



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA FEBRUARY 1, 2022

Posted January 31, 2022

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **FEBRUARY 1, 2022** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 5:30 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 –5:30 p.m.

1. 2022 Legislative Session Discussion: Senator Todd Weiler and Representative Melissa Ballard
2. Approval of City Council Minutes of January 18, 2022
3. Action Items
4. Council Reports
5. Adjourn

REGULAR SESSION - 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Invocation and Pledge of Allegiance ~ Council Member Knowlton
3. Citizen Comment
4. Consideration of Mayor's Appointment of Irene Stone to the Planning Commission (Seat 3) for the Remaining Term of 3 Years, Expiring January 1, 2025.
5. Consideration of Mayor's Appointment of Ryan Holbrook to the Planning Commission (Seat 6) for the Remaining Term of 2 Years, Expiring January 1, 2024.
6. Consideration of Resolution No. 2022-08R: A Resolution Authorizing the Issuance and the Sale of Aggregate Water Revenue Refunding Bonds in a Principal Amount Not to Exceed \$2,100,000
7. Consideration of Bid Award for Renovation of Eaglewood Golf Course Clubhouse and Related Construction
8. Consideration of Resolution No. 2022-05R: A Resolution Amending the City's Comprehensive Fee Schedule for Services at the Eaglewood Golf Course
9. Consideration of Resolution No. 2022-06R: A Resolution Appointing Mayor Brian Horrocks to the South Davis Recreation District Administrative Control Board
10. Consideration of Resolution No. 2022-07R: A Resolution Amending the City's Athletic Field Use Policy, Facilities Use Agreement, Parks Rules and Regulations, and Comprehensive Fee Schedule for Park Bowery and Field Reservations

11. Consideration of Easements on City Property Adjacent to Eaglewood Drive Requested by Rocky Mountain Power
12. City Attorney Report
13. Mayor’s Report
14. City Manager Report
15. Adjourn

CLOSED SESSION

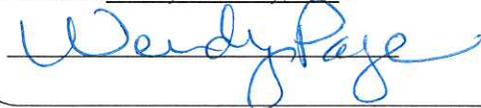
1. Possible closed session for the purpose of discussing pending or reasonably imminent litigation; to discuss the character professional competence, or physical or mental health of an individual; to discuss collective bargaining; or to discuss the purchase, exchange, sale, or lease of real property.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

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

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 31st day of January, 2022.

Dated this 31st day of January, 2022.





1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 JANUARY 18, 2022

4
5 **DRAFT**
6

7 This meeting was held electronically via Zoom. The host site was located at 10 East Center
8 Street in North Salt Lake.

9
10 Mayor Horrocks welcomed those present at 6:00 p.m.

11
12 PRESENT: Mayor Brian Horrocks
13 Council Member Lisa Watts Baskin
14 Council Member Natalie Gordon
15 Council Member Ted Knowlton
16 Council Member Stan Porter
17 Council Member Alisa Van Langeveld
18

19 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,
20 Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Jayme
21 Blakesley, City Attorney; Tyler Abegglen, Golf Course General Manager; Sherrie Pace,
22 Community Development Director; Wendy Page, City Recorder; Andrea Bradford, Minutes
23 Secretary.
24

25 OTHERS PRESENT: Dee Lalliss, resident; Nicole Nelson, Child Richards CPA
26

27 1. DEPARTMENT UPDATE-PRESENTATION BY CITY AUDITORS FOR FY2021
28 AUDIT REPORT
29

30 Janice Larsen introduced Nicole Nelson who would report on the audit results.
31

32 Nicole Nelson thanked Janice Larsen and Ken Leetham for their assistance in preparing the
33 audit. She explained that this audit was particularly difficult due to the CARES Act funds.
34 She reported on the audit of the financial statements and also as part of the Federal Single Audit
35 of CARES Act funds she was reporting on areas requiring Communication with those
36 responsible for Governance, which was not part of the official audit report and was just for the
37 City Council. This letter stated that the financial statements had been audited and a review of
38 significant audit matters including that management was responsible for all the accounting
39 policies, and that there was no change in accounting policies this year. Ms. Nelson said that there
40 were some accounting estimates in the financial statements, which were determined to be
41 reasonable that included estimated useful life of assets and contributed capital. She said there
42 were no problems with the audit but there were several issues to be addressed including policies
43 for federal awards (such as CARES or ARPA funds) that could be remedied with a written policy

44 for federal awards. The second finding was related to FEMA funds received by the City and
45 controls over sub-recipient monitoring. Ms. Nelson clarified that both issues could be resolved
46 with a written policy and monitoring throughout the year.

47
48 Nicole Nelson reported on the audit report and said that an audit included obtaining evidence
49 based on the accounts and financial statements. The opinion was that the financial statements
50 were presented fairly in all aspects. She said this was an unmodified and clean opinion, which
51 was the highest opinion available. Ms. Nelson shared the basic financials of the City including
52 the assets and liabilities as well as the net position. She mentioned several highlights and said the
53 City increased the cash reserves by \$5.6 million in the General Fund and \$2.9 million in
54 restricted funds. Total overall assets were \$131 million, which was an increase of \$10 million
55 from last year and liabilities decreased \$1.4 million due to payments of debt. The net position
56 was an increase of \$10.1 million from last year.

57
58 Council Member Knowlton asked about the impact fee difference and the cause for the
59 significant increase above what was anticipated last year. Ken Leetham replied that there was
60 significant growth during the fiscal year including the Ridge Subdivision.

61
62 Janice Larsen clarified that the reserve or the restricted cash included unspent road and park
63 impact fee money and was a cumulative effect of several years of spending less on capital
64 projects than the amount collected. The restricted cash amount was not only caused by growth
65 during the fiscal year 2021.

66
67 Nicole Nelson reviewed the balance sheet, which was separated out by fund. Overall cash had
68 increased by \$4 million, capital projects had increased \$2 million, and road development
69 increased \$2 million. The non-major funds included housing and the RDA fund increased by
70 \$500,000 and restricted cash had increased \$500,000. Liabilities or accounts payable were
71 \$500,000 with a portion due on construction projects. She said the leftover funds to be spent
72 included \$1.3 million in Parks, \$2.6 in Roads, and \$221,000 in the non-major funds. Road
73 development assigned funds were increased \$1.7 million, construction projects increased \$1.4
74 million, and unassigned funds were increased \$400,000.

75
76 Council Member Watts Baskin mentioned the unassigned funds of \$3.143 million and if there
77 was a cap or threshold on the amount that could be held unassigned. Nicole Nelson replied that it
78 was 35% of the budgeted revenues for the fiscal year. She said the City's amount was 25 or 26
79 percent in the General Fund.

80
81 Mayor Horrocks asked if the City was holding too much in impact fees. Nicole Nelson replied
82 that the impact fees were restricted and separated out from the 35%. She said impact fees had to
83 be spent within six years or assigned per a written plan.

84

85 Ms. Nelson reported on revenues and expenditures starting with the General Fund. Revenues
86 were up including a \$780,000 increase in sales tax from 2020. She reviewed court revenues and
87 said fines and forfeitures had decreased \$700,000, which was due to the court being closed.
88 Interest rates had also decreased \$31,000 from the prior year.

89
90 Council Member Watts Baskin commented that there was a bill at the Legislature about tracking
91 justice court fines, as excessive fines would go to the State's General Fund.

92
93 Nicole Nelson said there was a stipulation in the ARPA funds related to a loss per projected
94 revenues and how these funds could be used to offset lost revenues. She then reported on general
95 government spending which was up \$500,000 due to CARES Act expenditures, public safety
96 was up \$200,000 and public works was down \$400,000. The decrease in public works was due to
97 more revenue coming in than expenditures as projects were delayed. Community development
98 was similar to last year and parks were up \$100,000. Ms. Nelson explained that due to the ARPA
99 funds and sales tax increase there was an increased transfer out of funds at \$2.2 million higher
100 than last year. Interest income decreased \$100,000 from last year and the biggest change in
101 expenditures was \$1.5 million in roads. The net change in fund balance or net income in each
102 fund showed a \$6 million increase.

103
104 Nicole Nelson reviewed proprietary funds and said the revenues and expenditures should be
105 equivalent. The cash increase was not as drastic as those in the governmental funds and showed
106 an increase in the water fund of \$300,000, an increase of \$75,000 in irrigation, an increase of
107 \$140,000 in storm water, an increase of \$7,000 in waste, and an increase of \$550,000 in the golf
108 fund. Restricted funds included \$1.8 million in impact fees and total net assets across all the
109 funds was \$46 million, with liabilities down \$640,000 in debt and GO bonds. She said revenues
110 had mostly remained the same except for the Golf Fund, which had \$2 million in revenue at an
111 increase of \$850,000 from last year. She said interest income was down \$140,000 from last year.

112
113 Ms. Nelson spoke on capital assets and the value at cost, which included cash, land, buildings,
114 the golf course, etc. She said several vehicles were sold and equipment purchased and the overall
115 net value was \$62 million. In the Enterprise Fund there was new and completed construction,
116 completed projects in the Water and Storm Departments for a total of \$34.7 million in asset
117 value for the Enterprise Fund. The long-term debt included the sales tax refunding bond with
118 \$906,000 in payments towards debt and \$450,000 as compensated absences for employees. Ms.
119 Nelson explained that \$650,000 was paid towards the Water Revenue Bond and the Capital
120 Lease equipment bond for the golf course. She said any significant events had to be reported
121 including the issuance of \$7.4 million debt for the golf course and Foxboro Wetlands Park.

122
123 Nicole Nelson reported on the audit report for internal controls and the review of the internal
124 procedures. She said the City did not have any issues and there was a clean report. Ms. Nelson
125 explained that they did not find any issues of non-compliance overall and it was a pleasure to
126 work with City staff on this audit.

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2. OVERVIEW OF THE CITY’S REDEVELOPMENT AGENCY PROJECT AREAS

Ken Leetham reported on the City’s redevelopment project areas and said there were four project areas including the Eaglewood Village CDA, the Redwood Road CDA, the Highway 89 CDA, and the Orbit Economic Development Area (EDA). He reviewed the Eaglewood Village CDA first that included 90 single-family homes, 410 units in Eaglewood Village, 446 apartments at Village Station, and 48,000 square feet of retail and office. The purpose of this CDA was to reimburse developer investments in infrastructure to improve a blighted area that included a gravel pit and landfill. The infrastructure improvements included large storm drain facilities, US89 improvements, and public utilities. This project was adopted in 2009 and encompassed 95 acres including the hillside with a trail to Wild Rose Park. Mr. Leetham explained how the CDA worked and said different taxing entities agreed to share a portion of their tax increment, or the increase in taxes above a measured base value versus the difference after improvements are completed. The City agreed to share 40% for 12 years, the school district shared 65% for 12 years, and the remaining entities agreed to 75% for 15 years. He said this CDA would expire in 2026 and generated \$460,000 annually, which was shared with the developer. The total developer payment could be \$12 million but the CDA was not generating as much as planned.

Mayor Horrocks commented that part of the reason this CDA underperformed was due to the recession resulting in changes to the project.

Ken Leetham reviewed the Redwood Road CDA, which was 770 acres and adopted in 2013. The purpose of this CDA was to encourage investment in better land uses and to upgrade and beautify the corridor. All taxing entities committed to 45% for 15 years and was triggered in 2015. The State allowed for a two year extension to 2031 due to COVID. This CDA generated nearly \$1 million each year. There were some obligations including subsidizing Lee’s Marketplace that had since been paid. He explained that the City also participated in land acquisition near Amazon to help with the entrance road at the cost of \$770,000. Mr. Leetham spoke on infrastructure to be built and the intent to also use some funds for the Foxboro Wetlands Park.

Council Member Knowlton asked about the use of the Redwood Road CDA funds for the Wetlands Park, which was outside the CDA area. Ken Leetham replied that the City may need to adopt a finding that the improvement to the Wetlands Park supported the goals and objectives of the creation of the CDA.

Council Member Van Langeveld commented that the Redwood Road CDA had additional funds and decisions to be made for the future while the Eaglewood Village CDA did not. Ken Leetham replied that was correct. He said the City should formalize those plans and how the funds should be utilized in the remaining years.

169 Ken Leetham reported that the Highway 89 CDA was 127 acres and adopted in 2015. The
170 purpose of this CDA was to encourage reinvestment in better land uses, upgrade and beautify the
171 corridor, and incentivize redevelopment in the Town Center. The growth in assess value in this
172 CDA was 156% and it generated \$454,357 annually with a developer obligation of \$2.35
173 million. All the taxing agencies committed to 40% for 15 years with an end date of 2036 with the
174 two-year extension. He said there were some decisions to be made on how much revenue would
175 be used for the Hatch Park redevelopment. Mr. Leetham said the Highway 89 and Redwood
176 Road CDAs were generating housing funds so the plans should include how those funds would
177 be used as well.

178

179 Council Member Knowlton asked if there was a summary on each project area that would
180 indicate progress and projections. Ken Leetham replied he had some estimates and projections
181 that could be shared with the City Council.

182

183 Council Member Knowlton commented that it looked like the Highway 89 CDA included
184 portions of unincorporated County area. He asked if the County was a partner. Ken Leetham
185 responded that the County was a partner in this CDA.

186

187 Mayor Horrocks spoke on the old Orchard Drive bowling alley and the redevelopment. He said
188 that the developer promised office space, which had not yet been built. He admonished the
189 Council not to allow the developer to build housing in place of the commercial development.
190 Ken Leetham said that staff had been approached about adding a residential piece to the office
191 space.

192

193 Ken Leetham reviewed the Orbit EDA, which was created at the request of Orbit to incentivize
194 them to keep manufacturing in Utah. The City incentivized them with 75% TIF revenues and the
195 State of Utah incentivized them with tax credits in the effort to offer economic development
196 incentives for job creation, equipment purchase, and expansion of manufacturing. The project
197 trigger year has expired and would need to be redone if Orbit wanted to move forward. He
198 approached Orbit within the last year and they seemed uninterested in proceeding.

199

200 Ken Leetham explained that a trigger year was the first year when tax increment revenue was
201 collected and started the clock towards the expiration date.

202

203 3. ADJOURN

204

205 Mayor Horrocks adjourned the meeting at 7:06 p.m. to begin the regular session.

206

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
JANUARY 18, 2022

DRAFT

This meeting was held electronically via Zoom. The host site was located at 10 East Center Street in North Salt Lake.

Mayor Horrocks called the meeting to order at 7:07 p.m. Council Member Natalie Gordon offered the invocation and led those present in the Pledge of Allegiance.

PRESENT: Mayor Brian Horrocks
Council Member Lisa Watts Baskin
Council Member Natalie Gordon
Council Member Ted Knowlton
Council Member Stan Porter
Council Member Alisa Van Langeveld

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

OTHERS PRESENT: Dee Lalliss, resident.

1. CITIZEN COMMENT

There were no citizen comments.

2. CONSIDERATION OF RESOLUTION 2022-03R: A RESOLUTION APPOINTING
MAYOR HORROCKS TO THE BOARD OF TRUSTEES OF THE SOUTH DAVIS
SEWER DISTRICT

Council Member Gordon moved to approve Resolution 2022-03R: a resolution appointing Mayor Horrocks to the Board of Trustees of the South Davis Sewer District. Council Member Van Langeveld seconded the motion. The motion was approved by Council Members Watts Baskin, Gordon, Knowlton, Porter and Van Langeveld.

247 3. CONSIDERATION OF RESOLUTION 2022-04R: A RESOLUTION APPOINTING
248 MAYOR HORROCKS TO THE ADMINISTRATIVE CONTROL BOARD OF THE
249 WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT
250

251 **Council Member Watts Baskin moved to adopt Resolution 2022-04R: a resolution**
252 **appointing Mayor Horrocks to the Administrative Control Board of the Wasatch**
253 **Integrated Waste Management District. Council Member Porter seconded the motion. The**
254 **motion was approved by Council Members Watts Baskin, Gordon, Knowlton, Porter and**
255 **Van Langeveld.**

256

257 Mayor Horrocks commented that he was still finalizing the appointments to the vacant board and
258 committee positions.

259

260 4. CONSIDERATION OF A MOTION TO APPROVE THE MAYOR'S
261 REAPPOINTMENT OF PLANNING COMMISSION MEMBERS: SEAT #1,
262 BRANDON TUCKER AND SEAT #2, WILLIAM WARD
263

264

264 Council Member Van Langeveld commented that Brandon and William were fantastic and she
265 was glad they would remain on the Commission. Sherrie Pace replied that they were both excited
266 to be reappointed and had done a terrific job thus far.

267

268 **Council Member Porter moved to approve the Mayor's reappointment of the Planning**
269 **Commission members Brandon Tucker and William Ward for the four-year term. Council**
270 **Member Knowlton seconded the motion.**

271

272 Council Member Knowlton commented that Brandon and William were terrific.

273

274 **The motion was approved by Council Members Watts Baskin, Gordon, Knowlton, Porter**
275 **and Van Langeveld.**

276

277 5. CITY ATTORNEY'S REPORT
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279 Jayme Blakesley had nothing to report.

280

281 6. MAYOR'S REPORT
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283

283 Mayor Horrocks reported that South Davis Fire was hiring three new employees to fill vacancies
284 and help with overtime costs. He said this would end up saving them money overall.

285

286 Mayor Horrocks commented on a soft opening at Kokonut Island Grill on Thursday night and
287 said the Council was invited to attend.

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7. AUTHORIZE EMERGENCY EXPENDITURE OF FUNDS AND BID AWARD FOR THE REPAIR OF HVAC SYSTEM AT EAGLEWOOD GOLF COURSE

Ken Leetham reported on an emergency repair to the HVAC system at the Golf Course clubhouse. He said after an inspection the system was found to be unsafe and was turned off. Mr. Leetham said that three bids for repairs had been received ranging from \$62,000 to \$81,000 with HVAC Construction Inc. as the low bidder. He said that the repair was part of the approved renovation but needed to be done now.

Council Member Gordon moved that the Council approve the bid for the HVAC system expenditures at the Clubhouse awarding to HVAC Construction Inc. for \$62,000. Council Member Porter seconded the motion.

Council Member Watts Baskin asked as this item was not listed as a separate agenda item if it could be acted upon and an expenditure made. Jayme Blakesley recommended that this item be noticed as an emergency item on an amended agenda.

Council Member Gordon moved to amend her motion to include that this item be published as an emergency action of the City Council. Council Member Porter seconded the amended motion. The motion was approved by Council Members Watts Baskin, Gordon, Knowlton, Porter and Van Langeveld.

8. CITY MANAGER’S REPORT

Ken Leetham reported that the Lacey Way water line project would be completed on Friday January 21st.

