



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA OCTOBER 5, 2021

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

Posted September 30, 2021

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **OCTOBER 5, 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. Department Update: South Davis Metro Fire Agency (SDMFA)
2. Approval of City Council Minutes of September 21, 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 Natalie Gordon
3. Citizen Comment
4. Consideration of **Resolution 2021-33R**: A Resolution approving Agreement **2021-29A** between the City of North Salt Lake and Hive Design Group for Architect's Services related to the Eaglewood Golf Course Clubhouse Remodel
5. Consideration of **Ordinance 2021-05**: An Ordinance of the City of North Salt Lake Amending Title 8, Chapter 1 of the City Code Related to Adoption of Regulations Associated with Secondary Water Service
6. Consideration of **Resolution 2021-40R**: A Resolution approving an Equipment Lease Agreement **2021-28A** with Vantage Tag Systems for GPS Equipment for Golf Carts at Eaglewood Golf Course
7. Consideration of **Resolution 2021-39R**: A Resolution approving Agreement **2021-33A**, an Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit

8. Consideration of Bid Award for the Overland Trail Sidewalk Project from 1000 North to 1100 North to ACME Construction
9. Mayor's Report
10. City Attorney Report
11. City Manager Report
12. Adjourn

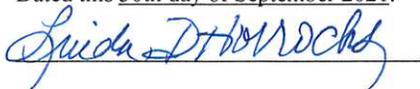
CLOSED SESSION

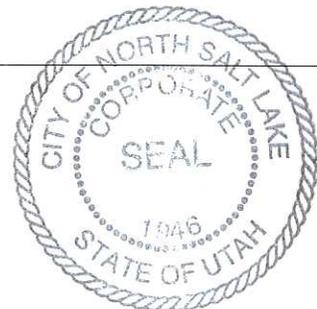
1. Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character professional competence, or physical or mental health of an individual; to discuss collective bargaining; or to discuss the purchase, exchange, sale, or lease of real property. *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 30th day of September 2021.

Dated this 30th day of September 2021.





1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 SEPTEMBER 21, 2021

4
5 **DRAFT**
6

7 Mayor Arave called the meeting to order at 6:10 p.m.

8
9 PRESENT: Mayor Len Arave
10 Council Member Lisa Watts Baskin
11 Council Member Brian Horrocks
12 Council Member Ryan Mumford (participated via telephone)
13 Council Member Natalie Gordon
14 Council Member Stan Porter
15

16 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,
17 Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Sherrie Pace,
18 Community Development Director; Tyler Abegglen, Golf Course General Manager; Todd
19 Godfrey, City Attorney; Linda Horrocks, City Recorder.
20

21 OTHERS PRESENT: Alisa Van Langeveld, Dee Lalliss, Rachel Butterfield and Hayley Pratt,
22 residents.
23

24 1. ENGINEERING DEPARTMENT CONSTRUCTION UPDATE
25

26 Paul Ottoson reported that the current construction season had been very challenging with
27 material and labor shortages. He spoke on the Eaglewood Loop secondary water and street
28 reconstruction project. The bid for this project was awarded on April 6, 2021 with the contractor
29 to begin work on the water line in May. The PVC pipe was ordered and took three months to
30 arrive, which pushed that portion of the project until July. Mr. Ottoson showed a map of the
31 project, which included the sections with the completed water line improvements that had been
32 paved as well as the sections that were in progress and would be completed by the following
33 Friday. He said it was anticipated that the remainder of the project would be completed by May
34 2022 as work would not continue through the winter.
35

36 Mayor Arave asked staff to assess the road condition of Woodbriar Way. Paul Ottoson reported
37 that a high density mineral bond was placed several years ago but there were some newer cracks.
38

39 Paul Ottoson reported on the Main Street reconstruction project from Center Street to 350 North
40 (being done as part of a federal grant). He said the contractor had been working on the concrete
41 including replacing sections of the curb and gutter that were ponding as well as sections of
42 sidewalk. Concrete work should be completed in October with the asphalt work to be completed

43 three weeks after that. Staff ensured that the residents were informed of street closures and other
44 details of the projects through notifications including an initial Zoom webinar.

45
46 Paul Ottoson reported on the Google Fiber installation and estimated that 20% of the City had
47 been completed. He said that they were installing near the gutter in most cases unless there was
48 an inlet box or a street that had been recently repaired. Staff provided Google Fiber with a map
49 of all the streets that had been reconstructed or had a recent seal coat or overlay within the last
50 three years. They would not be allowed to cut into those streets so install would occur behind the
51 sidewalk in those instances.

52
53 Mayor Arave asked about the schedule for the project. Paul Ottoson replied that the project
54 would be completed by June 2022 with work to continue through the winter months. He said that
55 Google Fiber would install the lines before the Eaglewood street reconstruction.

56
57 Paul Ottoson reported on the Eaglewood Cove 13 project, which began in late June 2021 with
58 grubbing. He showed drone footage of the area that had been denuded the most due to fatty clays
59 above Eaglewood Loop. He said that a detention basin was also built to divert some of the water
60 in the area, and after that was completed, the contractor would then install sewer and
61 underground utilities.

62
63 Paul Ottoson spoke on the Village Station project. He said one of the difficulties with this
64 property was that the carports would be built next to a cliff. Several of the precarious boulders
65 had been removed by experts and a rock wall fence with a cable fabric was installed. This
66 property would be owned and managed by an HOA who would monitor the cliff. Mr. Ottoson
67 said Orchard Drive had been closed in this area with curb and gutter to be poured the following
68 weekend.

69
70 Ken Leetham what would be completed on Eaglewood Loop by spring 2022. Paul Ottoson
71 explained that everything would have asphalt through the winter and the road would remain
72 open. A section of the water line along Eaglewood Loop may need to have a cold patch placed
73 over the trenches through the winter to allow work to commence in the spring.

74
75 Council Member Baskin questioned why the Eaglewood Drive and Springwood areas were not
76 able to have a secondary water line. Paul Ottoson replied that the City only had an 800-acre-foot
77 contract for water with Weber Basin and the golf course used approximately half of that amount
78 each year.

79
80 Mayor Arave asked when the water study would be completed and how many homes could be
81 serviced before capacity. He also asked if water from the Sewer District would be available for
82 the golf course and mentioned an ABNR project for staff to further research. Ken Leetham
83 responded that Dal Wayment with the Sewer District said that they did not expect to have any
84 excess water. He said the water study should be completed by the end of the year.

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Paul Ottoson addressed the question of how many homes may be serviced and said staff had performed a study, which showed Eaglewood Cove and all of the areas along Elk Hollow, Rosewood, Sunflower Circle, Tanglewood, etc. based on historical usage.

2. APPROVAL OF CITY COUNCIL MINUTES

The City Council minutes of September 7, 2021 were reviewed. **Council Member Horrocks moved to approve the City Council minutes of September 7, 2021 as amended. Council Member Porter seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

3. ACTION ITEMS

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

Council Member Porter thanked Paul Ottoson for researching the potential for a bridge over Center Street.

4. COUNCIL REPORTS

Council Member Gordon apologized for missing the last Council meeting due to a family emergency. She reported on the first food bank event with the Youth City Council (YCC) at Camelot that afternoon. She said the YCC would participate in future monthly mobile food banks in the City.

Council Member Gordon also said that she was asked by Salt Lake County to participate in a presentation on the importance of the missing middle housing crisis on October 7th.

Council Member Porter reported that the Get to the River event was on Saturday at 8:30 a.m. He also said the parking lot for the trail at Tunnel Springs Park was full on Sunday and that the park was getting lots of use.

Council Member Horrocks reported on the last meeting of the Davis County Mosquito Abatement Board and said it was near the end of mosquito season. He said there were 11 cases of West Nile Virus in Utah with one death this year. He spoke on the issues related to COVID this year including testing and symptoms as well as the lack of employees. This resulted in reduced treatment of areas and the need to increase wages, which may result in increased rates.

Council Member Horrocks mentioned local weather predictions and issues related to the drought. He commented that local weather forecaster, Kevin Eubank, said that if snowpack was not at least 70% of normal, then there would be severe restrictions on culinary water and no secondary

127 water next year. Council Member Horrocks suggested that the City should plan to be
128 conservative in the meantime with water use and also development.

129
130 Mayor Arave said he hoped the water plan would address this issue and suggested measures such
131 as removing park strips, etc. Ken Leetham commented that the City focused on conservation this
132 year and the Bowen Collins water study would recommend an aggressive conservation program
133 moving forward. He said residents had used 75% of their normal usage and there was a 25%
134 reduction in the supply of water from Weber Basin this year.

135
136 Council Member Baskin clarified what Council Member Horrocks had stated and said that in
137 terms of the Planning Commission and City Council approving projects caution was needed.
138 Council Member Horrocks replied that it may be premature but if it was a bad snow year then
139 building may need to be halted.

140
141 Ken Leetham commented that the study should show that City ordinances need to change related
142 to landscaping and the City should incentivize the replacement of turf with more water-wise
143 materials.

144
145 Mayor Arave said that a moratorium would be necessary to halt building and there would not be
146 cause for a moratorium at this time.

147
148 Council Member Porter said he participated in the Weber Basin Water District tour and that there
149 was a discussion about high density housing and how that did not use as much water as single
150 family lots. He said that Weber Basin felt conservation was the answer.

151
152 Ken Leetham commented that there were several initiatives for the upcoming State Legislative
153 session related to water. Mayor Arave said that the Legislature would not allow housing/building
154 restrictions.

155
156 Council Member Porter suggested that technology could be used to utilize water more
157 effectively.

158
159 Council Member Baskin commented that Weber Basin water storage was at the lowest levels it
160 had been in decades.

161
162 Ken Leetham said that the City did not overuse their supply from Weber Basin this year. He
163 mentioned that the City asked all culinary irrigation users to stop watering after October 1st and
164 that those who continued to water would be contacted by staff. Mr. Leetham commented that
165 better ordinances were needed to really enforce this with citations and fines. He said staff would
166 bring this to the City Council if there was a need the following year.

167

168 Council Member Baskin reported that the Meet the Candidates Night would be held the
169 following evening at 6 p.m. Sherrie Pace replied that it was scheduled for two hours via Zoom.

170
171 Council Member Mumford reported that there were nine days left for residents to enter photos
172 and essays for the NSL Reads contests. The submission deadline would be September 30th at 5
173 p.m. He said the NSL Reads event would be held October 7th.

174
175 5. ADJOURN

176
177 Mayor Arave adjourned the meeting at 6:50 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
SEPTEMBER 21, 2021

DRAFT

Mayor Arave called the meeting to order at 7:00 p.m. Council Member Stan Porter 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 Natalie Gordon
Council Member Stan Porter

EXCUSED: Council Member Ryan Mumford

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

OTHERS PRESENT: Duaine Rasmussen and colleague, Castlewood Development; Tammy Clayton, Alisa Van Langeveld, Conrad Jacobson, and Dee Lalliss, residents; Kristian and Caroline Wang, Troop 27.

1. CITIZEN COMMENT

A resident thanked the City for recent improvements in the Foxboro area including the roundabout. He asked if the detour and road closure signage could now be removed from the location. Paul Ottoson replied that he asked the contractor to remove the signage about a month ago and was told there was still some work to be done but that the contractor was having a hard time finding someone to finish the job.

