



**CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING
NOTICE & AGENDA
OCTOBER 21, 2025**

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on October 21, 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. Report on Action Item Related to Policies for the Repair of Public Sidewalks
2. Report on Action Item Related to Expansion Strategies for Public Works Facilities
3. Adjourn

REGULAR SESSION – 7:00 p.m.

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Lisa Watts Baskin
3. Consideration of Proclamation 2025-02: A Proclamation Honoring the Impacts of 100 Years of PTA Service by Proclaiming October as PTA Month in the City of North Salt Lake
4. Citizen Comment
5. Council Reports
6. City Attorney Report
7. Mayor's Report
8. City Manager Report
9. Eaglewood Golf Course General Manager Annual Report
10. Consideration of Resolution 2025-51R: A Resolution Amending the City's Comprehensive Fee Schedule Related to Geo-Hazard Investigations and the Golf Enterprise Fund

11. Consideration of Approval to Transition a Part Time to Full Time Position for a Golf Course Mechanic
12. Public Hearing and Consideration of Resolution 2025-52R: A Resolution Amending the Fiscal Year 2025-2026 Budgets
13. Consideration of Ordinance 2025-17: An Ordinance Amending the Self Storage and Storage Shed Overlay Zone Map to Include the Property Located at 211 West Center Street
14. Consideration of Bid Award for Deicing Materials for Use on City Roadways for the 2025-2026 Winter Season
15. Consideration of a Request for Red Curb on 1100 North at Clifton Place Townhomes
16. Consideration of Resolution 2025-53R: A Resolution Approving the Master Agreement with Utah Department of Transportation (UDOT)
17. Consideration of Resolution 2025-54R: A Resolution Approving the Master Landscape Agreement with Utah Department of Transportation (UDOT)
18. Approval of City Council Minutes of October 7, 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 City Recorder for the City of North Salt Lake, certify that copies of the forgoing agenda for the City Council meeting(s) 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 East Center Street, North Salt Lake.

Date Posted: October 20, 2025


Wendy Page, City Recorder



Summary Guide of City Council Agenda Items for October 21, 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. Report on action item related to policies for the repair of public sidewalks.
- b. Report on action item related to possible expansion strategies for Public Works facilities.

Regular Session

Item 3: Consideration of Proclamation 2025-02: A proclamation declaring October as PTA Month in the City – Council action required.

- a. This proclamation recognizes the contributions made by Utah PTA over the last 100 years of service.

Items 4-8: City Council, City Attorney, Mayor and City Manager reports.

Item 9: Eaglewood Golf Course General Manager annual report – No Council action required.

- a. Tyler Abegglen, Golf Course General Manager, will present the annual report for the Eaglewood Golf Course and Event Center.

Item 10: Consideration of Resolution 2025-51R: A resolution amending the City's Comprehensive Fee Schedule – City Council action required.

- a. The first change is a text change (not a fee increase) that clarifies the language surrounding Geo-Hazard Investigation fees.
- b. The second set of fee amendments are fee increases in the Golf Enterprise Fund. These fees are effective on January 1, 2026.

Item 11: Consideration of approval of the transition of a part-time mechanic to full-time at the Eaglewood Golf Course – Council action required.

- a. The Golf Course currently shares mechanics with the Fleet Division equivalent to ½ of a full-time employee. This request is to create a full-time mechanic position at the Golf Course.
- b. This action has a fiscal impact on the golf course of approximately \$30,000 annually.
- c. This action has an additional impact on the Fleet Fund of between \$30-35,000.
- d. Growth in both the Fleet Division and Golf Course equipment and mechanic needs require this additional ½ time adjustment.

Item 12: Public Hearing and Consideration of Resolution 2025-52R: A resolution amending the Fiscal Year 2025-2026 Budgets – Council action required.

- a. There are several increases in revenues and expenses in several City funds. The net total change is an increase in overall fund balance of \$158,090.

Item 13: Consideration of Ordinance 2025-17: An ordinance amending the Self Storage and Storage Shed Overlay Zone Map for property at 211 West Center Street – City Council action required.

- a. This item is a proposal from the owner of Storage City, LLC to add property to this overlay zone. The property is affected by the I-15 expansion project and will suffer the loss of several storage unit buildings. The owner would like to replace those units on the remaining property not taken by UDOT.

- b. The Planning Commission held a public hearing on this item on October 14 and recommended approval of this application.

Item 14: Consideration of bid award for deicing materials for FY26 winter season – Council action required.

- a. The City solicited bids for deicing materials for use on roadways for the upcoming winter season. Recommended low bidder is Broken Arrow at \$23 per ton.
- b. The City will use between 1,500 – 2,000 tons of deicing salt in winter and the estimated fiscal impact of this item will be between \$34,500 and \$46,000.

Item 15: Consideration of a request for red curb on 1100 North at Clifton Place Townhomes – Council action required.

- a. This item was a City Council request to consider restricting parking on the north side of 1100 North at Clifton Place Townhomes west of Redwood Road.

Item 16: Consideration of Resolution 2025-53R: A resolution approving the Master Agreement with the Utah Department of Transportation (UDOT) – Council action required.

- a. The proposed agreement is required of all local governments impacted by the I-15 expansion project. It sets forth the terms, processes, rules, notifications steps and other elements of how the City will interact with UDOT and contractors on the project.
- b. There is no fiscal impact related to this item.

Item 17: Consideration of Resolution 2025-54R: A resolution approving the Master Landscape Agreement with the Utah Department of Transportation (UDOT) – Council action required.

- a. The proposed agreement is required of all local governments whose interchange landscaping is affected by the I-15 expansion project. This agreement principally establishes that the City will maintain all landscaped areas in UDOT freeway rights of way.
- b. There will be a fiscal impact related to this item, depending upon the landscaping installed in the project.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: October 21, 2025

SUBJECT: Consideration of Proclamation 2025-02: A proclamation honoring the impacts of 100 Years of PTA service by proclaiming October as PTA Month in the City of North Salt Lake

RECOMMENDATION

I recommend approval of Proclamation 2025-02: A proclamation honoring the impacts of 100 Years of PTA service by proclaiming October as PTA Month in the City of North Salt Lake.

BACKGROUND

The Utah PTA is celebrating 100 years of service and advocacy for children, families, schools and communities. Utah PTA has requested that the City adopt a proclamation which declares October as PTA Month in the City.

The attached proclamation acknowledges and describes many of the important contributions that PTAs have made through engaging and empowering families and communities for the betterment of education and educational opportunities.

PROPOSED MOTION

I move that the City Council approve Proclamation 2025-02: A proclamation honoring the impacts of 100 Years of PTA service by proclaiming October as PTA Month in the City of North Salt Lake.

Attachments:

- 1) Letter from Utah PTA
- 2) Proclamation 2025-02



September 24, 2025

The Honorable Brian Horrocks
North Salt Lake City Mayor
10 E. Center St. NSL, UT. 84010

Dear Mayor Horrocks,

This year, Utah PTA is honored to be celebrating **100 years of service and advocacy** for children, families, schools and communities across our great state. Since 1925, Utah PTA has worked side by side with parents, educators, and community leaders to ensure that every child has the opportunity to reach their full potential.

The mission of Utah PTA is **to make every child's potential a reality by engaging and empowering families and communities to advocate for all children.** For a century, this mission has guided our work and fueled the countless hours that PTA volunteers dedicate to strengthening families, supporting schools, and building stronger communities.

Throughout its history, Utah PTA has played a critical role in shaping education in our state. We have served as a strong watchdog for the Utah School Trust Lands, advocated tirelessly on the issue of vouchers, and worked continuously to ensure stable and sufficient education funding for all Utah students. These efforts have helped safeguard resources for schools and ensured that every child has access to quality learning opportunities.

As we mark this historic milestone, we invite you and your community to join us in honoring the impact of PTA by proclaiming **October as PTA Month** in [City Name]. By doing so, you will be helping us recognize a century of dedication to Utah's children and inspiring continued collaboration to make a difference in the lives of future generations.

We respectfully ask that you share this proclamation with your community and, if possible, read it during a **City Council meeting** in October. We would be honored to have PTA leaders and families present, and would greatly appreciate knowing the date and time so that we can attend and celebrate with you. If desired, a Utah PTA representative would be glad to attend and formally accept the proclamation in person on behalf of our members.

We would be honored to have your support as we celebrate this remarkable milestone. Thank you for your leadership and for your commitment to the children and families of [City Name].

Sincerely,

A handwritten signature in black ink that reads "Julie Cluff".

Julie Cluff
Utah PTA President

Ginger Vandenberg
Council President

Proclamation No. 2025-02

**HONORING THE IMPACT OF 100 YEARS OF PTA SERVICE BY PROCLAIMING
OCTOBER AS PTA MONTH IN THE CITY OF NORTH SALT LAKE**

WHEREAS, The City of North Salt Lake acknowledges the mission of Utah PTA to make every child's potential a reality by engaging and empowering families and communities to advocate for all children; and

WHEREAS, Utah PTA has played a critical role in shaping education in our state, serving as a strong watchdog for the Utah School Trust Lands, advocating tirelessly on the issue of vouchers, and working continuously to ensure stable and sufficient education funding for all Utah students. These efforts have helped safeguard resources for schools and ensured that every child has access to quality learning opportunities; and

WHEREAS, we honor and celebrate with Utah PTA their 100 years of service and advocacy for children, families, schools and communities across the great State of Utah.

NOW, THEREFORE, BE IT PROCLAIMED, by the City of North Salt Lake, Utah that October is PTA Month in the City of North Salt Lake.

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 October 21, 2025

Brian J. Horrocks, Mayor



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Eaglewood Golf Course – Tyler Abegglen

DATE: October 21, 2025

SUBJECT: Golf Course Fee Schedule Changes

RECOMMENDATION

It is recommended that the City Council approve the proposed adjustments to the Eaglewood Golf Course and Event Center fee schedule for the upcoming 2026 season. These changes reflect market conditions, increased operational costs, and strategic revenue goals while maintaining Eaglewood's position as a competitive and accessible municipal facility. Additionally, limited discretion to adjust pricing based on occupancy, demand, and peak times to maximize revenue potential (Dynamic Pricing).

BACKGROUND

Over the past several seasons, Eaglewood Golf Course has experienced significant increases in rounds played, with many peak-time tee sheets selling out well in advance. Demand remains strong throughout the day, and even traditionally slower mid-week periods now see consistent play. This sustained growth presents an opportunity to modestly adjust green fees and program pricing to better reflect the market while still offering exceptional value compared to nearby public and municipal facilities. Adjusting junior and punch card pricing will also bring those offerings in line with current usage patterns and industry benchmarks.

Conversely, while golf operations continue to grow, event center bookings, particularly Monday through Thursday, have seen slower growth and increased competition from other venues. Introducing a clear weekday pricing structure and transitioning from a flat deposit to a percentage-based model will provide more flexibility for clients, encourage additional mid-week rentals, and ensure deposits more accurately reflect the scale of each event. These updates position the facility for more sustainable long-term growth and revenue balance across all departments.

PROPOSED MOTION

I move that the City Council approve Resolution 2025-51R: A resolution amending the City's Comprehensive Fee Schedule related to Geo-Hazard Investigations and the Golf Enterprise Fund.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Karyn Baxter, City Engineer

DATE: October 21, 2025

SUBJECT: Consideration of Language Changes to Geotechnical Review for Comprehensive Fee Schedule

RECOMMENDATION

I recommend that the City Council approve the proposed changes to the language in the Comprehensive Fee Schedule for Geotechnical Review Fee and Deposit

REVIEW

The existing language in the Comprehensive Fee Schedule is currently not clear on the purpose of the fee and deposit. Recommended changes do not alter the amount of the fee or deposit. The updated language more clearly defines the purpose of each.

Current Language	Proposed Language
Geo Hazard Investigation – Scoping Meeting	Geo Hazard Investigation City Review & Scoping Meeting Fee
Geo Hazard Investigation Permit & Review	Geo Hazard Investigation Review Deposit

PROPOSED MOTION

I move that the City Council approve Resolution 2025-51R: A resolution amending the City's Comprehensive Fee Schedule related to Geo-Hazard Investigations and the Golf Enterprise Fund.

Attachments:

- 1) Resolution 2025-51R
- 2) Revised Comprehensive Fee Schedule

RESOLUTION NO. 2025-51R

**A RESOLUTION AMENDING THE CITY’S COMPREHENSIVE FEE
SCHEDULE RELATED TO CERTAIN FEES AT EAGLEWOOD GOLF
COURSE AND FOR CERTAIN ENGINEERING-RELATED FEES**

WHEREAS, the City of North Salt Lake has adopted a Comprehensive Fee Schedule establishing certain fees; and

WHEREAS, the City Council has the authority to set or amend fees by Resolution; and

WHEREAS, it is the responsibility of users of City services to pay for requested services; and

WHEREAS, the City Council finds that it is necessary and in the City’s best interest to adjust certain fees as described in this resolution.

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

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

Section 2. EFFECTIVE DATE. This resolution shall take effect immediately upon passing; however, Eaglewood Golf Course Fees shall take effect beginning on January 1, 2026.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 21st day of October, 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	_____

Section 2: Community Development

2.1 Planning & Zoning Applications

Zoning Application (Code Amendment or Rezone)	\$200
Public Hearing Notice	\$75
Variance Request/Administrative Appeal	\$250
Conditional Use Permit	\$25
Site Plan Review	\$200
Annexation (greater than 10 acres)	\$250 + \$25/acre
Natural Resources Excavation	\$500

2.2 Development Review

Subdivision	
Concept Plan or General Development Plan	\$500
Preliminary Plan	\$125 per lot
Final Plat	\$375 per lot
Amendments to recorded plats	\$500
Minor Lot Line Adjustments (administrative approval)	\$100
Construction Inspection of Public Improvements	See Section 3.2 Engineering Fees

2.3 Geotechnical Review

Geo Hazard Investigation- City Review & Scoping Meeting Fee	\$500
Geo Hazard Investigation Permit & Review Deposit Actual costs incurred by the City's Geotech Consultant shall be paid by the applicant. Deposited funds shall be applied to the actual costs as billed to the city. Review activities will be discontinued if retained balance falls below \$500, until additional funds are deposited. All remaining balance shall be refunded upon conclusion of Geo Hazard Review.	\$5,000 deposit

Section 9: Parks & Recreation Fees

9.1 Eaglewood Golf Course (All fees exclude Utah Sales Tax)*				
1. Green Fees		9-Hole/with Cart		18-Hole/with Cart
	Monday thru Sunday	**\$21.00 20.00 / \$31.00 30.00		**\$42.00 40.00 / \$62.00 60.00
	Youth on Course (M-W only)	\$5.00 4.66 / \$15.00 9.23		\$13.99 10.00 / \$29.23 30.00
	Junior (17 and under) (M-W only)	\$15 12.00 / \$25 2.00		\$30 24.00 / \$50 44.00
	Women's & Men's Association (Wednesday only)	\$25.00 includes cart		\$50.00 includes cart
	Punch Card (excluding holidays)	\$175.00 200.00		10-9 Hole Rounds
	Corporate Monday-Thursday Anytime Friday-Sunday after 2:00 p.m.	\$25.00 30.00 includes cart		\$50.00 60.00 includes cart
	Eaglewood/PGA Comp Monday-Thursday Anytime Friday-Sunday after 2:00 p.m. (No tee times more than 1 day in advance unless with paying customer)	No Charge		
	City Employee (excluding holidays)	No Charge Punch Card		
2. Cart Fees		9-Hole		18-Hole
	Single Rider	\$10.00		\$20.00
	Private Cart	\$10.00		\$20.00
	Spectator Fee	\$20.00		
3. Driving Range	Range Balls	Small Bucket - \$7 Medium Bucket - \$13 Large Bucket - \$18		
4. Simulator Fees	Hourly	Memberships		
	\$60/2 hours	\$700.00 / 3 months	\$1,200.00 / 6 months	\$2,000.00 / 12 months
5. Simulator League (8 events from Nov 1 st – Feb 28 th)	\$40.00/entry per player without membership (2 hours)	\$20.00 entry per player with membership		

**All fees, with the exception of the Event Center Fees, will be charged with tax excluded from the rate fee. All golf course items will have an added 7.25% tax rate added at checkout.*

***** This designates the standard or "rack rate". The City Council authorizes the General Manager to adjust rates based on occupancy rates. Peak rates and times will be adjusted based on Dynamic Pricing.***

9.1 Eaglewood Golf Course (Continued)

(All fees exclude Utah Sales Tax)*

6. Corporate Tournaments		Full Shotgun – 80 or More Players	Half Shotgun – 80 or Less Players PER PERSON TEE TIME RATE
	Tuesday and Wednesday	\$7,500.00 <u>\$8,500.00</u>	\$4,000.00 <u>\$75.00 Includes Cart</u>
	Thursday and Friday	\$9,000.00 <u>\$10,000</u>	\$5,000.00 <u>\$75.00 Includes Cart</u>
	Saturday	\$12,000.00	<u>\$75.00 Includes Cart</u> N/A
7. Corporate Membership**	Annual Fee		\$2,500.00
8. Event Center Rental and Catering	Hourly Rate (additional hours)		\$250.00
	3 Hour Rental***		\$1,500.00
	<u>6 Hour Rental – Monday-Thursday</u>		<u>\$1,600.00</u>
	6 Hour Rental <u>– Friday-Sunday</u>		\$2,800.00
	<u>12 Hour Rental – Monday-Thursday</u>		<u>\$2,400.00</u>
	12 Hour Rental <u>– Friday-Sunday</u>		\$3,600.00
	North Salt Lake Residents		20% Discount
	Ceremony Fee		\$300.00
	In-House Catering Deposit		50% of estimated service
	Rental Deposit		\$500.00 (not refundable) <u>25% of Rental</u>
	Cleaning Deposit		\$500.00 (refundable)
	Alcohol Deposit		\$500.00 (not refundable)
	Bartending Service		\$250.00/hour

Adjustment of Fees: The Golf Director shall have the authority to reduce the posted fees at Eaglewood if deemed necessary (Adjustments to Banquet Facility Rental Fees shall be considered on a case-by-case basis).

