for Wholesale Distribution shall have a minimum setback of 150' from the highway](#)

D. Conditional Uses: The following uses of land shall be conditional in the highway commercial (C-H) zoning district:

- [Auto body shops and auto repair facilities, excluding oil change and lubrication shops.](#)
- Retail stores larger than twenty thousand (20,000) square feet.

## Applicant Proposed Code Amendment Language

- Special events (carnivals, craft fairs, farmers' markets, festivals, fundraisers, mobile food truck fairs).

E. Prohibited Uses: The following uses of land are prohibited in the highway commercial (C-H) zoning district:

- ~~Auto body shops and auto repair facilities, excluding oil change and lubrication shops.~~
- [Automobile Service and Self-Service Stations](#)
- Bowling alleys.
- Car wash facilities.
- Gas stations.
- Manufacturing, [except for Light Manufacturing as an accessory use to a Retail Goods or Retail Service Establishment.](#)
- Mining.
- Nonstore retailers.
- Pawnshops, title loan, quick loan or other payday loan or check cashing services.
- Pipeline transportation.
- Private clubs.
- RV (recreational vehicle) parks and campgrounds.
- Rail transportation.
- Residential development containing less than five (5) dwelling units.
- Self-serve laundromats.
- Self-storage.
- Sexually oriented businesses.
- Support activities for transportation.
- Taverns.
- Tobacco stores.
- Truck transportation.
- Uses requiring outside storage.
- Warehousing and storage facilities, [except as an accessory use to a Retail Goods or Retail Service Establishment.](#)
- Waste management and remediation services.
- Wholesale [Distribution, except as an accessory use to a Retail Goods or Retail Service Establishment.](#)

F. Staff Determination Uses: All uses not listed herein shall go through the staff determination process as outlined in section [10-11-2](#) of this title.

## Applicant Proposed Code Amendment Language

### 10-25-1: PURPOSE:

The purpose of the highway commercial (C-H) zoning district is to encourage a mixture of uses supporting all modes of transportation utilizing Highway 89, including, but not limited to, pedestrians, cyclists, public transit, and vehicular traffic. The design standards and use restrictions intend to unify the corridor with the town center to create a distinct identity for the area, improve the appearance, and enhance the safety of the Highway 89 corridor.

### 10-25-2: USE REGULATIONS:

A. General Provisions: No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the highway commercial (C-H) zoning district except as provided in this title. Accessory uses and buildings customarily incidental to uses authorized by conditional use permit in any district are also authorized by issuance of a conditional use permit in any such district.

B. Developments: Developments in the highway commercial (C-H) zoning district which contain mixed uses (combining of residential and nonresidential uses) or multi-family developments are subject to the requirements of chapter 13, "Planned District (P)", of this title and may only be approved after going through the process required by that chapter.

C. Permitted Uses: The following uses of land shall be permitted in the highway commercial (C-H) zoning district:

- [Automobile Body and Fender Shop when setback a minimum of 100' from the highway or located behind another building so as not to be visible from the highway](#)
- [Convenience Retail and Convenience Stores](#)
- General office.
- General retail and personal services, except for those that are prohibited in this zone.
- [Industrial Assembly as an accessory use to a Retail Goods or Retail Service Establishment, provided any buildings used solely for Industrial Assembly shall have a minimum setback of 150' from the highway](#)
- [Light Manufacturing as an accessory use to a Retail Goods or Retail Service Establishment, provided any buildings used solely for Light Manufacturing shall have a minimum setback of 150' from the highway](#)
- [Online sales, as an accessory use to any other use permitted in this zoning district](#)
- Restaurants.
- [Retail Goods Establishments of twenty thousand \(20,000\) or fewer square feet, except for those that are expressly prohibited below.](#)
- [Retail Service Establishments of twenty thousand \(20,000\) or fewer square feet, except for those that are expressly prohibited below.](#)
- Sales of automobiles, recreational vehicles and motor sports vehicles.
- [Sales of automotive parts, including Industrial Assembly and Light Manufacturing of such parts](#)
- [Wholesale Distribution as an accessory use to a Retail Goods or Retail Service Establishment, provided any buildings used solely for Wholesale Distribution shall have a minimum setback of 150' from the highway](#)

D. Conditional Uses: The following uses of land shall be conditional in the highway commercial (C-H) zoning district:

- [Auto body shops and auto repair facilities, excluding oil change and lubrication shops.](#)
- Retail stores larger than twenty thousand (20,000) square feet.

