



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA SEPTEMBER 2, 2025

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on September 2, 2025 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.

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:

WORK SESSION – 6:00 p.m.

1. Quarterly Financial Report for Period Ending June 30, 2025
2. Discussion of Proposed 2026 Civic Events
3. Discussion of City Hall Use Policy
4. City Manager Update on Status of Hatch Park Construction
5. Adjourn

REGULAR SESSION – 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Suzette Jackson
3. Citizen Comment
4. Council Reports
5. City Attorney Report
6. Mayor's Report
7. City Manager Report
8. Consideration of Resolution 2025-36R: A Resolution Authorizing the City to Sign a Proclamation of Commitment to Volunteerism and to Participate in the JustServe City Program
9. Consideration of Resolution 2025-37R: A Resolution Supporting America250 and Recognizing and Approving the North Salt Lake Civic Events Committee as its Official Utah250 Community Committee
10. Consideration of Ordinance No. 2025-16: An Ordinance Amending the City's Self Storage and Storage Shed Overlay Zone Map to Include the Property of 100 West Center Street
11. Consideration of Resolution 2025-38R: A Resolution Approving an Interlocal Agreement Between the City of North Salt Lake and Bountiful City for Dispatch Services

12. Consideration of Resolution 2025-39R: A Resolution Approving an Interlocal Agreement Between Several Davis County Governments for the Purpose of Providing SWAT Services
13. Consideration of Resolution 2025-40R: A Resolution Declaring a Police Department Firearm as Surplus Property and Authorizing Its Transfer of Ownership to a Retiring Officer in Good Standing
14. Consideration of Resolution 2025-41R: A Resolution Authorizing the City Manager to Execute Documents Related to the Sale of City Property Located at 596 East 2600 South to the Utah Department of Transportation Related to the I-15 Reconstruction Project
15. Consideration of Resolution 2025-42R: A Resolution Declaring a Vehicle as Surplus Property, Authorizing its Disposal and Authorizing the Purchase a New Vehicle in the Amount of \$59,918
16. Consideration of Ordinance No. 2025-15: An Ordinance Amending Title 1, Chapter 15, Sections 1 and 2, City Code, Pertaining to Written Minutes, Policy and Procedure for Approval
17. Consideration of City Manager's Request for City Council Approval of Secondary Employment
18. Approval of City Council Minutes of August 19, 2025
19. Discussion of Action Items
20. 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. This meeting will be broadcasted live through the City's YouTube channel: <https://www.youtube.com/@nslutah4909/streams>

Notice of Posting:

I, the duly appointed Deputy City Recorder for the City of North Salt Lake, certify that copies of the agenda for the City Council meeting to be held **September 2, 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 28, 2025


Wendy Page, City Recorder



Summary Guide of City Council Agenda Items for September 2, 2025

This document is provided as a way to briefly understand the most important content and purposes of the agenda items at the upcoming meeting. It is hoped that this summary guide will assist you as you study in preparation for this meeting.

Work Session – No Council Action Required

- a. Quarterly financial report for the period ending June 30, 2025.
- b. Discussion of Proposed 2026 Civic Events
- c. Discussion of City Hall Use policy
- d. City Manager update on status of Hatch Park Construction

Regular Session

Item 4-7: City Council, City Attorney, Mayor and City Manager reports have been moved to the beginning of the Council agenda.

Item 8: Consideration of Resolution 2025-36R: Approving a JustServe proclamation and participation in the JustServe City program – Council action required.

- a. This resolution affirms the City's intention to be classified as a JustServe City and expresses our commitment to volunteerism.
- b. There is no immediate financial impact of this item at the present time, though as volunteerism in the City grows, there may be future expenditures supporting projects or events.

Item 9: Consideration of Resolution 2025-37R: Approving the City's support and inclusion as a Utah250 Community – Council action required.

- a. This resolution affirms the City's intention to support the upcoming semiquincentennial, supports the national America250 and Utah250 initiatives and establishes the North Salt Lake Civic Events Committee as our official Utah250 Community Committee (a requirement of the program).
- b. In order to become a Utah250 City, and be eligible for up to \$1,500 in State funds, the City must pass a resolution, designate a community committee and submit an event or program of events. This resolution accomplishes the first two and the City intends to then submit an event or series of events to the State for consideration of funding.

Item 10: Consideration of Ordinance 2025-16: Amending the Storage Unit Overlay map to include additional property at 100 West Center Street – Council action required.

- a. The subject parcel is adjacent to I-15 and the existing storage unit overlay zone. The property will be significantly impacted by the I-15 widening project. Staff and the PC recommend approval of the ordinance.
- b. Property is 2.9 acres and is 2,400 feet deep and very narrow (50 feet wide at its narrowest point). The property is consistent in location and configuration with other parcels within the overlay zone.

Item 11: Consideration of Resolution 2025-38R: Approving an interlocal agreement between the City and Bountiful City for 911 dispatch services – Council action required.

- a. This agreement memorializes the City's relationship with Bountiful City with respect to 911 dispatch services. North Salt Lake has used the Bountiful City dispatch center for over twenty years. This center also dispatches for the South Davis Metro Fire District.
- b. City can exit the agreement for any reason with a six month notice provision.

Item 12: Consideration of Resolution 2025-39R: Approving an interlocal agreement between several Davis County government agencies in order to participate in the North Davis Metro SWAT Team – Council action required.

- a. Participating governments include: Layton, Clearfield, Clinton, North Salt Lake, Syracuse and Davis County.
- b. This project has a fiscal impact of a portion of the cost of one participating officer from the City and a small annual payment \$3,354.

Item 13: Consideration of Resolution 2025-40R: Approving the surplus of one police department firearm and allowing that firearm to be gifted to a retiring police officer in good standing – Council action required.

- a. Curtis Everett, an 18 year veteran of the City Police Department is retiring. The City has customarily allowed retired officers to keep their service weapon. Retired public safety officers are also allowed by State law to carry firearms. It has been the City's practice to approve these actions by Council resolution.

Item 14: Consideration of Resolution 2025-41R: Authorizing the sale of City property to the Utah Department of Transportation (UDOT) pursuant to the widening of I-15 and 2600 South at approximately 596 East 2600 South – Council action required.

- a. The City owns property along 2600 South which will become part of the expansion of 2600 South during the reconstruction of I-15.
- b. The City will receive approximately \$71,500 for property and for a temporary construction easement at this location.

Item 15: Consideration of Resolution 2025-42R: Declaring a City vehicle as surplus property and authorizing the purchase of a new vehicle – Council action required.

- a. This resolution declares a 2015 Dodge RAM 1500 as surplus property and authorizes the purchase of a replacement vehicle in the amount of \$59,918. This proposed purchase was an adopted expense in the City's FY26 Water Fund Budget.

Item 16: Consideration of Ordinance 2025-15: An Ordinance amending City Code Title 1, Chapter 15, Sections 1 and 2, City Code, pertaining to written meeting minutes and policy and procedure for approval – Council action required.

- a. Changes to State Code during the 2025 Legislature require some clarifying language to be added to this section of City Code.
- b. This Ordinance also makes clarifying changes to existing code that make it easier to understand and follow processes related to the timing allowed for preparation and distribution of meeting minutes.

Item 17: Consideration of City Manager's request for Council approval of secondary employment – Council motion required.

- a. Section 1-6-6(E), City Code, requires the City Council's approval of any other employment the City Manager may engage in. This request is to allow the City Manager to accept a part-time position with the Utah League of Cities and Towns with strict limitations as described in the Council materials.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: September 2, 2025

SUBJECT: Summary of Work Session Items

There are four items for presentation and discussion in the work session:

- 1) Quarterly Financial Report for Period Ending June 30, 2025
- 2) Discussion of Proposed 2026 Civic Events
- 3) City Manager Update on Status of Hatch Park Construction
- 4) Discussion of City Hall Use Policy

Quarterly Financial Report

This item will contain information about the last quarter of fiscal year 2025 (ending June 30, 2025). Heidi Voordeckers will distribute and report on the final status of revenues and expenditures, including final use of general fund balance for the fiscal year. This reporting is a required part of the City's compliance with State Code.

2026 Civic Events

This item has been requested by the Council prior to the City publishing information about 2026 events. The Civic Events Committee is recommending the following events for 2026:

- Kite Festival
- Unity in Community – Pride Event
- Unity in Community Juneteenth
- Liberty Fun Fair Races
- Eaglewood Auto Fest
- Liberty Fest Celebration w/Fireworks
- Unity in Community – Back to School
- NSL Photo Contest (w/NSL Arts Committee)
- Unity in Community – Latino Heritage
- Halloween Spooktacular
- Winter Lights Fest

In addition, the Committee discussed an additional Unity in Community event which would be related to the City's "A Bolder Way Forward" initiative. This is still a work in progress, but could be an event that provides girls and women with resources and would be an evening themed around girls and women and relevant issues contained within A Bolder Way Forward.

The Committee is also working to include several semiquincentennial activities for the upcoming year. Ideas include: 250 service hours, a flag day celebration, a flag etiquette event and a Constitution and/or MLK recitation. They are still working to finalize these events.

Finally, there are other events outside of the Civic Events Committee that are worth noting and discussing. They are:

Arts Committee: NSL Reads Essay Contest and Author night, NSL Photo Contest

Trails Committee: Trail Clean-up (Spurge) in April, Trail Clean-up series (monthly), Clean-up activity on National Trails Day (June 7), Get to the River Event (staffed by Ali Avery assigned to Trails Committee)

Youth City Council: Easter Egg Dash

Health & Wellness: Annual Health Fair in association with the Night Out Against Crime

Discussion of City Hall Use Policy

At the Council's direction, City staff has been working on a city hall use policy and can share a draft with the Council at the meeting. More importantly, we will try and help the Council discuss the right level of use of the building and what our experiences have been over the last few years.

Update on Hatch Park

I will plan to go over a few items related to Hatch Park including the construction schedule and other significant parts of the design which are nearing a final stage prior to bidding and construction.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Wendy Page, City Recorder

DATE: September 2, 2025

SUBJECT: Consideration of Proclamation and Participation in the JustServe City Program

RECOMMENDATION

Staff recommends that the City Council approve Resolution 2025-36R which approves a proclamation of commitment to volunteerism and to participate in the JustServe City program.

BACKGROUND

The JustServe City program is a partnership initiative that recognizes cities that demonstrate an exceptional commitment to volunteerism. The program connects individuals with local service projects through the free volunteer matching platform JustServe.org and it honors cities that actively encourage and celebrate service within their communities.

Shannon Wright, the local JustServe Specialist, has recommended that North Salt Lake participate in this program. She will attend the City Council meeting to provide additional information and answer questions about the designation process and benefits to the community.

Cities designated as a JustServe City commit to:

1. Posting a City Volunteerism Proclamation in a visible location.
2. Submitting the signed proclamation to awards@justserve.org.
3. Actively promoting volunteer opportunities and community engagement.
4. Supporting diverse groups in service efforts and recognizing individuals through the JustServe Hero Award.

Currently, ten cities across the U.S. and Canada have been designated, including South Jordan, UT; Houston, TX; and Louisville, KY.

PROCESS TO BECOME A JUSTSERVE CITY

- 1) Adopt Proclamation – The Mayor and Council approve the “Commitment to Volunteerism” proclamation (attached).
- 2) Submit Application – A city official or local JustServe specialist emails the signed proclamation and contact information to awards@justserve.org.

- 3) Designation and Recognition – Within approximately 7 days, JustServe provides the City with a framed certificate, swag box, logos, and a digital Hero Award template. The local JustServe specialist will present these items to the City.
- 4) Ongoing Role – There is no required reporting. Cities may voluntarily track and recognize volunteers, which can support eligibility for the Global JustServe City Award in the future.

BENEFITS TO THE CITY OF NORTH SALT LAKE

- Community Engagement – encourages residents to participate in local volunteer opportunities.
- Recognition – Public acknowledgment as a city that values and supports service.
- Resources – Access to promotional materials, recognition awards, and ongoing support from JustServe specialists.
- Unity – Strengthens partnerships with diverse organizations and fosters a culture of compassion, service, and inclusion.

POSSIBLE MOTION

I move the City Council approve Resolution 2025-36R: A Resolution which approves a proclamation of commitment to volunteerism and to participate in the JustServe City program.

Attachments

- 1) Background information on JustServe City
- 2) Resolution 2025-36R
- 3) Proclamation No. 2025-01



JUSTSERVE

-CITY PROGRAM-

Overview and Awards

JustServe believes in spreading hope, goodness, and unity through the vital role of volunteerism. With motivated individuals and communities, we can build united and harmonious societies.

The JustServe City program, in conjunction with the free JustServe volunteer platform, links individuals from every walk of life with local service projects. Through this program, we strive to partner with and recognize cities for their efforts. Together, we can recognize individuals for the selfless efforts they are making to bring hope and goodness to others. JustServe.org strives to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

Become a JustServe City

The JustServe City Award is a recognition designed to honor cities that demonstrate an exceptional commitment to volunteering and have made a significant impact in their community through these efforts.

Qualifications

1. Create and display a City Volunteerism Proclamation in a visible location for your area.
2. Email your signed proclamation to awards@justserve.org.
3. Work to meet criteria outlined for a Global JustServe City Award.

Be Designated a Global JustServe City

The Global JustServe City title is a prestigious designation which honors cities that actively list service opportunities, encourage unity and city values through service, and recognize individuals for their service in the community.

Qualifications

1. Be an active JustServe City.
 - List service opportunities online and on JustServe.org for residents to contribute.
 - Post the JustServe City Proclamation to communicate commitment and status.
2. Encourage unity and city values by supporting diverse groups in their service efforts.
3. Formally recognize individuals for serving the community with the JustServe Hero Award.

Recognize Individuals with the JustServe Hero Award

The JustServe Hero Award is a prestigious recognition designed to honor individuals who have demonstrated an exceptional commitment to volunteering and have made a significant impact in their community through their selfless service.

Qualifications

1. Serve or reside within a JustServe City.
2. Be an outstanding volunteer who contributes to the betterment of their community as determined by the city. Considering factors are the number of volunteer hours, the number of projects, the individual's efforts to encourage others to volunteer, and the individual's efforts to provide transformative service that impacts the community.

As we spread hope and goodness through service, please share your community's service efforts on social media. **Tag #justserve on social media.**

RESOLUTION NO. 2025-36R

A RESOLUTION OF THE GOVERNING BODY OF NORTH SALT LAKE AUTHORIZING THE CITY OF NORTH SALT LAKE TO SIGN THE PROCLAMATION OF COMMITMENT TO VOLUNTEERISM AND TO PARTICIPATE IN THE JUSTSERVE CITY PROGRAM

WHEREAS, the City Council of North Salt Lake recognizes the importance of volunteerism in fostering compassion, unity, and community well-being; and

WHEREAS, volunteer service strengthens the community by building connections, supporting diverse groups, and improving the lives of residents; and

WHEREAS, the JustServe City program provides a platform and partnership through which cities can encourage and recognize community service and volunteerism; and

WHEREAS, participation in the JustServe City program requires adoption and display of a City Volunteerism Proclamation, as well as a commitment to encouraging residents to serve and to recognizing individuals who contribute significantly to the community; and

WHEREAS, the Mayor and City Council of North Salt Lake desire to formally express the City's commitment to volunteerism and authorize execution of the proclamation in support of this initiative;

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

1. The City Council hereby authorizes the City of North Salt Lake to participate in the JustServe City program.
2. The City Council approves and authorizes the Mayor to sign the Proclamation of Commitment to Volunteerism declaring North Salt Lake's commitment to encourage and support volunteer service.
3. City staff is directed to submit the signed proclamation to JustServe for designation of North Salt Lake as a JustServe City and to coordinate with the local JustServe Specialist for presentation and recognition.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake, Utah,
on this 2nd day of September, 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

Proclamation No. 2025-01

COMMITMENT TO VOLUNTEERISM IN
THE CITY OF NORTH SALT LAKE, UTAH

WHEREAS, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united harmonious society and fosters connections that transcend differences; and

WHEREAS, the strength and prosperity of our cities, towns, and villages are based in the selflessness of its residents to serve and uplift one another; and

WHEREAS, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds and lifting them up and collectively working to improve lives; and

WHEREAS, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

WHEREAS, the City of North Salt Lake, Utah has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism;

NOW, THEREFORE, BE IT PROCLAIMED, that the City of North Salt Lake, Utah commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of the City of North Salt Lake, Utah to be affixed on September 2, 2025

Brian J. Horrocks, Mayor



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: September 2, 2025

SUBJECT: Consideration of Resolution 2025-37R: A Resolution Supporting America250 and Recognizing and Approving the North Salt Lake Civic Events Committee as the Utah250 Community Committee for the City.

RECOMMENDATION

I recommend approval of Resolution 2025-37R: A resolution supporting America250 and recognizing and approving the North Salt Lake Civic Events Committee as the Utah250 Community Committee for the City.

BACKGROUND

This item has been discussed in previous City Council meetings and reviewed by the Civic Events Committee. You will recall that the State of Utah is a participant in America250 a nationwide celebration of the Semiquincentennial of the signing of the Declaration of Independence. All local governments have been invited to also participate during 2026 by becoming a Utah250 Community.

There are three steps the City must take to become a Utah250 Community:

- 1) Form a Utah250 Community Committee
- 2) Pass a resolution
- 3) Submit a planned event or program

The attached resolution expresses the City's interest in becoming Utah250 Community and establishes the Civic Events Committee as our required committee. The Civic Events Committee has been working on this item and will be submitting events and programs for the Council's consideration in the near future.

PROPOSED MOTION

I move that the City Council approve Resolution 2025-37R: A resolution supporting America250 and recognizing and approving the North Salt Lake Civic Events Committee as the Utah250 Community Committee for the City.

RESOLUTION NO. 2025-37R

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF
NORTH SALT LAKE SUPPORTING AMERICA250 UTAH AND
RECOGNIZING AND APPROVING THE CITY'S CIVIC EVENTS
COMMITTEE AS ITS OFFICIAL UTAH250 COMMUNITY
COMMITTEE**

WHEREAS, Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah); and

WHEREAS, the mission of America250 Utah is to commemorate and celebrate, reflect on our nation's past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state; and

WHEREAS, America250 Utah is seeking partnerships with counties and municipalities to further its mission; and

WHEREAS, this partnership will be formed by creating a local committee called America250 NSL, a subset of the Civic Events Committee; and

WHEREAS, the Civic Events Committee and America250 NSL will focus on important events, people, and places within the City of North Salt Lake to commemorate and celebrate the City's role in America's 250th anniversary; and

WHEREAS, local projects will enhance tourism, community building, and economic development opportunities.

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

1. Hereby recognizes the Civic Events Committee as its official committee.
2. Will partner with America250 Utah.
3. Will support signature programs of the America250 Utah Commission; and
4. Will support the Civic Events Committee sub group, America250 NSL, in its local efforts to educate, engage, and unify Utahns and our visitors in the City of North Salt Lake.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 2nd day of September, 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



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: September 2, 2025
SUBJECT: Consideration of Ordinance 2025-16, a request to amend the Self Storage and Storage Shed Overlay zone map to include the property of 100 West Center Street (Parcel ID: 01-082-0106)

RECOMMENDATION

The Planning Commission recommends to the City Council the approval of the proposed amendment to the Self Storage and Storage Shed Overlay zone map to include the property of 100 West Center Street (Parcel ID: 01-082-0106) with the following conditions:

1. Action on the amendment to the Self Storage and Storage Shed Overlay zone map does not guarantee nor entitle approval of site plan review or permissible drive access locations from the public street (Center Street); and
2. The overlay boundary shall be the parcel, less the area acquired by UDOT for the expansion of I-15.

BACKGROUND

The property of 100 West Center Street is 2.9104 acres in size, zoned Manufacturing-Distribution (MD), and is owned by Kenneth Jensen's business known as Jensen's Architectural Woodwork. Mr. Jensen has made application to amend the Self Storage and Storage Shed Overlay zone map to include the subject property. The property is a long narrow parcel located between the I-15 South Center Street offramp and the railroad tracks. The depth of the property is approximately 2,400 feet and the narrowest portion is approximately 50 feet. There are limited uses in the MD Zone that this property could be utilized for given additional regulations for fire code and internal circulation that would be necessary for most businesses.

Additionally, the imminent I-15 Expansion Project will require UDOT to acquire some of the subject property for the expansion of UDOT's right-of-way. This has prompted Mr. Jensen to make application for a map amendment that would offer a land use that is compatible with the property configuration. In addition to the unusual constraints for redevelopment due to its odd shape, the planned transportation impacts, limited frontage on Center Street, and proximity to the active rail lines and Union Pacific regulations.

The property owner has expressed an interest in constructing two buildings with self storage units behind the existing workshop. This zoning map amendment will give them the opportunity to make site plan application. At site plan application, all applicable codes will be addressed and enforced. The zoning map amendment does not guarantee nor entitle approval of site plan review or permissible drive access locations from the public street (Center Street).

The existing Self Storage and Storage Shed Overlay zone locations are: running north to south between 1100 North and Center street between the railroad main lines and a spur line; beginning approximately 700 feet south of Center Street, bounded by the interstates and the railroad; and at 50 east Pacific Avenue. All of these areas overlay the MD zone. Self-storage is only permitted in the MD Zone within the Storage Unit Overlay. This property is north of Center Street and directly east of the existing overlay. Staff is recommending the zone change on the entire parcel, less that portion of the property acquired by UDOT.

The Planning Commission held a public hearing on August 26, 2025, and recommended approval of the proposed zone change.

POSSIBLE MOTION

I move that the City Council approve Ordinance 2025-16 to amend the Self Storage and Storage Shed Overlay zone map to include the property of 100 West Center Street (Parcel ID: 01-082-0106) with the following conditions:

1. Action on the amendment to the Self Storage and Storage Shed Overlay zone map does not guarantee nor entitle approval of site plan review or permissible drive access locations from the public street (Center Street); and
2. The overlay boundary shall be the parcel, less the area acquired by UDOT for the expansion of I-15.

Attachments

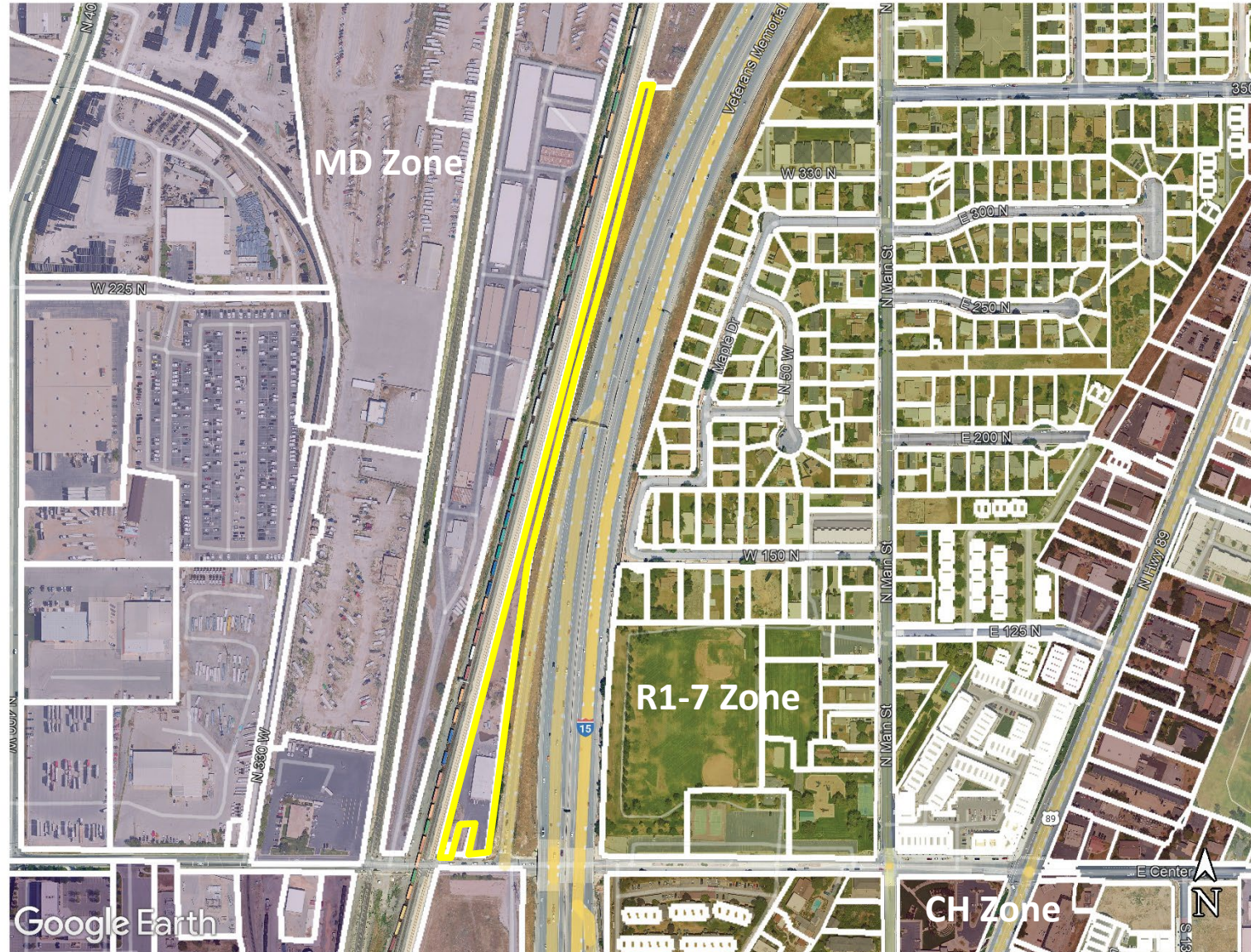
- 1) Zoning Map
- 2) Self Storage and Storage Shed Overlay Map
- 3) 100 West Center - UDOT I-15 Farmington to SLC FEIS: Potential ROW Impact (Oct. 2024)
- 4) ORD 2025-16



Self Storage and Storage Shed Overlay Zone Amendment

100 West Center Street

Zoning Map

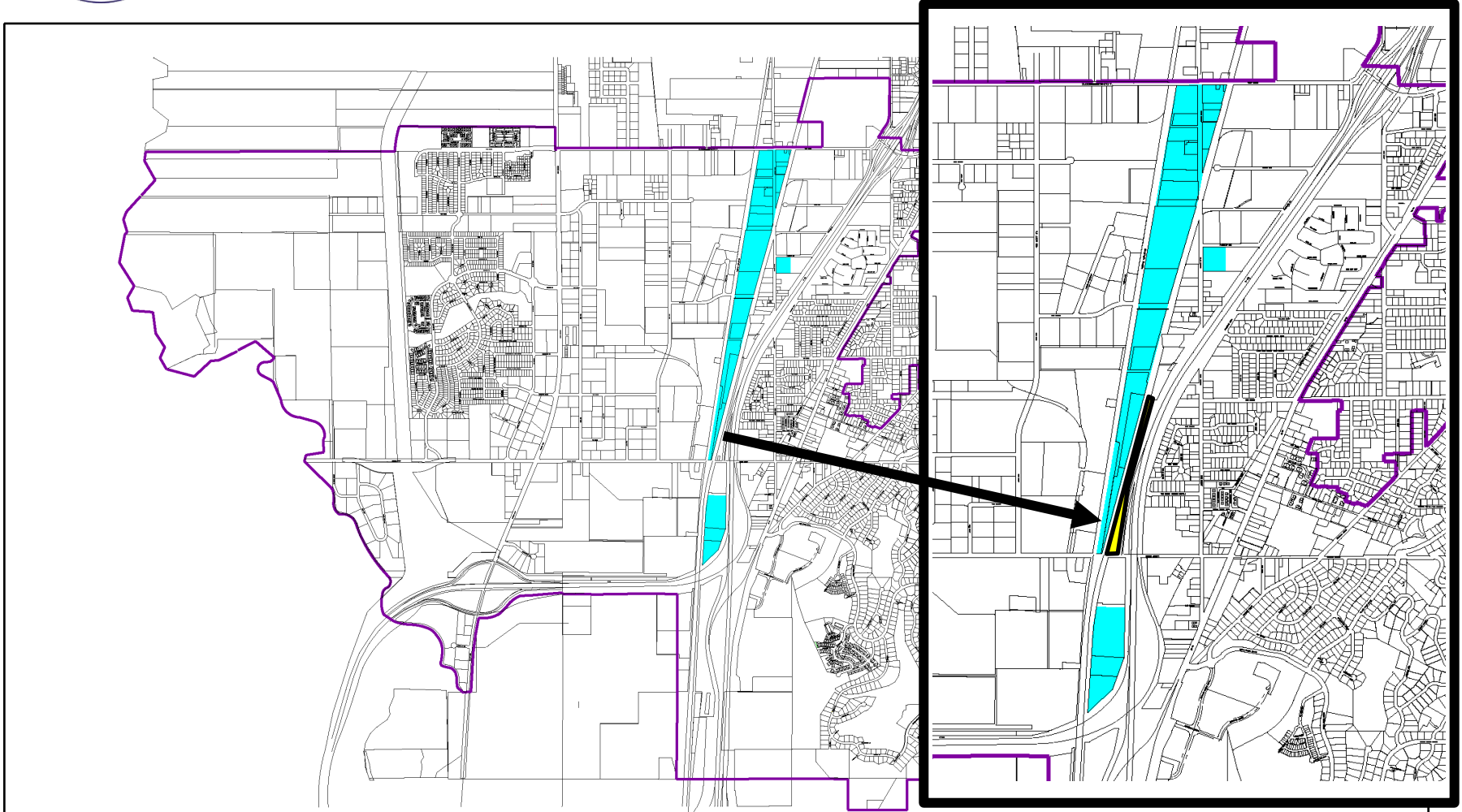




Self Storage and Storage Shed Overlay Zone Amendment

100 West Center Street

Self Storage and Storage Shed Overlay Map



REVISION	DATE	BY	DESCRIPTION	DESIGN
				PAD
				DRAWN
				PAD
				CHECKED
				PAD
				DATE
				DEC 2011
				BY: J. B. TAYLOR
				FOR: J. B. TAYLOR

NORTH SALT LAKE CITY
SELF STORAGE &
STORAGE SHED
OVERLAY MAP



CITY OF NORTH SALT LAKE
10 West Center Street
North Salt Lake, Utah 84054
LEONARD K. ARVIE
Mayor
DAVEY EDWARDS
City Manager

SHEET
OF
PROJECT NO.



