



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA May 16, 2023

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **May 16, 2023** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm followed by the regular session at 7:00 pm in the Council Chambers. Some members may participate electronically via Zoom. The public may attend in person or via Zoom; however, the electronic meeting option does not allow for participation during public hearings or comment periods. Please see instructions included in this agenda to attend and view the meeting via Zoom.

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. Presentation on City Code Related to Xeriscaping by Sherrie Pace, Community Development Director
2. Adjourn

REGULAR SESSION – 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Councilmember Baskin
3. Citizen Comment
4. Consideration of Appointment to Parks, Trails, Arts and Recreation Advisory Board
5. Consideration of **Resolution 2023-20R**: A Resolution Entering Into an Interlocal Cooperation Agreement (2023-13A) with Davis County Relating to the Conduct of Community Development Block Grant (CDBG) Program for Federal Fiscal Years 2024, 2025, and 2026
6. Consideration of the Local Government Understanding and Agreement with Wasatch Front Regional Council (WFRC) and Leland Consulting for a Town Center Market Study Including Authorizing the Mayor to Sign Attachment D of the Agreement (2023-12A)
7. Consideration of **Resolution 2023-21R**: A Resolution Entering Into an Interlocal Cooperation Agreement (2023-07A) with Woods Cross City for Cost Sharing and Implementation of the Traffic Signal Project at 400 West 1100 North
8. Consideration of **Resolution 2023-22R**: A Resolution Amending the General Plan to Include Chapter 11, Water Use and Preservation Element
9. Consideration of **Resolution 2023-23R**: A Resolution Amending the City's Comprehensive Fee Schedule for Street Excavation Permits and the Storm Water Service Areas Map
10. Consideration of Request from Rocky Mountain Power to Cut into City Roads Less Than Five Years Old on Eaglewood Loop and Rockwood Drive
11. Consideration of Request to Partner with South Davis Water District for the Reconstruction of Elm Avenue in an Amount up to \$153,000

12. Approval of City Council Minutes of May 2, 2023
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*

This meeting has an option to attend electronically via Zoom, with joining information below:

Topic: May 16, 2023 City Council Meeting

Time: May 16, 2023, 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting: <https://us02web.zoom.us/j/86154789231>

Webinar ID: 861 5478 9231

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

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, City’s website, and at City Hall on May 15, 2023.

Dated this 15th day of May, 2023.


Wendy Page, City Recorder





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: May 16, 2023

SUBJECT: Parks, Trails, Arts, and Recreation Advisory Board Appointment

RECOMMENDATION

Councilmember Porter recommends the appointment of Peter Wirthlin for Seat 4 to fill the vacancy left by Kristine Pepin on the Parks, Trails, Arts and Recreation Advisory Board with a term ending 1/1/2025.

BACKGROUND

The Parks, Trails, Arts and Recreation Advisory Board was established by Ordinance and amended over the years with the latest amendment in 2020. The ordinance established the membership of the Board which comprises seven regular members. Each member of the governing body of the City shall have one appointment ratified by the City Council which has a term of two years. Councilmember Porter recommends Peter Wirthlin be appointed to fill the vacancy in Seat 4 on the Parks, Trails, Arts and Recreation Advisory Board for the term ending 1/1/2025.

PROPOSED MOTION

I move that the City Council ratify the appointment of Peter Wirthlin to the Parks, Trails, Arts & Recreation Advisory Board.



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: Ali Avery, Long Range Planner
DATE: May 16, 2023
SUBJECT: Consideration of Resolution 2023-20R: A resolution entering into an interlocal cooperation agreement relating to the conduct of Community Development Block Grant (CDBG) program for federal fiscal years 2024, 2025, and 2026

RECOMMENDATION

City staff recommends the approval of Resolution 2023-20R: A resolution entering into an interlocal cooperation agreement relating to the conduct of Community Development Block Grant (CDBG) program for federal fiscal years 2024, 2025, and 2026.

BACKGROUND

Davis County is currently the agency that administers the Community Development Block Grant (CDBG) program through the U.S. Dept. of Housing and Urban Development (HUD). The CDBG program enables the City to make public improvements to benefit low to moderate income populations. Every three years, the County has to qualify as an Urban County through HUD to administer the program. In order for the City to be eligible for CDBG funding through the County, an interlocal cooperation agreement must be signed every three years. The last agreement was signed in 2019 for Fiscal years 2020-2022.

REVIEW

The City continues to benefit from having access to CDBG funds. In 2021, the City was awarded funds to construct a section of sidewalk on Overland Road, directly adjacent to Colonial Woods Mobile Home Park. It was recently brought to the attention of City staff that the newly annexed Val Verda area qualifies for CDBG funding, as well, so there is potential for funding for public improvements (sidewalk, street lights, water lines, etc.) in that area.

POSSIBLE MOTION

I move that the City Council approve Resolution 2023-20R: A resolution entering into an interlocal cooperation agreement relating to the conduct of Community Development Block Grant (CDBG) program for federal fiscal years 2024, 2025, and 2026.

Attachments

- 1) Resolution 2023-20R
- 2) CDBG Interlocal Cooperation Agreement (2023-13A)

RESOLUTION 2023-20R

**A RESOLUTION APPROVING AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN CITY OF NORTH
SALT LAKE AND DAVIS COUNTY RELATING TO THE
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS
2024, 2025, AND 2026**

WHEREAS, the Utah Interlocal Cooperation Act, codified at Utah Code Ann § 11-13-101, et seq., as amended (the “Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on the basis of mutual advantage and to provide joint services or engage in cooperative action; and

WHEREAS, in accordance with the terms and conditions of the Act, Davis County and City of North Salt Lake desire to cooperate with regards to the Community Development Block Grant (CDBG) as more particularly described in the Interlocal Cooperation Agreement between the City of North Salt Lake and Davis County (the “Interlocal Cooperation Agreement”), which is attached hereto as Exhibit A; and

WHEREAS, Davis County and City of North Salt Lake have determined that it is desirable and in the best interests of the community and the public to enter into the Interlocal Cooperation Agreement.

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

1. The Interlocal Cooperation Agreement is approved by the legislative body of City of North Salt Lake, Utah; and
2. The effective date of the Interlocal Cooperation Agreement shall be on the soonest date that all of the provisions of the Act have been satisfied to trigger the effective date of the Interlocal Cooperation Agreement; and
3. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah this 16th day of May, 2023.

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	_____

INTERLOCAL COOPERATION AGREEMENT RELATING TO THE CONDUCT
OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

This Agreement is between Davis County, Utah, a body politic and corporate and legal subdivision of the state of Utah (the "County"), and the City of North Salt Lake, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" in this Agreement.

RECITALS

A. In 1974, the United States Congress enacted the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.) (the "Act"); and

B. The primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

C. To implement the objectives of the Act, the United States Department of Housing and Urban Development ("HUD") has issued regulations governing the conduct of the Community Development Block Grants ("CDBG") program, published in 24 Code of Federal Regulations ("CFR"), Part 570 (the "Regulations"); and

D. Pursuant to the Regulations, a county may qualify as an "urban county," as defined in Section 570.3 of the Regulations and Section 102(a)(6) of the Act, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

E. The county has qualified as an urban county and is eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county; and

F. Pursuant to the Regulations, certain units of general local government located within the County's boundaries, including the City, may be included in the urban county for qualification and grant calculation purposes by entering into cooperation agreements with the County; and

G. The Parties desire to enter into this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby agree as follows:

1. This Agreement covers the CDBG entitlement program, as delineated under the Act and the Regulations. Through this Agreement, the City is a part of the County (as an urban county under the Act and Regulations) for CDBG qualification and grant calculation purposes.
2. By executing this Agreement, the City acknowledges, understands, and agrees with all of the following:
 - A. The City may not apply for grants from appropriations under the State CDBG program for the Three-year Qualification Period.
 - B. The City may receive a formula allocation under the HOME program only through the County, as an urban county under the Act. Thus, even if the County does not receive a HOME formula allocation, the City is precluded from forming a HOME consortium

- with other local governments. The provisions of this subsection directly above, however, do not preclude the County or the City from applying to the state of Utah for HOME funds, if allowed by the state of Utah.
- C. The City may receive a formula allocation under the Emergency Solutions Grants (“ESG”) program only through the County, as urban county under the Act. The first sentence of this subsection does not preclude the County or the City from applying to the state of Utah for ESG funds, if allowed by the state of Utah.
3. The period covered by this Agreement is federal fiscal years 2024, 2025, and 2026 (the “Three-year Qualification Period”). This Agreement commences on October 1, 2023 and will remain in effect through the later of September 30, 2027, or until the CDBG funds and program income received (with respect to activities carried out during the Three-year Qualification Period) are expended and the funded activities completed. The Parties acknowledge and agree that they may not terminate this Agreement and may not withdraw from this Agreement while it remains in effect.
 4. The Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The City agrees and authorizes the County to undertake essential community renewal and lower income housing activities within the City’s municipal boundaries, including CDBG program activities and projects within the City’s municipal boundaries. The City further agrees and authorizes the County to undertake essential community development and housing assistances activities within the City’s municipal boundaries. More specifically, the Parties agree to cooperate in the development and selection of CDBG program activities and projects to be conducted or performed within the City’s municipal boundaries.
 5. The Parties agree to:
 - A. Take all actions necessary to assure compliance with the County’s certification under Section 104(b) of the Act; specifically, to conduct and administer the grant in conformity with the Civil rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.
 - B. Comply with Section 109 of the Act, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968.
 - C. Comply by signing the assurances and certifications in the HUD 424-B.
 - D. Comply with all other applicable laws; and
 - E. Comply with the applicable provisions of the grant agreements received by the County from HUD as well as the rules, regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program.
 6. The Parties acknowledge, understand, and agree that the County may not provide any CDBG funding for activities in or in support of any cooperating unit of general local

government, including the City that does not affirmatively further fair housing within its jurisdiction, or that impedes the County's actions to comply with the County's fair housing certification.

7. The City affirms that it has adopted and is enforcing:
 - A. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
8. The Parties agree not to veto or otherwise obstruct the implementation of the approved consolidated plan. The Parties further agree that the County has the final responsibility for selecting CDBG program activities and projects as well as submitting the consolidated plan to HUD.
9. Pursuant to Section 570.501(b) of the Regulations, the Parties acknowledge and agree that the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in Section 570.503 of the Regulations.
10. The Parties acknowledge and agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations; rather, CDBG funds must be used for activities eligible under Title I of the Act
11. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows:

<u>To the City:</u> North Salt Lake City Manager: Ken Leetham 10 E Center St North Salt Lake, Utah 84054	<u>To the County:</u> Davis County Attn: CDBG Grants Administrator P.O. Box 618 Farmington, UT 84025
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12. No separate legal entity is created by this Agreement.
13. This Agreement will be authorized and approved by the legislative body of each Party by resolution or ordinance in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement will be filed with the keeper of records of each Party in accordance with Section 11-13-209, Utah Code Annotated, as amended. Moreover, this Agreement will be submitted to the authorized attorney for each Party for a legal opinion satisfying the Act and in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended.
14. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which agreements, if any, are void, nullified, and of no legal effect if they are not recited or addressed in this Agreement.

15. This Agreement and its provisions may not be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
16. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
17. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. Signature pages follow.]

SIGNATURE PAGE FOR DAVIS COUNTY, UTAH, TO THE INTERLOCAL
COOPERATION AGREEMENT RELATING TO THE CONDUCT OF COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR FEDERAL FISCAL YEARS
2024, 2025, AND 2026

DAVIS COUNTY, UTAH

Lorene M. Kamalu, Chair
Board of Davis County Commissioners
Dated: _____

ATTEST:

Brian McKenzie
Davis County Clerk
Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

Robert Tripp
Davis County Deputy Civil Attorney
Dated: _____

SIGNATURE PAGE FOR THE CITY OF NORTH SALT LAKE, UTAH,
TO THE INTERLOCAL COOPERATION AGREEMENT RELATING TO THE
CONDUCT OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
FOR FEDERAL FISCAL YEARS 2024, 2025, AND 2026

CITY OF NORTH SALT LAKE, UTAH

Brian Horrocks

Mayor

Dated: _____

ATTEST:

NAME:

City Recorder

Dated: _____

LEGAL OPINION

This Agreement and the terms and provisions of this Agreement are fully authorized under state law and local law. This Agreement provides full legal authority for the County to undertake essential community renewal and lower income housing activities within the City's municipal boundaries. This Agreement is further reviewed and approved as to proper form and compliance with applicable law.

NAME:

Attorney for the City of NORTH SALT LAKE

Dated: _____



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: Ali Avery, Long Range Planner
DATE: May 16, 2023
SUBJECT: Consideration of Agreement 2023-12A entering into a contract with Leland Consulting Group for the Town Center Market Study

RECOMMENDATION

City staff recommends that the City Council authorize entering into a contract with Leland Consulting Group for the Town Center Market Study including giving the Mayor authority to sign Attachment D of the contract.

BACKGROUND

In 2022, the City was awarded grant funds from Wasatch Front Regional Council through the Transportation and Land Use Connection program for the completion of a Town Center Market Study. The intent of the project is to get a better idea of the types of uses that are viable in the Town Center so that the City can make better informed decisions regarding allocation of RDA money in addition to understanding the building types that will be needed in order to accommodate those uses. As development pressure in the Town Center persists, City staff finds that it is necessary to acquire data regarding the realities of the market and actual development needs in the area. The total budget for the project is \$40,000, with a grant award of \$30,100. In accordance with WFRC requirements, the City match of \$9,900 has already been paid and WFRC will release funds to the selected consultant throughout the project.

REVIEW

A selection committee consisting of the City Manager, Community Development Director, Long Range Planner, and a representative from WFRC reviewed the three proposals that were submitted for this project. The consultants who submitted proposals were Zions Public Finance Inc., Leland Consulting Group, and Design Workshop. After a thorough review, the selection committee decided that Leland Consulting Group had the best proposal and would get the City closest to its goals for the Town Center.

You will note that the agreement to perform the project work is between WFRC and Leland Consulting. The City Council's approval of the proposed contract should specifically allow the Mayor to sign Attachment D, Local Government Understanding and Agreement. Though the contract indicates

management by WFRC staff, City staff will be working directly with Leland Consulting to also manage the project and guide the work as described in the scope (Attachment B).

POSSIBLE MOTION

I move that the City Council approve Agreement 2023-12A with Leland Consulting Group for the completion of a Town Center Market Study, including authorizing the Mayor to sign Attachment D of the Agreement.

Attachments

- 1) Agreement 2023-12A

TRANSPORTATION AND LAND USE CONNECTION CONSULTANT AGREEMENT

WASATCH FRONT REGIONAL COUNCIL

EFFECTIVE DATE:

-
1. **CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council, referred to as WFRC and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

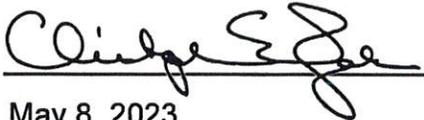
Consultant Name: Leland Consulting Group
Address: 610 SW Alder Street, Ste 1200, Portland, OR 97205
Phone Number: 503.222.1600 or 503.205.4151
Fed ID No: 93-0995780

2. **REASON FOR CONTRACT:** The WFRC desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC with the work outlined in the Attachment B. This contract is to complete work toward fulfilling the Transportation and Land Use Connection Award for the North Salt Lake Town Center Market Study (#351034) project.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on June 30, 2024 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
4. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
5. **ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services
Attachment C – Consultant Budget and Responsibilities
Attachment D – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

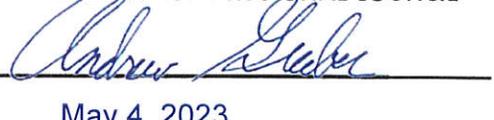
By:



Date: May 8, 2023

WASATCH FRONT REGIONAL COUNCIL

By:



Date: May 4, 2023

CERTIFICATION OF CONSULTANT

I hereby certify that I, Christopher Zahas, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contact, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council, and the Federal Highway Administration in connection with this Agreement if it involves participation of Federal-Aid Funds, and is subject to applicable State and Federal laws, both criminal and civil.

May 8, 2023

Date


CONSULTANT SIGNATURE

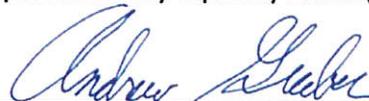
CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

May 4, 2023

Date



Andrew Gruber, Executive Director
Wasatch Front Regional Council

ATTACHMENT A

Standard Terms and Conditions

1. Employment of CONSULTANT.

The WFRC hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment B based on the budget in Attachment C.

2. Scope of Services by CONSULTANT.

Consultant shall perform these services at the direction of WFRC in accordance with commonly accepted professional standards and to WFRC's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC reserves the right to refine or amend these work tasks, as necessary.

3. Contract Changes.

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. Project Oversight.

WFRC will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC Project Manager assigned to this Project is Marcia White, mwhite@wfr.org, (801) 556-5081

5. Personnel.

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. Subcontractors.

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC. Subcontractors are subject to the same compensation for meals and incidentals referenced in section 8. Compensation.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay or interruption.