2. 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, APPLICATION

Sherrie Pace reported that the City Council approved the General Development plan for Williamsburg 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

220 with the current owners for the project. The new owners were responsible for the demolition and
221 removal of the dilapidated structures that were on the property as part of their purchase
222 agreement. On April 6, 2021, the City Council approved the Amended General Development
223 Plan increasing the total unit count to 246 with a parking ratio of 1.8 spaces per unit, and a
224 requirement that each unit be provided one (1) space for each unit that may not be unbundled and
225 rented separately.

226
227 Ms. Pace explained that the developer, Castlewood Development, was requesting a preliminary
228 plan and final plat approval for a two-lot subdivision for the purposes of financing the
229 commercial building separately from the residential portion of the project. The subdivision was
230 reviewed by the Planning Commission who recommended approval as the lots met the minimum
231 standards for size and frontage and the plat provided for a cross access easement for both lots as
232 well as utility easements in favor of the City for the purposes of maintaining the city storm drain
233 lines on the property and water meters for culinary service. A trail segment and public trail
234 easement is provided along the north property line and would connect to the future Hatch Park
235 trail segment as identified on the City's Town Center Master Plan. She said there were several
236 engineering redlines on the plat that must be resolved prior to plat recordation including
237 correction or clarification on the title report of parcel boundary description and the correction of
238 a typo in the plat note.

239
240 Sherrie Pace reported that the second portion of the approval was the final site plan. She said that
241 as part of the General Development Plan amendment approval, the developer was required to
242 submit a final site plan with full engineering submission. She said the site plan had been
243 reviewed and found to be in conformance with the approved development agreement and City
244 code. The City engineer found some minor redline corrections related to page numbers and water
245 line installation details, which needed clarification. The Development Review Committee (DRC)
246 had determined that one issue remaining related to the installation of the retaining walls adjacent
247 to the west property line along the I-215 off ramp. She said the code limited the height of
248 retaining walls to a maximum of nine feet, and walls higher than nine feet were required to be
249 split into two or more walls and be tiered. The tallest portion of the subject retaining wall was
250 approximately 14 feet. Given the topography of the site and the difficulty in maintaining the area
251 that would be created by the tier, the DRC recommended the developer seek a variance from the
252 Hearing Officer, conditioned upon the engineered block construction as designed would provide
253 better aesthetics and maintenance along the west property line. She said that the developer had
254 just submitted the plan for the tiered wall to staff.

255
256 Sherrie Pace stated the Planning Commission recommended approval of the Preliminary Plan
257 and Final Plat for Williamsburg Park Subdivision & Final Site Plan for Williamsburg
258 Apartments subject to three conditions including correction or clarification on the title report of
259 parcel boundary description, corrected typo in plat note and any engineer redlines on
260 construction plans, and that a variance is obtained for a retaining wall taller than nine feet, or the

261 wall be tiered to less than 9 feet each. She said that as the third condition had been met this could
262 be removed from the Council's motion.

263
264 Council Member Porter expressed concern about the tiered nine-foot walls as there would be a
265 gap or plateau every nine feet, and he asked how the landscaping there would be maintained.
266 Sherrie Pace replied that there was only one section of the wall that was 14 feet tall. She said
267 shrubs would be placed in that location.

268
269 Council Member Porter asked if there was concern with maintenance due to the overhang onto
270 the freeway. Paul Ottoson replied that there was a railing on any of the sections over 36 inches in
271 height.

272
273 Council Member Gordon asked how wide it would be between the tiers. Paul Ottoson replied
274 that as City code required it to be one-half the distance of the tallest wall that it would be 4 1/2
275 feet.

276
277 Duaine Rasmussen, Castlewood Development, said that while a final decision had not been made
278 that it would be based on constructability. He explained that once a contractor reviewed the plan
279 that they may need to ask for the variance. Mr. Rasmussen commented that it was a short area
280 and they would install a railing to ensure safety.

281
282 **Council Member Gordon moved that the City Council approve the Preliminary Plan and**
283 **Final Plat for Williamsburg Park Subdivision & Final Site Plan for Williamsburg**
284 **Apartments subject to the following conditions:**

- 285
286 **1) Correction or clarification on title report of parcel boundary description; and**
287 **2) Corrected typo in plat note and any engineer redlines on construction plans.**
288

289 **Council Member Porter seconded the motion. The motion was approved by Council**
290 **Members Baskin, Gordon, Horrocks, and Porter. Council Member Mumford was excused.**
291

- 292 **3. CONSIDERATION OF RESOLUTION 2021-30R: A RESOLUTION APPROVING A**
293 **PURCHASE AGREEMENT (2021-27A) WITH HIGHLAND GOLF FOR 84 NEW**
294 **GOLF CARTS TO BE USED AT EAGLEWOOD GOLF COURSE AND LEASE**
295 **AGREEMENT (2021-28A) WITH VANTAGE TAG SYSTEMS FOR GPS**
296 **EQUIPMENT FOR GOLF CARTS**
297

298 Tyler Abegglen reported that the Golf Oversight Committee had discussed this item for several
299 months and determined that the current fleet of Yamaha carts should be traded in for a newer
300 fleet. The delivery date for these new carts would be July 2022 in fiscal year 2023. The new carts
301 would have nicer seats and GPS units to allow for a better customer experience as well as
302 monitoring by staff. The purchase price less the trade-in value of \$236,000 would be \$223,480.

303 He said that the GPS units would be \$32 dollars per cart per month for a total of \$2,688 per
304 month for 60 months.

305
306 Mayor Arave asked about the GPS units and their reliability. Tyler Abegglen replied that they
307 reviewed all of the GPS options and felt that Vantage Tag Systems seemed like the best option.
308 He said that the majority of the use would be for staff to monitor the golf course and carts
309 including speed, location, pace of play as well as for scoring and messaging, etc.

310
311 Council Member Porter said that GPS systems seemed to become outdated quickly. He also
312 expressed concern about the price of the units. Tyler Abegglen responded that these carts were
313 mid-range in price. He said the GPS units were the newest model and he felt the usability and
314 functionality was worth the cost. Mr. Abegglen commented that he would check the lease to see
315 if the GPS units could be traded when newer technology became available.

316
317 Council Member Horrocks commented on restrictions with the golf carts and how staff could
318 control where the carts went. He said that the golf carts were being presented as an expense but
319 were a source of revenue for the course as they were rented out. Tyler Abegglen stated that he
320 would be recommending an increase to the golf cart rental rates next year, which would generate
321 more revenue.

322
323 Council Member Horrocks spoke on supply shortages and asked about the possibility of using
324 the old carts through 2022. Tyler Abegglen replied that this was the reason he requested funding
325 the new carts in the next fiscal year. He said the estimated delivery was July 1, 2022.

326
327 Council Member Baskin expressed concern with a provision in the contract. She explained that it
328 was a lease finance agreement with binding arbitration that the parties would waive all rights to
329 discovery including depositions and that any decision made was final. She said she would not
330 vote for this unless that language was removed. Tyler Abegglen responded that the City attorney
331 may have a provision to change that language.

332
333 Todd Godfrey commented that he was in agreement with Council Member Baskin and
334 recommended it be removed from the contract. Tyler Abegglen said he would request that
335 Vantage Tag Systems remove that portion of the agreement and would bring the contract back to
336 the Council.

337
338 Mayor Arave asked if this was a capital lease with a buyout option at the end. Tyler Abegglen
339 replied that it was a capital lease for the carts but the GPS units were a straight lease.

340
341 Ken Leetham commented that if the GPS units broke that they would be replaced. Tyler
342 Abegglen replied that they would have two replacement units available on hand.

343

344 Ken Leetham clarified that there were two separate leases and staff would bring back a lease
345 agreement through a bank for a traditional loan. He explained that the GPS units would be under
346 a separate lease.

347
348 Council Member Porter asked if the Council had to approve agreements for both the carts and the
349 GPS units right then. Tyler Abegglen replied with his concern about obtaining approval for the
350 golf carts so he could place the order and avoid further delay on delivery. He said the order for
351 the GPS units was not as critical.

352
353 Council Member Gordon commented on the five-year lease and asked if the current carts had
354 lasted five years. Tyler Abegglen responded that the current carts were four years old and would
355 be five years in October 2022. He said most carts were replaced in four-to-five years.

356
357 Council Member Gordon asked if it was anticipated that the payment for the golf cart lease
358 would come from golf course revenue. She asked if this would affect the payment of the bond for
359 the golf course remodel. Tyler Abegglen replied affirmatively and said that increasing the cart
360 rates would generate approximately \$200,000 in additional revenue per year. He estimated that
361 the golf cart revenue alone was \$500,000 last year.

362
363 The Council determined to review and potentially approve the lease agreement for GPS units at a
364 later date.

365
366 **Council Member Horrocks moved the City Council approve Resolution No. 2021-30R**
367 **approving the lease purchase agreement for Eaglewood Golf Course Carts in the amount of**
368 **\$233,480 with the caveat to strike 9.3 from the contract pending that approval. Council**
369 **Member Porter seconded the motion. Council Member Porter seconded the motion. The**
370 **motion was approved by Council Members Baskin, Gordon, Horrocks, and Porter. Council**
371 **Member Mumford was excused.**

372
373 **Council Member Baskin moved to table Resolution 2021-28A approving the Lease**
374 **Agreement with Vantage Tag Systems for GPS equipment for Golf Carts. Council Member**
375 **Porter seconded the motion. The motion was approved by Council Members Baskin,**
376 **Gordon, Horrocks, and Porter. Council Member Mumford was excused.**

377
378 Mayor Arave commented that one issue at the golf course was the pace of play and if a strategy
379 could be implemented to improve this then it would help revenues.

380
381 4. CONSIDERATION OF RESOLUTION 2021-35R: A RESOLUTION APPROVING AN
382 AGREEMENT (2021-31A) BETWEEN THE CITY OF NORTH SALT LAKE AND
383 SOUTH DAVIS SEWER DISTRICT FOR THE USE OF THE CITY'S ARPA FUNDS
384 IN THE AMOUNT OF \$76,000

385

386 Ken Leetham reported that the Sewer District approached staff in July 2021 requesting funds and
387 in August 2021 the City Council approved a resolution to share \$76,000 of those funds. These
388 funds would be used for the Sewer District's North Plant Nutrient Removal project. This type of
389 project was an authorized expense under the American Rescue Plan Act (ARPA). He felt that a
390 contract between the City and South Davis Sewer District would be a good way to document
391 what the funds were being used for in the event of an audit as well as to report to ARPA.

