



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA AUGUST 19, 2025 6:00 P.M.

Notice is given that the City Council of the City of North Salt Lake will hold a meeting on August 19, 2025 at 6:00 p.m. at Eaglewood Golf Course Event Center, 1110 East Eaglewood Drive, North Salt Lake, Utah.

Meetings of the City Council may be conducted via electronic means pursuant to Utah Code Ann. §52-4-207 as amended. In such circumstances, contact will be established and maintained via electronic means and the meetings will be conducted in accordance with the City's Electronic Meetings Policy.

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

AGENDA ITEMS

1. Welcome
2. Citizen Comment
3. Approval of City Council Minutes of August 5, 2025
4. Consideration of Police Vehicle Purchases in the Amount of \$120,363
5. Consideration of Resolution 2025-35R: A Resolution Approving the Contracts for the Installation of a Mural at 10 South Main Street with the Building Owner and Mural Artist
6. City Council Discussion of Strategic Planning Goals, Tasks and Projects
7. Adjourn

CLOSED SESSION

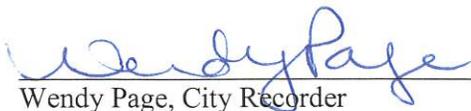
1. Possible closed session for the purpose of discussing the character professional competence, or physical or mental health of an individual; to discuss pending or reasonably imminent litigation; to discuss the purchase, exchange, sale, or lease of real property; or to discuss the deployment of security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

City Council meetings are open to the public. If you need special accommodation to participate in the meeting, please call (801) 335-8709 with at least 24 hours' notice.

Notice of Posting:

I, the duly appointed City Recorder for the City of North Salt Lake, certify that copies of the agenda for the City Council meeting to be held **August 19, 2025** were posted on the Utah Public Notice Website: <https://www.utah.gov/pmn/>, City's Website: <https://www.nslcity.org>, and at City Hall: 10 E. Center St. North Salt Lake.

Date Posted: August 18, 2025


Wendy Page, City Recorder



1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-STRATEGIC PLANNING
3 1110 EAST EAGLEWOOD DRIVE, NORTH SALT LAKE
4 AUGUST 5, 2025
5

6 **DRAFT**
7

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

10 PRESENT: Mayor Brian Horrocks
11 Councilmember Lisa Watts Baskin
12 Councilmember Tammy Clayton
13 Councilmember Suzette Jackson
14 Councilmember Alisa Van Langeveld
15 Councilmember Ted Knowlton
16

17 STAFF PRESENT: Ken Leetham, City Manager; David Frandsen, Assistant City Manager; Heidi
18 Voordeckers, Finance Director; Wendy Page, City Recorder.
19

20 OTHERS PRESENT: Dee Lalliss, Conrad Jacobson, Marty Peterson, Ryan Holbrook, residents.
21

22 1. CITIZEN COMMENT
23

24 Dee Lalliss, resident, commended the police department and the Health and Wellness Committee
25 for the Night Out Against Crime and Health Wellness Fair event. He suggested advanced
26 notifications and additional emails/advertising for future events. He also encouraged the police
27 officers to increase interactions with residents, particularly the youth, at these events. He
28 recommended inviting the public to the golf course to showcase the event center and other
29 amenities there.
30

31 2. APPROVAL OF CITY COUNCIL MINUTES
32

33 The City Council minutes of July 15, 2025 were reviewed and approved.
34

35 **Councilmember Jackson moved the City Council approve the meeting minutes of July 15,**
36 **2025. Councilmember Clayton seconded the motion. The motion was approved by**
37 **Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.**
38
39

40 3. CITY COUNCIL DISCUSSION OF STRATEGIC PLANNING GOALS, TASKS, AND
41 PROJECTS

42
43 Mayor Horrocks commented on the event center at the golf course and better utilizing this venue.
44 He spoke on the purpose of this meeting and the intent to strategically plan the next two to five
45 years in addition to the General Plan which reflected the City's long range vision. He mentioned
46 prioritizing and strategically planning in individual departments to ensure that resources were not
47 allocated haphazardly and a focus on achieving community wide objectives. He expressed the
48 need for having structure and direction so residents and staff would know the Council's unified
49 approach.

50
51 Mayor Horrocks shared several ideas including:

- 52
- 53 • Creation of a mission statement (address current and future plans)
 - 54 • Strategic priorities with concise goals and objectives for top priorities
55 (examples include economy, neighborhood, livability, health and safety, transportation,
56 culture and entertainment, and efficient government)
 - 57 • A City model or other identifier
 - 58 • Vision and values (guiding principles)
- 59

60 Mayor Horrocks posed questions related to the strategic plan and if it should be linked with the
61 budget or capital improvement plan, potential funding, level of public input, adopting a formal
62 plan, when to update the plan, progress reporting from staff, and any financial/volunteer
63 involvement from residents. He also mentioned City committees and how to measure success,
64 better utilize, and the potential expiration of these committees.

65
66 Ken Leetham commented that staff would assist the City Council in strategic planning including
67 providing tools but concluded that these priorities would be those of the Councilmembers. He
68 spoke on having great ideas but missing opportunities without solid planning or structured
69 follow-through. He suggested that the Council adopt a written plan that would lay out goals and
70 objectives for staff and the Council to accomplish together. He said staff had compiled a list of
71 issues and notes from prior City Council meetings, strategic plans from other cities for review, a
72 summary sheet of action items with deadlines, and other data. Mr. Leetham said this information,
73 along with future meeting discussions, would enable the Council to create a strategic plan that
74 was achievable and feasible.

75
76 David Frandsen stated he had presented at the Utah City Managers Association (UCMA) and
77 International City Managers Association (ICMA) conferences and reported more about how
78 metrics had improved the culture and performance within the City's public works department. He

79 provided the Council with the Public Works Department 2024 annual report which included
80 statistical data. He spoke on the benefits of this annual reporting and the statistical data
81 including: employees enjoyed it, use for annual reviews, creating accountability, raising the
82 bar/competition, validating hard work, revealing any issues, and providing facts. He shared a
83 presentation on the Art of Collaboration and civic metrics that were tracked including data
84 related to street sweeping, construction by City crews, valve/hydrant actuating, and snow
85 plowing.

86
87 Mr. Frandsen started a discussion about different types of music and each Councilmember and
88 staff member present shared their favorite and least favorite type of music/performer and a brief
89 explanation for their choices. He likened these musical preferences to strategic planning and
90 goals for the City and how these were based in part on different perspectives. He then led the
91 elected officials in a painting exercise applying the Art of Collaboration principles to create a six
92 section canvas painting showcasing the Veteran's Amphitheater at City Hall.

93
94 After the painting exercise (approximately 1.25 hours), Ken Leetham opened the next part of the
95 meeting where each City Councilmember shared their priorities, projects, or concerns.

96
97 Councilmember Van Langeveld questioned if there should be a prior discussion about what the
98 end product may look like to help determine the priorities. Councilmember Baskin anticipated
99 that all of the pieces would create the whole.

100
101 Ken Leetham said the content of the Council's goals and priorities would allow the Council to
102 determine issues versus projects and help determine the overall vision and even structure of the
103 Plan.

104
105 Mayor Horrocks noted the following items of importance:

- 106
- 107 • Ribbon cutting for Foxboro Wetlands Park (August)
 - 108 • Attend the National League of Cities conference (November)
 - 109 • Just Serve City (designation)
 - 110 • A 250 year celebration (events, Federal funding)
 - 111 • Ribbon cutting for Hatch Park
 - 112 • 2026 civic events (how to determine and Council representation at City events)
 - 113 • Golf course reception facility (improve aesthetics, cleanliness, increase events)
 - 114 • The bridge at Center Street (dividing road to cross tracks)

115 The Council discussed attending the National League of Cities conference and including the new
116 City Council members, issues with the golf course reception center and golf carts, and consulting
117 with Horrocks Engineering on a potential plan for the bridge at Center Street.

118

119 Councilmember Knowlton shared his issues:

120

- 121 • Efforts to beautify the City (including signage/roundabouts)
- 122 • Improvements to the Town Center (use Hatch Park as leverage, General Plan)
- 123 • Quality of US-89 (UDOT plan, South Davis Greenway Plan, neighboring cities
124 agreement)
- 125 • Ways to achieve City wants/needs with the I-15 EIS project
- 126 • Trails Plan is a priority
- 127 • Housing Plan needs a solid policy statement
- 128 • Chevron
- 129 • Sustainability (future discussion)
- 130 • Create a City identity (survey related to name change, ballot proposition)
- 131 • Potential to combine services with neighboring cities (interlocal agreements)

132

133 The Council briefly discussed committing to updated signage including the roundabouts,
134 improving the Town Center in conjunction with the Hatch Park remodel, potential General Plan
135 updates related to the Town Center and Trails Plan, issues with the current City name, and
136 surveying residents to determine interest in whether the name of the City should be changed
137 through a special local ballot proposition or other method.

