



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA SEPTEMBER 21, 2021

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

Posted September 16, 2021

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **SEPTEMBER 21, 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 following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION –6:00 p.m.

1. Engineering Department Construction Update
2. Approval of City Council Minutes of September 7, 2021
3. Action Items
4. Council Reports
5. 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. Consideration of Preliminary/Final Plat Approval for Williamsburg Park Subdivision and Final Site Plan for Williamsburg Apartments, located at 256 South Highway 89, Castlewood Development, Applicant
5. Consideration of **Resolution 2021-30R**: A Resolution Approving a Purchase Agreement (**2021-27A**) with Highland Golf for 84 new Golf Carts to be used at Eaglewood Golf Course and Lease Agreement (**2021-28A**) with Vantage Tag Systems for GPS Equipment for Golf Carts
6. Consideration of **Resolution 2021-35R**: A Resolution Approving an agreement (**2021-31A**) Between the City of North Salt Lake and the South Davis Sewer District for the Use of the City's ARPA Funds in the Amount of \$76,000
7. Consideration of **Resolution 2021-36R**: A Resolution Approving an agreement (**2021-32A**) Between the City of North Salt Lake, Woods Cross City and the Utah Department of Transportation (UDOT) for Use of UDOT Property for a Dog Park

8. Consideration of **Resolution 2021-37R**: A Resolution Approving an agreement (**2021-33A**) Between the City of North Salt Lake and the Weber Basin Water Conservancy District (WBWCD) for the cost sharing of a water line replacement in Main Street
9. Consideration of **Resolution 2021-38R**: A Resolution Creating a Health and Wellness Committee and Creating General Goals and Objectives for that Committee
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*

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 16th day of September 2021.

Dated this 16th day of September 2021.

Lynne D. Horrocks



1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 SEPTEMBER 7, 2021

4
5 **DRAFT**
6

7 Mayor Arave called the meeting to order at 6:14 p.m.

8
9 PRESENT: Mayor Len Arave
10 Council Member Lisa Watts Baskin
11 Council Member Brian Horrocks
12 Council Member Ryan Mumford
13 Council Member Stan Porter
14

15 EXCUSED: Council Member Natalie Gordon
16

17 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,
18 Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Mark Bell,
19 City Attorney; Sherrie Pace, Community Development Director; Linda Horrocks, City Recorder.
20

21 OTHERS PRESENT: Dee Lalliss, Alisa Van Langeveld, Tammy Clayton, residents.
22

23 1. POLICE DEPARTMENT WAGE PROPOSAL DISCUSSION
24

25 Ken Leetham reported on what was occurring along the Wasatch Front related to police wages.
26 He said many cities had drastically increased their police wages and that City staff was
27 proposing an increase for NSL officers consistent with neighboring jurisdictions to remain
28 competitive. The proposed wage change would be part of this fiscal year's budget in the amount
29 of \$574,500, and in subsequent fiscal years, it would be an average of approximately \$850,000.
30

31 Ken Leetham said he would focus on the options for funding future fiscal years. He said there
32 was a healthy amount of unrestricted cash in the General Fund balance in the City's Capital
33 Funds and that at the end of the current fiscal year there should be approximately \$5 million.
34 Mr. Leetham spoke on the impacts to the General Fund and said staff had spent hours using
35 financial modeling software reviewing different scenarios using historical data and future
36 estimates. He said public safety salaries make up 28% of the General Fund and showed a chart
37 detailing the existing pay scale for the police department as well as the proposed pay scale. He
38 explained that the City would soon be non-competitive with the existing entry-level wage for
39 police officers.
40

41 Mr. Leetham focused on the proposed pay scale and the updated corresponding steps. He said
42 that an officer would move through the steps with a focus on leadership, constant improvement
43 and increased responsibility, which was reflected in the steps. Chief Black clarified that any

44 officer was eligible to obtain the first three ranks. He said the corporal and sergeant positions
45 were supervisory and could only be obtained through promotion. Chief Black said all positions
46 required certification in crisis intervention, which was de-escalation training.

47
48 Mayor Arave asked how often individuals changed steps. Chief Black replied that individuals
49 were eligible to advance to the next step on their hire anniversary date each year. They would
50 then need to pass an evaluation and complete annual goals.

51
52 Ken Leetham commented that there were 25 sworn officers including the chief and assistant
53 chief. He said that every officer was expected to increase their skills and earn the step increases.

54
55 Council Member Mumford asked what level the majority of the officers were. Chief Black
56 replied that there was a mix including officers that had been hired collaterally from other
57 departments. He said there was a mix of new and experienced officers with the majority at
58 midrange.

59
60 Janice Larsen commented that she had an analysis of the officers and could send that to the City
61 Council.

62
63 Council Member Mumford asked if the majority of the officers retired after 20 years of service.
64 Chief Black responded that most of the officers were under the retirement URS Tier Two model,
65 which was 25 years of service. He said there were seven officers, including the chief and
66 assistant chief, with over 20 years of experience.

67
68 Ken Leetham said there were three officers at level 1, three officers at level 2, eight master
69 officers, three corporals, and four sergeants. He then compared the existing wages versus the
70 proposed wages and said the probationary position would be competitive to allow for the hiring
71 of new officers. Mr. Leetham explained that there was also a means for retaining veteran
72 officers, as it was very difficult to replace an experienced officer.

73
74 Council Member Mumford asked how many overtime hours were standard or typical. He asked
75 how much they relied on having overtime hours. Chief Black replied that the City's patrol
76 officers worked twelve hour shifts. He explained that traditionally most departments had three
77 shifts, which had some advantages and disadvantages. Chief Black said approximately 15% was
78 budgeted to overtime to allow for cases that may come in at the end of a shift. This did not
79 include known events like the Liberty Fest fireworks show, etc. or public and private sector
80 reimbursable overtime for entities such as Big West Oil or the Department of Public Safety.

81
82 Chief Black said that the overtime was based on an 80-hour pay period and not a 40-hour week.
83 He gave an example of a typical workweek with an officer working 12 hours on both Monday
84 and Tuesday, off Wednesday and Thursday, another 12-hour shift on both Friday and Saturday,

85 and then an 8-hour shift on Sunday. The second week they would work a 12-hour shift on both
86 Wednesday and Thursday for a total of 80 hours.

87
88 Ken Leetham spoke on the potential solutions for the upcoming fiscal years including option one
89 with a one-time property tax increase for the next fiscal year. The second option would be to split
90 the property tax increase over a two-year timeframe. He spoke on property tax adjustments and
91 said if the City did not do annual adjustments that the purchasing power of the property tax
92 would erode over time and would not keep up with the City's needs. This could be solved in two
93 ways with either periodic increases or yearly increases.

94
95 Ken Leetham said the estimate for a one-time tax increase would be \$832,000 to cover this wage
96 increase. He said using the current tax rate for a \$435,900 home, which was the average home
97 value in the City, the tax would be \$274. Using this same example with the proposed 30%
98 increase, it would be \$356 or an \$82 increase for one year. Mr. Leetham said if this were done
99 over two fiscal years, it would be a \$416,000 tax increase for the City or \$41 a year for a
100 \$435,900 home. He then provided the property tax break down showing entities who receive
101 property tax and the percentage including 66% to the school district, 12% to Davis County, 9.6%
102 to the City, 11% to the special districts, and 2.4% to the library system. He said there were
103 several options including using a mix of fund balance and a property tax increase to allow for
104 this wage increase.

105
106 Mayor Arave asked how much was generated each year for the Capital Projects Fund. Janice
107 Larsen replied that it was a different amount each year. She said last year was \$1.3 million
108 because of COVID/CARES funds.

109
110 Mayor Arave asked how much of the COVID funds could be used to fund this wage increase.
111 Ken Leetham replied that he did not believe the American Rescue Plan Act (ARPA) funds could
112 be used for police wages. He said they could be used for things like rental or housing assistance.

113
114 Council Member Mumford commented that it looked like the program had been reduced from 15
115 steps to 12 steps. Chief Black replied that it was a retention issue and would help the City to be
116 competitive with other cities.

117
118 Council Member Mumford suggested the potential to combine police forces with Woods Cross
119 and West Bountiful since North Salt Lake had already taken over their courts. He said that would
120 be more of a long-term project or solution and that he was in favor of the wage increase at this
121 time.

122
123 Council Member Horrocks commented that he had spoken with a Salt Lake City police officer
124 recently and was told that their department was down 100 officers. He said there was a supply
125 and demand issue right now.

126

127 Mayor Arave said that society was demanding more of police officers and the City needed to
128 continue to invest in the department. He said it would make sense that retention would be higher
129 if the City was able to pay more.

130
131 Council Member Baskin asked if the requirement for a new officer would be an associate degree.
132 Chief Black responded that he had discussed this with the University of Utah and that there was
133 not a lot of interest in college students to study law enforcement. He said part of what made a
134 good officer was experience on the street and that right now the market for a college graduate in
135 law enforcement was limited. Chief Black said he would continue to maintain the relationships
136 that he had with the University of Utah and Weber State. He said he was on the Weber State
137 police academy advisory board, which helped to cross-train for POST credits with college degree
138 credits. This meant the POST credits would go towards a criminal justice degree at Weber State.

139
140 Council Member Baskin asked Chief Black if he felt like police work was a calling. Chief Black
141 replied affirmatively and said he felt like it was a service type of field similar to those in the
142 medical field. He said sometimes there were officers that were not meant for this type of work
143 and had been counseled to find something different.

144
145 Council Member Porter asked about shift differentials or increased pay for certain shifts such as
146 graveyards. He said several other cities practiced this and asked if this was something the City
147 had considered. Chief Black replied that there was a good number of experienced officers who
148 liked to work the night shift. He said some cities had difficulty finding senior officers to work
149 graveyard shifts. He said there was a midpoint in wages between a day shift and a night shift
150 differential.

151
152 Council Member Baskin asked if it was all based on money or if it was based on crime
153 rates/types of crimes. Chief Black said that the wage increases in other cities to fill vacancies just
154 started occurring in June and was creating a vacuum of how to fill those vacancies. He said the
155 City previously had low turnover because the officers felt supported by the City, community, and
156 department. Chief Black said that some officers would put up with a lot for a 30% pay increase
157 in another city. He commented that while it was not just a pay issue that hopefully this was a
158 one-time way for some cities to recruit officers.

159
160 Ken Leetham commented that the job of a police officer was harder now and that there was a
161 different atmosphere. He said it was critically important to maintain the culture of the department
162 with skilled veterans and great leadership. Mayor Arave mentioned that the Chief worked hard to
163 hire the right individuals from the start as well.

164
165 2. ADJOURN

166
167 Mayor Arave adjourned the meeting at 7:05 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
SEPTEMBER 7, 2021

DRAFT

Mayor Arave called the meeting to order at 7:22 p.m. Council Member Ryan Mumford offered the invocation and led those present in the Pledge of Allegiance.

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

EXCUSED: Council Member Natalie Gordon

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Mark Bell, City Attorney; Sherrie Pace, Community Development Director; Linda Horrocks, City Recorder.

OTHERS PRESENT: Dee Lalliss, Alisa Van Langeveld, Tammy Clayton, residents.

1. CITIZEN COMMENT

Dee Lalliss commented on the potential property tax increase and how it may affect those that were on social security fixed incomes. He spoke on an exemption that occurred in other states such as Texas and Colorado where once an individual was retired there would then be a freeze on their property taxes. Mr. Lalliss expressed concern for senior citizens in the City and how they could be protected.

2. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2021-34R: A
RESOLUTION AMENDING THE CITY OF NORTH SALT LAKE 2021-2022 FISCAL
YEAR BUDGETS

Janice Larsen reported that the correct Resolution number was 2021-34R for amending the budgets in the General Fund, Roads Capital Fund, Water Fund, Storm Water Fund, and Golf Fund. She said the first change in the General Fund was due to receiving the final sales tax for the year which was higher than anticipated at \$5,369,500 resulting in a budget adjustment of \$276,000, or a 5% increase over the last year. The City also received \$1,234,700 in ARPA funds and corresponding projects including \$76,000 to the Sewer District. There would also be a transfer of that balance to the Capital Fund in the amount of \$1,158,700 as restricted funds until

210 the use was designated. Ms. Larsen stated that other changes included a wage increase for the
211 police department including wages, benefits and overtime. The other change to the General Fund
212 would be the addition of a communications position at \$83,000 in wages and \$58,000 in benefits
213 with 50% of the costs allocated to other departments including 39% to the Water Fund and 11%
214 to the Storm Water Fund. The total net change to the fund balance would be \$369,000.

215
216 In the Road Capital Fund there would be a budget adjustment to the 100 North bridge final
217 design. The total cost of that design would be \$5 million with \$3 million paid by a grant from the
218 State, \$1 million by Davis County, with the remainder to be paid by the City through impact fees
219 from the Road Fund. Ms. Larsen said that changes in the Water Fund included indirect cost
220 allocations of 39% or \$55,000 as well as 11% or \$15,000 in the Storm Water Fund for the new
221 communications position.

222
223 Changes in the Golf Fund were for architectural fees related to the building remodel at \$67,900
224 and cart path paving at \$99,100 for a total cost and a net change of \$167,000, which would need
225 to be corrected in the Resolution.

226
227 Council Member Mumford commented on the proposed wage changes in the budget for the
228 police department and asked if that meant they were approving those increases. Ken Leetham
229 replied that if the City Council approved the budget amendment they would be approving the
230 wage change as well.

231
232 Council Member Baskin asked what the wage range for the communications position would be.
233 Ken Leetham said he did not have the information at this time but this budget proposal would be
234 for the full range.

235
236 **At 7:34 p.m. Mayor Arave opened the public hearing. There were no public comments.**

237
238 **At 7:35 p.m. Council Member Mumford moved to close the public hearing. Council**
239 **Member Horrocks seconded the motion. The motion was approved by Council Members**
240 **Baskin, Horrocks, Mumford and Porter. Council Member Gordon was excused.**

241
242 Mayor Arave asked for further clarification on the proposed wage increase for the police
243 department. Chief Black replied that the minimum requirements to enter the police academy in
244 Utah included that the individual was 21 years old, had a high school diploma or equivalent, was
245 a legal resident of the United States, could effectively communicate in English, and pass a
246 background check. He said the starting wage would be \$57,000 due to market demand, which
247 was midrange along the Wasatch Front.

248
249 Ken Leetham commented that \$57,000 was the benchmark number and was not too high or low
250 comparatively. He looked at every city who had made a wage adjustment and \$27 an hour was
251 the average in Herriman, Salt Lake, South Salt Lake, Sandy, South Jordan, Taylorsville, and

252 potentially West Jordan. Mr. Leetham said Woods Cross, Bountiful, and Centerville were
253 considering the increased wage as well.

254
255 Mayor Arave asked the Chief about his minimum requirements during the new hire process and
256 ongoing. Chief Black said he performed a yearly evaluation with 30 criteria and that they needed
257 a minimum score to advance. They would also need to complete a minimum of 40 hours of
258 training per year including crisis intervention, implicit bias, and a psychological evaluation.

259
260 Mayor Arave asked how many trainees did not make it through training. Chief Black replied that
261 he had only recommended that two individuals leave training. He said there were another half
262 dozen that did not make it through training.

263
264 Council Member Baskin asked about the length of the initial training. Chief Black responded that
265 the POST training took approximately 16 weeks and the field training then took 4-6 months. He
266 said the probation was one year before an officer was operating without direct supervision.

267
268 Council Member Baskin commented that the work the police did allowed the residents to sleep at
269 night. She said there were also nurses and teachers who were underpaid and overworked and that
270 it was a hard time for this request. Mayor Arave said that the police had to deal with a lot of
271 things that the majority of the population did not have to deal with including abuse, suicides, etc.
272 which was something to keep in mind.

273
274 Council Member Horrocks referred back to Mr. Lallis' comments on senior citizens with fixed
275 incomes and asked if there were hardship provisions in place. Ken Leetham replied that he did
276 not think that provisions were in place for property tax relief.