Ken Leetham commented on the Hatch Park planning subcommittee, which former Council Member Ryan Mumford had served. He said there was a meeting on Monday night to review the revised plans. Mr. Leetham asked if a Council Member would be willing to serve on this temporary committee. He explained that there were two plans, which included a recreation center and the City’s proposed community center.

Council Member Van Langeveld volunteered to serve on this committee.

Ken Leetham also reported on a meeting held with proponents of the annexation area. He said they were unsure on how to proceed and he felt the City needed to give them an answer as they had recently purchased the property. Mr. Leetham stated they suggested creating a group comprised of staff, two Council Members, and two Planning Commissioners to determine what the concerns were.

331 Council Member Gordon commented this seemed like a lot of work and asked if it was
332 appropriate to decide not to entertain it right now. She said the Council was familiar with the
333 annexation proposal and asked if the Council could do a straw pull to decide whether to move
334 forward.

335
336 Mayor Horrocks said the City Council needed to provide an answer either way.

337
338 Council Member Van Langeveld said that the Planning Commission voted on the potential
339 annexation and said while she was happy to serve on the committee that it was disingenuous of
340 the developer to say they did not know what the issues were. She said that the Planning
341 Commission had addressed the issue with them at length. She also commented that the developer
342 had not formally asked to be annexed into Salt Lake and was unsure why.

343
344 Ken Leetham commented that the developer knew what the problems were but felt that they had
345 already been solved. He recommended that this be added as a discussion item on the next agenda
346 and the potential to vote on removing the area from the annexation policy plan.

347
348 Sherrie Pace said that the developer had not officially submitted an annexation petition.

349
350 Council Member Watts Baskin spoke on the vote taken by the City Council and revisiting the
351 item after the water study had been received. Ken Leetham replied that he had received a
352 memorandum on the analysis for the west side annexation but had not yet reviewed it.

353
354 Council Member Gordon commented that she did not care about reviewing the water study as
355 she felt it was poor development to annex across county lines. She recommended adding this as
356 an item on a Council agenda to further discuss and let the developer know that they were wasting
357 their time.

358
359 Council Member Knowlton said that the annexation policy document could be revised or the
360 contours could be laid out for the developer on what made sense. He also asked that this be put
361 on the Council agenda.

362
363 Council Member Van Langeveld asked what the developer was seeking as they had not
364 submitted a petition to annex at this point. Sherrie Pace replied with recent changes in the City
365 Council and Planning Commissioners, the developer was unclear if they still had a chance to
366 annex into the City.

367
368 Council Member Van Langeveld asked if the City could request that any housing development
369 built in the annexation area be a retirement development. Sherrie Pace responded that the
370 annexation agreement could have any terms that both sides agreed to.

371
372

373 9. APPROVAL OF CITY COUNCIL MINUTES

374

375 The City Council minutes of January 4, 2022 were reviewed and approved.

376

377 **Council Member Watts Baskin moved to approve the minutes as amended. Council**
378 **Member Knowlton seconded the motion. The motion was approved by Council Members**
379 **Watts Baskin, Gordon, Knowlton, Porter and Van Langeveld.**

380

381 10. ACTION ITEMS

382

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

384

385 Council Member Knowlton asked about the next step on the I-15 study and any
386 input/participation from the City. Ken Leetham replied the Region 1 I-15 team had met with
387 staff. Horrocks Engineering would be doing the work on the I-15 project as well as the 1100
388 North bridge. The City provided input on access to I-15, I-215 and 2600 South. He suggested
389 that the City Council could also meet with the I-15 team.

390

391 Council Member Van Langeveld asked if Chile Amour would remain in the City. Sherrie Pace
392 replied that the owners of Chile Amour had staffing issues/fatigue and determined to no longer
393 continue operations.

394

395 Council Member Van Langeveld suggested that the amendment to the CUP for Stericycle be
396 brought back before the Planning Commission.

397

398 Council Member Watts Baskin spoke on the action item related to suggesting xeriscaping in new
399 development. She said there was a house bill, which would prohibit cities and counties to require
400 property owners to plant or maintain lawn or turf. She suggested that the City should act on this
401 now before the bill passed as it was legislative overreach.

402

403 Council Member Knowlton asked about the next steps on the form based code. Sherrie Pace
404 replied that once the two new Planning Commissioners were in place that this item was a
405 priority.

406

407 Council Member Van Langeveld asked about the ULCT training and the Legislative Policy
408 Committee. Council Member Watts Baskin commented that she served, and would like to
409 remain, on this committee. Ken Leetham responded the City could have three voting members on
410 the Committee.

411

412 Ken Leetham spoke on legislative overreach and suggested that the City Council could reach out
413 to Melissa Ballard and Todd Weiler to voice support for local control and ordinances. He
414 recommended that the representatives may be able to attend a work session.

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Council Member Van Langeveld said that Melissa Ballard had reached out regarding a suicide prevention meeting and asked for helping coordinating this. Council Member Watts Baskin recommended that Council Member Van Langeveld should serve on the Health and Wellness Committee based on her expertise.

11. COUNCIL REPORTS

Council Member Gordon reported on the Youth City Council (YCC) event with the mobile food pantry at Camelot. She said this event would occur on the third Tuesday of each month. It was also anticipated that the YCC would participate in the Super Bowl of Caring at Lee's Marketplace on February 12th.

Council Member Gordon also reported that the YCC were preparing for the City's Easter egg hunt on April 16th. She thanked the Public Works Department for providing lighting at Camelot for the mobile food pantry event.

Council Member Van Langeveld thanked Public Works for handling crisis projects. She said she attended orientation at the golf course and spoke on expanding youth outreach at the course. She initiated a field trip to the golf course for the 5th graders of a local elementary school and hoped to create a program in the future which could include a golf punch pass for all 5th grade students. Tyler Abegglen commented that he was excited for these programs and to keep growing golf in the City.

Council Member Porter reported on the Jordan River Commission meeting, which included a budget and audit. He said there were some upcoming volunteer opportunities at the Jordan River. He invited the City Council to go on a history tour of the City.

Council Member Watts Baskin reported on the Senior Lunch Bunch, which was not meeting due to the pandemic. She said they were encouraging seniors to wear masks and to be vaccinated. She also reported on the Health and Wellness meeting.

Council Member Knowlton reported on Bus Rapid Transit (BRT) and the options/opportunities related to Highway 89. Ken Leetham recommended that Hal Johnson with UTA attend a work session to review alternatives, eliminate choices, and to see how and where the corridor would be impacted.

Council Member Gordon commented that the Foxboro UTA route had been cancelled. She said that UTA proposed rideshare as a replacement but this had not yet been implemented.

454 12. ADJOURN

455

456 Mayor Horrocks adjourned the meeting at 8:28 p.m.

457

458 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*
459 *February 1, 2021 by unanimous vote of all members present.*

460

461

462

463 _____
Wendy Page, City Recorder

Action Items for February 1, 2022

Item	Staff	Description
New		
1	Ken Sherrie	Invite UTA to City Council work session to discuss BRT, bus routes and micro transit, cancellation of routes in Foxboro. <i>Invitation to Hal Johnson has been made-no date yet, but likely will be a work session in March. (Updated 1/20/22)</i>
2	Ken	Prepare and present plans for the remainder of the TIF collection periods for Redwood Road and Highway 89 CDA project areas. <i>Staff will prepare a report for this item together with detailed financial estimates for the two project areas. (Updated 1/20/22)</i>
3	Sherrie	Discussion item or voting item to amend the annexation policy plan on the next agenda. <i>Amending the annexation policy plan requires the City to begin the process over again. Developer is deciding how they wish to proceed on this item. (Updated 1/26/22)</i>
4	Ken	Work session discussion on the I-15 study and input/participation from the Council. <i>Future work session will be scheduled for this project update. (Updated 1/26/22)</i>
Current		
1	Ken	Options for emergency preparedness training for staff including windstorms, landslides, etc.
2	Craig	Council Member Baskin asked that a discussion be held to address the situation at Foxboro Elementary and public outreach.
3	Ken, Sherrie	Staff to reach out to UDOT regarding acquiring Hughes RV and old Williamsburg properties. <i>The developer, UDOT and staff have met to discuss the I-15 expansion and possible need for additional right of way from the Williamsburg property. After discussion of possible designs it was determined the UDOT would not need any additional right of way, other than that already dedicated as part of the subdivision. (updated 1-19-22)</i>
4	Ken	Staff to research if ARPA funds could be used to assist renters and landlords with rent payments. <i>ARPA funds can be used in this way, but the State of Utah has a robust program already with lots of unused funding thus far.</i>
5	Sherrie	Mayor Arave asked staff to reach out to new developments (Toll Brothers) about xeriscaping park strips. <i>Staff has met with the developer representation and their landscape architect. CW Land has decided that they want to have a landscape architect design 3 options for homeowners for xeriscaping park strips, add that to the HOA covenants, and may request an amendment to the Dev. Agr. for the park strips that are adjacent to the HOA open space areas. They are concerned with the type of vegetation, that it doesn't grow over street/sidewalk, that rocks or mulch type doesn't leave the park strip, plant material compatible with soil type and salt tolerant/ as well as provide standards for maintenance (updated 1-19-22)</i>
6	Ken	Council Member Mumford suggested subsidizing the CERT training for residents. He suggested this could be reviewed by the new Health and Wellness Committee. (Rob Hunter, Bountiful City)
7	Paul	Staff to assess the road conditions of Woodbriar Way. <i>The section of Woodbriar Way that needs replacement is the bottom 30 feet adjacent to Eaglewood Loop. Staff will instruct Staker Paving to remove and replace the asphalt in this area next spring when the rest of the project will be completed.</i>
8	Ken	Staff to review liability insurance for proposed dog park. <i>Made a request of the Trust to review liability. They responded that there is no additional liability for the dog park (we just add it to our list of insured facilities). (updated 1/20/22)</i>
9	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. The city cannot administer the CDBG funds any longer, the funds are administered by the County Housing Authority with limited participation in NSL</i>

10	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. <i>Was reviewed by the City Council on the 11/6/21 CC meeting. Staff is continuing to work on a solution.</i>
11	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>
12	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>Prior to July 13, 2010 the CUP required 80% of the waste brought to the site be incinerated and up to 20% could be transferred elsewhere. The PC amended the CUP to lift the 80/20 requirement. ORD2012-16 (Existing Use Overlay Zone-Stericycle) was approved with a permitted use of: "Medical and bio-hazardous waste transfer and disposal,". 1/20/22: Stericycle is required by agreement with the State of Utah to cease all incineration by July, 2022.</i>
13	Linda	Staff to evaluate and propose a new solution for front facing monitors for the City Council chambers. <i>Staff will re-address after new equipment is installed by GenComm.</i>
14	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>Under the current code park strips must be landscaped within 12 months of occupancy and may include trees, a combination of lawn, other perennial ground cover, flowering annuals and perennials, specimen shrubs, and inorganic material. Staff recommends that 50% of the park strip be vegetative and that rocks mulch be of 1"-minus size, but this is not currently within the code.</i>
15	Paul	Staff to research solutions for maintaining commuter trail along the frontage road to SLC.
16	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>
17	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>
18	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>
19	Ken, Linda	CM Porter asked for recognition/formalization of the City's History Committee on a future agenda. <i>Staff reviewing history committees of other cities and will draft resolution.</i>



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Pace, Community Development Director
DATE: February 1, 2022
SUBJECT: Consideration of Mayor Horrocks' appointments to the Planning Commission seats 3 & 6

RECOMMENDATION

City staff supports Mayor Horrocks' appointments of the following persons to the Planning Commission:

Term	Seat	Commissioner
1/1/2021-1/1/2025 (3 years-remaining)	3	Irene Stone
1/1/2021-1/1/2024 (2 years remaining)	6	Ryan Holbrook

BACKGROUND

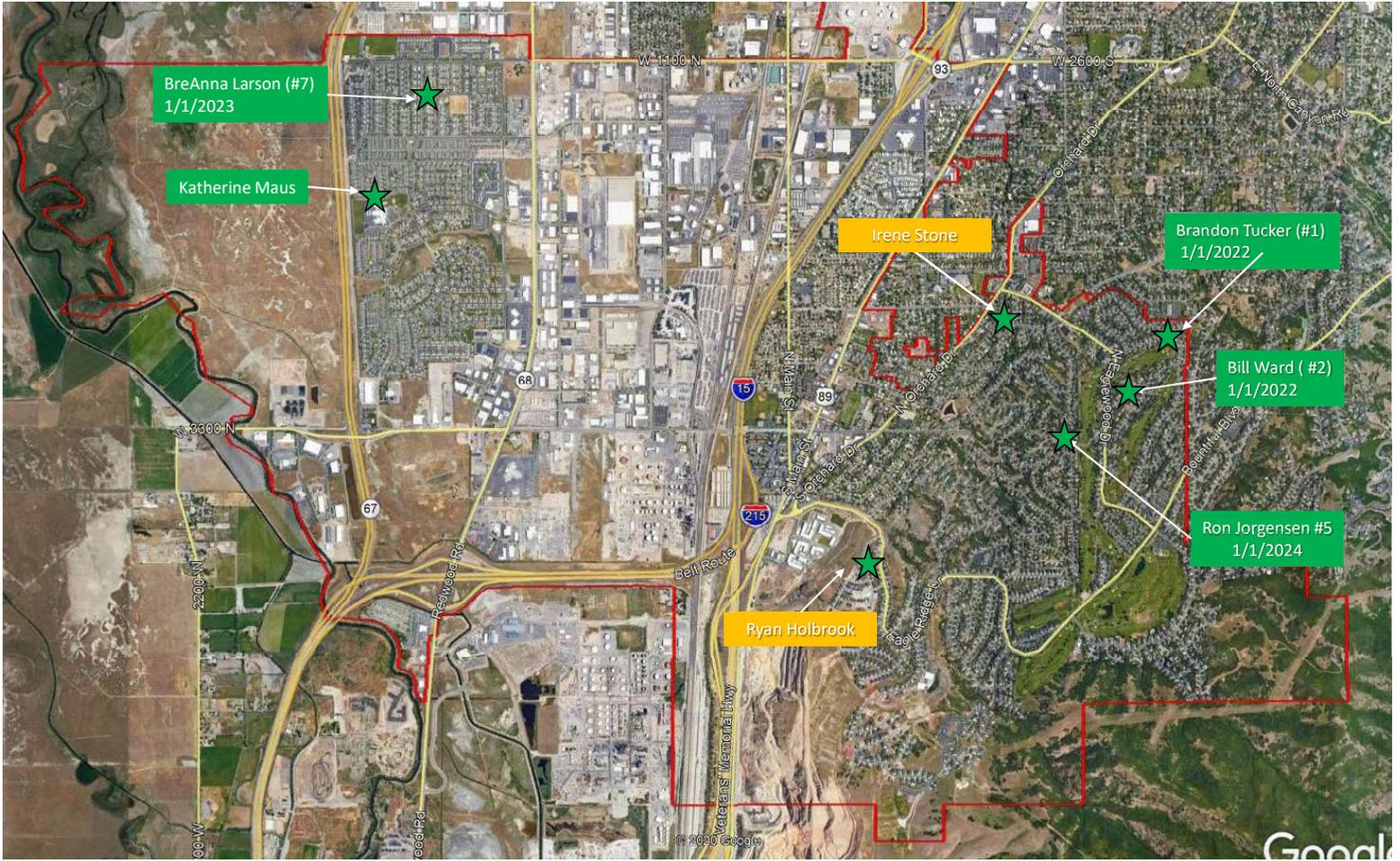
The City received 7 applications for the 2 seats vacated by Councilmembers Van Langeveld and Knowlton. Mayor Horrocks' has chosen Irene Stone to fill the remaining 3 years term of seat 3, vacated by Councilmember Knowlton and Ryan Holbrook to fill the remaining 2 years term of seat 6, vacated by Councilmember Van Langeveld.

Ms. Stone resides on Oakleaf Lane and had applied for a previous vacancy on the Planning Commission in 2020. She is an educator by profession, having taught 1st grade French immersion at Foxboro Elementary and is currently employed by the Utah State Board of Education. She has been a resident of North Salt Lake for 5 years.

Mr. Holbrook is a resident of the Views at Eaglewood Village Subdivision on North View Way and is a member of the neighborhood HOA. He owns WTR Engineering, a company that engineers, designs, and builds water treatment equipment for power plants and municipalities. He has been a resident of North Salt Lake for 6 years.

POSSIBLE MOTION

I move that the City Council approve Mayor Horrocks' appointment of Irene Stone to Planning Commission Seat 3, for the remainder of the term (3 years) expiring January 1, 2025 and Ryan Holbrook to Planning Commission seat 6, for the remainder of the term (2 years) expiring January 1, 2024.





CITY OF NORTH SALT LAKE

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

Brian Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: February 1, 2022

SUBJECT: Consideration of Resolution No. 2022-08R: A Resolution Authorizing the Issuance and the Sale of Aggregate Water Revenue Refunding Bonds in a Principal Amount Not to Exceed \$2,100,000

RECOMMENDATION

I recommend approval of Resolution No. 2022-08R: A Resolution Authorizing the Issuance and the Sale of Aggregate Water Revenue Refunding Bonds in a Principal Amount Not to Exceed \$2,100,000.

BACKGROUND

The attached parameters resolution indicates the City's intention to issue refunding bonds up to \$2,100,000 for the purpose of refunding the Series 2010 Build America Bonds in the Water Enterprise Fund. For some time now, the City has been working with our Zions Bank Financial Advisors to determine if this action should be undertaken. We find now that entering into this transaction will potentially provide up to an 18.6% savings on the remaining ten years of bond payments on the Series 2010 bonds. Annual saving on this refunding is approximately \$48,000.

City staff strongly encourages the Council to adopt this resolution in order to take advantage of historically low interest rates and capture a potential savings in Net Present Value of up to \$398,000. This refunding will not extend the time on this debt obligation. The City will retire the new bonds on the same schedule as the existing Series 2010 bonds which will be retired in 2031. Zions Bank personnel and legal counsel will be in attendance to answer any questions you might have related to this proposal.

PROPOSED MOTION

I move that the City Council approve Resolution No. 2022-08R: A Resolution Authorizing the Issuance and the Sale of Aggregate Water Revenue Refunding Bonds in a Principal Amount Not to Exceed \$2,100,000.