****All fees, with the exception of the Event Center Fees, will be charged with tax excluded from the rate fee. All golf course items will have an added 7.25% tax rate added at checkout.***

*****Corporate membership may be pro-rated by Golf Director between March 1 and November 30***

******The 3-hour Rental for the Event Center is only valid Monday-Thursday during off peak months (November-February). No decorations or setup time.***

No Outside Catering will be allowed at any Event Center Events or Rentals.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Eaglewood Golf Course – Tyler Abegglen

DATE: October 21, 2025

SUBJECT: Transition Part Time to Full Time Golf Course Mechanic Position

RECOMMENDATION

I recommend that the City Council approve the transition of the current **Part-Time Fleet Mechanics** that the golf course pays Fleet to a new hire **Full-Time Golf Course Mechanic** position under the golf course operations. This change reflects the increasing maintenance and repair demands of Eaglewood Golf Course equipment, vehicles, and facilities, and supports long-term operational stability and efficiency.

BACKGROUND

Over the past several seasons, the Eaglewood Golf Course maintenance operation has relied on part-time fleet mechanics to perform seasonal repairs and upkeep of golf carts, mowers, and utility vehicles. The current workload now includes:

- Routine maintenance of over 65 pieces of equipment, including greens mowers, fairway units, and utility vehicles, driving range picker and 84 golf carts.

The need for consistent, year-round mechanical support has grown substantially as the golf department has nearly doubled the equipment over the last 5 years. A full-time mechanic will allow for preventative maintenance scheduling, reduced downtime, and more efficient budgeting for repairs and parts. The suggested position will increase the wages and benefits by an estimated \$20,000-\$30,000 moving to FT.

Current Part-Time Position (2-Fleet Mechanics ¼ Time):

Salary: \$35,000 Benefits: \$20,000 **Total: \$55,000**
Average Annual Hours: 1,000

Proposed Full-Time Position:

Salary Range: \$47,570 – \$68,578 annually (Grade 16)
Benefits would be an additional \$25,000-\$30,000 depending on hire/step and grade. The annual cost increase for the golf course fund is estimated to be \$20,000-\$30,000 more a year.

PROPOSED MOTION

I move that the City Council approve the conversion of the **Part-Time Fleet Mechanic** position to a **Full-Time Golf Course Mechanic** position at Eaglewood Golf Course, **with a salary range in Grade 16-17**, depending upon qualifications.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Heidi Voordeckers, Finance Director

DATE: October 21, 2025

SUBJECT: Resolution 2025-52R: A resolution approving and adopting amendments to the Fiscal Year 2025-2026 budget for the General Fund, Road Capital Fund, Water Operating Fund, Storm Water Fund, Golf Fund, and Fleet Fund

RECOMMENDATION

Staff recommends the City Council approve Resolution 2025-52R, authorizing amendments to the fiscal year 2025-2026 Budget.

BACKGROUND

Pursuant UCA 10-6-127 and 10-6-128, municipal budgets may be modified by resolution of the City Council up until the final day of the fiscal year. Amendments incorporating increases in expenditures/appropriations require that a public hearing be held prior to resolution adoption. All budget appropriations lapse at the end of the fiscal year, except for any remaining appropriations for Capital Projects, which may be transferred to the new budget year without a public hearing.

SUMMARY

The City has a need to amend the current fiscal year budget to roll forward previously authorized capital spending, update revenue projections, reallocate expenditures, and request additional expenditures. The net change in total City fund balances considered in the proposed amendment is an increase of \$158,090.

Recognize **additional revenue** in the General Fund:

- Increase in Franchise Taxes (Energy): ***\$250,000**
- Real property sale to UDOT: ***\$70,000**

Request **additional expenditures** in the General Fund:

- Reallocation of tuition reimbursement to relevant departments: **\$0**
- Additional cost for “.gov” update and migration: **\$11,970**
- Retaining wall repair at Wild Rose Park: **\$30,000**

Roll forward **previously approved** non-capital budget items:

- Fluoride clean-up: **\$20,305**

Request **additional Capital Funding**:

- Address street soft spots on Cynthia Way and Windsor/Ascot projects: **\$225,540**
 - 50% from Fuel Tax Restricted reserves and 50% unrestricted streets funds
 - Discussed/Awarded at the April 1, 2025 City Council Meeting

Recognize lease **expense missed** in original budget approval:

- Year 2 Street Sweeper Equip Lease P/I: **\$85,390**

Misc changes in Golf Course Operating Revenues and Expenses:

- Increase in Operating Revenues: ***\$550,000**
- Reduce anticipated Sledding Revenue: ***(-\$30,000)**
- Increase in Operating Expenses: **\$269,705**

Request to replace mechanic at 100% FTE due to golf changes: **\$39,000**

Total Changes in Revenues: *\$840,000

Less Total Changes in Expenses: (\$681,910)

= Net increase in Fund Balance of \$158,090

PROPOSED MOTION

I move that the City Council approve Resolution 2025-52R: A resolution approving and adopting amendments to the fiscal year 2025-2026 General Fund, Roads Capital Fund, Water Operating Fund, Storm Water Fund, Golf Fund, and Fleet Fund Budgets.

Attachments: Resolution 2025-52R
Resolution 2025-52R, Exhibit A

RESOLUTION NO. 2025-52R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE APPROVING AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025~2026 GENERAL FUND, ROADS CAPITAL FUND, WATER OPERATING FUND, STORM WATER FUND, GOLF FUND, AND FLEET FUND BUDGETS

WHEREAS, the City of North Salt Lake has considered the adoption of an amendment to increase the 2025~2026 budget for the General Fund, Roads Capital Fund, Water Operating Fund, Storm Water Fund, Golf Fund, and Fleet Fund and finds that it is in the best interest of the citizens and the City as a whole to adopt the aforesaid budgets; and

WHEREAS, a public hearing was properly noticed and held on Tuesday, October 21, 2025 for public comment concerning the adoption of said budget amendments; and

WHEREAS, such action is authorized by statute.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Salt Lake, Utah that the amendments as set forth in Exhibit “A” which is attached hereto and incorporated herein by this reference, are hereby authorized and approved as follows:

By Fund:	Increase/(Decrease) in Fund Balances
GENERAL FUND	\$278,030
ROADS CAPITAL FUND	(\$225,540)
WATER OPERATING FUND	(\$20,305)
STORM WATER FUND	(\$85,390)
GOLF FUND	\$250,295
FLEET FUND	(\$39,000)
Total Fund Balance Increase/(Decrease)	\$158,090

Immediately after its adoption, this resolution shall be signed by the appropriate officers of the City of North Salt Lake, shall be recorded in the official records of the City of North Salt Lake, and shall take immediate effect.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 21st day of October 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
BUDGET AMENDMENT HEARING - OCTOBER 21, 2025**

ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	BUDGET ADJUSTMENT	TOTAL BUDGET	REASON
FUND 10 - GENERAL FUND					
REV 10-1031-31303	ENERGY SALES AND USE - POWER	(1,200,000)	(250,000)	(1,450,000)	Adjust based on prior year collections
REV 10-1038-37300	GAIN ON DISPOSAL OF CAPITAL AS	(5,000)	(70,000)	(75,000)	Adjust for sale of parcels to UDOT
EXP 10-2400-41205	TUITION REIMBURSEMENT	-	2,000	2,000	Allocate FY 26 Tuition Reimb to Dept
EXP 10-2404-41205	TUITION REIMBURSEMENT	-	2,000	2,000	Allocate FY 26 Tuition Reimb to Dept
EXP 10-1120-41205	TUITION REIMBURSEMENT	10,000	(4,000)	6,000	Allocate FY 26 Tuition Reimb to Dept
EXP 10-5304-42202	GROUND'S CARE	80,000	30,000	110,000	Retaining wall repair at Wild Rose Park
EXP 10-1120-42000	GEN & CONTRACTED SERVICES-IT	65,000	11,970	76,970	Additional Funding for ".gov" domain and email migration
			278,030		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 44 - ROADS CAPITAL FUND					
EXP 44-3505-52425	CYNTHIA WAY	-	109,075	109,075	Additional work needed to address soft spots
EXP 44-3506-52420	WINDSOR DR,WINDSOR CT,ASCOT I	-	116,465	116,465	Additional work needed to address soft spots
			(225,540)		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 51 - WATER OPERATING FUND					
EXP 51-3904-45023	CHEMICALS AND TESTING	70,000	20,305	90,305	Roll Fluoride cleanup budget from FY 25
			(20,305)		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 53 - STORM WATER FUND					
EXP 53-3118-47012	INTEREST	3,980	17,787	21,767	Adjust for Street Sweeper Equipment Lease - Yr 2 of 5
EXP 53-3118-47016	LEASE PAYMENT	-	67,604	67,604	Adjust for Street Sweeper Equipment Lease - Yr 2 of 5
			(85,390)		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 55 - GOLF					
REV 55-5500-34200	FEES GREEN	(1,250,000)	(250,000)	(1,500,000)	Based off FY '24 ending and Increase in Fees for Calendar Year 2026
REV 55-5500-34201	FEES DRIVING RANGE	(200,000)	(175,000)	(375,000)	Based off of Calendar Year Revenue with Trackman Range Structure
REV 55-5501-34406	PRO SHOP SALES	(425,000)	(75,000)	(500,000)	Based on Calendar Year Sales and next year estimates
REV 55-5501-34602	RENTS AND LEASES CARTS	(650,000)	(50,000)	(700,000)	Based of FY '24 revenue and increased play in Calendar Year 2025
REV 55-5501-34607	RENTS & LEASES WINTER SLEDDING	(30,000)	30,000	-	Gateway Parks not returning for Winter 2025, hopeful for 2026
EXP 55-5584-42900	TRAVEL, EDUCATION AND TRAINING	2,000	8,000	10,000	PGA Continuing Education
EXP 55-5584-45200	OPERATING SUPPLIES	40,000	50,000	90,000	Additional Electrical Cost for Trackman Range
EXP 55-5585-41101	WAGE REGULAR EMPLOYEES	281,000	19,000	300,000	Convert P/T mechanic to F/T mechanic for remainder of FY 26
EXP 55-5585-41200	EMPLOYEE BENEFITS	190,000	20,000	210,000	Convert P/T mechanic to F/T mechanic for remainder of FY 26
EXP 55-5585-45028	POND SUPPLIES	5,000	35,000	40,000	Fountain addition (#8 and #9) and Fountain replacement.
EXP 55-5585-45606	CART PATH REPAIR	2,500	27,500	30,000	Cart path replacement on #12 and #13
EXP 55-5585-45608	GROUND'S RENNOVATION	5,000	70,000	75,000	Drainage and tee box reno on #4
EXP 55-5586-41102	TEMPORARY EMPLOYEES	70,000	30,000	100,000	Increase in competitive wages for grills staff/cooks
EXP 55-5588-47012	INTEREST	87,400	10,205	97,605	Interest on Equipment Lease
			250,295		NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 61 - FLEET					
EXP 61-1154-41101	WAGE REGULAR EMPLOYEES	195,000	19,000	214,000	Convert P/T mechanic to F/T mechanic for remainder of FY 26
EXP 61-1154-41200	EMPLOYEE BENEFITS	130,000	20,000	150,000	Convert P/T mechanic to F/T mechanic for remainder of FY 26
			(39,000)		NET INCREASE/(DECREASE) IN FUND BALANCE
TOTAL ALL FUNDS			158,090		NET INCREASE/(DECREASE) IN FUND BALANCE



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sherrie Pace, Community Development Director

DATE: October 21, 2025

SUBJECT: Consideration of an amendment to the Self Storage and Storage Shed Overlay map to include the property of 211 West Center Street (Parcel ID: 01-421-0001)

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 211 West Center Street (Parcel ID: 01-421-0001) 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 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 211 West Center Street is 5.58 acres in size, zoned Manufacturing-Distribution (MD), and is owned by Storage City LLC. The property owner has made application to amend the Self Storage and Storage Shed Overlay zone map to include the subject property. The property is between the I-15 and the rail lines and has over 40 feet of easements along the western property boundary that cannot be built over.

The imminent I-15 Expansion Project will require UDOT to acquire approximately half of the subject property for the expansion of UDOT's right-of-way. This has prompted the property owner to make application for a zone map amendment that would offer a land use that is compatible with the remaining property configuration. Additionally, there are limited uses in the MD Zone that this property could be used for given the unusual constraints for redevelopment due to the planned transportation impacts, existing

easements, limited frontage on Center Street, and proximity to the active rail lines and Union Pacific regulations.

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 interstate 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. The subject property is directly north of the existing overlay. Staff is recommending the zone change on the entire parcel, less that portion of the property acquired by UDOT.

This zoning map amendment provides the property owner the ability to make site plan application for new self storage units. 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).