Self Storage and Storage Shed Overlay Zone Amendment

100 West Center Street

UDOT I-15 Potential ROW Impact (Oct. 2024)

**I-15 ENVIRONMENTAL
IMPACT STATEMENT**
Farmington to Salt Lake City

UDOT I-15 Farmington to Salt Lake City FEIS: Potential ROW Impacts October 2024

To select an alternative, please select
from the top right segment selector.

The FEIS Selected Alternative includes
the North - Farm. 400 W. Option and the
South - SLC 1000 N. Northern Option.

*Disclaimer: This map shows the ROW
impacts for the FEIS in October 2024.*

Legend:

-  Area of Potential Impact
-  Full Acquisition
-  Partial Acquisition
-  Relocation
-  Potential Relocation
-  Perpetual Easement
-  Temporary Construction Easement
-  Access Change



ORDINANCE NO. 2025-16

**AN ORDINANCE AMENDING THE CITY OF NORTH
SALT LAKE SELF STORAGE AND STORAGE SHED
OVERLAY ZONE MAP TO INCLUDE THE PROPERTY OF
100 WEST CENTER STREET WITHIN THE CITY OF
NORTH SALT LAKE, STATE OF UTAH**

WHEREAS, the City of North Salt Lake is an incorporated city in Davis County, Utah;
and

WHEREAS, the City of North Salt Lake has received an application to amend the Self Storage and Storage Shed Overlay Zone Map to include the property located at 100 West Center Street; and

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

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

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

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

SECTION 1. Self Storage and Storage Shed Overlay Zone Map Amendment. The City of North Salt Lake Self Storage and Storage Shed Overlay Zone Map is hereby amended to include the property described in Exhibit A located at 100 West Center Street, less the area acquired by UDOT for the expansion of I-15.

SECTION 2. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

SECTION 4. Effective Date. This ordinance is hereby adopted and shall take effect immediately upon posting as required in Utah Code 10-3-711.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake, Utah, this 2th day of September, 2025.

CITY OF NORTH SALT LAKE

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	_____

Certificate of Posting Ordinance:

I, the duly appointed recorder for the City of North Salt Lake, hereby certify that the foregoing Ordinance No. 2025-16 was passed by the governing body on the date shown above, and that copies were posted as required by Utah Code 10-3-711.

Recorded this _____ day of _____, 2025.

Wendy Page, City Recorder

[Seal]

EXHIBIT A

Property Description:

All property included in Davis County Parcel Identification number: 01-082-0106 containing approximately 2.9104 acres, less any area acquired by UDOT for the expansion of Interstate 15.

Legal Description:

BEG AT THE INTERSECTION OF N'LY LINE OF CUDAHY LANE & E'LY R/W FENCE OF UPRR; SD PT BEING 580.4 FT N 89°46' W FR A PT 27.6 FT N & 3822.9 FT W FR 1/4 COR COMMON TO SEC 1 & 12-T1N-R1W, SLM; TH N 14°37' E 6.66 FT, M/L, TO A PT ON THE S LINE OF PPTY CONV TO UTAH TRANSIT AUTHORITY IN WD RECORDED 05/08/2006 AS E# 2166259 BK 4029 PG 557; & RUN TH ALG SD LINE S 89°45'23" E 31.07 FT; TH N 14°38'16" E 24.46 FT; TH N 75°21'44" W 30.09 FT; TH N 14°37' E 2405.16 FT, M/L, ALG SD E'LY RR R/W FENCE LINE TO N BNDRY LINE TO N BNDRY LINE SD ENTIRE TRACT; TH E 34 FT, M/L, ALG SD N BNDRY LINE TO W'LY NO ACCESS LINE OF FWY; TH S 14°37' W 1489 FT; TH S'LY 938 FT, M/L, TO N'LY LINE OF CUDAHY LANE; TH W'LY 62 FT, M/L, ALG SD N'LY LINE TO E'LY BNDRY LINE OF MFS CO PPTY AS CONV IN 2-C PAGE 522 OF DEEDS; TH N 14°37' W 100 FT; TH N 89°46' W 40 FT; TH S 14°37' W 100 FT; TH N 89°46' W 40 FT TO THE POB. CONT. 2.9104 ACRES. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)



BRIAN J. HORROCKS

Mayor

KEN LEETHAM

City Manager

CITY OF NORTH SALT LAKE

Police Department

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



CRAIG BLACK

Chief of Police

To: Honorable Mayor and City Council of North Salt Lake
From: Craig Black, Chief of Police
Date: September 2, 2025
Re: Approval Of Interlocal Cooperation Agreement For Dispatch Service

Recommendation

I recommend that the City Council approve the interlocal cooperation agreement between Bountiful City and the City of North Salt Lake for dispatch services.

Background

The Bountiful City police department has provided primary dispatch services via contract with the City of North Salt Lake for over two decades. In a recent effort to maximize efficiency and communication within Davis County, there have been efforts to consolidate the number of Public Safety Answering Points (PSAP's) from four (4) to currently three (3). Layton City, Davis County Sheriff's Office, and Bountiful City are the current PSAP's or dispatch centers. As part of participating with Bountiful City, they have requested we develop and enter into an interlocal cooperation agreement regarding the roles and responsibilities of each participating community. This interlocal cooperation agreement has been reviewed by the Chief of Police, the City Manager, and the City Attorney. It formalizes operations as they are currently being conducted.

Possible Motion

I move that the City Council approve Resolution 2025-38R: A resolution approving an interlocal cooperation agreement between Bountiful City and the City of North Salt Lake for dispatch services.

RESOLUTION NO. 2025-38R

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF
NORTH SALT LAKE APPROVING AN INTERLOCAL AGREEMENT
WITH BOUNTIFUL CITY FOR DISPATCH SERVICES**

WHEREAS, the City of North Salt Lake and Bountiful City are “public agencies” as defined under the Utah Interlocal Cooperation Act and are therefore authorized to enter into agreements with one another for joint or cooperative action; and

WHEREAS, Bountiful City operates and manages a Public Safety Answering Point (PSAP) more commonly known as a 911 dispatch center which serves the City of North Salt Lake; and

WHEREAS, the City of North Salt Lake has used Bountiful City’s PSAP services for over twenty (20) years and desires to continue to use this 911 dispatch service; and

WHEREAS, the Governing Body of the City of North Salt Lake finds that it is in the best interests of the citizens of the City to enter into this agreement in order to continue to provide for the basic health, safety and general welfare of its citizens.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of North Salt Lake that the City is hereby authorized to enter into the attached Interlocal Cooperation Agreement with Bountiful City for dispatch services.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 2nd day of September, 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

INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND NORTH SALT LAKE CITY FOR DISPATCH SERVICES

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 1st day of September 2025 by and between the City of Bountiful, a Utah municipal corporation (“Bountiful”), and North Salt Lake City, a Utah municipal corporation (“North Salt Lake”).

RECITALS

WHEREAS, Bountiful and North Salt Lake are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, et seq., as amended; and

WHEREAS, the Utah Interlocal Cooperation Act provides that any two or more public agencies may enter into an Agreement with one another for joint or cooperative actions; and

WHEREAS, Bountiful, through its 911 Communications Dispatch Center (the “Center”) operated by the Bountiful Police Department, provides dispatch services within the limits of Davis County; and

WHEREAS, Bountiful and North Salt Lake desire to enter into an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and North Salt Lake have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and 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. Services. Bountiful, through its Police Department and Center, shall provide dispatch services and emergency dispatch services to North Salt Lake for police, fire, and emergency medical services, twenty-four hours a day, seven days a week, three hundred sixty-five days per year. Dispatching services shall include receiving calls for service and dispatching response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing incident reports. These services shall include or be subject to the following provisions:

- a. Dispatch services will be dispatched over the radio, through the use of the CAD system, two-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system, as applicable.

- b. Bountiful, through its Police Department and Center, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- c. Bountiful, through its Police Department and Center and its CAD system, will maintain a record of all telephone and radio calls involving North Salt Lake and record all call times and radio transmissions of the appropriate police, fire, and emergency medical services incidents and shall retain and manage such records in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code §§ 63G-2-101, et seq., as amended.
- d. Bountiful, through its Police Department, Center, and systems, shall maintain interoperability with North Salt Lake's records management system active at the time of the execution of this Agreement. North Salt Lake will reimburse Bountiful for reasonable costs associated with changes to North Salt Lake's records management system during the term of this Agreement.
- e. Bountiful agrees to provide adequate staffing to the Center.
- f. Bountiful agrees to provide an adequate physical location for the Center.

2. Equipment. All equipment within the Center shall be provided by and is the sole property of Bountiful. As the owner of the equipment, Bountiful shall derive all profits and losses from the equipment. North Salt Lake shall be responsible for providing the necessary equipment in North Salt Lake vehicles to communicate with the Center. Such equipment in North Salt Lake vehicles shall be the sole property of North Salt Lake, and North Salt Lake shall derive all profits and losses from such equipment. On or after the Effective Date of this Agreement, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:

- a. Before any equipment is connected to Bountiful's dispatch system, the entity responsible for such equipment shall provide all requested records relating to the equipment and obtain written approval from the Bountiful Information Systems Director, Utah Communications Authority, and any applicable radio vendor.
- b. It shall be the sole obligation and responsibility of the entity responsible for the dispatching equipment to adequately and reasonably maintain any and all equipment necessary for the Center to carry out its duties as detailed in this Agreement effectively. This obligation includes but is not limited to entering into third-party maintenance agreements that cover any equipment owned or leased by the entity responsible for the equipment. Any and all financial or otherwise obligations under such an agreement shall be the sole responsibility of the entity responsible for the equipment.
- c. Except in the case of an emergency, North Salt Lake shall arrange access to the dispatching equipment with Bountiful through the Bountiful Police Department and the Center at least twenty-four (24) hours in advance. In the event of a bona-

in a true emergency, as much notice as reasonably possible shall be provided to Bountiful through the Bountiful Police Department and the Center. Upon receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

3. Compensation. For each annual fiscal year (July 1 through June 30), North Salt Lake shall pay Bountiful for the services described in this Agreement as follows:

- a. Sixty-Nine Thousand Four Hundred and Ninety Six Dollars and Eighty Cents (\$69,496.80) per year for the utilization of the Center and services as described herein ("Annual Compensation"). The Annual Compensation shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty (30) calendar days of receipt of a monthly invoice from Bountiful.
- b. In addition to the payment described above, Bountiful will be entitled to any and all 911 phone service fees that are paid to or on behalf of North Salt Lake. North Salt Lake agrees to forward any and all 911 phone service fees to Bountiful and, in the event of any dispute regarding said fees, to cooperate and assist Bountiful as necessary in seeking, obtaining, and receiving said fees.
- c. The Parties may agree to adjustments to the annual compensation for services under this Agreement subject to annual budget approval by the legislative bodies of the Parties. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement and should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties.

4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, September 1, 2025 (the "Effective Date").

5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. At the end of the initial five (5) year term, this Agreement will automatically renew for an additional five (5) year term unless either Party notifies the other not less than ninety (90) days before the expiration of the initial term that it does not want the Agreement to auto-renew. The Parties may also extend the terms of this Agreement by mutual written Agreement of the Parties. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from September 1, 2025.

6. Termination of Agreement. This Agreement may be terminated prior to the completion of any term by any of the following:

- a. Mutual written Agreement of the Parties;
- b. By either Party after any material breach of this Agreement; and

- i. Thirty (30) 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
 - ii. 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;
- c. By either Party, with or without cause, six (6) months after the terminating Party mails a written notice to terminate this Agreement to the non-terminating Party pursuant to the notice provisions of this Agreement or
- d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

7. Notices. Any notices that may or must be sent under the terms and 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:

Bountiful City
Attn: City Manager
795 South Main St,
Bountiful, UT 84010

North Salt Lake City
Attn: City Manager
10 East Center St,
North Salt Lake, UT 84054

8. Indemnification and Hold Harmless. The Parties agree to indemnify and hold harmless the other Party as follows:

- a. North Salt Lake, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and any person or persons under the supervision, direction, or control of the City (collectively, the "North Salt Lake Representatives"), agrees and promises to indemnify and hold harmless Bountiful, as well as Bountiful's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Bountiful Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the North Salt Lake and North Salt Lake Representatives, whether or not the Claims are known or unknown, or are in law, equity, 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 North Salt Lake may have arising from, in

connection with, or relating in any way to the acts or omissions, negligent or otherwise, of North Salt Lake or North Salt Lake Representatives.

- b. Bountiful, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and any person or persons under the supervision, direction, or control of Bountiful (collectively, the "Bountiful Representatives"), agrees and promises to indemnify and hold harmless North Salt Lake, as well as the North Salt Lake's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "North Salt Lake's Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of Bountiful and Bountiful Representatives, whether or not the Claims are known or unknown, or are in law, equity, 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 Bountiful may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the Bountiful or Bountiful Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, as set forth in Utah Code §§ 63G-7-101, et seq., as amended, and nothing herein is intended to waive or modify any 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. They shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and defend the action of its own employees, negligent or otherwise, pursuant to this Agreement's provisions.

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

11. 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.

12. Employees and Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and 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. While providing or performing services under this Agreement, Bountiful employees shall be deemed employees of Bountiful for all purposes, including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits. North Salt Lake employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of North Salt Lake for all purposes,

including, but not limited to, workers' compensation, withholding, salary, insurance, and benefits.

13. 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 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. They 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.

14. 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 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. 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. 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.

15. 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 the 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.

16. 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.

17. Choice of Law, Jurisdiction, Venue. All matters, disputes, and 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 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 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 claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

18. Severability. Suppose any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction. In that case, 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 that are not invalid, prohibited, or unenforceable shall remain in full force and effect.

19. Remedies for Breach of This Agreement. In the event of a material breach of this Agreement by either Party, the non-breaching Party may pursue such remedies provided herein or available at law; provided, remedies for contractual breach by either Party shall be limited to specific performance. The Parties agree that in the event a Party believes the other Party to be in material breach of this Agreement, said Party will give written notice of the alleged breach to the other Party. At that time, the Party alleged to be in breach shall have thirty (30) calendar days to remedy the alleged breach. If the Party alleged to be in breach, upon receiving written notice, immediately engages in a good faith effort to remedy the alleged breach but said breach could not reasonably be remedied within thirty (30) days, the Parties may extend the timeframe to allow the alleged breach to be remedied. It is expressly understood and agreed that the terms and provisions of this Section shall survive the termination of this Agreement. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and 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.

20. No Third-Party Beneficiaries. The Parties enter into this Agreement 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, Bountiful is expressly authorized by North Salt Lake to continue or enter into similar agreements with any or all of the other cities or other governmental or quasi-governmental entities located within Davis County.

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

22. 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.

23. 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.

24. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, this Agreement shall not be construed for or against any party, regardless of which Party drafted this Agreement or any part hereof. The headings and captions of the various paragraphs of this Agreement are for convenience of reference only. They shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement. Unless the context requires otherwise, singular nouns and pronouns used in this Agreement shall be deemed to include the plural and pronouns of one gender or the neuter shall be deemed to include the equivalent pronouns of the other gender or the neuter.

25. Counterparts. Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and e-mail shall have the same force and effect as original signatures.

26.

WHEREFORE, the Parties hereto have executed this Interlocal Cooperation Agreement on the dates indicated below to be effective as of the date first written above.

North Salt Lake City

Brian Horrocks
North Salt Lake City Mayor
Dated: _____

ATTEST:

Wendy Page
North Salt Lake City Recorder

Approved as to form and legality:

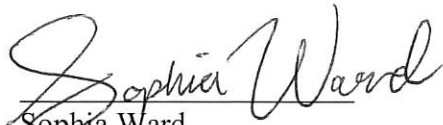
North Salt Lake City Attorney

Bountiful City

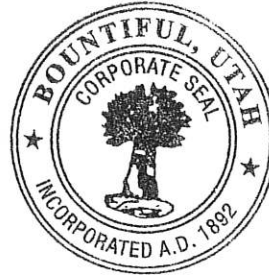


Kendalyn Harris
Bountiful City Mayor
Dated: August 13th, 2025

ATTEST:



Sophia Ward
Bountiful City Recorder



Approved as to form and legality:



Brad Jeppsen
Bountiful City Attorney



BRIAN J. HORROCKS

Mayor

KEN LEETHAM

City Manager

CITY OF NORTH SALT LAKE

Police Department

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



CRAIG BLACK

Chief of Police

To: Honorable Mayor and City Council of North Salt Lake

From: Craig Black, Chief of Police

Date: September 2, 2025

Re: North Davis Metro Swat Team Interlocal Agreement

Recommendation

The North Salt Lake City Council approve the police department to enter an interlocal agreement with other police agencies in Davis County to participate in the North Davis Metro SWAT Team.

Background

For the last several years the Layton City SWAT Team has been the tactical team the North Salt Lake Police Department has partnered with when the need for critical, high risk community response situations have arisen. As many as two (2) [Currently one (1)] North Salt Lake Police Officers have been part of this highly trained squad of officers. In 2024, based on several other cities and Davis County Sheriff's Office desiring to be part of this team, it has been decided to formally recognize this team as the North Davis Metro SWAT Team (NDMS). As part of this organization, an interlocal agreement has been developed to include all entities participating in the operation and utilization of NDMS. The attached document is the result of that endeavor and has been reviewed by the city manager, the city attorney, and the chief of police to clarify our department's role and responsibility as part of this organization.

Possible Motion

I move that the City Council approve Resolution 2025-39R: A resolution approving an interlocal agreement between several police agencies in Davis County for the purpose of participating in the North Davis Metro SWAT Team.

RESOLUTION NO. 2025-39R

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF
NORTH SALT LAKE APPROVING AN INTERLOCAL AGREEMENT
BETWEEN LAYTON CITY, CLEARFIELD CITY, CLINTON CITY,
CITY OF NORTH SALT LAKE, SYRACUSE CITY AND DAVIS
COUNTY FOR THE PURPOSE OF PROVIDING SWAT SERVICES**

WHEREAS, several municipalities within Davis County and the Davis County Government (the “Parties”), as defined under the Utah Interlocal Cooperation Act, are authorized to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the Parties have mutually determined that in order to more effectively provide Special Weapons and Tactics (SWAT) services, an interlocal agreement between the Parties should be executed; and

WHEREAS, the Parties have collectively formed the North Davis Metro SWAT Team and the City of North Salt Lake is a manpower participant in the organization; and

WHEREAS, the Governing Body of the City of North Salt Lake finds that it is in the best interests of the citizens of the City to enter into this agreement allowing continued participation in the North Davis Metro SWAT Team.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of North Salt Lake that the City is hereby authorized to enter into the attached Interlocal Cooperation Agreement with named governmental entities for participation in the North Davis Metro SWAT Team.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 2nd day of September, 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	_____

**INTERLOCAL COOPERATION AGREEMENT
FOR THE NORTH DAVIS METRO SWAT TEAM**

This Interlocal Cooperation Agreement for the North Davis Metro SWAT Team (“Agreement”) is made and entered into effective July 1, 2025, by and between Layton City, a municipal corporation of the State of Utah, Clearfield City, a municipal corporation of the State of Utah, Clinton City, a municipal corporation of the State of Utah, City of North Salt Lake, a municipal corporation of the State of Utah, Sunset City, a municipal corporation of the State of Utah, Syracuse City, a municipal corporation of the State of Utah, and Davis County, a body politic and corporate and legal subdivision of the State of Utah, through the Davis County Sheriff’s Office. Layton City, Clearfield City, Clinton City, City of North Salt Lake, Sunset City, Syracuse City, and Davis County may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

1. Purpose. The purpose of this Agreement is to:
 - a. Formalize the relationship of the entities within Davis County participating in the North Davis Metro SWAT Team (the “SWAT Team”);
 - b. Clarify the obligations of each participating party to this Agreement; and
 - c. Make available to each participating agency the resources of the SWAT Team in accordance with established protocols.
2. Management and Control of the SWAT Team.
 - a. Executive Board. The SWAT Team shall be governed by an Executive Board, which shall consist of the following members: The Chief of Police, Sheriff, or designee, of each Party’s law enforcement department. Executive Board participation is contingent upon participation through assessment fees and personnel.
 - i. Chairperson. A Chairperson shall preside over the Executive Board as appointed by the Executive Board. The Chairperson shall have the power to call meetings as necessary, administer the Executive Board's routine affairs, and enter into contracts as needed upon the Board's approved resolution.
 - ii. Duties of Executive Board. The duties of the Executive Board shall be to review the activities of the SWAT Team; select a SWAT Team Commander; conduct program evaluations; conduct training as appropriate; seek federal and state grant money as may be available; provide staff appointments as needed.
 - iii. Adoption of Bylaws. The Executive Board shall adopt Bylaws and operating policies as needed. Bylaws shall be adopted, amended, or repealed by a two-thirds vote of the Executive Board members present at a meeting. Operating policy shall be acted upon as provided by the Bylaws.
 - iv. SWAT Team Commander. The Executive Board shall select a SWAT Team Commander (“Commander”). The Commander shall be a Lieutenant rank or higher. The Commander shall be in charge of directing SWAT Team activities subject to the approval of the Chairperson and the Executive Board. The Commander shall be responsible for the SWAT Team’s administrative activities,

including maintaining financial records and reporting as required by the Executive Board. The Commander shall perform other duties as required by the Executive Board.

- b. Designation of Lead Agency. The Executive Board shall select a Lead Agency from one of the agencies providing personnel to the SWAT Team. The Lead Agency shall manage the SWAT Team's finances according to the parent jurisdiction's policies and procedures. The Lead Agency shall remain in place for a term determined by the Executive Board or as long as the parent jurisdiction permits this duty.
 - c. The Mission. The SWAT Team provides a specialized response force capable of dealing with incidents that exceed the capabilities of law enforcement patrol. These missions include but are not limited to, hostage rescue, barricaded subject operations, high-risk warrant services, and any other assignments as deemed appropriate by the Commander or designee. These services will be provided to all Parties and may be provided to other requesting agencies upon approval by the Commander or designee. All requests for the SWAT Team's services shall be directed to and reviewed by the Commander or designees.
 - d. Employees Assigned to SWAT Team. All employees assigned to the SWAT Team, except as the Executive Board may otherwise allow, shall be certified Law Enforcement Officers (LEOs).
 - e. Requesting Use of SWAT Team. All participants may request the use of the SWAT Team within their jurisdiction. The SWAT Team Commander may decline any operation for cause.
3. Manpower Participants and Non-Manpower Participants. Parties shall consist of two categories: Manpower Participants and Non-Manpower Participants. Manpower participants are those Parties that supply personnel to the SWAT Team. Non-Manpower participants are those Parties that do not supply personnel but contribute funds for the operation of the SWAT Team.
4. Voting. Parties shall have voting status through their representative on the Executive Board. Each representative shall have one vote. Any reference in this Agreement to an action by vote or any action under Bylaw requiring a vote shall be done by members of the Executive Board.
5. Costs, Damages, Compensation or Otherwise Relating to the SWAT Team.
 - a. Costs, Salaries, Benefits, Vehicles. Each Manpower Participant shall absorb all costs associated with its participation. The contributing jurisdiction shall pay all salaries, including benefits and other obligations of its officers and staff assigned to the SWAT Team. Manpower Participants shall provide vehicles for the SWAT Team assigned personnel, including the cost associated with the vehicle, including but not limited to, gas, vehicle maintenance, and insurance.
 - b. Operating Fund. The Executive Board may establish an operating fund, to be managed by the Lead Agency, for general costs not directly attributable to any Party. All monies

remaining in the operating fund at the time of termination of this Agreement shall be distributed proportionally based on contribution amount among the Parties to this Agreement who remain Parties at the time of the termination of this Agreement. All property purchased with operating fund monies shall be joint property of the Parties to this Agreement. Upon the sale of any such property, the proceeds of such sale shall be placed into the operating fund. Upon the termination of this Agreement, such property shall be either distributed proportionally based on the contribution amount among the Parties to this Agreement who remain Parties at the time of the termination of this Agreement or sold, with the proceeds of such sale(s) being distributed proportionally based upon the contribution amount among the Parties to this Agreement who remain Parties at the time of the termination of this Agreement. Any purchase that exceeds \$7,500 and has not been previously budgeted for requires approval by the Executive Board. This requirement of Executive Board approval does not apply to grant funding, which is governed by grant rules and regulations.

- c. Fee Structure. The Bylaws shall articulate a fee structure, which is subject to change upon approval by the Executive Board.
- d. Assessment Fees and Mid-Year Additions. The Parties agree that any Non-Manpower Participant who provides manpower during a given fiscal year shall remain responsible for all assessment fees applicable to that fiscal year. A Party's mid-year addition of a new officer shall not alter or reduce the assessment fees owed by the original Parties for that fiscal year. Each party remains obligated to fulfill its financial commitments as outlined in this Agreement regardless of changes in membership.
- e. Additional Officers. If a Party assigns additional officers to the SWAT Team, that Party shall be responsible for providing the necessary funds to the SWAT Team to equip the additional officers. This includes, but is not limited to the following: weapons, protective gear, uniforms, training, and any other required equipment. These costs shall be in addition to the Party's regular annual assessment fees and must be provided as soon as reasonably possible to ensure operational readiness and uniformity across the SWAT Team.
- f. Office and Storage Space. Executive Board members shall make available office and storage space for the SWAT Team as needed to accommodate meeting locations and storage of equipment.
- g. Compensation to SWAT Team for Parties. If any Party to this Agreement requests the services of the SWAT Team and the SWAT Team is activated, the requesting Party shall not be obligated to compensate the SWAT Team or any Party for services rendered by the SWAT Team, injuries or death to any member of the SWAT Team, or for the use of or damage to SWAT Team equipment.
- h. Compensation to SWAT Team for Non-Parties. Nothing in this Agreement prohibits the SWAT Team from charging an entity or agency, which is not one of the Parties to this Agreement but which requests the services of the SWAT Team for services provided by the SWAT Team to the requesting entity or agency.

- i. Waiver of Claims. The Parties each expressly waive any and all claims of whatever type or nature against the other Parties and their officers, employees, and agents, which may arise from, be in connection with, or relate in any way to the performance of this Agreement.
6. Placement and Removal of Personnel. Each Party shall inform its officers through policy, procedure, practice, or written notification that being a SWAT Team member is an assignment within the officer's current employment. As such, SWAT Team members shall not have any additional rights, including but not limited to, property rights beyond which each employee may have with or through the officer's underlying employment with a Party. Placement on and removal from the SWAT Team is at the discretion of the employing Party or the Commander. The Commander shall retain the right to remove any officer from the SWAT Team with or without cause and in consultation with the Executive Board. Any disciplinary action recommended by the Commander regarding a SWAT Team officer shall be forwarded to the employing Party's Chief of Police, Sheriff, or designee.
7. Policies. All Parties and members of the SWAT Team shall follow SWAT Team policies and procedures in the event of a conflict with their own department's policies and procedures. If no SWAT Team policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the SWAT Team.
8. Personnel and Resource Contribution. The SWAT Team Commander shall select personnel for the SWAT Team from representatives of the Parties through an objective testing process outlined in the SWAT Team Standard Operating Procedures manual designed to assist in choosing the most qualified person for each position. Each party's respective Police Chief, Sheriff, or designee shall control the specific number of personnel allowed.
9. Insurance: Each Party shall maintain insurance as required by law for its employees and property
10. Activation of the SWAT Team. The SWAT Team Commander or designee shall activate the SWAT Team by notifying the Parties and SWAT Team members of an incident requiring its services. Due to such incidents' ordinarily exigent and specialized nature, the Parties agree to release SWAT Team members from their regular duties to respond to a specific incident as promptly as possible. Upon activation of the SWAT Team, SWAT Team members become subordinate to the SWAT Team Commander or designee's authority until they are released by the SWAT Team Commander or designee or the incident requiring the services of the SWAT Team has concluded.
11. Term of Agreement. This Agreement shall be in effect for an indefinite period not to exceed fifty years. Any period of time stated in this Agreement shall be computed from July 1, 2025.
12. Withdrawal of a Party. Any Party may withdraw from this Agreement for any reason, effective the last day of the fiscal calendar year, upon thirty days written notice to the Executive Board. Upon withdrawal from this Agreement, the withdrawing Party shall retain the property provided by the Party for use by the SWAT Team.