RESOLUTION NO. 2022-08R

**A RESOLUTION AUTHORIZING THE ISSUANCE AND THE
SALE OF AGGREGATE WATER REVENUE REFUNDING
BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED
\$2,100,000**

*** *** ***

WHEREAS, the City of North Salt Lake (the “City”) considers it necessary and desirable and for the benefit of the City to issue its Water revenue refunding bonds as hereinafter provided for the purpose of (a) refunding a portion of the now outstanding water revenue bonds of the City and (b) paying the costs incurred in connection with the issuance and sale of the Bonds pursuant to authority contained in the Local Government Bonding Act, Chapter 14 of Title 11, and the Utah Refunding Bond Act, Chapter 27 of Title 11 (collectively, the “Act”), Utah Code Annotated 1953, as amended (the “Utah Code”), and other applicable provisions of law;

WHEREAS, for the purposes set forth above, the City has determined (a) to issue its Water Revenue Refunding Bonds in an aggregate principal amount not to exceed \$2,100,000 (the “Bonds”) pursuant to the Master Trust Indenture (the “Master Indenture”) and a Supplemental Trust Indenture (the “Supplemental Indenture” and, together with the Master Indenture, the “Indenture”), and (b) to cause the proceeds of the sale of the Bonds to be applied in accordance with the Indenture;

WHEREAS, in the opinion of the City, it is in the best interests of the City that the Designated Officer (defined below) be authorized to (i) determine whether to pursue a competitive sale, negotiated sale or private purchase for the sale of the Bonds; (ii) if a private purchase sale is pursued, select a purchaser for the Bonds; (iii) if a competitive sale is pursued, accept or reject the bids received for the Bonds pursuant to the PARITY[®] electronic bid submission system and determine the best bid received that conforms to the parameters, deadlines and procedures set forth in the notice of sale prepared in connection with the advertisement for sale of the Bonds; (iv) if a negotiated sale is pursued, select an underwriter for the Bonds; and (v) approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and the Bonds and to execute each Certificate of Determination, if necessary, containing such terms and provisions;

WHEREAS, in the opinion of the City Council, it is in the best interests of the City that (a) the Designated Officer be authorized to approve the final principal amount, maturity amounts, interest rates, dates of maturity and other terms and provisions relating to the Bonds and (b) the Mayor is authorized to execute the Purchase Contract (the “Purchaser Contract”), a form of which is attached hereto as *Exhibit C*, between the City and the Purchaser, containing such terms and provisions; and

WHEREAS, Section 11-27-4 of the Utah Code provides for the publication of a Notice of Refunding Bonds to be Issued (the “Notice of Bonds”) and the running of a 30-day contest period,

and the City desires to cause the publication of such Notice of Bonds at this time in compliance with said section with respect to the Bonds;

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

Section 1. Issuance of Bonds. (a) For the purposes set forth above, there is hereby authorized and directed the execution, issuance, sale and delivery of the Bonds in the aggregate principal amount not to exceed \$2,100,000. The Bonds shall be dated as of the date of the initial delivery thereof. The Bonds shall be in authorized denominations, shall be payable, and shall be executed and delivered all as provided in the Indenture. The Bonds shall be subject to redemption prior to maturity as provided in the Indenture.

(b) The form of the Bonds set forth in the Supplemental Indenture, subject to appropriate insertions and revisions in order to comply with the provisions of the Indenture, is hereby approved.

(c) The Bonds shall be special obligations of the City, payable from and secured by a pledge and assignment of the Revenues (as defined in the Indenture) received by the City and of certain other moneys held under the Indenture on a parity with any other Bonds (as defined in the Indenture) issued from time to time under the Master Indenture. The Bonds shall not be obligations of the State or any other political subdivision thereof, other than the City, and neither the faith and credit nor the ad valorem taxing or appropriation power of the State or any political subdivision thereof, including the City, is pledged to the payment of the Bonds. The Bonds shall not constitute general obligations of the City or any other entity or body, municipal, state or otherwise.

Section 2. Bond Details; Delegation of Authority. (a) The Bonds shall mature in the years and in the principal amounts, and shall bear interest (calculated on the basis of a year of 360 days consisting of twelve 30-day months) from the Closing Date, payable semiannually each year, and at the rates per annum and commencing on the dates, all as provided in the Purchase Contract.

(b) There is hereby delegated to the Designated Officer, subject to the limitations contained in this resolution, the power to determine and effectuate the following with respect to the Bonds and the Designated Officer is hereby authorized to make such determinations and effectuations:

(i) the principal amount of each series of the Bonds necessary to accomplish the purpose of the Bonds set forth in the recitals hereto and the aggregate principal amount of each series of the Bonds to be executed and delivered pursuant to the Indenture; *provided* that the aggregate principal amount of the Bonds shall not exceed \$2,100,000;

(ii) the maturity date or dates and principal amount of each maturity of the Bonds to be issued; *provided, however*, that the Bonds mature over a period of not to exceed 10 years from their date or dates;

(iii) the interest rate or rates of the Bonds and the date on which payment of such interest commences, *provided, however*, that the interest rate or rates to be borne by any Bond shall not exceed 3.00% per annum;

(iv) the sale of the Bonds and the purchase price to be paid by the Underwriter of such Bonds; *provided, however*, that the discount from par of each series of the Bonds shall not exceed 2.00% (expressed as a percentage of the principal amount);

(v) the Bonds, if any, to be retired from mandatory sinking fund redemption payments and the dates and the amounts thereof;

(vi) the time and redemption price, if any, at which the Bonds may be called for redemption prior to their maturity at the option of the City;

(vii) the maturity dates, if any, and amounts of the City's Water Revenue Bonds, Series 2010 (Federally Taxable-Direct Pay-Build America Bonds) (the "*Series 2010 Bonds*") and the City's Water Revenue Refunding Bonds, Series 2015 (the "*Series 2015 Bonds*") to be refunded (the "*Refunded Bonds*") by the Bonds (the Designated Officer may determine that it is not beneficial to the Issuer and the inhabitants of the District to refund any of the Series 2010 Bonds or the Series 2015 Bonds);

(viii) the use and deposit of the proceeds of the Bonds; and

(ix) any other provisions deemed advisable by the Designated Officers not materially in conflict with the provisions of this resolution and the Parameters Resolution.

For purposes of this resolution and the Bonds, "*Designated Officer*" means (i) the City Manager, or (ii) in the event of the absence or incapacity of the City Manager, the Finance Director, or (iii) in the event of the absence or incapacity of both the City Administrator and the Finance Director, the Mayor.

Following the sale of the Bonds, the Designated Officer shall obtain such information as they deem necessary to make such determinations as provided above and shall make such determinations as provided above and the Mayor shall execute the Purchase Contract containing such terms and provisions of such series of the Bonds, which execution shall be conclusive evidence of the action or determination of the Designated Officer as to the matters stated therein.

Section 3. Approval and Execution of the Master Indenture and the Supplemental Indenture. The Master Indenture, in substantially the form attached hereto as *Exhibit A*, and the Supplemental Indenture, in substantially the form attached hereto as *Exhibit B*, are hereby authorized and approved, and the Mayor or the Mayor Pro Tem is hereby authorized, empowered and directed to execute and deliver the Master Indenture and the Supplemental Indenture on behalf of the City, and the City Recorder or any Deputy City Recorder is hereby authorized, empowered and directed to attest the Master Indenture and the Supplemental Indenture, with such changes to the Master Indenture and the Supplemental Indenture from the form attached hereto as are approved by the Mayor or the Mayor Pro Tem, his or her execution thereof to constitute conclusive

evidence of such approval. The provisions of the Master Indenture and the Supplemental Indenture, as executed and delivered, are hereby incorporated in and made a part of this resolution. The Master Indenture and the Supplemental Indenture shall constitute a “system of registration” for all purposes of the Registered Public Obligations Act of Utah.

Section 4. Purchase Contract; Other Certificates and Documents Required to Evidence Compliance with Federal Tax and Securities Laws. The Mayor or the Mayor Pro Tem and the City Recorder or any Deputy City Recorder is hereby authorized and directed to execute the Purchase Contract. The Mayor or the Mayor Pro Tem of the Issuer is hereby authorized and instructed to make delivery of the Bonds to the Purchaser and to receive payment therefor in accordance with the terms of sale and to set the proceeds of sale of the Bonds, together with any legally available funds of the Issuer (including monies held by the Issuer for payment of debt service on the Refunded Bonds) in the amount specified in the Purchase Contract and the Supplemental Indenture.

Section 5. Other Actions With Respect to the Bonds. The officers and employees of the City shall take all action necessary or reasonably required to carry out, give effect to, and consummate the transactions contemplated hereby and shall take all action necessary in conformity with the Act to carry out the issuance of the Bonds, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the sale and delivery of the Bonds. Without limiting the generality of the foregoing, the officers and employees of the City are authorized and directed to take such action as shall be necessary and appropriate to issue the Bonds.

Section 6. Prior Acts Ratified, Approved and Confirmed. All acts of the officers and employees of the City in connection with the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 7. Notice of Bonds to be Issued; Contest Period. In accordance with the provisions of Section 11-27-4 of the Utah Code, the publication of the Notice of Bonds, in substantially the form attached hereto as *Exhibit D*, in *The Davis Journal*, a newspaper of general circulation in the City, is hereby approved and ratified. For a period of thirty (30) days from and after publication of the Notice of Bonds, any person in interest shall have the right to contest the legality of this Resolution (including the Bond Resolution and the forms of the Master Indenture and the Supplemental Indenture attached hereto) or the Bonds hereby authorized or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of this Resolution (including the Bond Resolution, the Master Indenture and the Supplemental Indenture) or the Bonds or any provisions made for the security and payment of the Bonds for any cause.

Section 8. Resolution Irrepealable. Following the execution and delivery of the Supplemental Indenture, this resolution shall be and remain irrepealable until all of the Bonds and the interest thereon shall have been fully paid, cancelled, and discharged.

Section 9. Severability. If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of

such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 10. Effective Date. This resolution shall be effective immediately upon its approval and adoption.

(Signature page follows.)

ADOPTED AND APPROVED by the City Council of the City of North Salt Lake, Utah, this
February 1, 2022.

CITY OF NORTH SALT LAKE, UTAH

Mayor

ATTEST:

City Recorder

EXHIBIT A
[FORM OF MASTER INDENTURE]

EXHIBIT B

[FORM OF SUPPLEMENTAL INDENTURE]

EXHIBIT C

[ATTACH FORM OF PURCHASE CONTRACT]

EXHIBIT D

NOTICE OF REFUNDING BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of Section 11-27-4 Utah Code Annotated 1953, as amended, that the City Council (the "*Council*") of the City of North Salt Lake, Utah (the "*City*"), intends to adopt a resolution (the "*Resolution*") to authorize and approve the issuance of its water revenue refunding bonds in one or more series (collectively, the "*Bonds*"), in an aggregate principal amount of not to exceed Two Million One Hundred Thousand Dollars, to bear interest at a rate or rates of not to exceed three percent per annum and to mature not later than ten years from their date or dates and to be sold at a discount from par not to exceed two percent.

The Bonds are to be issued and sold by the City pursuant to (a) the Resolution, (b) a Master Trust Indenture (the "*Master Indenture*") and (c) a Supplemental Indenture of Trust (the "*Supplemental Indenture*" and, together with the Master Indenture, the "*Indenture*"); *provided* that the principal amount, interest rate or rates, maturity or maturities and discount will not exceed the maximums set forth above.

The Bonds are to be issued for the purpose of refunding previously issued Water revenue bonds and paying all or a portion of the costs incurred in connection with the issuance and sale of the Bonds. The repayment of the Bonds will be secured by a pledge of the legally available revenues from the City's water system.

A copy of the Resolution (including the Indenture) is on file in the office of the City Recorder, located at City Hall, 10 East Center Street, City of North Salt Lake, Utah, where the Resolution may be examined during regular business hours of the City Recorder from 7:00 a.m. to 5:30 p.m. Monday through Thursday. The Resolution shall be so available for inspection for a period of at least thirty (30) days from and after the date of the publication of this notice.

NOTICE IS FURTHER GIVEN that pursuant to law for a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Resolution (including the Indenture and the Supplemental Trust Indenture attached thereto) of the City or the Bonds authorized thereby or any provisions made for the security and payment of the Bonds. After such time, no one shall have any cause of action to contest the regularity, formality or legality of the Resolution, the Bonds or the provisions for their security or payment for any cause

DATED February 1, 2022.

CITY OF NORTH SALT LAKE, UTAH



CITY OF NORTH SALT LAKE

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

Brian Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tyler Abegglen, Eaglewood Golf Course

DATE: 2/1/2021

SUBJECT: Eaglewood Golf Renovation Project Approval

Recommendation

Staff recommends the award of bid to ALCO Construction in the amount of \$2,625,575.60.

Background

The current clubhouse RFP was extended to local commercial contractors over the last few weeks. The renovation will consist of exterior, roof, decking, interior kitchen, event center and a conversion of office space to golf simulators. This expenditure will be drawn from the approved bond of \$4.25 million dollars approved earlier this fall.

The construction will give a new and improved look to the current facility with sustainable and long lasting materials. The completion of the project will allow for higher rents on all of the Event and commercial rentals as well as add an additional revenue stream of the simulators.

Possible Motion

I move the City Council approve the award of bid for the Eaglewood Golf Course Renovation Project to ALCO Construction in the amount of \$2,625,575.60 and authorize the Mayor to sign any necessary documents.

Attachments: Renovation Bid and Budget Breakdown



**EAGLEWOOD GOLF COURSE CLUBHOUSE, EVENT CENTER, & SIMULATORS
REQUEST FOR PROPOSAL**

January 25, 2022



1948 W. 2425 S. Suite 1
Woods Cross, UT 84087

ALCO Construction

Utah License #8984984-5501

For Questions about this RFP contact: Brock Richards - 801.928.6852
-brock@alcoconstruction.us

Who we are:

ALCO Construction is an organization that has always been built on the idea of partnering together with our customers to ensure that your expectations and dreams are exceeded. From new commercial buildings to tenant improvements, we take pride in the work we do and our focus will always be on ensuring that the vision of our partnered customers becomes a reality.



Kaysville Flex Buildings



Starbucks Provo

Where We Excel:

Commercial Tilt-Ups

Commercial Remodels

Commercial Flex Space

Retail

Multi-Family

Tenant Improvements

General Contracting - Construction Management

Pre - Construction



The Baked Bear Lehi

How We Get It Done:

Like most people we believe in hard work and dedication. However, for us it doesn't just stop there. Our success is built on a foundation of our principles that we stand on each and every day to ensure that we leave a mark with those with whom we partner with as well as our communities.

Integrity- We are Honest, Open, Respectful and Fair. People Trust Us. We Keep promises both big and small. We do what we say we will do.

Teamwork-We understand that it takes people with different ideas, strengths and backgrounds to make our company successful.

Quality- We strive to exceed our partners expectations. A job well done is a beautiful thing. We take joy in striving for and achieving excellence through quality work.

Relationships- We build positive lasting relationships with our partnered clients, subcontractors, suppliers, and employees.



Document A310™ – 2010

Bid Bond

(Table deleted)

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Alco Construction
1948 West 2425 South Suite 1
Woods Cross, Utah 84087

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Great American Insurance Company
301 E 4th Street
Cincinnati, OH 45202

a corporation duly organized under the laws of the State of MI as Surety, hereinafter
called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

North Salt Lake City
1110 E. Eaglewood Dr.
No. Salt Lake Utah 84054

as Oblige, hereinafter called the Oblige, in the sum of 5% of (\$ Bid), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Eaglewood Golf Course

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the
Principal shall enter into a Contract with the Oblige in accordance with the terms of
such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract
and for the prompt payment of labor and material furnished in the prosecution thereof, or
in the event of the failure of the Principal to enter such Contract and give such bond or
bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty
hereof between the amount specified in said bid and such larger amount for which the
Oblige may in good faith contract with another party to perform the Work covered by
said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

(Paragraphs deleted)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

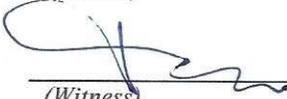
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 25th day of January, 2022

Alco Construction
(Principal) (Seal)

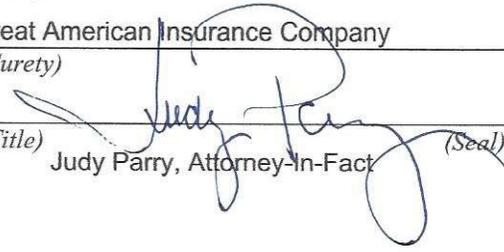
(Witness)



(Witness)

(Title)

Great American Insurance Company
(Surety)

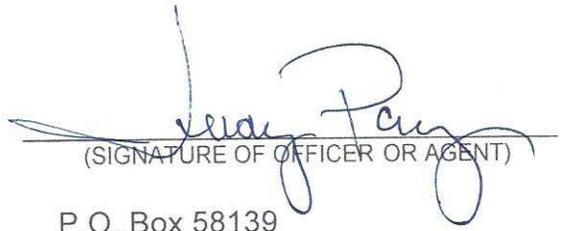
(Title)  *(Seal)*
Judy Parry, Attorney-In-Fact

**AFFIDAVIT OF QUALIFICATION
FOR SURETY COMPANIES**

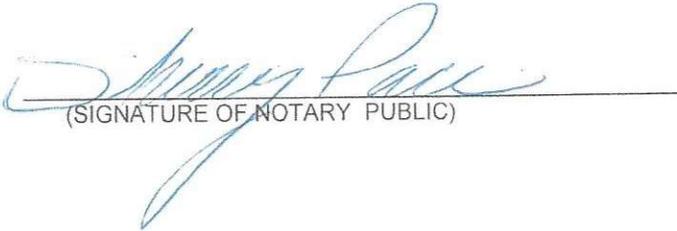
STATE OF UTAH) SS
COUNTY OF SALT LAKE)

JUDY PARRY, BEING FIRST AND DULY SWORN, ON OATH DEPOSES AND SAYS THAT SHE IS THE ATTORNEY-IN-FACT (OFFICER OR AGENT) OF SAID COMPANY, AND THAT SHE IS DULY AUTHORIZED TO EXECUTE THE SAME AND HAS COMPLIED IN ALL RESPECTS WITH THE LAWS OF THE STATE OF UTAH, IN REFERENCE TO BECOMING SOLE SURETY UPON BONDS, UNDERTAKINGS AND OBLIGATIONS.

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 25 day of Jan A.D. 2022.


(SIGNATURE OF OFFICER OR AGENT)

P.O. Box 58139
Salt Lake City, UT 84158-0139
(RESIDENCE)

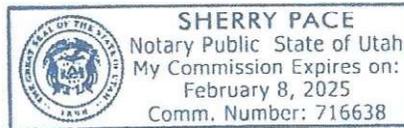

(SIGNATURE OF NOTARY PUBLIC)

(SEAL)

MY COMMISSION EXPIRES:
2/8/2025

101 South 200 East
Salt Lake City Utah 84111

(SURETY SEAL)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 14723

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WILLIAM R. MORETON JUDY PARRY	ALL OF	ALL
PHILIP S. WALTER BETTE J. CROSHAW	SALT LAKE CITY, UTAH	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1ST day of DECEMBER 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 1ST day of DECEMBER

2015, before me personally appeared DAVID C. KITCHIN, to me

known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

25 day of Jan 2022



My L C B
Assistant Secretary

Letter Of Authorization

January 25, 2022

To whom it may concern:

I, Alan Bott (CEO) hereby authorize Nicole Prater (801-710-9276) and Brock Richards (801-928-6852) to act on Alco Constructions behalf for the duration of the Eaglewood Club House Remodel.

