



CITY OF NORTH SALT LAKE

NORTH SALT LAKE CITY COUNCIL

NOTICE & AGENDA

May 19, 2015

7:00 p.m.

Posted May 14, 2015

Notice is given that the North Salt Lake City Council will hold a regular meeting on TUESDAY, MAY 19, 2015 at 7:00 p.m. A work session will be held at 6:00 p.m. in the Council Conference Room at City Hall, followed by the regular session at 7:00 p.m. in the Council Chambers. 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 Department Report – Public Works & Engineering
- 6:20 Department Report – Golf
- 6:30 Action Items
- 6:35 City Council Minutes – May 5, 2015 and May 7, 2015
- 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 Horrocks
- 7:05 Citizen Comment
- 7:20 Consideration of bid award for a portion of, or all, the Eaglepointe Landslide Remediation Plan
- 7:30 Consideration of site plan for Verizon Wireless communication facility on Eaglewood Golf Course – Daniel Thurgood
- 7:45 Discussion and action of Wild Rose Trail encroachments behind Country Court
- 7:55 Consideration of Ordinance 2015-14: An ordinance related to a temporary moratorium on development applications for properties in the Town Center which are zoned Commercial Highway (C-H)
- 8:05 Public hearing and consideration of Resolution 2015-16R adopting an amendment to increase the Fiscal Year 2014-15 General, Redevelopment Agency (RDA), Debt Service, Capital Projects, Parks Capital Projects, Road Capital Projects, Culinary Water, Irrigation Water, Storm Water, Solid Waste, Golf and Fleet Internal Service funds budgets
- 8:15 Public hearing and consideration of Resolution 2015-17R adopting the next Fiscal Year 2015-2016 General, Redevelopment Agency (RDA), Debt Service, Capital Projects, Enterprise, and Internal Service funds budgets
- 8:25 Award bid for miscellaneous street preservations – High Density Mineral Bond (HA5) to Holbrook Asphalt for \$184,000
- 8:30 City Attorney's Report
- 8:35 City Manager's Report
- 8:40 Adjourn into closed session
- 8:45 Closed session to discuss pending or imminent litigation and the purchase or sale of real property

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

Notice of Posting:

I, the duly appointed deputy recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 14th day of May, 2015.

Dated this 14th day of May, 2015.

Lynnda D. Horrocks



Action Items (for May 19, 2015)

Item	Chair	Committee	Description
NEW			
1	Paul Ken		Resident Janyce Nestman, 761 Parkway Lane, asked that City look at lot on Parkway Circle comprised of "solid fill dirt." <i>(Jerry is aware of it. Any building will require geotech studies.)</i>
2			City staff to review fencing (on east side?) around landslide edge to look for possible unsafe access/safety hazard. <i>The city needs permission to access property for any fencing.</i>
OLD			
1	Jon		Staff to look at cost of providing dumpsters for one full week, 2/year, for Citywide cleanup next year. Cost to be presented to Council for decision on whether to extend. <i>Jon will put together a summary.</i>
2	Jon		Uniting Neighbors event to thin scrub oak with volunteers needed to help trim. Date to be set and coordinated with State for wood chipper services. (Council Member Porter) <i>Jon has emailed Stan to offer support.</i>
3	Paul		Involve area residents to help with Deer Hollow Park playground restoration. Staff to discuss what residents could help with and involve Deer Hollow Park committee. <i>Expect concept plans in next few weeks and will contact Lisa Baskin.</i>
4	Paul		Staff to provide pricing of replacing sand with bark in playgrounds and adding sandbox areas to these parks. <i>In process – have included \$30K in next year's budget to complete process. Will bring proposal to CC to build sandboxes.</i>
5	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 and review Draper's ordinances. <i>NSL moratorium ordinance passed 5-5-15. David & Ken working on additional items.</i>
6	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 perform regular inspections. Ken will put together a map.</i>
7	Barry	Craig	What is train protocol when crossing arms are down at the NSL crossings? <i>Meeting to be scheduled with Union Pacific and Big West (waiting to hear back). Big West has indicated they would be willing to work with the city where possible.</i>

1 NORTH SALT LAKE CITY
2 CITY COUNCIL MEETING-WORK SESSION
3 MAY 5, 2015
4

5 **DRAFT**
6

7 Mayor Arave called the meeting to order at 6:00 p.m.
8

9 PRESENT: Mayor Len Arave
10 Council Member Brian Horrocks
11 Council Member Conrad Jacobson
12 Council Member Stan Porter
13 Council Member Matt Jensen
14 Council Member Ryan Mumford
15

16 STAFF PRESENT: Barry Edwards, City Manager; Ken Leetham, Assistant City Manager and
17 Community and Economic Development Director; Jon Rueckert, Assistant Public Works
18 Director; Janice Larsen, Finance Director; Chief Craig Black, Police Chief; David Church, City
19 Attorney; Brent Moyes, Golf Course Director, Linda Horrocks, Deputy Recorder; Andrea
20 Bradford, Minutes Secretary.
21

22 OTHERS PRESENT: Brad Hasty, Questar Gas Company; Matt Finnegan, Kern River.
23

24 1. ADJOURN INTO CLOSED SESSION
25

26 **At 6:02 p.m. Council Member Jacobson moved to go into closed session to discuss**
27 **imminent or pending litigation. Council Member Jensen seconded the motion. The motion**
28 **was approved by Council Members Horrocks, Jensen, Porter, Mumford and Jacobson.**
29

30 2. CLOSED SESSION TO DISCUSS PENDING OR REASONABLY IMMINENT
31 LITIGATION, AND THE PURCHASE, SALE, EXCHANGE OR LEASE OF REAL
32 PROPERTY
33

34 **At 6:59 p.m. Council Member Jacobson moved to go out of closed session and back into**
35 **regular session. Council Member Mumford seconded the motion. The motion was**
36 **approved by Council Members Horrocks, Jensen, Porter, Mumford and Jacobson.**
37

38 3. ADJOURN
39

40 Mayor Arave adjourned the meeting at 6:59 p.m. to begin the regular session.

41 NORTH SALT LAKE CITY
42 CITY COUNCIL MEETING-REGULAR SESSION
43 MAY 5, 2015
44

45 **DRAFT**
46

47 Mayor Arave called the meeting to order at 7:09 p.m. Council Member Stan Porter offered the
48 invocation and Prince Seminario, BSA Troop 884, led those present in the Pledge of Allegiance.
49

50 PRESENT: Mayor Len Arave
51 Council Member Brian Horrocks
52 Council Member Conrad Jacobson
53 Council Member Stan Porter
54 Council Member Matt Jensen
55 Council Member Ryan Mumford
56

57 STAFF PRESENT: Barry Edwards, City Manager; Ken Leetham, Assistant City Manager and
58 Community and Economic Development Director; Jon Rueckert, Assistant Public Works
59 Director; Janice Larsen, Finance Director; Chief Craig Black, Police Chief; David Church, City
60 Attorney; Brent Moyes, Golf Course Director, Linda Horrocks, Deputy Recorder; Andrea
61 Bradford, Minutes Secretary.
62

63 OTHERS PRESENT: Chris Faulhaber, Granite Construction; James Hood, Jen Hood, Chris
64 Evans, Jon Evans, Karen Cox, M. Lee Cox, Judy Bird, Sanford Speck, Sandra Speck, Muhmmad
65 Awan, Matt Canhen, Susan Bendig, Paul Evans, Becca Taylor, Jeff Brimhall, Rodney Johnsen
66 Cheri Greenburg, Rob Greenburg, Wade Olsen, Tom Durrant, Jack Sneddon, Jessica Knighton,
67 John Wageras, Holly Wageras, Lo Nestman, Janyce Nestman, Richard Perreault, Dawn
68 Perreault, Steven Peterson, Jason Burgess, Kristi Burgess, Carl Edgington, Michelle Christensen,
69 Aubrey Hogan, Rhonda Perkes, Representative Chris Stewart, Kathy Wurthrich, Judy Bervett,
70 William Hammond, Janette Todd, Choleen Christian, Mark Christian, Matt Moscou, Israel
71 Utrillo, Rocky Derrick, Peyton Sneddon, Askete Alofipo, Selv Alofipo, John Hall, Leisa
72 Fornelius, Chris Fornelius, Ty Weston, Nicole Mathews, Scot Mathews, Robert Drinkall, Max
73 Biehan, Tori Curtis, Laurie Curtis, Danie Thar, Jannice Weyre, Angie Hoggan, Mike Hoggan,
74 Kamalakar Thota, Amber Thota, Mary Kay Porter, Erna Blank, Julie Bateman, Tiffany Varell,
75 Karen Blanco, Walter Blanco, Ken Clifford, Colleen Clifford, Nathan Plowman, Melissa
76 Plowman, Blake Carter, Estee Carter, Rick MacArthur, Cheryl MacArthur, John Edwards, Becky
77 Edwards, Tyler Squire, Court Huish, Sandy Huish, Dean Davies, Darla Davies, Chris Kim, Mina
78 Kim, Rob Henriksen, Joylynn Stepan, Frank Stepan, Aaron Tibbits, Paul Callan, Bruce Richards,
79 Sherry Brooks, Ruby Vernon, Alan Collier, Mindy Collier, Kathy Sorenson, residents; Brad

80 Ferreira, Eaglepointe Tennis Club, Cody Sessions, W. Scott Kjar, Eaglepointe Development;
81 Wilford Cannon, Eaglewood; Tim Thompson, GeoStrata; Greg Stebbing, Rafael Seminario,
82 Quintin Clark, Zachary White, Jackson Olsen, Parker Hardy, Scott White, BSA Troop 884.

83

84 1. CITIZEN COMMENT

85

86 There were no public comments.

87

88 2. RECEIVE PUBLIC COMMENT ON EAGLEPOINTE LANDSLIDE REMEDIATION
89 PLAN

90

91 Mayor Arave began the comment period by stating that the City has hired experts to analyze the
92 landslide, prepare a remediation plan and investigate the causes of the landslide. Some of the
93 work was funded by the City's insurance company, and reports show that the City did not cause
94 the landslide in any way. The City may review plans or reports prepared by a developer or
95 property owner, but by reviewing these plans and reports the City is not issuing an insurance
96 policy that if things go wrong they will make good on any damages. Property owners have the
97 responsibility to do their own due diligence before entering into real estate or construction
98 activities. The City owns a small portion of the land that slid, including a trail. The City is
99 concerned about the loss of property that has already occurred and future movement of the slide,
100 including the unraveling of the scarp, which would affect the Tennis Club and Paul Evans'
101 property, but does not believe that any other residences would be affected. It is in the best
102 interest of the City to have the slide remediated, but it is unfair to the City as a whole to bear the
103 entire cost. It would also be a risk for the City to cover the initial cost and then sue to recover
104 damages from the responsible parties. The City is hopeful that all affected properties will
105 participate in the remediation plan.

106

107 Tim Thompson, GeoStrata, reported that the hillside is not currently moving. Numerous holes
108 have been drilled, samples have been collected, and geological mapping has been done to
109 determine slide stability. The toe of the landslide is not entirely constrained and the slide mass
110 itself is fractured, making the hill less stable. The remediation plan would consist of removing
111 and grading the slope back to a 2:1 slope to close up the fractures, allow for re-vegetation and
112 water runoff to give the hillside proper stability. A berm would also be added to the toe by
113 cutting a large key way and rebuilding with granular material, installing numerous drains, and
114 then smoothing out the landslide.

115

116 Mayor Arave asked about possibilities if the remediation work is not done. Tim Thompson
117 replied that the engineers would make the calculations to determine the stability, but that the
118 landslide came down with considerable vigor and now has open fractures with possible water

119 infiltration. The wrong amount of rain or snow could cause movement again and something
120 should be done to improve stability.

121

122 **Mayor Arave opened the public comment period at 7:36 p.m.**

123

124 Grant Foster commented that he lives right above the slide and near the trail. He said many
125 people are materially affected by the landslide and that this is a safety and aesthetics issue. Mr.
126 Foster said that litigation would not get this done quickly and that the City and community need
127 to step up and get this resolved.

128

129 Scott Kjar, Eaglepointe Development, commented that he was here to talk and listen. They have
130 been working with the City for 24 years and want to make it clear that they are concerned about
131 the current situation and the need to fix the hillside. He read a prepared statement which said that
132 when we work against each other we are unable to get things done. We need to work together
133 and cooperate to find a solution to the problem. Mr. Kjar then said that since the day of the
134 landslide, Eaglepointe has worked to remediate and care for those affected. He said that
135 Eaglepointe has spent \$1,000,000.00 since the landslide occurred on housing, remediation and
136 geotechnical engineers. Eaglepointe will continue to work with the City and use resources and
137 energies to fix the slide, even though they did not cause the collapse. Mr. Kjar said that they
138 believe the primary contributing factor of the landslide was the removal of the toe of the hill. He
139 also commented that the underground trenches from the natural gas pipelines were a contributing
140 factor as they allowed for the accumulation of underground water.

141

142 Leslie Fredette, 720 Parkway Drive, commented that the contractor's bid for the remediation
143 project has an expiration of May 24th and asked what would happen if no decisions were made
144 by that date. Mayor Arave replied that May 24th was the date on the contract for the bid of
145 remediating work from the contractor. He then explained the time line of the remediation plan
146 which would include remediation of the upper and lower scarp but that it was not right for the
147 City to fund the entire amount. If an agreement is not reached between the affected parties then
148 other means of funding may need to be sought.

149

150 Leslie Ferdette then asked what the insurance funds had been used for. David Church replied that
151 the City has liability insurance which covers claims against the City. He explained that the City
152 does not have landslide funding and that the funds for remediation would be coming directly
153 from the City's general fund.

154

155 Dan Kimball asked for clarification on who is suing the City and who is suing the developer. He
156 also asked how much of a tax burden a bond would be. Mayor Arave replied that the Tennis

157 Club has initiated a suit against the City and Sky Properties. He said that a bond had not been
158 priced out at this point.

159

160 Paul Evans, 321 Parkway Circle, commented that the landslide did not just occur, but that the
161 process had been going on for over a year. He said that the City should look at other options to
162 fund the remediation plan as the area is currently unsafe.

163

164 Mark Hansen, 922 Pace Lane, asked if there are any other needs for a bond and suggested that no
165 one would offer money as it would be seen as an admission of guilt. He recommended pursuing a
166 bond and then going after the developer for funds.

167

168 Richard Perreault, 736 Parkway Drive, stated that his basement flooded recently, and asked if
169 this was caused by water from across the road. Tim Thompson replied that historically there is
170 evidence of springs coming from the hillside and that they are taking note of all water issues.

171

172 Rob Henriksen, 1029 Eaglepointe Drive, asked if the remediation did not take place what
173 geographical area would be affected and if the City has pursued litigation at this point. Tim
174 Thompson recommended a setback of 200'-300' from the top of the slide if the remediation plan
175 was not done.

176

177 Kamalakar Thota, 754 Parkway Drive, commented that originally he was told the landslide was
178 due to Mother Nature and now he is being told that the cause of the landslide was manmade. He
179 said that the weather conditions can change and that worse things could happen.

180

181 Ty Weston, 689 Parkway Drive, thanked the City for its efforts and the developer for helping
182 those in need. He said the citizens have been very patient and that it is the City's job to protect
183 life, liberty and property. He asked that the City continue its good efforts and resolve the issue.

184

185 Mayor Arave commented that the City wishes this landslide had not occurred or that the cause of
186 the landslide could have been caught beforehand. However, it is past that point now, and the
187 Council feels a fiscal responsibility to the residents and is hopeful we can get this resolved. We
188 do not take this lightly and would not do anything to put residents at risk.

189

190 Ted Gamble, 695 Vista View Lane, asked if Tim Thompson/GeoStrata had done the original
191 study in 2003. He asked if the original engineers were present. Mayor Arave clarified that when
192 someone develops property the City requires a soils report, and developers had their own
193 engineers perform those studies. The City hired GeoStrata to advise on the landslide after it
194 occurred.