392

393 **Council Member Porter moved that the City Council approve Resolution 2021-35R: A**
394 **resolution approving an agreement (2021-31A) between the City of North Salt Lake and**
395 **the South Davis Sewer District for the use of a portion of the City's ARPA funds in the**
396 **amount of \$76,000. Council Member Horrocks seconded the motion. The motion was**
397 **approved by Council Members Baskin, Gordon, Horrocks, and Porter. Council Member**
398 **Mumford was excused.**

399

400 5. CONSIDERATION OF RESOLUTION 2021-36R; A RESOLUTION APPROVING AN
401 AGREEMENT (2021-32A) BETWEEN THE CITY OF NORTH SALT LAKE, WOODS
402 CROSS CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT)
403 FOR USE OF UDOT PROPERTY FOR A DOG PARK

404

405 Ken Leetham commented that this was a great solution to a public need in which 2.8 acres could
406 be used for water detention and a dog park. He explained that staff had worked with Woods
407 Cross who had conceptually agreed to sharing the cost of design services, construction and daily
408 maintenance of the park in addition to the shared obligations related to the proposed agreement
409 with UDOT. Mr. Leetham recommended a formal agreement between the City and Woods Cross
410 to formalize those understandings. He said that this type of park needed to be maintained daily
411 and that an outside party was the best option for that service.

412

413 Ken Leetham said the contract for the park included maintenance of the detention pond, which
414 was typical work that could be done once a year.

415

416 David Frandsen presented a rough mockup of the park and said it would include a small and
417 large dog play area and a potential restroom.

418

419 Council Member Horrocks commented that people may walk through Legacy Park to access this
420 park and said the splash pad may be at risk. He suggested that it may be appropriate to fence the
421 west side of the splash pad.

422

423 Mayor Arave suggested ticketing those that allowed dogs in the splash pad areas.

424

425 Council Member Porter asked about liability and if it could be split between both cities. Ken
426 Leetham replied that he would pursue this option. He said that the approach would be to share
427 the entire cost of the dog park equally with Woods Cross.

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Council Member Horrocks moved that the City Council approve Resolution 2021-36R: A resolution approving Agreement 2021-32A between the City of North Salt Lake, Woods Cross, and UDOT for the use of UDOT property for a dog park. Council Member Baskin seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks, and Porter. Council Member Mumford was excused.

6. CONSIDERATION OF RESOLUTION 2021-37R: A RESOLUTION APPROVING AN AGREEMENT (2021-33A) BETWEEN THE CITY OF NORTH SALT LAKE AND WEBER BASIN WATER CONSERVANCY DISTRICT (WBWCD) FOR THE COST SHARING OF A WATER LINE REPLACEMENT IN MAIN STREET

Paul Ottoson reported that Weber Basin Water Conservancy District had a need to install two new water lines from Center Street to the Big West Oil and Chevron refineries. City staff had been working with Weber Basin for the best alignment on this project and the route that had been selected was 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. Mr. Ottoson stated that the Main Street water line project had been scheduled for the 2024 budget year, but staff recommended moving it to the current budget year along with the Main Street reconstruction project. He said the proposed agreement from Weber Basin only included the cost to design the City's water line project along Main Street and would be \$20,000. Mr. Ottoson explained that by doing the project in this manner, the City would save money since all three water lines would be installed in the same trench and Weber Basin would pay their portion of the street reconstruction for the trench work they should have completed. He said the City also had a street reconstruction project planned so it made sense to complete this project at the same time.

Paul Ottoson said that Weber Basin proposed that both projects, the water line and the street reconstruction, be completed by the same contractor. He said that in order to do this project, staff would also recommend that the 150 North Street water line and street reconstruction project, which was scheduled for this year, be postponed until the 2024 budget year. A budget adjustment would have to be approved by City Council at a future meeting for the new Main Street project. Staff was proposing to delay the 150 North project (in the current budget) to help offset the total costs of adding the Main Street project. Mr. Ottoson said the cost difference was estimated to be approximately \$105,000 more to perform the Main Street project but the actual project costs would be presented to the Council when the project was awarded.

Council Member Baskin commented that in paragraph five of the interlocal agreement that the term of the agreement would commence on December 1, 2020 and would continue for 50 years. The agreement also stated that Weber Basin had the sole right to make the determinations on the facilities. Todd Godfrey replied that Weber Basin always proposed an interlocal agreement even if it may not be necessary. He clarified that the provision stated that if Weber Basin did not need their major water lines at some point in the next 50 years that they would cease operation to

470 them. Mr. Godfrey said that this did not have anything to do with the City's facility, which
471 would remain in place. He said the 50-year clause did not make sense, but in his opinion it also
472 did no harm.

473
474 Council Member Baskin asked what would happen in the instance the City wanted to use the
475 road for another reason. Todd Godfrey replied that this did not necessary alter an existing
476 relationship. He said they have a facility in the road that was not covered by any formal easement
477 but was governed by statutory restrictions on utility facilities for public purposes. Mr. Godfrey
478 explained that the City would have to work with Weber Basin if any major work was being done
479 anyway. He did not feel this provision had any significant effect.

480
481 Council Member Porter asked if there were any potential issues if the City decided to alter Main
482 Street in the future such as closing or change the course. Paul Ottoson replied that he did not
483 think there would be any impact as the water line would remain as is.

484
485 **Council Member Porter moved the City Council approve Resolution 2021-37R and the**
486 **agreement between Weber Basin Water Conservancy District and the City of North Salt**
487 **Lake (2021-33A) to provide the design for the City's Main Street water line project from**
488 **Highway 89 to Center Street. Council Member Gordon seconded the motion. The motion**
489 **was approved by Council Members Baskin, Gordon, Horrocks, and Porter. Council**
490 **Member Mumford was excused.**

491
492 7. CONSIDERATION OF RESOLUTION 2021-38R: A RESOLUTION CREATING A
493 HEALTH AND WELLNESS COMMITTEE AND CREATING GENERAL GOALS
494 AND OBJECTIVES FOR THAT COMMITTEE

495
496 Ken Leetham reported that the City Council had previously discussed this item in relation to the
497 numerous other regional activities the City participated in such as Communities that Care and
498 Healthy Communities. He said the Mayor suggested the creation of a Health and Wellness
499 Committee for this purpose. Mr. Leetham proposed eliminating the existing United Neighbors
500 Committee and combining emergency preparedness into the purview of the Health and Wellness
501 Committee. He said this Committee would also carry out approved programs and initiatives in
502 the areas of physical and mental health, personal wellness, food and housing access, addiction
503 services, public education, and any other public health and general welfare issues.

504
505 Ken Leetham explained that this would be an advisory committee and the members would be
506 aware that they could not make their own policies without the approval of City Council. He said
507 the proposal was for nine committee members including five citizens selected by the City
508 Council, one Council Member, the City Manager, the Chief of Police, and the Community
509 Development Director, or their designees.

510

511 Mayor Arave spoke on some of the concerns he had related to the Uniting Neighbors committee,
512 including consistent meetings, especially related to emergency preparedness. He said that
513 formalizing the Committee should help especially as the City would be working closely with the
514 Church of Jesus Christ of Latter Day Saints for emergency preparedness. Mayor Arave also said
515 that this organized Committee would make it easier to coordinate with the different organizations
516 and the County in providing services for residents.

517

518 Council Member Gordon felt that combining emergency preparedness with mental/emotional
519 wellbeing together would be difficult. She said that when thinking of individuals to represent
520 those aspects that they would be different people for emergency preparedness versus mental
521 health. She recommended separate committees.

522

523 Council Member Baskin commented that this was a great idea particularly the suicide prevention
524 aspect. She said there were many ways the City could partner with other organizations in the
525 community.

526

527 Council Member Porter was in agreement with Council Member Gordon's comments. He
528 suggested that the emergency preparedness could be a sub group of this Committee but felt it
529 could be setup similar to the Parks, Trails and Arts Board.

530

531 Council Member Horrocks commented that even if the Committee did not organize the
532 emergency preparedness that it was already coordinated through Davis County and the local
533 LDS church. Mayor Arave replied that he felt like it was still important to have this committee
534 handle emergency preparedness and the coordination between those entities and the City and to
535 meet at least once per year.

536

537 Ken Leetham said staff struggled with the emergency preparedness portion and felt that if the
538 City wanted serious engagement in that aspect that a professional should be hired. Council
539 Member Porter explained that the original role of the United Neighbors was to unite the City and
540 work on issues together. He suggested having representatives from different areas of the City.

541

542 Council Member Horrocks asked whether Marty Peterson was still involved with emergency
543 preparedness. Mayor Arave replied that Marty no longer had time to commit as much time as the
544 role would require.

545

546 Ken Leetham commented that Bountiful City had a designated police officer in charge of
547 emergency preparedness. He also said Davis County had a good emergency manager with
548 capable staff.

549

550 Council Member Baskin suggested an independent contractor could be hired to perform this
551 service.

552

553 Chief Black commented that he appreciated Marty who was always willing to help. He spoke on
554 the Bountiful officer and said they were more of a contact person and not a proactive position.
555 Chief Black said he liked the suggestion of having a committee that provided input, was aware of
556 local resources, and maintained relationships with the County.

557

558 **Council Member Porter moved that the City Council approve Resolution 2021-38R: A**
559 **resolution establishing the Health and Wellness Committee.**

560

561 Council Member Gordon asked for clarification if the motion was establishing a Health and
562 Wellness Committee or establishing the Health and Wellness Committee and eliminating the
563 United Neighbors Committee.

564

565 **Council Member Porter amended his motion to eliminate the United Neighbors Committee.**
566 **Council Member Horrocks seconded the motion.**

567

568 Council Member Gordon commented that she would vote in opposition if emergency
569 preparedness was part of the Health and Wellness Committee. She felt that emergency
570 preparedness would be better handled by a staff member.

571

572 **The motion was approved by Council Members Baskin, Horrocks, and Porter. Council**
573 **Member Gordon voted in opposition to the motion. Council Member Mumford was**
574 **excused.**

575

576 8. MAYOR'S REPORT

577

578 Mayor Arave had nothing to report.

579

580 9. CITY ATTORNEY'S REPORT

581

582 Todd Godfrey had nothing to report.

583

584 10. CITY MANAGER'S REPORT

585

586 Ken Leetham reported the recent bonding and that Key Bank would purchase bonds for the City.
587 He said this closing would be on September 29th with low interest rates and added that the City
588 was making a huge investment in the golf course and the Foxboro Wetland Park.

589

590 Ken Leetham thanked the Public Works department for their efforts during the Day of Service on
591 September 11th. He said there were 11 designated sites with hundreds of volunteers. Mr. Leetham
592 said a lot of spurge was removed from the Wild Rose and Tunnel Springs areas. He said the fall
593 cleanup would be held that next weekend on Friday through Sunday.

594

595 Ken Leetham mentioned that the City's IT company, ETS, asked for their own service project on
596 September 10th and they removed a lot of debris and invasive tree seedlings at the Springhill
597 Geologic Park.

598

599 Mayor Arave asked when the City would be able to hold Zoom meetings again. Ken Leetham
600 replied that the equipment had been ordered but due to supply chain issues, the pieces were
601 delayed a few more weeks.