PROPOSED MOTION

I move that the City Council approve Ordinance 2025-17 to amend the Self Storage and Storage Shed Overlay zone map to include the property of 211 West Center Street (Parcel ID: 01-421-0001) 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) 211 West Center - UDOT I-15 Farmington to SLC FEIS: Potential ROW Impact (Oct. 2024)
- 4) ORD 2025-17



Self Storage and Storage Shed Overlay Zone Amendment

211 West Center Street

Zoning Map

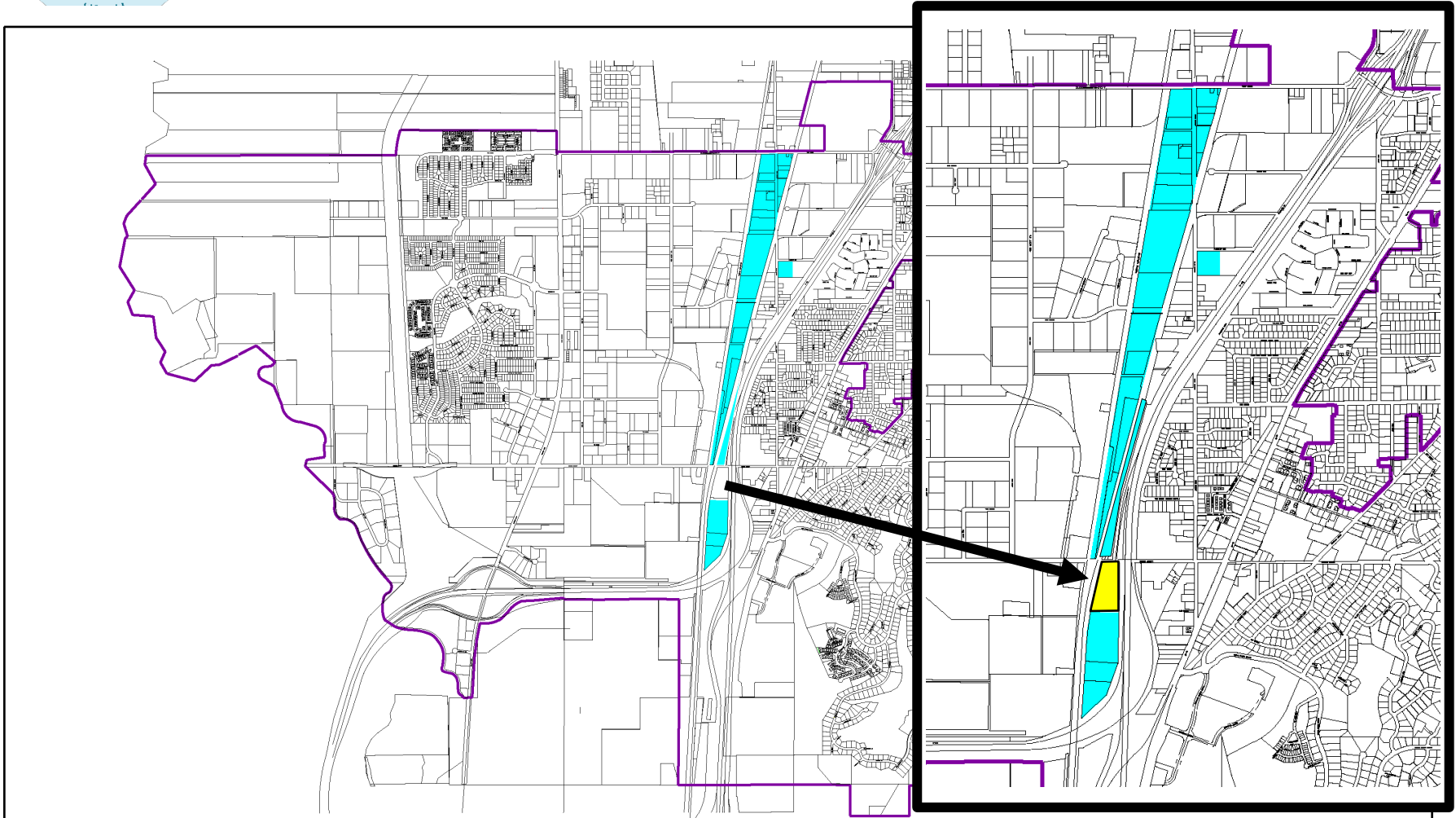




Self Storage and Storage Shed Overlay Zone Amendment

211 West Center Street

Self Storage and Storage Shed Overlay Map



REVISION	DATE	BY	DESCRIPTION	DESIGN
				PAD
				DRAWN
				PAD
				CHECKED
				PAD
				DATE
				JUL 2011
				BY
				NSL

NORTH SALT LAKE CITY
SELF STORAGE &
STORAGE SHED
OVERLAY MAP



CITY OF NORTH SALT LAKE
10 West Center Street
North Salt Lake, Utah 84054
(801) 335-8700

LEONARD K. ARLEY
Mayor
DAVEY EDWARDS
City Manager

SHEET
OF
PROJECT NO.



Self Storage and Storage Shed Overlay Zone Amendment

211 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

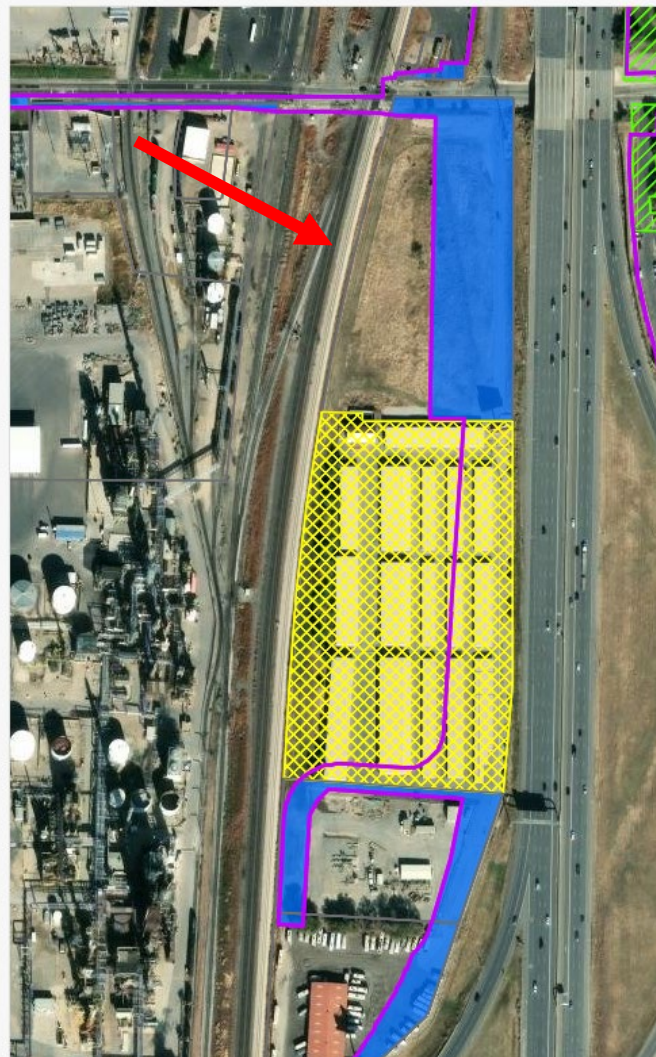
To select an alternative, please select
from the top right segment selector.

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. 2025-17

**AN ORDINANCE AMENDING THE CITY OF NORTH
SALT LAKE SELF STORAGE AND STORAGE SHED
OVERLAY ZONE MAP TO INCLUDE THE PROPERTY OF
211 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 211 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 Council of the City of North Salt Lake, 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 211 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 3. 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 21st day of October, 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. 2025-17 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: 01-421-0001 containing approximately 5.58 acres, less any area acquired by UDOT for the expansion of Interstate 15.

Legal Description:

ALL OF LOT 1, STORAGE CITY SUBDIVISION CONT. 5.58000 ACRES.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Jonathan Rueckert

DATE: October 21, 2025

SUBJECT: Bulk Deicing Material

RECOMMENDATION

Staff recommends awarding the bid to provide bulk delivery of deicing materials for use on city roadways to Broken Arrow.

BACKGROUND

Staff received bids from three suppliers for bulk deicing materials. The City typically uses between 1,500 and 2,000 tons of deicing salt each winter. Prices submitted will remain valid for the 2025-2026 winter season.

Supplier	Price per ton w/ delivery
Broken Arrow	\$23.00
Compass Minerals	\$32.50
Morton Salt	\$35.23

PROPOSED MOTION

I move that the City Council approve awarding a bid to Broken Arrow for the delivery of bulk deicing material for the 2025-2026 winter season at a price of \$23.00 per ton.



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sherrie Pace, Community Development Director

DATE: October 21, 2025

SUBJECT: Request for red curb on 1100 North at Clifton Place Townhomes

City staff received a request to review the on-street parking located on 1100 North adjacent to the Clifton Place Townhomes in July of this year. Two concerns had been raised. The first was that construction vehicles were parking on the shoulder near the travel lane (not near the curb) causing a traffic hazard for vehicles travelling west bound on 1100 North. The second was related to the landscaped center median and the trees not being trimmed to the required 14' over the travel lane. These two conditions were causing a preserved reduction in the width of the west bound travel lane. South Davis Fire had also reported a concern with the overhanging trees contacting their new fire engine and possibly damaging the truck and/or the trees.

Staff visited the site and evaluated the conditions at the time with the following observations.

1. The existing width between the median and the curb was 25.5 ft., the painted shoulder was 12.5 ft., the travel lane was 13 ft., and the trees extended into the road and decreased the functional travel lane width to approximately 9 ft.
2. Some construction vehicles were parking closer to the shoulder line than the curb.
3. Construction vehicles were parking at the curb located between Clifton and the fire station, where no shoulder was provided.

The safety committee first discussed this on July 29, 2025, and determined that the curb between the fire station and the west entrance to Clifton Place should be painted red and that the road should be re-striped with a smaller shoulder. Staff requested further evaluation of the Clifton site plan approval, determining who was responsible for tree maintenance in the median (City or HOA) and requesting the trees be pruned, and contacting the developer to instruct workers to park near the curb or interior to the project.

On August 5, 2025 the committee met and discussed the changes that had been made to the striping, which included reducing the shoulder width to 9 ft. and adding an interior lane

shoulder next to the median of 3.5 ft. This change provided a 13 foot travel lane. The committee noted that the HOA had been contacted with regard to maintenance of the trees and informed that the trees needed to be trimmed so that branches were a minimum of 14 ft. above the street as required by code. The HOA manager contacted a tree trimming service to prune the trees. Additionally, the committee determined that red curbing should be added from the Redwood Road intersection to the east Clifton entrance to ensure that drivers would have a clear view of west bound traffic coming through the intersection.

SDMF Chief Stewart reported via email that “the re-striping and centering of the travel lane was 100% better for the department.” He stated that he had spoken to his crew and that they had noticed the improvement and believed that keeping the trees trimmed, along with the re-striping had addressed their concerns. They also appreciated the addition of the red curbing at their driveway entrances. The committee agreed to monitor the parking situation and re-evaluate the conditions after several months.

In evaluating the reported concern, the safety committee considered the following in the determination to not paint additional red curb in the area:

1. Vehicle lane widths vary from 10 to 12 feet as the most common width for higher speed roads to accommodate large vehicles and maintain safety. Urban and lower speed roads are generally 10 feet wide to encourage slower speeds. The Federal Highway Administration (FHWA) provides design guidelines for lane widths in FHWA-SA-14-028. Those design recommendations for 1100 North are 10-12 feet travel lanes with an 8 foot shoulder for parallel parking. This was the basis for the original design and construction approval for the Foxboro development. The maximum standard for a street with parking would be a 12 foot lane and 8 foot shoulder (20 feet total). With the 25.5 foot cross section, the road exceeds the requirement to allow on-street parking.
2. The Safety Committee’s role is to evaluate safety and not to address aesthetic issues related to on-street parking, which are subjective by nature.
3. The street was designed to allow on-street parking and the townhomes were designed and approved to front 1100 North with pedestrian access from the street to the front doors of the units.

SAFETY COMMITTEE DETERMINATION

The Safety Committee determined that changes to the striping and the tree maintenance had addressed the safety concerns that had been raised and that no additional action was warranted to restrict parking, as the street exceeds the minimum required width for on-street parking.

Attachments:

Aerial Images (April 2025)

Aerial Images (September 2025)

On Street Photos

1100 North Aerial-April 2025



Nearmap

Imagery © 2025 Nearmap, HERE 20 ft



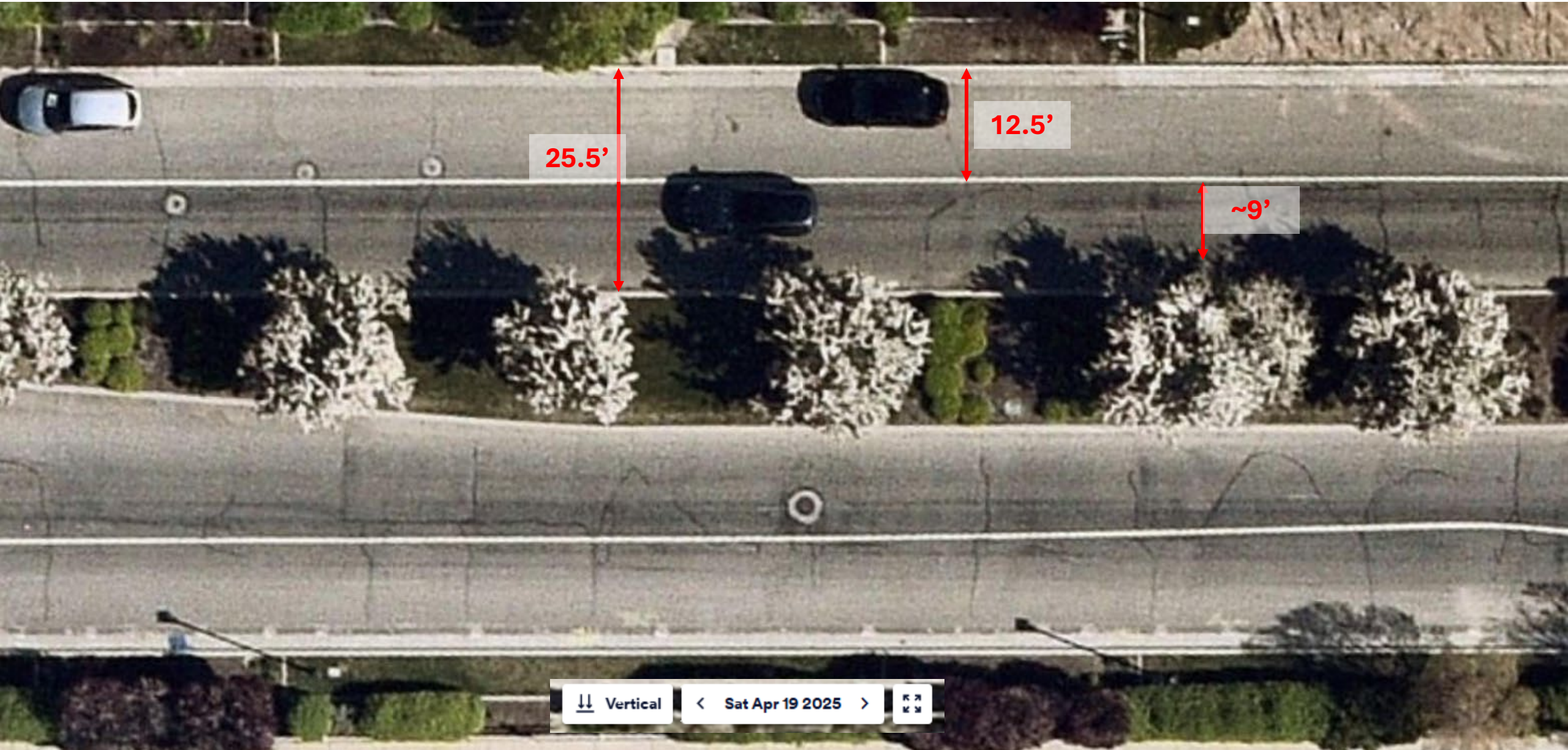
Vertical



Sat Apr 19 2025



1100 North Aerial- April 2025-Lane Widths

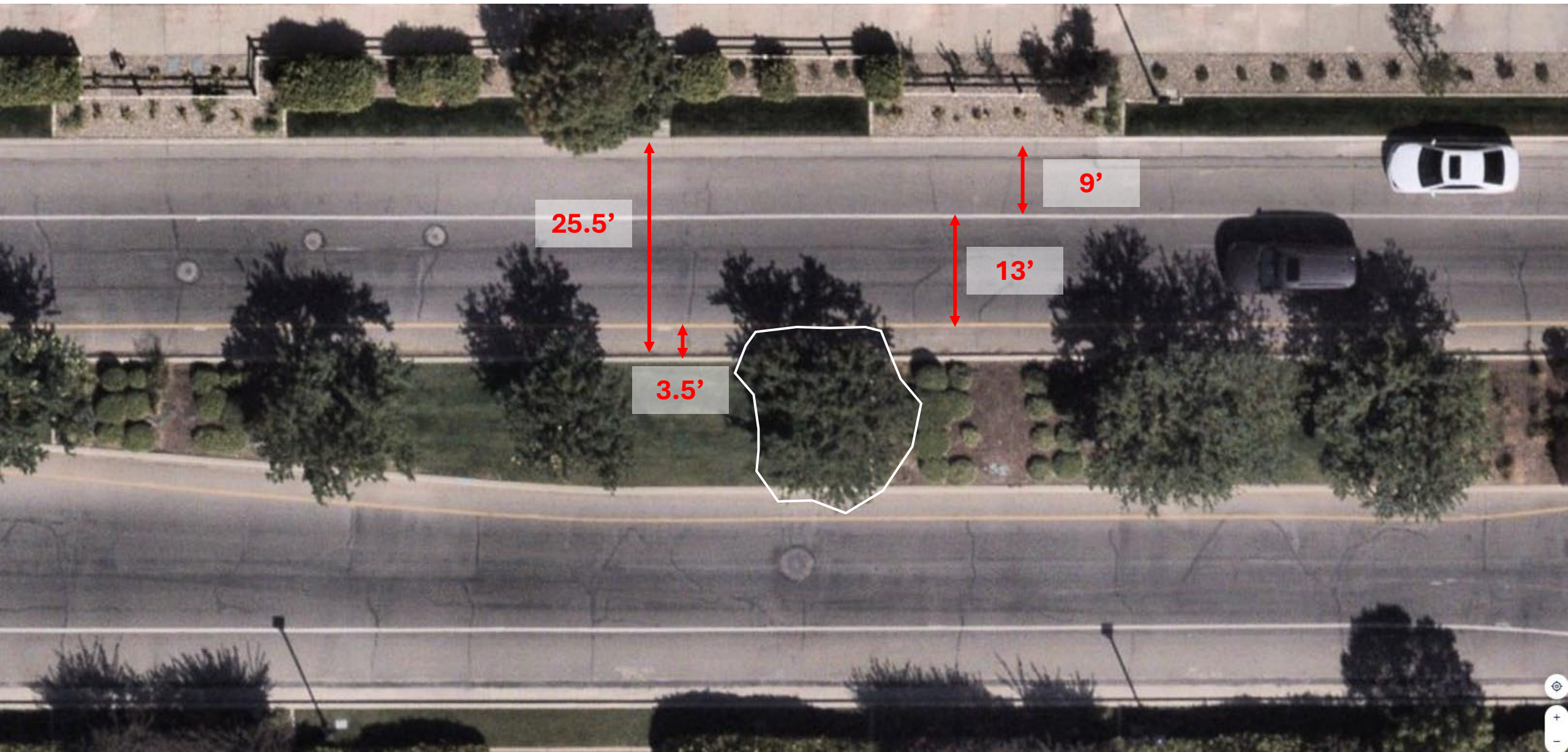


25.5'