This authorization is effective from January 25, 2022, until the end of construction on the Eaglewood Clubhouse remodel.

If for any reason, you have any questions or concerns regarding this matter, please feel free to contact me at (801-678-2253), alan@alcoconstruction.us

Thanks,

A handwritten signature in blue ink, appearing to be "Alan Bott", with a large, sweeping flourish that loops back to the left.

Alan Bott



1948 W. 2425 S. Suite 1
Woods Cross, UT 84087

Project Proposal

Date – 1.25.2022

Client: City of North Salt Lake

Project: Eaglewood Clubhouse
Remodel

Project Description & Clarifications: Complete Interior & Exterior
Renovation of the clubhouse per the plans done by Hive Design Group &
dated 9.29.21

We are pleased to present our proposal in the amount of \$2,625,575.60 as
acting General Contractor/Construction Manager for the above-mentioned
project. Schedule of Values attached.

Allowances & Inclusions of Note included in our Proposal:

Contingency	\$100,000
Night & Weekend Work	\$109,440
Landscaping	\$ 30,000
Lower Level Parking Resurface	\$ 10,000
Sheathing for Exterior Rot	\$ 61,600

Exclusions: Rocky Mountain Power & Gas Work & Fees, Building Permits & Fees,
Builders Risk Insurance, 3rd Party Inspections & Testing Services, SWPPP

Any questions about this proposal, please contact: Brock Richards - 801.928.6852

Accepted by _____ Date

Proposal is good for 30 days/proposal date



Estimate: 124 012522 - Eaglewood Clubhouse

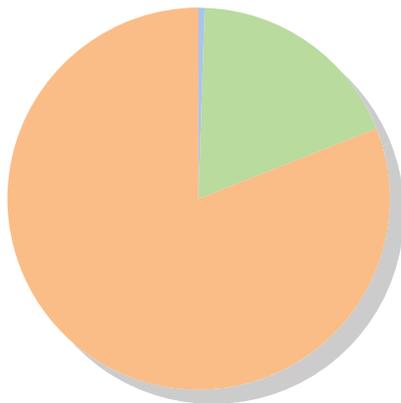
Estimate Unit Costs

Line	Description	Quantity	Unit Cost	Total
1	Performance & Payment Bond	1.00 LS	32,000.00	32,000.00
2	Accounting & Estimating	120.00 HR	60.00	7,200.00
3	Insurance	1.00 LS	2,300.00	2,300.00
4	Technology & Software	1.00 LS	2,300.00	2,300.00
5	Nights & Weekends to Hit Schedule (10M x 18HR x 8W)	1,440.00 HR	76.00	109,440.00
6	Contingency Allowances	1.00 LS	100,001.00	100,001.00
7	Project Manager	240.00 HR	110.00	26,400.00
8	Superintendent	1,040.00 HR	80.00	83,200.00
9	Project Engineer	240.00 HR	75.00	18,000.00
10	Temporary Chain Link Fence	552.00 LF	21.00	11,592.00
11	Temporary Construction Signs	1.00 LS	500.00	500.00
12	Temporary Toilet	6.00 MO	350.00	2,100.00
13	Temporary Construction & Dust Barriers	1.00 LS	2,801.00	2,801.00
14	Mobilization	1.00 LS	10,001.00	10,001.00
15	30 CY Rolloff Dumpster	12.00 EA	450.00	5,400.00
16	Progress & Final Cleaning	1.00 LS	6,000.00	6,000.00
17	Construction Staking	1.00 LS	2,500.00	2,500.00
18	Demolition-Redrock + Concrete Wall Opening	1.00	55,480.00	55,480.00
19	Landscape Allowance	1.00 LS	30,000.00	30,000.00
20	Excavation - Beacon Construction	1.00 LS	27,530.00	27,530.00
21	Parking Resurface Allowance	1.00 LS	10,000.00	10,000.00
22	Concrete - Beacon Construction	1.00 LS	64,741.09	64,741.09
23	Fireplace Stone - Tritex	1.00 LS	11,250.00	11,250.00
24	Metal for New Opening	1.00 LS	8,882.00	8,882.00
25	Metal Railings - American Eagle + Inside Budget	1.00 LS	101,133.00	101,133.00
26	Rough Carpentry - DKA	1.00 LS	370,360.00	370,360.00
27	Composite Decking (included in Rough Carpentry)	1.00 LS	0.01	0.01
28	Sheathing Allowance for Exterior Rot	2,200.00 SF	28.00	61,600.00
29	Finish Carpentry (Base, Beams, & Café Panels)	1.00 LS	25,083.00	25,083.00
30	Millwork - Kitchen & POS	1.00 LS	79,517.00	79,517.00
31	Millwork Office & Pro Shop	1.00 LS	69,459.00	69,459.00
32	Insulation - USI	1.00 LS	1,250.00	1,250.00
33	Exterior Finishes - Tritex	1.00 LS	174,230.00	174,230.00
34	Bartile Roofing & Standing Seam	1.00 LS	136,842.00	136,842.00
35	Soffit, Fascia, Gutters, & Downspouts	1.00 LS	33,200.00	33,200.00
36	Overhead Coiling Doors	1.00 LS	3,395.00	3,395.00
37	Vinyl Windows	1.00 LS	42,860.00	42,860.00
38	Storefront	660.00 SF	65.00	42,900.00
39	HM Frames, Doors & Hardware (Install Included)	4.00 EA	21,032.00	84,128.00
40	Gypsum Board - DKA	1.00 LS	38,640.00	38,640.00
41	Ceramic Tiling - Wasatch Front	1.00 LS	0.01	0.01



Line	Description	Quantity	Unit Cost	Total
42	Flooring - Wasatch Front	1.00 LS	133,078.00	133,078.00
43	Exterior Painting - Included in Exterior Finishes	1.00 LS	0.01	0.01
44	Interior Painting & Wallpaper- Hernandez	1.00 LS	38,922.80	38,922.80
45	Commercial Toilet Accessories - Select Specialties	1.00 LS	20,015.00	20,015.00
46	Owner Supplied Contractor Installed Appliances	10.00 EA	450.00	4,500.00
47	Audio-Visual Equipment	1.00 LS	90,867.16	90,867.16
48	Exterior Fireplace	1.00 LS	32,865.00	32,865.00
49	Window Coverings - Savannah	1.00 LS	6,350.00	6,350.00
50	Window Tinting - Glamour Glaze	1.00 LS	3,528.20	3,528.20
51	Plumbing - Strive	1.00 LS	25,835.00	25,835.00
52	Soffit Lighting	1.00 LS	23,967.00	23,967.00
53	Door Control System	1.00 LS	12,870.00	12,870.00
54	Electrical - Turner	1.00 LS	36,000.00	36,000.00
55	Video Surveillance	1.00 LS	13,749.00	13,749.00
56	Sub-Total (Base Cost)			\$2,336,762.28

Estimate Summary



Description	Total
Sub-Total (Base Cost)	\$2,336,762.28
Sub-Total (Indirect Cost)	\$2,336,762.28
Profit	11.00000% 288,813.32
Total Estimate	\$2,625,575.60

- Material [\$12,000]
- Labor [\$431,828]
- SubContractor [\$1,891,491]
- Equipment [\$0]
- Other [\$1,443]

EAGLEWOOD CLUBHOUSE REMODEL

Key Subcontractors

Demolition – Red Rock Demolition

Excavation/Concrete – Beacon Construction

Metal Railing – American Eagle Welding

Rough Carpentry – DKA

Cabinets – Richins Carpentry

Exterior Finish – Tritex

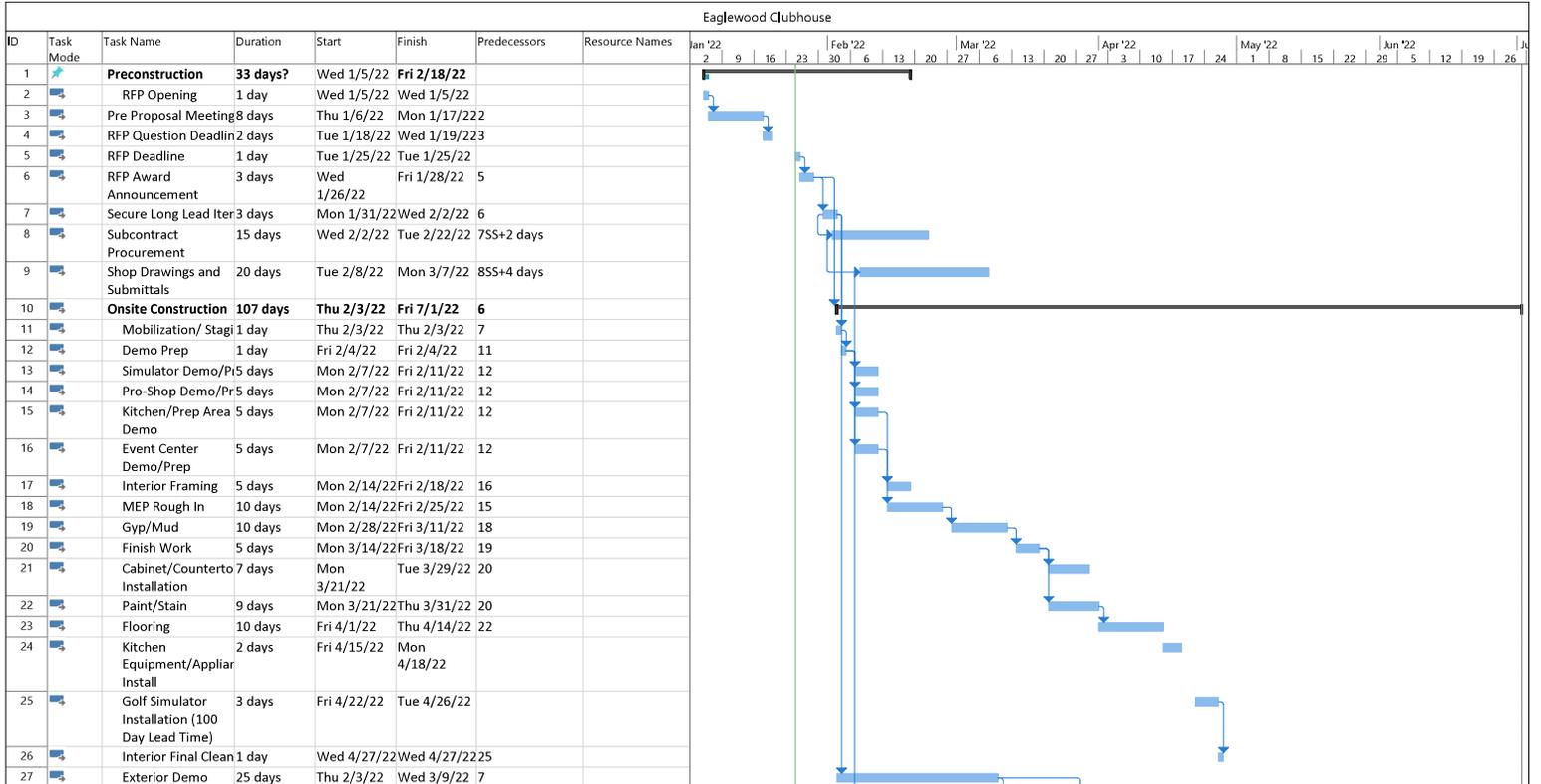
Roofing – Rooftek

Flooring – Wasatch Flooring

Painting – Hernandez Expert Painting

Electrical – Turner

Eaglewood Clubhouse



Project: Critical Path Eaglewood Date: Tue 1/25/22	Task	Project Summary	Manual Task	Start-only	Deadline
	Split	Inactive Task	Duration-only	Finish-only	Progress
	Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
	Summary	Inactive Summary	Manual Summary	External Milestone	Milestone

Eaglewood Clubhouse

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22
28		Window/Storefront Install (14-16 week Lead Time)	5 days	Mon 3/28/22	Fri 4/1/22	27,955+5 days								
29		Excavation Footing	2 days	Thu 3/10/22	Fri 3/11/22	27								
30		Concrete Footings	2 days	Mon 3/14/22	Tue 3/15/22	29								
31		Deck framing	7 days	Wed 3/16/22	Thu 3/24/22	30								
32		New Low Pitch Roof Framing	5 days	Fri 3/25/22	Thu 3/31/22	31								
33		Roofing	20 days	Fri 4/1/22	Thu 4/28/22	32								
34		Decking	10 days	Fri 4/29/22	Thu 5/12/22	33								
35		Exterior Façade	30 days	Fri 5/13/22	Thu 6/23/22	34								
36		Weather Delays	5 days	Fri 6/24/22	Thu 6/30/22	35								
37		Owner Turnover	1 day	Fri 7/1/22	Fri 7/1/22	36								

Project: Critical Path Eaglewood
Date: Tue 1/25/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

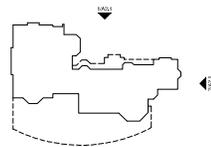


1 FRONT ELEVATION
1/8" = 1'-0"



2 RIGHT ELEVATION
1/8" = 1'-0"

KEYED NOTES	
1	SEE PLAN FOR WINDOW LOCATION
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ELEVATION KEYPLAN

21-044

SEPTEMBER 29, 2021

NSL GC CLUB HOUSE
1110 E EAGLEWOOD DR.
NORTH SALT LAKE, UT 84054

EXTERIOR ELEVATIONS

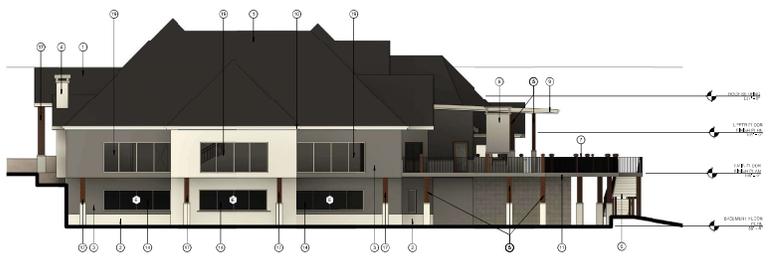
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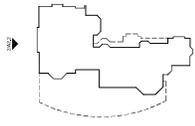


1 REAR ELEVATION
WB - 102

KEYED NOTES	
1	NEW 2" POLYURETHANE INSULATION
2	NEW 1/2" GYPSUM BOARD
3	NEW 1/2" GYPSUM BOARD
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49	NEW 1/2" GYPSUM BOARD
50	NEW 1/2" GYPSUM BOARD



2 LEFT ELEVATION
WB - 103



ELEVATION KEYPLAN

21-044
SEPTEMBER
29, 2021

NSL GC CLUB HOUSE
1110 E EAGLEWOOD DR.
NORTH SALT LAKE, UT 84054

EXTERIOR
ELEVATIONS

A2.2



EAGLEWOOD GOLF COURSE REMODEL PROJECT BUDGET BREAKDOWN

<u>Maintenance</u>	Item Type	Quantity	Price Per Item	Estimated Cost
Irrigation				
	Irrigation Controllers	31	\$ 4,865.40	\$ 150,827.40
	Controller Installation	31	\$ 650.00	\$ 20,150.00
	Native Grass Alteration	20	\$ 2,000.00	\$ 40,000.00
	Subtotal			\$ 210,977.40
Driving Range				
	Driving Range Pad (Concrete)	1	\$ 10,440.00	\$ 10,440.00
	Golf Mats	15	\$ 350.00	\$ 5,250.00
	Sprinkler Adjustment	1	\$ 1,750.00	\$ 1,750.00
	Sod Repair	1	\$ 750.00	\$ 750.00
	Expanded Audio System	1	\$ 4,000.00	\$ 4,000.00
	Subtotal			\$ 22,190.00
Maintenance Shop				
	Weston's Office HVAC	1	\$ 12,500.00	\$ 12,500.00
	Weston's Office Windows	1	\$ 2,500.00	\$ 2,500.00
	Fans	2	\$ 2,500.00	\$ 5,000.00
	Badge Access Gate	1	\$ 18,000.00	\$ 18,000.00
	Subtotal			\$ 38,000.00
On Course Restrooms				
	Remediation	1	\$ 12,000.00	\$ 12,000.00
	Auto Locking Doors	5	\$ 3,200.00	\$ 16,000.00
	Drinking Fountains	4	\$ 7,000.00	\$ 28,000.00
	Paint	2	\$ 5,000.00	\$ 10,000.00
	New Roof for Restrooms	2	\$ 6,967.00	\$ 13,934.00
	Soffit, Fascia, and Gutters	2	\$ 3,850.00	\$ 7,700.00
	Hose Bibs	2	\$ 450.00	\$ 900.00
	Subtotal			\$ 88,534.00
Projects				
	Tee Box Renovation	40	\$ 1,000.00	\$ 40,000.00
	Sod	40	\$ 800.00	\$ 32,000.00
	Subtotal			\$ 72,000.00
Cart Path Repair				
	Seal	1	\$ 56,000.00	\$ 56,000.00
	Crack Seal	1	\$ 10,000.00	\$ 10,000.00
	Asphalt Repair	1	\$ 30,000.00	\$ 34,000.00
	Subtotal			\$ 100,000.00
Clubhouse				
Projects				
	Simulator A/V	1	\$ 8,000.00	\$ 8,000.00
	Furnishings	1	\$ 4,000.00	\$ 4,000.00
	Drink Cooler	1	\$ 1,500.00	\$ 1,500.00
	Simulators	1	\$ 117,530.00	\$ 117,530.00