138

139 Councilmember Jackson presented her issues:

140

- 141 • Beautifying Eagleridge Drive (prioritizing, clear budgets)
- 142 • City sponsored events (feedback from Council, rotate types of events that serve smaller
143 segments of the population in order to provide equal opportunity)
- 144 • Fire preparedness and strategy (testing, water pressure, storage)
- 145 • RDA funds (parameters, past and future utilization, programs for homeownership)
- 146 • Incentivizing businesses (market study, pursue/incentives)

147

148 She shared goals for Eagleridge Drive including:

149

- 150 • prioritizing at least one beautification accomplishment at a City entrance or major
151 corridor per year
- 152 • Requiring Council understanding of how much money could be allocated each year

- 153 • Council annually determines which area would be improved during the first two months
154 of each year
- 155 • Council requires clear budget parameters before City staff starts bidding process (this
156 would require the Council to potentially approve the bid at presentation so that work
157 could begin in the same season)

158

159 Councilmember Jackson reviewed City sponsored events:

- 160 • Using tax dollars from all citizens to sponsor events
- 161 • Require all Councilmembers to share opinion of City approved events on the record
162 including political/religious/controversial events
- 163 • Rotate events related to small subsets in the community
- 164 • Prudent to choose events that allow all citizens to feel included
- 165 • Any City event should consider impact on all subsets (events which create division in the
166 community should be avoided)

167

168 She shared information on a fire in Summerwood and questioned the following:

- 169 • Potential to stress test the system related to pressure change and sudden change in load
170 demand
- 171 • Water pressure for area above 400 East
- 172 • Water storage for area above 400 East
- 173 • Communicating with residents to reassure them the system is capable of handling fires

174

175 Councilmember Jackson spoke on RDA Funds and City Improvement:

176

- 177 • Parameters of these funds
- 178 • Approved uses and past use of these funds
- 179 • Use for long term home ownership
- 180 • Develop and implement a rate buy down program for homeowners
- 181 • Homeowner incentive program
- 182 • Combine with Utah Housing Program
- 183 • Partner with Salt Lake Realtors (grants)
- 184 • Implement Senior Standards Improvement program (home repairs)

185

186 She concluded with ideas related to business development:

187

- 188 • Perform a market analysis study of the City
- 189 • Determine incentives to bring specific businesses to the City
- 190 • Intentionally pursue these businesses
- 191 • City Councilmember assistance

192

193 The Council discussed community events including a yearly rotation, fire preparedness and
194 water (and providing this info to residents), pursuing or attracting businesses into the City
195 including municipal ethics, competition, lack of amenities, incentives that other cities had offered
196 to businesses (sales tax, gifting land, anchor tenants), creating an economic development game
197 plan (Hatch Park, new interchange, Town Center, Redwood Road), and leveraging the new
198 interchange.

199
200 Ken Leetham commented that staff would provide a follow up report on fire preparedness, water
201 reserves, storage, and pressure.

202
203 Councilmember Clayton then addressed her issues:

- 204
- 205 • Code enforcement clean up in certain areas and the compounding effects on the
 - 206 community as a whole (example of efforts on Orchard Drive)
 - 207 • Emphasize event participation for all neighborhoods (rotate City Council members’
 - 208 participation)
 - 209 • Cost and attendance data for events (prioritize events)
 - 210 • City motto: A city where all feel welcome, valued and belong. Other idea: Enhancing
 - 211 quality of life and meeting the expectations of our North Salt Lake residents, businesses,
 - 212 employees and visitors
 - 213 • Appreciation for City staff responsiveness
 - 214 • Fire Safety Plan
 - 215 • Fireworks (refund)
 - 216 • Public swimming pool
 - 217 • Amberly Place development (new homes)
 - 218 • Business highlights (City communications)

219
220 The Council discussed beautification in other areas, event metrics (tracking cost, attendance),
221 refund for fireworks for next year or applying a credit towards Hatch Park fireworks, family
222 amenities (bowling alley, pool, fun center, skating rink), and social media posts to highlight local
223 businesses.

224
225 Councilmember Van Langeveld reviewed her issues:

- 226
- 227 • Community engagement on the strategic plan (supports City Council adoption only)
 - 228 • Support a smaller streamlined plan (annually with staff input)
 - 229 • Prioritize results of wellness survey and support ways to address concerns:
 - 230 ○ Lack of cultural opportunities

- 231 ○ Environmental quality (air)
- 232 ○ Connection to NSL (increase personal wellbeing)
- 233 ● Marketing plan for the City (advertising campaign)
- 234 ○ City is fragmented into 3 communities: East, Midtown, West and there should be
- 235 a strategy for each one
- 236 ○ Build neighborhood identity in each of the 3 areas
- 237 ● Prioritize events (more strategic purpose)
- 238 ● City app
- 239 ● Trail around the entire City (circuit) and in every park
- 240 ● Make public investments in trails
- 241 ● Public Safety annual report
- 242 ● Health and Wellness policies in General Plan
- 243 ● Homeless Resource Plan (Can RDA funds be used for homeless assistance?)
- 244 ● Public art
- 245 ● Code changes to expand tax base and bring commercial (General Plan or rezoning)
- 246 ● Review incompatible land uses and zoning between industrial/commercial and residential

247

248 Councilmember Van Langeveld discussed receiving public input on the strategic plan and felt it

249 should be more of a City Council plan with staff input. She noted that the following should be

250 addressed as part of prioritizing the wellness survey: lack of cultural opportunities,

251 environmental quality (air), and resident connection to the City. She further reviewed her desire

252 for a marketing plan for the City which would allow for control of the narrative, attract residents

253 and businesses, build neighborhood identities (east, midtown, west), and create a sense of

254 connection with both the City and other residents.

255

256 The Council discussed potential updates to the General Plan including the Health and Wellness

257 policies, a Homeless Resource Plan, public art, and code changes to expand the tax base/bring

258 commercial.

259

260 Councilmember Baskin commended the Council on their ideas and having the best interest of the

261 City in mind. She recognized the collaboration of the Council and what the strategic plan could

262 do to help improve resident's lives. She then provided an overview of her issues:

- 263
- 264 ● Addressing in newly annexed area
- 265 ● Citywide name change
- 266 ● Concern over 4 day/10 hour work schedule (City Hall open on Fridays)
- 267 ● Involvement with Utah League of Cities and Towns
- 268 ● Legislative Policy Committee (active representation and involvement)

- 269 • Reorder agenda for Council, Mayor, and City Manager reports at the beginning of the
270 meeting
271 • Future closed session (as part of strategic plan)
272

273 Ken Leetham noted that staff would begin to prepare a report of the significant overlapping
274 objectives. He asked the City Council to think of which five top objectives to adopt as part of the
275 first strategic plan prior to the next strategic planning meeting that would be held on August 19th.
276 He noted the objectives of the plan would not replace action items or other projects. He
277 suggested that the City Council collaborate without sacrificing their individual goals. He also
278 requested input on how the document would look and whether it would include goals,
279 measurable metrics, assigned tasks for staff, etc.

280
281 The Council had a discussion about publicly sharing their own priorities and then having
282 collective objectives detailed in the strategic plan. They spoke on picking three to five objectives
283 with actionable metrics to try and complete annually. They mentioned conflicts with determining
284 which objectives to pursue while maintaining their individual priorities.

285
286 Councilmember Baskin suggested that the councilmembers join or volunteer for State or other
287 appointed boards as a representative of the City. She said each councilmember had so much
288 potential and could be leaders in the State. She also recommended including metrics and other
289 employee highlights in the City newsletter.

290
291 Mayor Horrocks also suggested that the City Council brainstorm a mission statement and values
292 prior to the next meeting.

293
294 4. ADJOURN

295
296 Mayor Horrocks adjourned the meeting at 10:00 p.m.

