



CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

NORTH SALT LAKE PLANNING COMMISSION NOTICE & AGENDA January 24, 2023 6:30 p.m.

Notice is given of a public meeting of the North Salt Lake Planning Commission to be held on the above noted date and time in the North Salt Lake City Council Chambers located at 10 East Center Street. The agenda will be as follows:

- 1) Welcome and Introduction
- 2) Public comments
- 3) Consideration of a conditional use permit for a 40-foot wide driveway located at 799 South Winter Lane, Butch Dailey, Dailey Development Group, applicant
- 4) Consideration of a conditional use permit to operate a micromobility service (E-bike/scooter) within the City public rights of way, Neutron Holdings, Inc (DBA Lime), applicant
- 5) Public Hearing: Consideration of the proposed zoning map amendment for the Val Verda annexation area. This area was recently annexed from Unincorporated Davis County to the City of North Salt Lake. The proposed amendment will modify the zoning from the existing County to North Salt Lake zoning designations.
- 6) Report on City Council actions on items recommended by Planning Commission
- 7) Approval of minutes:
 - a. 01/10/2023

Adjourn

*This meeting has an option to attend electronically via Zoom, with joining information below:
Time: January 24, 2023, 06:30 PM Mountain Time (US and Canada)*

Join Zoom Meeting: <https://bit.ly/3HhGmeL>

Meeting ID: 895 5384 5482

The public is invited to attend all Planning Commission meetings. If you need special accommodations to participate in the Planning Commission meeting, please call the City offices at (801) 335-8700. Please provide at least 24 hours' notice for adequate arrangements to be made. The agenda items may be heard in a different order as warranted by the Commission.

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing notice was posted on the Utah Public Notice website, City's website, and at City Hall on January 23, 2023.

Dated this 23rd day of January, 2023.


Wendy Page, City 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: Planning Commission
FROM: Mackenzie Johnson, Planner
DATE: January 24, 2023
SUBJECT: Conditional Use Permit for a 40-foot wide driveway at 799 South Winter Lane

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the conditional use permit for a 40-foot wide driveway at 799 South Winter Lane with no conditions.

BACKGROUND

Dailey Development Group has submitted a building permit to construct a single-family dwelling on a vacant lot at 799 South Winter Lane (The Ridge Subdivision, Lot 146-A). To accommodate the proposed 3-car garage, the applicant is requesting a conditional use permit to expand the driveway to 40-feet wide. The driveway is 5 feet from the closest property line and entirely within the buildable area. The existing water meter is outside of the buildable area and will not be affected by the proposed driveway.

The Ridge's Development Agreement states, "Single-family lots with less than 70 feet of frontage at the front property line shall be limited to a maximum 20-foot curb cut for a driveway". This property is a corner lot and has over 200 feet of frontage. As such, City Code 10-6-2 applies.

Per City Code 10-6-2, residential lots are permitted not more than one access driveway which shall be a maximum of 30 feet wide at the street lot line, or as established by a conditional use permit and not to exceed 40 feet. The code also regulates that there be a minimum of 3 feet between a driveway and a side property line. The driveway cannot be built over an existing water meter.

This conditional use permit is subject to the requirements of the City's Land Use Ordinance (10-7-1-4), requiring that every Conditional Use Permit shall expire by limitation and become null and void if the work authorized by such permit has not commenced within one (1) year, or is not completed within two (2) years from date of issue.

POSSIBLE MOTION

I move that the Planning Commission approve the conditional use permit for a 40-foot wide driveway at 799 South Winter Lane with no conditions.

Attachments

- 1) Aerial/Zone Map
- 2) Site Plan



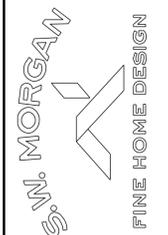
Conditional Use Permit 40-Foot Driveway at 799 South Winter Lane Aerial/Zoning





North Salt Lake City
Reviewed for code compliance
01/17/2023

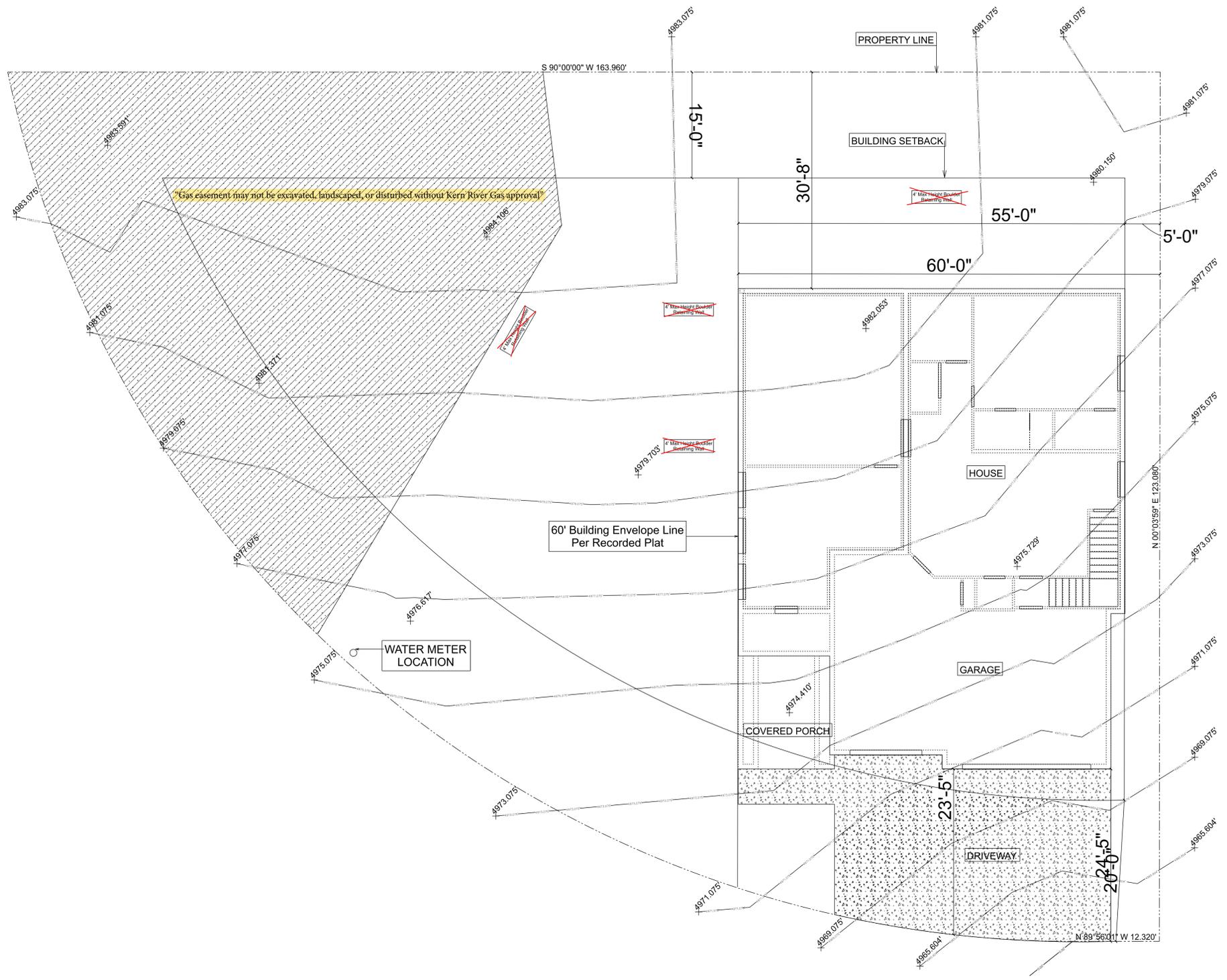
Cameron Wright



801-367-5380

SAM@MORGANFINEHOMES.COM
WWW.MORGANFINEHOMES.COM

Dailey Development
799 South Winter Lane
North Salt Lake Utah



WHERE REQUIRED BY THE PERMITTING JURISDICTION, THESE PLANS MUST BE REVIEWED, STAMPED, AND SIGNED BY A LICENSED, PROFESSIONAL STRUCTURAL ENGINEER, PRIOR TO START OF CONSTRUCTION.