12.5'

~9'

1100 North Aerial-September 2025-Re-striped Lane Widths



1100 North Street View-August 2025



1100 North Street View-August 2025



1100 North Aerial-September 2025-New Red Curbing





MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: October 21, 2025

SUBJECT: Consideration of Resolution 2025-53R: A resolution approving the Master Agreement with the Utah Department of Transportation (UDOT)

RECOMMENDATION

I recommend approval of Resolution 2025-53R: A resolution approving the Master Agreement with the Utah Department of Transportation (UDOT).

BACKGROUND

As the UDOT prepares to construct the new improvements on I-15, they anticipate impacts on the communities which are adjacent to the project. Those impacts include adjustments to storm drain lines and facilities, water lines, local and regional roadways, existing interchanges and many other unknown impacts. This is typical of such a large project and the attached proposed agreement sets forth the terms and provisions to manage and address those impacts.

This agreement sets out the processes for plan preparation and review, various approvals processes, adherence to City ordinances in certain situations, compliance with UDOT regulations, ways to request exceptions to or project additions, and methods for obtaining reimbursement of costs incurred by a local government agency related to the project. The proposed agreement is required of all local government agencies affected by the project.

This agreement also has an addendum form that we may use to make additions or special requests of UDOT during the course of the project. It is included for your information only and will only be used if we are asking UDOT for additions or project enhancements.

PROPOSED MOTION

I move that the City Council approve Resolution 2025-53R: A resolution approving the Master Agreement with the Utah Department of Transportation (UDOT).

Attachments:

- 1) Resolution 2025-53R
- 2) Proposed Master Agreement w/addendum form

RESOLUTION NO. 2025-53R

**A RESOLUTION APPROVING THE CITY OF NORTH SALT LAKE
MASTER AGREEMENT WITH THE UTAH DEPARTMENT OF
TRANSPORTATION RELATED TO THE I-15 PROJECT**

WHEREAS, the Utah Department of Transportation (UDOT) intends to widen I-15 between Salt Lake City and Farmington City beginning in 2027; and

WHEREAS, there are numerous local government agencies, including the City, whose public infrastructure is affected by the proposed project and for which the proposed agreement will be required; and

WHEREAS, the proposed agreement is required and necessary to establish terms, provisions, procedures and methods for ensuring that all public infrastructure, regardless of ownership or purpose, survives the physical construction of the I-15 widening; and

WHEREAS, the City Council finds that it is necessary to the citizens' collective health, safety and welfare to enter into this agreement.

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

Section 1. AGREEMENT APPROVED. The Master Agreement attached to this resolution shown as Exhibit A is hereby approved.

Section 2. EFFECTIVE DATE. This resolution shall take effect immediately upon passing.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 21st day of October, 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 MASTER AGREEMENT UT29

THIS MASTER AGREEMENT is made by and between the **Utah Department of Transportation**, (“UDOT”), and **City of North Salt Lake**, a political subdivision of the State of Utah, (“City”). Each as party, (“Party”), and together as parties, (“Parties”).

RECITALS

WHEREAS, UDOT is preparing to request proposals for and award a design-build contract for the highway project identified as Project Number S-R199(343), I-15 Reconstruction; Farmington to Salt Lake City in Davis and Salt Lake Counties, Utah, (“Project”); and

WHEREAS, the design-build contractor will complete the design and administer construction of the Project (“Design-Builder”); and

WHEREAS, UDOT has identified City facilities (“Facility or Facilities”) within the limits of the Project which may necessitate the relocation, protection, or adjustment of the Facilities, (“Third-Party Work”); and

WHEREAS, the City desires for UDOT to design and perform the Third-Party Work on the Facilities necessitated by the Project; and

WHEREAS, the City will perform the necessary design review and inspection to accommodate the Project; and

WHEREAS, for the purpose of expediting any required Third-Party Work and reimbursement, the Parties are entering into this Master Agreement with the understanding that future Supplemental Agreements to this Agreement will be entered into covering the specific Third-Party Work to be accomplished by UDOT for each specific impact location.

THIS AGREEMENT is made to set out the terms and conditions for the Third-Party Work that shall be performed.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and for the terms set forth below, the Parties agree as follows:

1. PROJECT RESPONSIBLE FOR COST

UDOT is responsible for 100% of the cost of the Third-Party Work if consistent with Utah Code § 72-6-116(3)(a) and Utah Administrative Code R930-8.

2. CONTACT INFORMATION

UDOT's Project Representative is John Bangle, Utility and Railroad Leader, telephone number (801) 867-6764, and e-mail jbangle@utah.gov, or their designated representative, as assigned.

UDOT's Resident Engineer is Trent Beck, telephone number (435) 327-1185, and e-mail tbeck@utah.gov, or their designated representative, as assigned.

UDOT's Field Representative is Brad Williams, telephone number (801) 232-6314, and e-mail brad.williams@hdrinc.com, or their designated representative, as assigned.

City's contact person is Karyn Baxter, telephone number (801) 335-8722, and e-mail karynb@nslcity.org.

After awarding the Project, UDOT will provide the City with the Design-Builder contact information, ("Design-Builder Project Representative").

3. AUTHORIZATION FOR DESIGN WORK

In order to facilitate coordination and obtain technical information about the Facilities and City requirements for inclusion in this Agreement and the Project Request for Proposals, UDOT gave the City authorization for preliminary design engineering on March 31, 2025.

4. SUBSURFACE UTILITY ENGINEERING

UDOT has performed Subsurface Utility Engineering (SUE) within the limits of the Project. Additional SUE work to determine the precise location of underground facilities at specific, critical locations on the Project will be reviewed with the City.

5. PROJECT COORDINATION

During the development of the Project design, the City and UDOT, along with its Design-Builder, shall consult as necessary in an effort to determine if conflicts with the Facilities can be avoided.

If Third-Party Work is required by the Project, UDOT will be responsible to identify the conflicts and to design and construct the Third-Party Work. The City will perform the necessary design reviews prior to the start of Third-Party Work. UDOT's Resident Engineer will be responsible for coordinating with other third-parties as it relates to Facilities.

6. CITY REQUIREMENTS

UDOT will comply with the following City requirements:

- a. 2 weeks to provide comments on over the shoulder design/concept reviews
- b. 2 weeks to provide comments on 60%, 90%, and 100% design milestone reviews
 - i. 2 weeks to review updated design plans and close comments
- c. 2 weeks to review and provide comments on agreements
- d. 1 month for agreement approval and signature
 - i. City Council meetings are typically held on the first and third Tuesdays of each month
 - ii. Items for inclusion on the City Council agenda must be provided to the City at least 10 calendar days prior to the meeting
- e. A minimum of 48-hour notification is required for impacts to City infrastructure; road closures and detours must be approved, in writing, by City at least 2 business days in advance
- f. UDOT will supply as-constructed plans, in PDF, GIS shapefile, and CAD format, upon completion of any required Third-Party Work.

7. UDOT TO DESIGN AND CONSTRUCT THIRD-PARTY WORK

UDOT will schedule and meet with the City to review the design and scheduling of the Third-Party Work to ensure maximum lead time for advance order of materials and workforce scheduling.

- a. UDOT will design the Third-Party Work in accordance with City's standards regularly followed by the City in its own work and not considered a betterment. In the event of a conflict between UDOT and City standards, the higher standard will be applied. The City standards in effect at the time of the signing of this Agreement shall be the standards required for this Project.
 - i. Follow City standards: <https://www.nslcity.org/182/Construction-Standards-Specifications>
- b. UDOT will secure permits required for Third-Party Work.
- c. UDOT will notify the City at least **2 business days** in advance of beginning any Third-Party Work covered by any Supplemental Agreements, to allow the City time to schedule an inspector to be present during the Third-Party Work. Subsequent notification of when and where Third-Party Work will be performed will be given on a day-to-day basis.

8. **RIGHT-OF-WAY**

The City shall submit to UDOT all conveyances, vesting documents, or other evidence of title to real property related to the potential relocation of Facilities as early as possible.

Any easements or replacement right-of-way required in conjunction with the Third-Party Work will be acquired by UDOT in accordance with the requirements of Utah Administrative Code R930-8.

9. **BETTERMENT WORK**

If the City desires to include betterment work in the Project at any specific location, UDOT may agree to the betterment work provided the difference in costs between the functionally equivalent required Third-Party Work and the City's desired betterment work shall be at the sole cost of the City, and the betterment work can reasonably be accommodated without delaying the Project. UDOT has the sole discretion to determine whether the betterment work will be included in the Project. Betterment work, including details and costs for accommodating the betterment work, will be addressed by a separate local government betterment agreement between UDOT and the City.

Once a Design-Builder has been selected by UDOT, any betterment work not previously requested will be negotiated directly with the Design-Builder and UDOT.

10. **SUPPLEMENTAL AGREEMENTS**

UDOT and the City shall enter into Supplemental Agreements to cover Third-Party Work at specific Project locations. UDOT will provide design plans and Third-Party Work schedules for review and approval by the City prior to start of the Third-Party Work. A copy of the format of the proposed Supplemental Agreement is marked Exhibit "A" that is incorporated by reference.

The City will review and provide comments within 2 weeks of receiving the agreement. Third-Party will process for signature, approved final Supplemental Agreement **within 4 weeks**.

In the event there are changes in the scope of the Third-Party Work, extra Third-Party Work, or changes in the planned Third-Party Work covered by a Supplemental Agreement, a modification to the Supplemental Agreement approved in writing by the Parties is required prior to the start of Third-Party Work on the changes or additions.

11. CITY TO NOTIFY UDOT

The City's personnel shall notify UDOT's Field Representative upon arriving and leaving the Project site for verification of inspecting Third-Party Work. The City's personnel will comply with all applicable OSHA and Project safety requirements while within the Project limits.

12. INSPECTION

The City shall provide on-call engineering support by the City engineer or appropriate representative for design review, schedule coordination, or to correct or clarify issues during Third-Party Work, and to perform the necessary inspection on the Facilities installed by UDOT.

- a. The City engineer and/or inspector shall work with and through UDOT's Project and Field Representative and shall give no orders directly to UDOT's Design-Builder unless authorized in writing to do so. UDOT will accomplish the Third-Party Work on Facilities in accordance with the plans and specifications provided and/or approved by the City, including changes or additions to the plans and specifications, which are approved by the Parties hereto.
- b. The City shall immediately notify UDOT's Project and Field Representative of any deficiencies in the Third-Party Work on the Facilities. The City shall follow up with written detail to UDOT's Project and Field Representative of its findings within 24-hours of making its initial notification.
- c. UDOT will respond to City concerns within 24-hours of written notification.
- d. The City, through its inspection of the Third-Party Work, will provide UDOT's Project and Field Representative with information covering any problems or concerns the City may have with acceptance of the facilities upon completion of the Third-Party Work.
- e. Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the Third-Party Work does not relieve the City of its duty in the performance of the Third-Party Work or to ensure compliance with acceptable standards.

13. **DAILY RECORDKEEPING**

UDOT and the City will each keep daily records of onsite activities. The City's daily records will be completed on a form that has been preapproved by UDOT's Contracts, Compliance and Certification Manager. The daily records shall be signed by UDOT's Field Representative or their authorized representatives and by the City or its authorized representatives. Copies of the daily records shall be retained by the Parties to this Agreement.

14. **REIMBURSEMENT**

UDOT will not reimburse the City for costs incurred by City personnel for design review, observation, inspection, and operation of valves performed as part of their regularly assigned duties. Should it become necessary for the City to procure outside professional services to perform design review, observation, or inspection to accommodate the Third-Party Work and Project schedule, the City shall notify UDOT. Upon concurrence by UDOT, a Supplemental Agreement for the cost of the services will be executed at which time the City may procure outside services through appropriate procurement. The City shall determine any need for outside professional services prior to providing estimates and include these costs in the estimates. UDOT will not reimburse for any testing, as UDOT will perform the required testing.

15. **SUBMITTAL OF ITEMIZED BILLS**

The City shall submit itemized bills covering the actual costs incurred for outside services to perform design review, oversight, and inspection work covered by Supplemental Agreements to:

UDOT Contracts and Compliance Specialist
constructionpayments@utah.gov
or hard copy mailed to
4501 South 2700 West
Construction Office, Box 148220
Salt Lake City, Utah 84114-8220

Itemized bills shall bear the Project number, Supplemental Agreement number, supporting sheets, and a complete billing statement of all actual costs incurred, following the order of the items in the detailed estimates contained in the Supplemental Agreement and be submitted to UDOT within **6 months** following completion of outside services by the City on the Project. Otherwise, previous payments to the City may be considered final, except as agreed to between the Parties in advance.

UDOT will reimburse the City within **60 days** after receipt of the billings, but only for items complying fully with the provisions of Utah Administrative Code R930-8. Failure on the part of the City to submit final billings within **6 months** of the completion of outside services will result in UDOT's disallowance of that portion of outside services performed by the City.

16. SALVAGED MATERIALS

All materials from existing Facilities which are recovered by UDOT while performing the Third-Party Work and not reused on this Project shall become the property of the Design-Builder unless otherwise agreed to in advance by the Parties hereto.

17. RIGHT TO AUDIT

UDOT and the Federal Highway Administration shall have the right to audit all cost records and accounts of the City pertaining to this Project in accordance with the auditing procedure of the Federal Highway Administration and 23 C.F.R. § 645, subpart A. Should this audit disclose that the City has been underpaid, the City will be reimbursed by UDOT within **60 days** upon submission of additional billing to cover the underpayment. Should this audit disclose that the City has been overpaid, the City will reimburse UDOT within **60 days** of notification of audit findings in the amount of the overpayment. For purpose of audit the City is required to keep and maintain its records of outsides services covered herein for a minimum of 3 years after final payment is received by the City from UDOT.

18. ACCEPTANCE AND MAINTENANCE

UDOT will provide notification to the City for acceptance of the Third-Party Work upon completion of the final inspection. City will have **60 days** to respond in writing to UDOT with any additional comments in regards to the Third-Party Work. After 60 days the City accepts the Third-Party Work. Upon completion of the Third-Party Work of Facilities by UDOT, the City will accept, own, and maintain Facilities. The City shall be the sole owner of the Facilities upon completion of the Project unless otherwise agreed to by the Parties. To the extent it may lawfully do so, City further agrees to relieve UDOT from any responsibility or liability that may result from its new Facilities or the operation thereof.