## Applicant Proposed Code Amendment Language

- Special events (carnivals, craft fairs, farmers' markets, festivals, fundraisers, mobile food truck fairs).

E. Prohibited Uses: The following uses of land are prohibited in the highway commercial (C-H) zoning district:

- ~~Auto body shops and auto repair facilities, excluding oil change and lubrication shops.~~
- [Automobile Service and Self-Service Stations](#)
- Bowling alleys.
- Car wash facilities.
- Gas stations.
- Manufacturing, [except for Light Manufacturing as an accessory use to a Retail Goods or Retail Service Establishment.](#)
- Mining.
- Nonstore retailers.
- Pawnshops, title loan, quick loan or other payday loan or check cashing services.
- Pipeline transportation.
- Private clubs.
- RV (recreational vehicle) parks and campgrounds.
- Rail transportation.
- Residential development containing less than five (5) dwelling units.
- Self-serve laundromats.
- Self-storage.
- Sexually oriented businesses.
- Support activities for transportation.
- Taverns.
- Tobacco stores.
- Truck transportation.
- Uses requiring outside storage.
- Warehousing and storage facilities, [except as an accessory use to a Retail Goods or Retail Service Establishment.](#)
- Waste management and remediation services.
- Wholesale [Distribution, except as an accessory use to a Retail Goods or Retail Service Establishment.](#)

F. Staff Determination Uses: All uses not listed herein shall go through the staff determination process as outlined in section [10-11-2](#) of this title.

**ORDINANCE NO. 2021-04**

**AN ORDINANCE OF THE CITY OF NORTH SALT LAKE  
AMENDING TITLE 10 OF THE CITY CODE RELATED TO  
COMMERCIAL HIGHWAY (CH) ZONE REGULATIONS**

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

**WHEREAS**, the City Council of North Salt Lake City has determined that certain amendments to the Land Use Ordinance and City Code are necessary for the regulation of permitted uses allowed in the Commercial Highway Zone within City; and

**WHEREAS**, the proposed amendments will allow additional uses within the zone in accord with the adopted North Salt Lake Town Center Master Plan; and

**WHEREAS**, the City desires to foster redevelopment along the Highway 89 corridor within the Town Center, the City Council finds it necessary to establish land uses within the Commercial Highway zone that will implement the vision within the adopted General Plan and Town Center Master Plan and ensure the protection of the adjacent residential neighborhoods from land uses that may be incompatible with plans; and

**WHEREAS**, the Planning Commission conducted a public hearing on the proposed amendments on March 9, 2021 and made a recommendation to the City Council on the proposed amendments; and,

**WHEREAS**, the City Council finds that it is in the public interest that the North Salt Lake Land Use Ordinance and City Code be amended at this time; and,

**WHEREAS**, the City Council finds further that the proposed amendment is in accord with the comprehensive general plan, goals and policies of the City and that changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in 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. Code Amendment.** Title 10, of the City Code is hereby amended as attached in Exhibit A.

**Section 2. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, THIS 16th DAY OF MARCH, 2021.**

CITY OF NORTH SALT LAKE

By: \_\_\_\_\_  
Len Arave, Mayor

ATTEST:

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

City Council Vote as Recorded:

[Seal]

<u>Name</u>	<u>Vote</u>
Lisa Watts Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

**Certificate of Posting Ordinance:**

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

Recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

## EXHIBIT A

### CHAPTER 1: GENERAL AND SUPPLEMENTARY PROVISIONS

#### 10-1-46: DEFINITIONS:

Artisan and Craftsman Industry: Production of goods in limited quantities by skilled workers using hand tools, small machinery or other traditional methods. The production, assembly, and/or repair of artisan and craftsman goods shall create no noxious by-products and may include limited distribution and online sales.