DESIGNER ASSUMES NO RESPONSIBILITY FOR BEAM SIZES, FOOTING SIZES, REBAR SIZE AND PLACEMENT, SHEER WALLS, FOUNDATION STRAPS, ETC. WHEN A STRUCTURAL ENGINEER IS NOT REQUIRED OR ENGAGED, IT SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OR OWNERS BUILDER TO PROPERLY SIZE STRUCTURAL ITEMS LISTED ABOVE ACCORDING TO PRESCRIPTIVE DESIGN IN THE CURRENTLY ADOPTED INTERNATIONAL RESIDENTIAL CODE.

DESIGNER AND THE CLIENT/BUILDER AGREE TO LIMIT THE LIABILITY FOR ERRORS, OMISSIONS, AND/OR NEGLIGENCE AND SHALL NOT EXCEED 50% OF THE MONETARY AMOUNT RECEIVED FOR CONSTRUCTION DOCUMENTS OR CONSTRUCTION DRAWINGS. ALL SPECIFICATIONS, DETAILS, & DIMENSIONS MUST BE VERIFIED BY CLIENT/BUILDER BEFORE THE START OF CONSTRUCTION.

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OWNER AND/OR BUILDER TO VERIFY THE LOCATION OF WATER METER OR PRIVATE WELL, SEWER LATERAL OR SEPTIC CONNECTION, ELECTRICAL CONNECTION, PUBLIC UTILITY EASEMENTS, & OTHER UTILITIES

NO GROUND UTILITY BOXES, CANS, CLEANOUTS, ETC. TO BE INSTALLED IN DRIVEWAY, WALKWAY, PATIO, ETC

DUMPSTER AND TEMPORARY TOILET TO BE LOCATED ON PRIVATE PROPERTY AND NOT IN THE PUBLIC RIGHT OF WAY

IRC 401.3 DRAINAGE:
SURFACE DRAINAGE SHALL BE DIVERTED TO A STORM SEWER CONVEYANCE OR OTHER APPROVED POINT OF COLLECTION THAT DOES NOT CREATE A HAZARD. LOTS SHALL BE GRADED TO DRAIN SURFACE WATER AWAY FROM FOUNDATION WALLS. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10'.

EXCEPTION:
WHERE LOT LINES, WALLS, SLOPES, OR OTHER PHYSICAL BARRIERS PROHIBIT 6" OF FALL WITHIN 10 FEET, DRAINS OR SWALES SHALL BE CONSTRUCTED TO ENSURE DRAINAGE AWAY FROM THE STRUCTURE. IMPERVIOUS SURFACES WITHIN 10' OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF 2% AWAY FROM THE BUILDING

ALL CONSTRUCTION PRACTICES MUST CONFORM WITH THE CURRENTLY ADOPTED EDITION OF THE INTERNATIONAL RESIDENTIAL CODE

SITE PLAN 1/8" = 1'

CPBD's STAMP

DRAWN BY: SWM

© 2023

1/16/2023

SCALE: 1/8" = 1'-0"

COPYRIGHT

SHEET NO:

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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: Planning Commission
FROM: Sherrie Pace, Community Development Director
DATE: January 24, 2023
SUBJECT: Consideration of a Conditional Use Permit for Neutron Holdings, Inc., DBA Lime to operate a micromobility service (E-bike/scooter) within the city public rights of way

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the conditional use permit for Lime to operate a micromobility service within the city public rights of way with the following conditions:

1. Approval is subject to City Council approval of the Memorandum of Understanding (MOU) with Neutron Holdings, Inc., DBA Lime;
2. The applicant will operate in conformity with the Operations Plan, including coordination with city staff on appropriate deployment locations, as necessary.

BACKGROUND

The City has been approached by Lime scooters with a proposal to operate a micro-mobility service for E-bikes and scooters within the City. The proposed land use most closely aligns with the use "All other transit and ground passenger transportation" and is a conditional use in all commercial zones.

Micro-mobility generally refers to small, lightweight human-powered or electric bicycles and electric kick-style scooters operating at speeds below 20 mph that are ideal for short trips. Shared micro-mobility is when a service is provided for users to rent a vehicle for short periods of time for a point-to-point trip. The applicant is proposing a shared micro-mobility operation with a maximum deployment of 300 scooters within the city, depending on demand.

The use of scooters can be a convenient tool for the public for short trips around the city or to and from transit stops. The scooters are easy to use and produce no air pollution. The biggest challenge will be ensuring that the scooters are not blocking pedestrian paths or street travel lanes.

REVIEW

The applicant has submitted an proposed Memorandum of Understanding with defines the operational plan and has following specifics:

1. All vehicles will must meet the requirements of the City and State of Utah for safety including head/tail light, brakes, bells, age limitation (18 years).

2. All vehicles are equipped with GPS to monitor for parking and operation location and maintenance issues which are monitored remotely via programming that notifies Lime of any operational issues on each device;
3. Vehicles have a maximum speed of 15 mph;
4. Field inspections are conducted for a variety of additional issues that cannot necessarily be monitored remotely;
5. Lime employees, "Juicers" monitor and relocate scooters to ensure they are charged and neatly parked in designated "hot spot" locations based upon demand, etc.
6. The company provides numerous methods to reach customer service should an issue arise with one of its vehicles that are staffed 24/7;
7. Hot spot locations will be coordinated with city staff to ensure the operations are safe and the locations are suitable.

Electric scooters are regulated the same as bicycles within Utah State Code. Utah Code 41-6A-1115.1 4(A) Scooter-share programs – Local ordinances regulating motor assisted scooters states: "A regulation adopted by a local authority pursuant to this section regarding the operation of a motor assisted scooter shall be consistent with the regulation of bicycles and this title." The City has adequate enforcement capability under the existing bicycle motor laws to be able to regulate electric scooter use.

The proposed MOU and Operations Plan is one year in length and will give the city time to evaluate the use and determine what regulations, if any, should be enacted to regulate micromobility devices. Issues for consideration for this conditional use permit and future regulations are:

1. acceptable/designated parking locations for electric scooters;
2. limited speeds on and off sidewalks, including speed;
3. use on sidewalks; and
4. limitation of areas where the vehicles would be operational (business districts and transit accessible areas).

City Staff has identified some potential locations (in yellow) for deployment (see attached map) in addition to the locations (in green) identified by the applicant. Staff is confident that Lime will work with the city on any issues that may arise from the use and deployment of their vehicles. According to the MOU, both the city and Lime may terminate the agreement at any time without cause upon sixty days prior written notice. This provision provides the city with an exit clause should the micromobility service become problematic. At the conclusion of the first year, city staff will re-evaluate the land use and determine what regulations should be adopted and make recommendations to the City Council regarding the continuation of the service.

POSSIBLE MOTION

I move that the Planning Commission approve the conditional use permit for Lime to operate a micromobility service within the city public rights of way with the following conditions:

1. Approval is subject to City Council approval of the Memorandum of Understanding (MOU) with Neutron Holdings, Inc., DBA Lime;
2. The applicant will operate in conformity with the Operations Plan, including coordination with city staff on appropriate deployment locations, as necessary.