602

603 11. ADJOURN

604

605 Mayor Arave adjourned the meeting at 8:45 p.m.

606

607 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*
608 *October 5, 2021 by unanimous vote of all members present.*

609

610

611

612 _____
Linda Horrocks, City Recorder

Action Items for October 5, 2021

Item	Staff	Description
New		
1	Paul	Staff to assess the road conditions of Woodbriar Way.
2	Paul, Ken	Staff to research ABNR project with Sewer District to obtain excess water for the golf course.
3	Ken	Staff to review liability insurance for proposed dog park.
Current		
1	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.) <i>Staff will continue to look at options.</i>
2	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.
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	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>
5	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>
6	Linda	Staff to evaluate and propose a new solution for front facing monitors for the City Council chambers. <i>Staff is reviewing options.</i>
7	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>
8	Sherrie	Mayor asked staff to see if there was an ordinance related to truck restrictions in Village Station. If not, 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>
9	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)
10	Ken	Staff to review whether power lines could be buried along Redwood Road. <i>Ken to report.</i>
11	Paul	Staff to research solutions for maintaining commuter trail along the frontage road to SLC.
12	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>
13	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>
14	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>
15	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.
16	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: Tyler Abegglen, Eaglewood Golf Course

DATE: 9/30/2021

SUBJECT: Consideration of Resolution 2021-33R: A Resolution Approving an Agreement (2021-29A) for Architect's Services Related to the Eaglewood Clubhouse Remodel

Recommendation

Staff recommends the approval of \$73,900 in architectural fees to Hive Design Group (Midvale, UT). These fees will include structural and final plan design, plan submittal, product schedule in preparation for RFP on the existing clubhouse.

Background

The staff has been through several iterations and changes with JZW architects, and have decided on an overall concept and design of the building. Hive Design Group will now carry out the final detailed drawings, code compliance, fire compliance, acoustical separations, ceiling/lighting design, material selections and plans in preparation for RFP on building construction. Their timeline is considerably quicker and cost lower than all other architect firms contacted and proposed. The strategy is to have completed plans and submittals ready by mid-November. Hive Design is very excited for the opportunity to work with us and produce a quality product.

Possible Motion

I move the City Council approve Resolution No. 2021-33R: A Resolution Approving the "Eaglewood Clubhouse Remodel Architectural Agreement" (2021-29A) with Hive Design Group in the amount of \$73,900.

Attachments:

1. Resolution No. 2021-33R
2. Hive Design Group-Eaglewood G.C. Clubhouse Project Agreement 2021-29A

RESOLUTION NO. 2021-33R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NORTH SALT LAKE APPROVING AN AGREEMENT FOR
ARCHITECT’S SERVICES (2021-29A) WITH HIVE DESIGN
GROUP FOR THE EAGLEWOOD GOLF COURSE CLUBHOUSE
REMODEL PROJECT**

WHEREAS, Eaglewood Golf Course and Clubhouse is owned by the City of North Salt Lake; and

WHEREAS, the City’s Golf Course Oversight Committee has recommended to the City Council the need to repair and renovate the Clubhouse to better serve the needs of the City, its residents and the golf course; and

WHEREAS, Hive Design Group submitted the most responsive and competitive bid meeting the City’s specifications for the Clubhouse remodel design services including expansion of outdoor deck, replacement of exterior materials and windows, and remodel of interior spaces and updated interior finishes; and

WHEREAS, the City Council desires to enter into an agreement with Hive Design Group for architect’s services related to this remodel.

NOW, THEREFORE BE IT RESOLVED by the City Council of North Salt Lake, Utah that the City Manager is hereby authorized to sign the Architect’s Services Agreement (2021-29A) with Hive Design Group.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake this 5th day of October, 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 _____

AGREEMENT FOR ARCHITECT'S SERVICES

AGREEMENT made as of the 24th day of September, 2021

BETWEEN

North Salt Lake City
Tyler Abegglen
tylera@nslcity.org
10 E. Center St.
NSL, UT 84054

hereafter referred to as **"Owner"**

AND

Hive Design Group
7598 S. Main St.
Midvale, UT 84047

hereafter referred to as **"Architect"**

FOR the following project:

Eaglewood Golf Course Clubhouse Remodel
1110 E. Eaglewood Dr.,
North Salt Lake, UT 84054

hereafter referred to as **"Project"**

Project Description

Design of Eaglewood Golf Course Clubhouse Remodel. Remodel includes expansion of outdoor deck, replacement of exterior materials and windows, remodel of interior spaces and updated interior finishes.

Project Designated Representatives

Owner's designated representative

Tyler Abegglen

The architect shall coordinate all owner-architect communications through this designated representative. All required approvals and sign off documents shall be executed by the owner's designated representative.

Responsibilities of Architect

Performance of Services

The Architect shall render its services under this Agreement consistent with professional skill and care and makes no other warranty either expressed or implied. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Architect's services, including any errors, omissions or inconsistencies in the documents.

Schematic Design Phase

During Schematic Design Phase, preliminary drawings shall be presented to the Owner for review. Design deliverables and services include:

- Floor plans showing sizes of rooms and spaces
- Ceiling plan designs and lighting layout
- Exterior building elevations for presentation
- Renderings of project as needed
- Design iterations as necessary for city approval

Revisions to the floor and ceiling plans, based on the Owner's requests and input, will be made. At the conclusion of the design phase, the Owner will receive final floor and ceiling plan design drawings for design approval. The Design Development phase will begin upon execution of the design sign off form by the owner with accompanying design drawings.

Design Development Phase

During Design Development Phase, refined drawings shall be presented to the Owner for review. Design deliverables and services include:

- Floor plans reviewed for code compliance and fire and acoustical separations
- Ceiling plan designs and lighting layout
- Refined exterior building elevations
- Exterior and interior renderings as needed

Revisions to the floor and ceiling plans, based on the Owner's requests and input, will be made. At the conclusion of the design phase, the Owner will receive final floor and ceiling plan design drawings for design approval. The documentation phase will begin upon execution of the design sign off form by the owner with accompanying design drawings.

The Schematic and Design Development phases are anticipated to proceed for a maximum of 60 days from the date of commencement of design. Services required as a result of modifications to the project design after this period will be billed as additional services.

Construction Documentation Phase

The Architect will be responsible for providing architectural drawings, and compiling the complete plan set. Architectural construction drawings to be completed for the project include:

- Floor plans
- Elevations
- Building Sections
- Wall Sections
- Door schedule
- Window schedule
- Architectural details
- Reflected ceiling plan (where applicable)

If additional engineering is required such services will be billed as Additional Services. Architect will coordinate work with engineers contracted directly with the owner and the project fees will be adjusted to exclude engineering work provided by replacement engineers.

City Review and Approval

The Owner is solely responsible for obtaining and paying for all permits and approvals for the project. The Architect will coordinate with city and other building officials in order to assist to obtain building permits. The permit fees for submission of plans and building permit fees are to be paid by owner. All building review comments and questions related to the architecture and engineering design from the regulating authority will be reviewed and answered by Architect and Consulting Engineers and Contractors. The Architect will be specifically responsible for obtaining responses for coordinating with the Consulting Engineers.

Construction Observation and Safety

Construction Administration services are not included in the fixed fee portion of this agreement. Construction Administration services may be performed by the architect under this agreement on an hourly basis as outlined below.

Upon agreement between the Client and the Architect to perform Construction Administration services, the Architect will make the necessary number of visits to the Site as deemed necessary and at intervals appropriate to the stage of construction, to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Construction Documents. The Architect will meet with the contractor on site as necessary and shall coordinate and work with the Client during construction until final payment to the Contractor is due.

As part of Construction Administration, and at the Client's direction, the Design Team will review and process all submittals of Shop Drawings and Product Samples for the purpose of checking conformance with the Construction Documents and the design concept. The Architect will review, coordinate, respond and process all RFIs that are applicable to the work described in this agreement. The Architect will also work with the Client and the contractor to process Change Orders and to make any changes or additional detailing requested by the Client.

Except as set forth herein, the Architect shall not supervise, direct, or have control over the Contractor's work. The Architect shall not be responsible for (a) the Contractor's means, methods, procedures, techniques, or sequences of construction, (b) safety programs or procedures employed by the Contractor on the job site, and (c) the Contractor's failure to carry out work in accordance with the Contract Documents.

If the Client chooses not to hire the Architect for Construction Administration services or chooses to hire another company/individual for Construction Administration services, the Client assumes all responsibility for interpretation of any drawings, specifications and Contract Documents, provided by the Architect and releases the Architect from all liability for the same, and further waives any claims against the Architect based on the Client's or Client's agents interpretation or understanding of all drawings, specifications or Contract Documents provided by the Architect and its consultants against the Architect and its consultants that may be in any way connected with interpretation of any drawings, specifications, Contract Documents, and for any construction observation and indemnifies the Architect from any possible future claims that may arise from the construction and life of the project related to the same.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees, consultants and sub consultants against all damages, liabilities or costs, including attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Architect or its consultants.

Responsibilities of Owner

The Owner shall provide to the Architect all information that is related to or necessary for the Architect's services or that may have any influence on the project feasibility, design, and/or coordination of this project. Such information shall be provided in a timely manner and before the Architect commences its services. Architect may use such information in performing its services and shall be entitled to rely on the accuracy and completeness thereof. The Architect will notify the Owner if it finds that the information is inaccurate. The Owner will then be responsible to obtain accurate information. Owner shall be responsible for all expenses to the Architect caused by the use of inaccurate information provided by owner.

The Owner shall obtain and furnish to the Architect a geotechnical study and topographical survey specifically prepared for the subject property. The Owner agrees to indemnify and hold harmless the Architect for damages related to or arising from collapsible soils, soil settlement, and soil movement of any kind.

The Owner shall provide the services of other Consultants if the project warrants the services of such consultants.

All services and information that are listed under Responsibilities of Owner shall be provided by the Owner, at the Owner's expense. The Architect shall be entitled to rely on all information provided to the Architect by the Owner or by others on the Owner's behalf.

The Owner is responsible to obtain budget estimates for the project. The Architect may assist the Owner in determining estimated cost of construction. The Architect has no control over the cost of labor, materials or equipment, over the contractor's methods of determining prices, or over competitive bidding or marketing conditions. Opinions of probable construction costs made by the Architect represent its experience as a design

professional familiar with the construction industry, but do NOT guarantee that proposals, bids or the actual construction cost will not vary from the opinions. No warranties or guarantees are made in conjunction with such estimates. The Owner is responsible to notify the Architect of proposed construction budgets and any changes to proposed budgets.

The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's drawings or documents.

The Owner hereby agrees that the Architect may rely upon the information and decisions made by Owner's representatives as indicated above. The Owner and the Architect agree to cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the project team.

The individual executing this agreement affirms that he is an authorized agent of the record owner of the real property that shall be improved pursuant to this Agreement with authority to enter into contractual agreements and to grant the Architect authority to perform the services identified herein. Execution of this Agreement serves as written authorization for the Architect to proceed under this Agreement. The Owner guarantees full and free access for the Architect to enter upon all property required for the performance of the Architect's services under this Agreement.

Compensation

Contract Design Services

The Owner shall compensate the Architect for professional services rendered under this Agreement as follows:

<i>Architectural Services</i>	
Architectural and Structural Design – Addition	\$73,900
<hr/>	
Total	\$73,900 + CA

This compensation amount is based on the project outlined at the header of this agreement. If size of the project calculated by square footage is increased by more than 5%, the Architect is entitled to adjust compensation by the same rate.