### Chapter 25: Commercial Highway Zone

#### 10-25-1: PURPOSE:

The purpose of the highway commercial (C-H) zoning district is to encourage a mixture of uses supporting all modes of transportation utilizing Highway 89, including, but not limited to, pedestrians, cyclists, public transit, and vehicular traffic. The design standards and use restrictions intend to unify the corridor with the town center to create a distinct identity for the area, improve the appearance, and enhance the safety of the Highway 89 corridor. (Ord. 2015-18, 11-17-2015)

#### 10-25-2: USE REGULATIONS:

A. General Provisions: No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the highway commercial (C-H) zoning district except as provided in this title. Accessory uses and buildings customarily incidental to uses authorized by conditional use permit in any district are also authorized by issuance of a conditional use permit in any such district.

B. Developments: Developments in the highway commercial (C-H) zoning district which contain mixed uses (combining of residential and nonresidential uses) or multi-family developments are subject to the requirements of chapter 13, "Planned District (P)", of this title and may only be approved after going through the process required by that chapter.

C. Permitted Uses: The following uses of land shall be permitted in the highway commercial (C-H) zoning district:

Artisan and Craftsman Industry (8,000 sq. ft. maximum): Shall not create noxious by-products and must include a showroom or retail outlet.

General office.

General retail and personal services, except for those that are prohibited in this zone.

Restaurants.

Sales of automobiles, recreational vehicles and motor sports vehicles.

D. Conditional Uses: The following uses of land shall be conditional in the highway commercial (C-H) zoning district:

Retail stores larger than twenty thousand (20,000) square feet.

Special events (carnivals, craft fairs, farmers' markets, festivals, fundraisers, mobile food truck fairs).

E. Prohibited Uses: The following uses of land are prohibited in the highway commercial (C-H) zoning district:

## EXHIBIT A

Auto body shops and auto repair facilities, excluding oil change and lubrication shops.

Bowling alleys.

Car wash facilities.

Gas stations.

Manufacturing.

Mining.

Nonstore retailers.

Pawnshops, title loan, quick loan or other payday loan or check cashing services.

Pipeline transportation.

Private clubs.

RV (recreational vehicle) parks and campgrounds.

Rail transportation.

Residential development containing less than five (5) dwelling units.

Self-serve laundromats.

Self-storage.

Sexually oriented businesses.

Support activities for transportation.

Taverns.

Tobacco stores.

Truck transportation.

Uses requiring outside storage.

Warehousing and storage facilities.

Waste management and remediation services.

Wholesale.

F. Staff Determination Uses: All uses not listed herein shall go through the staff determination process as outlined in section [10-11-2](#) of this title. (Ord. 2015-18, 11-17-2015)

### **10-25-3: SITE REGULATIONS:**

A. Height Regulations: The maximum height for all buildings and structures in feet shall be sixty feet (60'), or four (4) stories, whichever is lower, except as approved by conditional use.

B. Lot Standards:

1. Minimum lot area, width, depth shall be determined through the site plan review process and shall be what is necessary for a proposed development to comply with maximum height, parking, landscaping, right of way dedication, where applicable, and any other site requirements of this or other titles.

## EXHIBIT A

C. Landscaping: The minimum amount of landscaping required for each lot shall be ten percent (10%). Landscaping for all developments shall, at a minimum, comply with the cross section for U.S. 89 in this chapter.

D. Setbacks:

1. The front yard setback shall be ten feet (10'), but 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. The front yard setback is measured from the front property line after any necessary right of way has been dedicated.

2. There are no side or rear yard setbacks, except as required by the international building code.

E. Parking:

1. Parking may only be located to the side or rear of any buildings in the highway commercial (C-H) zoning district.

2. All parking shall meet the requirements of chapter 6 of this title, except as may be modified below:

a. Retail: Sixty five percent (65%) of the required parking found in chapter 6 of this title. (Ord. 2015-18, 11-17-2015)

### **10-25-4: U.S. 89 RIGHT OF WAY AND IMPROVEMENT REQUIREMENTS:**

A. Development along the U.S. 89 corridor shall dedicate not less than fifty five feet (55') of right of way ( $\frac{1}{2}$  of the required 110 foot right of way on U.S. 89) for the full length of the proposed project and shall include the following improvements within that right of way:

1. Six foot (6') median ( $\frac{1}{2}$  of a 12 foot median).
2. Two (2) 12-foot automobile travel lanes.
3. Seven and one-half foot ( $7\frac{1}{2}'$ ) improved shoulder.
4. Two and one-half foot ( $2\frac{1}{2}'$ ) curb and gutter.
5. Eight foot (8') landscaped park strips.
6. Seven foot (7') sidewalk.

