



CITY OF NORTH SALT LAKE

NORTH SALT LAKE CITY COUNCIL NOTICE & AGENDA

May 21, 2013

7:00 p.m.

Posted May 16, 2013

Notice is given that the North Salt Lake City Council will hold a regular meeting on TUESDAY, MAY 21, 2013 at 7:00 p.m. A work session will begin at 6:00 p.m. in the Police Conference room downstairs with the regular session following in the City Council room. Some Council Members may participate electronically. The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION - 6:00 p.m.

- 6:00 Welcome
- 6:05 Golf Course Report – Brent Moyes
- 6:15 Finance Department Report – Janice Larsen
- 6:25 Police Department Report- Chief Craig Black
- 6:35 Council Reports
- 6:45 Action Items
- 7:00 Adjourn

REGULAR SESSION - 7:00 p.m.

- 7:00 Introduction by Mayor Len Arave
- 7:02 Invocation and Pledge of Allegiance ~ Council Member Brian Horrocks
- 7:05 Citizen Comment
- 7:10 Award bid for construction of City Hall Park.
- 7:15 Public Hearing and Action on Ordinance No. 2013-07: Vacating a Portion of the Public Right-of-Way on Main Street and Establishing an Effective Date.
- 7:25 Public Hearing and Action on Ordinance No. 2013-08: An Ordinance Vacating Certain Public Utility Easements within Crestpointe Phase 3 and Establishing an Effective Date.
- 7:35 Consideration of a Final Plat for Crestpointe Phase 3 Located at the South Terminus of Gary Way – Sky Properties, Applicant.
- 7:45 Consideration of a Preliminary Design Plan and Final Plat for Foxboro North Plat 13 Located on the North Side of 900 North between Amberly and Cutler Drives. Woodside Homes, Applicant.
- 7:50 Consideration of a Preliminary Design Plan for Eaglepointe Estates Phase 18 located north of Parkway Drive and east of Parkway Circle – Sky Properties, Applicant.
- 7:55 Consideration of an Amended General Development Plan for Bella Vida at Eaglepointe – Sky Properties, Applicant.
- 8:05 Consideration of a Site Plan for a Non-Residential Building Located at 109 North Foxboro Drive. Tom Stuart Construction, Applicant.
- 8:15 Ordinance No. 2013-09: An Ordinance Adopting Amendments to the City’s General Plan and Establishing an Effective Date.
- 8:25 Consideration of a Master Development Agreement with URH One, LLC.
- 8:35 Consideration of Cooperative Agreement between the State of Utah Department of Transportation and North Salt Lake City.
- 8:45 Salary Proposal for 2013-14 Fiscal Year
- 8:55 City Attorney’s Report
- 9:00 Mayor’s Report
- 9:05 City Manager’s Report
- 9:10 Adjourn

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

Action Items
(for May 21, 2013)

NEW:

___ 1. Action: Paul - get some ideas of how the Deer Hollow Park detention basin could look better, and give the Council an opportunity to approve, or deny additional expenses.

___ 2. Action: Discuss the City's policy on dogs in parks. Does it need to be revisited? (Council Member Harman)

CARRY-OVER:

___1. Ken – draft ordinance having an 8-ft fence height as a conditional use. (Also, re-examine circular driveways as a conditional use as well?) *Ken is working on this.*

___2. Chief – Graffiti on buildings/signs near Quizno's. *Police Dept. will work on this with the property owners.*

___3. Jon – acceptable use policy for Legacy Trail (include all trails). *Jon is working on this. Barry is meeting with other cities.*

___4. Jon - Wifi Tower

___5. Action: Janice - will do some additional review on actual staff costs and fee study, and make a recommendation to the Council. *Fee study is complete. Community Development department to put together recommendation for Council Review at future meeting.*



NORTH SALT LAKE PUBLIC WORKS

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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 15, 2013
Subject: City Hall Park

RECOMMENDATION

City Staff recommends awarding the bid for the “City Hall Park” project to Bowen Construction. The City Council will have the choice to award the Base Bid alone for \$191,228.84 or the Base Bid and the Alternate Bid together for \$239,135.56. The City Council may also choose not to award the bid at all since the price is higher that was originally budgeted.

BACKGROUND

The City Hall Park project consists of two separate areas. The first and main area is the vacant land on the City Hall parcel, directly northwest of City Hall. The work for this area is included in the Base Bid. The second area of this project is the landscape medians along Center Street adjacent to Hatch Park and some additional landscaping in Hatch Park. The work for this area is included in the Alternate Bid. The attached map shows the location of these two areas.

Staff received three bids on the project and they are listed below:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate Bid</u>	<u>Combined Base & Alt</u>
Bowen Construction	\$191,228.84	\$47,906.72	\$239,135.56
MSCI	\$218,265.39	\$62,878.83	\$281,144.22
MC Green & Sons	\$338,176.86	\$43,408.45	\$381,585.31
Engineer’s Estimate	\$179,906.96	\$46,980.16	\$226,887.12

Bowen Construction has done many projects for the City over the years and they are a very competent contractor.

POSSIBLE MOTIONS

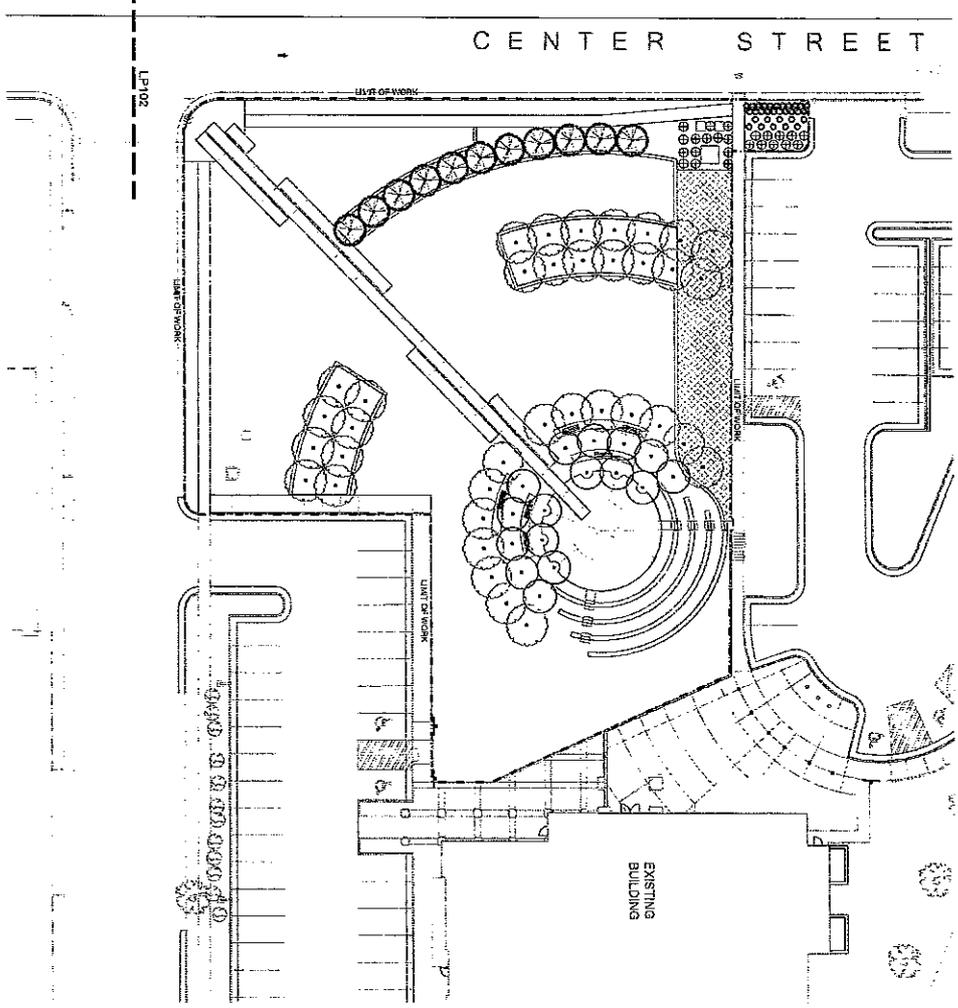
1. I move that the City Council award the “City Hall Park” Base Bid to Bowen Construction for the price of \$191,228.84.
2. I move that the City Council award the “City Hall Park” Base Bid and Alternate Bid to Bowen Construction for the price of \$239,135.56.
3. I move that the City Council deny awarding the “City Hall Park” Base Bid and Alternate Bid to Bowen Construction.



ALTERNATE BID



BASE BID



PLANT SCHEDULE

BIOS	BOTANICAL NAME	COMMON NAME	CONT.	DATE	SIZE
1	MALUS X PURPURE FRENCH	PURPLE PRINCE CRAB APPLE	2" CAL.	20 X 20"	20
2	PRUNUS OLANCIA VIELLA INTERBUD	SEROTIN SPURGE	5"	30 X 18"	11
3	PRUNUS GALLERIANA CHANTICLEER	CHANTICLEER PEACH	2" CAL.	42 X 18"	10
4	REINOLDSA WAXE	SPRINGDALE	SCOT	36" ROUND	10
5	BERBERIS THUNBERGI	HELLOBOY PLUM BANGBERRY	3" CAL.	4 X 18"	10
6	QUAMOCOSTA ACUTIFLORA	WALNUT PESTER	3" CAL.	6 X 2"	24
7	WAR. ROBERTSONI	HEALTHY RED ONIAS	1" CAL.	12 X 12"	21
8	HEBERGALIA STRILOV DOP	WELLS D'OR DAISY	1" CAL.	12 X 12"	21
9	COTONIDISTIS APICULATA	CANNIBERY CORONASTER	1" CAL. TRIMMABLE	3 X 2"	251
10	POA SPECIES	SPRINGING @ 50" OC		4"	21,001 SF

LANDSCAPE PLANTING NOTES

- EXACT LOCATIONS OF PLANT MATERIAL TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST PLANTS TO EXIST CONDITIONS IN THE FIELD.
- VERIFY PLANT COUNTS, QUANTITIES AND PROVIDE AS OWNERS REPRESENTATIVE ONLY. IF QUANTITIES ON PLANT LIST DISCREPANCIES FOUND, THIS DRAWING SHALL PREVAIL. VERIFY LANDSCAPE ARCHITECT'S OR ANY DISCREPANCIES FOUND.
- VERIFY SPECIFICATION IN THE COUNTY OF JUDICICIAL JURISDICTION WITH CARE AND IF NECESSARY BY HAVING THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THE WORK AND DISTRIBUTION OR DAMAGE TO UTILITIES SHALL BE REPAIRER IMMEDIATELY AT NO EXPENSE TO THE OWNER.
- PLANTS SHALL BE PLANTED A MINIMUM OF 4 FEET FROM EDGE OF WALLS OR PAVEMENT, EXCEPT AS APPROVED BY LANDSCAPE ARCHITECT.
- PROVIDE LIMITING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPACE AND SIZE AS DERIVED FROM THE DRAWINGS.
- PLANT NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE.
- ALWAYS MAINTAIN EQUALITY SPACE, IN ALL DIRECTIONS, ALL PLANT MATERIAL AS DESIGNATED PER THE DRAWINGS.
- LANDSCAPE ARCHITECT WILL REVIEW PLANT MATERIALS BY PHOTOGRAPHS SUBMITTED BY CONTRACTOR PRIOR TO ORDERING OR SHIPPING OF PLANT MATERIAL.
- ALL PLANTING REQUIREMENTS TO RECEIVE SCHEDULED SCHEDULE AS A TOP DRESSING, WHICH TO BE 2" DEPTH. SEE PLANTING SPECIFICATION FOR MULCH MATERIAL AND REQUIREMENTS.
- ALL PLANTING AREAS SHALL RECEIVE A MINIMUM OF TWELVE (12) INCHES OF STOCKPILE OR IMPORTED TOPSOIL IN 4" DEPTH BEDS. SEE SPECIFICATION FOR MULCH MATERIAL AND REQUIREMENTS.
- ALL PLANTING SHALL BE DONE BY CONTRACTOR. CONTRACTOR SHALL PROVIDE PROTECTIVE FABRIC, POLYPROPYLENE, 150 G PER SQ YD, 3' X 15' OR 4' X 15' OR 6' X 15' OR 8' X 15' OR 10' X 15' OR 12' X 15' OR 14' X 15' OR 16' X 15' OR 18' X 15' OR 20' X 15' OR 22' X 15' OR 24' X 15' OR 26' X 15' OR 28' X 15' OR 30' X 15' OR 32' X 15' OR 34' X 15' OR 36' X 15' OR 38' X 15' OR 40' X 15' OR 42' X 15' OR 44' X 15' OR 46' X 15' OR 48' X 15' OR 50' X 15' OR 52' X 15' OR 54' X 15' OR 56' X 15' OR 58' X 15' OR 60' X 15' OR 62' X 15' OR 64' X 15' OR 66' X 15' OR 68' X 15' OR 70' X 15' OR 72' X 15' OR 74' X 15' OR 76' X 15' OR 78' X 15' OR 80' X 15' OR 82' X 15' OR 84' X 15' OR 86' X 15' OR 88' X 15' OR 90' X 15' OR 92' X 15' OR 94' X 15' OR 96' X 15' OR 98' X 15' OR 100' X 15' OR 102' X 15' OR 104' X 15' OR 106' X 15' OR 108' X 15' OR 110' X 15' OR 112' X 15' OR 114' X 15' OR 116' X 15' OR 118' X 15' OR 120' X 15' OR 122' X 15' OR 124' X 15' OR 126' X 15' OR 128' X 15' OR 130' X 15' OR 132' X 15' OR 134' X 15' OR 136' X 15' OR 138' X 15' OR 140' X 15' OR 142' X 15' OR 144' X 15' OR 146' X 15' OR 148' X 15' OR 150' X 15' OR 152' X 15' OR 154' X 15' OR 156' X 15' OR 158' X 15' OR 160' X 15' OR 162' X 15' OR 164' X 15' OR 166' X 15' OR 168' X 15' OR 170' X 15' OR 172' X 15' OR 174' X 15' OR 176' X 15' OR 178' X 15' OR 180' X 15' OR 182' X 15' OR 184' X 15' OR 186' X 15' OR 188' X 15' OR 190' X 15' OR 192' X 15' OR 194' X 15' OR 196' X 15' OR 198' X 15' OR 200' X 15' OR 202' X 15' OR 204' X 15' OR 206' X 15' OR 208' X 15' OR 210' X 15' OR 212' X 15' OR 214' X 15' OR 216' X 15' OR 218' X 15' OR 220' X 15' OR 222' X 15' OR 224' X 15' OR 226' X 15' OR 228' X 15' OR 230' X 15' OR 232' X 15' OR 234' X 15' OR 236' X 15' OR 238' X 15' OR 240' X 15' OR 242' X 15' OR 244' X 15' OR 246' X 15' OR 248' X 15' OR 250' X 15' OR 252' X 15' OR 254' X 15' OR 256' X 15' OR 258' X 15' OR 260' X 15' OR 262' X 15' OR 264' X 15' OR 266' X 15' OR 268' X 15' OR 270' X 15' OR 272' X 15' OR 274' X 15' OR 276' X 15' OR 278' X 15' OR 280' X 15' OR 282' X 15' OR 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15' OR 714' X 15' OR 716' X 15' OR 718' X 15' OR 720' X 15' OR 722' X 15' OR 724' X 15' OR 726' X 15' OR 728' X 15' OR 730' X 15' OR 732' X 15' OR 734' X 15' OR 736' X 15' OR 738' X 15' OR 740' X 15' OR 742' X 15' OR 744' X 15' OR 746' X 15' OR 748' X 15' OR 750' X 15' OR 752' X 15' OR 754' X 15' OR 756' X 15' OR 758' X 15' OR 760' X 15' OR 762' X 15' OR 764' X 15' OR 766' X 15' OR 768' X 15' OR 770' X 15' OR 772' X 15' OR 774' X 15' OR 776' X 15' OR 778' X 15' OR 780' X 15' OR 782' X 15' OR 784' X 15' OR 786' X 15' OR 788' X 15' OR 790' X 15' OR 792' X 15' OR 794' X 15' OR 796' X 15' OR 798' X 15' OR 800' X 15' OR 802' X 15' OR 804' X 15' OR 806' X 15' OR 808' X 15' OR 810' X 15' OR 812' X 15' OR 814' X 15' OR 816' X 15' OR 818' X 15' OR 820' X 15' OR 822' X 15' OR 824' X 15' OR 826' X 15' OR 828' X 15' OR 830' X 15' OR 832' X 15' OR 834' X 15' OR 836' X 15' OR 838' X 15' OR 840' X 15' OR 842' X 15' OR 844' X 15' OR 846' X 15' OR 848' X 15' OR 850' X 15' OR 852' X 15' OR 854' X 15' OR 856' X 15' OR 858' X 15' OR 860' X 15' OR 862' X 15' OR 864' X 15' OR 866' X 15' OR 868' X 15' OR 870' X 15' OR 872' X 15' OR 874' X 15' OR 876' X 15' OR 878' X 15' OR 880' X 15' OR 882' X 15' OR 884' X 15' OR 886' X 15' OR 888' X 15' OR 890' X 15' OR 892' X 15' OR 894' X 15' OR 896' X 15' OR 898' X 15' OR 900' X 15' OR 902' X 15' OR 904' X 15' OR 906' X 15' OR 908' X 15' OR 910' X 15' OR 912' X 15' OR 914' X 15' OR 916' X 15' OR 918' X 15' OR 920' X 15' OR 922' X 15' OR 924' X 15' OR 926' X 15' OR 928' X 15' OR 930' X 15' OR 932' X 15' OR 934' X 15' OR 936' X 15' OR 938' X 15' OR 940' X 15' OR 942' X 15' OR 944' X 15' OR 946' X 15' OR 948' X 15' OR 950' X 15' OR 952' X 15' OR 954' X 15' OR 956' X 15' OR 958' X 15' OR 960' X 15' OR 962' X 15' OR 964' X 15' OR 966' X 15' OR 968' X 15' OR 970' X 15' OR 972' X 15' OR 974' X 15' OR 976' X 15' OR 978' X 15' OR 980' X 15' OR 982' X 15' OR 984' X 15' OR 986' X 15' OR 988' X 15' OR 990' X 15' OR 992' X 15' OR 994' X 15' OR 996' X 15' OR 998' X 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15' OR 1266' X 15' OR 1268' X 15' OR 1270' X 15' OR 1272' X 15' OR 1274' X 15' OR 1276' X 15' OR 1278' X 15' OR 1280' X 15' OR 1282' X 15' OR 1284' X 15' OR 1286' X 15' OR 1288' X 15' OR 1290' X 15' OR 1292' X 15' OR 1294' X 15' OR 1296' X 15' OR 1298' X 15' OR 1300' X 15' OR 1302' X 15' OR 1304' X 15' OR 1306' X 15' OR 1308' X 15' OR 1310' X 15' OR 1312' X 15' OR 1314' X 15' OR 1316' X 15' OR 1318' X 15' OR 1320' X 15' OR 1322' X 15' OR 1324' X 15' OR 1326' X 15' OR 1328' X 15' OR 1330' X 15' OR 1332' X 15' OR 1334' X 15' OR 1336' X 15' OR 1338' X 15' OR 1340' X 15' OR 1342' X 15' OR 1344' X 15' OR 1346' X 15' OR 1348' X 15' OR 1350' X 15' OR 1352' X 15' OR 1354' X 15' OR 1356' X 15' OR 1358' X 15' OR 1360' X 15' OR 1362' X 15' OR 1364' X 15' OR 1366' X 15' OR 1368' X 15' OR 1370' X 15' OR 1372' X 15' OR 1374' X 15' OR 1376' X 15' OR 1378' X 15' OR 1380' X 15' OR 1382' X 15' OR 1384' X 15' OR 1386' X 15' OR 1388' X 15' OR 1390' X 15' OR 1392' X 15' OR 1394' X 15' OR 1396' X 15' OR 1398' X 15' OR 1400' X 15' OR 1402' X 15' OR 1404' X 15' OR 1406' X 15' OR 1408' X 15' OR 1410' X 15' OR 1412' X 15' OR 1414' X 15' OR 1416' X 15' OR 1418' X 15' OR 1420' X 15' OR 1422' X 15' OR 1424' X 15' OR 1426' X 15' OR 1428' X 15' OR 1430' X 15' OR 1432' X 15' OR 1434' X 15' OR 1436' X 15' OR 1438' X 15' OR 1440' X 15' OR 1442' X 15' OR 1444' X 15' OR 1446' X 15' OR 1448' X 15' OR 1450' X 15' OR 1452' X 15' OR 1454' X 15' OR 1456' X 15' OR 1458' X 15' OR 1460' X 15' OR 1462' X 15' OR 1464' X 15' OR 1466' X 15' OR 1468' X 15' OR 1470' X 15' OR 1472' X 15' OR 1474' X 15' OR 1476' X 15' OR 1478' X 15' OR 1480' X 15' OR 1482' X 15' OR 1484' X 15' OR 1486' X 15' OR 1488' X 15' OR 1490' X 15' OR 1492' X 15' OR 1494' X 15' OR 1496' X 15' OR 1498' X 15' OR 1500' X 15' OR 1502' X 15' OR 1504' X 15' OR 1506' X 15' OR 1508' X 15' OR 1510' X 15' OR 1512' X 15' OR 1514' X 15' OR 1516' X 15' OR 1518' X 15' OR 1520' X 15' OR 1522' X 15' OR 1524' X 15' OR 1526' X 15' OR 1528' X 15' OR 1530' X 15' OR 1532' X 15' OR 1534' X 15' OR 1536' X 15' OR 1538' X 15' OR 1540' X 15' OR 1542' X 15' OR 1544' X 15' OR 1546' X 15' OR 1548' X 15' OR 1550' X 15' OR 1552' X 15' OR 1554' X 15' OR 1556' X 15' OR 1558' X 15' OR 1560' X 15' OR 1562' X 15' OR 1564' X 15' OR 1566' X 15' OR 1568' X 15' OR 1570' X 15' OR 1572' X 15' OR 1574' X 15' OR 1576' X 15' OR 1578' X 15' OR 1580' X 15' OR 1582' X 15' OR 1584' X 15' OR 1586' X 15' OR 1588' X 15' OR 1590' X 15' OR 1592' X 15' OR 1594' X 15' OR 1596' X 15' OR 1598' X 15' OR 1600' X 15' OR 1602' X 15' OR 1604' X 15' OR 1606' X 15' OR 1608' X 15' OR 1610' X 15' OR 1612' X 15' OR 1614' X 15' OR 1616' X 15' OR 1618' X 15' OR 1620' X 15' OR 1622' X 15' OR 1624' X 15' OR 1626' X 15' OR 1628' X 15' OR 1630' X 15' OR 1632' X 15' OR 1634' X 15' OR 1636' X 15' OR 1638' X 15' OR 1640' X 15' OR 1642' X 15' OR 1644' X 15' OR 1646' X 15' OR 1648' X 15' OR 1650' X 15' OR 1652' X 15' OR 1654' X 15' OR 1656' X 15' OR 1658' X 15' OR 1660' X 15' OR 1662' X 15' OR 1664' X 15' OR 1666' X 15' OR 1668' X 15' OR 1670' X 15' OR 1672' X 15' OR 1674' X 15' OR 1676' X 15' OR 1678' X 15' OR 1680' X 15' OR 1682' X 15' OR 1684' X 15' OR 1686' X 15' OR 1688' X 15' OR 1690' X 15' OR 1692' X 15' OR 1694' X 15' OR 1696' X 15' OR 1698' X 15' OR 1700' X 15' OR 1702' X 15' OR 1704' X 15' OR 1706' X 15' OR 1708' X 15' OR 1710' X 15' OR 1712' X 15' OR 1714' X 15' OR 1716' X 15' OR 1718' X 15' OR 1720' X 15' OR 1722' X 15' OR 1724' X 15' OR 1726' X 15' OR 1728' X 15' OR 1730' X 15' OR 1732' X 15' OR 1734' X 15' OR 1736' X 15' OR 1738' X 15' OR 1740' X 15' OR 1742' X 15' OR 1744' X 15' OR 1746' X 15' OR 1748' X 15' OR 1750' X 15' OR 1752' X 15' OR 1754' X 15' OR 1756' X 15' OR 1758' X 15' OR 1760' X 15' OR 1762' X 15' OR 1764' X 15' OR 1766' X 15' OR 1768' X 15' OR 1770' X 15' OR 1772' X 15' OR 1774' X 15' OR 1776' X 15' OR 1778' X 15' OR 1780' X 15' OR 1782' X 15' OR 1784' X 15' OR 1786' X 15' OR 1788' X 15' OR 1790' X 15' OR 1792' X 15' OR 1794' X 15' OR 1796' X 15' OR 1798' X 15' OR 1800' X 15' OR 1802' X 15' OR 1804' X 15' OR 1806' X 15' OR 1808' X 15' OR 1810' X 15' OR 1812' X 15' OR 1814' X 15' OR 1816' X 15' OR 1818' X 15' OR 1820' X 15' OR 1822' X 15' OR 1824' X 15' OR 1826' X 15' OR 1828' X 15' OR 1830' X 15' OR 1832' X 15' OR 1834' X 15' OR 1836' X 15' OR 1838' X 15' OR 1840' X 15' OR 1842' X 15' OR 1844' X 15' OR 1846' X 15' OR 1848' X 15' OR 1850' X 15' OR 1852' X 15' OR 1854' X 15' OR 1856' X 15' OR 1858' X 15' OR 1860' X 15' OR 1862' X 15' OR 1864' X 15' OR 1866' X 15' OR 1868' X 15' OR 1870' X 15' OR 1872' X 15' OR 1874' X 15' OR 1876' X 15' OR 1878



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 21, 2013

SUBJECT: Ordinance No. 2013-07: An ordinance vacating a portion of public right-of-way on Main Street and establishing an effective date.

RECOMMENDATION

The Development Review Committee (DRC) recommends that the City Council conduct the advertised public hearing and then table action on Ordinance No. 2013-07.

BACKGROUND

The owner of the property to the south of the City Hall property approached the City staff with a proposal to develop the property (see attached concept plan sketch). Due to the unique shape and size of the property, it is challenging to develop the property and meet all of the City's Land Use Ordinance requirements. In particular, the applicants have had trouble providing enough landscaping and parking for their development. They also have the challenge of trying to re-build a retaining wall along the Main Street side of the development.

During the course of our discussions, the City discovered that the Main Street right of way includes an area six (6) feet behind the sidewalk which also includes the retaining wall. We then began discussing ways to lease the right of way to the owners or otherwise allow them to use the property as a part of the development. They did not support any of those options and have requested that the City vacate six (6) feet of right of way on Main Street in order for them to have ownership of that right of way. If they own the vacated property, then the retaining wall would be on their property rather than the City's.

The DRC generally supports the vacation, but would like to take additional time with these applicants to work out a revised vacation of the right of way that could accommodate a potential future road connection to US89.