195 Becky Edwards, 1121 Eaglewood Loop, stated that she has been elected to represent residents on
196 the State level. She thanked the citizens for being present and working toward a solution. She
197 encouraged the City to look into bonding and said that a \$2,000,000.00 would be approximately
198 \$7 per family for 30 years and that after securing the bond the City could then look into pursuing
199 a lawsuit or other means of funding. Representative Edwards also said that the State is hesitant to
200 be the first to contribute toward the remediation at this point.

201
202 The City Council discussed legislation requiring homeowners along the Wasatch front to have
203 earth movement insurance, FEMA assistance, and reviewing other landslide remediation plans
204 from nearby cities.

205
206 Ruby Vernon, 375 East Eagleridge Drive, recommended that the City put the bond on the ballot
207 to start remediation before winter and then continue to negotiate with the affected parties or
208 follow through with the lawsuit at that time.

209
210 Sterling Vance, 46 East Eagleridge Drive, commented that everyone is indirectly affected by the
211 landslide and said that everyone has come together to help. He said he can't think of a better
212 individual to lead the community at this time than Mayor Arave. He also said that time is not on
213 our side and that he would be in favor of the bond.

214
215 Tori Curtis, 910 Pace Place, said that she and her husband handed out flyers in Foxboro to notify
216 residents of this meeting. She said most people she talked to agreed with the bond for
217 remediation and that everybody wanted to help.

218
219 Ennis Gibbs asked if the City needed to review development code and if something needed to be
220 added to avoid repeating the past. Barry Edwards replied that the City would be reviewing a
221 moratorium on hillside building later in the meeting and possible restrictions that would be
222 appropriate.

223
224 Janyce Nestman, 761 Parkway Lane, asked if the City was aware of the lot on Parkway Circle
225 that was comprised of fill dirt. Mayor Arave stated the City would look into it.

226
227 Jared Tyson, 917 Pace Place, said that he lives right next to the 60' cliff and that this is a safety
228 issue. He said he feels like there is not a sense of urgency in getting this issue resolved. He asked
229 that the City look at other options now and pursue the lawsuit at a later date.

230
231 Rocky Derrick, 502 Sugar Plum Lane, said that it was time to execute the plan now before the
232 land moves again or someone is injured on the cliff.

233 Lo, 838 Skylark Lane, asked if the community could raise money in other ways such as
234 fundraising or other events.

235
236 Lindsay Moss, 520 Tanglewood Loop, asked if consideration had been given to future
237 development on the mountainside. She expressed concern for the possible water issues from the
238 Kern River pipeline. Mayor Arave replied that each development has a concept plan that would
239 need to go through a preliminary approval process and that the city would increase the
240 geotechnical requirements and possibly make changes to the City code. He also said that the City
241 had issued a notice to Sky Properties and other property owners to abate the nuisance of the cliff.

242
243 Melissa Plowman, 749 Parkway Drive, said that she was evacuated from her home for over a
244 month and that there needs to be a sense of urgency as residents could not go through that again.

245
246 John Hall, 981 Parkway Drive, asked if the City had considered the blasting activities that have
247 occurred up there. Mayor Arave replied that the City has no authority over mining as these
248 activities are regulated by the State.

249
250 Tom Durrant, Parkway Drive, commented that the bond would not be an act of charity as the
251 government has the duty to protect and that this would be for the greater good.

252
253 Michelle Madlena, 690 Parkway Drive, asked why the City did not accept the State funding for
254 the landslide. Mayor Arave replied that representative Becky Edwards made a presentation to the
255 legislature on the City's behalf and that the State did not offer funding at this time.

256
257 Becky Edwards clarified that the State provided funding for the Springhill landslide in 2014. The
258 State does not want to be the first party to contribute to this landslide until other funding is in
259 place.

260
261 Gordon Haskins, 997 Parkway Drive, said that he was the finance director for Salt Lake City and
262 that the City should use emergency funds now, and then bond for the rest. Barry Edwards
263 commented that without the cooperation of the tennis club and Sky Properties there are obstacles
264 that would make the remediation more difficult.

265
266 Council Member Jensen commented that this is a slow process and the City has already spent a
267 lot of money. Many of the involved parties are relying on this sense of urgency to back the City
268 into a corner, and the Council wants to do the right thing for the City.

269
270 Frank Step, 630 East Eagleridge Drive, commented that the landslide needed to be stabilized and
271 a fence surrounding the cliff should be put in place if it is not there already.

272 John Manning, 279 Pace Lane, commented that there is lost revenue for the City and the
273 developer. He said that the money should not be spent in the wrong place but that other
274 alternatives needed to be considered.

275
276 Mayor Arave explained the timetable for remediation and said that in the best case, the City
277 receives funding from the affected parties and the bid is awarded for the 90-day remediation
278 project. The worst case scenario would be that the City does not receive funding and is unable to
279 get on the affected properties. This would require a 90-day condemnation process and the need
280 for the City to fund the necessary parts of the remediation. A bond could be issued in 90 days if
281 it did not go to a vote on the November ballot.

282
283 Jessie Curtis, 910 Pace Place, commented that decisions need to be made now and that it was not
284 a good thing that the edge of the affected area was along the gas pipelines.

285
286 **Mayor Arave closed the public hearing at 10:10 p.m.**

287
288 3. PUBLIC HEARING AND CONSIDERATION OF ORDINANCE 2015-11 VACATING
289 CERTAIN SUBDIVISION LOTS IN EAGLEPOINTE ESTATES, PHASES 12 AND 15
290 AND VACATING CERTAIN PUBLIC UTILITY EASEMENTS

291
292 Ken Leetham reported that the applicant is requesting to combine two lots in two existing
293 subdivisions to facilitate the construction of a home across two lots. The existing subdivision lots
294 are Lot 1219 of Eaglepointe Estates Phase 12 and Lot 1508 of Eaglepointe Estates Phase 15.
295 Once they are vacated from their respective subdivisions then a one-lot subdivision plat will be
296 recorded and named Eaglepointe Estates Phase 15 Plat B. A public hearing is required and has
297 been advertised in order to receive public comment on the vacation of the lots and the public
298 utility easements between the two existing lots.

299
300 Council Member Jacobson commented that the applicant had expressed to him that he was no
301 longer interested in pursuing this vacation as their purchase option had expired.

302
303 **Mayor Arave opened the public hearing at 10:15 p.m.**

304
305 Rob Henriksen, 1029 Eaglepointe Drive, commented that he is the next door neighbor to the
306 applicant and said he was not opposed or in favor of the vacation. He said he was under the
307 impression that the property owner was not going through with the vacation or combination of
308 the lots. He also asked for more information on what structure would be put on the lot.

309
310 **Mayor Arave closed the public hearing at 10:16 p.m.**

311 **Council Member Jensen moved to continue Ordinance 2015-11 vacating Lot 1219 of**
312 **Eaglepointe Estates Phase 12 and Lot 1508 of Eaglepointe Estates Phase 15 until a future**
313 **City Council meeting or to table the item indefinitely. Council Member Porter seconded the**
314 **motion. The motion was approved by Council Members Horrocks, Porter, Jensen,**
315 **Mumford and Jacobson.**

316

317 4. CONSIDERATION OF A FINAL PLAT FOR EAGLEPOINTE ESTATES PHASE 15,
318 PLAT B. BECKY AND DAVID BORNEMEIER, APPLICANTS

319

320 Mayor Arave stated that this item would be tabled until further notice.

321

322 5. CONSIDERATION OF ORDINANCE 2015-13 ADOPTING A TEMPORARY LAND
323 USE REGULATION RELATED TO LAND DEVELOPMENT APPROVALS IN
324 FOOTHILL LOCATIONS

325

326 Barry Edwards reported that in response to comments received, and in an attempt to better
327 understand the land on the foothills. City staff believes it would be prudent to enact a
328 moratorium on building in this area. It has also been advised that the City review what other
329 cities have done in similar situations. He said that a letter had been received from the law firm of
330 Kirton Mckonkie, representing developers, in protest of this moratorium on development.

331

332 David Church replied that he had reviewed the letter and did not feel that anything in that letter
333 would keep the City Council from passing the moratorium.

334

335 Wilford Cannon, Eaglewood Development, commented that they object to the moratorium on the
336 Eaglewood Cove area and that they believe the affected area should be reconsidered.

337

338 David Church commented that the moratorium can last six months and that this time frame, as
339 well as the affected area, could be adjusted. He clarified that developers could still meet with
340 City staff to discuss site plans but no formal applications could be filed or approved during the
341 moratorium.

342

343 Chris Faulhaber, Granite Construction, said that they have 49 acres which would be included in
344 this moratorium. This would affect an exchange of property and would not allow them to move
345 forward. He said the City could request geological studies, etc without requiring a moratorium.
346 He said that by passing the moratorium this would push development for the Granite Ridge
347 property into next year.

348

349 Council Member Jensen commented that the City needs to review the codes and find out what
350 studies, etc. need to be in the City code to protect the City and the developer.

351

352 **Council Member Jensen moved that the City Council adopt Ordinance 2015-13 enacting a**
353 **temporary moratorium for rezoning, subdivision application and for certain lots in**
354 **Eaglepointe Estates Phase 18. Council Member Porter seconded the motion. The motion**
355 **was approved by Council Members Horrocks, Porter, Jensen, Mumford and Jacobson.**

356

357 Tom Durrant, TLC Construction, commented that he owns two lots in this area and asked if he
358 would be able to build on those lots during the moratorium. Barry Edwards confirmed that Mr.
359 Durrant would be able to build on his lots and that the City would require additional soil studies
360 done there.

361

362 6. CONSIDERATION OF EXTENDING STREET STRIPING CONTRACT WITH
363 MOUNTAIN WEST STRIPING

364

365 Barry Edwards reported that the consideration of extending the street striping contract is a result
366 of House Bill 362 which was recently passed and that this would be done during this fiscal year
367 so the City could plan for future expenditures.

368

369 Jon Rueckert reported that each year the City goes out for bid to restripe the City streets. This
370 includes striping, crosswalks, stop bars, bike and turning symbols and lettering. City staff
371 recommends extending the contract for the 2014 Street Striping project to Mountain West
372 Striping for the price of \$28,000.00.

373

374 **Council Member Horrocks moved to extend the contract for the 2015 street striping**
375 **project to Mountain West Striping for \$28,000.00. Council Member Mumford seconded the**
376 **motion. The motion was approved by Council Members Horrocks, Porter, Jensen,**
377 **Mumford and Jacobson.**

378

379 7. CONSIDERATION OF A SITE PLAN FOR UTAH ATHLETIC CENTER LOCATED
380 AT 55 SOUTH RIVERBEND WAY-TOM STUART CONSTRUCTION

381

382 Ken Leetham reported that this is a proposal for a 64,000 square foot sports building with office
383 space and volleyball/basketball court space. As this building is larger than 30,000 square feet the
384 City Council is the final approval authority on this application. The Development Review
385 Committee (DRC) recommends approval with the condition that a lot line adjustment be
386 reviewed by City staff and recorded with Davis County prior to issuance of a building permit.
387 The Planning Commission recommended additional conditions for approval: a technique such as

388 parapets, variation in paint or change texture should be used to break up the box-like elevations
389 that are on the highly visible sides of Center Street and 1200 West, and that a horizontal structure
390 be added to add to the pedestrian scale of the building.

391

392 **Council Member Jacobson moved that the City Council approve the site plan for Utah**
393 **Athletic Center located at 55 South Riverbend Way subject to the following conditions:**

394

395 **1) A lot line adjustment must be reviewed by City staff and recorded with Davis**
396 **County prior to issuance of a building permit**

397

398 **2) A technique such as parapets, variation in paint or change in texture should be used**
399 **to break up the box-like elevations that are on the highly visible sides of Center**
400 **Street and 1200 West**

401

402 **3) A horizontal feature should be added to add to the pedestrian scale of the building**

403

404 **Council Member Horrocks seconded the motion. The motion was approved by Council**
405 **Members Horrocks, Porter, Jensen, Mumford and Jacobson.**

406

407 8. CONSIDERATION OF RESOLUTION 2015-12R ADOPTING THE TENTATIVE
408 FISCAL YEAR 2015-2016 GENERAL FUND, SPECIAL REVENUE FUNDS,
409 REDEVELOPMENT AGENCY, DEBT SERVICE FUND, CAPITAL PROJECTS
410 FUND, ENTERPRISE FUNDS AND INTERNAL SERVICE FUNDS BUDGETS AND
411 SETTING A DATE FOR A PUBLIC HEARING TO CONSIDER THE 2015-2016
412 BUDGET

413

414 Barry Edwards reported that State code requires a public hearing be set for adoption of the 2015-
415 2016 fiscal year budget.

416

417 **Council Member Horrocks moved to adopt Resolution 2015-12R adopting the tentative**
418 **fiscal year 2015-2015 budget for the General Fund, Special Revenue Funds, Redevelopment**
419 **Agency, Debt Service Fund, Capital Projects Fund, Enterprise Funds and Internal Service**
420 **Funds budgets and setting a date for a public hearing to consider the 2015-2016 budget of**
421 **May 19, 2015. Council Member Porter seconded the motion. The motion was approved by**
422 **Council Members Horrocks, Porter, Jensen, Mumford and Jacobson.**

423

424 9. CONSIDERATION OF RESOLUTION 2015-13R ADJUSTING THE SOLID WASTE,
425 CULINARY AND STORM WATER SECTIONS OF THE CITY OF NORTH SALT
426 LAKE COMPREHENSIVE FEE SCHEDULE

427 Janice Larsen reported that the average resident uses 83,000 gallons of water in July. This
428 change in rate would be approximately \$4 more if all three rate adjustments are adopted. The
429 Solid Waste Fund recommendation is a \$2 decrease per month. The Storm Water Fund
430 increase would be to fund the federally mandated inspection and cleaning of the storm drain
431 system. City staff recommends eliminating the tiers so all customers would pay \$6 per ESU
432 generating estimated annual revenue of \$335,000.00. The other alternative if the tier system
433 remains in place would be to double the tiers from the current \$2, \$3 and \$4 to \$4, \$6 and \$8
434 with estimated annual revenue of \$380,000.00. These funds would also be used to repair the
435 detention basins and repair and replace eroded pipe. The recommended increase for culinary
436 water would be 3%.

437

438 **Council Member Jacobson moved to approve Ordinance 2015-13R adjusting the Solid**
439 **Waste, Storm Water, and Culinary Water section of the City of North Salt Lake**
440 **Comprehensive Fee Schedule. Council Member Jensen seconded the motion. The**
441 **motion was approved by Council Members Horrocks, Porter, Jensen, Mumford and**
442 **Jacobson.**

443

444 10. CONSIDERATION OF ORDINANCE 2015-12 AMENDING THE CITY'S LAND USE
445 ORDINANCE RELATED TO BUILDING DESIGN STANDARDS FOR NON-
446 RESIDENTIAL STRUCTURES

447

448 Ken Leetham reported that there was an ordinance from October 2014 which restricted the use of
449 metal on building exteriors. The DRC has identified a few issues with this restriction specifically
450 on buildings and additions that are not visible from the public. The proposed ordinance corrects
451 this barrier and also adds some specifics to the existing code such as adding artistic elements
452 every 100' to the exterior of a building. Other changes included additional language to add
453 architectural elements to all facades that are visible from "trails, bike paths and public railways".

454

455 **Council Member Porter moved to approve Ordinance 2015-12 amending the City's Land**
456 **Use Ordinance related to building design standards for non-residential structures and**
457 **language to add "trails, bike paths and public railways." Council Member Mumford**
458 **seconded the motion. The motion was approved by Council Members Horrocks, Porter,**
459 **Jensen, Mumford and Jacobson.**

460

461 11. ACTION ITEMS

462

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

464

465

466 12. CITY COUNCIL MINUTES-APRIL 21, 2015

467

468 **Council Member Jacobson moved to approve the work session and regular City Council**
469 **minutes for April 21, 2015. Council Member Horrocks seconded the motion. The motion**
470 **was approved by Council Members Horrocks, Jensen, Porter, Mumford and Jacobson.**

471

472 13. COUNCIL REPORTS

473

474 Council Member Porter reported that the Get into the River event would be held May 30th.

475

476 Council Member Jensen reported that April's Sunday Concert featured soloists from Woods
477 Cross High School. He said no concert would be held in May. He also asked Chief Black for
478 police support for the Three Kings Race June 20th.