13. Termination of Agreement. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and the passage of a resolution authorizing termination by a majority of the governing bodies. Upon termination of this Agreement, all available program funds, excluding grant funds, shall be distributed among the current Parties in proportion to their most recent annual contribution. The manpower cost of the SWAT Team may also affect the distribution of program funds.
14. Privileges and Immunities. The Parties acknowledge, understand, and agree that all applicable privileges and immunities, in law, equity, or otherwise, that arise from, in connection with, or relate in any way to the acts or omissions of the SWAT Team and/or its members, shall apply to the SWAT Team, its members, and the Parties, including, but not limited to, each of the Parties' officers, officials, employees, agents, representatives, contractors, insurers, and volunteers.
15. Indemnification and Hold Harmless.
- a. The Parties each agree to indemnify any and hold harmless all other Parties for any decision regarding membership of the SWAT Team.
 - b. The Parties each agree to indemnify their own employee(s) who participate on the SWAT Team against claims arising out of, in connection, or relating in any way to actions, conduct, or otherwise performed by such an employee within the course and scope of his/her duties as a SWAT Team member.
 - c. The Parties each agree that each Party shall indemnify and hold harmless the other Parties, including each of their officials, employees, agents, and representatives (collectively, the Indemnified Parties"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by one or more of the Indemnified Parties (collectively, "Losses"), and any cost or expense incurred by one or more of the Indemnified Parties in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to the negligent, reckless, or willful acts or omissions of the Party or the Party's SWAT Team member(s), except to the extent that one or more of the Indemnified Parties caused those Indemnifiable Losses.
 - d. A Party's compliance with any provision of this Agreement or law to obtain or maintain insurance shall not waive or limit a Party's obligations under Section 15 of this Agreement. The rights and obligations of the Parties set forth in Section 15 of this Agreement will survive the termination of this Agreement.
16. Administration. This Agreement creates no separate legal entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the majority vote of the Executive Board.
17. Review by Legal Counsel. Each of the Parties hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code (1953 as amended), it has submitted this agreement to an

attorney authorized to represent it for review as to proper form and compliance with applicable law.

18. Filing of Interlocal Agreement. Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the Parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.
19. Compliance with Laws. The Parties each agree that they will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Parties and their employees in connection with the performance of this Agreement.
20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice the Parties' rights to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, concerning any uncured breach or default of or under this Agreement.
21. Waivers or Modification. No waiver or failure to enforce one or more provisions of this Agreement shall be construed as a continuing waiver. A waiver or modification of any provision of this Agreement or any breach thereof shall not constitute a waiver or modification of any other provision or breach. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally. They 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.
22. Entire Agreement. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives, and all persons or entities claiming by, through, or under them. This Agreement, including all attachments, if any, constitutes the entire agreement and understanding between the Parties concerning the subject matter herein. Unless otherwise set forth herein, this Agreement supersedes all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral. This Agreement may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
23. Force Majeure. If any of the Parties shall be delayed or hindered in or prevented from the performance of any act required under this Agreement because of acts of God, acts of the United States Government, acts of the State of Utah, 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, pandemics, or other reasons of similar nature not the fault of the Party delayed, then the 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.
24. 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 the Parties.

25. 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 by 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 subject to federal court jurisdiction) shall have exclusive jurisdiction and be the exclusive venue concerning any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement.
26. Severability. If any provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction only, be inoperative, null, and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such provision in any other jurisdiction.
27. Remedies. In the event of a dispute or disagreement regarding any provision of this Agreement, the parties reserve the right to pursue any and all remedies available under law or equity, including but not limited to, litigation, injunctive relief, specific performance, or other equitable relief. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If any party to this Agreement brings legal action to enforce or interpret any provision contained herein, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees incurred in such action.
28. No Third-Party Beneficiaries. The Parties enter into this Agreement 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.
29. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to perform the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
30. 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 the same Agreement.
31. Approved by Resolution. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that the execution of this Agreement has been approved by a resolution duly adopted by the governing authority of such Party, and that a signed copy of this Agreement will be filed with the keeper of public records of such Party of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

IN WITNESS WHEREOF, the parties have executed multiple copies or counterparts of this Agreement,

each of which will be deemed an original.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

CITY OF CLEARFIELD, UTAH

By: _____

Title: _____

Date: _____

ATTEST:

Clearfield City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Clearfield City Attorney

CITY OF CLINTON, UTAH

By: _____

Title: _____

Date: _____

ATTEST:

Clinton City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Clinton City Attorney

CITY OF LAYTON, UTAH

By: _____

Title: _____

Date: _____

ATTEST:

Layton City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Layton City Attorney

CITY OF NORTH SALT LAKE, UTAH

By: _____

Title: _____

Date: _____

ATTEST:

North Salt Lake City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

North Salt Lake City Attorney

CITY OF SUNSET, UTAH

By: _____

Title: _____

Date: _____

ATTEST:

Sunset City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Sunset City Attorney

SYRACUSE CITY, UTAH

By: _____

Title: _____

Date: _____

ATTEST:

Syracuse City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Syracuse City Attorney

DAVIS COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

Davis County Clerk

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

Davis County Attorney's Office

NORTH DAVIS METRO SWAT TEAM EXECUTIVE BOARD BY-LAWS

Pursuant to the Interlocal Cooperation Agreement for the North Davis Metro SWAT Team effective July 1, 2025 (the "Agreement"), to provide a specialized response force capable of dealing with incidents that exceed the capabilities of law enforcement patrol, and having determined a need for an Executive Board to direct such effort, the following Bylaws are hereby adopted.

1. Purpose of Executive Board. This body shall be known as the North Davis Metro SWAT Team ("SWAT Team") Executive Board. The purpose of the Executive Board is to:
 - a. Direct and coordinate the activities of the SWAT Team.
 - b. Approve standard operating procedures for the SWAT Team.
 - c. Approve the selection of the SWAT Team Commander.
 - d. Evaluate the performance of the SWAT Team operations.
 - e. Approve an annual report on the activities and accomplishments of the SWAT Team.
 - f. Request audits of SWAT Team funds, property, and training records.
 - g. Establish and periodically review assessment fees and the predetermined cost per officer.
2. Membership. The Executive Board shall consist of the Chief of Police, Sheriff, or designee of each law enforcement agency that is a Party to the Agreement. Each agency represented on the Executive Board shall have one vote.
3. Officers. The Chairperson shall be nominated and elected by a majority vote of the Executive Board. The Chairperson's term shall be four years. Nominations shall be made, and elections shall occur at the Executive Board's regular August meeting. The duties of the Chairperson are as follows:
 - a. Recruit and encourage law enforcement agencies to participate in the SWAT Team and honor existing commitments.
 - b. Act as the public spokesperson for the Executive Board.
 - c. Call meetings, establish meeting agendas, call meetings to order, preside at meetings, announce business to the Executive Board, call for motions and votes, keep or designate someone to keep meeting notes, and decide all questions of order.
 - d. Write and review policy, make final decisions, assist with personnel issues, and approve purchases.
 - e. The Executive Board shall select the lead agency from one of the Manpower Participants. The Lead Agency shall remain in place for a term determined by the Executive Board or remain in place as long as the parent jurisdiction permits this duty.
4. Committees. The Executive Board shall create such committees as deemed necessary by the Executive Board. Upon creation of a committee, the Chairperson shall appoint a Committee Chairperson. Such Committee Chairperson shall then serve at the direction of the Executive Board Chairperson. The Committee Chairperson shall recommend committee members and staff resources for the committee, subject to the approval of the Executive Board.
5. Meetings. The Executive Board shall meet at least quarterly at times and places designated by the Chairperson. Three members of the Executive Board may also call a meeting of the Executive Board. All meetings will be conducted in accordance with Roberts Rules of Order, Newly Revised.

6. Quorum. The presence of a majority of Executive Board members at any meeting will constitute a quorum. Except as otherwise specifically provided in these rules, a majority vote of a quorum shall be required and shall be sufficient to transact any business before the Executive Board.
7. Assessment Fees. Each Party shall be assessed an annual fee based on a per-resident cost within that Party's jurisdiction taken from the US Census data in December of the upcoming fiscal year. The per-resident rate shall initially be assessed at 0.25 cents per resident as described on "Exhibit 1" attached hereto and incorporated by this reference.

Manpower Participants shall be exempt from the per-resident fee. Instead, Manpower Participants shall be responsible for a cost based on a predetermined rate per officer assigned to the SWAT Team. This cost shall cover training, equipment, and other operational expenses necessary to maintain SWAT Team readiness.

The current predetermined rate per officer per year is \$3,354.79. Parties agree to a 30-day net payment of the assessment fees and/or cost per officer following the third quarterly board meeting.

If a Party increases its personnel and assigns additional officers to the SWAT Team, that agency shall be responsible for providing the necessary funds to the SWAT Team to equip the additional officer(s) correctly. This includes, but is not limited to, weapons, protective gear, uniforms, training, and any other required equipment. These costs shall be in addition to the Party's regular annual assessment fees and must be provided promptly to ensure operational readiness and uniformity across the SWAT Team.

The current rate for adding an officer to the SWAT Team is \$10,043.92 per officer.

8. Adoption and Amendment. These Bylaws are adopted effective July 1, 2025. These Bylaws may be amended by a two-thirds vote of the Executive Board present, except that no vote may be taken in the same meeting in which such Bylaw amendment is initially proposed.

EXHIBIT 1
Assessment Fee Breakdown

FY 2025 – 2026 Requested Budget - \$100,644

Assessment fees are determined by 0.25 cents per resident for Non-Manpower Participants and \$3,354.79 per officer rate for Manpower Participants. Assessment fee revenue over \$100,644 is redistributed back to Manpower Participants (manpower adjustment = Gross total – Net Total x manning percentage) as a reduction in their net total assessment fee. The funding model outlined ensures an equitable distribution of financial responsibility among participating agencies while maintaining the necessary resources for the SWAT Team's operational effectiveness.

CITY	NET TOTAL (Assessment Fee)	POPULATION	PER RESIDENT FEE	PERSONNEL	GROSS TOTAL	MANNING PERCENTAGE	MANPOWER ADJUSTMENT
Clearfield	\$8,968.34	34,470		3	\$10,064.38	10.34%	\$1,096.03
Clinton	\$3,354.79	23,588		1	\$3,354.79	3.45%	\$0.00
Davis County	\$11,957.79			4	\$13,419.17	13.79%	\$1,461.37
Layton PD	\$59,788.96	88106		20	\$67,095.83	68.97%	\$7,306.87
N. Salt Lake	\$2,989.45	24424		1	\$3,354.79	3.45%	\$365.34
Sunset	\$1,339.50	5358	0.25		\$1,339.50	0.00%	\$0.00
Syracuse	\$9,255.50	37,022	0.25		\$9,255.50	0.00%	\$0.00
Total	\$97,654.34	212968		29	\$107,883.96		\$10,229.62



BRIAN HORROCKS

Mayor

KEN LEETHAM

City Manager

CITY OF NORTH SALT LAKE

Police Department

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



CRAIG BLACK

Chief of Police

To: Honorable Mayor and City Council of North Salt Lake
From: Craig Black, Chief of Police
Date: September 2, 2025
Re: Authorization Of The Police Department To Surplus One Handgun

Recommendation:

I recommend the city council authorize the police department to surplus a handgun for presentation to a retiring officer.

Background:

Officer Curtis Everett, a veteran officer of the North Salt Lake Police Department, having served for 21 years as a police officer, 18 of which with North Salt Lake, is retiring on September 7, 2025. As with Officer Marble and Assistant Chief Fritz several months ago, the department is requesting the council authorize the surplus of Officer Everett's duty handgun and present it to him as a token of thanks for his years of service. As was previously discussed, this is a common practice for departments to present their handgun to an officer retiring in good standing. A retired officer is legally authorized to carry a concealed weapon nationwide if they meet standard department qualification requirements and are mentally capable. This is not only an added safety facet for the officer, but society in general.

Proposed Motion:

I move the city council approve Resolution 2025-40R declaring a police department firearm as surplus property and authorizing its transfer of ownership to a retiring officer in good standing.

RESOLUTION NO. 2025-40R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH
SALT LAKE DECLARING A POLICE DEPARTMENT FIREARM AS
SURPLUS PROPERTY AND AUTHORIZING ITS TRANSFER OF
OWNERSHIP TO A RETIRING OFFICER IN GOOD STANDING**

WHEREAS, the City of North Salt Lake has a police officers who will be soon retiring;
and

WHEREAS, the Mayor and City Council desire to honor police officers in good standing
at retirement for their service by carrying on the tradition of awarding a retiring officer with his or
her service weapon; and

WHEREAS, in accordance with State regulations, the City Council has determined to
declare the property listed in Exhibit A as surplus and transfer ownership to police officers, in
good standing, upon retirement.

NOW THEREFORE, BE IT RESOLVED, the Governing Body of the City of North
Salt Lake does hereby approve the firearm listed in Exhibit A as surplus and authorize that said
firearm be given to the retiring officer, upon the occasion of his full service retirement and upon
the receipt of a release of claims relating to the transfer, possession, or use of this former service
weapon.

BE IT FURTHER RESOLVED, by the City Council of the City of North Salt Lake that
the Police Chief is authorized to undertake any and all actions to effect such transfer of
ownership for firearms listed in Exhibit A.

This Resolution shall take effect upon passage.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 2nd day of
September, 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	_____

Exhibit A

The following firearm is proposed to be declared as surplus property:

Make	Model	Caliber	Serial Number
Glock	17	9mm	BSHW120



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Karyn Baxter, City Engineer

DATE: September 2, 2025

SUBJECT: Consideration of request to purchase a portion of 596 East 2600 South

BACKGROUND

The Utah Department of Transportation (UDOT) has been working to obtain property as needed for the upcoming I-15 construction project. Widening of 2600 South will be needed between US Highway 89 and I-15, requiring purchase of part of a parcel owned by the City. This parcel is located at 596 East 2600 South between R&R BBQ and Apollo Burger.

The property acquisition will include the purchase of land to be included in the enlarged 2600 South right-of-way, plus the purchase of a temporary construction easement. The package received from UDOT includes the appraisal and property evaluation, as well as legal descriptions and exhibits showing the areas for the acquisition and easement.

REVIEW

The I-15 widening project has identified the following as the property acquisition needed at this location:

Type	Area (SF)	Area (acre)	Conveyance
Property Purchase	2667	0.061	Quit Claim Deed
Temporary Easement	3457	0.079	Recorded Easement

This partial acquisition is valued at \$68,500. There is an additional incentive payment of \$3,000 offered if the City signs and fully executes a Right of Way contract within 30 days of the date of the offer date. The total payment to the City for this property and the temporary construction easement will be \$71,500.

PROPOSED MOTION

I move that the City Council adopt Resolution No. 2025-41R: A resolution authorizing the City Manager to execute the documents related to the UDOT acquisition of a portion of the property located at 596 East 2600 South.

Attachments:

- 1) Appraisal of Real Property, 596 East 2600 South, PIN 19854 Parcel 1525
- 2) RES 2025-41R

Appraisal of Real Property

A Fee Taking & Temporary Construction Easement

19854 Parcel 1525

596 East 2600 South

North Salt Lake, Davis County, Utah 84054

PIN: 19854

Project Name: Interstate 15 Expansion

Project Number: S-R199(343)

Contract Number: New Program Management Phase

Prepared For:

Horrocks Engineers

Date of the Report:

June 19, 2025

IRR - Salt Lake City

File Number: 160-2025-0437

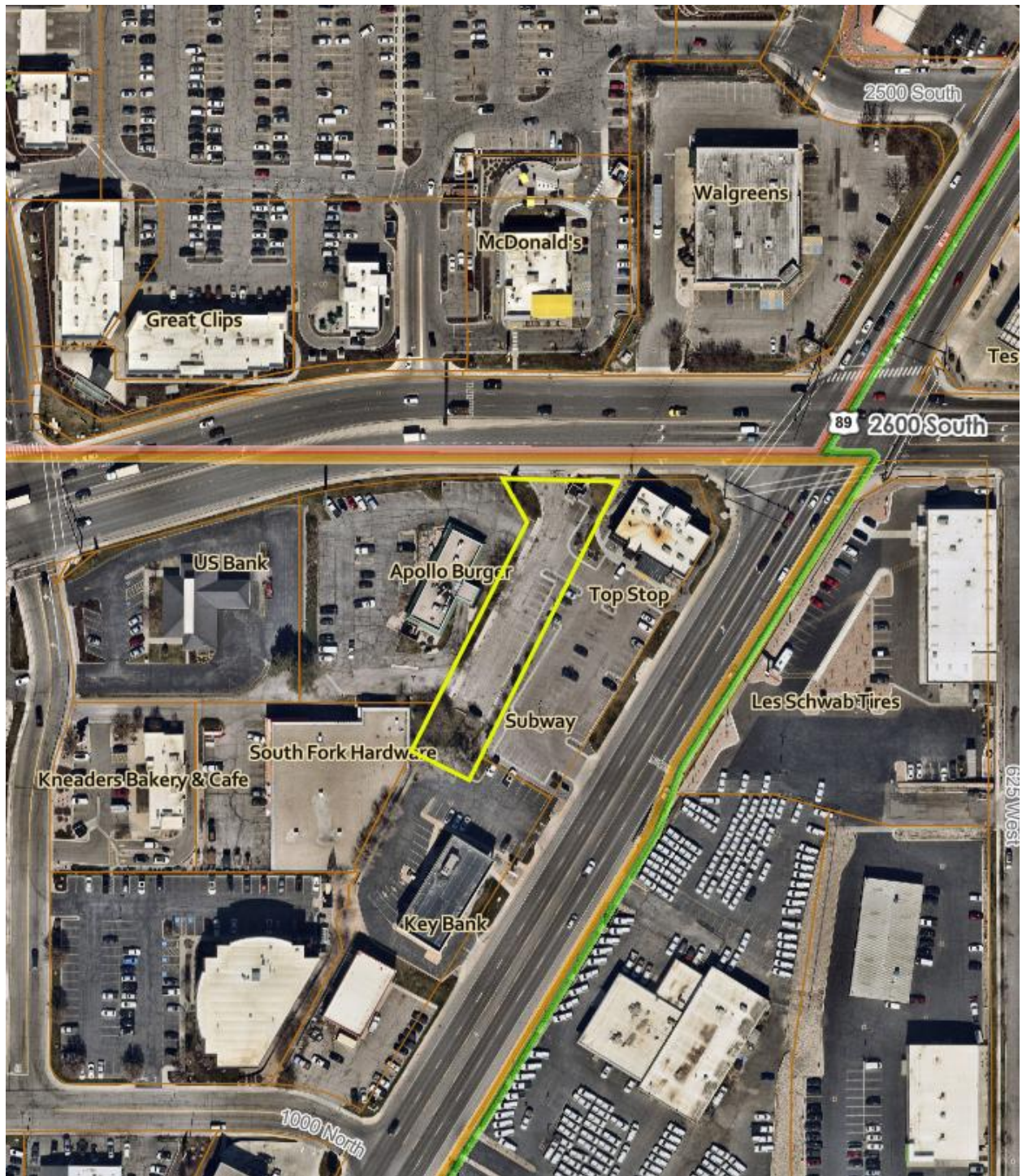


Subject Photographs



19854 Parcel 1525
596 East 2600 South
North Salt Lake, Utah

Aerial Image





June 19, 2025

Ms. Wendy Hansen
Horrocks Engineers
4919 South 1500 West
Suite 300
Riverdale, UT 84405

SUBJECT: Market Value Appraisal
 19854 Parcel 1525
 596 East 2600 South
 North Salt Lake, Davis County, Utah 84054
 PIN: 19854
 Project Number: S-R199(343)
 IRR - Salt Lake City File No. 160-2025-0437

Dear Ms. Hansen:

Integra Realty Resources – Salt Lake City is pleased to submit the accompanying appraisal report. The purpose of the appraisal is to develop an opinion of the market value as is of the proposed takings as of May 6, 2025, the date of inspection. The opinion of value reported below is qualified by certain assumptions, limiting conditions and definitions set forth in the report.

Because the proposed taking involves only a partial acquisition, an opinion of the fee simple value of the subject before the taking is first developed. Value of the proposed taking, including improvements, is then directly developed. Value of the remainder after the taking is then developed as the basis for determining if damages or benefits to the remainder result from the taking. In Utah, value enhancement associated with benefits, if any, can only be used to offset value impairment resulting from damages, if any, not the value of the taking.

The following appraisal sets forth the pertinent data gathered, the techniques employed, and the analyses and conclusions that led to the opinion of value. The analyses, opinions and conclusions were developed based on market data, and this report has been prepared

in conformance with our interpretation of the requirements, guidelines and recommendations, as applicable, set forth in the *Uniform Relocation Assistance and Real Property Acquisition Policies Act* (Uniform Act), the *Uniform Standards of Professional Appraisal Practice* (USPAP), the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, and laws of the State of Utah.

We sent a letter to property ownership requesting their presence at an on-site inspection, to which we received no response. Additionally, a working telephone number was neither provided by the client nor discovered in our research of the property. The subject was therefore inspected from the abutting right of way.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of market value of the proposed taking as of May 6, 2025 is as follows:

Value Conclusion - Partial Acquisition			
Appraisal Premise	Interest Appraised	Date of Value	Total Award
Market Value	Fee Simple	May 6, 2025	\$68,500

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. A current title report was not provided for review. The subject property is reportedly encumbered with an easement or agreement that allows the parking area to be used by the retail to the east. This is assumed to be the true. No copy of this easement or agreement was provided.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The valuation before the taking is based on the hypothetical condition that the proposed right of way project is not planned as of the valuation date.
2. The valuation after the taking is based on the hypothetical condition that the proposed project improvements are in-place as of the date of value.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Ms. Wendy Hansen
Horrocks Engineers
June 19, 2025
Page 3

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Salt Lake City



Benjamin D. LeFevre, MAI
Utah Certified General Appraiser #5757228-
CG00
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Email: blefevre@irr.com



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Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

An internal quality assurance assessment was conducted by an IRR Certified Reviewer prior to delivery of this appraisal report. This assessment should not be construed as an appraisal review as defined by USPAP.

UDOT EPM Summary

UDOT EPM Compensation Summary

Project Name: Interstate 15 Expansion

Project Number: S-R199(343)

PIN: 19854

Land Taking(s)	Parcel No.	Owner	Fee Taking (SF)	Perpetual Easement	Temporary Easement (SF)	Per Unit Value	Partial Interest Factor	Duration	Sub-Total	Total
	1525:REF	City of North Salt Lake	1,349			\$32.00			\$43,168	
	1525:E	City of North Salt Lake			3,457	\$32.00	8%	2.8594	\$25,305	
										\$68,473
Improvement Taking(s)	Parcel No.	Improvement	Fee Taking	Perpetual Easement	Temporary Easement	Per Unit Value	Depreciation		Sub-Total	Total
									\$0	
										\$0
										\$0
Cost to Cure	Parcel No.	Cost to Cure Item	Fee Taking	Perpetual Easement	Temporary Easement	Per Unit Value			Sub-Total	Total
									\$0	
										\$0
										\$0
Benefits	Parcel No.	Source of Benefit	Fee Taking	Perpetual Easement	Temporary Easement	Per Unit Value			Sub-Total	Total
									\$0	
										\$0
										\$0
Damages	Parcel No.	Source of Damage	Fee Taking	Perpetual Easement	Temporary Easement	Per Unit Value	Factor		Sub-Total	Total
									\$0	
										\$0
										\$0
Total Award	Total Award								Rounding	Total
	Total									\$68,473
	Rounded								\$27	\$68,500

Executive Summary

Property Name	19854 Parcel 1525
Address	596 East 2600 South
	North Salt Lake, Davis County, Utah 84054
Property Type	Land - Easement
Owner of Record	North Salt Lake City
Tax ID	06-095-0054
Land Area	0.52 acres; 22,786 SF
Zoning Designation	CH, Highway Commercial
Highest and Best Use	Retail use
Effective Date of the Appraisal	May 6, 2025
Date of the Report	June 19, 2025
Property Interest Appraised	Fee Simple

The values reported are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Horrocks Engineers may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Summary of Partial Acquisition

Land Area - Before the Taking	22,786	SF; 0.52	AC
Fee Taking	1,349	SF; 0.03	AC
Temporary Construction Easement	3,457	SF; 0.08	AC
Land Area - After the Taking	21,437	SF; 0.49	AC
Perpetually Encumbered	0	SF; 0.00	AC
Highest and Best Use - After the Taking	Unchanged from the before condition		
Effective Date of the Appraisal	May 6, 2025		
Date of the Report	June 19, 2025		
Property Interest Appraised	Fee Simple		

Value Conclusions

Total Award	\$68,500
-------------	----------

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. A current title report was not provided for review. The subject property is reportedly encumbered with an easement or agreement that allows the parking area to be used by the retail to the east. This is assumed to be the true. No copy of this easement or agreement was provided.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The valuation before the taking is based on the hypothetical condition that the proposed right of way project is not planned as of the valuation date.
2. The valuation after the taking is based on the hypothetical condition that the proposed project improvements are in-place as of the date of value.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject is a parcel of vacant land containing an area of 0.52 acres or 22,786 square feet. The property is zoned CH, Highway Commercial, which permits a variety of retail and commercial uses. A legal description of the property is provided in the addenda.

Property Identification

Property Name	19854 Parcel 1525
Address	596 East 2600 South North Salt Lake, Utah 84054
Tax ID	06-095-0054
Owner of Record	North Salt Lake City
Legal Description	See Addenda
Census Tract Number	1270.02

Sale History

No known sales or transfers of ownership have taken place within a five-year period prior to the effective appraisal date.

Pending Transactions

Based on discussions with the appropriate contacts, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinion(s) of value:

- The market value as is of the fee simple interest in the subject property as of the effective date of the appraisal, May 6, 2025

The date of the report is June 19, 2025. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

“Fair market value means the amount at which property would change hands between a willing buyer and seller, neither being under compulsion to buy or sell and both having reasonable knowledge of the facts.” (Utah Code Title 59-2-102(13))

The appraisal is intended to estimate the cash equivalent value of the subject property as of May 6, 2025. In estimating the value of the property, we will consider the market value under conditions prevalent as of that date. Establishing the effective date of the appraisal is standard appraisal practice and is necessary to consider as real property values are subject to change over time. Aside from possible physical changes to the property, the value of real estate is also subject to changing economic conditions, under which value may remain static, increase, or decrease. Additionally, changing policies of governing authorities may impede or encourage development over time thereby positively or negatively impacting value. These limitations are implicit in the definition of market value used herein. Please note that the valuation makes no reduction for commissions on sale, unpaid taxes, or liens against the property unless explicitly stated.

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

Client and Intended User(s)

The client and intended user is Horrocks Engineers. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for eminent domain purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- The Uniform Act;

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Benjamin D. LeFevre, MAI	None	May 6, 2025

We sent a letter to property ownership requesting their presence at an on-site inspection, to which we received no response. Additionally, a working telephone number was neither provided by the client nor discovered in our research of the property. The subject was therefore inspected from the abutting right of way.

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

The cost and income approaches to value are not utilized as the property's primary improvements are not materially impacted by the taking. That being the case, the valuation of such is not necessary to accomplish the purpose of this appraisal assignment.

Process

This appraisal involves a partial taking. In a partial acquisition in the State of Utah, the steps to be followed are as listed below:

- Identify and describe the larger parcel to be valued before acquisition
- Determine the highest and best use before acquisition
- Estimate market value before acquisition
- Identify takings
- Estimate market value of the takings
- Identify the larger parcel after the acquisition
- Determine highest and best use after the acquisition
- Analyze remainder tract for damages and/or special benefits
- Estimate market value after acquisition

In following these steps the larger parcel is discussed first below.

Identification of Larger Parcel

The larger parcel is "... a term used in eminent domain proceedings, signifying that the parcel taken is not a complete parcel but part of a 'larger parcel;' the owner, therefore is entitled to damages from the severance as well as the value of the parcel taken. Unity of ownership, use, and contiguity must be present, although federal courts and some states do not require contiguity where there is strong unity of use." (*Black's Law Dictionary*, 6th ed. 1891-1991: 882)

Unity of Ownership: This requirement refers to common ownership of the property. In this case, the entire parcel is owned by North Salt Lake City. The property therefore satisfies the unity of ownership test.

Contiguity: Contiguity exists where parcels of land touch or adjoin in a substantial, physical sense. In this case, the property is entirely contiguous, thereby satisfying this test.

Unity of Use: The unity of use element refers to the highest and best use of the land. There are four tests applied in the determination of highest and best use, physical suitability, legal permissibility, economic feasibility and maximum productivity.

Physically, the property is all similar. Access is common and general physical characteristics are consistent from a market standpoint. Legally, the property is all identically zoned. Economically, use of the overall site is most reasonable. Accordingly, the property is considered to also satisfy the unity of use test.

Larger Parcel Conclusion: Based on analysis and consideration of the foregoing factors, it is concluded that the larger parcel comprises the entire subject property as described herein.

Economic Analysis

Davis County Area Analysis

Davis County is 299 square miles in size and has a population density of 1,267 persons per square mile.

Population

Davis County has an estimated 2025 population of 378,658, which represents an average annual 0.9% increase over the 2020 census of 362,679. Davis County added an average of 3,196 residents per year over the 2020-2025 period, but its annual growth rate lagged the State of Utah rate of 1.3%.

Looking forward, Davis County's population is projected to increase at a 0.8% annual rate from 2025-2030, equivalent to the addition of an average of 2,929 residents per year. Davis County's growth rate is expected to lag that of Utah, which is projected to be 1.0%.