Attachments

- 1) Draft Memorandum of Understanding (Operations Plan)
- 2) Proposed Hot Spot Locations

DRAFT

MEMORANDUM OF UNDERSTANDING **BIKE/SCOOTER SHARING SERVICES**

Operations Plan

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement"), is made this _____ day of February 2023 (the "Effective Date"), by and between the **CITY OF North Salt Lake**, a municipal corporation of the State of Utah (the "City") and **NEUTRON HOLDINGS, INC. D/B/A LIME** ("Lime"), a Corporation, with its principal place of business located at 85 2nd Street, 1st Floor, San Francisco, California 94105 (collectively, the "Parties").

NOW, THEREFORE, the Parties agree as follows:

1. **Authorization to Operate within Area.** The City hereby authorizes Lime to offer motorized vehicles for hire within the City and grants a conditional license to Lime over and across the Public Rights-of-Way and other Public Places within the City, which are identified on **EXHIBIT A** (the "Geographic Area") subject to the terms and conditions of this Agreement, including the right to enter City's property as may be reasonably necessary and appropriate to exercise all of Lime's rights or obligations under this Agreement.
 - (a) **Geofencing.** Lime shall implement and enforce no-riding, slow-speed, and no-parking zones as requested by the City. Geofencing technology via the Lime application and website will be maximized to the extent it is practicable to accomplish such zones. Lime shall work with the City to direct riders to appropriate crosswalks, through Geofencing technology if possible, prevent crossing mid-block and in high speed areas, to the maximum extent practicable.
 - (b) While this MOU and Operations Plan are in effect, Lime shall pay the City a revenue-share of \$0.05 per ride. Company shall pay the revenue-share to the City on a quarterly basis, in arrears within 30 days from the end of the preceding month.
2. **Vehicle Device Requirements.**
 - (a) Only vehicles that meet the requirements of the City and State of Utah, are permitted to be deployed. No other shared mobility devices, as defined by the City Code, shall be permitted without prior written authorization by the City.
 - (b) All vehicles deployed in connection with this Agreement shall comply with all federal, state, and local law requirements, as well as the terms of this Agreement. Such device requirements include, but are not limited to the following:
 - i. All vehicles shall meet the safety standards established by the State, requiring a headlight. In addition, all vehicles shall have a tail light.
 - ii. All vehicles shall have brakes and a bell.
 - iii. All vehicles shall be equipped with GPS technology or other installed software to track and manage operation of the fleet.

- (c) Lime acknowledges that all E-Scooters/E-Bicycles associated with its service on the City's property shall be permitted to operate on City's public right of way or in one or more neighboring cities in accordance with each municipality's laws and ordinances.
- (d) Lime shall not deploy any vehicle model or any major new component without prior approval by the City. To obtain approval, Lime shall furnish design specifications, any applicable certifications of compliance with safety standards, and illustrative images of the device or device components. Upon City request, Lime shall provide an opportunity for the City to inspect and test-ride the same model proposed for deployment.
- (e) Using commercially reasonable means, Lime shall ensure that each deployed vehicle is fully operable, free of defects, conforms to relevant safety standards and is well-maintained and clean. Lime shall have 48 hours after notification via Lime's Customer Service department: 1-888-LIME-345 (1-88-546-3345), support@limebike.com, or via Lime's app by the City, individual, or entity that a vehicle is vandalized, in need of maintenance, or otherwise not compliant with this Agreement, to remove the vehicle from the City Public Rights of Way and Other Public Places and to repair said vehicle.
- (f) Lime shall affix its logo and a unique identifying number for the device to each vehicle in the City so that it is clearly visible and shall not allow other logos or advertisements to appear on any of its vehicles.

3. **Scooter and Bike Operational Requirements and Safety.**

- (a) Only individuals 18 years of age or older shall be permitted to use vehicles.
- (b) If a Lime vehicle is reported in a place that is irretrievable by the general public, such as a body of water, ditch, or restricted or difficult to access area, then Lime shall retrieve the device within three (3) days of notification by the City or shall notify the City of intended time or removal, which may be approved by the City.
- (c) Speed. No Lime vehicle shall be operated at a speed in excess of 15 miles per hour. The City may request to restrict the top speed of vehicles at its discretion on a City-wide basis, or in particular areas, or both.
- (d) Special Events, Hazardous Weather, and other Emergencies. Lime shall develop special event operating plans in conjunction with the City's Special Event Coordinator, as may be required by the City. In the event that severe weather, emergencies, construction, street cleaning, or other situations affect normal operation of the Public Rights of Way and Public Places, then, upon notice by the City to Lime of such fact, Lime shall collect and secure all, or a portion of, Lime's motorized vehicles in a location that does not impede the City's access to and response for the duration of the event. Lime shall not reestablish service until it obtains City approval to do so. Further, the City reserves the right to exercise self-help if it determines that a situation poses an imminent risk to public health and safety or property damage, and may move, remove, or impound any vehicles necessary with notice given to Lime.
- (e) Hours of Operation. The hours of operation of vehicle use shall be 24 hours per day and 7 days per week, with the option to decrease the hours should an exceptional situation arise.
- (f) Website and Application. Lime shall provide a publicly accessible application and website for riders and the public to interface with Lime, which shall include at a minimum the

following components: messaging in the application on proper parking and identification of areas where parking of vehicles is not permitted, to be displayed when a user creates an account, and when unlocking a device or ending a trip; messaging in the application about where riding a vehicle is prohibited, including no-ride areas as designated by signage; messaging in the application about safe riding; messaging in the application about designated speed limits; designation in the application on the map of any public areas where the City has determined parking or riding is not allowed, and where slower speeds are required; and designation in the application on the map of all locations of parking corrals.

4. **Fleet Size, Deployment Schedule, and Rebalancing.**

- (a) Lime's fleet size during the Term of the Agreement will allow for the deployment of not more than 300 E-Scooters/E-Bicycles deployed within the City, unless the City gives written authorization to exceed such number. Lime shall provide the City with data identifying the number of vehicles deployed and average trips per day upon request.
- (b) Distribution of Vehicles. Lime shall regularly monitor the deployment and dispersion of its vehicles to maintain service throughout the City Area, as it may be amended. In an effort to ensure access to these devices is equitably distributed throughout the City:
 - i. **Equitable Distribution**. Approximately 5% of all vehicles deployed must be deployed in the identified equity neighborhoods/areas, which collectively constitute equitable access areas. Lime shall reallocate vehicles to ensure equitable distribution of vehicles throughout the Geographic Area.
 - ii. **Hotspots**. Lime shall provide maps to the City showing where all vehicles are deployed after charging ("Hotspots") upon request. The City may request additional and/or different Hotspots based upon demand, public safety and welfare, special events, construction, and other factors. Lime shall deploy vehicles in a corral or designated parking space, if either exists, on the same block as a Hotspot. Hotspots shall not interfere with the use of the Public Right of Way or Public Place, nor with any improvements to such properties. Lime shall ensure that no more than approximately 20 vehicles are deployed at any intersection to avoid site line issues. Prior to deployment of vehicles, Lime shall provide to the City an initial Hotspot map for review and approval by the City.

5. **Vehicle Parking.**

- (a) Lime shall ensure that vehicles are parked in accordance with the terms and performance measures outlined in this Agreement and in compliance with all federal, state, and local laws.
- (b) Lime shall ensure that vehicles are parked in a manner that does not impede pedestrian movement (minimum of three (3) foot pedestrian clear zone to the edge of street and any other obstruction); does not obstruct access to fire hydrants and valves, street amenities, benches, bike corrals, crosswalks, the public right of way, or any public property; and does not damage any property, including but not limited to landscaping, street trees, street amenities, bike corrals, and other improvements. Lime shall instruct users on where and how to park the vehicles through the Lime application and website. Vehicles shall not be

parked with any part of the device extending over the face of the curb and, where available, shall be parked in designated corrals. Vehicles shall be parked upright on hard surfaces.