ORDINANCE NO. 2013-07

AN ORDINANCE VACATING A PORTION OF THE MAIN STREET PUBLIC RIGHT-OF-WAY IN NORTH SALT LAKE, DAVIS COUNTY, UTAH AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of Lot 17, Cudahy Tract Subdivision have made application to vacate a portion of the Main Street public right of way adjacent to their property; and

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

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

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

SECTION 1. Vacation of a portion of Main Street right of way

(A) The property described in Exhibit A and making up a portion of the public right of way along Main Street located in the City of North Salt Lake is hereby vacated.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

This ordinance is hereby adopted and shall take effect immediately upon its passage subject to the conditions contained herein.

PASSED and APPROVED this 21st day of May, 2013.

NORTH SALT LAKE CITY:

Leonard K. Arave, Mayor

ATTEST:

City Council Vote as Recorded:

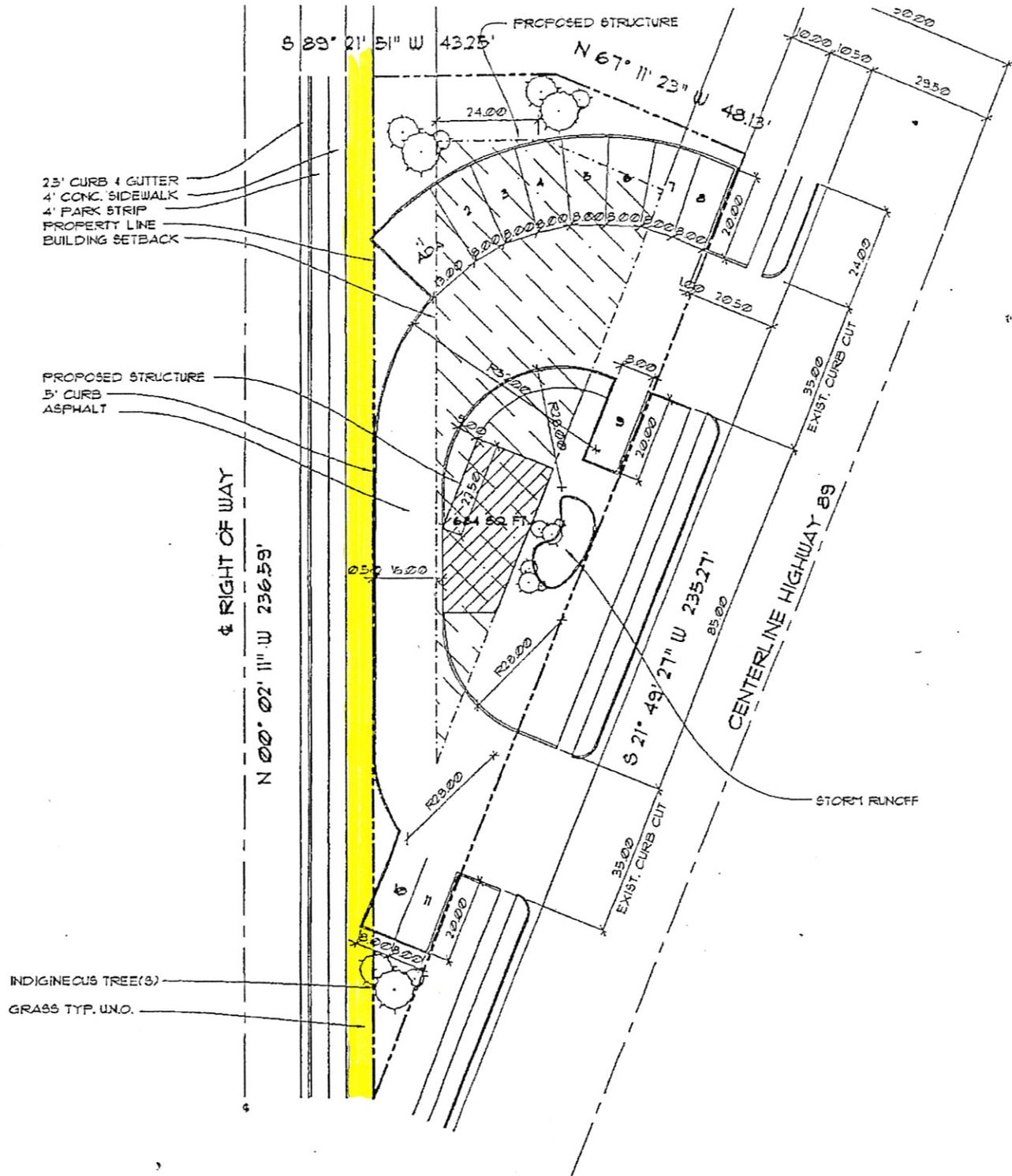
City Recorder

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

Exhibit A

Beginning at a point on the Northwest Corner of Lot 17, Cudahy Tract Subdivision as recorded in the Davis County Recorder's Office as Entry No. 24909 in Book 1-B at Page 179; said point is North 89°50'36" West 341.80 feet and South 00°02'11" East 634.92 feet from the Northeast Corner of Section 11, Township 1 North, Range 1 West; Salt Lake Base and Meridian; thence South 00°02'11" East 236.59 feet along the West Line of said Lot 17; thence South 21°49'27" West 16.11 feet; thence North 00°02'11" West 251.48 feet; thence North 89°21'51" East 6.00 feet to the point of beginning.

Contains 1,464.188 square feet or 0.03 acres



PROPOSED SITE PLAN



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 21, 2013

SUBJECT: Ordinance No. 2013-08: An ordinance vacating certain public utility easements within Crestpointe, Phase 3 and establishing an effective date.

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of Ordinance No. 2013-08.

BACKGROUND

The attached ordinance vacates existing public utility easements within the land area that makes up Crestpointe, Phase 3. The subject PUE's require vacation principally to accommodate the installation of the City's secondary water line that extends from Gary Way through this land area to the golf course. It is also an advantage to the development of the three lots in the subdivision and should result in a slightly better design and trail easement for the City.

The ordinance requires a City Council public hearing prior to passage. Also, the ordinance should be adopted first, followed by approval of the final plat which will establish new easements for all of the utilities and trail in this area.

ORDINANCE NO. 2013-08

AN ORDINANCE VACATING CERTAIN PUBLIC UTILITY EASEMENTS WITHIN THE CRESTPOINTE PHASE 3 SUBDIVISION IN NORTH SALT LAKE, DAVIS COUNTY, UTAH AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owners of the Crestpointe, Phase 3 Subdivision and the City of North Salt Lake have determined that certain underground utilities must be relocated in order to facilitate the City's secondary water project and the creation of three building lots within the subdivision and that those activities require the vacation of certain public utility easements; and

WHEREAS, the City of North Salt Lake has notified affected public agencies and has received notice from those agencies that they have consented to this proposed vacation of public utility easements; and

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

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

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

SECTION 1. Vacation of a certain public utility easements

(A) The public utility easements described in Exhibit A and located in the City of North Salt Lake are hereby vacated.

(B) The Governing Body hereby makes this approval and vacation subject to the condition that the final plat for the Crestpointe, Phase 3 Subdivision is also approved and recorded concurrently with this vacation ordinance.

SECTION 2. Severability.

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

SECTION 3. Effective Date.

This ordinance is hereby adopted and shall take effect immediately upon its passage

subject to the conditions contained herein.

PASSED and APPROVED this 21st day of May, 2013.

NORTH SALT LAKE CITY:

Leonard K. Arave, Mayor

ATTEST:

City Council Vote as Recorded:

City Recorder

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

Exhibit A

Description of the vacation of a portion of an existing 20' wide easement granted to North Salt Lake recorded in the office of the Davis County Recorder in Book 1153 at Page 748, said easement vacation being within Crestpointe Subdivision Phase 3, being described as follows:

An easement 20 foot in width, lying 10 feet on each side of the following described centerline: Beginning at a point which is North $89^{\circ}36'12''$ West 130.07 feet from the East $1/4$ corner of Section 12, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point also being on the South line of Orchard Hills East Plat III and running thence South $01^{\circ}17'45''$ East 322.25 feet to the South line of Crestpointe Subdivision Phase 3. Said vacation consists of the northerly 322.25 feet of the original easement referenced above.

Containing 0.15 Acres.



NORTH SALT LAKE COMMUNITY AND ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, Assistant City Manager

DATE: May 21, 2013

SUBJECT: Final plat for Crestpointe Subdivision, Phase 3. Sky Properties, applicant

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the final plat for Crestpointe Subdivision, Phase 3 with the following conditions:

- 1) The stray ball easement must be approved by the City Attorney and recorded with the subdivision plat within 30 days after City Council approval.
- 2) Consent from South Davis Sewer District for the vacation of the utility easement must be submitted to the City prior to City Council approval.

On May 14, 2013 the Planning Commission recommended approval to the City Council of this application subject to the above conditions.

BACKGROUND

The subject plat is the 3rd and final phase of the Crestpointe development. This phase of the development consists of 3 single-family lots on a cul-de-sac at the end of Gary Way. The average lot size is 22,006 square feet, and the average size of the buildable area on the lots is 5,158 square feet. The subdivision is location within the R1-10 zoning district. All the lots are in conformance with the lot size, dimensions, and setback requirements for the R1-10 zoning district. The preliminary design plan for the project was approved by the City Council on June 7, 2011.

The existing utility easements within the subdivision are proposed to be re-located in cooperation with the city's installation of a secondary water system which runs through this property (the subject of Ordinance No. 2013-08 in this meeting packet). The utility easements shown on the proposed plat will be the final location of the utilities.

“Parcel A” is being dedicated to the City with this plat for the installation of a trail connecting Gary Way to the Eaglewood Golf Course path. The trail is proposed to be 10 feet in width, except for a flare at the south of the property where it extends to 15 feet in width. The trail is located over the top of the proposed utility easements. The developer is responsible for installing a fence along the golf course property, on the south and east sides of the development. The fence is shown on the construction drawings, including a break in the fence for the trail entrance.

The plat and construction drawings have been reviewed by the City Engineer and have been found to be in compliance.

POSSIBLE MOTION

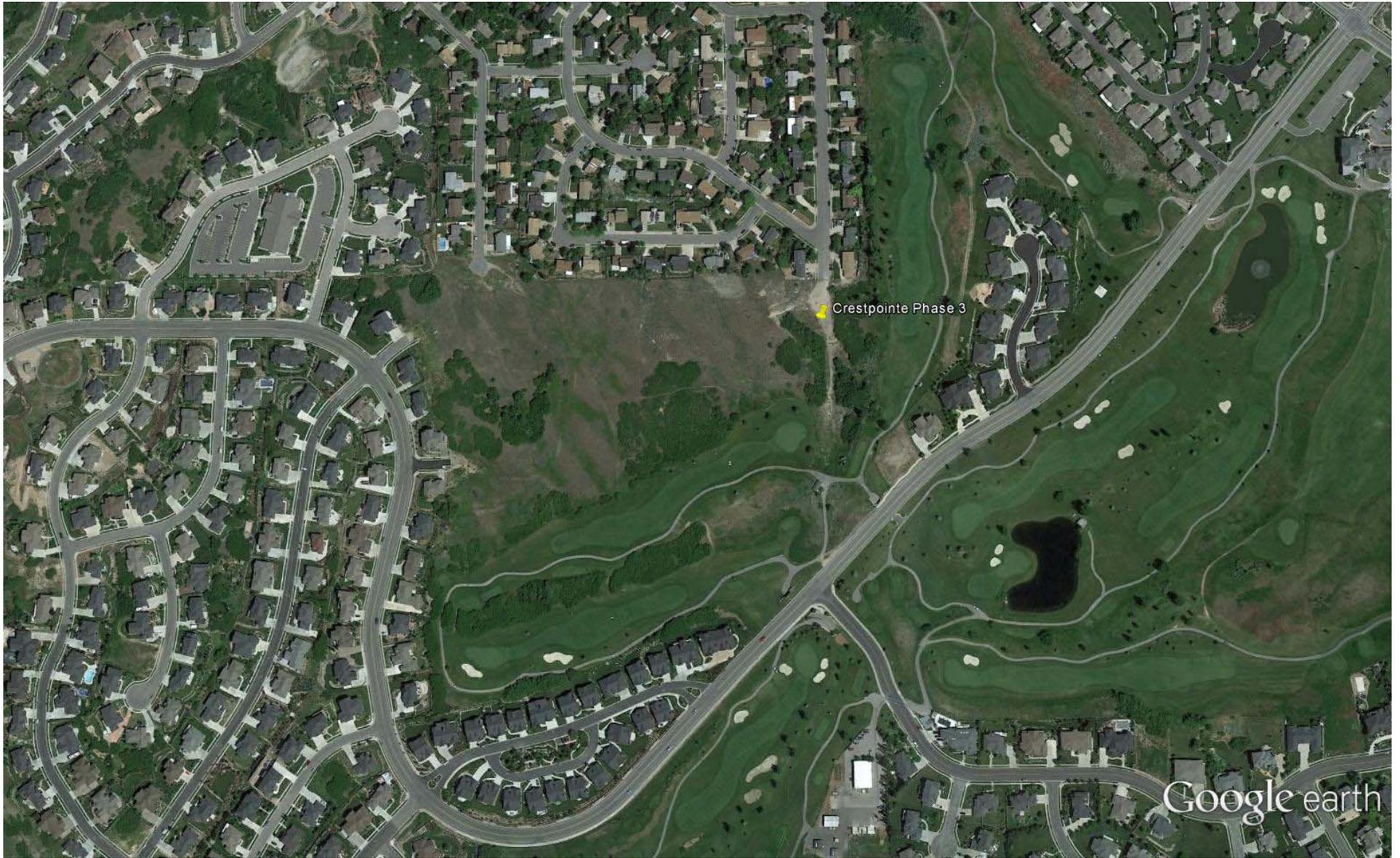
I move that the City Council approve the proposed final plat for Crestpointe Subdivision, Phase 3 to the City Council with the following condition:

- 1) The stray ball easement must be approved by the City Attorney and recorded with the subdivision plat within 30 days after City Council approval.

Condition #2 related to the consent of the South Davis Sewer District was not included in the possible motion since it will be completed prior to Council action on this item.

Attachments

- 1) Location Map
- 2) Approved preliminary design plan
- 3) Proposed Crestpointe Subdivision Phase 3



Google earth

feet
km



DISCLAIMER: THE INFORMATION CONTAINED HEREIN IS PRELIMINARY IN NATURE AND THOUGH DEEMED RELIABLE IS NOT GUARANTEED. ALL ILLUSTRATIONS ARE SUBJECT TO CHANGE DURING FINAL PLATTING.

INDEPENDENCE WAY

ORCHARD HILLS EAST PLAT III

CONSTITUTION WAY



DEVELOPMENT DATA:

ZONING: R1-10
 TOTAL ACREAGE: 17.30 AC.
 MINIMUM LOT SIZE: 10,000 S.F.
 NUMBER OF LOTS: 49

PROPOSED PROJECT SETBACK:

FRONT: 25'
 REAR: 25' / 20' @ CORNER LOT
 SIDE: 8' MIN. / 20' TOTAL
 AND AS DELINEATED TO PROVIDE
 80' OF FRONTAGE AT THE SETBACK.

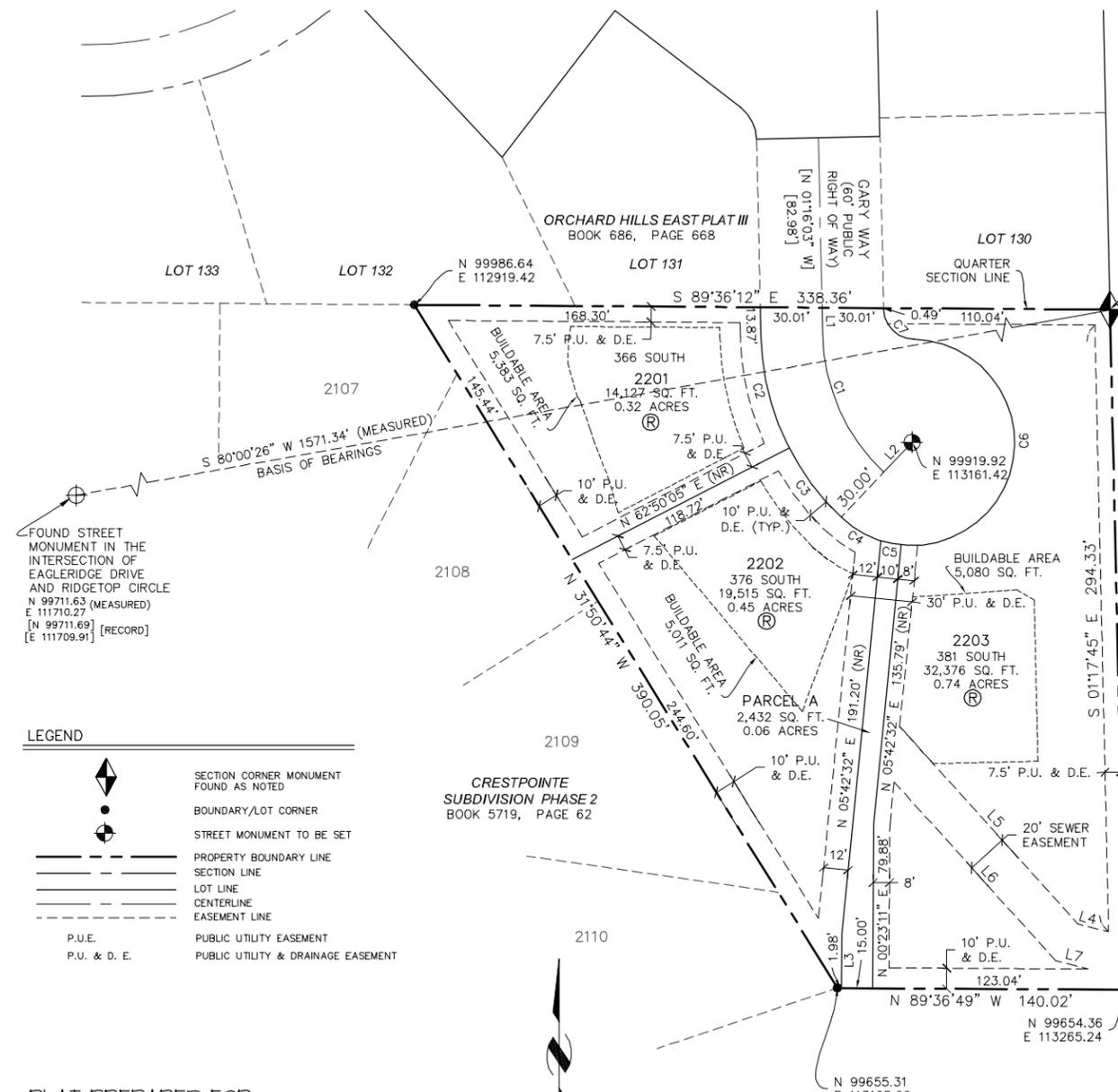


SKY PROPERTIES	
CRESTPOINTE PRELIMINARY PLAN	
BINGHAM ENGINEERING SALT LAKE CITY - (801) 533-3520 OGDEN - (801) 399-1662	Dan: ASA Drw: ASA Chk: JRL Rvw: JRL
Print Date: 05/25/2011	Created: 06/16/10
Copyright © 2010 Bingham Engineering, Inc. Drawing not to be reused in part or in whole without written permission.	Proj. # 5035
P:\5035\5035Proj\dwg\5035 Preliminary Plan 05-10-11.dwg	AEP

Rev.	By	Date	Remarks

CRESTPOINTE SUBDIVISION PHASE 3

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, NORTH SALT LAKE CITY, COUNTY OF DAVIS, STATE OF UTAH



LEGEND

- SECTION CORNER MONUMENT FOUND AS NOTED
- BOUNDARY/LOT CORNER
- STREET MONUMENT TO BE SET
- PROPERTY BOUNDARY LINE
- SECTION LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT

PLAT PREPARED FOR:
SEVENTH FAIRWAY DEVELOPMENT, INC.
585 WEST 500 SOUTH, SUITE 110
BOUNTIFUL, UTAH 84010



EAST QUARTER CORNER SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN FOUND DAVIS COUNTY BRASS CAP RECORD & [N 99984.30] MEASURED [E 113257.78] POINT OF BEGINNING

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD DIST.
C1	75.09	95.00	45°17'14"	S 23°54'40" E	73.15
C2	56.51	125.00	25°54'05"	S 14°13'08" E	56.03
C3	42.29	125.00	19°23'09"	S 36°51'42" E	42.09
C4	22.67	50.00	25°58'30"	S 59°32'32" E	22.47
C5	10.07	50.00	11°32'30"	S 78°18'02" E	10.05
C6	161.23	50.00	184°45'24"	N 03°33'01" E	99.91
C7	22.92	15.00	87°33'38"	S 45°02'52" E	20.76

LINE TABLE

LINE	LENGTH	BEARING
L1	13.00	S 01°16'03" E
L2	20.00	N 43°26'43" E
L3	26.68	N 00°23'11" E
L4	15.47	S 75°46'40" E
L5	129.12	N 42°07'48" W
L6	117.06	S 42°07'48" E
L7	16.32	S 75°46'40" E



VICINITY MAP

SURVEYOR'S CERTIFICATE:

I, D. GREGG MEYERS, A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NO. 312770 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS "CRESTPOINTE SUBDIVISION PHASE 3" AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.



Date: _____

D. Gregg Meyers
P.L.S. No. 312770

LEGAL DESCRIPTION:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE SOUTH EAST CORNER OF ORCHARD HILLS EAST PLAT 3 SUBDIVISION AS RECORDED AT THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 483551 IN BOOK 686 AT PAGE 668, AND RUNNING THENCE SOUTH 01°17'45" EAST 330.02 FEET; THENCE NORTH 89°36'49" WEST 140.02 FEET TO THE EAST LINE OF CRESTPOINTE ESTATES PHASE 2 AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER AS ENTRY NO. 2724852 IN BOOK 5718 AT PAGE 62; THENCE ALONG SAID EAST LINE NORTH 31°50'44" WEST 990.05 FEET TO THE QUARTER SECTION LINE OF SECTION 12 AND SOUTH LINE OF ORCHARD HILLS EAST PLAT 3; THENCE ALONG SAID LINES SOUTH 89°36'12" EAST 338.96 FEET TO THE POINT OF BEGINNING.

CONTAINS 181 ACRES, 3 LOTS, 1 PUBLIC ROADWAY, AND 1 OPEN SPACE PARCEL.

NOTES:

- REAR LOT CORNERS WILL BE LOCATED AND MARKED ON THE GROUND WITH A 5/8" REBAR WITH A PLASTIC CAP LABELED "BINGHAM ENGS". FRONT LOT CORNERS WILL NOT BE MARKED ON THE GROUND BUT THE EXTENSION OF THE SIDE LOT LINE TO THE TOP OF CURB WILL BE LOCATED AND MARKED BY A PIN OR RIVET INSET INTO THE TOP OF THE CURB.
- ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON ARE 10.00 FEET WIDE ALONG THE STREETS AND REAR YARDS, AND 150 FEET ALONG THE SIDE LOT LINES UNLESS OTHERWISE NOTED.
- THE COORDINATES SHOWN HEREON ARE BASED ON THE DATUM OF THE DAVIS COUNTY SURVEYOR. RECORD BEARINGS, DISTANCES AND COORDINATE VALUES ARE SHOWN IN BRACKETS []. ALL OTHERS DIMENSIONS AND COORDINATE VALUES ARE MEASURED.
- APPROVAL OF THIS DEVELOPMENT PLAT BY NORTH SALT LAKE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUBSURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
- THE FINISHED FLOOR ELEVATION OF ANY HOME SHALL BE AT LEAST ONE (1) FOOT ABOVE THE LOWEST TOP BACK OF CURB GRADE ADJACENT TO THE LOT.
- PARCEL A SHALL BE AN OPEN SPACE LOT. PARCEL A IS HEREBY DEDICATED TO THE CITY OF NORTH SALT LAKE BY THE RECORDING OF THIS PLAT.
- LOTS DESIGNATED WITH "R" ARE RESTRICTED AND GOVERNED ACCORDING TO SECTION 10-1-43 OF THE NORTH SALT LAKE CITY CODE.

OWNERS DEDICATION:

KNOW ALL BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS

"CRESTPOINTE SUBDIVISION PHASE 3"

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER SERVICES. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2013.

SEVENTH FAIRWAY DEVELOPMENT, INC. _____ Date _____
STEVEN E. SMOOT, PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH _____
COUNTY OF DAVIS _____

ON THIS _____ DAY OF _____, 2013, PERSONALLY APPEARED BEFORE ME, STEVEN E. SMOOT, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF SEVENTH FAIRWAY DEVELOPMENT, INC., AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID SEVENTH FAIRWAY DEVELOPMENT, INC., AND SAID STEVEN E. SMOOT ACKNOWLEDGED TO ME THAT SAID SEVENTH FAIRWAY DEVELOPMENT, INC., EXECUTED THE SAME.

NOTARY PUBLIC FOR THE STATE OF _____ Notary Seal
MY COMMISSION EXPIRES _____

CITY COUNCIL APPROVAL

PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY, UTAH THIS _____ DAY OF _____, 2013, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR _____ ATTEST: CITY RECORDER _____

BINGHAM ENGINEERING
5160 Wey Post Way, Salt Lake City, UT 84116
(801) 532-2520 www.binghamnet.com

Design: _____
Drawn: JJS
Checked: GM
Reviewed: JRL

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 2013.

CITY ENGINEER _____

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 2013.

CHAIRMAN, PLANNING COMMISSION _____

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 2013.

CITY ATTORNEY _____

Davis County Recorder

Entry No. _____ Fee Paid _____

Filed for record and recorded this _____ day of _____, 2013 at _____ in Book _____ of Official Records Page _____

County Recorder _____
By _____ Deputy Recorder

Date 04/10/2013 Proj. # 5035 Sht 1 of 1



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 21, 2013

SUBJECT: Consideration of a preliminary design plan and final plat for Foxboro North Plat 13 located on the north side of 900 North between Amberly and Cutler Drives. Woodside Homes, applicant.

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the preliminary design plan and final plat for Foxboro North Plat 13 with no conditions.

On May 14, 2013 the Planning Commission recommended approval to the City Council of the preliminary design plan and final plat for Foxboro North Plat 13 with no conditions.

BACKGROUND

This subdivision is located just north of 900 North between Amberly and Cutler Drives. It contains approximately 8.67 acres and 52 single family lots. The plat is in conformance with the approved general development plan for Foxboro North. This plat and the accompanying construction plans have also been reviewed and approved by the City Engineer.

POSSIBLE MOTION

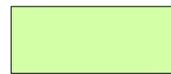
I move that the City Council approve the preliminary design plan and final plat for Foxboro North, Plat 13 with no conditions.

