



CITY OF NORTH SALT LAKE

**NORTH SALT LAKE CITY COUNCIL
NOTICE & AGENDA
January 6, 2015
7:00 p.m.**

Posted January 1, 2015

Notice is given that the North Salt Lake City Council will hold a regular meeting on TUESDAY, JANUARY 6, 2015 at 7:00 p.m. A work session will be held at 6:00 p.m. in the police conference room downstairs at City Hall, followed by the regular session in the City Council room. Some Council Members may participate electronically. The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION - 6:00 p.m.

- 6:00 Welcome
- 6:05 Police Department Report – Chief Black
- 6:20 Fire Department Report on paramedic funding proposals
- 6:35 Action items
- 6:40 Council Reports
- 6:50 Mayor’s Report
- 6:55 Adjourn

REGULAR SESSION - 7:00 p.m.

- 7:00 Introduction by Mayor Len Arave
- 7:02 Invocation and Pledge of Allegiance ~ Council Member Conrad Jacobson
- 7:05 Citizen comment
- 7:10 Reappointment of City Treasurer and City Recorder
- 7:15 Public Hearing on Ordinance 2015-01: An ordinance vacating a portion of the Overland Drive public right of way
- 7:20 Consideration of Ordinance 2015-01: An ordinance vacating a portion of the Overland Drive public right of way
- 7:40 Consideration of contract for property acquisition for a canoe takeout facility located generally along Jordan River Drive south of Center Street
- 7:50 Consideration of a contract for property acquisition of North Towne Lane
- 8:10 Ordinance No. 2015-02: An ordinance clarifying and establishing impact fees for the City’s culinary water system
- 8:20 City Manager’s report
- 8:25 Closed Session to discuss potential or pending litigation
- 8:45 Adjourn

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

Action Items (for January 6, 2014)

Item	Chair	Committee	Description
<u>NEW</u>			
<u>OLD</u>			
1	Ken		Mayor Arave requested staff & Planning Commission review ordinances/code for the landslide/hillside regarding development and to let the Citizens Landslide Committee know when the PC would be meeting to discuss the code. Mayor Arave asked if the City could require developers to have landslide/earth movement insurance. David to put together language for a subdivision ordinance to require insurance. (Jeff Brimhall's suggestions). Also, amend Sensitive Lands Map to include the landslide area. <i>David & Ken put together amendment for Planning Commission. Ken will put together written report for the Mayor.</i>
2	Barry		The City Council asked staff to look into other options for insurance issues (ie water line break which damaged a home at the golf course) this could be self funding or funding the replacement cost for homeowners. Barry will check with the trust on ways to accommodate property owners/residents with damage caused by the City.
3	Barry		Council Member Jensen requested a traffic study or solution to the left turn issue at Center Street and Foxboro Drive near Legacy Prep. (Barry to discuss with consultants that are working on interchange). <i>Avenue Consultants will look at it as part of their overall study.</i>
4	Paul		Staff walk hills in areas of the Views at Eaglewood Village- look for water-loving plants. Mayor also wants staff to check the soils reports again. <i>Paul and Ken walked the area and suggest having staff (Blake) perform regular inspections.</i>
5	Ken	Paul	Mayor Arave asked when Plat 11 Park was expected to be started and finished. This will be a spring 2015 project with the completed design of the park to be presented to the City Council for review. <i>Estimate received from G. Brown. Looking to decrease cost. Possibly increase capital projects budget. Set up meeting with residents – Ken/Jim</i>



NORTH SALT LAKE PUBLIC WORKS

10 East Center Street
North Salt Lake, Utah
84054
(801) 335-8700
(801) 397-0640 Fax

LEONARD ARAVE
Mayor

PAUL OTTOSON, PE
Public Works Director /
City Engineer

MEMORANDUM

To: Honorable Mayor and City Council

From: Paul Ottoson, Public Works Director & City Engineer

Date: January 6, 2015

Subject: Ordinance No. 2015-01: An ordinance vacating a portion of the Overland Drive right-of-way.

RECOMMENDATION

Staff recommends approval of the proposed Ordinance No. 2015-01 vacating a portion of the Overland Drive right-of-way.

BACKGROUND

A map showing the area of Overland Drive that is to be vacated is attached. The same attached drawing also shows the proposed alignment of the new Overland Drive. The acreage of land the city is deeding to the property owner is the same acreage that is being deeded back to the city for the new street, so there will be no exchange of money.