- (c) . Vehicles shall not be parked adjacent to or within: transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks; loading zones; disabled parking zones; curb ramps; entryways; and driveways.
- (d) Designated Parking Areas. Lime shall inform its customers of areas that may be designated by the City and Lime for vehicle parking, in order to minimize obstruction to pedestrian and vehicular traffic. Vehicles parking locations, such as corrals and striped parking spaces, shall be identified in coordination with the City point of contact, and shall be installed, painted, or striped at Lime's expense.
- (e) Private Property. Lime shall work directly with private property owners to resolve any issues with vehicle parking on their property. Private property owners shall have the right to request removal of the vehicles from their properties. If Lime does not remove such vehicles within 48 hours of the request, then the City shall have the right to remove the vehicles from such private property. The City is not responsible for any fees or conditions imposed by private property owners on Lime's use of such spaces.

6. Communication.

- (a) Designated Points of Contact & Local Staffing. Prior to deploying any vehicles as part of this Agreement, Lime shall provide to the City the contact information of a local staff member who shall serve as a central point of contact ("Lime POC"). The City shall also provide to Lime a central City point of contact ("City POC"). The Lime POC shall have responsibility for and control over the services provided in this MOU for the duration of this Agreement. If the Lime POC changes, Lime must immediately notify the City of such change in writing. Lime shall have a staffed operations center in the region.
- (b) Response Times. The Lime POC shall respond to address all City requests for compliance with the Agreement within the following periods. These response times may be extended by the City if the Lime POC makes contact with the City POC and provides an intended time or removal that is acceptable to the City:
 - i. No later than **6 hours** from the time notice is given by the City during emergencies, severe weather, construction, parades, public gatherings or other situations affecting the normal operation of the Geographic Area or public safety, as may be determined by the City.
 - ii. No later than **two (2) calendar days** after the day notice is given by the City for: defective vehicles, improperly parked vehicles, and other daily operations and equipment issues.
 - iii. No later than **three (3) calendar days** after the day notice is given by the City for retrieval of vehicles that are inaccessible by the public and all other issues or questions raised by the City not specifically addressed in this Agreement.
- (c) City's Right to Act. The failure of Lime to adhere to the response times set forth in Paragraph 6 of this Agreement may result in the City removing the subject vehicle(s) and storing the vehicle(s) in a City facility. In such case, Lime shall be required to pick up

vehicles from the City facility and shall pay all costs associated with removal and storage of the devices. Subject to applicable laws and regulations, the City shall consider the vehicle(s) abandoned and may dispose of the vehicle(s) as the City deems fit in the event of that Lime fails to retrieve the vehicle(s) within 30 days of being notified of the removal and storage.

- (d) Incident Reporting. Lime shall report to the City Point of Contact and the City Risk Manager (or other designee) within 48 hours, any issues which could affect public safety, including but not limited to reports of criminal activity involving vehicles, reports on any crash with a fatality or injury requiring hospitalization involving Lime vehicles, any contact with the City Police Division, any contact with South Davis Metro Fire District, and defects in any equipment including but not limited to fires, tampering, damaged/leaking batteries, electrical issues, and charging issues.

7. **Term**. The Term of this Agreement shall be one (1) year commencing on the Effective Date (the "Term"). The Parties may extend or otherwise modify the Term by mutual agreement in writing. Either party may terminate this Agreement for any reason upon 60-days' written notice to the other party. In the event City chooses to terminate this Agreement, Lime must completely remove all E-Scooters/E-Bicycles associated with its service from City property within 45 days.
8. **Data**. Lime shall provide to the City the following data, unless sufficiently provided by other data format including GBFS or MDS (as determined by City POC) in a Monthly Report by the 15th of the month for the previous month's activity:
- (a) Total active customers riding in the City by rider zip code.
 - (b) Trips starting or trips ending in the City during the month and trips starting or trips ending in the City since launch (raw trip data) (trips starting and ending in different jurisdictions should be noted).
 - (c) Trips' point or origin and conclusion.
 - (d) Average trip duration in minutes (if this is calculable from provided raw trip data, there is no need to provide separately)
 - (e) Average and total distance of trips (if this is calculable from provided raw data, there is no need to provide separately).
 - (f) Daily vehicles in service in the City.
 - (g) A map of trip route data for all trips starting, ending or passing through City (especially to understand the equity implications of coverage of these services), by month.
 - (h) Crashes, giving time, date, precise location, and cause (if known).
 - (i) Injuries, giving time, date and precise location, and cause (if known).
 - (j) Number and precise location of vehicles that were towed after seven (7) consecutive days in one location.
 - (k) Number of decommissioned devices, number of batteries that are disposed of or recycled, and average lifespan of devices (number of days operated) using a method approved by the City for each of the Lime's vehicles for the previous month.
 - (l) Complaints received, giving the reason and location if available and appropriate, concerning incorrectly parked vehicles, giving time, date and precise location; vehicles

impeding pedestrian access pursuant to the American with Disabilities Act; vehicles incorrectly parked on private property.

- (m) Unsafe driving reports received, giving the reason and location if available and appropriate, concerning speeding, violating traffic laws (including but not limited to failure to stop at stop signs or light, more than one person riding on device.)
- (n) Broken or unusable devices.
- (o) Other feedback, complaints, or compliments received.

9. Insurance, Indemnity, and Restoration of Property Damaged.

- (a) Surety Bond. In order to guarantee compliance with all the terms and conditions of the Agreement and in order to reimburse the City for costs incurred by the City, Lime shall provide to the City, prior to deployment of any vehicles, one of the following: (1) A performance bond of \$10,000 written by a bonding company licensed to do business in the commonwealth; (2) an irrevocable letter of credit, in the amount of \$10,000 issued by a banking or savings and loan institution licensed to do business in the commonwealth; or (3) a cash deposit covering \$10,000, which the City may use to reimburse its costs connected to the removal of vehicles, storage of vehicles, or other costs in connection to the self-help measures set forth in the Agreement. If the surety fund is depleted for any reason, Lime shall replenish the surety to the original amount within 14 days.
- (b) Insurance. Before deploying any vehicles, Lime shall provide to the City its Certificate of Insurance indicating that Lime has in force, at a minimum, the insurance coverages below. Lime must maintain this coverage until this Agreement terminates. All required insurance coverage must be acquired from insurers that are authorized to do business in the State of Utah.
 - i. Workers Compensation – Utah statutory workers compensation (W/C) coverage, including State of Utah benefits and employer’s liability with limits of \$1,000,000 for each accident.
 - ii. Commercial general liability - \$1,000,000 per occurrence, with \$4,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations contractual liability, independent contractor, and products liability. The general aggregate limit must be typed on the certificate.
 - iii. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned, and hired).
 - iv. All policies maintained shall be written as primary policies, not contributing with and not supplemental to coverage the City may carry and will contain a waiver of subrogation against City and its insurance carrier(s) with respect to all obligations assumed by Lime under this Agreement. All insurance coverage is to be placed with insurers authorized to do business in the state and must be placed with an insurer that has an A.M. Best’s Rating of no less than “A-“ VII. Lime may use Umbrella, Excess, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage with a limit of no less than \$5,000,000 each occurrence/aggregate.. The fact that Lime has

obtained the insurance required hereunder shall in no manner lessen or otherwise affect Lime's other obligations or liabilities set forth in this Agreement.