297
298 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday,*
299 *August 19, 2025 by unanimous vote of all members present.*

300

301

302

303 _____
Brian J. Horrocks, Mayor

_____ *Wendy Page, City Recorder*



CITY OF NORTH SALT LAKE

Police Department



10 East Center Street, North Salt Lake, Utah 84054 • (801)335-8650 Fax: (801)335-8679

BRIAN J. HORROCKS

Mayor

KEN LEETHAM

City Manager

CRAIG BLACK

Chief of Police

To: Honorable Mayor and City Council of North Salt Lake
From: Craig Black, Chief of Police
Date: August 19, 2025
Re: Purchase Of Police Vehicles

Recommendation

The police department is requesting authorization to purchase three (3) Dodge Durango SUV's for use in the **patrol division**.

Background

As part of the FY 2026 budget, the police department requested and was approved to purchase three (3) vehicles for use in the department.

Using the State Contract pricing authorized dealers, the vehicles will be delivered through the Young Automotive Group.

The cost of the purchase and equipping of these vehicles was included in the current FY 2026 budget.

This is the purchase price only for the vehicles and does not include equipping the vehicles with the standard emergency equipment.

The price of each Durango is \$40,121
Total Purchase Cost is \$120,363

Possible Motion

I move that the city council approve the purchase of three (3) 2025 Dodge AWD Durango's at a cost of \$40,121 each from the Young Automotive Group for a total purchase cost of \$120,363.



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: August 19, 2025
SUBJECT: Consideration of Resolution 2025-35R, a resolution approving the contracts for the installation of a mural at 10 South Main Street with the building owner and mural artist

RECOMMENDATION

The Arts Committee recommends to the City Council approval of the requested mural program contracts and recommends the following allocation of the approved budget:

Artist Fee	\$3,000
Paint Cost	\$1,200 (approx.. \$1/sq. ft.)
Anti-Graffiti Coating	\$1,000 (approx.. \$90/100 sq. ft.)
Scissor Lift Rental	\$2,000
Building Prep (Cleaning)	<u>\$300</u>
Total Estimated Cost:	\$7,500
 Budget FY26:	 \$10,000

BACKGROUND

The Arts Committee has been working towards the implementation of the City Mural Program and has identified the building at 10 South Main Street for installation of the City's first mural. The property is owned by David Montanaro and Sheila Montanaro Revocable Living Trust. Mr. Montanaro a long time resident of North Salt Lake and renowned artist recently passed away. Mrs. Montanaro and her daughter Jean Montanaro, also artists, have proposed that this building be painted with a mural in honor of Mr. Montanaro using his work. The mural will be placed on the North façade which faces Hatch Park. This proposed location and artwork has been previously reviewed by the Council and at the direction of the Council staff and the Committee have prepared the attached contracts, which were drafted by the City Attorney.

REVIEW

The Arts Committee has recommended the allocation of the budget (\$10,000) in the following manner:

Artist Fee	\$3,000
Paint Cost	\$1,200 (approx.. \$1/sq. ft.)
Anti-Graffiti Coating	\$1,000 (approx.. \$90/100 sq. ft.)

Scissor Lift Rental	\$2,000
Building Prep (Cleaning)	<u>\$300</u>
Total Estimated Cost:	\$7,500

Staff is preparing an application for the Davis County Mural Program which if awarded would reimburse the City for 50% of the cost of the mural. The City may apply for multiple mural grants in separate applications.

The proposed Artist for the installation will be Jean Montanaro. The contract would pay the Artist 30% of the Artist Fee upon execution of the contract and provide reimbursement for painting supplies and equipment. The remainder of the Artist Fee would be paid upon completion of the Mural. Ms. Montanaro would like to get started on the mural as soon as possible to have it completed this year prior to winter.

The proposed art work is a combination of 2 paintings by Mr. Montanaro due to the length of the building canvas and to prevent distortion of the image. The image will be projected on the building prior to the commencement of painting so that it may be blocked in by the Artist.

In addition to the mural, the Arts Committee has been meeting with Mr. Reuben Wolsey, Ms. Montanaro's partner, who is also an artist with regards to the possible commission of a piece of art for Hatch Park. Mr. Wolsey had requested to harvest the trees in Hatch Park for sculpture use, which began a discussion for a piece of art that would complement the Mural. Mr. Wolsey suggest that a sculpture could be built representing Mr. Montanaro's chair series paintings. He has created a scaled version of a chair inspired by the whimsical chairs utilizing colors that will tie into the mural. The Arts Committee proposes this oversized chair sculpture would be interactive with visitors to the park. Children and adults can climb on. The Committee requests direction from the Council to allow them to work with the park designer in the hopes of locating the chair within view of the mural for photo opportunities with the mural. Approval of the sculpture is not included in this agenda item and is provided as context only.

POSSIBLE MOTION

I move that the City Council approve Resolution 2025-35R, approving the owner and artist contracts for the installation of a mural at 10 South Main Street with the budget allocation recommended by the Arts Committee as follows:

Artist Fee	\$3,000
Paint Cost	\$1,200 (approx.. \$1/sq. ft.)
Anti-Graffiti Coating	\$1,000 (approx.. \$90/100 sq. ft.)
Scissor Lift Rental	\$2,000
Building Prep (Cleaning)	<u>\$300</u>
Total Estimated Cost:	\$7,500

Attachments

- 1) Resolution 2025-35R
- 2) Building Owner Contract
- 3) Artist Contract
- 4) Aerial location
- 5) Mural & Chair Renderings

RESOLUTION NO. 2025-35R

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE ENTERING INTO AGREEMENTS FOR THE INSTALLATION OF A MURAL AT 10 SOUTH MAIN STREET

WHEREAS, the City of North Salt Lake has adopted a Mural Art Program for the installation of public art on buildings within the City; and

WHEREAS, the City Council has appointed an Arts Committee for the purpose of identifying opportunities for public art; and

WHEREAS, the North Salt Lake Arts Committee has recommended to the City Council the location at 10 South Main Street for the installation of a mural as a complement to the Town Center and the redevelopment of Hatch Park currently under construction; and

WHEREAS, the Arts Committee has also recommended the artwork by the late David Montanaro, a longtime resident of North Salt Lake and owner of the proposed location be chosen to honor his talents and contributions to the arts community; and

WHEREAS, the Arts Committee has recommended an artist for the installation of the mural.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of North Salt Lake that the City is authorized to enter into the attached agreements for the purpose of creating a mural at 10 East Center Street.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 19th day of August, 2025.

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 Clayton _____
Council Member Jackson _____
Council Member Knowlton _____
Council Member Van Langeveld _____

**MURAL PROGRAM OWNER AGREEMENT
BETWEEN THE DAVID MONTANARO AND SHEILA MONTANARO REVOCABLE
LIVING TRUST AND CITY OF NORTH SALT LAKE**

THIS CITY OF NORTH SALT LAKE MURAL PROGRAM OWNER AGREEMENT (“Agreement”), is made and entered into as of _____, 2025, by and among City of North Salt Lake (“City”), and Sheila Montanaro, Trustee an individual, (“Owner”). City and Owner are referred to throughout this Agreement individually as “Party” and collectively as “Parties”.

RECITALS

A. City of North Salt Lake Mural Program was established in 2025 (“Mural Program”).

B. During the Mural Program, selected artists adorn structures with works of art (“Murals”).

C. Owner, who owns property located at 10 South Main Street, North Salt Lake, UT 84054 (“Property”), is entering into this Agreement and has granted consent to the City and a selected Artist to participate in the Mural Program (“Mural Program”) by submitting with this document a signed Owner Consent Agreement in the form attached as **Exhibit A**.

D. Owner is interested in the installation of a Mural on the Property.

E. The City’s Arts Committee has recommended an appropriate artist to City Council for selection.

F. Owner, City Council, and Artist have agreed upon a detailed sketch or digital rendering of the proposed Mural design including color and a visual representation within the dimension of the assigned structure face pursuant to the Artist Agreement attached hereto as **Exhibit B**.

G. City and Owner wish to enter into an agreement for participation in the Mural Program.

AGREEMENT

In exchange for valuable consideration, including the mutual covenants, agreements, and representations herein, the receipt of which is acknowledged, the Parties agree as follows:

1. Recitals. The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

2. Responsibilities of City. City is responsible for the following:

A. The selected artist will enter into the Artist Agreement attached hereto as **Exhibit B** with City for the creation of the Mural.

B. City agrees to pay the selected artist for the creation and installation of the Mural at the Property pursuant to the terms of the Artist Agreement.

C. The artist whose past artwork and qualifications are best suited for the Property and the Mural Program has been recommended by the Arts Committee and selected by City Council as described in the Artist Agreement. The selected artist will be paired with Owner who will approve the final design in collaboration with City Arts Committee and City Council.