Construction administration, including site visits and all other services performed by the architect after issuance of the building permit, will be billed at the applicable hourly rates presented below. As part of Construction Administration services, Architect will be available to the contractor to respond to other questions arising during construction, including response to submittals, RFI and issuance of Addenda and ASI as appropriate. Additional site visits may be requested by the owner.

The initial payment (retainer) is due at the signing of this agreement and shall be in the amount indicated below. The retainer shall be applied to the final monthly invoice. The Owner shall compensate the architect on a monthly basis equal to the portion of the work that has been completed during that month. Architect shall prepare monthly invoices outlining the percent complete and current amount due. Architect will be allowed to bill an amount equal to 90% completion prior to the completion of the documents. The final 10% of the compensation amount will be due and payable at the completion of construction documents.

Retainer	\$7,000
*Progress Payment	\$59,900
**Completion of Documents	\$7,000
Total	\$73,900 + CA

*The amount included in the monthly progress payments will be invoiced in portions at the conclusion of each month

**The final payment at completion of documents is to be paid at the time that final construction plans are released by architect. Documents will not be released without receipt of final payment.

Additional Services

Any additional architectural services not specifically listed within this scope will be billed at an hourly rate based on our standard rates below. Approved reimbursable expenses will be billed at cost. Reimbursable expenses include any expenses incurred by the architect or architect's consultants directly related to the project as follows:

1. Transportation and authorized travel and subsistence.
2. Fees paid to regulating authorities.
3. Printing, plotting or reproductions of documents.
4. Postage, handling or delivery services.
5. Expense of overtime work if authorized by owner.
6. Models, mockups, or professional photography if requested by the owner.
7. Other similar project related expenses.

Architectural / Engineering Hourly Rate Structure:		
Professional Level		Rate
I.	Principal Architect	\$135.00/hour
II.	Project Architect/Designer	\$120.00/hour
III.	Project Manager	\$105.00/hour
IV.	Intern Architect	\$95.00/hour
V.	Draftsperson	\$85.00/hour
VI.	Administrative	\$70.00/hour

Compensation for Additional Services of the Consulting Engineers and other Architect's consultants shall be the amount invoiced plus ten percent (10%).

Payments are due and payable at date of the Architect's invoice. Amounts unpaid within 30 days after the invoice date shall bear interest at 1.5% per month. The Owner shall pay any collection fees, attorney's fees and/or court costs if collection procedures are implemented.

Additional sets of plans may be purchased by the Owner at \$3.00 per sheet.

Suspended Projects

If the project is suspended by the Owner for more than 90 consecutive days, architect will be compensated for all services rendered to that point based on hourly rates indicated above. Architect shall also be compensated for hours required to restart a suspended project if such project is suspended for more than 90 days. Such compensation shall be according to the additional services section above.

Ownership and Use of Drawings

All documents, imagery, drawings and specifications the Architect prepares under this Agreement as instruments of professional service are intended for use on this project and are the joint intellectual and personal property of the Architect and the owner. The Architect shall be deemed the author of these documents and shall retain all common law rights including the copyright. The documents are not intended or represented to be suitable for reuse by the Owner or others on this or other projects. Any reuse is at the Owner's sole risk. The Owner shall indemnify, defend, and hold harmless the Architect for any such reuse. Written permission to reuse drawings prepared for this project must be obtained from the Architect prior to use of these drawings for any other building or project in any way.

The architect acknowledges that the building is created in collaboration with the owner. The architect will not reuse these documents for future projects without written approval from the owner. The owner will not reuse these documents for future projects without written approval from the architect.

Termination of Agreement

This Agreement may be terminated by either party upon seven days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon such termination, the Owner shall immediately pay the Architect for all services rendered and reimbursable expenses incurred through the date of such termination.

If the project is to be abandoned by the Owner, the Owner may terminate this Agreement with written notice to the Architect. The Owner shall pay the Architect for all services rendered and reimbursable expenses incurred through the date of such termination.

Hazardous Materials and Unforeseen Conditions

The Architect assumes no risk and shall have no responsibility for non-disclosed or unforeseen conditions or the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form.

Unforeseen conditions that create requirements for additional design or engineering services are not included in the proposed fee. If such unforeseen conditions arise, the architect shall provide to the owner an additional services request for performance of the required engineering and design services. Architect shall not proceed with such additional services until authorized by the owner.

Nature of the Agreement

This Agreement is between the Owner and the Architect. Nothing contained herein shall create a contractual relationship with or a cause of action in favor of a third party against the Owner or the Architect. Neither party

shall assign this Agreement without the express written consent of the other. This Agreement and its attachments represent the entire integrated agreement between the Owner and the Architect and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement shall only be amended by a writing signed by the Owner and the Architect. This Agreement shall be construed and interpreted as if drafted equally by the Owner and the Architect.

Dispute Resolution

The Owner and the Architect shall in good faith mediate any dispute between them in accordance with the Utah Mediation Act, and each agree to pay one half of the costs of mediation. All claims not resolved by mediation may, at the Architect's option, be resolved by arbitration in accordance with the Revised Utah Arbitration Act in lieu of litigation and judgment on the award may be entered in any court having jurisdiction thereof.

Limitation of Liability

The Owner agrees that the aggregate limit of the Architect's liability, including without limitation attorney fees and costs, for any action based on this Agreement, negligent acts, errors, or omissions relating to or arising out of the project, or any other theory of liability is the lesser of the Architect's fee or \$10,000. Under no circumstances shall the Architect be liable to the Owner for consequential damages.

The Owner shall indemnify, defend, and hold harmless the Architect from and against the negligent acts, errors, and omissions of the Owner's agents, representatives, consultants, contractors, Consulting Engineers, and all others for whom the Owner is legally liable.

The Architect shall not be held accountable for delays due to factors that are beyond its control. The Owner shall solely bear any costs incurred for such delays.

Governing Law

This Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law provisions.

"This Agreement becomes effective on the date when it is signed:"

Hive Design Group

Owner

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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: October 5, 2021

SUBJECT: Consideration of Ordinance No. 2021-05: An Ordinance of the City of North Salt Lake Amending Title 8, Chapter 1 of the City Code Related to Adoption of Regulations Associated with Secondary Water Service.

RECOMMENDATION

I recommend approval of Ordinance No. 2021-05: An Ordinance of the City of North Salt Lake Amending Title 8, Chapter 1 of the City Code Related to Adoption of Regulations Associated with Secondary Water Service.

BACKGROUND

As the City expands its secondary water service in the foothills, City staff recommends a change in the City Code to require property owners to connect to the secondary water system if that system is within 300 feet of their property. This ordinance is fairly typical of secondary water systems throughout Utah where reliance on culinary water for outside irrigation is become more difficult to sustain. As you know, the secondary water project in the Eaglewood Loop neighborhood is expected to connect over 100 residences to our expanded secondary system. City staff believes that in order for that system to operate properly, all of those connections need to be made. Today, connection to this expanded system is voluntary and we are concerned that there may be residents who do not wish to grant their consent for the City to make this change.

As is the case in the Eaglewood Loop project, we expect that future expansion of the secondary water system will include the City making individual connections as a part of future project costs rather than making residents pay for their new connections. Again, making this connection compulsory is the only way to insure that both the culinary and secondary water systems in this neighborhood will function properly and most effectively.

PROPOSED MOTION

I move that the City Council approve Ordinance No. 2021-05: An Ordinance of the City of North Salt Lake Amending Title 8, Chapter 1 of the City Code Related to Adoption of Regulations Associated with Secondary Water Service.

ORDINANCE NO. 2021-05

**AN ORDINANCE OF THE CITY OF NORTH SALT LAKE
AMENDING TITLE 8, CHAPTER 1 OF THE CITY CODE
RELATED TO ADOPTION OF REGULATIONS ASSOCIATED
WITH SECONDARY WATER SERVICE.**

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

WHEREAS, the City Council of North Salt Lake finds it necessary to update Title 8,
Chapter 1 of the City Code to require property owners to connect to the City’s secondary water
system under certain conditions;

WHEREAS, the City Council finds that it can more easily preserve the public health,
safety and general welfare by amending North Salt Lake City Code, Title 8, Chapter 1 so that it
may diversify its water sources and be more prepared for changes in future water availability.

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

Section 1. Code Amendment. Title 8, Chapter 1 of the City Code is hereby amended as
attached in Exhibit A.

Section 2. Effective Date. This Ordinance hereby adopted is effective October 5, 2021.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah this 5th day of
October, 2021.

CITY OF NORTH SALT LAKE

ATTEST:

By: _____
Leonard K. Arave, Mayor

Linda Horrocks, City Recorder

City Council Vote as Recorded:

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

EXHIBIT A

TITLE 8: PUBLIC UTILITIES

CHAPTER 1: WATER USE AND REGULATIONS

SECTION:

8-1-1: Administration

8-1-2: Applications

8-1-3: Fees, Rates And Charges

8-1-4: Prohibitions And Regulations

8-1-5: Scarcity Of Water

8-1-6: Waste Of Water; Outside Watering

8-1-7: Water Meters

8-1-8: Installations

8-1-9: Extensions Of Water Mains

8-1-10: Moving Or Replacement Of Water Lines

8-1-11: Discontinuance Of Service

8-1-12: Fire Hydrants

8-1-13: Access By City

8-1-14: Nonliability For Damages

8-1-15: Service Outside City

8-1-16: Secondary Water Availability/Connection Required

8-1-17: Use Of Culinary Water

8-1-18: Penalties For Violation

8-1-1: ADMINISTRATION:

A. Department Created: The water department of the city is hereby created. It shall administer the operation and maintenance of the water system of the city. (1989 Code § 14-110)

B. Public Works Director: The public works director shall be the administrator of the water department, with a designated worker responsible for its function. (1989 Code § 14-111; amd. 2012 Code)

C. Duties Of Designated Worker: The designated worker of the water system shall supervise the city water system pursuant to the provisions of this chapter and pursuant to resolutions, rules and regulations adopted by the governing body from time to time prescribing his powers and duties and directing the manner and frequency with which he shall make reports to the administrator relating to the water system. All of the functions and activities of the designated worker shall be carried on under the direction of the administrator. (1989 Code § 14-112; amd. 2012 Code)

8-1-2: APPLICATIONS:

A. Water Connection: Any person, other than a subdivider or developer seeking multiple connections, who desires or is required to secure a new connection to the city water system, shall file with the water department for each such connection a written and signed connection application. (1989 Code § 14-113)

B. Water Service: Any person who desires or is required to secure water service when such service is available from the city water system, shall file with the water department a written application and agreement for the service. (1989 Code § 14-115; amd. 2012 Code)

8-1-3: FEES, RATES AND CHARGES:

A. Rates And Connection Fees: The rates, penalty fee for delinquency in payment, connection fee, reservoir fee, inspection fee and other charges incidental to connection and services from the city water system shall be in such amounts as specified in the comprehensive fee schedule resolution. The governing body may from time to time promulgate rules for levying, billing, guaranteeing and collecting charges for water services and all other rules necessary for the management and control of the water system. Rates for services furnished shall be uniform with respect to each class or classes of service established or that may hereafter be established. (1989 Code § 14-117; amd. 2012 Code)

B. Delinquency; Discontinuance of Service

1. The City shall provide a statement containing the utility service charges assessed to each customer once a month. The statement may be sent electronically, or by mail.
2. The statement shall specify the amount charged for utility service, the available methods of payment, and the date payment is due.
3. Utility bills shall be delivered by the 20th of each month for services provided during the previous month. Payment of the bill is due by the last day of the same month as the bill is delivered.
4. Delinquent Notification Procedure:
 - a. If bills are not paid by the 15th of the following month:

Notice of "Past Due" amount will appear on the customer's next utility bill.
 - b. If the past due amount remains unpaid 30 days after the original due date:

Within 10 days an automated voice message call will be sent to the telephone number the customer has provided as their primary contact.
 - c. If the past due amount remains unpaid 60 days after the original due date:

Within 10 days the City will attempt a direct call (not automated) to the telephone number the customer has provided as their primary contact.

d. If the bill is not paid within 24 hours of the direct call:

The City will disconnect the delinquent customer from water services.

e. (Shut-offs will be done between the 5th - 12th of each month and not sooner than a delinquency of at least 65 days or when 3 monthly payment due dates have passed without payment.

f. After water service is disconnected, the City will only reconnect the delinquent customer when the total charges are paid in full or other arrangements are made only with approval of the Finance Director or City Manager.

g. Furthermore, in addition to such payments and penalties, a delinquent customer may be required to make and file a new application and deposit.