- v. **Additional Insured** – The City and its officers, elected and appointed officials, employees and agents must be named as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
 - vi. **Cancellation** – If there is a material charge or reduction in or cancellation of any of the above coverages during the MOU term, Lime must notify the City immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this MOU. Not having the required insurance throughout the MOU term is grounds for termination of this MOU.
 - vii. **Claims-Made Coverage** – Any “claims made” policy must remain in force or Lime must obtain an extended reporting endorsement until the applicable statute of limitations for any claims has expired.
- (c) **Indemnity**. Lime shall defend, indemnify and hold City harmless from and against all third party claims for personal injury, death, claims (including those under the Americans with Disabilities Act), or damage to property, and all other third party claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses of any nature, including but not limited to claims for attorneys' fees and costs of collection, (collectively, “Losses”) that arise from Lime's gross negligent actions and omission of an act which is required under this Agreement to be performed by Lime, out of any failure by Lime to materially comply with the terms of this Agreement, or that are directly arising from Lime's actions or omissions or wilfull misconduct, except to the extent that the Loss in question is caused by the negligence or misconduct of the City or its officers, agents, or employees acting within the scope of their duties for the City (“Excluded Claims”). This provision shall survive termination of this Agreement.
- (d) **Property Damage**. Lime shall repair, replace or restore any City real or personal property that is damaged, lost or destroyed beyond normal wear and tear in connection with this Agreement. Should Lime fail to repair, replace or restore such real or personal property, the Lime shall pay the City's reasonable costs in making such repair, replacement or restoration within 30 days of notice by the City of such fact. If Lime does not pay such costs within 30 days, then the City may draw down the surety to reimburse these costs. Lime shall not place or attach any personal property, fixture, or structure to City property without the prior written consent of the City.

10. Termination and Suspension. This Agreement may be suspended or revoked by the City upon any of the following conditions:

- (a) Continuing violation of this Agreement after reasonable notice to comply has been provided to Lime.
- (b) False or misleading statements made by Lime in its application materials or other communications with the City.
- (c) A determination by the City that Lime is not operating the authorized devices in such a manner as to serve the public health, safety, or welfare.

- (d) Continuing violation of any federal, state, or local law after reasonable notice to comply has been provided to Lime.

11. Confidentiality.

- (a) Definition. “Confidential Information” means any non-public information that relates to the actual or anticipated business or research and development of a party (“Discloser” which includes, in the case of Lime, its affiliates), technical data, trade secrets or know-how of the Discloser made available to the other party (“Recipient”) (whether disclosed in writing, orally or by another means, whether on or after the Effective Date and whether or not marked as confidential), including, but not limited to, research, product plans or other information regarding the Discloser’s products or services and markets therefore, customer lists and customers, software, developments, inventions, processes, formulas, technology, designs, drawing, engineering, hardware configuration information, marketing, finances or other business information. Confidential Information does not include information that (i) is known to Recipient under no obligation of confidentiality prior to disclosure by Discloser, (ii) has become publicly known and made generally available through no wrongful act of Recipient, or (iii) has been received by Recipient under no obligation of confidentiality from a third party who is authorized to make such disclosure.
- (b) Nonuse and Nondisclosure. Recipient will not, during or subsequent to the Term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than, in furtherance of this Agreement, or (ii) disclose the Confidential Information to any third party (provided that, in the case of Lime, a Lime affiliate will not be deemed a third party). Recipient agrees that all of Discloser’s Confidential Information will remain the sole property of Discloser. Recipient also agrees to protect Discloser’s Confidential Information with at least the same degree of care it takes to protect its confidential and proprietary information of like nature (but in no event less than a reasonable degree of care).
- (c) Exception. The prohibition on disclosure of Confidential Information will not apply to the extent Confidential Information is required to be disclosed by Recipient as a matter of law or by order of a court, provided that Recipient provides Discloser with prior written notice of such obligation to disclose Confidential Information, reasonably assists in obtaining a protective order, and, in any event, discloses only that portion of Confidential Information as it reasonably believes is legally required to be disclosed.
- (d) Return of Materials. Upon the termination of the Agreement, or upon a Discloser’s earlier request, Recipient will deliver to Discloser all of Discloser’s property, including but not limited to all electronically stored information and passwords to access such property, or Confidential Information that Recipient may have in Recipient’s possession or control.
- (e) Personal Data. The City/University represents and warrants that the transfer of Personal Data from Lime is neither necessary nor contemplated under this Agreement. If the City/University becomes aware that Personal Data is being transferred from Lime to the City/University, City/University will (i) notify Lime immediately in order for Lime to cease such Personal Data transfer, and (ii) destroy any and all materials, documents, or other media (whether electronic or otherwise) containing Personal Data, together with all copies thereof. If the transfer of Personal Data from Lime becomes necessary for

the performance of this Agreement, the City/University will enter into a separate data transfer agreement before receiving or processing any Personal Data. "Personal Data" means any information (x) relating to an identified or identifiable natural person; (y) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers, government-issued identification numbers, passwords, or PINs, financial account numbers and other personal identifiers; and (z) any information that may otherwise be considered "personal data" or "personal information" under applicable law.

(f) Injunctive Relief. Each Party acknowledges that breach of its obligations under this Section would result in irreparable harm to the other party, for which money damages would be an insufficient remedy, and therefore agrees that the other Party will be entitled to seek injunctive relief to enforce the terms of this Section.

12. **Applicable Law.** This Agreement shall be deemed to be a State of Utah contract and shall be governed by the laws of the State of Utah. All suits for any claims or for any breach or dispute arising out of this Agreement may be brought in the appropriate court of competent jurisdiction in a state or federal court of competent jurisdiction located in North Salt Lake, Utah or the United States District Court for the District of Utah.

13. **Non-Assignment.** Lime shall not assign its rights and duties under this Agreement without the prior written consent of City.

14. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties with respect to the transaction contemplated hereby and supersedes and replaces all other written or oral agreements thereto.

15. **Failure to Perform.** Failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the provisions. No waiver by either party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Agreement.

16. **Interpretation.** Use of the term "City" in this Agreement shall be interpreted to include the City, its agents, officers, employees, and invitees. Use of the term "Lime" shall be interpreted to include Lime, its agents, officers, employees, and invitees.

17. **Amendments.** This Agreement shall not be amended, changed, modified, waived or discharged in whole or in part except by written agreement of both Parties.

18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original without production of any other counterpart. Any signature delivered via facsimile or other electronic means shall be deemed an original signature.

19. **Independent Contractor.** In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

20. **Miscellaneous.**

All notices and communications required by this Agreement shall be made in writing (includes electronic communications) and sent to the address listed below.