D. City will ensure the Mural complies with City of North Salt Lake Mural Program Guidelines attached hereto as **Exhibit C** and any applicable laws.

E. Subject to limitations provided in this Agreement, City agrees to maintain the Mural as described in Section 4 of this Agreement for a period of five years from the date of completion.

3. Responsibilities of Owner. Owner is responsible for the following:

A. Owner will designate a structure face and extent of face for the installation of a Mural as a part of the Mural Program

B. Owner will be available to communicate with City to approve final design and for any installation needs.

C. Owner is responsible for providing the artist and City access to the Property for the design, installation, and maintenance of the Mural.

D. Owner is responsible for providing the artist, City, and public access to the Property to view the Mural.

E. Owner is responsible for maintaining access to the Mural in accordance with all codes of City and in compliance with the Mural Program.

F. Owner will designate an area of Property near the Mural which can be land or façade where City will install a plaque.

G. Owner agrees that City and the artist may use photos of the Mural on City's managed website and any promotional materials of City. City shall credit the artist in any such use. Owner shall ensure the artist is/are aware of and agrees to the foregoing.

H. Owner may not use or convert the artwork of the Mural as an advertisement after the expiration of the Maintenance Period as described in Section 4.

4. Maintenance Period.

A. City agrees to maintain the Mural in good repair for a period of five years from October 1, 2025, or the date on which the Mural has been fully installed on the structure (“Maintenance Period”). Owner must notify City of any damage, vandalism, or deterioration to the Mural. City will occasionally inspect the Mural for any damage, vandalism, or deterioration. If the Mural has been damaged, vandalized, or the Mural has deteriorated, City will determine if City can clean or repair the Mural itself. If City determines that it cannot clean or repair the Mural and City determines that the Mural can be repaired, City will give the artist the first opportunity to repair the Mural. If the artist does not respond or provide a repair date satisfactory to City, City may contract with another individual or entity to repair, replace, or remove the Mural at its sole discretion. City will notify Owner of its decision and anticipated completion date within 30 days of Owner’s notification.

B. Owner understands that City cannot guarantee that the Mural will remain installed for the five-year period. Vandalism, weather, deterioration or destruction of the Property, actions of third-parties, and events outside of the control of City may result in the Mural being removed partially or in whole before the end of the five-year period.

5. Effective Date and Duration.

This Agreement is effective as of the date first written above. Unless otherwise terminated pursuant to Section 6 below, this Agreement shall continue until the expiration of the Maintenance Period.

6. Termination

A. City shall have the right to terminate this Agreement at any time, upon finding that the Mural does not or will not fulfill or comply with Owner’s design specifications approved by City in the Artist Agreement.

B. Owner agrees to allow the Mural to remain at the Property for no fewer than five years. In the event Owner removes the Mural from the Property sooner than five years from the completion date of the Mural, Owner shall reimburse City all funds provided pursuant to this Agreement and the Artist Agreement. In the event Owner has a reasonable need to alter the Mural in the course of maintaining Owner’s building, as determined by City in City’s sole discretion, Owner shall not be responsible for reimbursing City for any costs associated with the Mural.

C. In the event Owner intends to redevelop, lease, sell, or transfer ownership of the Property, Owner shall notify City staff at least 30 days prior to the closing of the sale, transfer or redevelopment. The notice will include the following information about the Property’s new owner:

- i. Name
- ii. Address
- iii. Phone number

Upon the closing of the lease, sale, transfer or redevelopment, the responsibilities of Owner stated in this Agreement transfer to the new owner of the property.

City may terminate this Agreement upon notification to Owner at its sole discretion under this Agreement.

7. Default.

In the event any Party defaults in its obligations under the terms of this Agreement, in addition to all other remedies available, the non-defaulting Party can declare, at its option, this Agreement to be null and void. The non-defaulting Party of this Agreement shall be entitled to all costs and fees, including attorney's fees and costs, incurred to enforce the terms of this Agreement.

8. Indemnification.

Owner shall indemnify and hold City and its agents, employees, and officers harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, including personal injury or death, brought against City arising out of, in connection with, or incident to the execution of this Agreement and Owner's negligent performance or failure to perform any aspect of this Agreement; provided, however that if such claims are caused by or result from the concurrent negligence of City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Owner; and provided further, that nothing herein shall require Owner to hold harmless or defend City, its agents, employees, and/or officers from any claims arising from the sole negligence of City, its agents, employees, and/or officers. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

9. Nonexclusive.

This Agreement is not exclusive and does not limit City from entering into other agreements regarding the Mural Program.

10. Notice.

Any notice required or permitted under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

For City:

City of North Salt Lake
Attn: Community Development Director
10 East Center Street
North Salt Lake, UT 84054

For Owner:

Name: Sheila Montanaro, Trustee

Address: _____
City, State, ZIP: _____

11. Relationship of Parties.

This Agreement does not create any legal relationship between the Parties including, but not limited to, that of partner, employee, agent, or contractor.

12. Third-Party Benefits.

This Agreement is for the sole benefit of the named Parties and City of North Salt Lake. Nothing contained in this Agreement is for or may be relied upon for the benefit of any other third party.

13. Assignment and Delegation.

A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent.

14. Amendments.

City and Owner may amend this Agreement by mutual written agreement. Any other modification is prohibited and invalid.

15. Severability.

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall remain valid and binding upon the Parties. In the event that any part of this Agreement shall be determined unlawful or invalid by a court of competent jurisdiction then the remaining provisions shall continue in full force and effect.

16. Waiver.

Any failure or delay by either Party to exercise any right, power, or privilege or to insist upon observance or performance of a provision in this Agreement shall not operate or be construed as a waiver. One or more waivers by either Party of any provision, term, condition, or covenant shall not be construed by the other Party as a waiver of any subsequent breach of the same by the other Party.

17. Dispute Resolution.

Any dispute arising under or relating to this Agreement will be resolved in the following order:

A. Good faith negotiations between the Parties for a limit of 90 days unless otherwise extended by mutual written agreement;

B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and

C. Litigation. If a Party incurs any legal costs or attorney's fees in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such costs and fees.

18. Governing Law and Venue.

This Agreement is governed, construed, and interpreted under the laws of the State of Utah. Any suit arising from this Agreement must be brought within the appropriate court in Davis County, Utah.

19. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings or agreements between the Parties.

20. Authorization.

Each of the Parties executing this Agreement represents that it has taken all the steps necessary to make this Agreement binding upon it. All Parties signing this Agreement represent that they are duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon that Party for which he/she signs.

21. Laws and Regulations.

At all times during this Agreement, Owner and all artwork performed under this Agreement must comply with all applicable federal, state, and local laws, rules, codes, orders, constitutions, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision, including but not limited to hiring, selection of training, promotion, transfer, recruitment, or rates of pay, because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

22. Government Records Access and Management Act.

City is a governmental entity that is subject to Utah's Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to -901. Any documents produced or collected under this Agreement may be subject to public access. If Owner believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), Owner must clearly mark such documents as "Proprietary" or "Confidential" and provide a written claim of business confidentiality to City that complies with Utah Code Ann. § 63G-2-309(1). Owner agrees to

cooperate with and to supply any requested records to City with any public records request. This obligation will survive any suspension or termination of this Agreement.

23. Conflicts of Interest.

A. **Officer or Employee.** Owner represents that none of his or her officers or employees are elected officials, officers, employees, volunteers, or agents of City or its affiliates, unless Owner has made such disclosure to City prior to execution of this Agreement. Owner represents and warrants that none of his or her officers, employees, or immediate family members of his or her officers or employees is or has been an elected official, officer, employee, volunteer, or agent of City or its affiliates who influences City's procurement process.

B. **Gifts.** Owner represents and warrants that he or she has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of City or its affiliates who influences City's procurement process.

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

OWNER:

Signed: _____

By: _____

Title: Trustee, David Montanaro and Sheila Montanaro Revocable Living Trust

CITY OF NORTH SALT LAKE:

Brian Horrocks, Mayor

EXHIBIT A
OWNER CONSENT AND RELEASE

The undersigned (“Owner”) gives its consent to City of North Salt Lake (“City”) and to Sheila Montanaro (“Owner”) to participate in the Mural Program, including consent for Owner, City, and any contractors of City to access the location at 10 South Main Street, North Salt Lake, UT 84054 (“Property”) to paint a Mural and to perform any subsequent maintenance obligations.