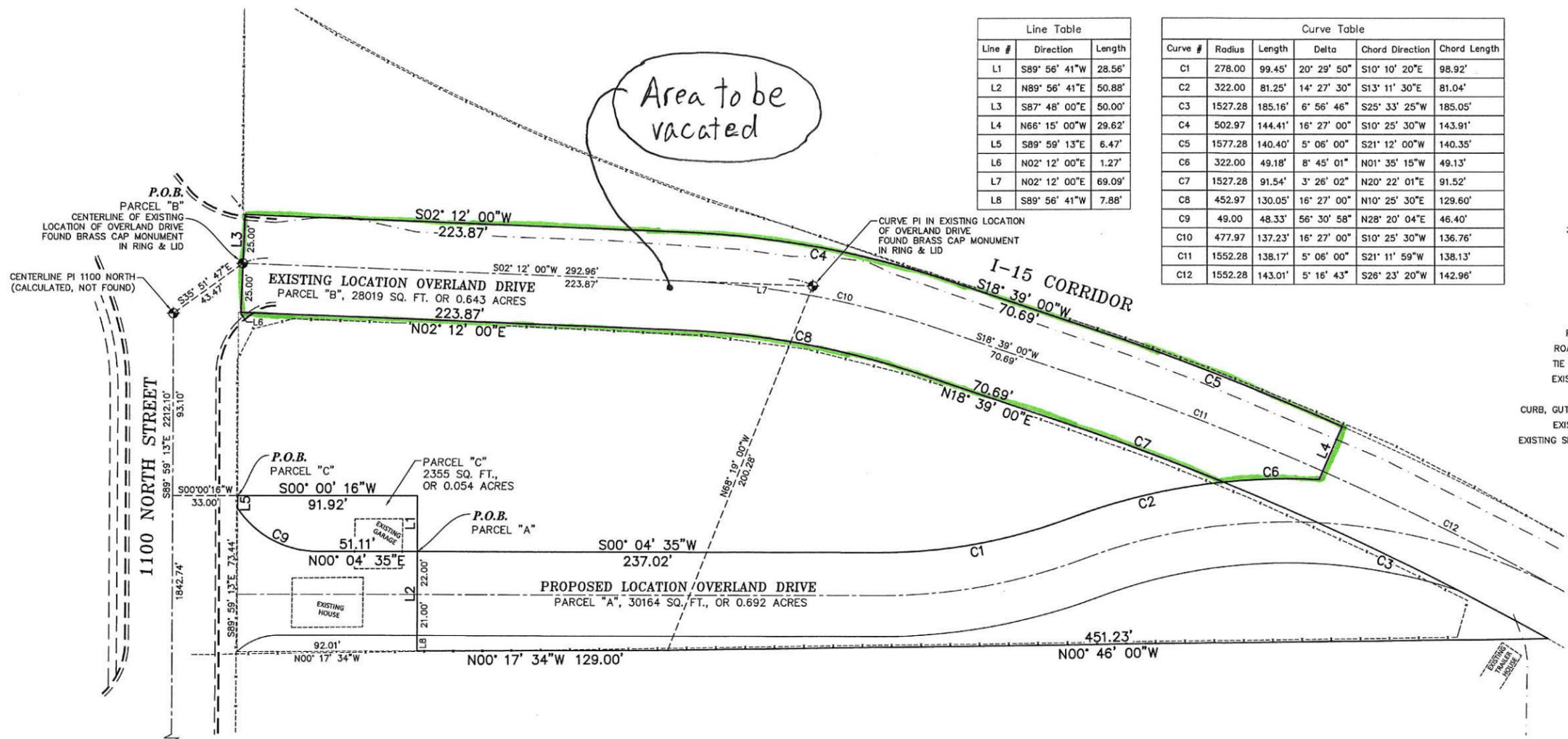
The City Council is required to hold a public hearing prior to acting on this ordinance and so a public hearing has been advertised for this proposed vacation.

POSSIBLE MOTION

I move that the City Council adopt Ordinance No. 2015-01: An ordinance vacating a portion of the Overland Drive right-of-way.

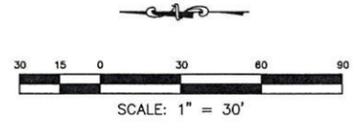
Attachments

1. Ordinance 2015-01
2. Survey drawing – Exhibit “A”



Line Table		
Line #	Direction	Length
L1	S89° 56' 41"W	28.56'
L2	N89° 56' 41"E	50.88'
L3	S87° 48' 00"E	50.00'
L4	N66° 15' 00"W	29.62'
L5	S89° 59' 13"E	6.47'
L6	N02° 12' 00"E	1.27'
L7	N02° 12' 00"E	69.09'
L8	S89° 56' 41"W	7.88'

Curve Table					
Curve #	Radius	Length	Delta	Chord Direction	Chord Length
C1	278.00	99.45'	20° 29' 50"	S10° 10' 20"E	98.92'
C2	322.00	81.25'	14° 27' 30"	S13° 11' 30"E	81.04'
C3	1527.28	185.16'	6° 56' 46"	S25° 33' 25"W	185.05'
C4	502.97	144.41'	16° 27' 00"	S10° 25' 30"W	143.91'
C5	1577.28	140.40'	5° 06' 00"	S21° 12' 00"W	140.35'
C6	322.00	49.18'	8° 45' 01"	N01° 35' 15"W	49.13'
C7	1527.28	91.54'	3° 26' 02"	N20° 22' 01"E	91.52'
C8	452.97	130.05'	16° 27' 00"	N10° 25' 30"E	129.60'
C9	49.00	48.33'	56° 30' 58"	N28° 20' 04"E	46.40'
C10	477.97	137.23'	16° 27' 00"	S10° 25' 30"W	136.76'
C11	1552.28	138.17'	5° 06' 00"	S21° 11' 59"W	138.13'
C12	1552.28	143.01'	5° 16' 43"	S26° 23' 20"W	142.96'