277
278 Mayor Arave suggested using CDBG funds to help seniors on fixed incomes. He said that a
279 blanket exception for those 65 and older may not be reasonable but a grant could be available for
280 those who needed it. Ken Leetham replied that the City could establish a program for deferral of
281 utility payments or other options.

282
283 Janice Larsen commented on a Circuit Breaker program offered by the State for veterans and low
284 income individuals for property tax assistance.

285
286 Council Member Mumford spoke on the police department spending and said the cost for last
287 year was \$4.3 million and this year's proposal was \$5.4 million. Janice Larsen clarified that the
288 difference was due to the City not replacing any fleet vehicles in 2020, an 8% pay increase, and
289 the addition of a new officer.

290
291 Council Member Mumford said that he was in favor the police wage increase but had concern
292 with a property tax increase and passing the burden on to another council.

293

294 Council Member Mumford asked about the truth in taxation hearing process. Ken Leetham
295 replied that the budget was due to be adopted on June 22nd and that if the City Council desired to
296 raise property taxes, a truth in taxation hearing would be held in August. The City Council would
297 then vote on the tax rate to be adopted. He said that while raising property taxes may be an easy
298 solution that staff would continue to work on the issue and other solutions or ways to offset the
299 cost.

300

301 Council Member Baskin asked if there was a way to defer the decision to raise police pay to
302 allow staff to explore other options. Ken Leetham said the risk with doing that was retention and
303 current officers wondering about the City's level of commitment.

304

305 Chief Black was in agreement and said this seemed to be the result of a city that was facing a
306 problem and decided that the best solution was to raise police wages. He said this would affect
307 other cities and may result in officers leaving for cities that offered higher wages. Ken Leetham
308 said his biggest concern was morale in the police department.

309

310 Council Member Baskin commented that her dilemma was the human factor of individuals who
311 were making a living in keeping residents safe and that her role as an elected official was to
312 promote the general welfare and the public safety of the citizens. She said it was a demoralized
313 time in the Country, which she took into context as well which caused her to think about waiting.
314 Council Member Baskin said the City could not let its guard down in terms of public safety so
315 she would vote for the tax increase. She said everyone had it hard right now from retirees to
316 nurses and that this should be conveyed to the officers as well.

317

318 **Council Member Mumford moved to approve Resolution 2021-34R: a resolution of the**
319 **City Council of the City of North Salt Lake adopting an amendment to adjust the fiscal**
320 **year 2021-2022 General Fund, Road Capital Fund, Water Fund, Storm Water Fund, [and**
321 **Golf Fund] budgets. Council Member Porter seconded the motion.**

322

323 Council Member Horrocks asked about the Golf Fund. Janice Larsen clarified that the adjusted
324 amount to the Golf Fund was \$167,000 in expenditures and a net change in the fund balance for
325 the same amount.

326

327 **Council Member Mumford amended his motion to include the adjusted amount for the**
328 **Golf Fund as explained in this meeting. Council Member Porter seconded the amended**
329 **motion. The motion was approved by Council Members Baskin, Horrocks, Mumford and**
330 **Porter. Council Member Gordon was excused.**

331 3. CONSIDERATION OF RESOLUTION 2021-30R: A RESOLUTION APPROVING A
332 LEASE AGREEMENT (2021-27A) WITH HIGHLAND GOLF FOR 84 NEW GOLF
333 CARTS TO BE USED AT EAGLEWOOD GOLF COURSE AND LEASE
334 AGREEMENT (2021-28A) WITH VANTAGE TAG SYSTEMS FOR GPS
335 EQUIPMENT FOR GOLF CARTS
336

337 Mayor Arave reported that this item would be postponed.
338

339 4. CONSIDERATION OF RESOLUTION 2021-28R: A RESOLUTION APPROVING A
340 CDBG CONTRACT WITH DAVIS COUNTY FOR THE OVERLAND ROAD
341 SIDEWALK (2021-26A)
342

343 Sherrie Pace reported that in 2020 the City Council approved an application for a CDBG grant
344 with Davis County for the installation of a sidewalk on Overland Drive next to the Colonial
345 Woods mobile home park. At the time of the grant application, the estimated cost was \$66,624
346 with a 75/25 split. The original grant request was for \$49,968 (75%) from the County and
347 \$16,656 (25%) in matching funds to be paid by the City. She stated that Davis County had
348 awarded the City \$48,000 so in order to comply with the grant agreement, the City match would
349 need to be increased to \$18,624 (28%). This resolution would approve the contract with Davis
350 County, allow the City to receive the funds, and provide for the installation of the sidewalk this
351 year.
352

353 **Council Member Horrocks moved that the City Council approve Resolution 2021-28R: a**
354 **resolution approving a sub-recipient agreement for the conduct of a community**
355 **development project between Davis County and the City of North Salt Lake and**
356 **authorizing the City Manager to sign and execute the agreement. Council Member**
357 **Mumford seconded the motion. The motion was approved by Council Members Baskin,**
358 **Horrocks, Mumford and Porter. Council Member Gordon was excused.**
359

360 5. CONSIDERATION OF AMENDMENT TO RESOLUTION 2021-23R: A
361 RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO
362 SUBMIT AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT
363 AGENCY (FEMA) FOR THE HAZARD MITIGATION PROGRAM FOR THE
364 PURCHASE AND INSTALLATION OF WELL AND PUMP HOUSE GENERATORS
365

366 Sherrie Pace reported that in November of 2020 the City Council passed a resolution for
367 matching funds and instructed staff to submit an application to FEMA for the Building Resilient
368 Infrastructure and Communities (BRIC) grant. Staff applied but was not awarded funding;
369 however, the State provided another grant opportunity, known as the FEMA Hazard Mitigation
370 Grant Program (HMGP) for which the City was likely to be awarded funds for the generator
371 project. She said the Resolution needed to be updated with the correct grant name.
372

373 **Council Member Mumford moved that the City Council approve Resolution 2021-23R**
374 **amending authorizing the submittal of a FEMA HMGP grant application seeking funds for**
375 **the purchase and installation of generators for the City’s culinary water facilities, and**
376 **authorizing matching funds. Council Member Baskin seconded the motion. The motion**
377 **was approved by Council Members Baskin, Horrocks, Mumford and Porter. Council**
378 **Member Gordon was excused.**

379
380 6. CONSIDERATION OF RESOLUTION 2021-32R: A RESOLUTION SUPPORTING
381 TWO APPLICATIONS TO THE GOVERNOR’S OFFICE OF PLANNING AND
382 BUDGET FOR THE COVID-19 LOCAL ASSISTANCE MATCHING GRANT FOR
383 THE REPLACEMENT OF WATER LINES ON LACEY WAY AND AT THE POINTE
384 AT NORTHRIDGE APARTMENTS

385
386 Sherrie Pace showed a map of the water lines located at the Pointe at Northridge Apartments and
387 at Lacey Way. She said the water line at Lacey Way was installed in the 1970s and was
388 undersized and not structurally sound. Some of the materials were too thin making them fragile
389 and prone to breaking. The cost estimate for this portion of the project was \$880,000. She said
390 the water line at The Pointe at Northridge Apartments was currently cast iron pipe that had aged
391 poorly and had exceeded its life span. The water line was installed underneath a storm drain line
392 so crews were unable to access the culinary line for repairs. She said the cost estimate for this
393 portion of the project was \$475,000, and there would be no minimum matching requirement for
394 this grant, but applications with higher match amounts were looked at more favorably. Staff
395 recommended submitting both applications with a 50% match commitment as the projects had
396 already been budgeted for and were on the Capital Facilities plan. The City match for Lacey
397 Way would be \$440,000 and the Pointe at Northridge would be \$237,500.

398
399 Council Member Porter asked if the line would have to be dug up or if a liner could be used. Paul
400 Ottoson replied that the cost estimates included placing a new line.

401
402 Ken Leetham commented that this program was related to ARPA funds and the City only had a
403 30-day notice to apply. He felt the City had a good chance of being awarded the grant.

404
405 **Council Member Baskin moved that the City Council approve Resolution 2021-32R**
406 **authorizing the submittal of two applications to the Governor’s Office of Planning &**
407 **Budget for the COVID-19 Local Assistance Matching Grant program for the replacement**
408 **of water lines on Lacey Way (Valley View to Gary Way) and at the west end of The Pointe**
409 **at Northridge apartments, and authorizing matching funds at 50%. Council Member**
410 **Porter seconded the motion. The motion was approved by Council Members Baskin,**
411 **Horrocks, Mumford and Porter. Council Member Gordon was excused.**

412

413 7. CONSIDERATION OF RESOLUTION 2021-31R: A RESOLUTION AMENDING
414 THE STANDARDS AND SPECIFICATION MANUALS FOR PUBLIC
415 INFRASTRUCTURE CONCERNING RESIDENTIAL STREET LIGHTS
416

417 Sherrie Pace reported that the proposed amendment addressed an unforeseen circumstance
418 related to the installation of street lights within The Ridge development and for future residential
419 developments. The previous standard required a 14-foot tall street light, but due to the shepherd
420 hook design of the light the fixture, there was not a 14-foot clearance above the gutter and
421 pavement height. She said that construction and delivery vehicles had damaged several poles in
422 the development and that the City was working with the light manufacturer on a solution to raise
423 the poles already installed. Ms. Pace said the amended specifications would require a taller pole
424 with a fixture clearance of 14 feet 5 inches above the ground (park strip) and thus effectively
425 provided a clearance above the gutter and pavement height of 14 feet and 11 inches.
426

427 Council Member Baskin asked about the lighting at Tunnel Springs Park. Sherrie Pace replied
428 that the lights at Tunnel Springs were 20 feet tall.
429

430 Ken Leetham commented that some of the lights at Tunnel Springs may be replaced with the
431 current lights at The Ridge development. He said they did have shields installed on the lights at
432 Tunnel Springs.
433

434 David Frandsen said that the lights at Tunnel Springs had not been turned back on at this time.
435

436 Sherrie Pace clarified that there were different lighting standards for the Town Center area,
437 Highway 89, and new single family residential neighborhoods.
438

439 **Council Member Baskin moved that the City Council approve Resolution 2021-31R**
440 **amending the Standards and Specifications Manual for Streets as presented. Council**
441 **Member Horrocks seconded the motion. The motion was approved by Council Members**
442 **Baskin, Horrocks, Mumford and Porter. Council Member Gordon was excused.**
443

444 8. APPROVAL OF CITY COUNCIL MINUTES
445

446 The City Council minutes of August 17, 2021 were reviewed and approved.
447

448 **Council Member Mumford moved to approve the City Council minutes from August 17,**
449 **2021 as written. Council Member Horrocks seconded the motion. The motion was**
450 **approved by Council Members Baskin, Horrocks, Mumford and Porter. Council Member**
451 **Gordon was excused.**

452 9. ACTION ITEMS

453

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

455

456 Ken Leetham commented that staff had delivered a copy of the agreement/easement between the
457 Salt Lake airport and the annexation developers to the Council.

458

459 Ken Leetham said that there would be an item on the next City Council agenda related to a
460 Wellness and Health Committee in conjunction with Communities that Care.

461

462 Council Member Porter spoke on the flooding at Gary Way near the golf course and adopting
463 official policy related to this and homes that existed before the golf course.

464

465 10. COUNCIL REPORTS

466

467 Council Member Mumford stated that the Parks and Arts Board needed a new member to replace
468 Ken Akers. He asked Council Member Baskin for a recommendation as it was her appointment.

469

470 Council Member Mumford reported on upcoming events including NSL Reads on October 7th,
471 the writing and photography contests. He spoke on encouraging participation in the contests. He
472 also said the Halloween event on October 30th would be a drive-thru event again this year due to
473 positive feedback received from last year.

474

475 Council Member Porter reported that the Get to the River event would be held September 25th
476 this year. He said everyone would meet at 8:30 am at the new Riverview boat ramp in Salt Lake
477 City for their canoe/kayak trip.

478

479 Council Member Horrocks reported that he spoke with Mayor Mendenhall of Salt Lake City
480 regarding the annexation. He said the Planning Commission then received a letter stating that
481 Salt Lake was not in favor of the annexation due to several issues, including traffic.

482

483 Council Member Horrocks asked about the painted marks on the newly resurfaced Orchard
484 Drive. Paul Ottoson replied that the lines were Blue Stakes designating utilities and that Google
485 Fiber had instructions not to cut into that street.

486

487 Ken Leetham said that staff provided Google Fiber with a list of the streets that they were not
488 allowed to cut into.

489

490 Council Member Baskin reported on a flood event at the golf course, which affected residents on
491 Deer Hollow Circle. Paul Ottoson replied that it was due to a broken two-inch water line on hole
492 13.

493

494 Ken Leetham commented that these claims were in the system.

495

496 Council Member Baskin spoke on a crevice that was now in the mountainside. Paul Ottoson
497 replied that a contractor would be hired to fix this.

498

499 Council Member Baskin reported that she and Council Member Porter had visited with Patty
500 Jensen who owned eight acres by the proposed River Ranch project as well as an individual who
501 in opposition to the annexation. She also spoke on the navigation easement and urged the
502 Council and staff to pay attention to this, particularly the concession that if the airport did not
503 complain about the project that if the east runway needed to be extended that it would be
504 allowed.

505

506 11. MAYOR'S REPORT

507

508 Mayor Arave reported on the Night Out Against Crime and said it was not well attended due to
509 the weather. He said that he and Council Member Gordon met with managers of the Bountiful
510 Food Pantry and the Youth City Council would now be able to pass out food once a month.

511

512 Mayor Arave said staff met with UDOT to discuss the City's master plan related to I-15 at 600
513 North. He advised the City Council that it was important to keep the master plan up to date.

514

515 12. CITY ATTORNEY'S REPORT

516

517 Mark Bell had nothing to report.

518

519 13. CITY MANAGER'S REPORT

520

521 Ken Leetham reported that staff met with UTA related to Bus Rapid Transit and the Salt Lake
522 City Connector project. He said this project was proposed to take a large portion of Highway 89
523 through the City. Staff took the stance that widening Highway 89 for a dedicated bus rapid
524 transit lane was not the right thing for the City. UTA suggested that there may be a modified
525 solution.

526

527 Ken Leetham then reported that a neighborhood webinar would be held Thursday September 9th
528 for the Main Street construction project. He said this project would include shutting down each
529 side of the street for 24 hours and may require a shuttle service for residents.