1. Owner represents and warrants to City that:
 - a. Owner is the legal and beneficial owner of Property;
 - b. Owner has full power and authority to grant the above consent and the below release and indemnity; and
 - c. No other person or entity is required to consent to participation in City of North Salt Lake Mural Program including, without limitation, any tenant, occupant, or operator.
2. All provisions found in Paragraph 8 of this Agreement shall apply to this Owner Consent and Release.
3. Owner agrees to allow the Mural to remain at the Property for no fewer than five years. In the event the Mural is removed from the Property by Owner sooner than five years from the completion date of the Mural at the Property, Owner will reimburse City all funds provided pursuant to this Agreement.
4. City agrees to maintain the Mural in good repair for a period of five years from October 1, 2025, or the date in which the Mural has been fully installed on the structure (“Maintenance Period”). Owner must notify City of any damage, vandalism, or deterioration to the Mural. City will occasionally inspect the Mural for any damage, vandalism, or deterioration. If the Mural has been damaged, vandalized, or the Mural has deteriorated, City will determine if City can clean or repair the Mural itself. If City determines that it cannot clean or repair the Mural and City determines that the Mural can be repaired, City will give the Artist the first opportunity to repair the Mural. If the Artist does not respond or provide a repair date satisfactory to City, City may contract with another individual or entity to repair, replace, or remove the Mural at its sole discretion. City will notify Owner of its decision and anticipated completion date within 30 days of Owner’s notification.
5. Owner understands that City cannot guarantee that Mural will remain installed for the five-year period. Vandalism, weather, deterioration or destruction of the Property, actions of Owner, Owner, and their invitees, and events outside of the control of City may result in the Mural being removed partially or in whole before the end of the five-year period.
6. In the event Owner intends to sell or transfer ownership of the Property, Owner will notify City staff at least 30 days prior to the closing of the sale or transfer. The notice will include the following information about the Property’s new owner:
 - a. Name
 - b. Address

c. Phone Number

Upon the closing of the lease, sale, or transfer, Owner's responsibilities of this agreement transfer to the new owner of the Property.

OWNER / AUTHORIZED SIGNATORY OF PROPERTY OWNER:

Signed: _____

By: _____

Title: Trustee, David Montanaro and Sheila Montanaro Revocable Living Trust

**EXHIBIT B
AGREEMENT FOR
ARTIST'S COMMISSIONED WORK FOR INCLUSION IN THE
CITY OF NORTH SALT LAKE MURAL PROGRAM**

EXHIBIT C
CITY OF NORTH SALT LAKE MURAL PROGRAM
attach Mural program document

**AGREEMENT BETWEEN
CITY OF NORTH SALT LAKE, SHEILA MONTANARO, TRUSTEE, DAVID
MONTANARO AND SHEILA MONTANARO REVOCABLE LIVING TRUST, OWNER
AND
JEAN MONTANARO, ARTIST**

Artist's Commissioned Work to Include Design, Fabrication,
Transportation, and Installation of Work of Art

THIS AGREEMENT ("Agreement") is executed this ___ day of _____, 2025, between City of North Salt Lake ("City"), a body corporate of Utah, Jean Montanaro ("Artist"), an individual, and Sheila Montanaro, Trustee ("Owner"), David Montanaro and Sheila Montanaro Revocable Living Trust. City, Artist, and Owner are referred to herein individually as "Party" and collectively as "Parties".

RECITALS

A. City has determined to commission Artist to design and install a mural ("Mural") for City of North Salt Lake Mural Program ("Program"), which facilitates the installation of murals on structures located throughout City of North Salt Lake.

B. City made this determination after concluding Artist submitted the most favorable proposal to the Program upon City's solicitation.

C. Sheila Montanaro is Owner ("Owner") of a structure located at 10 South Main Street, North Salt Lake, UT 84054 and described in Exhibit A ("Property"), on which City desires to install the Mural.

D. Through this Agreement, Artist, Owner, and City will agree upon a detailed sketch or digital rendering of the proposed Mural design including color and visual representation within the dimensions of the assigned structure face and a brief written description of the proposed Mural (hereinafter referred to as the "Proposal"); and

AGREEMENT

In exchange for valuable consideration, including the mutual covenants, agreements, and representations herein, the receipt of which is acknowledged, City and Artist agree as follows:

1. SCOPE OF SERVICES.

A. **Artist's Responsibilities.**

(1) Artist shall design the Mural based on the Proposal and shall submit the design to City for final approval.

(2) No later than ninety (90) days after receiving City's approval per Section 1(B)(1), Artist shall completely install the Mural.

(3) The Mural shall be the original creation of Artist or a creation Artist has the right to reproduce.

(4) Artist shall not create an identical or substantially similar copy of the Mural, nor shall Artist permit others to do so.

(5) The Mural shall not infringe any copyright, trademark, or other intellectual property or personal right.

(6) Artist shall ensure the Mural is free and clear of liens or encumbrances from any third parties.

(7) Artist may not be subject to any adverse claim to the Mural, including the design or content of the Mural.

(8) Artist shall create the Mural within the parameters of the approved Proposal, the final design approval, and the provisions of this Agreement.

(9) Artist shall follow the guidelines provided in the North Salt Lake Mural Program, attached as **Exhibit B**.

(10) Artist shall ensure the Mural meets all requirements of third-party funding sources, including grants.

(11) If the Mural requires an anti-graffiti coating per Section 1(B)(3), Artist shall apply the coating provided by City.

(12) Artist may request City provide lift or ladder equipment for use in painting the Mural. To receive such per Section 1(B)(4), Artist shall notify City at least three weeks in advance. Artist shall use the equipment safely and per all applicable laws.

B. City's Responsibilities.

(1) Within 30 days of receiving the design per Section 1(A)(1), City shall approve, reject, or request modification of the design.

(2) Notwithstanding Section 1(A)(3), City shall not prohibit Artist from using depictions of the Mural in personal promotional materials such as portfolios and resumes.

(3) If City determines the Mural requires an anti-graffiti coating, City shall, at its expense, provide the coating and all materials required for application to Artist.

(4) City shall provide lift or ladder equipment to Artist for use in installing the Mural if requested per Section 1(A)(12). City shall bear the cost of renting, delivering, setting up, and removing the equipment.

2. REPRESENTATIONS AND WARRANTIES.

A. Artist warrants that the Mural, as fabricated and installed, will be free of defects in material and workmanship including, but not limited to, any defects which cause or accelerate deterioration of the Mural.

B. The Parties warrant that the Mural is intended to be in place for a minimum of five years.

C. Artist acknowledges that City cannot guarantee that the Mural will remain in place for the minimum five-year period.

3. MURAL REMOVAL AND REPAIR.

A. In the event the Mural is damaged by vandalism, weather, deterioration or destruction of the Property, actions of Owner, or events outside of City's control, City may remove the Mural before the end of the minimum five-year period at its own expense.

B. If the Mural is damaged, City will determine whether or not to repair the Mural, and City determines it cannot repair the Mural, City shall provide Artist, via written notice, a right of first refusal to repair the Mural. Within 30 days after receiving this notice, Artist shall submit a written repair proposal detailing whether Artist will repair the Mural. If Artist agrees to repair the Mural, the proposal shall specify a date by when Artist will repair the Mural if City then determines to have Artist repair the Mural, City shall pay Artist \$ 5 per square foot repaired, with a minimum payment of \$100. If Artist does not respond to the notice per these terms, or City and Owner determine Artist is unable to restore the Mural within an agreed timeframe, Artist will lose its right of first refusal, and City may contract with another entity to repair, replace, or remove the Mural.

C. If Owner's negligence causes the Mural's removal per Subsection (A), or Owner removes the Mural without City's permission, Owner shall pay City the purchase price of the Mural.

D. If the Mural is determined, in City's sole discretion, to be defective in workmanship or materials in a way that removal or significant repair before five years is necessary, City may remove or repair the Mural, and Artist shall bear the expense of such.

E. In the event Owner has a reasonable need to alter the Mural in the course of maintaining Owner's building, as determined by City in City's sole discretion, Owner shall not be responsible for reimbursing City for any costs associated with the Mural.

4. COMPENSATION.

A. **Purchase Price.** For creation of the Mural and fulfillment of all covenants provided in this Agreement, City shall pay Artist \$ 3,000 ("Purchase Price"), for the design

and installation of the mural, and insurance. Additionally, City shall reimburse the Artist for the actual costs of supplies, equipment rental (excluding equipment provided by City), and building prep work not to exceed the budget below, unless approved by the City as authorized by the City Council. Artist shall be responsible for any fees incurred for assistance from contractors, agreements between Artist and Owner, or other third parties.