B. Required landscaping shall include street trees from the city's approved list of tree species. Required street trees shall be located within the required park strip. If it is determined that planting trees within the park strip presents a safety hazard or hazard to utility lines, street trees may be moved to the front yard setback area. (Ord. 2015-18, 11-17-2015)



# CITY OF NORTH SALT LAKE

---

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

Len Arave  
Mayor

Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** March 16, 2021

**SUBJECT:** Consideration of Resolution 2021-08R: A resolution approving a consulting services agreement and appointing a City Attorney.

---

### **RECOMMENDATION**

I recommend approval of Resolution 2021-08R: A resolution approving a consulting services agreement and appointing a City Attorney.

### **BACKGROUND**

As you know, the City has been seeking a replacement for David Church, City Attorney. During the course of this process, the City solicited proposals from interested and qualified firms and individuals. We interviewed six firms and brought two firms to the City Council for your consideration. The attached resolution and agreement has been prepared in order for the Council to make a final selection and appointment of a new City Attorney.

The firm presented in this material for appointment is Hayes Godfrey Bell and Mr. Todd Godfrey is proposed to be the City principal attorney who will work directly with the Council and staff.

### **PROPOSED MOTION**

I move that the City Council approve Resolution 2021-08R: A resolution approving a consulting services agreement and appointing a City Attorney.

**RESOLUTION NO. 2021-08R**

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF  
NORTH SALT LAKE APPROVING A CONSULTING SERVICES  
AGREEMENT (AGR 2021-12A) AND APPOINTING A FIRM TO THE  
POSITION OF CITY ATTORNEY.**

WHEREAS, the City of North Salt Lake has a vacancy in its position of City Attorney; and,

WHEREAS, the City has a desire to fill its City Attorney position and has undertaken a hiring process to solicit proposals from qualified attorneys in order to select a new City Attorney; and,

WHEREAS, the City has selected Mr. Todd Godfrey of Hayes Godfrey Bell, P.C., as outlined in the attached consulting services agreement, as its choice to become the City Attorney.

**NOW THEREFORE, BE IT RESOLVED** by the City of North Salt Lake City Council that it hereby approves or otherwise orders the following:

Section 1. Mr. Todd Godfrey, together with the firm of Hayes Godfrey Bell, P.C., is hereby appointed to be the City Attorney.

Section 2. The attached consulting services agreement (Agreement 2021-12A) entitled "Legal Services Agreement" is hereby approved.

Section 3. This resolution is effective immediately upon adoption.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 16th day of March, 2021.

BY THE CITY COUNCIL:

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

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

ATTEST:

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

**AGREEMENT FOR LEGAL SERVICES**

**THIS AGREEMENT** is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF NORTH SALT LAKE**, a municipal corporation of the State of Utah, hereinafter referred to as the “City,” and **HAYES GODFREY BELL, P.C.**, a Utah professional corporation, hereinafter referred to as the “Attorney”.

**WITNESSETH:**

**WHEREAS**, the City is a legal municipal corporation duly organized under the laws of the State of Utah; and

**WHEREAS**, the City requires various civil legal services to be performed in connection with its purposes and business and the Attorney is willing to perform said legal services as more particularly set forth herein.

**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 parties agree as follows:

1. **Attorney’s Services.** Attorney agrees to perform or provide legal services for the City as requested in connection with civil matters of the City and to give legal consultation and advice to the City with respect to the same, and to prepare resolutions, contracts and other documents relating to the business of the City, and to attend meetings of the City and other meetings and hearings as requested by the City.

2. **Appointment.** The City hereby appoints Hayes Godfrey Bell, P.C., as City attorney. Services performed under this Agreement will primarily be performed by Todd J. Godfrey. Other members of the firm, including Jayme L. Blakesley, Mark F. Bell, and Brad Christopherson may occasionally provide services.