19. ACCESS FOR MAINTENANCE

Access for maintenance and servicing of Facilities located on the right-of-way of the Project will be allowed only by permit issued by UDOT. The City will obtain the permit and abide by conditions thereof for policing and other controls in conformance with Utah Administrative Code R930-7. If access during the Project is needed, the City shall coordinate access with the UDOT Resident Engineer.

20. INDEMNIFICATION

UDOT and the City are both governmental entities subject to the Governmental Immunity Act. Each Party agrees to indemnify, defend, and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of its negligent acts, errors or omissions of its officers, agents, or employees in the performance of this Agreement, and from and against all claims, suits, and costs, including attorneys' fees for injury or damage of any kind.

Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

21. MISCELLANEOUS

- a. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of this Agreement at the request of the other Party.
- b. This Agreement in no way creates any type of agency relationship, joint venture, or partnership between UDOT and City.
- c. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this Agreement, or by law, will not release either Party from any obligations arising under this Agreement.
- d. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- e. If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- f. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- g. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- h. The date of this Agreement is the date this Agreement is signed by the last Party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

City of North Salt Lake

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Comptroller Office

Title: Contract Administrator

Date: _____

EXHIBIT A

CITY OF NORTH SALT LAKE SUPPLEMENTAL AGREEMENT NO. UT29-XX

Supplement to UDOT Finance No. _____

THIS SUPPLEMENTAL AGREEMENT is made by and between the **Utah Department of Transportation**, ("UDOT"), and **City of North Salt Lake**, a political subdivision of the State of Utah, ("City"). Each as party, ("Party") and together as parties, ("Parties").

The Parties hereto entered into a Master Agreement (MA) dated _____, UDOT Finance No. _____. All the terms of the MA remain in full force and effect unless otherwise specified herein.

The Parties agree as follows:

1. UDOT will perform the following described Third-Party Work in accordance with the terms and conditions of the MA:
 - a. Plan sheets depicting the Third-Party Work are shown in Exhibit "A" that is incorporated by reference and are described as:
 - b. The City special provisions described in Paragraph 6 of the MA – City Requirements, are modified as follows:
 - c. Third-Party Work will be completed between x and x. A schedule for the Third-Party Work is shown in Exhibit "B" that is incorporated by reference.
 - d. As-builts to be provided in accordance with the MA.
 - e. Total estimated cost of Third-Party Work is shown in Exhibit "C" that is incorporated by reference.

TOTAL ESTIMATED COST OF SUPPLEMENTAL AGREEMENT UT29-XX	\$0.00
---	---------------

TOTAL ESTIMATED COST OF CITY BETTERMENT WORK	\$0.00
--	--------

TOTAL ESTIMATED AMOUNT OF CITY PARTICIPATION @ 100%	\$0.00
---	--------

TOTAL ESTIMATED AMOUNT OF UDOT PARTICIPATION @ 0%	\$0.00
---	--------

2. UDOT will notify the City's contact person, Karyn Baxter, telephone number (801) 335-8722, and e-mail karynb@nslcity.org at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein.
3. City will notify UDOT's Field Representative, XXX XXX, telephone number (XXX) XXX-XXX, and e-mail XXX@utah.gov, or their designated representative, as assigned at least **2 business days** in advance of beginning and completing its portion of the Third-Party Work covered herein. The Design-Builder Project Representative is Name, telephone number (xxx) xxx-xxxx, and e-mail xxx@xx.com.

4. The date of this Agreement is the date this Agreement is signed by the last Party.

SAMPLE

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers.

ATTEST:

City of North Salt Lake

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)
.....

Recommended For Approval:

Utah Department of Transportation

Title: Utility and Railroad Leader

Title: Project Director

Date: _____

Date: _____

Comptroller's Office

Title: Contract Administrator

Date: _____



MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: October 21, 2025

SUBJECT: Consideration of Resolution 2025-54R: A resolution approving the Master Landscape Agreement with the Utah Department of Transportation (UDOT)

RECOMMENDATION

I recommend approval of Resolution 2025-54R: A resolution approving the Master Landscape Agreement with the Utah Department of Transportation (UDOT).

BACKGROUND

This proposed agreement deals with the general maintenance obligations that the City and UDOT agree to with respect to project landscaping within UDOT rights-of-way and other properties owned by UDOT. This agreement does not show what the landscaping improvements will be; rather it establishes that the City will be responsible to maintain whatever landscaping is installed in the project. You will note that UDOT reserves the right to enter onto their property without the need to replace landscaped areas. There is also a dispute resolution process described in the agreement.

The specific landscaping that is ultimately installed within the project will be covered in an addendum to the agreement (that form is also attached). This agreement will be identical for all local governments where landscaping will exist within their corporate boundaries. The City has two principal interchange areas affected by this agreement: 1100 North & the new interchange south of the City entrance and at the convergence of I-15 and I-215.

PROPOSED MOTION

I move that the City Council approve Resolution 2025-54R: A resolution approving the Master Landscape Agreement with the Utah Department of Transportation (UDOT).

Attachments:

- 1) Letter from Rod Hess, UDOT
- 2) Resolution 2025-54R
- 3) Proposed Master Landscape Agreement w/addendum form



State of Utah
Department of Transportation

UDOT Master Landscape Maintenance Agreement (MLMA) REFERENCE INFORMATION

Purpose of UDOT MLMA

UDOT has issued a new Master Landscape Maintenance Agreement (MLMA). The MLMA, similar to the SULA, needs to be signed by local governments (counties, cities, towns, and districts) so they or their permittees can own vegetation in a UDOT right-of-way.

UDOT authorizes local governments to own vegetation in a UDOT right-of-way in a betterment agreement or other agreement or permit. UDOT also authorizes local governments to issue local permits that allow third parties to own vegetation in an UDOT right-of-way.

Beginning in 2023, local governments will need to sign the MLMA the first time that they make a new request for authorization to own vegetation in a UDOT right-of-way, whether for themselves or their permittees. The MLMA only needs to be signed once. It then covers all vegetation sites that the local government or its permittees own in a UDOT right-of-way within that jurisdiction (except as stated in the MLMA).

This agreement is a simple approach that creates uniform expectations about maintenance and care for the vegetation. It also includes remedies that UDOT and the local government can use if sites are not receiving care. If local governments have already signed a past MLMA form, they will still need to sign the new form the next time they make a request.

UDOT created its new MLMA form after consulting with attorneys for two local governments, the Attorney General's Office, and UDOT staff in different disciplines. The form is administered through Rod Hess, UDOT Landscape Architect. UDOT does not anticipate changes, but if you have questions about this form, you can contact the following:

Rod Hess
UDOT Senior Landscape Architect
Cell: (801) 830-9589
rhess@utah.gov

For legal questions:

Jodi Howick.
Assistant Attorney General
Counsel to the Utah Department of Transportation
Office: (801) 965-4168 Cell: (801) 819-9673
jhowick@agutah.gov

RESOLUTION NO. 2025-54R

**A RESOLUTION APPROVING THE MASTER LANDSCAPING
MAINTENANCE AGREEMENT WITH THE UTAH DEPARTMENT OF
TRANSPORTATION RELATED TO THE I-15 PROJECT**

WHEREAS, the Utah Department of Transportation (UDOT) intends to widen I-15 between Salt Lake City and Farmington City beginning in 2027; and

WHEREAS, the project includes the reconstruction of freeway interchanges, off and on ramps and other portions of UDOT right-of-way that currently contains landscaping; and

WHEREAS, the City has two interchange locations affected by the project at 1100 North and at the south end of the City at the convergence of I-15 and I-215 and for which the City will be responsible to maintain surface landscaping improvements; and

WHEREAS, the proposed agreement approves the terms, processes, rights and duties of the parties related to landscaping improvements; and

WHEREAS, the City Council finds that it is necessary to the citizens' collective health, safety and welfare to enter into this agreement.

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

Section 1. AGREEMENT APPROVED. The Master Landscape Maintenance Agreement attached to this resolution shown as Exhibit A is hereby approved.

Section 2. EFFECTIVE DATE. This resolution shall take effect immediately upon passing.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 21st day of October, 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	_____



MASTER LANDSCAPE MAINTENANCE AGREEMENT

THIS MASTER LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") is made and entered to be effective as of _____ (the "**Effective Date**"), by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("**UDOT**") and **CITY OF NORTH SALT LAKE**, a political subdivision of the State of Utah (the "**Local Government**").

RECITALS

- A. When UDOT places landscaping vegetation for its own work, UDOT's baseline involves placing seed with natural, self-sustaining grass and shrub species that do not require any irrigation. UDOT applies this baseline under UDOT manuals and specifications.
- B. Local jurisdictions are responsible for vegetation in the UDOT right-of-way when required by Utah Administrative Code R918-6-4 ("**Section R918-6-4**") or other applicable law, or when a local jurisdiction has assumed landscape responsibilities under a UDOT contract or permit, or when a local jurisdiction has granted a permission or issued a permit to a third party that allows an installation by the third party (which requires compliance with Utah Code §§ 72-3-109 and 72-7-102), (collectively a "**Landscape Improvement**"). These laws, contracts, and permits may impose requirements for more than just vegetation in the UDOT right-of-way, but for purposes of this Agreement, a Landscape Improvement refers only to areas of vegetation.
- C. UDOT first must authorize the installation of a Landscape Improvement. UDOT does this through a UDOT agreement (such as a Betterment Agreement or Cooperative Agreement), or pursuant to a UDOT permit, or by giving an approval so a local jurisdiction can grant permission to, or issue a permit to, a third party.
- D. When UDOT authorizes the installation of a Landscape Improvement, UDOT also requires a local jurisdiction to enter this Agreement. This is a master agreement that applies to all Landscape Improvement sites that involve vegetation within the local jurisdiction (except as stated herein). The purpose of this Agreement is to implement uniform requirements that: (i) address long-term maintenance responsibilities and requirements for Landscape Improvements that involve vegetation; and (ii) provide for their ongoing care and upkeep.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the parties agree as follows:

1. Agreement Applicability. This Agreement applies to each Landscape Improvement (as defined in Recital B) within the Local Government's jurisdiction once each installation is complete, and it takes priority over any conflicting terms in other agreements or permits, except as follows:

- a. UDOT-Owned Improvements. UDOT-owned landscaping is not subject to this Agreement.
 - b. Conflicting Prior Authorizations. If a Landscape Improvement existed in the Local Government's jurisdiction before the Effective Date of this Agreement, and its long-term care is subject to terms stated in a different UDOT agreement, permit or other authorization, then the different UDOT agreement, permit or other authorization governs that site.
2. Landscape Improvement Requirements. The Local Government shall comply with the following requirements and shall also require the Local Government's permittees to comply with the following requirements. Compliance is a condition of UDOT's consent to a Landscape Improvement.
- a. Effect of Consent. The owner of a Landscape Improvement, which may be either the Local Government or a Local Government permittee (an "**Improvement Owner**"), only owns the Landscape Improvement. UDOT's consent only authorizes the Improvement Owner to make a non-exclusive use of the surface of a UDOT right-of-way in the manner stated in the document that authorized installation for the Landscape Improvement. UDOT's property ownership interests are not affected in any manner by a Landscape Improvement.
 - b. Standard of Care. The Local Government or other Improvement Owner must provide all reasonable and routine care that may be required to maintain the Landscape Improvement, for the duration of its installation, substantially in the condition that UDOT consented to. The reasonable and routine care that is necessary to meet this standard requires complying with all of the requirements stated in Section R918-6-4. That may include, but is not limited to, actions such as the following: maintaining irrigation systems, inspecting, removing trash and dead plant materials, replenishing approved installations, controlling weeds and pests, repairing damage, remedying hazardous conditions, complying with applicable local codes, and other measures.
 - c. Safety. Landscape Improvements must be maintained in a manner that is consistent with the safe and efficient use of the UDOT roadway. Among other things, the Local Government or other Improvement Owner must prevent elements from blocking signs or intruding onto paved surfaces within the UDOT right-of-way. Any intrusions, impairments, or other safety and efficiency concerns must be promptly remedied.
 - d. Protection of UDOT Property. The Local Government or other Improvement Owner shall use reasonable care to protect UDOT's property from damage. Among other things, maintenance work shall not damage UDOT's paved surfaces, signs, or other roadway appurtenances, and no substances that are regulated as hazardous (as such term is defined by applicable law) shall be placed on UDOT's property. The Local Government or other Improvement Owner shall also use reasonable care to protect improvements owned by others that are present at the site of the Landscape Improvement.
 - e. Roadway Access. If any maintenance work requires traffic control or lane closures, that access requires obtaining an encroachment permit from UDOT. All persons who work in a UDOT right-of-way must wear approved DOT Personal Protective Equipment and Safety Clothing (see UDOT Policy 06E-02, or its successor, on UDOT's website). Volunteers working in a UDOT right-of-way must be at least 16 years old, and if they are between the ages of 16 and 18, they must have adult supervision at all times. Contact a UDOT permit official to ensure compliance with safety requirements.

- f. Substantial Changes. UDOT must issue a new, written authorization before a Local Government or other Improvement Owner can make substantial changes to what UDOT approved for a Landscape Improvement. If so authorized, once the changes have been installed, this Agreement continues to apply.
 - g. Responsibility and Enforcement. If the Local Government issues a permit that allows a permittee to install a Landscape Improvement, the Local Government (under Sections 72-3-109, 72-7-102, and R918-6-4) and the permittee (under the permit) are both responsible for that Landscape Improvement under applicable law and this Agreement. If the Local Government makes the permittee primarily responsible for the Landscape Improvement, the Local Government will take reasonable enforcement actions to require Local Government permittees to comply with the requirements of this Agreement. Reasonable actions include, but are not limited to, the following: the Local Government will make the requirements of this Agreement applicable to its permittees (as stated below); and reasonable enforcement actions may include, but are not required to include, taking legal action against a permittee.
- 3. Remedies. If a Landscape Improvement is not maintained as required by Section 2, UDOT and the Local Government shall have remedies as follows:
 - a. UDOT Remedies. UDOT has all remedies available by law, and the following remedies are not exclusive:
 - i. UDOT shall not bear any cost for, or have any obligation to maintain, a Landscape Improvement that the Local Government is responsible for (whether it responsible by law or pursuant to a UDOT agreement, permit or other approval). The parties acknowledge that this Agreement does not change applicable law, which includes, but is not limited to, Utah Code §§ 72-3-109 and 72-7-102, and Section R918-6-4.
 - ii. UDOT is the owner of the right-of-way, and UDOT can enter a Landscape Improvement at any time for any reason.
 - iii. UDOT has the right, but not the obligation, to remedy any violation of this Agreement at the expense of the Local Government or other Improvement Owner after providing reasonable notice to them. If they fail to remedy the violation as provided in the notice, UDOT may, but is not obligated to, take remedial action at the expense of the Local Government and other Improvement Owner. Any action or inaction by UDOT in connection with a Landscape Improvement does not constitute an assumption of any responsibility or liability by UDOT, and it does not constitute a waiver of any requirement of this Agreement.
 - iv. If UDOT has sent two written notices to an Improvement Owner (whether the Improvement Owner is the Local Government or its permittee) concerning a violation of this Agreement, and if thereafter the violation is remedied and UDOT agrees to allow the Landscape Improvement to remain on UDOT property, UDOT also may require the Improvement Owner to file a bond with UDOT in an amount not to exceed \$10,000 to protect UDOT against the cost of future violations. The Improvement Owner shall maintain the bond for a 24-month period at a minimum. If the Improvement Owner is a permittee of the Local Government, UDOT agrees that the Local Government can also take this action in addition to UDOT.