8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of \$40,000. For purposes of consultant travel, compensation for meals and incidentals will be in accordance with [GSA guidelines](#). All consultant travel must be authorized in writing by the WFRC project manager prior to expenses being incurred, and must be for the purpose of visiting the project site and/or client.

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC project manager Marcia White, mwhite@wfr.org and should include the element number #351034. For all services and materials pertinent hereto, CONSULTANT shall bill WFRC monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered, and must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC upon request. Copies of itemized receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC at all proper times. The WFRC shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B. All final products and project presentations to stakeholders should acknowledge the funding source, the Transportation and Land Use Connection Program. Final products must include the program logo.

12. Disputes.

It is WFRC's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC Executive Director. All disputes will be adjudicated by WFRC. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC's satisfaction on such documents and other materials. Said payment to CONSULTANT or reimbursement to the WFRC (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all federal, state and local laws, ordinances or regulations affecting their employees, or those engaged by CONSULTANT on the project for the materials or equipment used or for the conduct of the work, and will procure all necessary licenses, permits and claims arising out of any acts of CONSULTANT occurring during this agency relationship.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.

CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC and Others.

No officer, member or employee of the WFRC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC, except as required by law or subpoena.

20. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC. All files associated with the completion of the scope must be provided to WFRC upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

CONSULTANT shall indemnify and save harmless the WFRC, and its officers and employees, from and against damages to property or injuries to or death of any person or persons, including property and employees or agents of the WFRC, for claims, demands, suits, actions, or proceedings, including workers' compensation claims, to the extent negligent acts, errors, or omissions of CONSULTANT, its officers and employees and others for whom the CONSULTANT is legally liable.

The WFRC shall defend, indemnify and save harmless CONSULTANT, and its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CONSULTANT, for any and all claims, demands, suits, actions, or

proceedings, including workers' compensation claims, to the extent they result from or arise out of the tortious or negligent acts, errors, or omissions of the WFRC, its agents, officers, employees, or subcontractors.

23. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, commercial general liability (professional liability @ \$500,000 per occurrence), and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC.

The WFRC's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

26. Title VI Provisions

Where Title VI APPENDICES A in the remainder of this section use contractor, substitute CONSULTANT. Where the Title VI APPENDICES A in the remainder of this section uses the recipient, substitute WFRC.

APPENDIX A: During the performance of this contract, for itself, its assignees and successors in interest (hereinafter in referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or Federal Aviation Administration (FAA) as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's

obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, FTA, or FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. canceling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for A non-compliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27. Disadvantaged Business Enterprise (DBE).

The contractor shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project.

- A. The contractor agrees to comply with section 1101(b) of SAFETEA-LU, 23 USC § 101 note, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and
- B. The contractor agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third-party contract, or sub agreement supported with Federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The contractor agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third-party contracts and sub-agreements supported with Federal assistance derived from the USDOT.



- C. If the contractor issues a purchase order or subcontracts any portion of this contract, the contractor agrees to follow the procurement procedures in the UDOT Public Transit Team Procurement Guide, located on the UDOT Public Transit website; and, FTA Circular 4220.1F, which sets forth the requirements a contractor must adhere to in the solicitation, award and administration of third-party contracts using FTA grant funding.
- D. This CONTRACT is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. A separate contract goal for DBE participation has not been established for this procurement.
- E. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Department deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

ATTACHMENT B

Scope of Work, Services and Approach

Our approach to this project generally moves from the analytic to the strategic, with some transitional components in between, as shown in the figure below. The process is largely sequential, but typically involves some parallel tasks and iterative feedback steps as our understanding of the key problems and potential solutions evolves.

Figure 1: Analytic and Strategic Approach Framework



As shown on the left of the diagram, analytic steps include (but may not necessarily be limited to):

Site analysis. An evaluation of available study area retail spaces and development sites for different types of retailers and services, including factors such as visibility, traffic volumes, accessibility, parking, infrastructure, and zoning. This subtask includes some preparatory mapping of vacant and underutilized parcels, in-person fieldwork (both driving and on foot), collection of traffic volume data, and related activities.

Demographic drivers. This step involves analysis of census and census-based data to understand the local population, rate of growth, household income, education, age, and lifestyle preferences. These metrics help to inform the selection of retail trade zones (a.k.a. trade areas, market areas, catchments) and are revisited once those areas are determined.

Competitive supply characteristics: Here we investigate the existing retail landscape and identify any gaps in retail offerings that could be filled by new retailers. Key information sources include CoStar commercial real estate data, Placer visitation data, in-person fieldwork, and inputs from knowledgeable local stakeholders. Key quantitative metrics include total inventory by retail type, vacancy (both average rate and locations), rent levels, and pipeline development activity.

Gap/pull analysis: This component of the broader supply/demand analysis quantifies differences in household spending potential and existing sales activity within a reasonable retail trade zone applicable across most store categories. The availability of reliable sales data is often difficult, so to overcome this data challenge, we may need to rely in part on any confidential sales tax data the City is able to provide. Interpretation of gap/pull (“leakage”) data is not as straightforward as often presented in retail market analysis reports, so we will work closely with the client team to convey findings in an actionable manner.

Demand forecasting. Although some attainable demand may be implied in the gap/pull findings, market area growth is often a larger component. In this step we combine inputs from both gap/pull analysis and demographic indicators (mainly household growth projections and spending power) to develop a realistic forecast of retail space demand across key store categories,

presented in a range from conservative to aggressive/attainable.

Visitor behavior. In addition to the standard data sources like CoStar, Census/ACS, Bureau of Labor Statistics, etc., LCG recently added Placer.ai as an exciting new subscription data provider. Placer uses cell phone tracking data to provide a wealth of valuable information on visitor traffic. Any individual store, shopping center, or district can be analyzed for daily or weekly visitor counts, prevailing time-of-day and day-of-week visitation patterns, and trip-chaining behaviors. Using this geographic data on customer home and work locations, this data allows us to generate the true “trade areas” for stores in the study area and at key competitive locations.

Sales tax revenue flows: Though not specifically called for in the requested scope, we will use any sales tax collection data made available by the City to help assess the potential economic impact of attracting new retail tenants to the Town Center area, and we can comment on other potential economic and quality-of-life benefits likely to come from new retail development.

The process will also involve elements that combine analytic and strategic tasks. These include identification of **retail trade zones**, identification of **focus areas** within the study area where strategic efforts may be effective, and incorporating insights and local knowledge from **key stakeholders**.

Together, careful analysis of these topics will help inform a strategy for attracting and retaining retail tenants in the Town Center study area -- ensuring that the retail offerings in the area are aligned with the needs and preferences of the community and are complementary to existing and recent development activity.

Components of that strategy will include the following:

Customer segmentation: Market demand should be expressed in relation to the expected market segments of shoppers and diners likely to patronize the desired stores and restaurants. This may include discussion as to how different stores may draw from different geographic clusters of customer homes (or offices, or hotels) and may appeal to different consumer needs and wants.

Tenanting strategy: Recommendations should include specific goals as to desired and attainable tenant brands (or groupings of types/brands), along with a reasoned approach for pursuing those tenants. These should also be consistent with conclusions related to customer segmentation.

Marketing/branding/positioning: This strategy elements involves high-level approaches to working towards a distinct, believable, and compelling district-wide brand for the Town Center area that is compatible with consumer segmentation findings and supportable through permanent elements (monumentation, wayfinding, etc.) and through advertising and event programming.

Policy and incentives strategy: Finally, we will include, if applicable, recommendations to modify the City’s land use policies and development incentives to attract desired development.

Public Engagement, Site Visits, Meetings

Reflecting the analytical focus of this project, public engagement will be targeted and efficient. We will complete a **two-day kickoff** site visit that includes the following elements:

- Meetings with relevant City and WFRC staff, focused on planning, community development, and economic development functions, and potentially involving at least some discussion with staff representing transportation and public works.
- One-on-one interviews (arranged by City and/or WFRC staff) with key property owners, developers (including Eaglewood Village/Strategic Capital Partners), one or more local commercial real estate brokers, and one or more local tenant brokers. Some additional staff and stakeholder interviews may be conducted remotely in response to scheduling or related difficulties. Additional meetings may be

conducted virtually either before or after our site visit. We have found that these industry meetings are just as important, if not more so, as the desktop data research for understanding the market dynamics of a community.

- Staff-guided study area tour.
- Additional driving and walking fieldwork (by LCG and GRES), both in the study area and neighboring retail areas to observe and document competitive supply conditions.

Regular team update meetings to track project progress and troubleshoot potential points of conflict – either within the client team or relative to external stakeholders will be established. Bi-weekly meetings will be determined and scheduled by the client team.

Deliverables

Written Market Strategy report (likely 50 to 70 pages) including analytic and strategic elements as described above.

- In addition, a condensed version of findings and recommendations in PowerPoint will be included for use in sharing key results with client group(s) near the project's conclusion.
- At least one informal virtual presentation of interim findings to client leads and interested staff to help preview strategic findings and direction and gather course-correcting feedback.
- Consultant available to present to City Council.

Detailed Tasks, Budget by Task, Timeline and Deliverables

(Table depicts each task, timing and budget by task and subcontractor)

Tasks	Description	Timing	Deliverables	Budget by Task and Subcontractor		
				LCG	GRES	Total
1	Kickoff and Project Administration	May – June 2023				
	<ul style="list-style-type: none"> Multi-day site visit including staff meetings, stakeholder interviews, guided tour and fieldwork. Bi-weekly status meetings throughout project. 	<i>(may include follow-up remote interviews)</i>	Technical memo summarizing preliminary site analysis and findings from outreach and initial fieldwork (may be in broad themes in cases where confidentiality should be protected).	\$8,000 <i>(incl. \$1,450 travel expenses)</i>	\$5,000 <i>(incl. \$1,050 travel expenses)</i>	\$13,000 <i>(incl. \$2,500 travel expenses)</i>
2	Market Analysis	June – September 2023				
	Includes retail industry trends, demographics, competitive conditions, visitor behavior analysis, retail trade zone identification, gap/pull analysis, demand modeling, sales tax analysis.	<i>(note that some analysis activities can begin in parallel with planning for Kickoff visit).</i>	Interim powerpoint presentation of market analysis findings (remote)	\$12,000 <i>(incl. \$500 data expenses)</i>	\$3,000	\$15,000 <i>(incl. \$500 data expenses)</i>
3	Market Strategy/ Recommendations	October - November 2023				
	Includes finalizing of focus areas, customer segmentation, tenancing strategy, branding/ positioning, and strategy for policies and incentives.		<ul style="list-style-type: none"> Draft market analysis report Draft strategic recommendations Final powerpoint presentation of findings (on site) Final report of market analysis and strategic recommendations Consultant available to present to City Council 	\$9,000 <i>(incl. \$1,200 travel expenses)</i>	\$3,000	\$12,000 <i>(incl. \$1,200 travel expenses)</i>
	Total			\$29,000 <i>(incl. \$3,150 total expenses)</i>	\$11,000 <i>(incl. \$1,050 total expenses)</i>	\$40,000 <i>(incl. \$4,200 total expenses)</i>

- Hours not fully used for one task or expense may be reallocated to other tasks requiring additional time to complete following discussion and agreement with the City and WFRC Staff.
- The client will provide one set of clear and nonconflicting comments on all deliverables, and these comments will be the basis for our edits to deliverables. If there is a need for additional comments, client will discuss with consultant if more time or comments are needed.
- The site visit will be planned at least two weeks in advance in order to save on travel costs.

ATTACHMENT C

Budget and Responsibilities

Budget

Fees for the above services are a lump sum of **\$40,000**.

The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC:

Transportation and Land Use Connection Program: **\$30,100**.

Combined Local Governments: **\$9,900**.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by March 31, 2024.
- (2) Project / Contract Period: The project / contract will terminate on June 30, 2024 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

Responsibilities

- (1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC prior to beginning work.

ATTACHMENT D

Local Government Understanding and Agreement

Local Government Information

Local Government: North Salt Lake City
Contact Address: 10 E Center St, NSL, UT 84054
Contact Email: Ali Avery, alia@nslcity.org

The LOCAL GOVERNMENT has reviewed the consultant’s qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC regarding project related developments at major milestones or as requested by WFRC.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC and will provide periodic updates of the project’s progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

Date

Mayor



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: May 16, 2023

SUBJECT: Consideration of Resolution 2023-21R: A Resolution entering an Interlocal Cooperation Agreement (2023-07A) with Woods Cross City for Cost Sharing and Implementation of the Traffic Signal Project at 400 West 1100 North

RECOMMENDATION

I recommend approval of Resolution 2023-21R: A Resolution entering an Interlocal Cooperation Agreement (2023-07A) with Woods Cross City for Cost Sharing and Implementation of the Traffic Signal Project at 400 West 1100 North.

BACKGROUND

You may recall that Woods Cross City and North Salt Lake jointly agreed to pursue funding in order to pay for a traffic signal device at the intersection of 400 West and 1100 North. North Salt Lake submitted a funding application and received approval from the County's 3rd quarter cent transportation funds for a project which totals \$343,000 with a local match of \$100,000 to be shared equally by both cities. Since we are the applicant for the grant, we already approved an agreement with Davis County on March 7, 2023 subject to the two cities entering into a cost sharing agreement for the local match portion.

Woods Cross City has already considered, approved and signed the subject agreement which establishes the terms of the cost sharing arrangements (attached to the resolution). The terms are fairly simple and straightforward and firmly establish the idea that both cities share in 100% of all of the project costs above \$243,000, including unforeseen change orders, right-of-way costs (if any), or any cost overruns. The agreement has been reviewed by our legal counsel, though as a reminder, Hayes Godfrey Bell, the City Attorney is also Woods Cross' City Attorney.

PROPOSED MOTION

I move that the City Council approve Resolution 2023-21R: A Resolution entering an Interlocal Cooperation Agreement (2023-07A) with Woods Cross City for Cost Sharing and Implementation of the Traffic Signal Project at 400 West 1100 North

Attachments

- 1) Resolution 2023-21R
- 2) Cost Sharing Agreement (Exhibit A of Resolution)

RESOLUTION NO. 2023-21R

A RESOLUTION AUTHORIZING

**AN INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF NORTH SALT LAKE AND
WOODS CROSS CITY FOR THE COST SHARING OF THE
PROJECT TO INSTALL A TRAFFIC SIGNAL AT 400
WEST 1100 NORTH**

WHEREAS, the City of North Salt Lake (“City”) and Woods Cross City (“WX City”) determined that there should be a signalized traffic control device at the intersection of 400 West and 1100 North for the purpose of assisting all motorists to safely enter and exit side streets to 1100 North without undue delay or significant danger of vehicular accidents; and

WHEREAS, both cities also supported the submittal of an application to Davis County’s 3rd quarter cent transportation funding program for the project which is estimated to cost \$343,000; and

WHEREAS, Davis County approved the funding application which requires a local participation match of \$100,000 and the cities desire to share the cost of the local match equally, together with any other project costs required above the local participation match amount; and

WHEREAS, in order to establish the terms of cost sharing of the project both cities have a desire to enter into an agreement which sets forth all of the mutual understandings and agreement provisions in order to accept Davis County’s grant and proceed with construction of project improvements.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of North Salt Lake as follows:

Section 1. The attached agreement 2023-07A entitled, “Interlocal Cooperation Agreement Between Woods Cross City and The City of North Salt Lake” is hereby approved.

Section 2. This resolution, once adopted, shall become effective immediately upon passage.

APPROVED and ADOPTED by the City Council of the City of North Salt Lake this 16th day of May, 2023.

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 _____

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
WOODS CROSS CITY
AND
THE CITY OF NORTH SALT LAKE**

AN AGREEMENT by and between the **Cities of Woods Cross, Utah (WX) and North Salt Lake, Utah (NSL)** to apportion certain construction and right of way costs associated with the installation of a traffic signal light at the intersection of 1100 North and 400 West (the Project).

WHEREAS, WX and NSL have expressed previous to this written Agreement that they believe it is in the best interest of the citizens of both cities to improve the intersection of 1100 North and 400 West with a traffic signal light device, and

WHEREAS, based upon assurances from WX to the general terms and understanding of jointly sharing in the Project obligations, NSL applied for Project funding to Davis County under the 3rd quarter cent sales tax program, and

WHEREAS, the Davis County Council of Governments approved the funding application for the project with a local match requirement in which Davis County agreed to pay \$243,000 and each city is required to pay \$50,000 each for a total of \$343,000 which is the estimated cost of the Project, and

WHEREAS, the parties to this agreement now desire to put in writing the terms of the Agreement to fund the project.

NOW, THEREFORE let it be agreed that:

1. Purpose. The Purpose of this agreement is to establish the cost sharing and Project implementation between WX and NSL in order to construct the Project. Both parties agree that the intent of this agreement is to share and be obligated equally in Project costs, including, but not limited to: the local match required by project funding, costs in excess of funding awards, costs to acquire public right-of-way, if any, costs, if any, to run power or make other preparations not included in the original scope of work and any other related costs not explicitly identified in this Agreement, but which are required and necessary Project costs and obligations. To accomplish this cooperation the following shall govern:
 - a. NSL will administer and oversee the project, process all payments to the contractor and request payment reimbursements from Davis County.
 - b. NSL and WX will jointly prepare construction documents, review contractor bids and approve any other required Project materials. Both cities will have the right to review the bid documents and responses and make a bid award recommendation to the City of North Salt Lake City Council.
 - c. Since NSL has pursued the funding application, entered into a contract with Davis County for funding and will be up-fronting most of the project costs, it reserves the right to award the bid to the qualified contractor of its choice (lowest responsible bidder) pursuant to Utah Law and the City of North Salt Lake purchasing requirements.