479

480 14. CITY ATTORNEY'S REPORT

481

482 David Church was excused.

483

484 15. MAYOR'S REPORT

485

486 Mayor Arave had nothing to report.

487

488 16. CITY MANAGER'S REPORT

489

490 Barry Edwards had nothing to report.

491

492 17. ADJOURN

493

494 **Mayor Arave adjourned the meeting at 11:27 p.m.**

495

496

497

498

Mayor

Secretary

NORTH SALT LAKE CITY
CITY COUNCIL MEETING-SPECIAL SESSION
MAY 7, 2015

DRAFT

Mayor Arave called the meeting to order at 5:00 p.m.

PRESENT: Mayor Len Arave
Council Member Brian Horrocks
Council Member Conrad Jacobson
Council Member Stan Porter
Council Member Matt Jensen
Council Member Ryan Mumford (via teleconference)

STAFF PRESENT: Barry Edwards, City Manager (via teleconference); Ken Leetham, Assistant City Manager; Janice Larsen, Finance Director; Linda Horrocks, Deputy City Recorder.

OTHERS PRESENT: Brad Hasty, Questar Gas Company; Matt Finnegan, Kern River Gas Transmission Company.

1. CLOSED SESSION TO DISCUSS PENDING OR REASONABLY IMMINENT
LITIGATION AND THE PURCHASE, SALE, EXCHANGE OR LEASE OF REAL
PROPERTY

At 5:01 p.m. Council Member Jacobson moved to go into closed session to discuss pending or reasonably imminent litigation and the purchase, sale, exchange or lease of real property. Council Member Jensen seconded the motion. The motion was approved by Council Members Porter, Jensen, Horrocks, Jacobson and Mumford (via teleconference). 

Council Member Mumford arrived at approximately 5:30 p.m.

At 7:07 p.m. Council Member Horrocks moved to go out of closed session and back into regular session. Council Member Jacobson seconded the motion. The motion was approved by Council Members Porter, Jensen, Horrocks, Jacobson and Mumford.

2. ADJOURN

Mayor Arave adjourned the meeting at 7:08 p.m.

Mayor

Secretary





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 Arave & City Council
From: Paul Ottoson
Date: May 19, 2015
Subject: Eaglepointe Landslide

BACKGROUND

On March 24 the bid opening was held on the Eaglepointe landslide. CraCar Construction was the low bidder with a price of \$1,531,511.75 for the total base project. There is a clause in the contract documents that states "The City reserves the right to award separate contracts for any single schedule or combinations of schedules, if it is in the best interest of the City."

Staff would like to present two possible awarding options which are shown below:

Option 1

Award the grading of the upper scarp area and the middle area only. This also includes installing a drainage system for the hillside, capping the utilities east of the landslide, installing new utilities between Pace Lane and Silver Tree Lane through the Kern River easement, constructing the geo grid reinforced buttress with a gunite facing on the Utrilla, Colosimo, and Plowman properties, and seeding the new slope. This option also includes the grading adjacent to the Evans property. Under this option, the adjacent LDS Church would lose their existing storm drain access and would have to find another way to drain their site.

Costs \$747,263.95

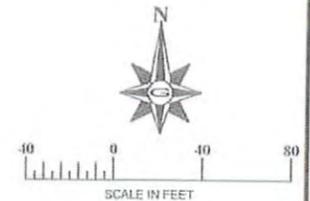
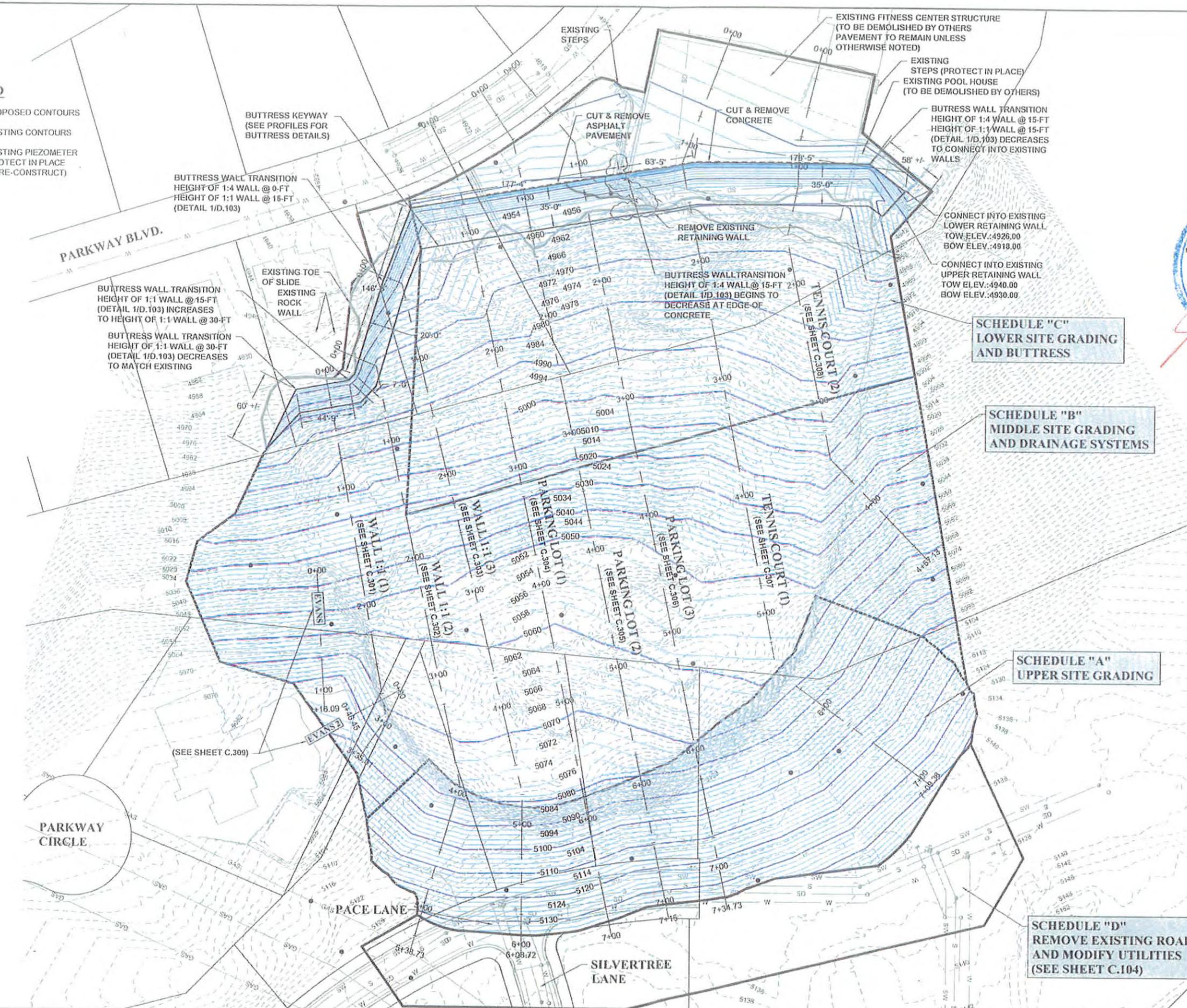
Option 2

This is the same as Option 1 with the following exception. The utilities in Eaglepointe Estates Phase 19 would be relocated to the south so the adjacent property could be developed in the future. Sky Properties would be required to pay the difference between this option and Option 1. This option would also allow the adjacent LDS church to maintain their existing storm drain system.

Costs \$849,268.89

LEGEND

- PROPOSED CONTOURS
- - - EXISTING CONTOURS
- EXISTING PIEZOMETER (PROTECT IN PLACE OR RE-CONSTRUCT)



PROFESSIONAL ENGINEER
 2/18/15
 No. 4939003 2202
JAMES J. MILLIGAN
 STATE OF UTAH

**SCHEDULE "C"
 LOWER SITE GRADING
 AND BUTRESS**

**SCHEDULE "B"
 MIDDLE SITE GRADING
 AND DRAINAGE SYSTEMS**

**SCHEDULE "A"
 UPPER SITE GRADING**

**SCHEDULE "D"
 REMOVE EXISTING ROADWAY
 AND MODIFY UTILITIES
 (SEE SHEET C.104)**

CONSULTING ENGINEERS AND SURVEYORS
 GILSON
 1000 S. 1000 E. SUITE 100
 SALT LAKE CITY, UT 84143
 PHONE: (801) 488-1111
 FAX: (801) 488-1112

GeoStrata
 Engineering & Geosciences
 1000 S. 1000 E. SUITE 100
 SALT LAKE CITY, UT 84143
 PHONE: (801) 488-1111
 FAX: (801) 488-1112

CITY OF NORTH SALT LAKE
 U.S. DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

NO.	DATE	REVISIONS

DATE: FEBRUARY 2015
 DRAWN BY: JMM
 CHECKED BY: JMM
 APPROVED BY: JMM

PROPOSED GRADING PLAN
 NORTH SALT LAKE LANDSLIDE STABILIZATION PROJECT
 NORTH SALT LAKE, UTAH

REVISION: **A**
 PROJ: **GEO.021**
C.102



SAL - EAGLEWOOD

verizon
wireless

VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

TAEC

Technology Associates Engineering Corporation Inc.

TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
3115 SOUTH MELROSE DRIVE, SUITE #110
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C

CHECKED BY: DAN T

REV	DATE	DESCRIPTION
0	04.21.2015	ZONING DRAWINGS

SITE INFORMATION

APPLICANT:
VERIZON WIRELESS
9656 SOUTH PROSPERITY ROAD
WEST JORDAN, UTAH 84088

SITE ADDRESS:
1110 EAST EAGLEWOOD DRIVE
NORTH SLC, UTAH 84054

LATITUDE AND LONGITUDE:
N 40°49'46.16", W 111°53'29.68"

ZONING JURISDICTION:
NORTH SALT LAKE CITY

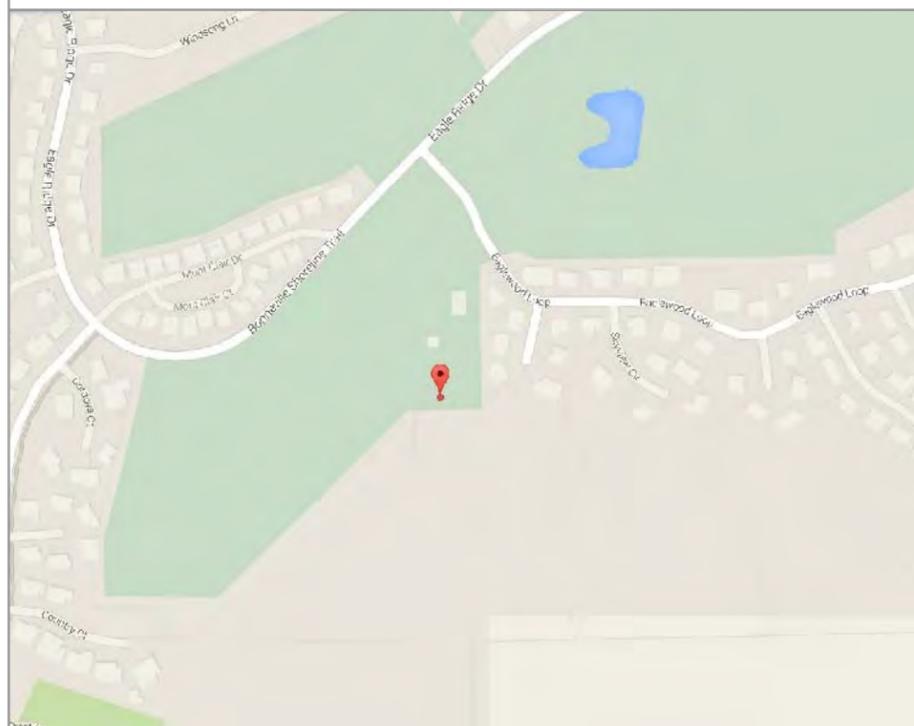
PROJECT DESCRIPTION:
VZW IS PROPOSING TO CONSTRUCT AN UNMANNED COMMUNICATIONS FACILITY CONSISTING OF ANTENNAS MOUNTED TO A NEW MONOPOLE WITH OUTDOOR EQUIPMENT AND GENERATOR

TYPE OF CONSTRUCTION:
OUTDOOR EQUIPMENT AND GENERATOR, MONOPOLE, AND ANTENNAS

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION, HANDICAP ACCESS REQUIREMENTS DO NOT APPLY

POWER COMPANY:
ROCKY MOUNTAIN POWER, 1-888-221-7070

LOCATION MAP



DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS, AND EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME

DRIVING DIRECTIONS

FROM THE VZW WEST JORDAN OFFICES TAKE I-15 NORTH TO NORTH SALT LAKE EXIT #312 FOR U.S. 89. AFTER TAKING EXIT CONTINUE TRAVELING 1.2 MILES NORTH AND TURN RIGHT (EAST) ON EAGLE RIDGE DRIVE. CONTINUE STRAIGHT THROUGH THE ROUNDABOUT AND GO 1.9 MILES UP THE MOUNTAIN AND TURN RIGHT (SOUTH) ON EAGLEWOOD LOOP AND THE MAINTENANCE YARD WILL BE IMMEDIATELY TO THE SOUTH.

APPROVALS

VERIZON WIRELESS REPRESENTATIVE:
VERIZON WIRELESS RF ENGINEER:
TAEC SITE ACQUISITION:
TAEC CONSTRUCTION MANAGER:
SITE OWNER:

DRAWING INDEX

SHEET NO.	SHEET TITLE	REV	REV DATE
T100	TITLE SHEET, VICINITY MAP, GENERAL SITE INFORMATION	0	
SURV	SITE SURVEY	0	
C100	OVERALL SITE PLAN	0	
C101	ENLARGED SITE PLAN	0	
C200	SITE ELEVATIONS	0	

CONTACT INFORMATION

SITE ACQUISITION:
TECHNOLOGY ASSOCIATES EC, INC
5710 SOUTH GREEN STREET
SALT LAKE CITY, UTAH 84123
CONTACT: DANIEL THURGOOD
PHONE: 801-875-7789

SAL - EAGLEWOOD
SE SEC 12, T1N, R1W
1110 EAST EAGLEWOOD DR
NORTH SLC, UTAH 84054
-- RAWLAND SITE --

SHEET TITLE
TITLE SHEET
VICINITY MAP
GENERAL INFORMATION

SHEET NUMBER

T100



UNDERGROUND SERVICE ALERT, CALL 'BLUE STAKES OF UTAH' @ 811 OR 1-800-662-4111
THREE WORKING DAYS BEFORE YOU DIG



ASAC INFORMATION SHEET 91:003

INFORMATION REGARDING SURVEY DATA SUBMITTED TO THE FAA

FAA Order 8260.19c requires proponents of certain proposed construction (located beneath instrument procedures) provide the FAA with a site survey and/or letter, from a licensed land surveyor, which certifies the site coordinates and the surface elevation at the site. On October 15, 1992, the FAA started using the North American Datum of 1983 (NAD-83), and therefore all site coordinates should be based on NAD-83. The FAA requires that the survey letter contain an accuracy statement that meets accuracy tolerances required by the FAA. The most requested tolerances are +/- 50 feet in the horizontal and +/- 20 feet in the vertical (2-C). When the site coordinates and/or site elevation can be certified to a greater accuracy than requested by the FAA, please do so.

In order to avoid FAA processing delays, the original site survey or certifying letter should be attached to the 7460 when it is filed at the FAA's regional office. It must be signed and sealed by the licensed land surveyor having performed or supervised the survey.

The FAA accuracy codes and a sample accuracy statement are listed below.