Paint and Painting Supplies:	\$1,200
Anti-Graffiti Coating:	\$1,000
Scissor Lift Rental & Delivery	\$2,000
Building Prep (cleaning)	\$300

B. Installments.

(1) City shall pay 30% of the Purchase Price to Artist upon execution of this Agreement and within 30 days of Artist delivering an invoice to City. The invoice (i) must be satisfactory in form and substance to City, in its sole discretion; (ii) may not be submitted prior to Artist receiving approval of the Proposal; (iii) must include the Purchase Price; (iv) may include the cost of insurance.

(2) As a condition to receiving payment of an invoice, Artist shall submit a completed W-9 form to City.

(3) City shall reimburse Artist for all approved items included in Agreement upon providing an invoice, including receipts, as applicable, within 30 days of City's receipt of a complete invoice.

(4) City shall pay the remaining portion of the Purchase Price to Artist upon completion of the Mural and within 30 days of Artist delivering an invoice to City.

(5) If Artist fails to perform under this Agreement, Artist shall reimburse City for any monies paid to Artist under this Agreement. This includes (i) failing to completely install the Mural by the agreed completion date; (ii) installing a mural that deviates materially from the Proposal, the final design approval, or the provisions of this Agreement; or (iii) failing to coordinate and cooperate with City and Owner. This paragraph is exempt from Section 17 of the Agreement, and either Party may pursue any available remedy to enforce the terms of this paragraph. Artist shall reimburse City for any legal costs and attorney's fees incurred by Owner or City to enforce the terms of this paragraph.

5. TERM.

A. The term of this Agreement shall commence on the day and date first above written and shall continue until completion of the Mural by Artist, installation, and final acceptance by City. All time frames for services to be performed by Artist under this Agreement shall be governed by the [TIMELINE EXHIBIT, if applicable], attached as Exhibit C.

B. The timeline may be amended by both Parties as agreed in writing.

6. TERMINATION.

Except as provided in this Agreement, City or Owner has the right to terminate this Artist Agreement at any time if it determines that the Mural does not or will not fulfill or comply with City's requirements or specifications as provided for in the CFA and Artist's approved Proposal. Upon such termination, Artist retains all rights to the concept, design, and the Mural itself, including the right to complete, exhibit and sell an image of the Mural. If Artist is unable to complete the Mural and removal is necessary, the removal will be at the expense of Artist. Artist shall reimburse City the amount under Section 2 of this Artist Agreement in the event Artist fails to complete the Mural pursuant to the terms of the approved Proposal and the terms of this Artist Agreement. City, in its sole discretion, may agree to accept portions of the incomplete Mural and may provide Artist with a proportional reimbursement which reflects the value of the completed work. If a Property is sold, leased, or transferred, the responsibility of Owner shall transfer to the new owner upon the closing of the sale, lease, or transfer of the Property.

7. OWNERSHIP.

In consideration of participating in the Program, City will own the Mural upon Artist's completion and installation of the Mural. City will be entitled to exercise all rights previously held by Artist in and to the Mural including, but not limited to, any and all rights arising under all applicable intellectual property laws. Artist agrees that, as of the date the Mural is completed and installed, Artist automatically transfers and assigns to City all of his or her rights under all applicable intellectual property laws. Artist also waives and relinquishes all other rights Artist may have in and to the Mural including, but not limited to, Artist's rights under the Visual Artists Rights Act of 1990 (as defined and expressly waived below):

ARTIST ACKNOWLEDGES HIS OR HER RIGHTS OF ATTRIBUTION AND INTEGRITY GENERALLY CONFERRED BY SECTION 106A(A) OF TITLE 17 OF THE UNITED STATES CODE (THE VISUAL ARTISTS RIGHTS ACT OF 1990), AND ANY OTHER RIGHTS OF THE SAME NATURE GRANTED BY OTHER FEDERAL, STATE OR FOREIGN LAWS. ARTIST KNOWINGLY WAIVES HIS OR HER RIGHTS THEREUNDER WITH RESPECT TO THE MURAL.

8. NOTICE.

Artist agrees to keep City notified in writing of changes in Artist's address. Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

City:
City of North Salt Lake
Attn: Community Development Director
10 East Center Street
North Salt Lake, UT 84054

Artist:
Name: _____
Address: _____
City, State, ZIP: _____

9. INDEMNIFICATION.

Artist agrees to protect, defend, release, indemnify and hold harmless Owner and City and its officials, officers, employees, and agents from and against any and all losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (a) any claim by a third party that the Mural or anything made, used, sold, or otherwise disposed of, in or as a result of this Artist Agreement, allegedly infringes any trademark, copyright, patent, trade secret or other intellectual property right of a third party; (b) loss of or damage to the property of any Party or third person arising from the negligence or willful misconduct of Artist, his or her representatives, agents or employees in the performance of this Artist Agreement; or (c) death or personal injury to the agents of any Party or to any third person, arising from the negligence or willful misconduct of Artist, his or her representatives, agents or employees in the performance of this Artist Agreement.

10. INSURANCE.

Artist, at his or her own cost and expense, must secure and maintain Comprehensive General Liability Insurance with City as a named insured in the minimum amount of \$1,000,000.00 in the aggregate and \$500,000.00 per occurrence. The policy must provide that coverage will not be canceled or reduced without at least 30 days' prior written notice to City. Certificates evidencing such insurance coverage must be filed with City prior to or upon execution of this Artist Agreement. The cost of this insurance coverage is an eligible expense to be included in Artist's invoice to City.

11. RELATIONSHIP OF PARTIES.

For purposes of this Artist Agreement, it is understood that Artist is an independent contractor. No other legal relationship has been formed by this Artist Agreement, and in no manner is Artist an employee or agent of City. Artist is not entitled to any of the benefits associated with such employment. Artist is responsible for all applicable federal, state, and local taxes and all FICA contributions as provided herein. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party. Nothing contained in this Artist Agreement inures to the benefit of third parties. All negotiations relative to this Agreement and the transactions contemplated by and under this Artist Agreement have been carried on without the intervention of any person whose act or acts would give rise to any valid claim against any Party to this Artist Agreement for a finder's fee, brokerage commission, or other like payment.

12. FORCE MAJEURE.

Neither Party to this Artist Agreement will be held responsible for delay or default caused by reason of a fire, riot, strike, labor trouble, acts of God or any other cause beyond the reasonable control of such Party (financial inability excepted). The Parties may terminate this

Artist Agreement by mutual written agreement after determining such delay will prevent successful performance of this Artist Agreement.

13. SEVERABILITY.

In the event that any provision of this Artist Agreement shall be held invalid and unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have an effect on, the remaining provisions of this Artist Agreement.

14. GOVERNING LAW AND VENUE.

This Artist Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Artist Agreement must be brought in a court of competent jurisdiction in Davis County, Utah.

15. ENTIRE AGREEMENT.

This Agreement contains all the representations and the entire agreement between the Parties with respect to the Program. Except as otherwise specified in this Artist Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Artist Agreement. This Artist Agreement may be modified only by a written instrument signed by the Parties.

16. NON-APPROPRIATION OF FUNDS OR CHANGES IN LAW.

A. Upon 30 days' written notice delivered to Artist, this Artist Agreement may be terminated in whole or in part at the sole discretion of City, if City reasonably determines:

(1) A change in federal, state, or local law materially affects the ability of either Party to perform under this Agreement; or

(2) A change in available funds affects City's ability to pay under this Agreement.

B. If this Artist Agreement is terminated under this Section, City shall reimburse Artist for any work approved and properly performed in relation to the Mural until the effective date of said notice. City is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

17. DISPUTE RESOLUTION.

A. Any dispute arising under or relating to this Artist Agreement will be resolved in the following order:

(1) Good faith negotiations between the Parties;

(2) Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and

(3) Litigation.

B. If a Party incurs any legal or attorneys' fees or costs in the course of resolving the dispute arising under or relating to this Artist Agreement, the prevailing Party may recover such fees and costs.

18. LAWS AND REGULATIONS.

At all times during this Artist Agreement, Artist and City shall comply with all applicable federal, state, and local laws, rules, codes, orders, constitutions and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision, including but not limited to hiring, selection of training, promotion, transfer, recruitment, or rates of pay, because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

19. STATUS VERIFICATION.

Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to -402, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. Artist will provide City a certification of its compliance with this requirement prior to performing work under this Agreement.

20. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT.