530

531 Mayor Arave mentioned an upcoming State redistricting meeting.

532

533 14. ADJOURN INTO CLOSED SESSION

534

535 **At 9:00 p.m. Council Member Porter moved to go into closed session for the purpose of**
536 **discussing the purchase, exchange, sale, or lease of real property. Council Member**
537 **Horrocks seconded the motion. The motion was approved by Council Members Baskin,**
538 **Horrocks, Mumford and Porter. Council Member Gordon was excused.**

539

540 15. RECONVENE INTO REGULAR SESSION

541

542 **At 9:07 p.m. Council Member Horrocks moved to go out of closed session and back into**
543 **regular session. Council Member Mumford seconded the motion. The motion was**
544 **approved by Council Members Baskin, Horrocks, Mumford and Porter. Council Member**
545 **Gordon was excused.**

546

547 16. ADJOURN

548

549 Mayor Arave adjourned the meeting at 9:07 p.m.

550

551

552

553 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*
554 *September 21, 2021 by unanimous vote of all members present.*

555

556

557 _____
Linda Horrocks, City Recorder

Action Items for September 21, 2021

Item	Staff	Description
New		
1	Ken	Staff to send schedule of steps and where each of the City's officers are currently at to the City Council.
2	Sherrie, Janice, Ken	Staff to research ways/programs to assist seniors or others who were disadvantaged in relation to the proposed property tax increase. (use of CDBG or other funds for a city run program, Circuit Breaker program via the State, etc.)
3	Tyler, Ken	Council Member Porter asked about golf course damage that occurs at Gary Way near the golf course and adopting official policy related to this.
Current		
1	Sherrie	River Ranch – send Council information about developer's proposal for the ownership of the parks in the proposed development.
2	Paul	Center Street overpass – only over the Big West Oil track. Paul to survey for elevations and see if it's even possible. <i>Paul has prepared brief and sent to Ken for review.</i>
3	Tyler	Staff to research changing the golf path or other means to help with the issue of homes being hit with golf balls near hole 7 at the golf course. <i>Tyler and his staff will review options for reducing potential damage from stray golf balls, including planting trees or adjusting fairway.</i>
4	Ken, Sherrie, Janice	Staff to review whether ARPA funds could be used for residents facing eviction or landlords who were not being paid.
5	Sherrie	Repair of several drinking fountains is needed in City Hall. <i>Plumbers have begun repairs and will return for second day to complete projects.</i>
6	Sherrie	Review Stericycle zoning and permitting to determine if Stericycle has a land use entitlement to operate a drop-off and sorting facility for medical waste at their current location. Basically, can they continue to operate their facility there after the incineration operations cease. <i>Sherrie has researched history and is preparing a report.</i>
7	Paul, David	Public Safety Committee to evaluate the need for a traffic light at the intersection of 1100 North and 400 West. <i>Ken has met with WX City Manager. Traffic does not warrant a traffic signal; however, Woods Cross will consider their official position and respond back.</i>
8	Linda	Staff to evaluate and propose a new solution for front facing monitors for the City Council chambers. <i>Staff is reviewing options.</i>
9	Sherrie, Paul	Staff to evaluate current codes related to permissible improvements in public park strips. Staff to also perform a legal review of whether or not a land owner can replace the grass in the park strips adjacent to their property. <i>Staff to review and prepare report.</i>
10	Sherrie	Mayor Arave asked that staff check to see if there was an ordinance related to truck access/restrictions in the Village Station development. If not, then staff to look at formal restrictions that would be enforceable. <i>Staff has completed this review, met with Lakeview Rock Products and will be reviewing their proposal for access.</i>
11	David	Repair work to the trail leading to Tunnel Springs Park (off Eaglepointe) as well as the Bonneville Shoreline Trail. (a resident had contacted Natalie about it)
12	Ken	Staff to review whether power lines could be buried along Redwood Road. <i>Ken to report back to CC.</i>
13	Paul	Staff to research solutions for maintaining the commuter trail along the frontage road to Salt Lake.
14	Ken, Craig, Linda	Mayor Arave spoke on Uniting Neighbors, emergency preparedness, Communities That Care, and health. He suggested appointing residents to a board that would encompass these aspects (as well as poverty, mental and physical health, financial needs). <i>Uniting Neighbors Committee charter/bylaws to be amended to include more mental and physical health aspects.</i>

15	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>
16	Paul, Tyler	With the re-routing of storm water near the 14 th hole on the golf course, Staff to look into using the storm water in a water feature at the Eaglewood Sign. <i>Paul met with contractor regarding a design for the storm drain and water feature (may need a budget adjustment). Possibly include in the golf course bond?</i>
17	Ken	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>
18	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.
19	Ken, Linda	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

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: September 21, 2021

SUBJECT: Follow up on various action items

City Engineer response to Current Action Item #2:

“Here are my findings on the research for the Center Street overpass at the Big West Oil rail crossing.

The project begins at the east leg of 400 West Street and goes east to the UPRR single track which is approximately 1,000 feet in length. The Big West Oil rail line is about 670 feet east of the 400 West intersection and about 375 feet west of the UPRR single track. The future overpass will have to be about 32 feet above the tracks for clearance purposes. With these parameters and including vertical curves for the future road, I estimate that the slope of the road will be a 11.0% slope (sloping uphill from west to east) from 400 West to the Big West Oil rail, and a 6.1% slope (sloping downhill from west to east) from the Big West Oil rail to the UPRR single track. These slopes fall within the city code of a maximum slope of 12%, so the project is geometrically possible.

However, there are issues that would need to be taken care of in order for this project to go forward. Several driveway accesses would have to be eliminated. Some can remain, but large retaining walls (up to 32 feet high) will have to be built. Also, all utility lines will be 40 feet deep so they will have to be relocated. This includes all water, sewer, storm drain, gas, power and fiber optic. This will also entail purchasing a good amount of right-of-way.”

City Engineer response to Current Action Item #12:

“This memorandum is in response to the request by city council to research if all the overhead utilities along Redwood Road in the city limits of North Salt Lake can be installed underground and the existing poles be removed. I have contacted Rocky Mountain Power and have been informed that the city can indeed request that this be done. In addition to Rocky Mountain Power’s overhead lines, there are several other communication lines that have co-located on the poles. The city will have to pay for all costs which include:

1. The hiring of a contractor to do all trenching, conduits and concrete vaults. The costs are unknown at this time because the design has not been done, but I estimate it could run at least \$500,000.
2. Rocky Mountain Power's design and construction costs which include installation of all underground electrical work and removal of all poles and cables. Rocky Mountain has just completed a similar project and their costs were \$1,000,000 for 1 mile. It is approximately 2 miles from the city's south limit line to north limit line, so this cost will be about \$2,000,000.
3. Similar work by all other communication lines that are overhead. I have researched our franchise agreements with the fiber optic companies that work in North Salt Lake and all of them state the city is responsible to pay all costs associated with the overhead to underground conversion. This cost is harder to determine, but I would guess it could come in between \$1,000,000 and \$2,000,000.

Total costs to do this project are projected to be between \$3,500,000 and 4,500,000.”

Community Development Director has provided the following response for Current Action Item #1:



Map No.	Net Acres	Park Category	Ownership/Maintenance
A-1	1.75	Community Park	Master HOA
A-2	0.64	Neighborhood Park	Master HOA
A-3	0.69	Neighborhood Park	Master HOA
A-4	0.74	Neighborhood Park	Master HOA
A-5	0.23	Neighborhood Park	Master HOA
B-1	0.44	Courtyard Green	Neighborhood HOA
B-2	0.23	Courtyard Green	Neighborhood HOA
B-3	0.30	Tot Lot / Ball Courts / Playfields	Neighborhood HOA
B-4	0.48	Neighborhood Community Center	Neighborhood HOA
B-5	0.40	Tot Lot/ Ball Courts / Playfields	Neighborhood HOA
B-6	0.28	Landscaped Neighborhood Entrance	Neighborhood HOA
B-7	0.58	Landscaped Neighborhood Entrance	Neighborhood HOA
TR-1	1.96	Loop Road Trail	Master HOA
TR-2	4.92	Loop Road Trail / Jordan River Park and Riverbank Restoration Area	Master HOA
13.64	Total		



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Pace, Community Development Director
DATE: September 21, 2021
SUBJECT: Consideration of Preliminary Plan and Final Plat for Williamsburg Park Subdivision & Final Site Plan for Williamsburg Apartments

RECOMMENDATION

The Planning Commission recommends approval of the Preliminary Plan and Final Plat for Williamsburg Park Subdivision & Final Site Plan for Williamsburg Apartments subject to the following conditions:

1. Correction or clarification on title report of parcel boundary description;
2. Corrected typo in plat note and any engineer redlines on construction plans; and
3. A variance is obtained for a retaining wall taller than 9 feet, or the wall be tiered to less than 9 feet each.

BACKGROUND

The City Council approved the General Development Plan for Williamsburg Luxury Apartments on October 2, 2018. The plan was amended in January of 2019 with a change of architecture. Since that time Castlewood Development has entered into a purchase agreement with the current owners for the project. The new owners were responsible for the demolition and removal of the dilapidated structures that were on the property, as part of their purchase agreement. On April 6, 2021 the City Council approved the Amended General Development Plan increasing the total unit count to 246 with a parking ratio of 1.8 spaces per unit, and a requirement that each unit be provided 1 space for each until that may not be unbundled and rented separately.

REVIEW

Preliminary Plan & Final Plat: Castlewood Development is requesting a preliminary plan and final plat approval for a two lot subdivision for the purposes of financing the commercial building separate from the residential portion of the project. The lots meet the minimum standards for size and frontage. The plat provides for a cross access easement for both lots as well as utility easements in favor of the city for the purposes of maintaining the city storm drain lines on the property and water meters for culinary service. A trail segment and public trail easement is provided along the north property line and will connect to the future Hatch Park trail segment as identified on the City's Town Center Master Plan. There are a couple of engineering redlines on the plat that must be resolved prior to plat recordation:

1. Correction or clarification on title report of parcel boundary description;
2. Corrected typo in plat note.

Final Site Plan: As part of the General Development Plan approval, the developer was required to submit a final site plan with full engineering submission. The site plan has been reviewed and has been found to be in conformance with the approved development agreement and city code. The engineer has some minor redline corrections related to page numbers and water line installation details which needed clarification. The DRC has determined that one issue remaining related to the installation of the retaining walls adjacent to the west property line along the I-215 off ramp. The code limits the height of retaining walls to a maximum height of 9 feet. Walls higher than 9 feet are required to be split into 2 or more walls and be tiered. The tallest portion of the subject retaining wall is approximately 14 feet. Given the topography of the site and the difficulty in maintaining the area that would be created by the tier, the DRC is recommending the developer seek a variance from the Hearing Officer, conditioned upon the engineered block construction as designed, which will provide better aesthetics and maintenance along the west property line.

The proposed architecture and landscaping conform to the development agreement, as well as the previous preliminary site plan approval.

POSSIBLE MOTION

I move that the City Council approve the Preliminary Plan and Final Plat for Williamsburg Park Subdivision & Final Site Plan for Williamsburg Apartments subject to the following conditions:

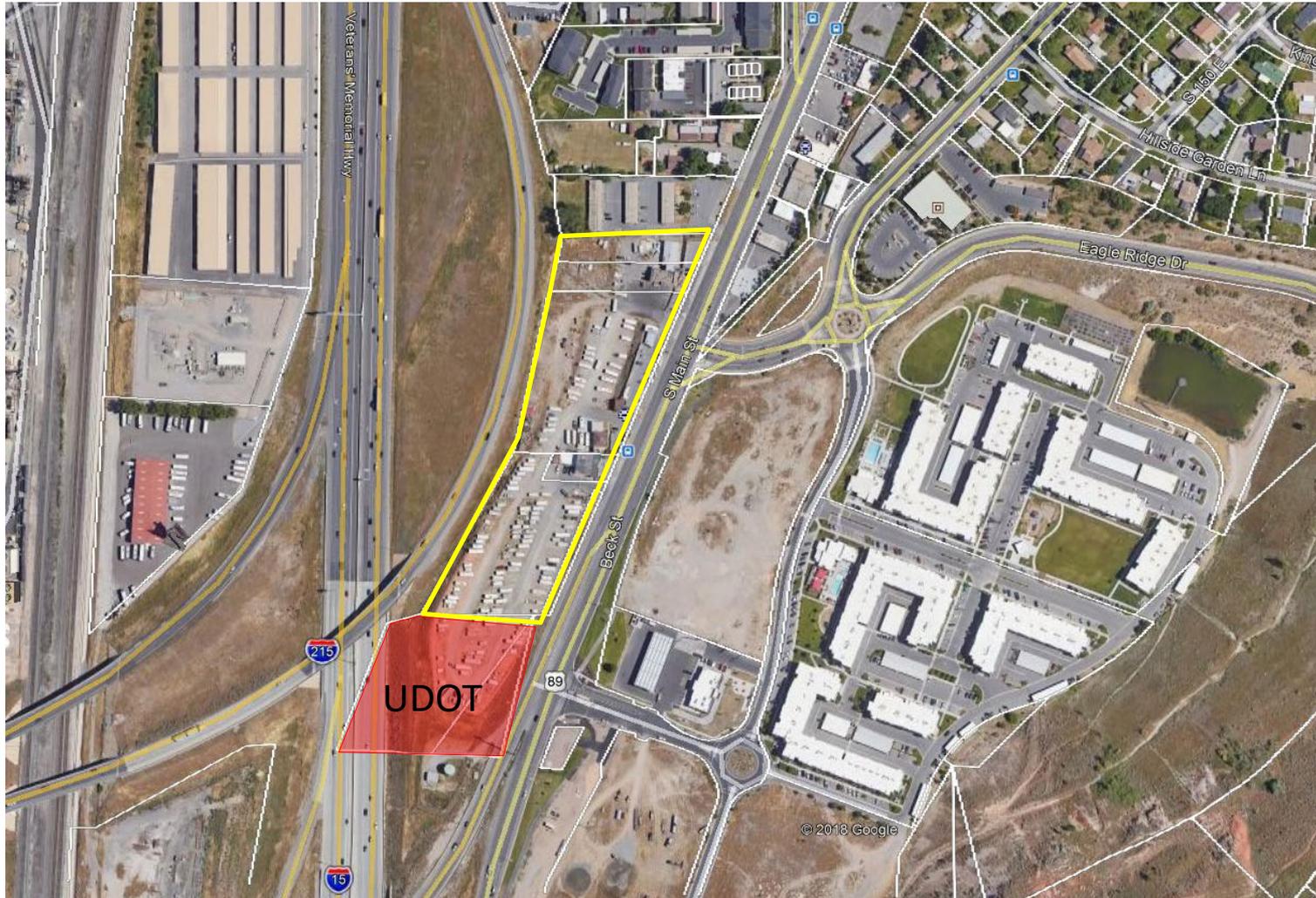
1. Correction or clarification on title report of parcel boundary description;
2. Corrected typo in plat note and any engineer redlines on construction plans; and
3. A variance is obtained for a retaining wall taller than 9 feet, or the wall be tiered to less than 9 feet each.

