CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING
NOTICE & AGENDA
JULY 19, 2022

Posted July 18, 2022

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **July 19, 2022** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm in the Council Conference Room followed by the regular session at 7:00 pm in the Council Chambers. Some members may participate electronically.

The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION – 6:00 p.m.

1. Staff Introductions to Mayor and City Council – Public Works
2. Update from Horrocks Engineering on the Grade Separation for 1100 North Bridge Project
3. Discussion with Cross E Ranch Regarding Possible Annexation of Their Property Only, for Industrial Uses
4. Adjourn

REGULAR SESSION – 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Councilmember Gordon
3. Citizen Comment
4. Consideration of Master Services Agreement with ETS Communications, LLC for Services Related to IT, Phone, Internet, Software, Electronic Door Maintenance and Camera Systems
5. Consideration of Resolution 2022-24R: A Resolution Amending the City's Comprehensive Fee Schedule Related to Sanitation Rates
6. Consideration of Bid Award for the Main Street Water Line and Street Reconstruction Project from Highway 89 to Center Street in the Amount of $400,733.33
7. Consideration of a Concept Plan for Phoenicia Place Subdivision, a Two Lot Commercial Subdivision at 480 North Cutler Drive, Brad Nelson, Spectrum Academy, Applicant
8. Consideration of a Preliminary Plan and Final Plat for 1100 North Krause Crossing Subdivision, a Two Lot Commercial Subdivision at 1096 North Redwood Road, Nate Abbott, Galloway & Company, Applicant
9. Consideration of Ordinance 2022-04, Rezoning Lot 2 of the Krause Crossing Subdivision at approximately 723 West 1100 North, from General Commercial (CG) to Manufacturing Distribution (MD), Dale VanWagoner, Wright Development Group, Applicant

10. Presentation from Utah Transit Authority (UTA) Regarding Micro Transit Plans Including "UTA on Demand" Service in South Davis County

11. Consideration of a General Development Plan Request for Clifton Towns Located at Approximately 2596 South and 1095 North Redwood Road, Containing For-Sale Townhomes and 2 Commercial Lots, Taylor Spendlove, Brighton Homes Utah LLC, Applicant

12. Approval of City Council Minutes of June 21, 2022 and June 28, 2022

13. Action Items

14. Council Reports

15. City Attorney Report

16. Mayor's Report

17. City Manager Report

18. Adjourn

CLOSED SESSION

1. Possible closed session for the purpose of discussing the character professional competence, or physical or mental health of an individual; to discuss pending or reasonably imminent litigation; to discuss the purchase, exchange, sale, or lease of real property; or to discuss the deployment of security personnel, devices, or systems. *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 Deputy 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 18th day of July, 2022.

Dated this 18th day of July, 2022.

Wendy Page

CITY OF NORTH SALT LAKE CORPORATE SEAL 1946 STATE OF UTAH

CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: July 19, 2022

SUBJECT: Consideration of Master Services Agreement with ETS Communications, LLC for Services Related to IT, Phone, Internet, Software, Electronic Door Maintenance and Camera Systems

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RECOMMENDATION

I recommend approval of the Master Services Agreement with ETS Communications, LLC for Services Related to IT, Phone, Internet, Software, Electronic Door Maintenance and Camera Systems.

BACKGROUND

The City has been using the services of the ETS Communications for many years to assist us with our IT needs. As we have grown, our services with ETS have also expanded and now include phone and internet services, maintenance of software platforms, electronic door maintenance and our citywide camera system. ETS approached us recently to approve a master services agreement to cover all of those services and City staff believes that the proposed agreement will be beneficial to the City as we expand and continue to build and maintain all of these systems.

The costs of these services vary from year to year depending upon the City's hardware and software needs (see Exhibit B). The fixed costs for the first year of the contract is $81,698.58 and does not include work orders when we have a need for ETS to assist with random problems. Last year, the City paid $97,094.54 for the same services and we expect that we will pay a similar amount in the current fiscal year.

There is one change in services proposed in this agreement which is to adopt specific terms for maintaining the City's cameras system. Up until now, we have not had any agreement or identified the costs of maintaining that system. The proposed agreement will help us to have a more formal and fixed protocol in cases where the City needs to maintain and expand that important system.

The length of this agreement is for three (3) years and the costs are outlined in Exhibit B. I believe that this is a great tool and should help us to know and understand future costs and provide better predictability. ETS has done a great job for the City over the years and is very responsive when we have needs.

There are three documents attached to this memo: 1) the Master Services Agreement (with Exhibits A & B); 2) a document entitled, ETS Communications, LLC (4 pages); and, 3) a one-page Mission, Vision and Values page.

PROPOSED MOTION

I move the City Council approve the Master Services Agreement with ETS Communications, LLC for Services Related to IT, Phone, Internet, Software, Electronic Door Maintenance and Camera Systems.

THIS MASTER SERVICES AGREEMENT ("MSA") is effective as of the last date when fully-executed ("Effective Date") and entered into between the undersigned client ("Client," "Customer," "you," or "your") and each entity listed in an attached **Exhibit A** and **Exhibit B** ("Company," "ETS," "our," "us," or "we"). ETS or Client is a "party" and ETS and Client are the "parties."

Recitals

WHEREAS, Client may select various goods and services (collectively "Services") from various ETS companies (collectively "ETS");

WHEREAS, the Services you choose will be subject to this MSA, plus any applicable **Terms and Conditions** (Found here: https://etscorp.com/terms which contains, generally, additional terms applicable to the Services, and is not required to be executed by the parties) and any applicable **Exhibit A & B** (which contains, generally, additional terms applicable to the Services, such as scope of work and pricing, which is required to be executed by the parties) attached to this MSA as described herein; and

WHEREAS, the ETS company that will be responsible in all respects for providing applicable Services will be as listed in an applicable **Exhibit A** and **Exhibit B** attached to this MSA.

NOW, THEREFORE, in consideration of the foregoing preamble and recitals, which are incorporated in full by reference, and the following covenants, promises, representations, and warranties, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

Agreement

1. Services. ETS shall deliver and perform the "Services" as applicable as expressly described in attached **Exhibits.**

2. Payment. Unless otherwise expressly stated in this MSA, unless specified otherwise in **Exhibit B**, ETS shall invoice Client for the Services in advance for the amounts and on the terms described in attached **Exhibit B**. Client shall pay all amounts when due, and in any event within 30 days of ETS' delivery of an invoice. To the maximum extent permitted by applicable law, past due amounts are subject to a late charge of 1% per month (12% per year) beginning the due date until paid in full. Client shall have the right to withhold payment to ETS for reasonably disputed charges by delivering written notice to ETS within such 30-day period and, in such event, the parties shall use commercially best efforts to resolve the dispute; provided, that Client shall be deemed to have waived any disputed charges not noticed to ETS within such 30-day period. In no event will Client be liable to ETS for more than the invoiced amounts for Services, unless expressly stated in **Exhibit B** or otherwise agreed to in writing by the parties.

CONTINUED ON NEXT PAGE

3. Change Orders. Any changes to the Services listed in attached **Exhibit A** or **B** shall require a written change order ("Change Order"). No change order will be valid unless signed by both parties. Client acknowledges that changes to an **Exhibit A** or **B** usually require a Change Order, to be referenced in a new **Addendum** to attached Exhibits, which can affect scope of work, deliverables due dates, and pricing. In the event Client desires to make any modifications to an **Exhibit A** (such as, without limitation to Specifications, as defined therein, or a deliverable), Client must provide a detailed Change Order in writing as described in this MSA. Client acknowledges that if Client provides a Change Order to ETS, ETS has the right to terminate this Agreement and the applicable **Exhibit A**, and to receive payment for Services or to revise the payment due by Client to ETS under **Exhibit B**.

4. Deliverables Due Dates. The parties shall use commercially reasonable efforts to cooperate with each other to facilitate performance of their respective obligations under this MSA. The parties acknowledge that deliverables due dates may be affected by factors such as acts of God, force majeure events beyond either party's reasonable control, and Change Orders, and upon the occurrence of any such factor, the parties shall exercise commercially reasonable efforts to adjust deliverables due dates to the extent reasonably required under the then-existing circumstances.

5. Warranty and Warranty Period. The Services shall be subject to the following warranty ("Warranty"): (a) For any equipment and related parts that comprise the Services, such equipment shall be subject to manufacturer's express warranty; and (b) for all other Services, for a period of one year from Acceptance ("Warranty Period"), ETS warrants: (i) Services shall substantially conform to express terms of this MSA, and (ii) Services shall be free from defects. The Warranty shall not apply in cases of damage or defect caused by abuse, alterations to the Services not performed by ETS, improper or insufficient maintenance, improper operation, normal wear and tear and normal usage, or to claims for Warranty made after the Warranty Period. Client shall deliver notice of a claim under the Warranty within the Warranty Period to ETS. Upon receipt of written notice of a claim under the Warranty, ETS shall immediately (but in no event greater than 30 days), in its sole discretion, repair, replace, or reperform the Services. If more time greater than 30 days is required for reasons outside of ETS' reasonable control, ETS shall immediately notify Client. ETS shall notify Client of substantial completion of the repair, replacement, or reperformance, and thereafter Client shall deliver to ETS notice of acceptance or rejection of the Warranty work. If Client delivers notice of rejection, ETS shall have one final 30-day period to repair, replace, or reperform the Services. If ETS determines in its sole and reasonable discretion that it cannot make repair, replace, or reperform, then as Client's sole and exclusive remedy for the Services, ETS shall refund to Client the pro rata amount reasonably apportioned to the non-conforming Service for the then-remaining Term.

6. Term. The Term of this MSA shall begin on the Effective Date and remain in effect until terminated in accordance with this MSA ("Term").

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7. Termination. This MSA shall terminate as follows: (a) immediately as required by law; (b) by mutual written agreement of the parties; (c) 30 days after a non-breaching party has delivered written notice of a breach of this MSA to the breaching party, and such breach remains uncured (provided, however, that Client's payment obligations hereunder shall not be subject to a cure period); (d) upon the completion of all applicable **Exhibits B** plus the expiration of an applicable Warranty Period; (e) upon expiration of the Term; (f) immediately if any party becomes insolvent or the subject of a voluntary or involuntary bankruptcy action, or becomes the subject of a receivership, custodianship, or the like; or (g) immediately by us if you fail to pay us timely all amounts you owe us under this MSA. If we terminate this MSA due to **Sections 7(c)** or **Sections 7(g)** of this MSA, you shall pay us, as a non-exclusive remedy, all past due amounts, and interest up to the date of termination, plus the amounts we could have billed you in the then-remaining Term if applicable, plus our costs of collections, including attorneys' fees. The following Sections of this MSA shall survive any termination or expiration for any reason: **2, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18** and **19**.

8. Relationship. This MSA is non-exclusive, meaning Client may contract with other suppliers for services the same or similar to the Services, and ETS may provide services to competitors of Client that are the same or similar to the Services. ETS is and shall be at all times during the Term of this MSA an independent contractor in fact and law, and not an employee of Client. Neither party shall hold itself out as an employee, joint venturer, agent, representative, or partner of the other party, and neither party shall have any power or authority to incur any debt, obligation, or liability on behalf of the other party except as expressly stated herein.

9. Subcontractors. ETS may contract with contractors to perform the Services under this MSA, provided, however, that ETS shall be liable for the acts and omissions of such contractors the same as if ETS had committed acts and omissions.

10. Insurance. During the Term of this MSA, ETS shall maintain, at its sole expense, for itself and its employees and contractors, insurance coverage policy for comprehensive general liability, workers compensation and property damage in an amount not less than $2,000,000 per occurrence with a $3,000,000 aggregate and professional liability insurance in the amount of at least $500,000. ETS shall name Client as an additional insured. ETS shall notify Client immediately if any such coverages are subject to cancellation or non-renewal. ETS shall provide Client with evidence of insurance coverages upon request.

11. Confidentiality. Neither party shall disclose to any person or entity any confidential or proprietary information of the other party including the contents of this MSA, trade secrets, methods, systems, lists of

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party's customers and potential customers, vendors, suppliers, contractors, and employees, reports, pricing and pricing methodology, market plans and strategies, intellectual property, and other such information of any nature (the foregoing in this Section, "Confidential Information"), whether marked as confidential, made available by a party to the other party under this MSA. Each party shall maintain Confidential Information as confidential during the Term of this MSA and after its termination or expiration.

12. Representations and Warranties.

A. By ETS. ETS represents and warrants to Client as of the Effective Date and during the Term of this MSA the following: (i) ETS is under no restriction to enter into this MSA, (ii) ETS shall comply with all applicable federal, state, and local laws in its performance under this MSA, (iii) ETS is free to enter into this MSA and under no disability, restriction, prohibition, or agreement that will interfere in any manner with its performance under this MSA; and (iv) the undersigned individual who signs on behalf of ETS is duly authorized to execute this MSA.

B. By Client. Client represents and warrants to ETS as of the Effective Date and during the Term of this MSA the following: (i) Client is under no restriction to enter into this MSA, (ii) Client shall comply with all applicable federal, state, and local laws in its performance under this MSA and in Client's use of the Services, (iii) Client is free to enter into this MSA and under no disability, restriction, prohibition, or agreement that will interfere in any manner with Client's performance under this MSA; (iv) the undersigned individual who signs on behalf of Client is duly authorized to execute this MSA; (v) Client has evaluated the Services and has determined that such Services are adequate for its business needs, and (vi) Client has determined that it has the requisite staff, systems, resources, and infrastructure to use such Services and that it possesses the requisite skill and experience to make the foregoing determinations to enter into this MSA.

13. Indemnification.

A. By ETS. ETS shall indemnify, defend, and hold harmless Client and its affiliates, and their shareholders, directors, members, managers, officers, employees, contractors, representatives, agents, suppliers, customers, attorneys, insurers, successors in interest, and assigns from and against any and all claims or liability of a third party (collectively, "Client Claims") directly arising out of or in connection with ETS' breach of this MSA, including a breach of a representation and warranty in **Section 12** above. The indemnity in this **Section 13a.** shall not apply to the extent of Client's negligence.

B. By Intellectual Property Infringement. Without expanding any other limitations in this MSA, ETS shall defend, indemnify, and hold harmless Client for and from any third party claim, damage, expense, liability, judgment, or loss alleging the Services infringe such third party's

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intellectual property rights ("IP Claim"), provided, that Client shall promptly notify ETS of such IP Claim, and ETS shall at its sole expense, in its sole discretion, and as Client's sole remedy for any IP Claim: (i) promptly undertake to procure for Client the right to continue using applicable Services subject to such IP Claim; (ii) promptly modify such Services to make them non-infringing but functionally equivalent; (iii) promptly substitute such Services with a replacement that is non-infringing but is functionally equivalent; or (iv) terminate the applicable **Exhibits** to which the applicable Services pertain, refund Client for any prepaid fees for such Services, and excuse the parties' from any further performance obligations under an applicable attached **Exhibits** for such Services. ETS shall not have any indemnity obligations under this **Section 13b** to the extent the IP Claim is based upon, in whole or in part, Client's specifications, Client's breach of this MSA, or Client's negligence.

C. By Client. Client shall indemnify, defend, and hold harmless ETS and its affiliates, and their shareholders, directors, members, managers, officers, employees, contractors, representatives, agents, suppliers, customers, attorneys, insurers, successors in interest, and assigns from and against any and all claims or liability of a third party (collectively, "ETS Claims") directly arising out of or in connection with Client's breach of this MSA, including a breach of a representation and warranty in **Section 12** above. The indemnity in this **Section 13c.** shall not apply to the extent of ETS' negligence.

14. Disclaimers, Limitations of Liability.

A. IN NO EVENT WILL EITHER PARTY BE LIABLE HEREUNDER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MSA, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, WHETHER ARISING IN TORT, INCLUDING NEGLIGENCE, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS MSA WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT TO ETS UNDER THIS MSA.

C. ETS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. ETS DOES NOT PROMISE OR GUARANTEE ANY LEVEL OF REVENUE OR BUSINESS AS A RESULT OF THE SERVICES.

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E. ETS DOES NOT GRANT OR ASSIGN TO CLIENT ANY RIGHT, TITLE, INTEREST, OR LICENSE IN OR TO ANY PROPERTY, WHETHER TANGIBLE, INTANGIBLE, REAL, OR OTHERWISE.

15. Notices. All notices required or permitted in this MSA shall be in writing and shall be deemed to have been duly given if hand-delivered with confirmation of delivery, or sent by First Class U.S. Mail, return receipt requested, postage pre-paid, return receipt requested, or sent by reputable courier company, postage pre-paid, proof of delivery requested, to the registered agent listed on a party's state of formation, or such other address as may be provided in accordance with this Section.

16. Assignment. No party may assign this MSA, except with the written consent of the other party; provided, however, that ETS may assign this MSA in the event of a merger, business reorganization, or the like. Any assignment, delegation, or subcontract not made in accordance with this **Section 16** shall be void and shall have no effect. This MSA shall inure to the benefit of and bind the respective parties' permitted successors and assigns.

17. Construction. This MSA together with any applicable Exhibit attached to and in accordance with this MSA, each of which is included in this MSA in full by this reference, constitutes the entire agreement of the parties concerning the subject matter hereof. This MSA supersedes any and all agreements, arrangements, dealings, and understandings, whether oral or written, heretofore made by the parties with reference to the subject matter hereof. This MSA and any applicable exhibit may not be modified without the written agreement of the parties. If there is a conflict between this MSA and an exhibit, the conflicting term in this MSA shall prevail. The provisions of this MSA shall not be construed for or against a party on the basis that a party is deemed the drafter of this MSA. The word "including" shall be deemed to mean "including, without limitation," each as the context may require. Any failure by either party to exercise any of its rights hereunder shall not be deemed a waiver of any rights or remedies that such party may have. Previous custom, practice, or course of dealing shall not be deemed a waiver of any rights or remedies that the parties may have hereunder. If a court of competent jurisdiction determines that any provision of the MSA is void, invalid, or unenforceable, the remainder of the MSA shall continue in full force and effect as if such provision were not contained herein, and the parties shall agree upon a substitute provision, and failing agreement of the parties then such court shall determine a substitute provision most closely approximating the provision to be replaced as written.

18. Enforcement. This MSA shall be governed by, construed, and enforced in accordance with the laws of the State of Utah, without regard to its conflicts or choice of law principles. The UCC shall not apply to this MSA and its attached Exhibits. The exclusive venue for any judicial action arising out of this MSA shall the federal and state courts of competent jurisdiction located in Salt Lake City, Utah, and the parties hereby waive any claim that such venue is inconvenient. The prevailing party in any such action shall be entitled

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to collect from the non-prevailing party, in addition to any rights and remedies under this MSA, at law, or in equity, its reasonable costs, fees, and expenses, including, attorneys' fees, court costs, depositions, travel expenses, and expert witness fees.

19. Counterparts. The MSA may be executed in counterparts, including by electronic signature, and may be exchanged by facsimile or electronic transmission, each of which shall be deemed an original for all purposes and together shall constitute one document.

[Signature Page Follows]

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ACCEPTED AND AGREED:

ETS: Eminent Technical Solutions

Signature: _____

Print Name: _____

Title:_____

Date: _____

CUSTOMER:

Signature: _____

Print Name: _____

Title:_____

Date: _____

IT Managed Services:

Provider may provide technical services as follows:

Maintenance and support of the core network. Maintenance and support of the core network based on requirements as discussed with client. This could include, but is not limited to:

1. Ongoing management of data & records: Files, digital media, document management systems, software licensing, contractual information and historical data in accordance with Client's retention schedule.
2. Ongoing management of network connectivity: Internet connection, firewall, network switches (Layer2/Layer3), and remote/VPN access. Connectivity for Main and Remote Offices including SD-WAN.
3. Name resolution and IP management (two tiers of DNS): Internal/external management.
4. Ongoing general management of core servers and services such as Virtual servers, DNS, DOMAIN, WEB, APPLICATION, DATABASE, VPN, MAIL, Office 365, PRINT, FILE, & BACKUP.
5. Vendor Certified updates and other system-wide patches and updates such as VMware, Ubiquiti, Cisco, Microsoft, Apple, Windows Server 2008/2012/2016/2019, Exchange 2007/2010/2012/2016/2019 & macOS Server, server services, Windows, and anti-virus. Patches are routinely tested and verified prior to installation.
6. Consulting for web related systems and infrastructure.
7. Maintenance of existing user and network resources: Usernames & passwords, logon scripts, network shares, and printers. (At the request of the client, creation of new users, services and/or software licensing, within accounts will be billed on an additional support request or project estimate at their contractual rate.)
8. General consultation for off the shelf and custom user applications and document management systems, not developed by ETS. *Note: in the event that one or any of these services is broken or not active, Provider will quote a replacement solution.
9. System-wide and application-specific backups. System wide backups refers to data backups of the core services and user file shares. Application-specific backups refers to data backups necessary to restore the state of a user application. Both are periodically audited for integrity. Excludes locally stored user data and profiles.
10. System Security and Threat Management: Viruses, malware, spyware, and network security scans both internal and external.

11. Documentation of systems and services: Configurations, changes, designs, and implementations.
12. Access to online Help Desk system to input support requests, track service and receive priority service for service issues.
13. Systems monitoring: 24x7x365 systems monitoring, uptime monitoring for client systems and exception monitoring for custom applications.
14. Access to 24x7x365 tech support, remote and on-site.
15. Connectivity: Monitoring and resolving connectivity of the core network pertaining to individual PCs, Macs, tablets and other devices.

Provider Products. Maintenance, installation and support of core network products. Note those listed below are typical core network products which vary by network. When purchased by Provider, Client shall be billed additionally for required software, licenses and subscriptions.

1. Co-location and Hosting services required outside of Client owned data center(s).
2. SSL certificates and SSL certificate renewal.
3. DNS
4. Firewall / UTM Services.
5. Off-site backup annual subscription.

Phone System Services:

Provider may provide phone services as referenced in an attached Exhibit B and/or project quote(s).

Internet Services:

Provider may provide internet services as referenced in attached Exhibit B Pricing and/or project quote(s).

Software Development Services:

Provider may provide software development services as follows:

Software Development. Maintenance and support of software systems based on requirements as discussed with client. This could include, but is not limited to:

1. Managed hosting
2. Backups of user generated content
3. SSL certificate management
4. Domain management

5. Platform updates
6. Application monitoring
7. Maintenance of agreed upon software/website users and resources: Usernames & passwords, logins.
8. Defect repair/bug fixes
9. Enhancements/new features
10. Support for ETS-developed software and websites
11. General consultation
12. Web application development
13. Mobile application development
14. Website development

Door Access Control Services:

Provider may provide door services as follows:

Door Maintenance. Maintenance and support of door access system based on requirements as discussed with client. This could include, but is not limited to:

1. Cloud Access
2. Managed Access
3. Remote troubleshooting- Service call 's not included (billed per incident after system has been established)
4. Software/Firmware Updates
5. Vendor certified updates and new features

Camera Maintenance Services:

Provider may provide camera services as follows:

Camera Maintenance. Maintenance and support of camera system based on requirements as discussed with client. This could include, but is not limited to:

1. Quarterly Camera Inspection & Cleanings
2. Perpetual System maintenance
3. Semi-Monthly Monitoring
4. Quarterly Hour system training
5. Sample Recordings Day/Night
6. Camera View Inspection and System Assessment

7. 48 Hour broken camera replacement

Exhibit B - Pricing (On-Site) Draft

Costs Under Service Agreement

A.	IT Managed Services	Term Length	Year 1 Rate	Year 1 Estimated Monthly Amt	Year 1 Estimated Yearly Amt	Year 2 Rate	Year 2 Estimated Monthly Amt	Year 2 Estimated Yearly Amt	Year 3 Rate	Year 3 Estimated Monthly Amt	Year 3 Estimated Yearly Amt
	Maintenance Services										
1	Maintenance and Support of the Core Network (see Exhibit A)***			$ 2,000.00	**$ 24,000.00**		$ 2,120.00	**$ 25,440.00**		$ 2,247.20	**$ 26,966.40**
2	Monthly Support Calls/Work Orders 8:30am-5:30pm		$ 95.00	Per Use	**Per Use**	$ 95.00	Per Use	**Per Use**	$ 100.00	Per Use	**Per Use**
3	After Hours Billing Rate 5:31pm-8:29am*		$ 142.50	Per Use	**Per Use**	$ 142.50	Per Use	**Per Use**	$ 150.00	Per Use	**Per Use**
	Core Network Products and Licensing		Annual Billing Date			Annual Billing Date			Annual Billing Date		
4	ETS Off-site Backup Annual Subscription ($700/TB)		July	Per Use		July	Per Use		July	Per Use	
5	ETS Cloud-Hosted Unifi Controller (19 Locations - 70 devices total)**		July		**$ 1,493.00**	July		**$ 1,493.00**	July		**$ 1,493.00**
6	Annual RMM Software (18 Servers including virtual servers)**		July		**$ 384.00**	July		**$ 384.00**	July		**$ 384.00**
7	Annual Firewall Subscription (SF SW/Virtual XG Instance)	36 Month			**PAID**			**PAID**			**PAID**
8	Office 365 Subscriptions: Azure AD P2 (1) Exchange P1 (155) Business Standard (33) Business Basic (4)**	Annual Commitment	Per Use		**$ 7,680.00**			**$ 7,680.00**			**$ 7,680.00**
9	Vmware Essentials Plus Kit	36 Month			**Quote Required**			**Quote Required**			**Quote Required**
10	Sophos Intercept X Advanced for Worksation(109) and Server(17) - Expires 18 Mar 2023	36 Month			**PAID**			**$ 14,443.00**			**PAID**
				Estimated Totals:			Estimated Totals:			Estimated Totals:	
	Total IT Managed Services			**$2,000.00**	**$33,557.00**		**$2,120.00**	**$49,440.00**		**$2,247.20**	**$36,523.40**

B.	Phone/Internet Services	Term Length	Year 1 Rate	Year 1 Estimated Monthly Amt	Year 1 Estimated Yearly Amt	Year 2 Rate	Year 2 Estimated Monthly Amt	Year 2 Estimated Yearly Amt	Year 3 Rate	Year 3 Estimated Monthly Amt	Year 3 Estimated Yearly Amt
	Phone Services										
1	MRC Billed Upon Service Activation (Taxes and Usage Not Included) -Hosted VoIP PBX -Server Licensing and Maintenance (32 SIP Pro Server License) -DID numbers for client use (133 Quantity) - Directory Listing (4 Quantity) - Digital Converted Analog Service (6 Quantity) -User and Device ETS unlimited support (83 Quantity) -User and Device ETS unlimited warranty (83 Quantity)	36 Month	Per Use	$ 1,271.66	**$ 15,259.92**		$ 1,271.66	**$ 15,259.92**		$ 1,271.66	**$ 15,259.92**
	Internet Services										
2	1GB Dedicated SLA Fiber Internet w/ETS SD-WAN Services	36 Month		$700.00	**$ 8,400.00**		$700.00	**$ 8,400.00**		$700.00	**$ 8,400.00**
3	ETS PTP SD-WAN (Tunnel Springs) *Up to 100Mbps*	Month to Month		$425.00	**$ 5,100.00**		$425.00	**$ 5,100.00**		$425.00	**$ 5,100.00**
				Estimated Totals:			Estimated Totals:			Estimated Totals:	
	Total Phone and Internet			**$2,396.66**	**$23,659.92**		**$2,396.66**	**$23,659.92**		**$2,396.66**	**$23,659.92**

C.	Low-Voltage Services	Term Length	Year 1 Rate	Year 1 Estimated Monthly Amt	Year 1 Estimated Yearly Amt	Year 2 Rate	Year 2 Estimated Monthly Amt	Year 2 Estimated Yearly Amt	Year 3 Rate	Year 3 Estimated Monthly Amt	Year 3 Estimated Yearly Amt
1	Monthly Support Calls/Work Orders 8:30am-5:30pm	**36 Months**	$ 95.00	Per Use	**Per Use**	$ 95.00	Per Use	**Per Use**	$ 100.00	Per Use	**Per Use**
2	After Hours Billing Rate 5:31pm-8:29am		$ 142.50	Per Use	**Per Use**	$ 142.50	Per Use	**Per Use**	$ 150.00	Per Use	**Per Use**
	PTP Network (Option 1)										
3	Maintenance and Support of PTP Network		$555	$ 555.00	**$ 6,660.00**	$ 555.00	$ 555.00	**$ 6,660.00**	$ 555.00	$ 555.00	**$ 6,660.00**
4	CM-1157 Wireless Infrastructure Improvement Charge				**Quote CM-1157**	$ -	$ -	$ -		$ -	$ -
	Door Access Control Locations										
5	City Hall/ Police includes alarm	$50/site	$ 50.00	$ 50.00	**$ 600.00**	$ 50.00	$ 50.00	**$ 600.00**	$ 50.00	$ 50.00	**$ 600.00**
6	Public Works, Alger Tank, Gary Tank, New Well, Legacy Park, 1100 North, 5200 Well, Deer Hollow, Hole 8, Golf Course, Turf Shack	$10/site	$ 110.00	$ 110.00	**$ 1,320.00**	$ 110.00	$ 110.00	**$ 1,320.00**	$ 110.00	$ 110.00	**$ 1,320.00**
	Cameras Maintenance Option	**Qty**									
7	City Hall/ Police (Qty.23)	23	$ 10.00	$ 230.00	**$ 2,760.00**	$ 10.00	$ 230.00	**$ 2,760.00**	$ 10.00	$ 230.00	**$ 2,760.00**
8	Public Works/ Parks (Qty.48)	48	$ 10.00	$ 480.00	**$ 5,760.00**	$ 10.00	$ 480.00	**$ 5,760.00**	$ 10.00	$ 480.00	**$ 5,760.00**
9	Golf Course (Qty.12)	12	$ 10.00	$ 120.00	**$ 1,440.00**	$ 10.00	$ 120.00	**$ 1,440.00**	$ 10.00	$ 120.00	**$ 1,440.00**
				Estimated Totals:			Estimated Totals:			Estimated Totals:	
	Total Door Access Controls and Cameras			**$1,545.00**	**$18,540.00**		**$1,545.00**	**$18,540.00**		**$1,545.00**	**$18,540.00**

D.	Software Development	Term Length	Year 1 Rate	Year 1 Estimated Monthly Amt	Year 1 Estimated Yearly Amt	Year 2 Rate	Year 2 Estimated Monthly Amt	Year 2 Estimated Yearly Amt	Year 3 Rate	Year 3 Estimated Monthly Amt	Year 3 Estimated Yearly Amt
	Maintenance and Support										
1	Monthly Support Calls/Work Orders 8:30am-5:30pm		$ 125.00	Per Use	**Per Use**	$ 125.00	Per Use	**Per Use**	$ 125.00	Per Use	**Per Use**
2	After Hours Billing Rate 5:31pm-8:29am		$ 187.50	Per Use	**Per Use**	$ 187.50	Per Use	**Per Use**	$ 187.50	Per Use	**Per Use**
	Licensing and Certifications										
				Per Use	**Per Use**		Per Use	**Per Use**		Per Use	**Per Use**
				Estimated Totals:			Estimated Totals:			Estimated Totals:	
	Total Software Development			**$0.00**	**$0.00**		**$0.00**	**$0.00**		**$0.00**	**$0.00**

E.	High-voltage Electrical Services	Term Length	Year 1 Rate	Year 1 Estimated Monthly Amt	Year 1 Estimated Yearly Amt	Year 2 Rate	Year 2 Estimated Monthly Amt	Year 2 Estimated Yearly Amt	Year 3 Rate	Year 3 Estimated Monthly Amt	Year 3 Estimated Yearly Amt
1	Monthly Support Calls/Work Orders 8:30am-5:30pm		$ 125.00	Per Use	**Per Use**	$ 125.00	Per Use	**Per Use**	$ 125.00	Per Use	**Per Use**
2	After Hours Billing Rate 5:31pm-8:29am		$ 187.50	Per Use	**Per Use**	$ 187.50	Per Use	**Per Use**	$ 187.50	Per Use	**Per Use**
				Estimated Totals:			Estimated Totals:			Estimated Totals:	
	Total Electric			**$0.00**	**$0.00**		**$0.00**	**$0.00**		**$0.00**	**$0.00**

		Combined Estimated Totals:		Combined Estimated Totals:		Combined Estimated Totals:	
	Combined Total	**$5,941.66**	**$75,756.92**	**$6,061.66**	**$91,639.92**	**$6,188.86**	**$78,723.32**

ACCEPTED AND AGREED:

Eminent Technical Solutions

Mailing Address: 1103 N 1600 W Layton, UT 84041

Signature: _____

Print Name: _____

Title: _____

Date: _____

CUSTOMER: North Salt Lake City

Billing Address:

Signature: _____

Print Name: _____

Title: _____

Date: _____

TERM. Billable term agreement will commence upon first invoice date.