Attachments

- 1) Foxboro North approved preliminary plan
- 2) Plat 13 preliminary design plan and final plat (same document)

UDOT Parking and Trailhead with gated connection to park access road

LEGEND



CITY MAINTAINED



RESIDENT MAINTAINED



HOA MAINTAINED



REGIONAL PARK CITY MAINTAINED

NOTES:

PLAT ACREAGE UNITS TYPE

PLAT	ACREAGE	UNITS	TYPE
1	14.15		
2	4.97	10	6K lots
3	10.16	42	6K lots
4	7.24	43	5K lots
5	16.08		
6	4.74	25	5K lots
7	6.28	29	6K lots
8	9.08	47	5K lots
9A	3.74	17	6K lots
9B	3.96	20	6K lots
10A	5.15	32	5K lots
10B	3.54	16	5K lots
10C	2.03	17	5K lots
11	5.25	21	6K lots
12A	3.59	11	Church
12B	2.42	11	6K lots
13	11.66	52/15	5K/6K lots
14	2.88	8	5K lots
15	7.10	41	5K lots
Berkeley North	7.60	86	Townhomes
Castleton North	7.68	99	Condo
Stonehaven North	6.99	69	Courtyard
Stonehaven East	12.57	122	Courtyard
Stonehaven West	9.41	80	Courtyard
Stonehaven West Plat 2	1.51	7	Courtyard
16	14.64		
16 - North Apartments	7.84	162	Apartments
16 - South Apartments	2.08	48	Apartments

TOTAL = 1,119 DWELLING UNITS

ALL ROADS, ALLEYS, DRIVEWAYS, AND PARKING AREAS IN CASTLETON, BERKELEY, AND STONEHAVEN ARE TO BE HOA MAINTAINED.

ADDED DETENTION 1

ADDED DETENTION 2

Relocated trailhead and parking

Redwood Road

SCALE (FT)



Rev.	By	Date	Remarks
10	JJS	08/07/12	UPDATED PLAT & MAINTAINED AREAS
9	JJS	07/16/12	UPDATED PLAT AREAS
8	JJS	07/12/12	UPDATED MAINTAINED AREAS
7	JJS	06/11/12	UPDATED MAINTAINED AREAS

WOODSIDE HOMES

FOXBORO NORTH PROPOSED PRELIMINARY PLAN

BINGHAM ENGINEERING
 SALT LAKE CITY - (801) 532-3820
 OGDEN - (801) 398-1662

Dsn: STAF
 Drw: STAF
 Chk: JRL
 Rvw: JRL

Sht 1 of 1

Print Date: 08/07/2012 Created: 02/21/06 Proj. # 4333

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P:\4333\4333Proj\dwg\4333Preliminary Plan Exhibit.dwg Bingham Engineering

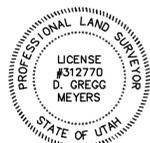
FOXBORO NORTH PLAT 13
 A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH,
 RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF NORTH SALT LAKE,
 DAVIS COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, D. GREGG MEYERS, A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NO. 312770 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS FOXBORO NORTH PLAT 13 AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: _____

 D. GREGG MEYERS
 P.L.S. NO. 312770



BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS ON THE EAST LINE OF FOXBORO NORTH PLAT 12B AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT LIES SOUTH 89°50'51" WEST ALONG THE SECTION LINE 1,263.67 FEET AND NORTH 459.75 FEET FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF AMBERLY DRIVE AND RUNNING THENCE ALONG THE EAST LINE OF SAID PLAT 12B THE FOLLOWING FOUR (4) COURSES: 1) NORTH 65.00 FEET; 2) NORTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS EAST, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 31.42 FEET; 3) EAST 80.00 FEET AND 4) NORTH 624.72 FEET TO THE SOUTH LINE OF STONEHAVEN NORTH P.U.D. PLAT 1, AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER IN BOOK 4315 AT PAGE 2693, THENCE ALONG SAID SOUTH LINE EAST 491.79 FEET TO THE WEST LINE OF CUTLER DRIVE, SAID POINT ALSO BEING THE WEST LINE OF FOXBORO NORTH PLAT 16 AS RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER IN BOOK 5625 AT PAGE 1891; THENCE ALONG SAID WEST LINES THE FOLLOWING SIX (6) COURSES: 1) SOUTHERLY ALONG THE ARC OF A 783.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 83°40'18" EAST, THROUGH A CENTRAL ANGLE OF 03°11'35", A DISTANCE OF 43.64 FEET; 2) SOUTHERLY ALONG THE ARC OF A 717.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 80°28'43" WEST, THROUGH A CENTRAL ANGLE OF 02°21'58", A DISTANCE OF 29.61 FEET; 3) SOUTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 82°50'41" WEST, THROUGH A CENTRAL ANGLE OF 97°09'19", A DISTANCE OF 33.91 FEET; 4) SOUTH 06°11'45" EAST 50.29 FEET; 5) SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET AND 6) SOUTH 517.22 FEET TO THE NORTH LINE OF SAID PLAT 16 AND 900 NORTH STREET; THENCE ALONG SAID NORTH LINE THE FOLLOWING FIVE (5) COURSES: 1) SOUTHWESTERLY ALONG THE ARC OF A 22.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS WEST, THROUGH A CENTRAL ANGLE OF 55°39'36", A DISTANCE OF 21.37 FEET, 2) SOUTHWESTERLY ALONG THE ARC OF A 75.50 FOOT RADIUS REVERSE CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 34°20'24" EAST, THROUGH A CENTRAL ANGLE OF 17°10'53" A DISTANCE OF 22.64 FEET, 3) SOUTHWESTERLY ALONG THE ARC OF A 37.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 51°31'17" WEST, THROUGH A CENTRAL ANGLE OF 51°31'17", A DISTANCE OF 33.27 FEET, 4) WEST 532.62 FEET AND 5) NORTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH, THROUGH A CENTRAL ANGLE OF 90°00'00" A DISTANCE OF 31.42 FEET TO THE POINT OF BEGINNING.

CONTAINS 8.67 ACRES, 52 LOTS (7 RESTRICTED LOTS), 2 OPEN SPACE PARCELS AND 4 STREETS.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREAFTER BE KNOWN AS

FOXBORO NORTH PLAT 13

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER SERVICES. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ 2013.

 PETER EVANS
 AUTHORIZED AGENT
 FOXBORO ESTATES, LLC

NOTES

- 1.) REAR LOT CORNERS WILL BE LOCATED AND MARKED ON THE GROUND WITH A 5/8" REBAR WITH A PLASTIC CAP LABELED "BINGHAM ENG". FRONT LOT CORNERS WILL NOT BE MARKED ON THE GROUND BUT THE EXTENSION OF THE SIDE LOT LINE TO THE TOP OF CURB WILL BE LOCATED AND MARKED BY A PIN OR RIVET INSET INTO THE TOP OF THE CURB.
- 2.) ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON ARE 10.00 FEET WIDE UNLESS OTHERWISE NOTED.
- 3.) THE COORDINATES SHOWN HEREON ARE BASED ON THE DATUM OF THE DAVIS COUNTY SURVEYOR. RECORD BEARINGS, DISTANCES AND COORDINATE VALUES ARE SHOWN IN BRACKETS []. ALL OTHER DIMENSIONS AND COORDINATE VALUES ARE MEASURED.
- 4.) APPROVAL OF THIS DEVELOPMENT PLAT BY NORTH SALT LAKE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUBSURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
- 5.) THE FINISHED FLOOR ELEVATION OF ANY HOME SHALL BE AT LEAST ONE (1) FOOT ABOVE THE LOWEST TOP BACK OF CURB GRADE ADJACENT TO THE LOT.
- 6.) PARCELS A AND B SHALL BE OPEN SPACE LOTS. PARCELS A AND B ARE HEREBY DEDICATED TO THE FOXBORO NORTH HOMEOWNERS ASSOCIATION BY THE RECORDING OF THIS PLAT. OPEN SPACE LOTS MAY BE UTILIZED FOR UTILITY EASEMENTS, DRAINAGE FACILITIES OR OTHER USES THAT BENEFIT THE CITY, HOMEOWNERS ASSOCIATION, SURROUNDING PARCELS AND RESIDENTS.
- 7.) GRADING FOR EACH LOT SHALL BE PERFORMED TO ALLOW STORM WATER TO DRAIN TO STREET, OR TO BE SELF-CONTAINED ON THE LOT.

ACKNOWLEDGMENT

STATE OF UTAH) : ss
 COUNTY OF DAVIS)

ON THIS _____ DAY OF _____, 2013, PERSONALLY APPEARED BEFORE ME, PETER EVANS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE AUTHORIZED AGENT OF FOXBORO ESTATES, LLC, A UTAH LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID FOXBORO ESTATES, LLC, AND SAID PETER EVANS ACKNOWLEDGED TO ME THAT SAID FOXBORO ESTATES, LLC EXECUTED THE SAME.

NOTARY PUBLIC FOR THE STATE OF _____

MY COMMISSION EXPIRES _____ NOTARY SEAL

Plat Prepared For:
 WOODSIDE HOMES
 39 East Eagleridge Drive, Suite 100
 North Salt Lake City, Utah 84054

Plat Prepared By:

	Design: JJS
	Drawn: JJS
	Checked: GM
	Reviewed: JRL

Recommended for Approval

This _____ day of _____, 2013.

 City Engineer

Recommended for Approval

This _____ day of _____, 2013.

 Chairman, Planning Commission

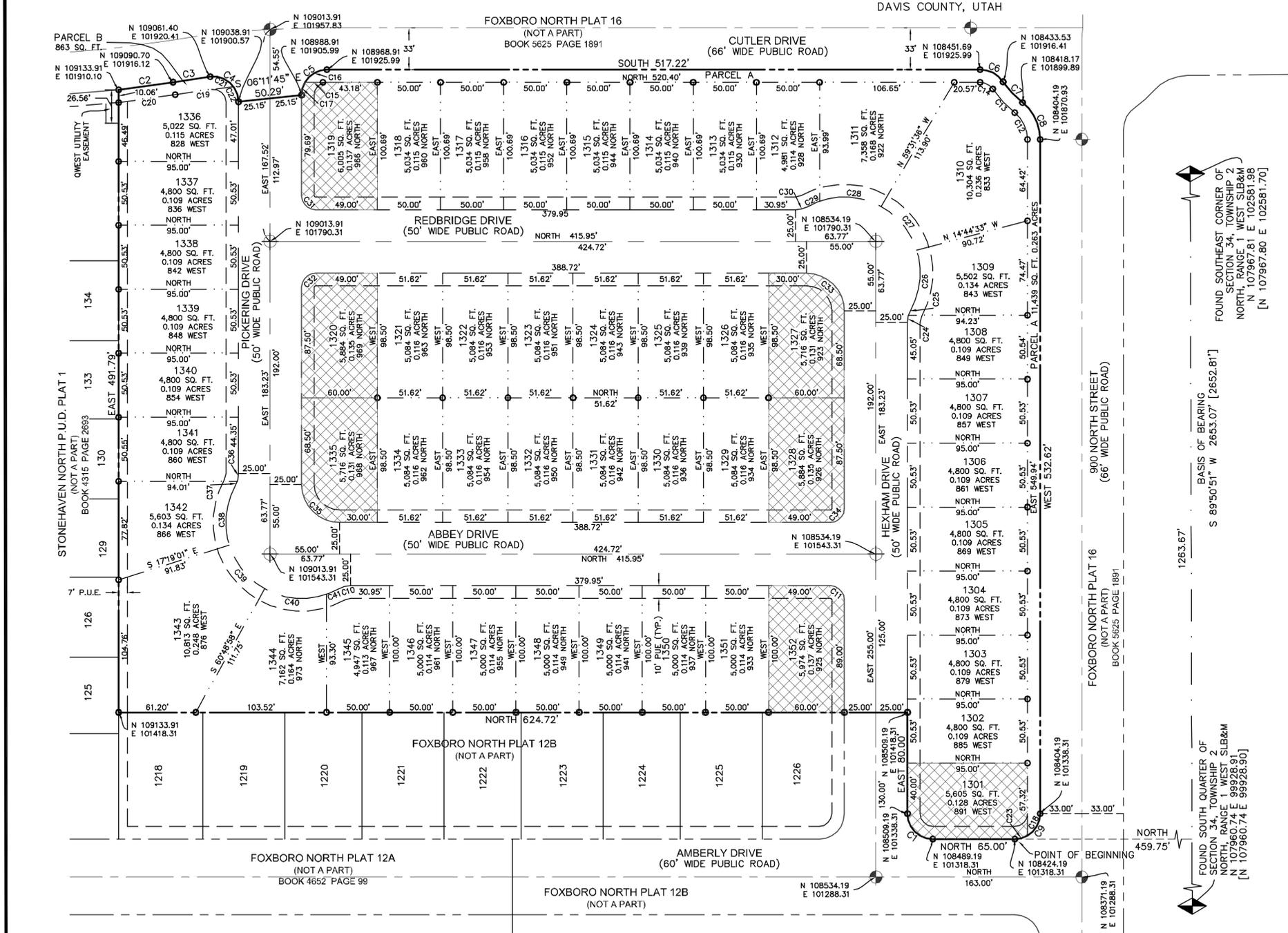
Recommended for Approval

This _____ day of _____, 2013.

 City Attorney

City Council Approval		
Presented to the City Council of North Salt Lake City, Utah		
This _____ day of _____, 2013 at which time this subdivision was approved and accepted.		
_____ Mayor	_____ Attest: City Recorder	
Davis County Recorder		
Entry No. _____	Fee Paid _____	
Filed for record and recorded this _____ day of _____, 2013 at _____ in Book _____ of Official Records Page _____		
County Recorder _____		
By: _____ Deputy Recorder		
Date 05/13/2013	Proj. # 4333	Sht 1 of 2

FOXBORO NORTH PLAT 13
 A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH,
 RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF NORTH SALT LAKE,
 DAVIS COUNTY, UTAH



LEGEND:

- FOUND DAMS COUNTY SECTION CORNER MONUMENTS (AS NOTED)
- STREET MONUMENT (TO BE SET)
- STREET MONUMENT (SET BY PREVIOUS PLATTING)
- SET REBAR AND CAP MARKED "BINGHAM ENG."
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- UTILITY EASEMENT LINE AS NOTED
- RECORD COORDINATE VALUES AND/OR RECORD DIMENSIONS ARE SHOWN IN BRACKETS
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- LOT RESTRICTED
ONE STORY STRUCTURE ON A CORNER 10' MIN. SIDE SETBACK
TWO STORY STRUCTURE ON A CORNER 15' MIN. SIDE SETBACK

[N = 105338.07 E = 102613.08]

P.U.E. & D.E.

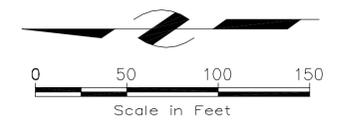
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD DIST.
C1	31.42'	20.00'	90°00'00"	N 45°00'00" E	28.28'
C2	43.64'	783.00'	03°11'35"	S 07°55'29" E	43.63'
C3	29.61'	717.00'	02°21'58"	S 08°20'18" E	29.61'
C4	33.91'	20.00'	97°09'19"	S 41°25'20" W	29.99'
C5	31.42'	20.00'	90°00'00"	S 45°00'00" E	28.28'
C6	21.37'	22.00'	55°39'36"	S 27°49'48" W	20.54'
C7	22.64'	75.50'	17°10'53"	S 47°04'09" W	22.56'
C8	33.27'	37.00'	51°31'17"	S 64°14'21" W	32.16'
C9	31.42'	20.00'	90°00'00"	N 45°00'00" W	28.28'
C10	10.13'	20.00'	29°01'55"	N 14°30'57" W	10.03'
C11	17.28'	11.00'	90°00'00"	N 45°00'00" E	15.56'
C12	24.28'	27.00'	51°31'17"	N 64°14'21" E	23.47'
C13	25.64'	85.50'	17°10'53"	S 47°04'09" W	25.54'
C14	11.66'	12.00'	55°39'36"	N 27°49'48" E	11.20'
C15	14.22'	707.00'	1°09'09"	N 00°34'34" W	14.22'
C16	21.11'	20.00'	60°28'19"	N 30°14'10" W	20.14'
C17	10.31'	20.00'	29°31'41"	N 75°14'10" W	10.19'
C18	20.94'	20.00'	60°00'00"	S 60°00'00" E	20.00'
C19	46.64'	707.00'	03°46'47"	N 07°37'53" W	46.63'
C20	45.30'	793.00'	03°16'24"	S 07°53'05" E	45.30'
C21	21.19'	20.00'	60°42'34"	N 23°11'58" E	20.21'
C22	12.72'	20.00'	36°26'45"	N 71°46'37" E	12.51'
C23	10.47'	20.00'	30°00'00"	S 15°00'00" E	10.35'
C24	1.77'	20.00'	05°04'56"	N 87°27'32" W	1.77'
C25	8.36'	20.00'	23°56'59"	N 72°56'35" W	8.30'
C26	48.74'	60.00'	46°32'45"	S 84°14'28" E	47.41'
C27	45.52'	60.00'	43°27'57"	N 50°45'11" E	44.43'
C28	50.54'	60.00'	48°15'54"	N 04°53'16" E	49.06'
C29	10.25'	60.00'	09°47'14"	N 24°08'18" W	10.24'
C30	10.13'	20.00'	29°01'55"	S 14°30'57" E	10.03'
C31	17.28'	11.00'	90°00'00"	S 45°00'00" W	15.56'
C32	17.28'	11.00'	90°00'00"	N 45°00'00" W	15.56'
C33	47.12'	30.00'	90°00'00"	N 45°00'00" E	42.43'
C34	17.28'	11.00'	90°00'00"	S 45°00'00" E	15.56'
C35	47.12'	30.00'	90°00'00"	S 45°00'00" W	42.43'
C36	3.55'	20.00'	10°09'52"	S 84°55'04" E	3.54'
C37	6.59'	20.00'	18°52'03"	S 70°24'06" E	6.56'
C38	48.54'	60.00'	46°20'55"	N 84°08'33" W	47.22'
C39	45.55'	60.00'	43°29'58"	S 50°56'01" W	44.47'
C40	50.71'	60.00'	48°25'43"	S 04°58'10" W	49.22'
C41	10.25'	60.00'	09°47'14"	S 24°08'18" E	10.24'

FOUND SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST SLB&M [N 107967.81 E 102581.98 [N 107967.80 E 102581.70]

FOUND SOUTH QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST SLB&M [N 107960.74 E 99928.91 [N 107960.74 E 99928.90]

FOUND SOUTH QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST SLB&M [N 107960.74 E 99928.91 [N 107960.74 E 99928.90]

FOUND SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 1 WEST SLB&M [N 107960.74 E 99928.91 [N 107960.74 E 99928.90]



BINGHAM ENGINEERING
 Design: JJS
 Drawn: JJS
 Checked: GM
 Reviewed: JRL

5160 Wey Post Way, Salt Lake City, UT 84116
 (801) 532-2520 www.binghamnet.com

Davis County Recorder

Entry No. _____ Fee Paid _____
 Filed for record and recorded this _____
 day of _____, 2013 at _____
 in Book _____ of Official Records Page _____

County Recorder _____
 By: _____
 Deputy Recorder _____

Date 05/07/2013 Proj. # 4333 Sht 2 of 2



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 21, 2013

SUBJECT: Preliminary design plan for Eaglepointe Estates, Phase 18 located north of Parkway Drive and east of Parkway Circle. Brad Holgate – Sky Properties, applicant

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the preliminary design plan for Eaglepointe Estates, Phase 18.

On May 14, 2013 the Planning Commission recommended approval to the City Council of this application with no conditions.

BACKGROUND

On November 6, 2012 the City Council approved the Concept Plan for Eaglepointe Estates, Phases 17-19. There were two conditions of approval that affected Phase 18 and that are still in effect for this phase of the project. They are: 1) the developer provide proper drainage behind lot 1813; and, 2) provide a pedestrian walkway between lots 1814 and 1815.

The developer will be demonstrating on the final plat application for this project how the drainage will be dealt with on lot 1813. With respect to the pedestrian walkway, the developer and the City staff have agreed that the developer will donate the right-of-way for a public trail and the City will install the improvements at a later time when it make sense for a trail to be installed and connected to other trails and pathways.

This property is zoned R1-12 and the proposed 20 lots meet the minimum lot size and other zoning requirements of this district. The proposed preliminary design plan is also in conformance with the conceptual approval granted by the Council.

POSSIBLE MOTION

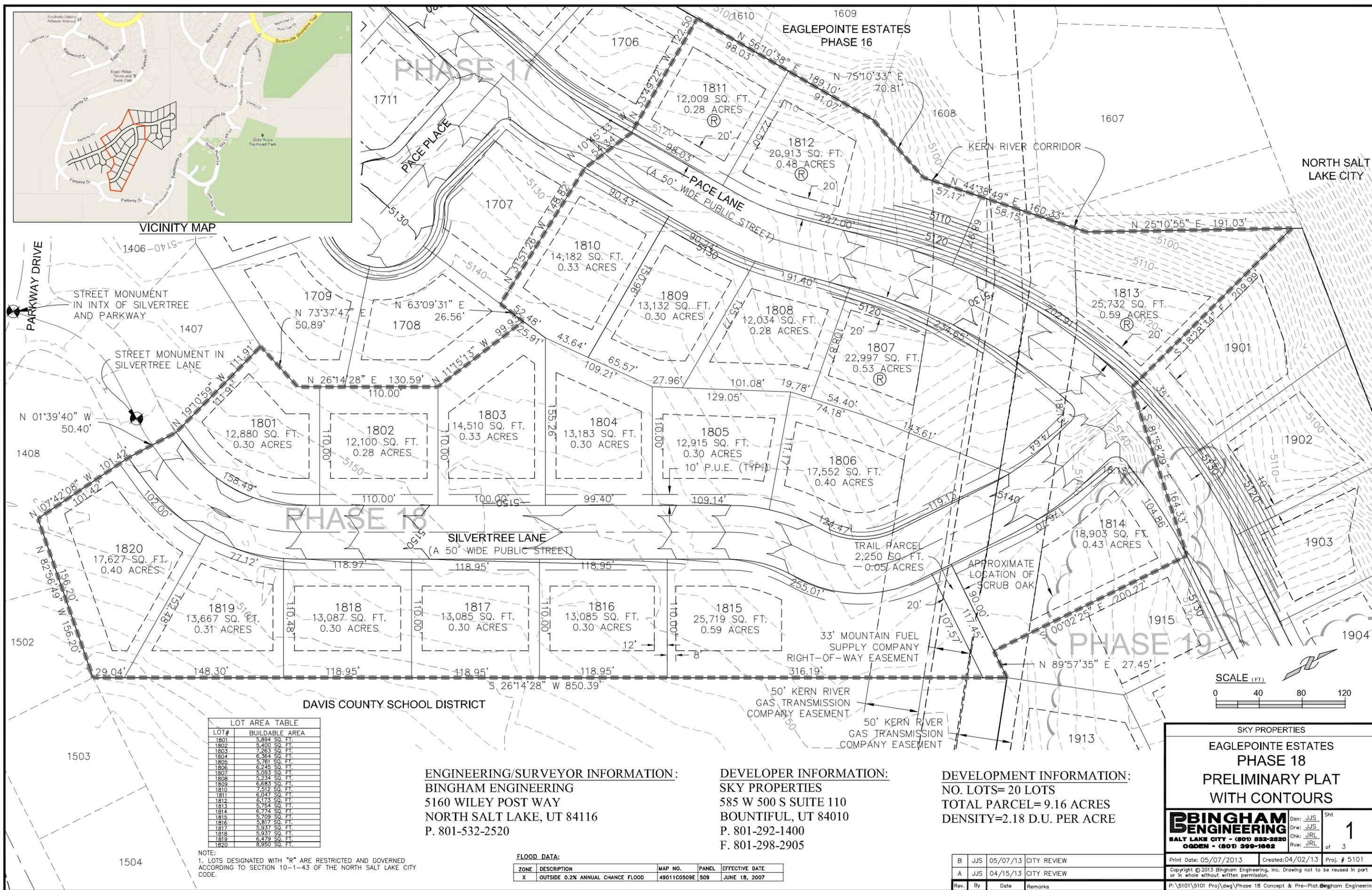
I move that the City Council approve the preliminary design plan for Eaglepointe Estates, Phase 18.

Attachments

- 1) Preliminary design plan



VICINITY MAP



LOT AREA TABLE	
LOT#	BUILDABLE AREA
1801	5,894 SQ. FT.
1802	5,400 SQ. FT.
1803	7,263 SQ. FT.
1804	6,364 SQ. FT.
1805	5,761 SQ. FT.
1806	6,245 SQ. FT.
1807	5,083 SQ. FT.
1808	5,234 SQ. FT.
1809	6,683 SQ. FT.
1810	7,512 SQ. FT.
1811	6,047 SQ. FT.
1812	6,173 SQ. FT.
1813	5,754 SQ. FT.
1814	6,774 SQ. FT.
1815	5,709 SQ. FT.
1816	5,817 SQ. FT.
1817	5,937 SQ. FT.
1818	5,937 SQ. FT.
1819	6,479 SQ. FT.
1820	8,950 SQ. FT.

NOTE:
1. LOTS DESIGNATED WITH "R" ARE RESTRICTED AND GOVERNED ACCORDING TO SECTION 10-1-43 OF THE NORTH SALT LAKE CITY CODE.

ENGINEERING/SURVEYOR INFORMATION:
 BINGHAM ENGINEERING
 5160 WILEY POST WAY
 NORTH SALT LAKE, UT 84116
 P. 801-532-2520

DEVELOPER INFORMATION:
 SKY PROPERTIES
 585 W 500 S SUITE 110
 BOUNTIFUL, UT 84010
 P. 801-292-1400
 F. 801-298-2905

DEVELOPMENT INFORMATION:
 NO. LOTS= 20 LOTS
 TOTAL PARCEL= 9.16 ACRES
 DENSITY=2.18 D.U. PER ACRE

FLOOD DATA:

ZONE	DESCRIPTION	MAP NO.	PANEL	EFFECTIVE DATE
X	OUTSIDE 0.2% ANNUAL CHANCE FLOOD	49011C0509E	509	JUNE 18, 2007

Rev.	By	Date	Remarks
B	JJS	05/07/13	CITY REVIEW
A	JJS	04/15/13	CITY REVIEW

SKY PROPERTIES
**EAGLEPOINTE ESTATES
 PHASE 18
 PRELIMINARY PLAT
 WITH CONTOURS**

BINGHAM ENGINEERING
 SALT LAKE CITY - (801) 532-2520
 OGDEN - (801) 390-1662

Dsn: JJS
 Drw: JJS
 Chk: JRL
 Rvw: JRL

Sht **1**
 of 3

Print Date: 05/07/2013 Created: 04/02/13 Proj. # 5101
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 P:\S101\S101 Proj\dwg\Phase 18 Concept & Pre-Plat.Bingham Engineering



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 21, 2013

SUBJECT: General Development Plan amendment for Bella Vida at Eaglewood

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the amendment to the Bella Vida at Eaglewood general development plan to increase the density to 60 units from the currently approved 48 units for Buildings #1 & 2 with the following condition:

- 1) The clubhouse parking may be used toward the guest parking calculations for Buildings 1 and 2 provided that shared parking agreements and access easements be recorded with the amendment to the condo plat for Bella Vida at Eaglewood Building #2 for all lots which utilize shared parking and access.

On May 14, 2013 the Planning Commission recommended approval of this application to the City Council subject to the condition above.