“City”
North Salt Lake
Attn: City Manager
10 E. Center St.
North Salt Lake, UT 84054

“Lime”
Neutron Holdings, Inc. DBA Lime
85 2nd Street, 1st Floor
San Francisco, CA 94105

[SIGNATURES ON FOLLOWING PAGE]

Executed the day and year first above written, by the parties as follows:

NEUTRON HOLDINGS, INC. D/B/A LIME

By: _____

Name: _____

Title: _____

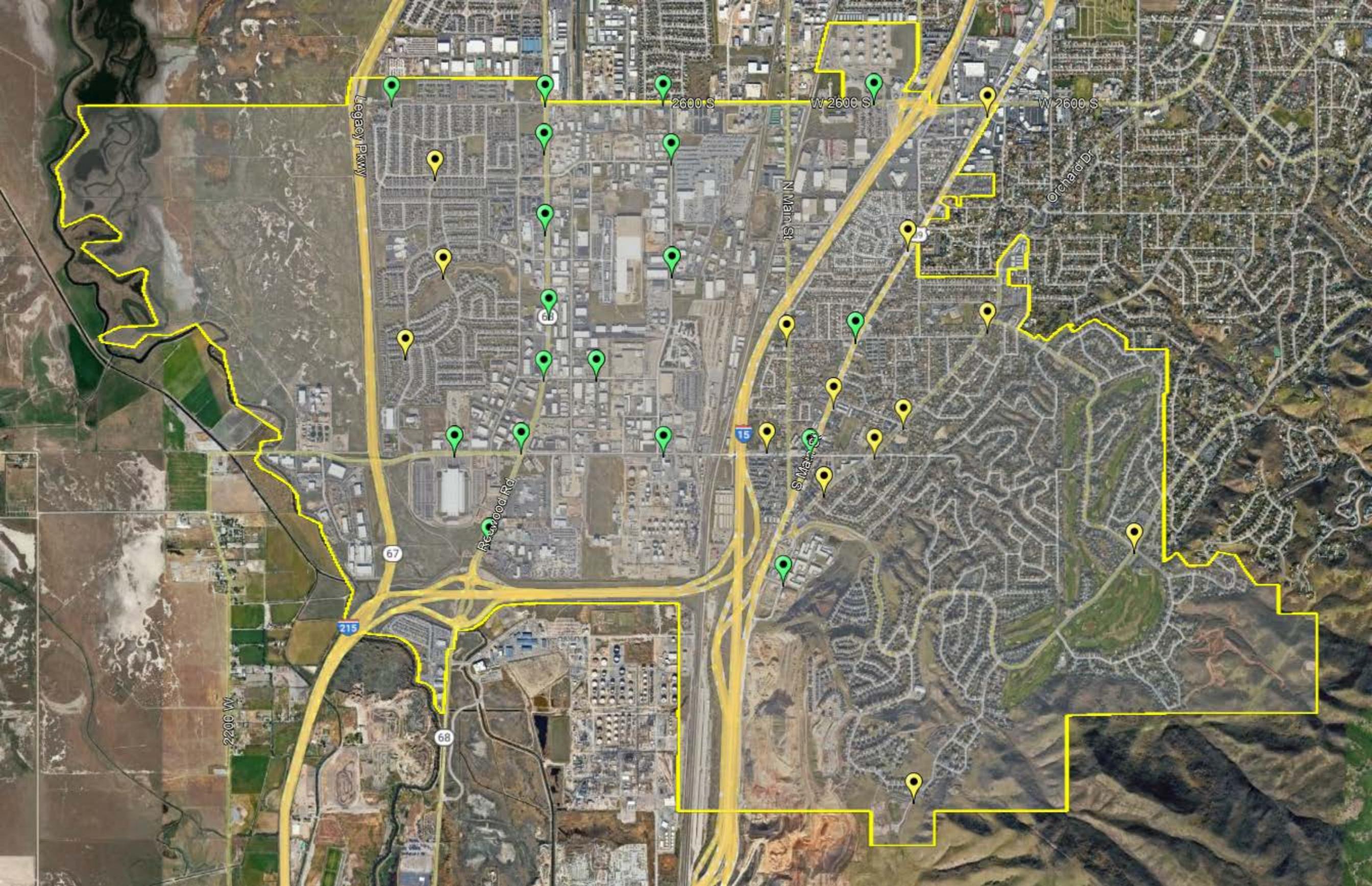
CITY

By: _____

Name: _____

Title: _____

EXHIBIT A



Legacy Pkwy

2600 S

W 2600 S

W 2600 S

Orchard Dr

N Main St

Reedwood Rd

S Main St

2200 W

67

215

68

15



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: Planning Commission
FROM: Sherrie Pace, Community Development Director
DATE: January 24, 2023
SUBJECT: Public hearing and consideration of a zoning map amendment for the recently annexed Val Verda Area

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of proposed zoning map amendment following the conclusion of the public hearing, including any modifications the Planning Commission deem appropriate.

The Planning Commission has the option to consider forwarding the zoning recommendation to the Council tonight or taking public comment under advisement and taking formal action at the next Planning Commission meeting. Davis County has requested that the City complete the zoning designation prior to the end of February so that the accurate zoning may be added to the County Assessor file for the 2023 tax year.

BACKGROUND

The City recently finalized the annexation of the Val Verda Area, which became effective on January 1, 2023. The area was zoned under the jurisdiction of Davis County. There were four zoning designations in the area Residential (R-1, R-2, R-3) and Commercial (C-2). At the October 24, 2022 Planning Commission meeting, the commission reviewed the existing zoning and discussed the possible zoning designations to be considered, if the annexation was approved. The Commission directed staff to draft a map for consideration, proposing that Davis County R-1 & R-2 become R1-7, R-3 become RM-7, and C-2 become CH.

REVIEW

Notice to the property owners within the area for a public hearing were mailed on January 12, 2023 and included the proposed map (attachment) and the table below summarizing the existing zoning regulations for Davis County and NSL regulations for the proposed zoning within the City. Those properties proposed to be zoned R1-7 will allow those homes with duplexes to remain conforming to the code. The minimum lot size of 7,000 sq. ft. in the zone is less than the 9,000 sq. ft. required under the county zoning. There are approximately four lots less than 7,000 sq. ft. that would have been legal non-conforming in the county and they will maintain that legal status under the new zoning. The multi-family properties proposed for the RM-7 zoning will be legal non-conforming as it relates to the density of the projects. The RM-7 zone allows 8 dwelling units per acre and the existing developments have been developed at approximately 13 dwelling units per acre. No additional multi-family units would be

allowed to be developed in those projects. The properties along Hwy 89 to be zoned CH will have very similarly allowed uses, and any uses not listed as permitted under the CH zone, but that have been permitted in the County will be legal non-conforming as well and be allowed to continue the present use.

	Zone	Minimum Lot Size (sq. ft.)	Single Family	Duplex	Multi-Family	Planned Unit Development	Min. Front Setback (ft.)	Min. Side Setback (ft.)	Min. Rear Setback (ft.)	Maximum Height (ft.)
Existing Davis County	R-1	9,000	P	N	N	C	25	8	25	30
	R-2	9,000	P	P	N	C	25	8/12	25	35
Proposed North Salt Lake	R1-7	7,000	P	P	N	P	25	8/12	25	35
Existing Davis County	R-3	9,000 +2,000 Per unit (~18 d.u./ac.)	P	P	P	C	25	8	25	30
Proposed North Salt Lake	RM-7	8 dwelling units/net acre	P	P	P	P	25	8/12	20	35
Existing Davis County	C-2	None	N	N	N	N	25	0	10	30
Proposed North Salt Lake	CH	None	N	N	N	N	10	0	0	60

As a result of the public notice, staff received an email from Mr. Brent Blundell requesting that his property at 3943 South 850 West be considered for the RM-7 zone instead of the R1-7 zone. His property is adjacent to Sycamore Grove Subdivision, which was approved by Davis County and then annexed into the City at the request of the developer. Sycamore Grove is zoned RM-7, as it was the most compatible zone to the development density granted by Davis County prior to annexation. If the Planning Commission feels favorably toward that amendment, staff recommends tabling the public hearing and action on the zone change, so that staff may update the proposed zone map and send notice to the abutting property owners as required by state and city statutes.

At a future date the Planning Commission may want to consider rezoning those portions of Sycamore Lane and Elm Avenue that were already within the city boundaries from R1-10 to R1-7 if the proposed zone map is approved without modification to the zones. This would allow those properties to have the same zone and property rights as others in the annexation.