A. IT Managed Services: The initial term of this Agreement shall be for a period of three (3) years from the Effective Date. The Agreement may be renewed for up to two (2) additional one (1) year terms at Client's option.

B. Phone Services: The initial term of this Agreement shall be for a period of three (3) years from the Effective Date. The Agreement may be renewed for up to two (2) additional one (1) year terms at Client's option.

C. Point to Point Network: The initial term of this Agreement shall be for a period of three (3) years from the Effective Date. The Agreement may be renewed for up to two (2) additional one (1) year terms at Client's option.

Notes: Projects will be quoted outside of monthly support and labor will be billed at the referenced hourly rate.

*After Hours Billing is rarely used but in the scenario in which the client requests work be performed after hours and such work cannot be accommodated inside the client/ETS stated hours of operations, such work will be billed as referenced above.

**Software Licensing enrolled per license will be billed upon usage and may increase or decrease each month.

***Includes up to 4 hours of professional development trainings, annually.

General Business Hours: 8:30am–5:30pm
Customer Portal Access: support.etscorp.com

Contact List and Procedure

Please feel free to contact ETS directly for any questions or issues you have.

- For **service requests**, it is preferred that a trouble ticket be submitted to our customer portal to be able to send the appropriate person to help with your issue. (**support.etscorp.com**)
- For **immediate assistance** with **general IT issues**, **sales** questions, or **accounting** questions, our main office number is the preferred contact method.
- For emergency **after-hours technical support,** please call **833.758.7300** and follow the prompts to direct you to our on-call technicians. Please leave a message when prompted and a technician will return your call.
- If you have a more **direct issue** or **questions**, please contact us through the numbers listed below.

Director of Operations	Scott Linsley scott.linsley@etscorp.com	801.784.5662
IT Consultant Supervisor	Barrett White barrett.white@etscorp.com	801.784.5659
COO/Owner	Scott Barrett scott.barrett@etscorp.com	801.784.5651
Engineer/Owner	Jacob Johnson jacob.johnson@etscorp.com	801.784.5653

ETS Communications, LLC

ETS Communications is the right choice for your structured cabling needs. From small assignments to large-scale operations, our certified master ICC staff conducts every job with a thorough verification process, including industry-standard termination, testing, and labeling.

An overview of the **services we offer**:

Structured Cabling for Voice, Data & Fiber
Cat 5e, Cat 6, Cat 6A, Single Mode and Multi-Mode
Large scale cabling design & audits conducted by certified ICC Master Installers
Server / Comm room design

Camera Systems
Avigilon / Motorola Partner
Small-scale to enterprise level of installation for businesses and security trailers (Camera / Wi-Fi / Paging)
Elite standards in installation, integration, and volume materials pricing

Door Access Control
Certified DMP / PDK / OpenPath Partner
Small scale to enterprise level (One to over one-hundred door systems)
Elite standards in installation, integration, and volume materials pricing

Audio Visual Systems
Residential, custom homes, and home theaters, as well as small to medium commercial automation
Auditoriums, conference rooms, recording studios, PA/DJ systems for live events, and Mobile AV solutions

Communication Towers
Point-to-Point Wireless Network installation
ISP (Internet Service Provider), designing and building
Elite standards in installation, integration, and volume materials pricing

ETS Electric, LLC

ETS Electric is the right choice for your electrical needs. We know how to be innovative, adaptable, and agile to meet our clients needs and expectations. From small TI to 25,000 square foot scale projects, we maintain an elite standard of work. Every job ends with a thorough check and verification process to ensure local building codes have been met.

An overview of the **services we offer**:

Electrical Services

Install, maintain, and enhance electrical systems and components
Inspect, test, troubleshoot, and diagnose issues with electrical systems and components
Electrical repairs
Preventative maintenance
Lighting control, design, and retrofits
Data electrical applications, including generators and battery backup solutions
Code updates
Additions and remodels

Vertical Markets

Additions and remodels
Data centers
Education
Municipalities, including city governments, police / fire stations, and water distribution / reclamation
Healthcare
Theater
Residential, custom homes, and spec homes
Communication towers

ETS IT Management, LLC

ETS Management is the right choice for your managed IT services. Our knowledgeable staff is trained in a wide variety of technologies to better address your needs. Around the clock, we provide you high-quality solutions. ETS is fully licensed, insured, and bonded.

An overview of the **services we offer**:

Management of Data & Records

Files, digital media, document management, and historical data
System-wide backups of core services, user files, and regular data audits

Management of Servers and Services

DNS, Domain, WEB, VPN, MAIL, Print, File & Backup
Microsoft Certified and Apple Certified: Windows XP, Vista, 7, 8, Exchange 2007/10/12, Mac OSX, Unix
Maintenance of Web and FTP Websites, custom programming, web design, and e-commerce
Outsourced services and cloud-based solutions

Security Risk Management

System-wide patches and updates: server services, windows, anti-virus and user applications
Removing viruses, malware, spyware, and performing internal / external Network security scans
Security scans, auditing, penetration testing, and IA training for staff
PCI compliance. And management of data security standards

User Management

User applications like MS Office, Open Office, and SIS
Email management: users, addresses, global address books, spam control, and webmail access
User and network resources: usernames, passwords, logon scripts, Network shares, and printers

Property Management

Maintenance and management of computers, software, licenses, domains, certificates and more
Thorough documentation of systems and services, including configurations, software, domains, licenses
Hosted VOIP Phone Systems

ETS Development, LLC

ETS Devco is a great partner for your software needs. From maintaining to architecting custom-built solutions, we tailor software systems to fit our clients' every business need. At every step in the process, we thoroughly test and verify to provide the highest quality solution.

An overview of the **services we offer**:

Software Development

Consultation and planning with clients to thoroughly understand requirements and goals
In-depth design and architecture of novel software systems
Full-stack software development from modern marketing sites to mobile apps and business software
In-depth review of clients' existing software systems and current needs
Clear presentation of timeline, milestones, and objectives throughout the development lifecycle
Integration with third-party services and applications to combine multiple processes into one
Database management
Domain, SSL, and server setup
Secure source code organization and management

Maintenance and Support

Platform updates to ensure systems stay up to date with the latest tools and security features
Nightly backups that include databases, file systems, and source code
Readily available expertise for troubleshooting software issues that reside in third-party applications
Software monitoring and notifications to minimize unexpected downtime
Domain and SSL certificate management

Mission, Vision, and Values

The Mission

We solve the problems that technology creates so that individuals, organizations, and communities can fully reap the benefits that technology offers.

The Vision

We create a world where each person has access to the technology that best serves their needs.

The Values

Think Human First - We're not a technology company. We are an organization of people who solve the problems that technology creates. We're not a vendor or a supplier. We are a partner. A real person who answers the call in times of need. Through respect, empathy, reliability, and flexibility, we ensure that each person we work with receives the technology that best serves their needs, now and into the future.

Act Future Forward - Go beyond quick fixes and band-aid solutions. Don't just solve the problem in front of you now. Create a solution that staves off problems down the road. Implement technology and processes that help an organization reach their long-term goals. That propels them to become the organization they desire to be. Then, apply this principle internally to make the greatest possible positive impact on the future.

Lead with Solutions - Our clients are not simply buying technology. They are partnering with a company that will solve their technology problems. That's why we perform thorough audits to identify current needs and long-term business goals, then we use time-tested principles to construct solutions that are underpinned by technology but not determined by it.

Strive for Simple - Technology shouldn't be more complicated than the problem it's intended to solve. Therefore, each solution should only be as complicated as is necessary to achieve the desired objective.

Innovate for All - Each step towards our vision begins with how we serve our clients. For everyone in the world to have access to the technology that best serves their needs, we must first make this a reality for everyone we work with. As such, we can't just provide the solution that the client asks for. We must view the organization in its entirety, which will allow us to discover other ways to improve technology for everyone in their organization.

CITY OF NORTH SALT LAKE
FINANCE DEPARTMENT

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

Brian J. Horrocks
Mayor

Heidi Voordeckers
Finance Director

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Heidi Voordeckers, Finance Director

DATE: July 19, 2022

SUBJECT: Resolution 2022-24R Increasing Solid Waste and Recycling Rates

RECOMMENDATION

Staff recommends that City Council adopt the updated Solid Waste and Recycling fee schedule effective August 1, 2022.

BACKGROUND

The contracted service provider has increased service rates for the upcoming service year by 8.3%, consistent with the terms of the contract (set to expire June 30, 2023). An additional 1.5% is recommended by staff to cover inflationary increases in other operating expenditures.

The proposed increase would take effect on August 1, 2022 and appear on utility bills issued mid-September.

POSSIBLE MOTION

I move the City Council adopt resolution 2022-24R, a Resolution adjusting Section 6.7, Sanitation Rates, of the City of North Salt Lake Comprehensive Fee Schedule.

RESOLUTION NO. 2022-24R

A RESOLUTION ADJUSTING SECTION 6.7, SANITATION-RATES, OF THE CITY OF NORTH SALT LAKE COMPREHENSIVE FEE SCHEDULE

WHEREAS, the City of North Salt Lake *("the City")* has reviewed the projected revenues, expenditures, and cash balances in the Solid Waste Fund and has determined an adjustment to certain rates is necessary to maintain the financial position of this fund.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF NORTH SALT LAKE:

Section 1. Rate Changes. The following revisions to the fee schedule are hereby adopted by the City:

Sanitation/Solid Waste –

	Current Rate	Rate Increase	Proposed Rate	Number of Cans	Estimated Annual Revenue
First Can	$ 14.45	$ 1.42	$ 15.87	4,932	$ 939,250
Additional Can	14.45	1.42	15.87	1,386	263,964
Recycling	$ 5.70	$ 0.56	$ 6.26	4,268	320,594
					$ 1,523,809

Section 2. Effective Date. This Resolution hereby adopted is effective July 19, 2022 and the new rates in this resolution are effective August 1, 2022.

Adopted this 19th day of July, 2022.

CITY OF NORTH SALT LAKE
By:

_____
BRIAN J. HORROCKS
Mayor

ATTEST:

_____
WENDY PAGE
City Recorder

City Council Vote as Recorded:

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

NORTH SALT LAKE ENGINEERING

10 East Center Street
North Salt Lake, Utah 84054
(801) 335-8722
karynb@nslcity.org

BRIAN J. HORROCKS
Mayor

KARYN BAXTER, PE
Assistant City Engineer

MEMORANDUM

To: Honorable Mayor & City Council

From: Karyn Baxter

Date: July 19, 2022

Subject: Main Street Water Line and Street Reconstruction Project

RECOMMENDATION

Staff recommends awarding the Main Street Water Line Project from Highway 89 to Center Street.

BACKGROUND

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

Since Weber Basin will be cutting into Main Street, staff decided it would be best for the City to also install a new water line from US-89 to Center Street at the same time. By doing the project in this manner, the City will save money since all three water lines will be installed in the same trench and Weber Basin will pay their portion of the street reconstruction project for the trench work and asphalt replacement they should have completed.

The City completed an interlocal agreement with Weber Basin Water Conservancy District in September 2021 to complete the design of the water line and road reconstruction on Main Street from Center Street to Highway 89. The project design has been completed, as well as the bidding process.

Weber Basin Water Conservancy District managed the bidding process, including the portion of work being paid for by the City. Whitaker Construction was the pre-qualified low bidder. The total project is scheduled to be awarded by Davis County on July 19, 2022. As per the agreement, the City will bid items A6, 1/3 of A7, and A8.

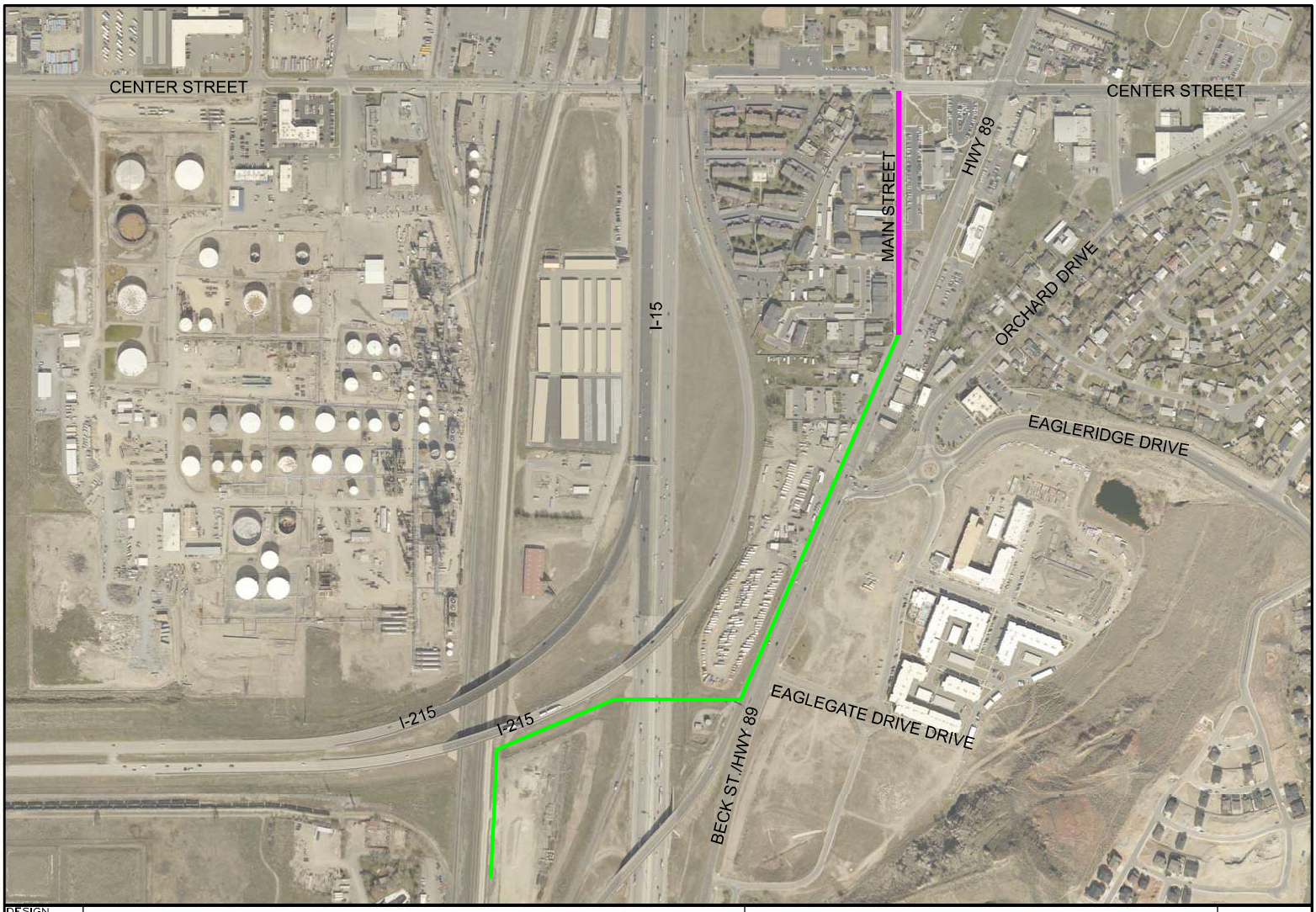
Item	Water Costs	Street Costs	City Cost
A6	Water line materials (10” City line)	$192,500	$192,500.00
A7	Installation of 3 water lines	$122,500	$ 40,833.33
A8	Main St reconstruction outside water trench	$167,400	$167,400.00

Total bid cost to City is $400,733.33. Total budget for this project is shown below:

	Bid Amount	Budget
Water Fund	$233,333.33	$295,000
Street Fund	$167,400.00	$144,800

POSSIBLE MOTION

I move that the City Council approve awarding the Main Street Water Line Project from Highway 89 to Center Street as per the agreement with Weber Basin Water Conservancy District to Whitaker Construction in a total amount of $400,733.33.



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

WEBER BASIN REPLACEMENT LINE & MAIN ST RECONSTRUCTION AREA

CITY OF NORTH SALT LAKE
10 East Center Street
North Salt Lake, UT 84054
(801) 335-8700
LEN ARAVE
Mayor
KEN LEETHAM
City Manager

SHEET 1
OF 1
PROJECT NO. 21-024

CITY OF NORTH SALT LAKE
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: July 19, 2022

SUBJECT: Consideration of Concept Plan for a 2 lot subdivision for Phoenicia Place Subdivision at 480 North Cutler Dr.

RECOMMENDATION

The Planning Commission recommends to the City Council the approval of the requested concept plan for Phoenicia Place Subdivision at 480 North Cutler Dr. with the following conditions:

1. Redline corrections be completed for submission of preliminary/final application;
2. Right of way dedications on Cutler Drive and Redwood Road be added to the plat.

BACKGROUND

Subdivision approvals are regulated within Title 10, Chapter 7 of the City Code. The code requires a concept plan, preliminary plan, and final plat, with recommendations from the Planning Commission to the City Council. Preliminary and Final may be processed at the same time for minor subdivisions with a complete application and is expected in this development proposal.

REVIEW

This property is located at 480 North Cutler Dr. and contains approximately 4 acres. The property is zoned CG, General Commercial with frontage on both Redwood Road and Cutler Drive. The proposed subdivision will divide the property into two parcels of equal size, one fronting Cutler Drive and one fronting Redwood Road. The minimum lot size in the CG Zone is 1 acre with 100 feet of frontage, each lot meets the minimum standard for lot size and frontage.

The property has a 30 foot storm drainage easement along the north property line. The storm drain ditch is proposed to be piped and buried, as the west parcel will be acquired by Spectrum Academy and improved as recreational soccer field. The city has plans to install a silt cleanout box at Cutler Drive and within the easement and will coordinate with the applicant on design and timing of installation of the improvements. The front parcel will be marketed for future commercial/retail development.

The DRC has requested the applicant dedicate additional right of way on Cutler Dr. to accommodate possible future widening of the street and will only be utilized if needed. A slight widening of the street to provide a turn pocket into the property to the north (currently a soccer field) that will be redeveloped for the purpose of construction of an additional school facility that will replace the current facility at 35 North Redwood Road. These improvements will be reviewed with a site plan application for that site.

The DRC has also requested that either additional right of way be dedicated on Redwood Road for the required Redwood Road Trail improvements, or alternatively a public use and trail easement.

Installation of the trail will be required when lot 2 is developed by the property owner. At this time no specific use for lot 2 has been identified.

The Planning Commission reviewed the concept plan on July 12, 2022 and made a favorable recommendation with conditions. The redlines have been addressed, with the exception of one typo in the legal description. The requested right of way dedication has been provided on the Final Plat.

POSSIBLE MOTION

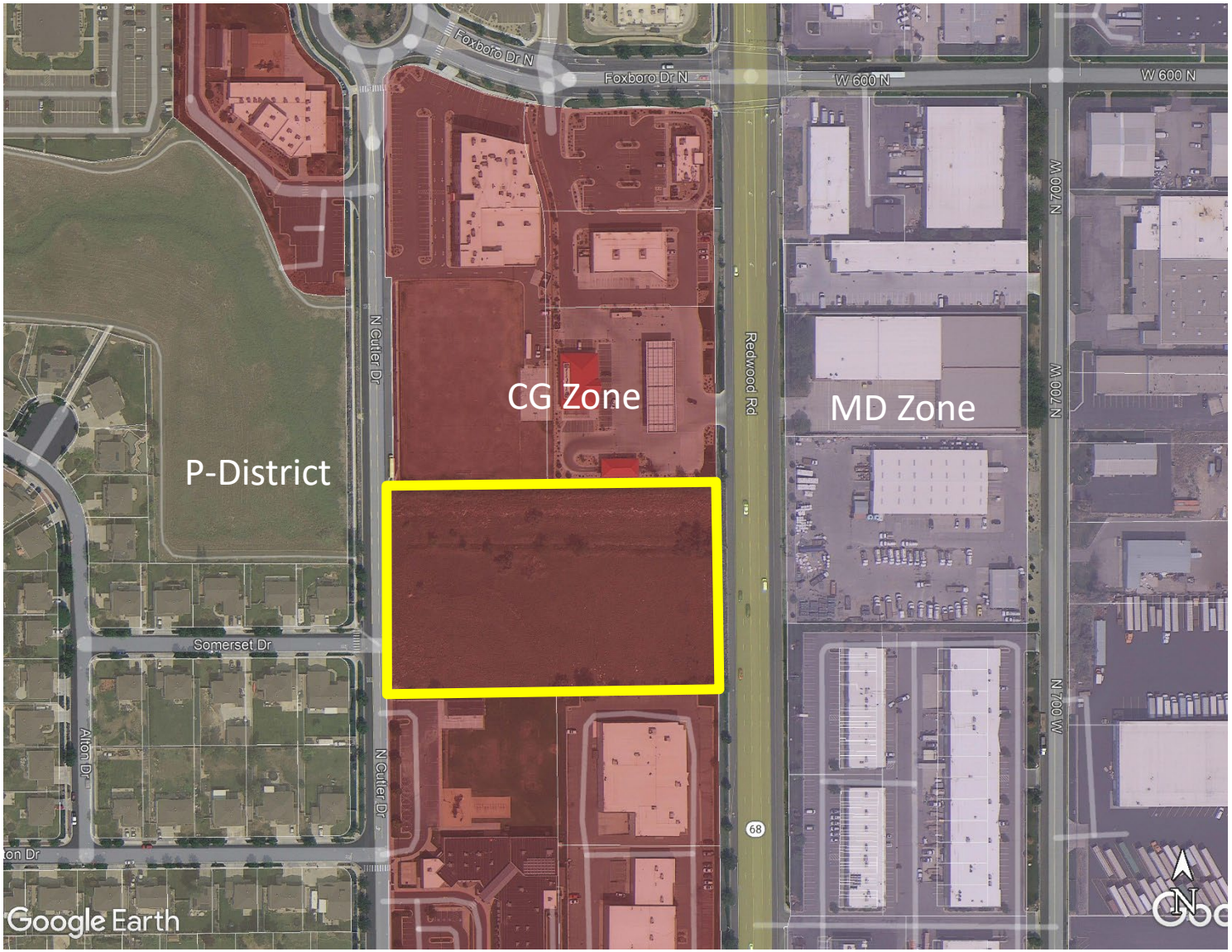
I move that the City Council approve the concept plan for Phoenicia Place Subdivision at 480 North Cutler Dr. with the following condition:

1. Redline corrections be completed for submission of preliminary/final application;

Attachments

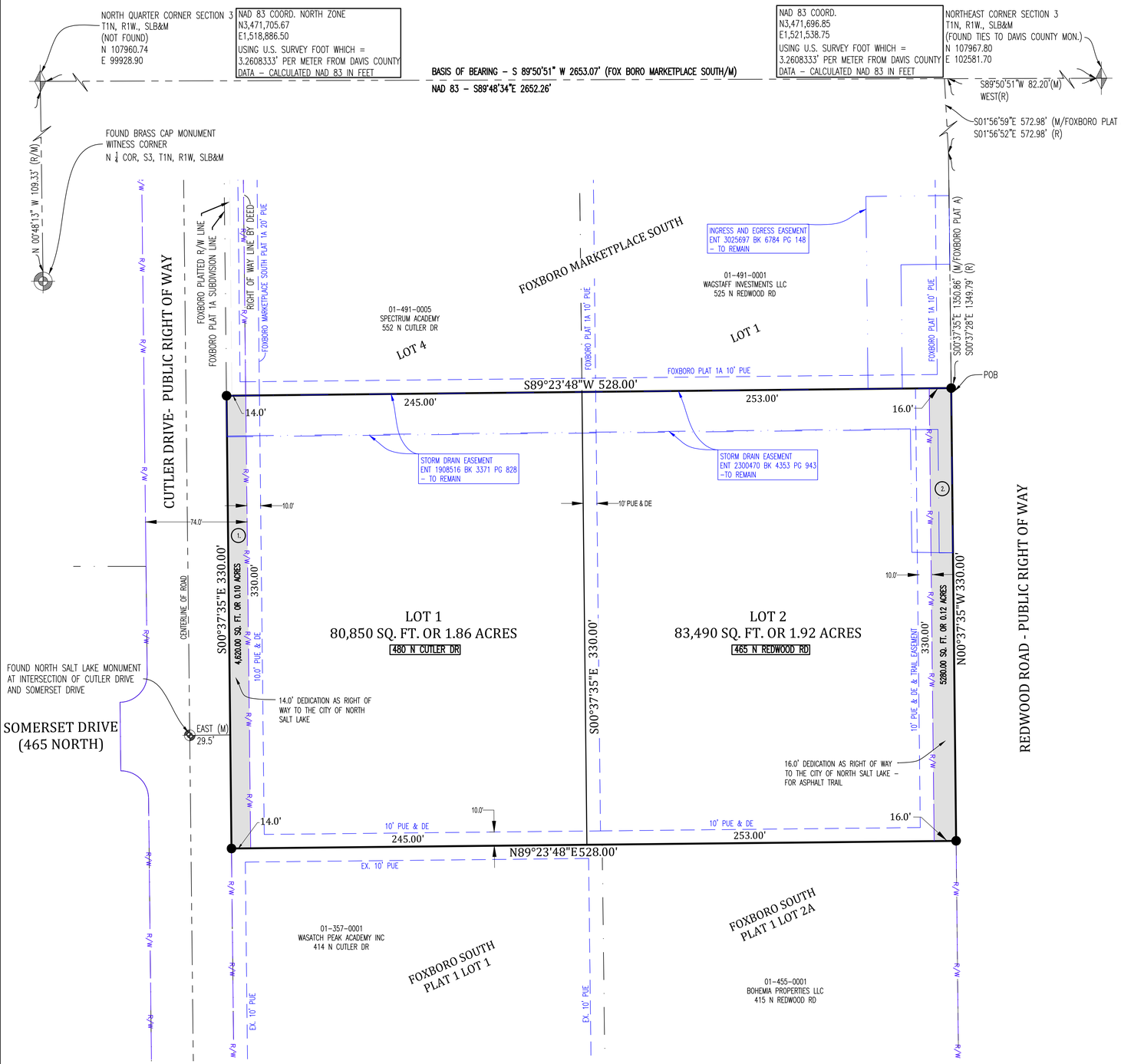
1) Zoning/Aerial Map
2) Concept Plan

Concept Plan
Phoenicia Place Subdivision
Zoning/Aerial Map



PHOENICIA PLACE SUBDIVISION

LOCATED IN THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 1 NORTH,
RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
NORTH SALT LAKE CITY
JULY 2022



PLAT NOTES

1. WHEN LOT 1 IS DEVELOPED, A MINIMUM 5' WIDE PARK STRIP AND 4' WIDE SIDEWALK SHALL BE CONSTRUCTED AND MANTAINED AS PART OF THE DEVELOPMENT.
2. WHEN LOT 2 IS DEVELOPED, AN ASPHALT TRAIL WITHIN THE 16' DEDICATION AND 10' TRAIL EASEMENT IS TO BE CONSTRUCTED AND MANTAINED AS PART OF THE DEVELOPMENT.
3. THE FINISHED FLOOR ELEVATION OF ANY BUILDING SHALL BE AT LEASE ONE (1) FOOT ABOVE THE LOWEST TOP BACK OF CURB GRADE ADJACENT TO THE LOT.
4. THE APPROVAL OF THIS DEVELOPMENT PLAT BY NORTH SALT LAKE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS THE ADEQUACY OF SUBSURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
5. ALL LOT CORNERS WILL BE LOCATED AND MARKED ON THE GROUND WITH A ½" REBAR AND PLASTIC CAP STAMPED "PETERSON ENG LS 295720".
6. WHEN BOTH LOTS ARE DEVELOPED, ALL UTILITIES SHALL BE CONSTRUCTED AND MAINTANED AS PART OF THE DEVELOPMENT.