Attachments

- 1) Aerial/Zone Map
- 2) Final Plat
- 3) Final Site Plan

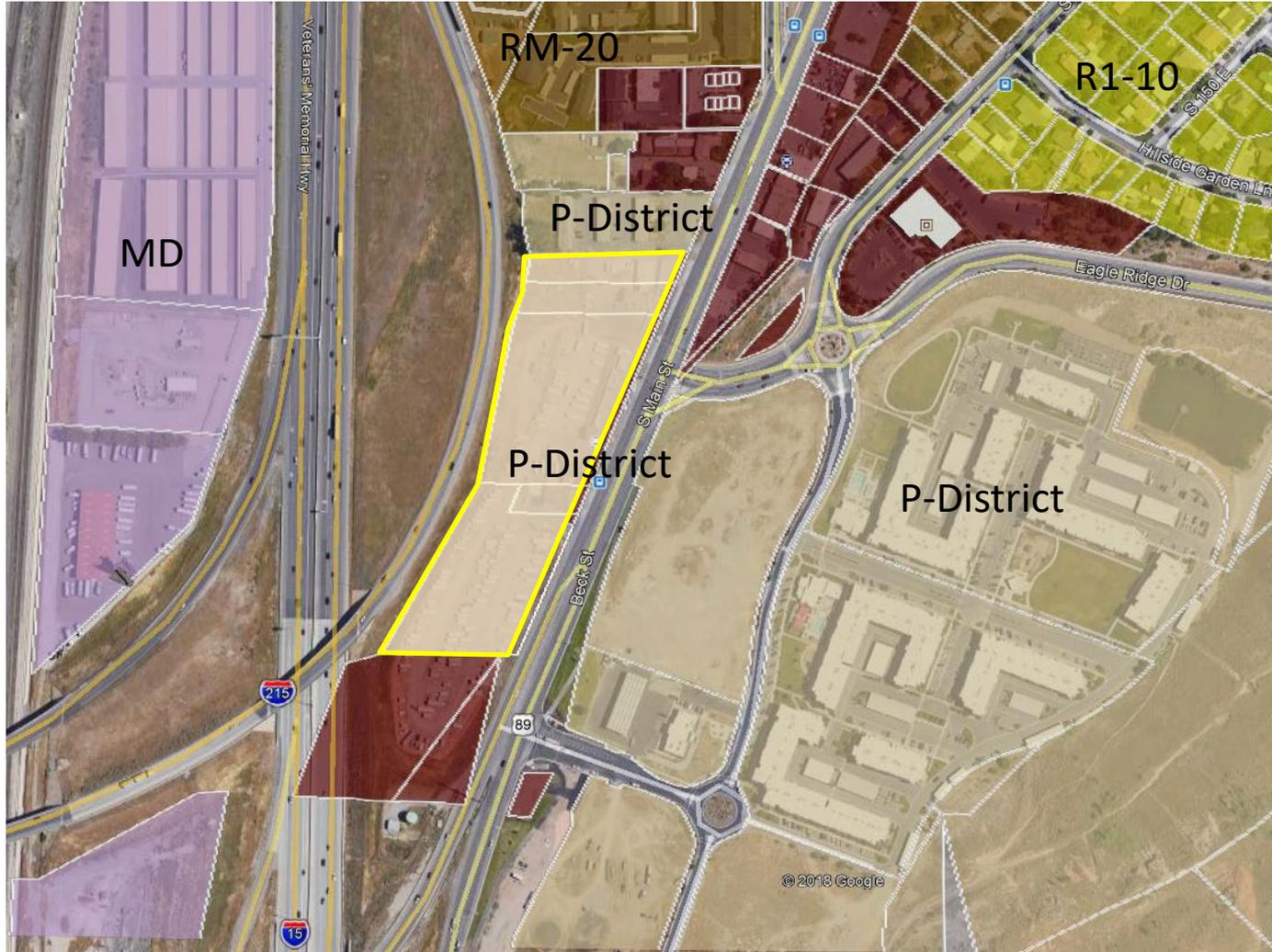


Amended General Development Plan Williamsburg Luxury Apartments– 256 South Highway 89 Aerial





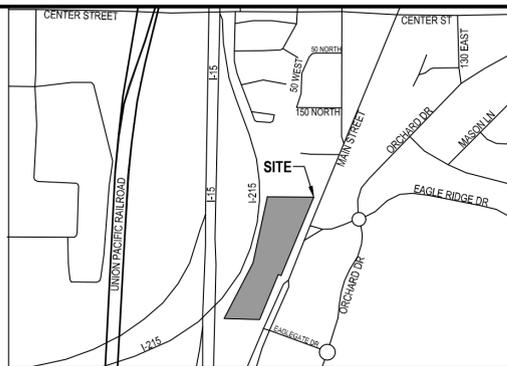
Amended General Development Plan Williamsburg Luxury Apartments– 256 South Highway 89 Zoning



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

WILLIAMSBURG PARK SUBDIVISION

A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 11
TOWNSHIP 1 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
NORTH SALT LAKE, DAVIS COUNTY, UTAH



VICINITY MAP
(NOT TO SCALE)

EASEMENT NOTES

- 20. An Easement in favor of the State Road Commission of Utah as Entry No. 59048 in Book 1M, at Page 155 of Official Records
- 21. An Easement in favor of Mountain States Telephone and Telegraph Company as Entry No. 59506 in Book K, at Page 439 of Official Records
- 31. An Easement in favor of Mountain States Telephone and Telegraph Company as Entry No. 616699 in Book 904, at Page 815 of Official Records

Lots within this subdivision are subject to a non-exclusive mutual cross access easement for the purpose of vehicular and pedestrian ingress an egress on, over, upon, and across the driveway and parking areas of the lots hereon.

Public access and trail easement located on the North end of subdivision is to be maintained by North Salt Lake City, other than snow removal which will be performed by the on-site management company.

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 286882 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as WILLIAMSBURG PARK SUBDIVISION, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning on the Westerly Right-of-Way Line of State Highway 89 at a point which bears South 89°49'55" East 554.67 feet and South 0°10'05" East 1010.15 feet from the Northeast Corner of Section 11, Township 1 North, Range 1 West, Salt Lake Base and Meridian; and running

- thence along said Westerly Right-of-Way Line the following three (3) distances:
- (1) South 22°51'18" West 655.87 feet;
 - (2) North 67°08'42" West 20.00 feet;
 - (3) South 22°51'18" West 360.47 feet;
- thence South 89°33'03" West 302.14 feet to the State Road Commission property line; thence along said State Road Commission property line the following three (3) courses:
- (1) North 41°40'13" East 42.19 feet;
 - (2) North 29°35'10" East 442.59 feet;
 - (3) North 11°41'31" East 523.48 feet;
- thence North 89°39'50" East 362.66 feet to the point of beginning.

Contains 267,786 Square Feet or 6.148 Acres and 2 Lots.

OWNER'S DEDICATION

Known all men by these presents that I / we, the under- signed owner (s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

WILLIAMSBURG PARK SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use of the public all parcels of land shown on this plat as intended for public use, and do warrant, defend, and save the city harmless against any easements or other encumbrances on the dedicated streets which will interfere with the city's use, operation, and maintenance of the streets and do further dedicate the easements as shown for the use by all suppliers of utility or other necessary services.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20____.

By: _____ By: _____
By: _____ By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of Davis J.S.S.

On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____
RESIDING IN _____ COUNTY.

WILLIAMSBURG PARK SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 11
TOWNSHIP 1 NORTH RANGE 1 WEST
SALT LAKE BASE & MERIDIAN
NORTH SALT LAKE, DAVIS COUNTY, UTAH

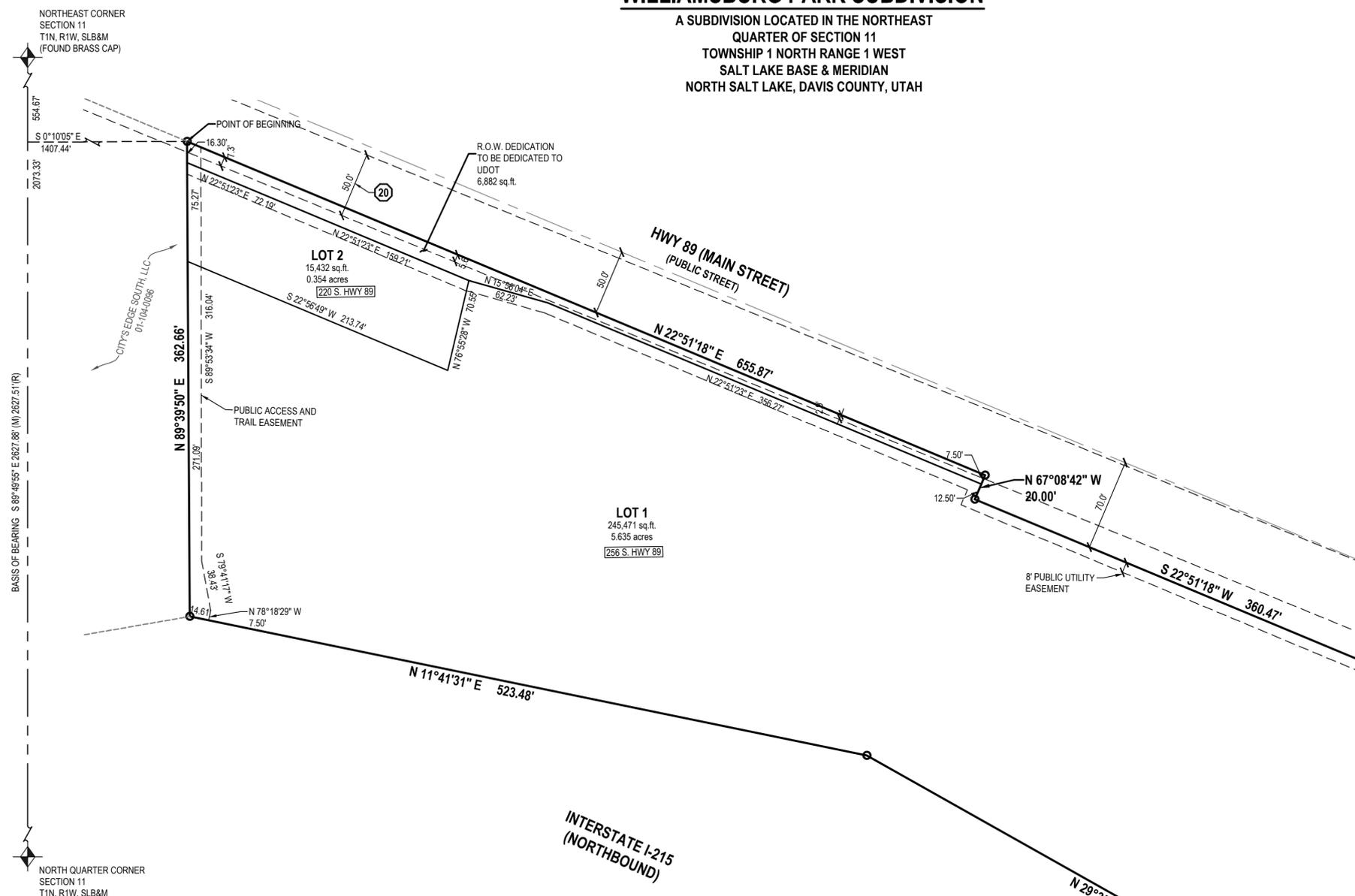
DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____, 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

SHEET 1 OF 1

PROJECT NUMBER : 10646A
MANAGER : JFK
DRAWN BY : SJL
CHECKED BY : KFW
DATE : 8/30/21

DAVIS COUNTY RECORDER
BY _____ DEPUTY RECORDER



NOTES

- The plat coordinates shown hereon are based on the datum of the Davis County Surveyor NAD83 datum. Record bearings, distances and coordinate values are shown in brackets []. All other dimensions and coordinate values are measured.
- An eight (8) foot public utility easement is provided along the front property line.
- All common areas, including landscaping, parking lots and drive aisles, are hereby dedicated as an easement to the city of North Salt Lake for the purpose of maintaining al city owned utilities and infrastructure.
- All un-fenced property corners will be set with a 5/8" rebar and plastic cap stamped "ENSIGN ENG. & LAND SURV." or a rivet where the property corner is in concrete or asphalt.
- Approval of this development plat by North Salt Lake City does not constitute any representation as to the adequacy of subsurface soil condition or the location or depth of groundwater tables.
- All onsite storm water facilities shall be owned and maintained by the property owners, with the exception of the storm drain main owned by the city of North Sat Lake and described further within the signed development agreement.
- All culinary water lines within the boundaries of the subdivision shall be privately owned and maintained, excepting individual water meters.

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- EASEMENTS
- SECTION LINE
- CENTERLINE
- PROPERTY LINE

SURVEY RECORDING DATA

DATE: _____
DRAWING No. _____



NORTH SALT LAKE
919 North 400 West
NORTH SALT LAKE UT
84041
Phone: 801.547.1100
Fax: 801.593.6315
WWW.ENSIGNENG.COM

SALT LAKE CITY
Phone: 801.252.0229
TOOLE
Phone: 435.843.3590
CEDAR CITY
Phone: 435.865.1453
RICHFIELD
Phone: 435.896.2883

CITY ATTORNEY

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____, BY THE NORTH SALT LAKE CITY ATTORNEY.

NORTH SALT LAKE CITY ATTORNEY

PLANNING COMMISSION

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____, BY THE CITY PLANNING COMMISSION.

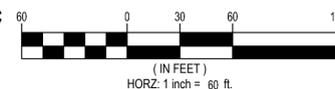
CHAIRMAN, NORTH SALT LAKE CITY PLANNING COMMISSION

CITY ENGINEER

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____, BY THE NORTH SALT LAKE CITY ATTORNEY.

NORTH SALT LAKE CITY ENGINEER

HORIZONTAL GRAPHIC SCALE



(IN FEET)
HORZ: 1 inch = 60 ft.

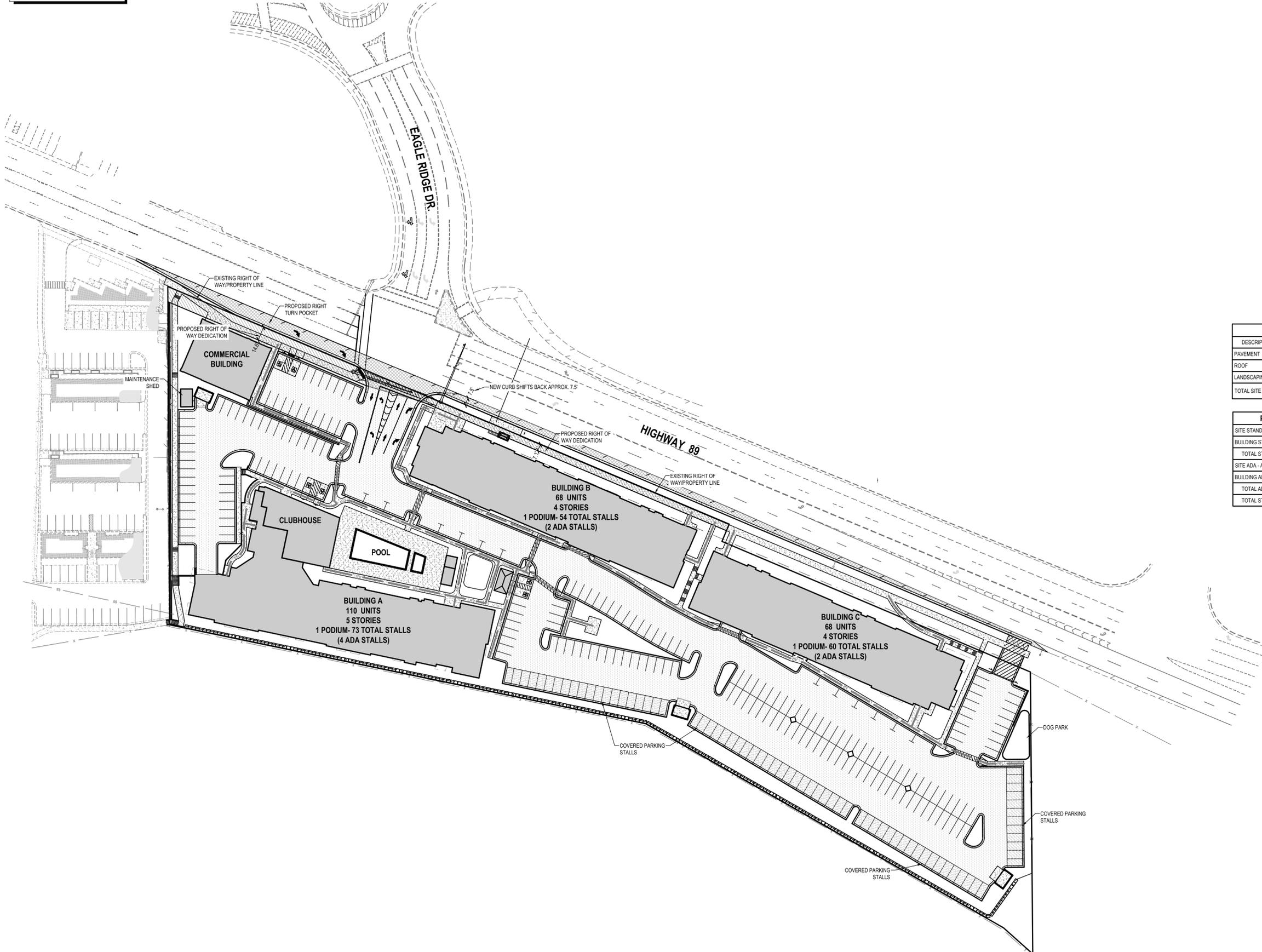
CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE NORTH SALT LAKE CITY COUNCIL

CITY RECORDER CITY MAYOR

BENCHMARK
 NORTHEAST CORNER OF SECTION 11,
 TOWNSHIP 1 NORTH, RANGE 1 WEST
 SALT LAKE BASE AND MERIDIAN
 FOUND 3.5" BRASS CAP
 ELEV = 4339.80'

811
 Know what's below.
 Call before you dig.
 CALL BLUESTAKES
 @ 811 AT LEAST 48 HOURS
 PRIOR TO THE
 COMMENCEMENT OF ANY
 CONSTRUCTION.