BACKGROUND

The general development plan amendment proposal is for Bella Vida at Eaglewood Building #2. Sky Properties is requesting to increase the density on the site by adding 12 condo units to the building. The previously approved exterior and footprint of the building will not be, but the interior units will be reduced in size to accommodate the additional units. The quality and interior design of the condos will remain the same. The open space requirement of 40% open space will still be met with the new proposal.

The underground parking for the condos will remain the same as was originally approved. The outside parking for Buildings 1 & 2 and the clubhouse are proposed to be shared. The parking for Building 2 also crosses the lot line to The Villas at Bella Vida development. A shared parking agreement will need to be recorded with the condo plat amendment at a later date. This approval is simply for the general development plan, and then once approval has been granted for this application, Sky Properties can apply for an amendment to the condo plat. A summary of the current and proposed parking is below:

UNIT TYPE	# OF UNITS	PARKING CALCULATION (per unit)	PARKING REQUIRED	PARKING PROVIDED	ADA PARKING PROVIDED
CURRENT GENERAL DEVELOPMENT PLAN					
BUILDING ONE					
1-Bedroom	0	0	0	0	0
2-Bedroom	12	2.25	27	30.25	1
3-Bedroom	12	2.25	27	30.25	0
BUILDING TWO					
1-Bedroom	0	0	0	0	0
2-Bedroom	12	2.25	27	30.25	0
3-Bedroom	12	2.25	27	30.25	0
TOTAL	48	2.25 (1 covered)	108 (48 covered)	121 (72 covered)	1
AMENDED GENERAL DEVELOPMENT PLAN (proposed)					
BUILDING ONE					
1-Bedroom	0	0	0	0	0
2-Bedroom	12	2.25	27	27	?
3-Bedroom	12	2.25	27	27	?
BUILDING TWO					
1-Bedroom	28	2.25	63	63	?
2-Bedroom	8	2.25	18	18	?
3-Bedroom	0	0	0	0	0
TOTAL	60	2.25 (1 covered)	135 (48 covered)	135 (72 covered)	unknown at this time

As you can see from the analysis above, the proposal is in compliance with the parking standard of 2.25 parking stalls per unit with one of those stalls covered. In fact, they have more covered parking stalls than are required by the City's Land Use Ordinance. The clubhouse parking is used toward the guest parking calculation (.25 stalls per unit) for Buildings 1 & 2, as was done in the original general development plan.

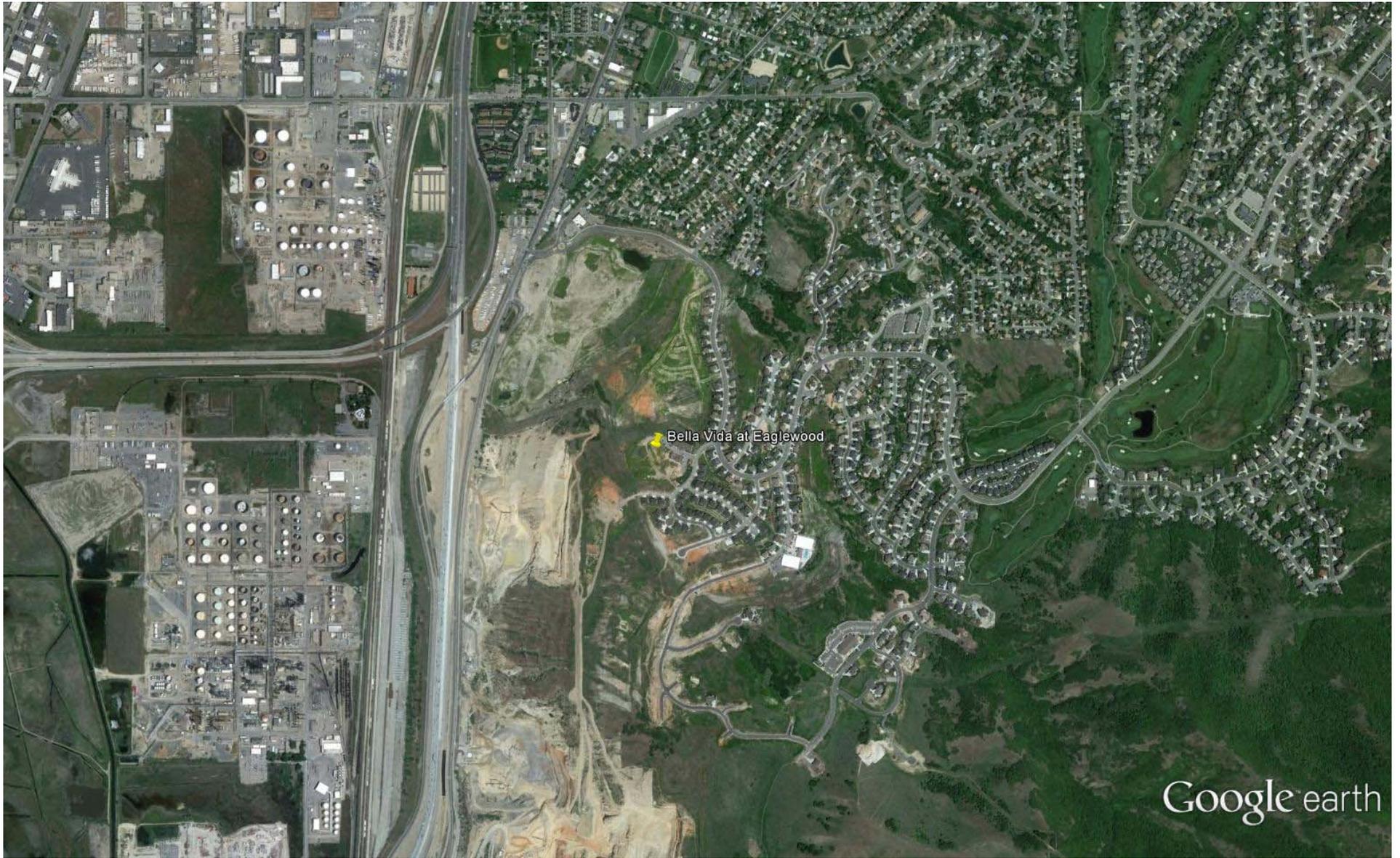
POSSIBLE MOTION

I move that the City Council approve the proposed amendment to the Bella Vida at Eaglewood general development plan to increase the density to 60 units from the currently approved 48 units for Buildings #1 & 2 with the following condition:

- 1) The clubhouse parking may be used toward the guest parking calculations for Buildings 1 and 2 provided that shared parking agreements and access easements be recorded with the amendment to the condo plat for Bella Vida at Eaglewood Building #2 for all lots which utilize shared parking and access.

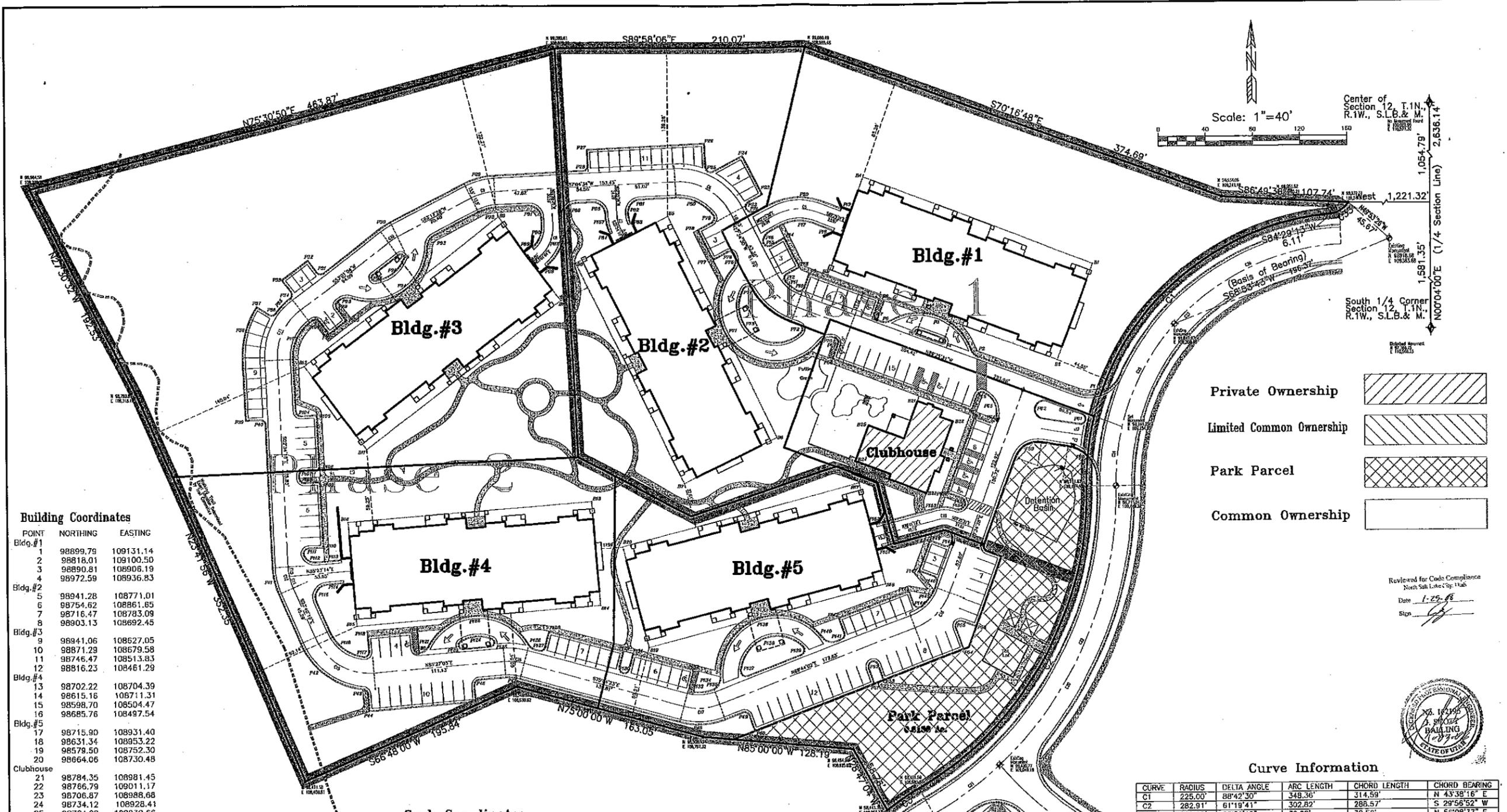
Attachments

- 1) Location Map
- 2) Approved subdivision plat
- 3) Proposed general development plan



Google earth





Building Coordinates

POINT	NORTHING	EASTING
Bldg.#1	98899.79	109131.14
2	98818.01	109100.50
3	98890.81	108906.19
4	98972.59	108936.83
Bldg.#2	98941.28	108771.01
5	98754.62	108861.85
6	98716.47	108783.09
7	98903.13	108692.45
Bldg.#3	98941.06	108627.05
9	98871.29	108679.58
10	98746.47	108513.83
11	98816.23	108461.29
Bldg.#4	98702.22	108704.39
13	98615.16	108711.31
14	98598.70	108504.47
15	98685.76	108497.54
Bldg.#5	98715.90	108931.40
17	98631.34	108953.22
18	98579.50	108752.30
19	98664.06	108730.48
Clubhouse	98784.35	108981.45
21	98766.79	109011.17
22	98706.87	108988.68
23	98734.12	108928.41
24	98764.08	108939.66
25		

POINT	NORTHING	EASTING	DESCRIPTION
P1	98817.15	109126.84	Radius Point R=29'
P2	98630.64	108036.84	Radius Point R=6'
P3	98812.22	108983.00	Radius Point R=47'
P4	98834.67	109003.44	Radius Point R=2'
P5	98842.59	108992.21	Radius Point R=2'
P6	98851.58	108954.50	Radius Point R=10'
P7	98857.04	108949.53	Radius Point R=4'
P8	98871.09	108950.53	Radius Point R=4'
P9	98893.58	108990.61	Radius Point R=4'
P10	98882.57	108897.21	Radius Point R=4'
P11	98911.36	108897.23	Radius Point R=38.5'
P12	98889.21	108873.52	Radius Point R=4'
P13	98898.46	108882.59	Radius Point R=4'
P14	98923.28	108869.83	Radius Point R=4'
P15	98920.59	108855.84	Radius Point R=4'
P16	98919.11	108851.83	Radius Point R=10'
P17	98896.19	108832.58	Radius Point R=4'
P18	98928.03	108911.58	End Curb
P19	98946.76	108916.61	End Curb
P20	98936.19	108892.58	Radius Point R=60'
P21	98954.58	108843.13	Radius Point R=10'
P22	98948.39	108841.02	Radius Point R=4'
P23	98938.74	108851.12	Radius Point R=4'
P24	98911.53	108833.98	Radius Point R=4'
P25	98922.08	108807.25	Radius Point R=4'
P26	99002.27	108802.21	Radius Point R=10'
P27	98971.17	108702.24	Radius Point R=10'
P28	98953.48	108699.04	Radius Point R=4'
P29	98912.20	108626.71	Radius Point R=33.5'
P30	98880.55	108533.51	Radius Point R=31.5'
P31	98938.86	108475.91	Radius Point R=4'
P32	98906.43	108465.19	Radius Point R=4'

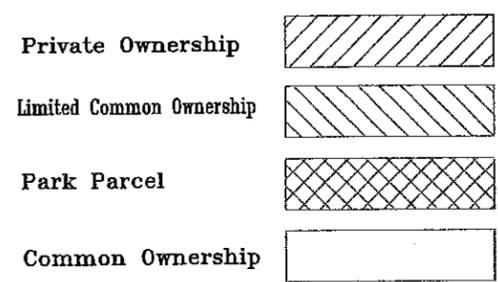
POINT	NORTHING	EASTING	DESCRIPTION
P33	98889.59	108442.83	Radius Point R=4'
P34	98877.19	108447.16	Radius Point R=4'
P35	98823.95	108486.85	Radius Point R=63.5'
P36	98938.97	108434.00	Radius Point R=2'
P37	98866.98	108421.21	Radius Point R=2'
P38	98821.95	108488.65	Radius Point R=80'
P39	98770.82	108410.96	Radius Point R=4'
P40	98767.39	108423.62	Radius Point R=4'
P41	98951.30	108496.40	Radius Point R=31.5'
P42	98909.82	108411.59	Radius Point R=31.5'
P43	98542.54	108509.16	Radius Point R=4'
P44	98528.54	108514.28	Radius Point R=4'
P45	98535.76	108505.00	Radius Point R=4'
P46	98548.53	108607.91	Radius Point R=35.5'
P47	98519.95	108533.30	Radius Point R=35.5'
P48	98579.56	108794.15	Radius Point R=63.5'
P49	98561.91	108832.64	Radius Point R=4'
P50	98510.54	108841.06	Radius Point R=4'
P51	98548.29	108943.31	Radius Point R=60'
P52	98562.33	108942.40	Radius Point R=4'
P53	98551.06	108950.82	Radius Point R=4'
P54	98578.35	109019.30	Radius Point R=4'
P55	98595.46	109016.51	Radius Point R=4'
P56	98594.71	109029.89	Radius Point R=4'
P57	98653.63	109052.01	Radius Point R=4'
P58	98662.12	109040.78	Radius Point R=4'
P59	98729.28	109083.08	Radius Point R=20'
P60	98716.84	109104.39	Radius Point R=20'
P61	98768.10	109119.60	Radius Point R=4'
P62	98775.23	109088.69	Radius Point R=25'
P63	98770.92	109029.81	Radius Point R=4'
P64	98759.92	109043.85	Radius Point R=4'

Curb Coordinates

POINT	NORTHING	EASTING	DESCRIPTION
P65	98773.95	109029.80	Radius Point R=18.92'
P66	98787.22	109035.93	Radius Point R=4'
P67	98775.94	109027.44	Radius Point R=4'
P68	98820.27	109008.48	Radius Point R=4'
P69	98834.32	108910.46	Radius Point R=4'
P70	98828.87	108907.92	Radius Point R=10'
P71	98865.59	108861.75	Radius Point R=49'
P72	98845.74	108880.05	Radius Point R=4'
P73	98805.51	108861.75	Radius Point R=31'
P74	98878.77	108836.18	Radius Point R=4'
P75	98904.90	108817.75	Radius Point R=10'
P76	98908.06	108822.90	Radius Point R=4'
P77	98905.24	108808.85	Radius Point R=4'
P78	98930.04	108795.90	Radius Point R=4'
P79	98939.73	108805.80	Radius Point R=4'
P80	98920.03	108795.95	Radius Point R=36.5'
P81	98944.91	108747.57	Radius Point R=10'
P82	98944.23	108767.62	Radius Point R=20'
P83	98935.49	108739.63	End Curb
P84	98926.75	108721.64	End Curb
P85	98942.87	108707.63	Radius Point R=10'
P86	98942.12	108693.09	Radius Point R=10'
P87	98932.49	108643.51	Radius Point R=40'
P88	98900.54	108667.58	End Curb
P89	98916.51	108655.55	End Curb
P90	98932.49	108643.51	Radius Point R=20'
P91	98940.08	108663.14	Radius Point R=10'
P92	98912.20	108626.71	Radius Point R=36.5'
P93	98916.88	108577.05	Radius Point R=10'
P94	98919.83	108518.13	Radius Point R=49'
P95	98908.36	108442.22	Radius Point R=25'
P96	98919.83	108518.13	Radius Point R=31'

POINT	NORTHING	EASTING	DESCRIPTION
P97	98991.59	108521.94	Radius Point R=23'
P98	98966.30	108498.18	Radius Point R=10'
P99	98977.79	108492.84	Radius Point R=40'
P100	98954.60	108497.76	Radius Point R=4'
P101	98943.17	108482.58	Radius Point R=4'
P102	98951.55	108471.27	Radius Point R=4'
P103	98923.95	108488.65	Radius Point R=36.5'
P104	98779.11	108785.13	Radius Point R=4'
P105	98775.94	108471.80	Radius Point R=4'
P106	98729.51	108473.87	Radius Point R=4'
P107	98724.91	108460.57	Radius Point R=4'
P108	98722.91	108460.58	Radius Point R=4'
P109	98719.52	108474.32	Radius Point R=4'
P110	98664.58	108476.72	Radius Point R=4'
P111	98660.00	108464.08	Radius Point R=47.5'
P112	98662.86	108468.36	Radius Point R=10'
P113	98654.63	108491.76	End Curb
P114	98634.71	108493.77	End Curb
P115	98633.55	108479.84	Radius Point R=10'
P116	98664.58	108476.72	Radius Point R=36.5'
P117	98577.80	108510.31	Radius Point R=4'
P118	98580.66	108513.28	Radius Point R=4'
P119	98593.70	108551.27	Radius Point R=4'
P120	98580.55	108506.33	Radius Point R=4'
P121	98588.55	108556.04	Radius Point R=10'
P122	98586.20	108607.78	Radius Point R=49'
P123	98582.53	108593.91	Radius Point R=3'
P124	98588.20	108607.78	Radius Point R=31'
P125	98584.41	108617.63	Radius Point R=10'
P126	98588.20	108588.54	Radius Point R=10'
P127	98581.73	108659.83	Radius Point R=4'
P128	98593.75	108667.17	Radius Point R=4'

POINT	NORTHING	EASTING	DESCRIPTION
P129	98576.03	108730.63	Radius Point R=4'
P130	98562.76	108731.02	Radius Point R=4'
P131	98574.77	108738.38	Radius Point R=4'
P132	98580.97	108790.13	Radius Point R=4'
P133	98547.26	108790.61	Radius Point R=4'
P134	98579.56	108794.15	Radius Point R=36.5'
P135	98554.22	108801.91	Radius Point R=10'
P136	98537.03	108803.85	Radius Point R=49'
P137	98559.62	108833.97	Radius Point R=4'
P138	98557.03	108880.85	Radius Point R=31'
P139	98576.46	108879.59	Radius Point R=4'
P140	98593.16	108807.49	Radius Point R=10'
P141	98589.12	108913.86	Radius Point R=4'
P142	98663.17	108923.94	Radius Point R=4'
P143	98625.43	108973.21	Radius Point R=4'
P144	98615.70	108981.07	Radius Point R=4'
P145	98541.09	108860.78	Radius Point R=36.5'
P146	98633.46	108923.43	Radius Point R=4'
P147	98641.95	108981.40	Radius Point R=4'
P148	98667.93	108991.15	Radius Point R=4'
P149	98666.93	109005.20	Radius Point R=4'
P150	98669.26	109003.49	Radius Point R=62'
P151	98662.30	108950.80	End Curb
P152	98681.66	108945.80	End Curb
P153	98659.26	109003.49	Radius Point R=26.42'
P154	98699.46	109015.27	Radius Point R=6'
P155	98698.76	109017.15	Radius Point R=4'
P156	98707.25	109005.91	Radius Point R=4'



Curve Information

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	225.00'	88°42'30"	348.36'	314.59'	N 43°38'16" E
C2	282.91'	61°19'41"	302.82'	286.57'	S 29°56'52" W
C3	209.00'	08°56'10"	32.60'	32.50'	N 55°08'37" E
C4	50.00'	41°51'02"	36.52'	35.71'	N 48°30'01" W
C5	50.00'	48°08'58"	42.02'	40.79'	N 86°29'59" E
C6	50.00'	65°20'58"	57.03'	53.99'	S 60°14'58" W
C7	30.00'	22°58'44"	12.03'	11.95'	N 14°24'48" W
C8	30.00'	55°55'44"	20.76'	20.61'	S 25°02'49" W
C9	50.00'	23°47'06"	20.76'	20.61'	N 75°11'01" E
C10	50.00'	10°16'24"	8.97'	8.95'	N 58°09'16" E
C11	50.00'	55°35'22"	48.51'	46.63'	N 25°13'23" E
C12	50.00'	21°08'01"	18.41'	18.31'	N 13°07'18" W
C13	50.00'	09°17'43"	8.11'	8.10'	N 07°13'10" W
C14	50.00'	11°48'18"	10.30'	10.28'	N 17°46'10" W
C15	50.00'	70°52'38"	61.85'	57.98'	N 99°06'38" W
C16	50.00'	19°28'33"	17.00'	16.91'	S 84°48'40" E
C17	50.00'	35°11'35"	30.71'	30.23'	S 87°19'49" W
C18	50.00'	49°09'34"	42.90'	41.60'	S 45°09'15" W
C19	16.42'	35°57'10"	10.30'	10.14'	S 86°29'59" E
C20	307.91'	61°19'41"	329.58'	314.07'	S 29°56'52" W
C21	307.91'	13°01'31"	70.00'	69.85'	S 54°05'57" W
C22	307.91'	46°18'10"	259.58'	251.96'	S 23°26'06" W
C23	200.00'	88°42'30"	309.65'	279.64'	N 43°38'16" E
C24	200.00'	14°15'00"	49.74'	49.61'	N 06°24'31" E
C25	200.00'	28°21'04"	98.96'	97.86'	N 27°42'33" E
C26	200.00'	46°06'26"	160.94'	156.64'	N 64°58'18" E
C27	225.00'	06°24'07"	25.14'	25.13'	N 02°29'04" E
C28	225.00'	13°58'20"	54.87'	54.73'	N 12°40'18" E
C29	225.00'	64°49'45"	254.58'	241.22'	N 52°04'20" E
C30	20.00'	51°48'44"	18.09'	17.48'	N 58°34'51" E



Reviewed for Code Compliance
North Salt Lake, Utah
Date: 1-25-06
Sign: [Signature]

Belling Engineering
Civil Engineering • Surveying • Planning

323 E. Pages Lane
Centerville, Utah 84014
Phone: (801) 295-7297
Fax: (801) 299-0419

Bella Vida at Eaglewood
Site Plan

Revisions

By	Date	Description
USB	10/02/06	Approved for Construction

Surveyor: [Signature]
Date Surveyed: [Blank]
Drafting: [Blank]
Checked By: [Blank]
Date Approved: [Blank]
File Number: [Blank]

2

Sheet 2 of 14

Granite Property

Legend

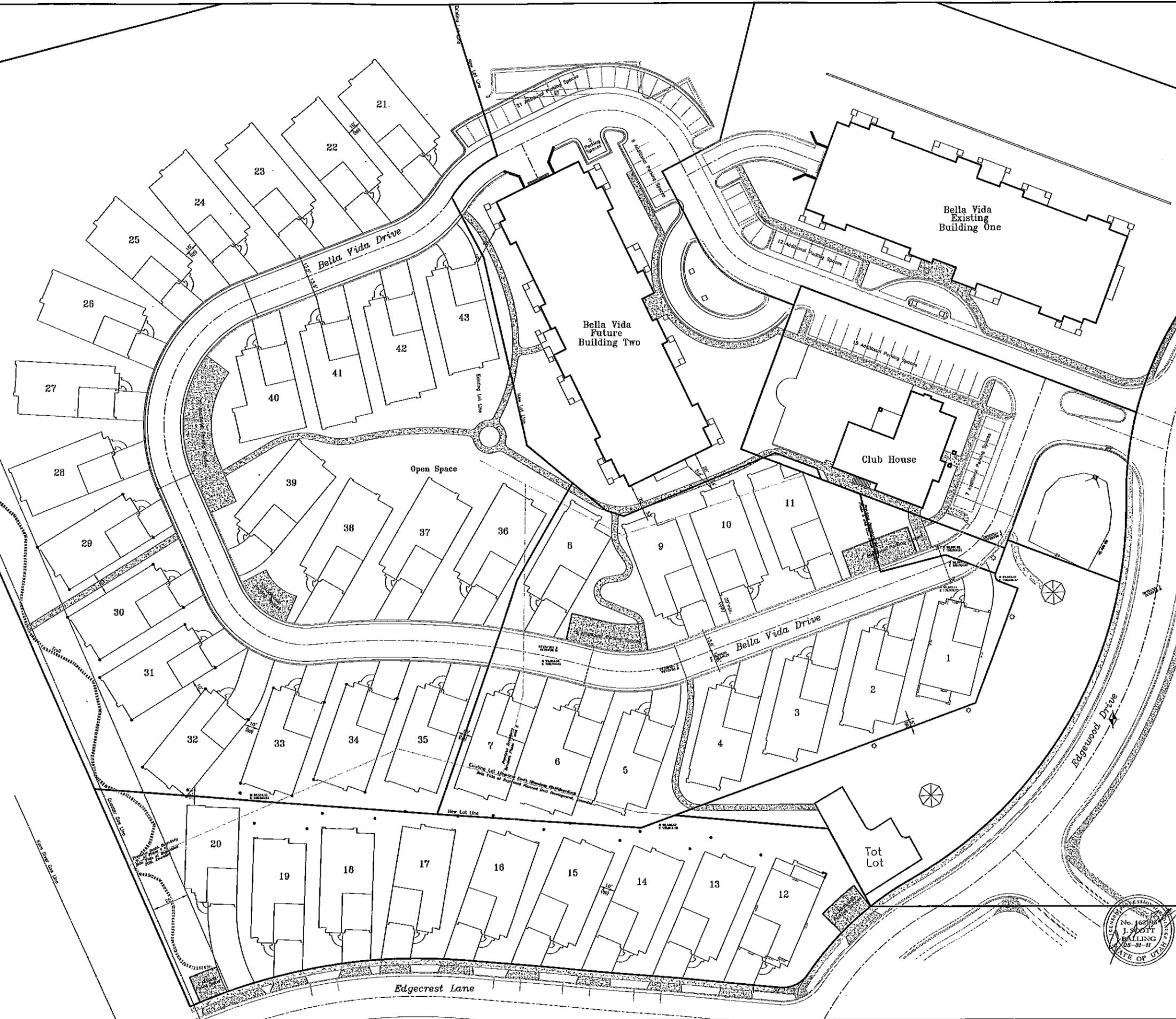
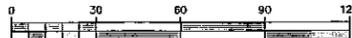
- Troil
- Rock Sustained Slope
- Centerline
- Concrete Walk or Pad
- Curb and Gutter
- Phase Boundary

Building Types

- C1- Standard Unit with Two Single Garage Doors
- C2- Standard Unit with One Double Garage Door
- C1-10- Standard Unit with Two Single Garage Doors (10 ft. Foundation)
- C2-10- Standard Unit with One Double Garage Door (10 ft. Foundation)



Scale: 1"=30'



The Villas @ Bella Vida
Revised Concept Plan
for SKY Properties

Revisions	Date	Description	By
	12-30-10	Submittal for Initial Review	JSS
	1-06-11	General Revision, Update One Unit, Redesign Road	JSS
	5-30-11	Approved for Construction	JSS
	3-25-13	Revis Building Two Parking	JSS

Surveyor _____
Date Surveyed _____
Drafting _____
Checked By _____
Date Approved _____
File Number _____

Balling Engineering
Civil Engineering * Surveying * Planning
323 E. Pages Lane
Centerville, Utah 84014
Phone: (801) 295-7297
Fax: (801) 299-0419



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 21, 2013

SUBJECT: Site plan application for Handi-Quilter located at 109 North Foxboro Drive.