ACCURACY CODES:

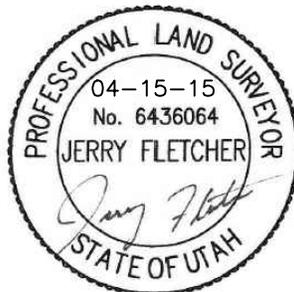
<u>HORIZONTAL</u>		<u>VERTICAL</u>	
<u>Code</u>	<u>Tolerance</u>	<u>Code</u>	<u>Tolerance</u>
1	+/- 15 ft	A	+/- 3 ft
2	+/- 50 ft	B	+/- 10 ft
3	+/- 100 ft	C	+/- 20 ft
4	+/- 250 ft	D	+/- 50 ft
5	+/- 500 ft	E	+/- 125 ft
6	+/- 1000 ft	F	+/- 250 ft
7	+/- 1/2 NM	G	+/- 500 ft
8	+/- 1 NM	H	+/- 1000 ft
9	Unknown	I	Unknown

Date: APRIL 15, 2015

Re: SAL - EAGLEWOOD

SE 1/4 OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN

I certify that the latitude of N 40°49'46.16", and the longitude of W 111°53'29.68", are accurate to within 15 feet horizontally and the site elevation of 5216 feet, AMSL (American Mean Sea Level), is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD-83) and are expressed as degrees, minutes and seconds, to the nearest (tenth/hundredth) of a second. The vertical datum (heights) are in terms of the (NAVD88) and are determined to the nearest foot.



Professional Licensed Land Surveyor:
1-A FAA Letter

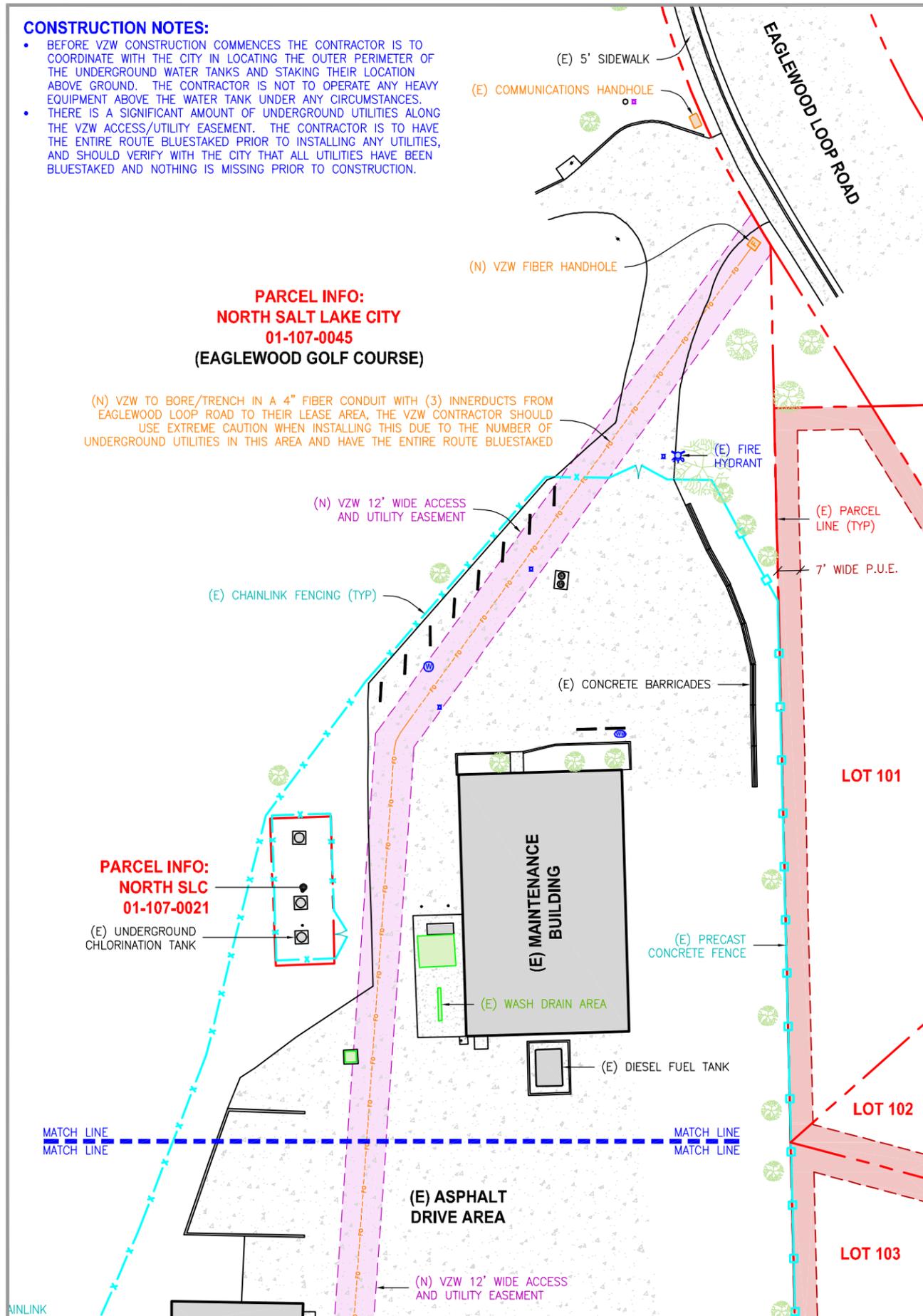
Jerry Fletcher, Utah LS no. 6436064

CONSTRUCTION NOTES:

- BEFORE VZW CONSTRUCTION COMMENCES THE CONTRACTOR IS TO COORDINATE WITH THE CITY IN LOCATING THE OUTER PERIMETER OF THE UNDERGROUND WATER TANKS AND STAKING THEIR LOCATION ABOVE GROUND. THE CONTRACTOR IS NOT TO OPERATE ANY HEAVY EQUIPMENT ABOVE THE WATER TANK UNDER ANY CIRCUMSTANCES.
- THERE IS A SIGNIFICANT AMOUNT OF UNDERGROUND UTILITIES ALONG THE VZW ACCESS/UTILITY EASEMENT. THE CONTRACTOR IS TO HAVE THE ENTIRE ROUTE BLUESTAKED PRIOR TO INSTALLING ANY UTILITIES, AND SHOULD VERIFY WITH THE CITY THAT ALL UTILITIES HAVE BEEN BLUESTAKED AND NOTHING IS MISSING PRIOR TO CONSTRUCTION.

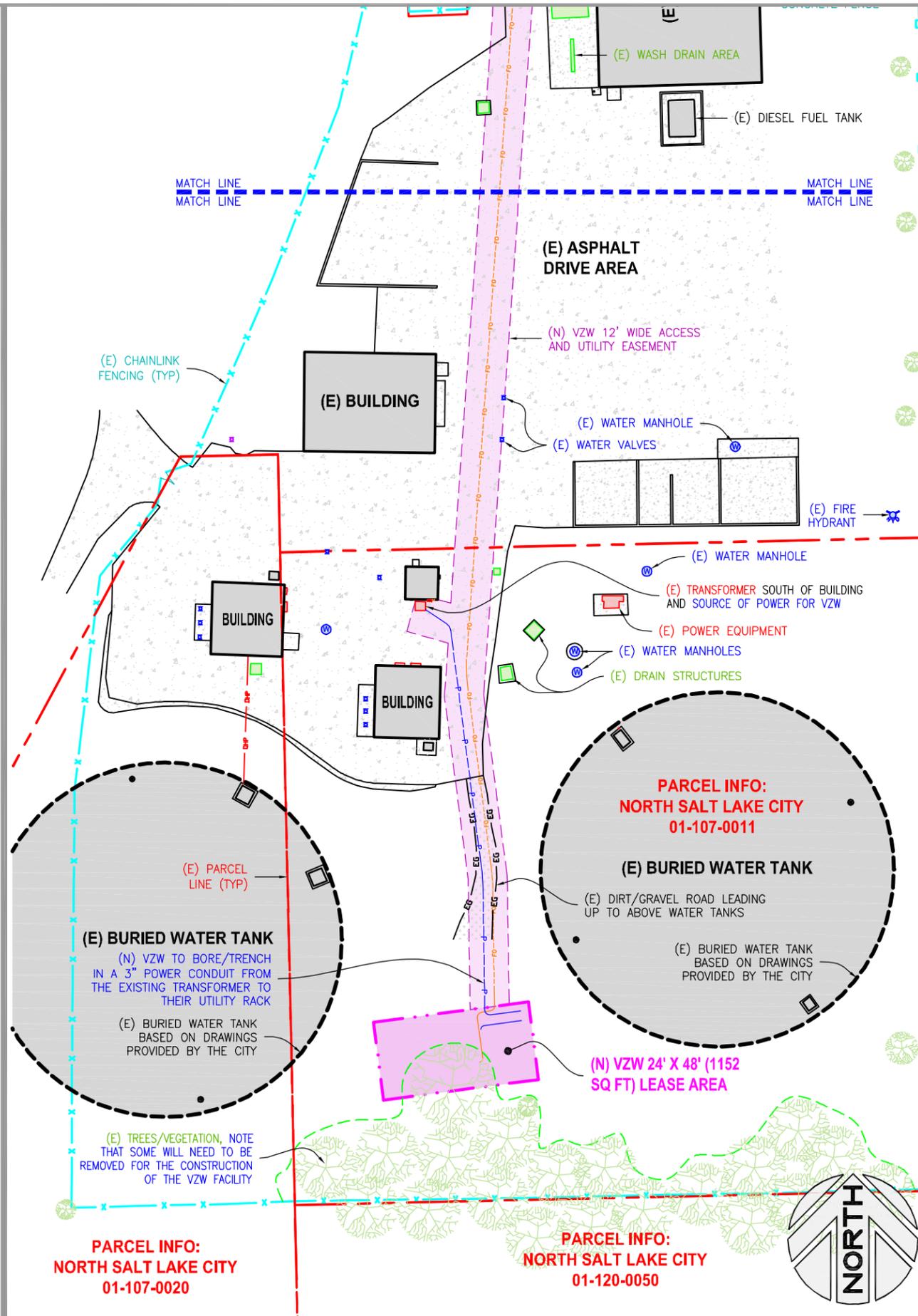
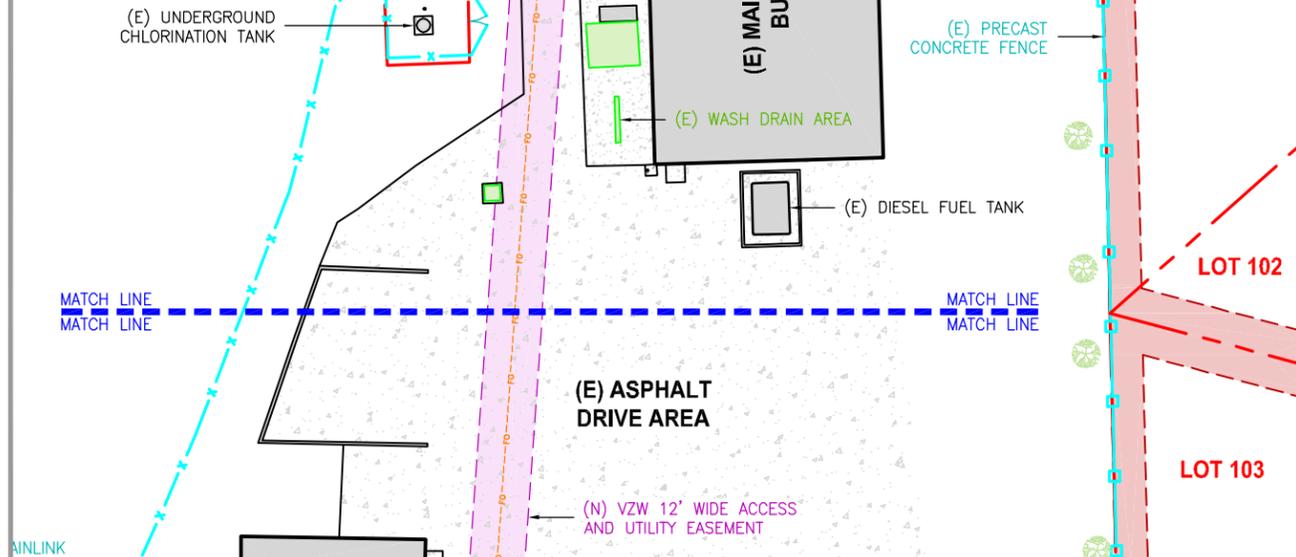
PARCEL INFO:
NORTH SALT LAKE CITY
01-107-0045
(EAGLEWOOD GOLF COURSE)

(N) VZW TO BORE/TRENCH IN A 4" FIBER CONDUIT WITH (3) INNERDUCTS FROM EAGLEWOOD LOOP ROAD TO THEIR LEASE AREA, THE VZW CONTRACTOR SHOULD USE EXTREME CAUTION WHEN INSTALLING THIS DUE TO THE NUMBER OF UNDERGROUND UTILITIES IN THIS AREA AND HAVE THE ENTIRE ROUTE BLUESTAKED



PARCEL INFO:
NORTH SLC
01-107-0021

(E) UNDERGROUND CHLORINATION TANK



PARCEL INFO:
NORTH SALT LAKE CITY
01-107-0020

PARCEL INFO:
NORTH SALT LAKE CITY
01-120-0050



VERIZON WIRELESS
 9656 SOUTH PROSPERITY ROAD
 WEST JORDAN, UTAH 84088

TAEC

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CORPORATE OFFICE
 3115 SOUTH MELROSE DRIVE, SUITE #110
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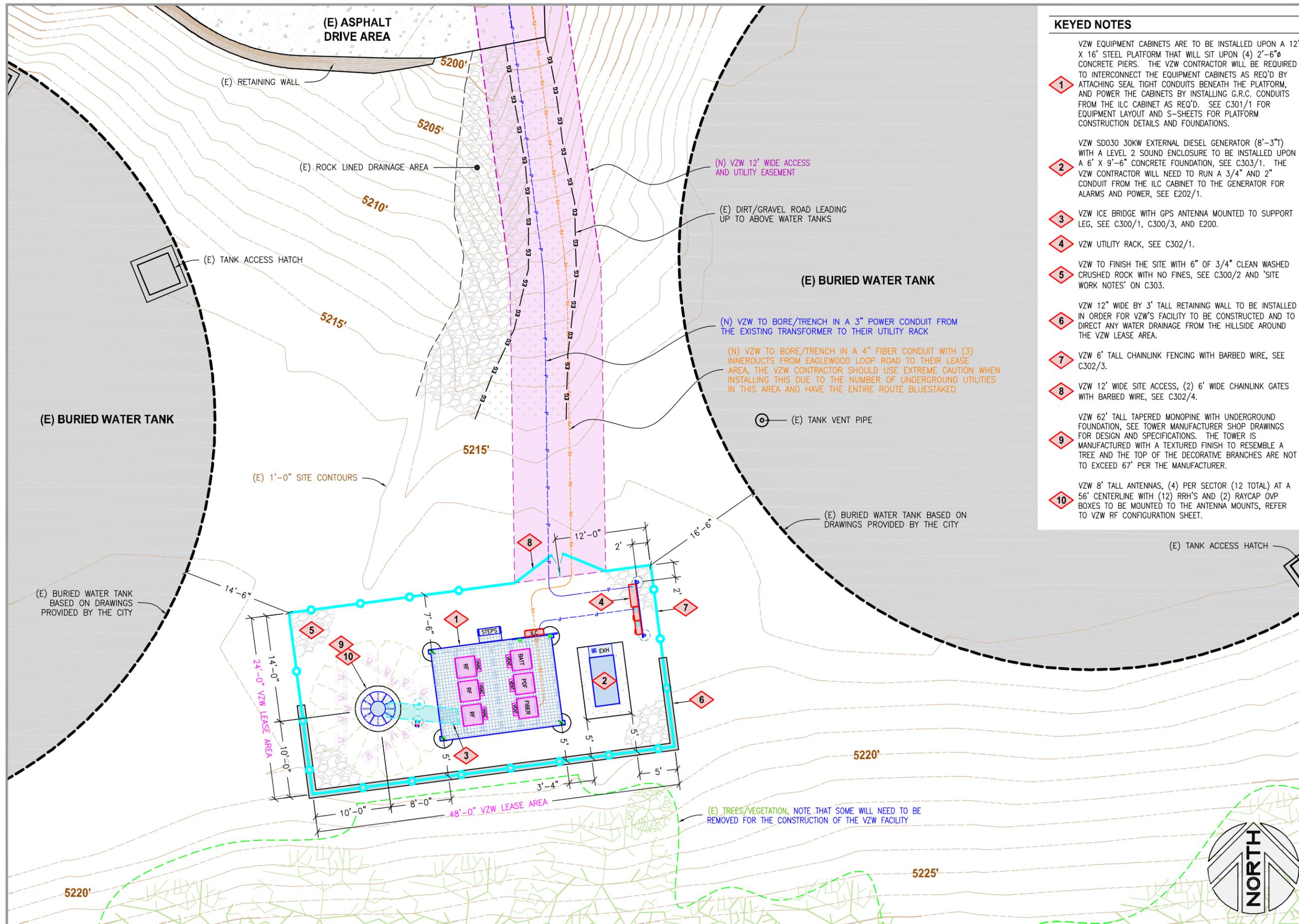
DRAWN BY: JAY C
 CHECKED BY: DAN T