- d. Upon NSL making a bid award, WX agrees to deposit \$50,000 with NSL to pay its share of the project costs. NSL agrees to manage the contractor, make contractor payments, track project payments and provide all project inspection reports and payment details to WX upon request.
 - e. NSL also agrees to inspect construction and inform WX at any point in the project if the contractor requests a change order in excess of \$5,000. WX also has an equal right under these terms to inspect construction and shall approve or deny, with NSL, any change orders to the Project which exceed \$5,000. Change orders under \$5,000 shall be reviewed and acted on by NSL in its sole discretion and best judgment.
 - f. The agreement with Davis County for project funding (attached as Exhibit A) includes the requirement that if the project exceeds the estimated cost of \$343,000, that NSL will pay 100% of the costs above the awarded amount. WX and NSL both agree that in the event of project costs in excess of \$343,000 such costs will be shared equally by both parties.
 - g. The Davis County funding agreement also does not cover any right-of-way acquisition costs of the Project, if needed. At the time of this agreement and prior to Project design, it is unknown if the Project will require the acquisition of additional right-of-way. In the event that additional public right-of-way is required in the Project, WX and NSL hereby agree to share equally in the costs of the additional right-of-way.
2. **Effective date.** This Interlocal Cooperation Agreement shall become effective and shall enter into force, within the meaning of the Interlocal Cooperation Act, upon the satisfaction of all statutory requirements and the signature of the Agreement by the Parties.
 3. **Term of agreement.** The term of this Interlocal Cooperation Agreement shall be from the effective date hereof until the Project has been completed, including any and all warranty periods or auditing periods required by Davis County are completed.
 4. **No separate legal entity.** The Parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Interlocal Cooperation Agreement.
 5. **Budgeting.** This Interlocal Cooperation Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for their respective obligations arising under this Interlocal Cooperation Agreement.
 6. **Property.** The Parties agree that each Party shall maintain separate ownership and control over its own real and personal property.
 7. **Termination.** This Interlocal Cooperation Agreement may also be terminated in advance of the automatic termination date by mutual written agreement of the Parties.
 8. **Administration of agreement.** Pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, the Parties agree that the North Salt Lake City Engineer shall act as the Project Manger responsible for the administration of this Interlocal Cooperation Agreement. The Parties further agree that this Interlocal Cooperation Agreement does not anticipate nor provide for any organizational changes in the Parties.

9. Indemnification. Each of the Parties is a political subdivision of the State of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of such Party's negligent error or omission in connection with this Agreement. It is expressly agreed between the Parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act of Utah, Section 63G-7-101, et. seq., Utah Code Annotated, 1953 as amended. The Parties to this Agreement specifically claim the privileges, protections and immunities of the Governmental Immunity Act of Utah and limits of liability contained therein.

10. Filing of Agreement. A copy of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of the Cities, and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

11. Notices and Contacts. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

North Salt Lake City
c/o City Manager
10 East Center Street
North Salt Lake, UT 84054
801.335.8700

Woods Cross City
c/o City Manager
1555 S. 800 W.
Woods Cross, UT 84087
801.292.4421

12. Additional Provisions.

a. Titles and Captions. All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

b. Applicable Law. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

c. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

d. Time. Time is of the essence of this Agreement.

e. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other Party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

f. Rights and Remedies. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law. The rights and remedies of the

Parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

g. Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Interlocal Cooperation Agreement unenforceable.

h. Litigation. If any action, suit or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non prevailing Party.

i. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.

j. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

k. Amendments. This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be approved and executed in compliance with the requirements of the Interlocal Cooperation Act.

l. No Third Party Beneficiaries. This Agreement is not intended to benefit any party or person not named herein.

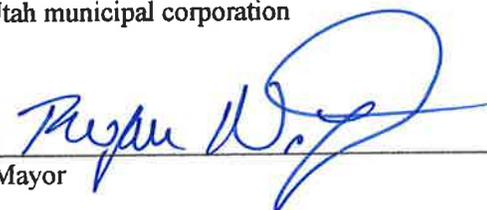
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first hereinabove written.

ATTEST:

WOODS CROSS CITY,
A Utah municipal corporation



City Recorder

By: 

Mayor

Approved as to form:



Woods Cross City Attorney
Date: 4/27/2023

[signature page for North Salt Lake City on next page]

CITY OF NORTH SALT LAKE,
A Utah municipal corporation

ATTEST:

City Recorder

By: _____
Mayor

Approved as to form:

North Salt Lake City Attorney
Date: _____

RESOLUTION 2023-812

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN WOODS CROSS CITY AND THE CITY OF NORTH SALT LAKE FOR A TRAFFIC SIGNAL.

WHEREAS, The Cities of Woods Cross (WX) and North Salt Lake (NSL) have expressed a desire to work cooperatively to install a traffic signal at 1100 North and 400 West to improve the safety and general welfare of the public; and

WHEREAS, based upon assurances from WX to the general terms and understanding of jointly sharing in the Project obligations, NSL applied for Project funding to Davis County under the 3rd quarter cent sales tax program; and

WHEREAS, the Davis County Council of Governments approved the funding application for the project with a local match requirement in which Davis County agreed to pay \$243,000 and each city is required to pay \$50,000 each for a total of \$343,000 which is the estimated cost of the Project; and

WHEREAS, the parties to this agreement now desire to put in writing the terms of the Agreement to fund the project.

NOW THEREFORE, be it resolved by the Woods Cross City Council that the Mayor is authorized to sign the attached agreement and that it become effective immediately upon passage of this resolution.

Adopted by the Woods Cross City Council this 2nd day of May 2023.

**WOODS CROSS CITY
A MUNICIPAL CORPORATION**

ATTEST:


ANNETTE HANSON, CITY RECORDER


RYAN WESTERGARD, MAYOR

Voting:

Julie Checketts	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Jessica Kelemen	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Wallace Larrabee	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Matt Terry	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gary Sharp	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Ryan Westergard	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

[tie vote only]



EXHIBIT A

**INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT**

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and the City of North Salt Lake, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement; and

B. WHEREAS, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects that are included in the area’s Regional Transportation Plan; and

C. WHEREAS, The Davis County Council of Governments (COG) is the council of governments with the authority to work with Davis County, the local legislative body, to prioritize and approve funding for such transportation projects; and

D. WHEREAS, the County, on or about May 23, 2022, requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2022 3rd Quarter transportation sales tax revenue to be used for qualifying transportation projects; and

E. WHEREAS, the City, on or about June 30, 2022, submitted a *Davis County 3rd Quarter Funding Application* (the “Application”) to the County for the 400 West 1100 North Traffic Signal (the “Project”), a copy of the Application is attached hereto as Exhibit A; Project Cost Estimate (the “Cost Estimate”) is attached hereto as Exhibit B and incorporated herein by this reference, and made a part of this Agreement; and

F. WHEREAS, The COG accordingly approved such request on October 19, 2022, and subsequently sent a recommendation to the Davis County Commission requesting approval, and such request was approved by the County Commission on November 29, 2022; and

G. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

H. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

2. The County’s Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application, incorporated herein by this reference, and made a part of this Agreement, not to exceed \$243,218.00, only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the non-breaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

c. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

6. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> City of North Salt Lake Attention: Ken Leetham 10 E Center St North Salt Lake, UT 84054	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this

Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement; Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or

validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. The signature page follows.]



Davis
COUNTY

3rd Qtr
Davis County Transportation Funding

Davis County 3rd Quarter Transportation Funding Application

Notes: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintainance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature: Ryan Westergard (Jun 30, 2022 12:43 MDT) Ken Leethaw
City of North Salt Lake Date: Jun 30, 2022

v 2022

APPLICATION INFORMATION

Project Sponsor: City of North Salt Lake/Woods Cross City

Contact Person: All Avery **Title:** Long Range Planner

Address: 10 East Center Street **ZIP:** 84054

Phone: 801-335-8729 **Mobile:**

Email: alia@nslcity.org

PROJECT INFORMATION

Project Title: 400 West/1100 North traffic signal

Project Location: Intersection of 400 West & 1100 North in North Salt Lake, Utah

(A location map with an aerial view must be attached)

Facility Length: 0.03 **Jurisdiction** State Owned **No** **Locally Owned** **Yes** **Multiple (List Other Agencies)**

Brief Project Description: 1100 North is a minor arterial that separates North Salt Lake and Woods Cross cities. It is the primary access road for residents of NSL/WX that live west of I-15, and it is also a primary access for the large industrial park in NSL. There have been many complaints regarding difficulty turning left onto 1100 North from WX residents at the intersection of 1100 North and 1425 West (400 West in NSL). Additionally, there is a difficult turning movements for semi-trucks turning right onto 1100 North from 400 West in NSL. The City's conducted a warrant study for this intersection and found that a signal light is needed at this location.

(Attach conceptual plans if available):

Have any public information or community meetings been held? No **Yes / No**

Describe public and private support for the project.

(Examples: petitions, written endorsements, resolutions, etc.):

The Mayors from both the City of North Salt Lake and Woods Cross City have signed on the letter of intent and application as being willing to provide a match for the project.

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Description

<u>Functional Classification - Link</u>	Minor Arterial	Is the Project on the RTP highway or Transit Network?	NA	<u>Regional Transportation Plan - Link</u>
Anticipated year of Project Construction	1 to 5 years	Time Period for Right-of-Way Acquisition		Less than 1 year
		<u>Existing</u>	<u>Projected</u>	
Roadway	<u>Average Daily Traffic - Link</u>	10932	11000	<u>Projected Traffic - Link</u>
Transit	<u>Transit Current Daily Ridership by Route</u>	0	0	<u>Opening Day - Anticipated Daily Ridership</u>
Provide Source of Ridership numbers			N/A	

Scope of Work (Attach conceptual plans if available):

During peak traffic, it is difficult to make left-hand turns onto 1100 N from 1425 W in WX. 1100 N is a minor arterial that provides access to the residential areas on the west side of I-15 in both NSL and WX and 400 W serves the industrial park in NSL. The project includes the installation of a traffic signal at the intersection of 1100 N & 400 W in NSL. Crosswalks are included on all four legs of the intersection. The curb radius at the SE corner of the intersection will be increased to improve functionality for semi-trucks making right turns on to 1100 N. The project will reduce delay for vehicles making left-hand turns & improve the safety of the intersection. North Salt Lake & Woods Cross are partnering on this, as it is in the best interest of both cities to make the improvements.

Summarize any special characteristics of the project:

(Provide Typical Section drawings and describe the typical section here.):

The intersection is a typical intersection with streets that are 45 and 50 feet in width in each direction. Crosswalks will be installed on all four legs of the intersection, where currently there are only two. The curb radius will be increased from 30 to 50 feet on the SE corner of the intersection.

How many Jurisdictions are Collaborating on this project? 2

Describe the nature of the Collaboration

Note: Collaborating is significantly more than a letter of support, and includes financial obligations to the project from each jurisdiction collaborating.

Although 1100 North is entirely within the jurisdiction of North Salt Lake, Woods Cross residents are heavily impacted by this intersection (1425 West in Woods Cross/400 West in North Salt Lake). Subsequently, Woods Cross and North Salt Lake are working together and splitting the local match to ensure the success of the project.

Describe any project work phases that are currently underway or have been completed.

The City of North Salt Lake conducted a warrant study (attached) for the project. Additionally, a traffic signal study regarding delay reduction and vehicle miles travel reduction was conducted by Gilson Engineering (attached). No further studies are needed in order to begin design and construction.

Describe existing right of way ownerships along the project

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The City of North Salt Lake owns and maintains both 400 West and 1100 North. 1100 North was previously a Davis County road. North Salt Lake took ownership of the road in the 1980s or 1990s. 400 West was dedicated as a City street with the North Salt Lake Industrial Park subdivisions in the 1970s.

Is right-of-way acquisition proposed as part of the larger project? (if Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Yes Yes/ No/ NA

A small amount of right-of-way will need to be acquired as part of this project to increase the curve radius at the southeast corner of the intersection from 30 to 50 feet to accommodate semi-trucks. The property is currently privately owned, but the expansion will not impact any parking facilities or buildings on the site. The City of North Salt Lake will be retaining ownership of the right-of-way.

Efforts to Preserve the Corridor

((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

75 to 100 %

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Details

Access to Opportunities

Link for "Access to Opportunities" - Reference Interactive Map

For the following 2 questions, please identify the dominant color at or along your project on the Interactive Map.

What is the Color for the Employment Intensity?

Yellow

What is the Color for the Residential Intensity?

Clear

If Intensity or destination is planned, applicant must provide documentation e.g., zoning, developer agreement(s).

To which of the Following Does the Project Improve Access. (Select All that Apply) Some have been Identified on the map	Community Center	No	Vulnerable Community	No	Elementary School	No	Library/ City Center	No
	Grocery Store	Yes	Trails/ Parks	Yes	Junior High School	Yes	Other Retail	Yes
	Core Transit Station	No	Higher Education	No	High School	Yes	Other Services	Yes

To what extent does the project fill a gap or complete a connection?

The installation of a traffic signal at the intersection will allow for more efficiency and reductions in traffic delay so that residents and workers can more quickly and safely access the destinations identified above. The turning movements will be safer through the intersection and traffic will move more efficiently.

Which of the listed Safety Improvements will be Included with this project	Sidewalks/ Path	No	Shoulders/ Curb & Gutter	Yes	Lighting/ Visibility	Yes
	Bike Lanes	No	Adequate Turn Lanes	Yes	Access Control	No
	Intersection Geometry	Yes	Removal of Roadway Obstructions	No	ADA/ Crosswalk	Yes
	Signals/ Signs	Yes	Center Lane or Raised Median	No	Other ..	<input type="text"/>

Discuss the safety improvements that are included in this project.

With the installation of a traffic signal at the intersection, the curve radius at the SE corner of the intersection will be expanded from 30 to 50 feet to allow for more efficient semi-truck movement. Additionally, crosswalks will be installed on all four legs of the intersection and street lights will be included.

Estimated delay reduction (Vehicle Hours) (Provide documentation)	17%	<u>Project Safety Index from UDOT Traffic and Safety Data (2015-2017)</u>	3	<u>Recreational Opportunities Associated with Project - Link</u>	How many access management improvements are included? (Provide documentation)	0	
Estimated reduction in vehicle miles traveled. (Provide documentation)	35%	Total number of crashes on this facility or parallel roadway during the three years	50	How many signal phasing, timing, and other improvements are included (Provide documentation)	0	Number of Intelligent Transportation System (ITS) elements included (Provide documentation)	0
Number of Intersection Improvements? (Provide documentation)	1	Other Project Benefits not yet listed?					

Project Implementation Information

<u>Project phases included in funding request:</u>		<u>Project Cost and Contributions:</u>		
<input type="checkbox"/> No	Planning Activities	\$	343,217.50	Total Estimated Project Cost
<input type="checkbox"/> No	Project Development & Environment Study	\$	243,217.50	Davis County 3rd Quarter Funding Request
<input type="checkbox"/> No	Preliminary Engineering/ Final Design Plans	\$	100,000.00	Local Funds
<input checked="" type="checkbox"/> Yes	Construction			In-Kind Donations (Dollar Value)
<input type="checkbox"/> No	Construction Engineering & Inspection			Other Funding Contributions

Eligible Match

**** NOTE **** A minimum of 20% match is required

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Cost Summary

Below, provide a summary of the estimated cost for the work being proposed.

(A Separate Detailed Project Cost Estimate Must be Attached to this Application.)