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the site plan application for Handi-Quilter located at approximately 109 North Foxboro Drive with no conditions.

On May 14, 2013, the Planning Commission approved a conditional use application for Handi-Quilter at this location and recommended approval to the City Council of the site plan for this project with no conditions.

BACKGROUND

The proposed site plan for Handi-Quilter is located at approximately 109 North Foxboro Drive. The applicant is proposing to construct an office/warehouse building that is 57,981 square feet in size. A portion of the building will be used by Handi-Quilter, which is an existing business in the City that is proposed to re-locate to this location. The remainder of the building will be units available to lease to typical office/warehouse users.

The entire lot is 3.85 acres, or 167,706 square feet, in size. The proposed gross building area on the site is 57,981 square feet. The applicant is proposing to include 16,920 square feet of landscaping on-site, which is approximately 10% of the site and is in compliance with the city's Land Use Ordinance. The required front yard setback for the building is 20' minimum and 80' maximum. The proposed building is located 68' from the front property line.

This building as proposed requires 107 parking spaces (5 ADA spaces). Application materials indicate that there will be 110 stalls provided making this proposal compliant with the City's parking requirements.

For the Council's information, the City owns a parcel of land just to the north of this lot for access to the drainage swale area west of Foxboro. That area abuts the north property line of this site plan and is approximately 14' in width.

A final matter relevant to this application should be noted. This site is a vacant parcel that is identified in the City's proposed general plan as a possible location for access ramp facilities to the Legacy Highway from Center Street. The DRC noted this in their review of the site plan and determined that since the proposal meets the zoning and land use ordinance regulations that a denial of the application was highly inadvisable. There are several reasons why a denial is inadvisable. First, as stated above, the proposed application meets the City's ordinances. Second, if the City were to withhold its approval of the application, then we would place ourselves in the position of having to acquire that property immediately after rendering it useless for development purposes. Finally, the DRC recognized that even though this property could adequately serve an access function, there is no UDOT or Federal Highway Administration approval of that concept. In addition, staff met with UDOT and several transportation consultants on this matter and there is still a significant doubt as to whether or not the City would be granted approval for access to the Legacy Highway at this location. We do not have that approval today nor do we have an indication that we could obtain it in the future.

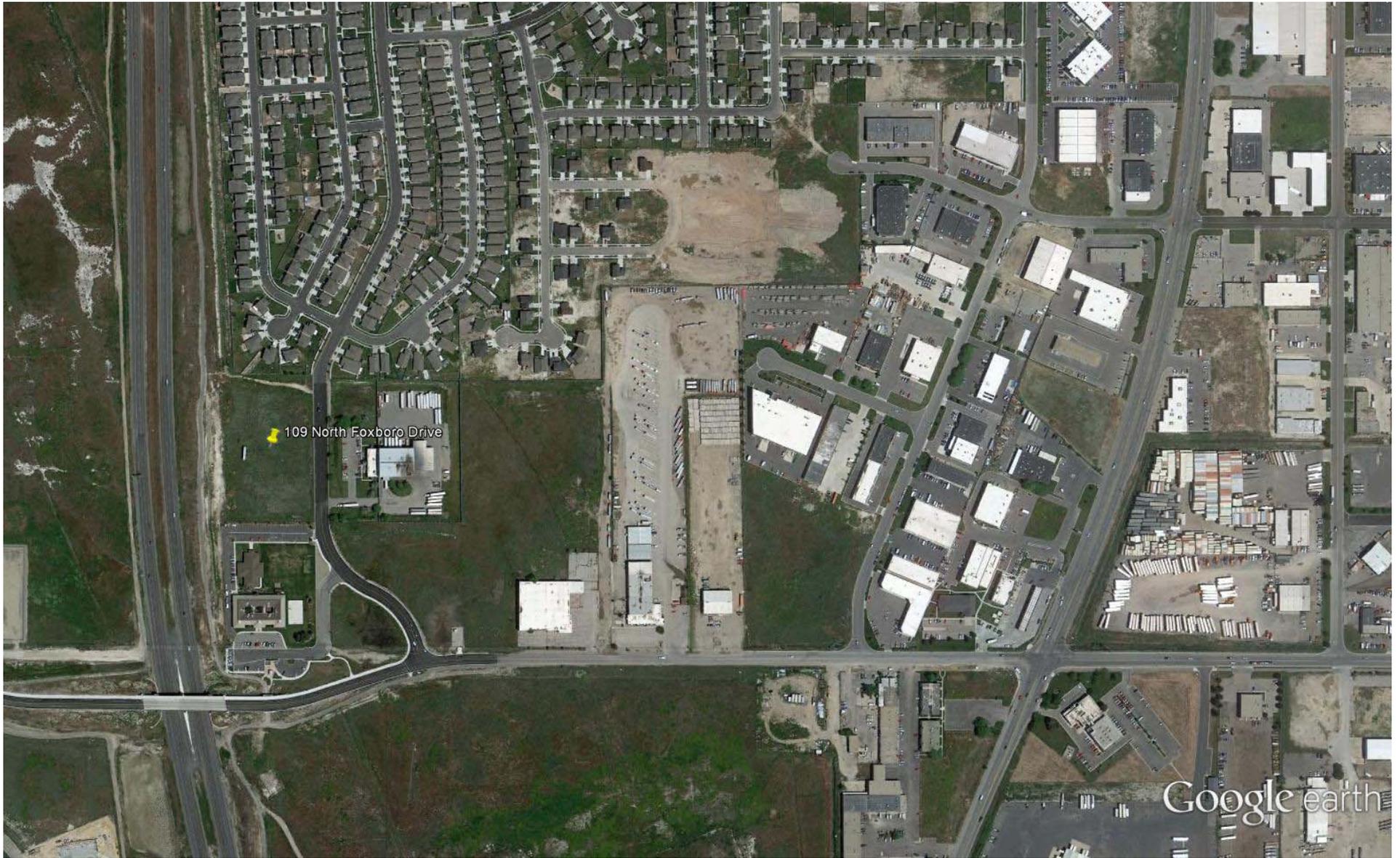
For your information and as per the City's ordinances, I have included the "S" designation memo that Ali Avery sent to me which classified this proposed use as a conditional use. The Planning Commission acted on that conditional use on May 14, 2013.

POSSIBLE MOTION

I move that the City Council approve the site plan application for Handi-Quilter located at approximately 109 North Foxboro Drive with no conditions.

Attachments

- 1) Location Map
- 2) Proposed Site Plan
- 3) Proposed Landscaping Plan
- 4) Proposed Building Elevations
- 5) "S" designation memo from Ali Avery to Ken Leetham



Google earth

feet
km





SAMUEL J. BRADY

ARCHITECTS

200 E. South Temple
Suite 160
Salt Lake City, Utah 84111
(801) 595-1752
FAX: (801) 595-1757

NOTE: THIS DRAWING IS PROVIDED FOR TENANT APPROVAL OF THE SPACE NOTED AND IS NOT FOR CONSTRUCTION. ACTUAL SITE DIMENSIONS COULD VARY.



360 North 700 West
Suite G
North Salt Lake, Utah
84054
(801) 936-3446
FAX: (801) 936-8633

1100 W. 80 N.

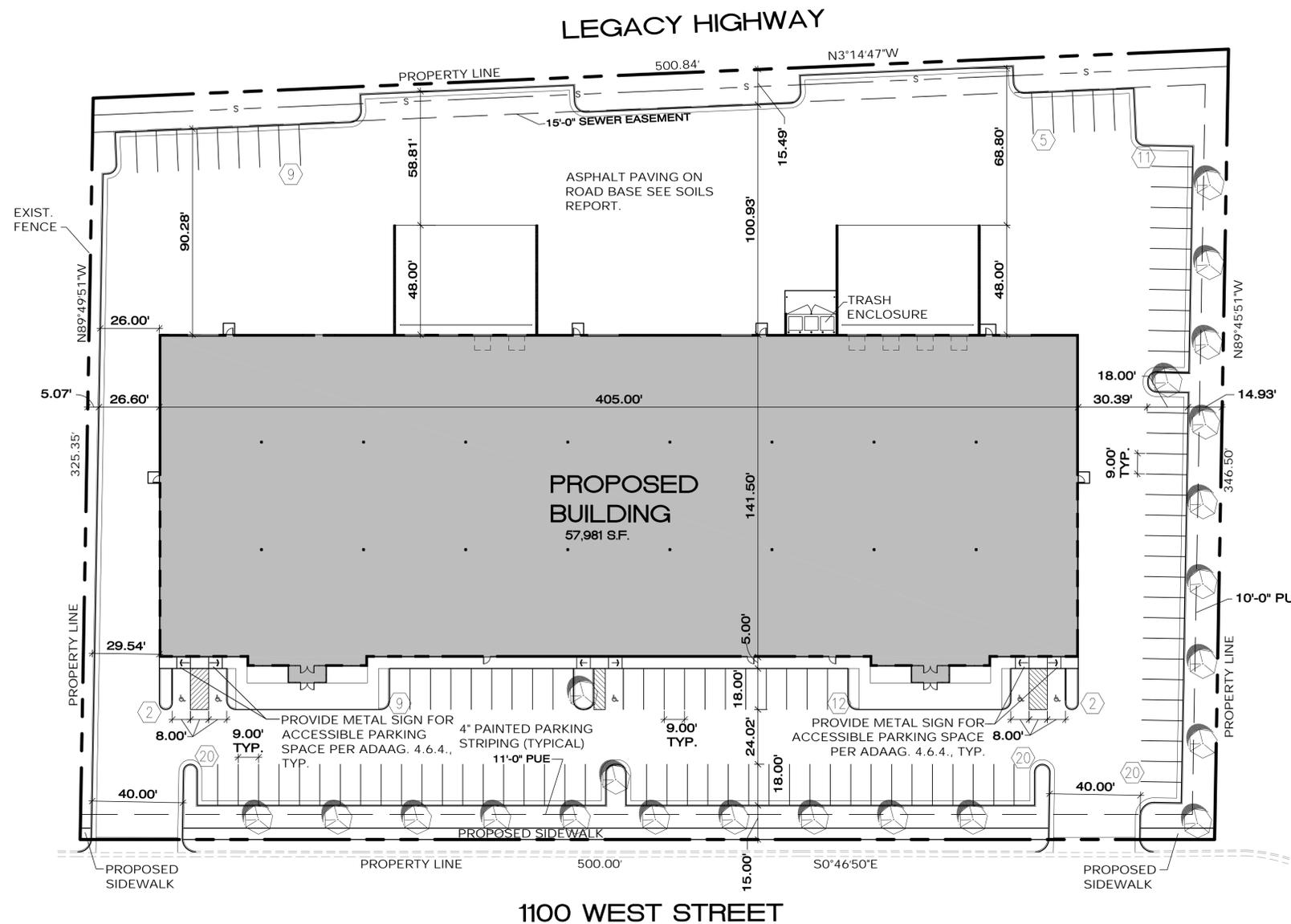
NORTH SALT LAKE
HANDI QUILTER

SITE PLAN

SCALE: 1" = 30'-0"
MAY 6, 2013
131B01SD1.dwg



SD.1



N. SALT LAKE CITY PARKING REQUIREMENTS	
TOTAL OFFICE S.F. MAIN FLOOR	10,000 S.F.
TOTAL NUMBER OF PARKING SPACES REQUIRED (MAIN FLOOR)	40 (1/250)
TOTAL OFFICE S.F. SECOND FLOOR	7,000 S.F.
TOTAL NUMBER OF PARKING SPACES REQUIRED (SECOND FLOOR)	28 (1/250)
TOTAL WHOLESALE DISTRIBUTION S.F. (INITIAL 10,000 S.F.)	10,000 S.F.
TOTAL NUMBER OF PARKING SPACES REQUIRED (WHOLESALE DISTRIBUTION)	20 (2/1000)
TOTAL WHOLESALE DISTRIBUTION S.F.	37,981 S.F.
TOTAL NUMBER OF PARKING SPACES REQUIRED (WHOLESALE DISTRIBUTION)	19 (1/2000)
TOTAL PARKING SPACES REQ'D. SLC	107
TOTAL PARKING SPACES PROVIDED	110

PROJECT SUMMARY

GROSS LAND AREA	3.85 ACRES
GROSS BUILDING AREA INCLUDING PROPOSED	57,981 SF
TOTAL LANDSCAPED AREA	16,920 SF

SEE SITE PLANS PROVIDED BY ENGINEER FOR DRAINAGE, GRADING, SPOT ELEVATIONS, AND PROPERTY BOUNDARY DESCRIPTION.

ALL GRADING ELEVATIONS SHOWN REPRESENT MINIMUM GRADING REQUIREMENTS OF 2%. NOTIFY ARCHITECT OF NEW GRADES THAT EXCEED 6%.



SAMUEL J. BRADY

ARCHITECTS

200 E. South Temple
Suite 160
Salt Lake City, Utah 84111
(801) 595-1752
FAX: (801) 595-1757

NOTE: THIS DRAWING IS PROVIDED FOR TENANT APPROVAL OF THE SPACE NOTED AND IS NOT FOR CONSTRUCTION. ACTUAL SITE DIMENSIONS COULD VARY.



360 North 700 West
Suite G
North Salt Lake, Utah
84054
(801) 936-3446
FAX: (801) 936-8633

1100 W. 80 N.

NORTH SALT LAKE
HANDI QUILTER

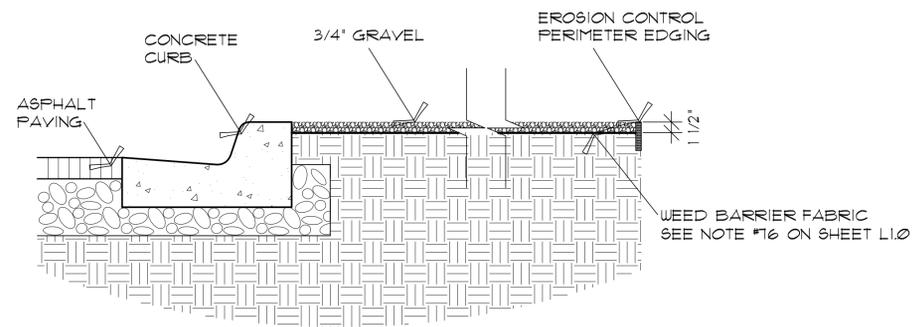
LANDSCAPE PLAN

SCALE: 1" = 30'-0"

MAY 6, 2013
131B01L1.dwg



L1.1



① GRAVEL LANDSCAPE DETAIL
SCALE 1"=1'-0"

LANDSCAPE LEGEND			
TYPE	QNTY	NAME	SIZE
TREES (DECIDUOUS)			
D1	19	SHADEMASTER HONEYLOCUST	MIN. 2" CALIPER
D2	5	SKYLINE HONEYLOCUST	MIN. 2" CALIPER
SHRUBS (RANDOMIZE PLANTING)			
S1	8	P.M.M. SLOW MOUND MUGO PINE	5 GAL
S2	9	JUNIPER/BLUE STAR	5 GAL
S3	9	POTENTILLA	5 GAL
S4	9	FALSE SPIERA	5 GAL
S5	9	JUNIPER/SEA GREEN	5 GAL
TOTAL 44			

NOTES FOR CONTRACTOR:

1. ALL IRRIGATION HEADS TO HAVE WATER SAVING, LOW ANGLE NOZZLES
2. CONTROLLER TO PROVIDE SEPARATE ZONES, WATER BUDGETING, MULTIPLE START TIMES AND MEET ALL MANUF. REQUIREMENTS FOR OUTDOOR INSTALLATION.
3. ALL IRRIGATION WIRING TO MEET IBC REQUIREMENTS.
4. ALL SPRINKLERS TO HAVE MATCH PRECIPITATION RATES
5. USE DRIP IRRIGATION FOR ALL TREES AND SHRUBS
6. ALL IRRIGATION LINES TO HAVE WINTERIZATION BLOW-OUTS

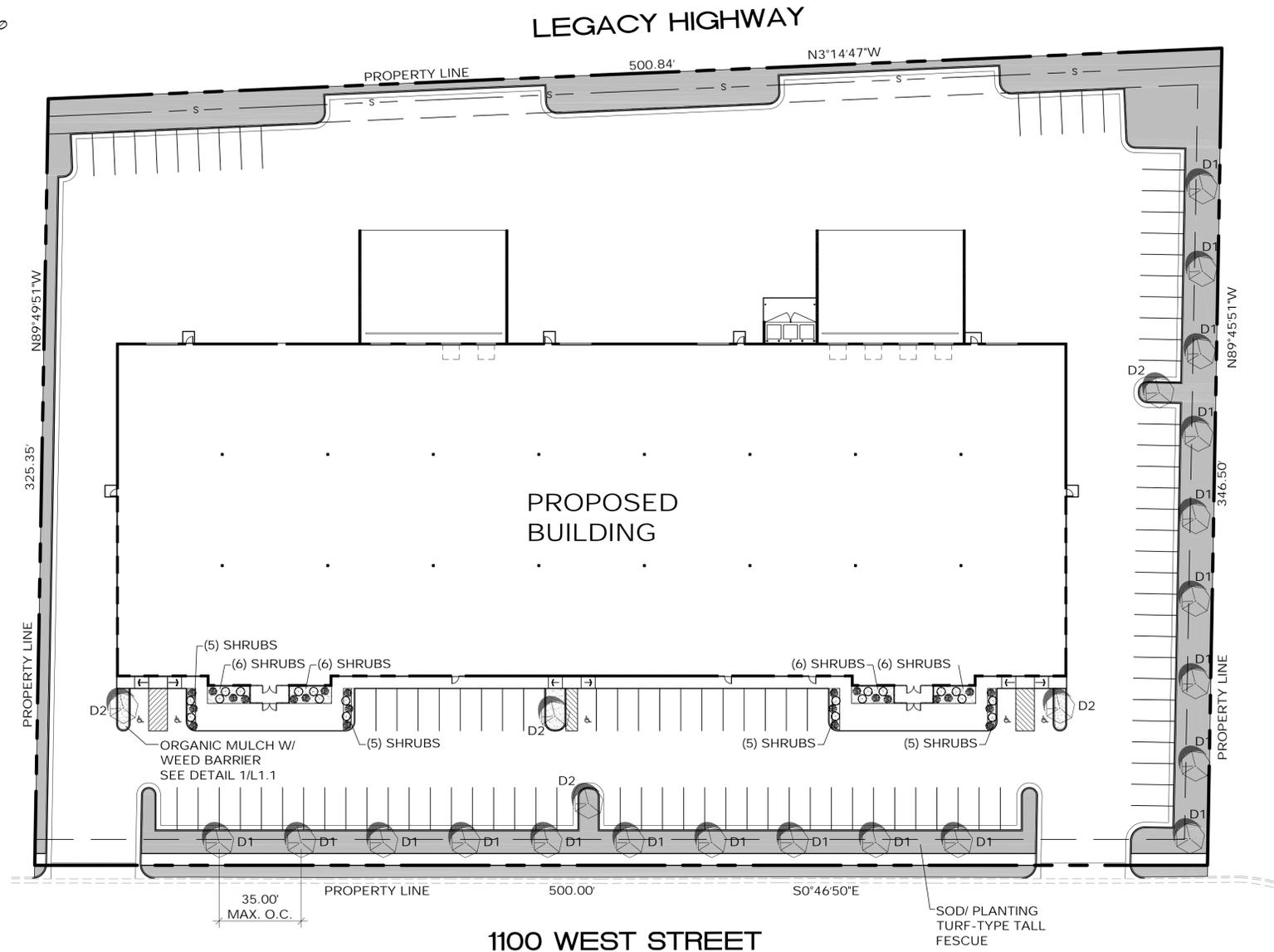
LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES ARE NOT EXCEEDED:

3/4"	12 GPM
1"	20 GPM
1 1/2"	26 GPM

ALL CONDUITS UNDER CONCRETE MUST BE A MINIMUM 4". SEE DETAILS FOR TRENCHING DEPTHS.

WATER CONSERVATION PLAN:

1. PLANNING AND DESIGN--PLANTINGS ARE GROUPED TOGETHER.
2. LOW WATER USING PLANTS--PLANTS SELECTED FOR DROUGHT TOLERANCE
3. SOIL AMENDMENTS--CONTRACTOR TO ADD 5% NUTRI-MULCH IN PLANTER BEDS.
4. USE ORGANIC MULCH-BARK AND/OR SHREDDED PLANT MATERIAL AND COMPOST
5. EFFICIENT IRRIGATION--CONTRACTOR TO CREATE HYDROZONES AND ISOLATE WATER USAGE.
6. MAINTENANCE--LAWN AREAS ARE EASY TO MAINTAIN AND PLANTINGS ARE GROUPED.



DECIDUOUS TREES
- MIN. 2" CALIPER FOR STREET TREES
* MEASURED FROM 4'-0" ABOVE GRADE

PROVIDE LINE ITEM BID FOR LANDSCAPE.

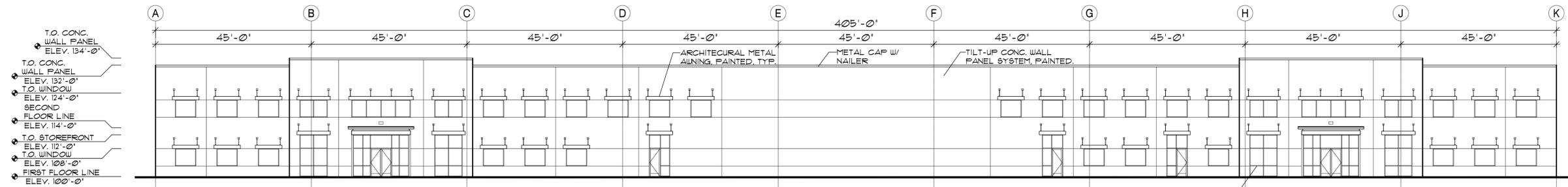
2H:1V MAXIMUM SLOPE IN LANDSCAPED AREAS



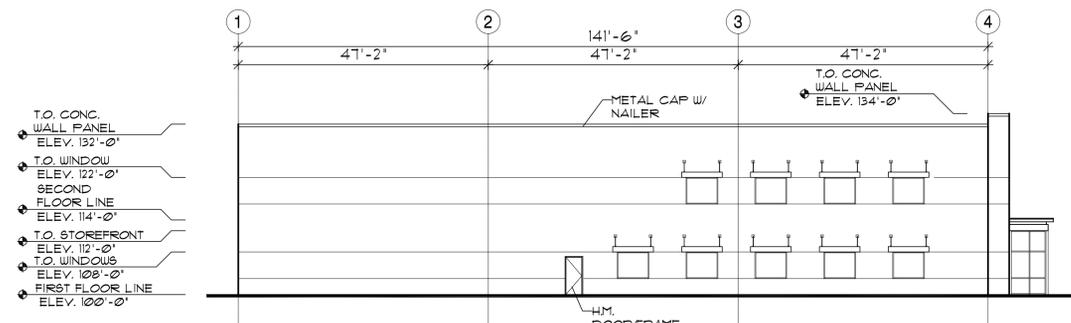
ORGANIC MULCH W/ WEED BARRIER



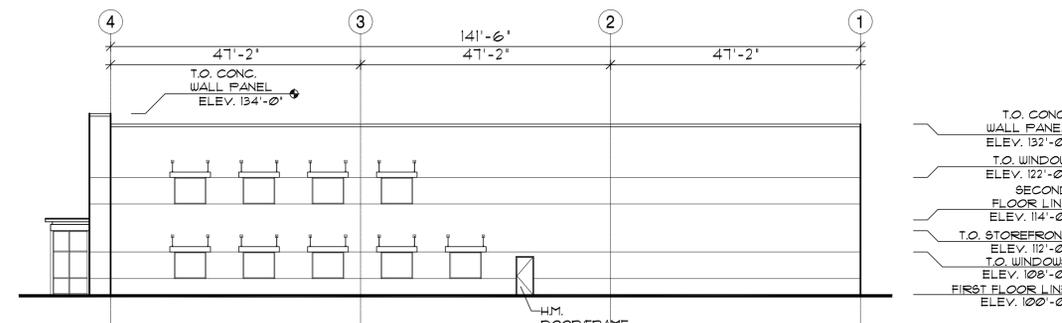
SOD/PLANTING TURF-TYPE TALL FESCUE



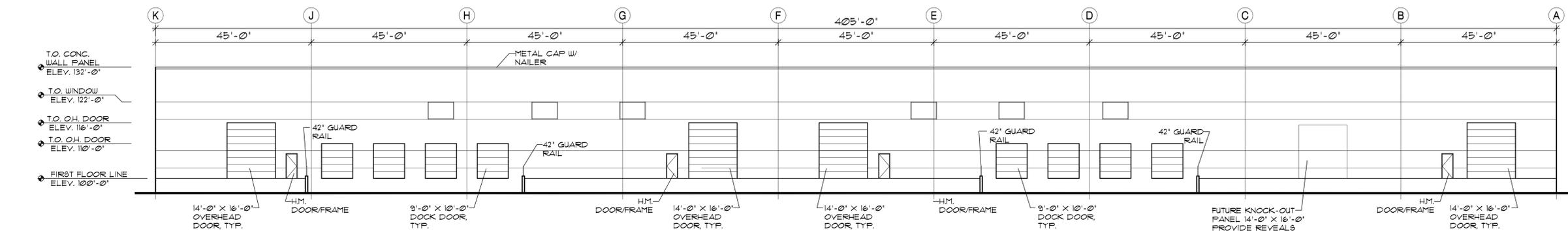
EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION



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: Ken Leetham, Assistant City Manager
From: Ali Avery, City Planner
Date: May 15, 2013
Subject: "S" Designation for wholesale of sewing machines and related equipment

Handi-Quilter
109 North Foxboro Drive
C-G Zoning District

Upon review of the proposed business, I found that the best use categorization for the wholesale of sewing machines and related equipment is "Other Professional Equipment and Supplies Wholesaler". This use is designated as a "Staff Determination" in the C-G zoning district. According to the city's Land Use Ordinance, a staff determination must include written findings as to whether the use is designated as permitted, conditional, or not permitted.