REV	DATE	DESCRIPTION
0	04.21.2015	ZONING DRAWINGS

SAL - EAGLEWOOD
 SE SEC 12, T1N, R1W
 1110 EAST EAGLEWOOD DR
 NORTH SLC, UTAH 84054
 -- RAWLAND SITE --

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C100



KEYED NOTES

- 1 VZW EQUIPMENT CABINETS ARE TO BE INSTALLED UPON A 12' X 16' STEEL PLATFORM THAT WILL SIT UPON (4) 2'-6" CONCRETE PIERS. THE VZW CONTRACTOR WILL BE REQUIRED TO INTERCONNECT THE EQUIPMENT CABINETS AS REQ'D BY ATTACHING SEAL TIGHT CONDUITS BENEATH THE PLATFORM, AND POWER THE CABINETS BY INSTALLING G.R.C. CONDUITS FROM THE ILC CABINET AS REQ'D. SEE C301/1 FOR EQUIPMENT LAYOUT AND S-SHEETS FOR PLATFORM CONSTRUCTION DETAILS AND FOUNDATIONS.
- 2 VZW SD030 30KW EXTERNAL DIESEL GENERATOR (8'-3" T) WITH A LEVEL 2 SOUND ENCLOSURE TO BE INSTALLED UPON A 6' X 9'-6" CONCRETE FOUNDATION, SEE C303/1. THE VZW CONTRACTOR WILL NEED TO RUN A 3/4" AND 2" CONDUIT FROM THE ILC CABINET TO THE GENERATOR FOR ALARMS AND POWER, SEE E202/1.
- 3 VZW ICE BRIDGE WITH GPS ANTENNA MOUNTED TO SUPPORT LEG, SEE C300/1, C300/3, AND E200.
- 4 VZW UTILITY RACK, SEE C302/1.
- 5 VZW TO FINISH THE SITE WITH 6" OF 3/4" CLEAN WASHED CRUSHED ROCK WITH NO FINES, SEE C300/2 AND 'SITE WORK NOTES' ON C303.
- 6 VZW 12" WIDE BY 3' TALL RETAINING WALL TO BE INSTALLED IN ORDER FOR VZW'S FACILITY TO BE CONSTRUCTED AND TO DIRECT ANY WATER DRAINAGE FROM THE HILLSIDE AROUND THE VZW LEASE AREA.
- 7 VZW 6' TALL CHAINLINK FENCING WITH BARBED WIRE, SEE C302/3.
- 8 VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE, SEE C302/4.
- 9 VZW 62' TALL TAPERED MONOPOLE WITH UNDERGROUND FOUNDATION, SEE TOWER MANUFACTURER SHOP DRAWINGS FOR DESIGN AND SPECIFICATIONS. THE TOWER IS MANUFACTURED WITH A TEXTURED FINISH TO RESEMBLE A TREE AND THE TOP OF THE DECORATIVE BRANCHES ARE NOT TO EXCEED 67' PER THE MANUFACTURER.
- 10 VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 56' CENTERLINE WITH (12) RRH'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.



VERIZON WIRELESS
 9656 SOUTH PROSPERITY ROAD
 WEST JORDAN, UTAH 84088



TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
 5710 SOUTH GREEN STREET
 SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
 3115 SOUTH MELROSE DRIVE, SUITE #110
 CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C

CHECKED BY: DAN T

REV	DATE	DESCRIPTION
0	04.21.2015	ZONING DRAWINGS

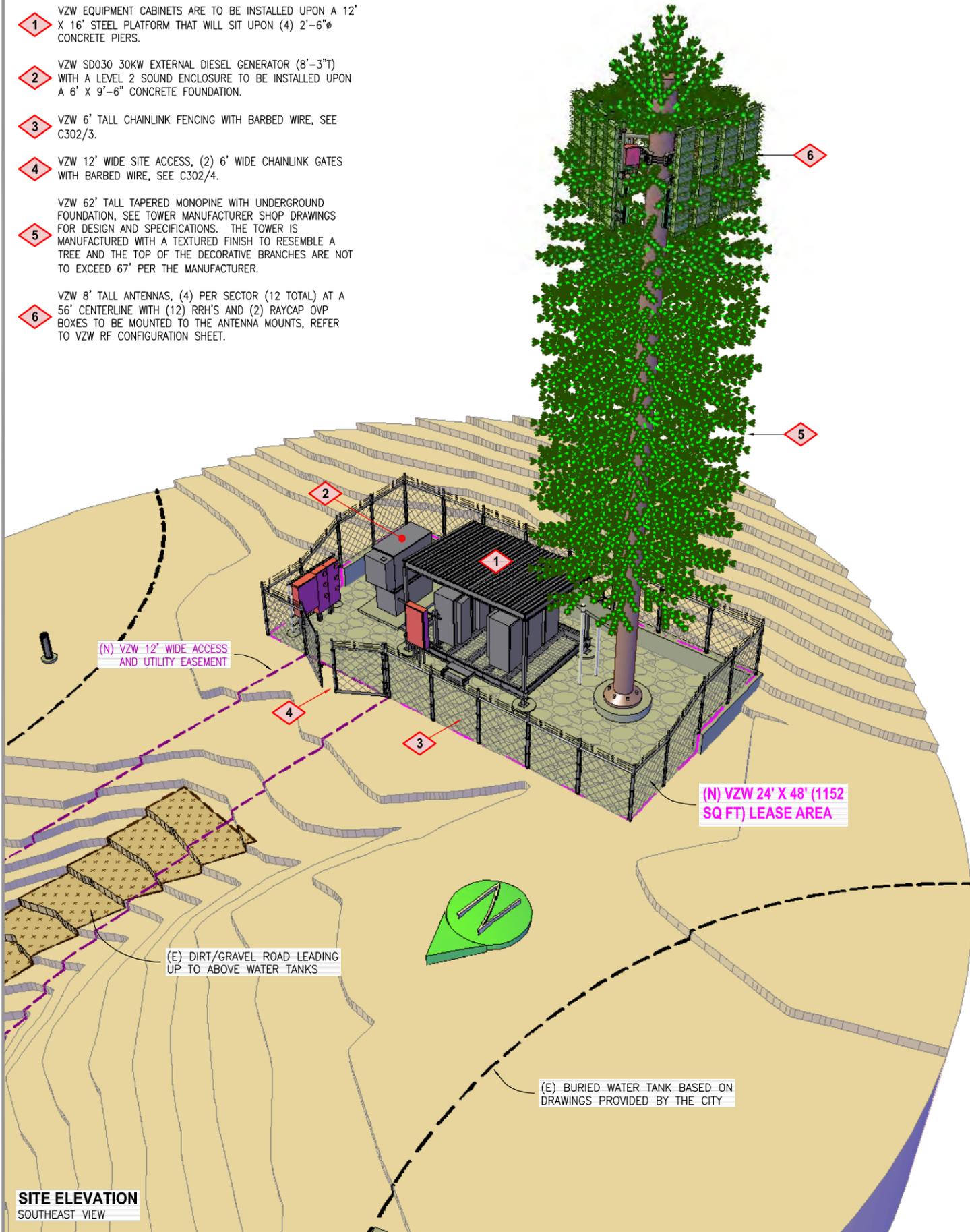
SAL - EAGLEWOOD
 SE SEC 12, T1N, R1W
 1110 EAST EAGLEWOOD DR
 NORTH SLC, UTAH 84054
 -- RAWLAND SITE --

SHEET TITLE
 ENLARGED SITE PLAN

SHEET NUMBER
C101

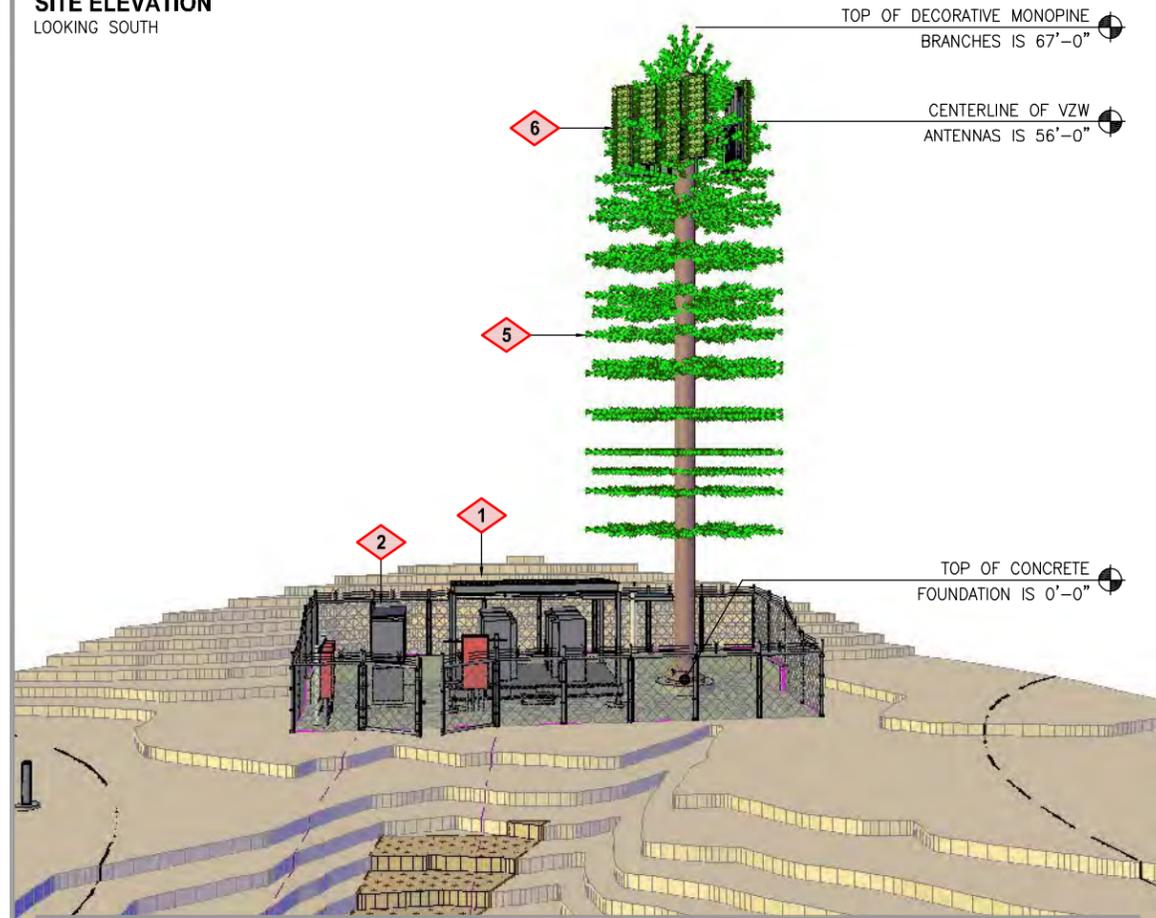
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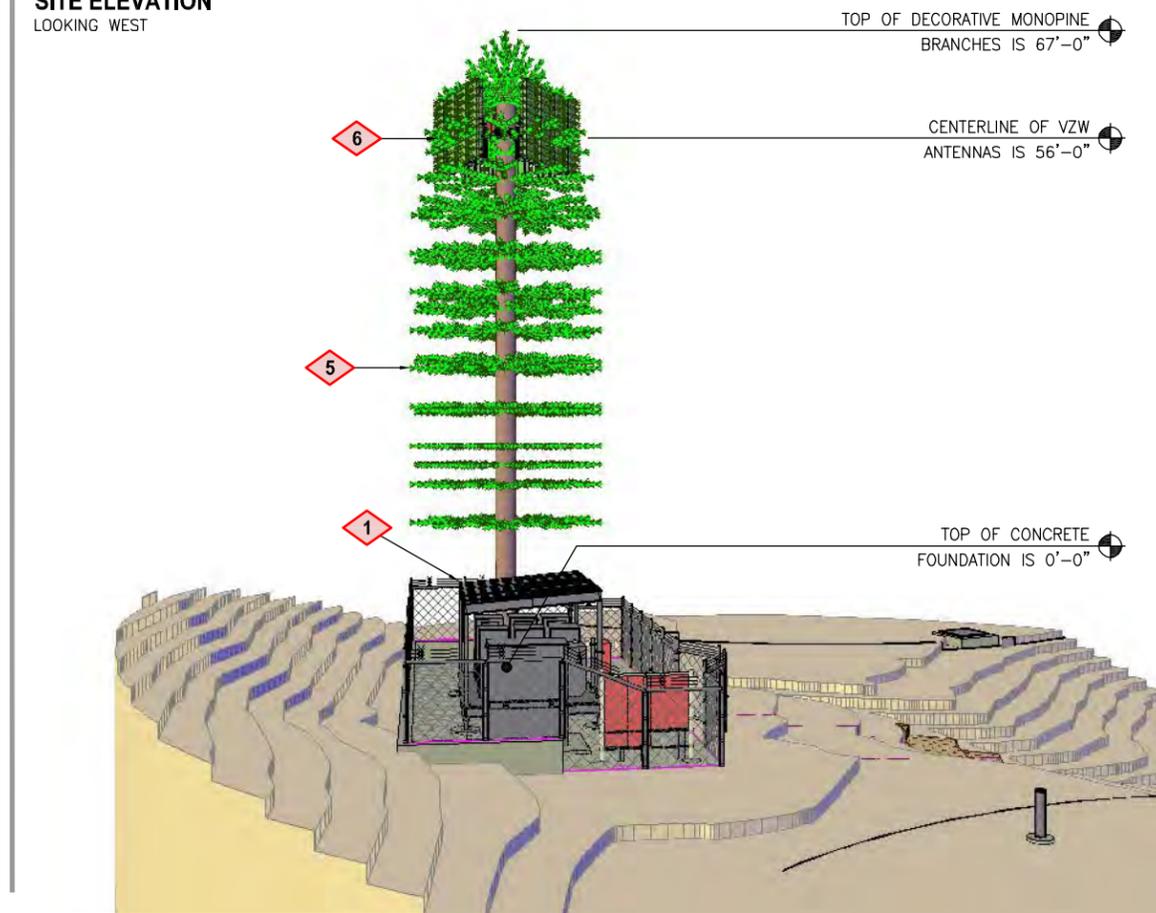


SITE ELEVATION
SOUTHEAST VIEW

SITE ELEVATION
LOOKING SOUTH



SITE ELEVATION
LOOKING WEST



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DRAWN BY: JAY C
CHECKED BY: DAN T

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NORTH SLC, UTAH 84054
-- RAWLAND SITE --

SHEET TITLE
SITE ELEVATIONS

SHEET NUMBER
C200



DRAFT

LAND LEASE AGREEMENT

This Agreement, made this ____ day of _____, 201__, between _____, with its principal offices located at _____, hereinafter designated LESSOR and _____ d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at [ADDRESS]_____, [MUNICIPALITY] _____, [COUNTY] _____, [STATE]_____, and being described as a ___' by ___' parcel containing _____ square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a ____ (__) foot wide right-of-way extending from the nearest public right-of-way, _____, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of \$_____ to be paid in equal monthly installments on the first day of the month, in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises, or on the first day of _____ (**INSERT MONTH AND YEAR**), whichever occurs first. In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of

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that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either of the foregoing or _____, if applicable, being the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation

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to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to \$_____ ; the annual rental for the second (2nd) five (5) year extension term shall be increased to \$_____ ; the annual rental for the third (3rd) five (5) year extension term shall be increased to \$_____ ; and the annual rental for the fourth (4th) five (5) year extension term shall be increased to \$_____ .