5. The City is hereby authorized and empowered to enforce the payment of all delinquent water charges by an action at law in the name of the City.

8-1-4: PROHIBITIONS AND REGULATIONS:

A. Use Without Payment: It shall be unlawful for any person, by himself, family, servants or agents, to utilize the city water or sewer system without paying therefor, as herein provided, or, without authority, to open any fire hydrant, stopcock, valve or other fixtures attached to the system of water supply unless it is done pursuant to proper application, agreement or resolution. It shall be unlawful to injure, deface or impair any part or appurtenance of the water or sewer system, or to cast anything into any reservoir or tank belonging to the water system. (1989 Code § 14-120)

B. Turning On Water After Being Turned Off: It shall be unlawful for any person, after the water has been turned off from the premises for nonpayment of water charges or other violation of the ordinances, rules, regulations or resolutions pertaining to the water supply, to turn on or allow the water to be turned on or used without authority from the designated worker or city recorder. (1989 Code § 14-122; amd. 2012 Code)

C. Separate Connections: It shall be unlawful for two (2) or more families or service users to be supplied from the same service pipe, connection or water meter, unless special permission for such combination usage has been granted by the governing body and the premises served is owned by the same owner. In all such cases, a failure on the part of any one of the users to comply with this subsection shall warrant a withholding of a supply of water through the service connections until compliance or payment has been made, and in any event, the property owner shall be primarily liable to the city for all water services utilized on all such premises. Nothing herein shall be deemed to preclude the power of the city to require separate pipes, connections or meters at a subsequent time. (1989 Code § 14-123)

D. Unauthorized Users: It shall be unlawful for any water service user to permit any person from other premises or any unauthorized person to use or obtain water services regularly from his premises or water facility, either outside or inside his premises. (1989 Code § 14-124)

E. Period For Visitors: Individuals visiting the premises of any authorized user in a recreational vehicle, not including a mobile home, and continuing to live therein during the

period of visitation, may receive water service from service pipes or facilities of the host during the visitation period, which shall not exceed one month. Continued use thereafter shall be deemed unauthorized and violative of the provisions of this chapter relating to separate connections and unauthorized use. (1989 Code § 14-125)

F. Pipes Kept In Good Repair: All users of water services shall keep their service pipes and connections and other apparatus in good repair and protected from frost at their own expense. No person, except under the direction of the designated worker, shall be allowed to dig into the street for the purpose of laying, removing or repairing any service pipe. (1989 Code § 14-126; amd. 2012 Code)

G. Quality Of Service Pipe:

1. All service and other pipe used in conjunction with the water services of the city shall be of such material, quality and specifications as the governing body may from time to time by resolution provide, and shall be installed at such distances belowground as may be specified by regulations relating to the water department. All work, alterations or extensions affecting water pipes shall be subject to the acceptance of the designated worker, and no connections with any water mains shall be made without first obtaining a permit therefor from the city recorder.

2. No consumer shall be permitted to conduct water pipes across lots or buildings to adjoining premises without permission from the designated worker and subject to such requirements relating to controls as may be imposed by him. (1989 Code § 14-127; amd. 2012 Code)

H. Faulty Equipment: It shall be unlawful for any water user to:

1. Waste water;

2. Allow water to be wasted by stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow;

3. Run water wastefully from hydrants, faucets or stops, or through basins, water closets, urinals, sinks or other apparatus; or

4. Use water for purposes other than for those which he has applied, or to use water in the violation of the rules and regulations for controlling the water supply. (1989 Code § 14-128; amd. 2012 Code)

I. Sprinkling Vehicles: Vehicles for sprinkling shall be regulated and controlled by the water department, through the designated worker. (1989 Code § 14-129; amd. 2012 Code)

J. Water Not Supplied For Motors, Syphons, Etc.: No water shall be supplied from the pipes of the city water system for the purpose of driving motor, syphon turbine, or other wheels, or any hydraulic engines, or elevators, or for driving or propelling machinery of any kind whatsoever, nor shall any license be granted or issued for any such purpose, except by special permission of the governing body. (1989 Code § 14-132)

K. Building And Plumbing Code Requirements: Permission to connect with the city water system shall not be given unless the plumbing in the house or building to be connected meets the provisions of the international codes adopted by the city. (1989 Code § 14-140; amd. 2012 Code)

8-1-5: SCARCITY OF WATER:

In time of scarcity of water, whenever it shall in the judgment of the mayor and the governing body be necessary, the mayor shall by proclamation limit the use of water to such extent as may be necessary. It shall be unlawful for any person, his family, servants or agents, to violate any proclamation made by the mayor pursuant to this section. (1989 Code § 14-134)

8-1-6: WASTE OF WATER; OUTSIDE WATERING:

A. Prohibited: Users of water from the city water system shall not permit water to continue to run wastefully and without due efforts to conserve water. If, in the judgment of the designated worker, or of any of the officers of the city, a user of municipal water engages in practices which result in the needless waste of water and continues so to do after reasonable notice to discontinue wastefulness has been given, the designated worker or any officer may refer the matter to the governing body.

B. Termination; Hearing: The governing body may thereupon consider terminating the right of the individual to use culinary water. If it elects to consider the matter of termination, it shall give notice to the water user of the intention to terminate his water connection at least five (5) days prior to the meeting of the governing body at which termination of water service is to be considered. The notice shall inform the water user of the time and place of the meeting and of the charges which designated to the consideration of the termination. (1989 Code § 14-135; amd. 2012 Code)

C. Appearance; Representation: A water user whose right to utilize city water is being reviewed shall have opportunity to appear, with or without counsel, and present his reasons why his water service should not be discontinued.

D. Determination: After due hearing, the governing body may arrive at a determination. If the determination is to discontinue the wasteful water user's service connection, it shall notify him of the decision and of the period during which the service will remain discontinued. (1989 Code § 14-135)

E. Prohibited Hours And Dates: Watering outside with city water is prohibited between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. Use of sprinkling systems from October 15 through April 15 is prohibited.

F. Exceptions: The public works director, in his reasonable discretion, is authorized to permit water use in contravention of these provisions. A written application stating the reasons for a requested exception shall be submitted to the public works director. A record shall be kept of any such exceptions granted and any permission granted by the public works director shall be issued in writing. (Ord. 01-04, 4-17-2001)

G. Violations; Warning, User Fee; Penalty For Violation: Anyone using water in violation of these provisions shall, upon first violation per year, be warned in writing by the public works director or his designee against further illegal use, and upon second violation shall be assessed a water user fee in such amount as specified in the comprehensive fee schedule resolution. Such fee shall become part of the water bill of that person or of the property whereon such use occurred. (Ord. 01-04, 4-17-2001; amd. 2012 Code)

H. Right Of Appeal: There shall be a right of appeal of any such assessment to the city council, which appeal must be made in writing within thirty (30) days of the assessment. (Ord. 01-04, 4-17-2001)

I. Penalty: Anyone using water in violation of these provisions shall be guilty of an infraction and subject to penalty as provided in section [1-4-1](#) of this code. (Ord. 01-04, 4-17-2001; amd. 2012 Code)

8-1-7: WATER METERS:

A. Number Determined: Except as otherwise expressly permitted by this section, all structures, dwelling units, establishments and persons using water from the city water system must have such number of water meters connected to their water system as are necessary in the judgment of the designated worker to adequately measure use and determine water charges to the respective users.

B. Furnished By City: Meters will be furnished by the city upon application for a connection, and upon payment of such connection fees and other costs as may be established by the governing body from time to time by resolution.

C. Property Of City: Meters shall be deemed to be and remain the property of the city.

D. Disputes As To Number Required: Whenever a dispute between the designated worker and the property owner arises as to the appropriate number of meters to be installed on any premises, the matter shall be heard and determined by the governing body after due notice in writing to the parties involved.

E. Readings: The designated worker shall cause meter readings to be taken regularly and shall advise the city recorder thereof for the purpose of recording the necessary billings for water service.

F. Inspections, Tampering, Adjustments: Meters may be checked, inspected or adjusted at the discretion of the city, and they shall not be adjusted or tampered with by the customer. Meter boxes shall not be opened for the purpose of turning on or off the water except by an authorized representative of the city, unless special permission is given by the city through its representatives to the customer to do so.

G. Testing: If a customer submits a written request to the designated worker to test his water meter, the city may, if under the circumstances it deems it advisable and in its discretion, order a test of the meter measuring the water delivered to such customer. If such request is made within twelve (12) months after the date of the last previous test, the customer may be required to pay the cost of such test. If the meter is found in such test to record from ninety seven percent (97%) to one hundred three percent (103%) of accuracy under methods of testing satisfactory to the governing body, the meter shall be deemed to accurately measure the use of water.

H. Meter Failure: If the municipality's meters fail to register at any time, the water delivered during the period of failure shall be estimated on the basis of previous consumption during a period which is not questioned. In the event a meter is found to be recording less than ninety seven percent (97%) or more than one hundred three percent (103%) of accuracy, the city shall make such adjustments in the customer's previous bills as are just and fair under the circumstances.

I. Liability For Damages: Any damage or injury to the lines, meters or other materials of the city on or near the customer's premises caused by any act or neglect of the customer shall, in the discretion of the city, be repaired by and at the expense of the customer, and the customer shall pay all costs and expenses, including a reasonable attorney fee, which may arise or accrue to the city through its efforts to repair the damage to the lines, meters or to other equipment of the department or collect such costs from the customer. (1989 Code § 14-136; amd. 2012 Code)

8-1-8: INSTALLATIONS:

A. Permit For Installation: It shall be unlawful for any person to lay, repair, alter or connect any water line to the city culinary water system without first having received a construction permit from the office of the city recorder or from the designated worker. A state contractor's license for this specific purpose is required. (1989 Code § 14-137; amd. 2012 Code)

B. Application For Installation Permit:

1. Applications for permits to make water connections or other alteration or for laying or repairing lines connected directly or indirectly to the city water system must be made in writing by a licensed plumber, his authorized agent, or by the owner of the premises, who shall describe the nature or the work to be done for which the application is made. The application shall be granted if the designated worker determines that:

a. The connection, repair, alteration or installation will cause no damage to the street in which the water main is laid, or that it will not be prejudicial to the interests of persons whose property has been or may thereafter be connected to the water main.

b. The connection conforms to the ordinances, regulations, specifications and standards of materials required by the city.