3. **Attorney Compensation.** For the professional services outlined in paragraph 1 hereinabove, Attorney shall charge and be paid in accordance with Attorney’s regularly charged municipal rates of \$195 per hour. The City should expect the majority of services to be performed by Mr. Godfrey. Hourly rates charged by Attorney shall be deemed to include Attorney’s internal overhead office costs. At the time of entry of this Agreement, it is anticipated that the predominant rate charged by Attorney will increase to \$205 per hour starting July 1, 2021. After that time, rates are subject to change by Attorney from time to time to reflect increases in the cost of doing business. No rate change shall be implemented by attorney without specific consultation with the City. The City agrees to reimburse Attorney for all costs and expenses advanced by Attorney on the City’s behalf with respect to litigation or otherwise.

4. **Termination.** This Agreement may be terminated by either party hereto by giving written notice of such termination to the other party. If such termination is without cause, the party terminating this Agreement shall give the other party a minimum of thirty (30) days advance written notice of termination.

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

**“CITY”**

**CITY OF NORTH SALT LAKE**

ATTEST:

---

Linda Horrocks  
City Recorder

---

Len Arave, Mayor

**“ATTORNEY”**

**HAYES GODFREY BELL, P.C.**

---

Todd J. Godfrey



## NORTH SALT LAKE ENGINEERING

---

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

LEONARD ARAVE  
Mayor

PAUL OTTOSON, PE  
City Engineer

### **MEMORANDUM**

To: Honorable Mayor & City Council  
From: Paul Ottoson  
Date: March 16, 2021  
Subject: Redwood Road Sidewalk at 1100 North Project

### **RECOMMENDATION**

Staff recommends awarding the Redwood Road Sidewalk at 1100 North Project to Post Construction for the price of \$88,830.00.

### **BACKGROUND**

This project consists of constructing a six foot wide asphalt sidewalk adjacent to the curb and gutter on the west side of Redwood Road from the north property line of the Hampton Place apartments to the City's north limit line. It also includes importing fill material, removing and replacing fencing, removing trees and relocating a fire hydrant. The north end of sidewalk will tie into the existing sidewalk in Woods Cross City.

A few months ago, staff started receiving correspondence from concerned parents who were walking their young children along Redwood Road from Foxboro to Odyssey Elementary School in Woods Cross. They have been forced to walk in Redwood Road due to the steep slope behind the curb and gutter. This project will get them safely out of the road.

The City received four bids and they are shown below:

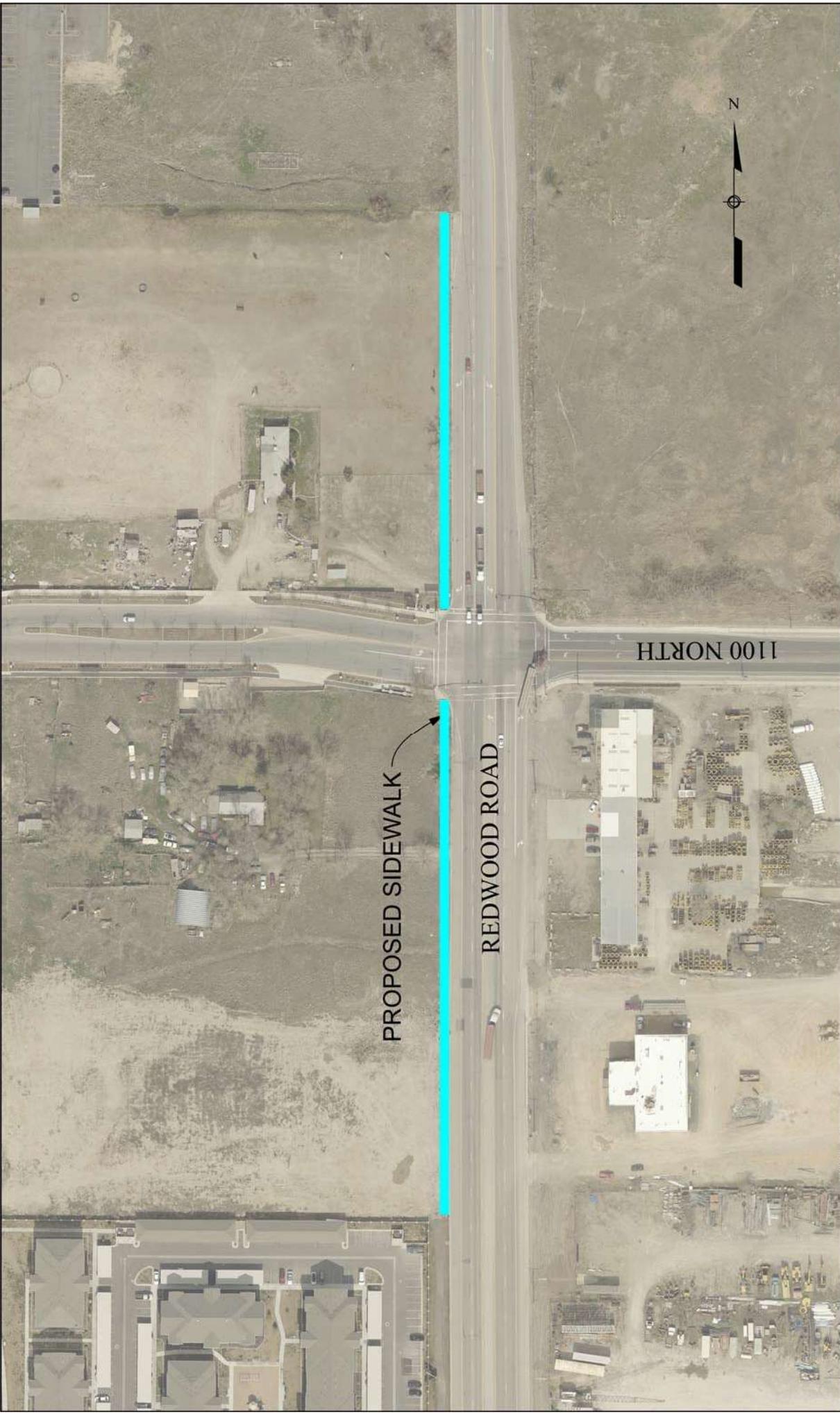
<u>Contractor</u>	<u>Price</u>
Post Construction	\$ 88,830.00
Advanced Paving and Construction, LLC	\$ 98,000.00
ACME Construction	\$ 98,893.85
Beck Construction and Excavation	\$131,095.00

The City received a grant from the UDOT TAP Funds program. UDOT's share is \$98,750.00 and the City's share is \$34,250.00 for a total cost of \$133,000.00 which is also the budget for this project. Unfortunately, the costs to purchase the right-of-way were over \$63,000 which far exceeded what was expected, so a budget adjustment will have to be approved. The budget amendment has been scheduled for the April 6 City Council meeting.

Post Construction has completed several projects in the city and their work has been very good.

### **POSSIBLE MOTION**

I recommend City Council award the Redwood Road Sidewalk at 1100 North Project to Post Construction for the price of \$88,830.00.



PROPOSED SIDEWALK

REDWOOD ROAD

1100 NORTH



REVISION	DATE	BY	DESCRIPTION	DESIGN	DATE	BY	DESCRIPTION
				DRAWN	AMK		
				CHECKED	AMK		
				DATE	AMK		
				DATE	AMK		
				DATE	AMK		
				DATE	AMK		

		<b>CITY OF NORTH SALT LAKE</b> LEN ARAVE KEN LESTERMAN KEN CLYDEMAN	SHEET 1 OF 1 PROJECT NO. 17-026
<b>SITE LOCATION</b>		<b>REDWOOD ROAD SIDEWALK          AT 1100 NORTH</b>	
10 East Center Street North Salt Lake, UT 84054 801-338-9700			



North  
Salt Lake





# CITY OF NORTH SALT LAKE

---

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

Len Arave  
Mayor

Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Linda Horrocks, City Recorder

**DATE:** February 2, 2021

**SUBJECT:** 2021 Election Services Contract with Davis County

---

### **RECOMMENDATION**

I recommend the City Council approve Resolution 2021-07R: a resolution approving entering into Agreement 2021-05A with Davis County for 2021 Municipal Election Services.