<u>Planning Activities</u>	\$	-	(enter estimate)
<u>Project Development & Environment Study</u>	\$	-	(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>	\$	-	(enter estimate)
<u>Right of Way</u>	\$	12,600.00	(enter estimate)
<u>Construction</u>	\$	270,600.00	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$	5,250.00	(enter estimate)
<u>Mobilization</u>	\$	10,000.00	(enter estimate)
<u>Subtotal</u>	\$	298,450.00	
<u>Contingency (15 % of Subtotal)</u>	\$	44,767.50	
<u>Utilities</u>	\$	-	(enter estimate)
<u>Miscellaneous</u>	\$	-	(enter estimate)
<u>Total Construction Cost</u>	\$	343,217.50	
<u>Construction Engineering & Inspection (CEI) (13% of Total)</u>			(enter estimate)
<u>Other (Describe)</u>	\$	-	(enter estimate)
<u>Total Project Cost</u>	\$	343,217.50	

Project Notes

Attachments: 1) Location Map 2) Cost Estimate 3) Warrant Study 4) Delay Reduction and Vehicle Miles Travel Reduction study

EXHIBIT B



North Salt Lake City - Engineering Department
 10 East Center Street, North Salt Lake, UT 84054
 Paul Ottoson, Engineer (801) 335-8723

Project Description:
Signal light at 1100 North & 400 West

Estimated by: PAO

Project #22-014

Checked by:

Date: June 28, 2022

Engineering Estimate

Item #	Item Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Materials cost from UDOT warehouse	1	LS	\$104,500.00	\$104,500.00
3	Labor costs for signal light work	1	LS	\$157,500.00	\$157,500.00
4	Traffic control	1	LS	\$5,250.00	\$5,250.00
5	Remove and replace curb & gutter	100	LF	\$63.00	\$6,300.00
6	Remove and replace asphalt	200	SF	\$7.35	\$1,470.00
7	Street striping	1	LS	\$840.00	\$840.00
8	Right-of-Way acquisition	600	SF	\$21.00	\$12,600.00
9					
10					
11					
12					
13					
14					
15					
	SUBTOTAL:				\$298,460.00
	CONTINGENCY:	15%			\$44,769.00
	TOTAL:				\$343,229.00
	ESTIMATE:				\$343,000.00

RESOLUTION NO. 2023-12R

**A RESOLUTION APPROVING AN INTERLOCAL
COOPERATION TRANSPORTATION PROJECT
REIMBURSEMENT AGREEMENT WITH DAVIS
COUNTY FOR THE PURPOSE OF CONSTRUCTING
SIGNALIZED INTERSECTION IMPROVEMENTS AT
400 WEST AND 1100 NORTH**

WHEREAS, the cities of North Salt Lake and Woods Cross determined that it is in the best interest of the citizens of the two cities to install lighted traffic control signalization at the intersection of 400 West and 1100 North; and

WHEREAS, the cities of North Salt Lake and Woods Cross have sought 3rd quarter cent transportation funds from Davis County in order to construct the project; and

WHEREAS, the Davis County Council of Governments (COG) has approved the request to provide funding for the subject improvements and Davis County has now proposed the attached agreement in order to effectuate the approved cost sharing request; and

WHEREAS, the Governing Body of the City of North Salt Lake finds that entering into this funding agreement serves the health, safety and general welfare of its citizens.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of North Salt Lake as follows:

Section 1. The City of North Salt Lake approves the attached agreement with Davis County for the purpose of funding the construction of signalized intersection improvements at 400 West and 1100 North.

Section 2. Effective Date. This resolution shall become effective only after approval and execution of a funding participation agreement between the City of North Salt Lake and Woods Cross City.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 7th day of March, 2023.



CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

WENDY PAGE

City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin	<u>aye</u>
Council Member Gordon	<u>aye</u>
Council Member Knowlton	<u>aye</u>
Council Member Porter	<u>aye</u>
Council Member Van Langeveld	<u>aye</u>



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: May 16, 2023
SUBJECT: Consideration of Resolution 2023-22R: A resolution amending the General Plan to include Chapter 11, Water Use and Preservation Element

RECOMMENDATION

The Planning Commission recommends to the City Council the approval of the proposed amendment to the General Plan, Chapter 11, Water Use & Preservation Element, with the following findings:

1. The state legislature has determined that cities must include a Water Use & Preservation Element in the General Plan prior to December 31, 2025; and
2. The proposed draft meets the requirements of the state code for the Water Use and Preservation Element.

BACKGROUND

In 2022 the Utah State Code, Section 10-9a-403 was amended to require that cities include in their General Plan a Water Use and Preservation Element. Last year, the City hired consulting firm Bowen Collins & Associates to update the City's Water Master Plan, Storm Drain Master Plan and Water Conservation Plan. That work has been completed and as part of the adoption of the updated plans, the City intends to utilize those studies in the update to the General Plan and include those documents by reference into the General Plan. The recommendations gleaned from those documents have been included in this General Plan update.

State Code Section 10-9a-403(2)(a)(iv) states that the General Plan, Water Use & Preservation element must address:

1. The effect of permitted development or patterns of development on water demand and water infrastructure;
2. Methods of reducing water demand and per capita consumption for future development;
3. Methods of reducing water demand and per capita consumption for existing development; and
4. Opportunities for the city to modify the city operations to eliminate practices or conditions that waste water

The state code requires that the Planning Commission hold a public hearing on all General Plan amendments, prior to forwarding a recommendation to the City Council. The Planning Commission

held a public hearing on May 9, 2023. Public comments were received in support of the amendment and water conservation efforts by the City.

REVIEW

The list below outlines the requirement of the statute for consideration by the Planning Commission in drafting the water element. Following each requirement in italics is a description of how the plan element achieves these requirements.

In drafting the water element, the Planning Commission:

- 1. Shall consider applicable regional water conservation goals recommended by the Division of Water Resources.** *The Water Master Plan specifically addresses the regional conservation goals established by the Weber Basin Water Conservancy District (WBWCD) and the city's intention to meet those goals as follows:*

**Table ES-1
Regional Conservation Goals**

Year	Weber River Regional Conservation Goal (gpcd)*	NSL Per Capita Water Use Goal (gpcd)*	NSL Percent Reduction Goal
2015	250	208.8	0%
2030	200	200.0	4%
2040	184	184.0	12%
2065	175	175.0	16%

- 2. Shall consider the city's water conservation plan.**

The conservation plan goals have been incorporated into the Element and include the following Conservation Public Awareness Practices:

- *Development of a Water Shortage and Drought Plan within the next year*
- *Assign or hire a staff member as a public outreach coordinator*
- *Update of the city website to include water conservation education materials*
- *Generate and distribute print materials regarding water wise landscaping*
- *Coordinate with WBWCD in hosting water conservation classes*
- *Develop water conservation social media campaign*
- *Become actively involved in Water Week and Earth Day forums*
- *Update the Water Conservation Plan at minimum every 5 years*

- 3. Shall include recommendation for water conservation policies to be determined by the City.**

Policies recommended include:

- *Participation in the Localscapes program and offer cash rewards for property owners that remove turf in favor of waterwise landscaping*
- *Participation in the Flip Your Strip program which re-imburses property owners for removal of turf in the park strip in favor of waterwise landscaping.*

- 4. Shall include recommendation for landscaping options within a public street for current and future development that do not require lawn in parkstrip.**

The plan recommends:

- *That turf be prohibited in park strips and that they only be planted with water conserving plants and does not utilize overhead spray irrigation*

5. Shall review & make recommendations to amend City's land use ordinances which promote inefficient use of water.

Ordinance recommendations:

- *Restrictions for residential developments to limit landscaped open space areas which use overhead spray irrigation to a maximum of 25% of the lot or 6,500 sq. ft., whichever is less.*
- *Areas less than 8 feet in width be prohibited for turf*
- *Commercial, industrial and institutional properties be limited to the use of turf to 5% of the total lot or 5,000 sq. ft., whichever is less.*
- *Mixed use or Multifamily projects be limited turf use of 10% of the lot or 5,000 sq. ft., whichever is less*

6. Shall consider principles of sustainable landscaping, including:

- **Reduction or limitation of lawn or turf.** *See above.*
- **Promotion of site specific landscape design that decreases stormwater runoff or runoff of irrigation water.** *Review, update, and utilization of Low Impact Development practices outlined in the Land Use Code for new or redevelopment sites.*
- **Preservation and use of healthy trees that have a reasonable water requirement or are resistant to dry soil conditions.** *Review and update tree ordinances to preserve and require the use of low water use trees that are drought tolerant.*
- **Elimination or regulation of ponds, pools, and other features that promote unnecessary water evaporation.** *Consider ordinances that limit the construction of private ponds and require preventative measures for new pools, such as pool covers, that reduce evaporation.*
- **Reduction of yard waste.** *The measures recommended for water efficient landscape as outlined above will have the effect of reduced yard waste produced by high water use plantings.*
- **Use of an irrigation system, including drip irrigation, best adapted to provide the optimal amount of water to the plants being irrigated.** *Review and update irrigation design standards requiring the use of smart irrigation controllers, drip emitters, bubblers, and other new technologies as developed.*

7. Shall consult with the public water systems or systems serving the City with drinking water regarding how implementation of the land use element and water use and preservation element may affect:

- **Water supply planning, including water source and storage capacity consistent with state code 19-4-114.** *The Water Master Plan evaluates the current and future land uses identified in the General Plan Land Use Element and population forecasts to determine the future water demands and made recommendations for system improvements and conservation practices (outlined in the above noted recommendations) to ensure that the city could meet future demand for water resources and meet the WBWCD water conservation goals.*

- **Water distribution planning, including master plans, infrastructure asset management programs and plans, infrastructure replacement plans, and impact fee facilities plans.** *Improvements to the physical system include recommendations to conduct an AWWA Water Audit Program to quantify system water loss by 2025 to identify and eliminate sources of water waste or loss.*

8. May include recommendations for additional water demand reduction strategies, including:

- **Creating a water budget associated with a particular type of development;** *Transition to Automatic Metering Infrastructure by 2025 so that property owners can view real time water consumption on their property.*
- **Adopting new or modified lot size, configuration, and landscape standards that will reduce water demand for new single family development.** *Landscaping standards as outlined above.*
- **Providing one or more water reduction incentives for existing development such as modifying existing landscapes and irrigation systems and installation of water fixtures or systems that minimize water demand.** *Incentive programs, as outlined above.*
- **Discouraging incentives for economic development activities that do not adequately account for water use or do not include strategies for water demand.** *Not considered at this time.*
- **Adopting water concurrency standards requiring that adequate water supplies and facilities are or will be in place for new development.** *The Water Master Plan addresses future needs to develop water supplies as needed.*

9. Shall include a recommendation for low water use landscaping standards for a new:

- **Commercial, industrial, or institutional development.** *Outlined above.*
- **Common interest community as defined in 57-25-102.** *Regulations for landscaped areas held in common are detailed above for residential developments.*
- **Multi-family housing project.** *Outlined above.*

POSSIBLE MOTION

I move that the City Council approve Resolution 2023-22R: A resolution amending the General Plan to include Chapter 11, Water Use and Preservation Element with the following findings:

1. The state legislature has determined that cities must include a Water Use & Preservation Element in the General Plan prior to December 31, 2025; and
2. The proposed draft meets the requirements of the state code for the Water Use and Preservation Element.

Attachments

- 1) Resolution 2023-22R
- 2) Proposed Water Use & Preservation Element

RESOLUTION NO. 2023-22R

**A RESOLUTION ADOPTING CERTAIN AMENDMENTS
TO THE CITY OF NORTH SALT LAKE GENERAL PLAN
RELATED TO THE WATER USE & PRESERVATION ELEMENT**

WHEREAS, the City Council of North Salt Lake, in accordance with Utah State Statute 10-9a-403, the City is required to adopt a Water Use & Preservation Element as part of the General Plan prior to December 31, 2025; and

WHEREAS, the State of Utah Statute 10-9a-403 requires that the Water Use & Preservation Element address the following:

1. The effect of permitted development or patterns of development on water demand and water infrastructure;
2. Methods of reducing water demand and per capita consumption for future development;
3. Methods of reducing water demand and per capita consumption for existing development; and
4. Opportunities for the city to modify the city operations to eliminate practices or conditions that waste water.

WHEREAS, the City recently completed updates to the City’s Water Master Plan, Stormwater Master Plan, and Water Conservation Plan, which have provided analysis of the City’s water and storm water systems and make certain recommendations that address the stated requirements for the General Plan Water Use & Preservation Element; and

WHEREAS, the Planning Commission conducted a public hearing on the proposed updates to the plan on May 9, 2023 and made a favorable recommendation to the City Council; and

WHEREAS, the City Council finds that it is in the public interest to implement water conservation policies by amending its General Plan to include the Water Use & Preservation Element.

NOW THEREFORE, BE IT RESOLVED that the Governing Body of the City of North Salt Lake hereby amends the City’s General Plan to include the Water Use & Preservation Element as attached:

Exhibit “A” – Chapter 11, Water Use & Preservation

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 16th day of May, 2023.

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	_____



11 Water Use & Preservation

Conserving Water

The purpose of the Water Use & Preservation Element is to help the City of North Salt Lake achieve the following goals:

- *Determine the effect of permitted development or patterns of development on water demand and water infrastructure.*
- *Identify methods of reducing water demand and per capita consumption for future development.*
- *Identify methods of reducing water demand and per capita consumption for existing development.*
- *Identify opportunities for the City to modify the city operations to eliminate practices or conditions that waste water.*

Introduction

The Water Use & Implementation Chapter delineates the goals, policies, and strategies designed to improve water conservation in the City, and serves as the policy foundation for the City's project review process and as a guidance document for all water conservation related planning efforts. It is meant as a reference for decision-makers, planners, engineers, architects, builders and the general public.



Water availability is a critical component of planning for growth and development in the City of North Salt Lake. In conjunction with the adoption of this Water Use & Preservation Element to the General Plan, the City will also adopt the following updated plans:

1. The North Salt Lake Water Master Plan, which includes the following three elements and purposes:
 - Supply and Demand Master Plan-An examination of water demands expected in the City and the existing and future supplies available to meet those demands.
 - Conveyance and Storage Master Plan-An evaluation of the City's existing conveyance and distribution system and its availability to deliver water when and where it is needed.
 - Implementation and Capital Facilities Plan-A plan for completing the necessary improvements identified in the supply and conveyance master plans.
2. The North Salt Lake Storm Drain Master Plan, which provides recommendations for system improvements to address existing and projected future hydraulic/capacity deficiencies based upon projected land use data from the General Plan.
3. The North Salt Lake Water Conservation Plan, which includes recommendations for the following:
 - Using existing water supplies more efficiently
 - Maximization of existing water conveyance, treatment, and distribution facilities
 - Delaying or deferring the expense of construction or capital improvement projects
 - Reducing the need for additional water supplies

A major objective of this chapter is to enlighten and educate community leaders, citizens and developers on the importance and needs of water conservation efforts that benefit North Salt Lake City.



Background

The Utah State Legislature amended the Utah Land Use Development and Management Act (LUDMA) in 2022 to require cities to include a Water Use & Preservation Element in their General Plan by December 31, 2025. In addition Utah State Code Section 73-10-32 requires the adoption of a water conservation plan. The City will adopt a new Water Conservation Plan and regulations based on water conservation goals identified in the Water Master Plan.

CURRENT CONDITIONS

North Salt Lake has made progress with some conservation programs to reduce water usage, as outlined below.

Conservation Public Awareness Practices

Water Meters – All residential, industrial, and institutional connections to the City’s water system are metered. The City also meters water that is used in public areas such as parks and streetscapes.

Education & Training Practices

Educational Graphic – North Salt Lake features a graphic on its website that recommends five ways to save water.

Rebates, Incentives & Rewards

North Salt Lake participates in some of the rebate programs offered by WBWCD. See New Conservation Practices.



Ordinances & Standards

North Salt Lake has adopted regulations intended to encourage water conservation that have been adopted into the City Code:

- *Section 8-1-5: Scarcity of Water* - In time of scarcity of water, whenever it shall in the judgment of the mayor and the governing body be necessary, the mayor shall by proclamation limit the use of water to such extent as may be necessary.
- *Section 8-1-6: Waste of Water* - Users of water from the city water system shall not permit water to continue to run wastefully and without due efforts to conserve water. Additionally Watering outside with city water is prohibited between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M. Use of sprinkling systems from October 15 through April 15 is prohibited.
- *Section 10-24-7 Landscape Design* - Reasonable effort shall be made to conserve water by utilizing alternative means for maintaining a suitable landscape environment. Low water use and water conservation concepts may be incorporated into the landscape design of each development without compromising the intent to establish significant visual amenities through landscaping.

Water Pricing

Increasing Water Block Schedule – North Salt Lake adopted a water rate structure that incentivizes conservation through block pricing; that is, customers who use less water pay a lower rate than customers who overuse water.

Improvements to Physical System:

- *WeatherTRAK Smart Irrigation System* – For all City-owned properties, North Salt Lake invested in a smart irrigation system that uses precise weather data to maintain the City's grass and landscape health with the least amount of water possible.



- *Line Replacement Program* – The City has a water fund budget for pipeline replacement (beyond capital facility or expansion projects). Funds reserved for this purpose will be used to replace old and failing water lines in the North Salt Lake water system. In addition to maintaining the system in good working order, it is hoped that this effort will reduce the number and severity of water leaks in the system.
- *Pipeline Corrosion Protection* – North Salt Lake requires the installation of corrosion protection on all ductile iron pipes in corrosive soil or the use of PVC pipe. In addition to extending the life of the pipelines, this measure is designed to minimize system losses by reducing leaks in pipelines.

MASTER PLANS

The North Salt Lake Water Master Plan, Storm Drain Master Plan and Water Conservation Plan are hereby incorporated into the General Plan by reference and include the following recommendations.

New Conservation Practices Planned for Implementation

There are several new conservation practices that the City has either recently started to implement or will implement in the next five years. The following sections describe each conservation practice and Table 8 summarizes the implementation schedule, estimated costs, and measurement of progress for each practice.

Conservation Public Awareness Practices

- *Water Shortage & Drought Plan* – Complete a detailed water shortage and drought plan within the next year. This plan will include specific drought stages along with triggers and responses for each. This will help direct the City and its residents conserve water during critical drought seasons.