LEGEND

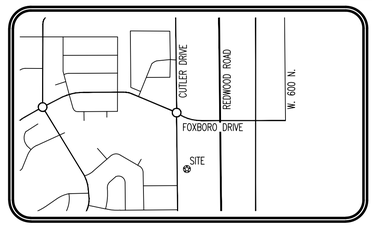
- SET 5/8" x 24" REBAR W/ PLASTIC CAP STAMPED "LS 295720"
- DENOTES SECTION CORNERS
- DENOTES FOUND MONUMENTS
- 1346? S DENOTES LOT ADDRESSES
- P.U.E. AND DRAINAGE EASEMENTS
- R/W RIGHT OF WAY LINE
- SUBDIVISION BOUNDARY LINE
- INTERIOR BOUNDARY LINES
- EXISTING EASEMENTS
- DEDICATION OF RIGHT OF WAY TO THE CITY OF NORTH SALT LAKE

GRAPHIC SCALE

-40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT.

VICINITY MAP – NOT TO SCALE



SURVEYOR'S CERTIFICATE

I, DAVID D. PETERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 295720, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOW AS PHOENICIA PLACE SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET THE FRONTAGE, WIDTH, AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCE.

BOUNDARY DESCRIPTION

A TRACK OF LAND LOCATED WITHIN THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BASIS OF BEARING BEING SOUTH 89°50'51" WEST BETWEEN THE NORTHEAST CORNER AND NORTHQUARTER CORNER OF SAID SECTION; SAID TRACK OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING SOUTH 89°50'51" WEST 82.20 FEET ALONG SAID SECTION LINE AND SOUTH 01°56'59" EAST 572.98 FEET AND SOUTH 00°37'35" EAST 1350.86 FEET FROM SAID NORTHEAST CORNER OF SAID SECTION 3 TO THE POINT OF BEGINNING; THENCE SOUTH 89°23'48" WEST 528.00 FEET ALONG THE SOUTH LINE OF FOXBORO MARKETPLACE SOUTH SUBDIVISION TO THE EASTERLY RIGHT OF WAY LINE OF CUTLER DRIVE; THENCE SOUTH 00°37'35" EAST 330.00 FEET ALONG SAID EASTERLY RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 1, FOXBORO SOUTH PLAT 1; THENCE NORTH 89°23'48" EAST 528.00 FEET ALONG THE NORTH LINE OF LOT 1 AND LOT 1A OF SAID FOXBORO SOUTH PLAT 1 TO A POINT ALONG THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE NORTH 00°37'35" WEST 330.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS: 174,240.00 SQ. FT. OR 4.00 ACRES

PROFESSIONAL LAND SURVEYOR
DAVID D.. PETERSON
295720
STATE OF UTAH

DATE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MARK HADDAD, THE MANAGING MEMBER(S) UNDERSIGNED OWNERS(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS PHOENICIA PLACE SUBDIVISION.
DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNER(S) HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITIES' USE, MAINTENANCE, AND OPERATION OF THE STREET.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 2022

Mark Haddad
Mt. Lebanon Holdings LLC

ACKNOWLEDGEMENT

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

ON THIS ___ DAY OF _____, 2022, BEFORE ME _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) (IS/ARE) SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED (HE/SHE/THEY) EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC SIGNATURE SEAL

PLAT PREPARED BY:
PETERSON ENGINEERING
400 WEST 7107 SOUTH
SUITE No. 1
MIDVALE, UTAH 84047
(801) 255-3503

TABULATIONS:

1. TOTAL PLAT ACREAGE: 4.00 ACRES
2. TOTAL LOT ACREAGE: 3.78 ACRES
3. TOTAL ACREAGE IN STREETS: 0.22 ACRES
4. TOTAL ACREAGE IN OPEN SPACE: 0.00 ACRES
5. AVERAGE LOT SIZE: 82,170.00 SQ. FT.
6. NUMBER OF LOTS: 2 LOTS

PLANNING COMMISSION

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____ A.D. 2022 BY CITY OF NORTH SALT LAKE PLANNING COMMISSION

_____
CHAIRMAN, CITY OF NORTH SALT LAKE PLANNING COMMISSION

CITY OF NORTH SALT LAKE ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

_____ _____
DATE CITY OF NORTH SALT LAKE ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 2022.

_____
CITY OF NORTH SALT LAKE ATTORNEY

CITY OF NORTH SALT LAKE

APPROVED THIS _____ DAY OF _____ A.D. 2022 BY CITY OF NORTH SALT LAKE

_____ _____ _____
ATTEST: RECORDER MAYOR

RECORDED

STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE REQUEST OF_____
DATE _____ TIME _____ BOOK _____ PAGE _____

_____ _____
FEE $ DAVIS COUNTY RECORDER

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: July 19, 2022

SUBJECT: Consideration of the preliminary design plan and final plat for a two lot subdivision called 1100 North Krause Crossing, formerly known as Kum & Go, located at 1096 North Redwood Road

---

RECOMMENDATION

The Planning Commission recommends to the City Council the approval of the preliminary design plan and final plat for a two lot subdivision, called 1100 North Krause Crossing located at 1096 North Redwood Road with the following conditions:

1. Provide a letter from UDOT Region 1 approving the location of the driveway on Redwood Road.
2. Provide a Traffic Impact Statement at site plan review.

BACKGROUND

On June 21, 2022, the City Council approved the concept plan for the proposed subdivision called 1100 North Krause Crossing (formerly known as Kum & Go). The Planning Commission recommended approval of the concept plan on June 14, 2022. The preliminary plan and final plat have been submitted for approval simultaneously, as a minor 2 lot subdivision.

REVIEW

No major modifications have been made to the subdivision since concept plan approval. During concept plan approval, the Planning Commission requested that the applicant provide a Traffic Impact Statement. That Statement is to be provided by the applicant prior to site plan review and approval.

The preliminary plan and final plat for the 1100 North Krause Crossing Subdivision have been reviewed for conformity to the Land Use Code and Construction Standards. There are several minor redlines on the construction drawings and plat such as minor alterations to the plat notes, driveway placement on 1100 North, and a revised drainage report. These redlines are to be corrected prior to site plan review and approval.

The preliminary design plan and final plat were reviewed by the Planning Commission on July 12, 2022, with a favorable recommendation to the Council.

POSSIBLE MOTION

I move that the City Council approve the preliminary design plan and final plat for a two lot subdivision, called 1100 North Krause Crossing located at 1096 North Redwood Road with the following conditions:

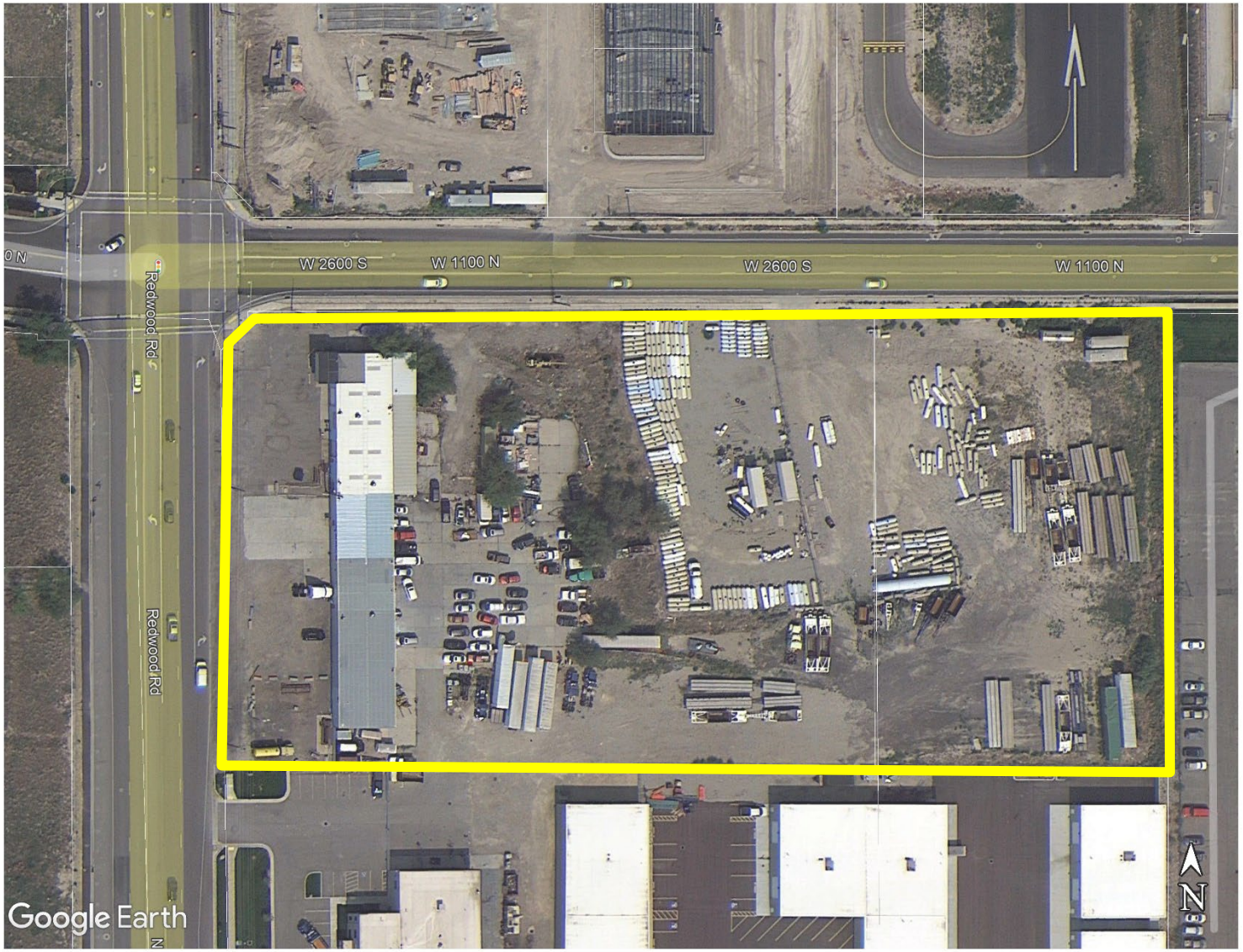
1. Provide a letter from UDOT Region 1 approving the location of the driveway on Redwood Road.
2. Provide a Traffic Impact Statement at site plan review.

Attachments

1) Zoning/Aerial Map
2) Plat

Preliminary Plan and Final Plat
Kum & Go Subdivision
Zoning

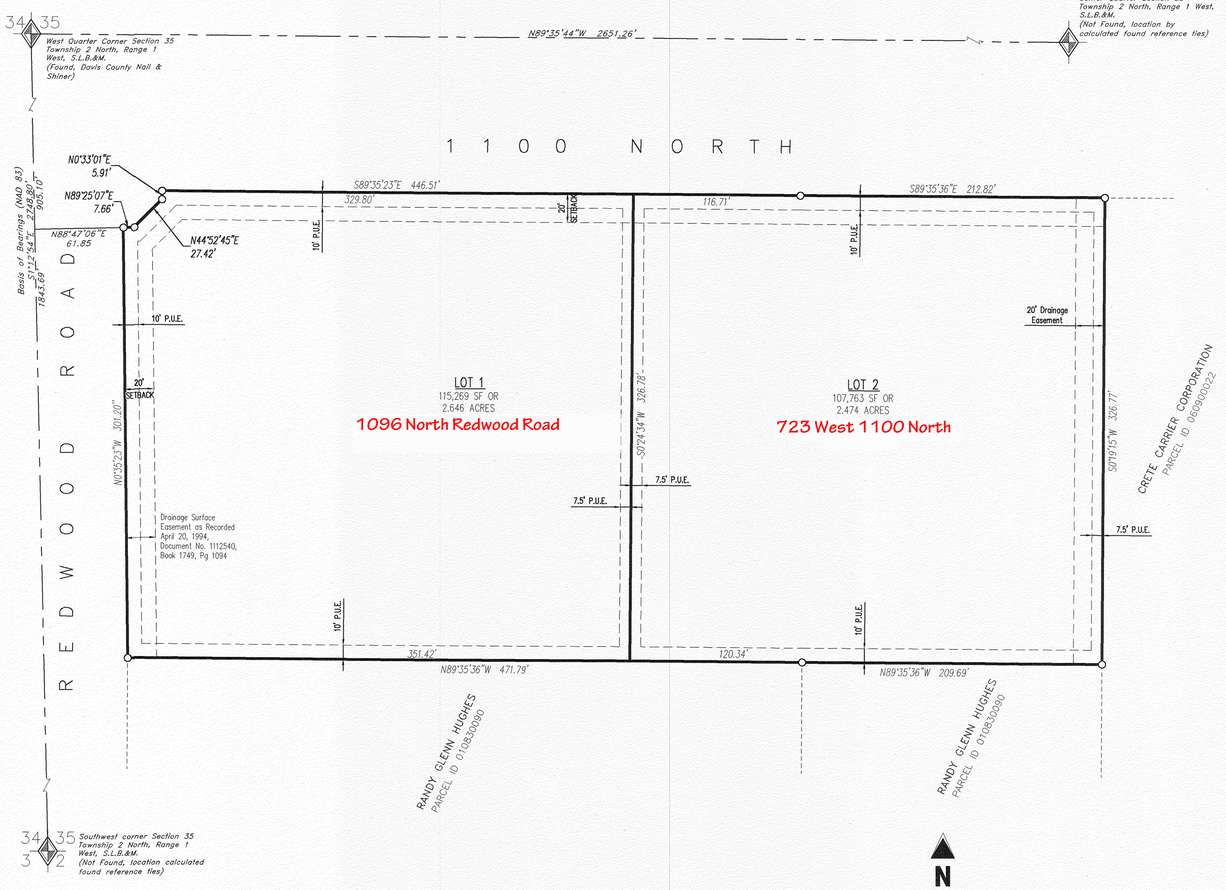
Preliminary Plan and Final Plat
Kum & Go Subdivision
Aerial



1100 NORTH KRAUSE CROSSING

A PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2
NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

VICINITY MAP
NOT TO SCALE



NOTES:
1. PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW STRUCTURE, A FEDERAL AVIATION ADMINISTRATION (FAA) CLEARANCE LETTER MUST BE PROVIDED TO THE CITY OF NORTH SALT LAKE.
2. WITHIN THE REQUIRED 24 FEET OF LANDSCAPING BEHIND THE CURB ALONG REDWOOD ROAD, A 5 FOOT PEDESTRIAN PUBLIC SIDEWALK EASEMENT IS HEREBY DEDICATED, AS PER CITY CODE SECTION 10-7-7.

LEGEND

- AUQOT MONUMENT (AS DESCRIBED)
- FOUND MONUMENT (AS DESCRIBED)
- SET MONUMENT NO. 5 REBAR WITH YELLOW PLASTIC CAP "GALLOWAY & CO" UNLESS OTHERWISE NOTED
- RIGHT OF WAY
- EASEMENT
- LOT LINE
- PROPERTY LINE
- P.U.E.
- SETBACK

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning on the east line of Redwood Road at a point South 1°12'54" East 905.10 along the Quarter Section Line and North 88°47'06" East 61.85 feet from the West Quarter Corner of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°25'07" East 7.66 feet; thence North 44°25'45" East 27.42 feet; thence North 0°33'01" East 5.91 feet to the south line of 1100 North Street; thence South 89°35'23" East 446.51 feet to the northwest Corner of Lot 17, Plat "B", of the North Salt Lake Industrial Park; thence South 89°35'36" East 212.82 feet continuing along the south line of said street; thence South 0°19'15" West 326.77 feet; thence North 89°35'36" West 209.69 feet to the west line of said Lot 17; thence North 89°35'36" West 471.79 feet to the east line of Redwood Road; thence North 0°35'23" West 301.20 feet to the point of beginning.

contains 223032 sq. ft. or 5.120 acres

SURVEYOR'S CERTIFICATE

I , the undersigned surveyor, do hereby certify that I am registered Land Surveyor and that I hold a license (number shown below) in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below , have subdivided said tract into lots, streets, and easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities , as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of this survey I have completed with the Davis County Surveyor.

Todd W. Osborn
Professional Land Surveyor
Certificate No.: 4938746

7 Jun 2022
Date

PROFESSIONAL LAND SURVEYOR
No. 4938746
TODD W. OSBORN
STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

NSL PARTNERS, LLC, THE OWNERS OF THE DESCRIBED TRACT OF LAND TO BE HEREAFTER KNOWN AS

1100 NORTH KRAUSE CROSSING

DOES HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC, ALL STREETS AND OTHER PROPERTY AS REFLECTED AND SHOWN ON THIS PLAT TO BE DEDICATED FOR PUBLIC USE. OWNER(S) HEREBY CONSENT(S) AND GIVE(S) APPROVAL TO THE RECORDING OF THIS PLAT FOR ALL PURPOSES SHOWN HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____, 20.

OWNER:_____

BY:_____

PRINTED NAME:_____

TITLE:_____

NOTARY ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR 20___ BEFORE ME: _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____ THE _____ OF _____ PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION AND CONSENT TO RECORD REGARDING THE 1100 NORTH KRAUSE CROSSING AND WAS SIGNED BY HIM/HER ON BEHALF OF SAID _____ AND ACKNOWLEDGE THE HE/SHE EXECUTED THE SAME.

COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

_____
PRINT NAME: _____

A NOTARY PUBLIC COMMISSIONED IN _____

PLANNING COMMISSION	CITY ENGINEER	CITY ATTORNEY	CITY COUNCIL APPROVAL
RECOMMENDED FOR APPROVAL THIS _____DAY OF _____, 20__.	RECOMMENDED FOR APPROVAL THIS _____DAY OF _____, 20__.	RECOMMENDED FOR APPROVAL THIS _____DAY OF _____, 20__.	PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY, UTAH THIS_____, DAY OF _____, 20 _____, AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.
_____ CHAIR, PLANNING COMMISSION	_____ CITY ENGINEER	_____ NORTH SALT LAKE CITY ATTORNEY	_____ NORTH SALT LAKE CITY MAYOR _____ CITY RECORDER ATTEST

Galloway
2015 W Grove PArkway, Suite H
Pleasant Grove, Utah 84062
385.248.0460 GallowayUS.com

COUNTY RECORDER STAMP

N:\Civil & GIS\CAD\07 - UT - North Salt Lake - 1100 N & Redwood Rd\SD\YH_CAD\PlatSD01.dwg [TWO] Aug 07, 2022 - 11:41am Todd Osborn - SD 5/15/2019

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sherrie Pace, Community Development Director

DATE: July 19, 2022

SUBJECT: Consideration of Ordinance 2022-04, a request for to rezone Lot 2 of the 1100 North Krause Crossing Subdivision located at 723 West 1100 North from General Commercial (CG) to Manufacturing-Distribution (MD)

RECOMMENDATION

The Planning Commission recommends to the City Council the approval of the proposed rezone from General Commercial (CG) to Manufacturing-Distribution (MD) for Lot 2 of the 1100 North Krause Crossing Subdivision located at 723 West 1100 North with the following condition:

1. A letter of approval from the FAA must be provided to the City prior to the issuance of any building or related permits.

BACKGROUND

Lot 2 of the 1100 North Krause Crossing Subdivision is zoned General Commercial (CG) and is directly south of the Skypark Airport runway. The property is governed by City code, in addition to being regulated by the Federal Aviation Administration regarding land use, building placement, and height. The lot is currently vacant of any permanent structures. The purpose of this rezone request is that the land uses permitted by the FAA for this area are more consistent with the City's Manufacturing-Distribution (MD) zone than the CG zone.

Only lot 2 will be rezoned, Lot 1 of the 1100 North Krause Crossing Subdivision and will remain zoned CG. It's slated to be used as a convenience store and gas station called Kum & Go. The properties to the east and south of this subdivision are zoned MD and used by Crete Carrier Corporation (east) and Hugoe Trucking (south).

REVIEW

If rezoned, the property will remain in compliance with City code regarding lot size and frontage. The MD zone has a minimum lot size of 2 acres and a minimum width of 100 feet. The subject property is 2.474 acres and has a frontage along 1100 North of approximately 330 feet. The proposed rezoning of Lot 2 is compatible with the surrounding zones and existing uses.

The Planning Commission held a public hearing on July 12, 2022, and recommended approval of the proposed zone change.

POSSIBLE MOTION

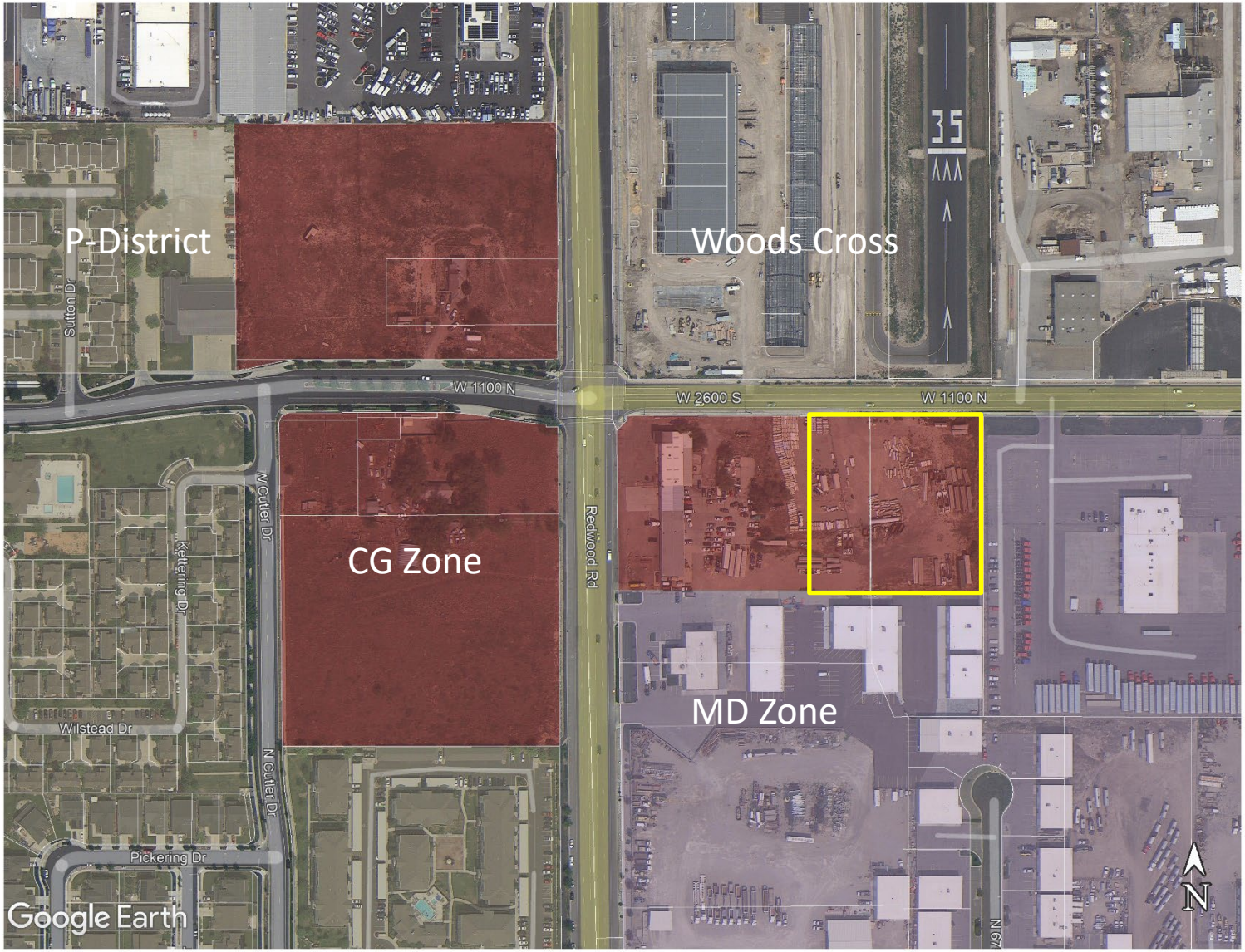
I move that the City Council approve Ordinance 2022-04 to rezone the property located at 723 West 1100 North from General Commercial (CG) to Manufacturing-Distribution (MD) with the following condition:

1. A letter of approval from the FAA must be provided to the City prior to the issuance of any building or related permits.

Attachments

1) Aerial/Zoning Map
2) ORD 2022-04

WDG Rezone
General Commercial to Manufacturing-Distribution
Zoning Map



ORDINANCE NO. 2022-04

AN ORDINANCE AMENDING THE CITY OF NORTH SALT LAKE ZONING MAP BY CHANGING THE ZONING OF PROPERTY LOCATED GENERALLY AT 723 WEST 1100 NORTH WITHIN THE CITY OF NORTH SALT LAKE, STATE OF UTAH, FROM CG, GENERAL COMMERCIAL TO MD, MANUFACTURING DISTRIBUTION.

WHEREAS, the City of North Salt Lake has received an application to amend the zoning for property located generally at 723 West 1100 North from CG, General Commercial to MD, Manufacturing Distribution; and

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

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

WHEREAS, the City Council has reviewed this application and finds that it is consistent with the comprehensive general plan, goals and policies of the City and that changed conditions make the proposed amendment reasonably necessary to carry out the purposes stated in Title 10 of the Land Use Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, AS FOLLOWS:

Section 1. Zoning Map Amendment. The City of North Salt Lake Zoning Map is hereby amended to change the zoning of approximately 2.474 acres of property located generally at 723 West 1100 North within the city limits of the City of North Salt Lake, and more particularly described as Lot 2, 1100 North Krause Crossing Subdivision, from CG, General Commercial to MD, Manufacturing Distribution.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, THIS 19th DAY OF JULY, 2022.

CITY OF NORTH SALT LAKE

By:

_____
BRIAN J. HORROCKS
Mayor

ATTEST:

_____
WENDY PAGE
City Recorder

City Council Vote as Recorded:

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

Certificate of Posting Ordinance:
I, the duly appointed recorder for the City of North Salt Lake, hereby certify that the foregoing Ordinance No. 2022-04 was passed by the governing body on the date shown above, and that copies were posted as required by Utah Code 10-3-713 within the municipality.

Recorded this _____ day of _____, 2022.

_____ [Seal]
Wendy Page, City Recorder

Property Description:

All property included in Davis County Parcel Identification number: _____containing approximately 2.474 acres.

Legal Description:

LOT 2, 1100 NORTH KRAUSE CROSSING SUBDIVISION, CONTAINING 2.474 ACRES

UTA ON DEMAND

VIA

UTA On Demand – New Zone
South Davis County

Beth Holbrook, *UTA Board of Trustees*

Why Microtransit?