I find that the wholesale of sewing machines and related equipment should be a conditional use in the C-G District for the following reasons:

1. The proposed business location is abutting a residential development (Foxboro) and could potentially have compatibility issues between a light industrial and a residential use, which would be best mitigated by Planning Commission review.
2. The business is an existing use in the City, but is in the M-D zoning district rather than the proposed C-G zoning district, so there may be some business activity occurring at their current location that would need to be reviewed for conformance with the C-G zoning district regulations.

Therefore, I intend to categorize this use as "conditional" in the C-G Zoning District.

ORDINANCE NO. 2013-09

AN ORDINANCE ADOPTING AMENDMENTS TO THE NORTH SALT LAKE CITY GENERAL PLAN AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of North Salt Lake identified a need to update and improve its general plan and to adopt revised goals and policies related to land use, transportation, parks, recreation, trails, opens space, economic development and specific areas of the City such as the town center, US89, Redwood Road, Center Street and others; and

WHEREAS, the City has held numerous public open houses, workshops, committee meetings, Planning Commission and City Council meetings and conducted a Planning Commission public hearing on the proposed amendments on October 23, 2012; and,

WHEREAS, the City Council of North Salt Lake City finds that it is in the public interest that the North Salt Lake City General Plan be amended at this time in order to meet the City's objectives of establishing a new set of goals, policies and strategies for the City's future.

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

1. The General Plan document contained in Exhibit "A" attached hereto is hereby adopted and approved.
2. This ordinance shall take effect immediately upon passage.

Passed and dated this 21st day of May 2013.

City of North Salt Lake

Mayor

Attest:

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

City Recorder



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 21, 2013

SUBJECT: Master development agreement with URH One, LLC.

The attached agreement is the latest draft of the development agreement between the property owners (Kimballs) and the City on the Kimball development. They requested that it be placed on the Council agenda for your consideration.

You'll note that there are no exhibits (I have attached what I consider to be the latest plan) in the agreement. Should you feel inclined to approve the agreement, then the exhibits would need to be prepared and considered also.

DRAFT 5-13-2013

MASTER DEVELOPMENT AGREEMENT AND MASTER DEVELOPMENT PLAN

by and between

North Salt Lake City
a Utah Municipality

and

URH One, LLC

Developers

Adopted _____

Table of Contents

<< Table of Contents will generate here >>

TABLE OF EXHIBITS

Exhibit A	-	Definitions Contained in the Agreement
Exhibit B	-	PAZ Zone Text
Exhibit C	-	Legal Description of the Property
Exhibit D	-	Project Area Map and Future Addition Parcels
Exhibit E	-	Master Development Plan Schedule 1: Conceptual Project Site Plan [Other schedules, maps and exhibits concerning the Master Development Plan identified by the Parties in finalizing Agreement]
Exhibit F	-	Permitted and Conditional Uses in PAZ Zone
Exhibit G	-	Setback, Height, Lot Coverage and Frontage Requirements (?)
Exhibit H	-	Infrastructure, Road and Utility Plan (?)
Exhibit ____	-	[Other Exhibits identified by the Parties in finalizing Agreement]

MASTER DEVELOPMENT AGREEMENT AND MASTER DEVELOPMENT PLAN

The Parties hereto, North Salt Lake City (hereinafter “North Salt Lake City” or “City”), a Utah Municipality, and URH One, LLC a Utah limited liability company (the “Developer”), enter into this Master Development Agreement and Master Development Plan (this “Agreement” or “MDA”) this ____ day of _____, 2012.

RECITALS

A. WHEREAS Developer owns certain real property located within the boundaries of the City, more particularly described in Exhibit A attached hereto (the “Property”). The real estate development project that Developer plans for the Property is referred to herein as the “Project”; and

B. WHEREAS the City has expressed its willingness to rezone the Property from its current zoning to a Planned Area (PAZ) Zone, pursuant to the City Code.

C. WHEREAS the Developer desires to have the Property re-zoned PAZ Zone to enable the unique blend of Mixed-Uses, including without limitation residential, professional, office, commercial, Flex Service Center and retail uses authorized for this Property; and

D. WHEREAS the Parties intend to enter into this Agreement to establish the PAZ Zone and Plan Ordinance, Master Development Plan, and the development standards and regulations governing and regulating the development of the Project on the Property, and to take all steps necessary to finalize the zoning of the Project, and to develop the entire Project according to this Agreement.

E. WHEREAS unless otherwise provided herein, the Project is subject to, and shall conform with this Agreement, the Master Development Plan, the Plan Ordinance, and the PAZ Zone Text to be enacted concurrently herewith and other City Code to the extent not inconsistent with the MDA and MDP. To the extent that development ordinance changes or amendments, and/or conditional use permits, amendments, changes or additions may be necessary to enable development of the Project, the City will adopt, amend, change or enable such ordinances and conditional uses as part of its duties and obligations under this Agreement.

F. WHEREAS the City is authorized to enter into this Agreement and adopt the Master Development Plan attached hereto and to change the zoning of the Property to a PAZ Zone, subject to the terms and provisions of this Agreement and the Master Plan, by Ordinance simultaneously adopted, and ordained with the approval of this Agreement in order to promote orderly development of real property within the City’s boundaries, and provide infrastructure and other benefits in connection with development.

G. WHEREAS the Parties acknowledge that the development of the Property pursuant to this Agreement and the Master Development Plan will result in significant planning and economic benefits to the City and its residents, by among other things, requiring the orderly development of the Property as a master planned development with Mixed-Uses desirable and beneficial to the City and its residents, and increasing sales tax and other revenues to the City based on the improvements to be constructed as part of the Project.

H. WHEREAS Developer and the City have cooperated in the preparation of this Agreement.

I. WHEREAS The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as part of the Project as described in this Agreement, and the rights and responsibilities of the City to allow, approve, and regulate such development pursuant to this Agreement.

J. WHEREAS the City desires to enter into an agreement with the Developer authorizing the rezoning and development of the Project and Property, and in furtherance of the comprehensive planning objectives encouraged by the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION 1: INCORPORATION OF RECITALS AND EXHIBITS

1.1 Incorporation of Recitals

The foregoing Recitals are hereby incorporated into this Agreement.

1.2 Incorporation of Exhibits

The Exhibits attached to this Agreement, including the following Exhibits are hereby incorporated into this Agreement by this reference. Any reference to the term Agreement, MDA or Master Development Plan or Plan Agreement shall also include the incorporated exhibits.

SECTION 2: DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meanings given in the definitions set forth on Exhibit A, attached hereto and incorporated herein by this reference. If a conflict exists between definitions set forth in the body of this Agreement, and the definitions below, the definitions set forth in the body of this Agreement shall prevail. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

SECTION THREE: PROJECT AND PROPERTY DESCRIPTION

3.1 Project Description.

The Master Development Agreement and Master Development Plan provide for the development of the Property and Project as part of a Mixed-Use development containing approximately 75 acres of contiguous land located in North Salt Lake City, as depicted in Exhibit C. More details concerning the Master Development Plan, zoning, permitted uses, density, and related issues is addressed in the following sections of this Agreement.

3.2 Property Description.

The metes and bounds and graphic depiction of the legal description of the Property is attached hereto as Exhibit C. Developer does not yet own or control the Future Project Parcels of the Project area highlighted on Exhibit_____.

SECTION FOUR: ZONING AND PROJECT APPROVALS

4.1 PAZ Zone

The Planning Commission has recommended, after appropriate notice and hearings, that the Zoning map and the zoning ordinance of the City be amended and that the Property be rezoned to a PAZ Zone, consistent with the zoning ordinance text, attached hereto as Exhibit B, and further subject to the terms, conditions, provision, standards and regulations set forth in this Agreement and the Master Development Plan, and Plan Ordinance which enacts this Agreement and the Master Development Plan. The City Council, concurrent with the approval of this Agreement, and the Master Development Plan, and upon the recommendation of the Planning Commission and after public hearing and notice as required by the City Code, approves the PAZ Zone, this Agreement, and the Master Development Plan. The adoption of the PAZ Zone, this Agreement, the Master Development Plan, as the zoning ordinance governing the development of the Property, supplementing the PAZ Zone, has been accomplished by the Plan Ordinance concurrently ordained and approved with the approval of the Agreement and Master Development Plan.

4.2 Master Development Plan Ordinance

In approving this Agreement, the Master Development Plan and the Plan Ordinance, as set forth above, the Planning Commission and City Council have determined that to the extent the zoning and development standards set forth in the Agreement and the Master Development Plan, are not consistent with any other provisions of the City Code, that the terms and provisions, standards, regulations and guidelines of this Agreement, the Master Development Plan and the Master Development Plan Ordinance, shall govern. To the extent the PAZ Zone and the other portions of the City Code are not inconsistent with the Master Development Plan Ordinance, they supplement the development standards and regulations established by this Agreement and the Master Development Plan.

4.3 Approval of the Master Development Agreement and Master Development Plan

The Planning Commission has recommended, after appropriate notice and hearings, that the Master Development Agreement and Master Development Plan, be approved subject to the terms, conditions and requirements of this Agreement. Based on the recommendation of the Planning Commission and after public hearing and notice as required by the City Code, the City Council hereby approves the Master Development Agreement and Master Development Plan. This approval also constitutes conceptual approval for the entire Project, consistent with the Master Development Plan. Based upon the recommendation of the Planning Commission and after public notice as required by the City Code, the City Council approves this Agreement and the Master Development Plan and its attachments and authorizes and directs the Mayor to execute the Agreement for and on behalf of the City. The Master Development Plan is conceptual, and Developer is entitled to change and modify the shape, function and design of individual Phases in the Project, in the Site Plans submitted to the City for each Phase of development as Developer may determine is appropriate, in its sole discretion, based on market conditions and other factors it may choose to consider. The Site Plans for each Phase of the Project shall be subject to the consideration of the City Planning Commission and approval of City Council, as set forth hereafter.

4.4 Permitted and Conditional Uses in the PAZ Zone

4.4.1 Permitted Uses. The Permitted Uses in the PAZ Zone shall include those set forth on Exhibit ____, attached hereto and incorporated herein by this reference.

4.4.2 Conditional Uses. The PAZ Zone will also include the Conditional Uses set forth in Exhibit ____, attached hereto and incorporated herein by this reference.

4.5 Acquisition of Future Project Parcels

The City agrees to use best efforts to assist the Developer in the acquisition of the Future Project Parcels A and B (Ball and Kelley), which are labeled and depicted on Exhibit C, including without limitation through the exercise of the power of eminent domain by the City and/or its Redevelopment Agency to condemn Future Project Parcels A and B, if the Developer is unable to acquire them by voluntary acquisitions for the fair market value determined by an MAI appraiser hired by Developer to value the same. The City agrees that as the Developer acquires each of the Future Project Parcels A, B, C and D, each such parcel shall automatically become part of this Agreement and the Master Development Plan, and the City's Zoning Map shall be changed to show the addition of the Future Project Parcels to the PAZ Zone. The Future Project Parcels A, B, C and D are included in the Master Development Plan as reflected in the site plan depiction attached as Exhibit C, and will be included in the PAZ Zone upon acquisition.

If the Developer makes Subsequent Acquisitions of land adjacent to the Property, the City agrees that this Agreement may be amended, upon written request by the Developer to include such property, along with development rights, in the Project and the PAZ Zone

and permit, subject to the reserved legislative powers of the City. The City agrees that any such requested amendments and entitlements will not be unreasonably delayed or denied. The use and density of the Subsequent Acquisitions shall be determined as part of the amendment of this Agreement and the MDP to include the Subsequent Parcels. But the additional Project density for the Subsequent Acquisitions or Future Development Parcel D is not presently included in the Master Development Plan or this Agreement, and should be determined as part of the amendment process.

SECTION FIVE: DEVELOPMENT DENSITY

5.1 Density Generally

The development densities permitted in the Project shall not be less than the densities set forth in this Agreement and in the Master Development Plan, unless the Developer, in its sole discretion, determines to voluntarily reduce density in the Project. These densities recognized and approved by this Agreement, the Master Development Plan and Plan Ordinance shall include densities for the Mixed-Use Project including without limitation residential, anchor retail, retail pads, professional, office, commercial and Flex Service Center.

5.1.1 Density Flexibility. Developer, at its option, and in its sole discretion, may locate the various types of Mixed-Use development within the Project where Developer determines it is most suitable, and may increase or decrease density, and transfer density between the different types of Mixed-Uses and Maximum Uses in the Project, in any of the Mixed-Use development areas of the Project, so long as the density ultimately developed does not exceed the Maximum Density or the Maximum Residential Density permitted by this Agreement.

5.2 Residential Density

The maximum number of residential units in the Project (the Maximum Residential Density) shall not exceed the amount per acre set forth in Exhibit C. Of that amount, the portion of the Maximum Residential Density which may be allocated for multifamily residential units shall not exceed, 500 units, except as permitted by and subject to the provisions of Section 4.5 and 8.1 hereof. Residential Density may be located in any of the areas of the Project, so long as the Residential Density does not exceed the Maximum Residential Density permitted by this Agreement and the Master Development Plan, and may include, without limitation, all of the Maximum Residential Uses, or any portion thereof. By way of example, but without limitation, the Developer may allocate the entire Multifamily Residential Density, or any portion thereof, between Residential Phases I and II of the Project, as it may determine in its sole discretion. If the Park Parcel and Church Parcel are not acquired as discussed in Section 8.1 hereof, the Maximum Residential Density permitted by this Agreement and the Master Development Plan shall be increased as set forth in section 8.1 hereof.

5.3 Commercial Development Density

The Commercial Density in the Project may include up to 450,000 square feet of commercial development, including without limitation, anchor and in-line commercial development, retail pads, office and Flex Service Center development, as the Developer may determine in its sole discretion.

SECTION SIX: VESTING

6.1 Development Vesting

The City acknowledges and represents that its Existing City Laws, including without limitation its zoning ordinances and City Code permit development of the Property and the Project as set forth in this Agreement and the Master Development Plan, and the attachments hereto, and that it will enact, ordain and amend as may be required or necessary, to permit the nature and extent of development contemplated by this Agreement and the Master Development Plan.

6.2 Vested Density

The Developer shall have the vested right to develop the Project into a Mixed-Use development that, at Developer's option and in its discretion, may include, without limitation, all of the uses identified in this Agreement, with development densities vested in the amounts set forth in this Agreement. It is also vested to receive all necessary development approvals, including without limitation, subdivision approval, site plan approval, preliminary design and final plat approvals, and constructional and permit approvals consistent with these vested use and density rights, pursuant to the terms and provisions of this Agreement, the Master Development Plan, the Plan Ordinance, and to the Existing City Laws, including without limitation the PAZ Zone text, to the extent they are not inconsistent with this Agreement and Master Development Plan. It is the intent of the Parties hereto to vest the Developer with the right to develop the Project with the land uses and densities identified within the Master Development Plan and as otherwise shown and described in this Agreement. Such vested rights shall be effective as of the effective date of this Agreement.

6.3 Entitlement to Develop

Developer shall have the vested right to preliminary design, subdivision, site plan and plat approval to develop the Property in the manner provided in the approved Master Development Plan and this Agreement, subject to compliance with applicable standards and requirements. The City agrees that the Developer has the right to develop the Property, the Project and any and all phases of the Project, in the discretion of the Developer, consistent with this Agreement and the Master Development Plan and Plan Ordinance. Developer is also vested in the existing uses to which the Property, or portions thereof, has already been placed. In the event any City Laws rules, regulations, standards and/or official policies governing the development of the Project, shall be enacted, amended, adopted, modified or otherwise changed so that it becomes less restrictive than the Existing City Laws or this Agreement, or otherwise more beneficial to the Developer, as determined by the Developer in its sole discretion, (the "Less Restrictive Requirements") then the Property and the Project shall be governed by this Agreement and the Existing City Laws as modified by and subject to the Less Restrictive Requirements, at the

election and in the sole discretion of, the Developer. Any subsequent discretionary actions by the City or any conditions, terms, restrictions and requirements for such discretionary actions by the City, shall not prevent development of the Project for the intended uses and to the maximum density or intensity of development allowed in this Agreement.

6.4 Project Vesting

Developer shall also have the vested right to develop the vested density identified above into a Mixed-Use development that is conceptually similar to the Master Development Plan, a copy of which is attached hereto as Exhibit ____, consistent with the vested uses and densities set forth above and the terms and provisions of this Agreement, the Master Development Plan and the Plan Ordinance. From a vesting standpoint, Developer may develop the vested density hereunder in any manner consistent with this Agreement, the Master Development Plan and the Existing City Laws not inconsistent herewith.

6.5 Source of Vesting

The Parties specifically intend and agree that the rights granted to the Developer under this Agreement are contractual, and in addition they also exist under statute, common law and in equity. The Parties specifically intend that this Agreement grants to Developer “vested rights” as that term is used and construed under Utah Code Annotated, §10-9a-509, and the supporting case authority as it exists on the date this Agreement was executed by the Parties.

6.6 Phasing and Timing of Development

The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market and demand, interest rates, competition, and similar factors. Accordingly, the timing, subdivision sequencing, and phasing of development of the Project shall be as determined by the Developer in its sole subjective business judgment and discretion consistent with this Agreement. The City acknowledges that Developer, its successors and assignees, including without limitation those successors and assigns who have purchased parcels of the Property, may submit multiple applications from time-to-time to develop and/or construct portions of the Project in Phases. The City agrees that the Project may be developed in any number of Phases, and in any phasing order, as the Developer, its successors and assigns may determine in their sole discretion, consistent with this Agreement and Master Development Plan and Plan Ordinance.

6.7 Limitations

6.7.1 Compelling, Countervailing Public Interest. The vesting agreed to and recognized hereunder is subject only to an express finding by the Land Use Authority of a compelling, countervailing public interest that would be jeopardized by approving the application. However, the City acknowledges by the execution of this Agreement that no such compelling, countervailing public interest presently exists, and the City is not presently aware of any facts or circumstances that would give rise to a compelling, countervailing public interest.

6.8 **Conceptual Nature of Drawings and Exhibits**

All maps, drawings, plat map drafts, site plans, elevations, and related documents shown to the City, or attached to this agreement, in connection with the negotiation and finalization of this Agreement and Master Development Plan are conceptual only. The Developer retains the right to modify the actual plat application site plans for each plat submitted to the City for approval for each Phase of the Project, so long as the plat for each such Phase of development is consistent with the development requirements set forth in this Agreement, the Master Development Plan, and the PAZ zone and existing laws to the extent not inconsistent therewith.

SECTION SEVEN: MASTER DEVELOPMENT PLAN

7.1 **The Master Development Plan**

The Master Development Plan is attached hereto as Exhibit ____, with its various schedules, is hereby approved by the City and is adopted along with this Agreement as part of the Plan Ordinance, and comprises part of the standards, regulations and guidelines governing the development of the Project and the Property.

7.2 **Completed Development**

At build-out of the Project, Developer shall be entitled to have developed the Maximum Density, for all of the uses, set forth in this Agreement and the Master Development Plan, and to develop the Maximum Uses recognized by this Agreement and its exhibits, including without limitation those uses identified in Exhibits _____ hereof.

7.3 **Use of Density**

Master Developer may use any of the Maximum Density and the Maximum Uses in the development of any Phase, subdivision, or plat so long as the total of all density requested in the various Development Application(s) is no greater than the Maximum Density allowed by this Agreement or the Master Development Plan.

7.4 **Accounting for Density for Parcels Developed by Master Developer**

At the recordation of a final plat permitting residential uses, Master Developer shall provide the City a development report showing any Residential Density used in connection with said final plat and the Residential Density remaining with Master Developer and for the remaining Project.

7.5 **Accounting for Density for Parcels Sold to Sub-Developers**

Any parcel sold by Master Developer to a Sub-Developer for residential development shall include the transfer of a specified portion of the Maximum Residential Density and, for any non-

residential use, shall specify the amount and type of any such other Maximum Density sold with the parcel. At the recordation of a final plat map Developer shall provide the City a development report showing the ownership of the parcel(s) sold, the portion of the Maximum Residential density and/or Maximum Density transferred with the parcel(s), and the amount of the Maximum Residential Density and Maximum Density remaining with Master Developer and the Project.

7.5.1 Return of Unused Density. If any portion of the Maximum Residential Density or Maximum Density transferred to a Sub-Developer are unused by the Sub-Developer at the time the parcels transferred with such density receives approval for a Development Application(s), the unused portion of the transferred Maximum Residential Density or Maximum Density shall automatically revert back to Master Developer and the Project and the Master Developer shall file with the City a development report reflecting that.

7.6 Parcel Sales

The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular parcel of the Property may not be known at the time of the sale of a parcel of the Property. The City acknowledges that Master Developer may seek and obtain approval for the subdivision of a portion of the Property into a parcel without providing such detailed development information.

SECTION EIGHT: PARKS AND OPEN SPACE

8.1 City Park Purchase Option

Developer has no obligation to dedicate parks or additional open space beyond the minimum requirements of the City's Land Use Ordinance to the City as part of the Project. However, City shall have the option (the "Option") to purchase from Developer a ten 10.02 acre parcel of property, plus or minus, , depicted on Exhibit _____ for a City park (the "Ten Acre Park Parcel"), if the Future Project Parcels C and D are acquired, or a 6.7 acre park parcel, (the "6.7 Acre Park Parcel") if the Future Project Parcels C and D are not acquired by Developer. Developer may also sell an additional two and one half (2.5) acres of property for a church site (the "Church Parcel"). . The purchase price the City is required to pay for either the Ten Acre Park Parcel or the 6.7 Acre Park Parcel (collectively the "Park Parcel") shall be six dollars (\$6.00) per square foot. Closing on the purchase of the applicable Park Parcel shall be completed within 30 days after the City formally exercises its Option to purchase the applicable Park Parcel by delivering to Developer written notice of its election to exercise the Option to make that purchase. Notwithstanding the forgoing, this Option must be exercised within one year from the date on which the Developer, its successors or assigns, obtains the initial building permit to commence construction of improvements in Phase I of the Project. Otherwise the Option shall automatically terminate and expire, without the requirement of any further notice or action. In the event the City closes on the purchase of the applicable Park Parcel, within the term of the Option as set forth above, the Maximum Multifamily Residential Density of the Project shall be limited to 500 units of residential density. If the City does not close on the purchase of the applicable Park Parcel pursuant to the terms and provisions hereof, the Multifamily Residential

Density in the Project will not be limited to 500 units, as set forth in Section 5.2. Instead, the Park Parcel shall be permitted additional Multifamily Residential Density in an amount equal to the Multifamily Residential Density per acre set forth in Exhibit C, attached hereto, multiplied by the number of acres and any fractions thereof, in the applicable Park Parcel.

Notwithstanding anything in the foregoing to the contrary, If the Developer does not close on the sale of the Church Parcel pursuant to the terms and provisions hereof, the Multifamily Residential Density in the Project will not be limited to 500 units, as set forth in Section 5.2 hereof. Instead, the Church Parcel shall be permitted additional Multifamily Residential Density in an amount equal to the Multifamily Residential Density per acre set forth in Exhibit C, attached hereto, multiplied by the number of acres and any fractions thereof, in the Church Parcel.

Developer shall be permitted to use the Park Parcels designated in Exhibit ___ (whether the Ten Acre Park Parcel or the 6.7 Acre Park Parcel, on which to construct, maintain and operate a storm water retention and/or detention basin, and related facilities. The City agrees that if it exercises its Option to purchase the Park and Church Parcel, the property acquired will remain subject to and encumbered by the ongoing use of the park portion of that parcel for the storm water retention/detention basin and related facilities, and any such sale to the City shall be subject to a retained easement in favor of Developer for the construction, reconstruction, maintenance, use and operation (at Developer's cost) of such storm water facilities.

8.2 Maintenance of City Open Space and Trail

Upon the sale to the City of the Park and Church Parcel, the City shall be responsible for the ongoing maintenance thereof, and Developer shall not have any further obligation with respect thereto..

8.3 Trail Connections

Developer shall provide two asphalt trail connection points, and more if Developer so elects in its sole discretion, from the Project to the adjacent Legacy Trail. These trail connections may, in the discretion of the Developer, be dedicated to the City as part of the Final Plat Maps in which such trail connections are located. Upon dedication to the City of any such trail connections the City shall be responsible for maintaining said trail connections.

8.4 Tax Benefits

The City acknowledges that Master Developer intends to seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring open space or trail connections to the City. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall

reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

SECTION NINE: INFASTRUCTURE DEDICATIONS AND OTHER BENEFITS

9.1 Generally

Developer shall provide the infrastructure required in the Final Approved Plat for each phase of the Project as each such phase of the Project is developed, subject to the obligation of the City to reimburse or credit the Developer for any System Improvements.

9.2 Transportation and Traffic Mitigation

Developer agrees to provide the following transportation and traffic measures.

9.2.1 Roads The Developer shall design all Project roads in accordance with approved plans and related improvement drawings. The City shall review and approve all plans, drawings, and specifications with respect to the alignment and construction of road improvements in accordance with this Agreement and the Master Development Plan and Plan Ordinance, and the Existing City Laws to the extent not inconsistent therewith.

The City will permit the construction of the portions of Foxboro Drive located within the Project in sections. Developer will only be required to construct that portion of Foxboro Drive required for the phase of development for which it is constructed. The First Phase will only require construction of the portions of the Foxboro Drive reflected in the First Phase Site Plan. In subsequent Phases, only that portion of Foxboro Drive required to service each such phase will be required. The City shall review and approve all plans, drawings, and specifications with respect to the alignment and construction of road and intersection improvements in accordance with this Agreement and the Master Development Plan and Plan Ordinance, and the Existing City Laws to the extent not inconsistent therewith.

9.2.1.1 With respect to roads to be dedicated to the City, the City shall complete such review and approval so as not to delay timely acceptance of the improvements or development of the Project.

9.2.1.2 With respect to roads that will remain private, including without limitation all roads in the apartment development area and all roads in PUD areas, if any, no dedication by Developer, or acceptance by the City, will be required.

9.2.1.3 The City agrees to allow, upon proper application and permit, work on roads, rights of way and utility easements owned

by the City as may be necessary to connect, link, construct, or accommodate utility improvements in the Project area.

9.2.2 Sidewalk, Curb and Gutter. Developer shall be responsible to complete sidewalk, curb and gutter as set forth in the approved Site Plans within the Project area, subject to impact fee credits or reimbursement, if applicable, or reimbursement by separate agreement between the parties.