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

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LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

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9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost;

- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence.
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents,

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representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties

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are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants,

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easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

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LESSOR:

Telephone: () _____

LESSEE:

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's

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default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance

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policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to

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disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

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33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

d/b/a Verizon Wireless

By: _____
Name: Brian Mecum
Title: Area Vice President Network
Date: _____



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 & City Council

From: Paul Ottoson

Date: May 19, 2015

Subject: Property Encroachments onto Wild Rose Park

BACKGROUND

Several property owners on the south side of Country Court have encroached onto property owned by the City adjacent to Wild Rose Park. A map is attached showing the encroachments. Staff would like the City Council's recommendation on how to proceed. Possible options are:

1. Install a fence at the property line
2. Require the property owners to purchase the land they are using
3. Do nothing



6833 E

6877 E

6836 E

6874 E

6600 E

6444 E

6220 E

6099 E

6099 E

6500 E

6655 E

6533 E

6533 E

6533 E

6533 E



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: May 19, 2015

SUBJECT: Ordinance 2015-14: An ordinance related to a temporary moratorium on development applications for properties in the Town Center which are zoned Commercial Highway (C-H).

RECOMMENDATION

City staff recommends approval of Ordinance 2015-14 related to a temporary moratorium on development applications for properties in the Town Center which are zoned Commercial Highway (C-H).

BACKGROUND

The attached ordinance enacts a temporary moratorium on development applications for properties within the Town Center (south of 350 North) which are zoned Commercial Highway (C-H). The City's adopted zoning map has been attached so that you may see which properties are affected.

The C-H zoning district is a fairly liberal or expansive zone which allows all types of land uses including multi-family uses. This is consistent with the City's adopted General Plan and much of the corridor along US89 is appropriate for this zone. However, the Town Center land use study which is now nearing completion will make many recommendations about how the City's Land Use Ordinance should be changed, particularly related to the C-H zone so that good urban design principles, access management, architecture, pedestrian access, etc. may be improved in the Town Center. Our purpose in enacting the moratorium is to take the time needed to complete the study and make needed code changes so that new development and re-development will occur in the desired manner consistent with the City's goals.

Utah Code Title 10-9a-504 allows the City to enact ordinances establishing temporary (up to six months) land use regulations such as this if the legislative body finds a compelling, countervailing public interest.

POSSIBLE MOTION

I move that the City Council adopt Ordinance No. 2015-14.

ORDINANCE NO. 2015-14

AN ORDINANCE ADOPTING TEMPORARY ZONING REGULATIONS IN ACCORDANCE WITH UTAH CODE 10-9A-504 OF THE UTAH MUNICIPAL LAND USE AND DEVELOPMENT ACT WHICH WILL PROVIDE FOR A SIX MONTH MORATORIUM ON DEVELOPMENT APPLICATIONS FOR ALL PROPERTIES SOUTH OF 350 NORTH STREET WHICH ARE CURRENTLY ZONED COMMERCIAL HIGHWAY OR C-H.

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

WHEREAS, The City of North Salt Lake has undertaken a specific land use planning study and review of its Land Use Ordinance for the area of the City defined as the Town Center; and,

WHEREAS, The City of North Salt Lake finds that it is in the best interest of the City to impose temporary restrictions on development applications for the purpose of completing its study and adopting new regulations which will apply to properties within the Town Center; and

WHEREAS, The City of North Salt Lake has the authority to enact such a temporary moratorium on development applications if it finds that there is a compelling and countervailing public interest in enacting such a regulation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NORTH SALT LAKE UTAH, as follows:

SECTION 1. Temporary Moratorium

There is hereby enacted a temporary moratorium on development applications for all properties located south of 350 North Street which are zoned Commercial Highway (C-H) for the purpose of completing the Town Center land use plan and creating and adopting subsequent amendments, if any, to the City's Land Use Ordinances.

SECTION 2. Effective Date.

This ordinance shall take effect immediately upon posting.

PASSED and APPROVED this 19th day of May, 2015.

NORTH SALT LAKE CITY:

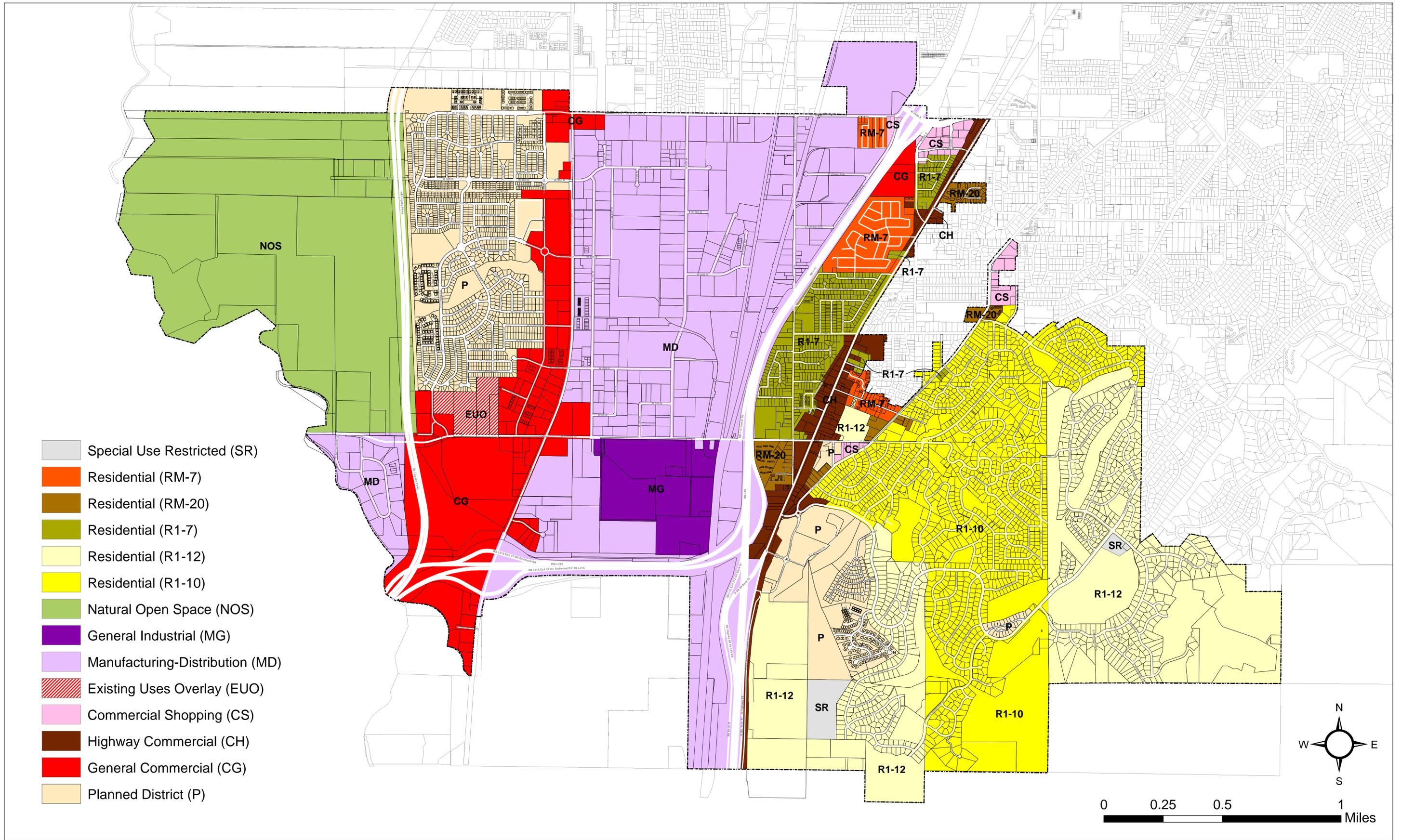
Leonard K. Arave, Mayor

ATTEST:

City Council Vote as Recorded:

City Recorder

<u>Name</u>	<u>Vote</u>
Council Member Horrocks	_____
Council Member Jacobson	_____
Council Member Jensen	_____
Council Member Mumford	_____
Council Member Porter	_____



Adopted: April 21, 2015

ZONING MAP



City of North Salt Lake
 10 E. Center Street
 North Salt Lake, UT 84054
 801-335-8700

RESOLUTION NO. 2015-16R

A RESOLUTION ADOPTING AN AMENDMENT TO INCREASE THE FISCAL YEAR 2014~2015 GENERAL FUND, REDEVELOPMENT AGENCY (RDA) FUND, DEBT SERVICE FUND, CAPITAL PROJECTS FUND, PARKS CAPITAL PROJECTS FUND, ROAD CAPITAL PROJECTS FUND, CULINARY WATER ENTERPRISE FUND, IRRIGATION WATER ENTERPRISE FUND, STORM WATER ENTERPRISE FUND, SOLID WASTE ENTERPRISE FUND, GOLF ENTERPRISE FUND, AND FLEET INTERNAL SERVICE FUND BUDGETS.

WHEREAS, the City of North Salt Lake has considered the adoption of an amendment to increase the 2014~2015 General Fund, RDA Fund, Capital Projects Fund, Debt Service Fund, Parks Capital Projects Fund, Road Capital Projects Fund, and Culinary Water Enterprise Fund, Irrigation Water Enterprise Fund, Storm Water Enterprise Fund, Solid Waste Enterprise Fund, Golf Enterprise Fund, and Fleet Internal Service Fund, and finds that it is in the best interest of the citizens and the City as a whole to adopt each of these aforesaid budgets; and

WHEREAS, a public hearing was properly noticed and held on Tuesday, May 19, 2015, for public comment concerning the adoption of said budgets; and

WHEREAS, such action is authorized by statute; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE AS FOLLOWS:

A change in the General Fund budget is hereby adopted for the 2014~2015 fiscal year in the following amounts:

- Increase revenue in the amount of (\$286,200)
- Increase expenditures/transfers-out in the amount of \$347,285
- Increase use of fund balance in the amount of (\$61,085)

A change in Redevelopment Fund Budget hereby adopted for the 2014~2015 fiscal year in the following amounts:

- Decrease revenue in the amount of \$88,320
- Decrease in the expenditures in the amount of (\$584,900)
- Decrease in the use of fund balance in the amount of \$496,580

A change in Debt Service Budget hereby adopted for the 2014~2015 fiscal year in the following amounts:

- Increase in the revenue /transfers-from in the amount of (\$35,770)
- Decrease in the use of fund balance in the amount of \$35,770

A change in Capital Projects Fund Budget hereby adopted for the 2014~2015 fiscal year in the following amounts:

- Increase revenue/transfers-in in the amount of (\$240,000)
- Increase expenditures/capital projects in the amount of \$38,000
- Decrease use of fund balance in the amount of \$202,000

A change in the Parks Capital Projects Fund Budget is hereby adopted for the 2014~2015 fiscal year in the following amounts:

Increase revenue/transfers-in in the amount of (\$105,000)
Decrease expenditures/capital projects in the amount of (\$155,237)
Change in use of/contribution to fund balance in the amount of \$260,237

A change in the Road Capital Projects Fund Budget is hereby adopted for the 2014~2015 fiscal year in the following amounts:

Increase revenues in the amount of \$(1,803,176)
Increase in expenditures/capital projects in the amount of \$2,028,681
Increase in the use of fund balance in the amount of (\$225,505)

A change in the Culinary Water Enterprise Fund Budget is hereby adopted for the 2014~2015 fiscal year in the following amounts:

Increase revenues in the amount of \$(128,417)
Decrease in expenditures/capital projects in the amount of (\$175,354)
Net change in the contribution from or (use of) fund balance of \$303,771

A change in the Irrigation Water Enterprise Fund Budget is hereby adopted for the 2014~2015 fiscal year in the following amounts:

Decrease/transfers-in in the amount of \$248,800
Decrease in expenditures/capital projects in the amount of (\$35,676)
Net change in the contribution from or (use of) fund balance of (\$213,124)

A change in the Storm Water Enterprise Fund Budget is hereby adopted for the 2014~2015 fiscal year in the following amounts:

Increase in revenues in the amount of (\$17,490)
Decrease in expenditures/capital projects in the amount of (\$205,996)
Net change in the contribution from or (use of) fund balance \$223,486

A change in the Solid Waste Enterprise Fund Budget is hereby adopted for the 2014~2015 fiscal year in the following amounts:

Increase in revenues in the amount of (\$5,145)
Decrease in expenditures/capital projects in the amount of (\$76,738)
Net change in the contribution from or (use of) fund balance \$81,883

A change in the Golf Enterprise Fund Budget is hereby adopted for the 2014~2015 fiscal year in the following amounts:

Increase in revenues/transfers-in in the amount of (\$38,115)
Increase in expenditures/capital projects in the amount of \$250,000
Net change in the contribution from or (use of) fund balance (\$211,885)

A change in the Fleet Internal Service Fund Budget is hereby adopted for the 2014~2015 fiscal year in the following amounts:

Increase in revenues in the amount of (\$114,007)
Increase in expenditures in the amount of \$59,019
Net change in the contribution from or (use of) fund balance \$54,988

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.

Passed and approved by the City Council of the City of North Salt Lake, this 19th day of May, 2015.

CITY OF NORTH SALT LAKE

By:

LEONARD K. ARAVE
Mayor

Attest:

By:

D. BARRY EDWARDS
Recorder

FISCAL YEAR 2014-2016 BUDGET ADJUSTMENT - MAY 19, 2015

FUND	DESCRIPTION	AMOUNT
GENERAL FUND		
REVENUE	INCREASE - REVENUE	\$ (286,200)
EXPENDITURES	INCREASE - EXPENDITURES	54,170
	INCREASE - TRANSFER OUT	293,115
		<u>\$ 61,085</u>
FUND BALANCE	INCREASE - USE OF FUND BALANCE	\$ (61,085)
REDEVELOPMENT AGENCY		
RDA OPERATING REVENUE	DECREASE - STATE GRANT REVENUE	\$ 200,000
	INCREASE - EAGLEWOOD CDA TAX INCREMENT	(111,680)
		<u>\$ 88,320</u>
RDA OPERATING EXPENSE	INCREASE - EAGLEWOOD TAX INCREMENT PAYMENT TO COMPASS	\$ 106,100
	INCREASE - PROF & TECHNICAL - NEW AREA	9,000
	DECREASE - UDOT OVERLAND PROJECT	(700,000)
		<u>\$ (584,900)</u>
FUND BALANCE	DECREASE - USE OF FUND BALANCE	\$ 496,580
DEBT SERVICE FUND		
DEBT SERVICE TAX REVENUE	INCREASE - TAX REVENUE	\$ (70,000)
DEBT SERVICE NON OPERATING REV	DECREASE - BAB INTEREST GRANT	4,230
	DECREASE - TRANSFER FROM THE GF	30,000
		<u>\$ (35,770)</u>
FUND BALANCE	DECREASE - USE OF FUND BALANCE	\$ 35,770
CAPITAL PROJECTS FUND		
CAPITAL FUND NON OPERATING REV	INCREASE - TRANSFER - IN GENERAL FUND	\$ (260,000)
CAPITAL FUND NON OPERATING REV	DECREASE - INTEREST REVENUE	20,000
		<u>\$ (240,000)</u>
CAPITAL FUND PROJECTS	INCREASE - WIFI TOWER	\$ 18,000
CAPITAL FUND NON OPERATING EXP	INCREASE - TRANSFER OUT TO SOLID WASTE - POSSIBLE CASH SHORT	\$ 20,000
FUND BALANCE	DECREASE USE OF FUND BALANCE	\$ 202,000
PARKS CAPITALPROJECTS FUND		
PARKS CAPITAL REVENUE	INCREASE - IMPACT FEE AND MISC REV	\$ (80,000)