Improve flexible mobility options

Repurpose underperforming bus routes

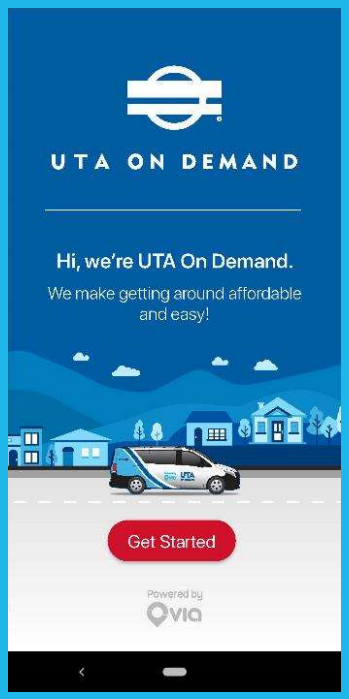
Expand transit access and service coverage

Provide first and last mile connections

UTA ON DEMAND

VIA

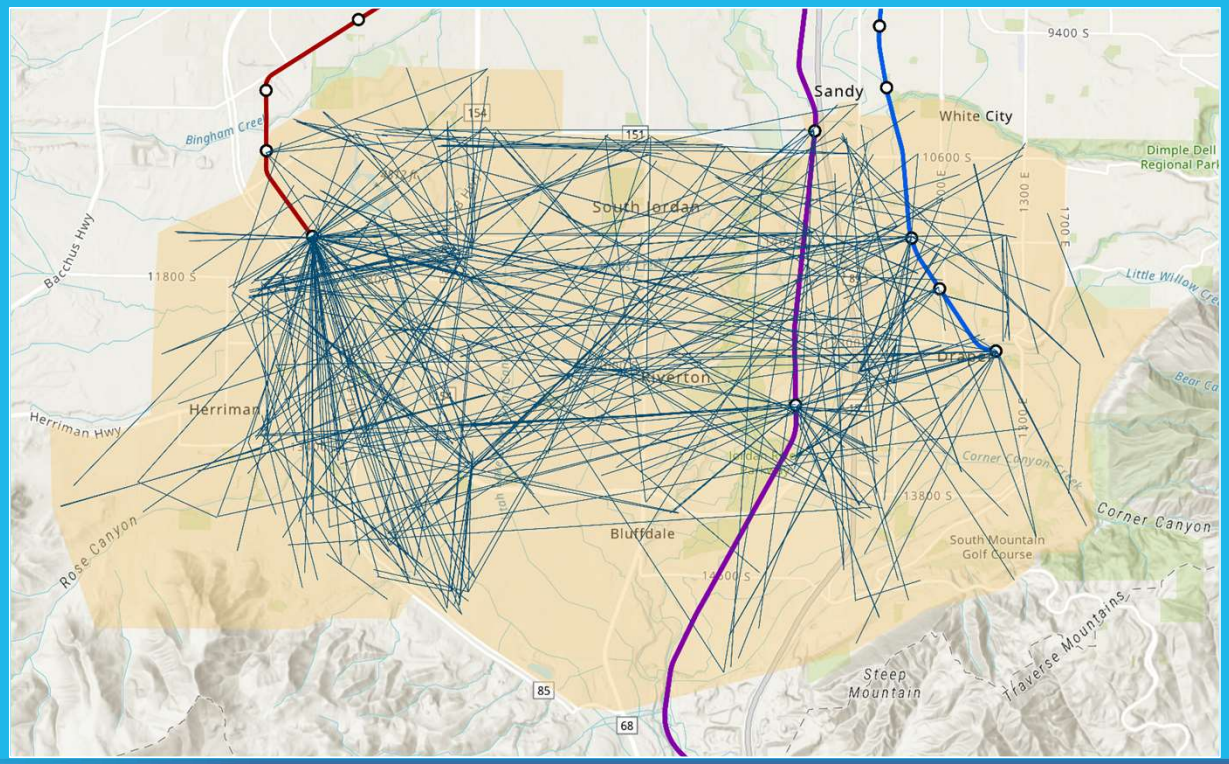
How Microtransit Works



- Corner to corner service within zone boundaries
- Curb to curb service for eligible customers
- Shared/aggregated rides
- Wheelchair accessible vehicles available
- Smartphone app trip requests and payments
- Telephone call-in ride booking option
- Standard UTA fares ($2.50) transferable to other UTA modes

UTA ON DEMAND via

Daily Trips Sample: Southern Salt Lake County



May 5th Ridership

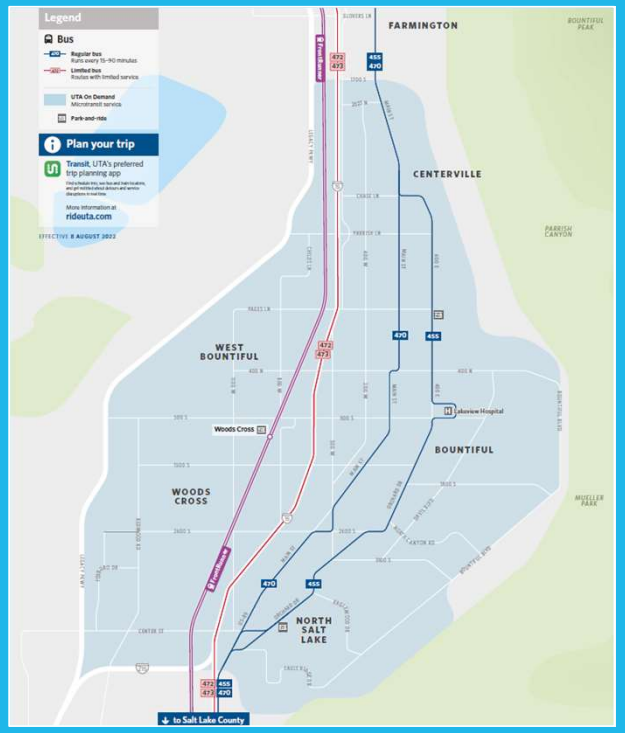
- Completed: 600
- Unique Riders: 316

- WAV Rides: 12
- Unique WAV Riders: 9

- Avg. Trip Distance: 4.9 mi
- Avg. Pickup ETA: 18.6 min
- Avg. Trip Rating: 4.9

UTA ON DEMAND VIA

Planned South Davis County On Demand



Microtransit Zone Specifics

- Launching August Change Day 2022
- Repurposing Routes 460, 461, 462, 463, 471, and F605
- Operating Days/Hours
  - Monday – Friday
  - 6:00 am – 9:00 pm

Key Microtransit Zone Statistics

Zone Size	Population	Pop. Density	Employment
28	**92k**	**3.3k**	**29k**
sq. mi	people	people per sq. mi	jobs

UTA ON DEMAND

VIA

Planned South Davis County On Demand

Microtransit Zone Goals

- Provide better access to Woods Cross FrontRunner Station
- Build support for and increase transit ridership
- Promote local economic growth and development
- Provide low-cost wheelchair accessible rides
- Improve east-west mobility connections
- Test new and emerging technologies

UTA ON DEMAND via

Questions?

UTA ON DEMAND via

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: July 19, 2022

SUBJECT: Consideration of a General Development Plan for Clifton Place at approximately 2596 South and 1095 North Redwood Road (P-District)

RECOMMENDATION

The Planning Commission recommends to the City Council the approval of the requested General Development Plan for Clifton Towns located at 2596 South and 1095 North Redwood Road with the following conditions to be determined at the time of development agreement approval:

1. Final architecture design;
2. Final layout;
3. Final engineering;
4. Submittal of a required development agreement;
5. The Plan be modified to maintain the commercial use of the property along Redwood Road and thus reduce the overall number of dwelling units in the plan.

BACKGROUND

P-District Rezones and General Development Plans (GDP) are regulated within Chapter 13 of the City's Land Use Ordinance. The code requires that both applications be filed together, however, the recommendation on each application occurs separately. Step 1 requires the Planning Commission to hold a public hearing on the rezone request prior to the recommendation of the General Development Plan (concept plan) to the City Council. Step 2 occurs after City Council approval of the General Development Plan and includes recommendation of the rezone and development agreement with a final site plan or preliminary subdivision plat. Therefore, no recommendation was made on the zone change, only the General Development Plan at this time.

The proposed general development plan consists of two properties at 2596 S. Redwood Rd. (6.12 ac.) and 1095 N. Redwood Rd. (7.185 ac.) Both properties are currently zoned General Commercial (CG) and each property has one single-family home with accessory structures. The rezone request is to change the zoning from CG to a Planned District (P).

REVIEW

The proposed general development plan consists of 2 commercial lots on Redwood Rd. and for sale 3-story town homes. Specific commercial land uses have not been identified, but conceptual layout is shown on the GDP. The town homes will be two and three bedroom with rear entry garages. The two bedroom units garages are single car wide tandem and will only be counted as parking for 1 vehicle,

although it is possible to park 2 vehicles in tandem within the garage. The developer has proposed 89 units on the north and 111 units on the south. The proposed parking exceeds the minimum requirement of 2.25 parking stalls per unit. The total parking proposed is as follows:

North Side **Units with Driveways**		**Drive Spaces**	**Garage Spaces**	**Guest Spaces**	**Total**	**Tandem Garage**
2br	22	22	22		44	22
3br	28	56	56		112	
Units with No Driveways						
2br	15	0	15		15	15
3br	24	0	64		64	
Guest Spaces				29	29	
Total units:				**Total Parking**	**227**	**264**
				Parking Ratio:	**2.6**	**3.0**
South Side **Units with Driveways**		**Drive Spaces**	**Garage Spaces**	**Guest Spaces**	**Total**	**Tandem Garage**
2br	16	16	16		32	16
3br	26	52	52		104	
Units with No Driveways						
2br	29	0	29		29	29
3br	40	0	80		80	
Guest Spaces				33	33	
Total units:	**111**			**Total Parking**	**278**	**323**
				Parking Ratio:	**2.5**	**2.9**

The site has pedestrian circulation throughout the development and ties access to Redwood Road, 1100 North, and Cutler Drive. It includes shared amenities such as a tot lot on the north side of 1100 North and a pool and pickleball courts on the south side. Approximately 26% of the total development will be landscaped open space or recreational amenity and the application of sod will need to be reviewed to ensure compliance with the water efficient landscape ordinance.

The proposed architecture is a traditional style which incorporates masonry brick, stucco, metal accents, and fiber cement board. The commercial buildings will incorporate the same architectural style. Details regarding materials and architectural styles as well as approved uses for the commercial sites will be defined during step 2 of the P-District Rezone process with the draft development agreement.

Design issues currently in review with the developer are the uses to be permitted in the commercial buildings, commercial signage and design, fencing material, and pedestrian improvements such as crosswalks. These items are to be resolved prior to the final approval of the development agreement and site engineering. The proposed development complies with the goals of the City's General Plan.

PLANNING COMMISSION REVIEW/RECOMMENDATION

The Planning Commission held a public hearing on July 12, 2022 and reviewed the proposed general development plan. The Planning Commission expressed concern about losing commercial/retail opportunities along Redwood Road. The Commission's recommendation on the GDP was conditioned upon amending the concept to maintain commercial/retail use along Redwood Road and eliminating town homes in those locations.

City Staff received an email (attached) from the applicant stating that Brighton will produce two site plan options based upon the Planning Commission's recommendation for the City Council to review, but that they would like to proceed to City Council for approval and consideration of the original plan presented to the Planning Commission, along with the 2 alternatives that will also be presented.

POSSIBLE MOTION

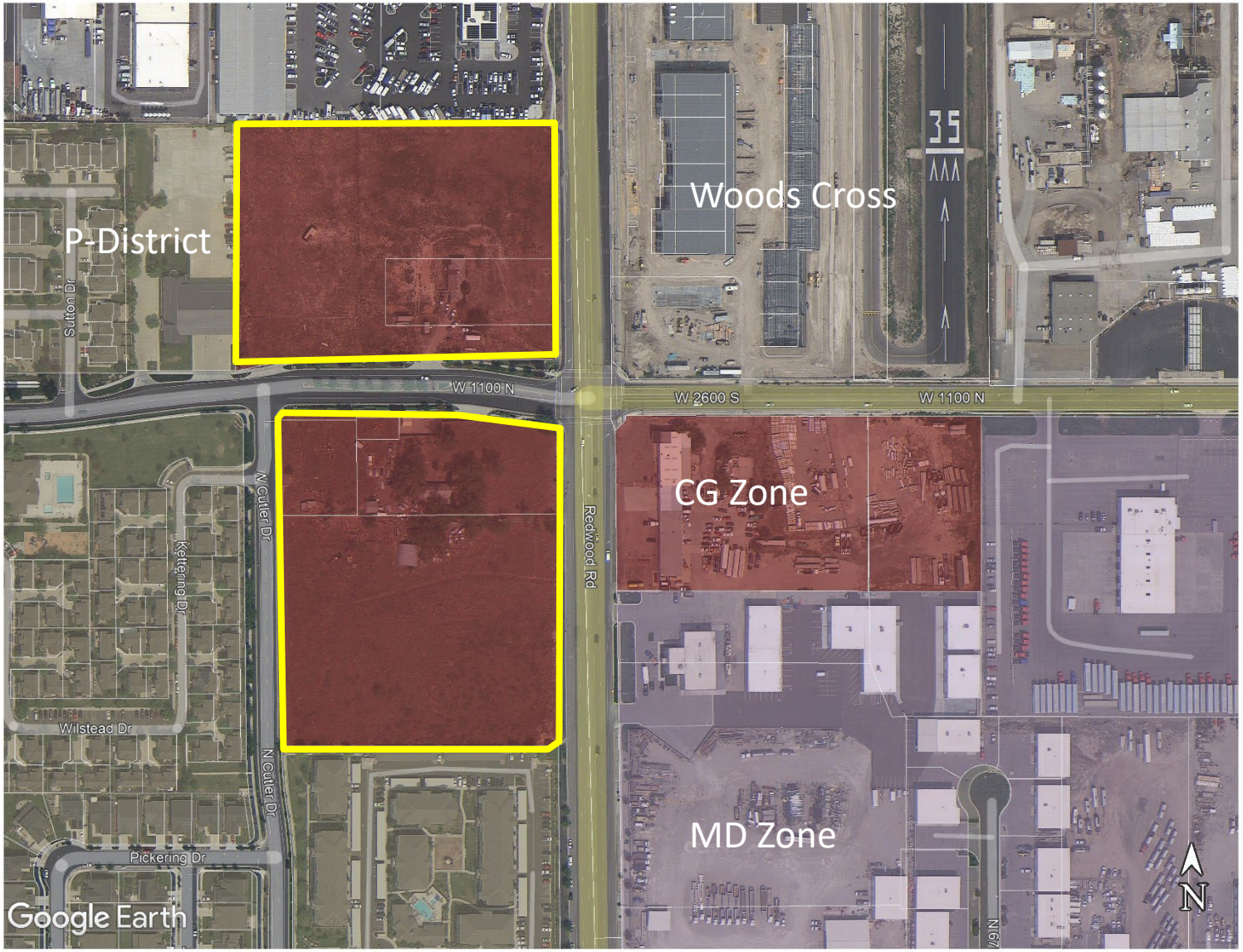
I move that the City Council approve the General Development Plan for Clifton Towns located at 2596 South and 1095 North Redwood Road with the following conditions to be determined at the time of development agreement approval:

1. Final architecture design;
2. Final layout;
3. Final engineering;
4. Submittal of a required development agreement;
5. The concept plan be modified as recommended by the Planning Commission to maintain the commercial use of the property along Redwood Road and thus reduce the overall number of dwelling units in the plan.

Attachments

1) Aerial/Zoning Map
2) GDP Concept Plan w/Landscape
3) Drafted Architecture
4) Brighton Email 07/13/2022

P-District Rezone and General Development Plan
Clifton Towns
Zoning



Reeve & Associates, Inc. - Solutions You Can Build On

37	2 Bedroom Units	Garage Parking 37
		Driveway Parking 22
52	3 Bedroom Units	Garage Parking 104
		Driveway Parking 56
99	Total Units	Surface Guest 29
		Total Parking: 248
		Ratio: 2.8 spaces/unit

45	2 Bedroom Units	Garage Parking 45
		Driveway Parking 16
66	3 Bedroom Units	Garage Parking 132
		Driveway Parking 52
111 Total Units		Surface Guest 33
		Total Parking: 278
		Ratio: 2.5 spaces/unit

North Salt Lake Town Homes

North Salt Lake, Davis County, Utah

Scale: 1" = 40'

Developer:
Taylor Spendlove
Brighton Homes
45 E Center St.
North Salt Lake, Utah
801-397-9775

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 www.reeve.co
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS
DATE DESCRIPTION

North Salt Lake Town Homes
Redwood Road
North Salt Lake, Davis County, Utah

Preliminary Landscape Plan

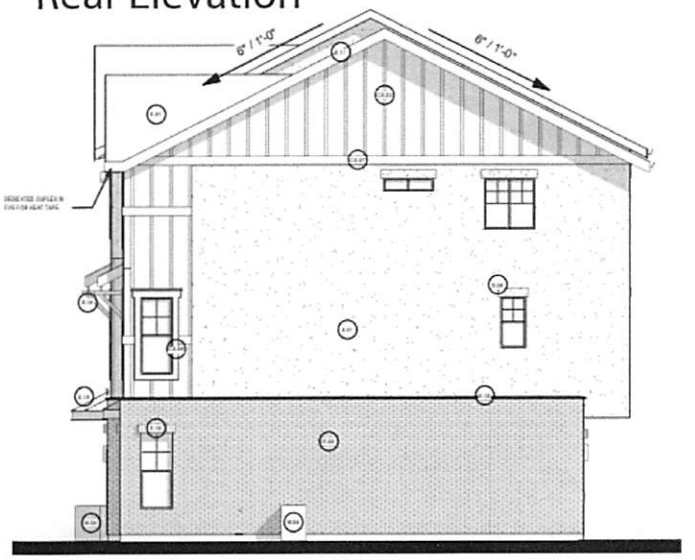
LICENSED LANDSCAPE ARCHITECT
6431661
NATHAN C. PETERSON
STATE OF UTAH

Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: N. PETERSON
Begin Date: 6-16-22
Name: North Salt Lake Town Homes
Number: 6440-23

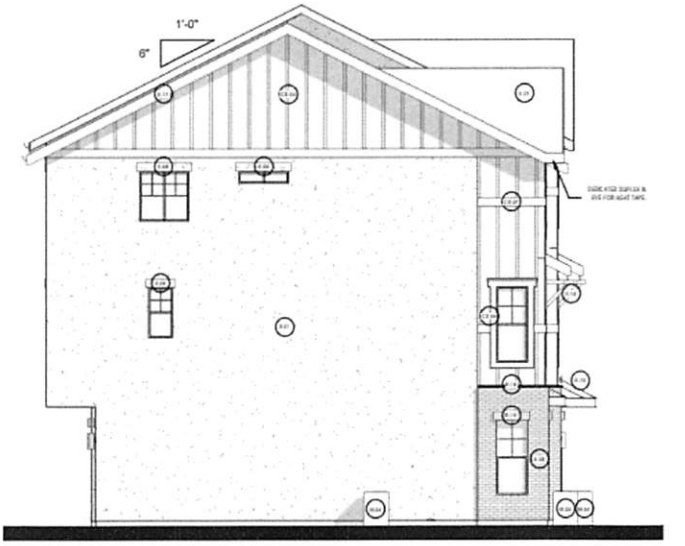
1
1 Total Sheets

Front Elevation

Rear Elevation



Side Elevation



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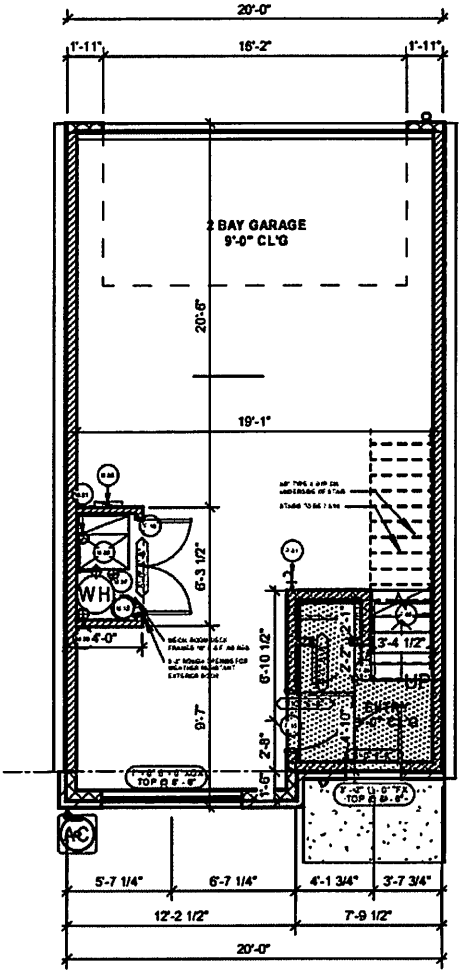
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19'-1"
WH
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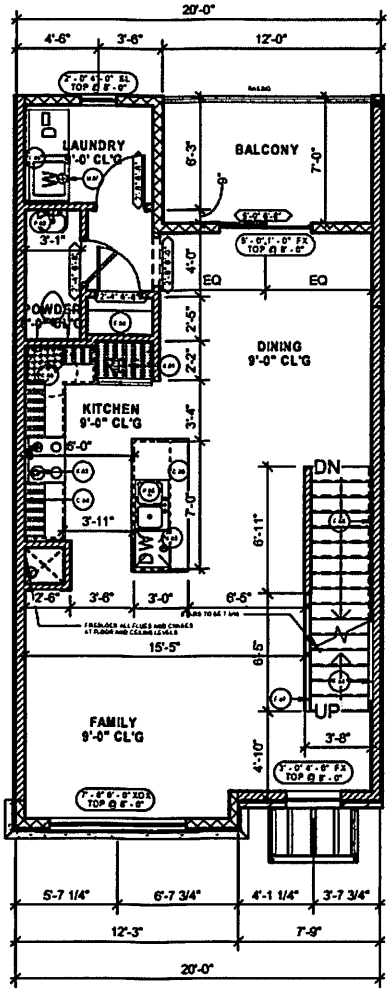
3'-7 3/4"
12'-2 1/2"
7'-9 1/2"
20'-0"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BALCONY
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DINING
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KITCHEN
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FAMILY
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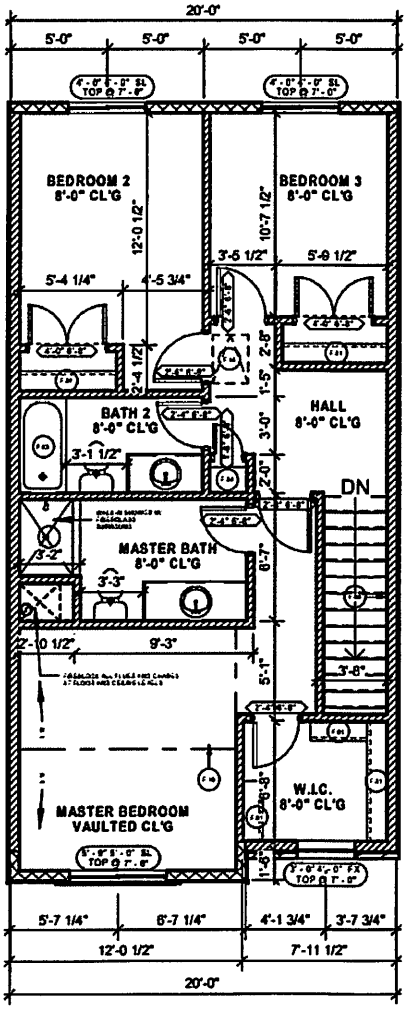
20'-0"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BEDROOM 3
8'-0" CL'G
BATH 2
8'-0" CL'G
HALL
8'-0" CL'G
MASTER BATH
8'-0" CL'G
MASTER BEDROOM
VAULTED CL'G
W.I.C.
8'-0" CL'G
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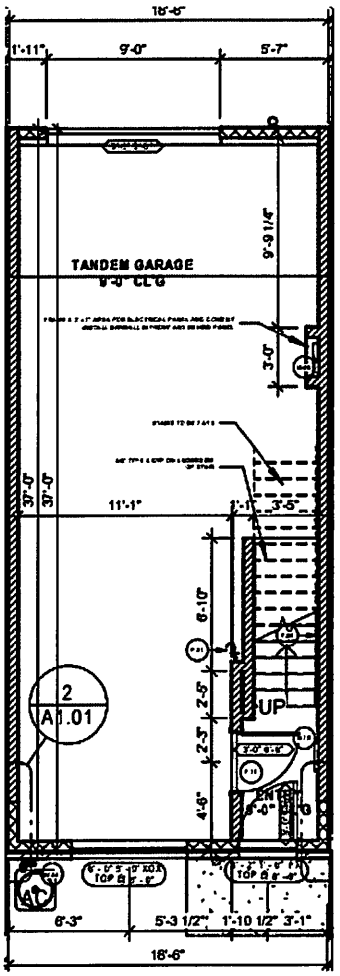
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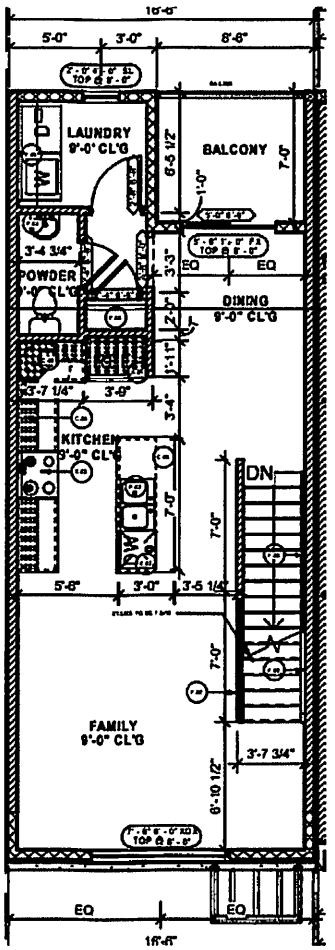
18'-6"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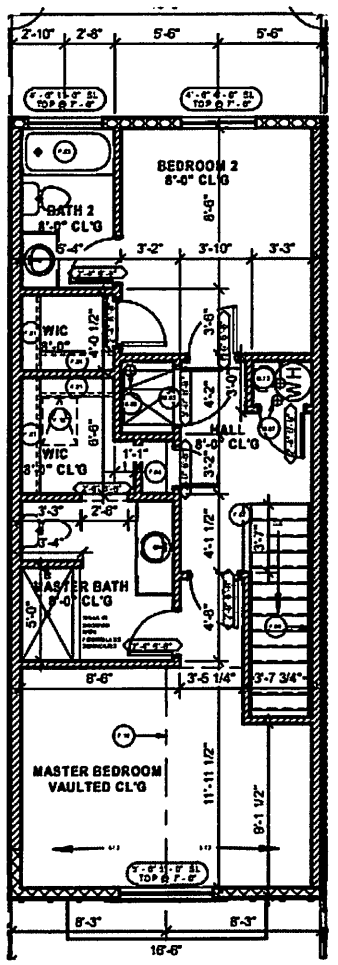
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MASTER BEDROOM
VAULTED CL'G
8'-6"
3'-5 1/4"
3'-7 3/4"
8'-3"
8'-3"
16'-6"

From: Taylor Spendlove
To: Sherrie Pace; Mackenzie Johnson
Subject: Clifton Place P District
Date: Wednesday, July 13, 2022 1:40:01 PM

Sherrie,

Due to the Planning Commission's recommendation last night we are creating additional site plans that reflect the changes they request. We would still like to proceed with our current proposed plans and make the arguments in favor of those plans to the City Council next week however we will deliver the alternative plans pre the PC recommendation in the next few days.

I appreciate everything the city has worked with us on and for the Planning Commissions and City Councils consideration.

Taylor Spendlove
Land Acquisition and Development
taylor@buildwithbrighton.com
www.brightoncommunities.com
O: 801-397-9755 **C:801-803-1090**

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-WORK SESSION
CITY HALL – COUNCIL CONFERENCE ROOM
10 EAST CENTER STREET, NORTH SALT LAKE
JUNE 21, 2022

DRAFT

Mayor Horrocks welcomed those present at 6:03 p.m.

PRESENT: Mayor Brian Horrocks
Councilmember Lisa Watts Baskin via Zoom
Councilmember Natalie Gordon
Councilmember Ted Knowlton
Councilmember Stan Porter
Councilmember Alisa Van Langeveld

STAFF PRESENT: Ken Leetham, City Manager; Jon Rueckert, Assistant Public Works Director; Heidi Voordeckers, Finance Director; Craig Black, Police Chief; Jayme Blakesley, City Attorney; Tyler Abegglen, Golf Course General Manager; Wendy Page, City Recorder; via Zoom – Sherrie Pace, Community Development Director.

OTHERS PRESENT: Johnny Ferry, Davis Remembers 9/11; Dee Lalliss, resident.

1. PRESENTATION ON DAVIS REMEMBERS 9/11 MEMORIAL EXHIBIT BY JOHNNY FERRY

Johnny Ferry reported it was the 20th anniversary of the September 11, 2001 attacks this year. To honor those lost and affected by the 9/11 attacks the Davis County community pledged a week of 9/11 volunteer support for a commemorative community event. He said a similar event occurred last year with over 15,000 attendees. The exhibit was done in partnership with the 9/11 Museum who provided many of the items on exhibit. The event would be held at the Legacy Event Center. Events included an indoor memorial walk-through media display of the events of 9/11 and subsequent responses, an indoor community gathering center with walk-up booths to meet police, fire, military, medical, and first responders with historical, Americana artifacts, collections, charities, and community service activists, as well as a parking lot touch a truck event.

Mr. Ferry commented they expected to have 50,000 attendees this year. He asked the City to provide several pictures to be part of a presentation highlighting each city in the County.

Councilmember Van Langeveld asked how schools could register to attend the event. Johnny Ferry replied they were working with the Davis School District.

Johnny Ferry said they needed approximately 400 volunteers for two hour windows. This event would be free to the public. Setup would be September 4th through the 6th with takedown on September 10th. The event would run from September 6th through 10th. He invited the City Council to attend Wednesday September 7th for breakfast and VIP tour. This event would be paid through sponsorships with local cities and businesses. Mr. Ferry commented that cities could participate through donations, advertising the event, and providing photos for display.

Councilmember Gordon asked to be sent more information on volunteer needs for the Youth City Council.

Councilmember Van Langeveld asked if there were volunteer opportunities for younger children. Johnny Ferry replied affirmatively and said they needed help with setup, takedown, and directing guests through the display.

2. DISCUSSION ON THE HATCH PARK FUNDING AND PLAN ALTERNATIVES

Ken Leetham suggested an additional work meeting would be necessary as the Hatch Park funding and plan alternatives was a complex project. He reviewed the process up to this point and the additional steps that would need to be taken. He showed a map of the Hatch Park property including a restricted area due to the Land and Water Conservation Fund (LWCF) property constraints. Mr. Leetham said it would not be possible to construct new buildings in the LWCF area. He spoke on the property acquisition with several properties along Main Street and four properties on 150 North. He said there were two additional properties yet to be acquired and a potential South Davis Recreation District satellite location that may be built. The Hatch Park timeline included the acquisition of nine properties from 2016-2022, demolition of two homes, several Hatch Park Committee meetings to discuss the redesign of the park, consultant plan preparation, meetings by the Hatch Park sub-committee to refine the consultant's plan, review by the Parks and Arts Committee, presentation of the plan to the original Hatch Park Committee, and review by the City Council on March 1, 2022 who had a preference for park design Option #1.

Ken Leetham presented the concept plan for Option #1 that was prepared by the consultant G. Brown Design. He said it was one of the few parks along the Wasatch Front to become a truly urban center type of park. There would be some traditional elements such as a water feature, playground, picnic areas, trails, and sports courts but also had a concrete plaza, pergola, water features with seating areas, and other unique features. Mr. Leetham shared the location of the proposed City community center that could be a library, senior center, retail, etc. The current cost estimate for the proposed Hatch Park redesign plan was $16 million for 15 plus acres. He said competing projects for the funds included the completion of 11 acres at Tunnel Springs Park (or cemetery) and improvements to 6.5 acres of Springhill passive open space.

Ken Leetham spoke on bringing this project to fruition and said there was not a single revenue stream to cover the $16 million. He said there were many potential funding sources that would cover the obligation, which staff would provide at a future date. This funding plan would show detailed funding options that reflected the City's cash position that could be used for an initial phase, projected revenue streams now and in the future. Recommended future steps included a future work meeting to discuss available funding options, public outreach to decide the level of support for the plan and allow staff to negotiate additional property purchases.