All connections, alterations or installations shall be to the line and grade designated by the designated worker.

2. Fees for permits or for inspection services shall be in such amounts as specified in the comprehensive fee schedule resolution. (1989 Code § 14-138; amd. 2012 Code)

C. Regulations And Requirements:

1. Water lines shall be of design and materials as approved by the city engineer, and shall meet AWWA standards.

2. All water lines shall be eight inches (8") minimum size, unless otherwise specified by the city engineer.

3. At the developer's cost, a set of mylar construction drawings (1 inch equals 20 feet, or as approved by the city engineer) will be created for each water line project and submitted to the city as part of the approval process.

4. The developer shall select an independent contractor, by competitive bid or otherwise, subject to the following limitations:

a. References and credentials for the contractor to be considered shall be submitted to the city at least thirty (30) days prior to awarding the contract for each project;

b. A minimum of three (3) references from similar water line projects will be required for each contractor to be considered in the bid process; and

c. The city shall approve or disapprove the contractor, depending upon the city's criteria, which includes, but is not limited to, financial strength, past performance, integrity, reliability and other factors that the city uses to assess the ability of the successful bidder to fully perform the contract requirements.

5. Fire hydrant and PRV (pressure reducing valve) locations and elevations are to be verified and certified by the developer's licensed surveyor prior to installation of curb and gutter and after approval of the city engineer. (Ord. 04-2, 4-20-2004)

6. Written inspection forms shall be made available from the city for review by the developer and contractor. The inspection forms shall be completed and signed by city personnel or the city's authorized agent prior to any payment made by the developer for work on the project. No money shall be paid to the successful bidder by the developer without prior approval of the city engineer, public works director or designee. (Ord. 04-2, 4-20-2004; amd. 2012 Code)

7. The developer shall in no way change or alter construction drawings or make on site decisions affecting the scope or specifics of any contract for water lines without consultation and approval by the city engineer, public works director or designee. (Ord. 04-2, 4-20-2004)

8-1-9: EXTENSIONS OF WATER MAINS:

A. Application: Any person, including any subdivider, who is required to have the water mains extended within the city, and is required to advance the whole expense of such extension and receive the return of an agreed portion thereof, as hereinafter provided, may make application to the governing body by petition. The petition shall contain a description of such proposed extension, accompanied by a map showing the location of the proposed extension, together with an offer to advance the whole expense thereof, which cost shall be verified by the city engineer. The governing body may grant or deny the petition as in its discretion deems best for the welfare of existing water users in the city. The city maintains the option of charging a front foot cost of improvements, and contracting work out by competitive bid. (1989 Code § 14-143)

B. Cost Of Extensions Determined: Upon the receipt of such petition and map and before the petition is granted, the governing body shall obtain a certified statement from the city engineer showing the whole cost of expense of making such extension. (1989 Code § 14-144)

C. Amount Of Cost Deposited With ~~City Recorder~~The City: If the governing body grants the petition, the amount of the cost of making the extension, as certified by the city engineer, shall be deposited with the city ~~recorder~~ before any work shall be done on such extension. The deposit shall be made within thirty (30) days, or such other time as the governing body shall indicate, after the granting thereof. (1989 Code § 14-145; amd. 2012 Code)

D. Return Of Any Money; Forfeiture:

1. At the time the governing body decides whether or not to grant the petition for an extension, it shall also decide whether or not any portion of the costs is to be refunded and the manner and circumstances under which such refund shall be made or credited to the applicant, his successors or representatives. Such determination shall be duly recorded in writing and a copy thereof furnished to the applicant.

2. In the event any deposit remains unclaimed for a period of ~~five~~three (53) years after the depositor has discontinued water service, the deposit may be ~~forfeited and then transferred to the water utility fund.~~ reported to State of Utah as unclaimed property.

E. Ownership Of Extension: Any extension shall be deemed the property of the city. (1989 Code § 14-147)

8-1-10: MOVING OR REPLACEMENT OF WATER LINES:

In the event that the city, in its sole discretion, determines that any water line of the city must be moved or replaced, the city shall bear that portion of the cost of the move or replacement which applies to main lines up to the property line of the customer. The cost of reconnecting such new line or lines from the house of the customer to his property line shall be borne by the customer. (1989 Code § 14-139)

8-1-11: DISCONTINUANCE OF SERVICE:

Any customer desiring to discontinue service shall notify the city in writing of such fact at least ten (10) days before the date when such service shall be discontinued. On giving the written notice, the customer shall not be responsible for water bills incurred after the date specified in the notice. Any credit balance in favor of the customer as a result of an advance payment of bills or a deposit will be refunded upon discontinuance of service. (1989 Code § 14-141)

8-1-12: FIRE HYDRANTS:

Water for fire hydrants will be furnished free of charge by the city. Installation and repairs on hydrants shall be at the expense of the city and shall be made under the direction of the city. All customers shall grant the city, upon demand, a right of way or easement to install and maintain such hydrants on their premises if the city concludes that hydrants shall be so installed for the protection of the residents of the city. (1989 Code § 14-142)

8-1-13: ACCESS BY CITY:

The designated worker and his agents shall, at all ordinary and reasonable hours, have free access to any place supplied with water services from the city system for the purpose of examining the apparatus and ascertaining the amount of water service being used and the manner of its use. (1989 Code § 14-130; amd. 2012 Code)

8-1-14: NONLIABILITY FOR DAMAGES:

The city shall not be liable for any damage to a water service user by reason of stoppage or interruption of the water supply service caused by fires, scarcity of water, accidents to the water system or its mains, or which occurs as the result of maintenance and extension operations, or from any other unavoidable cause. This section shall not be construed to extend the liability of the city beyond that provided in the state governmental immunity act. (1989 Code § 14-131)

8-1-15: SERVICE OUTSIDE CITY:

A. Petition For Service: Any person located outside the city limits who desires to be supplied with water service from the city water system and is willing to pay in advance the whole expense of extending the water main beyond its present location, may make application to the governing body by petition containing:

1. A description of the proposed extension; and
2. A map showing the location thereof; and
3. An offer to pay the whole expense incurred by the city in providing such extension and to advance such expenses as shall be verified to by the designated worker. The governing body and the person or persons seeking such extension may enter into an agreement providing in detail the terms under which the extension may be utilized by others in the future and the terms under which all or any portion of the cost of installing such extension may be refunded. No such refund agreement will be for a period of more than ten (10) years, nor will interest charges accrue; and
4. An acknowledgment that the city, in granting the petition, need supply only such water to the petitioner which from time to time the governing body deems beyond the requirements of water users within the city limits, and that such extension shall be the property of and subject to the control of the city. (1989 Code § 14-151; amd. 2012 Code)

B. Extensions May Be Master Metered: When an extension supplying more than one house or user outside the city limits is connected to city water mains, the designated worker may require a master meter to be installed near the point where the connection is to be made to the city main. This installation will be at the expense of the persons served by such extension

according to the regular rates for meter installation. Responsible parties must agree to pay all bills for water served through the meter at the applicable water rates. (1989 Code § 14-153; amd. 2012 Code)

C. Cost Of Extensions Determined: Upon receipt of such petition and map and before the petition is granted, the governing body shall determine what portion, if any, of the extension of the city water mains to the city limits the city shall construct, and shall obtain from the designated worker a verified statement showing the whole cost and expense of making the extension. Such costs and expenses shall include administrative and supervisory expenditures of the city water department, which shall in no event be deemed to be less than ten percent (10%) of the cost of materials and labor. The city maintains the option of charging a front foot cost of the improvements, and contracting work out by competitive bid. (1989 Code § 14-154; amd. 2012 Code)

8-1-16: SECONDARY WATER AVAILABILITY/CONNECTION REQUIRED:

- A. The record owners, or their duly authorized agents, of all residential sites and all commercial sites located within the City of North Salt Lake that require outside watering of lawns or plants whose properties lie within three hundred (300) feet of a secondary water system main line shall connect their properties to the system and pay the applicable fees and charges.
- B. When a City-owned secondary water system is constructed within an existing neighborhood, all property owners shall connect their property to the secondary water system within 60 days of receiving notice from the City. In the event the deadline is after October 15, the deadline shall be extended to April 1 of the following year. Prior to connection the property owners or designee shall obtain an Excavation/Encroachment Permit from the City
- C. Vacant property shall **not** be required to be connect to the secondary water system **until such property is developed. At the time of development, connection to the secondary water system shall be made** prior to issuance of a certificate of occupancy. Application for temporary occupancy may be approved by the City and must include suitable guarantee to provide adequate assurance of connection, including all applicable fees and costs.
- D. It shall be unlawful for the owner or occupant of any property served by the secondary water system, or any user thereof, to permit any person from other premises, or any unauthorized persons, to use or obtain water regularly from the premises or secondary water fixtures.

8-1-17 USE OF CULINARY WATER:

It shall be unlawful for any person or entity to use **culinary** water for outside watering of lawns or plants if the property is connected to **a secondary water system that uses non-culinary water as a water source** or the owner is required to connect to **a secondary water system that uses non-culinary water as a water source** pursuant to this Title and has not done so.

8-1-18: PENALTIES FOR VIOLATION:

A. Any person who violates any provision of this Chapter or who fails to comply with a lawful order of the City of North Salt Lake may be subject to the assessment of civil penalties for each violation in accordance with Title 12, Administrative Code Enforcement Hearing Program.

B. In addition to any civil penalties that may be imposed, the City may pursue criminal penalties (class C misdemeanor) in accordance with State Law.



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: 9/30/2021

SUBJECT: Consideration of Resolution 2021-40R: A Resolution Approving GPS Purchase/Lease FY 23 Agreement (2021-28A) with Vantage Systems

Recommendation

Staff recommends the lease amount of \$2,688 per month on a 60-month lease for 84 GPS Units. (The Lease agreement has been adjusted per the Council's Request it exclude 9.3 – Arbitration and include the opportunity to change over to their newest technology if and when that does occur)

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 benefits include, cart tracking, geo-location segmentation and monitoring, pace of play tracking, tournament information, corporate tournament sponsorships etc.

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. 2021-40R the "Eaglewood Golf Course Cart GPS" lease to authorize the implementation of the Vantage GPS systems in the amount of \$2,688 per month over 60 months.

Attachments:

1. Resolution No. 2021-40R
2. Vantage Systems GPS Agreement No. 2021-28A

RESOLUTION NO. 2021-40R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NORTH SALT LAKE APPROVING A LEASE-SERVICE
AGREEMENT (2021-28A) WITH VANTAGE TAG SYSTEMS FOR
GPS EQUIPMENT AND SERVICE FOR EAGLEWOOD 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, 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 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 _____

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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*			
	Quantity	Hardware	Service
VANTAGE TAG 12" INFINITY SCM SYSTEM	84	\$32.00	INCL
			Monthly Payment
			\$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. VTS offers the opportunity to upgrade the system at any time during the term of this agreement. Lease price will be revised, and new terms offered should course upgrade during the initial term. VTS will provide discounted extension and upgrade options approximately 3 months prior to lease maturity.			
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.