9.2.3 Traffic Impact Study. The Developer agrees to provide a traffic impact analysis which includes trip generation and traffic circulation projections to determine, at a minimum, the impacts of the Project, if any, on the intersection of Center Street and Redwood Road. Such a study will also include a list of infrastructure improvements needed in order to mitigate the impacts of traffic generated by the Project. This traffic impact analysis will not be required until after development of the first phase of residential development in the Project, or until a site plan application is submitted for the large retail store commercial phase, whichever comes first. The City will reimburse the developer for the cost of the traffic impact analysis as a system improvement cost.

9.3 Utilities

Developer shall be responsible for the provision of all utility infrastructure required within the Project, including the following, but shall be permitted to connect to existing infrastructure in the vicinity of the Project:

- 9.3.1 Water mains;
- 9.3.2 Sewer and sanitary systems;
- 9.3.3 Natural gas;
- 9.3.4 Electricity;
- 9.3.5 Telecommunications; and
- 9.3.6 Pressurized Irrigation lines.

Utility infrastructure shall not be required to be larger than is necessary to service the Project requirements, unless the improvements are required to be oversized by the City to provide System Improvements. In that event, Developer shall be reimbursed for the actual cost of any such oversizing required by the City.

9.4 Easements, Rights-of-Way, Etc.

Developer shall grant, provide, and/or dedicate all such easements, rights of way, rights of entry, or other servitudes as may be reasonably necessary for the installation and maintenance of the referenced utility infrastructure.

9.5 Additional Off-Site Infrastructure Requirements

If utilities to service the Project must be extended to the Property, the Developer is required, at its expense, to extend utilities to the Project. The developer shall be reimbursed for any System Improvement costs in connection therewith.

9.6 Construction Prior to Completion of Infrastructure

Anything in the Zoning Ordinance notwithstanding, Developer may obtain building permits and/or temporary Certificates of Occupancy for model homes, homes shows, sales offices, construction trailers or similar temporary uses prior to the installation of all On-Site Infrastructure or Off-Site Infrastructure required to be eventually completed so long as such installation is secured pursuant to the City's Vested Laws.

9.8 Additional Benefits for the City

Master Development Agreement approval and subsequent Project development approvals and Project construction will facilitate substantial new commercial development and the related sales and property tax increases that may result therefrom upon the completion thereof. Further, development approvals will facilitate development of the Property, which development will transform it from an unsightly area into an attractive mixed-use development, upon the completion thereof. Moreover, it is anticipated that approval of Master Development Agreement and the various Site Plans and Phases of Project development will enable the assemblage of outlier parcels in the PAZ Zone and promote the clearing of the site to accommodate the various phases of development.

9.9 Removal of Dilapidated Structures on Future Project Parcels After Acquisition

Developer is obligated to remove the structures located on the Future Project Parcels A and B occupied by the owners of those Future Project Parcels, within one-hundred and eighty (180) days after the acquisition of each of the Future Project Parcels A and B by the developer has been completed and after the expiration of any leasehold interests in and to Future Project Parcels A and B, or the structures located thereon. The uses for which the aforesaid structures are presently placed are grandfathered uses until the structures are removed as set forth above.

SECTION TEN: CC&R'S AND PLAT APPROVALS

10.1 Covenants, Conditions, and Restrictions

The Developer will submit to the City, a copy of the Covenants, Conditions and Restrictions ("CC&Rs") which are consistent with the requirements of this Agreement and the Master Development Plan, or provisions of the City Code not inconsistent

therewith, if any, and sufficient to preserve the quality of the subdivision. The CC&R's proposed and submitted by the Developer will be approved by the City expeditiously to the extent they are not in violation of Existing City Laws, or federal or state law.

10.2 HOA's

The Project may, but is not required to, include and be governed by one or more Home Owners Associations to be established by the Developer, in its sole discretion.

10.3 Professional Management

The apartment communities in the Project will be governed by rules and regulations developed by the Developer, and will be managed by a professional property manager. Developer agrees to comply with and participate in the City's Good Landlord program as long as it exists.

SECTION ELEVEN: MUNICIPAL SERVICES AND ASSISTANCE

11.1 Provision of Municipal Services

The City shall provide the Property and the Project with typical municipal services including, without limitation, garbage, pressurized irrigation, culinary water, storm drainage, snow removal, sanitary sewer service, police, fire protection, other emergency services, and all other municipal services provided by the City to residents thereof, subject to the payment of all legal user fees and charges of general application charged or levied therefore by the City. Developer agrees to provide and maintain all private roads, if any, within the Project.

11.2 Road Connections

The City will grant, or use its best efforts to obtain from UDOT, reasonable access and road connections to Redwood Road and Center Street adjacent to the Property and the Future Project Parcels, and other City roads at reasonable locations requested by the Developer, consistent with development of the Project, and with this Agreement, the Master Development Plan, and the Plan Ordinance. The City will also use its best efforts to negotiate with UDOT for freeway connections at I-215 and Redwood Road that will best facilitate commercial development in the Project including without limitation a large retail store such as WalMart.

11.3 Acceptance of Roads

The City shall accept dedication of any roads and related infrastructure constructed in the Project requested in the sole discretion of Developer, so long as such roads are constructed in accordance with the road standards set forth in this Agreement and its Exhibits, the Master Development Plan, and the Existing City Laws to the extent they are not inconsistent therewith.

11.4 Use of Eminent Domain

The City and/or its Redevelopment Agency will exercise its eminent domain power, if requested by the Developer, to condemn and transfer to Developer for the cost of the condemnation, the

outlier parcels adjacent to the Property for inclusion in the PAZ Zone and for development consistent with the Agreement, the Master Development Plan and Plan Ordinance. The Developer shall be permitted to select in its sole discretion the legal counsel that will be used in connection with any condemnation action.

11.5 TIFF [TEXT TO BE INSERTED BY CITY]

The City will provide TIFF funding to the Developer, which will be the subject of a separate agreement to be signed concurrently herewith. But the trigger date on the TIFF funding will be within two years of the demolition of the structures referenced in section 9.9 hereof.

11.6 Street Pattern, Parking, Street and Setback Regulations

Street patterns, parking, road standards, road widths, driveway widths, and setback regulations are set forth in the exhibits referenced herein, including without limitation, Exhibits _____ hereof, and other provisions and exhibits to this Agreement and the Master Development Plan.

SECTION TWELVE: DEVELOPMENT, DESIGN AND CONSTRUCTION STANDARDS AND GUIDELINES

12.1 Applicable Design and Construction Standards

The design and construction standards applicable to the Project and the Property are set forth in this Agreement, including without limitation Exhibits _____, the Master Development Plan, and Plan Ordinance, and the PAZ Zone and other provisions of the Existing City Code not inconsistent with this Agreement and Master Development Plan. A description of the Design Standards is found on Exhibit ____.

12.2 Height, Setback, and Lot Coverage Requirements

Height, setback and lot coverage requirements are contained in Exhibit _____.

SECTION THIRTEEN: APPROVAL PROCESS FOR APPLICATIONS; APPLICATION REVIEW AND APPROVAL STANDARDS

13.1 Application Review and Approval Process

All review and approval of applications for and the development of the Project or the Property shall be subject to the terms and provisions of this Agreement, the Master Development Plan, the Plan Ordinance, and the Existing City Laws to the extent not inconsistent with this Agreement and Master Development Plan, unless Less Restrictive Requirements may apply.

The Approval of this Agreement and the Master Development Plan shall constitute Concept Plan Approval for the Project. Development approval for the various Phases of the Project shall be commenced by a Site Plan and/or subdivision application, as needed, and shall be submitted to the Planning Commission for consideration and recommendation and to the City Council for approval, as set forth hereafter. Upon receipt of Site Plan and/or subdivision approval for any Phase of the Project, development of each such phase is permitted upon the issuance of a building permit without further public hearing or meeting, and such approval shall not be unreasonably withheld.

13.2 Design, Construction and Building Site Standards and Regulations

The application approval standards and the design, construction and building site standards and regulations that shall govern the Project are set forth in this Agreement, the Master Development Plan and the Exhibits attached hereto, including without limitation, Exhibit A through G, supplemented by the PAZ Zone and other applicable provisions of the City Code not inconsistent therewith.

13.3 Application and Plan Submissions

The City shall in a timely and reasonably diligent manner, consistent with this Agreement, the Master Development Plan, the Plan Ordinance, and the Existing City Laws to the extent they are not inconsistent therewith: (a) review all Development Application(s), plans, drawings and other submissions required by the Application Review and Approval Standards, submitted in connection with the Project and in a timely manner either approve or reject the same consistent with the provisions of this Agreement, the Master Development Agreement, and the Existing City Laws to the extent not inconsistent therewith, and the statutes of the State of Utah; (b) allow plans and drawings to be submitted and permits issued in phases on a timely basis to facilitate the progress of the design, engineering, construction and occupancy of the Project; and (c) issue permits for construction for various phases prior to final review and final approval of other phase submissions. To the extent permitted under Existing City Laws or the practices of the City thereunder, permits allowing grading and other construction and development for the Project will be issued before final plat approval and recording, if subdivision plat approval is required, at the request of the Developer. Such construction shall be at the Developer's sole risk. Building permits shall be issued by City Staff, without the need or requirement for public hearings or meetings or approval by the Planning Commission or City Council.

13.4 City Denial of a Development Application(s)

If the City denies a Development Application(s) the City shall provide a written determination advising the Developer of the reasons for denial including specifying the reasons the City believes that the Development Application(s) is not consistent with this MDA, the Master Plan Agreement, the Plan Ordinance and/or the City Code.

13.5 Parcel Sales

Master Developer may obtain approval of a subdivision that does not create any individually developable lots without being subject to any requirement in the City's Vested Laws to complete or provide security for any On-Site Infrastructure or Off-Site Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any On-Site Infrastructure or Off-Site Infrastructure in such parcel shall be that of the Developer or a Sub-Developer upon a subsequent re-subdivision of the parcel that creates individually developable lots.

13.6 Allowable Administrative Action:

The City, by approval of this Agreement and the Master Development Plan, and adoption of the Plan Ordinance, as further set forth in this Agreement, authorizes an Administrator to be designated by the City who shall have the following powers and duties with respect to granting Plan Amendments requested by the Developer. The Developer is not required to present matters to the Administrator, but may, in its discretion use the Administrator for Plan Amendments, or may present such request for plan amendment to other bodies in the City authorized to deal with such matters. The Administrator Plan Amendment powers and duties include the following:

13.6.1 Roads and Infrastructure. Modifications of the location and/or sizing of the infrastructure for the Project, as requested by the Developer, that do not materially change the functionality of the infrastructure or materially alter the Master Development Plan.

13.6.2 Design and Construction Standards. Modifications of the design and construction standards requested by the Developer, that do not materially change the Master Development Plan or Site Plan Approvals.

13.6.3 Development Areas for the Various Mixed-Uses Approved by this Agreement and the Master Development Plan. Modifications of the size, boundary and location of the various Mixed-Use areas in the Master Development Plan, as requested by the Developer, that do not materially alter the Master Development Plan or Site Plan Approvals, [subject to the following quantifications].

13.7 Application for Plan Amendments

Applications for Plan Amendments may be filed by the Developer with the Administrator. However, the Developer may, at its election file requests for Plan Amendments or Modification applications, for modification of the Master Development Plan, with the City Council.

13.7.1 Referral by Administrator. If it would be inappropriate for the Administrator to determine a Plan Amendment under this Agreement, the Master Development Plan and the Plan Ordinance, and the City Code provisions not inconsistent therewith, the Administrator may have the amendment be processed as a Modification Application.

13.7.2 Administrator's Review of Plan Amendment. The Administrator shall consider and decide, within a reasonable time and without unreasonable delay, any Plan Amendment submitted to it by the Developer.

13.7.3 Appeal of Administrator's Denial of Plan Amendment. If the Administrator denies any proposed Plan Amendment the Developer may process the proposed Plan Amendment as a Modification Application, or may appeal within 10 days the Administrator's Plan Amendment denial to the City's Hearing Officer.

13.7.4 Applications with the City Council. Plan Amendments or Modification Applications may also be filed by the Developer with the City Council, which will expeditiously consider and grant or deny the requested amendments or modifications consistent with the terms and provisions of this Agreement, the Master Development Plan, and applicable state and local law.

SECTION FOURTEEN: TERM AND DEFAULT

14.1 Term of the Agreement

The Initial Term of this Agreement shall be a period commencing on the date of the execution hereof and expiring fifteen (15) years from the date thereof.

14.2 Notice of Default

If Master Developer or a Sub-Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other party. If the City believes that the default has been committed by a Sub-Developer then the City shall also provide a courtesy copy of the notice to Master Developer.

14.3 Contents of the Notice of Default

The notice of default shall:

14.3.1 Claim of default. Specify the claimed event of default;

14.3.2 Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in default;

14.3.3 Specify Materiality. Identify why the default is claimed to be material; and

14.3.4 Optional Proposed Cure. If the City chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

14.4 Meet and Confer, Mediation

The City and Developer shall meet within fifteen (15) business days of any written notice of a claimed default to resolve the issues specified in the notice, if possible. If a resolution is not reached the parties shall mediate the matter before the commencement of any action to enforce default remedies.

14.5 Public Meeting

Before any remedy may be imposed by the City the party allegedly in default shall be afforded the right to attend a public meeting before the City Council and address the Council regarding the claimed default.

14.6 Extended Cure Period

If any default cannot be reasonably cured within sixty (60) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

SECTION FIFTEEN: MISCELLANEOUS PROVISIONS

15.1 Covenants Running with the Land

The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the Property and all land subject to this Agreement. The burdens and benefits hereof will bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Each successor in interest will succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title.

15.2 Transfer of Property

Developer will have the right to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Property or the Project or any portion thereof, except as specifically set forth below. Developer will also be entitled to collaterally assign all or any portion of its rights under this Agreement to one or more of Developer's lenders, on any terms that Developer and its lender or lenders deem necessary or proper. In the event of an assignment of this Agreement or any interest in this Agreement, the transferee will succeed to all of Developer's rights under this Agreement as to the interest transferred. Developer's selling or conveying individual lots or parcels of land to builders, individuals or other developers will not be deemed to be an "assignment". All references in this Agreement to "assignment" of this Agreement in whole or in part will also be deemed to include collateral assignment of this Agreement, in whole or in part.

15.3 No Agency, Joint Venture or Partnership

The Project is a private development, City and Developer are not agents of each other and this Agreement creates no agency relationship, joint venture, or partnership between City and Developer. It is specifically understood and agreed to by and among the Parties that: (i) the subject development is a private development; (ii) City and Developer hereby renounce the existence of any form of agency relationship, joint venture, or partnership among City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among City and Developer.

15.4 Consent

In the event that this Agreement provides for consent from the City or the Developer, such consent will be deemed to be given 30 days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent will be made in writing, and in no event will consent be unreasonably withheld or delayed.

15.5 Legal Challenges

In the event that any person challenges this Agreement or the Development contemplated herein, upon request by either the City or the Developer, or with notice to the City or Developer and the consent or acquiescence thereof, the party which did not request, consent to, or acquiesce in the challenge, may undertake to defend this Agreement or the Development. In such a case, the party which requested, consented to, or acquiesced in the challenge agrees that it will reimburse all legal fees, including attorneys' fees, expenses, and/or court costs incurred by the other party upon presentation of an itemized list of costs, expenses, and fees.

15.6 Incorporation of Recitals, Introductory Paragraphs, and Exhibits

The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

15.7 Other Miscellaneous Terms

The singular will include the plural; the masculine gender will include the feminine; "shall" and "will" are mandatory; "may" is permissive.

15.8 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

15.9 Construction

This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no presumption or rule that ambiguities will be construed against the drafting Party will apply to the interpretation or enforcement of this Agreement.

15.10 Further Assurances, Documents, and Acts

Each of the Parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.

15.11 Assignment

Developer may assign all of its rights and interests under this agreement, or it may assign its rights and interests with respect to any portion of the Property or the Project that may be transferred or sold. The rights of the City under this Agreement will not be assigned. Developer's assignee(s) will have all of the rights and privileges of the Developer hereunder with respect to any portion of the Property purchased by such assignee, and shall be the Developer, as that term is used in this agreement, with respect to the any portion of the Property purchased.

15.12 Governing Law, and Dispute Resolution, and Attorney's Fees

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

15.13 Notices

Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the Parties at the address set forth below:

If to City to:

North Salt Lake City Recorder

With a copy to:

*David L. Church, Esq.
Blaisdell & Church
5995 South Redwood Road
Salt Lake City, Utah 84123*

If to Developer to:

*Victor Kimball
URH One LLC,
C/O Kimball Investment Company
100 South Main Street, Suite 104
Salt Lake City, Utah 84101*

Salt Lake City, Utah

With a copy to:

*Kevin E. Anderson, Esq.
Anderson Call & Wilkinson, P.C.
136 E. South Temple Street,
Suite 2400
Salt Lake City, Utah 84111*

15.14 Counterparts

This Agreement is executed in four duplicate counterparts, each of which is deemed to be an original. This Agreement consists of _____ (___) pages, including notary acknowledgment forms, and an additional _____ Exhibits, which constitute the entire understanding and agreement of the Parties to this Agreement.

15.15 Estoppel Certificate

Upon ten (10) days prior written request by Master Developer or a Sub-Developer, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Sub-Developer, as the case may be, at that time is not in default of the terms of this Agreement.

15.16 Attorneys Fees

In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

15.17 Entire Agreement

This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

15.18 Headings

The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

15.19 No Third Party Rights/No Joint Venture

This MDA does not create a joint venture relationship, partnership or agency relationship between the City and Master Developer. Further, the Parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third Parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

15.20 Binding Effect

If Master Developer sells or conveys parcels of lands to Sub-Developers or related Parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such parcel and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

15.21 No Waiver

Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

15.22 Severability

If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and effect.

15.23 Force Majeure

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

15.24 Time is of the Essence

Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

15.25 Mutual Drafting

Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

15.26 Applicable Law

This MDA is entered into in the City in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah’s choice of law rules.

15.27 Venue

Any action to enforce this MDA shall be brought only in the Second District Court for the State of Utah, Salt Lake County.

15.28 Recordation and Running with the Land

This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land.

15.29 Authority

The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. _____ adopted by the City Council on _____, 2012. This MDA is approved as to form and is further certified as having been lawfully adopted by the City by the signature of the City Attorney.

IN WITNESS WHEREOF, this Agreement has been executed by North Salt Lake City, and URH One, LLC by persons duly authorized to execute the same and by the City of North Salt Lake, acting by and through its City Council as of the ____ day of____, 2012.

NORTH SALT LAKE CITY

By: _____
Its: Mayor

ATTEST:

By: _____
_____, City Recorder

APPROVED AS TO FORM:

By: _____
David L. Church, City Attorney

URH One, LLC

By its Managing Member, NLS Fifty, LLC

By _____

Its: _____

EXHIBIT A: DEFINITIONS APPLICABLE TO THIS AGREEMENT

1. **“Administrator”** means the person designated by the City pursuant to this Agreement and the Plan Ordinance to receive, review and approve or disapprove Development Application(s) or Plan Amendments as set forth in this Agreement. The Administrator shall be the City Manager, or his designee.
2. **“Agreement”** means this Master Development Agreement, and all of the exhibits attached hereto or referenced herein. The terms “MDA” or “Master Development Agreement” also mean and refer to this Agreement and its attachments.
3. **“Application Review and Approval Standards”** means the standards for reviewing and approving development plans and applications, as set forth in this Agreement and the Master Development Plan and the Plan Ordinance, and the applicable provisions of the City Code not inconsistent therewith.
4. **“City”** means North Salt Lake City, Utah.
5. **“City Code”** means the North Salt Lake City Code, titles 1 through 11, and any additional ordinances that are regarded as part of the City Code that are in effect as of the date of the execution of this Agreement. The City Code is also referred to herein as the Existing City Laws and the City’s Vested Laws.
6. **“City Council”** means the City Council for North Salt Lake City.
7. **“City’s Future Laws”** means the provisions of the City Code that are enacted after the date of the execution of this Agreement, and which are in effect when a Development Application(s) is submitted for a part of the Project and which may or may not be applicable to the Development Application(s) depending upon the provision of this MDA. Generally, except as otherwise expressly provided in this Agreement, the Project is vested under the Existing City Laws, also referred to as the City’s Vested Laws and the City Code, and the City’s Future Laws do not have application.
8. **“City’s Vested Laws”** means the provisions of the City Code that are in effect as of the date of the execution of this Agreement, under which the Project and Property is vested as set forth herein. The City’s Vested Laws are also referred to herein as the Existing City Laws and the City Code.
9. **“Commercial Density”** means the development density permitted in the Project for commercial uses and all such development that is consistent therewith or accessory thereto.
10. **“Concept Plan Approval”** means the initial concept plan approval for the Project pursuant to the approval of the Master Development Plan and this Agreement.
11. **“Construction Cost”** means the costs incurred by Developer in constructing or otherwise installing public improvements in the Project.

12. “Density Transfer” means the ability of the Developer to transfer densities from areas within the Project to other areas within the Project.

13. “Developer” means the Master Developer, who is a party to this Agreement, and any successors and assigns, including successors and assigns to a portion of the Project or Property, or lots or acreage within the Project or Property. If ICO Development, LLC, or any entity owned thereby or affiliated therewith, acquires any portion of the Property, it will become the “Developer” with respect to any of the Property and any portion of the Project, include within its acquisition parcel.

14. “Development Application(s)” means any application or plan submission to the City by the Developer for development approval, including without limitation preliminary design applications, preliminary and final plat applications, subdivision applications, construction plans, building permit applications, grading applications, or any other permit, certificate application or authorization for development of the Project or any portion thereof.

15. “Existing City Laws” means the laws of the City, including without limitation the North Salt Lake City Code, its Land Use Ordinance, and other applicable city ordinances, that exist as of the date of the approval of the Agreement, under which the Developer and the Project are vested pursuant to the Agreement, the Master Development Plan, and the Plan Ordinance.

16. “Final Plat Maps” means the final plat maps for each Phase of the Project that have been approved by the North Salt Lake City Council and that are ready for recordation. The Final Plat Maps include all final staff comments, minutes approving the Final Plat Maps and all related improvement drawings and other agreements that have been reached or entered into by the Developer and the North Salt Lake City Council and its staff.

17. “First Phase” means the initial Site Plan application submitted by Developer for approval of a portion of the high density multifamily, multi-story apartment Mixed-Use development permitted in the Project by this Agreement and the Master Development Plan.

18. “Flex Service Center” means mixed uses permitted for development in the Project, which include, without limitation, professional, office, commercial, retail, mixed-uses, light industrial office/warehouse, light industrial with minor assembly, indoor storage, and related light industrial, but excluding outside assembly or outside storage uses, .

19. “Future City Laws” means laws enacted by the City after the approval of the Agreement, Master Development Plan and Plan Ordinance that are not inconsistent with the terms and provisions thereof.

20. “Future Project Parcels” means the parcels of property highlighted on Exhibit B hereto that are not yet owned or controlled by the Developer, but which will be included in the Agreement, the Master Development Plan and the Project as soon as they are acquired. .The Future Project Parcels include the four parcels designated as Future Project Parcels A, B, C and D on Exhibit C hereto.

- 21. “General Development Plan”** means the initial development plan required by the City Code, which is Exhibit C to this Agreement. General Development Plan is synonymous with the Master Development Plan, as those terms are used in this agreement.
- 22. “Impact Fees”** means those fees, assessments, exactions or payments of money that are defined as impact fees by Utah Statutes and the North Salt Lake City Code and comprehensive fee schedule.
- 23. “Initial Term”** means the period of time that the Agreement is in effect, commencing on the date of the execution of the Agreement and expiring fifteen (15) years from the date thereof.
- 24. “Intended Uses”** means the use of all or portions of the Project for the Mixed-Use(s) permitted by this Agreement.
- 25. “HOA” or “Homeowners Association”** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.
- 26. “Master Developer”** means the entity that entered into this Agreement with the City, and any successors, assigns and transferees.
- 27. “Master Development Agreement”** shall mean this Agreement including all of its exhibits, which are attached hereto or referenced herein.
- 28. “Master Development Plan”** shall mean the General Development Plan required under the City Code. A copy of the Master Development Plan is attached hereto as Exhibit C. In this Agreement, Master Development Plan shall also mean and refer to the General Development Plan under the City Code.
- 29. “Maximum Density”** means all of the density permitted for all of the Mixed-Uses permitted in this Agreement and all of the phases of development recognized by this Agreement, the Master Development Plan and the Plan Ordinance, including without limitation those densities recognized in Sections Four through Six hereof, and in the Master Development Plan, and the attached exhibits.
- 30. “Maximum Residential Density”** means the maximum number of residential units allowed in the Master Development Agreement and identified in the Master Development Plan..
- 31. “Maximum Residential Uses”** means all types of residential uses permitted by this Agreement, the Master Development Plan and the Plan Ordinance, and the City Code, to the extent it is not inconsistent therewith, which includes without limitation high density and medium multi-family attached and single family attached and detached housing of every kind, and further includes without limitation multi-story apartment buildings, condominiums, townhomes, attached single family homes and detached single family homes.
- 32. “Maximum Uses”** means all of the types of Mixed-Uses permitted by this Agreement, the

Master Development Plan and the Plan Ordinance, and the City Code, to the extent it is not inconsistent therewith, and those uses set forth in the exhibits to this Agreement, including without limitation, Exhibits _____ to this Agreement.

33. “MDA” means this Agreement, and all exhibits hereto, also referred to as the Master Development Agreement.

34. “MDP” means the Master Development Plan, attached to this Agreement, also referred to as the General Development Plan.

35. “Mixed-Use” means all of the mixed uses permitted in the Project, including without limitation those recognized or identified in this Agreement and the Master Development Plan, and the exhibits hereto, including without limitation Exhibits C and E, and all uses that are recognized, permitted or conditional in the applicable provisions of the City Code, to the extent not inconsistent with this Agreement and Master Development Plan and Plan Ordinance. These Mixed-Uses include, without limitation, all types of residential uses, office uses, retail uses, commercial uses and Flex Service Center uses.

36. “Modification Application” means an application to modify or amend the Master Development Plan that cannot be resolved administratively hereunder, and instead must be resolved by the City Council of the City.

“Multifamily Residential Density” means the multifamily residential density permitted in the Project pursuant to this Agreement and the Master Development Plan, and Exhibit C hereto, including without limitation the Multifamily Residential Density permitted in Phases I and II of the Project.

37. “Off-Site Infrastructure” means public or private infrastructure necessary for development of the Project, such as roads and utilities that are not on the site of any portion of the Property that is the subject of a Development Application(s).

38. “Office Density” means the development density permitted in the Project for office use and all such development that is consistent therewith or accessory thereto.

39. “On-Site Infrastructure” means public or private infrastructure necessary for development of the Project, such as roads and utilities that are located on the site of any portion of the Property that is the subject of a Development Application(s).

40. “Parties” mean the signatories to this Agreement, and their successors, assigns, and transferees.

41. “Phases” means the various stages or phases of development of the Project that Developer, in its sole discretion may choose to pursue to accomplish the Development.

42. “Planning Commission” means the Planning Commission for North Salt Lake City.