Mayor Horrocks asked if the City had the initial plans for the park minus the recreation center. He said the Recreation District struggled during the decade prior to COVID with flat revenue and increasing costs. He mentioned the District would place the proposed bond on a ballot but was unsure if it would be approved.

Jayme Blakesley commented this was a fair representation of the District and disclosed that his firm represented the City and the Recreation District. He said the District consented to the dual representation and asked the City to let him know if this ever became an issue. Mr. Blakesley confirmed if the District went forward with the bond, it was desired that the City provide a letter of intent for the satellite recreation center.

Ken Leetham said staff was working on a document detailing a partnership with the District in regards to a location at Hatch Park for the recreation center.

Councilmember Gordon asked about the financial strength of the City especially with the existing bonds for the golf course and another park. She said sales tax might be reduced in the future and asked if this was a great time to bond for $16 million.

Councilmember Van Langeveld asked about the timeframe for the park redesign. Ken Leetham replied there was not a rush and the City could wait to see what happened with sales tax and inflationary growth.

Heidi Voordeckers spoke on sales tax during the last recession. She said in fiscal year 2009 sales tax dropped by 14% followed by an additional 12% drop in 2010. It went back to the baseline by fiscal year 2012, which meant a four year total to recovery.

Councilmember Gordon expressed concern for committing residents to an additional bond payment at this time. Ken Leetham responded this could be further addressed at another work meeting. He noted staff would share a current, five year, and ten year plan.

Councilmember Knowlton asked when the District was planning to pursue a bond and if they had changed their strategy due to inflation, etc. Ken Leetham said the District was intending to go out for a vote on a bond this fall.

Jayme Blakesley said three years ago the Recreation District began a general plan process including reviewing new facilities. He said the District began the bond process, engaged a bond counsel and a financial advisor.

Councilmember Van Langeveld asked about the best case scenario for the City to propose a tax increase or a bond. Ken Leetham replied six to twelve months from now may be a better time in the hopes that construction pricing may decrease.

Councilmember Knowlton said it may be prudent to be more deliberate in finding the right time to proceed. He suggested working with the District on obtaining the recreation center, which may be difficult to achieve with the goal of waiting until a more favorable time.

Ken Leetham recommended looking at residents needs and if a $16 million expenditure for a new park was a plan the public would approve of. He said there were ways to gather public feedback and asked how much public outreach the Council would like to receive in support of the plan. Mr. Leetham explained the City had enough park impact fees to acquire the two remaining parcels and suggested the Council allow staff to proceed with this purchase.

Councilmember Gordon asked about the current value of the two remaining parcels. Ken Leetham replied it was approximately $450,000 to $500,000 per property.

Councilmember Baskin commented if those properties were valued that high then maybe the City should wait a little longer for prices to decrease. Ken Leetham replied this was an estimate and staff could obtain a more accurate property value for those homes.

Jayme Blakesley said staff could provide the legal parameters for purchasing property.

Sherrie Pace asked if property acquisition should be discussed in a closed session.

Ken Leetham asked the Council to consider what information they would need to make a decision.

The Council suggested the following information: a path forward to present to the public, an economic forecast, and a public poll performed by a professional survey company.

Ken Leetham said staff would present the following in an upcoming work session: financial information, a public outreach plan, and a plan to acquire the two properties.

Councilmember Van Langeveld commented the City could continue to move forward at this point and continue to evaluate the items discussed including if this was fiscally responsible.

Ken Leetham mentioned that a survey could also be done to assess the desire for a City cemetery. He said that two thirds of the City's population had lived there for less than 15 years and how purchasing a cemetery plot could create a stronger connection to the community.

Councilmember Knowlton suggested a multifaceted survey to obtain data on the desire for a cemetery, Hatch Park remodel, etc.

Dee Lalliss suggested remodeling Hatch Park in phases.

Mayor Horrocks recommended using the $1 million property acquisition costs for the park remodel and purchasing the properties at a later time. He spoke on how parks and recreation did not generally make money but said there was a value in having parks.

Councilmember Van Langeveld commented that parks were the counterpoint to higher density housing.

Ken Leetham said that placemaking was hard to quantify in dollars and that people would seek out desirable places. It was difficult to put a value on public open space and was more about how areas, such as the Town Center, looked and functioned. He explained that the City had time to pick the right window to progress on this project.

3. ADJOURN

Mayor Horrocks adjourned the meeting at 7:03 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
CITY HALL – COUNCIL CHAMBERS
10 EAST CENTER STREET, NORTH SALT LAKE
JUNE 21, 2022

DRAFT

Mayor Horrocks called the meeting to order at 7:26 p.m. Lisa Baskin offered a thought and Ken Leetham led those present in the Pledge of Allegiance.

PRESENT: Mayor Brian Horrocks
Councilmember Lisa Watts Baskin via telephone
Councilmember Natalie Gordon
Councilmember Ted Knowlton
Councilmember Stan Porter
Councilmember Alisa Van Langeveld

STAFF PRESENT: Ken Leetham, City Manager; Jon Rueckert, Assistant Public Works Director; Heidi Voordeckers, Finance Director; Craig Black, Police Chief; Jayme Blakesley, City Attorney; Tyler Abegglen, Golf Course General Manager; Wendy Page, City Recorder; via telephone Sherrie Pace, Community Development Director.

OTHERS PRESENT: Scott Babcock, Kum & Go; Dee Lalliss, resident; Nate Abbott, Galloway & Company.

1. CITIZEN COMMENT

Dee Lalliss asked how the water meters were read whether it was per meter or by a neighborhood average. He suggested the process could be explained in the City newsletter.

2. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2022-19R APPROVING BUDGET AMENDMENTS FOR FISCAL YEAR 2021-2022

Heidi Voordeckers reported at the end of the fiscal year there were budget adjustments that needed to be recommended to ensure funding was in the proper place. In the General Fund revenues for cable tax were increased based on higher than anticipated collections, while property tax revenues decreased to align with the certified tax rate revenues as required by State statute. There was also a need for small increases in several General Fund expenditures including fuel and utilities as well as the reallocation of wages for code enforcement from Public Safety to Development.

In the Redevelopment Fund the budget adjustments were related to debt service issues in 2021 for the Foxboro Wetlands Park project. Additional revenues included a transfer in from Park Capital to assist with debt service payments with increased expenditures related to the Highway 89 traffic study.

In the Local Building Authority (LBA) Fund there was a property purchase for the Hatch Park expansion and a transfer of impact fees for this purchase. In the Park Capital Fund there was a transfer to the LBA Fund for the property purchase, a transfer to the Redwood Road RDA for a debt payment, and an equivalent reduction in the fund balance. In the Water Fund there was an increase for meters/supplies, an increase in fuel prices, a refund of the Series 2010 water revenue bond, and a net decrease use of fund balance.

In the Storm Water Fund there was an increase to offset increased fuel prices and a net increase use of fund balance to cover that. In the Solid Waste Fund there was a net increase use of fund balance to cover interest due on customer deposit repayments. In the Golf Fund the adjustment was needed due to revenues exceeding expectations in green fees, driving range, pro shop, and cart rents and leases. This resulted in an increase in costs to offset costs of sales for the pro shop merchandise, operating expenditures, fuel prices, and the event center launch. There was also a net decrease in the use of fund balance.

Councilmember Baskin asked about the refunds in the Solid Waste Fund. Heidi Voordeckers replied staff reviewed all of the liabilities on the books for utility deposits and returned these funds, (in conjunction with the water deposit) to account holders.

Councilmember Van Langeveld moved the City Council approve Resolution 2022-19R: a resolution adopting an amendment to adjust the fiscal year 2021-2022 General Fund, Redevelopment Fund, Local Building Authority, Park Capital Fund, Water Fund, Storm Water Fund, Solid Waste Fund and Golf Fund budgets and allocating State and Local Fiscal Recovery Funds for Public Safety Wages and Benefits. Councilmember Porter seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

At 7:37 p.m. Councilmember Gordon moved to go into a public hearing for budget adjustments. Councilmember Knowlton seconded the motion.

There were no public comments.

At 7:38 p.m. Councilmember Gordon moved to close the public hearing. Councilmember Porter seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

(Clarifying Note: After holding the public hearing, the City Council repeated their previous action to approve Resolution No. 2022-19R)

Councilmember Van Langeveld moved the City Council approve Resolution 2022-19R: a resolution adopting an amendment to adjust the fiscal year 2021-2022 General Fund, Redevelopment Fund, Local Building Authority, Park Capital Fund, Water Fund, Storm Water Fund, Solid Waste Fund and Golf Fund budgets and allocating State and Local Fiscal Recovery Funds for Public Safety Wages and Benefits. Councilmember Porter seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

3. CONSIDERATION OF A PLAT AMENDMENT TO ADJUST PROPERTY LINES AND VACATE AN EXISTING PUBLIC UTILITY EASEMENT FOR A PROPERTY LOCATED AT APPROXIMATELY 822 SOUTH EAGLEPOINTE DRIVE, CARL RUPP, APPLICANT

Sherrie Pace reported the City received an application on a plat amendment for the Rupp Subdivision, which was originally approved in 2021. In 2013, a building permit was issued to construct an accessory structure on the property of 810 South Eaglepointe Drive, Lot 1122 of the Eaglepointe Estates Phase 11 Subdivision. The owner of Lot 1122 also owned an adjacent parcel and the accessory structure was built over the separating property line. That parcel was sold to Carl Rupp and incorporated into the recently approved Rupp PUD Subdivision. The Rupp Subdivision plat was approved with half of the subject accessory structure as being on Lot 1122 of the Eaglepointe Estates Phase 11 Subdivision and half on Lot 1 of the Rupp PUD. This plat amendment would adjust the property lines so the entire accessory structure was within Lot 1122 of the Eaglepointe Estates Phase 11 Subdivision. In addition to adjusting that property boundary the plat amendment would also vacate an existing eight foot public utility easement on the back of lot 1122 so that it did not interfere with the existing accessory structure.

The Planning Commission held a public hearing and then made a favorable recommendation of approval for this plat amendment.

Councilmember Porter moved the City Council approve the plat amendment for the Carl Rupp PUD Subdivision-First Amendment vacating a public utility easement and amending Lots 1 & 2 of the Carl Rupp PUD and lot 1122 of the Eaglepointe Estates, Ph. 11 Subdivisions with no conditions. Councilmember Knowlton seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

4. CONSIDERATION OF A CONCEPT PLAN FOR KUM & GO STORE SUBDIVISION LOCATED AT 1096 NORTH REDWOOD ROAD, NATE ABBOTT, GALLOWAY & COMPANY, APPLICANT

Sherrie Pace reported this property was approximately five acres in size and was zoned General Commercial (GC) with an existing industrial building on the lot. The applicant has proposed to build a convenience store and gas station, Kum & Go, on the corner and would like to subdivide the property in half to create two separate parcels. She explained the use on the second property would need to be compliant with FAA guidelines as it was located directly in the line of the Skypark Airport runway flight path. This approval would be for the concept plan that meets the minimum standards for size and frontage on the lot. The site plan, preliminary and final plat would return for review. The Planning Commission made a favorable recommendation for approval with no conditions.

Mayor Horrocks asked what was allowed in the flight path of a runway. Sherrie Pace replied that light industrial uses would be allowed with minimal employees, height restrictions, etc. She said any use or structure in the area would be required to obtain a letter from the FAA that the site plan was reviewed and the adopted guidelines were met.

Councilmember Porter moved the City Council approve the concept plan for the Kum and Go Subdivision located at 1096 North Redwood Road with no conditions. Councilmember Gordon seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, and Porter. Councilmember Van Langeveld abstained from voting.

5. CONSIDERATION OF RESOLUTION 2022-20R SETTING THE CERTIFIED TAX RATE FOR THE FISCAL YEAR 2022-2023 BUDGET

Heidi Voordeckers reported the certified tax rate for the City as set by the County Auditor was 0.000934 for fiscal year 2022-2023. This would generate approximately $2,867,877 in property tax revenue. It was estimated that approximately $93,602 of this revenue was related to new growth or new properties on the tax roll.

Councilmember Gordon moved the City Council approve Resolution No. 2022-20R a resolution of the governing body of the City of North Salt Lake setting the certified property tax rate for all property located within the City boundaries for fiscal year 2022-2023. Councilmember Knowlton seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

Mayor Horrocks commented that he had only seen one tax increase in the City over the last 25 years. He said the Council always discussed small annual tax increases but this was still not the year of an increase.

6. CONSIDERATION OF RESOLUTION 2022-21R ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2022-2023

Ken Leetham reported the public hearing for the proposed budget was held on June 7, 2022. He mentioned the resolution to approve the final budget included a 7% cost of living increase (COLA), a 12% year-over-year projected revenue growth in sales tax, the addition of four new positions including two full-time Parks employees, one full-time police officer, and one full-time golf maintenance employee, as well as Water and Storm Water rate increases.

Councilmember Porter moved the City Council approve Resolution No. 2022-21R: a resolution adopting the fiscal year 2022-2023 General Fund, Redevelopment Agency, Special Revenue Fund, Debt Service Fund, Capital Project Fund, Enterprise Fund, and Internal Service Fund budgets. Councilmember Van Langeveld seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

7. PRESENTATION OF ANNUAL FRAUD RISK ASSESSMENT

Heidi Voordeckers reported as part of the annual audit process the City was required to perform a self assessment of internal controls and financial policies to see where the City was at in terms of risk of fraud. Requirements included ethics trainings and a presentation to the governing body related to the analysis. She said the City was low risk for fraud with only a few items to address including appointing a new member to the City's Audit Committee. Ms. Voordeckers shared the fraud risk assessment performed by staff, which showed 365 points out of 395.

8. CONSIDERATION OF RESOLUTION 2022-22R APPOINTING A NEW MEMBER TO THE CITY'S AUDIT COMMITTEE

Ken Leetham reported the City formed an Audit Committee in 2020 and that Councilmembers Gordon and Porter, along with Mayor Horrocks, were currently serving on this committee. In order to be eligible for service on the Committee the members could not have any business dealings with the City within the previous two years. He said since Stan Porter had assisted with the City's building permitting software that a new appointment was necessary to replace him on the City's Audit Committee.

Councilmember Van Langeveld asked about the obligations for a Committee member. Ken Leetham replied the Committee met four times per year with a minimal workload. Committee members would work with an independent auditor.

Councilmember Gordon moved to nominate Councilmember Van Langeveld to serve on the North Salt Lake Audit Committee. Councilmember Porter seconded the motion. The

motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

Councilmember Gordon moved the City Council approve Resolution 2022-22R a resolution of the governing body of the City of North Salt Lake appointing members to the City's Audit Committee with the members being Councilmember Gordon, Mayor Horrocks, and Councilmember Van Langeveld. Councilmember Porter seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

9. CONSIDERATION OF RESOLUTION 2022-18R A DECLARATION OF POLICE DEPARTMENT SURPLUS PROPERTY

Chief Black reported this was for two vehicles that were donated to the City for bait cars in high theft areas. He said they were inoperable vehicles at this point and would not pass emissions inspections. The South Davis Metro Fire District has expressed interest in using these vehicles for training purposes.

Councilmember Porter moved the City Council declare the vehicles described as surplus and authorize the police department to transfer/donate these vehicles to South Davis Metro Fire for their use. Councilmember Knowlton seconded the motion.

Councilmember Gordon clarified this motion included Resolution 2022-18R a resolution of the City Council of the City of North Salt Lake declaring certain City property as surplus.

The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

10. ADJOURN INTO CLOSED SESSION

At 8:17 p.m. Councilmember Porter moved to convene in closed session to discuss the character, professional competence, or physical or mental health of an individual and potential or pending litigation. Councilmember Gordon seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

11. RECONVENE INTO REGULAR SESSION

At 8:41 p.m. Councilmember Gordon moved to adjourn the closed session and reconvene in the regular session. Councilmember Van Langeveld seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

12. APPROVAL OF CITY COUNCIL MINUTES

The City Council minutes of June 7, 2022 were reviewed and approved.

Councilmember Van Langeveld moved the City Council approve meeting minutes from June 7, 2022 as amended. Councilmember Porter seconded the motion. The motion was approved by Council Members Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

13. ACTION ITEMS

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

14. COUNCIL REPORTS

Councilmember Van Langeveld reported the City's Juneteenth event would be held Monday June 27th. She and the Mayor would be on Good Things Utah to talk about the event and how other cities could host similar events. The event would be held from 5-8 p.m. with food trucks, live music, and the Black History Museum bus. She asked that there be further discussions on whether Juneteenth could be a holiday for City staff.

Councilmember Van Langeveld spoke on the Health and Wellness Committee meeting and said they would pursue the Healthy Communities distinction. She then asked about firework restrictions and any additional restrictions due to the drought.

Mayor Horrocks commented the City generally followed the recommendations of the South Davis Fire District. He said everything above Orchard Drive was restricted.

Councilmember Porter explained the State legalized fireworks and the restrictions were based on fire protections.

Councilmember Gordon asked about restrictions for the area west of Redwood Road as there were dry conditions, some tightly packed homes, and the Legacy Preserve. She asked Mayor Horrocks if he would mention an additional firework ban on the west side of the City to the Fire Chief.

Councilmember Porter mentioned scrub oak/brush right by houses, defensible spaces, and the fire risk. He asked that this be a newsletter item.

Councilmember Baskin commented the concern to express to the Fire Chief was that half of the City was not protected. She said she did not understand the rational basis for this or that it was defensible.

Councilmember Gordon reported the new Youth City Council (YCC) leaders had started. She mentioned the need for a monthly stipend as the YCC met more often than the Planning Commission and Parks Committee.

Councilmember Baskin asked if there were special passes for the mayor and councilmembers to attend the Hill Air Force Base Air Show as provided in years past. Mayor Horrocks reported he had received a pass for four people to attend.

15. CITY ATTORNEY'S REPORT

Jayme Blakesley said he had nothing to report.

16. MAYOR'S REPORT

Mayor Horrocks asked about Google Fiber installation on the east side of the City. Ken Leetham replied that staff would research the installation schedule.

Mayor Horrocks reported on the South Davis Metro Fire purchase of two fire engines, which were 528 and 680 days out from delivery.

Mayor Horrocks encouraged the City Council to participate in Liberty Fest. He spoke on the UTA Bus Rapid Transit (BRT). Ken Leetham responded the City would have had a dedicated physical barrier for BRT that would require the expansion of Highway 89 through locations with existing development. He noted the City objected to this, which meant the planned BRT would become an express bus service or something similar.

Councilmember Knowlton commented the City could have stations and service with the same quality as BRT without the dedicated lanes.

Mayor Horrocks reported on the retirement celebration for Paul Ottoson, City Engineer, and said it was well attended. Ken Leetham replied Paul would be missed.

17. CITY MANAGER'S REPORT

Ken Leetham thanked Heidi Voordeckers for her expertise and management in the short time she had been with the City.

Ken Leetham reported on Liberty Fest and said this year it would include a fundraiser for the Teen Center. He said Teen Centers were an addition to the Davis High Schools for students in poverty or other issues to have a physical space in the school to shower, rest, eat, and obtain hygiene items.

Mr. Leetham suggested the Council could volunteer with the car show, fireworks, or the races. He also said the Council could sit with event sponsors and would email the list of VIP sponsors/seating. The City would also provide lunch to staff, the VIPs, and the Council.

Councilmember Porter asked about shuttle rides. Ken Leetham replied staff would provide this service.

Councilmember Porter also mentioned some participants were having communication issues with car show registration.

18. TRAINING ON THE OPEN AND PUBLIC MEETING ACT

Due to technical difficulties, staff sent a training video to the Council to view at their convenience.

19. ADJOURN

Mayor Horrocks adjourned the meeting at 9:37 p.m.

The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday July 19, 2022 by unanimous vote of all members present.

_____ _____

Brian J. Horrocks, Mayor *Wendy Page, City Recorder*

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING – SPECIAL SESSION
CITY HALL – COUNCIL CONFERENCE ROOM
10 EAST CENTER STREET, NORTH SALT LAKE
JUNE 28, 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 welcomed those present at 4:36 p.m.

PRESENT: Mayor Brian Horrocks via Zoom
Councilmember Lisa Watts Baskin via Zoom
Councilmember Natalie Gordon via Zoom
Councilmember Ted Knowlton via Zoom
Councilmember Stan Porter
Councilmember Alisa Van Langeveld via Zoom

STAFF PRESENT: Ken Leetham, City Manager; Heidi Voordeckers, Finance Director; Wendy Page, City Recorder.

1. CONSIDERATION OF RESOLUTION 2022-23R: A RESOLUTION AUTHORIZING THE CITY TO "PICK UP" THE EMPLOYEE PORTION OF THE TIER 2 PUBLIC SAFETY AND FIREFIGHTER RETIREMENT SYSTEM 2022 ENHANCEMENTS

Ken Leetham commented this item was meant to be included with the recent budget approval. He noted this would be a simple and low-cost action related to the public safety and firefighter retirement system 2022 enhancements. He explained the history behind this item including adjustments to the Tier 2 Public Safety and Firefighter Retirement System 2022 rate by the State legislature. Mr. Leetham indicated the rate was increased and allowed cities, counties, and other entities to elect to pay this on behalf of their employees or employees would be responsible to make up the difference through normal payroll deductions. He acknowledged the City elected by resolution to cover the increase in 2020, which was 2.27% at that time with another .32% increase in 2022 or $1,600 overall. Mr. Leetham said the City had seven employees at Tier 2 with the remainder of the employees at Tier 1 which was a different retirement benefit. He recommended continuing to pay the difference for City employees as it reflected the commitment to those employees. He stated the retirement benefits for Tier 2 employees were not as full as those for Tier 1 employees.

Ken Leetham said the State legislature had tried to decrease the difference and police and fire had also lobbied for similar benefits for Tier 1 and 2 employees. He felt that over time there

would be a more equitable benefits for Tier 1 and 2 employees and suggested the City cover the difference at this time.

Councilmember Knowlton moved the City Council approve Resolution No. 2022-23R: a Resolution of the Governing Body of the City of North Salt Lake authorizing the City to "pick up" the employee portion of the Tier 2 Public Safety and Firefighter Retirement Systems 2022 Enhancements. Councilmember Porter seconded the motion.

Ken Leetham clarified the City would not be contributing directly to the firefighter's retirement system since firefighters are not City employees, but part of the South Davis Metro Fire Service Area.

Mayor Horrocks recommended striking that from the motion.

Councilmember Knowlton moved to amend his motion to remove "firefighter" from his motion. Councilmember Porter seconded the amended motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.

2. ADJOURN

Mayor Horrocks adjourned the meeting at 4:44 p.m.

The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday July 19, 2022 by unanimous vote of all members present.

_____ _____

Brian J. Horrocks, Mayor *Wendy Page, City Recorder*

Action Items for July 19, 2022

Item	Staff	Description
New		
1	Heidi	Newsletter item to explain the process on how water meters were read and how residential fees are billed.
2	Ken	Agenda item for Juneteenth to potentially determined as a holiday for City staff.
3	Dane Stone	Newsletter item about fire risk (including scrub oak/brush by homes, defensible space, etc.) *This item is done and will be in the July newsletter. (7-14-2022)*
4	Ken	Staff to find the installation schedule for Google Fiber particularly in the east side of the City.
Current		
1	Ken/David	(5-17-22) Staff will look into alternatives for the fishing pond such as a stationary dock or a trail. *Staff will reach out to designer to see if anchored dock could be a cheaper option. (5/18/22)*
2	Sherrie/Sandra	(5-17-22) Staff will see what if any violations are occurring or public safety issues there are at properties on Orchard Drive across from O'dell Lane. *Need to know if there is a complainant that is willing to allow code enforcement to view from their property and willing to testify. Cannot see violations from street. (5/31/2022)*
3	Ken	(5-17-22) Work with Council Member Knowlton to update items requested in the past to the action items list: water wise landscaping plan; active transportation implementation assessment and report back; General Plan implementation assessment report back to City Council; coordinate meeting with neighboring city councils.
4	Ken	(5-17-22) Staff to review alternatives for uses of City-owned properties at City Hall parcels and Hatch Park; develop process for making decisions.
5	Ken, Todd	(4-19-22) Staff to work with Rulon Crosby (510 Lacey Way) on prescriptive easement issue (5-17-22) **or other possible easement solutions.** *Staff met with Mr. Crosby and is working to finalize a draft agreement to allow access.*
6	Craig	(4-19-22) Staff to review truck restricted route on Center Street including whether tickets should be issued. *Staff will prepare a recommendation for the City Council on use of Center Street as a truck route. (5/12/22)*
7	David, Sherrie	(4-19-22) Staff to revisit the City's conservation landscaping plan in the fall. Also potentially amend the General Plan to address alternative landscaping (drought tolerant) in the City. *Alternative landscaping Ordinance drafted 5/31/22)*
8	Ken	(4-19-22) Staff to follow-up with Woods Cross on the dog park and then report back to the Council. *Staff has made the request to the City and is waiting for a response from Woods Cross. (4/27/22)*
9	Sherrie/Linda	(4-5-22) Staff to work with UTA on notifying the public of the changes that would occur in August (including discontinuation of Foxboro routes/removal of signage) *UTA is attending public events and coordinating social media outreach with Linda. (5/31/22)*
10	Sherrie	(4-5-22) Research resolutions to the parking issues on Buckingham Drive including speaking with Coventry HOA on garage parking requirements *Sherrie is contacting HOA (04/11/2022)*
11	Ken/Linda	(3/15/22) Health and Wellness Committee items: review of unsheltered population particularly along the Jordan River, newsletter or additional to address fraud particularly of the elderly. *Staff will work on articles for newsletter (4/12/22)*
12	Ken	(3/15/22) Employee training related to phishing, fraud, malware/ransomware, etc. *Ken to arrange this training with ETS. Some phishing training has been done with City Hall staff (4/12/22)*

13	Sherrie/Ken	(3/15/22) Review cemetery possibilities including land in (or outside of) the City. *Sherrie to schedule meeting with Planner to discuss options (4/12/22)*
14	Sherrie	(3-1-22) Staff to review disproportionate and other fees related to businesses like gas stations (cost of local consent licenses and State liquor sales license). *Staff to prepare memo (5/10/22)*
15	Ken	(1-18-22) Prepare and present plans for the remainder of the TIF collection periods for Redwood Road and Highway 89 CDA project areas. *Staff will prepare a report for this item together with detailed financial estimates for the two project areas. (Updated 1/20/22)*
16	Ken	(1-4-22) Options for emergency preparedness training for staff including windstorms, landslides, etc. *Staff is exploring solutions with Davis County (4/12/22)*
17	Tyler, Ken	(9-7-21) Council Member Porter asked about golf course damage that occurs at Gary Way near the golf course and adopting official policy related to this. *Was reviewed by the City Council on the 11/6/21 CC meeting. Staff is continuing to work on a solution.*
18	Paul	(5-18-21) Staff to research solutions for maintaining commuter trail along the frontage road to SLC. *Staff feels the best solution is to require Lakeview Rock Products to meet all SWPPP regulations so no dirt is deposited along the Frontage Road. (5/10/22)*
19	Sherrie	(2-16-21) 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. *An RFP is being prepared to complete the amendment.*
20	Ken	(2-16-21) Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. *Staff is working on a follow-up report to the City Council.*
21	David, Ken	(3-1-22) Review the park reservation cleaning deposit next year to see if it was effective in relation to damage/cleaning-Staff to provide a study by the end of 2022. *Staff to report back to Council in November following the 2022 season. (4/12/22)*

City Council Update

July 19, 2022

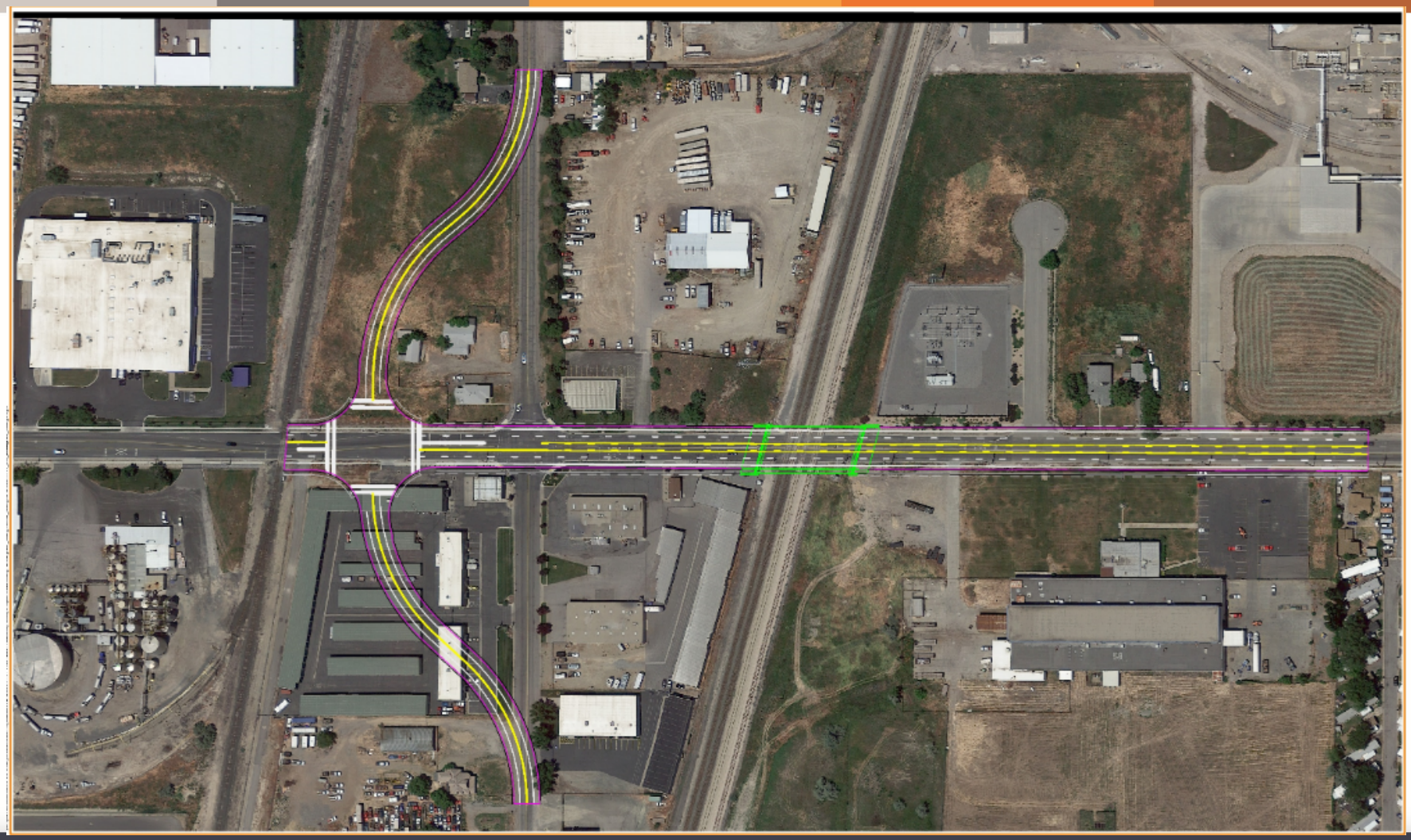
HORROCKS ENGINEERS

1100 N/2600 South Grade Separation Project

- Background
  - Feasibility Study Completed 2018
  - Project Goals:
    - Address safety concerns
    - Reduce congestion
    - Reduce emergency response times
  - Concept level screening of alternatives
  - Preferred Alternative Selected