- *Water Conservation Staff Member* – Assign or hire a City staff member to act as a Water Education and Public Outreach Coordinator that provides public/stakeholder education and engagement on water conservation. The coordinator will focus on public outreach and conservation initiatives on a monthly basis. The duties of the water conservation staff include developing and presenting conservation education material. Examples of conservation practices they can implement are below:
 - *Water Conservation Web Site* – On the City’s website, provide links to an educational website that provides information on droughts, water wise landscapes, incentives and rebates, links to other water conservation related sites, and conservation tips for both indoor and outdoor water use. Include educational website links in utility billing.
 - *Water Conservation Materials* – In addition to the website, generate and distribute a variety of print and visual materials, including, for instance, informational pamphlets about waterwise landscaping and door hangers to inform customers about landscape ordinances and water conservation practices, and yard signs for residents to show their neighbors their commitment to waterwise practices.
 - *Water Conservation Classes* – Water conservation classes can be offered virtually. Topics to be discussed at the classes could include low-water use landscape design, irrigation systems, varieties of turf, low-water use plants, and native plants. This program could be conducted in coordination with WBWCD classes or other virtual classes hosted by other agencies (e.g. Jordan Valley Water Conservancy District). Plan to review and update conservation class materials used previously and hold a class session twice per year for the next five years.
 - *Social Media Campaigns* – Conservation staff works with communications Department on year-round social media campaigns designed to educate the public on water conservation and water use practices.



- *Direct Customer Outreach* – Directly reach out to high use customers to educate and inform customers about water saving options available.
- *Other Conservation Programs and Forums* – Become actively involved with building awareness around Water Week and Earth Day.
- *Water Conservation Plan* – Update the Water Conservation Plan every five years and adopt it by Ordinance.

Education & Training Practices

Public Education Efforts. Public education efforts will potentially include:

- Increasing outreach to classrooms and expand resources for teachers through our website.
- Offering community education classes (see water conservation staff member).
- Creating a conservation calendar with social media outreach.
- Water Conservation Open House
- Educate consumers about WBWCD resources including free audits.
- Educate consumers regarding the city’s partnership with the EPA’s WaterSense program and encourage residents, businesses and contractors to choose products labeled with the WaterSense certification.

Rebates, Incentives & Rewards

Potential Rebates – The City has adopted revisions to its landscaping ordinances in order to qualify for the Locascapes and Flip Your Strip Rebate Program through WBWCD.

- *Locascapes* – Cash rewards and plan reviews will be given for landscaping projects that meet program requirements. Applicants must take a Locascapes class before submitting a plan for review. All projects must use a Locascapes design, sign an agreement form, and install their project within 12 months. Rewards will be based on project size



and estimated water savings. On average, the reward for a typical $\frac{1}{4}$ acre lot will be around \$2,000.

- *Flip Your Strip* - offer a rebate program to residents who replace the lawn in their park strip with a water-efficient design. Participating residents must meet all program requirements to be considered eligible for the rebate. Eligible participants can receive \$1.00 per square foot or \$1.25 per square foot if they attend a free park strip class.

Ordinances & Standards

Adopt Water Efficient Landscape Ordinance. During the next year, the City will adopt a water efficient landscape standard to encourage conservation. Some components of this standard will include:

- *Residential Developments:* The maximum amount of open space area consisting of plant material in mass requiring overhead spray irrigation shall not exceed 25% of the lot or 6,500 sq. ft., whichever is less.
- *Park Strips:* Park strips and other landscaped areas less than eight (8) feet wide may not be landscaped with sod/turf. Only water-conserving plants, which do not have a mass planting of any type of plant material which requires uniform overhead spray irrigation, may be used in a park strip
- *Commercial, Industrial, Institutional:*
 - Turf area shall not exceed 5% of the total lot or 5,000 sq. ft, whichever is less.
- *Mixed use and Multi-family:*
 - Turf area shall not exceed 10% of the lot or 5,000 sq. ft., except within bona fide recreation areas designated and approved by the Planning Commission during site plan approval.
- *Low Impact Development:* Review and update the land use ordinances for the reuse of stormwater runoff on



development sites and require new or redeveloped sites to incorporate stormwater reuse on site.

- Preservation and use of Healthy Trees: Review and update the city tree ordinance for the preservation and planting of trees which have low or reasonable water requirements and are resistant to dry soil conditions.
- Ponds and pools. Consider adoption of ordinances that limit the construction of private ponds and require measures on private pools that limit the amount of evaporation, such as pool covers.
- Water efficient landscape irrigation. Review and update ordinances related irrigation design standards that utilize drip emitters or bubblers, smart irrigation controls or other new water conservation technologies.

Water Pricing:

- *Monitor Current Water Rate Structure to Further Incentivize Conservation* – In 2022, North Salt Lake adopted a rate structure that aggressively encourages low water use. Prior to adopting the new rate structure, the City completed a rate structure and created tiers or blocks of rates that reward low water use and charge significantly higher rates for overuse. The City will annually monitor water usage and its rate structure and make adjustments as needed.
- *Maintain the Block Rate Structure* –The block rate structure includes four tiers with the highest tier charging more than double for water than water used in the lowest tier. Primary goals of the increasing block structure are to reduce peak system demands and reduce the waste of water on outdoor landscaping uses.

Improvements to Physical System

- *AWWA Water Audit Program* – Participate in the AWWA Water Audit Program. This program helps water suppliers quantify system water loss and associated revenue losses. The



City will participate in at least one additional water audit by 2025.

- *Conversion of Public Landscapes* – The City will begin converting some of its streetscapes to bark and/or low-water use trees and plants in 2022. Include drip irrigation for water-saving perennials, trees, and shrubs. The City will start with City Hall and identify areas that will have the most benefit.
- *Automatic Metering Infrastructure* – The City is currently transitioning their Automated Meter Reading (AMR) system to an Automatic Metering Infrastructure (AMI) that can provide real-time usage data. Completion of this project is assumed to be complete by 2025.



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
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council
From: Karyn Baxter, City Engineer
Date: May 16, 2023
Subject: Consideration of Resolution 2023-23R: A Resolution amending the adopted Comprehensive Fee Schedule by Updating the Storm Water Service Area Map and Adjusting Certain Fees for Excavation, Encroachment, and Site Grading Permits

RECOMMENDATION

Staff recommends approval of Resolution 2023-23R: A Resolution amending the adopted Comprehensive Fee Schedule by Updating the Storm Water Service Area Map and Adjusting Certain Fees for Excavation, Encroachment, and Site Grading Permits.

BACKGROUND

A map of the Storm Water Service Areas is included in the Comprehensive Fee Schedule. The map's primary purpose is to define the area known as Service Area 2, which has a different impact fee for new development. Because of the recent annexation of the Val Verde area, this map needs to be updated to reflect the current City Boundary. A copy of the map that is currently in use and the proposed map are provided as an attachment to this memo.

The fees for Street Excavation and Encroachment Permits, as well as Site Grading Permits, are also included in the adopted Comprehensive Fee Schedule. This calls out the fees charged to utility companies and contractors for work within the right-of-way based on type of work. These fees should cover the general cost of the work done by City staff in reviewing, inspecting, and ensuring adequate restoration is done by the private companies that work in our streets and right-of-way areas.

REVIEW

The intent is to increase fees to be more representative of the time spent by City staff on each excavation permit. The proposed amendment to the Excavation Permit fee schedule are as follows:

1. Increase total permit fee to \$250

The total amount of time spent by staff varies by type of permit, but typically includes:

- a. Initial review by Public Works: 30 min – 1 hr, which includes reviewing locations of existing utilities, verification of age of asphalt roads, and calculations of quantities for types of work
 - b. Initial review by Engineering: 30 min – 1 hr:, which includes reviewing traffic control plans, locations of right-of-way and public utility easements, review of proposed work, and compliance with City Standards and Specifications
 - c. Resolution of conflicts: Varies, needed for plans with locations that conflict with existing utilities and/or are not in compliance with City Standards. Projects vary, but many larger utility projects require 10-20 hours of staff time in review, redlines, and meetings
 - d. Field Observations: 1 hr - up, varies by type of work and number of trips required. Concrete replacement typically requires at least two site visits, but gas lines, buried power lines, vault installations, etc may be similar to a City construction project, including public information postings and weekly construction meetings for the largest projects
 - e. Restoration: 1 hr – up, varies by scope of project, but many utility subcontractors do not do an adequate restoration on private property. These property owners contact the City, with about a quarter of the projects requiring multiple field visits and coordination by City staff
2. Provide minimum inspection fees for items with per linear foot or per square foot fees

The existing fee schedule would charge a fee for many items by linear foot or square foot, with no minimum. If only 10 feet of curb and gutter is to be replaced, this still requires at least two site visits to verify preparation for the concrete in advance, patching of the asphalt if required, and restoration of the area behind the curb. For this example, staff would spend around 3.5 hours, and the total permit fee would have been \$60.

3. Addition of a fee for restoration of chip seals or bonded matrix overlays

Currently there is no line item for restoration of chip seals or bonded matrix overlays.

4. Addition of a fee for drive approach inspections

Currently there is no line item for drive approaches, only sidewalk and curb & gutter.

POSSIBLE MOTION

I move that the City Council approve Resolution 2023-23R, amending the Comprehensive Fee Schedule as presented.

Attachments

- 1) Resolution 2023-23R
- 2) Comprehensive Fee Schedule, Page 6 -Redline
- 3) Comprehensive Fee Schedule, Page 11 – Revised with updated map
- 4) Storm Water Service Area Map comparison, current & proposed

RESOLUTION NO. 2023-23R

A RESOLUTION AMENDING THE CITY'S COMPREHENSIVE FEE SCHEDULE BY UPDATING THE STORM WATER SERVICE AREA MAP AND ADJUSTING CERTAIN FEES FOR EXCAVATION, ENCROACHMENT, AND SITE GRADING PERMITS

WHEREAS, the City of North Salt Lake has previously adopted a Storm Water Service Area map included in the Comprehensive Fee Schedule; and

WHEREAS, the boundary of the City of North Salt Lake has changed; and

WHEREAS, the City of North Salt Lake has previously adopted fee amounts for Excavation and Site Grading permits; and

WHEREAS, the City Engineer has recommended certain changes in fees for Excavation and Encroachment permits; and

WHEREAS, the City Council finds that the proposed Storm Water Service Area map and the revised fees for Excavation, Encroachment, and Site Grading permits support the overall health, safety and welfare of the citizens of North Salt Lake.

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

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

Section 2. **REVISED MAP APPROVED.** The revised map attached to this resolution shown as Exhibit B is hereby approved.

Section 3. **EFFECTIVE DATE.** This resolution shall take effect May 16, 2023.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 16th day of May, 2023.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS
Mayor

ATTEST:

WENDY PAGE
City Recorder

City Council Vote as Recorded:

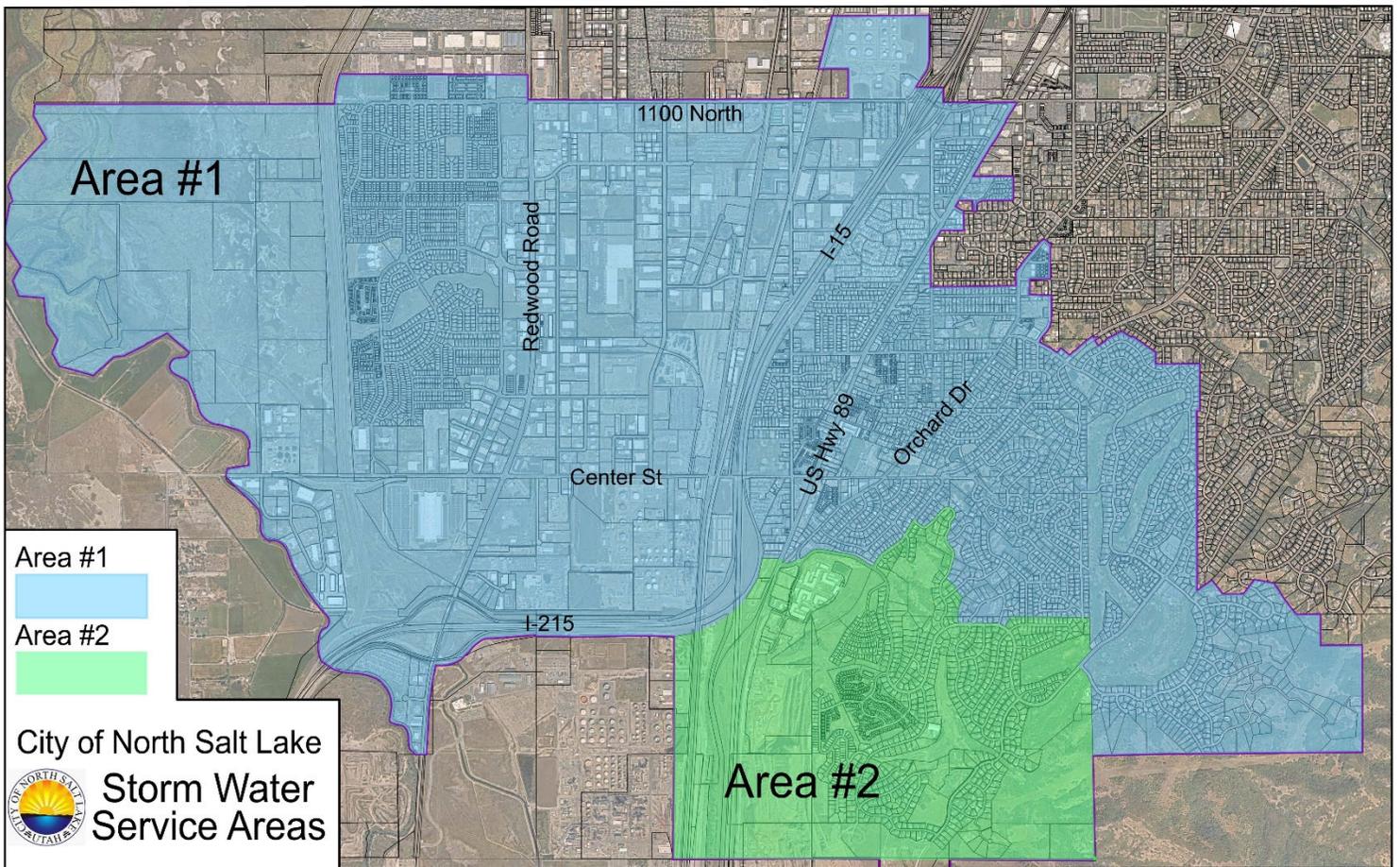
Council Member Watts Baskin _____
Council Member Gordon _____
Council Member Knowlton _____
Council Member Porter _____
Council Member Van Langeveld _____

3.1 Excavation, <u>Encroachment</u> & Site Grading	
Application Fee	\$50250
Additional Fees Below	
Boring Pit or Pothole	\$50 each
Road Cut/Excavation	\$0.25/sq. ft.
1. Road 3 years or less, minimum charge (new construction only, no cut period applies to all utility companies)	\$500
2. Road 4-7 years, minimum charge	\$300
3. Road age 8 years or older, minimum	\$150
Sealing/asphalt preservation of surface restoration	\$0.50 \$1.00 / sq. ft.
<u>Chip Seal or Bonded Matrix Overlay restoration</u>	<u>\$2.50/sq. ft.</u>
Bond of Indemnity (3 year warranty)	Paved areas \$5,000 Unpaved areas \$2,000
Cash Completion Bond (Driveway Approach Only) <i>Refundable upon completion & Inspection</i>	\$500
Curb & Gutter Remove and Replace	\$1/linear foot (<u>\$50 minimum</u>)
Waterway Remove and Replace	\$1/linear foot (<u>\$50 minimum</u>)
Sidewalk Remove and Replace	\$1/linear foot (<u>\$50 minimum</u>)
<u>Drive Approach Remove and Replace</u>	<u>\$75</u>
Curb & Gutter Sawcut Only	\$0.50/linear foot <u>\$50 (up to 30 LF)</u> \$500 cash completion bond
Sidewalk Replacement Only	\$0.50/linear foot (<u>\$50 minimum</u>) \$500 cash completion bond
Grading Permit	Plus \$100/acre or portion thereof