- v. An Improvement Owner may remedy a violation of this Agreement through work provided by a third party, such as a contractor with warranty obligations. But the Local Government and its permittees remain responsible for all costs and obligations that relate to a Landscape Improvement for which they have responsibilities under statutes, regulations, or permits.
 - vi. Landscape uses of UDOT's right-of-way are subordinate to UDOT's transportation purposes. An Improvement Owner places plants and improvements in UDOT's right-of-way at its own risk. If UDOT takes any action in connection with its right-of-way, UDOT may remove a Landscape Improvement without compensating an Improvement Owner. UDOT also may, but is not obligated to, provide replacement landscaping as UDOT may determine.
 - v. UDOT hereby advises the Local Government that UDOT considers compliance with this Agreement and with Section R918-6-4 and other applicable law when determining whether UDOT will consent to the Local Government's Landscape Improvements, or whether UDOT will consent to a Local Government permit pursuant to Utah Code §§ 72-3-109 and 72-7-102.
- b. Cooperation. The Local Government and UDOT agree to the following:
 - i. The parties agree to cooperate and work together in good faith.
 - ii. If any object is installed in a UDOT right-of-way without authorization by UDOT or by the Local Government, the object is in UDOT's right-of-way unlawfully. UDOT and the Local Government each may remove such installation under their legal authority. UDOT and the Local Government each may also require the object's owner to obtain proper authorizations for such improvement at such owner's expense.
 - iii. If the parties dispute what constitutes a violation of this Agreement, or whether a specific Landscape Improvement was properly authorized, or whether any maintenance is subject to Section R918-6-4 or other applicable requirements, or other matters, the parties agree to do the following before pursuing any other remedy that they may have:
 - 1. UDOT and the Local Government agree that they will first send a decision maker from each party to a dispute resolution meeting to discuss the disagreement in good faith, present information in support of each party's position, and attempt to reach a resolution.
 - 2. If the dispute resolution meeting does not fully resolve the matter, the Local Government agrees to submit full information concerning its dispute to a UDOT Region Director to obtain a decision by UDOT.
 - iv. For Local Government permits issued after the Effective Date of this Agreement, the Local Government agrees to require its Landscape Improvement permittees to: (1) comply with the terms of, and assume the Local Government's obligations under, this Agreement as if it had been entered between UDOT and the permittee in connection with the permittee's Landscape Improvement; and (2) agree that both UDOT and the Local Government may enforce the terms of this Agreement directly against the permittee.

Among other things, UDOT and the Local Government shall each have the right, but not the obligation, to enforce the indemnity and other obligations contained in Section 5 of this Agreement directly against a permittee.

- v. If utility owners or others with a right to be present in the UDOT right-of-way pursue work within a Landscape Improvement, the Improvement Owner is solely responsible to coordinate work to address any impacts to the Landscape Improvement.
 - c. Site Addendum. If ongoing maintenance needs for a specific Landscape Improvement site require terms in addition to those contained in this Agreement, the parties may address them in a Site Addendum to this Agreement that is substantially in the form attached at Exhibit A and incorporated herein.
- 4. Term. This Agreement shall remain in effect while any Landscape Improvement that is subject to this Agreement remains within the Local Government's jurisdiction. From time to time, UDOT may update this Agreement consistent with then-applicable requirements.
- 5. Indemnity and Insurance. The following shall apply:
 - a. Indemnity. The Local Government agrees to indemnify, defend, and save harmless UDOT and its commissioners and employees from and against all losses of every kind (including but not limited to any claims, suits, costs, environmental contamination damages and penalties, and loss from personal injuries and property damage) that arise from or relate to (i) the Local Government's use of UDOT property in connection with this Agreement; or (ii) any wrongful or negligent act or omission of the Local Government or its employees, agents, contractors or consultants in connection with entering or performing this Agreement. The Local Government is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act provided said Act applies to the loss in question. This Agreement does not require the Local Government to indemnify UDOT against UDOT's sole negligence.
 - b. Damage to UDOT Property. In addition to the indemnification obligation set forth above, the Local Government, at its cost, shall repair or replace (to UDOT's reasonable satisfaction) any property that belongs to UDOT that is damaged in connection with a Landscape Improvement to the extent that such damage arises from or relates to an act or omission (negligent or otherwise) of the Local Government or its employees, agents, contractors, consultants, or permittees. The Local Government shall promptly notify UDOT of any such damage.
 - c. Notification. The parties agree to promptly notify each other of any potential claims or losses that may affect the other party that relate to a Landscape Improvement.
 - d. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement to maintain insurance in amounts reasonably sufficient to pay for loss arising from the contractor's or consultant's acts or omissions (negligent or otherwise). In addition, the Local Government hereby represents that it is a member of the Utah Local Governments Trust or is adequately self-insured, and it agrees that it will remain so for as long as it has any Landscape Improvements located on UDOT's property.

6. Miscellaneous. The following terms apply to this Agreement:

- a. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: Director of Preconstruction</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p>	<p>To Local Government:</p> <p>City of North Salt Lake 10 E. Center Street North Salt Lake, UT 84054 Attention: City Manager</p> <p>With a copy to:</p> <p>City of North Salt Lake 10 E. Center Street North Salt Lake, UT 84054 Attention: City Recorder</p>
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- b. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c. UDOT's action or inaction when providing a consent, review, acceptance, or approval or when taking other action hereunder, for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same.
- d. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. No party may assign this Agreement without the other parties' prior written authorization, and any purported assignment to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties.

This Agreement will not be construed to have a drafter or be construed against a drafter. This Agreement’s headings are for convenience only and do not alter the meaning of its text. All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive a termination of this Agreement shall survive a termination. Nothing in this Agreement shall be construed to limit UDOT’s governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party’s authorization, and that this Agreement’s terms do not violate other contracts and commitments of the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

Utah Department of Transportation, an agency of the State of Utah By: _____ Its: _____	UDOT Comptroller’s Office: By: _____ Its: _____
Approval/Recommended By: By: _____ Its: _____	Approval/Recommended By: By: _____ Its: _____
City of North Salt Lake By: _____ Its: _____	By: _____ Its: _____ “SEAL”

EXHIBIT A

MLMA SITE ADDENDUM FORM

An MLMA Site Addendum is used when it is necessary to state terms in addition to those in the MLMA to address the ongoing maintenance and care needs of a particular Landscape Improvement Site.

(See next page)



State of Utah
Department of Transportation

MLMA Site Addendum to Current Master Landscape Maintenance Agreement Addendum to UDOT Finance Number xxxxx	Project Name:	Finance Number:
	Local Government Agency:	Tracking Number:
Project #: PIN: Or Permit #:	Site of the Landscape Improvement that requires additional ongoing maintenance terms: <i>(Enter Route, Street Name, Name of City, Name of County, Utah):</i>	Date Executed:

THIS MLMA SITE ADDENDUM ("Addendum") is made and entered to be effective as of the "Date Executed" which is stated above, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("**UDOT**"), and **CITY OF NORTH SALT LAKE**, a political subdivision of the State of Utah (the "**Local Government**").

RECITALS

WHEREAS, the Parties hereto entered into a Master Landscape Maintenance Agreement, which may have been amended or restated from time to time (the "**Agreement**"), and the current Agreement's finance number is _____ with an Effective Date of _____, as shown in Exhibit "A" attached hereto for reference; and

WHEREAS, this Addendum is a part of and is governed by the Agreement (including, but not limited to, the Agreement's defined terms); and

WHEREAS, the Parties are entering this Addendum to address ongoing maintenance and care needs at the site which is stated above (the "**Site**") in addition to the terms stated in the Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the forgoing recitals, which by this reference are incorporated into this Supplemental Agreement, and the following terms and conditions, it is agreed by and between the parties as follows:

1. Nature of Addendum. This Addendum is a part of and is governed by the Agreement, and all of the Agreement's terms and conditions (including, but not limited to, definitions for capitalized terms) fully apply to this Addendum, except to the extent that paragraph 4 of this Addendum expressly modifies the Agreement for this Site only.

2. Landscape Improvement Site Conditions. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, DESCRIBE SPECIFIC SITE CONDITIONS THAT NEED ADDITIONAL TERMS TO ADDRESS ONGOING MAINTENANCE AND CARE RESPONSIBILITIES, AND STATE THE NEEDED TERMS. FOR EXAMPLE, IF UDOT HAS AGREED TO ALLOW DRAINAGE FROM THE SITE TO ENTER UDOT'S STORM DRAIN SYSTEM (WHICH NORMALLY IS NOT THE CASE), EXPLAIN THAT CONDITION HERE AND STATE THE TERMS FOR ALLOWING THE DRAINAGE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH A MAP EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: The Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]
3. Access. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, INCLUDE ANY ADDITIONAL TERMS ABOUT ACCESS. FOR EXAMPLE, NORMALLY UDOT REQUIRES AN ENCROACHMENT PERMIT TO OBTAIN ACCESS, BUT IN UNUSUAL CIRCUMSTANCES, A LICENSE MIGHT BE APPROPRIATE. THAT WOULD BE INCLUDED HERE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Access for the Landscape Improvement for this Site is shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]
4. Changes to Agreement for This Site Only. The Agreement is hereby modified as follows for this Site only: [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, STATE IN DETAIL ANY MODIFICATIONS TO THE MASTER AGREEMENT THAT WILL APPLY TO THIS SITE ONLY. IDENTIFY THE AGREEMENT PARAGRAPH THAT IS BEING MODIFIED, AND THEN STATE THE MODIFICATION. AN ADDENDUM CAN ONLY BE USED TO MAKE A SITE-SPECIFIC CHANGE TO THE MASTER AGREEMENT, NOT A GENERAL AMENDMENT TO THE MASTER AGREEMENT. ALSO, AN ADDENDUM CAN ONLY CHANGE ONGOING MAINTENANCE AND CARE RESPONSIBILITIES. IF THE LOCAL GOVERNMENT IS PROPOSING A NEW INSTALLATION OR A MAJOR CHANGE TO AN EXISTING INSTALLATION, THAT MUST BE AUTHORIZED THROUGH AN AGREEMENT, SUCH AS A BETTERMENT AGREEMENT OR A COOPERATIVE AGREEMENT, OR A PERMIT, OR A LOCAL PERMIT APPROVAL PURSUANT TO UTAH CODE § 72-3-109. SEEK LEGAL ASSISTANCE WHEN NEEDED. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Changes for the Landscape Improvement for this Site are shown in Exhibit __ to this Addendum, which is attached hereto and made a part hereof.]

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Addendum to be a part of the Agreement, effective as of the date executed that is first stated above.

City of North Salt Lake				Utah Department of Transportation			
By		Date		By		Date	
<i>Title/Signature of Official</i>				Landscape Architect			
By		Date		By		Date	
<i>Title/Signature of additional official if required</i>				Region Director			
By		Date		By		Date	
<i>Title/Signature of additional official if required</i>				Comptroller's Office			

EXHIBIT A TO MLMA SITE ADDENDUM

CURRENT MASTER LANDSCAPE MAINTENANCE AGREEMENT

[ATTACH A COPY OF THE CURRENT MASTER AGREEMENT HERE AND DELETE THIS SENTENCE]

SAMPLE

EXHIBIT ____ TO MLMA SITE ADDENDUM

[THIS IS A COVER SHEET IF YOU NEED TO INCLUDE ADDITIONAL EXHIBITS. FILL OUT THE EXHIBIT LETTER AND GIVE IT A NAME FOR EACH EXHIBIT. DELETE THIS PAGE IF THERE ARE NO OTHER EXHIBITS AFTER EXHIBIT A. REMOVE THE TEXT IN THESE BRACKETS BEFORE FINALIZING THE DOCUMENT.]

SAMPLE

1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-WORK SESSION
3 CITY HALL-10 EAST CENTER STREET, NORTH SALT LAKE
4 OCTOBER 7, 2025
5

6 **DRAFT**
7

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

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

16 EXCUSED: Councilmember Ted Knowlton
17

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

23 David Frandsen, Assistant City Manager, was not present at this meeting.
24

25 OTHERS PRESENT: Barry Bryson, Dee Lalliss, Shannon Wright, Conrad Jacobson, Carolyn
26 Jacobson, Jennifer Coleman, Elyse Young, Seth Keaton, Angie Keaton, Gene Chidester, Robyn
27 Chidester, Mary Ellen Dworshak, Heath Bradley, Michelle Bradley, Brooklyn Bradley, Tibby
28 Gerner, Matt Ethington, M. Sanford, Lisa Midgley, Ryan Holbrook, Heidi Smoot, residents; Pat
29 Medell, Bill Medell, Bill Price, Sidney Price, L. Koci, Jim Phillips, Marnie Dimons, JustServe;
30 Jasim Shah, Marshall Talvitie, Jacob Johnson, ETS.
31

32 1. PRESENTATION BY ETS AND UTAH LOCAL GOVERNMENT TRUST RELATED
33 TO CYBERSECURITY
34

35 Jacob Johnson, Eminent Technical Solutions, explained he was the founder of ETS and thanked
36 the City for their 13 year partnership. He spoke on the evolving nature of technology and the
37 opportunity to provide consulting and IT management for the City.
38

39 Marshall Talvitie, ETS, presented an overview on cybersecurity and keeping the City's systems
40 secure through proactive and layered defense solutions. He reviewed foundational security

including Next Gen firewalls, SCADA vs Corporate Network Separation, regular updates and patching, multi factor authentication, and reliable backup solutions. He then looked at ongoing security practices including quarterly audits and continuously applying best practices. He focused on patch and system management with centralized patch management software that was applied to all servers and workstations.

Mr. Talvitie spoke on a more customer focused approach to security audits related to firewalls, password policies, computer and user accounts, identifying web facing services, and reviews of Office 365, AV, patching, and end of life systems. He noted the process for Microsoft 365 security monitoring with alert review, investigations as needed, and catching/addressing issues before they were reported by City staff. He shared that ETS had recently implemented a new security platform, AgileBlue, at no cost to the City which provided remote management software and increased security. He reviewed the security platform, AgileBlue, which provided:

- Security Operations Center (SOC): 24/7 security operations
- Security Orchestration, Automation, Response (SOAR): tied all systems together
- Security Information and Event Management (SIEM): collect and analyze logs

Marshall Talvitie noted that current coverage included firewalls, servers, Sophos AV, Office 365, and routers. He provided an overview of the benefits for the new security platform, AgileBlue, including:

- Real time identification & response to threats
- Protection against ransomware, phishing, viruses, and more
- Delivered detection, prioritization, and response (alerts with actionable outcomes)
- Provided peace of mind 24/7 coverage
- Level of protection recommended by NIST, CISA, and cyber insurance providers (monitored and proactive)

He summarized ETS provided a strong cybersecurity foundation along with quarterly audits, patching, and proactive monitoring. He concluded that AgileBlue added another layer with round the clock defense coupled with additional recommendations from the latest security audit.

Mayor Horrocks commented that the State of Utah had a similar program and asked if the City needed to implement this as well. Marshall Talvitie replied that AgileBlue was the same type of product and what ETS had chosen after research. He recommended only using one type of product at a time.

78 Mayor Horrocks spoke on a scenario with hacked email and what could happen. Marshall
79 Talvitie responded that with the implemented security measures hacked emails would be stopped
80 before they were sent. He shared how the system would detect malicious emails for ETS to
81 review.

82
83 Ken Leetham mentioned phishing emails and if the new program would catch these. Marshall
84 Talvitie said if there was a suspicious link that the program would catch those. He also
85 mentioned the importance of staff training on suspicious emails.

86
87 Jacob Johnson commented that they could perform a comparative analysis with AgileBlue to the
88 State's security program to see if it was complimentary or duplicative. He said humans were the
89 weakest link in security which meant training was essential.

90
91 Ken Leetham added that the City had been invited to a meeting with the State through the Utah
92 Cyber Center and would involve ETS in that meeting.

93
94 Mayor Horrocks mentioned having a good backup in place and the effects of Trojan Horse
95 malware. Jacob Johnson replied that backups were set to occur several times per day and were
96 also replicated and encrypted before being sent to data centers. He explained that there were
97 daily, quarterly, and annual backups which were saved.

98
99 Councilmember Baskin asked about backups to the cloud. Jacob Johnson explained that the
100 cloud was actually another computer or leased server at a data center. He said ETS had two data
101 centers where the backups were stored. He explained the security and how difficult it would be to
102 access data from those data centers.

103
104 Councilmember Jackson asked if any ETS' clients had experienced an attack. She asked about
105 the City's weaknesses or liabilities. She also mentioned the City's water system and any risks.
106 Jacob Johnson replied that the City had been proactive and had fewer digital debt or issues than
107 some of their newer clients. He said that future investment strategies and specific system
108 information should occur in a private meeting due to security.