1100 N/2600 S Grade Separation Project Preferred Alternative - Project Elements

- Bridge over UPRR/UTA Tracks
- Realigned Main Street, connected with WCIL RR Crossing Gates
- Realigned WCIL Industry spur line option
- Active Transportation elements



Feasibility Study Preferred Alternative

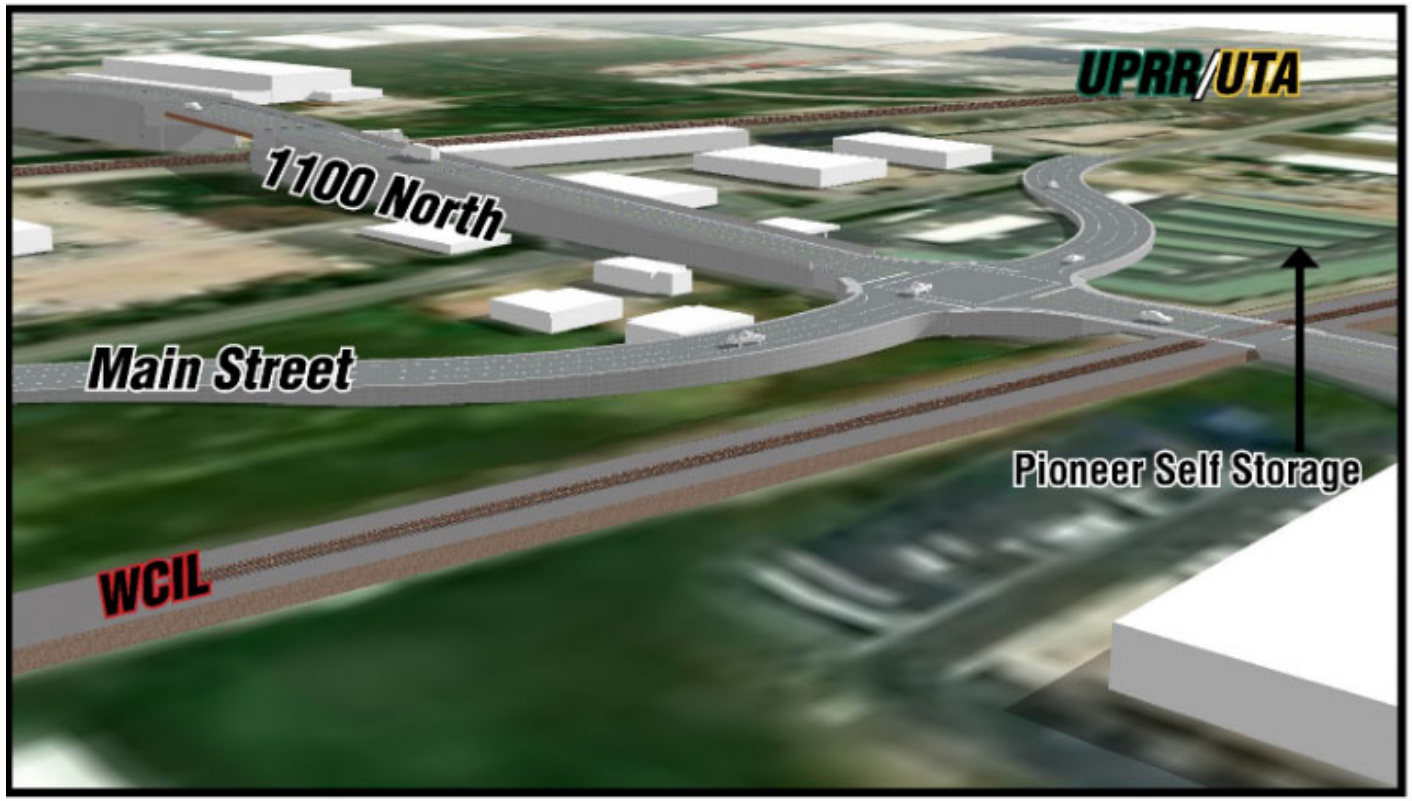
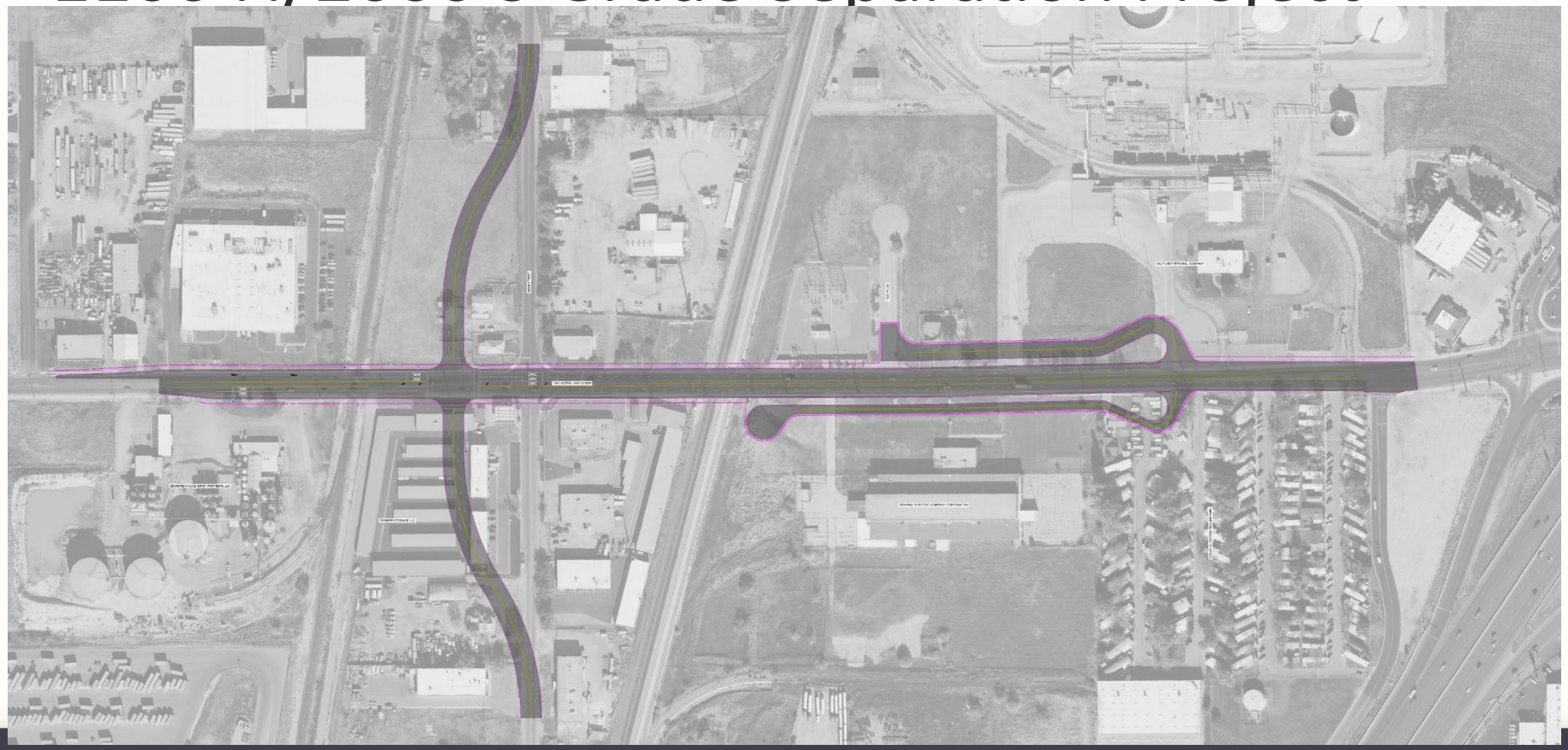


Figure 14 - Realigned Main Street Concept View #1

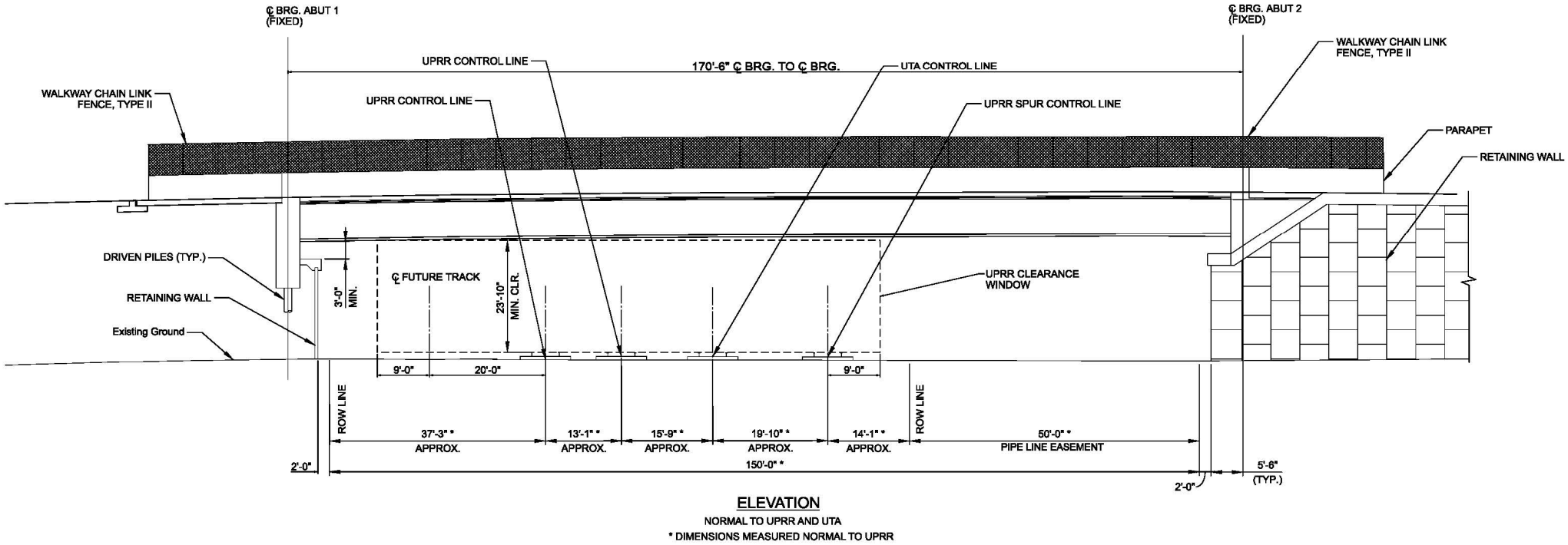
1100 N/2600 S Grade Separation Project Current Phase Tasks

- Complete State Environmental Status (SES)
  - Field Studies, Data Collection
- Preliminary Engineering –refinements of Preferred Alternative
- Coordination with UPRR/UTA
  - Preparation of Concept Plan Submittal to UPRR
- Coordination with UDOT Region 1 and I-15 team

1100 N/2600 S Grade Separation Project



Elevation View

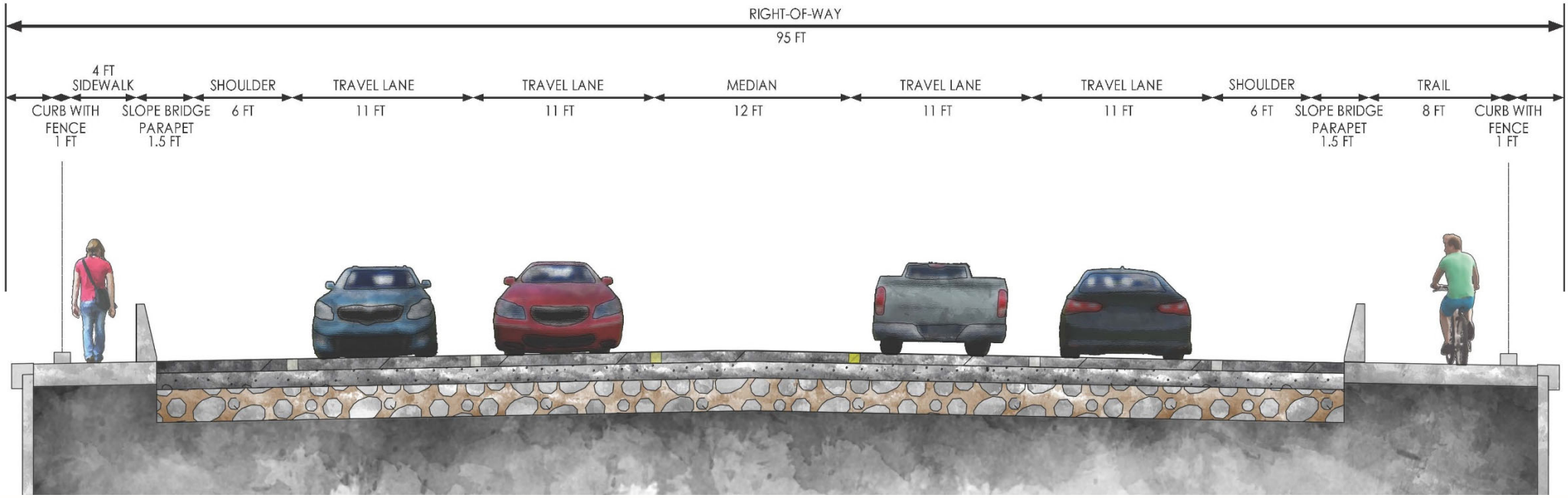


ELEVATION

NORMAL TO UPRR AND UTA

* DIMENSIONS MEASURED NORMAL TO UPRR

1100 N/2600 S Grade Separation Project
Proposed Typical Section



1100 N/2600 S Grade Separation Project

Project Challenges

- Coordination and Impacts to Railroad Crossings
  - UPRR Requirements and desire for grade separation at WCIL
- Increasing Construction Costs
- Anticipated Settlement
- High Risk Utilities and impacts to those
- Right of Way impacts

1100 N/2600 S Grade Separation Project Schedule and Next Steps

- Environmental Studies Underway
- Concept Plan Submittal to UPRR
- Stakeholder Engagement and Public Involvement
- Refining Alternative

City of
NORTH SALT LAKE
CITY COUNCIL
Work Session
July 19, 2022
6:00 p.m.

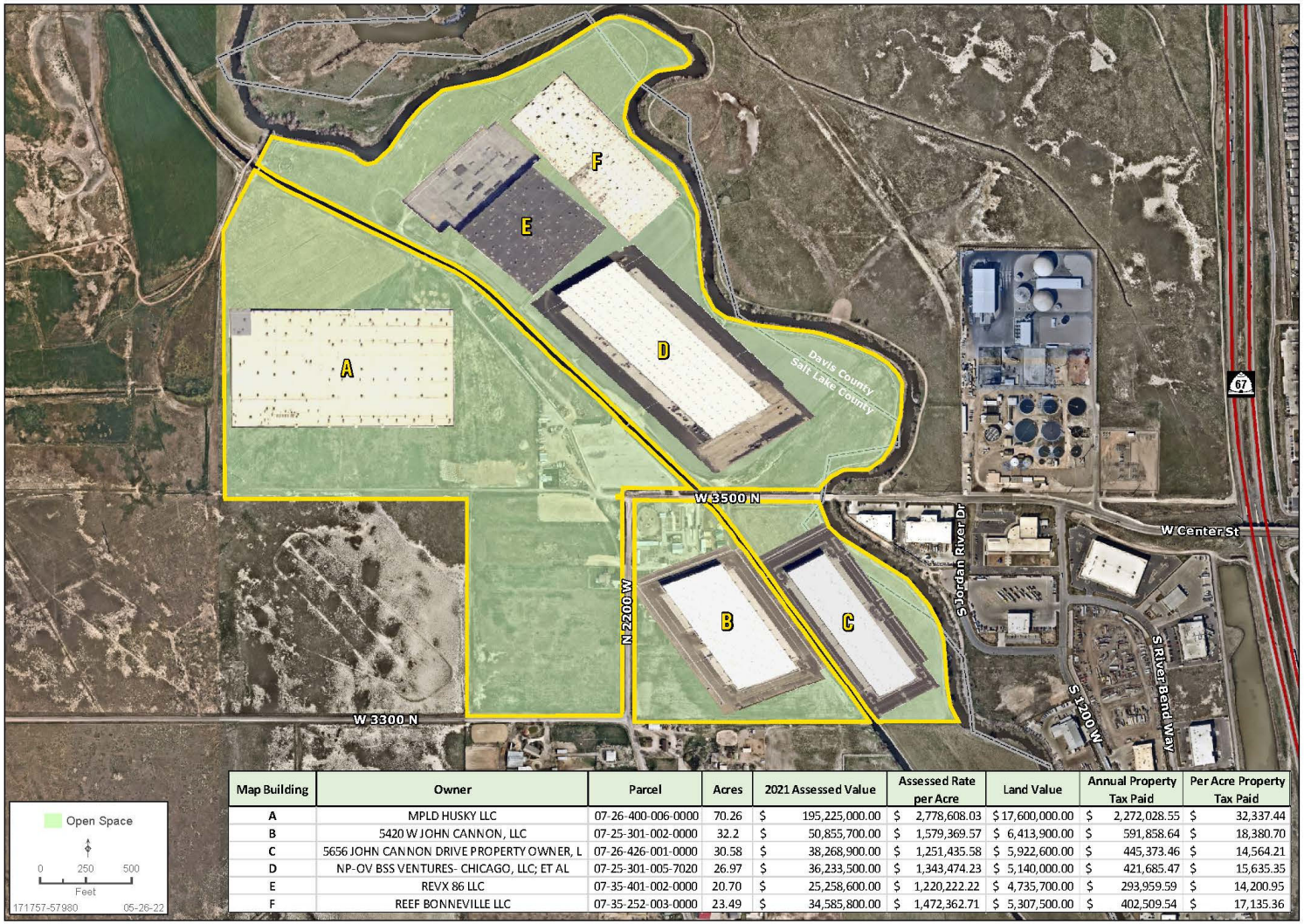
UPDATE
1100 North Bridge Project

DISCUSSION
Cross E Ranch

CROSS E RANCH | INDUSTRIAL

Zachary Hartman | 801.704.1626 | www.landadvisors.com

Land Advisors ORGANIZATION



Map Building	Owner	Parcel	Acres	2021 Assessed Value	Assessed Rate per Acre	Land Value	Annual Property Tax Paid	Per Acre Property Tax Paid
A	MPLD HUSKY LLC	07-26-400-006-0000	70.26	$ 195,225,000.00	$ 2,778,608.03	$ 17,600,000.00	$ 2,272,028.55	$ 32,337.44
B	5420 W JOHN CANNON, LLC	07-25-301-002-0000	32.2	$ 50,855,700.00	$ 1,579,369.57	$ 6,413,900.00	$ 591,858.64	$ 18,380.70
C	5656 JOHN CANNON DRIVE PROPERTY OWNER, L	07-26-426-001-0000	30.58	$ 38,268,900.00	$ 1,251,435.58	$ 5,922,600.00	$ 445,373.46	$ 14,564.21
D	NP-OV BSS VENTURES- CHICAGO, LLC; ET AL	07-25-301-005-7020	26.97	$ 36,233,500.00	$ 1,343,474.23	$ 5,140,000.00	$ 421,685.47	$ 15,635.35
E	REVX 86 LLC	07-35-401-002-0000	20.70	$ 25,258,600.00	$ 1,220,222.22	$ 4,735,700.00	$ 293,959.59	$ 14,200.95
F	REEF BONNEVILLE LLC	07-35-252-003-0000	23.49	$ 34,585,800.00	$ 1,472,362.71	$ 5,307,500.00	$ 402,509.54	$ 17,135.36

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City of
NORTH SALT LAKE

CITY COUNCIL Meeting

July 19, 2022
7:00 p.m.

CITIZEN COMMENT

MASTER SERVICES AGREEMENT
ETS Communications, LLC

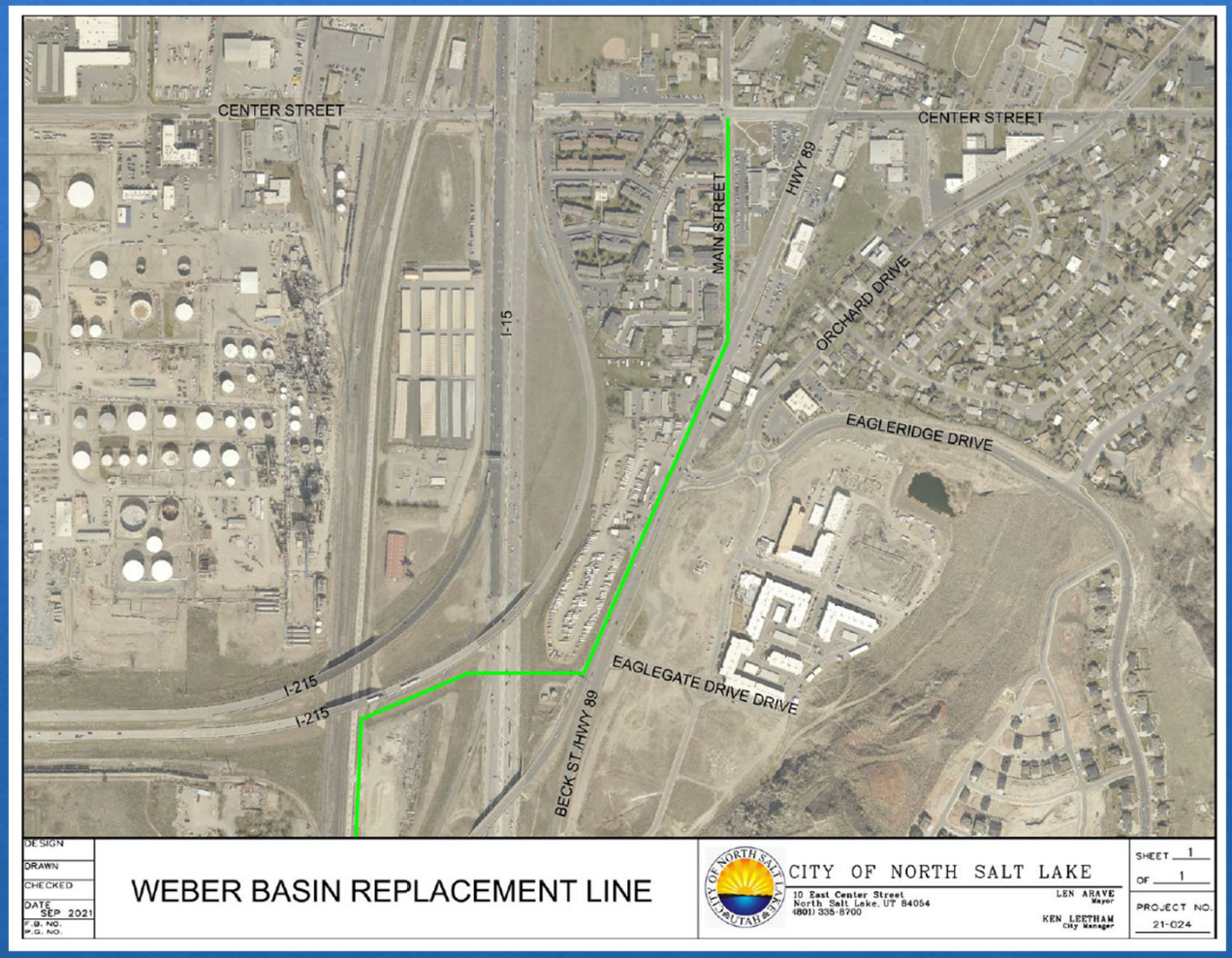
RESOLUTION 2022-24R
Comprehensive Fee Schedule
Sanitation Rates

Proposed Adjustment to Fee Schedule

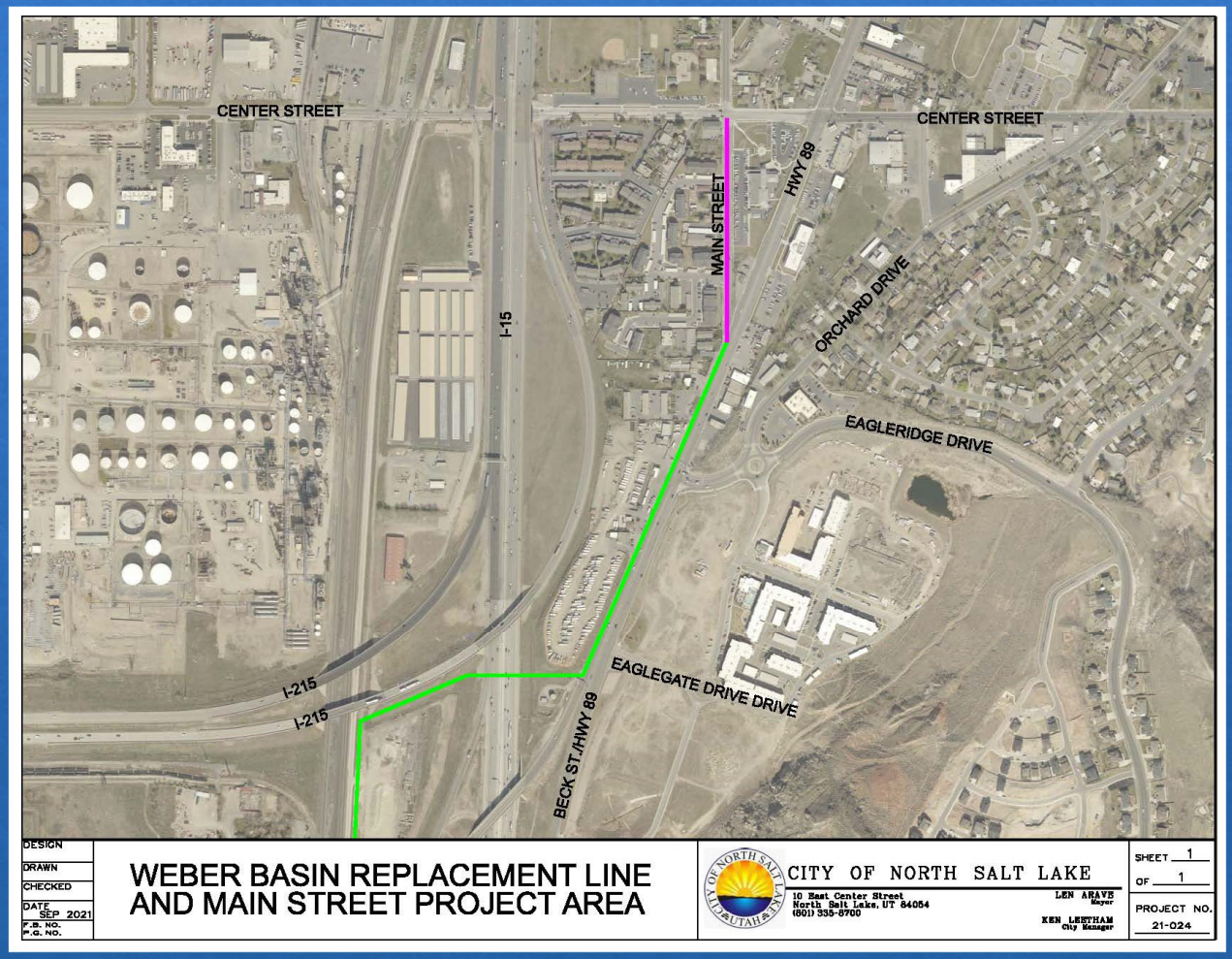
- **Garbage**
  - Current Monthly Rate: $14.45/can
  - Proposed Monthly Rate: $15.87/can
- **Recycling**
  - Current Monthly Rate: $5.70/can
  - Proposed Monthly Rate: $6.26/can
- **Total Increase of 9.8%**
  - 8.3% per service provider contract
  - 1.5% for general operations
  - Approximately $11,000 in additional monthly income