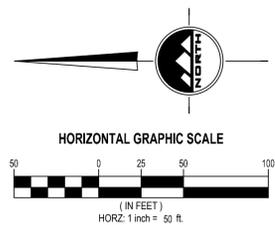


SITE SUMMARY TABLE

DESCRIPTION	AREA (SF)	PERCENTAGE
PAVEMENT	121,730	47%
ROOF	73,948	28%
LANDSCAPING	65,226	25%
TOTAL SITE	260,904 5.99 ACRES	100%

PARKING DATA TABLE

SITE STANDARD STALLS	284
BUILDING STANDARD STALLS	179
TOTAL STANDARD STALLS	463
SITE ADA - ACCESSIBLE STALLS	6
BUILDING ADA - ACCESSIBLE STALLS	8
TOTAL ADA - ACCESSIBLE STALLS	14
TOTAL STALLS	477



THE STANDARD IN ENGINEERING

SALT LAKE CITY
 45 W. 10000 S., Suite 500
 Sandy, UT 84070
 Phone: 801.255.0529

LAYTON
 Phone: 801.547.1100

TOOELE
 Phone: 435.843.3590

CEDAR CITY
 Phone: 435.865.1453

RICHFIELD
 Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
 CASTLEWOOD DEVELOPMENT LLC
 8900 SOUTH 900 EAST, SUITE 130
 MIDVALE, UTAH 84047

CONTACT:
 RUSSELL HARRIS
 PHONE: 801-208-4000

WILLIAMSBURG APARTMENTS

218, 220, 256, 300 & 320 SOUTH HIGHWAY 89
NORTH SALT LAKE, UTAH



OVERALL SITE PLAN

PROJECT NUMBER: 10648A
 PRINT DATE: 8/30/21
 DRAWN BY: M. MEDINA
 CHECKED BY: J. FORD
 PROJECT MANAGER: J. FORD

C-200



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: Tyler Abegglen, Eaglewood Golf Course

DATE: 9/21/2021

SUBJECT: Eaglewood Golf Cart and GPS Purchase/Lease FY 23 – Resolution No. 2021-30R

Recommendation

Staff recommends the purchase approval of 84 Golf Carts from Highland Golf (Salt Lake City) for the amount of \$223,480.00. Five payments of \$44,696 plus insurance and purchasing fees for the gas carts.

Additional recommendation in the amount of \$2,688 per month on a 60-month lease for 84 GPS Units.

Background

The current fleet of Yamaha carts is proposed to be traded in for the newer fleet that will be delivered in July 2022/FY 23. The GPS units will be installed on each cart and will allow for a better customer experience as well as monitoring by golf staff. The current trade offer for the existing fleet is \$236,000 in 2021 and will reduce to \$176,000 in 2022. (The trade in price is reflected in the delivery date).

The 2022 Yamaha Fleet will match the color scheme of the building remodel as well as offer premium features that this current fleet does not offer to our customers. The GPS system will allow the golf staff to better track and monitor the golf course, as well as offering the customer features that very few public golf courses offer.

Possible Motion

I move the City Council approve Resolution No. 2021-30R the “Eaglewood Golf Course Carts and GPS” purchase in the amount of \$223,480 and authorize the implementation of the Vantage GPS systems in the amount of \$2,688 per month over 60 months.

Attachments:

1. Resolution No. 2021-30R
2. Highland Golf Cart Agreement/Trade In
3. Vantage Systems GPS Agreement

RESOLUTION NO. 2021-30R

A RESOLUTION APPROVING THE PURCHASE AGREEMENT WITH HIGHLAND GOLF FOR THE ACQUISITION OF 84 GOLF CARTS (2021-27A) AND APPROVING THE LEASE-SERVICE AGREEMENT (2021-28A) WITH VANTAGE TAG SYSTEMS FOR GPS EQUIPMENT AND SERVICE FOR SAID GOLF CARTS AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF

WHEREAS, the City’s Golf Course Oversight Committee has recommended to the City Council the acquisition of new golf carts with GPS equipment; and

WHEREAS, Highland Golf submitted the most responsive and competitive bid meeting the City’s specifications for the purchase of golf carts; and

WHEREAS, the City Council authorized that said golf carts could be equipped with GPS equipment for the benefit of the golf course, its management and customers; and

WHEREAS, Vantage Tag Systems submitted the most responsive and competitive bid meeting the City’s specifications for the GPS equipment lease and service for the golf carts.

NOW, THEREFORE BE IT RESOLVED by the City Council of North Salt Lake, Utah that the City Manager is hereby authorized to sign the attached agreements which include a Purchase Agreement (2021-27A) with Highland Golf and the Lease-Service Agreement (2021-28A) with Vantage Tag Systems.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake this 21st day of September, 2021.

CITY OF NORTH SALT LAKE

By:

LEONARD K. ARAVE

Mayor

Attest

By:

LINDA D. HORROCKS

City Recorder

City Council Vote as Recorded:

Lisa Watts Baskin _____
Natalie Gordon _____
Brian Horrocks _____
Ryan Mumford _____
Stan Porter _____



**Yamaha Drive 2 QuietTech EFI Fleet
Golf Car Proposal**

Purchase Quote

Revised September 3, 2021

Presented to:



**Eaglewood Golf Course
C/O Tyler Abegglen**

Presented by:

**Highland Golf
Mike Lasater**

*1331 West 3300 South
Salt Lake City, Utah 84119
Cell # 801-897-1200 / (801) 322-GOLF*



Summary

Yamaha Drive 2 QuieTech EFI Gas

Highland Golf Cars is pleased to present a **Yamaha Drive 2 Fleet Purchase Proposal** to Eaglewood Golf Course featuring the Exclusive 2022 Drive 2 **QuieTech EFI Gas Car** with 4-Wheel Independent Suspension and Yamaha Exclusive QuieTech technology. This revolutionary car offers many “upgrades” as standard equipment, such as Dual USB Ports and Over-molded Comfort Steering Wheel

Key Features

- *Two USB Connections, Built Into The Dash*
- *Newly Designed Automotive Style Dash with Room for Range Finders & Mobile Devices*
- *Large Storage Bins with No-Slip Mat to keep Valuables in Place*
- *Widest, Most Ergonomic Contoured Seat In the Industry w/ Most Legroom in its Class*
- *Yamaha Over-Molded Steering Wheel for added Comfort and Styling*
- *Industry-Exclusive QuieTech Technology for Superior Customer Experience*
- *Certified 45 MPG Efficiency, Best In Class for Lowest Operational Costs*
- *Industry-Exclusive All-Wheel Independent Suspension for the Smoothest Ride Available*
- *Best, Largest Sweater Basket in Industry with More Storage and Easy Cleaning*

Yamaha – *The Best Drive of the Day!*



Sunstone

Quote is valid for 30 Days. Delivery is Estimated to be 3rd Quarter 2022.

For detailed specifications, color literature and application information, please visit:

www.yamahagolfcar.com

Please contact me with any questions you may have.

Sincerely,

Mike Lasater

Fleet Golf Car Sales
mike@highlandgolf.net



Trade Offer

Eaglewood Golf Course, North Salt Lake
September 3, 2021

Highland Golf Cars offers the following *Trade Offer* as part of a new **84-car Yamaha Drive 2 Proposal** to Eaglewood Golf Course / City of North Salt Lake. This is a “Lump Sum” offer, based on acceptance of the total group of 84 New Yamaha Golf Cars. Trade value amount will be utilized to lower the purchase price of the new fleet. Trade cars will be picked up upon delivery of new fleet.

TRADE LIST

<u>Make/Model</u>	<u>Year</u>	<u>Type</u>	<u>Comments</u>
Yamaha DR2A Gas	2018	Gas	Good/Working Condition

Total Cars to Trade: 80

Trade-In Statement: Trade value is offered on golf cars that are complete, in running condition and free of any liens or encumbrances. Cars with severe damage (beyond normal wear and tear), or cars that do not run, will be valued separately. Electric carts must include a charger for full value.

LUMP-SUM TRADE OFFER: \$236,000

Mike Lasater

3653 South 500 West, South Salt Lake City, Utah 84115
(801) 322-GOLF / Cell: (801) 897-1200

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Customer Information			
Full Legal Name (the "Customer") Eaglewood Golf Course and Event Center		Federal Tax ID:	
Customer Name and Location (Shipping Address, City, State/Province, Zip/Postal Code, Country) Eaglewood Golf Course and Event Center 1110 E Eaglewood Dr, North Salt Lake, UT 84054			
Billing Address (if different than above)			
Contact Name: Tyler Abegglen, PGA	Title: General Manager	Phone: 801.299.0088	E-mail: tylera@nlsccity.org
Course Information			
# of Holes 18	# of Monthly Payments During Season 12	Jan; Feb; Mar; Apr; May; Jun; Jul; Aug; Sep; Oct; Nov; Dec	
EQUIPMENT LEASE*			
	<u>Quantity</u>	<u>Hardware</u>	<u>Service</u>
VANTAGE TAG 12" INFINITY SCM SYSTEM	84	\$32.00	INCL
			<u>Monthly Payment</u>
			\$2,688.00
TOTAL MONTHLY LEASE PAYMENT			\$2,688.00
*Additional credit information to be provided if financing is required.			
Special Notes: YAMAHA GAS VANTAGE TAG SYSTEMS VTS Agrees to provide two (2) additional TAG Trackers to be used at course discretion at no charge for the life of the lease (\$1,600.00 value). VTS also agrees to provide one complete fleet swap (\$5,000.00 value) at no charge should the course upgrade the fleet during the term of this agreement.			
THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS AND THE FOLLOWING PAGES, WHICH PERTAIN TO THIS AGREEMENT AND WHICH CUSTOMER ACKNOWLEDGES HAVING READ. THIS AGREEMENT IS NON-BINDING UNTIL ACCEPTED BY VTS. CUSTOMER CERTIFIES ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT, INCLUDING CUSTOMER'S AUTHORITY HAVE BEEN FULFILLED.			
VANTAGE TAG SYSTEMS INC. ("VTS")		Customer	
Authorized Signatory		Authorized Signatory	
X		X	
Print Name and Title	Effective Date	Print Name and Title	Effective Date

LEASE -SERVICE AGREEMENT

TERMS AND CONDITIONS (Continued from page 1)

- 1. Term.** The Initial Term of this Agreement (including any extensions hereto, the "Term") shall commence on the Effective Date and run for a term of 5 Years from the Effective Date.
- 2. Payments.** Customer agrees that all payments due to the VTS are net of any taxes or withholding. All payments due to VTS for hardware purchases as well as monthly hardware lease, service, support and access fees shall be made when due. Customer acknowledges that all payments due are accurate and undisputed. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS OBLIGATION TO MAKE EACH OF THE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION, OR DEFENSE OF ANY KIND. Further, Customer agrees to pay when due all taxes, assessments, levies, imposts, duties and charges, of any kind or nature, imposed upon the System or for its use or operation. VTS reserves the right to suspend service should the Customer fail to pay service fees by their due date. The fees are due monthly, in advance for every month of operation. If System is used outside the months of operation indicated above, VTS will charge additional fees for each month of extra usage at the rates indicated above for service fees. VTS will charge additional processing fees on credit card payments for amounts in excess of USD 5,000.00.
- 3. Software License.** Customer understands that VTS does not sell its software. For the Term, VTS grants Customer a non-transferable, non-exclusive license to use the software only in conjunction with the System and only as expressly authorized in this Agreement. "System Software" means standard system software included with the System provided to Customer. Customer shall (i) hold System Software in confidence and not disclose it to anyone other than its employees and consultants who require disclosure in connection with Customer's use of the System and who are subject to confidentiality obligations in substance at least as strict as these, (ii) not print, copy, modify, translate, alter, reverse compile, decompile or reverse engineer System Software, (iii) not remove any VTS copyright, trademark or other proprietary notice from System Software and shall reproduce all such notices on copies made by Customer, and (iv) not transfer System Software or assign any license or rights regarding the System Software.
- 4. Force Majeure.** VTS shall not be liable for any interruption in service, delay in the delivery, or disruption of performance of VTS or the System resulting from any cause beyond its reasonable control or caused by acts of God, acts of Customer, acts of civil or military authorities, fires, strikes, floods, epidemics, governmental rules or regulations, war, riot, delays in transportation, or commercial carrier shortages.
- 5. Service.** To facilitate service, Customer agrees to provide (a) Access to all areas of the site where equipment is to be installed; (b) dedicated unrestricted broadband Internet connection for the duration of this Agreement for System installation, monitoring and maintenance service; and (c) battery power to the vehicle-mounted units at all times. Customer shall designate one employee to act as the liaison between VTS and Customer ("Customer Rep"). Customer Rep is responsible for facilitating all Customer obligations as required under this Agreement.

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6. Product Warranty. Company warrants all Product to be free from defects in material or workmanship under normal use and service for the duration of this Agreement. The terms and conditions for warranty are detailed in the VANTAGE TAG Service Plan Terms and Conditions included as Exhibit "A" attached hereto and incorporated herein by reference.

7. Usage.

7.1. VTS shall allow Customer/Customer shall allow VTS to reference Customer in various marketing material or corporate literature, and to the use of approved photos of the Customer's facility for various marketing materials or media. Customer further agrees to allow VTS to reference it in a press release or other media announcing it as a new location for its System.

8. Customer Responsibilities. Customer hereby agrees to the following responsibilities as a part of this Agreement:

9. General

9.1. Assignment. Customer acknowledges that VTS may assign to a successor all or any part of its right, title and interest in this Agreement, and hereby consents to such assignments provided such assignee assumes all obligations of VTS under this Agreement. In case of such assignment, Customer agrees to continue to perform all its obligations under this Agreement.

9.2. Events of Default and Remedies. In the event that the Customer violates any provision of this Agreement and VTS believes the System or any property or rights of VTS to be threatened, VTS may immediately disable the System. In addition, in the event that Customer violates any provision of this Agreement and such violation continues for a period of at least twenty (20) days after notice in writing of such default from VTS, Customer shall be deemed to be in default and VTS may (at its sole election) remove or disable the System, pursue such other and further remedies as it may have at law or in equity, or any combination of the foregoing.

9.3. Arbitration. The parties each hereby irrevocably consent to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), for the resolution of all disputes arising under or in connection with this Agreement. Any such arbitration shall be conducted by one arbitrator selected by the AAA. The parties waive any all rights to discovery, including without limitation the taking of depositions. The arbitrator shall not have subpoena power. The arbitrator shall use their best efforts to conclude such arbitration and issue a decision within 30 days after the selection of the arbitrator. The decision of the arbitrator shall be final and binding upon the parties, and judgment in accordance with the decision may be entered in any court having jurisdiction thereof.

For Lease and Finance agreement only

Agreement. For business purposes only, Customer has requested financing and payment terms for the system and system software together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries, all as described on this Agreement ("System") and the following pages. Customer agrees to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the System ("Agreement") and which supersedes any purchase order, product agreement, order, invoice, request for proposal, response, or other related document. The terms of this Agreement may be modified and supplemented only by a written instrument signed by Customer and VTS. This Agreement becomes valid upon

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execution by VTS. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. Customer certifies all actions required to authorize the execution of this agreement, including Customer's authority have been fulfilled. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF CUSTOMER UNDER THE AGREEMENT.

Ownership; Security Interest. VTS will own the System during the term of this Agreement. Customer grants VTS or its assignee a security interest in the System to secure all amounts Customer owes VTS or its assignee under the Agreement with Customer. Customer authorizes VTS or its assignee to file a financing statement (UCC-1). VTS may charge Customer a fee for filing, searching and/or titling costs required by the Uniform Commercial Code (UCC) or other laws. Customer shall not change its legal name, state of organization, headquarters or residence without providing prior written notice to VTS or its assignees so that they may amend or file a new UCC-1. Customer will notify VTS or its assignee within 5 business days if Customer's state of organization revokes or terminates Customer's existence.