109
110 Jacob Johnson spoke on multifactor authentication (MFA) and ways to prove identity including
111 tokens or credentials which helped to improve security. He said it was worth the inconvenience
112 to utilize these measures.

113
114 Councilmember Baskin mentioned the switch from .org to .gov for emails and how that had
115 impacted her access. She asked if there was an option for remote access and assistance. Jacob

Johnson commented that he would be happy to setup trainings for the Council or staff. He said the .gov domain was per the federal government.

Ken Leetham said that assistance was part of the contract and that the Council and staff could submit a help ticket to ETS for remote assistance to those devices that were on the network.

Jacob Johnson recommended that ETS could provide direct support on any City owned device whether they were at City Hall, home, or traveling.

Councilmember Clayton thanked ETS for their support and was appreciative of their expertise. Jacob Johnson shared that ETS was headquartered in Layton and could always send support to City Hall as well. He said technology should not be an obstruction.

Councilmember Baskin asked about bonding and limits. Jacob Jensen replied that they had liability insurance for \$15 million and were licensed and bonded as a public works contractor in Utah and Idaho with an unlimited bond rating for public works contracts.

2. ADJOURN

Mayor Horrocks adjourned the meeting at 6:54 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
CITY HALL-10 EAST CENTER STREET, NORTH SALT LAKE
OCTOBER 7, 2025

DRAFT

Mayor Horrocks welcomed those present at 7:13 p.m. Alisa Van Langeveld provided a thought and led those present in the Pledge of Allegiance.

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

EXCUSED: Councilmember Ted Knowlton

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

David Frandsen, Assistant City Manager, was not present at this meeting.

OTHERS PRESENT: Barry Bryson, Dee Lalliss, Shannon Wright, Conrad Jacobson, Carolyn Jacobson, Jennifer Coleman, Elyse Young, Seth Keaton, Angie Keaton, Gene Chidester, Robyn Chidester, Mary Ellen Dworshak, Heath Bradley, Michelle Bradley, Brooklyn Bradley, Tibby Gerner, Matt Ethington, M. Sanford, Lisa Midgley, Ryan Holbrook, Heidi Smoot, residents; Pat Medell, Bill Medell, Bill Price, Sidney Price, L. Koci, Jim Phillips, Marnie Dimons, JustServe Jasim Shah, Marshall Talvitie, Jacob Johnson, ETS.

1. PRESENTATION TO THE CITY OF NORTH SALT LAKE ELECTED OFFICIALS BY
JUSTSERVE REPRESENTATIVES

Shannon Wright, JustServe, reported on the countless acts of service that City residents had performed. She presented the City with the JustServe City award and invited the Council and those affiliated to come forward to accept the award.

Bill Price introduced the global director of JustServe and his daughter. He said JustServe started as an initiative at a California High School approximately 14 years ago.

Health Bradley, shared that JustServe was in 17 countries and affiliated with over 19,000 organizations. He shared that the program has grown across the United States and multiple countries with over one million users. He spoke on the connection that occurred with both the volunteers and those who received the service.

Brooklyn Bradley, President of the JustServe club at Woods Cross High School, shared that she was excited to have more service projects in the City. She spoke on being able to serve the City and residents through a variety of service projects.

Councilmember Van Langeveld asked if there was staff that added projects to the JustServe website. Ken Leetham replied that there were several staff members that could add City projects and that the City had been actively using the JustServe tool to advertise many service projects.

2. CITIZEN COMMENT

Angie Keaton, resident, commented that she had created the group Save Legacy Parkway in 2019 when the truck ban and lower speed limits had expired. She spoke on the Legacy Highway draft EIS and protecting the Legacy Scenic Byway. She mentioned the sound walls would be built in 2026 if approved by ballot and felt this was out of line with the State's scenic byways program. She advocated that the expansion of Legacy should not occur until FrontRunner had expanded service with 15 minute service, 10 extra trains with Wi-Fi, and free ridership during construction of I-15. She said if there was no way to change the trajectory of the Legacy project then it would be important to look at the proposal for the sound walls and how they should not extend through the city parks (Legacy in NSL and Mountain View in Woods Cross).

Councilmember Van Langeveld spoke on the impact of having a sound wall at Legacy Park and that it would not be beneficial for residents.

Councilmember Baskin shared two letters to be included in the record from Utahns for Better Transportation (Roger Borgenicht) and Friends of Great Salt Lake (Lynn de Freitas). She shared excerpts from the letters including "our objections are two-fold, adding a third lane on Legacy would turn Legacy Parkway into a six lane highway. With severe impacts on the surrounding area, homes, parks, schools, and nature preserve. And double tracking of the FrontRunner is a golden opportunity to introduce a frequent reliable transit option as a preferred alternative for travel during and after I-15 construction." She spoke on how this would affect the Legacy Highway, the preserve, and the wetlands.

3. COUNCIL REPORTS

Councilmember Jackson reported on the Utah League of Cities and Towns conference and thanked staff for facilitating continuing education opportunities.

Councilmember Baskin reported on the upcoming Senior Lunch Bunch and Golf Course meetings. She noted that the Eaglewood Golf Course was doing very well and she would provide an update at the next Council meeting. She thanked those who were candidates in the municipal election.

Councilmember Van Langeveld reported on Utah League of Cities and Towns conference and the idea of a creating a city academy or program where citizens could learn about the City. She said this could be a night to provide information on public works, planning, and finance training for residents. She also mentioned the Legislative redistricting and that the proposed district would split the City in half.

Councilmember Van Langeveld spoke on the districting for the schools for Foxboro and the disadvantages including the need to bus, the distance, and difficulty with tutoring or extracurriculars. She requested a future work session item to address this issue. She also mentioned some concerns with the bus route to Foxboro from the junior high which did not provide adequate bus services for some students living in the RV Park on Recreation Way on the south side of I-215. She indicated the current bus stop was not a safe place for students to travel to and hoped the bus could pick up at the roundabout at the entrance of the RV Park. She asked that the City's Safety Committee review potentially painting or signage to indicate no parking in the roundabout, in an effort to mitigate the school bus pickup issue at that location.

Councilmember Van Langeveld asked if the City Council could discuss painting a section of Redwood Road to the fire station on 1100 North to ensure no parking.

Councilmember Jackson asked if residents or businesses in the area had any objections. Councilmember Van Langeveld responded there were no businesses and it was a brand-new residential development.

Councilmember Baskin noted that as this discussion was not an agenda item that the City Council could not act or vote on action at this time. She spoke on previous discussions on red curbs and enforcement issues. She said this should be examined more thoroughly.

Councilmember Van Langeveld clarified that the Safety Committee had already reviewed this and requested feedback from the City Council. Mayor Horrocks suggested that this could be an agenda item for the next Council meeting.

Councilmember Clayton asked about the impacts to fire trucks. Councilmember Van Langeveld replied that the center landscaping in the roundabout had trees which were growing out into the road space which would hit the fire truck when it passed by. She mentioned that the Fire District would have to speak on whether street parking at the roundabout had been an issue for the fire trucks as well.

Councilmember Clayton reported on the Events Committee and noted that the Halloween 5K Zombie Chase would be held on October 25th at Tunnel Springs Park. She also highlighted the Frontage Road cleanup by the Youth City Council (YCC).

4. CITY ATTORNEY'S REPORT

Todd Godfrey had nothing to report.

5. MAYOR'S REPORT

Mayor Horrocks reported on the second rainiest day in the history of the State during the past 150 years. Ken Leetham mentioned that there was one incident with a UDOT facility during the recent rainfall but said there were no issues with City stormwater or detention facilities.

Mayor Horrocks mentioned an issue with the pond. He also spoke on the proposed homeless facility adjacent to the City and the work currently happening on the site. Ken Leetham commented that they were possibly performing soils testing at this time.

Councilmember Baskin asked if this would require an excavation permit from Salt Lake City for soils testing. Karyn Baxter replied that soils investigations or groundwater tables often did not require a permit as it was obtaining background information in order to do engineering to apply for a permit.

Mayor Horrocks spoke on a letter related to the 100 year anniversary of the PTA and an invitation for the City to recognize this milestone. He suggested the City Council could approve a resolution acknowledging this achievement.

290 6. CITY MANAGER’S REPORT

291
292 Ken Leetham reported on the League of Cities and Towns conference and the feeling of unity
293 and collaboration between the municipalities. He said South Davis was a wonderful area and
294 there was reason to be optimistic in light of the recent political atmosphere.

295
296 7. CONSIDERATION OF RESOLUTION 2025-49R: A RESOLUTION ADOPTING A
297 CASH HANDLING POLICY

298
299 Stacey Steckler reported on the proposed cash handling policy which was reviewed and
300 recommended by the Audit Committee. She reviewed the highlights of the policy including:

- 301
302 • Training and responsibilities (receiving, recording, and depositing funds)
303 • Definitions
304 • Collection procedures
305 • Storage & security (identify key controls and step by step department procedures)
306 • Reconciliation (deposits, monthly statements)
307 • Internal controls (segregation of duties)
308 • Suspicious activity
309 • Policy violations
310 • Internal audit program

311
312 **Councilmember Baskin moved that the City Council approve Resolution 2025-49R: a**
313 **resolution adopting a Cash Handling Policy. Councilmember Jackson seconded the motion.**
314 **The motion was approved by Councilmembers Baskin, Clayton, Jackson, and Van**
315 **Langeveld.** Councilmember Knowlton was excused.

316
317 Ken Leetham recognized Stacey Steckler for her service as the City Treasurer and her efforts in
318 creating the cash handling policy.

319
320 8. CONSIDERATION OF RESOLUTION 2025-48R: A RESOLUTION APPROVING A
321 MASTER SERVICES AGREEMENT WITH ETS FOR IT SERVICES

322
323 Ken Leetham reported that ETS provided cyber security along with many other IT services. He
324 said ETS and staff had put together a robust SCADA system for the City. He explained that this
325 would be a two year contract with a base cost of \$80,000 per year. He said this cost would most
326 likely be doubled due to assistance needs for servers, users, etc. He spoke on the need to be
327 efficient and effective.

Councilmember Baskin asked if the contract had been reviewed by the City Attorney. Ken Leetham replied that it was a template agreement which was similar to the contract which the City had previously signed.

Todd Godfrey commented that he had reviewed the previous agreement but had not reviewed it in conjunction with tonight's meeting.

Councilmember Jackson thanked ETS for their presentation. She said as part of the Audit Committee the decision had been made to obtain a new firm to perform the City's annual financial audit. She spoke on concerns with utilizing the same company for some services and the benefit for retaining ETS long term related to continuity of systems and security along with updated technology.

Councilmember Van Langeveld moved that the City Council adopt Resolution 2025-48R: a resolution approving a Master Services Agreement with ETS for IT services. Councilmember Clayton seconded the motion.

Councilmember Van Langeveld asked if there were changes from the original contract. Ken Leetham clarified that there were changes to the exhibit with some cost increases but the overall agreement was the same.

The motion was approved by Councilmembers Clayton, Jackson, and Van Langeveld. Councilmember Baskin voted in opposition to the motion. Councilmember Knowlton was excused.

9. CONSIDERATION OF BID AWARD FOR DEMOLITION SERVICES AT HATCH PARK

Ken Leetham reviewed the bidding process for Hatch Park Phase 1 of construction including demolition, site grading, utility work at the cost of \$1-2 million. He said staff received many bids for demolition but only one bid for the remainder of construction. He noted that staff then separated demolition from construction and would like to award a contract for demolition only. Mr. Leetham shared that there were five bids with an estimated project cost of \$275,000. He requested that the Council allow staff to determine the bid award to the lowest responsible bidder and an expenditure of up to \$275,000.

Councilmember Van Langeveld asked when construction would begin after Council approved this item. She also asked if Hogan Construction was one of the bidders. Ken Leetham replied that

construction would begin within ten days. He said Hogan Construction was a higher bidder and would not receive the award.

Councilmember Jackson moved that the City Council authorize City staff to expend up to \$275,000 for demolition services in Hatch Park including the authority to determine which contractor has submitted the lowest responsible bid and the authority to award the demolition contract to the lowest responsible bidder. Councilmember Baskin seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, and Van Langeveld. Councilmember Knowlton was excused.

Ken Leetham reviewed the schedule for Phase 1 construction including bid awards (30 days), Council review of remainder of project, demolition, and preparation of large bid package for construction of park facilities beginning in 2026.

Councilmember Jackson asked how long the demolition process would take. Karyn Baxter replied that the demolition process would take 30 days.

Ken Leetham commented the goal was to have continuous work from demolition to construction until the park was completed. Karyn Baxter clarified that demolition would take 30 days followed by grading which would take 90 days and was weather dependent, early site utility storm drain work, and then park construction.

10. ANNOUNCEMENT OF THE MOSQUITO ABATEMENT DISTRICT-DAVIS PROPOSED TAX INCREASE

Mayor Horrocks clarified that this announcement was required by statute that governing bodies of the cities within the District should be made aware of any proposed increase in property tax rates. He specified that this would be a property tax increase related to construction projects at their Kaysville facility. He noted that the County population had doubled and necessitated updates to the facility. He said the public hearing related to this proposed tax increase would be held on December 11th.

Ken Leetham reported that the City Council was provided with the information related to the proposed tax increase in the agenda packet.

11. OVERVIEW OF DRAFT INTERLOCAL COOPERATION AGREEMENT WITH
UTAH DEPARTMENT OF TRANSPORTATION (UDOT) FOR THE HIGHWAY 89
CORRIDOR

Sherrie Pace reported that staff had been working with UDOT on the proposed draft for the Highway 89 Corridor Agreement. She clarified that the draft established what Highway 89 from the southern to the northern border would look like. She said the draft would address everything from appearance, safety, transit stops, traffic calming, and right of way acquisition. She noted that the draft would include the following:

- Minimum street spacing
- Minimum driveway spacing
- Safety recommendations
 - Future pedestrian crossings
 - Lighting
 - Transit stops/landing pads
- Cross sections
- Right of way acquisition
- Traffic calming
 - Speed
 - Bulb-outs
 - Center medians
 - Signage
- Entry greenway (north)
- Future plans (conform to the agreement)

Sherrie Pace presented an exhibit related to traffic improvement recommendations with existing and future traffic signals, existing and future pedestrian crossings, future SLC Davis connector stations (UTA), and the future I-15 interchange location.

Mayor Horrocks asked about the potential to close Main Street. Sherrie Pace commented that this was one of the reasons for a proposed pedestrian crossing at that location.

Sherrie Pace shared exhibits of typical cross sections for:

- Greenway - Eagleridge to Eaglegate Drive (Exhibit D-1)
- Town Center - Eagleridge to 350 North (Exhibit D-2)
- Greenway - 350 North to 925 North (Exhibit D-3)

- Typical intersection (Exhibit D-4)
- Typical cross section raised median (Exhibit D-5)

Councilmember Jackson asked about the southern border in relation to Exhibit D-1 and what was considered the limit. Sherrie Pace replied that it would be Orchard Drive to the new interchange. She said this would change once Highway 89 was realigned to the other side of I-15.

Councilmember Jackson spoke on consistent greenery and trees on the east side and if UDOT had agreed to improve the area. Sherrie Pace responded that UDOT had agreed to improve back of curb on redevelopment including widening of right of way. She noted the City could pay for these improvements with RDA funds as well.

Councilmember Jackson asked about the raised median in response to Exhibit D-5 Sherrie Pace shared that the medians were a traffic calming device and added aesthetics to the town center area.

Councilmember Jackson asked if the medians would be short and sporadic or continuous. Karyn Baxter responded that the medians would be required based on traffic control and the purpose of the agreement was City control of when and where they would be placed and included beautification in certain areas. She explained that in some areas a left turn was not needed or even dangerous and would be a viable place to install a median without impacting traffic flow.

Sherrie Pace clarified that if the City specifies a plan for the center medians, then UDOT would have to provide those specifications for any reconstruction. She said there was no action required by the City Council at this time beyond feedback on the draft.