POSSIBLE MOTION

Motion to Table:

I move that the Planning Commission table action on the proposed zone amendment and direct staff to modify the proposed zoning map as follows:

Motion to Recommend Approval:

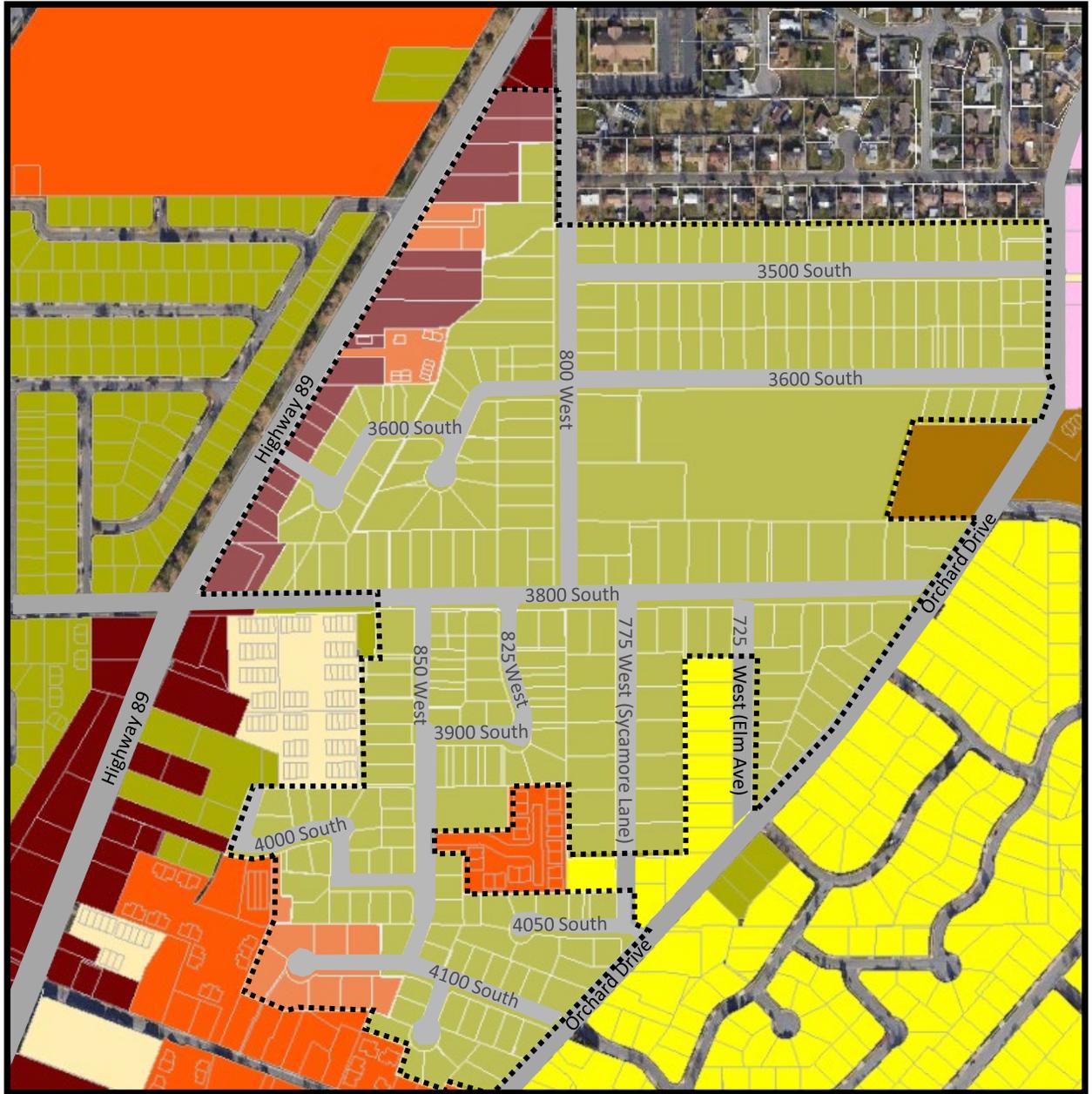
I move that the Planning Commission recommend to the City Council the proposed zoning map amendment as presented with no conditions.

Attachments

- 1) County Zoning Map
- 2) Proposed Zoning Map



Val Verda Annexation Proposed Zoning Map



- | | |
|--|--|
|  Highway Commercial (CH)- <i>existing</i> |  Highway Commercial (CH)- <i>proposed</i> |
|  Residential (R1-7)- <i>existing</i> |  Residential (R1-7)- <i>proposed</i> |
|  Multi-Family Residential (RM-7)- <i>existing</i> |  Multi-Family Residential (RM-7)- <i>proposed</i> |
|  Residential (R1-10)- <i>existing</i> |  Val Verda Annexation Boundary |

From: [Brent Blundell](#)
To: [planning](#)
Subject: Zoning Request
Date: Thursday, January 19, 2023 1:40:52 PM

Mackenzie,

I live at 3943 South 850 West, a parcel in the area recently annexed by NSL. My parents acquired the parcel in 1959 and I purchased it from them in 1989. The parcel is almost an acre. I'm in my mid 70's now and will either sell the lot or develop the back half in the near future. The proposed zoning for the lot is R1-7. There are more development options for a lot zoned RM1-7 than a lot zoned R1-7. I am requesting that my parcel be zoned RM1-7. The Sycamore Grove PUD borders my parcel's south and east boundaries. It is zoned RM1-7. Zoning my parcel RM1-7 would be consistent with the Sycamore Grove PUD's zoning.

--

Thanks,

Brent Blundell
phone: 801.201.3747

1 CITY OF NORTH SALT LAKE
2 PLANNING COMMISSION MEETING
3 ANCHOR LOCATION: CITY HALL
4 10 EAST CENTER STREET, NORTH SALT LAKE
5 JANUARY 10, 2023

6
7 **DRAFT**
8

9 Commission Chair BreAnna Larson called the meeting to order at 6:30 p.m.

10
11 PRESENT: Commission Chair BreAnna Larson
12 Commissioner Ryan Holbrook
13 Commissioner Ron Jorgensen
14 Commissioner Katherine Maus
15 Commissioner Irene Stone
16 Commissioner William Ward
17

18 EXCUSED: Commissioner Brandon Tucker
19

20 STAFF PRESENT: Sherrie Pace, Community Development Director; Mackenzie Johnson,
21 Planner.
22

23 OTHERS PRESENT: Dee Lalliss, resident; Gursimran “Prince” Chaoha, Aaron Lee, XLR8
24 Motors.
25

26 1. PUBLIC COMMENTS
27

28 There were no public comments.
29

30 2. APPOINTMENT OF CHAIR AND VICE CHAIR
31

32 **Commissioner Jorgensen moved that BreAnna Larson continue as Chair of the Planning**
33 **Commission. Commissioner Ward seconded the motion. The motion was approved by**
34 **Commissioners Holbrook, Jorgensen, Larson, Maus, Stone and Ward. Commissioner**
35 **Tucker was excused.**
36

37 **Commissioner Jorgensen moved that Bill Ward continue as Vice Chair of the Planning**
38 **Commission. Commissioner Maus seconded the motion. The motion was approved by**
39 **Commissioners Holbrook, Jorgensen, Larson, Maus, Stone and Ward. Commissioner**
40 **Tucker was excused.**

41 3. CONSIDERATION OF A CONDITIONAL USE PERMIT FOR XLR8 MOTORS AT
42 490 EAST 1000 NORTH, AARON LEE, APPLICANT
43

44 Mackenzie Johnson reported that this was a conditional use permit for XLR8 Motors to be
45 located at 490 East 1000 North in the Commercial Shopping (CS) zone. Car dealers are a
46 conditional use in the CS zone. The business would have two employees and the hours of
47 operation would be 10 a.m. to 6 p.m. The applicant anticipated that two to three vehicles would
48 be delivered or leave the property per day.
49