BID AWARD ACCEPTANCE
Main Street Water Line &
Street Reconstruction

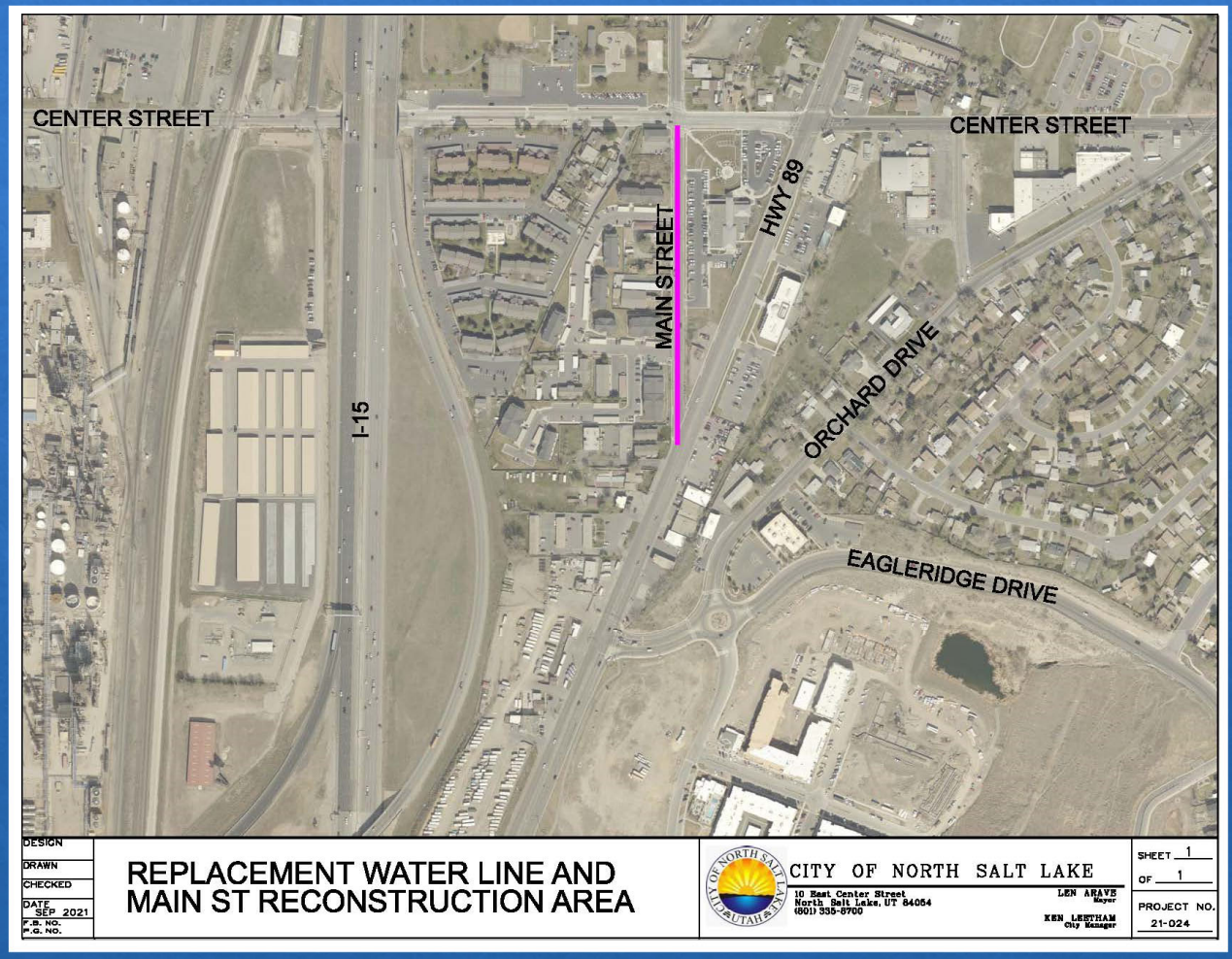
Weber Basin Site Map



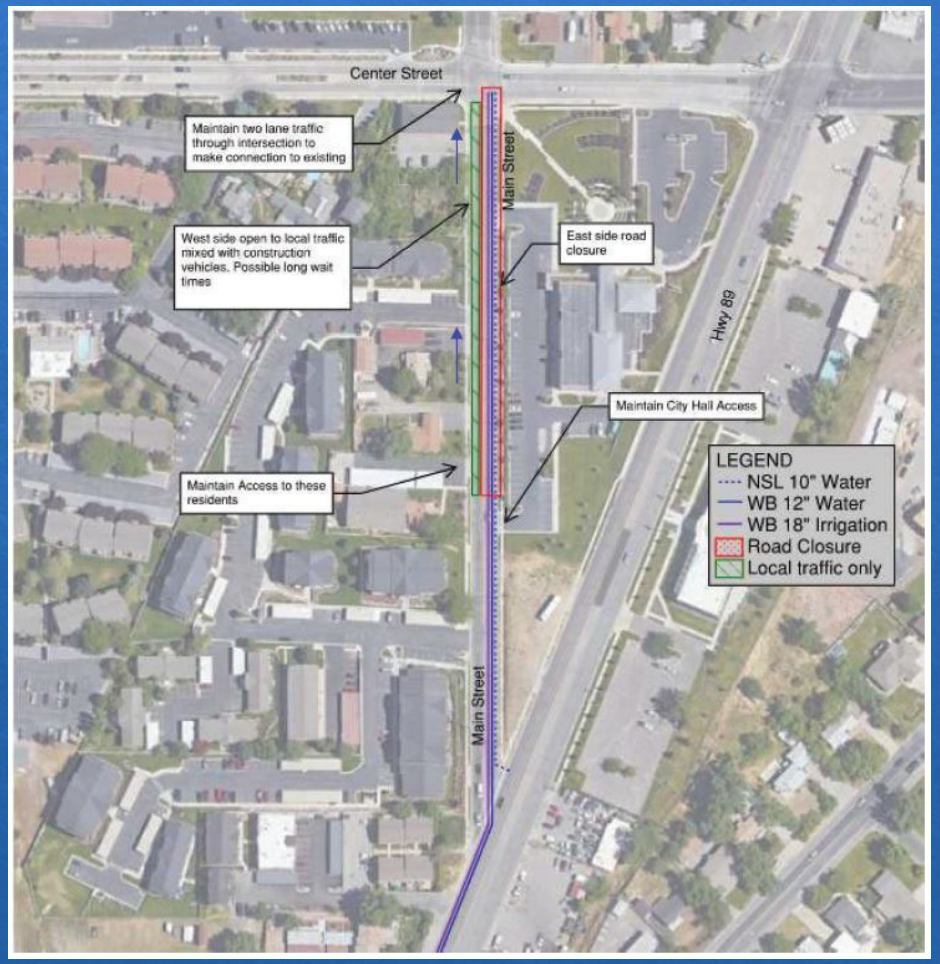
Weber Basin Water Line & Main Street Site Map

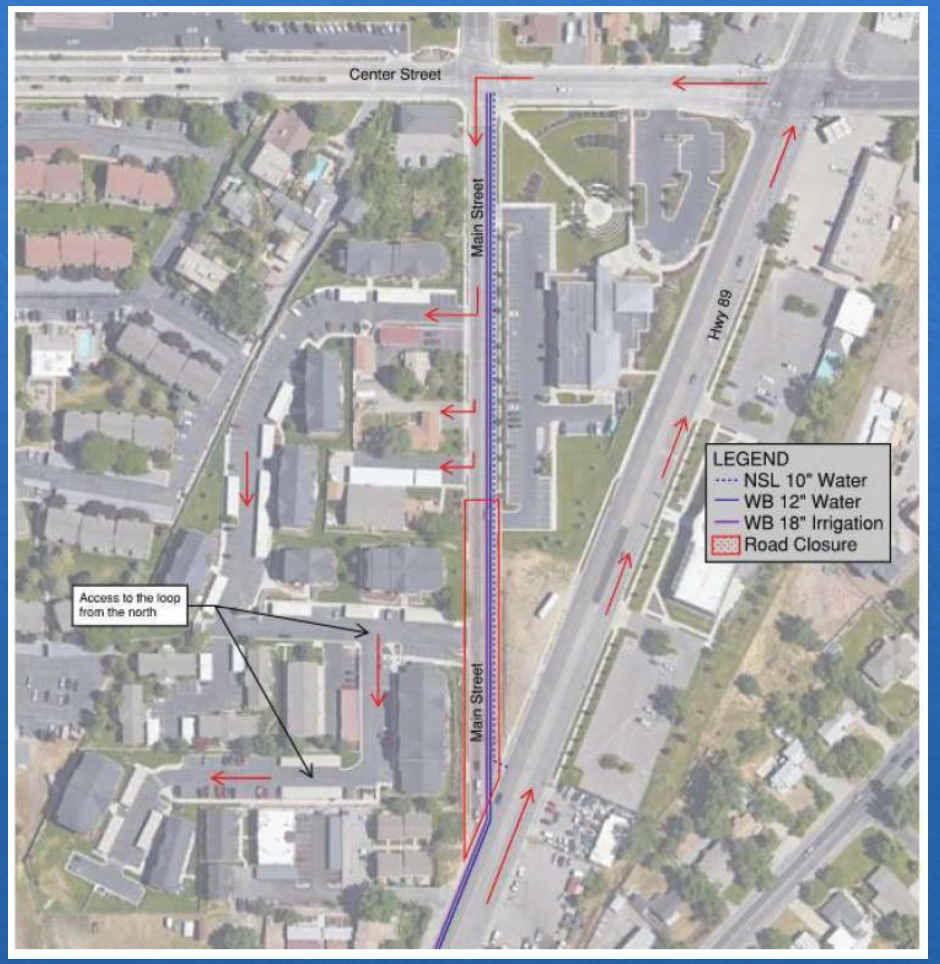


Main Street Project Site Map



Main Street Project Traffic Control





City Obligation	Bid Cost	City Portion
Water line materials (10” City line)	$192,500	$192,500.00
Installation of 3 water lines & trench asphalt	$122,500	$ 40,833.33
Main St reconstruction outside water trench	$167,400	$167,400.00

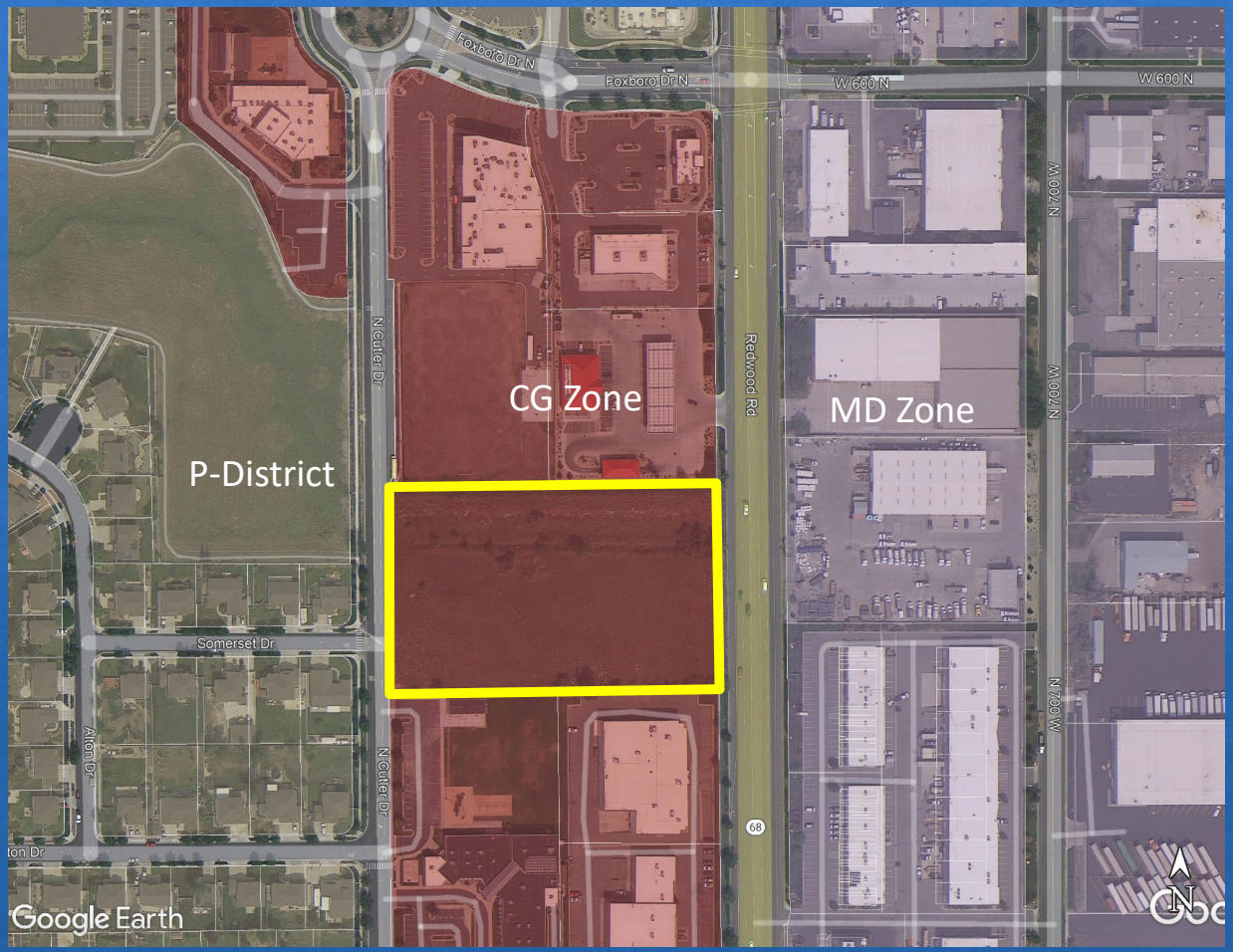
Total bid cost to City is $400,733.33. Total project budget is shown below:

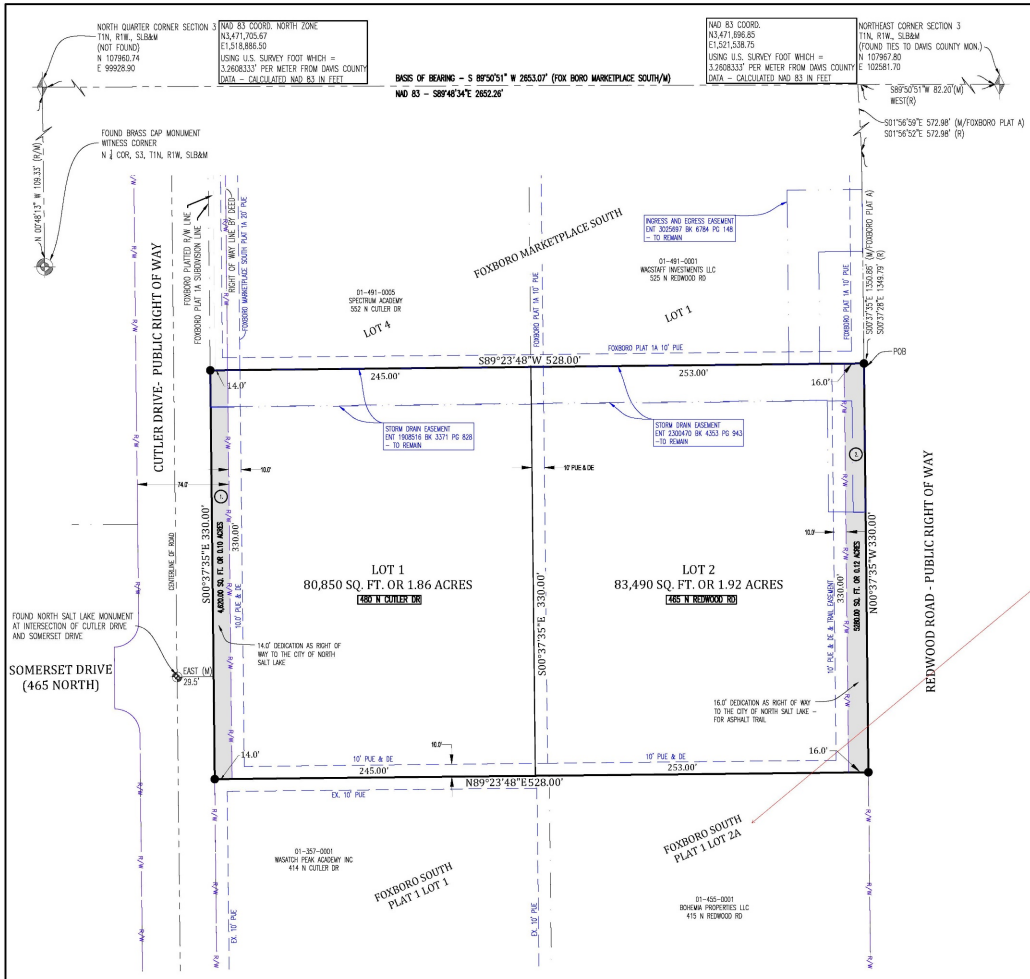
	Bid Amount	Budget
Water fund	$233,333.33	$295,000
Street fund	$167,400.00	$144,800*

* Budget adjustment will be required

CONCEPT PLAN
Phoenicia Place Subdivision
480 North Cutler Dr.

Concept Plan
Phoenicia Place Subdivision
Zoning/Aerial





PHOENICIA PLACE SUBDIVISION

LOCATED IN THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.
NORTH SALT LAKE CITY
JULY 2022

PLAT NOTES

1. WHEN LOT 1 IS DEVELOPED, A MINIMUM 5' WIDE PARK STRIP AND 4' WIDE SIDEWALK SHALL BE CONSTRUCTED AND MAINTAINED AS PART OF THE DEVELOPMENT.
2. WHEN LOT 2 IS DEVELOPED, AN ASPHALT TRAIL WITHIN THE 16' DEDICATION AND 10' TRAIL EASEMENT IS TO BE CONSTRUCTED AND MAINTAINED AS PART OF THE DEVELOPMENT.
3. THE FINISHED FLOOR ELEVATION OF ANY BUILDING SHALL BE AT LEAST ONE (1) FOOT ABOVE THE LOWEST TOP BACK OF CURB GRADE ADJACENT TO THE LOT.
4. THE APPROVAL OF THIS DEVELOPMENT PLAT BY NORTH SALT LAKE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUBSURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
5. ALL LOT CORNERS WILL BE LOCATED AND MARKED ON THE GROUND WITH A ½" REBAR AND PLASTIC CAP STAMPED "PETERSON ENG. LS 295720".
6. WHEN BOTH LOTS ARE DEVELOPED, ALL UTILITIES SHALL BE CONSTRUCTED AND MAINTAINED AS PART OF THE DEVELOPMENT.

LEGEND

- SET 5/8" x 24" REBAR W/ PLASTIC CAP STAMPED "LS 295720"
- DENOTES SECTION CORNERS
- DENOTES FOUND MONUMENTS
- [1349 S] DENOTES LOT ADDRESSES
- P.U.E. AND DRAINAGE EASEMENTS
- RIGHT OF WAY LINE
- SUBDIVISION BOUNDARY LINE
- INTERIOR BOUNDARY LINES
- EXISTING EASEMENTS
- DEDICATION OF RIGHT OF WAY TO THE CITY OF NORTH SALT LAKE

GRAPHIC SCALE
-40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FT.

VICINITY MAP – NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, DAVID D. PETERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 295720, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOW AS PHOENICIA PLACE SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET THE FRONTAGE, WIDTH, AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCE.

BOUNDARY DESCRIPTION

A TRACK OF LAND LOCATED WITHIN THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; BASIS OF BEARING BEING SOUTH 89°50'51" WEST BETWEEN THE NORTHEAST CORNER AND NORTHQUARTER CORNER OF SAID SECTION, SAID TRACK OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING SOUTH 89°50'51" WEST 82.20 FEET ALONG SAID SECTION LINE AND SOUTH 01°56'59" EAST 572.98 FEET AND SOUTH 00°37'35" EAST 1350.86 FEET FROM SAID NORTHEAST CORNER OF SAID SECTION 3 TO THE POINT OF BEGINNING; THENCE SOUTH 89°23'48" WEST 528.00 FEET ALONG THE SOUTH LINE OF FOXBORO MARKETPLACE SOUTH SUBDIVISION TO THE EASTERLY RIGHT OF WAY LINE OF CUTLER DRIVE; THENCE SOUTH 00°37'35" EAST 330.00 FEET ALONG SAID EASTERLY RIGHT OF WAY TO THE NORTHWEST CORNER OF LOT 1, FOXBORO SOUTH PLAT 1; THENCE NORTH 89°23'48" EAST 528.00 FEET ALONG THE NORTH LINE OF LOT 1 AND LOT 2A OF SAID FOXBORO SOUTH PLAT 1 TO A POINT ALONG THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE NORTH 00°37'35" WEST 330.00 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

CONTAINS: 174,240.00 SQ. FT. OR 4.00 ACRES

DAVID D. PETERSON 295720 – PROFESSIONAL LAND SURVEYOR – STATE OF UTAH

DATE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MARK HADDAD, THE MANAGING MEMBER(S) UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS PHOENICIA PLACE SUBDIVISION.
DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNER(S) HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITIES' USE, MAINTENANCE, AND OPERATION OF THE STREET.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 2022

Mark Haddad
Mt. Lebanon Holdings LLC

ACKNOWLEDGEMENT

STATE OF UTAH)
: SS.
COUNTY OF SALT LAKE)

ON THIS ___ DAY OF _____ 2022, BEFORE ME _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED (HE/SHE/THEY) EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC SIGNATURE SEAL

PLAT PREPARED BY:
PETERSON ENGINEERING
400 WEST 7107 SOUTH
SUITE No. 1
MIDVALE, UTAH 84047
(801) 255-3603

TABULATIONS:

1. TOTAL PLAT ACREAGE: 4.00 ACRES
2. TOTAL LOT ACREAGE: 3.78 ACRES
3. TOTAL ACREAGE IN STREETS: 0.22 ACRES
4. TOTAL ACREAGE IN OPEN SPACE: 0.00 ACRES
5. AVERAGE LOT SIZE: 82,170.00 SQ. FT.
6. NUMBER OF LOTS: 2 LOTS

PLANNING COMMISSION

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____ A.D. 2022 BY CITY OF NORTH SALT LAKE PLANNING COMMISSION

CHAIRMAN, CITY OF NORTH SALT LAKE PLANNING COMMISSION

CITY OF NORTH SALT LAKE ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

DATE CITY OF NORTH SALT LAKE ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____ A.D. 2022.

CITY OF NORTH SALT LAKE ATTORNEY

CITY OF NORTH SALT LAKE

APPROVED THIS ____ DAY OF ____ A.D. 2022 BY CITY OF NORTH SALT LAKE

ATTEST: RECORDER MAYOR

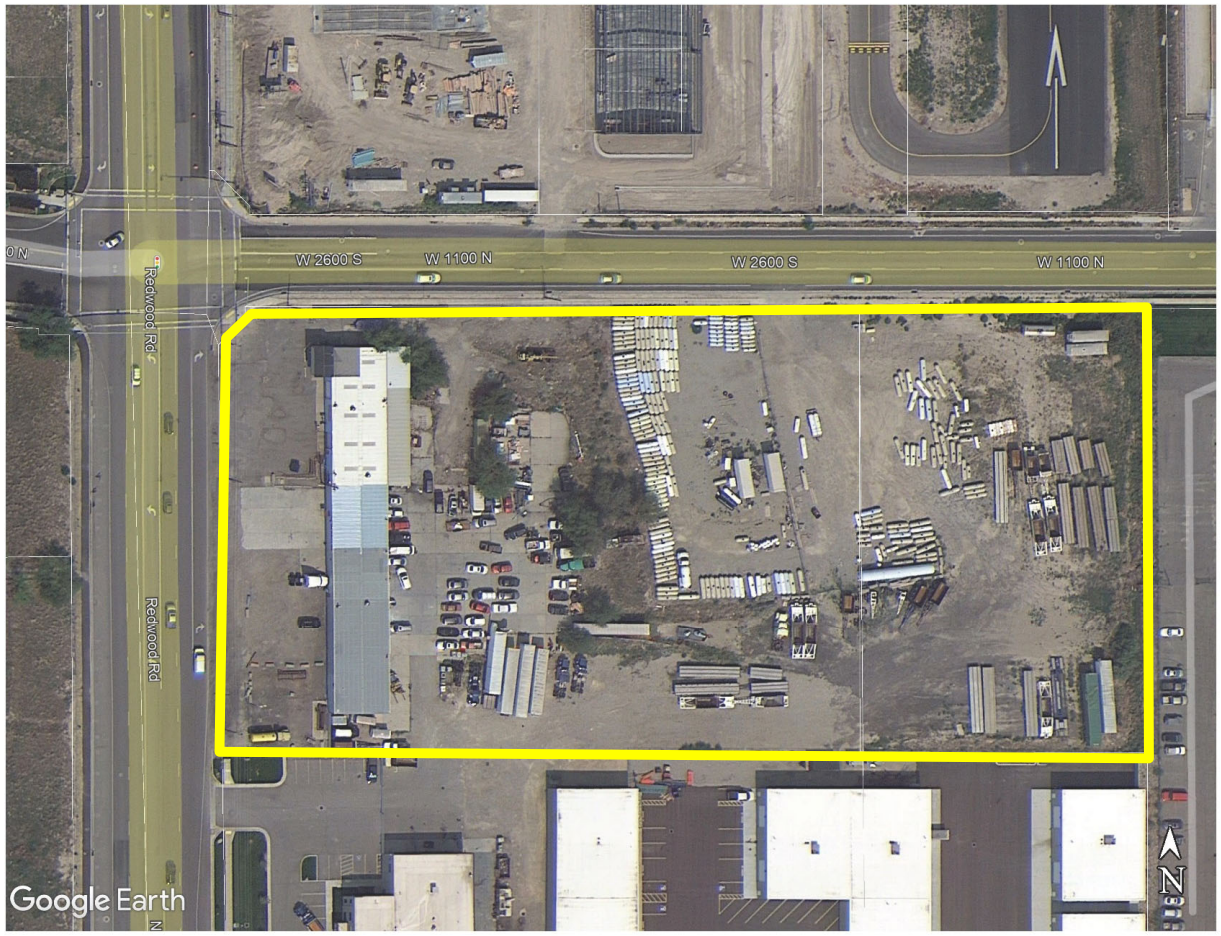
RECORDED

STATE OF UTAH, COUNTY OF DAVIS, RECORDED AND FILED AT THE REQUEST OF: _____
DATE _____ TIME _____ BOOK _____ PAGE _____

FEE $ DAVIS COUNTY RECORDER

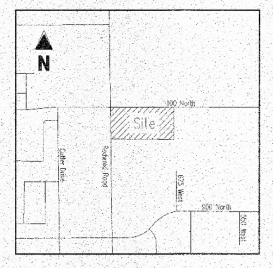
PRELIMINARY PLAN & FINAL PLAT
Krause Crossing Subdivision
1096 North Redwood Rd.

Concept Plan
Krause Crossing Subdivision
Aerial

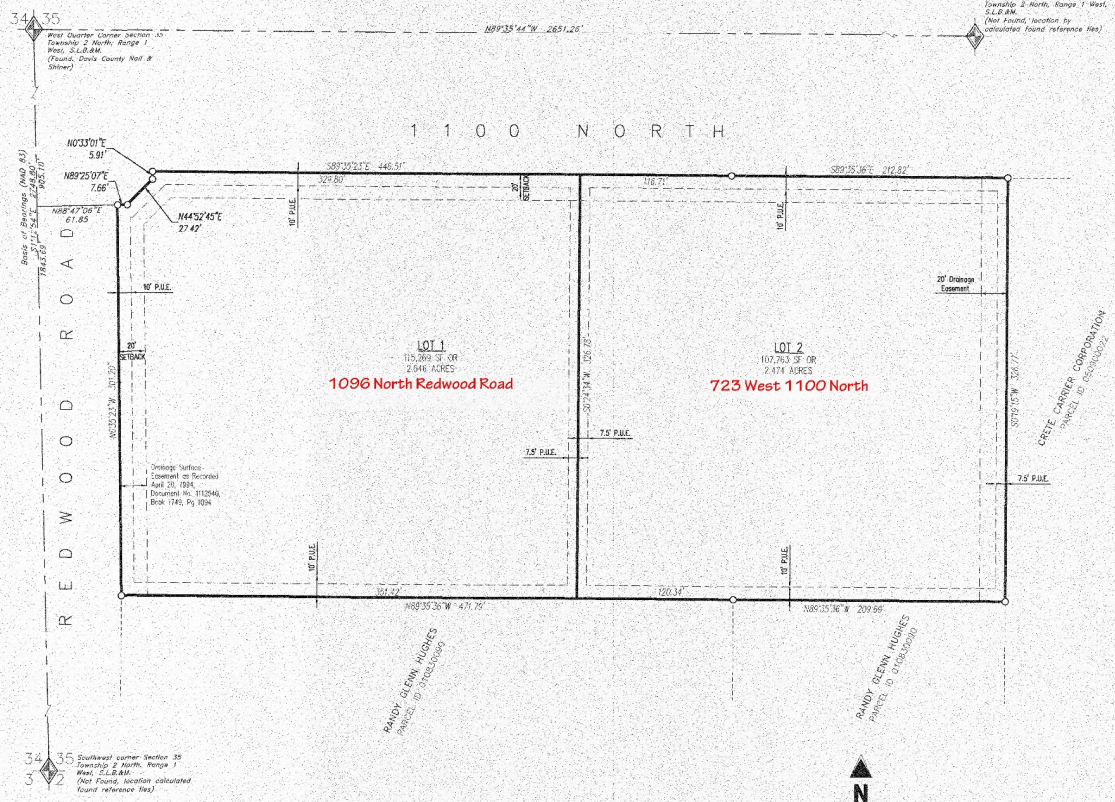


1100 NORTH KRAUSE CROSSING

A PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH



VICINITY MAP
NOT TO SCALE



NOTES:
1. PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR ANY NEW STRUCTURE, A FEDERAL AVIATION ADMINISTRATION (FAA) CLEARANCE LETTER MUST BE PROVIDED TO THE CITY OF NORTH SALT LAKE.
2. WITHIN THE REQUIRED 24 FEET OF LANDSCAPING BEHIND THE CURB ALONG REDWOOD ROAD, A 5 FOOT PEDESTRIAN PUBLIC SIDEWALK EASEMENT IS HEREBY DEDICATED, AS PER CITY CODE SECTION 10-7-7.