Population Trends					
	Population			Compound Ann. % Chng	
	2020 Census	2025 Estimate	2030 Projection	2020 - 2025	2025 - 2030
Davis County	362,679	378,658	393,305	0.9%	0.8%
Utah	3,271,616	3,484,888	3,656,429	1.3%	1.0%
USA	331,449,281	337,643,652	345,735,705	0.4%	0.5%

Source: Claritas

Employment

Total employment in Davis County was estimated at 145,814 jobs as of June 2024. Between year-end 2014 and 2024, employment rose by 29,987 jobs, equivalent to a 25.9% increase over the entire period. There were gains in employment in nine out of the past ten years. Although Davis County's employment rose over the last decade, it underperformed Utah, which experienced an increase in employment of 29.5% or 390,389 jobs over this period.

A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Davis County unemployment rate has been consistently lower than that of Utah, with an average unemployment rate of 2.9% in comparison to a 3.2% rate for Utah. A lower unemployment rate is a positive indicator.

Recent data shows that the Davis County unemployment rate is 2.7% in comparison to a 2.9% rate for Utah, a positive sign that is consistent with the fact that Davis County has outperformed Utah in the rate of job growth over the past two years.

Employment Trends						
Year	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
	Davis County	% Change	Utah	% Change	Davis County	Utah
2014	115,827		1,324,820		3.4%	3.7%
2015	120,179	3.8%	1,375,435	3.8%	3.3%	3.6%
2016	123,318	2.6%	1,414,274	2.8%	3.1%	3.3%
2017	126,303	2.4%	1,464,873	3.6%	3.0%	3.1%
2018	130,844	3.6%	1,510,695	3.1%	2.8%	2.9%
2019	134,152	2.5%	1,547,895	2.5%	2.4%	2.5%
2020	136,328	1.6%	1,557,825	0.6%	4.2%	4.9%
2021	136,025	-0.2%	1,623,923	4.2%	2.5%	2.8%
2022	139,787	2.8%	1,679,034	3.4%	2.2%	2.4%
2023	144,252	3.2%	1,713,155	2.0%	2.4%	2.6%
2024*	145,814	1.1%	1,715,209	0.1%	3.0%	3.3%
Overall Change 2014-2024	29,987	25.9%	390,389	29.5%		
Avg Unemp. Rate 2014-2024					2.9%	3.2%
Unemployment Rate - December 2024					2.7%	2.9%

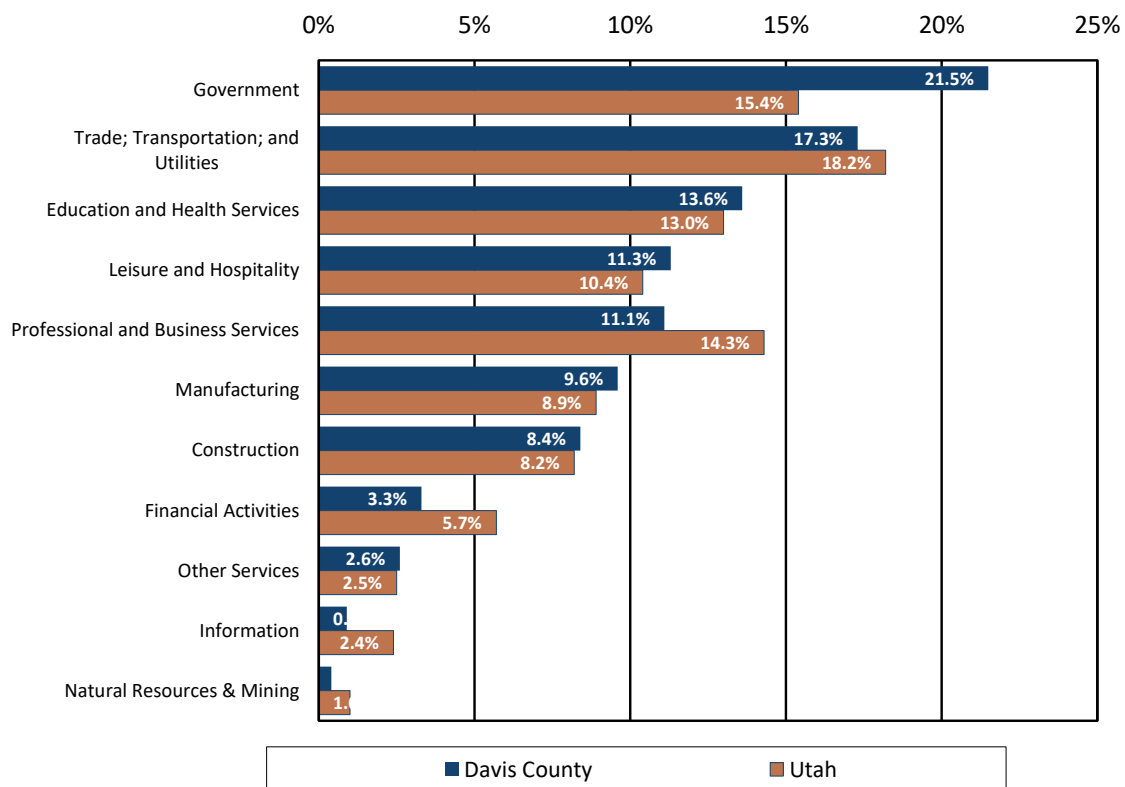
*Total employment data is as of June 2024.

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

Employment Sectors

The composition of the Davis County job market is depicted in the following chart, along with that of Utah. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Davis County jobs in each category.

Employment Sectors - 2024



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Davis County has greater concentrations than Utah in the following employment sectors:

1. Government, representing 21.5% of Davis County payroll employment compared to 15.4% for Utah as a whole. This sector includes employment in local, state, and federal government agencies.
2. Education and Health Services, representing 13.6% of Davis County payroll employment compared to 13.0% for Utah as a whole. This sector includes employment in public and private schools, colleges, hospitals, and social service agencies.
3. Leisure and Hospitality, representing 11.3% of Davis County payroll employment compared to 10.4% for Utah as a whole. This sector includes employment in hotels, restaurants, recreation facilities, and arts and cultural institutions.
4. Manufacturing, representing 9.6% of Davis County payroll employment compared to 8.9% for Utah as a whole. This sector includes all establishments engaged in the manufacturing of durable and nondurable goods.

Davis County is underrepresented in the following sectors:

1. Trade; Transportation; and Utilities, representing 17.3% of Davis County payroll employment compared to 18.2% for Utah as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Professional and Business Services, representing 11.1% of Davis County payroll employment compared to 14.3% for Utah as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.
3. Financial Activities, representing 3.3% of Davis County payroll employment compared to 5.7% for Utah as a whole. Banking, insurance, and investment firms are included in this sector, as are real estate owners, managers, and brokers.
4. Information, representing 0.9% of Davis County payroll employment compared to 2.4% for Utah as a whole. Publishing, broadcasting, data processing, telecommunications, and software publishing are included in this sector.

Major Employers

Major employers in Davis County are shown in the following table.

Major Employers - Davis County		
	Name	Number of Employees
1	Dept of Defense	10000-14999
2	Davis County School District	10000-14999
3	Northrop Grumman Corp	2000-2999
4	Smith's Food & Drug	2000-2999
5	Wal-Mart	1000-1999
6	Lifetime Products Inc.	1000-1999
7	Lagoon Corporation, Inc.	1000-1999
8	Intermountain Health Care	1000-1999
9	Tanner Memorial Clinic	1000-1999
10	Davis County Government	1000-1999

Source: Utah Department of Workforce Services

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been considerably lower in Davis County than Utah overall during the past decade. Davis County has grown at a 3.6% average annual rate while the State of Utah has grown at a 4.5% rate. However, Davis County has recently performed better than Utah. GDP for Davis County rose by 4.6% in 2023 while Utah's GDP rose by 3.7%.

Davis County has a per capita GDP of \$47,558, which is 28% less than Utah's GDP of \$65,968. This means that Davis County industries and employers are adding relatively less value to the economy than their counterparts in Utah.

Gross Domestic Product				
	(\$,000s)		(\$,000s)	
Year	Davis County	% Change	Utah	% Change
2013	12,455,338	–	145,026,900	–
2014	12,673,310	1.8%	150,076,300	3.5%
2015	12,693,023	0.2%	155,431,500	3.6%
2016	13,200,470	4.0%	162,528,200	4.6%
2017	14,039,771	6.4%	172,075,000	5.9%
2018	14,830,604	5.6%	182,106,000	5.8%
2019	15,464,703	4.3%	192,760,600	5.9%
2020	15,752,640	1.9%	194,750,200	1.0%
2021	16,772,230	6.5%	210,446,900	8.1%
2022	16,970,468	1.2%	217,442,500	3.3%
2023	17,748,951	4.6%	225,459,400	3.7%
Compound % Chg (2013-2023)		3.6%		4.5%
GDP Per Capita 2023	\$47,558		\$65,968	

Source: U.S. Bureau of Economic Analysis and Moody's Analytics; data released December 2024.

The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

Household Income

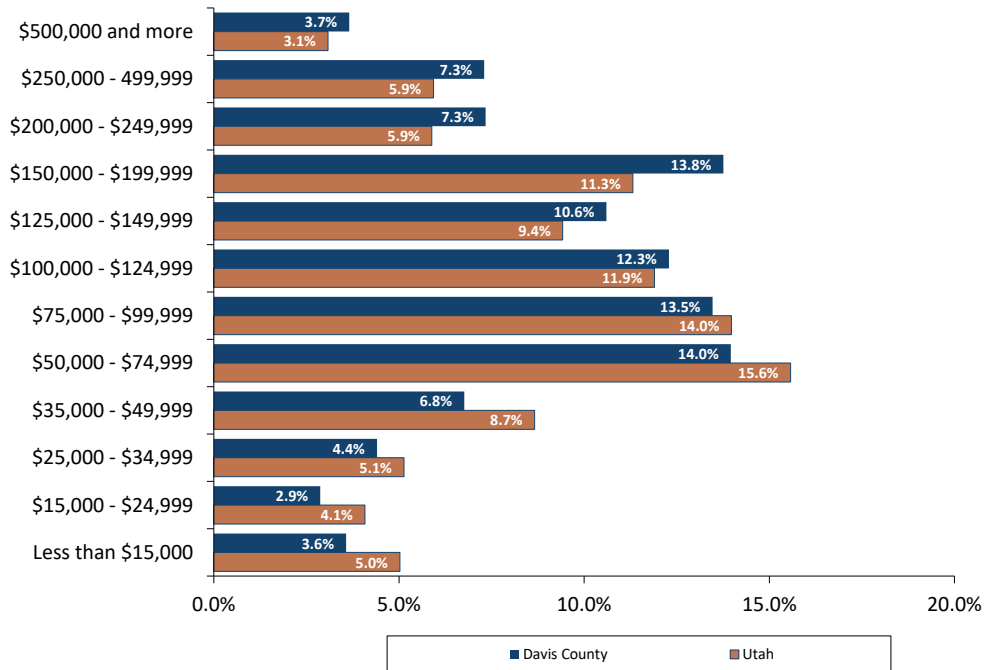
Davis County is more affluent than Utah. Median household income for Davis County is \$109,742, which is 15.1% greater than the corresponding figure for Utah.

Median Household Income - 2025	
	Median
Davis County	\$109,742
Utah	\$95,337
Comparison of Davis County to Utah	+ 15.1%

Source: Claritas

The following chart shows the distribution of households across twelve income levels. Davis County has a greater concentration of households in the higher income levels than Utah. Specifically, 32% of Davis County households are at the \$150,000 or greater levels in household income as compared to 26% of Utah households. A lesser concentration of households is apparent in the lower income levels, as 18% of Davis County households are below the \$50,000 level in household income versus 23% of Utah households.

Household Income Distribution - 2025

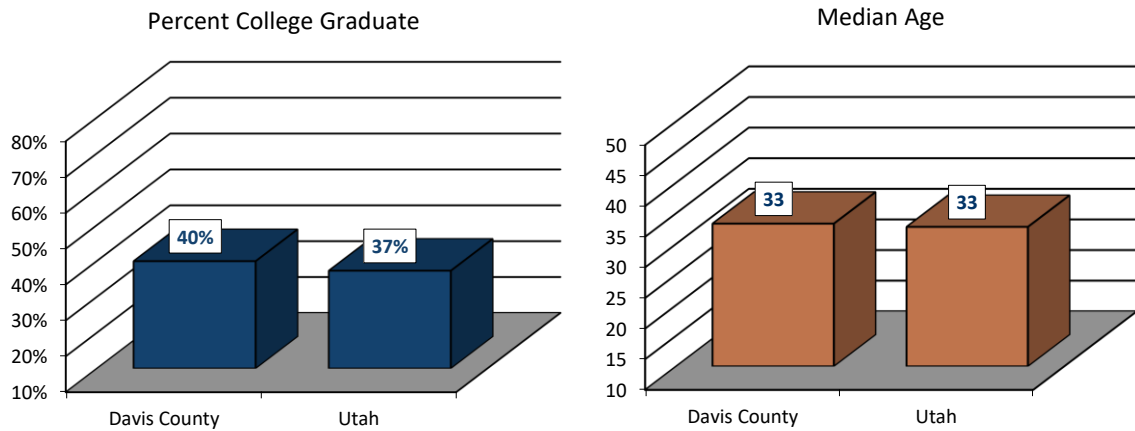


Source: Claritas

Education and Age

Residents of Davis County have a higher level of educational attainment than those of Utah. An estimated 40% of Davis County residents are college graduates with four-year degrees, versus 37% of Utah residents. People in Davis County are similar in age to their Utah counterparts. The median age of both Davis County and Utah is 33 years.

Education & Age - 2025

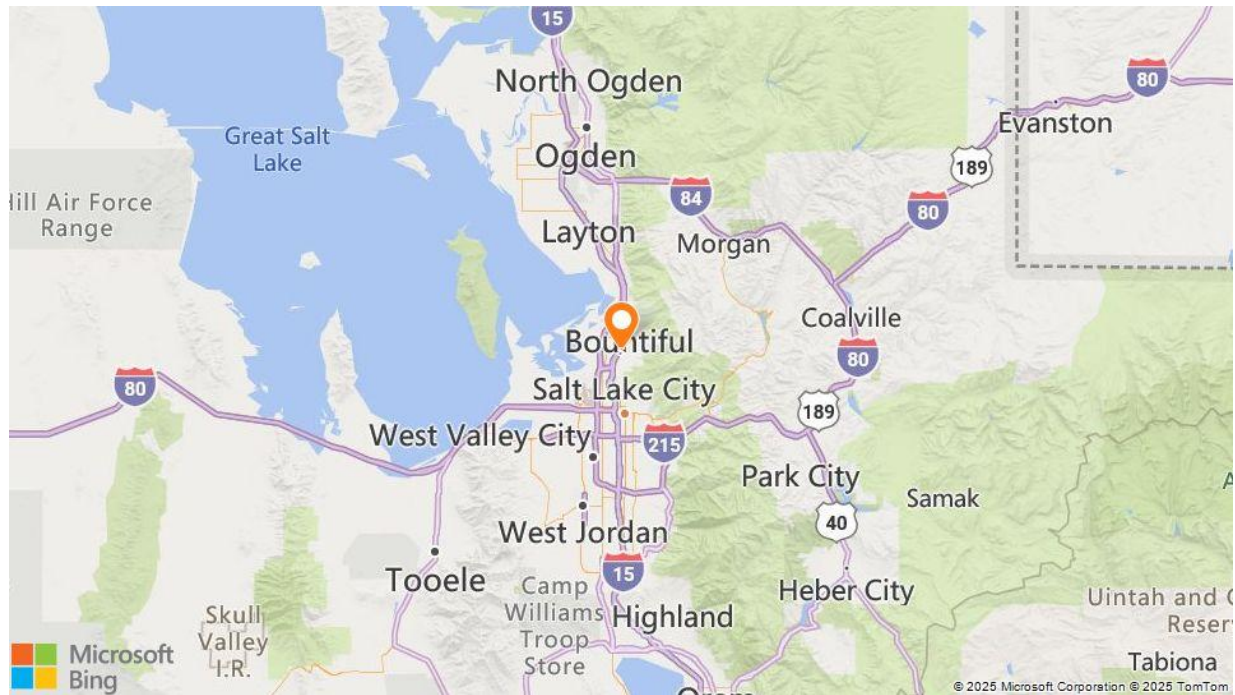


Source: Claritas

Conclusion

The Davis County economy will benefit from a growing population base and higher income and education levels. Davis County experienced growth in the number of jobs and has maintained a consistently lower unemployment rate than Utah over the past decade. It is anticipated that the Davis County economy will improve and employment will grow, strengthening the demand for real estate.

Area Map



Surrounding Area Analysis

The subject is located in North Salt Lake just east of Interstate 15. Area boundaries and delineation are indicated in the following table. A map identifying the location of the property follows this section.

Boundaries & Delineation	
Boundaries	
Market Area	Davis County
Submarket	Woods Cross Area
Area Type	Suburban
Delineation	
North	500 South Bountiful
South	Approximately Center Street
East	Orchard Drive
West	Interstate 15

Access and Linkages

Primary access and linkages to the subject area, including highways, roadways, public transit, traffic counts, and airports, are summarized in the following table.

Access & Linkages	
Vehicular Access	
Major Highways	Interstate 15
Primary Corridors	Highway 89, Redwood Road
Vehicular Access Rating	Average
Public Transit	
Providers	Utah Transit authority
Transit Access Rating	Average
Airport(s)	
Distance	Just under 10 miles
Driving Time	15 to 20 minutes depending on traffic
Primary Transportation Mode	Automobile

Life Cycle

Real estate is affected by cycles involving development trends within a market area as well as market and economic forces. Trends in demand for development in a particular market are described by the Market Area Life Cycle, while market and economic trends are described by the Real Estate Cycle.

A Market Area Life Cycle typically evolves through four stages²:

² *The Appraisal of real estate, 14th Edition.* (2013). Appraisal Institute

- Growth – a period during which the market area gains public favor and acceptance
- Stability – a period of equilibrium without marked gains or losses
- Decline – a period of diminishing demand
- Revitalization – a period of renewal, redevelopment, modernization, and increasing demand

The subject's market area is in the growth stage of the Market Area Life Cycle.

The Real Estate Cycle also impacts a neighborhood. The stages of the Real Estate Cycle include:

- Expansion – Sustained growth in demand, increasing construction
- Decline – Positive but falling demand, increasing vacancy
- Recession – Falling demand, decreasing vacancy
- Recovery – Increasing demand, decreasing vacancy

The subject is in the decline state of the Real Estate Cycle, after a period of strong expansion. The market expanded through early to mid 2022. At that time increasing interest rates and general economic uncertainty slowed demand for commercial real estate.

Population and Income

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2025 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	Davis County	Utah
Population 2020	13,538	76,316	106,142	362,679	3,271,616
Population 2025	13,688	78,898	108,627	378,658	3,484,888
Population 2030	13,876	81,288	111,099	393,305	3,656,429
Compound % Change 2020-2025	0.2%	0.7%	0.5%	0.9%	1.3%
Compound % Change 2025-2030	0.3%	0.6%	0.5%	0.8%	1.0%
Households 2020	4,655	25,120	34,824	111,552	1,057,252
Households 2025	4,745	25,879	35,651	116,662	1,131,873
Households 2030	4,831	26,680	36,539	121,349	1,190,446
Compound % Change 2020-2025	0.4%	0.6%	0.5%	0.9%	1.4%
Compound % Change 2025-2030	0.4%	0.6%	0.5%	0.8%	1.0%
Median Household Income 2025	\$87,746	\$102,421	\$104,367	\$109,742	\$95,337
Average Household Size	2.9	3.0	3.0	3.2	3.0
College Graduate %	34%	43%	42%	40%	37%
Median Age	34	35	35	33	33
Owner Occupied %	61%	71%	72%	76%	69%
Renter Occupied %	39%	29%	28%	24%	31%
Median Owner Occupied Housing Value	\$490,409	\$591,441	\$590,171	\$585,585	\$562,209
Median Year Structure Built	1976	1981	1982	1993	1993
Average Travel Time to Work in Minutes	23	23	23	25	24

Source: Claritas

As shown above, the current population within a 3-mile radius of the subject is 78,898, and the average household size is 3.0. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to Davis County overall, the population within a 3-mile radius is projected to grow at a slower rate.

Median household income is \$102,421, which is lower than the household income for Davis County. Residents within a 3-mile radius have a higher level of educational attainment than those of Davis County, while median owner-occupied home values are similar.

Land Use

Land use characteristics of the area are summarized below.

Surrounding Area Land Uses	
Character of Area	Suburban
Predominant Age of Improvements (Years)	New to 30 year effective age
Predominant Quality and Condition	Average
Approximate Percent Developed	90%
Land Use Allocation	
Infrastructure and Planning	Average
Predominant Location of Undeveloped	South and west
Prevailing Direction of Growth	South and west

Immediate Surroundings	
North	2600 South Street
South	Retail Development
East	Restaurant space
West	Fast food restaurant

Outlook and Conclusions

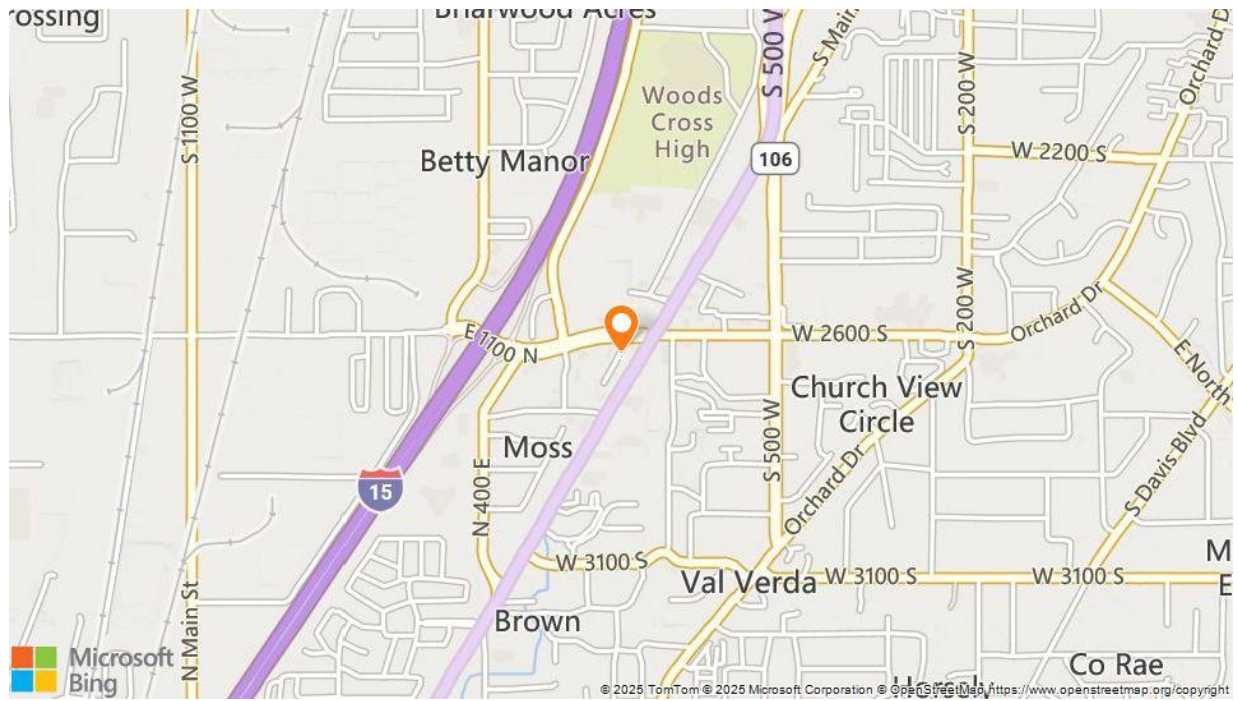
The area is in the growth stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will remain stable or increase over the long term.

In comparison to other areas in the region, the area is rated as follows:

Surrounding Area Ratings

Highway Access	Above Average
Demand Generators	Average
Convenience to Support Services	Average
Convenience to Public Transit	Average
Employment Stability	Average
Neighborhood Amenities	Average
Police and Fire Protection	Average
Barriers to Competitive Entry	Average
Price/Value Trends	Average
Property Compatibility	Average

Surrounding Area Map



Property Analysis

Land Description and Analysis

Location

The property is located on east side of Interstate 15 at the corner of 2600 South and Hwy 89.

Geographical Coordinates

The geographical coordinates of the subject are 40.842064° latitude -111.91187° longitude.

Land Area

The following table summarizes the subject's land area.

Land Area Summary			
Tax ID	Address	SF	Acres
06-095-0054	596 E 2600 South	22,786	0.52
Source: Public Records			

Shape and Dimensions

The site is irregular in shape, but functional. Site utility based on shape and dimensions is average.

Topography

The site is generally level and at street grade along 2600 South. The topography does not result in any particular development limitations.

Drainage

No particular drainage problems were observed or disclosed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

Flood Hazard Status

The following table indicates applicable flood hazard information for the subject property, as determined by review of available flood maps obtained from the Federal Emergency Management Agency (FEMA).

Flood Hazard Status

Community Panel Number	49011C0507F
Date	September 15, 2022
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No

Seismic Hazard Status

Based on review of available liquefaction maps, the subject is located in an area of high risk of liquefaction from significant seismic activity.

Environmental Hazards

An environmental assessment report was not provided for review, and during the inspection, no obvious signs of contamination on or near the subject were observed. However, environmental issues are beyond the scope of expertise of the assignment participants. It is assumed the property is not adversely affected by environmental hazards.

Ground Stability

A soils report was not provided for review. Based on the inspection of the subject and observation of development on nearby sites, there are no apparent ground stability problems. However, soils analyses are beyond the scope of expertise of the assignment participants. It is assumed the subject's soil bearing capacity is sufficient to support a variety of uses, including those permitted by zoning.

Streets, Access and Frontage

Details pertaining to street access and frontage are provided in the following table.

Streets, Access and Frontage

Street	2600 South
Frontage Feet	±121
Paving	Asphalt
Curbs	Yes
Sidewalks	Yes
Lanes	2 way, 2 lanes each way
Direction of Traffic	Northeast/ Southwest
Condition	Average
Traffic Levels	High
Signals/Traffic Control	Traffic light
Access/Curb Cuts	Yes/ One
Visibility	Above average

Utilities

Utilities available to the subject are summarized below.

Utilities

Service	Provider
Water	North Salt Lake
Sewer	North Salt Lake
Electricity	Rocky Mountain Power
Natural Gas	Enbridge Gas
Local Phone	Various Providers

Zoning

The subject is within the Highway Commercial zone. The following table summarizes the applicable zoning requirements affecting the subject.

Zoning Summary

Zoning Jurisdiction	North Salt Lake City
Zoning Designation	CH
Description	Highway Commercial
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	A variety of retail and commercial uses
Category	Zoning Requirement
Minimum Lot Area	Not specifically defined
Minimum Setbacks (Feet)	20' (front and corner side), 10' Rear
Maximum Building Height	30'
Maximum Site Coverage	65%
Parking Requirement	1 space per 75 square feet of floor area plus three stacking spaces for drive through
Other	15% landscaping requirement

Source: North Salt Lake City Zoning Ordinance

Interpretation of zoning ordinances is beyond the scope of expertise of the assignment participants. An appropriately qualified land use attorney should be engaged if a determination of compliance is required.

Other Land Use Regulations

There are no other known land use regulations that would affect the property.

Easements, Encroachments and Restrictions

A current title report was not provided for review. The subject property is reportedly encumbered with an easement or agreement that allows the parking area to be used by the retail to the east. This is assumed to be the true. No copy of this easement or agreement was provided.

There are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Conclusion of Site Analysis

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include a variety of retail and commercial uses. No other restrictions on development are apparent.

Description of Improvements

The property is improved with as a parking lot.