LEGEND	
PROPERTY LINE	---
ROAD CENTERLINE	---
TIE TO MONUMENT	---
EXISTING ASPHALT	---
FENCE LINE	---
CURB, GUTTER, SIDEWALK	---
EXISTING BUILDING	---
EXISTING SPOT ELEVATION	@ 4904.04 GR



NEW DESCRIPTIONS

PARCEL "A" -- PROPOSED OVERLAND DRIVE LOCATION

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 89°54'12" EAST 4986.96 FEET ALONG THE CENTERLINE OF 1100 NORTH STREET FROM THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND REDWOOD ROAD TO THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND MAIN STREET, AND SOUTH 89°59'13" EAST 276.26 FEET ALONG THE CENTERLINE OF SAID 1100 NORTH STREET TO THE WEST SECTION LINE OF SAID SECTION 36 TO A POINT SOUTH 00°10'28" EAST 824.93 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36, AND SOUTH 89°59'13" EAST 1842.74 FEET ALONG SAID CENTERLINE, AND SOUTH 0°00'16" WEST 124.92 FEET, AND SOUTH 89°56'41" WEST 28.56 FEET TO THE TRUE POINT OF BEGINNING, AND RUNNING THENCE SOUTH 0°04'35" WEST 237.02 FEET TO A TANGENT POINT ON A 278.00-FOOT RADIUS CURVE TO THE LEFT;

THENCE SOUTHERLY 99.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°29'50", CHORD BEARS SOUTH 10°10'20" EAST 98.92 FEET TO A POINT OF REVERSE CURVATURE WITH A 322.00-FOOT RADIUS CURVE TO THE RIGHT;

THENCE SOUTHERLY 81.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°27'30", CHORD BEARS SOUTH 13°11'30" EAST 81.04 FEET TO A NON-TANGENT, 1527.28-FOOT RADIUS CURVE TO THE RIGHT, SAID POINT BEING ON THE EXISTING WESTERLY RIGHT-OF-WAY OF OVERLAND DRIVE;

THENCE SOUTHWESTERLY 185.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 6°56'46", CHORD BEARS SOUTH 25°33'25" WEST 185.05 FEET;

THENCE NORTH 0°46'00" WEST 451.23 FEET TO A POINT THAT IS NORTH 68°19'00" WEST 200.28 FEET FROM A COUNTY MONUMENT AT THE CURVE PI ON THE CENTERLINE OF OVERLAND DRIVE;

THENCE NORTH 0°17'34" WEST 129.00 FEET;

THENCE NORTH 89°56'41" EAST 50.88 FEET TO THE POINT OF BEGINNING, CONTAINS 0.692 ACRES.

PARCEL "B" -- EXISTING LOCATION OF OVERLAND DRIVE

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 89°54'12" EAST 4986.96 FEET ALONG THE CENTERLINE OF 1100 NORTH STREET FROM THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND REDWOOD ROAD TO THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND MAIN STREET, AND SOUTH 89°59'13" EAST 276.26 FEET ALONG THE CENTERLINE OF SAID 1100 NORTH STREET TO THE WEST SECTION LINE OF SAID SECTION 36 TO A POINT SOUTH 00°10'28" EAST 824.93 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36, AND SOUTH 89°59'13" EAST 1935.84 FEET ALONG SAID CENTERLINE TO A CALCULATED MONUMENT ON THE EAST END OF SAID 1100 NORTH STREET, AND SOUTH 35°51'47" EAST 43.47 FEET TO A MONUMENT ON THE SOUTH RIGHT-OF-WAY LINE OF 1100 NORTH AND THE CENTERLINE OF THE EXISTING LOCATION OVERLAND DRIVE, SAID POINT BEING THE TRUE POINT OF BEGINNING, AND RUNNING

THENCE SOUTH 87°48'00" EAST 25.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE EXISTING LOCATION OF OVERLAND DRIVE;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOUR (4) COURSES:

- (1) SOUTH 2°12'00" WEST 223.87 FEET TO A TANGENT POINT ON A 502.97-FOOT RADIUS CURVE TO THE RIGHT,
- (2) SOUTHERLY 144.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°27'00", CHORD BEARS SOUTH 10°25'30" WEST 143.91 FEET,
- (3) SOUTH 18°39'00" WEST 70.69 FEET TO A TANGENT POINT ON A 1577.28-FOOT RADIUS CURVE TO THE RIGHT,
- (4) SOUTHERLY 140.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 5°06'00", CHORD BEARS SOUTH 21°12'00" WEST 140.35 FEET;

THENCE NORTH 66°15'00" WEST 29.62 FEET TO A NON-TANGENT 322.00-FOOT RADIUS CURVE TO THE LEFT;