50 The existing building has three bay doors and consists of 100 square feet of office space with the
51 remainder to be used as an indoor display area for a total of 2,600 square feet. Per City code car
52 dealers must provide a minimum of one stall per 200 square feet of sales office area plus one
53 space for every ten vehicles displayed or five stalls, whichever is greater. They must also provide
54 a separate storage area for vehicles for sale or under repair. The applicant proposed to store 4
55 vehicles inside the building and 18 outside for a total of 22 vehicles displayed. All vehicles on
56 site would be ready for sale and no vehicles that were wrecked, damaged, non-operable, or
57 otherwise under repair would be stored at this location. The applicant provided five parking
58 stalls, including one ADA compliant, for guests and employees only.
59

60 The existing parking lot was resurfaced but the parking stalls were not painted. Staff determined
61 that the proposed parking plan would be compliant with code and the Development Review
62 Committee (DRC) recommended that the front parking lot and all customer/employee stalls be
63 striped and signed, as shown on the parking plan, prior to the business license being issued.
64

65 Mackenzie Johnson explained that due to the building being vacant the landscaping along 1000
66 North was overgrown with weeds and debris. Staff was informed that the irrigation system was
67 cut off or removed when the parking lot was resurfaced. The DRC recommended a condition that
68 the landscaping be improved by July 3, 2023. There were no park strips along 1000 North so the
69 vegetation requirement of the City code would not apply, although drought tolerant vegetation
70 would be encouraged. The applicant proposed to improve the landscape areas with rock mulch
71 and decorative boulders. The DRC recommended a condition that vehicles be on a paved surface
72 and may not be stored or displayed in the designated landscape areas per City code.
73

74 The DRC recommended approval of the conditional use permit with the conditions that no more
75 than 22 vehicles be stored onsite, a minimum of five parking stalls be available for
76 customers/employees, the front parking lot and all customer/employee parking be striped and an
77 ADA sign be installed prior to issuance of a business license, vehicles must be on a paved
78 surface and not stored/displayed in the designated landscape areas, and the landscaping must be
79 improved prior to July 3, 2023.
80

81 Mackenzie Johnson explained that one of the reasons for the condition of paved surfaces was to
82 ensure that no vehicles were parked on either an existing section of dirt on the east side of the
83 building or the unknown surface under an existing accessory structure if it were removed.

84
85 Commissioner Stone expressed concern with on-street parking. Mackenzie Johnson replied that
86 this was also a concern of the DRC and that the City's standard parking code and on-street
87 parking code would apply. This meant that after 48 hours a vehicle that had not moved could be
88 ticketed or towed.

89
90 Sherrie Pace commented that unlicensed vehicles could be ticketed or towed sooner than 48
91 hours.

92
93 Commissioner Jorgensen commented on wrecked and non-operable vehicles being stored at this
94 location. He proposed amending condition one to say that none of the vehicles could be wrecked,
95 damaged, non-operable, under repair, or part salvaged.

96
97 Chair Larson asked the applicant when they planned to commence operations. Prince Chaoa,
98 XLR8 Motors, replied that they planned to complete lease negotiations and then work on the sign
99 permit. He said they were working to promote a professional image. Mr. Chaoa commented that
100 they did not intend to have on-street parking.

101
102 Commissioner Maus asked if the dirt patch to the east of the building was designated as a
103 landscape area and asked if improvements would be required. Mackenzie Johnson responded that
104 it was included in the landscape requirement for improvement prior to July 3rd.

105
106 **Commissioner Jorgensen moved that the Planning Commission approve the conditional**
107 **use permit for XLR8 Motors located at 490 East 1000 North with the following conditions:**

- 108
109 **1) No more than 22 vehicles (4 inside and 18 outside) be stored or displayed at the**
110 **subject location at any given time, none of which are wrecked, damaged, non-**
111 **operable, or under repair or part salvaged;**
112 **2) A minimum of 5 parking stalls be available for customers and employees at any**
113 **given time;**
114 **3) The front parking lot and all customer and employee parking be striped, and the**
115 **ADA sign installed, prior to issuance of the business license;**
116 **4) Vehicles must be on a paved surface and may not be stored or displayed in the**
117 **designated landscape areas per city code 10-1-33E; and**
118 **5) The landscaping be improved prior to July 3, 2023.**

119
120 **Commissioner Holbrook seconded the motion. The motion was approved by**
121 **Commissioners Holbrook, Jorgensen, Larson, Maus, Stone and Ward. Commissioner**
122 **Tucker was excused.**

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4. 2023 GOALS AND OBJECTIVES, MEETING SCHEDULES, AND PROJECT
TIMELINES

Sherrie Pace reported on City Council priorities, which included the adoption of the Form-Based Code. She then reported on the proposed Planning Commission schedule which included the zoning for the Val Verda annexation area, the Form-Based Code, a General Plan update, the updated subdivision ordinance, and code updates for parking and conditional use permits. She shared the project timeline for the zoning of the Val Verda area including sending notices to those residents for a public hearing on January 24th.

Sherrie Pace spoke on the Form-Based Code and said that the Planning Commission would review chapters 2 (streets) and 7 (parking) next, followed by chapters 6 (parks) and 8 (signs). A joint work session with the City Council to review the Form-Based Code would be held on either March 28th or April 4th. She said after the joint work session, a public open house and/or webinar would be held on April 12th. The public hearing would be scheduled for April 25th with a recommendation to the City Council.

Ms. Pace elaborated on the City Council discussed priorities for 2023 which included many planning aspects including a buffered bike lane pilot program, active transportation, park planning, and general plan updates.

Mackenzie Johnson commented that her due date was April 16th and would be on maternity leave for multiple months. Staff planned to hire an intern to help the department during that time.

Commissioner Jorgensen asked if there were any updates on Hatch Park. Sherrie Pace replied that the bond was approved and the next step would be the design of the construction drawings. The Parks and Arts Committee had reviewed a conceptual design that may or may not include a South Davis Recreation Center.

Sherrie Pace then reviewed the 2023 meeting schedule for the Planning Commission. Noting that the February 14th meeting was moved to Wednesday, February 15th.

5. REPORT ON CITY COUNCIL ACTIONS ON ITEMS RECOMMENDED BY
PLANNING COMMISSION

Mackenzie Johnson reported that the City Council approved the plat amendment for Lots 104, 105R, and 106R in the Eaglewood Cove Subdivision Phase 1. The City Council also approved the final plat for Eaglewood Cove Subdivision Phase 14. Staff was working with the developer on finalizing redlines for that phase. The plat amendment for Eaglewood Cove Phase 13 was also approved by the City Council.

165 Mackenzie Johnson commented that one of the City Council priorities that she was excited about
166 included more public art in the City.

167

168 6. APPROVAL OF MINUTES

169

170 The Planning Commission meeting minutes of November 22, 2022 were reviewed and approved.

171

172 **Commissioner Jorgensen moved to approve the November 22, 2022 Planning Commission**
173 **meeting minutes as explained. Commissioner Stone seconded the motion. The motion was**
174 **approved by Commissioners Holbrook, Jorgensen, Larson, Maus, Stone and Ward.**
175 **Commissioner Tucker was excused.**

176

177 7. ADJOURN

178

179 Commission Chair Larson adjourned the meeting at 7:10 p.m.

180

181 *The foregoing was approved by the Planning Commission of the City of North Salt Lake on*
182 *Tuesday, January 24, 2023 by unanimous vote of all members present.*

183

184

185

186 _____
Wendy Page, City Recorder