Subject Property



Subject Property



Subject Property



Subject Property

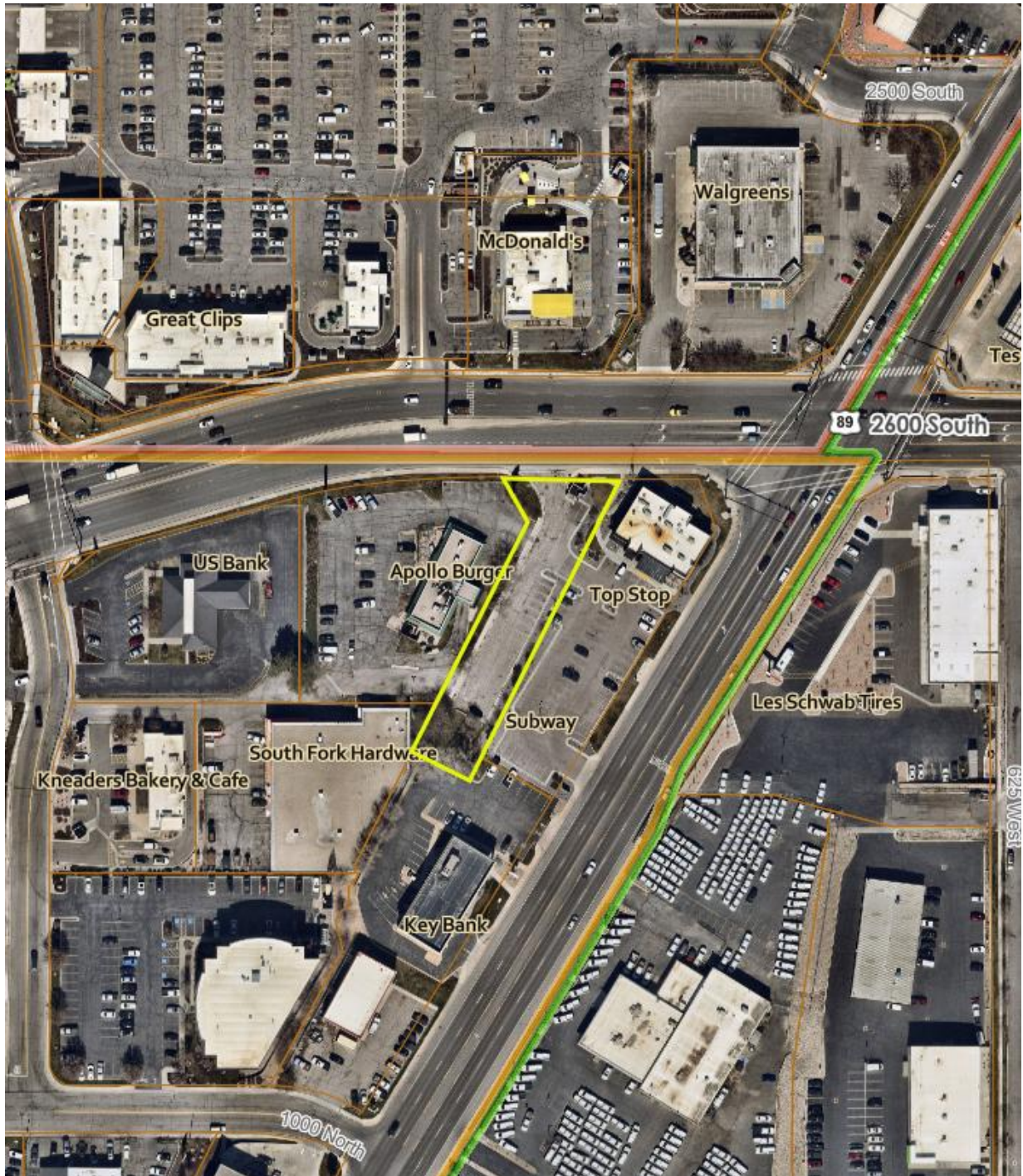


Northeast on 2600



Southwest on 2600

Aerial Image



PREMIUM BBQ - SUBDIVISION
06-393
5890

06-384
5633

06-095-0189
UTAH DEPARTMENT OF TRANSPORTATION
0.258 AC.

06-095-0183
UTAH DEPARTMENT OF TRANSPORTATION
0.007 AC.

06-095-0230
UTAH DEPARTMENT OF TRANSPORTATION
0.007 AC.

06-095-0229
TRACY-COLLINS BANK AND TRUST COMPANY
1.065 AC.
1090 N

06-095-0051
CRT PROPERTIES LLC
0.576 AC.
1050 N

06-095-0052
C & K PROPERTY INVESTMENTS LLC
0.8 AC.
1075 N

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NINE MILE HOLDINGS LLC
1.37 AC.
1010 N

06-095-0061
GRIFFINS GOLDEN GLOW NSL LLC
0.49 AC.

06-095-0148

06-095-0050
APOLLO LC
0.99 AC.
590 E

06-095-0054
NORTH SALT LAKE CITY
0.607 AC.
596 E

06-095-0244
CAPLACO TWELVE INC
1.78 AC.

06-095-0197
WOODS CROSS TOWN
0.27 AC.

06-095-0161
PNI QUALITY AUTO LLC
0.4 AC.

06-095-0223
OVERLAND PETROLEUM LLC
0.419 AC.
2563 S

06-095-0224
UTAH DEPARTMENT OF TRANSPORTATION
0.021 AC.

06-095-0227
SFP-B LIMITED PARTNERSHIP
1.771 AC.

06-095-0234
MACDONALD CHRISTENSEN LLC
1.98 AC.
2774 S

06-095-0199
ROCKWORKS LAND LLC
2.668 AC.

06-095-0238
UTAH DEPARTMENT OF TRANSPORTATION
0.004 AC.

06-095-0239
UTAH DEPARTMENT OF TRANSPORTATION
0.004 AC.

06-095-0240
B2 REAL ESTATE HOLDINGS LLC
0.331 AC.

06-095-0187
WOODS CROSS TOWN
0.27 AC.

06-095-0188
UTAH DEPARTMENT OF TRANSPORTATION
0.258 AC.

06-095-0189
UTAH DEPARTMENT OF TRANSPORTATION
0.258 AC.

06-095-0190
NINE MILE HOLDINGS LLC
1.37 AC.
1010 N

06-095-0191
NINE MILE HOLDINGS LLC
1.37 AC.
1010 N

06-095-0192
NINE MILE HOLDINGS LLC
1.37 AC.
1010 N

06-095-0193
NINE MILE HOLDINGS LLC
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NINE MILE HOLDINGS LLC
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1010 N

06-095-0195
NINE MILE HOLDINGS LLC
1.37 AC.
1010 N

06-095-0196
NINE MILE HOLDINGS LLC
1.37 AC.
1010 N

06-095-0197
WOODS CROSS TOWN
0.27 AC.

06-095-0198
WOODS CROSS TOWN
0.27 AC.

06-095-0199
ROCKWORKS LAND LLC
2.668 AC.

06-095-0200
UTAH DEPARTMENT OF TRANSPORTATION
0.004 AC.

06-095-0201
UTAH DEPARTMENT OF TRANSPORTATION
0.004 AC.

06-095-0202
UTAH DEPARTMENT OF TRANSPORTATION
0.004 AC.

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UTAH DEPARTMENT OF TRANSPORTATION
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UTAH DEPARTMENT OF TRANSPORTATION
0.004 AC.

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UTAH DEPARTMENT OF TRANSPORTATION
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UTAH DEPARTMENT OF TRANSPORTATION
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UTAH DEPARTMENT OF TRANSPORTATION
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0.004 AC.

06-095-0220
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0.004 AC.

06-095-0221
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06-095-0222
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06-095-0226
UTAH DEPARTMENT OF TRANSPORTATION
0.021 AC.

06-095-0227
SFP-B LIMITED PARTNERSHIP
1.771 AC.

06-095-0228
UTAH DEPARTMENT OF TRANSPORTATION
0.004 AC.

06-095-0229
TRACY-COLLINS BANK AND TRUST COMPANY
1.065 AC.
1090 N

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UTAH DEPARTMENT OF TRANSPORTATION
0.007 AC.

06-095-0231
UTAH DEPARTMENT OF TRANSPORTATION
0.007 AC.

06-095-0232
UTAH DEPARTMENT OF TRANSPORTATION
0.007 AC.

06-095-0233
UTAH DEPARTMENT OF TRANSPORTATION
0.007 AC.

06-095-0234
MACDONALD CHRISTENSEN LLC
1.98 AC.
2774 S

06-095-0235
MACDONALD CHRISTENSEN LLC
1.98 AC.
2774 S

06-095-0236
MACDONALD CHRISTENSEN LLC
1.98 AC.
2774 S

06-095-0237
MACDONALD CHRISTENSEN LLC
1.98 AC.
2774 S

06-095-0238
UTAH DEPARTMENT OF TRANSPORTATION
0.004 AC.

06-095-0239
UTAH DEPARTMENT OF TRANSPORTATION
0.004 AC.

06-095-0240
B2 REAL ESTATE HOLDINGS LLC
0.331 AC.

06-095-0241
B2 REAL ESTATE HOLDINGS LLC
0.331 AC.

06-095-0242
B2 REAL ESTATE HOLDINGS LLC
0.331 AC.

06-095-0243
B2 REAL ESTATE HOLDINGS LLC
0.331 AC.

06-095-0244
CAPLACO TWELVE INC
1.78 AC.

06-095-0245
CAPLACO TWELVE INC
1.78 AC.

06-095-0246
CAPLACO TWELVE INC
1.78 AC.

06-095-0247
CAPLACO TWELVE INC
1.78 AC.

06-095-0248
CAPLACO TWELVE INC
1.78 AC.

06-095-0249
CAPLACO TWELVE INC
1.78 AC.

06-095-0250
CAPLACO TWELVE INC
1.78 AC.

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1.78 AC.

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1.78 AC.

06-095-0256
CAPLACO TWELVE INC
1.78 AC.

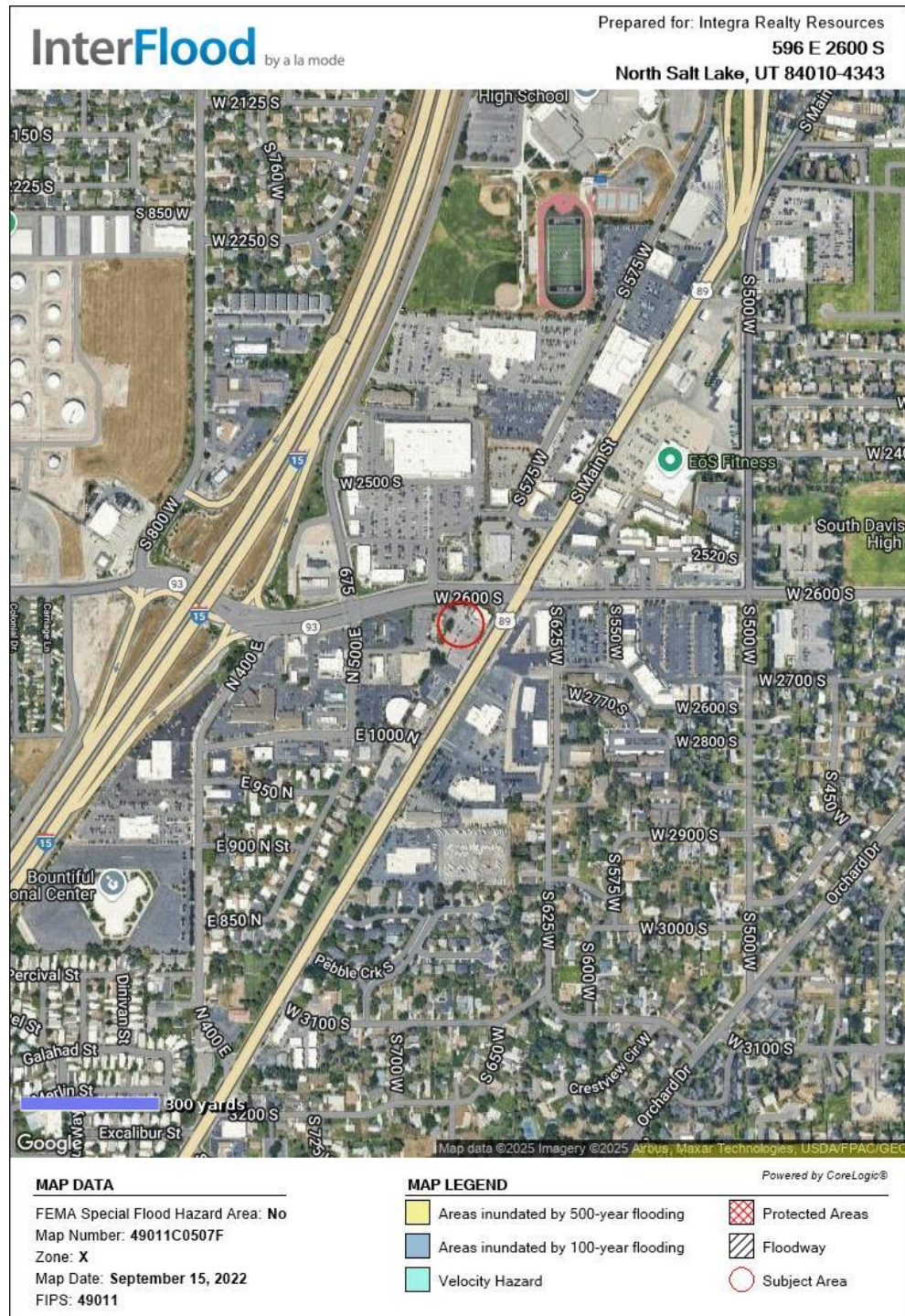
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06-095-0258
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1.78 AC.

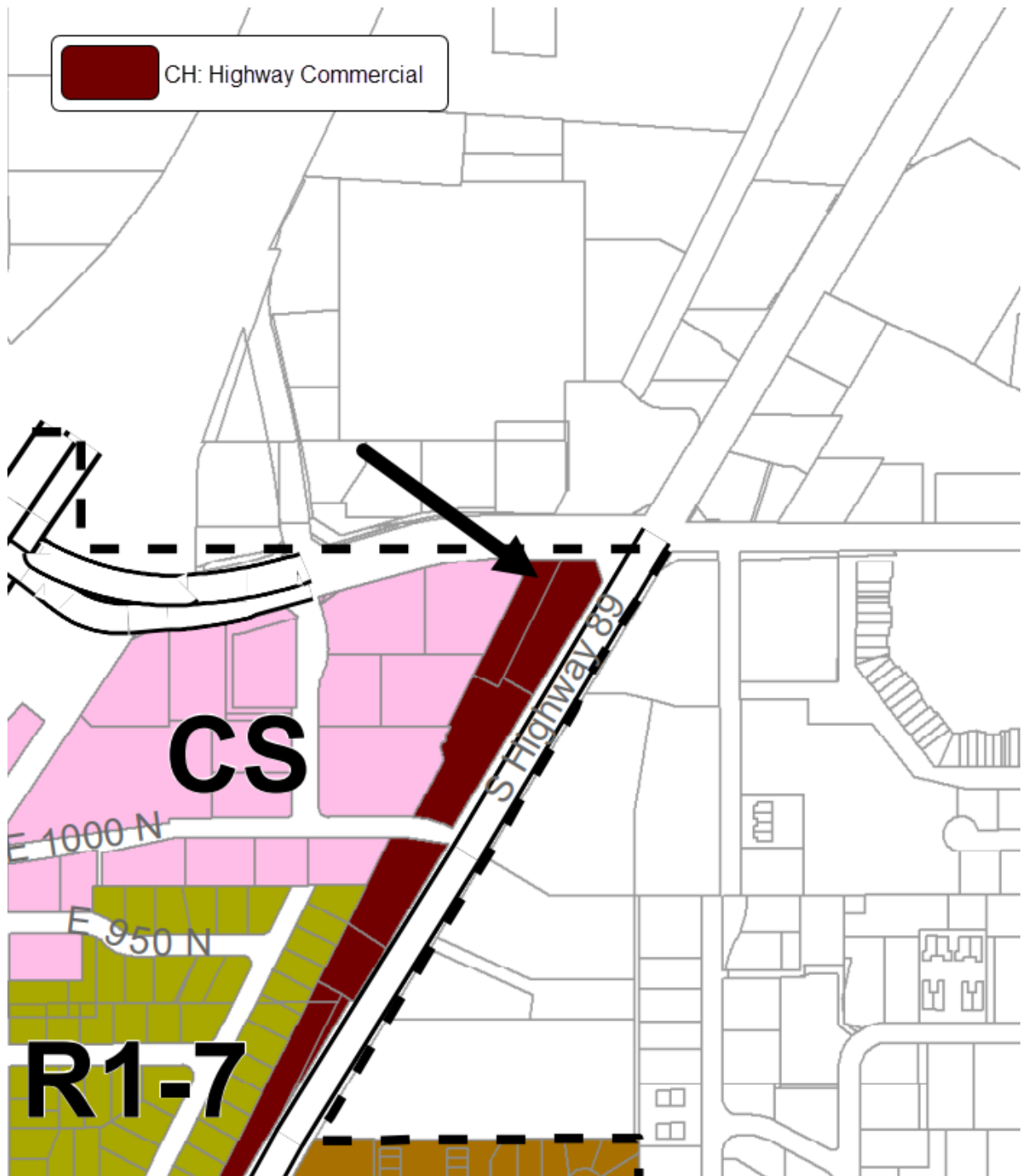
06-095-0259
CAPLACO TWELVE INC
1.78 AC.

06-095

Flood Hazard Map



Zoning Map



Real Estate Taxes

Real estate tax assessments are administered by Davis County, and are estimated by jurisdiction on a case by case basis. Real estate taxes in this state and this jurisdiction represent ad valorem taxes, meaning a tax applied in proportion to value. Taxes in Utah are calculated by applying a tax rate to taxable value. Taxable value is a percentage of the assessor's estimate of market value. The tax rate varies depending on a given county's budget.

Commercial properties are taxed based on 100% of the assessed value.

Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2024							
Tax ID	Assessed Value			Equalized Value	Taxes and Assessments		
	Land	Improvements	Total		Ad Valorem Tax Rate	Taxes	Total
06-095-0054	\$317,291	\$0	\$317,291	\$0	Exempt	N/A	N/A

Tax History

Tax Year	Assessed Value	Equal-ization Factor	Equalized Value	Tax Rate	Ad Valorem Taxes	% Change
2021	\$282,299	0.0000	\$0	Exempt	N/A	—
2022	\$277,630	0.0000	\$0	Exempt	N/A	—
2023	\$277,630	0.0000	\$0	Exempt	N/A	—
2024	\$317,291	0.0000	\$0	Exempt	N/A	—

Based on the concluded market value of the subject, the assessed value appears low.

Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value, and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as though vacant, and as improved or proposed. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

First, the property is evaluated as though vacant, with no improvements.

Physically Possible

The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The site is zoned CH, Highway Commercial. Permitted uses include a variety of retail and commercial uses. There are no apparent legal restrictions, such as easements or deed restrictions, effectively limiting the use of the property. Given prevailing land use patterns in the area, only retail use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on the accompanying analysis of the market, there is currently adequate demand for retail use in the subject's area. It appears a newly developed retail use on the site would have a value commensurate with its cost. Therefore, retail use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than retail use. Accordingly, retail use, developed to the normal market density level permitted by zoning, is the maximally productive use of the property.

As Improved

No building improvements are situated on the subject. Therefore, a highest and best analysis as improved is not applicable.

Most Probable Buyer

Taking into account the characteristics of the site, as well as area development trends, the probable buyer is a developer or owner-user.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

Land Valuation

To develop an opinion of the subject's land value, as though vacant and available to be developed to its highest and best use, the sales comparison approach is used. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties. The research focused on transactions within the following parameters:

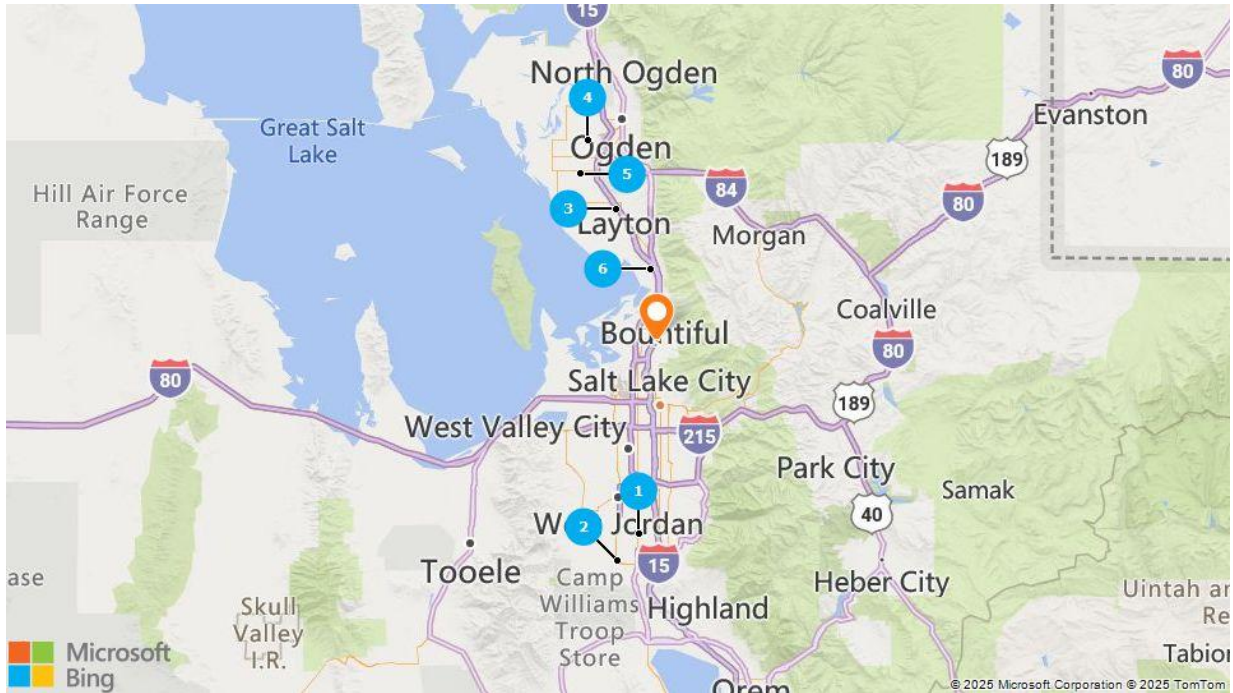
- Location: Salt Lake, Davis, and Weber Counties
- Size: Under 3 acres
- Use: Retail and Commercial
- Transaction Date: 2021 to present

For this analysis, price per square foot is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table:

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres; Corner	Zoning	\$/SF Land	\$/Acre
1	South Jordan Commercial Land 1662 W. 11010 S. South Jordan Salt Lake County UT Comments: According to the agent the buyers plan to develop the site with a retail use. The proeprty went under contract in early summer 2024.	Oct-24 Recorded	\$2,000,000	67,954 1.56 Yes	CC	\$29.43	\$1,282,051
2	Confidential Confidential Salt Lake County UT	Mar-24 Closed	\$1,191,697	41,093 0.94 No	SLR-SP	\$29.00	\$1,263,194
3	Main Street Layton Land 1366 N. Main St. Layton Davis County UT	Aug-23 Recorded	\$2,495,000	88,427 2.03 Yes	C-H	\$28.22	\$1,229,064
4	4000 South Midland Drive NEC 2746 S. 4000 S. Roy Weber County UT Comments: This property has been developed as a fast food restaurant.	May-22 Recorded	\$700,000	34,412 0.79 Yes	C	\$20.34	\$886,076
5	Clinton Pines Pad 1646 N. 2000 West Clinton Davis County UT	Mar-22 Closed	\$1,450,000	40,075 0.92 No	PZ	\$36.18	\$1,576,087
6	Proposed Farmington Car Wash Land 1101 Park Ln. Farmington Davis County UT	May-21 Closed	\$1,917,000	71,046 1.63 Yes	GMU	\$26.98	\$1,175,353
	Subject 19854 Parcel 1525 North Salt Lake, UT			22,786 0.52 No	CH		

Comparable Land Sales Map





Sale 1
South Jordan Commercial Land

Confidential Photo

Sale 2
Confidential



Sale 3
Main Street Layton Land



Sale 4
4000 South Midland Drive NEC



Sale 5
Clinton Pines Pad



Sale 6
Proposed Farmington Car Wash Land

Adjustment Factors

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factors	
Effective Sale Price	Accounts for atypical economics of a transaction, such as demolition cost, expenditures by the buyer at time of purchase, or other similar factors. Usually applied directly to sale price on a lump sum basis.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale, related-parties transaction.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.
Location	Market or submarket area influences on sale price; surrounding land use influences; convenience to transportation facilities; traffic counts.
Street Orientation	Ease of site access; visibility from main thoroughfares; corner/interior lots
Size	Inverse relationship that often exists between parcel size and unit value.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.
Utilities	Utilities readily available for development on or near the site.

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts, and are most credible when there is sufficient data to perform a paired sales analysis.

While percentage adjustments are presented in the adjustment grid, they are based on qualitative judgment rather than empirical research, as there is not sufficient data to develop a sound quantitative estimate. Although the adjustments appear to be mathematically precise, they are merely intended to illustrate an opinion of typical market activity and perception. With the exception of market conditions, the adjustments are based on a scale, with a minor adjustment in the range of 1-5% and a substantial adjustment considered to be 20% or greater.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Adjustments are considered for the following factors, in the sequence shown below.

Real Property Rights Conveyed

All of the sales are in the fee simple estate. No adjustments are necessary.

Financing Terms

For this analysis, no adjustments are necessary.

Conditions of Sale

For this analysis, no adjustments are necessary.

Market Conditions

The sales took place from May 2021 to October 2024. Market conditions have generally been strengthening. The adjustment grid accounts for this trend with upward adjustments over this period through the effective date of value.

We are aware of a sale that took place in December 31, 2019 for \$14.86 per square foot. The property is 1.39 acres, interior parcel, located at 1050 South 500 West, Woods Cross. The property recently sold in February 2023. We were unable to confirm the actual sales price. The property was listed for sale \$1,687,500 or \$27.87 per square foot, in late 2023. This analysis shows a 30% annual escalation.

For this analysis, we apply a 10% upward adjustment over this period through July 2022; however, the recent increases in the Federal Funds rate by the Federal Reserve has caused increases in general interest rates as the federal government attempts to control inflation. As a result, the market has slowed significantly since mid-year 2022. No adjustment is applied after June 30, 2022. The adjustment grid accounts for these trends through the effective date of value.

Market Conditions Adjustment							
Comp #	1	2	3	4	5	6	
Sale Date	10/8/2024	3/18/2024	8/31/2023	5/4/2022	3/8/2022	5/21/2021	
Date	Annual Growth						
6/30/2022	5%	0.00%	0.00%	0.00%	0.78%	1.56%	5.55%
5/6/2025		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total		0.00%	0.00%	0.00%	0.78%	1.56%	5.55%
Rounded		0%	0%	0%	1%	2%	6%

Location

The subject is well located just east of the Interstate 15 interchange. This is an area of high quality retail development. The overall the location is strong and has good access and exposure.

Physical Characteristics

This adjustment category generally reflects differences such as site size, functional utility, zoning, street orientation, and availability of utilities. Appropriate adjustments are discussed and applied.

Street Orientation: The subject is an interior lot at 2600 South and Hwy 89. This is inferior to strong corner lots. Appropriate adjustments are applied.

Size: The comparables range from 0.79 to 2.03 acres in size. Typically, as land size increases price per square foot decreases, and vice versa. Appropriate adjustments are applied to the sales. Most of the sales are generally similar in size and no adjustments are applied.

Shape and Topography: Sales 6 is very triangular. Upward adjustments are applied. Each of the other comparables has a shape, topography and functionality that is similar to the subject. No adjustments are necessary.

Zoning: Each of the comparables has a zoning designation that is similar to the subject.

Utilities: All of the sales are similar to the subject and require no adjustment.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid							
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
Name	19854 Parcel 1525	South Jordan Commercial Land	Confidential	Main Street Layton Land	4000 South Midland Drive NEC	Clinton Pines Pad	Proposed Farmington Car Wash Land
Address	596 East 2600 South	1662 W. 11010 S.	Confidential	1366 N. Main St.	2746 S. 4000 S.	1646 N. 2000 West	1101 Park Ln.
City	North Salt Lake	South Jordan	Confidential	Layton	Roy	Clinton	Farmington
County	Davis	Salt Lake	Salt Lake	Davis	Weber	Davis	Davis
State	Utah	UT	UT	UT	UT	UT	UT
Sale Date		Oct-24	Mar-24	Aug-23	May-22	Mar-22	May-21
Sale Status		Recorded	Closed	Recorded	Recorded	Closed	Closed
Sale Price		\$2,000,000	\$1,191,697	\$2,495,000	\$700,000	\$1,450,000	\$1,917,000
Price Adjustment		—	—	—	—	—	—
Description of Adjustment							
Effective Sale Price		\$2,000,000	\$1,191,697	\$2,495,000	\$700,000	\$1,450,000	\$1,917,000
Square Feet	22,786	67,954	41,093	88,427	34,412	40,075	71,046
Acres	0.52	1.56	0.94	2.03	0.79	0.92	1.63
Price per Square Foot		\$29.43	\$29.00	\$28.22	\$20.34	\$36.18	\$26.98
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		—	—	—	—	—	—
Financing Terms		Cash to seller	Cash to seller -	Cash to seller	Cash to seller	Cash to seller -	Cash to seller
% Adjustment		—	—	—	—	—	—
Conditions of Sale		—	—	—	—	—	—
% Adjustment		—	—	—	—	—	—
Market Conditions	5/6/2025	Oct-24	Mar-24	Aug-23	May-22	Mar-22	May-21
Annual % Adjustment	Variable	—	—	—	1%	2%	6%
Cumulative Adjusted Price		\$29.43	\$29.00	\$28.22	\$20.54	\$36.91	\$28.60
Location		—	—	—	20%	-10%	—
Street Orientation		-5%	—	-5%	-5%	—	-5%
Size		10%	—	10%	—	—	10%
Shape and Topography		—	—	—	—	—	10%
Zoning		—	—	—	—	—	—
Utilities		—	—	—	—	—	—
Net \$ Adjustment		\$1.47	\$0.00	\$1.41	\$3.08	-\$3.69	\$4.29
Net % Adjustment		5%	0%	5%	15%	-10%	15%
Final Adjusted Price		\$30.90	\$29.00	\$29.63	\$23.63	\$33.22	\$32.89
Overall Adjustment		5%	0%	5%	16%	-8%	22%
Range of Adjusted Prices		\$23.63 - \$33.22					
Average		\$29.88					
Indicated Value		\$32.00					

Land Value Conclusion

Prior to adjustments, the sales reflect a range of \$20.34 - \$36.18 per square foot. After adjustment, the range is narrowed to \$23.63 - \$33.22 per square foot, with an average of \$29.88 and a median indicated value of \$28.22 per square foot.