			Subtotal	\$	131,030.00
Deck/Covered Patio					
	Chairs	20	\$	200.00	\$ 4,000.00
	Tables	10	\$	250.00	\$ 2,500.00
	Umbrellas	4	\$	600.00	\$ 2,400.00
	String Lighting	1	\$	2,500.00	\$ 2,500.00
	Sunshades	4	\$	500.00	\$ 2,000.00
	Furnishings	1	\$	1,000.00	\$ 1,000.00
			Subtotal	\$	14,400.00
Event Center					
	Chairs	180	\$	125.00	\$ 22,500.00
	Tables	25	\$	500.00	\$ 12,500.00
	Furnishings	1	\$	5,000.00	\$ 5,000.00
			Subtotal	\$	40,000.00
Restrooms (Downstairs)					
	Paint	1	\$	25.00	\$ 25.00
	Vanity	1	\$	500.00	\$ 500.00
	Electrical Fan	1	\$	1,000.00	\$ 1,000.00
	New Door	1	\$	500.00	\$ 500.00
	New Lighting	4	\$	50.00	\$ 200.00
			Subtotal	\$	2,225.00
Restroom Conversion					
	Drywall	1	\$	20.00	\$ 20.00
	Paint	1	\$	25.00	\$ 25.00
	Washer Hookups	1	\$	1,500.00	\$ 1,500.00
	Washer	1	\$	650.00	\$ 650.00
	Electrical and Fan	1	\$	900.00	\$ 900.00
	Lockers and Bench	1	\$	518.62	\$ 518.62
	New Door	1	\$	500.00	\$ 500.00
			Subtotal	\$	4,113.62
Clubhouse Remodel - ALCO					
	Clubhouse Remodel	1	\$	2,625,575.60	\$ 2,625,575.60
	Kitchen Equipment	1	\$	80,000.00	\$ 80,000.00
	Landscape Lighting	1	\$	5,000.00	\$ 5,000.00
	Deck Posts for String Lights/Sunshades	5	\$	500.00	\$ 2,500.00
			Subtotal	\$	2,713,075.60
Cart Cleanoff Station					
	Electric Pressure Washer	1	\$	3,300.00	\$ 3,300.00
	Electrical Work Ball Washer	1	\$	300.00	\$ 300.00
	Ball Washer	1	\$	2,500.00	\$ 2,500.00
			Subtotal	\$	6,100.00
Parking Lot					
	Re-Striping	1	\$	5,000.00	\$ 5,000.00
	Cart Staging Striping	1	\$	2,000.00	\$ 2,000.00
	Drainage	1	\$	8,000.00	\$ 8,000.00
	Asphalt Repair	1	\$	30,000.00	\$ 30,000.00
	Seal Coat	1	\$	25,000.00	\$ 25,000.00

Subtotal		\$	70,000.00
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HVAC

Repair Current System	1	\$	67,000.00	\$	67,000.00
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Subtotal		\$	67,000.00
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Driving Range Patio

Gazebo	1	\$	8,000.00	\$	8,000.00
Patio Furniture	1	\$	2,500.00	\$	2,500.00
Demp and Prep for Patio	1	\$	3,950.00	\$	3,950.00
Wall (May not be necessary)	1	\$	3,050.00	\$	3,050.00
Patio	1	\$	12,343.00	\$	12,343.00
Firepit	1	\$	9,200.00	\$	9,200.00

Subtotal		\$	39,043.00
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Grip Repair Station

Grip Repair Equipment	1	\$	3,000.00	\$	3,000.00
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Subtotal		\$	3,000.00
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Signage

Current Sign Repair	1	\$	20,000.00	\$	15,000.00
New Signage	1	\$	20,000.00	\$	15,000.00
Upgrade Marquee Display	1	\$	10,000.00	\$	10,000.00

Subtotal		\$	40,000.00
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Outdoor Needs

Garbage Can Enclosure	6	\$	650.00	\$	3,900.00
20 Gal Garbage Cans	6	\$	35.00	\$	210.00
Amenity Cart	1	\$	2,500.00	\$	2,500.00
Starters Podium	1	\$	2,000.00	\$	2,000.00
Ball Machine Electrical Repair	1	\$	1,000.00	\$	1,000.00
Ball Machine Repair	1	\$	500.00	\$	500.00

Subtotal		\$	10,110.00
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Total Contingency		\$	300,000.00
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Total with Contingency		\$	3,971,798.62
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CITY OF NORTH SALT LAKE

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

Brian Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tyler Abegglen, Eaglewood Golf Course

DATE: 2/1/2022

SUBJECT: Eaglewood Golf Course & Event Center Proposed Rates (Resolution No. 2022-05R)

Recommendation

Staff recommends amending the comprehensive fee schedule for the 2022 calendar season of the golf course and event center. (See Resolution 2022-05R Exhibit A with Proposed Rates for 2022)

Background

The golf course experienced incredible growth through the 2021 season. The increase in cart fees is justified by the increased cost in maintenance, materials as well as the purchase of new carts on July 1, 2022. The changes to the senior rate is in line with what other Davis and Salt Lake County courses are implementing.

The simulator rates are based on survey of surrounding standalone simulator companies and experiences. These rates will be competitive as well as enticing to be a part of an existing golf course operation.

The Event Center rates are set based on a rate survey for surrounding Event Center spaces. The suggested rates will be near the middle of rates available. It is also recommended that city residents receive a 20% discount when booking the event center. The discount will apply to the rental fee only, and not deposits or bartending fee.

Possible Motion

I move the City Council approve Resolution No. 2022-05R: A Resolution amending certain fees for services at Eaglewood Golf Course and Event Center for the 2022 season.

Attachment: Resolution 2022-05R and Exhibit A with Proposed Rates for 2022

RESOLUTION NO. 2022-05R

A RESOLUTION AMENDING THE CITY’S COMPREHENSIVE FEE SCHEDULE BY ADJUSTING CERTAIN FEES FOR SERVICES AT THE EAGLEWOOD GOLF COURSE

WHEREAS, the City of North Salt Lake owns and operates the Eaglewood Golf Course; and

WHEREAS, the General Manager of the Golf Course together with the North Salt Lake Golf Course Advisory Board have recommended certain increases in fees for services at the Golf Course for the Year 2022; and

WHEREAS, the City of North Salt Lake has made significant financial investment in upgrading and renovating the clubhouse, food services and event center; and

WHEREAS, the subject renovations create a highly desirable customer experience and warrant fee increases in certain services; and,

WHEREAS, the City Council finds that the proposed fee increases are appropriate and necessary for the continued financial health of the Eaglewood Golf Course.

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

Section 1. **AMENDED FEES APPROVED.** The fees attached to this resolution shown as Exhibit A are hereby approved.

Section 2. **EFFECTIVE DATE.** This resolution shall take effect February 1, 2022.

CITY OF NORTH SALT LAKE

Brian J. Horrocks, Mayor

ATTEST:

City Council Vote as Recorded:

City Recorder

Council Member Watts Baskin _____
Council Member Gordon _____
Council Member Porter _____
Council Member Van Langeveld _____
Council Member Knowlton _____

Section 10: Parks & Recreation Fees

10.1 Eaglewood Golf Course (All fees include Utah Sales Tax)*					
1. Green Fees			9-Hole/with Cart	18-Hole/with Cart	
	Monday thru Sunday		\$18.00/\$28.00	\$36.00/\$56.00	
	Youth on Course (M-W only)		\$5.00/\$15.00	\$10.00/\$30.00	
	Junior (17 and under) (M-W only)		\$11.00/\$21.00	\$22.00/\$42.00	
	Ladies Day (Wednesday only)		\$20.00 includes cart	\$40.00 includes cart	
	Punch Card (excluding holidays)		\$15.00/\$25.00	\$30.00/\$50.00	
	PGA Book Rate Monday-Thursday Anytime Friday-Sunday after 2:00 p.m. (excluding holidays)		\$40.00		
	Corporate		\$20.00 includes cart	\$40.00 includes cart	
	Eaglewood/PGA Comp Monday-Thursday Anytime		Friday-Sunday after 2:00 p.m.		
	City Employee (excluding holidays)		No Charge Punch Card		
2. Cart Fees			9-Hole	18-Hole	
	Single Rider		\$10.00	\$20.00	
	Private Cart		\$8.00	\$16.00	
	Spectator Fee		\$10.00		
3. Driving Range	Range Balls		\$5/small basket	\$8/medium basket	\$10/large basket
4. Simulator Membership	\$60/2 hours	\$250.00/10 punch card	\$1,400.00/ 6 months	\$2,400.00/ 12 months	6 hour group event/per group size
5. Corporate Tournaments	Peak Season (June-September)		Monday-Tuesday	\$48.00	
			Wednesday- Thursday	\$50.00	
			Friday-Sunday	\$56.00	
	Off Peak (April, May, October)		Monday-Tuesday	\$44.00	
			Wednesday- Thursday	\$46.00	
			Friday-Sunday	\$52.00	
	Clubhouse package		\$5/player	See manager for details	
	Country Club Package		\$10/player		

6. Corporate Membership**	Annual Fee	\$2,500	With Tournament \$2,000 (min. 72 players)	
7. Event Center Rental		Weekday	Weekend	
	Hourly Rate	\$225.00	\$300.00	
	Luncheon (3 hours between 10 am-3 pm)	\$500.00	\$650.00	
	Evening (6 hours, after 3 pm)	\$1,800.00	\$2,250.00	
	North Salt Lake Residents		20% Discount	
	Deposit		\$500.00 (not refundable)	
	Cleaning Deposit		\$500.00 (refundable)	
	Bartending Service		\$250.00	
	2022 Construction Discount (May-June)		10% Discount	

* Adjustment of Fees: The Golf Director shall have the authority to reduce the posted fees at Eaglewood if deemed necessary
(Adjustments to Banquet Facility Rental Fees shall be considered on a case-by-case basis).

**Corporate membership may be pro-rated by Golf Director between March 1 and November 30

Section 10: Parks & Recreation Fees

10.1 Eaglewood Golf Course

(All fees include Utah Sales Tax)*

10.1 Eaglewood Golf Course					
(All fees include Utah Sales Tax)*					
		9-Hole/ <u>with Cart</u>		18-Hole/ <u>with Cart</u>	
1. Green Fees	Monday thru Sunday		\$18.00/ <u>\$28.00</u>	\$36.00/ <u>\$56.00</u>	
	<u>Youth on Course (M-W only)</u>		\$5.00/ <u>\$15.00</u>	\$10.00/ <u>\$30.00</u>	
	Junior (17 and under) (<u>weekday-designated times</u> <u>M-W only</u>)		\$11.00/ <u>\$21.00</u>	\$22.00/ <u>\$42.00</u>	
	<u>Ladies Day</u> (Wednesday only)		\$20.00 includes cart	\$40.00 includes cart	
	<u>Punch Card Senior (60+)</u> (<u>weekday-designated times</u>) (<u>excluding holidays</u>)		\$15.00/ <u>\$25.00</u>	\$30.00/ <u>\$50.00</u>	
	<u>PGA Book Rate</u> <u>Monday-Thursday Anytime</u> <u>Friday-Sunday after 2:00 p.m.</u> (<u>excluding holidays</u>) <u>Junior & Senior</u> <u>Designated Times</u>		\$40.00 Monday-Thursday (<u>except holidays</u>)		
	<u>Corporate</u> <u>Monday-Thursday Anytime</u> <u>Friday-Sunday after 2:00 p.m.</u>		\$20.00 includes cart	\$40.00 includes cart	
	<u>Eaglewood/PGA Comp</u> <u>Monday-Thursday Anytime</u> <u>Friday-Sunday after 2:00 p.m.</u>		No Charge		
	<u>City Employee</u> (<u>excluding holidays</u>)		No Charge Punch Card		
2. Punch Pass (Monday-Thursday no holidays)	<u>Regular</u> (10, 9-Hole Rounds)		\$150.00 (Senior \$130.00)		
	<u>Junior</u> (10, 9-Hole Rounds)		\$80.00		
3. Cart Fees			9-Hole	18-Hole	
	Single Rider		\$8.00 <u>10.00</u>	\$16.00 <u>20.00</u>	
	<u>Trail Fee</u> <u>Private Cart</u>		\$5.00 <u>8.00</u>	\$10.00 <u>16.00</u>	
	Spectator Fee		\$10.00		
4. Driving Range	Range Balls		\$5/small basket	\$8/medium basket	\$10/large basket
<u>4. Simulator Membership</u>	<u>\$60/2 hours</u>	<u>\$250.00/10 punch card</u>	<u>\$1,400.00/ 6 months</u>	<u>\$2,400.00/ 12 months</u>	<u>6 hour group event/per group size</u>
5. Corporate Tournaments	<u>Peak Season (June-September)</u>		Monday- Tuesday	\$44.00 48.00	
			Tuesday <u>Wednesda</u> <u>y-Thursday</u>	\$44.00 50.00	

		<u>Wednesday</u> <u>Friday-</u> <u>Sunday</u>	<u>\$49.00</u> <u>56.00</u> <u>(\$5 merchandise credit)</u>
	<u>Off Peak (April, May, October)</u>	<u>Monday-Tuesday</u>	<u>\$49.00</u> <u>44.00</u> <u>(\$5 merchandise credit)</u>
		<u>Wednesday-</u> <u>Thursday</u>	<u>\$52.00</u> <u>46.00</u> <u>(\$7 merchandise credit)</u>
		<u>Friday-Sunday</u>	<u>\$52.00</u> <u>Flat fee for large</u> <u>groups or shotguns; \$55</u> <u>(\$7 merchandise credit)</u>
	<u>Clubhouse package</u> Sunday	<u>\$5/player</u> <u>Flat fee</u> <u>for large groups or</u> <u>shotguns; \$55</u>	<u>See manager for details</u> <u>(\$7 merchandise credit)</u>
	<u>Country Club Package</u>	<u>\$10/player</u>	
6. Corporate Membership**	Annual Fee	\$2,500	With Tournament \$2,000 (min. 72 players)
7. Banquet Facility Event Center Rental	<u>Luncheon/Dinner/Other</u>	<u>Weeknight</u> <u>Weekday</u>	<u>\$450.00</u> <u>Weekend</u>
	<u>Hourly Rate</u>	<u>Weekend</u> <u>\$225.00</u>	<u>\$300.00</u> <u>\$550.00</u>
	<u>Wedding Reception Luncheon</u> <u>(3 hours between 10 am-3 pm)</u>	<u>Weeknight</u> <u>\$500.00</u>	<u>\$900.00</u> <u>\$650.00</u>
	<u>Evening</u> <u>(6 hours, after 3 pm)</u>	<u>Weekend Event</u> <u>\$1,800.00</u>	<u>\$1,100.00</u> <u>\$2,250.00</u>
	<u>North Salt Lake Residents</u>		<u>20% Discount</u>
	<u>Deposit</u>		<u>\$500.00</u> <u>(not refundable)</u>
	<u>Cleaning Deposit</u>		<u>\$500.00</u> <u>(refundable)</u>
	<u>Bartending Service</u>		<u>\$250.00</u>
	<u>2022 Construction Discount (May-June)</u>		<u>10% Discount</u>

* Adjustment of Fees: The Golf Director shall have the authority to reduce the posted fees at Eaglewood if deemed necessary (Adjustments to Banquet Facility Rental Fees shall be considered on a case-by-case basis).

**Corporate membership may be pro-rated by Golf Director between March 1 and November 30

RESOLUTION NO. 2022-06R

**A RESOLUTION APPOINTING A CITY OF NORTH SALT LAKE
REPRESENTATIVE TO THE ADMINISTRATIVE CONTROL
BOARD FOR THE SOUTH DAVIS RECREATION DISTRICT**

WHEREAS, the City of North Salt Lake is a member of the South Davis Recreation District; and

WHEREAS, each member municipality of the South Davis Recreation District has the power to appoint one member to the Administrative Control Board of the district; and

WHEREAS, the appointment procedures required by law for appointed members are currently set forth in Section 17B-1-304 of the *Utah Code Annotated* as amended; and

WHEREAS, pursuant to Davis County Resolution 2004-115, each member appointed to the Administrative Control Board serves a four-year term; and

WHEREAS, the term for the City's previous representative on said Board expired when his term as an elected official concluded on January 4, 2022; and

WHEREAS, the City Council now desires to appoint Mayor Brian J. Horrocks as a representative to the Administrative Control Board for the South Davis Recreation District; and

WHEREAS, such action is authorized by statute.

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

Section 1. **MEMBER APPOINTED.** Mayor Brian J. Horrocks is hereby appointed to serve as the City of North Salt Lake representative to the Administrative Control Board of the South Davis Recreation District, which term shall be deemed and ratified to have commenced on January 4, 2022 and shall expire on or before December 31, 2023, or when his term as an elected official concludes.

Section 2. **COPY OF RESOLUTION TO BE PROVIDED TO DISTRICT.** A copy of this resolution, once adopted, shall be provided to the South Davis Recreation District.

Section 3. **EFFECTIVE DATE.** This resolution shall take effect February 1, 2022.

CITY OF NORTH SALT LAKE

Brian J. Horrocks, Mayor

ATTEST:

City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin	_____
Council Member Gordon	_____
Council Member Porter	_____
Council Member Van Langeveld	_____
Council Member Knowlton	_____



NORTH SALT LAKE PUBLIC WORKS

10 East Center Street
North Salt Lake, Utah 84054
801-335-8700
www.nslcity.org

Brian Horrocks
Mayor
David Frandsen
Public Works Director

TO: Honorable Mayor and City Council
FROM: David Frandsen, Public Works Director
DATE: February 1, 2022
SUBJECT: Update to Parks Policies and Fees

STAFF RECOMMENDATION:

The staff recommends the adoption of updates to the City Athletic Field Use Policy, Facilities Use Agreement, Parks Rules and Regulations and Reservation Fee Schedule.

BACKGROUND:

The policies and fees were last reviewed and adopted January 21, 2014. This comprehensive look at our Athletic Field Use Policy, Facilities Use Agreement, Parks Rules and Regulations as well as the reservation fee schedule has been updated to include the following items. We have also added Bounce House rules and maps as well as implemented a QR code system that will allow Park patrons to upload pictures or park concerns. Changes have been highlighted in yellow and include:

Athletic Field Use Policy

- No fundamental changes to the policy
- Rewrote some sentences and corrected grammatical errors
- Updated contact info

Facilities Use Agreement

- Update Mayor

North Salt Lake City Parks Rules and Regulations

- Excluded volleyball court from Hatch Park 1 reservation
- Added that no pets are allowed on the splash pad
- Added City website information to make and pay for reservations
- Added time frame (May thru Oct) that reservations can be made
- Added bullet points to emphasize key points and create better flow
- Updated some verbiage and contact information

10.2 Park Bowery Reservations (Fee Schedule) Page 39

- Corrected price errors for non-residents on Legacy Park #3
- Comparable to nearby cities

Note: Website needs to be updated to add all non-resident prices. Currently it only charges resident prices

10.3 Playing Field Reservations (Fee Schedule) Page 40

- Updated 2 hour weekday block from \$6 to \$10 for Residents
- Updated 2 hour weekday block from \$10 to \$12 for Non-Resident
- New rates match our current weekend rates
- Comparable to nearby cities
 - Woods Cross (\$5 for one hour. \$300 Annual)
 - Centerville (\$10 per 2 hour game)
- Added \$200 refundable cleaning deposit as stated in Athletic Field Use Policy

Bounce House placement maps and rules

- Added maps and rules

QR code for new signs at Parks

- Created to upload photos or park concerns to Public Works e-mail. Or to submit pictures of clean bowery after reservation.