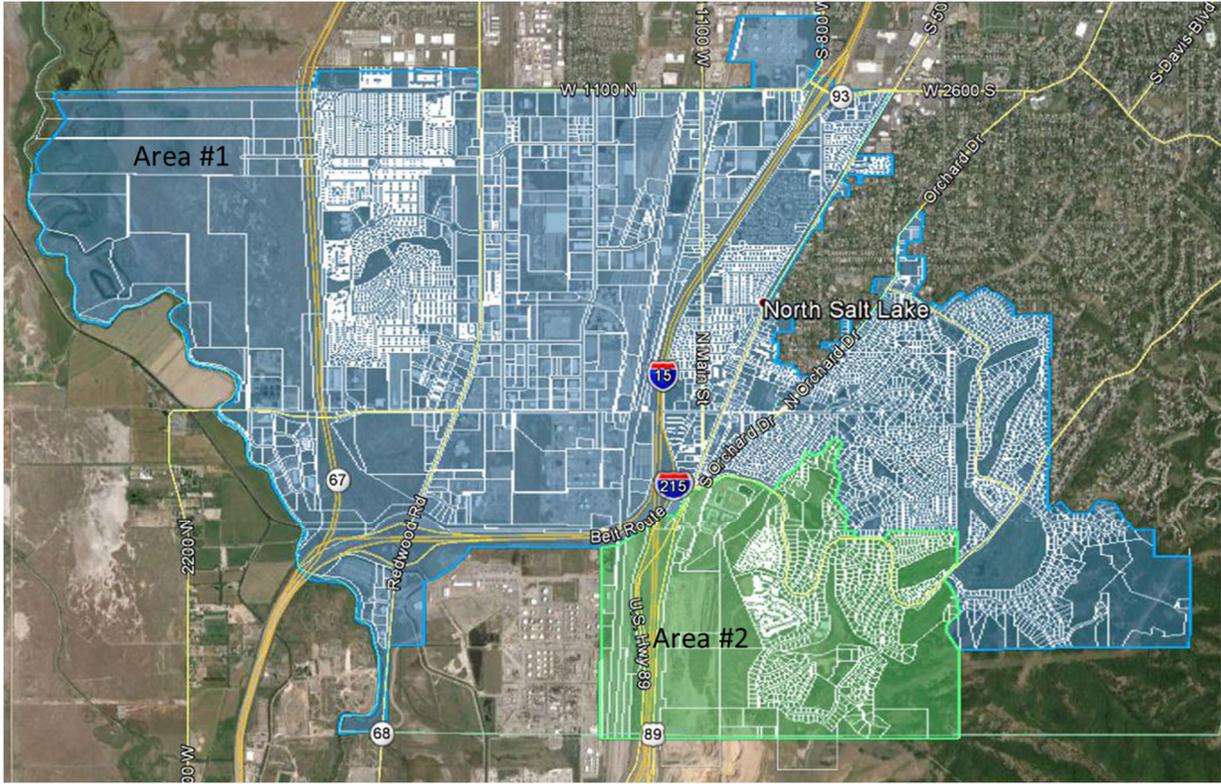
5.4 Storm Water

Development (Impact) Fee (New Construction)		Residential		Commercial, Industrial, Other
Service Area #1	Service Area #2	Developer Paid	Paid with Bldg. Permit	Paid with Bldg. Permit
\$0.12/sq. ft. impervious surface	\$0.70/sq. ft. impervious surface	50%	50%	100%

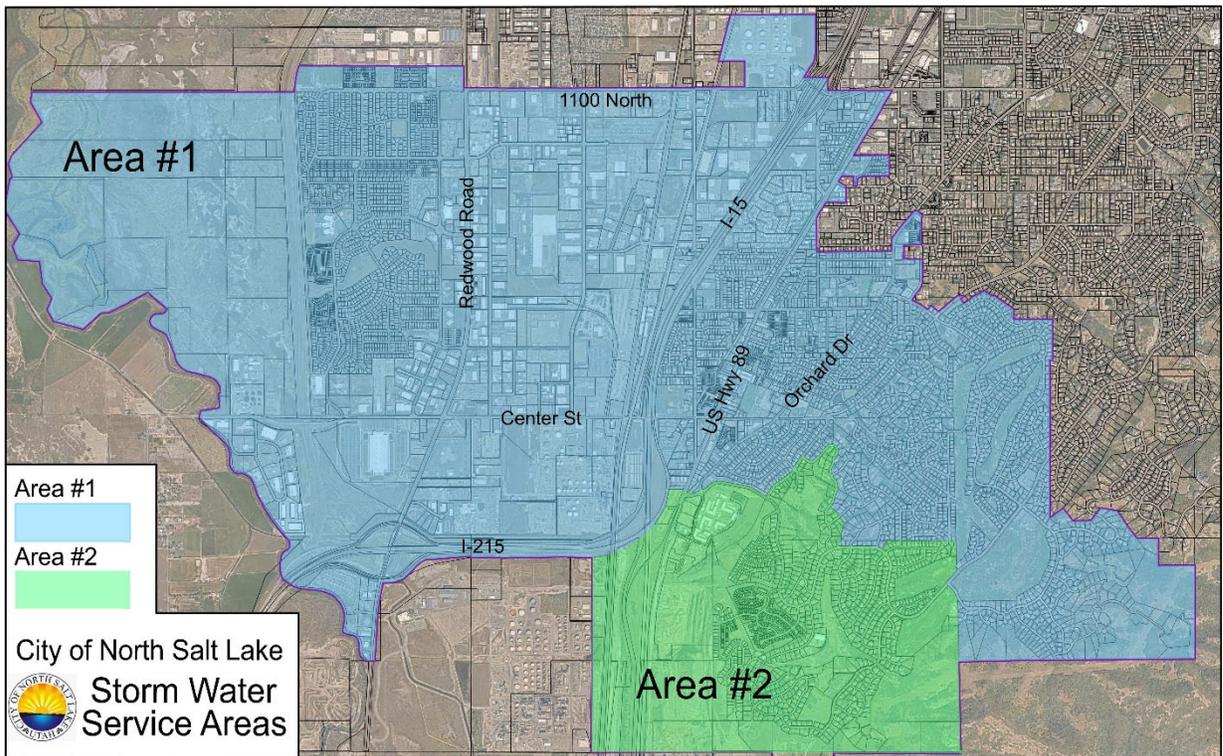
- *Service Area #1 includes all City areas traditionally served until August 2007; Service Area #2 was created in August 2007 to delineate the additional requirements and costs relating to areas south of Eagleridge Drive, including the Eaglepointe, Scenic Hills, and other subdivision areas lying south to the City and County boundary line (Reference & Map: August 2007 Impact Fee Study & Analysis, LYRB, Inc).*
- *All development fees shall be due at the time of building permit, with the exception of landscaping connection for those areas designated as common space.*



Current map (without Annexation Area):



Proposed map (added Annexation Area):





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
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council
From: Karyn Baxter, City Engineer
Date: May 16, 2023
Subject: Consideration of Approval to Cut a Road Less Than 5 Years Old by Rocky Mountain Power, Eaglewood Loop and Rockwood Drive

RECOMMENDATION

Staff recommends approval to cut a road less than 5 years old by Rocky Mountain Power for Eaglewood Loop and Rockwood Drive.

BACKGROUND

The northern section of Eaglewood Loop was paved in 2021. Rocky Mountain Power must enlarge the service capacity of the existing system in order to provide power to the new Eaglewood Cove Phase 13 subdivision, as well as the new pump station located at the 5480 water tanks and other culinary and secondary water infrastructure including PRV stations and a new chlorination building.

The existing power boxes are located on the western side of Eaglewood Loop, requiring a crossing be made at two locations. An additional crossing must be done at the top of Rockwood Drive, as the power will be run along the northern side of Tanglewood Loop (south). These crossings will be done by boring, but this still requires potholing of the existing road to locate underground utilities before the bore can safely be made for the new power lines. These bores qualify as a "cut" in the new road.

REVIEW

Rocky Mountain Power has verified that there is no alternative route to bring power to this area that would not require crossing the new roads. The location is complicated by the fact that the area adjacent to this is located in Bountiful City, served by Bountiful Power. This limits the number of possible connection locations from which to run the upgraded power service.

Ordinance 2022-06 was adopted by City Council in September 2022, with the following provision for new streets for five (5) years:

Exceptions to the restrictions ... shall be limited to street excavations required for the development of an approved building lot, or may be granted by City Council for new development which has a favorable recommendation by the City Engineer.

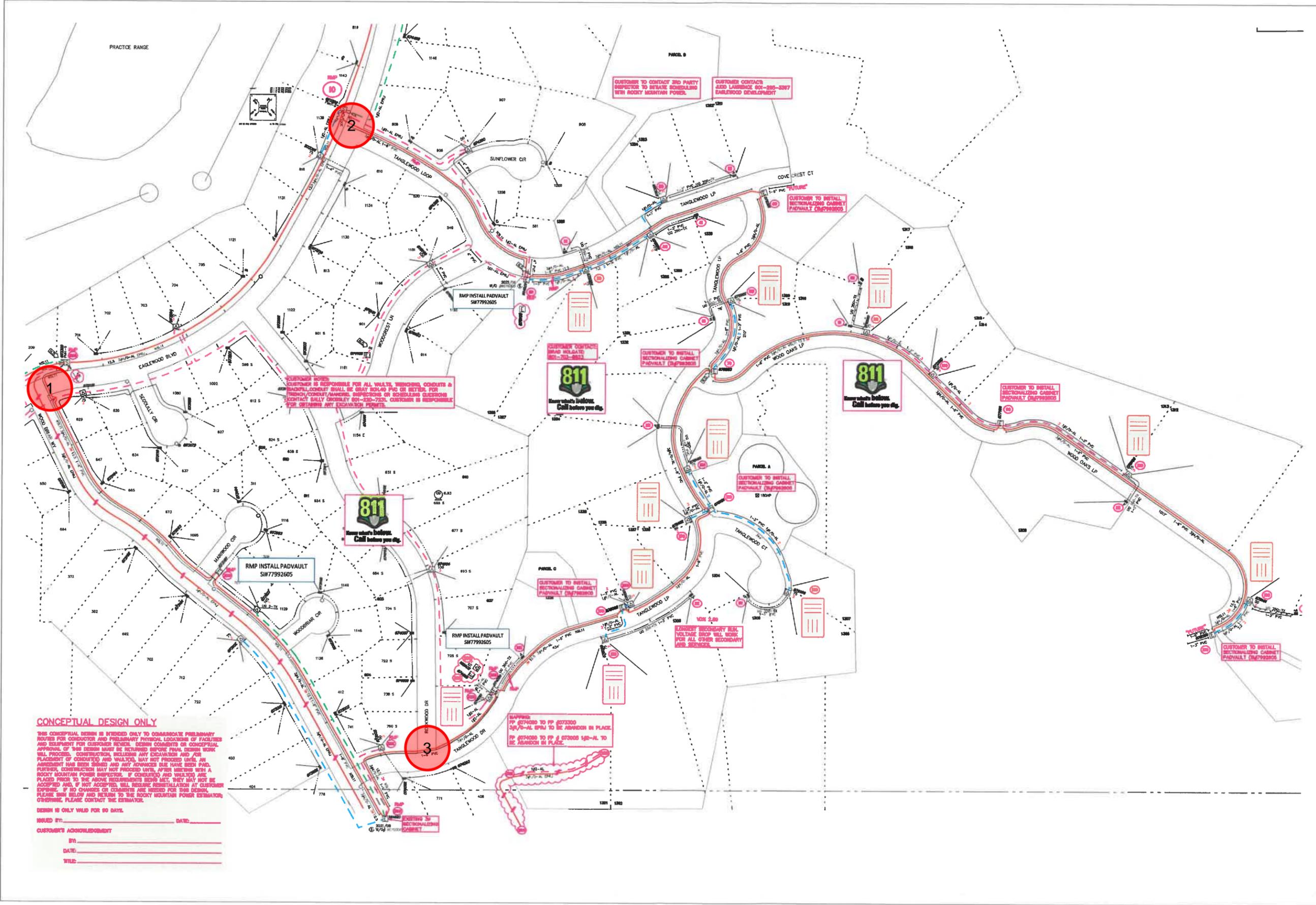
All cuts or excavations within the newly paved areas will be restored in accordance with the patching requirements for new roads less than 5 years as adopted into the City Standards.

POSSIBLE MOTION

I move that the City Council approve Rocky Mountain Power to cut the following roads which are less than five years old: Eaglewood Loop in two places and Rockwood Drive.

Attachments

- 1) Map of crossing locations
- 2) Detail from Public Works Standards Manual for asphalt patching requirements in new roads less than five years



CONCEPTUAL DESIGN ONLY
 THIS CONCEPTUAL DESIGN IS INTENDED ONLY TO COMMUNICATE PRELIMINARY ROUTES FOR CONDUCTOR AND PRELIMINARY PHYSICAL LOCATIONS OF FACILITIES AND EQUIPMENT FOR CUSTOMER REVIEW. DESIGN COMMENTS OR CONCEPTUAL APPROVAL OF THIS DESIGN MUST BE RECEIVED BEFORE FINAL DESIGN WORK BEGINS. CONSTRUCTION, INCLUDING ANY EXCAVATION AND FOR PLACEMENT OF CONDUITS AND VAULTS, MAY NOT PROCEED UNTIL AN AGREEMENT HAS BEEN SIGNED AND ANY CONDUITS ARE HUNG WITH P.O.D. FURTHER, CONSTRUCTION MAY NOT PROCEED UNTIL AFTER REVIEW WITH A ROCKY MOUNTAIN POWER INSPECTOR. IF CONDUITS AND VAULTS ARE PLACED PRIOR TO THE ABOVE REQUIREMENTS BEING MET, THEY MAY NOT BE ACCEPTED AND, IF NOT ACCEPTED, WILL REQUIRE REINSTALLATION AT CUSTOMER EXPENSE. IF NO CHANGES OR COMMENTS ARE NEEDED FOR THIS DESIGN, PLEASE SIGN BELOW AND RETURN TO THE ROCKY MOUNTAIN POWER ESTIMATOR. OTHERWISE, PLEASE CONTACT THE ESTIMATOR.
 DESIGN IS ONLY VALID FOR 90 DAYS.
 DRAWN BY: _____ DATE: _____
 CUSTOMER'S ACKNOWLEDGMENT
 BY: _____
 DATE: _____
 TITLE: _____

PACIFICORP
 A BERKSHIRE HATHAWAY ENERGY COMPANY

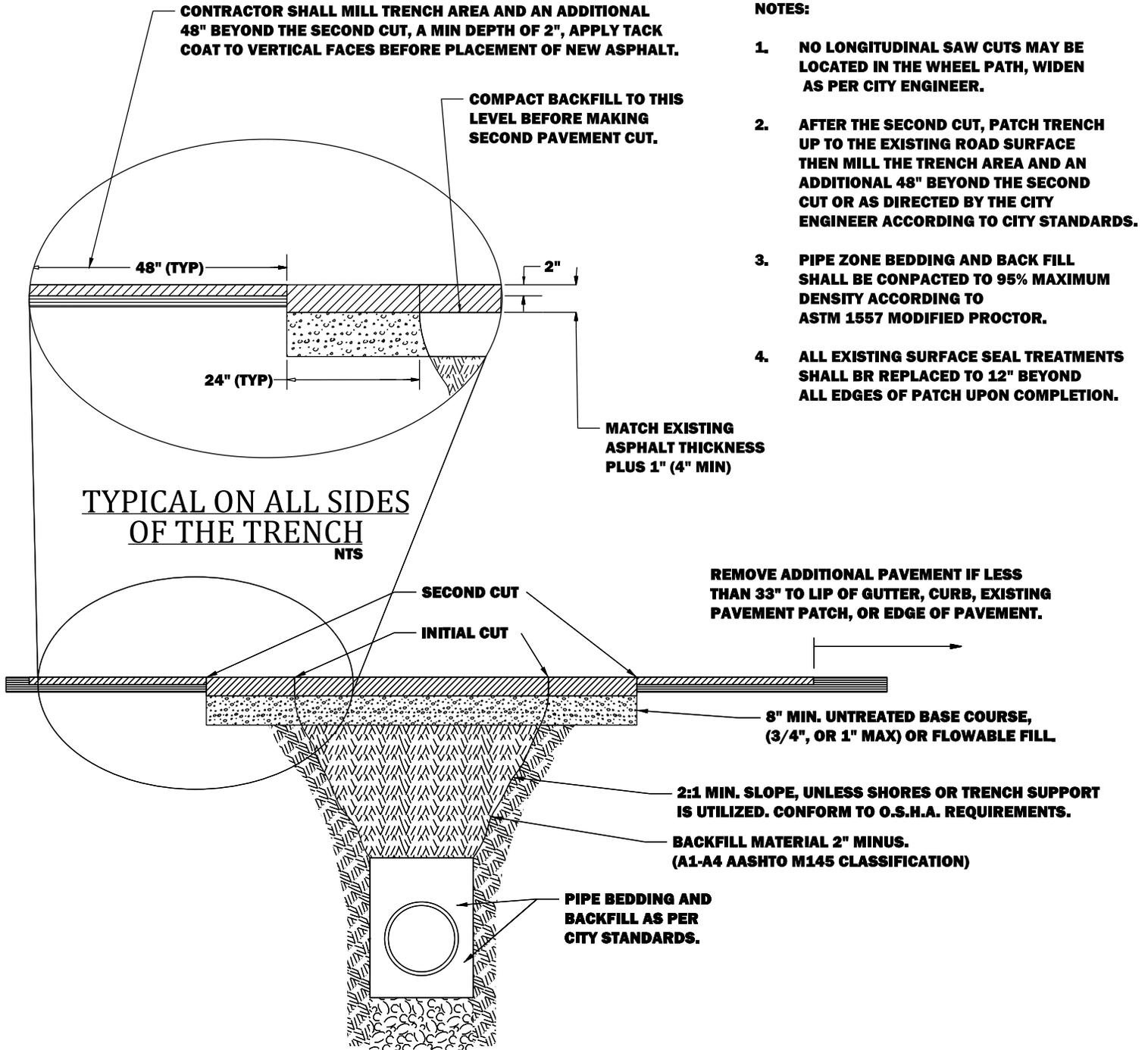
EST ID# 43291 Print Date 09/20/21 Scale ???