City is a governmental entity and is subject to Utah's Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to -901. Any documents produced or collected under this Agreement may be subject to public access. If Artist believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), Artist must clearly mark such documents as "Proprietary" or "Confidential" and provide a written claim of business confidentiality to City that complies with Utah Code Ann. § 63G-2-309(1). Artist agrees to cooperate with and to supply any requested records to City with any public records request. This obligation will survive any suspension or termination of this Artist Agreement.

21. TIME OF THE ESSENCE.

For the completion of the Mural, time is of the essence. Artist is liable for all reasonable damages to City as a result of Artist's failure to timely perform the Mural and obligations required under this Agreement.

22. CONFLICTS OF INTEREST.

A. **Officer or Employee.** Artist represents that none of his or her officers or employees are elected officials, officers, employees, volunteers, or agents of City, its affiliates, unless Artist has made such disclosure to City prior to execution of this Agreement. Artist represents and warrants that none of his or her officers, employees, or immediate family members of his or her officers or employees is or has been an elected official, officer, employee, volunteer, or agent of City, or its affiliates who could influence City's procurement process.

B. **Gifts.** Artist represents and warrants that he or she has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of City, or its affiliates who could influence City's procurement process.

23. ASSIGNMENT AND DELEGATION.

A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent.

24. SUBCONTRACTORS.

Performance of the work associated with the Mural under this Artist Agreement may not be subcontracted to another individual or entity without City's prior written consent. City may withhold its consent in its sole discretion. If a subcontractor is permitted to perform the work associated with the Mural under this Artist Agreement, Artist is responsible for the subcontractor's performance. The subcontractor is subject to all of the terms of this Artist Agreement that apply to Artist except for invoices and payments. City will accept invoices only from Artist and will make payments only to Artist.

25. NOT EXCLUSIVE.

Artist understands that this Artist Agreement is not exclusive. City may contract with other individuals or entities to provide the same or similar services. This Artist Agreement does not guarantee any amount of work.

26. PUBLICITY.

Artist must submit all advertising and publicity matters relating to this Artist Agreement to City for City's written approval in its sole discretion.

27. DOCUMENT RETENTION.

Artist must retain all working papers, reports, and all necessary records to properly account for Artist's performance and the payments made by City to Artist under this Artist Agreement. These records shall be retained by Artist for at least five years. City may extend the

retention period by written notice. Artist agrees to make all documents related to this Artist Agreement available to City or third parties upon City's request.

28. AMENDMENTS.

This Artist Agreement may only be modified by the mutual written agreement of the Parties. Any such amendment will be attached to and incorporated into this Agreement.

29. WAIVER.

Failure by either Party to insist upon the strict performance of any condition of this Artist Agreement or to exercise any right or remedy found under this Artist Agreement does not constitute a waiver. Either Party may waive any of its rights or any obligations of the other Party by written notice to the other Party. No waiver may affect or alter the remainder of this Artist Agreement. Every other condition in Artist Agreement will remain in full force with respect to any existing or subsequently occurring default.

30. SURVIVAL.

Termination of this Artist Agreement does not extinguish or prejudice City's right to enforce this Artist Agreement with respect to any default or defect in the Mural that has not been cured or for any term that explicitly survives the termination of this Artist Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ARTIST:

Signature

Print Name

CITY:

Brian Horrocks, Mayor

OWNER:

Signature

Property Address

Exhibit A
Property

Parcel #: 01-104-0016

Legal Description: BEG ON S LINE OF A STR AT A PT S 89^56' W 407.2 FT & S 0^19'05" E 33.0 FT FR NE COR OF SEC 11-T1N-R1W, SLM; & RUN TH S 0^19'05" E 82.80 FT ALG W LINE OF A STR; TH S 89^56' W 130.42 FT; TH N 25^59'45" E 92.18 FT TO S LINE OF A STR; TH N 89^56' E 89.56 FT ALG S LINE OF SD STR TO POB. CONT. 0.20 ACRES.

Exhibit B
City of North Salt Lake Mural Program
[Insert Mural Program Document]



Aerial





STOP



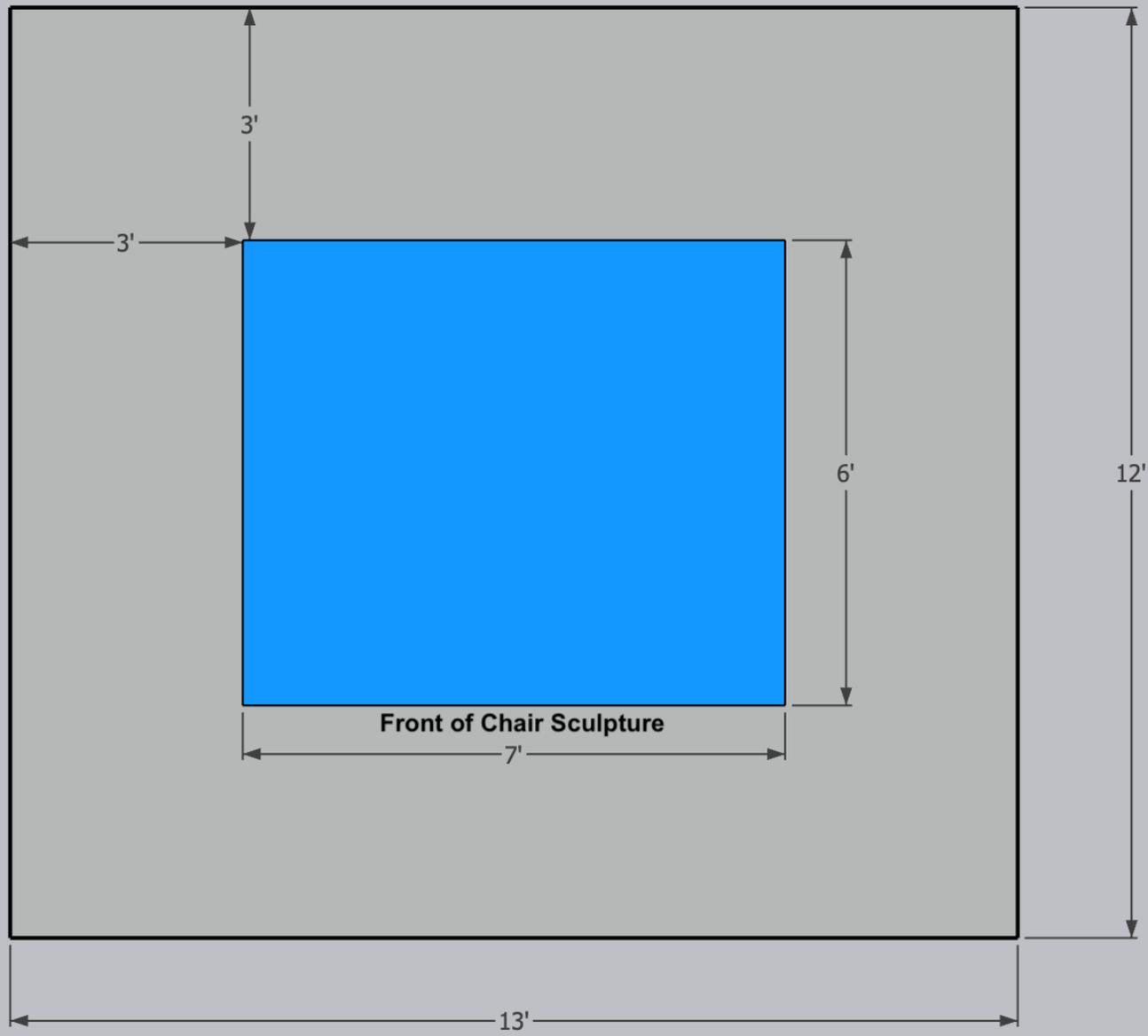
5' 9 5/16"



6' 8 7/8"

2' 10"

8'





CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, Utah 84054
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Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: August 19, 2025

SUBJECT: City Council Strategic Planning Retreat information

At our first meeting of the Strategic Planning Retreat you identified a list of issues that were important to each of you. I have attached to this memo a summary document of those issues.

You will note that there is a list of issues for each elected official (alphabetical order). The next part of the attached document is a table which contains those same issues with columns where the issues are categorized. My purpose in organizing the issues in this way is to assist the Council in determining how each of these issues should be treated moving forward and which issues should be included in a strategic plan document.

As I have worked with this information since the August 5 meeting, I made the following observations that I hope are helpful to you:

- 1) Many of the items can and should be added to the City's Action Item list.