ATHLETIC FIELD USE POLICY

Policy: **ATHLETIC FIELD USE**

Purpose: This Athletic Field Use Policy was developed to manage North Salt Lake City athletic fields in a manner that assures equitable distribution and maximum use of facilities by the public. Further, these policies are intended to promote the open enjoyment by the public and encourage use for general recreational play.

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Policy Requirements:

Section 1. Overview

This Athletic Field Use Comprehensive Policy is intended to provide clear rules and guidelines for the equitable distribution and maximum use of facilities by the public, define allowable uses consistent with facility design and intent, and establish priorities for scheduling and types of use.

This is accomplished by:

1. Identifying facility scheduling procedures and policies.
2. Managing the limited number of athletic fields in a fair and equitable manner by defining users and establishing priorities.
3. Defining rules and regulations regarding use.
4. Identifying available fields and dates of usage.
5. Determining, scheduling and completing preventative field maintenance in a manner that best protects user safety and long term field conditions.

Section 2. Scheduling Procedures and Requirements (league, tournaments, games, and practices)

- 1) Application Dates
 - a) Spring and Summer Use - 5 pm 2nd Thursday in January
 - b) Fall and Winter Use - 5 pm 2nd Thursday in June
 - c) Applications received after these dates will be considered on a first come first serve basis and in accordance with other procedures outlined in this policy.
- 2) Application Requirements
 - a) Facility use applicants shall submit a Facility/Field Request Form, Certificate of Insurance, and game schedule request to the City Recorder or designee.
 - b) Applicants must provide residency percentage for each team requesting fields.
 - c) Applications made for an organization must be made by league president or designated representative. Applications made for individual teams must be made by the head coach.
 - d) All organizations and leagues shall secure and maintain, at no expense to North Salt Lake City, a comprehensive general liability policy issued by one or more companies authorized to do business in the State of Utah. Under such insurance:
 - i) North Salt Lake City shall be identified as an additional named insured; Liability limits shall be \$2,000,000 combined single limit for personal injury and property damage; and
 - ii) Insurance verification is required at the time of application submittal. The organization, league coordinator or president shall, at the time of application submittal, file with North Salt Lake City a certificate(s) of insurance showing insurance coverage in force prior to start of field use or activities.
 - e) Tournament requests must be in writing and accompanied with a Facility/Field Request Form and Certificate of Insurance. Insurance requirements are defined above.
 - f) The City Manager may waive insurance requirements when he or she determines that the risk to the City is limited.
 - g) Before a field is reserved for a scheduled use, a Facilities Use Agreement must be signed by the user of the field.

- 3) Limitations
- a) North Salt Lake City reserves the right to limit the amount of play permitted on athletic fields.
 - b) North Salt Lake City also reserves the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage to turf. Wear factors include:
 - a) Size, age, and number of users
 - b) Type of use
 - c) Frequency of use
 - d) Weather conditions
 - e) Type of sports equipment used
- 4) Notices
- a) North Salt Lake City will assign game locations and times in conjunction with submitted requests. Users must meet requirements as outlined within this document. Allocations for games are based on the total number of requests received, availability, and priority outlines. Assignments accepted may be charged to the league, used or not. When possible, openings will be offered to other leagues on a priority basis as defined within Section 3 of this policy.
 - b) All user representatives (league presidents, designated representatives, schedulers, etc) are required to attend the North Salt Lake City orientation meeting prior to the beginning of each season. The third Thursday in February at 7 pm at the North Salt Lake City Hall will be the date of this meeting. Failure to attend may result in the loss of field use for that team or organization for the upcoming season.
 - c) No facilities/fields are scheduled on Sundays.
 - d) When possible, confirmation of facility/field use will be delivered one week prior to league start date.
 - e) Additional facility/field requests associated with leagues, organized play, and community requests will be considered based upon facility/field availability. North Salt Lake City shall have the authority to approve or deny specific requests.
 - f) Facility/field users shall provide North Salt Lake City with a printed schedule of their league activities and contact names and numbers.
 - g) Team or organization schedulers are required to give sufficient notice when requesting in-season changes in a request for facility/field usage time. Deletion of scheduled games/events must be made within a time frame that could allow for others to have an opportunity to book the facility/field.

Section 3. Priorities

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this policy on the grounds of sex, race, color, creed, national origin, age (except minimum age) and retirement provisions, marital status, or the presence of any sensory, mental, or physical handicap.

North Salt Lake City will consider the primary and secondary designed uses for facilities/fields when considering assignment of priorities for use of it facilities/fields. The following are the priority for use applications:

1. North Salt Lake City sponsored programs and events
2. North Salt Lake City Co-sponsored programs and events
3. Resident Based Open Youth Recreation League programs
4. South Davis Recreation District programs and events
5. Davis School District programs
6. Restricted Youth Recreation League programs
7. Resident Based Open Adult Recreation League programs

8. Resident Based Restricted Youth Recreation League programs
9. Resident Based Independent Teams or programs
10. Non-Resident Based Teams or programs

Section 4. Athletic Fields, Use Types, Season Descriptions and Lighting Availability

North Salt Lake City is responsible for scheduling the following fields which are available for scheduled games:

Park Athletic Fields: Examples

		Approximate	
<u>Sports Field</u>	<u>Type of Use</u>	<u>League Requested Seasons</u>	<u>Lights</u>
Legacy Park	3 Soccer Fields	April 1 – October 31	No
Hatch Park	2 Baseball Diamonds (North & South)	April 1 – October 31	No

- Fields may be available on a limited basis based upon maintenance resources and field conditions.
- Parks not listed may be used for practice on a first come first serve basis (with the exception of North Salt Lake City programs). All games and practices shall be scheduled.

North Salt Lake City reserves the right to suspend field availability during periods of inclement weather, poor playing conditions, damage, (which would cause hazardous safety considerations) and opportunities for necessary field preservation and maintenance requirements. If a game is canceled then all practices will not be allowed either. Failure to comply may result in loss of field use for that team or organization.

Section 5. Fees, Deposits and Charges

Fees, deposits and charges are governed by the Consolidated Fee Schedule adopted by a separate resolution of the North Salt Lake City Council. Fees may be changed at anytime. Check the Recreation Fee Schedule to determine the most recent fee schedule.

1. North Salt Lake City reserves the right to increase field usage fees when the City may incur additional cost.
2. Final payment for field use is due in advance or within 30 days of billing at the discretion of the City. A statement of charges will define when payment is due. Payment not received within a timely fashion will affect requests for the following year. Credits/deposits on account will be applied on the billing statement.
3. Cancellation of scheduled games/events must be made within a time frame that could allow for others to have an opportunity to schedule the field.

4. Any unauthorized use of fields may be subject to a **\$100.00** fine and the team, league or association in violation may be suspended from further field use.
5. Payment for an athletic field reservation deposit is due (14) days prior to the reservation or at the discretion of the City. Deposits not received within a timely fashion will affect future requests.
6. Users are expected to leave facilities clean and in good condition. Charges for additional cleaning, repair and/or vandalism determined by the Parks Superintendent will be deducted from the deposit until funds are exhausted. Additional charges incurred will be billed to the responsible party. Payment for additional charges will be due upon receipt and will be considered past due and subject to collection charges after 30 days.

RAINOUTS: Fees will be waived for games that are rained out determined by the City or appropriately canceled by the league official or umpire.

For further assistance and field reservations, call North Salt Lake City at 801-335-8726. All calls pertaining to scheduling should be made between 7:00 AM – 5:30 PM, Monday through Thursday.

Appendices

- A. Definitions
- B. Rules and Regulations
- C. Facility/Field Request Form

Definitions

These definitions are intended to provide the public with clarification regarding the terms contained within this policy document for the purposes of ensuring fair, consistent, appropriate use of Park Athletic Facilities.

City – North Salt Lake City.

Sponsored City Programs – Programs directly operated and managed by North Salt Lake City.

Co-sponsored City Programs – Programs not directly operated and managed by North Salt Lake City but officially co-sponsored.

South Davis Recreation District Programs – Programs directly administered by the South Davis Recreation District.

School District Programs – These are interscholastic or intramural activities directly managed by the Davis School District. Club or PTSA sponsored activities qualify under the definition of Independent Resident Teams/Activities.

Open Youth Recreation League Programs – Programs open to all youth residing in North Salt Lake City under 18 years of age and not in direct competition with North Salt Lake City current programs. Open Youth programs do not “cut” players, and generally require minimum playing time for all participants.

Open Adult Recreation League Programs – Programs open to all adults residing in North Salt Lake City that offer all participants, over 18 years in age and not in direct competition with North Salt Lake City current programs, the opportunity to actively participate on a team (no cuts). The focus of the program is recreational participation.

Restricted Youth Recreation League Programs – Programs often referred to as “select” programs for youth residing in North Salt Lake City under 18 year of age. These programs often involve tryouts or other forms of selection to create teams. These programs often do not require minimum playing time for all participants. Participants not “selected” are often encouraged to sign up for Open Recreational League Programs.

Resident Based Youth League – A resident youth league that has minimum of 51 percent of the players on team rosters that reside in North Salt Lake City

Non-Resident Based Team or program – A non-resident team or program is a program/roster or where the expected participation is by less than 50 percent city residents.

North Salt Lake City Resident – An individual that lives within the incorporated boundaries of North Salt Lake City.

Non-Resident – Individuals that do not live within the incorporated boundaries of North Salt Lake City.

Independent Resident Teams/Activities – Programs or activities not affiliated with a league, or another organization identified in this policy. Classification as “resident” requires at least 51% of participants to live in North Salt Lake City.

Rules and Regulations

Individual rules may apply to specific fields. Rules and regulations for specific fields are outlined in the main policy document.

1. Alcoholic beverages are not allowed at any parks and recreation facilities owned or maintained by North Salt Lake City at any time.
2. All North Salt Lake City Facilities are smoke free.
3. Users should respect field maintenance personnel.
4. North Salt Lake City reserves the right to limit the amount of play permitted on sport fields.
5. City fields will be available for use, weather permitting, according to the published availability schedule (approximately April 1 of each year).
6. Teams may not use fields unless approved and pre-scheduled.
7. Individual or small-group walk-in play is not permitted on fields which have been prepared for games.
8. There is to be no scheduled play at North Salt Lake City athletic facilities prior to 8:00 am unless approved by North Salt Lake City.
9. There is to be no use after dusk unless approved by North Salt Lake City.
10. No scheduled league Sunday games unless approved by North Salt Lake City. No tournaments can be played on Sundays.
11. League coordinators, presidents, etc. are directly responsible for informing team coaches/representatives of North Salt Lake City field usage policies regarding field rentals and usage.
12. North Salt Lake City encourages coaches training in all programs utilizing City facilities.
13. Baseball/Softball Use - Fields will not be lined. It is up to the individual organizations to line the fields as needed. Bases will be provided at previously determined distance. **At no time is a field user to make any types of repairs or alterations to existing field conditions; no exceptions.**
14. Football/Soccer Use - Fields will not be lined. It is up to the individual organization to line the fields as needed. Users are encouraged to rotate practices around fields to alleviate wear patterns. **At no time is a field user to make any types of repairs or alterations to existing field conditions; no exceptions.**
15. Recreation Director shall have final say on field playability and safety during inclement weather conditions; **no exceptions.**
16. The use of portable goals must be approved by North Salt Lake City.
17. The use of fencing or backstops for “pickle”, “pepper”, “soft toss” or batting practice is strictly prohibited.

18. **Climbing on fences, backstops, dugouts, or soccer goals is not permitted.**
19. **Field Closure/Rain-outs** – During periods of inclement weather, field closures may result as determined by North Salt Lake City personnel. Closures may also result from poor playing conditions or damage which could create hazardous safety conditions for the public and/or excessive repair work to bring the field back to a playable condition. It is the user organization's responsibility to obtain field closure information. Call 801-335-8683 for an up-to-date report on field closures. Fees will be waived for games that are canceled by the City. Games for which fields have been prepped that are then canceled by the league may be charged the normal or partial game fee.
20. If a field is rained out, no field use is allowed, for practice or games; **no exceptions.**
21. **Field Closure/Rescheduling** – It is the organization's responsibility to contact the scheduler within two (2) working days after a field closure to confirm a credit or arrange for rescheduling.
22. In case of athletic field emergencies, sprinklers coming on, too many teams assigned to one field, etc., please contact North Salt Lake City at 801-335-8683 Monday through Thursday before 5:30 PM . After hours Monday through Thursday, all day Friday, Saturday, Sunday, and holidays, please contact the **Parks On Call** at 801-381-6585. *This number is for emergency use only.*
23. Leagues and Tournament Directors are responsible to ensure individual teams clean up their respective dugouts, and assure scorers' booth is kept clean, garbage containers are provided and containers should be emptied at the end of each day.
24. **Leagues, tournament Directors, and coaches are responsible for the behavior of those participating and observing their events.**
25. Outside sourced concessions are not permitted at any North Salt Lake City facilities.
26. Vendors (non-food) must be pre-approved by the Recreation Director.
27. Managers/Coaches are required to carry their approved field usage request form to the field for verification of field reservation.
28. Observe all park rules. When driving through park parking lots (speed limit – 15 mph), please be especially watchful for children and obey speed limits.
29. North Salt Lake City is not responsible for any personal property loss, damage to vehicles, etc. Be sure to park correctly, lock your car doors, and keep valuables out of sight or at home.
30. Cars improperly parked may be towed.

Appendix C

NORTH SALT LAKE CITY
FACILITY/FIELD REQUEST

APPLICATION
DATE _____

ORGANIZATION, INDIVIDUAL, OR EVENT _____

RESPONSIBLE SUPERVISOR _____

ADDRESS _____

EMAIL ADDRESS _____

CELL PHONE _____ OTHER PHONE _____

FACILITY OR FIELD(S) REQUESTED _____

ACTIVITY _____

REQUESTED DATE(S)/TIME

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____
- 9 _____
- 10 _____
- 11 _____
- 12 _____
- 13 _____
- 14 _____
- 15 _____

OFFICE USE ONLY	
APPROVED	

EQUIPMENT (IF APPLICABLE) _____

COMMENTS _____

SIGNATURE _____

OFFICE USE DEPOSIT	RECEIPT #	By
--------------------	-----------	----



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8700 Voice
(801) 335-8719 Fax
www.nslcity.org

BRIAN HORROCKS
Mayor

KEN LEETHAM
City Manager

FACILITIES USE AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between the City of North Salt Lake (hereinafter, "City"), and _____, FULL LEGAL NAME OF FACILITIES USER with an address at _____ (hereinafter, "User").

WHEREAS, City owns certain facilities which are available for the public to use and enjoy on certain conditions; and

WHEREAS, User desires to use those facilities for the purposes herein contained.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, City and User agree as follows:

1. Grant. City hereby grants a license to User to use requested facilities ("Facilities" or "Licensed Premises") for the purposes set forth in the User's application, which is attached hereto and made a part hereof, and for no other purpose, on the terms and conditions hereinafter set forth in this Agreement.
2. Term. User shall be permitted to use the Facility during the following time and dates specified on Users application:
3. Fee. User shall pay the City appropriate fees and/or bonds as outlined in the Comprehensive Fee Schedule.
4. Additional User Fees. The User shall pay the City for:
 - (i) All expenses that it may incur in supplying services for and on behalf of the User except for those specifically to be borne by the City as set forth herein.
 - (ii) All costs for services provided by the City at the reasonable request of the User, which shall be billed to and reimbursed by the User at the City's standard rates.
 - (iii) The User shall pay Additional User Fees within thirty (30) days following the invoice date. User agrees to pay all fees due under this Agreement by bank check or credit card.
5. Condition of Licensed Premises. The User has inspected the Licensed Premises prior to the execution of this Agreement and agrees to accept the same in its "as is" condition,

and except as specifically noted in herein, the City shall not be required to perform any work or alterations to prepare the Licensed Premises for User's Event.

6. Utilities. Where available the City shall at its own cost and expense supply the User with a reasonable amount of existing utilities, including, water and electricity. The determination of what is reasonable shall be one made solely by the City.
7. Parking and Facilities. User may have access to City's parking lots. Use of on street parking is discouraged. Special Events involving trail use: It shall be the Users responsibility to bus trail participants to trailhead if expected number of participants exceed parking lot capacities.
8. Compliance with City's Policies. User shall be responsible to ensure that its employees, agents and contractors, licensees, guests and invitees abide by all City rules, regulations and policies, a copy of which has been provided to User.
9. Damage to Facilities. The User and its employees, agents, contractors, licensees, guests and invitees shall not injure, damage, mar or deface the Facilities, its appurtenances and any equipment contained therein. Neither shall the User cause or permit anything to be done whereby said premises, appurtenances and equipment shall in any way be injured, damaged, marred or defaced, and will not drive or permit to be driven, nails, hooks, tacks or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.
10. Alteration of Facilities. The User and its employees, agents and contractors shall not erect any special platforms, water tanks, scaffolding, rigging and other apparatus (e.g. bounce houses, slack lines, zip lines etc.) without City's prior written approval. The City of North Salt Lake, in its sole discretion, reserves the right, through its Event Representatives to reject any of the above mentioned items. In the event of such constructions, User will take all necessary action required to insure the safety of the participants and the public, and shall be solely liable for any damages that arise as a result of same.
11. Use of Flammable Materials. The User and its employees, agents and contractors shall not use any flammable materials, including decorations, displays, drapes, or similar items in the Facilities, without City's prior written approval.
12. Use of City Equipment. The User agrees that it and its employees, agents and contractors will not use City's equipment, tools, or furnishings located in or about described Facilities, without first seeking and receiving the written approval of City. City does not guarantee the operation of any of its equipment and shall not be liable for any loss sustained by the User or its employees, agents, contractors, licensees, guests or invitees by reason of any breakdown of equipment during the permitted Use.
13. Smoking in Facilities. The Facilities are designated as non-smoking at all times.