12. CONSIDERATION OF RESOLUTION 2025-50R: A RESOLUTION APPROVING AN AGREEMENT WITH UNION PACIFIC (UP) FOR THE INSTALLATION OF CROSSING ARMS AT THE RAILROAD CROSSING ON MAIN STREET

Karyn Baxter reported that this agreement was for railroad crossing arms on Main Street. She said all improvements on Union Pacific Railroad (UPRR) lines must be completed by UPRR crews. She explained that the Main Street crossing was located within the Woods Cross quiet zone and the existing railroad crossing was part of the larger quiet zone from Ogden to Salt Lake City. She continued that this quiet zone was suspended by the Federal Railroad Administration (FRA) in October 2024 due to two non-complaint crossings. She said these two crossings were located in the City and Salt Lake City which resulted in train horns at all crossings in the quiet zone. Ms. Baxter noted that a temporary waiver request to reinstate the quiet zone was granted in

March 2025 for a one year period. She shared that the waiver was subject to the requirement that work to bring the crossing into compliance must begin as soon as practicable.

Karyn Baxter continued that the work needed to bring the crossing into compliance included the installation of a flashing light signal with automatic gate and removal of the existing flasher signal mast that belongs to UPRR. She said UPRR would design and install all signal arms for their crossings but as the City owned the road it would be responsible for the work at a cost of \$151,586. She acknowledged that additional work would include relocating the existing gate and arm which would be done under a separate agreement. She shared that the City would also be completing additional improvements including curb and gutter as well as new medians.

Mayor Horrocks asked how this project would be funded. Karyn Baxter replied that the City had budgeted for this project as part of the Main Street grant project with three grants through federal funding and an additional grant through Davis County using third quarter local transportation funds. She noted that the existing budget included \$4.56 million in grant funding and a City match of \$1.83 million.

Councilmember Baskin moved that the City Council approve Resolution 2025-50R approving the Authorization for Crossing Improvements Agreement with Union Pacific Railroad. Councilmember Jackson seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, and Van Langeveld. Councilmember Knowlton was excused.

13. REPORT ON THE ACTION ITEM RELATED TO A REQUEST FOR A DOG PARK IN THE CENTRAL PART OF THE CITY

Sherrie Pace reported that this was in response to an action item for a possible dog park in the east part of the City. She mentioned that the City owned a 0.23 acre parcel at 141 South 350 East which was acquired as part of the Springhill Landslide remediation. She clarified that the property was purchased through a FEMA grant and due to restrictions could not include utilities or a sprinkler system. She continued that there were two adjacent properties which were not part of the FEMA grant or approval and could be used to create a low impact dog park.

Ms. Pace shared that these two lots could not be used for homes and were valued by the County Assessor at \$30,000 each. She presented a conceptual dog park design on the property including water fountain, gated areas, parking lot, and native vegetation area.

Councilmember Baskin was in favor of the proposed dog park and said this was idle land with vegetation which would be a good site. Councilmember Van Langeveld was in agreement.

Councilmember Jackson asked how this project would be funded. She asked if RDA funding could be utilized. Heidi Voordeckers replied that this project would be eligible for RAP Tax funds in 2027. She noted the project is not eligible for RDA funds since it is outside of the RDA project area.

Mayor Horrocks spoke on the valuation of this property. Sherrie Pace replied that the current property owners paid approximately \$300 a year in taxes. She spoke on previous code enforcement issues with the property including RV storage.

Sherrie Pace said staff would proceed with creating a more formal plan including cost estimates and property owner input.

14. CONSIDERATION OF CITY OF NORTH SALT LAKE PUBLIC COMMENT SUBMITTAL RELATED TO THE LEGACY HIGHWAY EIS PUBLIC COMMENT PERIOD

Sherrie Pace reported that UDOT recently announced a plan to expand Legacy Highway by adding a travel lane in each direction. She shared that UDOT was completing this project to add capacity to the highway for future growth and to assist with traffic diversion during I-15 reconstruction and expansion. She said UDOT was performing an Environmental Impact Study (EIS) as part of the process and would be providing a 30 day public comment period ending on October 10, 2025. She continued that staff was seeking feedback on what comments or concerns the City should submit to UDOT.

Ms. Pace provided existing and future traffic data per UDOT showing current (2024) and future conditions (2050). She then showed the environmental resources related to the expansion including potential impacts and the mitigation efforts including sound, water resources, ecosystem resources, floodplains, and construction impacts. She noted that the biggest impact would be noise and explained that the noise wall ballot would be sent to property owners adjacent to or who would benefit from the noise wall. She explained that in order for UDOT to approve the construction of a sound wall, 75% or more of ballots returned to UDOT must vote yes.

Sherrie Pace mentioned comments that the City could make to UDOT related to the noise wall at Legacy Park (aesthetic, view) and access from I-215 to Legacy Parkway.

Councilmember Jackson asked if Woods Cross had commented on the sound wall near their parks. Sherrie Pace replied that she was not aware of any comments. She said she was also in favor of the free FrontRunner passes suggested during the public comments.

Mayor Horrocks commented that the addition of the lanes on Legacy Parkway were inevitable and he was in favor of sharing the comments provided by resident Angie Keaton related to the project.

Councilmember Van Langeveld shared her thoughts including a sound wall break, free FrontRunner passes framed in a way of investing in multiple transit options, timeframe of the project (only current need as overflow for I-15 project), add an on-ramp for City access (City is impacted but receives no benefit), inclusion of HOV lane, speed restriction to help lessen sound, and a request for landscape funds for trail mitigation.

Councilmember Baskin spoke on the original presentation for Legacy Parkway and the promise of a slower traffic and greenery. She mentioned the changes that had occurred including allowing large trucks on the parkway.

Councilmember Jackson was also in favor of requesting beautification funds. Councilmember Clayton was in agreement and was in favor of the request for an additional on ramp.

15. REPORT ON THE REDWOOD ROAD CDA

Ken Leetham reported on the history of the Redwood Road CDA project which encompassed 585.34 acres. He said the four principal purposes of this CDA included stimulating private investment, infrastructure enhancement, expansion of the tax base, and job creation. He mentioned the Lee's Marketplace, Amazon, and industrial area developments and jobs. He shared that the project area currently generated \$1.6 million annually in tax increment revenue.

Mr. Leetham then reviewed potential projects related to infrastructure and aesthetics including:

- Addition of missing sidewalks on the east side of Redwood Road
- Addition of trees within the Redwood Road corridor
- Decorative street lighting on Center Street, Cutler Drive, Redwood Road, etc.
- City entry monumentation
- Grants or loans to partner with property owners to make enhancements (landscaping, building façade, improved fencing)
- Active transportation improvements and improved pedestrian friendly amenities
- Widening of Cutler Drive around the Legacy schools in order to improve traffic circulation in the area

He also mentioned projects related to economic development including:

- Working with property owners south of Center Street to attract commercial development (Kimball properties, east side owners, North Pointe Circle)
- Working with commercial brokers to attract desired commercial development such as hotel and restaurant land uses both around the I-215 interchange and other key locations including 1100 North, 900 North, 600 North, Center Street
- Completion of an area plan or master plan for key locations that could be used to understand future growth potential in the area

Mr. Leetham also mentioned other projects related to City facilities including a renovated Public Works facility, a police substation, or other public use such as a library or recreation center. He said this was a long term plan for improvements to the west side of the City.

Councilmember Jackson commented that she was originally against an expansion of the recreation center as the current rec center was in financial disarray but spoke on how they were improving. She mentioned the distance from the City to the rec center and lack of family activities within the City. She said that opening communication with the South Davis Recreation District now may guide their decision to building facilities in the City. She also mentioned that the existing rec center would provide a free City day for residents.

Councilmember Van Langeveld was in favor of a rec center or library in the City but felt Hatch Park would be chosen as a more likely location. She liked the idea of a police substation and other investment into this area. She suggested decorative street lighting, more trees, attractive building façades, City flags, a plaza with seating in the Lee's Market area, public art, and a permanent stage and pickleball courts at Legacy Park.

Councilmember Van Langeveld suggested no parking on Cutler Drive. Karyn Baxter responded that there was no parking allowed on the west side. She said there would also be no parking allowed on the east side during school hours.

Councilmember Van Langeveld asked if the primary concern was safety. Chief Black said it was a dual concern including traffic backup and risk of children in the street.

Ken Leetham mentioned one other use for the funds per previous discussion which was using revenues to partner with developers on hotels, restaurants, etc. and to create focused master plans for areas around the interchange.

Councilmember Jackson expressed interest in an aggressive and intentional marketing plan for restaurants and hotels near the new interchange. She spoke on focusing on bringing in specific businesses including through economic incentives. She also mentioned utilizing funds for assisting with homeownership such as a rate buydown program.

Ken Leetham said the City could plan to be more proactive in attracting land uses including paying for expert advice in this area and the Town Center.

16. REVIEW OF THE DRAFT 2025 STRATEGIC PLAN

Ken Leetham reviewed the draft 2025 Strategic Plan which included five priorities:

- 1) City identity, City motto, City marketing plan
- 2) Improve quality of US 89
- 3) Adoption of a housing strategy for use of RDA housing funds
- 4) City app
- 5) Completion of one beautification project annually (entrances/major corridors)

He provided a detailed breakdown for each of the five priorities with central ideas and next steps:

City Identity

Central ideas:

- City as a series of connected neighborhoods
- Resident education on governance and services
- Awareness and value of excellence in carrying out City duties

City Motto

Central ideas:

- Quick and clear-define purposes and values
- May include a name change
- Neighborhood cohesiveness, public gatherings and active place

City Marketing Plan

Central ideas:

- Plan that identifies strengths and advantages of the City
- A place for private capital investments
- A place of vitality where attractive centers are located

Mr. Leetham spoke on next steps related to the City identity, motto, and market plan with:

- A working group
- Documenting issues/propose strategies
- Surveys and public input
- Professional consultants
- Report findings/recommendations to the City Council by August 1, 2026

He then reviewed the second priority related to improving the quality of US 89:

Central ideas:

- Land use that supports the Town Center (2013 plan)
- High density residential
- Walkability (expanded trail and pathway connections)
- Hatch Park expansion-community center
- New mass transit connections

Central ideas:

- Aesthetics/reinvestment
- Improved roadway design
- Active transportation choices
- Improved landscaping, building facades
- New infill design

Next steps for improving the quality of US 89:

- Working group
- Evaluating the corridor
- Draft recommendations
- Complete by March 1, 2026 for budget

Mr. Leetham reviewed the third priority Housing Strategy with RDA funds:

Central objective:

- Adoption of an affordable housing strategy Citywide

Next steps for a housing strategy with RDA funds:

- Staff review of housing resources and needs, MIHP & Utah strategies
- Present findings by February 1, 2026

- Complete needed documents for budget adoption (FY2026)

Ken Leetham reviewed the fourth priority related to a City app:

Central objective:

- Creation of a useful, convenient technology for notifications, education, Q&A, traffic delays, City events

Next steps for a City app:

- Formation of a working group
- Public outreach, directed research by neighborhood, use feedback to guide
- Present findings by March 1, 2026 for inclusion in fiscal year 2026 budget

Mr. Leetham reviewed the fifth priority related to one annual beautification project:

Central objective:

- Consistent annual investment in projects to beautify entries, corridors, centers, and City owned property

Next steps for City beautification:

- City staff to prepare map of key areas for beautification
- Present findings by March 1, 2026 for inclusion in the FY26 budget
- City Council should adopt a policy guide or direction for City staff (multi year strategy)

Councilmember Jackson spoke on the use of AI to predict or assist with railroad scheduling or what system other cities with the National League of Cities utilize for railroads.

Ken Leetham reported on the Council retreat and other identified priorities which had been added to the action items list. He said many of these were long term and big impact priorities that would result in changes over time. He suggested that the City Council provide feedback on these items which could then be placed into a plan document with assigned staff and deadlines.

17. APPROVAL OF CITY COUNCIL MINUTES

The City Council minutes of September 16, 2025 were reviewed and approved.

Councilmember Van Langeveld requested a word change on line 191 from “*a majority*” to “*many*” in reference to the number of Liberty Fest attendees.

Councilmember Baskin provided several clarifications and requested the following revisions of the September 16, 2025 minutes:

- Line 314: after “her”, insert “law” and insert “represents” and delete “represented”
- Line 317: after “jurisdiction” insert “to take official action to oppose” and delete “this” and insert “the State’s and Salt Lake City’s shelter proposal” and after “her” insert “law” and after “firm” delete “would approach this by representing individuals” and insert “sees no direct conflict of interest and represents those individuals”
- Line 321: after “this” insert “accident resulted in a lawsuit against” and delete “included a lawsuit aimed at” and after “Salt Lake City” insert “.” and delete “in which a” and insert “She recommended that action be taken by the”
- Line 322: after “help” insert “prevent and”

Councilmember Jackson moved the City Council approve the minutes of September 16, 2025 with the amendments mentioned. Councilmember Clayton seconded the motion. The motion was approved by Councilmembers Baskin, Clayton, Jackson, and Van Langeveld. Councilmember Knowlton was excused.

18. DISCUSSION OF ACTION ITEMS

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

19. ADJOURN

Mayor Horrocks adjourned the meeting at 10:05 p.m.

The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday October 21, 2025 by unanimous vote of all members present.

Brian J. Horrocks, Mayor

Wendy Page, City Recorder

Action Items for October 21, 2025

Item	Staff	Description	Staff Responses
<u>New</u>			
25-27		(10-07-25 CM Van Langeveld) Report on the possibility of a City academy.	
25-28		(10-07-25 CM Jackson) Coordinate with the Rec District and pick a day for residents' free admission to the South Davis Recreation Center.	
25-29		(10-7-25 CM VanLangeveld) Future work session to discuss Davis School District boundaries.	
<u>Current</u>			
25-26	Sherrie	(9-16-25 CM Van Langeveld) Investigation of mosquito abatement strategies including sharing cost of bait boxes with residents.	
25-02	Ken/David	(5-20-25 CM Knowlton) Explore options to property purchase for expanding the Public Works facilities.	<p><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></p> <p><u>Deadline to have a Council work meeting to review conceptual information: October 21, 2025</u></p>
25-03	Sherrie	(5-20-25 CM Baskin) Research potential for creating a dog park at Springhill Park.	<p><i>(10/15/2025) per direction from the Council on 10/1/2025 the next steps to creating a dog park at this location will be:</i></p> <ol style="list-style-type: none"> <i>1. Contact the property owners to determine if they are willing to sell the property</i> <i>2. Obtain an appraisal and enter into purchase contracts</i> <i>3. Engage a landscape architect or engineering firm to design the park and cost estimate</i> <i>4. Approve the budget for the project</i>
25-08	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>

			<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>
25-11	Ken	(5-21-24 CM Knowlton) Prepare talking points for the 2600 South / 1100 North bridge challenges.	<p><u>(1/2/25) Ken is preparing talking points and will then update City website for public awareness.</u></p> <p><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></p>
25-12	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.	<p><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></p> <p><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></p> <p><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></p>
25-15	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>
Future Agenda Item Discussion Requests			
25-25	Ken	(9-2-25 All) Prepare Strategic Plan draft document for Council's review.	
25-18	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> <u>(10/15/25) A draft of the General Plan is expected from the consultant December 2025.</u>
25-19	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 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>
25-21	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</u>

			<p><u>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></p> <p><u>(10/15/25) On 9/16/2025 Staff reviewed possible locations with the City Council and was directed to obtain bids for the City Hall park strip and return to the Council for approval and budget allocation.</u></p>
25-22	Sherrie	(10/3/23) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	<p><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></p>
Completed			
25-04	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.	<p><u>(5/15/25) City legal counsel is reviewing the City's ability to comply with this assignment.</u></p> <p><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></p> <p><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. Deadline for a report back: September 16, 2025.</u></p>
25-10	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).	<p><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></p>
25-14	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.	<p><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></p> <p><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</u></p>

			<u>a cost estimate of \$12,950 which includes the costs of preparing designs, 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>
25-20	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.	<p><u>(7/1/2025) Meeting with UDOT scheduled on July 10th at Region 2 offices</u></p> <p><u>(3/27/25) Draft agreement was submitted to UDOT Region 1 Director and staff on February 27, 2025.</u></p> <p><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></p> <p><u>(10/15/2025) The revised draft plan discussed with the Council on 10/7/2025 has been sent to UDOT for review.</u></p>
25-23	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>
25-24	Sherrie	(9-2-25 CM Knowlton) City Council Review of General Plan Update.	<u>(10/14/2025) Council attended a joint work session with the Planning Commission and the consultant. A draft of the plan is expected to be available December 2025.</u>