Insurance; Indemnity; Loss or Damage. Customer agrees to keep the System fully insured against risk and loss, with VTS or its assignee as lender's loss payee, in an amount not less than the original total Purchase Price until this Agreement has been paid in full. Customer agrees to provide VTS or its assignee certificates or other evidence of insurance acceptable to VTS or its assignee. VTS and its assignee are not responsible for, and Customer agrees to hold VTS and its assignee harmless and reimburse them for and to defend on VTS's or its assignee's behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return, or storage of the System. Customer is responsible for the risk of loss or for any destruction of or damage to the System. Customer agrees to promptly notify VTS and its assignee in writing of any loss or damage. If the System is destroyed and VTS or its assignee have not otherwise agreed in writing, Customer will pay to VTS or its assignee the unpaid balance of this Agreement. Any proceeds of insurance will be paid to VTS or its assignee and credited, at its option, against any loss or damage. All indemnities will survive the expiration or termination of this Agreement.

Use; Maintenance; Location of Product. Customer shall allow VTS to reference Customer in various marketing material or corporate literature, and to the use of approved photos of the Customer's facility for various marketing materials or media. Customer further agrees to allow VTS to reference it in a press release or other media announcing it as a new location for its System. VTS shall provide maintenance and support service based on the Service Terms and Conditions, set forth in Exhibit A, for a period beginning with the Date of Installation and ending at the conclusion of the Term. VTS agrees that so long as no Event of Default has occurred, and is occurring, under the Agreement, Customer may quietly possess the System subject to and in accordance with the rights and obligations of the Agreement. At its expense, Customer shall: (i) use the System in accordance with the terms of the Agreement, and in compliance with applicable manufacturers' and regulatory standards; (ii) keep the System in retail re-saleable condition, full working order, and complete repair; (iii) not permit any lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon the payments or the System; (iv) not assign any of its rights or obligations without the prior written consent of VTS or its assignee under the Agreement; (v) pay when due or reimburse VTS or its assignee on demand for all costs of collection of any of the payments and all other out-of-pocket expenses (including in each case all reasonable attorneys' fees) incurred by VTS or its assignee, including expenses incurred in any litigation or bankruptcy or insolvency proceedings; and (vi) keep the System at Customer's address shown on the Agreement, and Customer agrees not to move it unless VTS agrees in writing.

Renewal; Return of Product. Provided that no Event of Default under the Agreement has occurred and is continuing, Customer will have the option at the end of the initial term to extend or return equipment. Customer must send VTS

LEASE -SERVICE AGREEMENT

written notice between 62 and 90 days before the end of any term that Customer will return the System to VTS. If Customer does not give VTS such written notice, this Agreement will automatically renew for 1 (one) year terms until Customer provides written notice. VTS may require Customer deliver to VTS documentation executed by Customer's duly authorized officer certifying that Customer has complied with the above requirements, has ceased its use of the System, and has not retained the System in any form.

Inspections; Reports. VTS will have the right, at any reasonable time, to inspect the System and any documents relating to its use, maintenance and repair. With reasonable promptness, Customer shall furnish VTS or its assignee with such information, financial or otherwise, relating to Customer or the System.

Assignment. Customer agrees that VTS or its assignee may sell, assign, transfer, or grant a security interest in some or all of its rights and remedies under this Agreement, including the payments and the right to collect the payments, without notice or consent of the Customer. Customer agrees that an assignee will have the same rights and benefits that VTS has now and will not have to perform any of VTS's obligations. Customer shall cooperate with VTS in executing any documentation reasonably required by VTS or an assignee to effectuate any such assignment. **CUSTOMER HAS NO RIGHT TO SELL, ASSIGN, TRANSFER, SUBLEASE, OR IN ANY WAY DISPOSE OF ALL OR ANY OF CUSTOMER'S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.**

EXHIBIT A - Service Plan Terms and Conditions

1. Scope of Service.

1.1. **Defective Components.** VANTAGE TAG shall provide maintenance service as provided for in paragraph 2.3 and 2.4, to repair, modify or replace as necessary System components that are defective in workmanship during the first 24 months of System operation and for any period thereafter covered by an Extended Warranty Package. VANTAGE TAG does not warrant that the operation of the System shall be uninterrupted or completely error-free. DSG shall provide maintenance service as provided for in paragraph 2.3 and 2.4 contained in Exhibit A, to repair, modify or replace as necessary System components that are defective in workmanship during the first 12 months of System operation and for any period thereafter covered by an Extended Warranty Package. VTS does not warrant that the operation of the System shall be uninterrupted or completely error-free. **CUSTOMER ACKNOWLEDGES AND AGREES THAT DEFECTIVE COMPONENTS DO NOT RELIEVE IT OF ITS PAYMENT OBLIGATIONS AND EACH PAYMENT SHALL BE MADE WITHOUT ANY ABATEMENT, SETOFF, CLAIM, COUNTERCLAIM, ADJUSTMENT, REDUCTION, OR DEFENSE OF ANY KIND.**

1.2. **Exclusions.** The Service Plan does not cover System damage due to external causes, including: accident, abuse, misuse, theft, vandalism, weather, acts of God, defects or failure of electrical power, intentional destruction of hardware, and any software damage caused by unauthorized use including the introduction of malicious programs, ad-ware or viruses.

2. Customer Responsibilities

2.1. **Problem Notification.** Customer agrees to promptly notify VANTAGE TAG Customer Support or DISTRIBUTOR in the event of any System or component failure and provide diagnostic assistance to support VANTAGE TAG's maintenance service efforts.

LEASE -SERVICE AGREEMENT

- 2.2. To Contact Customer Support. Customer shall have reasonable access to VANTAGE TAG Customer Support and DISTRIBUTOR during business hours. VANTAGE TAG Customer Support and DISTRIBUTOR provides user support, troubleshooting, and diagnostic assistance and is Customer's point of contact for reporting system problems or requesting VANTAGE TAG service.
- a. For all routine requests and status inquiries, contact Customer Support via email to support@VANTAGE-TAG.com. and DISTRIBUTOR contact info is _____
 - b. To report emergency or critical system issues contact Customer Support by calling VANTAGE TAG's toll-free Customer Support hotline at 1-877-589-8806. Or DISTRIBUTOR @ _____
- 2.3. Component Replacement. Customer agrees to perform the task of changing out replacement components provided by VANTAGE TAG. Customer will be billed for repair or replacement of returned components that have been damaged due to causes not covered by the Service Plan as described in paragraph 1.3.
- 2.4. Returning Defective Product. A Return Materials Authorization (RMA) number is required for the return of any defective component. To obtain an RMA, Customer must contact VANTAGE TAG's Customer Support at 1-877-589-8806. If Customer Support determines that the component needs to be returned for repair, the Customer Support representative will issue an RMA number. Customer is then responsible for properly following VANTAGE TAG's procedures for returning components as provided by Customer Support upon issuance of an RMA number. Any request for special handling such as expedited repair, overnight return delivery, or non-business day delivery may be subject to additional charges billable to Customer. VANTAGE TAG will pay for return shipment to Customer and Customer agrees to pay for shipment of components returned to VANTAGE TAG. Normal turn-around time for factory repairs is 14 days but can vary depending upon seasonal workload.
- 2.5. Advance Replacement. Customer may request replacement of defective products before the defective products have been returned to VANTAGE TAG. In situations like this, VANTAGE TAG will send the replacement components and issue an invoice for the price of respective components. Should the Customer fail to return the defective products within 30 days, the invoice will become due and payable until the defective products are received by VANTAGE TAG. VANTAGE TAG reserves the right to refuse Advanced Replacement to any Customer that has outstanding service invoices.
3. Definition of Service Plan Elements
- 3.1. Remote Diagnostics. VANTAGE TAG and or DISTRIBUTOR accesses the course installed equipment via the Internet to perform system diagnostics, remote health monitoring or specific troubleshooting procedures to detect, identify or correct failures.
 - 3.2. On-line and Phone Support. VANTAGE TAG will provide free on-line training on the use of the System at the time of System installation and commissioning. Additionally, VANTAGE TAG and or DISTRIBUTOR will provide unlimited on-line and phone support for any issues arising from a malfunctioning or defect of the System.
 - 3.3. Software Upgrades and Enhancements. VANTAGE TAG shall provide software maintenance for the System Software. Software maintenance provides for bug fixes, patches, corrections, upgrades and enhancements as available. Software upgrades do not include new software features or hardware product offerings that are priced separately.

LEASE -SERVICE AGREEMENT

3.4. On-site Service. If a problem cannot be resolved through telephone support or by shipping a replacement component, VANTAGE TAG or DISTRIBUTOR may dispatch a technician to Customer's site to address the problem; travel expenses associated with site visits are chargeable to Customer if the problem is not covered under the service agreement and shall be quoted on a case-by-case basis.

3.5. Fleet Change Out. A fleet change out may require on-site labor by a VANTAGE TAG representative. DISTRIBUTOR, additional cart mounting hardware or both and services and materials therefore are billable at \$5000 per 18 holes, plus the appropriate travel and expenses. Customer shall notify VANTAGE TAG or DISTRIBUTOR 90 days in advance of receiving a new cart fleet.

4. Pricing of Additional Services

- a. Phone and On-Line Support Included for the life of the lease
- b. On-site service for items not covered under Service (due to external causes, vandalism, or at customer's requests for additional services) Travel time to and from site plus travel and expenses at reasonable cost; plus, any applicable material charges.
- c. Repair of the TAG unit for damage not covered under Service. Reasonable cost; plus, any applicable material charges.
- d. Changes in the System (such as mapping or graphics) required by changes in the buildings or customer facility at cost plus T&E.



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: September 21, 2021

SUBJECT: Consideration of Resolution 2021-35R: A resolution approving an agreement **(2021-31A)** between the City of North Salt Lake and the South Davis Sewer District for the use of a portion of the City's ARPA funds in the amount of \$76,000.

RECOMMENDATION

I recommend approval of Resolution 2021-35R: A resolution approving an agreement **(2021-31A)** between the City of North Salt Lake and the South Davis Sewer District for the use of a portion of the City's ARPA funds in the amount of \$76,000.

BACKGROUND

On August 3, 2021 the City Council approved Resolution 2021-19R which allocated \$76,000 of the City's American Rescue Plan Act (ARPA) funds to the South Davis Sewer District to be used for their North Plant Nutrient Removal Project. You will recall that the South Davis Sewer District made that request during the July 6, 2020 City Council meeting. The District is trying to accumulate \$1,000,000 from its participating public agencies (5 cities and the County) to use as a local match for a grant application. The District has proposed in the attached table that the participation levels be established based upon the relative percentage of ARPA by agency rather than by population or number of connections. I believe that this method works well for the cities since the County's proportionate share is very sizable.

The attached resolution approves an agreement which we believe is important to have as we distribute or share ARPA funds with other agencies. As a reminder, the City received \$1,239,604 in its first of two allocations of funds. Solid Waste Infrastructure and revenue sharing are both authorized uses of funds.

The City Council also asked about participation by other member agencies in this project. The cities of Bountiful, West Bountiful and Woods Cross are participating. Centerville City is intending to participate, but has requested additional information from the Sewer District and a presentation of the project. Davis County indicated that they are developing a more formal application and approval process and does not believe that they will be ready to take action until December, 2021.

PROPOSED MOTION

I move that the City Council approve Resolution 2021-35R: A resolution approving an agreement **(2021-31A)** between the City of North Salt Lake and the South Davis Sewer District for the use of a portion of the City's ARPA funds in the amount of \$76,000.

RESOLUTION NO. 2021-35R

A RESOLUTION APPROVING AN AGREEMENT (2021-31A) BETWEEN THE CITY OF NORTH SALT LAKE AND THE SOUTH DAVIS SEWER DISTRICT FOR THE USE OF A PORTION OF THE CITY’S AMERICAN RESCUE PLAN ACT (ARPA) FUNDS

WHEREAS, the City of North Salt Lake has received American Rescue Plan Act (ARPA) funds and is authorized by ARPA to both share funds with other governmental entities and to spend funds for the purpose of building sanitary sewer infrastructure; and

WHEREAS, the South Davis Sewer District has requested a portion of all of the member agencies’ ARPA funds for the purpose of constructing the North Plant Nutrient Removal Project; and

WHEREAS, the City previously adopted Resolution 2021-19R committing \$76,000 of its ARPA funds to the District for this purpose and now wishes to enter into an agreement formalizing that commitment.

NOW, THEREFORE BE IT RESOLVED by the City Council of North Salt Lake, Utah that the City Manager is hereby authorized to sign the attached agreement (**2021-31A**) which provides for the City to share a portion of its ARPA funds with the South Davis Sewer District for the purpose outlined therein.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake this 21st day of September, 2021.

CITY OF NORTH SALT LAKE

By:

Leonard K. Arave

Mayor

Attest

By:

Linda D. Horrocks
City Recorder

City Council Vote as Recorded:

Natalie Gordon _____
Brian Horrocks _____
Lisa Watts Baskin _____
Ryan Mumford _____
Stan Porter _____

AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT
FOR SOUTH DAVIS SEWER DISTRICT

This ARPA Agreement (“Agreement”) is entered into by and between **City of North Salt Lake**, a municipality and political subdivision of the state of Utah (hereinafter known as the “Municipality”), and the **South Davis Sewer District**, a local district and political subdivision of the state of Utah (the “Subrecipient”).

RECITALS

- A. The U.S. Department of the Treasury (the “Treasury”) has allocated to the Municipality federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (the “ARPA Act”).
- B. The ARPA Act authorizes the Municipality to expend ARPA Funds awarded to the Municipality for the following eligible purposes as outlined in the Coronavirus State and Local Fiscal Recovery Funds Interim Final as follows:
1. To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
 3. For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
 4. To make necessary investments in water, sewer, or broadband infrastructure (collectively “Eligible Uses”).
- C. The Municipality desires to allocate portions of the ARPA Funds awarded to it to the Subrecipient, with such allocation of funds to be consistent with the Eligible Uses of ARPA Funds outlined above.
- D. Subrecipient is an appropriate recipient of Municipality’s ARPA Funds as Subrecipient is a local district that provides sewer services, and it needs to make necessary improvements to the sewer infrastructure and sewage treatment technologies at its north treatment plant in West Bountiful, Utah (the “North Plant Nutrient Removal Project”) in order to comply with newly adopted nutrient limits mandated by the state of Utah for nitrogen and phosphorus.

- E. In accordance with guidance from the Treasury, the Municipality, as recipient of the ARPA Funds, is required to manage and monitor the Subrecipient. The Municipality is further required to submit a Project and Expenditure Report by October 31, 2021, and then annually thereafter.
- F. The Municipality and Subrecipient desire to enter into this Agreement so that the Municipality may provide ARPA Funds to the Subrecipient for appropriate and qualifying expenditures.

AGREEMENT

THEREFORE, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2024, unless terminated by the Municipality in writing.
2. ARPA Funds. The Municipality agrees to provide the Subrecipient a total sum not to exceed **Seventy-six thousand dollars and zero cents (\$76,000.00)** to be used for Eligible Uses, namely to be used for Subrecipient's North Plant Nutrient Removal Project (the "Sub-Award Funds").
3. Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that the Sub-Award Funds qualify for Eligible Uses under one of the following cost categories: a) to respond to the COVID-19 public health emergency or its negative economic impacts, b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers, c) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; or d) to make necessary investments in water, sewer, or broadband infrastructure. The Subrecipient further agrees that it will use funds provided by the Municipality towards the completion of the North Plant Nutrient Removal Project only and further acknowledges that the purpose of the Agreement is to provide funding for the North Plant Nutrient Removal Project and not for any other purpose even if such purposes may be authorized by the ARPA Act. If the Subrecipient does not use funds provided by the Municipality towards the completion of the North Plant Nutrient Removal Project for any reason by October 1, 2024, then such unused funds will be promptly returned to the Municipality.
4. Ineligible Uses. Non-allowable uses of ARPA Funds include, without limitation, the following: a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase; b) damages covered by insurance; c) usage of funds as a deposit into any pension fund; d) expenses that have been or will be reimbursed under any federal program; e) debt service

costs; f) contributions to a “rainy day” fund; and d) legal settlements.