THENCE NORTHERLY 49.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°45'01", CHORDS BEARS NORTH 01°35'15" WEST 49.13 FEET TO A POINT ON A NON-TANGENT 1527.28-FOOT RADIUS CURVE TO THE LEFT, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF THE EXISTING LOCATION OF OVERLAND DRIVE;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FOUR (4) COURSES:

- (1) NORTHERLY 91.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°26'02", CHORD BEARS NORTH 20°22'01" EAST 91.52 FEET,
- (2) NORTH 18°39'00" EAST 70.69 FEET TO A TANGENT POINT ON A 452.97-FOOT RADIUS CURVE TO THE LEFT;
- (3) NORTHERLY 130.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°27'00", CHORD BEARS NORTH 10°25'30" EAST 129.60 FEET,
- (4) NORTH 2°12'00" EAST 223.87 FEET TO THE SOUTH LINE OF 1100 NORTH STREET;

THENCE SOUTH 87°48'00" EAST 25.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, CONTAINS 0.643 ACRES.

PARCEL "C"

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, ALSO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 89°54'12" EAST 4986.96 FEET ALONG THE CENTERLINE OF 1100 NORTH STREET FROM THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND REDWOOD ROAD TO THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND MAIN STREET, AND SOUTH 89°59'13" EAST 276.26 FEET ALONG THE CENTERLINE OF SAID 1100 NORTH STREET TO THE WEST SECTION LINE OF SAID SECTION 36 TO A POINT SOUTH 00°10'28" EAST 824.93 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 36, AND SOUTH 89°59'13" EAST 1842.74 FEET ALONG SAID CENTERLINE, AND SOUTH 0°00'16" WEST 33.00 FEET TO THE SOUTH LINE OF SAID 1100 NORTH STREET AND THE TRUE POINT OF BEGINNING, AND RUNNING

THENCE SOUTH 0°00'16" WEST 91.92 FEET;

THENCE SOUTH 89°56'41" WEST 28.56 FEET;

THENCE NORTH 0°04'35" EAST 51.11 FEET TO A TANGENT POINT ON A 49.00-FOOT RADIUS CURVE TO THE RIGHT;

THENCE NORTHEASTERLY 48.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°30'58", CHORD BEARS NORTH 28°20'04" EAST 46.40 FEET, TO THE SOUTH LINE OF SAID 1100 NORTH STREET;

THENCE SOUTH 89°59'13" EAST 6.47 FEET TO THE POINT OF BEGINNING, CONTAINS 0.054 ACRES.

Exhibit "A"

H HILL & ARGYLE, Inc.
 Engineering and Surveying
 181 North 200 West, Suite #4, Bountiful, Utah 84010
 (801) 298-2236 Phone, (801) 298-5983 Fax

CITY OF NORTH SALT LAKE

PARCELS OF LAND FOR NEW OVERLAND DRIVE LOCATION
 LOCATED IN THE SW 1/4 OF SECTION 36, T.2N., R.1W., S.L.B.&M.
 NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

DRAWN BY: JRC	DATE: 12/09/14
APPROVED: VRL	DATE: 12/22/14
REV: 1	DATE:
SHEET 1	OF 1
SHEET NAME: PARCELS	
DRAWING NAME: OVERLAND DRIVE	
PROJECT NO: 14-355	

ORDINANCE NO. 2015-01

**AN ORDINANCE VACATING A PORTION OF THE
OVERLAND DRIVE PUBLIC RIGHT OF WAY IN THE
CITY OF NORTH SALT LAKE, UTAH AND
ESTABLISHING AN EFFECTIVE DATE**

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

WHEREAS, the City has the desire to relocate Overland Drive from its currently planned location to a different location in conjunction with the rebuilding of the intersection of 2600 South (1100 North) and Interstate 15; and

WHEREAS, lawful notice of a public meeting has been given pursuant to 10-9a-208 of the Utah Code and North Salt Lake City Code; and

WHEREAS, the North Salt Lake City Council has conducted a public hearing on this matter and determined that there is good cause for vacating the subject right of way and that it is in the best interest of the City of North Salt Lake and its citizens to take such action.

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

Section 1. Vacation of a portion of Overland Drive right of way.

(A) The property described in Exhibit A and making up a portion of the public right of way known as Overland Drive located in the City of North Salt Lake is hereby vacated.

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.

Effective Date. This Ordinance shall become effective upon passing.

Passed by the Governing Body this 6th day of January, 2015.