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

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.

LEASE -SERVICE 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 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.

LEASE -SERVICE AGREEMENT

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.

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 _____

LEASE -SERVICE AGREEMENT

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.

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

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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: October 5, 2021

SUBJECT: Consideration of Resolution No. 2021-39R: A Resolution Approving an Interlocal Cooperation Agreement Between Davis County Cities and Davis County for UPDES General Permit.

RECOMMENDATION

I recommend approval of Resolution No. 2021-39R: A Resolution Approving an Interlocal Cooperation Agreement Between Davis County Cities and Davis County for UPDES General Permit.

BACKGROUND

North Salt Lake, together with all other fourteen cities in Davis County, operates a stormwater system that is permitted under the Utah Pollutant Discharge Elimination System (UPDES). Davis County also has a UPDES permit for its stormwater discharge. The attached agreement, or one like it, has been in place for many years and is reflective of how the County and the cities interact as one large urban area with respect to storm drainage.

All holders of permits are required to maintain minimum standards and to implement stormwater activities (shared facilities, training, construction, etc.) under the guidelines of the State and Federal departments of environmental quality. This agreement creates a "Coalition" representing each party to the Agreement and provides a structure and a mutual obligation to coordinate stormwater activities. This Agreement is representative of the type of cooperation that should and does exist between local governments within Davis County.

PROPOSED MOTION

I move that the City Council approve Resolution No. 2021-39R: A Resolution Approving an Interlocal Cooperation Agreement Between Davis County Cities and Davis County for UPDES General Permit.

RESOLUTION NO. 2021-39R

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY
OF NORTH SALT LAKE APPROVING AN INTERLOCAL
COOPERATION AGREEMENT (2021-33A)
BETWEEN DAVIS COUNTY CITIES AND DAVIS COUNTY
FOR UPDES GENERAL PERMIT**

WHEREAS, the City of North Salt Lake is the holder of a permit for the elimination of storm water called a Utah Pollutant Discharge Elimination System (UPDES) permit; and,

WHEREAS, Davis County and all other fourteen cities within Davis County also hold UPDES permits and have a desire to continue to coordinate and cooperate in all required activities for holders of UPDES permits; and,

WHEREAS, the City Council has determined that it is in the best interest of the public health, safety and general welfare to participate in the proposed Interlocal Cooperation Agreement Between Davis County Cities and Davis County for UPDES General Permit.

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

Section 1. Agreement Approval. The attached agreement Interlocal Cooperation Agreement Between Davis County Cities and Davis County for UPDES General Permit attached hereto as Exhibit A is hereby approved.

Section 2. Effective Date. This resolution hereby adopted is effective October 5, 2021.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah this 5th day of October, 2021.

BY THE CITY COUNCIL:

Attest:

Leonard K. Arave, Mayor

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	_____

**2021 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT**

THIS AGREEMENT (Agreement) is entered into this ____ day of _____, 2021, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS(Parties).

WITNESSETH:

WHEREAS, the parties are “public agencies” and are authorized by the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its “Final Rule” setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.

2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.

3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit

4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
 - i. Residents
 - ii. Institutions, industrial and commercial facilities
 - iii. Developers and contractors (construction)
 - iv. Municipal Separate Storm Sewer System (MS4) owned or operated facilities
- b. Use the Coalition as a county-wide committee to:
 - i. Train personnel
 - ii. Create partnerships
 - iii. Obtain input and feedback from special interest groups
- c. Annually contribute updated storm drain system information for county-wide mapping purposes
- d. Jointly prepare and promote model ordinances, updates and standards that addresses:
 - i. Illicit discharges
 - ii. Construction site storm water runoff
 - iii. Long-term storm water management
- e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction BMPs
- f. Jointly participate to develop draft Standard Operating Procedures
- g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, May 11, 2026) and for an additional 120 days from the effective date of the renewal of the Permit by the Division.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties, and it cannot be altered except in a written amendment which is signed by the parties.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* §§ 63G-7101, *et seq.*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity

Act. Each party shall be responsible and shall defend the action of its own employees,

negligent or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third-Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

[Signature Pages to Follow]

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

DAVIS COUNTY

By: _____
Randy Elliott, Chair
Davis County Commission

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

Approved as to Form:

Office of Davis County Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF BOUNTIFUL

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date _____

CITY OF CENTERVILLE

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

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CITY OF CLEARFIELD

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF CLINTON

By: _____

Mayor

ATTEST:

City Recorder

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CITY OF FARMINGTON

By: _____

Mayor

ATTEST:

City Recorder

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CITY OF FRUIT HEIGHTS

By: _____

Mayor

ATTEST:

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CITY OF KAYSVILLE

By: _____

Mayor

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CITY OF LAYTON

By: _____

Mayor

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NSL 2021-33A

CITY OF NORTH SALT LAKE

By: _____

Mayor

ATTEST:

City Recorder

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City Attorney

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CITY OF SOUTH WEBER

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Mayor

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CITY OF SUNSET

By: _____

Mayor

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CITY OF SYRACUSE

By: _____

Mayor

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CITY OF WEST BOUNTIFUL

By: _____

Mayor

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CITY OF WEST POINT

By: _____

Mayor

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Date _____

CITY OF WOODS CROSS

By: _____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney



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: October 5, 2021

Subject: Overland Drive Sidewalk (1000 North to 1100 North) Project

RECOMMENDATION

Staff recommends awarding the Overland Drive Sidewalk (1000 North to 1100 North) Project to ACME Construction for the price of \$46,923.60.

BACKGROUND

This is a section of sidewalk on the west side of Overland Drive between the south end of the Colonial Woods mobile home park and 1100 North Street. Due to space restraints, the sidewalk will be 4 feet wide and abutting the curb and gutter for the north half of the property. For the south half of the project, the sidewalk will parallel the existing concrete wall.

The City was awarded a CDBG grant through Davis County. The total amount of the grant is \$66,624.00 with the County share of \$49,968.00 and the City share of \$15,656.00.

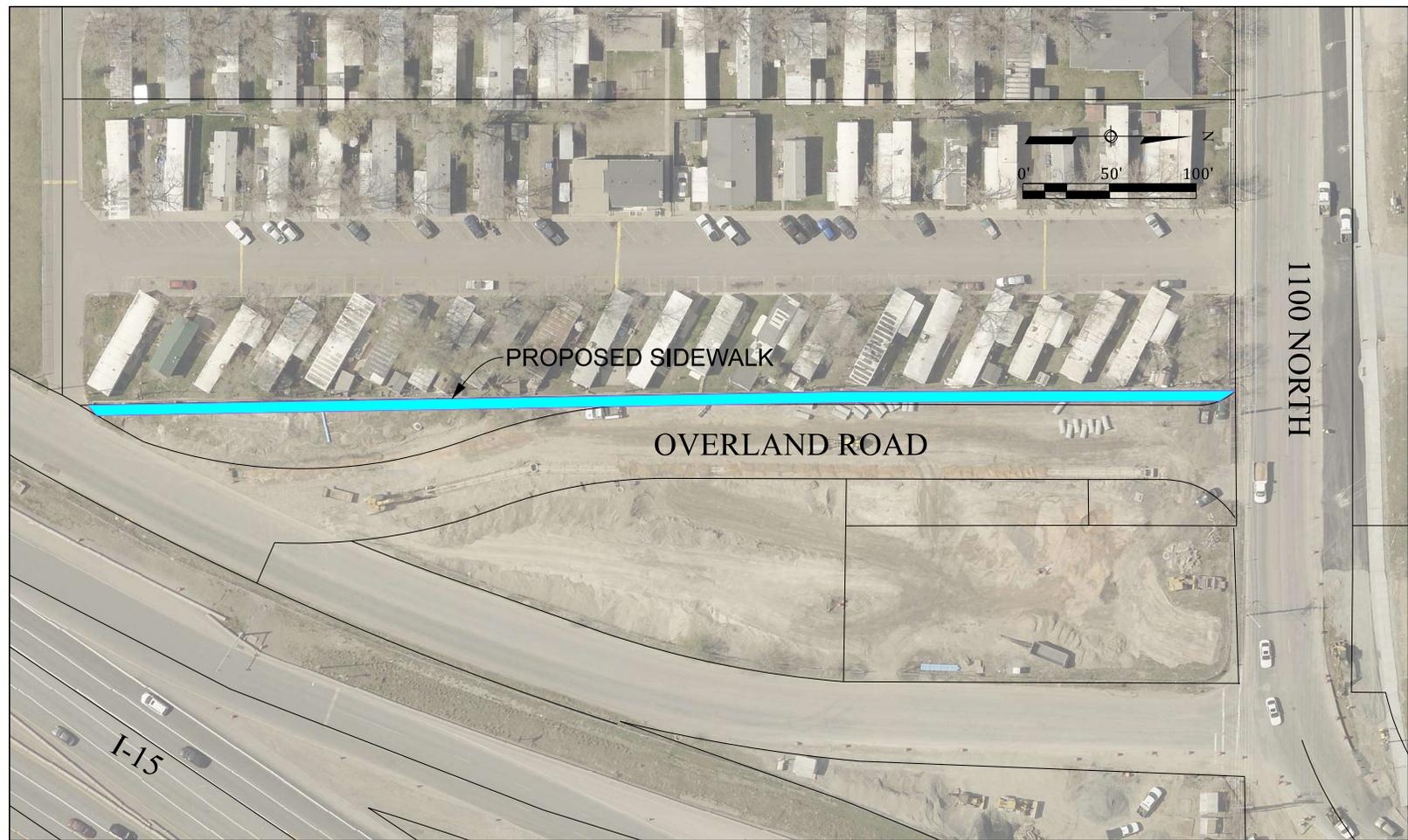
The City received four bids and they are shown below:

<u>Contractor</u>	<u>Price</u>
ACME Construction	\$46,923.60
Bowen Construction	\$61,975.00
Beck Construction & Excavation	\$76,250.00
ZPSCO Construction Inc.	\$77,305.00

No City monies have been set aside for this project, so a budget adjustment will have to be done in the future. However, if there are no change orders, the grant money will pay for the whole project and a budget adjustment will not be necessary.

POSSIBLE MOTION

I recommend City Council award the Overland Drive Sidewalk (1000 North to 1100 North) Project for the price of \$46,923.60.



PROPOSED SIDEWALK

OVERLAND ROAD

1100 NORTH

I-15

REVISION	DATE	BY	DESCRIPTION	DESIGN	DATE
				DMR	
				DRAWN	DMR
				CHECKED	DMR
				DATE	08/11/2020
				P.C. NO.	
				P.O. NO.	

SITE LOCATION

OVERLAND ROAD
SIDEWALK PROJECT



CITY OF NORTH SALT LAKE
10 East Center Street
North Salt Lake, UT 84064
LEW ARAYE Mayor
KEN LESTHAM City Manager

SHEET	1
OF	
PROJECT NO.	