### **BACKGROUND**

Davis County has provided us with a contract and information to assist with our municipal primary and general elections in 2021. They have the resources, personnel and equipment for these elections, and we value their expertise.

This year's estimate is \$16,298.87. (The 2019 estimate was \$15,584.14) As a reminder, we are required to send ballots to all registered voters, and there was an increase in new registered voters from last year's presidential election. There are also some small administrative cost increases for 2021.

It should be noted that this cost would be doubled should a primary election be required.

### **PROPOSED MOTION**

I move that the City Council approve Resolution 2021-07R entering into an Interlocal Cooperation Agreement for the 2021 Municipal Election Services, agreement number 2021-05A.

**INTERLOCAL COOPERATION AGREEMENT  
FOR MUNICIPAL ELECTION SERVICES**

This agreement for Municipal Election Services is between Davis County, a political subdivision of the state of Utah (the “County”), and City of North Salt Lake, a municipal corporation of the state of Utah (the “City”). County and City may be referred to collectively as the “parties” herein or individually as a “party” herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2021 upon the following terms and conditions; and

WHEREAS, the Parties pursuant to the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the “Act”), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, are authorized to enter into this agreement.

The parties therefore agree as follows:

1. The County’s Obligations. If a municipal primary election and a municipal general election is needed in August 2021 and November 2021, respectively, the County shall provide the following:
  - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
  - 1.2. Provide for delivery and retrieval of voting equipment;
  - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
  - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
  - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
  - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
  - 1.7. Canvass reports;
  - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
  - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
  - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
  - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
  - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
  - 1.13. If required, in cooperation with the City, conduct an election audit; and
  - 1.14. Store all election returns for the required twenty-two (22) months.

2. The City's Obligations. The City shall:
  - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
  - 2.2. Enter into a polling location Indemnification Agreement, if needed;
  - 2.3. Perform Declaration of Candidacy filing;
  - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
  - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
  - 2.6. Proof and approve the accuracy of the printed and audio of ballot formats;
  - 2.7. Arrange and conduct election canvass;
  - 2.8. Prepare candidate certificates;
  - 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
  - 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. Compliance with Applicable Laws. Each party agrees to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.
4. Costs. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". City will submit payment to County within thirty (30) days of City receiving an invoice prepared by County relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this agreement prior to the date that this agreement is terminated.
5. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
6. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
7. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 7.1. The mutual written agreement of the parties;
  - 7.2. By either party after any material breach of this agreement;
  - 7.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
  - 7.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
9. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
10. No Separate Legal Entity. No separate legal entity is created by this agreement.
11. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
14. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.

15. Entire Agreement; Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
16. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.
17. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
- 17.1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- 17.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.
18. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

<p>_____ CITY</p> <p>Printed Name: _____  Mayor  Dated: _____</p> <p>ATTEST:</p> <p>Printed Name: _____  City Recorder  Dated: _____</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p>_____  City Attorney  Dated: _____</p>
--	--

DAVIS COUNTY	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
_____ Bob J Stevenson, Chairman Board of Davis County Commissioners Dated: _____	_____ Davis County Attorney's Office Dated _____
ATTEST:  _____	
_____ Curtis Koch Davis County Clerk Auditor Dated: _____	