-
14. Alcohol Use. It shall be unlawful for any person to consume beer or any alcoholic beverage, or to have in his or her possession any beer or alcoholic beverage, within any public park within the jurisdiction limits of the city. (Ord. 94-4, 4-19-1994)
 15. Animals and Pets. Animals, birds, and other pets are not permitted at the Regional Park Facilities, except for guide dogs. Dogs must be on leash and attended at all times.
 16. Occupancy of Facilities. At no time shall User allow occupancy of the Facilities to exceed maximum permitted occupancy. The maximum permitted occupancy for the facilities may be posted on site or determined by the Fire Marshall during application.
 17. Vacating Premises. At the end of its Event, or upon the earlier termination of this Agreement, User shall quietly and peaceably vacate the Licensed Premises and remove its employees, agents, contractors, licensees, guests and invitees and their property from the Licensed Premises so that the Licensed Premises are in the same condition (ordinary wear and tear excepted) as at the inception of the Event, and User shall reimburse City for any expense incurred to repair any damage caused by such removal. Any property or items of User or its employees, agents, contractors, licensees, guests or invitees remaining in the Licensed Premises after the expiration or sooner termination of this Agreement shall be deemed abandoned and may be disposed of by the City as it sees fit in its sole discretion, at User's expense. User agrees that the City shall have no liability for any disposal of property that is deemed abandoned.
 18. Additional Users. User understands and agrees that during the term of this Facilities Use Agreement other activities and events may be held in other parts of the described facilities not included in this Facilities Use Agreement, and User shall so conduct its activities so as not to interfere with such other activities and events.
 19. Concessions, Sponsorship. User shall not sell any merchandise, foodstuff or beverages on City's premises without prior written permission of City and City reserves the right to require that food and beverage service, if any, be permitted by the Davis County Health Department. User agrees to incur all cost for obtaining proper Health Department permits.
 20. City's Name and Logo. The User shall not use the City's name or logo in its advertising in such a way as to suggest that the City is a provider or sponsor of the Event, or in any way endorses, operates or is connected with the provision of the Event, the content thereof or any activity incident thereto, except to identify City's address of facility location. The User agrees to submit all press releases and advertisements to the City for review by City Staff before publication. Copies should be faxed or emailed to City Manager's Office.

-
21. Advertisement of Use of Facility. The User shall not post flyers, posters or other advertising matter or otherwise, in or about City's Facilities without having obtained prior written permission of the City. The User shall be permitted to locate directional and identity signage at appropriate locations on City property, as long as such signage is not promotional in any manner. The User shall neither engage in, nor permit any soliciting.
22. Use of Music in Facility. The User warrants that no music, literary or artistic work or property protected by copyright will be performed, reproduced, or used in connection with its activities at the Facilities unless the User, its employees, agents or contractors have obtained permission from the copyright holder or have obtained appropriate licensing to use such works.
23. Compliance with Regulations. The User and its employees, agents, contractors, licensees, guests and invitees shall comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules and regulations, including but not limited to fire, building safety and health codes applicable to the Use of City's Facilities. The User and its employees, agents and contractors shall obtain and maintain in full force and effect, all permits, licenses and authorizations required by governmental and quasi-governmental agencies.
24. Choice of Law. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of Utah, County of Davis.
25. Indemnification. User agrees to defend, indemnify, and hold harmless the City of North Salt Lake, its successors and assigns, and their respective employees and agents to the fullest extent permitted by law from and against any and all claims or demands whatsoever, including associated costs, expenses, and reasonable attorneys' fees incurred on account thereof, that may be asserted by Users agents guests, employees, employees of Users subcontractors or agents, or any other persons for loss, damage, death, or injury to persons or property arising in any manner out of or incident to Users utilization of City facilities and/or Users performance or nonperformance of this Agreement.
26. Insurance. In addition to Workers Compensation and other statutorily required coverage, the User agrees to obtain and maintain at its own cost and expense a broad form General Liability insurance issued by one or more companies authorized to do business in the State of Utah. Under such insurance:
- (i) The City of North Salt Lake shall be identified as an additional named insured;
 - (ii) Liability limits shall be \$2,000,000 combined single limit for personal injury and property damage;
 - (iii) Insurance verification is required at the time of application submittal. The User shall, at the time of application submittal, file with the City of North Salt

Lake a certificate(s) of insurance showing insurance coverage in force prior to start of facility use.

27. Violation. If in the City's reasonable opinion, at any time the User's employees, agents, contractors, licensees, guests or invitees violates an applicable City rule or regulation (including, but not limited to restrictions against the use of drugs and alcohol), or the ordinance or law of the county, the State of Utah or the United States of America, User shall direct the offender to cease and desist from continuing such illegal or improper use. Notwithstanding anything to the contrary contained in this Agreement, the City expressly reserves its right at any time upon prior notice to User (except in emergencies), to cause the removal of any of User's employees, agents, contractors, licensees, guests or invitees, who in the reasonable discretion of the City has engaged or is engaging in undesirable, disruptive or hazardous behavior.
28. Non-assignment. The User shall not assign or transfer this Facilities Use Agreement or allow any other entity to use any portion of the subject Facilities hereunder without the prior written consent of the City.
29. No Joint Venture. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating any employment or agency relationship or partnership or joint venture between User and the City.
30. Entire Agreement. This Facilities Use Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.
31. Inspection. User agrees that the City's authorized representatives may enter upon the licensed Facilities at all reasonable times to make inspection and perform necessary work or to ensure conformity with this Facilities Use Agreement.

32. Contact Person. User will provide, at its own expense, a contact person or liaison between User, User's employees, agents and contractors and City staff. Said liaison will facilitate communication between User's residents and City staff, as the need arises.

33. Notices. All notices by the parties to each other hereunder shall be in writing, addressed as follows:

To: City of North Salt Lake:
Office of the City Manager
10 East Center Street
North Salt Lake, UT 84054

To User: _____
(Name, Title)

(Address)

(City, State, Zip)

(Phone, Email)

34. Violation. The User hereby specifically agrees that any violation of this Agreement may, at the sole discretion of the City, result in the City immediately terminating the use of the Facility by the User, without the refund of any fee paid by User.

35. Review. By signing this Facility Use Agreement, User acknowledges they have reviewed and agree with terms set forth in applicable Trail and/or Athletic Field Use Policies.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date first set forth hereinabove.

City of North Salt Lake _____

FULL LEGAL NAME OF FACILITY USER

By _____ By _____

Name: _____ Name: _____

Title: _____ Title: _____

North Salt Lake City Parks

Rules & Regulations



- NO PETS
- NO GOLFING
- NO HORSEBACK RIDING
- NO MOTORIZED VEHICLES
- NO ALCOHOL
- NO OPEN FIRES
- NO OVERNIGHT PARKING
- NO BICYCLES IN SPLASH PAD
- NO BOUNCE HOUSES, SLIP AND SLIDES, TARPS, TENTS, ETC

HATCH PARK BOWERIES #1 & #2

- Reservations for Bowery #1 and Bowery #2 include exclusive use of the Bowery and the adjacent barbecue pits.
- The tennis, basketball, and **volley ball courts**, baseball fields, and playground equipment CANNOT be reserved. These amenities are available to any patron of the park.
- Restrooms are located on the north side of the Parks building and are open from 7:00AM -10:00PM.

FOXBORO REGIONAL PARK BOWERIES #1, #2 & #3

- Each Bowery includes exclusive use of the barbecue pits located at the adjacent Bowery.
- The splash pad at Foxboro Regional Park is open to all patrons at all times.
- All patrons are asked to shower before entering the splash pad. **Children MUST wear a swim diaper.** **Absolutely no pets allowed on the splash pad.** It is imperative that the splash pad is not contaminated. If the splash pad becomes contaminated, it will be shut down.
- Restrooms are located next to the playground and splash pad and are open from 7:00AM -10:00PM.

IF YOU ENCOUNTER ANY PROBLEMS WITH THE RESERVATION OF A BOWERY, PLEASE CONTACT THE POLICE AT 801-335-8650 DURING REGULAR BUSINESS HOURS OR DISPATCH AT 801-298-6000 AFTER HOURS.

- Please remember to clean up your bowery and remove all garbage. The person who made the reservation may be held responsible for any damage or debris left at the bowery.

Reservations can be made and fees paid on the North Salt Lake City **website NSLcity.org**. For additional information call City Hall at 801-335-8726 Monday - Thursday 7:00 AM to 5:30 PM.

Reservations are in 4 hour blocks of time. 10:00 AM - 2:00 PM and 4:00 PM - 8:00 PM (NO EXCEPTIONS)

Reservations can be made from May 15 through October 15



COMPREHENSIVE FEE SCHEDULE

NOTE: Fee Amounts to be paid are those in effect at the time payment is required

**Proposed Fees for Adoption:
February 1, 2022**

(redline)

10.2 Park Bowery Reservations					
		Weekday Rates (M-Th)		Weekend Rates (F-Sun & Holidays)	
Location	Time	Resident	Non-Resident	Resident	Non-Resident
Legacy Park #1 Large Pavilion East side	10:00-2:00/4:00-8:00	100.00	150.00	120.00	200.00
	ALL DAY (10:00-8:00)	200.00	300.00	240.00	400.00
Legacy Park #2 Near Splash Pad Middle	10:00-2:00/4:00-8:00	50.00	60.00	60.00	70.00
	ALL DAY (10:00-8:00)	100.00	120.00	120.00	140.00
Legacy Park #3 Near Basketball courts West side	10:00-2:00/4:00-8:00	50.00	50.00 60.00	60.00	70.00
	ALL DAY (10:00-8:00)	100.00	70.00 120.00	120.00	140.00
Foxhollow Park	10:00-2:00/4:00-8:00	25.00	50.00	35.00	55.00
	ALL DAY (10:00-8:00)	35.00	70.00	70.00	100.00
Hatch Park #1 Pavilion South side	10:00-2:00/4:00-8:00	25.00	50.00	35.00	55.00
	ALL DAY (10:00-8:00)	35.00	70.00	70.00	100.00
Hatch Park #2 Pavilion North Side	10:00-2:00/4:00-8:00	15.00	25.00	20.00	40.00
	ALL DAY (10:00-8:00)	30.00	55.00	35.00	75.00
Wild Rose Trail head park	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00
Tunnel Springs Pavilion North End	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00
Veteran's Memorial Amphitheater	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00

*A refundable \$200 cleaning deposit required for all park reservations.

10.3 Playing Field Reservations

		Weekday Rates (M-Th)		Weekend Rates (F-Sat) No Reservation on Sunday	
Location	Time	Resident	Non-Resident	Resident	Non-Resident
Legacy Park Field #1 West	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00
Legacy Park Field #2 Center	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00
Legacy Park Field #3 East	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00
Hatch Baseball South	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00
Hatch Baseball North	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00

*A refundable \$200 cleaning deposit required for all field reservations.

10.2 Park Bowery Reservations

		Weekday Rates (M-Th)		Weekend Rates (F-Sun & Holidays)	
Location	Time	Resident	Non-Resident	Resident	Non-Resident
Legacy Park #1 Large Pavilion East side	10:00-2:00/4:00-8:00	100.00	150.00	120.00	200.00
	ALL DAY (10:00-8:00)	200.00	300.00	240.00	400.00
Legacy Park #2 Near Splash Pad Middle	10:00-2:00/4:00-8:00	50.00	60.00	60.00	70.00
	ALL DAY (10:00-8:00)	100.00	120.00	120.00	140.00
Legacy Park #3 Near Basketball courts West side	10:00-2:00/4:00-8:00	50.00	60.00	60.00	70.00
	ALL DAY (10:00-8:00)	100.00	120.00	120.00	140.00
Foxhollow Park	10:00-2:00/4:00-8:00	25.00	50.00	35.00	55.00
	ALL DAY (10:00-8:00)	35.00	70.00	70.00	100.00
Hatch Park #1 Pavilion South side	10:00-2:00/4:00-8:00	25.00	50.00	35.00	55.00
	ALL DAY (10:00-8:00)	35.00	70.00	70.00	100.00
Hatch Park #2 Pavilion North Side	10:00-2:00/4:00-8:00	15.00	25.00	20.00	40.00
	ALL DAY (10:00-8:00)	30.00	55.00	35.00	75.00
Wild Rose Trail head park	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00
Tunnel Springs Pavilion North End	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00
Veteran's Memorial Amphitheater	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00

*A refundable \$200 cleaning deposit required for all park reservations.

10.3 Playing Field Reservations

		Weekday Rates (M-Th)		Weekend Rates (F-Sat) No Reservation on Sunday	
Location	Time	Resident	Non-Resident	Resident	Non-Resident
Legacy Park Field #1 West	2 hour block	10.00	12.00	10.00	12.00
Legacy Park Field #2 Center	2 hour block	10.00	12.00	10.00	12.00
Legacy Park Field #3 East	2 hour block	10.00	12.00	10.00	12.00
Hatch Baseball South	2 hour block	10.00	12.00	10.00	12.00
Hatch Baseball North	2 hour block	10.00	12.00	10.00	12.00

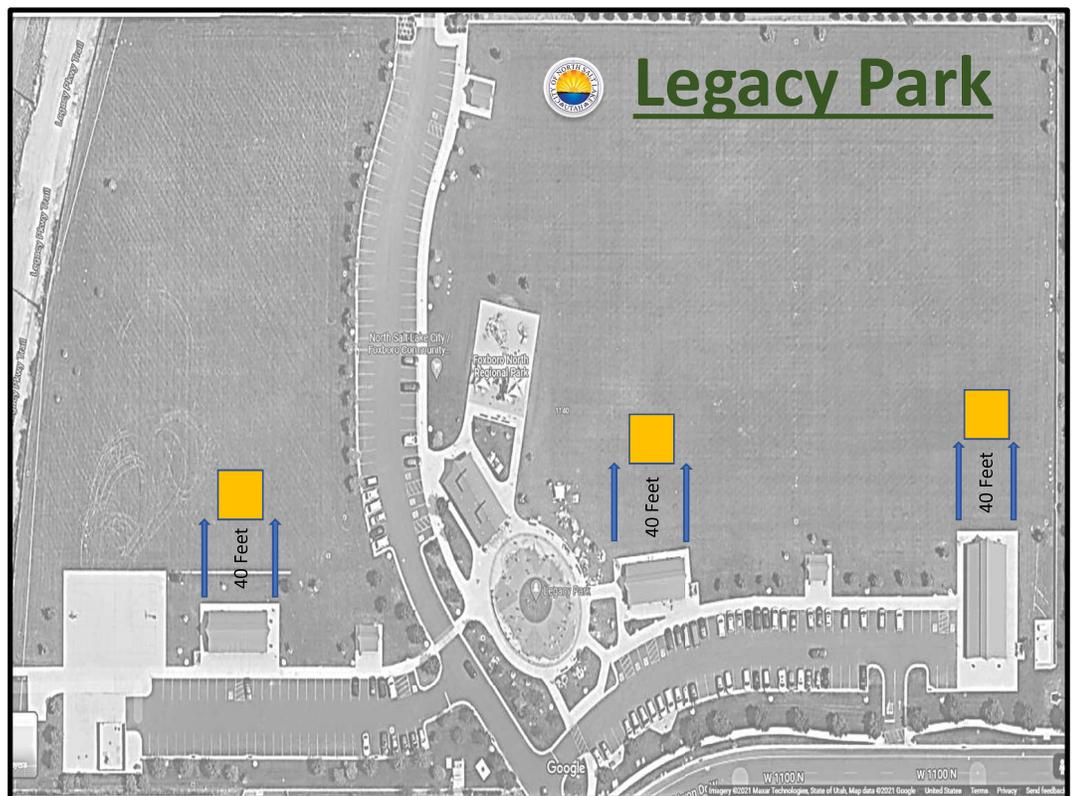
*A refundable \$200 cleaning deposit required for all field reservations.

Applications for bounce houses **must** be submitted and approved by North Salt Lake 72 hours in advance. Email your completed application and waiver [Bounce-House-Permit-Forms \(nslcity.org\)](https://www.nslcity.org/DocumentCenter/View/1000/Bounce-House-Permit-Forms) to publicworks@nslcity.org and contact TJ Riley at 801-381-6585 or tjriley@nslcity.org

 Bounce House placement

Bounce House Rules

- No Water Slides
- Must Bring Own Generator
- No Stakes – Sandbags Only



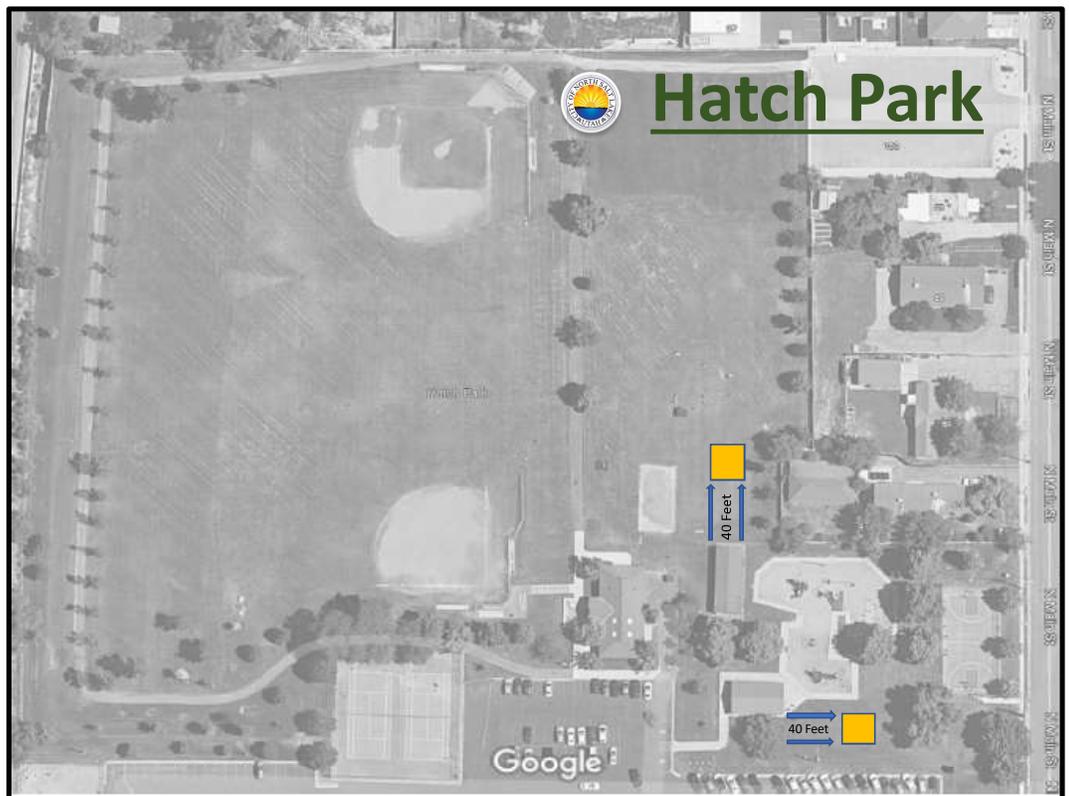
**Maps are for reference points only. Please measure out 40 ft from pavilion concrete.*

Applications for bounce houses **must** be submitted and approved by North Salt Lake 72 hours in advance. Email your completed application and waiver [Bounce-House-Permit-Forms \(nslcity.org\)](https://www.nslcity.org/Forms/BounceHousePermitForms) to publicworks@nslcity.org and contact TJ Riley at 801-381-6585 or tjriley@nslcity.org