Foreman	Emp #	Job Start Date	Job Complete Date	Post Jobs RQI	Scale
CC# 11441	WC# / REQ# 008070305	Map String 11101001.0	Circuit NSL11	7 of 8	???
CUSTOMER : EAGLEWOOD DEVELOPMENT ADDRESS : 561 TANGLEWOOD LOOP NORTH SALT LAKE, UT 84054					



Design Requirements

Asphalt Patching Req's For New Roads Less Than 5 Years and Resurfaced Roads Less than 3 Years



NOTES:

1. **NO LONGITUDINAL SAW CUTS MAY BE LOCATED IN THE WHEEL PATH, WIDEN AS PER CITY ENGINEER.**
2. **AFTER THE SECOND CUT, PATCH TRENCH UP TO THE EXISTING ROAD SURFACE THEN MILL THE TRENCH AREA AND AN ADDITIONAL 48" BEYOND THE SECOND CUT OR AS DIRECTED BY THE CITY ENGINEER ACCORDING TO CITY STANDARDS.**
3. **PIPE ZONE BEDDING AND BACK FILL SHALL BE COMPACTED TO 95% MAXIMUM DENSITY ACCORDING TO ASTM 1557 MODIFIED PROCTOR.**
4. **ALL EXISTING SURFACE SEAL TREATMENTS SHALL BR REPLACED TO 12" BEYOND ALL EDGES OF PATCH UPON COMPLETION.**

TYPICAL TRENCH PATCHING WITH-IN CITY RIGHT-OF-WAY
NTS



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
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council
From: Karyn Baxter, City Engineer
Date: May 16, 2023
Subject: Consideration of partnering with South Davis Water District for full asphalt replacement on Elm Avenue (725 West)

RECOMMENDATION

Staff recommends approval of completing an agreement for a change order to replace the asphalt in Elm Avenue (725 West) as part of the South Davis Water District water line replacement project currently underway.

BACKGROUND

South Davis Water District (SDWD) is currently replacing the water line and services in Elm Avenue, which is part of their service district. The project was recently brought to the City's attention. The full asphalt replacement of this road is on the City's Capital Facilities Plan for FY25.

The current SDWD project will patch the asphalt trench along the east side of the road, but the existing asphalt is in very poor condition. The project is being done through a CDBG grant, and as a result there are limited options for cost-sharing on the asphalt. Typically, the City could request that South Davis Water contribute to the asphalt under a follow-up project under the direction of the City, but due to grant constraints, the only option would be to do a change order to the existing general contractor.

REVIEW

The patching of the asphalt trench would be, in essence, an expensive temporary situation as this road is planned for new asphalt in FY25. By partnering with South Davis Water District under the current contract, City staff believes the project will be less expensive and disruption to the neighborhood greatly reduced.

The City of North Salt Lake could avoid design, bidding, and project management fees by replacing the whole road surface now in partnership with SDWD. Mobilization and traffic control costs will also be less, as well as sharing a portion of the cost of the asphalt trench area. Payment would be made for an estimated \$8,720 to ESI Engineering for field inspections, project management, and CDBG compliance for our portion of the work.

The greatest benefit would be for the residents, who would not be subject to two separate years of construction. Patching on this road would be problematic due to the deteriorated condition of the road, and the likelihood of potholes and spot failures may also be an issue in the intervening time.

The current proposed change order is for \$143,863.71, but currently includes the full width of asphalt. We are negotiating with South Davis Water to determine the cost savings allocation for the trench area.

Total cost for this project would be not more than \$153,000 (construction plus project management), less the negotiated amount covered by South Davis Water District in lieu of patching the trench. This project would be exchanged for the 4000 South reconstruction project which is currently in the FY24 budget request, and that project will now be moved to FY25.

POSSIBLE MOTION

I move that the City Council approve entering into an agreement with South Davis Water District to include the repaving of Elm Avenue at a cost to the City of North Salt Lake of not more than \$153,000.

Attachments

- 1) Map of project extents
- 2) Change Order Detail

Project Extents for Elm Avenue asphalt replacement:



Change order #1 725w waterline



STRONG EXCAVATION

1485 WEST HILLFIELD RD LAYTON UT 84041 SUIT #202

Contact: CHASE STRONG

Phone: 801 981 9288

Fax:

Quote To: South Davis Water District
Jake Ferguson GM

Phone: 801-295-4468

Fax:

Job Name: 725w waterline project # 23-016

Date of Plans: 2/21/23

Revision Date: CO#1 4/26/23 bid item sheet

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove & Replace Curb & Gutter (including sawcut)	162.00	LF	89.12	14,437.44
2	Remove Ex. Asphalt (4" thick, including sawcut)	21,350.00	SF	0.79	16,866.50
3	Pulverize Base Course (6" depth)	21,350.00	SF	0.73	15,585.50
4	Grade & Recompact Base Course	21,350.00	SF	0.36	7,686.00
5	HMA-1/2" - 3" thick	415.00	TN	125.73	52,177.95
6	Manhole Collars per NSL (including pre lowering)	4.00	EA	1,808.50	7,234.00
7	Import Base Course (soft spots and 1" leveling)	100.00	TN	149.77	14,977.00
8	Traffic Control	1.00	LS	2,945.80	2,945.80
9	Mobilization	1.00	LS	11,953.52	11,953.52

GRAND TOTAL

\$143,863.71

NOTES:

The following costs are not included and assumed to be paid by others:

- * Governmental or regulatory permits and fees
- * Builders risk/property insurance
- * Design & engineering fees
- * Cost of 3rd party testing & inspection
- * Hazardous material abatement
- * Soil remediation or unforeseen site conditions
- * Construction document reproduction (plans & specifications)
- * Prevailing wage rates and premium time (overtime, night work) are not included
- * Cost of bonds (available at additional cost, if required, add 1% to the project total)
- * Traffic control, unless specifically included above
- * Shoring or excavation retention, unless specifically included above
- * This proposal is based on the cost of fuel, oil, cement, steel and PVC on bid bay. Any increase in prices will be passed through to the owner.
- * Final Bill to be based on actual job quantities installed. We will take measurements following completions of the project items.
- * EXCLUDES: Removing frost, frozen materials and/or snow.
- * EXCLUDES: Protection of subgrade and/or road base from rain, snow and/or freezing temperatures.
- * EXCLUDES: Protecting excavation and/or stockpiles from freezing.
- * EXCLUDES: Backfilling with imported materials because onsite materials are frozen.
- * If the proposal is not accepted within 30 days of the date on the estimate, we reserve the right to adjust our pricing.
- * This proposal is strictly limited to the scope of work outlined above and defined by this estimate.

1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 ANCHOR LOCATION: CITY HALL
4 10 EAST CENTER STREET, NORTH SALT LAKE
5 MAY 2, 2023

6
7 **DRAFT**
8

9 Mayor Horrocks welcomed those present at 6:08 p.m.

10
11 PRESENT: Mayor Brian Horrocks
12 Councilmember Lisa Watts Baskin
13 Councilmember Natalie Gordon
14 Councilmember Ted Knowlton
15 Councilmember Stan Porter
16 Councilmember Alisa Van Langeveld
17

18 STAFF PRESENT: Ken Leetham, City Manager; Jon Rueckert, Public Works Director; Craig
19 Black, Police Chief; Karyn Baxter, City Engineer; Jayme Blakesley, City Attorney; Sherrie Pace,
20 Community Development Director; Heidi Voordeckers, Finance Director; Wendy Page, City
21 Recorder.
22

23 OTHERS PRESENT: Dee Lalliss, resident; Ashleigh Young, Animal Care of Davis County.
24

25 1. PRESENTATION ON ANIMAL CARE SERVICES BY ASHLEIGH YOUNG
26

27 Ashleigh Young, Director for Animal Care of Davis County, reported that she had been with
28 Davis County since 2021 and previously for an animal shelter in Oregon. She spoke on several
29 recent changes to the County's ordinances including a universal pet limit in the County, updated
30 rabies code, breeding permits, and kennel permits. Ms. Young explained that these updates would
31 provide for a unified ordinance across the County. She mentioned the possibility of a new shelter
32 and potential tax funding for animal care in 2023.
33

34 Councilmember Van Langeveld commented that City ordinance currently specified animals
35 based on the size of the property. She asked if there was anything in the County ordinance that
36 included a consideration of lot size. Ashleigh Young replied that sounded like zoning for
37 agriculture. She said overall they were pushing to allow three pets regardless of property size and
38 responsible pet ownership.
39

40 Councilmember Van Langeveld asked if City residents were requesting to have an additional pet
41 above the current two pet per household maximum. Ken Leetham responded that the only animal
42 control calls he had received were complaints and violations but had not received requests to
43 have additional pets.

44 Ken Leetham asked for an update on the new County licensing requirements. Ashleigh Young
45 said the fees were higher for an unaltered and/or/un-microchipped dog and a one year and three
46 year license which coincided with the rabies license.

47
48 Chief Black commented that the police department generally only received calls for dogs at
49 large, neglected animals, and animal bites.

50
51 Sherrie Pace mentioned that she received calls related to the City's code allowing two pets, or
52 three pets with a kennel license.

53
54 Councilmember Van Langeveld asked if the County code or other cities had ordinances based on
55 lot size/pet limit. Ashleigh Young replied that the only related limit was for kennels to be 100
56 feet from abutting dwellings.

57
58 Mayor Horrocks asked about chickens and roosters. Ashleigh Young commented that chickens
59 and roosters were under the nuisance code related to excessive crowing or any city bans on
60 roosters.

61
62 Mayor Horrocks then asked about emotional support animals and exotic pets. Ashleigh Young
63 said emotional support animals and exotic animals were defined in the code with some
64 accommodations/allowances. She explained that emotional support animals were different than
65 service animals which were exempt per State code.

66
67 Ken Leetham said the County has provided animal control services in the City for many years.
68 He mentioned the County would enact a property tax to help pay for animal control services and
69 the City would reduce the property tax in a similar amount. He stated the County Animal Service
70 would acknowledge and support any City ordinance if it differed from the County ordinance. He
71 said the County has tried to prepare a set of ordinances that would be acceptable to all 15 cities
72 in the County for easier animal control enforcement.

73
74 Ashleigh Young said the plan moving forward was to update the County ordinances, implement a
75 tax levy, and complete a feasibility study for a potential new shelter to be constructed in 2024.
76 She spoke on the animal control policy from 1985 which was catch and kill. She explained this
77 was no longer the practice with programs in place such as a foster care program, outreach, longer
78 care at the shelters, and a higher live release rate.

79
80 Ken Leetham commented that staff would update the City ordinances to be presented to the
81 Council for adoption.

82
83 Councilmember Van Langeveld expressed concerns about increasing the number of pets to three
84 per household and asked staff to review the 100 foot buffer requirement.

85

86 Councilmember Baskin spoke on her submitted comments related to the City’s potential adoption
87 of the Davis County Animal Control Ordinance. She indicated that she had submitted those
88 comments to the County Attorney’s office.

89

90 2. MONTHLY FINANCIAL REPORT FOR PERIOD ENDING MARCH 31, 2023

91

92 Heidi Voordeckers reported on the monthly financials for the period ending March 31, 2023 with
93 the full report and the summary included in the packet for review. She spoke on fund balances
94 and shared a table with the fund balances from July 1, 2022, March 31, 2023, and the change
95 from February 28, 2023. She noted the starting balance for July 2022 was \$67,192,059 with an
96 increase to \$83,899,556 by March 31, 2023. She added the change from February to March 2023
97 was \$2,728,361.

98

99 Councilmember Porter asked about the solid waste fund and requested a report on that fund
100 which showed expenses and revenues. Staff agreed to prepare a report and present it to the
101 Council.

102

103 3. APPROVAL OF CITY COUNCIL MINUTES

104

105 The City Council minutes of April 4, 2023 and April 15, 2023 were reviewed and approved.
106 Councilmember Baskin requested the April 4, 2023 minutes be amended on line 455 to remove
107 “*Councilmember Baskin*” and replace it with “*Councilmember Van Langeveld*” since she
108 thought that was who consented to meet with the residents. Councilmember Van Langeveld
109 confirmed it was her.

110

111 **Councilmember Gordon moved to approve the minutes of April 4, 2023 and April 15, 2023,**
112 **as amended. Councilmember Porter seconded the motion. The motion was approved by**
113 **Councilmembers Baskin, Gordon, Knowlton, Porter and Van Langeveld.**

114

115 4. ADJOURN INTO CLOSED SESSION

116

117 **At 6:37 p.m. Councilmember Knowlton moved to go into closed session to discuss the**
118 **purchase, exchange, sale, or lease of real property. Councilmember Gordon seconded the**
119 **motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter,**
120 **and Van Langeveld.**

121

122 5. RECONVENE INTO REGULAR SESSION

123

124 **At 6:59 p.m. Councilmember Porter moved to adjourn the closed session and return to the**
125 **regular session. Councilmember Gordon seconded the motion. The motion was approved**
126 **by Councilmembers Baskin, Gordon, Knowlton, Porter, and Van Langeveld.**

127

128

129 6. ADJOURN

130

131 Mayor Horrocks adjourned the meeting at 7:00 p.m. to begin the regular session.

132

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
ANCHOR LOCATION: CITY HALL
10 EAST CENTER STREET, NORTH SALT LAKE
MAY 2, 2023

DRAFT

Mayor Horrocks welcomed those present at 7:12 p.m. Alisa Van Langeveld offered the thought and Ryan Holbrook led those present in the Pledge of Allegiance.

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

STAFF PRESENT: Ken Leetham, City Manager; Jon Rueckert, Public Works Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Jayme Blakesley, City Attorney; Sherrie Pace, Community Development Director; Heidi Voordeckers, Finance Director; Wendy Page, City Recorder.

OTHERS PRESENT: Dee Lalliss, Ryan Holbrook, Jeff Scroger, residents; Eric Beard, Beard Construction.

1. CITIZEN COMMENT

Ryan Holbrook, resident, spoke on the Monday Food Trucks and said these had been great events. He mentioned the 2022 Juneteenth and food truck event and was in support of similar events held in conjunction with the food truck nights in the future.

2. CONSIDERATION OF PLAT AMENDMENT FOR EWC 13 DEVELOPMENT, LLC,
COMBINING EAGLEWOOD COVE SUBDIVISION PHASE 13 LOTS 1317 AND
1318 AND VACATING A PUBLIC UTILITY EASEMENT

Sherrie Pace showed an aerial of the location and reported that these properties were in the R1-12 zone. She stated the property owner has requested to combine lots 1317 and 1318 into one single building lot. She noted Lot 1318 was platted as a flag lot with an existing public utility easement along the shared property line between the two lots. She explained the amended lot would relocate the public utility easement to the side property line. She mentioned notifications had been sent to the affected entities and one public comment was received from the Sewer

175 District who had no concerns regarding the proposed vacation. Ms. Pace continued that the
176 amended lot would be subject to the same requirements and plat notes from the original plat, as
177 well as the subdivision covenants. She indicated minor redline corrections related to the plat note
178 numbering and legal description had been corrected prior to recordation.

179
180 Ms. Pace stated the proposed building envelope would exclude the lot area over 30% in slope on
181 the upper portion of the lot and additionally preserved the existing scrub oak on the hillside. She
182 acknowledged a review of the geotechnical study, the new building envelope, and the proposed
183 site plan and final grading plan for the home have been completed by the City Engineer and City
184 Geotechnical consultant and have been found to be in accordance with the approved study. She
185 mentioned the Planning Commission reviewed and recommended approval of the plat
186 amendment.

187
188 Councilmember Gordon asked about the buildable area and the public utility easement located
189 within the new buildable area. Sherrie Pace replied that the easement would be relocated to the
190 side property line and showed the proposed location on a site plan.

191
192 **Councilmember Porter moved that the City Council approve the plat amendment**
193 **combining Eaglewood Cove Subdivision, Phase 13, lot 1317 and lot 1318 and vacating a**
194 **public utility easement on the property located at 1363 East Wood Oaks Loop with the**
195 **following condition:**

196
197 **1) Correction of engineering and planner redlines.**

198
199 **Councilmember Van Langeveld seconded the motion. The motion was approved by**
200 **Councilmembers Baskin, Gordon, Knowlton, Porter and Van Langeveld.**

201
202 **3. CONSIDERATION OF AWARD OF BID FOR HA5 ASPHALT PRESERVATION TO**
203 **HOLBROOK ASPHALT FOR \$57,497.73**

204
205 Jon Rueckert reported on the asphalt preservation project for 4100 South, 825 West, 4050 South,
206 900 West, 4000 South, 850 West, 825 West/3900 South, and 3600 South which were part of the
207 preservation schedule. He noted the funding for this project was part of the budget with
208 allocations of C Road Funds collected from the State. He added this project included 21,300
209 square yards of Ha5 for \$57,497.73.

210
211 Councilmember Gordon asked about obtaining alternate bids. Jon Rueckert replied that this was
212 the sole source provider of the product.

213
214 Karyn Baxter commented that they were continuously reviewing similar products and would
215 open the public bid once a comparable product became available.