PARKS NON OPERATING REVENUE	INCREASE - TRANSFER-IN GENERAL FUND WETLANDS STUDY	(25,000) <u>(25,000)</u> \$ (105,000)
PARKS CAP EXP NON OPERATING	DECREASE - DEVELOPER REIMBURSEMENT	\$ (100,000)
PARKS CAPITAL PROJECTS	DECREASE - FOXBORO OPEN SPACE/ TRAIL DEV (2016 BIG WEST) INCREASE - GREGERSON TRAIL PARK INCREASE - DEER HOLLOW PARK IMPROVEMENTS - BEGIN 2015 DECREASE - FOXBORO SOUTH PARK DECREASE - CITY HALL PARK	\$ (40,880) 400 5,000 (12,890) (6,867) <u>(55,237)</u> \$ (55,237)
FUND BALANCE	DECREASE USE OF FUND BALANCE INCREASE CONTRIBUTION TO FUND BALANCE	\$ 38,331 221,906 <u>260,237</u> \$ 260,237
ROAD CAPITAL PROJECTS FUND		
ROAD CAPITAL NON OPERATING REV	INCREASE - CAPITAL GRANTS - FEDERAL DECREASE - REIMBURSEMENTS INCREASE - IMPACT ROAD INCREASE - INTEREST EARNINGS RESTRICTED	\$ (1,778,176) 35,000 (54,000) (6,000) <u>(1,803,176)</u> \$ (1,803,176)
ROAD CAPITAL PROJECTS	DECREASE - OVERLAY - CENTER STREET INCREASE - TRAFFIC STUDY DECREASE - OVERLAND-CTR STR (US 89-OR) DECREASE - ELK HOLLOW DR & COVE CIR RECON DECREASE - OVERLAY-200 NOR AND 50 WEST DECREASE - OVERLAY-WINDSOR AND ASCOT DECREASE - OVERLAY-EAGLEPOINTE CIRCLE DECREASE - OVERLAY-SPRINGWOOD AND CIRCLE DECREASE - RECONCST - HID LN,HID CIR, LOF INCREASE - 1100 N WIDEN/ETC INCREASE - CENTER ST WIDENING INCREASE - WOOD BRIAR RECONSTRUCTION INCREASE - 500 NORTH RECONSTRUCT	\$ (67,000) 1,000 (29,390) (72,465) (52,000) (95,000) (25,000) (125,000) (12,840) 231,200 1,938,176 125,000 212,000 <u>2,028,681</u> \$ 2,028,681
FUND BALANCE	INCREASE - USE OF FUND BALANCE	\$ (225,505)

WATER FUND

WATER CHARGES FOR SERVICE	INCREASE - OPERATING REVENUE	\$ (256,732)
WATER NON OPERATING REVENUE	DECREASE - IMPACT FEE REVENUE	128,315
		<u>\$ (128,417)</u>

WATER OPERATING EXPENSE	INCREASE - DEPRECIATION, ELECTRICITY, INTERFUND, BANK CHGS	\$ 305,204
WATER NON OPERATING EXPENSE - CLOST DEBT	DECREASE - DEBT SERVICE, CLOSE DEBT AND ASSETS	(533,351)
		<u>\$ (228,147)</u>

WATER CAPITAL PROJECTS	DECREASE - WEBER BASIN TURNOUT	\$ (5,900)
	DECREASE - BASIN EXPANSION RESERVED	(6,040)
	INCREASE - MAJOR REPAIRS MISC - WATER DAMAGE TO ROADS ETC	51,733
	DECREASE - 1100 NO WATERLINE 400 W-200 W	(10,000)
	INCREASE - WATERLINE 1100 N MAIN TO OVERL	23,000
		<u>\$ 52,793</u>

NET POSITION	DECREASE - USE OF NET POSITION	\$ 239,311
	INCREASE - CONTRIBUTION TO NET POSITION	64,460
		<u>\$ 303,771</u>

IRRIGATION FUND

IRRIGATION CHARGES FOR SERVICE	INCREASE - REVENUE	\$ (41,800)
PRESSURIZED IRRIGATION NON OPE	DECREASE - IMPACT FEE REVENUE	310,600
	INCREASE - TRANSFER IN - CAPITAL IMPROVEMENT	(20,000)
		<u>\$ 248,800</u>

IRRIGATION OPERATING EXPENSE	INCREASE - OPERATING EXPENSE - DEPRECIATION	\$ 85,000
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IRRIGATION CAPITAL PROJECTS	DECREASE - PARKS CENTRAL CONTROL	\$ (88,600)
	DECREASE - FREDA WELL CONVERT-SECONDARY	(32,076)
	DECREASE - BOOSTER PUMP	260,000
		<u>\$ 139,324</u>

IRRIGATION NON OPERATING EXPEN	INCREASE - CLOSE ASSET	\$ (260,000)
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NET POSITION	DECREASE - CONTRIBUTION TO NET POSITION	\$ (213,124)
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STORM WATER FUND

STORM NON OPERATING REVENUE	INCREASE - GRANT AND IMPACT FEE REVENUE	\$ (17,490)
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STORM OPERATING EXPENSE	INCREASE - OPERATING EXPENSE - DEPRECIATION	\$ 148,100
STORM NON OPERATING EXPENSE	DECREASE -PRINCIPAL, CLOSE DEBT AND ASSET	\$ (277,486)
STORM CAPITAL PROJECTS	DECREASE - SECONDARY WTR - DET BASIN	\$ (76,610)
NET POSITION	DECREASE - USE OF NET POSITION	\$ 223,486
SOLID WASTE FUND		
SOLID WASTE OPERATING EXPENSE	DECREASE - OPERATING EXPENSE - CONTRACT AND INCREASE CAN PURCHASE	\$ (5,145)
SOLID WASTE NON OPERATING EXP	DECREASE NON OPERATING EXPENSE - CLOSE DEBT AND ASSET	\$ (41,730)
RECYCLING OPERATION EXPENSE	DECREASE - OPERATING EXPENSE - CONTRACT AND CAN PURCHASE	\$ (35,008)
NET POSITION	DECREASE - USE OF NET POSITION	\$ 33,341
	INCREASE - CONTRIBUTION TO NET POSITION	48,542
		<u>\$ 81,883</u>
GOLF FUND		
GOLF COURSE NON OPERATING	INCREASE - TRANSFER FROM THE GENERAL FUND	\$ (38,115)
GOLF COURSE CLUBHOUSE OPERATING	INCREASE OPERATING EXPENSE - DEPRECIATION	\$ 250,000
NET POSITION	INCREASE - CONTRIBUTION TO NET POSITION	\$ (211,885)
FLEET FUND		
FLEET MANAGEMENT OPERATING REV	INCREASE - INTERDEPARTMENTAL REVENUE	\$ (93,007)
FLEET MANAGEMENT NON OPERATING REV	INCREASE - INTEREST REV AND GAIN ON SALE	\$ (21,000)
FLEET MANAGEMENT OPERATING EXPENSE	INCREASE - EXPENSE DEPRECIATION AND OPERATING SUPPLIES	\$ 280,000
FLEET MANAGEMENT NON OPERATING EXPENSE	DECREASE - CLOSE DEBT AND ASSETS	\$ (220,981)
NET POSITION	DECREASE - USE OF NET POSITION	\$ 116,734
	INCREASE - CONTRIBUTION TO NET POSITION	(61,746)
		<u>\$ 54,988</u>

RESOLUTION NO. 2015-17R

A RESOLUTION ADOPTING THE NEXT FISCAL YEAR 2015~2016 GENERAL FUND, REDEVELOPMENT AGENCY, DEBT SERVICE FUND, CAPITAL PROJECTS FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUND BUDGETS, AND SALARY SCHEDULE AS PREVIOUSLY APPROVED.

WHEREAS, the City of North Salt Lake has considered the adoption of its 2015~2016 General Fund, Redevelopment Agency, Debt Service Fund, Capital Projects Fund, Enterprise Funds, Internal Service Fund Budget, and the previously approved salary schedule, and finds that it is in the best interest of the citizens and the City as a whole to adopt each of these aforesaid budgets; and

WHEREAS, a public hearing was properly noticed and held on Tuesday, May 19, 2015, for public comment concerning the adoption of said budgets; and

WHEREAS, such action is authorized by statute; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE AS FOLLOWS:

The General Fund Budget in the amount of \$9,662,600 is hereby adopted for the 2015~2016 fiscal year.

The Redevelopment Agency Budget in the amount of \$155,000 is hereby adopted for the 2015~2016 fiscal year.

The RAP Tax Debt Service Budget in the amount of \$392,100 is hereby adopted for the 2015~2016 fiscal year.

The Capital Projects Budget in the amount of \$260,000 is hereby adopted for the 2015~2016 fiscal year.

The Parks Capital Project Budget in the amount of \$413,000 is hereby adopted for the 2015~2016 fiscal year.

The Police Facilities Capital Project Budget in the amount of \$34,300 is hereby adopted for the 2015~2016 fiscal year.

The Roadways Capital Project Budget in the amount of \$680,000 is hereby adopted for the 2015~2016 fiscal year.

The Culinary Water Enterprise Budget in the amount of \$3,708,974 is hereby adopted for the 2015~2016 fiscal year.

The Pressurized Irrigation Water Enterprise Budget in the amount of \$407,458 is hereby adopted for the 2015~2016 fiscal year.

The Storm Water Enterprise Budget in the amount of \$743,688 is hereby adopted for the 2015~2016 fiscal year.

The Solid Waste Utility Enterprise Budget in the amount of \$860,400 is hereby adopted for the 2015~2016 fiscal year.

The Eaglewood Golf Enterprise Budget in the amount of \$1,895,000 is hereby adopted for the 2015~2016 fiscal year.

The Fleet Internal Service Budget in the amount of \$606,180 is hereby adopted for the 2015~2016 fiscal year.

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.

Passed and approved by the City Council of the City of North Salt Lake, this 19th day of May, 2015.

CITY OF NORTH SALT LAKE

By:

LEONARD K. ARAVE
Mayor

Attest:

By:

D. BARRY EDWARDS
Recorder

**GENERAL FUND
REVENUE AND EXPENDITURES
FISCAL YEARS 2015 and 2016 PROJECTIONS FISCAL YEAR**

	ACTUAL FY 2014	BUDGET FY 2015	PROJECTED FY 2015	BUDGET FY 2016
BEGINNIG FUND BALANCE	\$ 1,559,411	\$ 1,972,128	\$ 1,972,128	1,973,128
REVENUES (projected with growth rate increase)				
TAX REVENUE				
PROPERTY TAX - GENERAL	\$ 2,380,383	\$ 2,424,060	\$ 2,439,060	\$ 2,488,000
SALES AND USE TAX	3,094,214	3,083,530	3,334,000	3,467,400
ENERGY SALES AND USE - POWER	976,822	950,000	980,000	990,000
ENERGY SALES AND USE - GAS	408,686	470,000	408,000	410,000
TRANSIENT ROOM AND SHORT TERM	29,417	28,280	28,300	30,000
CABLE TAX	66,410	67,000	67,000	68,000
TELEPHONE TAX	294,881	294,769	300,000	300,000
LICENSES AND PERMITS	228,926	225,230	235,000	235,000
INTERGOVERNMENTAL (CRoad/Liquor)	553,195	669,100	487,000 *	531,400
CHARGES FOR SERVICES	880,228	754,975	654,690	457,800
JUDICIAL	358,417	380,000	345,000	390,000
MISCELLANEOUS	62,803	49,000	31,000	31,000
OTHER FINANCING SOURCE	-	-	237,700	264,000
	<u>\$ 9,334,382</u>	<u>\$ 9,395,944</u>	<u>\$ 9,546,750</u>	<u>\$ 9,662,600</u>
EXPENDITURES				
GOVERNING COUNCIL	\$ 178,149	\$ 210,150	\$ 210,150	\$ 213,700
CHIEF ADMINISTRATIVE OFFICER	425,566	437,330	423,830	445,000
FINANCIAL	278,923	227,825	206,325	217,450
ADMINISTRATIVE SUPPORT	197,817	292,247	302,052	261,120
PLANNING AND ZONING	301,608	393,793	385,743	392,250
PROPERTY MANAGEMENT	196,579	182,900	187,500	168,100
BUILDING INSPECTION	242,500	279,929	278,509	233,260
GENERAL GOVT NON OPERATING (CR and Golf)	1,087,649	1,175,585	1,240,700	982,900
JUDICIAL	241,841	259,365	221,865	255,070
JUSTICE COURT	49,630	44,500	44,500	48,000
ANIMAL CONTROL AND REGULATION	24,060	24,480	24,480	26,000
EMERGENCY MANAGEMENT	7,657	9,959	9,959	10,000
POLICE	2,559,423	2,628,252	2,618,157	2,844,965
POLICE-CODE ENFORCEMENT	55,373	66,266	71,471	70,115
SPECIAL DETAIL SERVICES	21,799	27,500	27,500	27,500
DISPATCH AND COMMUNICATIONS	64,780	67,310	67,310	70,680
FIRE	1,163,309	1,188,007	1,179,007	1,293,760
ENGINEERING AND DESIGN	178,423	211,870	214,915	232,660
STREETS ADMINISTRATION	730,224	664,808	732,232	782,660
STREETS AND HIGHWAYS	63,212	84,000	96,000	66,000
SIDEWALKS AND CROSSWALKS	20,257	40,000	45,000	40,000
STREET CLEANING & SNOW REMOVAL	58,744	70,000	42,000	73,000
ENGINEERING, DESIGN, & STUDIES	8,236	12,000	12,000	12,000
STREET LIGHTING & TRAF CONTROL	105,580	127,000	152,000	123,000
PARKS ADMINISTRATION	457,400	443,816	455,991	480,910
PARK FACILITIES	46,645	101,040	133,000	132,000
SPECIAL EVENTS	63,543	59,000	61,000	63,000
PARKS PROGRAMS	31,788	34,054	33,054	34,000
PARK AREAS	60,950	64,500	69,500	58,500
TOTAL EXPENDITURES	<u>\$ 8,921,665</u>	<u>\$ 9,427,486</u>	<u>\$ 9,545,750</u>	<u>\$ 9,657,600</u>
CONTRIBUTION TO/(USE OF FUND BALANCE)	\$ 412,717	\$ (31,542)	\$ 1,000	\$ 5,000
ENDING FUND BALANCE	\$ 1,972,128	\$ 1,940,586	\$ 1,973,128	\$ 1,978,128

SPECIAL REVENUE FUND

FUND	2014 ACTUAL	2015 BUDGET	2015 PROJECTED ENDING	2016 RECOMMENDED BUDGET
RDA / CDA - Revenue	\$ -	\$ 111,680	\$ 111,680	\$ 155,000
RDA / CDA - Expenditures	21,404	141,680	141,680	137,000
Fund Balance - Use of (-)/Cont to +	(21,404)	(30,000)	(30,000)	18,000
Plus: Beginning Fund Balance:	(4,548)	(25,952)	(25,952)	(55,952)
Equals: Ending Fund Balance:	\$ (25,952)	\$ (55,952)	\$ (55,952)	\$ (37,952)

DEBT SERVICE FUND

FUND	2014 ACTUAL	2015 BUDGET	2015 PROJECTED ENDING	2016 RECOMMENDED BUDGET
RAP Debt Svc - Revenue	\$ 408,358	\$ 347,816	\$ 387,816	\$ 392,100
RAP Debt Svc - Exp	336,012	397,688	397,690	337,420
Fund Balance - Use of (-)/Cont to +	72,346	(49,872)	(9,874)	54,680
Plus: Beginning Fund Balance:	96,056	168,402	168,402	158,528
Equals: Ending Fund Balance:	\$ 168,402	\$ 118,530	\$ 158,528	\$ 213,208