The subject property is near the strong corner of 2600 South and Hwy 89. This is a good retail development area. These are superior attributes. A figure above the average is reasonable. Still, the subject property is not as good as Sale 5 which is part of a Wal-Mart Shopping Center. Overall, a value below that of Sale 5 but above the other sales is supported. Considering the strong corner location a figure closer to the top end of the range is reasonable

Based on the preceding analysis, the unrounded land value conclusion for the subject is presented as follows:

Land Value Conclusion

Indicated Value per Square Foot	\$32.00
Subject Square Feet	22,786
Indicated Value	\$729,152

Description of the Project**Project Name:** Interstate 15 Expansion**Project Number:** S-R199(343)

The Interstate 15 Roadway will be widened through much of Davis County. The result of this needed widening is that the subject property must be partly acquired to facilitate the widening.

Description of the Taking

The proposed takings are identified as follows, as well as on the taking map presented at the end of this section.

Taking Areas			
Taking Type	Parcel No.	Area (SF)	Area (AC)
Fee Taking	1525:REF	1,349	0.03
Fee Taking Total		1,349	0.03
Temporary Construction Easement	1525:E	3,457	0.08

The fee taking is at the north end of the property. The acquisition area is just over 19 feet deep on the western end and just under 3 feet deep on the eastern end.

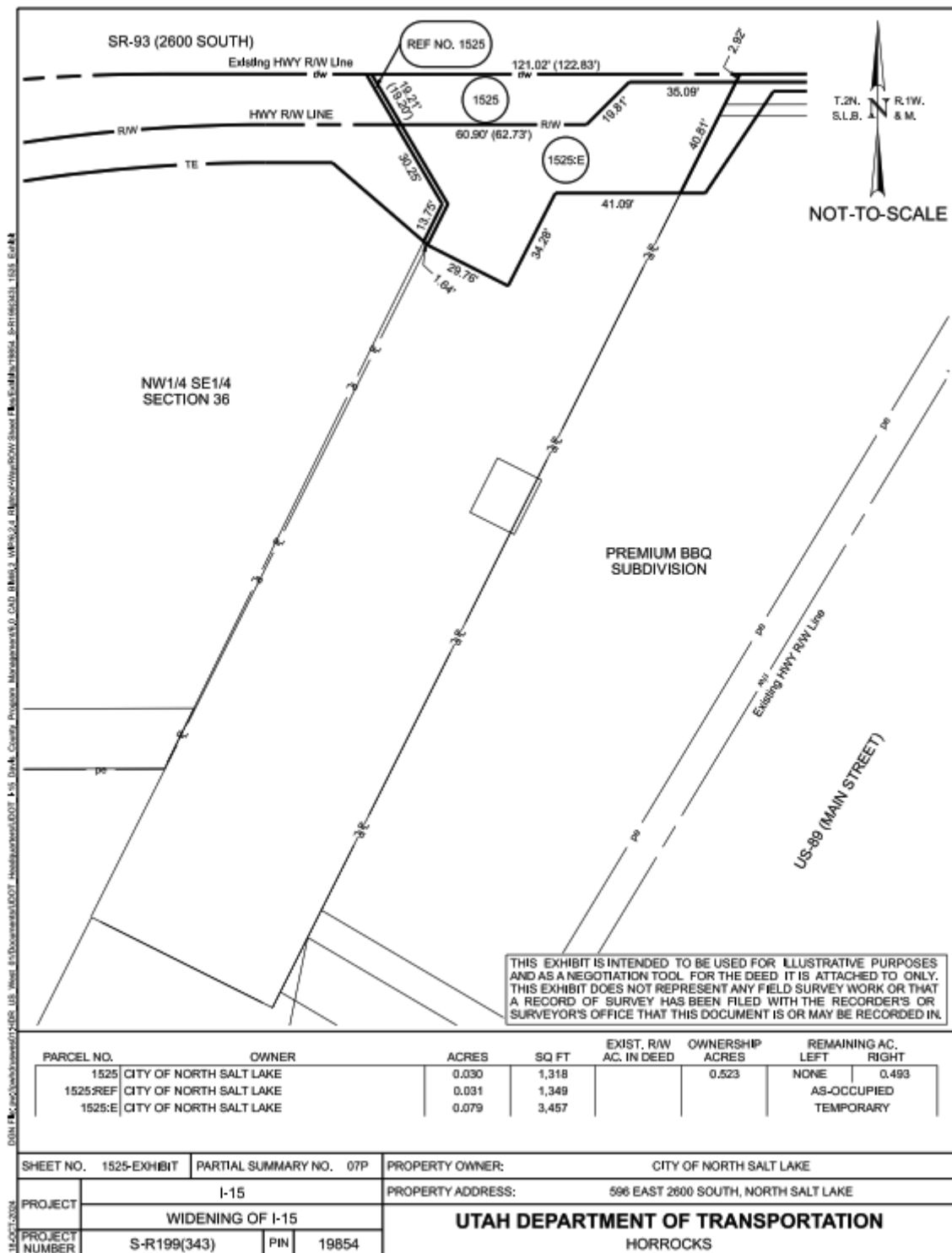
The temporary construction easement (TCE) is also along the northern end of the property it is just inside of the taking area and extends into the parking lot. The TCE will encumber the property for a period of three years or until completion of the project, whichever first occurs.

Improvements within the Taking

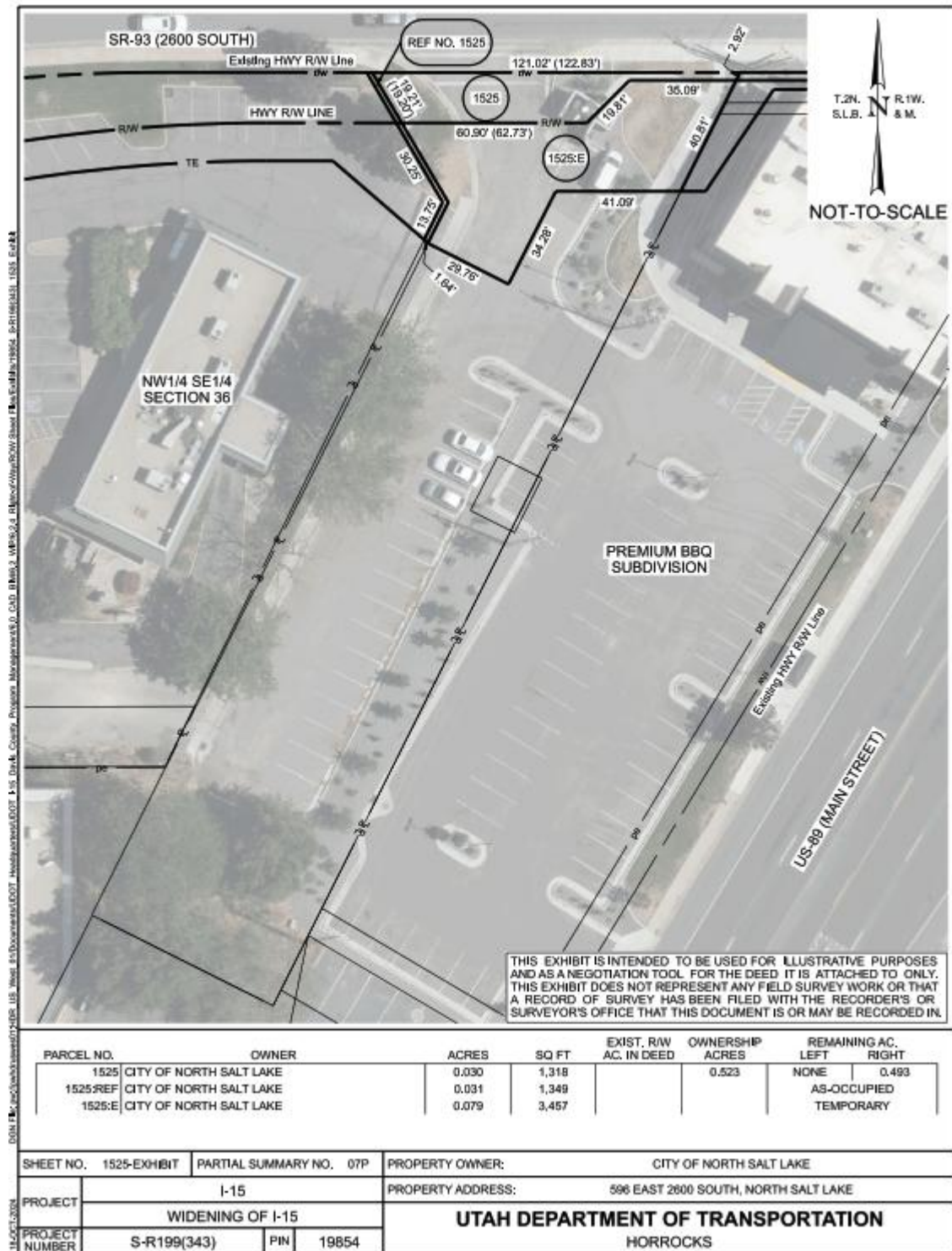
The areas within the taking are generally improved with grass, other landscaping, asphalt, concrete curbing, and a dumpster enclosure.

Recall, this entire subject property is encumbered with an easement or agreement to be used by the property adjacent east. The site improvements are likely the responsibility of that property owner (as they control the land). Therefore, no improvement value is included in this appraisal. It is accounted for in an appraisal of the adjacent property.

Taking Map



Taking Map



Value of the Taking

Fee Taking

As mentioned above, the property identified as Parcel 1525:REF is to be acquired in fee. Based on the valuation section before the taking, value of the land to be acquired in fee is concluded as follows.

Value of the Taking					
Taking Type	Parcel No.	Area (SF)		Land Value/SF	Indicated Value of the Taking
Fee Taking	1525:REF	1,349	x	\$32.00	= \$43,168
Total					\$43,168

Temporary Construction Easement

Value of the temporary encumbrance is developed as an estimate of the diminution in value to the subject as a result of the easement. Based on interviews with several individuals who have either purchased or sold properties encumbered with temporary easements, the market appears to recognize no appreciable value diminution resulting from a temporary construction easement either to the land encumbered or to the larger property of which the encumbered property is a part. Nevertheless, UDOT is purchasing a portion of the bundle of rights associated with the subject property for three years and some compensation is required.

As the easement is only temporary in nature, UDOT will essentially be leasing the land to be encumbered for three years. Based on a review of various transactions, land leases are typically signed at between 8% and 10% of land value per year, depending on the property type and the credit strength of the tenant. Because of the credit strength of the State of Utah, a lease factor of 8% per year of value is concluded. The lease rate would therefore be calculated as 8% of underlying fee value per year.

For purposes of valuing the temporary easement, the periodic of lease payments of the typical land lease scenario must be discounted to reflect a single lump-sum payment. To do so we must estimate what a typical investor would accept as a single payment in lieu of three years of lease payments. Key to doing so is determining the appropriate rate of discount. The discount rate should be reflective of those alternative investments offering reasonably similar risk over a similar holding period.

The low end of the potential rate continuum is represented by notes issued by the United States Treasury Department. As of the valuation date, Treasury Notes of similar duration offered a coupon (discount rate) near 4%. These would be perceived as a superior investment by the general market and a higher discount rate is indicated for the subject taking. Conversely, the upper end of the range is considered to be represented by low-grade (Moody's Baa) investment quality corporate bonds. As of the valuation date, the average yield to maturity for Baa corporate notes as reported by Moody's was near 6%. Based on the foregoing, a mid-range discount rate of 5% is considered reasonable for the subject and is concluded. Value of the proposed temporary construction easement is calculated as follows.

TCE Valuation					
Fee Value	3,457	SF	x	\$32.00	= \$110,624
Annual Lease Factor					8%
Annual Lease Payment					\$8,850
Lease Duration (Years)					3
Discount Rate					5%
Lump Sum Factor					2.8594
Lump Sum Payment					\$25,305

Improvements

As discussed, this entire subject property is encumbered with an easement or agreement to be used by the property adjacent east. The site improvements are likely the responsibility of that property owner (as they control the land). Therefore, no improvement value, or cost to cure, is included in this appraisal. It is accounted for in an appraisal of the adjacent property.

Property Description – After the Taking**Property Description - After the Taking**

Area	21,437 SF; 0.49 AC
Frontage	
Maximum Depth	Unchanged from the before condition
Shape	Remains / Becomes irregular / rectangular
Topography	Unchanged from the before condition

Aside from the minor reduction in size, the subject is generally unchanged by the taking.

Highest and Best Use – After the Taking

Legally Permissible

After the taking, retail use remains legally most likely.

Physically Possible

The physical characteristics of the subject are generally unchanged by the taking. That is, the subject is generally suited for the same uses after the taking as it was before the taking.

Financially Feasible

As was the case before the taking, retail development is financially feasible after the taking.

Maximally Productive

Highest and best use of the site *as vacant* after the taking is for retail development.

Damages/Benefits

In cases involving a partial acquisition, the remainder parcel must be analyzed relative to damages and benefits. Specifically, it must be determined if there is any loss in value to the remainder parcel and, if so, whether such loss is compensable. Further it must be determined if as a result of the partial acquisition, there are any benefits resulting from the partial acquisition and/or the project of which it is a part that may offset damages.

Damages and benefits are discussed specifically for the subject below.

Damages

Due to the lack of impact on the subject's per square foot value, no damages result from the taking beyond the items identified as costs to cure.

Benefits

There are no benefits which result from the taking.

Valuation – After the Taking

As was the case before the taking, the sales comparison approach is the appropriate method for valuing the subject land after the taking. Based on the foregoing discussion, highest and best use of the remainder parcel is the same as the subject in the before condition. Further, as concluded above, no damages or benefits are realized by the subject from the taking. As a result, the comparables selected for the valuing the subject before the take remains appropriate after the take.

It is noted that size and price per square foot are often inversely related, particularly when the disparity in size is large. In this case, the reduction in size to the subject parcel resulting from the taking does not materially change the uses to which the subject is suited. It is reasonable, therefore, to expect price per square foot to remain reasonably consistent. Such is consistent with the analysis of the comparables in the valuation before the taking wherein adjustments were not applied for such modest variances in size.

Based on the foregoing, per square foot value of the subject after the taking is concluded to be unchanged from the before condition. Value of the subject after the taking is therefore concluded at \$32.00 per square foot and is calculated as follows.

Land Value Conclusion - After the Taking				
Unencumbered Remainder Subject SF	21,437	x	\$32.00	= \$685,984
Indicated Value - After the Taking				\$685,984

Summary

The foregoing analysis is summarized as follows.

Appraisal Summary				
Element	Area (SF)	Per Unit Value	Factor	Total
A. Value of the Subject as a Whole Property				
Land	22,786	\$32.00		\$729,152
Improvements				\$0
Total				\$729,152
B. Value of the Taking				
Fee Taking	1,349	\$32.00		\$43,168
Temporary Construction Easement	3,457			\$25,305
Improvements				\$0
Total				\$68,473
C. Value of the Remainder as Part of the Whole				
Land	21,437	\$32.00		\$685,984
Temporary Construction Easement	3,457			(\$25,305)
Improvements				\$0
Total				\$660,679
D. Value of the Remainder After the Taking				
Land	21,437	\$32.00		\$685,984
Temporary Construction Easement	3,457			(\$25,305)
Cost to Cure				\$0
Improvements				\$0
Total				\$660,679
E. Damages to the Remainder				
Damages				\$0
Cost to Cure				\$0
Total				\$0
F. Benefits to the Remainder				
				\$0
G. Total Award				
Fee Taking	1525:REF			\$43,168
Temporary Construction Easement	1525:E			\$25,305
Improvements				\$0
Cost to Cure				\$0
Damages				\$0
Benefits				\$0
Total				\$68,473
Rounded				\$68,500

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Benjamin D. LeFevre, MAI, made a personal inspection of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Benjamin D. LeFevre, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



Benjamin D. LeFevre, MAI
Utah Certified General Appraiser #5757228-CG00

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

- covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.
7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
 8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.
 9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
 10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.
 11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
 12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
 13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
 14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
 15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
 16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
 17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

- conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.
18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
 19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
 20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Salt Lake City, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
 21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
 22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
 23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
 24. **IRR - Salt Lake City is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Salt Lake City. In addition, it is expressly agreed that in**

- any action which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.**
25. IRR - Salt Lake City is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.
28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. A current title report was not provided for review. The subject property is reportedly encumbered with an easement or agreement that allows the parking area to be used by the retail to the east. This is assumed to be the true. No copy of this easement or agreement was provided.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The valuation before the taking is based on the hypothetical condition that the proposed right of way project is not planned as of the valuation date.
2. The valuation after the taking is based on the hypothetical condition that the proposed project improvements are in-place as of the date of value.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com



Addendum B

IRR Quality Assurance Survey

IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement

In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive

The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's*

profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum D
Engineering Documents

OWNERSHIP RECORD

Title by: BDR

Date: August 2024

County: Davis

Parcel No.: R199:1525

Type Ownership: Municipal Corporation

Tax ID No.: 06-095-0054

Project No.: S-R199(343)

PIN No.: 19854

Recorded Owners: City of North Salt Lake, a municipal corporation of the State of Utah

Address: 17 South Main Street, North Salt Lake, Utah 84054

Property Address: 596 East 2600 South, North Salt Lake, Utah 84054

Entry No.	Book	Page	Type Instr.	Date Signed	Date Recorded
423451	584	418	Quit Claim Deed	17 Nov 1975	24 Nov 1975

Description:

A parcel of land in Lot 4 of Davis County Survey in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 36, T. 2 N., R. 1 W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning on the easterly right of way line of the old Bamberger Railroad at a point 224.98 feet N. 89°52' W. and 53 feet S. 0°08' W. from the monument marking the center line intersection of 2600 South Street and U.S. Highway 89 in Bountiful, Utah, from which monument the monument at the intersection of said 2600 South Street and 500 West Street bears S. 89°58' E., said point of beginning is approximately 1844 ft. north and 1092 ft. east from the S $\frac{1}{4}$ corner of said Section 36; and running thence S. 26°44' W. 343.31 feet along said easterly right of way line; thence N. 63°16' W. 66.50 feet; thence N. 26°44' E. 261.94 feet along the westerly right of way line of said railroad; thence N. 30°12'22" W. 49.49 feet; thence S. 89°52'E. 121.02 feet to the point of beginning .

The above described parcel of land contains 0.524 acre.

Note(s): Not all descriptions shown in vesting deed are shown in the ownership, since they are not contiguous.

Assessed Area: The above described tract of land contains 0.607 acres.

Calculated area: The above described tract of land contains 22,786 square feet or 0.523 acre.

Grantor: Utah Department of Transportation

Subject to an Access and Parking Easement Agreement, signed on February 20, 2018, recorded on May 15, 2018, as Entry No. 3093300 in Book 7015 at Page 489, by and between the City of North Salt Lake, a Utah municipal corporation and FFG Development, LLC, a Utah limited liability company.

Subject to an Access and Parking Easement Agreement, signed on February 20, 2018, recorded on May 15, 2018, as Entry No. 3093299 in Book 7015 at Page 478, by and between the City of North Salt Lake, a Utah municipal corporation and FFG Development, LLC, a Utah limited liability company.

Abstract- Serial Number: 06-095-0054

Abstract		
Serial Number:	06-095-0054	
Tax District:	344	
Exempt:	Yes	
Tax Name & Address for Tax Year ADDYR:	NORTH SALT LAKE CITY 17 SOUTH MAIN STREET NORTH SALT LAKE, UT 8405400000	
Situs Address:	596 E 2600 SOUTH NORTH SALT LAKE	84054
Parcel Dates:	01/01/1983 to	
Acres:	0.607	

Dedication Plat	
Plat:	null

Parent / Child	
----------------	--

Legal Description	
A PARCEL OF LAND IN LOT 4, IN NW 1/4 SE 1/4 SEC 36-T2N-R1W, SLM, DESC AS FOLLOWS: BEG ON E'LY R/W LINE OF OLD BAMBERGER RR AT A PT 224.98 FT N 89°52' W & 53 FT S 0°08' W FR MONU MARKING CENTER LINE INTERSECTION OF 2600 SOUTH STR & US HY 89, FR WH MONU THE MONU AT INTERSECTION OF SD 2600 SOUTH STR & 500 WEST STR BEARS S 89°58' E SD POB IS APPROXIMATELY 1844 FT N & 1092 FT E FR S 1/4 COR OF SD SEC 36; & RUN TH S 26°44' W 343.31 FT ALG SD E'LY R/W LINE; TH N 63°16' W 66.50 FT; TH N 26°44' E 261.94 FT ALG W'LY R/W LINE OF SD RR; TH N 30°12'22" W 49.49 FT; TH S 89°52' E 121.02 FT TO POB. CONT 0.524 ACRES ALSO: A PRACEL OF LAND IN LOTS 3 & 4 IN NW 1/4 SE 1/4 OF SD SEC 36, DESC AS FOLLOWS: BEG ON W'LY R/W LINE OF OLD BAMBERGER RR AT A PT 1320.00 FT N 0°09' W ALG 1/4 SEC LINE 203.01 FT N 89°56' E 123.0 FT, S 0°40' W 554.19 FT, N 89°40' E FR S 1/4 COR OF SEC 36, WH POB IS ALSO 833.00 FT S 89°22' W 701.79 FT S & 213.69 FT N 89°40' E FR MONU MARKING CENTER LINE INTERSECTION OF 2600 SOUTH STR & US HY 89, FR WH MONU THE MONU AT INTERSECTION OF SD 2600 SOUTH STR & 500 WEST STR BEARS N 89°22' E; & RUN TH N 26°44' E 28.07 FT ALG SD W'LY R/W LINE; TH N 89°40' E 20. 00 FT TO A PT OF TANGENCY WITH A 180 FT RAD CURVE TO RIGHT; TH E'LY 51.12 FT ALG ARC OF SD CURVE TO E'LY R/W LINE OF SD RR; TH S 26°44' W 51.26 FT ALG SD E'LY R/W LINE; TH W'LY 27.31 FT ALG ARC OF A 130 FT RAD CURVE TO LEFT (NOTE; TANGENCY TO SD CURVE AT ITS POB BEARS N 78°17'52" W); TH S 89°40' W 45.55 FT; TH N 26°44' E 28.08 FT ALG SD W'LY R/W LINE TO POB. CONT 0.083 ACRES TOTAL ACREAGE CONT 0.607 ACRES	

Party	KOI	Entry Number	Book & Page	Inst.Date	Rec.Date & Time	Consideration	Vesting Doc.	See Also	XRefs (Book & Page)
Grantor: CITY OF NORTH SALT LAKE Grantee: TO WHOM IT MAY CONCERN NORTH SALT LAKE CITY NORTH SALT LAKE CITY	AFFIDAVIT	3101685	7045-1007	06/27/2018	06/27/2018 14:14	\$0.00		10200037	
Grantor: NORTH SALT LAKE Grantor: FFG DEVELOPMENT LLC Grantee: TO WHOM IT MAY CONCERN CITY OF NORTH SALT LAKE CITY OF NORTH SALT LAKE	EASEMENT AGREEMENT	3093300	7015-489	02/20/2018	05/15/2018 12:43	\$0.00		63930002	
Grantor: NORTH SALT LAKE Grantor: FFG DEVELOPMENT LLC Grantee: TO WHOM IT MAY CONCERN CITY OF NORTH SALT LAKE CITY OF NORTH SALT LAKE	EASEMENT AGREEMENT	3093299	7015-478	02/20/2018	05/15/2018 12:43	\$0.00		63930002	
Grantor: SOUTH DAVIS METRO FIRE SERVICE	CERTIFICATE	2911949	6419-53	12/18/2015	12/23/2015 08:21	\$0.00		10010001	

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

(CITY)
Davis County

Tax ID No. 06-095-0054
PIN No. 19854
Project No. S-R199(343)
Parcel No. R199:1525

City of North Salt Lake, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NW1/4 SE1/4 of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, for the widening of existing I-15, known as Project No. S-R199(343). The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly boundary line of said entire tract and the existing southerly highway right of way line of SR-93 (2600 South), which point is 1839.35 feet N.00°15'37"W. along the Quarter Section line and 1151.75 feet East (Record approximately 1844.00 feet North and 1092.00 feet East) from the South Quarter corner of said Section 36; and running thence S.26°35'00"W. (Record S.26°44'00"W.) 2.92 feet along said easterly boundary line to a point 63.50 feet perpendicularly distant southerly from the SR-93 (2600 South) right of way control line of said Project, opposite approximate Engineer Station 835+78.96; thence N.89°59'59"W. 35.09 feet, parallel with said right of way control line to a point opposite Engineer Station 835+43.87; thence S.45°01'39"W. 19.81 feet to a point 77.50 feet perpendicularly distant from said right of way control line, opposite Engineer Station 835+29.86; thence N.89°59'59"W. 60.90 feet, parallel with said right of way control line to the westerly boundary line of said entire tract, at a point opposite approximate Engineer Station 834+68.95; thence N.30°21'22"W. (Record N.30°12'22"W.) 19.21 feet

(Note: Above bearings equal NAD83 Highway bearings)

STATE OF UTAH)
) ss.
COUNTY OF)

City of North Salt Lake

By _____

On the date first above written, personally appeared before me, _____, who, being by me duly sworn, did say that he/she is the _____ of City of North Salt Lake, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the _____ held on the _____ of _____ A.D. 20 _____, and said acknowledged to me that said municipal corporation executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

(CITY)
Davis County

Tax ID No. 06-095-0054

PIN No. 19854

Project No. S-R199(343)

Reference Parcel No. R199:1525

City of North Salt Lake, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Davis County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, as-occupied, situate in the NW1/4 SE1/4 of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, for the widening of existing I-15, known as Project No. S-R199(343). The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly boundary line of said entire tract and the existing southerly highway right of way line of SR-93 (2600 South), which point is 1839.35 feet N.00°15'37"W. along the Quarter Section line and 1151.75 feet East (Record approximately 1844.00 feet North and 1092.00 feet East) from the South Quarter corner of said Section 36; and running thence S.26°35'00"W. (Record S.26°44'00"W.) 2.92 feet along said easterly boundary line to a point 63.50 feet perpendicularly distant southerly from the SR-93 (2600 South) right of way control line of said Project, opposite approximate Engineer Station 835+78.96; thence N.89°59'59"W. 35.09 feet, parallel with said right of way control line to a point opposite Engineer Station 835+43.87; thence S.45°01'39"W. 19.81 feet to a point 77.50 feet perpendicularly distant from said right of way control line, opposite Engineer Station 835+29.86; thence N.89°59'59"W. 62.73 feet, parallel with said right of way control line to the westerly boundary line of said entire tract as-occupied, at a point opposite approximate Engineer Station 834+67.13; thence along said westerly boundary line

The above described parcel of land contains 1,349 square feet in area or 0.031 acre, as-occupied.

STATE OF UTAH)
) ss. City of North Salt Lake
COUNTY OF)

By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, did say that he/she is the _____ of City of North Salt Lake, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the _____ held on the _____ of _____ A.D. 20 _____, and said acknowledged to me that said municipal corporation executed the same.

Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

(CITY)
Davis County

Tax ID No. 06-095-0054

PIN No. 19854

Project No. S-R199(343)

Parcel No. R199:1525:E

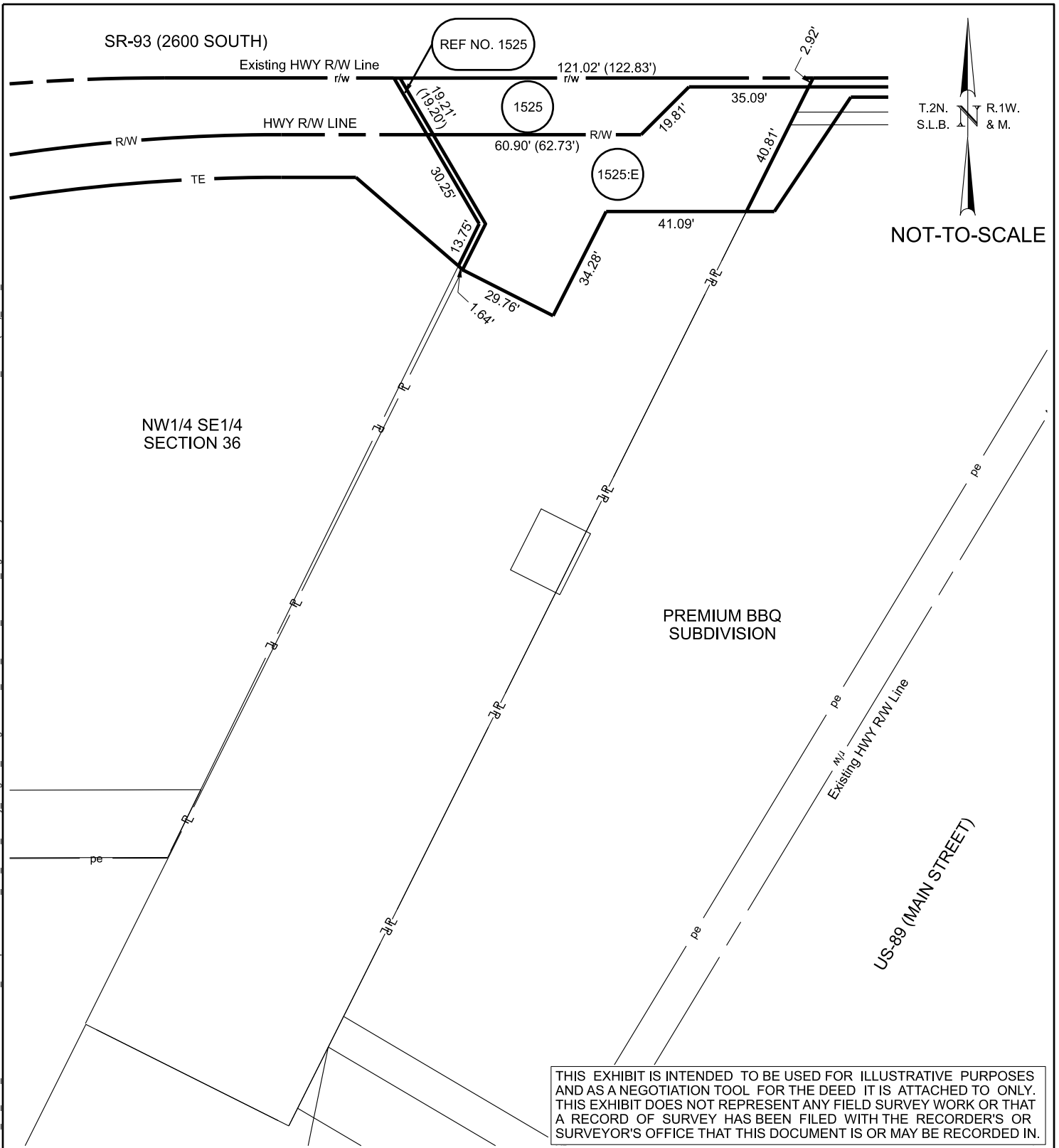
City of North Salt Lake, a municipal corporation of the State of Utah, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Davis County, State of Utah, to-wit:

A temporary easement, upon part of an entire tract of property, as-occupied situate in the NW1/4 SE1/4 of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, to facilitate the widening of existing I-15, known as Project No. S-R199(343). This easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be nonexclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said easement are described as follows:

Beginning at the intersection of the easterly boundary line of said entire tract and the southerly highway right of way line of SR-93 (2600 South) of said Project, which point is 1836.74 feet N.00°15'37"W. along the Quarter Section line and 1150.44 feet East from the South Quarter corner of said Section 36; and running thence S.26°35'00"W. (Record S.26°44'00"W.) 40.81 feet along said easterly boundary line to a point 100.00 feet perpendicularly distant southerly from the SR-93 (2600 South) right of way control line of said Project, opposite approximate Engineer Station 835+60.69; thence N.89°59'59"W. 41.09 feet, parallel with said right of way control line; thence S.26°57'26"W. 34.28 feet to a point 130.56 feet perpendicularly distant southerly from said right of way control line, opposite Engineers Station 835+04.06;

Prepared by BDR 09/06/2024 (Horrocks) 07P CORPORATION RW-09CY (12-01-03)

DGN File: p:\p\h\druswes01\HDR US West_01\Documents\UDOT Headquarters\UDOT I-15 Davis County Program Management\6.0 CAD BIM\6.2 WIP\6.2.4 Right-of-Way\ROW Sheet Files\Exhibits\19854 S-R199(343) 1525 Exhibit

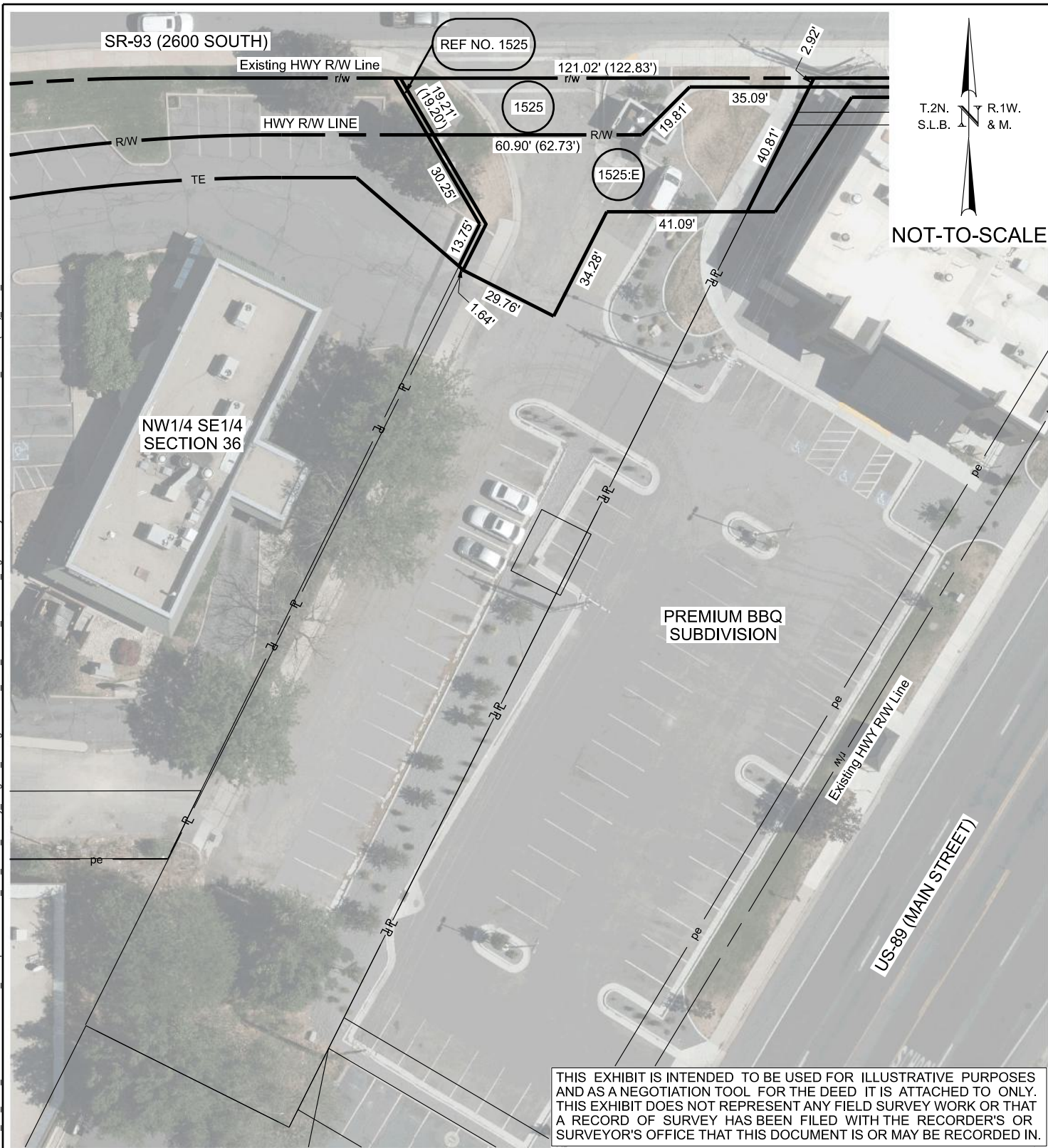


PARCEL NO.		OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC. LEFT RIGHT	
1525	CITY OF NORTH SALT LAKE		0.030	1,318		0.523	NONE	0.493
1525:REF	CITY OF NORTH SALT LAKE		0.031	1,349			AS-OCCUPIED	
1525:E	CITY OF NORTH SALT LAKE		0.079	3,457			TEMPORARY	

SHEET NO. 1525-EXHIBIT		PARTIAL SUMMARY NO. 07P		PROPERTY OWNER: CITY OF NORTH SALT LAKE	
PROJECT	I-15			PROPERTY ADDRESS: 596 EAST 2600 SOUTH, NORTH SALT LAKE	
	WIDENING OF I-15			UTAH DEPARTMENT OF TRANSPORTATION HORROCKS	
PROJECT NUMBER	S-R199(343)	PIN	19854		

18-OCT-2024

DGN File: pwr/pwrhduswes01:HDR US West_01/Documents/UDOT Headquarters/UDOT I-15 Davis County Program Management/6.0 CAD BIM/6.2 WIP/6.2.4 Right-of-Way/ROW Sheet Files/Exhibits/19854 S-R199(343) 1525 Exhibit



THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

PARCEL NO.		OWNER	ACRES	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC. LEFT RIGHT	
1525	CITY OF NORTH SALT LAKE		0.030	1,318		0.523	NONE	0.493
1525:REF	CITY OF NORTH SALT LAKE		0.031	1,349			AS-OCCUPIED	
1525:E	CITY OF NORTH SALT LAKE		0.079	3,457			TEMPORARY	

SHEET NO. 1525-EXHIBIT		PARTIAL SUMMARY NO. 07P		PROPERTY OWNER: CITY OF NORTH SALT LAKE	
PROJECT	I-15			PROPERTY ADDRESS: 596 EAST 2600 SOUTH, NORTH SALT LAKE	
	WIDENING OF I-15			UTAH DEPARTMENT OF TRANSPORTATION HORROCKS	
PROJECT NUMBER	S-R199(343)	PIN	19854		

18-OCT-2024

Addendum E
Zoning Ordinance

CHAPTER 25

HIGHWAY COMMERCIAL ZONING DISTRICT (C-H)

SECTION:

10-25-1: Purpose

10-25-2: Use Regulations

10-25-3: Site Regulations

10-25-4: U.S. 89 Right Of Way And Improvement Requirements

10-25-1: PURPOSE:

The purpose of the highway commercial (C-H) zoning district is to encourage a mixture of uses supporting all modes of transportation utilizing Highway 89, including, but not limited to, pedestrians, cyclists, public transit, and vehicular traffic. The design standards and use restrictions intend to unify the corridor with the town center to create a distinct identity for the area, improve the appearance, and enhance the safety of the Highway 89 corridor. (Ord. 2015-18, 11-17-2015)

10-25-2: USE REGULATIONS:

A. General Provisions: No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the highway commercial (C-H) zoning district except as provided in this title. Accessory uses and buildings customarily incidental to uses authorized by conditional use permit in any district are also authorized by issuance of a conditional use permit in any such district.

B. Developments: Developments in the highway commercial (C-H) zoning district which contain mixed uses (combining of residential and nonresidential uses) or multi-family developments are subject to the requirements of chapter 13, "Planned District (P)", of this title and may only be approved after going through the process required by that chapter.

C. Permitted Uses: The following uses of land shall be permitted in the highway commercial (C-H) zoning district:

General office.

General retail and personal services, except for those that are prohibited in this zone.

Restaurants.

Sales of automobiles, recreational vehicles and motor sports vehicles.

D. Conditional Uses: The following uses of land shall be conditional in the highway commercial (C-H) zoning district:

Retail stores larger than twenty thousand (20,000) square feet.

Special events (carnivals, craft fairs, farmers' markets, festivals, fundraisers, mobile food truck fairs).

E. Prohibited Uses: The following uses of land are prohibited in the highway commercial (C-H) zoning district:

Auto body shops and auto repair facilities, excluding oil change and lubrication shops.

Bowling alleys.

Car wash facilities.

Gas stations.

Manufacturing.

Mining.

Nonstore retailers.

Pawnshops, title loan, quick loan or other payday loan or check cashing services.

Pipeline transportation.

Private clubs.

RV (recreational vehicle) parks and campgrounds.

Rail transportation.

Residential development containing less than five (5) dwelling units.

Self-serve laundromats.

Self-storage.

Sexually oriented businesses.

Support activities for transportation.

Taverns.

Tobacco stores.

Truck transportation.

Uses requiring outside storage.

Warehousing and storage facilities.

Waste management and remediation services.

Wholesale.

F. Staff Determination Uses: All uses not listed herein shall go through the staff determination process as outlined in section 10-11-2 of this title. (Ord. 2015-18, 11-17-2015)

10-25-3: SITE REGULATIONS:

A. Height Regulations: The maximum height for all buildings and structures in feet shall be thirty feet (30'), or two (2) stories, whichever is lower, except as approved by conditional use with the following standards:

1. Location:

- a. The property is located within the Town Center Master Plan; or
- b. The property is located north of 1000 North Street.

2. Setback: To transition from residential neighborhoods, a graduated setback is required from shared property lines with existing single family homes as a condition of height exception:

Minimum Setback (feet)	Maximum Stories	Maximum Height (feet)
20	2	35
40	3	45
60	4	55

B. Lot Standards:

1. Minimum lot area, width, depth shall be determined through the site plan review process and shall be what is necessary for a proposed development to comply with maximum height, parking, landscaping, right of way dedication, where applicable, and any other site requirements of this or other titles.

C. Landscaping: The minimum amount of landscaping required for each lot shall be fifteen percent (15%). Sod shall be limited to five percent (5%) of the lot or five thousand (5,000) square feet, whichever is less. Landscaping for all developments shall, at a minimum, comply with the cross section for U.S. 89 in this chapter. All landscaping shall conform to Title 10, Chapter 22, Water Efficient Landscape Standards.

D. Setbacks:

1. The front yard setback shall be ten feet (10'), but can be increased through the site plan review process in order to provide for pedestrian and other street level activities and land uses such as plazas, outdoor sitting and eating areas, open spaces and other types of human scale amenities. The front yard setback is measured from the front property line after any necessary right of way has been dedicated.

2. The rear yard setback shall be ten feet (10').

3. There are no side setbacks, except as required by the international building code.

E. Parking:

1. Parking may only be located to the side or rear of any buildings in the highway commercial (C-H) zoning district.

2. All parking shall meet the requirements of chapter 6 of this title, except as may be modified below:

a. Retail: Sixty five percent (65%) of the required parking found in chapter 6 of this title. (Ord. 2015-18, 11-17-2015; amd. Ord. 2022-03, 6-7-2022; Ord. 2023-04, 2-21-2023)

10-25-4: U.S. 89 RIGHT OF WAY AND IMPROVEMENT REQUIREMENTS:

A. Development along the U.S. 89 corridor shall dedicate not less than fifty five feet (55') of right of way ($1\frac{1}{2}$ of the required 110 foot right of way on U.S. 89) for the full length of the proposed project and shall include the following improvements within that right of way:

1. Six foot (6') median ($1\frac{1}{2}$ of a 12 foot median).
2. Two (2) 12-foot automobile travel lanes.
3. Seven and one-half foot ($7\frac{1}{2}$ ') improved shoulder.
4. Two and one-half foot ($2\frac{1}{2}$ ') curb and gutter.
5. Eight foot (8') landscaped park strips.

6. Seven foot (7') sidewalk.

B. Required landscaping shall include street trees from the city's approved list of tree species. Required street trees shall be located within the required park strip. If it is determined that planting trees within the park strip presents a safety hazard or hazard to utility lines, street trees may be moved to the front yard setback area. All landscaping shall conform to Title 10, Chapter 22, Water Efficient Landscape Standards. (Ord. 2015-18, 11-17-2015; amd. Ord. 2022-03, 6-7-2022)

Addendum F

Letter to Property Owners



April 14, 2025

City of North Salt Lake
17 South State Street
North Salt Lake City, Utah 84054

Re: Interstate-15 Widening Project

To Whom It May Concern:

As you may be aware, the Utah Department of Transportation (UDOT), is in the process of widening Interstate-15 from Farmington to Salt Lake City, UT. Your property located at 596 East 2600 South, North Salt Lake, Utah has been identified as a property from which land will be acquired in order to facilitate the project.

Integra Realty Resources, an independent appraisal firm, has contracted with UDOT to complete an appraisal of your property. The purpose of this letter is to request your presence at an on-site inspection. Such is necessary to complete the appraisal process. Please call me to arrange a time that works for you as soon as possible. I am available at the number listed above, or you may email me at blefevre@irr.com, to answer any questions you might have, to the extent I can, regarding the project or the acquisition process.

Sincerely,

Benjamin LeFevre

Addendum G
Comparable Data

Land Sales

Location & Property Identification

Property Name:	South Jordan Commercial Land
Sub-Property Type:	Commercial, Retail
Address:	1662 W. 11010 S.
City/State/Zip:	South Jordan, UT 84095
County:	Salt Lake
Submarket:	Southwest
Market Orientation:	Suburban
IRR Event ID:	3275834



Sale Information

Sale Price:	\$2,000,000
Effective Sale Price:	\$2,000,000
Sale Date:	10/08/2024
Sale Status:	Recorded
\$/Acre(Gross):	\$1,282,051
\$/Land SF(Gross):	\$29.43
Grantor/Seller:	CSA Holdings LLC
Grantee/Buyer:	Undisclosed
Property Rights:	Fee Simple
Exposure Time:	6 (months)
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Verified By:	Levi West, MAI, R/W-AC
Verification Date:	09/16/2024
Confirmation Source:	Sean Steinman
Verification Type:	Confirmed-Seller Broker

Easements:	No
Environmental Issues:	No
Flood Plain:	No
Utilities Desc.:	All available
Source of Land Info.:	Public Records

Comments

According to the agent the buyers plan to develop the site with a retail use. The proeprty went under contract in early summer 2024.

Improvement and Site Data

Legal/Tax/Parcel ID:	27-15-451-041
Acres(Gross):	1.56
Land-SF(Gross):	67,954
Shape:	Rectangular
Corner Lot:	Yes
Zoning Code:	CC
Zoning Desc.:	Commercial

Location & Property Identification

Property Name:	Confidential
Sub-Property Type:	Commercial, Retail
Address:	Confidential
State:	UT
County:	Salt Lake
Submarket:	Confidential
Market Orientation:	Suburban

Confidential Photo

IRR Event ID: 2781163

Sale Information

Sale Price:	\$1,191,697
Effective Sale Price:	\$1,191,697
Sale Date:	03/18/2024
Contract Date:	03/18/2024
Sale Status:	Closed
\$/Acre(Gross):	\$1,263,194
\$/Land SF(Gross):	\$29.00
Grantor/Seller:	Confidential
Grantee/Buyer:	Confidential
Property Rights:	Fee Simple
Financing:	Cash to seller - buyer obtained financing
Verified By:	Mrs. Kammie L. LeFevre
Verification Date:	05/07/2024
Confirmation Source:	Buyer Provided Contract
Verification Type:	Confirmed-Seller

Flood Plain:	No
Comm. Panel No.:	49035C0440G
Date:	09/25/2009
Utilities:	Electricity, Water Public, Sewer, Gas, Telephone
Source of Land Info.:	Other

Improvement and Site Data

Legal/Tax/Parcel ID:	Confidential
Acres(Gross):	0.94
Land-SF(Gross):	41,093
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Zoning Code:	SLR-SP
Zoning Desc.:	Special Purpose Zone
Environmental Issues:	No



Location & Property Identification

Property Name:	Main Street Layton Land
Sub-Property Type:	Commercial
Address:	1366 N. Main St.
City/State/Zip:	Layton, UT 84041
County:	Davis
Submarket:	Upper Counties
Market Orientation:	Suburban
IRR Event ID:	3018707



Sale Information

Sale Price:	\$2,495,000
Effective Sale Price:	\$2,495,000
Sale Date:	08/31/2023
Recording Date:	08/31/2023
Contract Date:	06/15/2023
Listing Price:	\$2,495,000
Listing Date:	04/16/2023
Sale Status:	Recorded
\$/Acre(Gross):	\$1,229,064
\$/Land SF(Gross):	\$28.22
\$/Acre(Usable):	\$1,229,064
\$/Land SF(Usable):	\$28.22
Grantor/Seller:	Midtown Properties, LLC
Grantee/Buyer:	Powered by Sunny Energy Solar, LLC
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Warranty Deed
Recording No.:	3542402
Verified By:	Benjamin D. LeFevre, MAI
Verification Date:	06/21/2023
Confirmation Source:	MLS 1871546
Verification Type:	Confirmed-Seller Broker

Acres(Usable/Gross):	2.03/2.03
Land-SF(Usable/Gross):	88,427/88,427
Usable/Gross Ratio:	1.00
Corner Lot:	Yes
Zoning Code:	C-H
Source of Land Info.:	Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	10-251-0022
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Location & Property Identification

Property Name:	4000 South Midland Drive NEC
Sub-Property Type:	Commercial, Retail
Address:	2746 S. 4000 S.
City/State/Zip:	Roy, UT 84405
County:	Weber
Submarket:	Upper Counties
Market Orientation:	Suburban
IRR Event ID:	3033202



Sale Information

Sale Price:	\$700,000
Effective Sale Price:	\$700,000
Sale Date:	05/04/2022
Sale Status:	Recorded
\$/Acre(Gross):	\$886,076
\$/Land SF(Gross):	\$20.34
Grantor/Seller:	Roywell, LLC
Grantee/Buyer:	Golden Spike Restaurants
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	3234037
Verified By:	Claira Poole
Verification Date:	08/02/2023
Verification Type:	Secondary Verification

Topography:	Level
Corner Lot:	Yes
Zoning Code:	C
Zoning Desc.:	Commercial
Environmental Issues:	No
Flood Plain:	No
Utilities Desc.:	All available
Source of Land Info.:	Public Records

Comments

This property has been developed as a fast food restaurant.

Occupancy

Occupancy at Time of Sale:	0.00%
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Improvement and Site Data

Legal/Tax/Parcel ID:	080310063, 080310062
Acres(Gross):	0.79
Land-SF(Gross):	34,412
Shape:	Irregular

Location & Property Identification

Property Name:	Clinton Pines Pad
Sub-Property Type:	Commercial, Retail Pad/Outlot
Address:	1646 N. 2000 West
City/State/Zip:	Clinton, UT 84015
County:	Davis
Submarket:	Upper Counties
Market Orientation:	Suburban
IRR Event ID:	3226464



Sale Information

Sale Price:	\$1,450,000
Effective Sale Price:	\$1,450,000
Sale Date:	03/08/2022
Recording Date:	03/10/2022
Sale Status:	Closed
\$/Acre(Gross):	\$1,576,087
\$/Land SF(Gross):	\$36.18
Grantor/Seller:	Chick Fil A
Grantee/Buyer:	Boing US Holdco, Inc.
Assemblage:	No
Portfolio Sale:	No
Property Rights:	Fee Simple
Financing:	Cash to seller - buyer obtained financing
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Verified By:	Mrs. Kammie L. LeFevre
Verification Date:	04/24/2024
Confirmation Source:	Mountain West Realty, Kyle Bloomfield
Verification Type:	Confirmed-Buyer Broker

Improvement and Site Data

Legal/Tax/Parcel ID:	14.352.0008
Acres(Gross):	0.92
Land-SF(Gross):	40,075

Shape:	Irregular
Topography:	Level
Corner Lot:	No
Zoning Code:	PZ
Zoning Desc.:	Performance Zone
Environmental Issues:	No
Flood Plain:	No
Utilities:	Electricity, Water Public, Sewer, Gas, Telephone, CableTV
Source of Land Info.:	Public Records

Location & Property Identification

Property Name:	Proposed Farmington Car Wash Land
Sub-Property Type:	Commercial
Address:	1101 Park Ln.
City/State/Zip:	Farmington, UT 84025
County:	Davis
Submarket:	Upper Counties
Market Orientation:	Suburban
IRR Event ID:	2483644



Sale Information

Sale Price:	\$1,917,000
Effective Sale Price:	\$1,917,000
Sale Date:	05/21/2021
Contract Date:	07/16/2020
Sale Status:	Closed
\$/Acre(Gross):	\$1,175,353
\$/Land SF(Gross):	\$26.98
\$/Acre(Usable):	\$1,175,353
\$/Land SF(Usable):	\$26.98
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Verified By:	Benjamin D. LeFevre, MAI
Verification Date:	07/29/2020
Confirmation Source:	Purchase Contract
Verification Type:	Confirmed-Buyer Broker

Comments

This is a proposed car wash site just west of the Farmington Station development.

Improvement and Site Data

Acres(Usable/Gross):	1.63/1.63
Land-SF(Usable/Gross):	71,046/71,046
Usable/Gross Ratio:	1.00
Corner Lot:	Yes
Zoning Code:	GMU
Zoning Desc.:	General Mixed Use
Source of Land Info.:	Public Records

RESOLUTION NO. 2025-41R

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE THE DOCUMENTS RELATED TO THE SALE OF
CITY PROPERTY LOCATED AT 596 EAST 2600 SOUTH TO
THE UTAH DEPARTMENT OF TRANSPORTATION
RELATED TO THE I-15 RECONSTRUCTION PROJECT**

WHEREAS, the City owns property located at 596 East 2600 South, North Salt Lake;
and,

WHEREAS, UDOT requires a portion of this property for the widening of I-15 and has
provided a purchase offer for partial acquisition of said property; and,

WHEREAS, UDOT requires a temporary construction easement on a portion of this
property for the new improvements on 2600 South related to the widening of I-15; and,

WHEREAS, the Governing Body of the City of North Salt Lake has the authority to
dispose of property and identifies the property acquisition as necessary for the future public
improvement of the I-15 widening.

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

1. The City Manager is authorized to execute the Real Estate Purchase Contract, deeds and
temporary easement attached to this resolution.
2. This resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED by the City Council of the City of North Salt Lake this
2nd day of September, 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 _____



NORTH SALT LAKE PUBLIC WORKS

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

Brian J. Horrocks
Mayor
Jonathan Rueckert
Public Works Director

TO: Honorable Mayor and City Council
FROM: Jonathan Rueckert, Public Works Director
DATE: September 2, 2025
SUBJECT: Surplus of a Public Works Vehicle and Authorization of Vehicle Equipment Purchase

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2025-42R which declares a vehicle as surplus property and authorizes the purchase of a 2026 Ford F-250 chassis from Ken Garff Ford (American Fork) in the amount of **\$59,918.00**, under State Purchasing Contract **MA3792**.

BACKGROUND

The Water Department requests the purchase of a ¾-ton extended cab pickup chassis to replace a 2015 RAM 1500 that meets all three criteria of the City's 15-point vehicle replacement policy: age, mileage, and maintenance history.

The new truck will be outfitted with a light-duty utility bed (to be installed by a separate vendor) and will serve as a dedicated vehicle for water operations.

BUDGET

Funding for this vehicle was approved in the FY2026 Water Fund, **GL 51-3908-48502**.

POSSIBLE MOTION

I move that the City Council Resolution No. 2025-42R which declares an existing Public Works vehicle surplus and approves the purchase of a 2026 Ford F-250 chassis from Ken Garff Ford (American Fork) for \$59,918.00, under State Purchasing Contract MA3792.

RESOLUTION NO. 2025-42R

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NORTH SALT LAKE DECLARING A VEHICLE AS SURPLUS
PROPERTY AND AUTHORIZING ITS PROPER DISPOSAL AND
AUTHORIZING THE PURCHASE OF A NEW VEHICLE**

WHEREAS, the City of North Salt Lake no longer has a need or use for a certain vehicle due to age, cost of maintenance, and/or being obsolete; and

WHEREAS, in accordance with State regulations, the City Council has determined to declare the vehicle listed in Exhibit A as surplus and desires to dispose of it in the method as prescribed by current law.

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

Section 1. The Governing Body does hereby declare the vehicle listed in Exhibit A as surplus and directs and authorizes City staff to dispose of said vehicle according to State statutes, including, but not limited to disposal, sale, or authorized trade-in on new vehicles or equipment.

Section 2. The Governing Body does hereby approve the purchase of a 2026 Ford F-250 chassis from Ken Garff Ford (American Fork) in the amount of \$59,918 under State Purchasing Contract MA3792.

This Resolution shall take effect upon passage.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 2nd day of September, 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

Exhibit A

The following vehicles/equipment are proposed to be declared as surplus property:

Department	Description	Year	Make	VIN
Public Works	RAM 1500 Truck (W16)	2015	Dodge Ram	1C6RR7SM2FS724489



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Wendy Page, City Recorder

DATE: September 2, 2025

SUBJECT: Consideration of Ordinance 2025-15: An Ordinance Amending City Code Title 1, Chapter 15, Written Minutes; Policy and Procedure for Approval

RECOMMENDATION

I recommend approval of Ordinance 2025-15: amending City Code Title 1, Chapter 15, to align with recent amendments to the Utah Open and Public Meetings Act and to clarify the timing and approval process for minutes of public body meetings.

BACKGROUND

The Utah Open and Public Meetings Act was amended during the 2025 legislative session, resulting in the removal or modification of certain definitions. The proposed amendments to North Salt Lake City Code Title 1, Chapter 15, as shown in Exhibit A (redlines), align the City Code with these State law changes. Additionally, the amendments provide clarifying language regarding the timing and approval of minutes to better reflect the City's current practices. Specifically, in Section 1-15-2, the previous language suggested that proposed minutes must be both prepared and distributed to the public body within seven working days. The proposed changes clarify that the seven-day period applies only to the preparation of the minutes, ensuring they are distributed to the public body prior to the next meeting when they would be approved. These revisions enhance compliance with state law and improve procedural clarity.

POSSIBLE MOTION

I move that the City Council approve Ordinance 2025-15 amending North Salt Lake City Code Title 1, Chapter 15 pertaining to written minutes and approval procedures for public body meetings.

Attachments

- 1) Ordinance 2025-15
- 2) Ordinance 2025-15 Exhibit A

ORDINANCE NO. 2025-15

**AN ORDINANCE OF THE CITY OF NORTH SALT LAKE
AMENDING TITLE 1, CHAPTER 15, SECTIONS 1 AND 2, OF CITY
CODE PERTAINING TO WRITTEN MINUTES; POLICY AND
PROCEDURE FOR APPROVAL**

WHEREAS, the City of North Salt Lake is an incorporated city in Davis County Utah;
and

WHEREAS, the legislative session of 2025 made changes to the Open and Public Meetings Act and the City Council desires to align City Code with updated State law; and

WHEREAS, the City Council finds the proposed amendments pertaining to written minutes are in conformity with State law and will improve procedural clarity.