CITY OF NORTH SALT LAKE

By:

LEONARD K. ARAVE
Mayor

Attest:

By:

D. BARRY EDWARDS
City Recorder

City Council Vote as Recorded:

Council Member Horrocks _____
Council Member Jacobson _____
Council Member Jensen _____
Council Member Mumford _____
Council Member Porter _____

Exhibit A

PORTION OF OVERLAND DRIVE TO BE VACATED

A parcel of land in the Southwest Quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, also being described as follows:

Beginning at a point being North $89^{\circ}54'12''$ East 4,986.96 feet along the centerline of 1100 North Street from the monument at the intersection of 1100 North Street and Redwood Road to the monument at the intersection of 1100 North Street and Main Street, and South $89^{\circ}59'13''$ East 276.26 feet along the centerline of said 1100 North Street to the West Section Line of said Section 36 to a point South $00^{\circ}10'28''$ East 824.93 feet from the West Quarter Corner of said Section 36, and South $89^{\circ}59'13''$ East 1,935.84 feet along said centerline to a calculated monument on the East end of said 1100 North Street, and South $35^{\circ}51'47''$ East 43.47 feet to a monument on the South right-of-way line of 1100 North Street and the centerline of the existing location of Overland Drive, said point being the true point of beginning, and running thence; South $87^{\circ}48'00''$ East 25.00 feet to the Easterly right-of-way line of the existing location of Overland Drive; thence along said Easterly line the following four (4) courses: 1) South $2^{\circ}12'00''$ West 223.87 feet to a tangent point on a 502.97 foot radius curve to the right 2) Southerly 144.41 feet along said curve through a central angle of $16^{\circ}27'00''$, chord bears South $10^{\circ}25'30''$ West 143.91 feet 3) South $18^{\circ}39'00''$ West 70.69 feet to a tangent point on a 1,577.28 feet radius curve to the right 4) Southerly 140.40 feet along said curve through a central angle of $5^{\circ}06'00''$, chord bears South $21^{\circ}12'00''$ West 140.35 feet; thence North $66^{\circ}15'00''$ West 29.62 feet to a non-tangent 322.00 foot radius curve to the left; thence Northerly 49.18 feet along said curve through a central angle of $8^{\circ}45'01''$, chord bears North $01^{\circ}35'15''$ West 49.13 feet to a point on a non-tangent 1,527.28 foot radius curve to the left, said point being on the Westerly right-of-way line of the existing location of Overland Drive; thence along said Westerly line the following four (4) courses: 1) Northerly 91.54 feet along said curve through a central angle of $3^{\circ}26'02''$, chord bears North $20^{\circ}22'01''$ East 91.52 feet 2) North $18^{\circ}39'00''$ East 70.69 feet to a tangent point on a 452.97 foot radius curve to the left 3) Northerly 130.05 feet along said curve through a central angle of $16^{\circ}27'00''$, chord bears North $10^{\circ}25'30''$ East 129.60 feet 4) North $2^{\circ}12'00''$ East 223.87 feet to the South line of 1100 North Street; thence South $87^{\circ}48'00''$ East 25.00 feet along said South line to the point of beginning. Contains 0.643 acres



NORTH SALT LAKE COMMUNITY AND ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, Assistant City Manager

DATE: January 6, 2014

SUBJECT: Proposed agreement for the proposed real estate purchase agreement for property for a canoe take-out facility.

RECOMMENDATION

I recommend approval of the proposed real estate purchase agreement for property for a canoe take-out facility.

BACKGROUND

The attached real estate purchase agreement is for the property that the City has been trying to acquire for the purpose of constructing a canoe take-out facility. You may recall that the Council authorized staff to make a counter-offer to the property owner. The property owner has rejected that offer and is proposing the attached agreement.

Funds for this transaction will be reimbursed by the State of Utah. Staff from the Division of Natural Resources has indicated to us that they are prepared to invest up to \$100,000 in this project. We do not have an official approval, but we believe that we can obtain those funds as soon as this project is approved.

POSSIBLE MOTION

I move that the City Council approve the real estate purchase agreement for the acquisition of property for a canoe take-out facility.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of the ___ day of January, 2015, by and between **Center Street Company, L.C., a Utah limited liability company**, as "Seller", and **The City of North Salt Lake, a Utah Municipal Corporation**, as "Buyer".

1. Purchase and Sale of Property. Buyer hereby agrees to purchase and Seller hereby agrees to sell that certain unimproved real property of consisting of approximately 14,052 square feet or 0.3226 acres of vacant property in North Salt Lake, Utah, as more particularly described in Exhibit "A" attached hereto (the "Property"), on the terms and conditions set forth in this Agreement. The Property is the southernmost portion of Davis County Tax Parcel 01-098-0003, consisting of approximately 3.7 acres ("Parcel 01-098-0003")

2 Purchase Price. The Purchase Price for the Property is sixty-five thousand dollars (\$65,000), all of which shall be paid on closing.

3. Additional Terms.

a. Seller shall convey the Property to Buyer by special warranty deed using a metes and bounds legal description.

b. Buyer, acting as the land use authority for the City of North Salt Lake, shall be responsible for assuring that the division of the Property from the remainder of Parcel 01-098-0003 is legally effectuated such that the remainder of Parcel 01-098-0003 is a legally created parcel. If a subdivision plat is required to separate the Property from the remainder of Parcel 01-098-0003, Buyer shall be responsible for preparing and obtain approval of the same.

c. Buyer shall pay or cause the Davis County Assessor to waive any greenbelt rollback taxes that may be assessed against the Property by virtue of its removal from taxation under the Utah Farmland Assessment Act.

d. Buyer hereby accepts the Property in its "as is, where is" condition. Except for the warranties as to title contained in the special warranty deed or provided elsewhere in this Agreement, Seller makes no representation or warranty regarding the Property.