 Bounce House placement

Bounce House Rules

- No Water Slides
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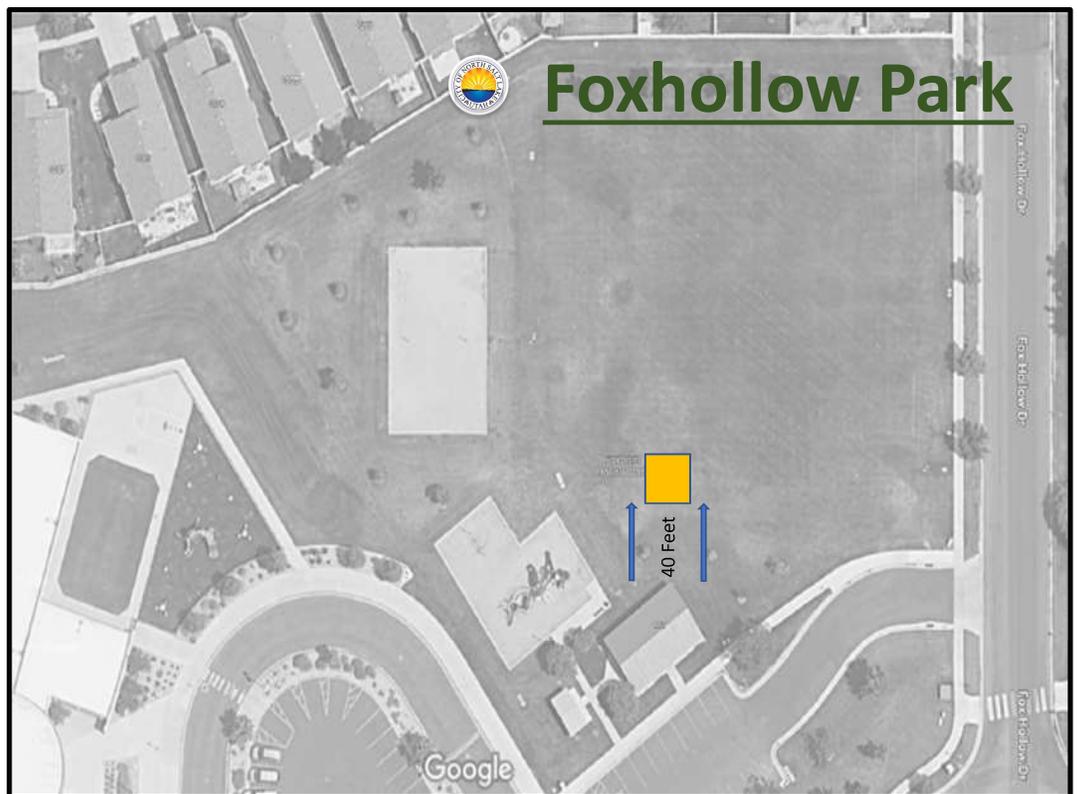
**Maps are for reference points only. Please measure out 40 ft from pavilion concrete.*

Applications for bounce houses **must** be submitted and approved by North Salt Lake 72 hours in advance. Email your completed application and waiver [Bounce-House-Permit-Forms \(nslcity.org\)](https://www.nslcity.org/DocumentCenter/View/1000/Bounce-House-Permit-Forms) to publicworks@nslcity.org and contact TJ Riley at 801-381-6585 or tjriley@nslcity.org

 Bounce House placement

Bounce House Rules

- No Water Slides
- Must Bring Own Generator
- No Stakes – Sandbags Only



**Maps are for reference points only. Please measure out 40 ft from pavilion concrete.*



Report a Problem



Upload Pavilion Photos

RESOLUTION NO. 2022-07R

A RESOLUTION AMENDING THE CITY’S ATHLETIC FIELD USE POLICY, FACILITIES USE AGREEMENT, PARKS RULES AND REGULATIONS, AND COMPREHENSIVE FEE SCHEDULE FOR PARK BOWERY AND PLAYING FIELD RESERVATIONS

WHEREAS, the City of North Salt Lake has a desire to update its Athletic Field Use Policy, Facilities Use Agreement, Parks Rules and Regulations, and Amend the City’s Comprehensive Fee Schedule for Park Bowery and Playing Field Reservations; and

WHEREAS, the City desires to include bounce house rules and maps within the Parks Rules and Regulations; and

WHEREAS, the City desires to implement a QR code system which would allow Park patrons to report on Park issues or concerns; and

WHEREAS, the City Council finds that the proposed changes and fee adjustments are appropriate and necessary to manage the City’s parks and facilities for the enjoyment of the public.

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

Section 1. AMENDED ATHLETIC FIELD USE POLICY, FACILITIES USE AGREEMENT, PARKS RULES AND REGULATIONS, AND CITY’S COMPREHENSIVE FEE SCHEDULE APPROVED. The proposed amendments attached to this resolution shown as Exhibit A are hereby approved.

Section 2. EFFECTIVE DATE. This resolution shall take effect February 1, 2022.

CITY OF NORTH SALT LAKE

Brian J. Horrocks, Mayor

ATTEST:

City Council Vote as Recorded:

City Recorder

Council Member Watts Baskin _____
Council Member Gordon _____
Council Member Porter _____
Council Member Van Langeveld _____
Council Member Knowlton _____

10.2 Park Bowery Reservations					
		Weekday Rates (M-Th)		Weekend Rates (F-Sun & Holidays)	
Location	Time	Resident	Non-Resident	Resident	Non-Resident
Legacy Park #1 Large Pavilion East side	10:00-2:00/4:00-8:00	100.00	150.00	120.00	200.00
	ALL DAY (10:00-8:00)	200.00	300.00	240.00	400.00
Legacy Park #2 Near Splash Pad Middle	10:00-2:00/4:00-8:00	50.00	60.00	60.00	70.00
	ALL DAY (10:00-8:00)	100.00	120.00	120.00	140.00
Legacy Park #3 Near Basketball courts West side	10:00-2:00/4:00-8:00	50.00	50.00 60.00	60.00	70.00
	ALL DAY (10:00-8:00)	100.00	70.00 120.00	120.00	140.00
Foxhollow Park	10:00-2:00/4:00-8:00	25.00	50.00	35.00	55.00
	ALL DAY (10:00-8:00)	35.00	70.00	70.00	100.00
Hatch Park #1 Pavilion South side	10:00-2:00/4:00-8:00	25.00	50.00	35.00	55.00
	ALL DAY (10:00-8:00)	35.00	70.00	70.00	100.00
Hatch Park #2 Pavilion North Side	10:00-2:00/4:00-8:00	15.00	25.00	20.00	40.00
	ALL DAY (10:00-8:00)	30.00	55.00	35.00	75.00
Wild Rose Trail head park	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00
Tunnel Springs Pavilion North End	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00
Veteran's Memorial Amphitheater	10:00-2:00/4:00-8:00	35.00	45.00	45.00	55.00
	ALL DAY (10:00-8:00)	60.00	80.00	80.00	100.00

*A refundable \$200 cleaning deposit required for all park reservations.

10.3 Playing Field Reservations

		Weekday Rates (M-Th)		Weekend Rates (F-Sat) No Reservation on Sunday	
Location	Time	Resident	Non-Resident	Resident	Non-Resident
Legacy Park Field #1 West	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00
Legacy Park Field #2 Center	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00
Legacy Park Field #3 East	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00
Hatch Baseball South	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00
Hatch Baseball North	2 hour block	6.00 10.00	10.00 12.00	10.00	12.00

*A refundable \$200 cleaning deposit required for all field reservations.



NORTH SALT LAKE ENGINEERING

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

BRIAN J. HORROCKS
Mayor

PAUL OTTOSON, PE
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council

From: Paul Ottoson

Date: February 1, 2022

Subject: Rocky Mountain Power Easements along Eaglewood Drive

RECOMMENDATION

Staff recommends approving three Rocky Mountain Power easements on City property adjacent to the Eaglewood Drive right-of-way.

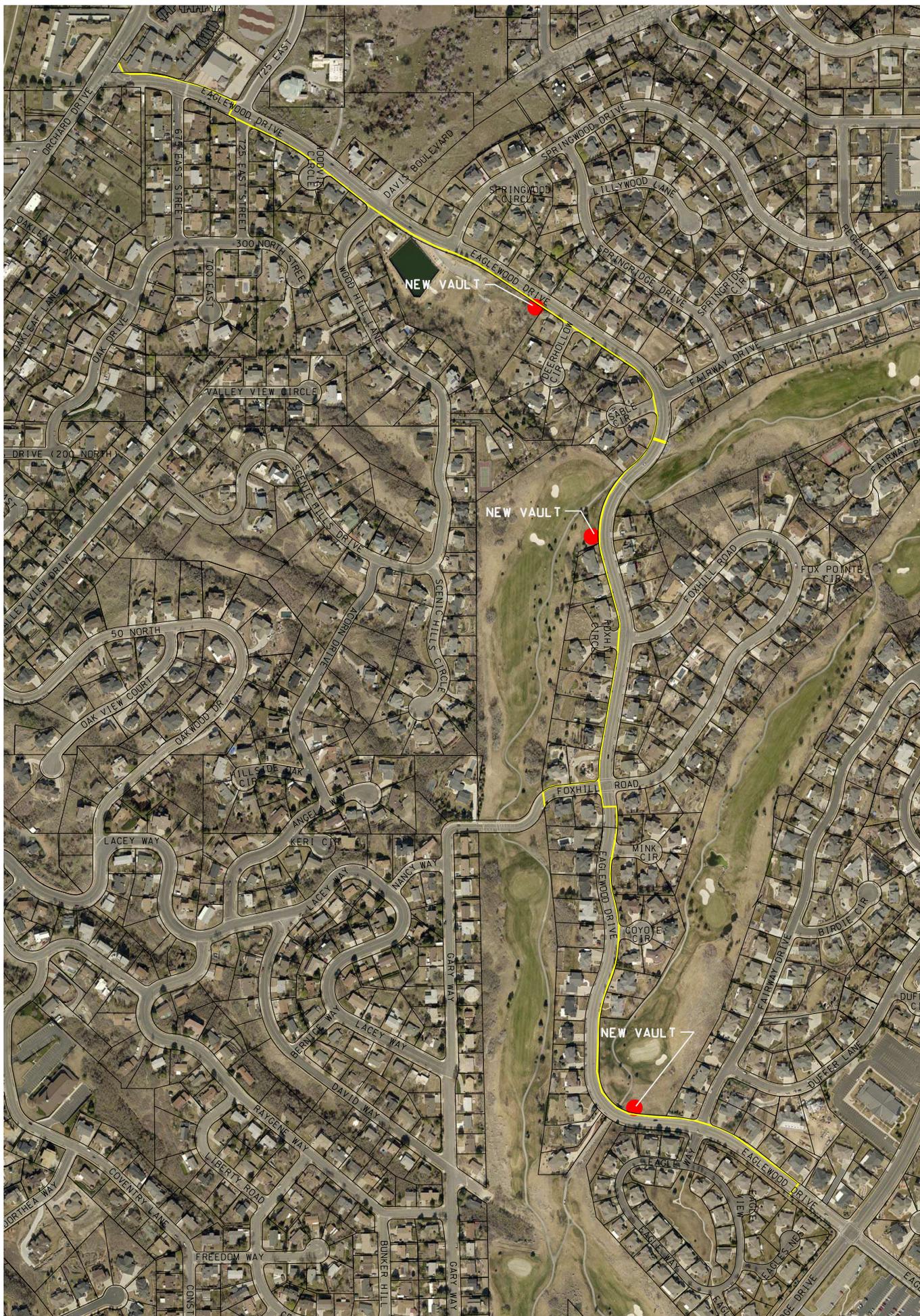
BACKGROUND

Every year, the Engineering Department sends out a list of all the upcoming street reconstruction projects in the City to all the utility companies. We ask that if they have any underground lines that need replacement, those lines need to be replaced before the street construction starts.

Rocky Mountain Power has notified the City that they are in need of expanding their power capacity along Eaglewood Drive from Orchard Drive to Eagleridge Drive (see the attached map). In order to do this work, three power vaults with switchgear boxes need to be installed on City property. One of the boxes will be at the City owned property at Deer Hollow Park and the other two will be on the golf course property. All three easements where the boxes will sit will be directly behind the sidewalk and will be 12 feet wide by 15 feet long.

POSSIBLE MOTION

I recommend City Council approve the three attached easements with Rocky Mountain Power for the installation of power vaults and switchgear boxes and authorize the Mayor to sign the approved easements and any other documents needed to execute the subject easements.



REV05042015

Return to:
Rocky Mountain Power
Lisa Louder/Ian Barker
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: FR_21_02_17_METRO_NORTH SALT LAKE_NSL11
WO#: 8055149
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **the City of North Salt Lake, a municipal corporation** (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 12 feet in width and 15 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Davis** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Easement Exhibit attached hereto and by this reference made a part hereof:

Legal Description:

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH 55°40’ WEST MEASURED BETWEEN THE FOUND MONUMENTS AT INTERSECTION OF EAGLEWOOD DRIVE AND DEER HOLLOW CIRCLE AND THE CENTERLINE P.C. MONUMENT, (EAGLEWOOD ESTATE PLAT “B” SUBDIVISION).THIS BEARING WAS MEASURED IN UTM 12 NORTH, NAD83 ZONE, U.S. SURVEY FEET.

BEGINNING AT A POINT WHICH IS ON THE WESTERN ROW. LINE OF EAGLEWOOD DRIVE, SAID POINT BEING NORTH 55°40’ WEST 153.84 FEET, AND SOUTH 34°20’ WEST 30.00 FEET FROM THE FOUND MONUMENT STREET MONUMENT AT EAGLEWOOD DRIVE AND DEER HOLLOW CIRCLE AND RUNNING, THENCE SOUTH 34°20’ WEST 12.00 FEET; THENCE NORTH 55°40’ WEST 15.00 FEET; THENCE NORTH 34°20’ EAST 12.00 FEET TO THE SAID WESTERN ROW LINE; THENCE ALONG SAID WESTERN ROW LINE SOUTH 55°40’ EAST 15.00 FEET TO THE POINT OF BEGINNING.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST.

CONTAINING 180 SQ.FT. OR 0.004 ACRES

Assessor Parcel No. 010480143

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The Grantee shall repair any damage to the sprinkler system caused by construction activities to the satisfaction of the Grantor, and restore any damaged landscaping to its original condition.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 20__.

BY: _____
Brian J Horrocks, Mayor

STATE OF _____)
) ss.

County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ (representative's name), known or identified to me to be the person whose name is subscribed as _____ (title/capacity in which instrument is executed) of _____ and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)

Residing at: _____ (city, state)

My Commission Expires: _____ (d/m/y)

REV05042015

Return to:
Rocky Mountain Power
Lisa Louder/Ian Barker
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: FR_21_02_17_METRO_NORTH SALT LAKE_NSL11
WO#: 8055149
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Legal Description:

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH 11°42’46” WEST MEASURED BETWEEN THE FOUND MONUMENTS AT INTERSECTION OF EAGLEWOOD DRIVE AND FOXHILL CIRCLE AND THE CENTERLINE P.C. MONUMENT, (EAGLEWOOD ESTATE PLAT “B” SUBDIVISION). THIS BEARING WAS MEASURED IN UTM 12 NORTH, NAD83 ZONE, U.S. SURVEY FEET.

BEGINNING AT A POINT ON THE WESTERN ROW LINE OF EAGLEWOOD DRIVE, SAID POINT BEING NORTH 14°40’00” WEST 75.68 FEET, AND SOUTH 75°20’00” WEST 21.72 FEET FROM THE FOUND P.C. STREET MONUMENT ON EAGLEWOOD DRIVE AND RUNNING, THENCE SOUTH 89°02’55” WEST 12.00 FEET; THENCE NORTH 0°57’05” WEST 15.00 FEET; THENCE NORTH 89°02’55” EAST 12.00 FEET; THENCE SOUTH 0°57’05” EAST 7.50 FEET TO A POINT ON THE WESTERN ROW LINE OF EAGLEWOOD DRIVE; THENCE ALONG SAID ROW WESTERN LINE AND A 350.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CHORD BEARS SOUTH 00°57’05” EAST 15.00 FEET), THROUGH A CENTRAL ANGLE OF 2°27’21”, FOR AN ARC DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST.

CONTAINING 179 SQ.FT. OR 0.004 ACRES

Assessor Parcel No. 010200035

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The Grantee shall repair any damage to the sprinkler system caused by construction activities to the satisfaction of the Grantor, and restore any damaged landscaping to its original condition.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 20__.

BY: _____
Brian J Horrocks, Mayor

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ (representative's name), known or identified to me to be the person whose name is subscribed as _____ (title/capacity in which instrument is executed) of _____ and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)

REV05042015

Return to:
Rocky Mountain Power
Lisa Louder/Ian Barker
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: FR_21_02_17_METRO_NORTH SALT LAKE_NSL11
WO#: 8055149
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Legal Description:

THE BASIS OF BEARING FOR THIS EASEMENT IS SOUTH 42°10'32" EAST 271.95 FEET MEASURED BETWEEN THE FOUND P.C. MONUMENTS ON EAGLEWOOD DRIVE, (EAGLEWOOD ESTATE PLAT "D" SUBDIVISION). THIS BEARING WAS MEASURED IN UTM 12 NORTH, NAD83 ZONE, U.S. SURVEY FEET.

BEGINNING AT A POINT ON THE NORTHERN ROW LINE OF EAGLEWOOD DRIVE BEING NORTH 4°59'13" EAST 30.05 FEET, AND NORTH 85°00'47" WEST 4.31 FEET, FROM THE FOUND STREET MONUMENT ON EAGLEWOOD DRIVE AND RUNNING, THENCE ALONG SAID ROW AND A 170 FOOT RADIUS CURVE TO THE RIGHT, (CHORD BEARS NORTH 81°01'20" WEST 15.00 FEET), THROUGH A CENTRAL ANGLE OF 5°03'26", FOR AN ARC LENGTH OF 15.00 FEET; THENCE NORTH 8°58'40" EAST 12.00 FEET; THENCE SOUTH 81°01'20" EAST 15.00 FEET; THENCE SOUTH 8°58'40" WEST 12.00 FEET TO THE POINT OF BEGINNING.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST.

CONTAINING 182 SQ.FT. OR 0.004 ACRES

Assessor Parcel No. 010350033

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The Grantee shall repair any damage to the sprinkler system caused by construction activities to the satisfaction of the Grantor, and restore any damaged landscaping to its original condition.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this _____ day of _____, 20__.

BY: _____
Brian J Horrocks, Mayor

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20____, before me, the undersigned Notary Public in and for said State, personally appeared _____ (representative's name), known or identified to me to be the person whose name is subscribed as _____ (title/capacity in which instrument is executed) of _____ and acknowledged to me that (he/she/they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)

NOTARY PUBLIC FOR _____ (state)
Residing at: _____ (city, state)
My Commission Expires: _____ (d/m/y)