5. Records, Reporting, and Transparency. In order for the Municipality to complete and submit the Project and Expenditure Report required by October 31 of each year, the Subrecipient will prepare and submit a report in a form acceptable to the Municipality no later than October 1 of each year until such time as all Sub-Award Funds are expended by Subrecipient.

For a period of six years following termination of this Agreement, Subrecipient will retain documentation of all uses of the Sub-Award Funds, including but not limited to invoices and/or sales receipts. Such documentation will be produced to the Municipality or the Treasury upon request. Upon termination of this Agreement for any reason, the Subrecipient will submit a final report including a general summary of the total expenditures under this Agreement. Subrecipient will fully cooperate with the Municipality, the Treasury, and the state of Utah in any investigations or audits into the use of Sub-Award Funds. Subrecipient will comply with all applicable federal and state laws and regulations regarding financial reporting and auditing.

6. No Separate Entity Created. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the Municipality for any purpose.
7. Governmental Immunity. Municipality and Subrecipient are both political subdivisions of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”), Utah Code Ann. §§ 63G-7-101 to -904 (as amended). The parties agree that they will only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement will be construed in any way to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.
8. Compliance with Laws. Subrecipient agrees, understands, and certifies that as a recipient of federal funds it is required to, and will, comply with all anti-discrimination and drug-free workplace laws. Other federal laws which may apply include but are not necessarily limited to: Equal Opportunity Employer Executive Order, the Davis-Bacon Act, the Hatch Act, the Copeland “Anti-Kickback” Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Byrd Anti-Lobbying Amendment, and the Debarment and Suspension Executive Orders. Subrecipient will comply with these laws and regulations, and any other federal, state, or local laws or regulations to the extent they apply to the subject matter of this Agreement.
9. Notices. Any notice desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall

designate to the other from time to time in writing forwarded in like manner

Subrecipient:

South Davis Sewer District
 Attn: Dal D. Wayment, General Manager
 PO Box 140111
 Salt Lake City, UT 84114-0111

Municipality:

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

10. Choice of Law. This Agreement will be governed by the laws, rules, and regulations of the state of Utah. Any action or proceeding arising from this Agreement will be brought in a court of competent jurisdiction in the state of Utah. Venue will be in Davis County, in the Second Judicial District Court for Davis County.
11. Fair Allocation. The parties hereby agree that the amount of the Sub-Award Funds was equitably determined. Municipality agrees that this method is appropriate and waives any right in law or equity to challenge the amount of Sub-Award Funds allocated under this Agreement.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.
13. Suspension Or Debarment. The Subrecipient certifies that neither it nor its principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.
14. No Third-Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation which either party has to Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
15. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
16. Authorization. Each party signing below warrants to the other party that they have the full

power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

SOUTH DAVIS SEWER DISTRICT

By: _____
Dee C. Hansen, Chairman

Date: _____

Attest: _____
Mark Katter, Clerk

Approved as to form

By: _____
Rachel S. Anderson
Attorney for the South Davis Sewer District

CITY OF NORTH SALT LAKE

By: _____
Mayor or Designee

Date: _____

Attest: _____
City Recorder

Approved as to form

By: _____
Attorney for City of 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: Ken Leetham, City Manager

DATE: September 21, 2021

SUBJECT: Consideration of Resolution 2021-36R: A resolution approving an agreement between the cities of North Salt Lake and Woods Cross and UDOT for the use of UDOT property for a dog park.

RECOMMENDATION

I recommend approval of Resolution 2021-36R: A resolution approving an agreement between the cities of North Salt Lake and Woods Cross and UDOT for the use of UDOT property for a dog park.

BACKGROUND

You may remember that the City approached UDOT last year with the proposal to use the approximately 2.8 acre detention basin parcel north of Legacy Park as a shared dog park with the Woods Cross City (see attached map). UDOT has agreed to allow that use subject to the attached agreement which outlines the terms under which the cities can have access to the property for that purpose.

In exchange for using this property for a dog park, the cities are committing to maintain the current capacity of the detention pond, including clearing debris and maintaining proper drainage of the pond. The cities will own any improvements we make to the property related to the dog park, but UDOT has also reserved the right to use the property in the future (remove the park) for its R-O-W purposes.

I have worked with Woods Cross City staff and we have conceptually agreed to sharing the cost of design services, construction and daily maintenance of the park, in addition to our shared obligations related to the proposed agreement with UDOT. A formal agreement between the City of North Salt Lake and Woods Cross City will be needed in order to formalize those understandings.

Our plan is to perform design services in the next 90 days and, to the extent possible, construct the park during the winter and have it open for residents in the Spring, 2022.

PROPOSED MOTION

I move that the City Council approve Resolution 2021-36R: A resolution approving an agreement between the cities of North Salt Lake and Woods Cross and UDOT for the use of UDOT property for a dog park.

RESOLUTION NO. 2021-36R

A RESOLUTION APPROVING AN AGREEMENT (2021-32A) BETWEEN THE CITY OF NORTH SALT LAKE, WOODS CROSS CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR USE OF UDOT PROPERTY FOR A DOG PARK

WHEREAS, the cities of North Salt Lake and Woods Cross desire to develop a new dog park facility in close proximity to many residents of both cities; and

WHEREAS, the Utah Department of Transportation (UDOT) owns property currently used as a detention basin where Woods Cross' existing dog park is located and has agreed to allow modification, expansion and improvement of the property for new dog park facilities; and

WHEREAS, the cities have agreed in concept to share the costs of creating a new dog park and the ongoing maintenance costs of a new dog park at this location.

NOW, THEREFORE BE IT RESOLVED by the City Council of North Salt Lake, Utah that the City Manager is hereby authorized to sign the attached agreement (**2021-32A**) which provides for the use of UDOT's detention basin located at approximately 2450 South 2250 West in Woods Cross as a dog park.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake this 21st day of September, 2021.

CITY OF NORTH SALT LAKE

By:

Leonard K. Arave
Mayor

Attest
By:

Linda D. Horrocks
City Recorder

City Council Vote as Recorded:

Natalie Gordon _____
Brian Horrocks _____
Lisa Watts Baskin _____
Ryan Mumford _____
Stan Porter _____

DOG PARK LANDSCAPE MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2021, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereafter referred to as "**UDOT**" and the **CITY OF NORTH SALT LAKE** and **WOODS CROSS CITY**, both Municipal Corporations of the State of Utah, hereinafter referred to as the "**CITIES**".

Recitals:

WHEREAS, **UDOT** has right-of-way on Legacy Highway, SR-67, at approximately 2450 S. 2250 W. in **Woods Cross City**. This parcel currently serves as a **UDOT** detention basin for the Legacy Highway drainage system. Both **CITIES** collectively have approached **UDOT** for the consent to jointly use this detention basin as a Dog Park. The **CITIES** wish to install and maintain landscaping, parking, fencing and other improvements appropriate for the use of a Dog Park, within the boundaries of said parcel at the sole expense of the **CITIES**; and

WHEREAS, the parties hereto desire to enter into a landscape maintenance agreement covering the improvements of said parcel; and

THIS AGREEMENT, is made to set out the terms and conditions where under said work shall be performed.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. **UDOT** will allow the **CITIES** access on State right-of-way along SR-67, on the parcel located at about 2450 S. 2250 W. in Woods Cross City for the use of a dog park.
2. The **CITIES** will survey and calculate the size of the detention pond currently located at this location. The **CITIES** will maintain, at a minimum, the current capacity of the detention pond. The **CITIES** will protect and maintain the current release rate of water from the detention pond. The **CITIES** will coordinate with **UDOT** to prepare and present a plan for **UDOT's** written acceptance on the capacity, outflow and the **CITIES** plan to protect the water quality leaving this site.
3. The **CITIES** will establish and maintain the detention pond during the term of this Agreement. The **CITIES**, at their cost, accept maintenance responsibility for all systems of the detention basin, including the clearing of debris and maintaining drainage. The **CITIES** will comply with required storm water permits, applicable laws, regulations, and rules. The **CITIES** shall complete inspections on any long-term storm water features using **UDOT's** inspection form found on **UDOT's** Long-term Storm Water Management webpage. The **CITIES** shall complete the inspections according to the frequencies outlined on the inspection form.
4. Upon completion of construction **UDOT** will remain the owner of the real property on which said dog park is to be installed, but the **CITIES** will own the installed improvements of the dog park. The **CITIES** will be responsible to maintain, repair or restore loss and damage of these improvements as results from vandalism, accident or other loss. The **CITIES** will also have all legal rights to seek fair reimbursement from responsible third parties.
5. The terms of this Agreement will be valid until 30 days' termination notice is given in writing by one party hereto to the other party at which time this agreement will become null and void. If at such time and if required by **UDOT**, the **CITIES** will restore the areas of landscape to **UDOT** standards or pay **UDOT** to do so, at **UDOT's** election. The **CITIES** understand that if the right-of-way upon which the dog park and improvements are installed is needed for **UDOT's** purposes, the **UDOT** will utilize the right-of-way including the removal of any improvements without reimbursement to the **CITIES**. If the **CITIES** breach any term of this Agreement, **UDOT** will provide 20 days' written notice to the **CITIES** to cure the breach. If

the breach is not cured within the 20 days, **UDOT** may immediately terminate this Agreement.

6. The **UDOT** and the **CITIES** are both governmental entities subject to the Utah Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement. The parties do not intend to waive any portion of the Utah Governmental Immunity Act by this paragraph.
7. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
8. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
9. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
10. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
11. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
12. Each party represents that it has the authority to enter into this Agreement.

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

ATTEST:

CITY OF NORTH SALT LAKE, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

ATTEST:

WOODS CROSS CITY, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
REGION LANDSCAPE ARCHITECT

By: _____
REGION DIRECTOR

Date: _____

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: _____
CONTRACT ADMINISTRATOR

Date: _____

Legend

Proposed Dog Park Parcel

W 2425 S

67

Legacy Park

Allington

Castleton

W 1100 N



3000 ft

Google Earth

© 2021 Google





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: September 21, 2021

Subject: Agreement with Weber Basin Water Conservancy District

RECOMMENDATION

Staff recommends City Council approve the agreement between Weber Basin Water Conservancy District and the City of North Salt Lake to provide the design for the City's Main Street Water Line Project from Highway 89 to Center Street.

BACKGROUND

Weber Basin Water Conservancy District has a need to install two new water lines from Center Street to the Big West Oil and Chevron refineries. City staff has been working with Weber Basin for the best alignment on this project and the route that has been selected is south along Main Street to Highway 89, continuing south along US-89, and then going west and crossing I-15 south of the Williamsburg subdivision (See attached map).

Since Weber Basin will be starting this project and cutting into Main Street in the spring of 2022, staff decided it would be best for the City to also install a new water line from US-89 to Center Street at the same time. The Main Street water line project had been scheduled for the 2024 budget year, but we would like to move it up to this budget year along with the Main Street reconstruction project. By doing the project in this manner, the City will save money since all three water lines will be installed in the same trench and Weber Basin will pay their portion of the street reconstruction project for the trench work they should have completed.

In order to do this project, staff would also recommend that the 150 North Street water line and street reconstruction project which is scheduled for this year be postponed until the 2024 budget year. A budget adjustment will have to be approved by City Council at a future meeting for the new Main Street project. Staff is proposing to delay the 150 North project (in the current budget) to help offset the total costs of adding the Main Street project. The cost difference is estimated to

be approximately \$105,000 more to perform the Main Street project, but that is an estimate only. Actual project costs will be presented to the Council when the project is awarded.

<u>Project</u>	<u>Water Costs</u>	<u>Street Costs</u>	<u>Total Costs</u>
Main Street	\$115,000	\$275,000	\$390,000
150 North	\$ 95,000	\$190,000	\$285,000

The proposed agreement from Weber Basin only includes the cost to design the City's water line project along Main Street and the cost for this is \$20,000.

POSSIBLE MOTION

I recommend City Council approve the agreement between Weber Basin Water Conservancy District and the City of North Salt Lake to provide the design for the City's Main Street Water Line Project from Highway 89 to Center Street.

RESOLUTION NO. 2021-37R

A RESOLUTION APPROVING AN AGREEMENT (2021-33A) BETWEEN THE CITY OF NORTH SALT LAKE AND THE WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE REPLACEMENT OF A WATER LINE IN MAIN STREET BETWEEN CENTER STREET AND US89

WHEREAS, the Weber Basin Water Conservancy District (WBWCD) is installing a principal water distribution line through the City for its own purposes and has asked for the City’s input on infrastructure upgrades within the project area; and

WHEREAS, the City Engineer has identified that the replacement of a City water line on Main Street between Center Street and US89 within the project area is identified on the City’s 5-year Capital Facilities Plan and could be efficiently replaced during construction of the WBWCD water line; and

WHEREAS, the City would like to use WBWCD design and construction services to advance the replacement of the Main Street Water Line and believes that it is in the public’s best interest by saving public funds through coordinating with WBWCD and performing the replacement during WBWCD’s proposed project.

NOW, THEREFORE BE IT RESOLVED by the City Council of North Salt Lake, Utah that the City Manager is hereby authorized to sign the attached agreement (**2021-33A**) which provides for the City to use WBWCD as the designer and contractor for the water line replacement project on Main Street between Center Street and US89.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake this 21st day of September, 2021.

CITY OF NORTH SALT LAKE

By:

Leonard K. Arave

Mayor

Attest

By:

Linda D. Horrocks
City Recorder

City Council Vote as Recorded:

Natalie Gordon _____
Brian Horrocks _____
Lisa Watts Baskin _____
Ryan Mumford _____
Stan Porter _____

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement"), made and entered into by and between **Weber Basin Water Conservancy District**, a Utah water conservancy district ("**District**") and the **City of North Salt Lake**, a Utah municipal corporation ("**City**") (District and City being herein sometimes referred to individually as a "**Party**" and collectively as the "**Parties**"),

WITNESSETH:

WHEREAS, **City** owns, operates and maintains roadways, water and sewer utilities within the **City**, located in Davis County, Utah; and

WHEREAS, **District** desires to relocate two waterlines, from their existing location through the I-15 corridor delivering water to the oil refineries on the west side of I-15, to a location heading South within Main street between Center Street and Highway 89; and

WHEREAS, **City** also desires to replace a waterline in Main street and is willing to work with the **District** on doing a joint project for these waterlines, according to the terms and conditions set forth hereinbelow; and

WHEREAS, **City and District** agree that it would be more cost effective to design both of these projects at the same time, and coordinate efforts in this regard; and

WHEREAS, **District's** engineering consultant, Jacob's Engineering, has agreed to also design the **City's** waterline replacement along with the **District's** waterline design, through the same section of Main Street, for a minimal cost as outlined below; and

NOW THEREFORE, pursuant to the Utah Interlocal Cooperative Act (11-13-1, et seq., Utah Code – the "Cooperative Act")), the parties for and in consideration of the terms hereunder, hereby agree as follows:

1. For the sum of Twenty Thousand Dollars (\$20,000), payable from **City** to **District**, **District** will direct Jacob's Engineering to design the **City's** replacement of their existing 6-inch cast iron waterline in Main Street, between Center Street and Highway 89, approximately 1000 ft., as described more fully on **EXHIBIT "A"**
2. The design will include all necessary appurtenances, including but not limited to; service laterals, valves, fittings, fire hydrants, and connections at each end.
3. **City** will be responsible for the construction costs of their waterline, connection of each service lateral, including roadway and pavement restoration. **City** will own, operate, maintain and replace this waterline.