4. Non-Contingent Transaction. Except as otherwise specifically set forth in this Agreement, the purchase of the Property by Buyer is not conditioned or contingent upon Buyer's approval of any inspection, test or evaluation of the Property, any appraisal or other report concerning the Property, any governmental approval relating to the Property, or any act or event under the control of any third party.

5. Closing and Closing Costs. This transaction shall be closed on or before November 30, 2014 (the "Closing" or the "Closing Date"), through First American Title Insurance Company, 215 South State, Suite 280, Salt Lake City, UT, 84111, attention Mary Lou Webster, mlwebster@firstam.com, 801-578-8811 (the "Closing Office"). At the Closing Buyer and Seller shall deposit with the closing office all documents necessary to

complete the purchase and sale of the subject property in accordance with this Agreement. Closing shall occur when: Buyer and Seller have signed and delivered to each other all documents required by this Agreement; the monies required to be paid under this Agreement have been delivered to the closing office in the form of a City check; and all required documents have been recorded. Buyer shall pay any fee charged by the Closing Office to act as escrow holder for this transaction. Real estate taxes shall be prorated through the Closing Date. Buyer shall pay such other closing costs, such as recording fees and title insurance, as is customary in Davis County, Utah, for real estate transactions.

6. Representations and Warranties.

(a) Seller hereby represents and warrants that Seller has full power and authority to execute and deliver this Agreement and to sell the Property to Buyer on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Seller have full power and authority to bind Seller to the terms of this Agreement.

(b) Buyer represents and warrants that Buyer has full power and authority to execute and deliver this Agreement and to purchase the Property from Seller on the terms and conditions set forth herein. The person or persons signing this Agreement on behalf of Buyer have full power and authority to bind Buyer to the terms of this Agreement.

7. Unavoidable Delay; Time is of the Essence. In the event that this sale cannot be closed by the Closing Date, or any act performed within the time period provided herein, solely due to the interruption of transport, strikes, fire, flood extreme weather, government regulations, acts of God, or similar occurrences beyond the control of Buyer and Seller, then the Closing Date or such other time period provided herein shall be extended beyond the cessation of such condition, but in no event by more than three (3) days of such cessation. Thereafter, time is of the essence. Other than as stated in this paragraph, all extensions of time must be agreed to in writing by the parties.

8. Possession. Seller shall delivered possession of the Property immediately upon closing unless otherwise specifically agreed in writing.

9. Right of Entry. Buyer shall have the right to enter and inspect the Property, prior to the closing, only by appointment and agreement with the Seller.

10. Complete Agreement - No Oral Agreements. This Agreement constitutes the complete and entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, warranties, understandings or agreement between the parties. There are no oral agreements which modify or affect this Agreement. This Agreement cannot be changed, altered modified or amended except by mutual written agreement of the parties. This Agreement may be executed in multiple counterparts and by electronic transmission.

11. Agreement Not Assignable By Buyer. Buyer shall have no right to assign its rights or duties under this Agreement without the prior written consent of Seller first had and obtained. Any attempted assignment by Buyer shall render this Agreement void.

12. No Brokerage. Neither Buyer nor Seller are represented by a real estate broker in this transaction and each party agrees to indemnify and hold harmless the other from any claims, cost and expense, including attorneys' fees, made through such party against the other for a real estate brokerage commission or other fee related to this transaction.

13. Notices. All notices under this Agreement shall either hand delivered or be sent by certified mail, return receipt requested, addressed as follows:

If to seller: Center Street Company
Attn: Christopher F. Robinson, Manager
925 West 100 North, Suite F
P.O. Box 540478
North Salt Lake, UT, 84054
Email: crobinson@theensigngroup.com
Telephone: 801-599-4397

If to Buyer: Manager
City of North Salt Lake
10 East Center Street
North Salt Lake, Utah, 84054

14. Default: Attorney's Fees. Both parties agree that should either party default in any of the covenants and agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing or terminating this Agreement, or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Utah without regard to its conflicts o flaws provisions.

16. Survival. Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement shall survive the Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES FOLLOW ON NEXT PAGE]

Executed by Buyer and Seller as of the date first above written.

Seller:

CENTER STREET COMPANY, L.C.,
A Utah limited liability company

By: _____
Christopher F. Robinson, Manager

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2014, personally appeared before me
Christopher F. Robinson, the signer of this instrument, who duly acknowledged to me
that he executed the same.