216

217 **Councilmember Porter moved the City Council approve the bid award for Ha5 High**
218 **Density Mineral Bond for \$57,497.73 to Holbrook Asphalt. Councilmember Knowlton**
219 **seconded the motion. The motion was approved by Councilmembers Baskin, Gordon,**
220 **Knowlton, Porter and Van Langeveld.**

221

222 4. CONSIDERATION OF A CHANGE ORDER AND AWARD OF BID FOR
223 SYNTHETIC SOFT FALL TURF INSTALLATION AT CALEB, OLDHAM, AND
224 STONEHENGE PARKS TO SONNTAG RECREATION FOR \$73,850

225

226 Jon Rueckert reported that this change order was part of the purchase and installation of new
227 playground equipment that was recommended by the Parks and Arts Committee and previously
228 approved by the City Council. The current soft fall material installed at these parks was
229 engineered bark and would need to be removed prior to the installation of the new equipment.
230 Staff recommended that synthetic soft fall turf be installed rather than new mulch to minimize
231 maintenance of replacing mulch material. The budget for this project would come from the Parks
232 Annual Repair & Replace budget.

233

234 Councilmember Van Langeveld asked if the playground replacement at these specific parks was
235 due to the replacement plan or issues at the park. Jon Rueckert replied that they were due for
236 replacement as part of the plan.

237

238 **Councilmember Gordon moved the City Council approve the change order for synthetic**
239 **soft fall turf installation at Caleb, Oldham, and Stonehenge pocket parks to Sonntag**
240 **Recreation for \$74,850. Councilmember Van Langeveld seconded the motion. The motion**
241 **was approved by Councilmembers Baskin, Gordon, Knowlton, Porter and Van Langeveld.**

242

243 5. CONSIDERATION OF RESOLUTION 2023-19R: A RESOLUTION ADOPTING THE
244 FISCAL YEAR 2023-2024 TENTATIVE BUDGET AND SETTING A PUBLIC
245 HEARING DATE

246

247 Ken Leetham reported that this action of adopting the fiscal year tentative budget was required
248 per State law. He stated this would not be the adoption of the final budget but would put the
249 tentative budget on public display for review and set a public hearing date on June 20th. He noted
250 the tentative budget had proposals for three new part time crossing guard positions, increased
251 operational costs for South Davis Metro Fire assessment, an increase in the health insurance
252 premium, and a proposed 6% cost of living adjustment (COLA).

253

254 Heidi Voordeckers reported on the adjustments made from the March City Council budget
255 meeting in the total of \$40,000. She stated this included an \$8,000 increase in the elections
256 budget, revenue of \$90,000 the General Plan project from a grant, \$90,000 in expenditures for
257 the General Plan project, professional/technical services for economic development for the Town
258 Center Market Study, personnel services for the justice court, and the RAP Tax debt service.

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Ken Leetham said the public hearing would be held June 20th and the final budget was required to be adopted by June 22nd.

Councilmember Van Langeveld moved the City Council approve Resolution 2023-19R: a resolution adopting the Tentative Budget for fiscal year 2024 and setting a public hearing date of June 20, 2023 at 7:00 p.m. Councilmember Porter seconded the motion. The motion was approved by Councilmembers Baskin, Gordon, Knowlton, Porter and Van Langeveld.

6. CONSIDERATION OF ORDINANCE 2023-06: AMENDING CITY CODE TITLE 9, CHAPTER 1, SECTION 3-RETAINING WALLS

Sherrie Pace reported that the proposed amendment was to clarify and improve regulations related to the safety and design of retaining walls. She reviewed the following proposed changes to City code Title 9: 1) all retaining walls will at a minimum require a land use permit. There will be no fee associated with the review and will ensure that Planning, Building, and Engineering have determined that walls which are subject to additional geologic hazards review will be identified prior to installation. It will also ensure that citizens can be assured that the retaining wall meets the standards established within all sections of the City code for placement and design. 2) Clarification of how the height of a retaining wall is measured. 3) Referencing Title 10, Chapter 12 and establishing those areas that are subject to a geologic hazards review. 4) Clarifying the submittal requirements for the site plan associated with a building permit for a building permit, specifically: a. An engineering site plan with property boundaries, setbacks, easements, building envelopes, and existing/proposed grading (topo lines); b. Location of retaining walls and height of wall(s); c. Extent of proposed cuts and fills; and d. Shading of all areas on the property greater than 30% slope. 5) Establishes criteria for an exception to the maximum height of a wall or wall system for the following: a. Subdivision walls approved as part of an overall improvement plan; b. When necessary to address a geologic hazard; or c. To repair existing walls. 6) Clarify the setback of a wall from a building. 7) Reiterate that the more restrictive regulation shall apply when any conflict exists between a regulation in this title and any regulation in other City codes.

Councilmember Porter asked if this Ordinance included language pertaining to rock retaining walls. Sherrie Pace replied that there was existing rock retaining wall language in the ordinance and these amendments would apply to those as well.

Councilmember Gordon gave an example of a retaining wall type in Foxboro and the need for permits. Sherrie Pace replied that there would be an outreach campaign to ensure that each retaining wall was reviewed for compliance to the ordinance.

Karyn Baxter commented there was no minimum retaining wall height defined intentionally to ensure that all retaining walls were reviewed. She said the majority of residents in Foxboro

301 would not need to draw a site plan but there were some retaining walls and grade changes that
302 did occur in that area. She noted in areas of grade change they could be handled through the land
303 management permit to be reviewed at no cost by the Planning Department.

304
305 Councilmember Van Langeveld asked about things built below grade such as a pond. Karyn
306 Baxter replied that anything built for retaining below grade would not be applicable in this Code
307 section, but may need a permit related to other adopted code requirements. She said staff
308 preferred to review any retaining walls that cut into the ground or near a slope.

309
310 **Councilmember Knowlton moved that the City Council approve Ordinance 2023-06**
311 **amending City Code, Title 9, Section 3 pertaining to the construction of retaining walls,**
312 **with the following findings:**

- 313
314 **1) The proposed amendments improve regulations related to the construction of**
315 **retaining walls for the protection of the health, safety, and welfare of the citizens of**
316 **North Salt Lake; and**
317 **2) Changed or changing conditions make the proposed amendment reasonably**
318 **necessary to carry out the “purposes” stated in this title.**

319
320 **Councilmember Baskin seconded the motion. The motion was approved by**
321 **Councilmembers Baskin, Gordon, Knowlton, Porter and Van Langeveld.**

322
323 **7. CONSIDERATION OF APPROVAL OF POLLING LOCATIONS AND VOTE**
324 **CENTERS FOR THE 2023 MUNICIPAL ELECTION**

325
326 Wendy Page reported that statutorily the municipal legislative body must approve the election
327 day polling locations and vote centers in their jurisdiction. She recommended the City Council
328 approve North Salt Lake City Hall as the Election Day polling location in the City of North Salt
329 Lake and also approve the designated Vote Centers throughout Davis County as outlined in the
330 staff report for the 2023 Municipal Elections.

331
332 **Councilmember Porter moved the City Council approve North Salt Lake City Hall as the**
333 **Election Day polling location in the City of North Salt Lake and also approve the**
334 **designated Vote Centers throughout Davis County as outlined for the 2023 Municipal**
335 **Elections. Councilmember Van Langeveld seconded the motion. The motion was approved**
336 **by Councilmembers Baskin, Gordon, Knowlton, Porter and Van Langeveld.**

337
338 **8. ACTION ITEMS**

339
340 The action items list was reviewed. Completed items were removed from the list.
341

342 Councilmember Knowlton asked to add the Form-Based Code as an action item. He asked for an
343 update. Sherrie Pace replied staff wanted to reevaluate the Form-Based Code with the General
344 Plan update and potentially hiring an architect to assist with the creation of urban design
345 concepts within the Town Center area.

346

347 Councilmember Porter requested a dog waste receptacle at Tunnel Springs Park right off the trail
348 at the south end of the park near the gravel parking lot.

349

350 9. COUNCIL REPORTS

351

352 Councilmember Knowlton spoke on the Kite Festival event at 9 a.m. on May 6th at Tunnel
353 Springs Park and the Golden Spoke event at noon on May 13th at Legacy Park. He suggested a
354 charrette for urban design and parking in the Town Center.

355

356 Councilmember Baskin thanked those who participated in the Arbor Day event. She asked for
357 feedback on what elected officials expected from a city attorney to present at the Utah Municipal
358 Attorneys Association.

359

360 Councilmember Knowlton commented on the address change for the annexation area to be
361 considered in 2024. He asked if this was something that could be determined at a later date or by
362 a future City Council. Councilmember Porter said he had no intention of forcing someone to
363 change their address and mentioned the possibility of dual addresses.

364

365 Councilmembers Baskin and Van Langeveld were in favor of further discussing as an agenda
366 item.

367

368 Councilmember Porter commented on the Arbor Day event at Tunnel Springs Park.

369

370 Councilmember Gordon shared a story about an automobile/bicycle accident on 1100 North and
371 the need to proceed with a bike lane and signage to keep bicyclists safe.

372

373 Councilmember Van Langeveld reported on the Foxboro Elementary 5th grade field trip to the
374 golf course on May 17th at 10 a.m. She mentioned attending the Utah League of Cities and
375 Towns Conference.

376

377 Councilmember Van Langeveld provided an update on the Cultural and Food Truck Night events
378 for 2023 which included June 12th Juneteenth event, Pride event on June 26th, Pacific Islander
379 event in August, and a Hispanic/Latinx event in September.

380

381 10. CITY ATTORNEY'S REPORT

382

383 Jayme Blakesley had nothing to report.

384 11. MAYOR’S REPORT

385
386 Mayor Horrocks reported that there were several cities in Davis County who were considering
387 raising taxes this year. He said the Youth City Council would like to perform a service project at
388 the community garden. He noted the Arbor Day event was well attended with over 100
389 individuals participating. He mentioned the Spring Cleanup event and how many residents did
390 not have access to trucks or trailers to bring items to the Public Works location. He suggested
391 curb pickup or a second Saturday pickup be a future consideration.

392
393 Mayor Horrocks reported that the Golf Course open house would be held on May 11th from 5
394 p.m. to 9 p.m.

395 12. CITY MANAGER’S REPORT

396
397
398 Ken Leetham reported on the Golf Course and The Grill open house. He mentioned that there
399 would be food, music, and a ribbon cutting ceremony.

400
401 Ken Leetham commented that staff could provide a report on May 16th regarding the potential
402 annexation address change. He asked about forming a subcommittee to review this item. The
403 Council had a conversation and determined that this item would not be discussed or acted upon
404 until February or March in 2024.

405 13. ADJOURN

406
407
408 Mayor Horrocks adjourned the meeting at 8:32 p.m.

409
410 ****The governing body immediately reconvened as the Redevelopment***
411 ***Agency and those minutes are in a separate location.****

412
413 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday, May*
414 *16, 2023 by unanimous vote of all members present.*

415
416
417
418 _____
Brian J. Horrocks, Mayor

_____ *Wendy Page, City Recorder*

Action Items for May 16, 2023

Item	Staff	Description
New		
1	Jon	Place a dog waste basket at Tunnel Springs trail head. <i>A waste receptacle has been installed at the trail entrance on the south side of the park. (5-10-23)</i>
2	Sherrie	Update City Ordinances related to Animal Control reviewing setback distances for small lots. <i>Work session scheduled for May 30 to review proposed changes and current ordinances. (5/11/23)</i>
3	Sherrie/Ken	Urban design services for Town Center & Form Based Code, including the idea of having a charette to get public feedback. <i>An RFP for services will be prepared to solicit qualified consultants to assist. (5-10-23)</i>
Current		
1	Jon/Ken	(4-4-23) Consider signage or other options for Deer Hollow Reservoir near the playground to prevent children from swimming in the reservoir. <i>Ken & Jon to provide a report to the Council which includes existing signage for their review. (5-10-23)</i>
2	Sherrie	(3-7-23) See if there is an interest from Bountiful City in working with NSL jointly on extending the bike lane pilot program on Orchard Drive to Boulton Elementary and the Rec Center on 200 West. (3-21-23) <i>Staff is working to create a draft pilot program and has reached out to Bountiful. (3/29/23)</i>
3	DRC	(3-7-23) Staff to make recommendations for implementing bike lane pilot program on Orchard Drive, Eagleridge Drive, and potential for 1100 North as well (5-2-23). <i>See above.</i>
4	Ken	(3-7-23) Staff to consider preparations for possible flooding in the spring. <i>Beginning on Friday, 3/24, the City will have self-service sandbags at the public works building. Staff also added a sandbag location at Eaglewood Golf Course. Staff is inspecting and clearing all storm drains throughout the City and has contingency plans for staging sandbags at various locations as needed. Staff made a presentation to the City Council related to flooding preparedness on the April 4 City Council meeting. (3/26/23)</i>
5	DRC	(3-7-23) Staff to identify any items that would qualify for the Community Funding Projects that Congressman Stewart advised Mayor Horrocks about. <i>Staff met with Stewart representatives and has had an additional training meeting on this program. We will work to prepare the City for the 2024 Grant cycle. (3/16/23)</i>
6	Ken/Wendy	(3-7-23) Staff to prepare a policy related to City Hall rental/use. <i>Staff is reviewing city hall use policies and will propose a written policy statement in a future Council meeting. (3/16/23)</i>
7	Heidi	(2-14-23) Resident requested that the City utility bills show additional detail related to the cost of water and tiered usage (instead of just a single line for "Water"). <i>Spoke w/Caselle and this can be done, but need to contact Freedom mailing about layout as it would require adding 26 new fields to the current export file (for both water and irrigation usage). I will reach out to FM when I get back in town. (3/2/23)</i>
8	Heidi	(2-14-23) Resident requested a newsletter or similar outreach showing a chart or report for city revenues and expenses with incoming funds from sales tax, property tax, etc. <i>Staff will prepare a "Budget in Brief" handout for FY24 to have at the front counter once the final budget is adopted and will present a budget summary to the Senior Lunch Bunch (tentatively scheduled for the September meeting).(3/1/23)</i>
9	Ken/Wendy	(2-7-23) Provide a letter to employers in the City in support of participating in the Safe Harbor workplace violence prevention training. <i>Letter was prepared and signed by Mayor Horrocks and sent to all businesses in NSL via email on 5-9-23. (5-10-23)</i>

10	Ken	(1-21-23) Include in the Hatch Park Design Project an inventory of existing trees and a detailed plan to keep existing trees as much as possible, particularly on the west side of the park and any areas where large mature trees exist.
11	Safety Committee	(9/6/22) Inventory of public safety weaknesses around the City's elementary schools. Identification of problem areas and recommendations for resolving pedestrian and other active transportation issues. (2-7-23) Seek WFRC funding for safety plan surrounding local elementary schools. <i>Safety Committee met on this on November 1. A meeting with interested CC members was scheduled. Safety Committee met with Councilmember VanLangeveld on this item on December 15, 2022. (12/28/22) Sherrie is checking with WFRC to see if there is funding assistance available for completion of safety plans around NSL elementary schools. (2/16/23)</i>
12	Sherrie & PW/Parks Dept.	<i>Combined Action Items:</i> (Various Dates) Park strips &: City owned property Review city code for park strip landscape requirements, propose alternatives for vegetation requirements (trees) & evaluate city owned park strips and properties for recommendation on conversion to water wise landscape & review compliance notifications and processes. (3-21-23) Look into increasing tree plantings on City owned land. <i>Work Session scheduled for May 16. (5/11/23)</i>
13	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. <i>Project report back should be in Spring, 2023. City staff will also be attending training on "Your Land, Your Plan" on January 9 to learn of the benefits of that program (12/28/22)</i>
14	Sherrie	(8/16/22) Staff to review the ten-day courtesy notice to see if the language could be softened. <i>Code enforcement is preparing response and suggested process (9/27/22)</i>
15	Ken	(4-19-22) Staff to follow-up with Woods Cross on the dog park and then report back to the Council. (11-15-22) Schedule work session item to discuss dog park options. <i>City staff presented dog park options at the March 4 CC work meeting. Next steps include cost estimate preparation and coordination with Woods Cross on funding. (3/16/23)</i>
16	Sherrie/Ken	(3/15/22) Review cemetery possibilities including land in (or outside of) the City. <i>Sherrie, Ken, and Ali met to discuss possible sites-Ali will review property deed restrictions on city owned properties and provide to Council. (9/29/2022)</i>
17	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). <i>Staff to prepare memo (5/10/22)</i>
18	Ken	(1-4-22) Options for emergency preparedness training for staff including windstorms, landslides, etc. <i>Staff is exploring solutions with Davis County (4/12/22)</i>
19	Ken	(2-16-21) Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. <i>Staff is working on a follow-up report to the City Council.</i>
20	Tyler	<i>Long range monitoring item:</i> (1-3-23) Staff to present an analysis on the 20% resident discount at the Eaglewood Event Center versus 10% or 15% discount, events on weekdays versus weekends, and day versus night rentals. <i>Golf Department will report back on analysis in 2024. (1/10/2023)</i>
21	David, Ken	<i>Long range monitoring item:</i> (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. <i>Public Works has built a work order system for tracking, reviewing and documenting damages and associated costs made to pavilions and will report back to council at the end of the 2023 season because there was not enough data at the end of 2022. (3/21/23)</i>
22	Sherrie	<i>Long range monitoring item:</i> (8/3/22) Inventory and evaluation of safe and unsafe locations for bikes, scooters, pedestrians within one year or August 1, 2023. <i>Ali is</i>

		<i>reviewing the active transportation plan and will monitor scooter conflicts and make recommendations on safety improvements. (8/3/2022)</i>
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