4. **District** will own, operate, maintain and replace **District's** waterlines in this section of Main Street and will be responsible for the construction costs of these facilities, including roadway and pavement restoration.
5. The term of the Agreement shall commence on December 1, 2020, and shall continue until such time, not to exceed fifty (50) years, as the **District** shall determine (in its sole and absolute discretion) that their facilities on the Properties are no longer required. If the Parties agree in writing, this Agreement may be extended for an additional fifty (50) year term.
6. Each party (the "indemnifying party") agrees to indemnify, protect, and save and hold the other party harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement on the part of the indemnifying party under or relating to this Agreement, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.
7. This Agreement shall be interpreted in accordance with the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
8. Each party agrees to execute any instruments and to perform any act that may be reasonably necessary or proper to carry out the purposes of this Agreement.
9. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and Agreements, whether oral or written and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be deemed to be merged in this agreement and shall be of no further force or effect.
10. The Parties agree that should either Party default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing or terminating this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding.
11. Upon execution of this Agreement, each party shall provide to the other party a copy of the resolution of its governing board authorizing such execution.

12. Each Party, to the extent needed, shall supply at its own cost all personnel, equipment, supplies and materials necessary to perform its obligations and intended actions as set forth in this Agreement. Each Party will be responsible for maintaining its own financial budget for both income and expenditures arising under this Agreement.

13. This Agreement shall become effective upon (a) its approval by a resolution of the governing body of each Party, (b) its execution by each Party, and (c) the filing of an executed copy of this Agreement with the keeper of records of each of the Parties. Unless previously terminated (or extended as outlined herein), this Agreement shall remain in full force and effect thereafter for a period of fifty (50) years.

14. No Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Parties to this Agreement.

15. Pursuant to Section 11-13-207 of the Cooperation Act, The District appoints **Tage I. Flint**, its General Manager, as its administrator for all matters relating to the District's participation in this Agreement. The City appoints **Ken Leetham**, its City Manager, as its administrator for all matters relating to the City's participation in this Agreement. Should any of the administrators named above cease to be employed by the represented Party, unless the said Party otherwise notifies the other Parties in writing, the person who replaces the prior administrator (e.g., the District's new General Manager) shall become the new administrator of that Party for purposes of this Agreement. Any Party may, at any time, change the designation of its administrator by providing written notice to the other Parties. To the extent that any administration of this Agreement becomes necessary, then the Parties' administrators named above, or their designees or successors, shall constitute a joint board for such purpose, and each Party shall have an equal vote in any decision that needs to be made.

16. No separate legal entity is created by this Agreement and there shall be no joint acquisition or ownership of property and it will not be necessary to dispose of property on the termination of this Agreement.

17. The provisions of this Agreement shall bind and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

18. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons

or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

19. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof.

20. The transmission of a signed original of this Agreement or any counterpart hereof by facsimile or by other electronic means, and the retransmission of any signed transmission hereof, shall be the same as delivery of an original.

21. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that the execution of this Agreement has been approved by a resolution duly adopted by the governing authority of such Party, and that a signed copy of this Agreement will be filed with the keeper of public records of such Party of each Party pursuant to Section 11-13-209 of the Cooperation Act.

22. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

WEBER BASIN WATER CONSERVANCY DISTRICT

Date: _____

By: _____
Dee A. Waldron, President

Attest: _____
Tage I. Flint, General Manager/CEO

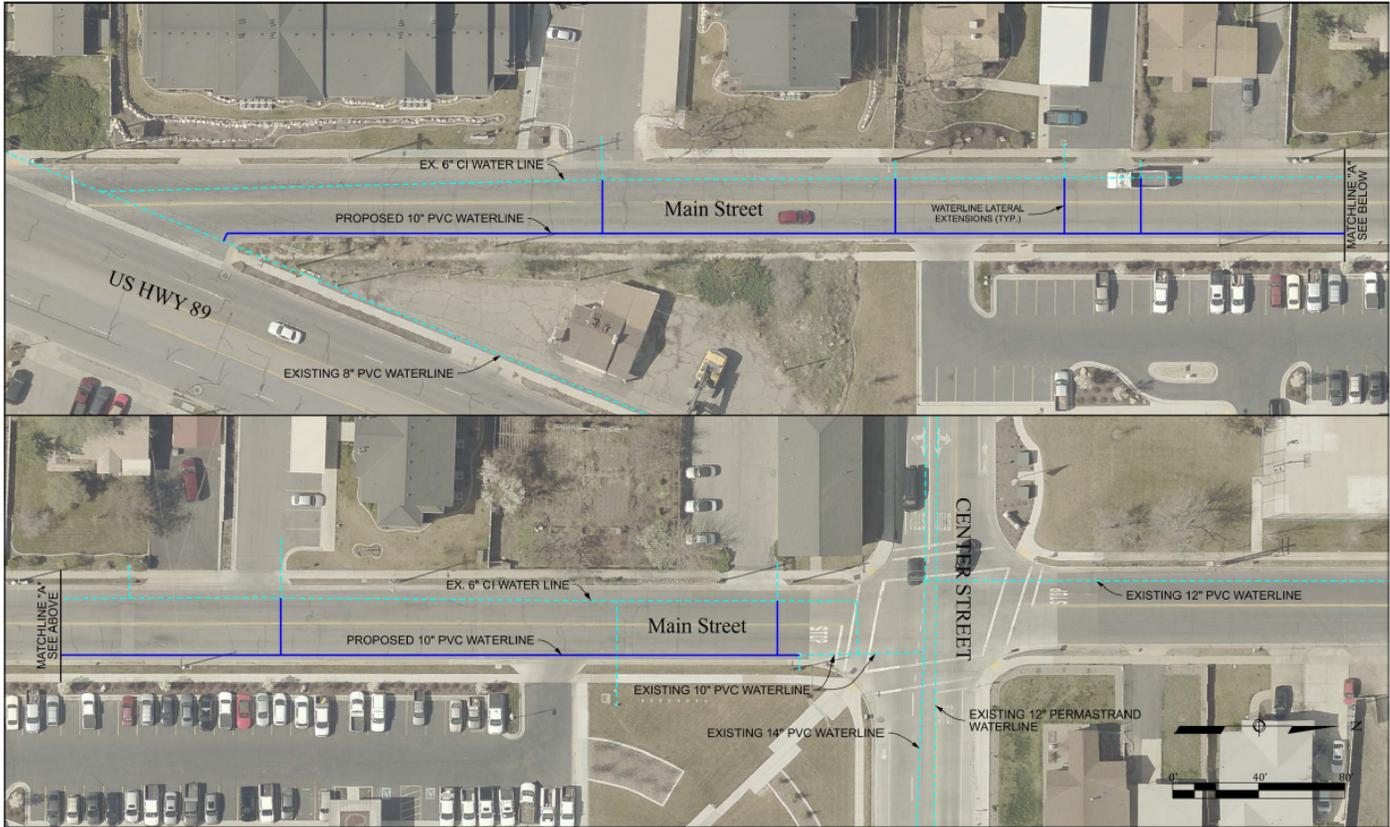
CITY OF NORTH SALT LAKE

Date: _____

By: _____
Len Arave, Mayor

Attest: _____
Attorney for City

EXHIBIT A
North Salt Lake waterline replacement in Main Street
Between Center Street and Highway 89



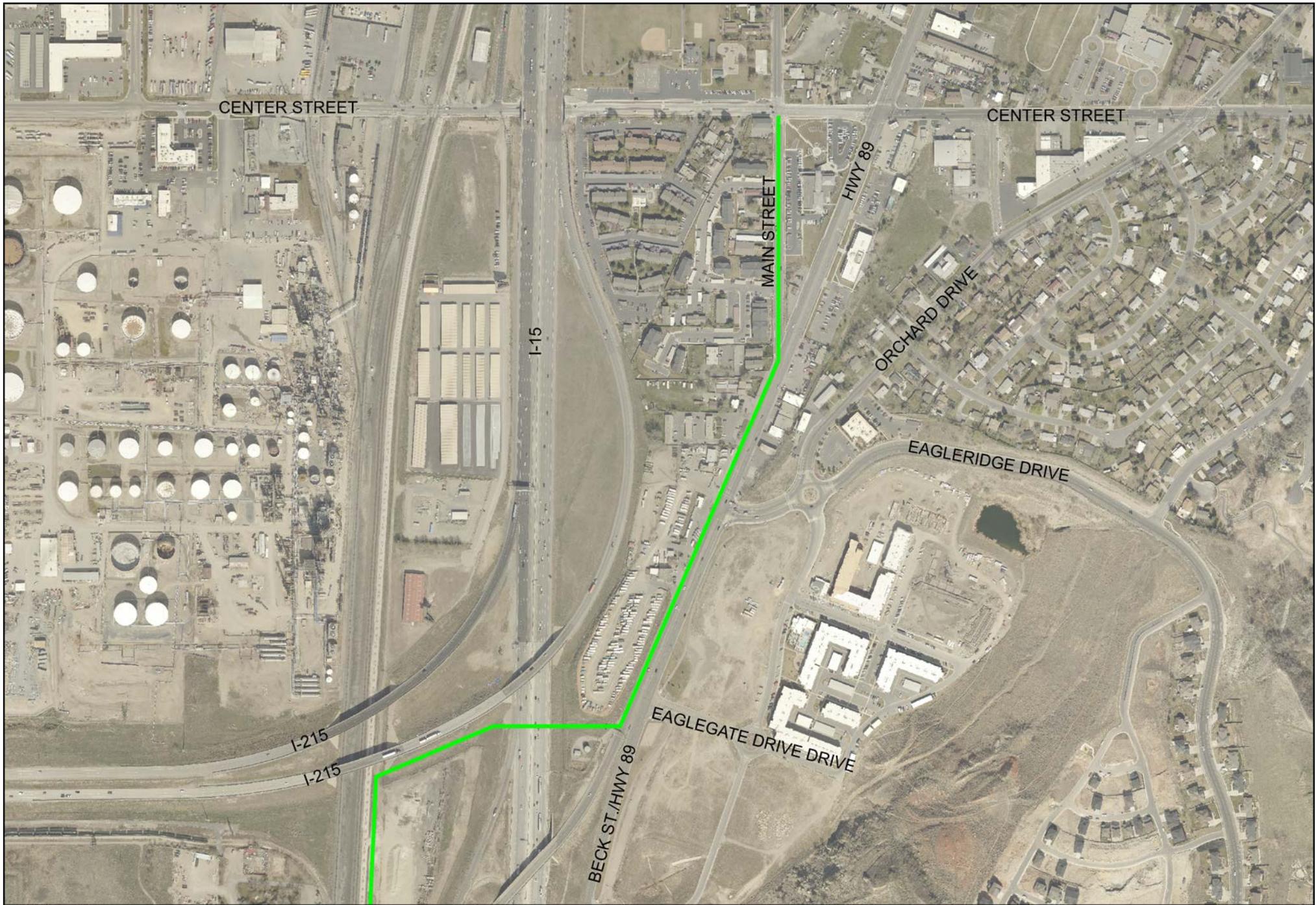
REVISION	DATE	BY	DESCRIPTION

WATERLINES

MAIN STEET
US HWY 89 TO CENTER ST.


CITY OF NORTH SALT LAKE
 10 East Center Street
 North Salt Lake, UT 84064
 801.228.1900

SHEET	
OF	
PROJECT NO.	21-024



DESIGN
DRAWN
CHECKED
DATE SEP 2021
F.B. NO.
P.G. NO.

WEBER BASIN REPLACEMENT LINE



CITY OF NORTH SALT LAKE

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

LEN ARAVE
 Mayor
 KEN LEETHAM
 City Manager

SHEET 1
OF 1
PROJECT NO. 21-024



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: September 21, 2021

SUBJECT: Consideration of Resolution 2021-38R: A resolution establishing the Health and Wellness Committee.

RECOMMENDATION

I recommend approval of Resolution 2021-38R: A resolution establishing the Health and Wellness Committee.

BACKGROUND

The City Council recently requested that the City form a committee to address health and wellness issues. The attached resolution creates a committee entitled, "Health and Wellness Committee". The resolution further outlines the general purposes or areas of work to be performed by the Committee. This work has been described as performing relevant research, creation of recommended programs and strategies and carrying out City-approved programs and initiatives in the following areas:

- physical and mental health
- personal wellness
- access issues for food and housing
- access to addiction services
- public education related to health and wellness
- and any other public health and general welfare issues

As you know, many of these areas are not typically included in core municipal services. The purpose of the proposed Committee is to facilitate and provide access more readily to social services through partnerships with other agencies, both public and private. Also, a major emphasis of the Committee is to educate the public on these issues and where services may be located to assist them. It is likely that the City, through the Committee, will sponsor events where other public and private partners will attend and share information with the public about these issues.

Finally, I believe that we've discussed using the Uniting Neighbors Committee for this purpose or combining the subject Committee with Uniting Neighbors. As I have reviewed the purpose and function of the existing Uniting Neighbors efforts, I believe that it is primarily focused on emergency preparedness and home security and safety. These are of course related to health and general welfare, but I think the City's emergency preparedness efforts (or deficiencies) need to improve and become a more concerted effort in the future which still requires its own committee. In short, as proposed, the Committee does not take over the role of the Uniting Neighbors Committee. It may be that we want to strengthen the Uniting Neighbors Committee in the near future, but that is not what we're doing with the proposed subject resolution.

PROPOSED MOTION

I move that the City Council approve Resolution 2021-38R: A resolution establishing the Health and Wellness Committee.

RESOLUTION NO. 2021-38R

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE CREATING A HEALTH AND WELLNESS COMMITTEE AND CREATING GENERAL GOALS AND OBJECTIVES FOR THAT COMMITTEE

WHEREAS, the City of North Salt Lake recognizes that there are many public needs related to health, safety and general welfare and that there is a role for municipal government in meeting those needs; and,

WHEREAS, it is the desire of the City Council to establish a citizen committee for the purpose of addressing physical and mental health, personal wellness, food and housing access issues, addiction services and any other public health and welfare issues; and,

WHEREAS, the City Council has successfully used citizen committees for a variety of specific purposes and believes now is the correct time to create the Health and Wellness Committee.

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

- 1) There is hereby created a City committee called the “Health and Wellness Committee” which shall perform the following duties:
 - a. Relevant review of research related to physical and mental health, personal wellness, food and housing access issues, addiction services and any other public health and general welfare issues including, but not limited to, work performed by the University of Utah, the Governor’s Office, the Utah Health Department and any other works of research that would assist the City in understanding relevant challenges facing residents of North Salt Lake.
 - b. Creation of feasible and relevant strategy recommendations to address barriers to physical and mental health services, personal wellness, food and housing access issues, addiction services and other public health and general welfare issues. Such recommendations shall be prepared and presented to the City Council for their consideration together with proposed funding plans, as needed.
 - c. Prepare and make a formal annual report to the City Council. Such a report should include an overview of the Committee’s duties and activities and a list of specific recommendations that the Committee, in its judgment, believes the City should undertake to correct identified problems and deficiencies.
 - d. Carry out City-approved programs and initiatives that address the purposes of the Committee, including an informative public education and outreach program related to these matters.

- e. The Committee shall meet as often as it deems necessary, but not less than quarterly, in order to carry out its responsibilities.
- 2) The Committee shall be made up of seven members as follows: five citizens at large, two of whom shall serve for three year terms and three of whom shall serve for four year terms. The Committee shall also have the active support and official participation of the following non-voting members: One member of the City Council selected by majority vote of the City Council; the City Manager, or his/her designee; the Chief of Police, or his/her designee; the Community Development Director, or his/her designee.
- 3) Each of the five Councilmembers of the City Council shall recommend one citizen committee member for appointment to the Committee. Such appointments will be made by a majority vote of the City Council.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake this 21st day of September, 2021.

BY THE CITY COUNCIL:

Leonard K. Arave, Mayor

Attest:

Linda D. Horrocks, City Recorder

City Council Vote as Recorded:

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