NOTARY PUBLIC

Buyer:

CITY OF NORTH SALT LAKE

By: _____
ITS: MANAGER

Attest:

CITY RECORDER

EXHIBIT "A"
GRAPHIC DEPICTION
OF
THE PROPERTY
[SEE ATTACHED]



NORTH SALT LAKE COMMUNITY AND ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, Assistant City Manager

DATE: January 6, 2014

SUBJECT: Proposed agreement for the acquisition of North Towne Lane

RECOMMENDATION

I recommend approval of the proposed North Towne Lane Acquisition Agreement.

BACKGROUND

As you know, the City Council responded to a request by the North Towne Station Home Owner's Association to consider taking ownership and responsibility for North Towne Lane. On September 16, 2014 the Council approved a proposal to take ownership of this street and then perform the work needed to bring it up to an acceptable standard of operation (see attached minutes). That approval also included the idea that the North Towne Station HOA also participate in the costs to make the needed repairs to this roadway.

The attached agreement has been prepared in order to complete the transfer of ownership of North Towne Lane and perform the subsequent repairs that must be made to that road. Specifically, it requires ownership of the road to be transferred to the City by deed, identifies the general improvements that will be undertaken by the City and establishes a level of financial participation by the HOA that reflects the Council's direction from the September 16th approval.

POSSIBLE MOTION

I move that the City Council approve the North Towne Lane Acquisition Agreement.

NORTH TOWNE LANE ACQUISITION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this ___ day of January, 2015 (the "Effective Date") by and between North Towne Station HOA, (together with its successors and assigns, the "Owner") and City of North Salt Lake, a Utah municipal corporation (the "City").

RECITALS

A. Owner is the home owner's association for North Towne Station, a residential development in the City that contains private roadways, among other amenities. The principal private roadway in North Towne Station runs east and west between Main Street and US Highway 89 and is known as North Towne Lane.

B. Since North Towne Lane connects Main Street and US Highway 89 and is not gated, Owner asserts and the City agrees that North Towne Lane is used by the public at large as a means of local traffic circulation. Because of this use of North Towne Lane as an important street for the public's use, the Parties now desire to transfer ownership and maintenance responsibilities related to this street to the City.

C. The Parties have previously negotiated terms under which they would both be willing to effectuate a transaction that would make North Towne Lane a public street and now wish to formally enter into an agreement setting forth those terms.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises hereinafter set forth, Owner and City hereby covenant and agree as follows:

1. Transfer of ownership of North Towne Lane. Subject to all the terms and conditions of this Agreement, Owner hereby covenants and agrees to convey to City by special warranty deed the property described in Exhibit A (hereinafter known as the "Property"). The Property represents and is intended to include the street right of way known as North Towne Lane located within the North Towne Station PUD.

2. Payment to City by Owner. Owner and City acknowledge that North Towne Lane is currently in need of repair and ongoing maintenance. The City has estimated the costs to make needed repairs to be \$106,512 and has determined that the Owner should be responsible for \$46,595 of those costs. In addition, City agrees that Owner shall receive a discount of \$5,056 which is equal to the estimated share of maintenance responsibility attributable to the Wash It Car Wash, Inc. land use located on the northwest corner of North Towne Lane and US Highway 89.

3. Method of payment. Owner hereby agrees to pay \$10,000 to City within ninety (90) days of the execution of this Agreement and a payment of \$6,308 for five consecutive years which payment shall be due on January 1st of each calendar year beginning on January 1, 2016

10. Complete Agreement. This Agreement, including the Exhibits hereto and the other instruments, agreements and documents delivered pursuant to this Agreement, contains the entire agreement between the parties with respect to the subject matter hereof.

11. Headings. The headings and descriptive titles of sections and paragraphs contained in this Agreement have been included for administrative convenience or reference only and are not to be construed or interpreted as substantive provisions of this Agreement nor to control or influence the construction or interpretation of the substantive provisions.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the date first above written.

ATTEST:

CITY OF NORTH SALT LAKE,
a Utah municipal corporation

City Recorder

By: _____
Mayor

NORTH TOWNE STATION HOA

By: _____
Glade Nelson, its President

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ___ day of _____, 2015, personally appeared before me Glade Nelson, who being duly sworn, did say that he is the President of the North Towne Station HOA and that the foregoing instrument was signed in behalf of said entity and said Glade Nelson acknowledged to me that he executed the same.

NOTARY PUBLIC

EXHIBIT "A"

Legal Description of the Property

That certain real property located in Davis County, State of Utah, more particularly described as follows:

A strip of land known as North Towne Lane to be dedicated as a public road, located in the Southwest Quarter of Section 1 and the Southeast Quarter of Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian, being described as follows:

Beginning at a point that is North 90°00'00" West 355.99 feet and North 00°00'00" East 687.50 feet to a point on the east line of Main Street at a corner of the North Towne Station Planned Unit Development and North 00°03'00" West 5.92 feet along the westerly line of said Planned Unit Development from the Southwest Corner of said Section 1, said point also being South 59°23'55" East 38.37 feet from a monument at the intersection of Main Street and said North Towne Lane, and running thence North 00°03'00" West 40.00 feet along the Westerly line of said Planned Unit Development; thence North 89°11'05" East 406.11 feet; thence North 00°48'55" West 9.00 feet; thence North 89°11'05" East 113.88 feet; thence South 67°58'20" East 142.42 feet to the Westerly right-of-way of US Highway 89; thence South 22°00'53" West 48.86 feet along said Westerly line; thence North 67°58'20" West 156.94 feet; thence South 21°47'33" West 10.40 feet; thence South 89°11'05" West 484.18 feet to the point of beginning.