## EXHIBIT A

North Salt Lake

**2021 General  
DAVIS COUNTY ELECTION EXPENSES  
Estimate**

<b>Poll Worker Compensation</b>	<b>QTY</b>	<b>COST</b>	<b>TOTAL</b>	<b>Notes</b>
Poll Manager (PM)	1	\$160.00	\$160.00	
Training Course(s)	1	\$50.00	\$50.00	
Assistant Poll Manager	0	\$160.00	\$0.00	
Training Course(s)	0	\$50.00	\$0.00	
Receiving Clerk	1	\$135.00	\$135.00	
Training Course(s)	1	\$35.00	\$35.00	
Ballot Clerk	1	\$135.00	\$135.00	
Training Course(s)	1	\$35.00	\$35.00	
Host		\$125.00	\$0.00	
Training Course(s)		\$25.00	\$0.00	
Alternate Poll Workers	1	\$437.50	\$31.25	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	1	\$5.20	\$5.20	
			<b>\$586.45</b>	
<b>Poll Worker Recruitment and Training</b>				
Poll Worker Recruitment and Processing	3	\$8.00	\$24.00	
Training Creation and Preparation (Includes equipment and preparation)	1	\$500.00	\$33.33	Shared with all cities/districts
Poll Worker Handbook and Supplies	3	\$5.00	\$15.00	Or Actual Printing Cost
Poll Worker Training (per person)	3	\$20.00	\$60.00	
Personal Protective Equipment and Supplies	1	\$1,500.00	\$100.00	Shared with all cities/districts
		<b>Sub Total</b>	<b>\$232.33</b>	
<b>Equipment</b>				
Express Vote	1	\$75.00	\$75.00	
Testing Pre and Post election				
Security Seals				
Express Vote Ballot Stock				
Memory Media Programming	1	\$15.00	\$15.00	
DS200	1	\$75.00	\$75.00	
Testing Pre and Post election				
Security Seals				
Report Paper Roll				
Memory Media Programming	1	\$15.00	\$15.00	
Voting Booth Rental	4	\$5.00	\$20.00	
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WIFI Connection	1	\$61.00	\$61.00	
Receiving Clerk Electronic Poll Book	1	\$75.00	\$75.00	
Ballot Printing Station	1	\$75.00	\$75.00	
		<b>Sub Total</b>	<b>\$416.00</b>	
<b>Consumable Supplies</b>				
Ballot Stock (BOD)	121	\$0.20	\$24.20	
Polling Location Supplies	1	\$35.00	\$35.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	5	\$25.00	\$8.93	Shared equally by all cities/districts
		<b>Sub Total</b>	<b>\$68.13</b>	
<b>Administrative Services</b>				
Election Programming	1	\$200.00	\$200.00	
Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared equally by all cities/districts
Early Voting Administration	1	\$500.00	\$33.33	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	5	\$500.00	\$166.67	Shared equally by all cities/districts
Election Night Clerk Staff Support	1	\$1,500.00	\$100.00	Shared equally by all cities/districts
Election Night Security	1	\$150.00	\$10.00	Shared equally by all cities/districts
Rovers Training Class	1	\$200.00	\$13.33	Shared equally by all cities/districts
Election Day Help Desk Staff	1	\$450.00	\$30.00	Shared equally by all cities/districts
Pre-Canvass Ballot Issues Audit, if needed	0	\$250.00	\$0.00	
Canvass Preparation	1	\$50.00	\$50.00	
Delivery (per location)	1	\$50.00	\$50.00	
Pickup (per location)	1	\$50.00	\$50.00	
Web Support	1	\$150.00	\$10.00	Shared equally by all cities/districts
Provisional Verification	7	\$0.80	\$5.60	
Election Administration Support	1	\$200.00	\$200.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		<b>Sub Total</b>	<b>\$938.93</b>	

**By-Mail Supplies and Services****Supplies**

By-Mail Outer Envelopes	11023	\$0.080	\$881.84	
By-Mail Inner Return Envelopes	11023	\$0.095	\$1,047.19	
By-Mail Ballots	11023	\$0.28	\$3,086.44	
Test Deck Paper Ballots	1	\$1,018.80	\$50.25	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	1	\$100.00	\$7.14	Shared equally by all cities/districts

**Services**

Election Art/Set-up Production By Runbeck	1	\$3,000.00	\$214.29	Shared equally by all cities/districts
Database Setup By Runbeck		\$3,000.00	\$0.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By Runbeck	11023	\$0.25	\$2,755.75	
Signature Verification and Tabulation (each returned) By County	4189	\$0.40	\$1,675.60	

**Postage**

Postage Outbound	11023	\$0.12	\$1,322.76	Actual Postage
Postage In-Bound	4189	\$0.68	\$2,848.52	Actual Postage
Returned Undeliverable	223	\$0.75	\$167.25	Actual Postage+Processing

**Sub Total** \$14,057.03**Total Election Expense** \$16,298.87**Less District Portion** \$0.00**Amount Due From City** \$16,298.87