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

Section 1. Code Amendment. Title 1, Chapter 15, Sections 1 and 2 of the City Code are hereby amended as attached in Exhibit A.

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

Section 3. Effective Date. This Ordinance shall take effect immediately upon publication and posting.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah on this 2nd day of September, 2025.

CITY OF NORTH SALT LAKE

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 _____

CHAPTER 15

WRITTEN MINUTES; POLICY AND PROCEDURE FOR APPROVAL

SECTION:

1-15-1 : Definitions

1-15-2 : Policy For Approval Of Minutes

1-15-1 : DEFINITIONS:

For purposes of this chapter the following definitions shall apply so long as they are consistent with the definitions of the same terms found in the Utah open and public meetings act. If a term is defined differently in the Utah open and public meetings act, the definition found in that act shall apply.

~~CONVENING: The calling of a meeting of a public body by a person authorized to do so for the express purpose of discussing or acting upon a subject over which that public body has jurisdiction or advisory power.~~

MEETING: means a gathering of a public body or specified body; with a quorum present; and that is convened by an individual with authority to convene the public body or specified body; and following the process provided by law for convening the public body or specified body; and for the express purpose of acting as a public body or specified body to:

(A) receive public comment about a relevant matter;

(B) deliberate about a relevant matter; or

(C) take action upon a relevant matter.

~~A. The convening of a public body, with a quorum present, including a workshop or an executive session whether the meeting is held in person or by means of electronic communications, for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the public body has jurisdiction or advisory power.~~

~~"Meeting" does not mean:~~

~~A chance meeting;~~

~~A social meeting; or~~

~~The convening of a public body that has both legislative and executive responsibilities where no public funds are appropriated for expenditure during the time the public body is convened; and~~

~~The public body is convened solely for the discussion or implementation of administrative or operational matters for which no formal action by the public body is required; or~~

~~The public body is convened solely for the discussion or implementation of administrative or operational matters that would not come before the public body for discussion or action.~~

MEETING CLERK: The city recorder (or their authorized designee) for the city, or shall mean the person assigned by a public body, other than the city council, to record and to take the written minutes of a meeting of a public body of the city.

MINUTES OF A MEETING: A written record of the meeting that shall include:

A. The date, time, and place of the meeting;

- B. The names of members present and absent;
- C. The substance of all matters proposed, discussed, or decided by the public body which may include a summary of comments made by members of the public body;
- D. A record, by individual member, of each vote taken by the public body;
- E. The name of each person who:
 - 1. Is not a member of the public body; and
 - 2. After being recognized by the presiding member of the public body, provided testimony or comments to the public body;
- F. The substance, in brief, of the testimony or comments provided by the public under subsection E of this definition; and
- G. Any other information that is a record of the proceedings of the meeting that any member requests be entered in the minutes or recording.

PROPOSED MINUTES: The written minutes prepared by the meeting clerk that have been given to the members of a public body for their review and approval.

PUBLIC BODY: Any administrative, advisory, executive or legislative body of the city that:

- A. Is created by the Utah constitution, statute, rule, ordinance, or resolution;
- B. Consists of two (2) or more persons;
- C. Expends, disburses, or is supported in whole or in part by tax revenue; and
- D. Is vested with the authority to make decisions regarding the public's business. (Ord. 2013-06, 3-19-2013)

1-15-2 : POLICY FOR APPROVAL OF MINUTES:

The following shall be the policy and procedure for the approval of minutes for the city of North Salt Lake:

- A. Written minutes shall be taken for all public meetings of any public body of the city. The minutes of all public meetings of any public body of the city shall be recorded and taken down by the meeting clerk during the course of any public meeting of the public body.
- B. Within seven (7) working days from the end of the meeting, the meeting clerk shall prepare proposed minutes for the meeting and give a copy of the proposed minutes to each member of the public body for his or her review and corrections before the next scheduled meeting.
- C. Once the proposed minutes have been given to the members of the public body, the meeting clerk shall immediately make available to the public the proposed written minutes, which shall be clearly identified as "awaiting formal approval" or "unapproved" or with some other appropriate notice that the proposed minutes are subject to change until formally approved and they shall become a public document available to any member of the public who requests to read or copy the proposed minutes.
- D. Each member of the public body shall review the proposed minutes before the first meeting of the public body that immediately follows the meeting clerk giving the proposed minutes to the members of the public body. Each member of the public body may give to the meeting clerk his or her suggested corrections of the proposed minutes which suggested corrections shall be immediately sent by the meeting clerk to the other members of the public body. If any member of the public body objects to a suggested correction, he or she shall communicate that objection to the meeting clerk who will then put the matter of approving the minutes on the agenda of the next meeting of the public body for the public body to either accept as proposed or to correct as suggested.

E. If no member of the public body suggests corrections, or if no member of the public body objects to any suggested correction, on or before the first meeting of the public body that immediately follows the meeting clerk giving the proposed minutes to the members of the public body, the proposed minutes shall be ~~deemed to have been approved~~voted upon by the public body ~~and will stand as proposed~~.

F. Once the proposed minutes have ~~either~~ been approved by the public body, ~~or have been deemed to have been approved by the inaction of the public body~~, they shall become the official record of the proceedings of the public body and shall be signed by the clerk of the meeting and the mayor, or chair~~man~~, and shall be retained in the official records of the city and shall be a public document available for the inspection and copying by members of the public as appropriate under Utah law.

(Ord. 2013-06, 3-19-2013)



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: September 2, 2025

SUBJECT: Consideration of approval of City Manager secondary employment

I have been offered a position of Local Administrative Advisor (LAA) by the Utah League of Cities and Towns (ULCT). This is a part-time position and limited to an average of 5 hours per week (250 hours per year maximum). The LAA program is funded jointly by the ULCT and the State of Utah. The purpose of the program is to provide professional management assistance to small or rural communities in Utah who have no professional staff or are in need of expertise in a variety of municipal operations. The LAA program uses working City managers and other municipal professionals to provide these services.

Section 1-6-6(E) of the City Code requires that the City Council approve any other employment the City Manager may engage in. I would like to accept this secondary work, but only if the City Council is comfortable with the terms and conditions of the secondary employment.

The terms and conditions of this additional employment would be as follows:

- 1) Secondary employment will be limited to an average of 5 hours per week.
- 2) I will not perform any work on City time (M-TH) or at any other times when there is a conflict with my primary duties as North Salt Lake's City Manager.
- 3) No City supplies or equipment would be used in this secondary position.

In discussing this with League staff, they have assured me that the position is extremely flexible, can be performed at my leisure and pace mostly from home, and will not require any time during my regular City Manager obligations.

PROPOSED MOTION

I move that the City Council approve the City Manager's secondary employment with the following conditions:

- 1) Employment is limited to an average of 5 hours per week.

- 2) No secondary employment activities will occur while the City Manager is working during the Monday through Thursday workweek between 7:00 a.m. and 5:30 p.m. (or other schedule as assigned) or at any other time when the City Manager is on duty or required to be on duty for the City of North Salt Lake.
- 3) No City supplies or equipment will be used for the City Manager's secondary employment.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-STRATEGIC PLANNING
1110 EAST EAGLEWOOD DRIVE, NORTH SALT LAKE
AUGUST 19, 2025

DRAFT

Mayor Horrocks welcomed those present at 6:12 p.m.

PRESENT: Mayor Brian Horrocks
Councilmember Lisa Watts Baskin
Councilmember Tammy Clayton
Councilmember Suzette Jackson
Councilmember Alisa Van Langeveld
Councilmember Ted Knowlton

STAFF PRESENT: Ken Leetham, City Manager; Heidi Voordeckers, Finance Director; Sherrie Pace, Community Development Director; Craig Black, Police Chief.

OTHERS PRESENT: Dee Lalliss, Ryan Holbrook, Conrad Jacobson, Carolyn Jacobson, Lisa Midgley, Heidi Smoot, Elizabeth Miller, SusieDee Miller, Dennis Allen, Barry Bryson, residents.

1. APPROVAL OF CITY COUNCIL MINUTES

The City Council minutes of August 5, 2025 were reviewed and approved.

Councilmember Van Langeveld asked that the word “issues” be changed to “priorities” when in reference to a councilmember’s shared list. This included lines 119, 139, 203, 225, and 262. She also requested the following edits to her list of priorities:

- “Prioritize events” to “event purpose discussion”
- “Homeless Resource Plan (RDA funds)” to “Homeless Resource document (noting available resources)”
- Additional review items including but not limited to: code changes to expand tax base and bring commercial (General Plan or rezoning), review incompatible land uses and zoning between industrial/commercial and residential

Councilmember Baskin recommended that if AI was utilized to prepare minutes or other documents that a disclaimer be included stating that the document was generated through the use of AI but was verified to be correct by comparing with the original.

Councilmember Jackson moved the City Council approve the meeting minutes of August 5, 2025 as amended. Councilmember Van Langeveld seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.

2. CONSIDERATION OF POLICE VEHICLE PURCHASES IN THE AMOUNT OF \$120,363

Chief Black reported that this request to purchase three Dodge Durango vehicles was part of the current fiscal year 2026 budget. He noted that the purchase price was only for the vehicles and did not include equipping the vehicles with standard emergency equipment. He shared that two of the three vehicles had arrived and the invoices would be sent to staff for payment after approval by the Council. He said the price for each vehicle was \$40,121 for a total purchase cost of \$120,363.

Councilmember Clayton moved that the City Council approve the police vehicle purchases in the amount of \$120,363. Councilmember Van Langeveld seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.

3. 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

Sherrie Pace reported that the Arts Committee had been working towards implementation of the City Mural program and identified the building at 10 South Main Street for installation of the first mural. She presented images of the proposed mural by local artist David Montanaro which would be painted by his daughter, Jean Montanaro. She shared how the image would look on the building. She noted that the City Council previously allocated \$10,000 for the mural project.

Sherrie Pace said that Reuben Wolsey, Jean Montanaro's partner, met with the Arts Committee related to a possible commissioned piece of art for Hatch Park. She shared images of the proposed art piece. She added that the sculpture would complement the mural as it represented David Montanaro's chair series paintings. She continued that the Arts Committee proposed the oversized chair sculpture could be interactive for visitors at the park and be located within view of the mural for photo opportunities. Ms. Pace clarified that the sculpture would no longer be made from fallen trees in the park due to maintenance and weathering concerns. She continued that the Arts Committee was still reviewing ideas to utilize the fallen trees.

Councilmember Baskin questioned the fee for the sculpture. Sherrie Pace replied that Mr. Wolsey would trade the sculpture(s) for the park in exchange for wood from the fallen trees.

Councilmember Jackson noted that David Montanaro and his family were long time residents in the City and involved in the art community. She spoke on the value of utilizing these local artists for the first public art in the City.

Councilmember Jackson suggested a ballpark amount related to public art. Sherrie Pace replied that the Arts Committee would present a list of public art priorities and a proposed budget to the City Council in October.

Sherrie Pace said staff was preparing an application for the Davis County Mural Program which if awarded would reimburse the City for 50% of the cost of the mural. She shared that the City may apply for multiple mural grants in separate applications. She noted the City Council previously approved \$10,000 which would be allocated as follows:

Artist fee	\$4,000 (previous estimate of \$3,000)
Paint cost	\$1,400 (previous estimate of \$1,200)
Anti-graffiti coating	\$1,000
Scissor lift rental	\$2,000
Building prep	\$300

Total cost: \$8,800 (previously \$7,500)

Ms. Pace reviewed several changes to the artist contract including that the City would rent scaffolding or a scissor lift and to increase the budget for paint to \$1,400.

Councilmember Van Langeveld spoke on continuing the theme of chairs/artwork throughout the City.

Councilmember Baskin spoke on determining a cost benefit analysis to ensure that artists were paid fairly for their work but mentioned that public exposure could also increase the value of the art.

Councilmember Jackson commented on creating a yearly budget and a smoother approval process related to public art. Sherrie Pace noted that the Arts Committee would be able to provide better cost estimates, budgeting, and comparisons from other cities during their October City Council presentation.

Councilmember Jackson moved 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	\$1,500 (approx. \$1/sq. ft.)
Anti-Graffiti Coating	\$1,000 (approx. \$90/100 sq. ft.)
Scissor Lift Rental	\$2,000
Building Prep (Cleaning)	\$300
Total Estimated Cost:	\$7,800

Councilmember Clayton seconded the motion.

Councilmember Van Langeveld asked if the artist fee should be increased. Sherrie Pace said that the Arts Committee felt the \$3,000 artist fee was low but that the amount was within the budget.

Councilmember Jackson questioned if the artist fee could be increased based on obtaining the Davis County Mural Program grant. Mayor Horrocks noted that the artist fee would have to be determined now as the City would be applying for the grant based on the stated amount.

Councilmember Knowlton suggested a \$5,000 artist fee.

Sherrie Pace said that the artist could track her hours for the mural and any leftover funds could then be added to the contract. She noted that any increases could not be included in the grant request.

Councilmember Jackson amended her motion to increase the artist fee to \$4,000 for a total estimated cost of \$8,800.

Artist Fee	\$4,000
Paint Cost	\$1,500 (approx. \$1/sq. ft.)
Anti-Graffiti Coating	\$1,000 (approx. \$90/100 sq. ft.)
Scissor Lift Rental	\$2,000
Building Prep (Cleaning)	\$300
Total Estimated Cost:	\$8,800

Councilmember Van Langeveld seconded the amended motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.

4. CITY COUNCIL DISCUSSION OF STRATEGIC PLANNING GOALS, TASKS AND PROJECTS

Ken Leetham reported on the strategic plan and noted that some of these items could be added to the City's action item list. He said that the current practice allowed for any councilmember to add tasks to the action item list. He shared four strategic plans of various communities and mentioned parts of these plans could be incorporated into a plan for the City:

- Kodiak, AK (structure, content)
- South Ogden, UT (mission, vision, values, project manager, progress/accountability)
- Stockton, CA (strategies, categories, tasks/measurable goals)
- Fort Collins, CO (objective areas including high performing government, dashboard on city website)

Mr. Leetham suggested the strategic plan should include explanation/narrative while articulating the goal as well as ensuring it was simple and readable to help ensure the plan was carried forward in the event of Council and staff turnover. He shared a summary document of the priorities that were expressed by the City Council during their last meeting. He then reviewed a table containing those categorized priorities and explained that they were organized to assist the Council in determining how each of these items should be treated moving forward and which issues should be included in a strategic plan document.

5. CITIZEN COMMENT

Dennis Allen, resident, asked if there was a plan in place for the trees in Hatch Park. He spoke on the state of the existing trees and if any of the mature trees would be preserved. He expressed concern that the mature trees were not being cared for and would be removed. Ken Leetham replied that the park has been closed for construction and that a majority of the existing trees would need to be removed and replaced with new trees. He noted that consultants and arborists had helped to prepare the park plan related to the trees.

Councilmember Van Langeveld mentioned that staff did take resident comments seriously including those related to the trees. She said the wood from the trees would be utilized in the park and as part of an art program.

Councilmember Baskin empathized with Mr. Allen and thanked him for his concerns and speaking up for the trees. She commented on signage by a resident that expressed concerns about Hatch Park. She said that the City needed to hear the concerns from residents.

Councilmember Van Langeveld commented on tree planting events and valuing trees in the City.

Councilmember Jackson suggested replacing the resident signs with signage from the City with more information related to the loss of the trees, replacement trees, park plans, etc. Ken Leetham replied that there were currently signs in the park related to the remodel plan.

SusieDee Miller, resident, questioned if dogs would be allowed in Hatch Park. She spoke on a need for a park that allowed for dog walking with shade. Ken Leetham replied that this had not yet been decided. He shared that there would be a dog park located near Legacy Park.

Dee Lalliss, resident, shared that the existing trees may not be compatible with the new park plan. He said that the sacrifice of the mature trees would hopefully lead to a park that could be enjoyed by residents now and in the future.

6. CITY COUNCIL DISCUSSION OF STRATEGIC PLANNING GOALS, TASKS AND PROJECTS CONT.

Mayor Horrocks shared several AI generated ideas for a City motto including “North Salt Lake, where community and progress meet”, “Rooted in community, moving forward together”, and “North Salt Lake: strong roots, bright future”.

Councilmember Clayton shared her motto “A city where all feel loved and valued along with enhancing the quality of life and meeting the expectations of our residents, businesses, employees, and visitors.”

Councilmember Van Langeveld spoke on the process and the outcome. She noted that there would need to be several conversations related to the content of the priorities. Councilmember Baskin shared that the strategic plan for Fort Collins was more professional than she would prefer and appeared to have been created by a consultant. She stated that this was not the direction she wanted for the Council’s plan.

Councilmember Jackson was in favor of having metrics similar to South Ogden’s plan and the simplicity of Kodiak’s plan. Councilmember Knowlton spoke on a desire to have a plan with a focus area related to goals.

Ken Leetham said that the priorities had been listed and asked the councilmembers to vote on which items to focus on now.

Councilmember Baskin noted that the priorities may be solutions to problems and could be addressed quicker than those items in a General Plan which was a long term plan. She spoke on how the strategic plan created its own momentum and would survive turnover.

Councilmember Knowlton said the strategic plan would lead to and help implement the General Plan. He mentioned Chevron, Highway 89, and facility needs for Public Works as items to vote on.

Councilmember Baskin asked to include ongoing funding for tree plantings and five day staff coverage at City Hall.

The City Councilmembers spent several minutes voting for their top priorities from those listed.

Councilmember Knowlton mentioned Chevron and a potential annexation. Councilmember Baskin noted that Chevron polluted the City and did not provide any benefits such as tax dollars.

The Council reviewed the list of priorities and determined if each were action items, future work session, or a strategic planning objective. Items moved to the action item list included Chevron, a facility for Public Works, funding for tree plantings, four day work schedule, fire safety plan, addresses for annexation area, and a bridge over the railroad on Center Street. Items moved to work session included: civic events discussion, citywide name change, and sustainability. They reviewed priorities that may be related such as one beautification project annually at entrances or major corridor, a City app, the City identity, and improving the quality of US-89. The Council determined the five priorities for the next year would be:

- City Identity; City Motto; City Marketing Plan
- Improve quality of US89
- RDA funding-Housing Plan w/RDA funds
- City app
- One beautification project annually at entrances or major corridors

Ken Leetham said the main goal was to determine what the Council wanted to accomplish. He questioned if this would be an annual plan or a two or three year plan with an annual review. The Council was in favor of a one year plan for these priorities.

7. CLOSED SESSION

At 9:07 p.m. Councilmember Baskin moved to go into a closed session to discuss the character, professional competence, or physical or mental health of an individual. Councilmember Van Langeveld seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, Knowlton, and Van Langeveld.

8. ADJOURN

The meetings were adjourned during the closed session at 10:20 p.m.

The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday September 2, 2025 by unanimous vote of all members present.

Brian J. Horrocks, Mayor

Wendy Page, City Recorder

Action Items for September 2, 2025

Item	Staff	Description	Staff Responses
<u>Current</u>			
1	Ken/David	(5-20-25 CM Knowlton) Explore options to property purchase for expanding the Public Works facilities.	<u>7-15-25 Response: This item should return to the City Council for follow up with some initial conceptual information including: 1) potential locations; 2) overview of needs for a new facility; 3) cost estimates and an overview of potential funding sources for the eventual project.</u> <u>Deadline to have a Council work meeting to review conceptual information: October 21, 2025</u>
2	Sherrie	(5-20-25 CM Baskin) Research potential for creating a dog park at Springhill Park.	<u>(6/11/25) Ali is researching the restrictions on the property that was acquired from the FEMA grant, there is possibility for the lots that are on 350 East that are not part of the grant that could be utilized as a dog park.</u> <u>7-15-25 Response: We (staff) believe the spirit of the deed restrictions on the property is that the City NOT use the property for any purpose. Further, we can allow dogs in the area as a policy if we wish to do that. There has been no outreach to the City from the public on this idea.</u> <u>City staff believes that there are City-owned properties adjacent to the Springhill landside location that do not have any restrictions. These are located downhill from the FEMA-restricted properties and have frontage on 350 East Street.</u> <u>The proper way to evaluate this item is to undertake a small study of potential locations for a dog park in the central part of the City; that is, should the dog park be located further west so that higher density neighborhoods are closer to such a facility? Does the City wish to provide multiple dog parks in various locations? Deadline to present a more comprehensive report on this matter: October 7, 2025.</u>

3	Ken/Todd	(5-6-25 CM Van Langeveld) Telecommunication – research on City’s ability to limit improvements to streets and parkstrips and to regulate aesthetics of certain equipment.	<i>(5/15/25) City legal counsel is reviewing the City’s ability to comply with this assignment.</i> <i><u>7-15-25 Response: The City has not yet determined its legal authority to require all pedestals to be located underground; however, Fugal, which has been doing work in the Foxboro neighborhoods, has agreed that in all future phases, they will bury pedestals that are located in front yards.</u></i> <i><u>If the City can enact such a restriction, it will take a legislative change to all license agreements and will have to return to the City Council for action.</u></i> <i><u>Deadline for a report back: September 16, 2025.</u></i>
4	Sherrie	(5-6-25 Mayor Horrocks) Look into obtaining State funding for semiquincentennial events in 2026.	<i>(6/11/25) Ali has reached out to the grant administrator and will work with the event committee and coordinate the necessary declarations that the CC needs to make to qualify for the grants.</i> <i><u>7-15-25 Response: The City has learned that there are \$1,500 stipends for us to use for an America250 Utah event. This will require us to become a registered Utah250 Community which requires creation of a Committee (CC may act as the Committee), passage of a resolution and submittal of an event/celebration idea. The City will then receive a branded logo for use in 2026 related to our events and a stipend up to \$1,500.</u></i>
5	Sherrie	(2-18-25 CC) Project to evaluate readdressing all County addresses to City addresses.	<i>(6/11/25) Staff has met to discuss the framework for the committee, the goals or recommendations to be considered, potential committee members, timeline and review 345 properties affected. Staff will draft assigned addresses for affected properties and provide timeline for Council.</i> <i><u>7-15-25 Response: City staff is working to assemble a data base of all addresses in the City that require adjustment. That will be completed by the end of 2025. After that time, City staff will propose to the Council a working group of members of the public, staff and Council representative to review the entire scope of the project, City costs and overall impacts of the project. Estimated completion, which is City Council taking action on a plan to move forward is April 1, 2026.</u></i>

6	Ken/David	(6-18-24 CC) Eagleridge beautification project – staff to continue working on the beautification project including branding, less expensive plans, cohesive signage (all City).	<u>7-15-25 Response: Staff has received a detailed phasing and cost estimate for the project and will make a presentation to the City Council on July 15, 2025. This project may stay on the Action Item list, but the Council could take action on this item in the July 15th meeting.</u>
7	Ken	(5-21-24 CM Knowlton) Prepare talking points for the 2600 South / 1100 North bridge challenges.	<u>(1/2/25) Ken is preparing talking points and will then update City website for public awareness.</u> <u>7-15-25 Response: The City has not moved forward on this project and the main reason is that the bridge cannot be built unless it is approximately 2,200 feet long. That length would be a significant disruption to several properties, require the re-routing and/or disconnection of Main Street, does not have the support of Woods Cross (adjacent to the project) and cost approximately \$50-60 million.</u>
8	Jon/Sherrie	(5-7-24 CM Jackson) Possibility for an app that would provide the status of possible rail blockages. (8-6-24 CM Jackson) signage notifications for rail blockages. (3-4-25 CM Van Langeveld) Interested in a City app and to know costs. This app would help residents to stay informed, report issues, and access city services – similar to SLC, Syracuse or Sandy.	<u>7-15-25 Response: This action item is two items: 1) a request to develop a mobile train crossing warning system; and, 2) investigate having a City app that would contain lots of useful information for the public about city events and services.</u> <u>Train crossing warning system: Staff is working to prepare a presentation on alternatives for a mobile train access warning system. We are looking at a system in the Midwest and a system operated by Salt Lake City where there are multiple at-grade crossings subject to delay. This part of the project will require a few more months of work and a deadline of March 1, 2026 has been established.</u> <u>City app: City staff is reviewing several apps and some vendors who could provide this service to the City. A deadline to make a presentation to the City Council on this part of the action item is November 4, 2025.</u>
9	Jon / Karyn	(2-6-24 CM Jackson) Staff to further investigate and reach out to Big West Oil related to soil conditions of park strip on the south side of Center Street adjacent to BWO property.	<u>(5/1/25) Soil sample results indicate soils are clean of any harmful chemicals; however, the parkstrip has been compacted such that material will have to be removed and replaced. Staff is working on a cost estimate to prepare the parkstrip for planting, establishment of water service and tree planting.</u> <u>7-15-25 Response: Based upon the findings that the soils are not contaminated, staff has initiated a cost estimate for the design and construction drawings for the treatment of this park strip area. Staff received a cost estimate of \$12,950 which includes the costs of preparing designs,</u>

			<u>construction plans, bidding assistance and construction administration. Staff's intention is to proceed with that portion of the project and then seek further Council direction for construction. Deadline for this portion of the project is November 1, 2025 with a bid process occurring during the winter for construction in early 2026.</u>
10	Ken	(3-7-23) Staff to identify any items that would qualify for the Community Funding Projects that Congresswoman Maloy recommends.	<u>(5/16/24) Program details were not made available in advance and so we will be looking at projects for 2025. Possible projects include message and reader boards related to train crossing delays or other traffic safety improvements.</u> <u>7-15-25 Response: City staff is working to identify qualifying water projects for 2026. Federal projects are very complex and usually cost almost twice as much as using other local funding sources. Staff will report back on this project by January 20, 2026.</u>
11	Ken	(3-7-23) Staff to prepare a policy related to City Hall rental/use.	<u>(3/16/23) Staff is reviewing city hall use policies and will propose a written policy statement in a future Council meeting.</u> <u>7-15-25 Response: City staff is working to complete a draft of a policy statement on this issue for review by the City Council. Deadline for this item is September 16, 2025.</u>
Future Agenda Item Discussion Requests			
12	Sherrie/Ken	(11-19-24 Mayor Horrocks) Future discussion related to expanding Tunnel Springs Park or the Springhill Landslide area for parks request per residents on Independence Way.	<u>(11/26/24) The General Plan will have a park and open space element and an analysis of park distribution and walkability should be included.</u>
13	Ken / David	(4-2-24 CC) Staff will make future proposal on trees/sidewalk damage policies.	<u>(5/16/24) Funds have been proposed in the FY25 budget of \$100k for the purpose of sidewalk repair. An ordinance relating to trees and public rights-of-way needs to be put forward.</u> <u>7-15-25 Response: This item is part of a larger issue of sidewalk condition and repair Citywide. Two parts of the project are: 1) creating a policy for when trees on private property damage public sidewalks (should they be removed, sidewalk relocated, etc.). This first part also includes a policy related to the obligations of the adjacent property owners to participate in the costs of repair and replacement of sidewalk or removal of trees. 2) The</u>

			<u>City must address a citywide infrastructure need to repair and replace sidewalks throughout the City. This is a policy decision by the City Council.</u> <u>Deadline for Part 1: October 21, 2025</u> <u>Deadline for Part 2: January 20, 2026</u>
14	Sherrie/Karyn	(5-21-2024 CM Knowlton) Completion of the Hwy 89 corridor agreement with UDOT with a goal to complete the agreement by September 1, 2024. (8-6-24 CM Knowlton) Provide update at next meeting and draft agreement soon. (9/17/24 CM Knowlton) Discussion desired related to status update. (1/21/25 CM Knowlton) Requested update soon.	<u>(7/1/2025) Meeting with UDOT scheduled on July 10th at Region 2 offices</u> <u>(3/27/25) Draft agreement was submitted to UDOT Region 1 Director and staff on February 27, 2025.</u> <u>7-15-25 Response: This project should be completed soon in a way that allows the City to adopt a formal agreement with UDOT that will govern access management, future right-of-way configurations, locations of semaphores (intersection lights), and many other issues on US89. The deadline for this item is immediate and staff will bring the proposed agreement to the Council asap after the July 15, 2025 meeting.</u>
15	Sherrie/Jon	Combined Action Items: (1-2-24) Work session on Code amendments related to park strip landscaping and street 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.	<u>7-15-25 Response: this project is to landscaping, water conservation methods and tree planting on City-owned property. This project requires City staff to provide an inventory and analysis of City-owned park strips and properties which might be good candidates for conversion from turf to water wise landscaping treatments. A second minor piece of this project is to evaluate our compliance notifications and processes related to conversion of areas to low water use treatments. Deadline for this project is September 16, 2025.</u> <u>This item also includes a policy question for the City Council related to what level of investment should the City be making each year for tree planting. The current General Plan and City budgets identify tree planting as a priority in the City and this project should articulate the City's specific action plan to increase tree plantings on City property. Deadline for this project is November 11, 2025.</u>
16	Sherrie	(10/3/23) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	<u>7-15-25 Response: This project is from October of 2023. We have had some discussions about parking since that time, but the Council should clarify for the staff what is needed or wanted with this assignment.</u>
17	Ken	(6-20-23) Potential City Council discussion on cyber security.	<u>7-15-25 Response: This project is now 2 years old, but the City could still have a work session on this item at any time. ETS, the City's IT group, has implemented several strategies to protect the City, our data and our electronic systems from harm. No deadline, but could be scheduled at any time.</u>