Contains 0.647 acres

EXHIBIT "B"

 North Salt Lake City Engineering Department NorthTowne Lane Improvements				
Estimated by: PAO		Project No. 12-043		
Checked by:		Date: June 2, 2014		
Engineering Estimate - Full Reconstruction				
Item Description	Units	Quantity	Unit Price	Amount
Mobilization	LS	1	\$5,000.00	\$5,000.00
Sawcut asphalt	LF	70	\$1.00	\$70.00
Remove asphalt and haul away	SY	1900	\$4.60	\$8,740.00
Excavate soft areas to 24" below grade	CY	100	\$15.50	\$1,550.00
4" cobble rock	Tons	120	\$20.00	\$2,400.00
Untreated roadbase 8" thick	Tons	200	\$28.00	\$5,600.00
Asphalt 3" thick, including tack coat	Tons	350	\$70.00	\$24,500.00
Remove & replace concrete for ADA ramps	Each	8	\$1,600.00	\$12,800.00
Street light	Each	3	\$2,500.00	\$7,500.00
Remove & replace 4' wide sidewalk	LF	400	\$25.00	\$10,000.00
Remove & replace curb & gutter	LF	150	\$38.00	\$5,700.00
Adjust manholes and valve boxes to final grade	Each	7	\$700.00	\$4,900.00
Subtotal				\$88,760.00
Contingencies			20%	\$17,752.00
Full Reconstruction Estimate				\$106,512.00
Engineering Estimate - Street Maintenance				
Item Description	Units	Quantity	Unit Price	Amount
Remove & replace 4' wide sidewalk	LF	400	\$25.00	\$10,000.00
Remove & replace curb & gutter	LF	150	\$38.00	\$5,700.00
Crack seal	LS	1	\$3,000.00	\$3,000.00
2" asphalt overlay	Tons	300	\$70.00	\$21,000.00
Adjust manholes and valve boxes to final grade	Each	7	\$700.00	\$4,900.00
Slurry seal	SY	1900	\$1.05	\$1,995.00
Street Maintenance Estimate				\$46,595.00

ORDINANCE NO. 2015-02

**AN ORDINANCE CLARIFYING AND ESTABLISHING
IMPACT FEES FOR THE CITY OF NORTH SALT LAKE'S
CULINARY WATER SYSTEM**

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

Section 1. Fee Adoption. The following fee schedule is hereby adopted by the City of North Salt Lake (“*the City*”):

Culinary Water Related:

(A) All Commercial & Industrial Areas

<u>Lateral Size</u>	<u>Connection Fee</u>	<u>Impact Fee*</u>
3/4”	\$ 350.00	\$ 3,250.00
1”	\$ 400.00	\$ 6,500.00
1-1/2”	\$ 800.00	\$ 19,500.00
2”	\$ 1,800.00	\$ 38,200.00
3”	\$ 3,900.00	\$108,800.00
4”	\$4,800.00	\$217,950.00

(B) All Residential Areas

1. Service Area #1 - Foxboro Area (West of Redwood Road)

<u>Dwelling Type</u>	<u>Connection Fee</u>	<u>Impact Fee**</u>
Single Family	\$350.00	\$2,700.00
Multiple Family (per Dwelling)	\$350.00	\$2,700.00

2. Service Area #2 – All Other (Remainder of) City Areas

<u>Dwelling Type</u>	<u>Connection Fee</u>	<u>Impact Fee**</u>
Single Family with 3/4” lateral	\$350.00	\$3,250.00
Single Family with 1” lateral	\$400.00	\$6,500.00
Multiple Family(per Dwelling)***	\$350.00	\$3,250.00

**In all commercial & industrial developments, the culinary water impact fee will be assessed on each individual permit*

***In all residential developments, 100% of the culinary water impact fee is to be paid by the applicant at the time of development approval.*

****Separate connections to outdoor culinary water for landscape purposes shall be based on lateral size as shown in the “Commercial & Industrial Areas” table above.*

Section 2. Application. These fees amend, revise, and supersede all previous related charges and costs whether the fees, charges or costs were adopted by ordinance or resolution. *All fee amounts to be paid are those which are in force at the time fee payment is required by the City.*

Section 3. Effective Date. This Ordinance shall become effective upon passing.

Passed by the Governing Body this 6th day of January, 2015.

CITY OF NORTH SALT LAKE

By:

LEONARD K. ARAVE
Mayor

Attest:

By:

D. BARRY EDWARDS
City Recorder

City Council Vote as Recorded:

Council Member Horrocks _____
Council Member Jacobson _____
Council Member Jensen _____
Council Member Mumford _____
Council Member Porter _____