Several of the issues are task-oriented and though some may also require being on a future Council meeting agenda for discussion or action, they can be added to our Action Item report and dealt with effectively in that way. It has been the Council's practice that any individual member of the Council may add tasks to the Action items document (unless the Council objects, which is rare). You may also note that some of the issues raised are already on the Action Item list.

- 2) Several issues are significant policy issues and questions that the Council should consider including in your strategic plan as goal statements or objectives.

This is a subjective matter of opinion and I have made a first attempt to categorize what could be Council goals, objectives or policy statements in your strategic plan. You will see that some of the issues in this column are significant project-related goals or you might say

they are big Action Items. But, I included them because they may also represent new directions and the creation of new policy positions by the Council such as a housing strategy. To explain further, the creation of a housing plan or strategy is certainly a task, but the content of that task will require City Council policy decisions since the plan will set goals and establish strategies for “how” the City will move forward on the use of its housing funds.

Some of the issues I placed in this category may be determined by the City Council to be future action items, but only after additional discussion. Discussing the status of these issues is where we will want to spend a significant amount of time during the retreat.

The second meeting of the Strategic Planning Retreat has three purposes:

- 1) Evaluate the issues from the August 5 meeting and determine how to proceed with each of them.

You can use the attached table to help you prepare for this part of the meeting. Keep in mind that the Council can and should address all of the issues raised even if many of those issues will never be in the strategic plan. Issues can still be part of our work program moving forward.

- 2) Identify what issues should be included in the 2025 Strategic Plan.

For this task, it would be good to review the far-right column on the table under Strategic Planning Objectives. We will go through an exercise to determine which items should be included in the plan.

- 3) Collaborate on the format, structure, style or type of strategic plan document you wish to create.

It will be helpful for you to review the four plans previously provided. This question is not as simple as, should the plan be big or small, simple or complicated; rather, it is getting at what is the right level of description, strategy and measurement for our City as we put forward our most important priorities for this year. This should be a discussion of the relative level of detail you wish to articulate in your future plan in order to accomplish your desired implementation.

City Council Issues – August 5, 2025

Baskin

- 1) Addressing in the newly annexed area.
- 2) Citywide name change
- 3) Concern over 4 day 10 hour work schedule – revise schedule for city hall to be open on Fridays
- 4) Place reports (CC, Mayor, CM) at the beginning of Council meeting agendas
- 5) Have a future closed session as part of Strategic Planning meetings

Clayton

- 1) Appreciates and supports code enforcement cleanup in certain areas (Orchard Drive)
- 2) Emphasize civic event participation for all neighborhoods – Rotate CC member assignments to attend events
- 3) Cost and attendance data for events/prioritize civic events (there are a lot)
- 4) Would like a City motto: A city where all feel welcome, valued and belong. Other idea: Enhancing quality of life and meeting the expectations of our North Salt Lake residents, businesses, employees and visitors
- 5) Fire Safety Plan similar to PW annual report
- 6) City should have a public swimming pool
- 7) City should include business highlights in City communications (social media, newsletter, website)

Horrocks

- 1) Should have a ribbon cutting at Foxboro Wetlands Park
- 2) Council should attend National League of Cities Conference in SLC in November
- 3) City should become a Just Serve designated City.
- 4) City should participate in the 250 year Statewide celebrations
- 5) Ribbon cutting for Hatch Park
- 6) 2026 Civic Events: How to determine how many and which events
- 7) Improve the golf course reception center (aesthetics, cleanliness, flower beds)
- 8) City should investigate feasibility of a bridge over RR at Center Street

Jackson

- 1) Beautification of Eagleridge Drive
- 2) One beautification project annually at a city entrance or major corridor
 - a. CC should decide how much funding each year
 - b. CC should have a plan of which areas/projects to do
- 3) City-sponsored events should be chosen based on representing all citizens (subsets to rotate) and not cause division in the community.
- 4) Fire preparedness and strategy (report on pressures and fire storage); communicate readiness to the citizens of the City

- 5) RDA Funding – what is possible, plan for use of funds including use of housing funds for homeowner assistance
- 6) Incentivizing businesses to come to NSL – local market analysis, identification of incentives, identification of attraction strategies and role of CC members in business attraction

Knowlton

- 1) Make efforts to beautify the City; signage and roundabouts
- 2) How to leverage Hatch Park to improve the Town Center
- 3) Improve quality of US 89 through UDOT agreement, collaboration with neighboring communities, South Davis Greenway
- 4) I-15 Project: How to get what we want in the I-15 project?
- 5) Trails plan is a priority
- 6) Housing Plan: what is it? Needs a solid policy statement
- 7) Chevron
- 8) Sustainability – should be explored in discussions with the City Council
- 9) Creation of a City identity; need a citywide survey; could this be a ballot question?
- 10) What services could be combined with neighboring cities?

VanLangeveld

- 1) Comments on Strategic Plan: 1) it is a Council document not subject to public input; 2) prefers a smaller, streamlined plan annually; 3) wants City staff input
- 2) Prioritize results of Wellness Survey to address top 3 concerns:
 - a. Lack of cultural opportunities
 - b. Environmental quality/air quality
 - c. Connection to NSL to achieve an increase in personal well-being
- 3) Marketing plan for the City:
 - a. Advertising the benefits and strengths of NSL
 - b. Control our story; Become a benefit to residents, businesses, econ. dev., reputation
 - c. Create strategies to address fragmented community and build neighborhood identity:
 - i. East side
 - ii. Mid town
 - iii. West side
 - d. Have more strategic purposes when planning city events that support building up neighborhoods
- 4) Prioritization process for Civic events
- 5) City App
- 6) Trail around the entire City (circuit) and around every public park – elevated Highline trail in NYC as an example. Make circuit trail stand out. Make more investment in trails
- 7) Public Safety annual report (like PW report)
- 8) Include Health & Wellness policies in the General Plan
- 9) Adoption of a homeless resources plan – could RDA funds be used?
- 10) Public Art
- 11) Code changes to expand tax base and bring businesses into City
- 12) Review incompatible land uses and zoning between industrial/commercial and residential

<u>Issue</u>	<u>Action Item</u>	<u>Future Work Session</u>	<u>Strategic Planning Objective</u>
<u>Baskin</u>			
City addressing of annexation area	Action Item #5		
Citywide name change			X
4/10 work schedule			X
CC, CM, Mayor reports 1 st on agendas	X		
Future closed session	X		
<u>Clayton</u>			
Support Code Enforcement in neighborhoods	X		
Planning for civic events for all neighborhoods/Formal CC member assignments to attend	X	X	
Cost and attendance data used to prioritize civic events	X	X	
City Motto			X
Fire Safety Plan			X
Public Swimming Pool			X?
Highlight City businesses in communications	X		
<u>Horrocks</u>			
Foxboro Wetlands ribbon cutting event	X		
CC to attend NLC in SLC in 2025	X		
Become a Just Serve designated city	X		
Participate in semiquincentennial	Action Item #4		
Hatch Park ribbon cutting	X		
Civic events-how many and what events?	X	X	
Improve golf course reception center	X		
Bridge over RR on Center Street			X?
<u>Jackson</u>			
Beautification of Eagleridge Drive	Action Item #6		
One beautification project annually at entrances or major corridor			X
Civic events-processes for selecting events	X	X	
Fire Preparedness strategy and plan	X	X	
RDA funding-Housing Plan w/RDA funds			X
Economic Development Objectives			X
<u>Knowlton</u>			
Efforts to beautify City			X
Use of Hatch Park to improve Town Center	X	X	
Improve quality of US89	Action Item #14		X?

Leverage I-15 project to get what City wants	X	X	
Trails Plan as a priority (funded in Trails Committee)			X
Housing Plan needed: Policy Statement(s)			X
Chevron	Action Item #23		
Sustainability			X
City Identity			X
Combining services with other communities			X?
VanLangeveld			
Comments on Strategic Plan: CC document, streamlined, staff input	X	X	
Prioritize Wellness Survey results: Cultural opportunities; Environmental quality; Connections related to personal wellness			X
Marketing plan for the City: Advertisement; Control narrative; strategies for fragmented areas of the City;			X
Civic events: more strategically focused on neighborhoods	X	X	
City App	Action Item #8		
Trails around entire City (circuit) and around every City park			X
Public Safety Annual Report	X	X	
H&W policies in the General Plan	X	X	
Homeless Resources Plan (use RDA funds?)			X
Public Art – Art Committee working on this	X	X	
Code changes to expand tax base and bring businesses to the City			X
Review of land use incompatibilities	X	X	