LEGEND

- AUGUST MONUMENT (AS DESCRIBED)
- FOUND MONUMENT (AS DESCRIBED)
- SET MONUMENT NO. 5 REBAR WITH YELLOW PLASTIC CAP "GALLOWAY & CO" UNLESS OTHERWISE NOTED
- RIGHT OF WAY
- EASEMENT
- LOT LINE
- PROPERTY LINE
- P.U.E.
- SETBACK

BOUNDARY DESCRIPTION

A part of the Southwest Quarter of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning on the east line of Redwood Road at a point South 1°11'54" East 905.10 along the Quarter Section Line and North 88°47'06" East 61.85 feet from the West Quarter Corner of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 88°25'07" East 7.66 feet; thence North 44°52'45" East 27.49 feet; thence North 0°33'01" East 5.91 feet to the south line of 1100 North Street; thence South 89°35'23" East 446.51 feet to the northwest Corner of Lot 17, Plat "B", of the North Salt Lake Industrial Park; thence South 89°35'36" East 212.82 feet continuing along the south line of said street; thence South 0°19'16" West 326.77 feet; thence North 89°35'36" West 209.99 feet to the west line of said Lot 17; thence North 89°35'36" West 471.76 feet to the east line of Redwood Road; thence North 0°36'23" West 317.29 feet to the point of beginning.

contains 223032 sq. ft. or 5.120 acres

SURVEYOR'S CERTIFICATE

I, the undersigned surveyor, do hereby certify that I am registered Land Surveyor and that I hold a license (number shown hereon) in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract into lots, streets, and easements, have computed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right-of-way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct to the best of my knowledge. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of this survey I have completed with the Davis County Surveyor.

7 JUL 2022

Todd W. Osborn
Professional Land Surveyor
Certificate No.: 4936748

PROFESSIONAL LAND SURVEYOR
No. 4936748
TODD W. OSBORN
STATE OF UTAH

OWNER'S DEDICATION AND CONSENT TO RECORD

NSL PARTNERS, LLC THE OWNERS OF THE DESCRIBED TRACT OF LAND TO BE HEREAFTER KNOWN AS

1100 NORTH KRAUSE CROSSING

DOES HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER PROPERTY AS REFLECTED AND SHOWN ON THIS PLAT TO BE DEDICATED FOR PUBLIC USE. OWNER(S) HEREBY CONSENT(S) AND GIVE(S) APPROVAL TO THE RECORDING OF THIS PLAT FOR ALL PURPOSES SHOWN HEREIN.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20__.

OWNER: _____

BY: _____

PRINTED NAME: _____

TITLE: _____

NOTARY ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____ IN THE YEAR 20__ BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ THE _____ OF _____, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING OWNER'S DEDICATION AND CONSENT TO RECORD REGARDING THE 1100 NORTH KRAUSE CROSSING AND WAS SIGNED BY HIMMER ON BEHALF OF SAID _____ AND ACKNOWLEDGE THE HE/SHE EXECUTED THE SAME.

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

PRINT NAME: _____

A NOTARY PUBLIC COMMISSIONED IN _____

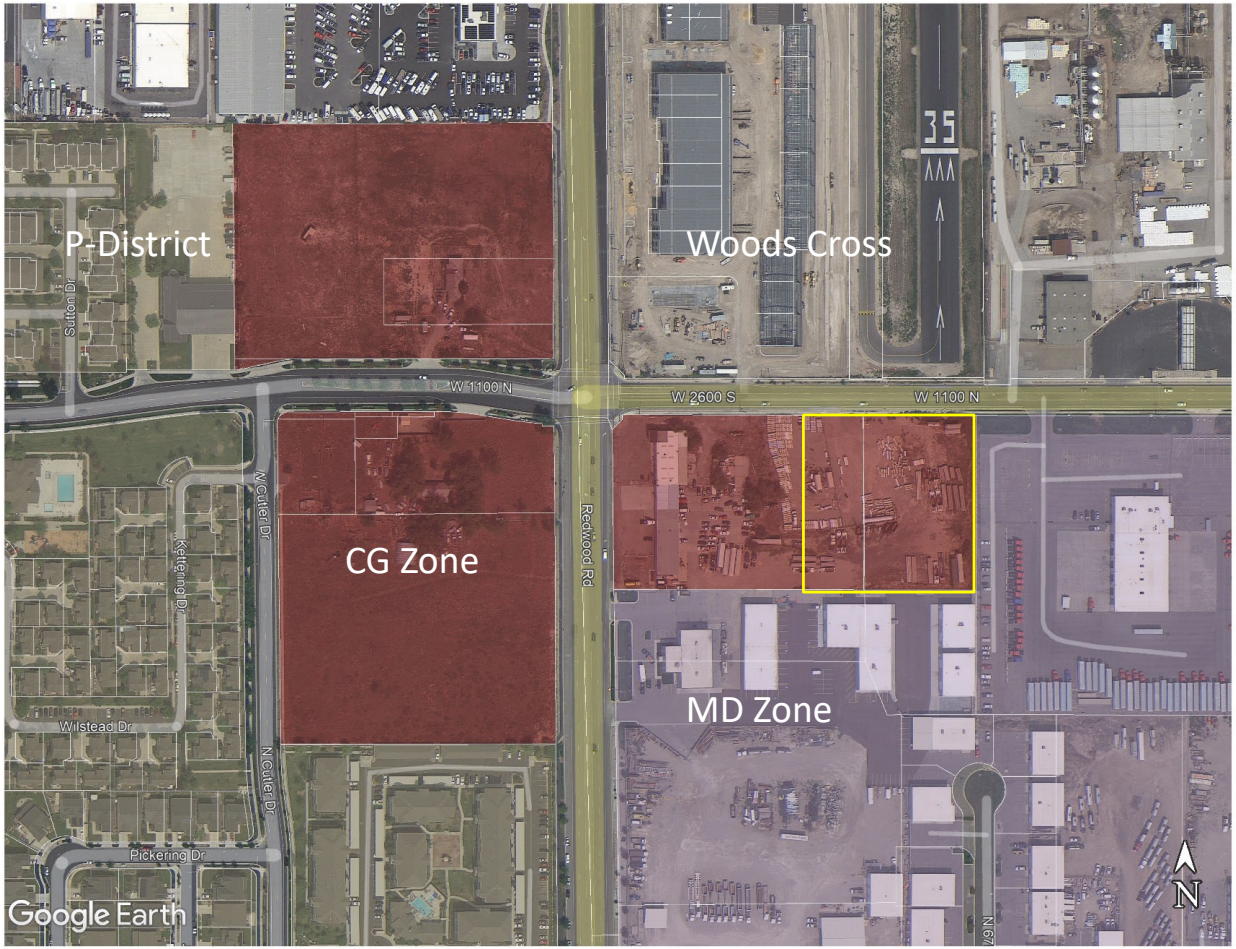
PLANNING COMMISSION	CITY ENGINEER	CITY ATTORNEY	CITY COUNCIL APPROVAL
RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20__.	RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20__.	RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20__.	PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY, UTAH THIS _____ DAY OF _____, 20 _____, AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.
CHAIR, PLANNING COMMISSION	CITY ENGINEER	NORTH SALT LAKE CITY ATTORNEY	NORTH SALT LAKE CITY MAYOR / CITY RECORDER ATTEST

Galloway
2015 W Grove Parkway, Suite H
Pleasant Grove, Utah 84062
385.248.0480 GallowayUS.com

COUNTY RECORDER STAMP

ORDINANCE 2022-04
Rezone Request
723 West 1100 North

WDG Rezone
General Commercial to Manufacturing-Distribution
Zoning Map



PRESENATION
Utah Transit Authority
Micro Transit-On Demand Service

UTA ON DEMAND

XWD#Rq#Ghp dqg#Qhz#rqh#
Vrxwk#Gdylv#Frxqw

Ehk#Krœurrn/#XWD#Erdug#ri#Wuxvwhhv

Why Microtransit?

Ip suryh#idn{ledn# p reldw|#rswlrqv

Uhsxusrvh# xqghushuirup lqj# exv#urxwhv

H{sdqg#wudqvlw# dffhvv#dqg#vhuylfh# fryhudjh

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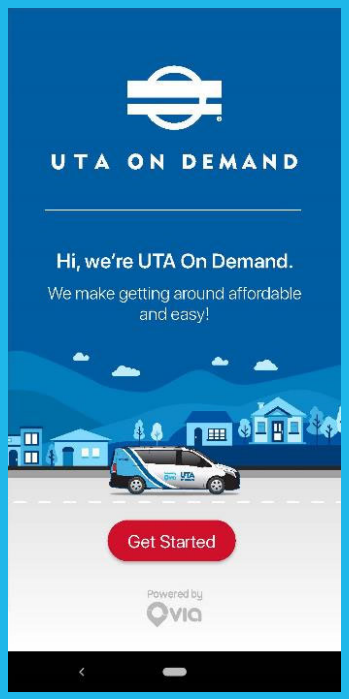
UTA ON DEMAND

VIA

How Microtransit Works



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- Z khhofkdlu#dffhvvleoh#yhklfohv#dydlodeoh
- Vp duwskrqh#dss#wuls#htxhvw#dqg#sd|p hqw
- Whonskrqh#fdoolqj#ulgh#errnlqj#rswlrq
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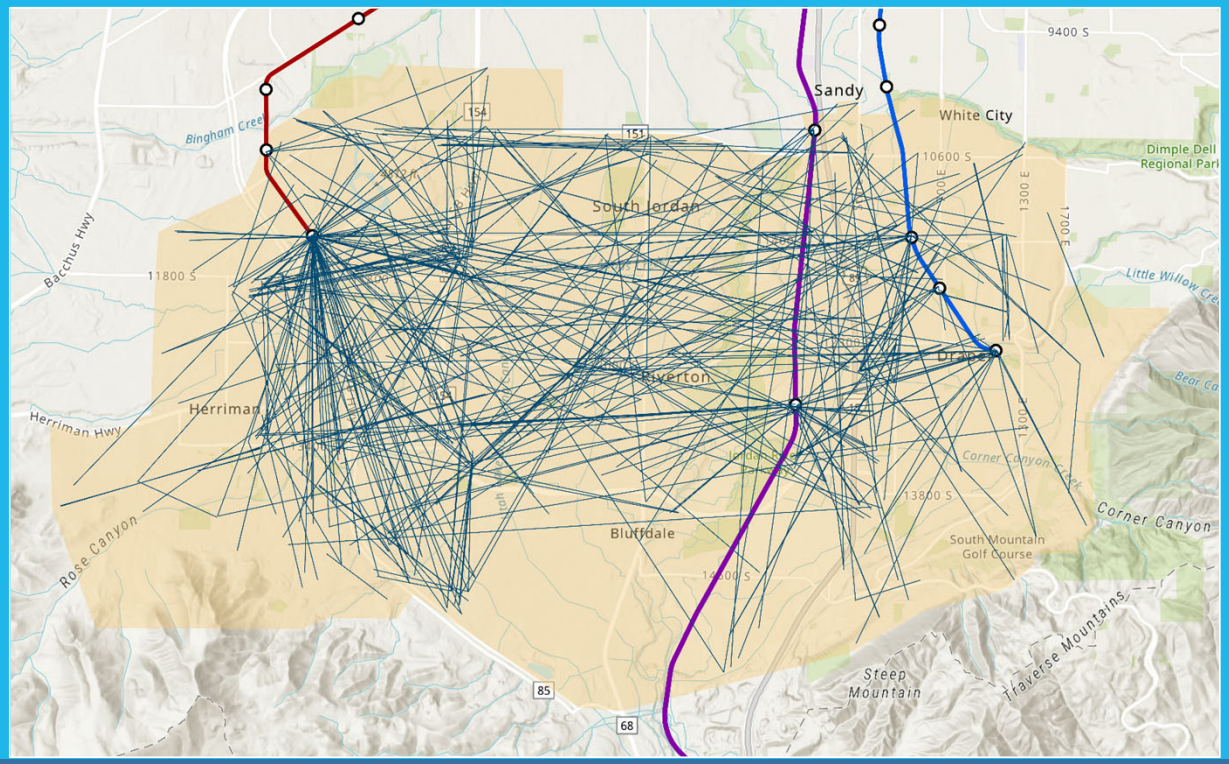
Daily Trips Sample: Southern Salt Lake County



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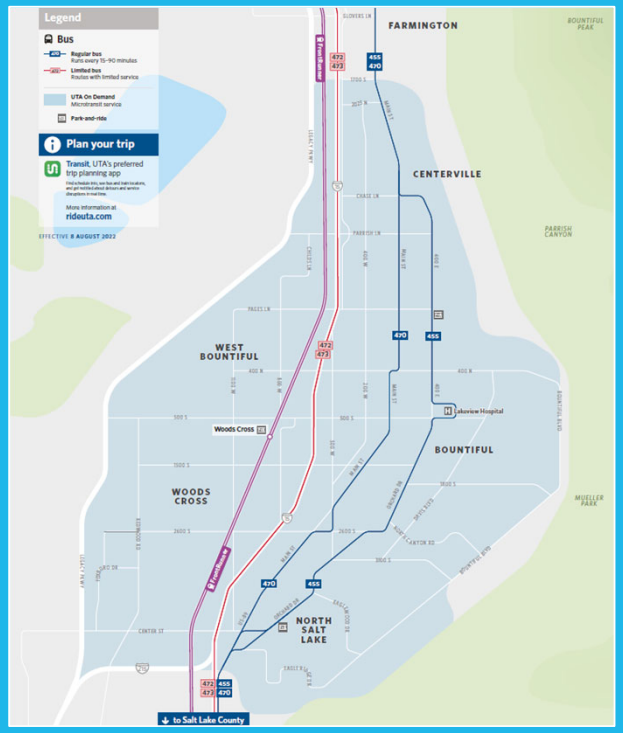
UTA ON DEMAND

via

Planned South Davis County On Demand



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- Uhsxusrvlqj#Jrxwhv#793/#794/#795/#796/#7:4/#dqg#I938
- R shudwlqj#Gd|v2Krxuv
  - P rqgd|#, Iulgd|
  - 9=33#dp #, <=33#sp

Nh|#P lfurwudqvlw#rqh#Vwdwlvwlfv#

Zone Size	Population	Pop. Density	Employment
28	**92k**	**3.3k**	**29k**
sq. mi	people	people per sq. mi	jobs

UTA ON DEMAND

via

Planned South Davis County On Demand

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- Wkvw#qhz #dqg#hp huj lqj#nfkqrorj lhv#

UTA ON DEMAND

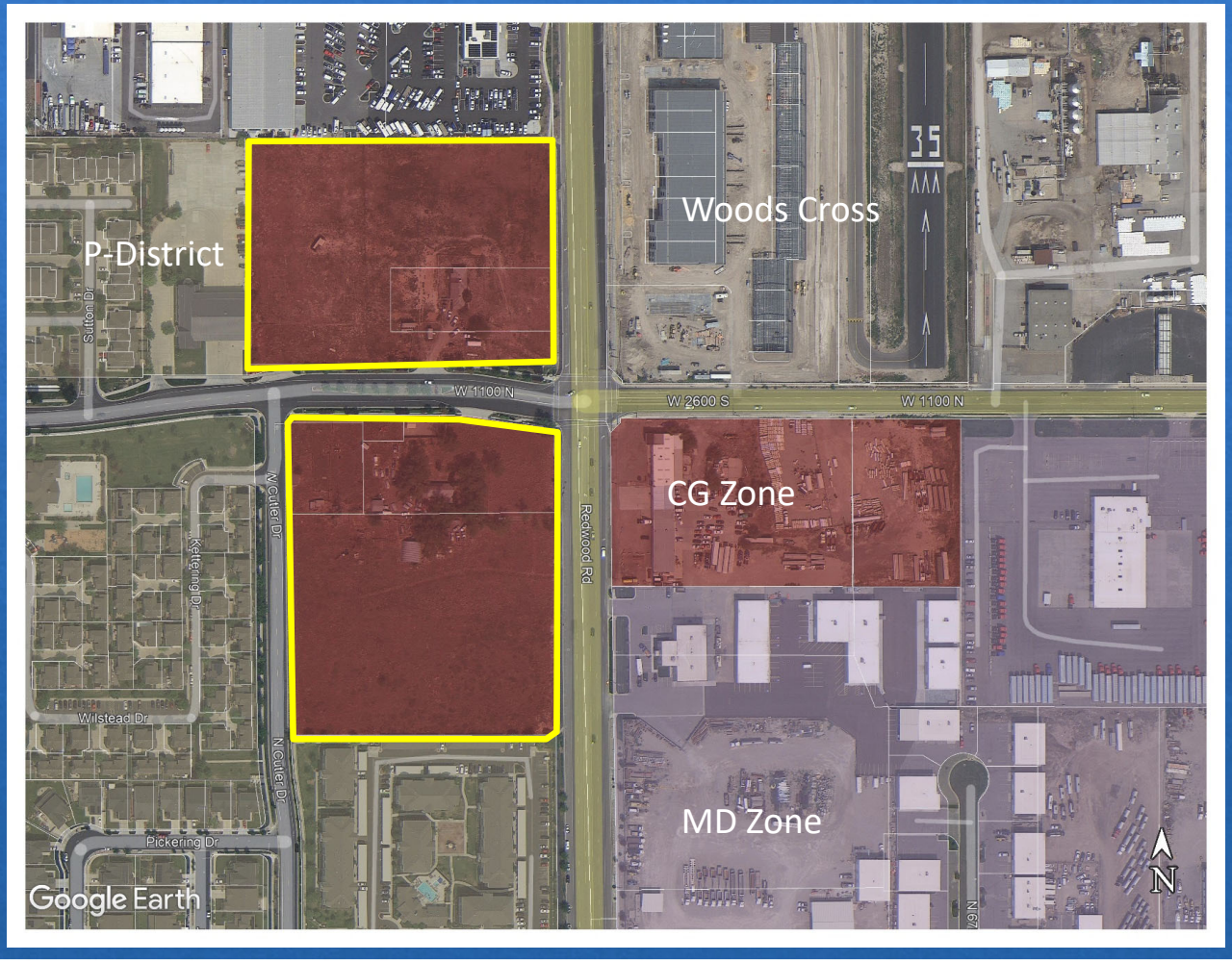
via

Questions?

UTA ON DEMAND via

GENERAL DEVELOPMENT PLAN
Clifton Towns
1100 North Redwood Rd.

P-District Rezone and General Development Plan
Clifton Towns
Zoning/Aerial



North Salt Lake Town Homes

North Salt Lake, Davis County, Utah

Scale: 1" = 40'

Developer:
Taylor Spendlove
Brighton Homes
45 E Center St.
North Salt Lake, Utah
801-397-9775

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc.

REVISIONS
DATE | DESCRIPTION

North Salt Lake Town Homes
Redwood Road
North Salt Lake, Davis County, Utah

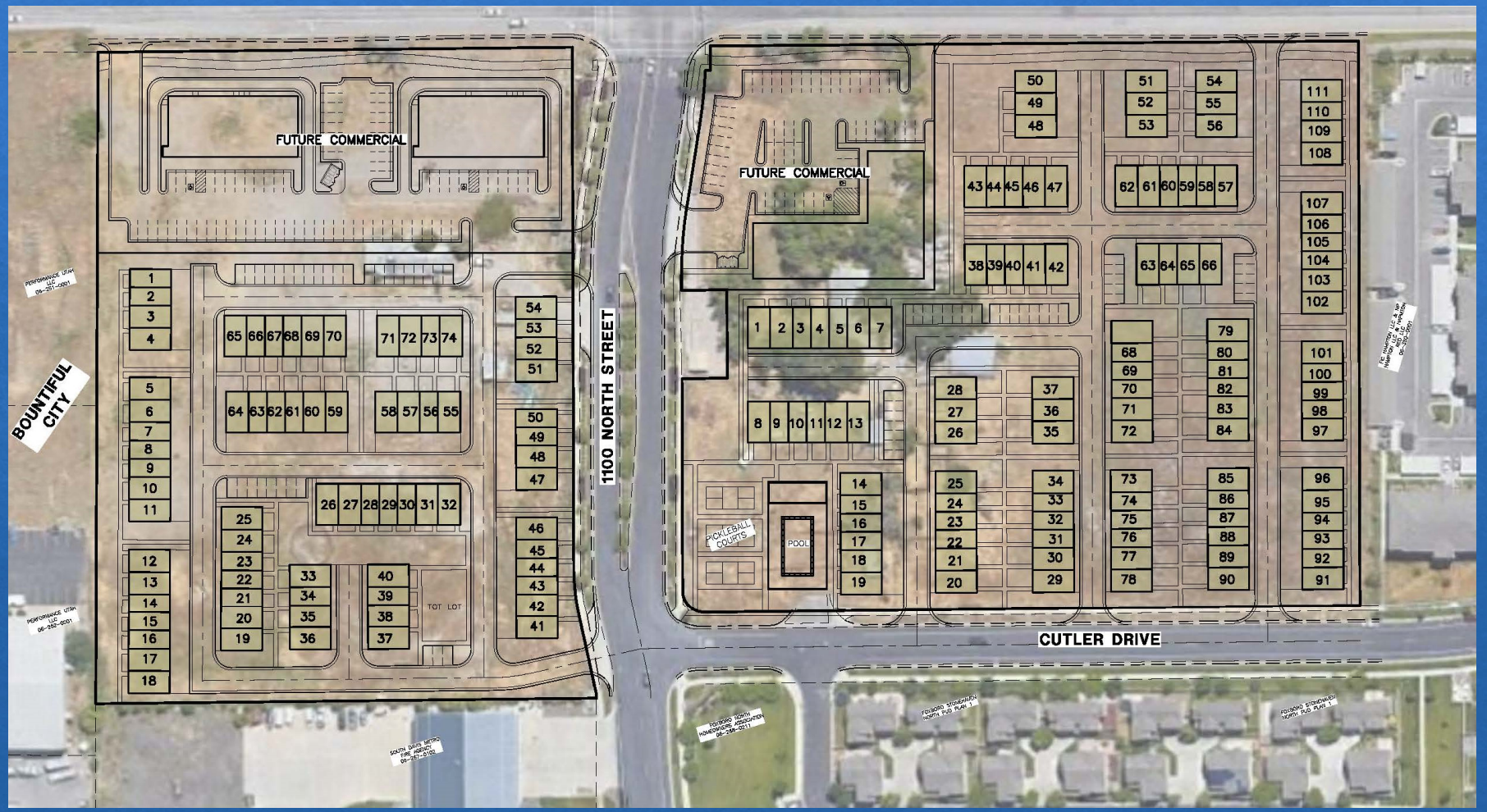
Preliminary Landscape Plan

6431081 NATHAN C. PETERSON
LICENSED LANDSCAPE ARCHITECT
STATE OF UTAH

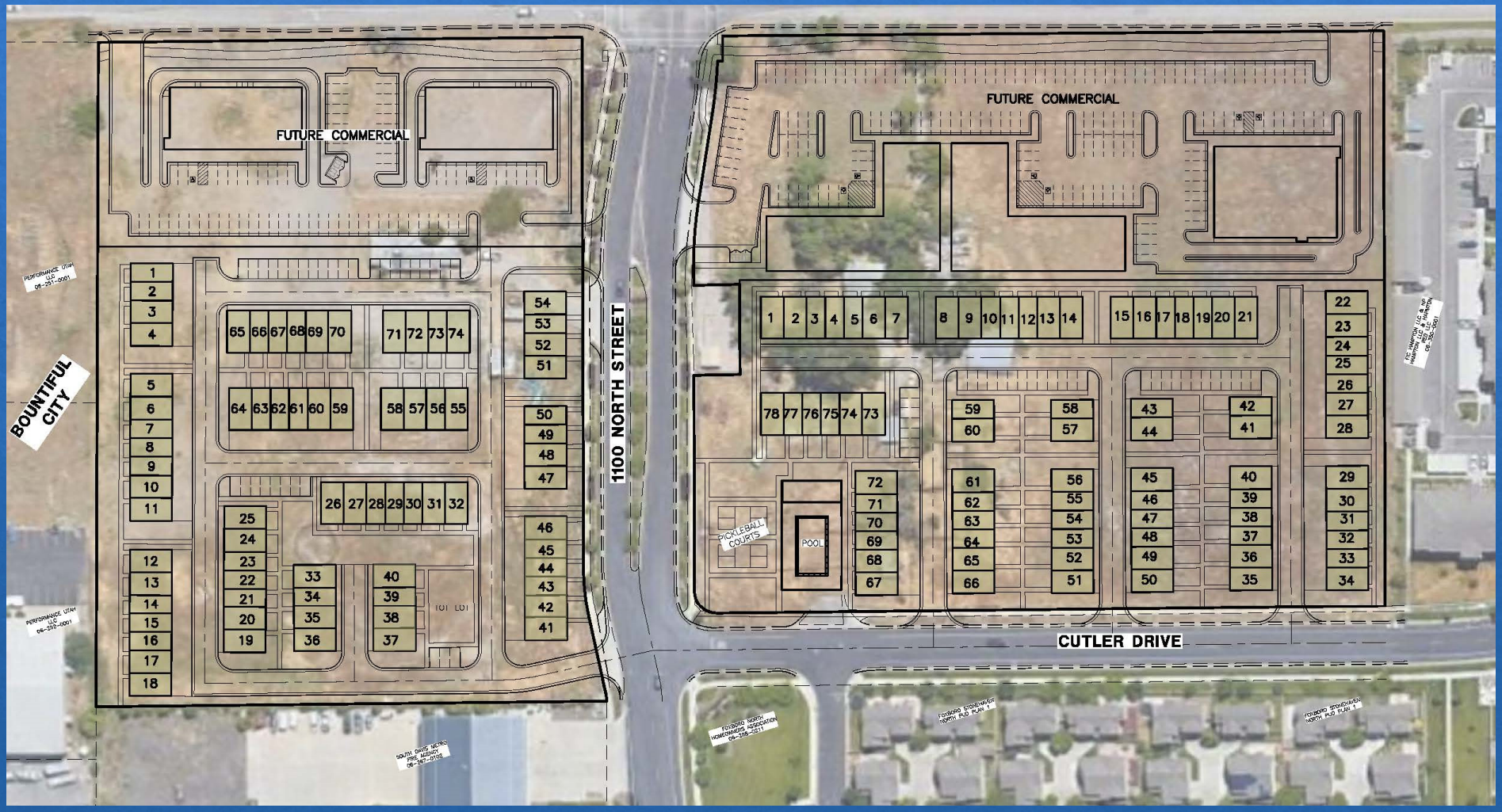
Project Info.
Engineer: JEREMY A. DRAPER, P.E.
Drafter: N. PETERSON
Begin Date: 6-16-22
Name: North Salt Lake Town Homes
Number: 6440-23

1
1 Total Sheets

Clifton Towns
Revised Option 1

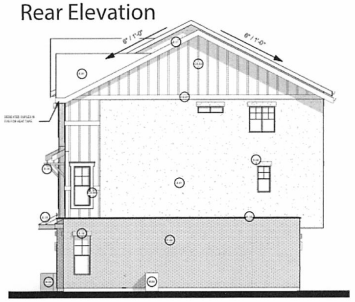


Clifton Towns
Revised Option 2

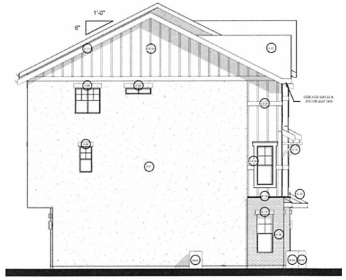


Front Elevation

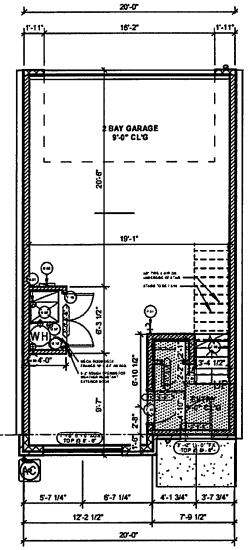
Rear Elevation

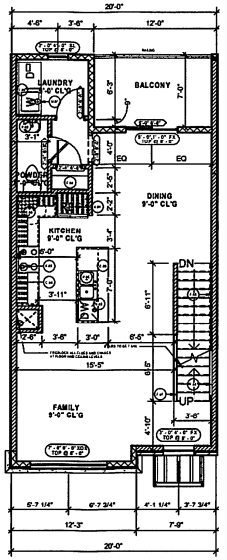


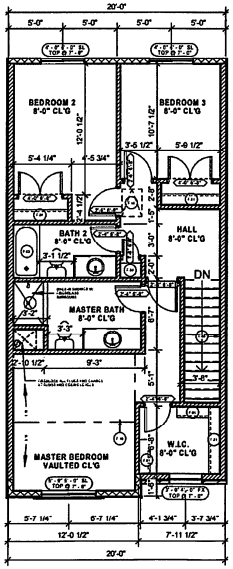
Side Elevation

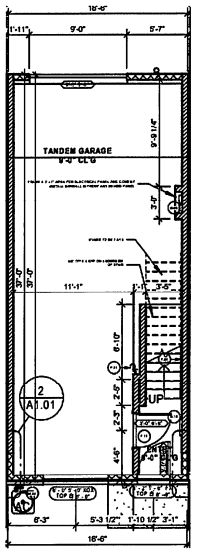


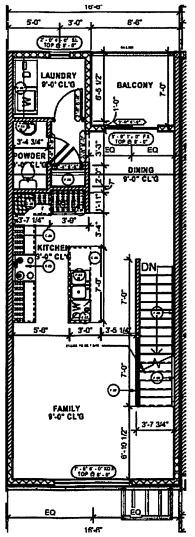
Side Elevation

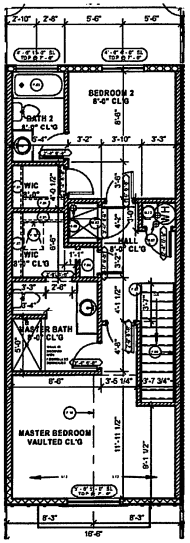












APPROVAL OF MINUTES

June 21, 2022

June 28, 2022

ACTION ITEMS

COUNCIL REPORTS

CITY ATTORNEY REPORT

MAYOR'S REPORT

CITY MANAGER REPORT

CLOSED SESSION

ADJOURN