CAPITAL PROJECT FUNDS

	2014 ACTUAL	2015 BUDGET	2015 PROJECTED ENDING	2016 RECOMMENDED BUDGET
Capital Improvements - Revenue	\$ 114,459	\$ 465,000	\$ 445,000	\$ 65,000
Capital Improvements - Exp	559,462	863,095	763,095	260,000
Fund Balance - Use of (-)/Cont to +	(445,003)	(298,095)	(318,095)	(195,000)
Plus: Beginning Fund Balance:	4,117,217	3,672,214	3,672,214	3,354,119
Equals: Ending Fund Balance:	\$ 3,672,214	\$ 3,374,119	\$ 3,354,119	\$ 3,159,119
Park Development - Revenue	\$ 1,181,872	\$ 1,278,100	\$ 1,328,100	\$ 413,000
Park Development - Exp	1,932,748	1,098,331	977,174	235,000
Fund Balance - Use of (-)/Cont to +	(750,876)	179,769	350,926	178,000
Plus: Beginning Fund Balance:	283,141	(467,735)	(467,735)	(116,809)
Equals: Ending Fund Balance:	\$ (467,735)	\$ (287,966)	\$ (116,809)	\$ 61,191
Police Facilities - Revenue	\$ 130,047	\$ 208,000	\$ 105,000	\$ 34,300
Police Facilities - Expenditures	100,000	240,000	140,000	34,300
Fund Balance - Use of (-)/Cont to +	30,047	(32,000)	(35,000)	-
Plus: Beginning Fund Balance:	36,678	66,725	66,725	31,725
Equals: Ending Fund Balance:	\$ 66,725	\$ 34,725	\$ 31,725	\$ 31,725
Roadway Development - Revenue	\$ 1,353,269	\$ 4,132,656	\$ 4,151,656	\$ 680,000
Roadway Development - Exp	362,738	5,202,167	4,723,472	409,000
Fund Balance - Use of (-)/Cont to +	990,531	(1,069,511)	(571,816)	271,000
Plus: Beginning Fund Balance:	1,039,825	2,030,356	2,030,356	1,458,540
Equals: Ending Fund Balance:	\$ 2,030,356	\$ 960,845	\$ 1,458,540	\$ 1,729,540

ENTERPRISE FUNDS

	2014 ACTUAL	2015 BUDGET	2015 PROJECTED ENDING	2016 RECOMMENDED BUDGET
Culinary Water - Revenue	\$ 5,139,039	\$ 4,707,042	\$ 4,619,586	\$ 3,708,974
Culinary Water - Exp	3,049,936	2,696,105	2,849,978	2,951,542
Culinary Water -Capital Exp	2,181,288	2,250,248	2,578,185	1,655,783
Capitalized Transactions (Debt and Infrastructure)	<u>(2,181,288)</u>	<u>(2,250,248)</u>	<u>(2,578,185)</u>	<u>(1,655,783)</u>
Net Position - +Increase (-) Decrease	2,089,103	2,010,937	1,769,609	757,432
Plus: Beginning Fund Equity:	<u>10,875,708</u>	<u>12,964,811</u>	<u>12,964,811</u>	<u>14,734,420</u>
Equals: Ending Fund Equity:	12,964,811	14,975,748	14,734,420	15,491,851
Pressurized Irrig - Revenue	\$ 785,394	\$ 645,750	\$ 376,950	\$ 368,500
Pressurized Irrig - Exp	359,579	242,732	334,690	407,458
Pressurized Irrig -Capital Exp	883,712	120,676	260,000	-
Capitalized Transactions (Debt and Infrastructure)	<u>(883,712)</u>	<u>(120,676)</u>	<u>(260,000)</u>	<u>-</u>
Net Position - +Increase (-) Decrease	425,815	403,018	42,260	(38,958)
Plus: Beginning Fund Equity:	<u>4,881,036</u>	<u>5,306,851</u>	<u>5,306,851</u>	<u>5,349,111</u>
Equals: Ending Fund Equity:	\$ 5,306,851	\$ 5,709,869	\$ 5,349,111	\$ 5,310,153
Storm Water - Revenue	\$ 1,005,553	\$ 888,200	\$ 733,438	\$ 743,688
Storm Water - Exp	381,122	338,426	491,923	540,755
Storm Water -Capital Exp	893,338	834,260	682,755	209,500
Capitalized Transactions (Debt and Infrastructure)	<u>(893,338)</u>	<u>(834,260)</u>	<u>(682,755)</u>	<u>(209,500)</u>
Net Position - +Increase (-) Decrease	624,431	549,774	241,515	202,933
Plus: Beginning Fund Equity:	<u>4,233,925</u>	<u>4,858,356</u>	<u>5,408,130</u>	<u>5,649,645</u>
Equals: Ending Fund Equity:	\$ 4,858,356	\$ 5,408,130	\$ 5,649,645	\$ 5,852,578
Solid Waste - Revenue	\$ 901,727	\$ 933,560	\$ 937,560	\$ 860,400
Solid Waste - Exp	903,102	(19,000)	910,523	841,033
Solid Waste-Capital Exp	49,316	19,000	64,058	48,225
Capitalized Transactions (Debt and Infrastructure)	<u>(49,316)</u>	<u>(19,000)</u>	<u>(64,058)</u>	<u>(48,225)</u>
Net Position - +Increase (-) Decrease	\$ (1,375)	\$ 19,000	\$ 27,037	\$ 19,367
Plus: Beginning Fund Equity:	<u>136,640</u>	<u>135,265</u>	<u>135,265</u>	<u>162,302</u>
Equals: Ending Fund Equity:	\$ 135,265	\$ 154,265	\$ 162,302	\$ 181,669
Golf - Revenue	1,840,767	1,838,585	1,825,620	1,895,000
Golf - Exp	1,493,510	1,271,704	1,512,865	1,469,110
Golf -Capital Exp	703,092	723,881	703,025	699,790
Capitalized Transactions (Debt and Infrastructure)	<u>(703,092)</u>	<u>(723,881)</u>	<u>(703,025)</u>	<u>(699,790)</u>
Net Position - +Increase (-) Decrease	347,257	566,881	312,755	425,890
Plus: Beginning Fund Equity:	<u>2,069,188</u>	<u>2,416,445</u>	<u>2,983,326</u>	<u>3,296,081</u>
Equals: Ending Fund Equity:	\$ 2,416,445	\$ 2,983,326	\$ 3,296,081	\$ 3,721,971

INTERNAL SERVICE FUND

	2014 ACTUAL	2015 BUDGET	2015 PROJECTED ENDING	2016 RECOMMENDED BUDGET
Fleet - Revenue	\$ 1,823,715	\$ 449,019	\$ 538,260	\$ 606,180
Fleet - Exp	353,051	500,003	538,260	606,180
Fleet -Capital Exp	536,426	227,981	231,905	317,925
Capitalized Transactions (Debt and Infrastructure)	<u>(536,426)</u>	<u>(227,981)</u>	<u>(231,905)</u>	<u>(317,925)</u>
Net Position - +Increase (-) Decrease	1,470,664	(50,984)	-	-
Plus: Beginning Fund Equity:	<u>-</u>	<u>1,470,664</u>	<u>1,470,664</u>	<u>1,470,664</u>
Equals: Ending Fund Equity:	\$ 1,470,664	\$ 1,419,680	\$ 1,470,664	\$ 1,470,664

CAPITAL IMPROVEMENT FY 2015-2016

	Total Budget
BEGINNING FUND BALANCE	\$ 3,354,119
40-3042-33201 OPERATING GRANTS - STATE	\$ -
40-3042-36100 INTEREST EARNINGS	5,000
40-3042-37143 TRANSFERS FROM PUBLIC SAFETY	34,300
TOTAL REVENUE	\$ 39,300
TRANSFER TO GENERAL FUND	\$ 260,000
TOTAL EXPENDITURES	\$ 260,000
ENDING FUND BALANCE	\$ 3,133,419

PUBLIC SAFETY CAPITAL FUND FY 2015-2016

	Total Budget
TOTAL BEGINNING FUND BALANCE	\$ 31,725
43-2002-34701 IMPACT POLICE	\$ 34,300
TOTAL REVENUE	\$ 34,300
43-2008-49140 TRANSFERS TO CAPITAL PROJECT	34,300
TOTAL EXPENDITURE	\$ 34,300
ENDING FUND BALANCE	\$ 31,725

PARKS CAPITAL FUND FY 2015-2016

	Total Budget
BEGINNING FUND BALANCE	
TOTAL BEGINNING FUND BALANCE	\$ (116,809)
41-5301-34701 IMPACT PARK	\$ 308,000
41-5301-36000 BIG WEST OIL GRANT	105,000
TOTAL REVENUE	\$ 413,000
41-5336-57978 FOXBORO WETLANDS - BIG WEST OIL FUNDING	105,000
41-5356-57960 DEER HOLLOW PARK IMPROVEMENTS	100,000
New Account REPLACE SAND WITH WOODCHIPS-PLAYGROUNDS	30,000
TOTAL EXPENDITURE	\$ 235,000
ENDING FUND BALANCE	\$ 61,191

ROAD CAPITAL FUND FY 2015-2016

6/30/2015

		Total Budget
	BEGINNING FUND BALANCE	\$ 1,264,344
	44-3502-34701 IMPACT ROAD	264,600
	44-3502-36100 INTEREST EARNINGS	3,000
	44-3502-37111 TRANSFERS FROM GEN FUND C ROAD	413,900
	TOTAL REVENUE	\$ 681,500
	44-3505-51301 ANNUAL SEAL COAT C ROAD	\$ 140,000
	44-3505-56180 OVERLAY - CENTER STREET	67,000
	44-3505-56186 OVERLAY-EAGLEPOINTE CIRCLE	25,000
	44-3505-56187 OVERLAY-SPRINGWOOD AND CIRCLE	125,000
	44-3505-56184 OVERLAY-200 NOR AND 50 WEST	52,000
	TOTAL EXPENDITURE	\$ 409,000
	ENDING FUND BALANCE	\$ 1,536,844

WATER CAPITAL FUND FY 2015-2016

	Total Budget
Capital Equipment	\$100,000
400 East Waterline, Cottontree Inn to 900 North	158,000
Transmission Line to 5480 Reservoir	37,000
Union Avenue Changeover	117,000
Reservoir Interior Piping	107,400
Secondary Water Services - Woodbriar	232,100
	<hr/> \$751,500

STORM WATER CAPITAL FUND FY 2015-2016

	Total Budget
Eagleridge Storm Drive Project Phase 1 (EV Detention Basin)	\$131,000



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 & City Council

From: Paul Ottoson

Date: May 19, 2015

Subject: Miscellaneous Street Preservations – High Density Mineral Bond HA5

RECOMMENDATION

City staff recommends awarding a contract to Holbrook Asphalt Co. for “Miscellaneous Street Preservations - High Density Mineral Bond (HA5)” for the price of \$184,000.00.

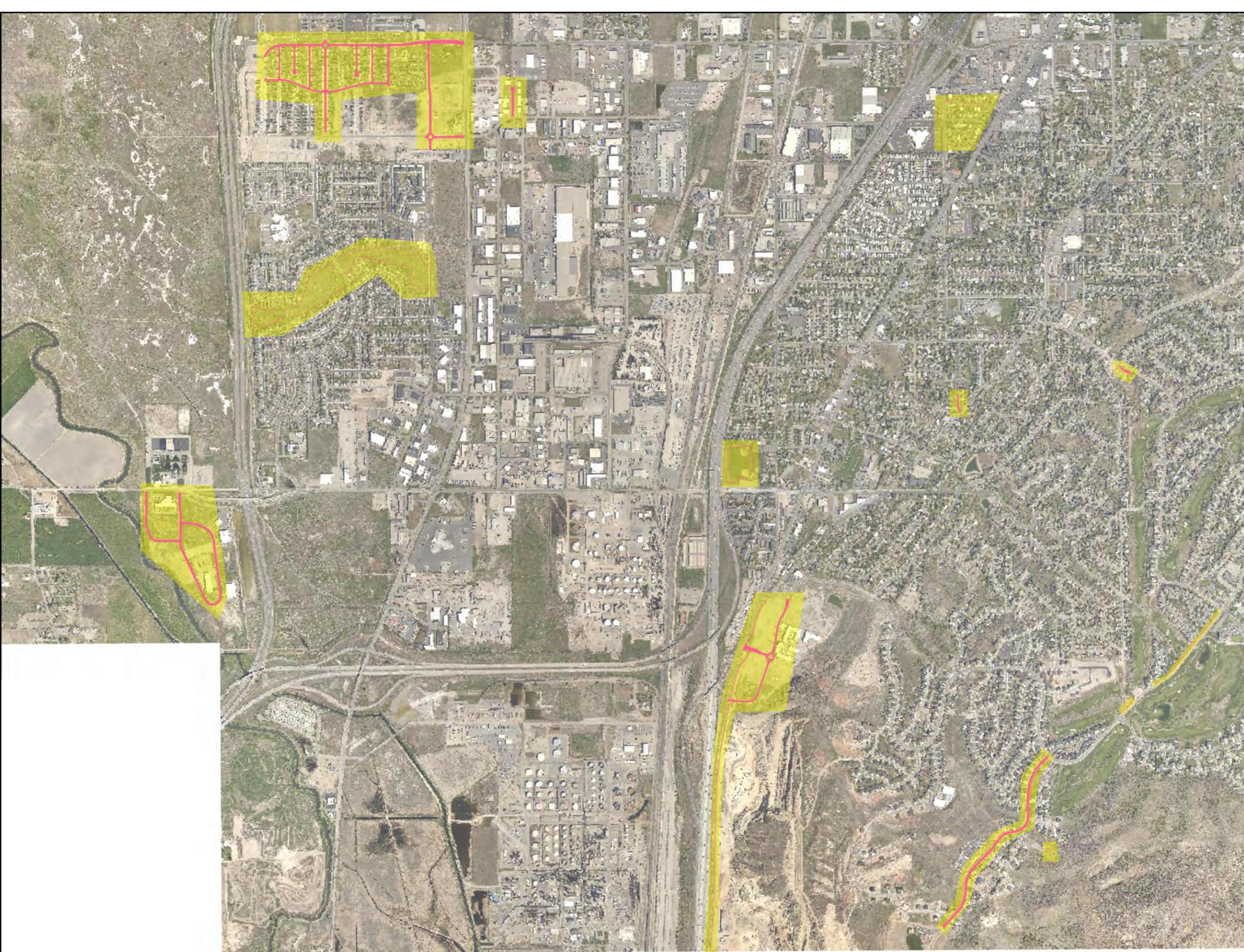
BACKGROUND

This project is the second part of the City’s street preservation projects scattered throughout the city. The projects are shown on the attached map This project did not go out for bid since the material used (HA5), is an asphalt preservation product and is a sole source product manufactured, sold, distributed, and installed exclusively under the direction of Holbrook Asphalt. HA5 is the only product meeting the specifications of a High Density Mineral Bond as specified in the “Manual of Standard Specifications 2012” Section 32 01 13.68 produced by the American Public Works Association.

The City has used Holbrook Asphalt and HA5 on several streets throughout the city and has been very pleased with the company and the product.

RECOMMENDATION

City Staff recommends awarding the “Miscellaneous Street Preservations – High Density Mineral Bond HA5” project to Holbrook Asphalt for the price of \$184,000.00.



LEGEND

 HA5 LOCATIONS

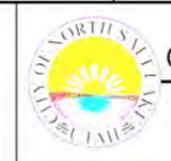
NOTES:

1. CONTRACTOR WILL BE REQUIRED TO RE-STRIP ALL PAVEMENT STRIPING, ARROWS, STOP BARS, ETC. THAT ARE COVERED BY SURFACE TREATMENT IN THEIR PREVIOUS LOCATIONS.
2. ALL STREET SWEEPING BEFORE AND AFTER TREATMENT APPLICATION WILL BE DONE BY CITY PERSONNEL.

REVISION	DATE	BY	DESCRIPTION	DESIGN
				PR0
				DRAWN PR0
				CHECKED
				DATE MAR 2015
				F.B. NO.
				P.C. NO.

HA5 LOCATIONS

MISCELLANEOUS STREET PRESERVATIONS 2015



CITY OF NORTH SALT LAKE

10 East Center Street
North Salt Lake, UT 84054
(801) 335-8700

LEN ARAVE
Mayor
BARRY EDWARDS
City Manager

SHEET 1
OF 1
PROJECT NO. 15-001