- 43. “Plan Amendment”** means a modification or amendment of the Master Development Plan by the Administrator, as an administrative amendment permitted by this Agreement.
- 44. “Plan Ordinance”** means the ordinance adopting the PAZ Zoning for the Property and adopting this Agreement and the Master Development Plan as part of the zoning ordinance for the Property, and governing the development of the Project.
- 45. “Project”** means the Mixed-Use development to be constructed by Developer on the Property, as further described in this Agreement.
- 46. “Project Improvements”** means those improvements that are legally required to service the Project, without providing any System Benefits.
- 47. “Property”** has the meaning given in Recital “A” the legal description of which is set forth on Exhibit “___” hereto, and which is reflected in the site plan attached hereto as Exhibit ___[C?].
- 48. “PAZ Zone”** means the Planned Area Zone applied to the Property and the Future Project Parcels pursuant to this Agreement, the Master Development Plan and the Plan Ordinance approved by the City Council.
- 50. “Retail Density”** means the development density in the Project that is permitted for retail uses and all such development that is consistent therewith or accessory thereto.
- 51. “Residential Density”** means the residential density permitted for the Property and Project by this Agreement and the Master Development Plan.
- 52. “Residential Uses”** means all residential uses permitted by this Agreement and the Master Development Agreement, including without limitation multi-family residential apartments and/or condominiums, attached single family dwellings and detached single-family dwellings, and all such development that is consistent therewith or accessory thereto, and all other uses permitted within residential zones, as set forth in this Agreement and the Master Development Plan, and the applicable provisions of the City Code not inconsistent therewith.
- 53. “Setback Requirements”** means the setback requirements set forth in this Agreement, including without limitation in Exhibit ___ to this Agreement.
- 54. “Site Plan”** means a plan submitted to the City for approval of individual phases of development in the Project, as set forth in this Agreement and as required by Chapter 20 of the City’s Land Use Ordinance, to the extent not inconsistent with this Agreement.
- 55. “Sub-Developer”** means a person or entity that purchases a portion of the Property for development consistent with the provisions of this Agreement.

56. “Subsequent Acquisitions” means adjacent property subsequently acquired by Developer that is adjacent to the Project. The Subsequent Acquisitions does not include the Future Acquisition Parcels A, B, C and D.

57. “**System Benefits**” means benefits to the City or its inhabitants from infrastructure or related improvements constructed in connection with the Project, required by the City, that exceed the needs of the Project.

58. “**System Improvements**” means infrastructure or related improvements constructed in connection with the Project, required by the City, that exceed the project requirements and provides benefits to the City or its inhabitants.



PHASE 1				ACRES		UNITS		UNIT/ACRE	
APARTMENTS	8.94		250	27.96					
PARKING	TUCK UNDER								
	120 SPACES	SURFACE	380 SPACES		500 SPACES				2.00/UNIT
PHASE 2				ACRES		UNITS		UNIT/ACRE	
APT A	4.91		144	29.32					
APT B	4.58		106	25.14					
TOTAL	9.49		250	26.34					
PARKING	TUCK UNDER								
	66 SPACES	SURFACE	188 SPACES		254 SPACES				
A	53 SPACES		194 SPACES		247 SPACES				
TOTAL	119		382	501					2.00/UNIT
RV PARKING									
	ACRES								
	.86								
PROJECT TOTAL									
	ACRES								
TOTAL	19.29								
	UNITS								
	500								
	UNIT/ACRE								
TOTAL	25.92								
PARKING	TUCK UNDER								
	239 SPACES	SURFACE	762 SPACES		1001 SPACES				2.00/UNIT

SITE ACRES	
ANCHOR	18.19
RETAIL PADS	8.16
OFFICE RETAIL	6.00
APT PHASE 1	8.94
APT PHASE 2.A	4.91
APT PHASE 2.B	4.56
CHURCH	3.75
RV PARKING	.86
PARK	10.05
INTERIOR ROADS	2.24
TOTAL	67.7

SITE PLAN
SCALE: 1" = 100'-0"





State of Utah
Department of Transportation

<p>Cooperative Agreement Local Agency</p>	<p>Project Description: 1100 North Street: Redwood Road to 110 East Local Agency: North Salt Lake City</p>	<p>Estimated value of scope of work \$5,512,000.00</p>
<p>Pin 10013</p>	<p>F-1386(1)0 53538</p>	<p>Date Executed</p>

THIS AGREEMENT, made and entered into the date shown below, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and North Salt Lake City, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

On this project, \$2,512,000 of STP Urban Federal aid has been programmed in 2013 and 2014.

The designated exchange rate for the trade of Federal STP Urban Federal Funds for State Funds is 85%. Eighty Five percent of \$2,512,000 is \$2,135,200.

Subject to the attached provisions, **UDOT** will reimburse the **Local Agency** up to \$2,135,200.00 of state funds for the 1100 North Street: Redwood Road to 110 East project, F-1386(1)0, located in North Salt Lake City. In exchange **UDOT** receives the \$2,512,000 of STP Urban Federal Aid, to program elsewhere.

The 2017 cost estimate for the 1100 North Street: Redwood Road to 110 East Project using Federal Funds was \$5,512,000 prior to this agreement. The Local Agency had committed to this project the balance needed (\$3,000,000) in addition to the Federal Funds (\$2,512,000) to totally fund the project. This commitment of \$3,000,000 in Local Agency funds will remain in place with the newly exchanged \$2,135,200 in State Funds. The \$3,000,000 in Local Agency Funds will cover the cost of the local match of 10% of the State Funds used.

The **Local Agency** will perform the following for the project:

- Complete the environmental work and design for the project.
- Obtain any required environmental permits.
- Provide the initial funding for the project.
- Provide a minimum local match of 10% of the project costs.
- Be responsible for any project costs in excess of the \$2,135,000.00.
- The construction standard will be AASHTO standards or in accordance with state law.
- Required project documentation and performance reporting (certifications) will be detailed as part of the agreement. Onsite inspection at project completion is optional.

The **Local Agency** will be responsible for paying the actual costs based on unit bid prices, and actual quantities placed. It is the intent of **UDOT** that the **Local Agency** be responsible for all aspects of the project and that the **UDOT** does not give any assurances or guarantees regarding the quality of work. The **Local Agency** has the right to make any corrective action and resubmit for inspection, approval, & payment of the original amount. A **UDOT** Project Manager (PM) will be assigned to the project. Charges for **UDOT** PM activities will be minimal and controlled.

Once final signoff has occurred, the **Local Agency** will make periodic payment requests, which will include a summary of expenditures, to **UDOT** Region 1 office for reimbursement of 90% of the project costs. The payment of the originally committed amount or the direct costs of approved activities, whichever is less, will be processed as promptly as is available by the accounting department and a check will be sent to the **Local Agency**.

Total Estimated Reimbursement to the Local Agency is \$2,135,200.00.

Provisions

(Note: the language in these provisions shall not be changed without prior approval from the Utah AG's office)

UDOT has prepared plans, specifications and estimates of costs for the construction of the project identified on page 1, hereinafter referred to as the "Project."

The Local Agency requested to include the betterment work items described on page 1 in the Project contract work.

UDOT is agreeable to include the Local Agency's requested betterment work providing that the Local Agency pay the actual additional costs incurred. The Local Agency agrees that UDOT's Project will not be delayed as a result of adding these betterments and that no betterments will be added to the bid package until this agreement has been signed by both parties.

The Local Agency, at no cost to the Project, shall provide on-call support from Local Agency's Design Engineer to correct or clarify issues during construction and perform the necessary inspection for the Local Agency work installed by the contractor. The Local Agency engineer and/or inspector shall work with and through UDOT's Project Manager and shall give no orders directly to UDOT's Contractor unless authorized in writing to do so. It is agreed that UDOT's Contractor will accomplish the work covered herein on Local Agency's facilities in accordance with the plans and specifications to include changes or additions to said plans and specifications which are approved by the parties hereto. The Local Agency, through its inspection of said work, will provide UDOT's Project Manager with information covering any problems or concerns the Local Agency may have with acceptance of said facilities upon completion of construction.

It is understood that access for maintenance and servicing of the Local Agency property located on State right of way will be by permit issued by UDOT to the Local Agency, and that the Local Agency will obtain said permit and abide by the conditions thereof for policing and other controls in the conformance with Utah Administrative Code R930-6. .

I. Liability:

UDOT and the Local Agency are both governmental entities subject to the Governmental Immunity Act. The Local Agency agrees to indemnify UDOT, its officers, employees, and agents and hold them harmless from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency's negligent acts, errors or omissions in the performance of this project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency's failure to inspect, discover, correct, maintain or otherwise address any defect, dangerous condition or other condition created by or resulting from the Local Agency's negligent acts, errors or omissions in the performance of this project. Nothing in this paragraph is intended to create additional rights to third parties or to waive any of the provisions of the Governmental Immunity Act.

To the extent it may be lawfully do so, the Local Agency further agrees to relieve UDOT from any responsibility or liability that may result from the Local Agency operation or maintenance activities covered herein.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this project or to ensure compliance with acceptable standards.

II. Termination:

This agreement may be terminated as follows:

- a. By mutual agreement of the parties, in writing
- b. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Reasonable allowances will be made for circumstances beyond the control of the parties. Written notice of intent to terminate is required and shall specify the reasons for termination.

- c. By UDOT for the convenience of the State upon written notice to the Local Agency.
- d. Upon satisfactory completion of the provisions of this agreement.

III. Maintenance:

The Local Agency agrees that, upon completion and final inspection of the Project construction, to accept, own and maintain the betterment work covered herein at no cost to **UDOT**.

IV. Payment and Reimbursement to UDOT:

The Local Agency shall be responsible for all actual costs associated with these betterment items.

The Local Agency agrees that if it modifies or cancels this betterment agreement at any time after it has been signed, the Local Agency agrees to pay any cancellation penalties or costs incurred by UDOT as a result of the betterment work scope being modified or cancelled. In the event the Local Agency fails to reimburse UDOT for the costs included in this betterment

agreement, funding for other Local Agency projects or B&C road funds may be withheld until the entire payment is made.

V. Change in Scope and Schedule:

The Local Agency recognizes that if its project scope or schedule changes from the original intent of this agreement, the UDOT Project Manager will be notified prior to changes being made. Any costs incurred by UDOT, as a result of these scope or schedule changes, will be the responsibility of the Local Agency.

In the event there are changes in the scope of the work, extra work, or changes in the planned work covered by this agreement, a modification to this agreement approved in writing by the parties hereto is required prior to the start of work on said changes or additions.

VI. Content Review:

Language content was reviewed and approved by the Utah AG's office on May 21, 2009.

North Salt Lake City				Utah Department of Transportation			
By		Date		By		Date	
Title				Rex Harris / Program Manager			
By		Date		By		Date	
Title				Kris Peterson / Region Director			
By		Date		By		Date	
Title				Comptrollers Office			



CITY OF NORTH SALT LAKE

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North Salt Lake, Utah 84054
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www.nslcity.org

LEONARD K. ARAVE
Mayor

D. BARRY EDWARDS
City Manager

To: Mayor and City Council

From: Barry Edwards, City Manager

Date: May 16, 2013

RE: FY 2014 Salary Proposal

It has been the practice to adjust employee salaries on an annual basis. This year I am recommending a 2% Cost of Living/Market Adjustment, and a 1.9% Merit/Step increase. While this is .4% greater than what was originally proposed, I feel it is justified because the cost of health insurance was projected to rise by 15%, but only increased 3.4 % or 0.78% of salary. The total combined cost of the proposed increase to salary and benefits is \$184,013 or 1.46% of all operating budgets.

The other part of this proposal is to reduce the percentage of steps in the salary chart from 3.8% to 1.9%. The top and bottom steps of the salary chart stay the same but the number of steps will double. This will preserve the range but will reduce the cost of salary steps. It is anticipated that a new salary chart will need to be adopted each year with the number of steps calculated by the step increase percentage approved by the City Council. I have attached last year's salary chart and the proposed salary chart for the next fiscal year. Department heads will have the choice of recommending a full step or no step increase. If an employee's performance does not merit a step increase, the department head will create a corrective action plan. An employee who is denied a second step increase will be subject to termination after appropriate progressive discipline.

This proposal is slightly different than previous years but does compensate our employees who are in longevity at the same time providing incentive to our less tenured employees. Additionally, one issue that I have notice since I have been here is that the work load on executive staff is such that most of this class of employees are losing vacation benefits. The city has a cap on the amount of vacation that can be accrued. The current cap is 240 hours. It would be more productive if that cap were raised for department heads and the city manager to 340 hours, or alternatively, allow department heads to sell back to the city 100 hours per year. As the city manager, it is my opinion that we need to be competitive with our benefits but with the activity in North Salt Lake, productivity suffers when key personnel are gone because they don't want to lose something they have worked hard to earn.

Your thoughtful consideration of these issues would be appreciated.

Barry

ADOPTED (Hourly) PAYSCALE for Fiscal Year 2012~2013

		STEPS										
PAY	MIN	Post Eval										MAX
Grade	0	0.5	1	2	3	4	5	6	7	8	9	10
7	\$ 10.32	\$ 10.52	\$ 10.72	\$ 11.13	\$ 11.56	\$ 12.00	\$ 12.46	\$ 12.94	\$ 13.44	\$ 13.96	\$ 14.49	\$ 15.05
8	10.78	10.99	11.20	11.63	12.08	12.54	13.02	13.53	14.05	14.59	15.15	15.73
9	11.27	11.48	11.70	12.15	12.62	13.11	13.61	14.13	14.68	15.24	15.83	16.44
10	11.77	12.00	12.23	12.70	13.19	13.70	14.22	14.77	15.34	15.93	16.54	17.18
11	12.30	12.54	12.78	13.27	13.78	14.31	14.86	15.43	16.03	16.64	17.28	17.95
12	12.86	13.10	13.36	13.87	14.40	14.96	15.53	16.13	16.75	17.39	18.06	18.76
13	13.44	13.70	13.96	14.50	15.05	15.63	16.23	16.86	17.51	18.18	18.88	19.60
14	14.20	14.48	14.75	15.32	15.91	16.52	17.16	17.82	18.51	19.22	19.96	20.73
15	14.87	15.16	15.45	16.04	16.66	17.30	17.97	18.66	19.38	20.12	20.90	21.70
16	15.62	15.93	16.23	16.86	17.50	18.18	18.88	19.60	20.36	21.14	21.96	22.80
17	16.44	16.76	17.09	17.76	18.45	19.17	19.92	20.69	21.50	22.34	23.21	24.12
18	17.28	17.62	17.97	18.67	19.40	20.16	20.95	21.78	22.63	23.52	24.44	25.40
19	18.18	18.53	18.89	19.63	20.39	21.19	22.02	22.87	23.77	24.69	25.66	26.66
20	19.11	19.49	19.87	20.64	21.45	22.28	23.15	24.05	24.99	25.97	26.98	28.03
21	20.10	20.50	20.90	21.71	22.56	23.44	24.35	25.30	26.29	27.31	28.38	29.48
22	21.14	21.55	21.97	22.83	23.72	24.64	25.60	26.60	27.64	28.72	29.84	31.00
23	22.21	22.65	23.09	23.99	24.93	25.90	26.91	27.96	29.05	30.18	31.36	32.58
24	23.36	23.81	24.28	25.22	26.21	27.23	28.29	29.39	30.54	31.73	32.97	34.25
25	24.62	25.10	25.59	26.58	27.62	28.70	29.82	30.98	32.19	33.44	34.75	36.10
26	26.03	26.55	27.08	28.16	29.29	30.46	31.68	32.94	34.26	35.63	37.06	38.54
27	27.53	28.08	28.65	29.79	30.98	32.22	33.51	34.85	36.25	37.70	39.20	40.77
28	29.15	29.73	30.33	31.54	32.80	34.11	35.48	36.90	38.37	39.91	41.50	43.16
29	30.83	31.45	32.07	33.36	34.69	36.08	37.52	39.02	40.58	42.21	43.90	45.65
30	32.64	33.29	33.96	35.31	36.73	38.20	39.72	41.31	42.97	44.68	46.47	48.33
31	34.66	35.35	36.06	37.50	39.00	40.56	42.19	43.87	45.63	47.45	49.35	51.33
32	36.81	37.55	38.30	39.83	41.42	43.08	44.80	46.59	48.46	50.40	52.41	54.51
33	39.09	39.87	40.67	42.30	43.99	45.75	47.58	49.48	51.46	53.52	55.66	57.89
34	41.52	42.35	43.19	44.92	46.72	48.59	50.53	52.55	54.65	56.84	59.11	61.48
35	44.09	44.97	45.87	47.71	49.61	51.60	53.66	55.81	58.04	60.36	62.78	65.29
36	46.82	47.76	48.72	50.66	52.69	54.80	56.99	59.27	61.64	64.11	66.67	69.34
37	49.73	50.72	51.74	53.81	55.96	58.20	60.52	62.94	65.46	68.08	70.80	73.64

ADOPTED (Annual) PAYSCALE for Fiscal Year 2012~2013

STEPS													
PAY	MIN	Post Eval											MAX
Grade	0	0.5	1	2	3	4	5	6	7	8	9	10	
7	\$ 21,460	\$ 21,873	\$ 22,293	\$ 23,150	\$ 24,041	\$ 24,965	\$ 25,925	\$ 26,922	\$ 27,957	\$ 29,032	\$ 30,148	\$ 31,307	
8	22,426	22,857	23,296	24,192	25,122	26,088	27,091	28,133	29,215	30,338	31,505	32,716	
9	23,435	23,886	24,345	25,281	26,253	27,262	28,310	29,399	30,529	31,703	32,922	34,188	
10	24,490	24,960	25,440	26,418	27,434	28,489	29,584	30,722	31,903	33,130	34,404	35,727	
11	25,592	26,084	26,585	27,607	28,669	29,771	30,916	32,104	33,339	34,621	35,952	37,334	
12	26,743	27,257	27,781	28,850	29,959	31,111	32,307	33,549	34,839	36,179	37,570	39,014	
13	27,952	28,489	29,037	30,154	31,313	32,517	33,767	35,066	36,414	37,814	39,268	40,778	
14	29,543	30,111	30,690	31,871	33,098	34,371	35,694	37,067	38,494	39,975	41,513	43,111	
15	30,931	31,526	32,133	33,369	34,653	35,987	37,372	38,810	40,303	41,854	43,464	45,137	
16	32,499	33,125	33,762	35,061	36,410	37,811	39,266	40,777	42,346	43,976	45,668	47,425	
17	34,201	34,868	35,548	36,935	38,375	39,872	41,427	43,042	44,721	46,465	48,277	50,160	
18	35,948	36,653	37,371	38,836	40,359	41,941	43,585	45,293	47,069	48,914	50,831	52,824	
19	37,807	38,544	39,296	40,828	42,420	44,075	45,794	47,580	49,435	51,363	53,366	55,448	
20	39,756	40,531	41,321	42,933	44,607	46,347	48,154	50,032	51,983	54,011	56,117	58,306	
21	41,816	42,631	43,463	45,158	46,919	48,749	50,650	52,625	54,678	56,810	59,026	61,328	
22	43,967	44,824	45,698	47,480	49,332	51,256	53,255	55,332	57,490	59,732	62,062	64,482	
23	46,206	47,107	48,025	49,898	51,844	53,866	55,967	58,150	60,418	62,774	65,222	67,766	
24	48,580	49,527	50,493	52,462	54,508	56,634	58,843	61,138	63,522	65,999	68,573	71,248	
25	51,201	52,199	53,217	55,292	57,449	59,689	62,017	64,436	66,949	69,560	72,273	75,091	
26	54,135	55,218	56,322	58,575	60,918	63,355	65,889	68,524	71,265	74,116	77,081	80,164	
27	57,270	58,416	59,584	61,967	64,446	67,024	69,705	72,493	75,393	78,409	81,545	84,807	
28	60,630	61,843	63,079	65,603	68,227	70,956	73,794	76,746	79,816	83,008	86,329	89,782	
29	64,125	65,407	66,715	69,384	72,159	75,046	78,047	81,169	84,416	87,793	91,304	94,957	
30	67,886	69,244	70,629	73,454	76,392	79,448	82,626	85,931	89,368	92,943	96,660	100,527	
31	72,095	73,537	75,008	78,008	81,128	84,374	87,749	91,259	94,909	98,705	102,653	106,760	
32	76,565	78,096	79,658	82,845	86,158	89,605	93,189	96,917	100,793	104,825	109,018	113,379	
33	81,312	82,938	84,597	87,981	91,500	95,160	98,967	102,925	107,042	111,324	115,777	120,408	
34	86,353	88,081	89,842	93,436	97,173	101,060	105,103	109,307	113,679	118,226	122,955	127,873	
35	91,707	93,542	95,412	99,229	103,198	107,326	111,619	116,084	120,727	125,556	130,578	135,802	
36	97,393	99,341	101,328	105,381	109,596	113,980	118,539	123,281	128,212	133,341	138,674	144,221	
37	103,432	105,500	107,610	111,915	116,391	121,047	125,889	130,924	136,161	141,608	147,272	153,163	

PROPOSED (Hourly) PAYSCALE for Fiscal Year 2013~2014 (includes "2%" Cost of Living Adjustment)

STEPS

PAY Grade	Base * COLA			STEPS																			
	FY 2012-	FY 2013-	Post Eval																				
	13	14	0	0.5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
7	\$ 10.32	\$ 10.52	\$ 10.62	\$ 10.83	\$ 11.03	\$ 11.24	\$ 11.45	\$ 11.67	\$ 11.89	\$ 12.12	\$ 12.35	\$ 12.58	\$ 12.82	\$ 13.07	\$ 13.32	\$ 13.57	\$ 13.83	\$ 14.09	\$ 14.36	\$ 14.63	\$ 14.91	\$ 15.19	\$ 15.35
8	10.78	11.00	11.10	11.31	11.53	11.75	11.97	12.20	12.43	12.67	12.91	13.15	13.40	13.66	13.91	14.18	14.45	14.72	15.00	15.29	15.58	15.87	16.04
9	11.27	11.49	11.60	11.82	12.05	12.28	12.51	12.75	12.99	13.24	13.49	13.74	14.00	14.27	14.54	14.82	15.10	15.39	15.68	15.98	16.28	16.59	16.77
10	11.77	12.01	12.12	12.35	12.59	12.83	13.07	13.32	13.57	13.83	14.09	14.36	14.63	14.91	15.20	15.48	15.78	16.08	16.38	16.69	17.01	17.34	17.52
11	12.30	12.55	12.67	12.91	13.15	13.40	13.66	13.92	14.18	14.45	14.73	15.01	15.29	15.58	15.88	16.18	16.49	16.80	17.12	17.45	17.78	18.12	18.31
12	12.86	13.11	13.24	13.49	13.75	14.01	14.27	14.55	14.82	15.10	15.39	15.68	15.98	16.28	16.59	16.91	17.23	17.56	17.89	18.23	18.58	18.93	19.13
13	13.44	13.71	13.84	14.10	14.37	14.64	14.92	15.20	15.49	15.79	16.09	16.39	16.70	17.02	17.34	17.67	18.01	18.35	18.70	19.06	19.42	19.79	20.00
14	14.20	14.49	14.62	14.90	15.19	15.47	15.77	16.07	16.37	16.68	17.00	17.32	17.65	17.99	18.33	18.68	19.03	19.40	19.76	20.14	20.52	20.91	21.14
15	14.87	15.17	15.31	15.60	15.90	16.20	16.51	16.82	17.14	17.47	17.80	18.14	18.48	18.83	19.19	19.56	19.93	20.31	20.69	21.09	21.49	21.90	22.13
16	15.62	15.94	16.09	16.39	16.71	17.02	17.35	17.68	18.01	18.35	18.70	19.06	19.42	19.79	20.17	20.55	20.94	21.34	21.74	22.16	22.58	23.01	23.26
17	16.44	16.77	16.93	17.25	17.58	17.91	18.26	18.60	18.96	19.32	19.68	20.06	20.44	20.83	21.22	21.62	22.04	22.45	22.88	23.32	23.76	24.21	24.60
18	17.28	17.63	17.80	18.13	18.48	18.83	19.19	19.55	19.92	20.30	20.69	21.08	21.48	21.89	22.31	22.73	23.16	23.60	24.05	24.51	24.97	25.45	25.90
19	18.18	18.54	18.72	19.07	19.43	19.80	20.18	20.56	20.95	21.35	21.76	22.17	22.59	23.02	23.46	23.90	24.36	24.82	25.29	25.77	26.26	26.76	27.19
20	19.11	19.50	19.68	20.05	20.44	20.82	21.22	21.62	22.03	22.45	22.88	23.31	23.76	24.21	24.67	25.14	25.61	26.10	26.60	27.10	27.62	28.14	28.59
21	20.10	20.51	20.70	21.09	21.49	21.90	22.32	22.74	23.18	23.62	24.06	24.52	24.99	25.46	25.95	26.44	26.94	27.45	27.98	28.51	29.05	29.60	30.07
22	21.14	21.56	21.77	22.18	22.60	23.03	23.47	23.91	24.37	24.83	25.30	25.78	26.27	26.77	27.28	27.80	28.33	28.87	29.41	29.97	30.54	31.12	31.62
23	22.21	22.66	22.87	23.31	23.75	24.20	24.66	25.13	25.61	26.10	26.59	27.10	27.61	28.14	28.67	29.21	29.77	30.34	30.91	31.50	32.10	32.71	33.23
24	23.36	23.82	24.05	24.51	24.97	25.45	25.93	26.42	26.92	27.44	27.96	28.49	29.03	29.58	30.14	30.72	31.30	31.89	32.50	33.12	33.75	34.39	34.94
25	24.62	25.11	25.35	25.83	26.32	26.82	27.33	27.85	28.38	28.92	29.47	30.03	30.60	31.18	31.77	32.37	32.99	33.61	34.25	34.90	35.57	36.24	36.82
26	26.03	26.55	26.80	27.31	27.83	28.36	28.89	29.44	30.00	30.57	31.15	31.75	32.35	32.96	33.59	34.23	34.88	35.54	36.22	36.90	37.61	38.32	39.31
27	27.53	28.08	28.35	28.89	29.44	30.00	30.57	31.15	31.74	32.34	32.96	33.58	34.22	34.87	35.54	36.21	36.90	37.60	38.31	39.04	39.78	40.54	41.59
28	29.15	29.73	30.01	30.58	31.17	31.76	32.36	32.98	33.60	34.24	34.89	35.55	36.23	36.92	37.62	38.33	39.06	39.81	40.56	41.33	42.12	42.92	44.03
29	30.83	31.45	31.74	32.35	32.96	33.59	34.23	34.88	35.54	36.21	36.90	37.60	38.32	39.05	39.79	40.54	41.31	42.10	42.90	43.71	44.55	45.39	46.57
30	32.64	33.29	33.61	34.25	34.90	35.56	36.23	36.92	37.62	38.34	39.07	39.81	40.57	41.34	42.12	42.92	43.74	44.57	45.42	46.28	47.16	48.05	49.30
31	34.66	35.35	35.69	36.37	37.06	37.76	38.48	39.21	39.96	40.72	41.49	42.28	43.08	43.90	44.73	45.58	46.45	47.33	48.23	49.15	50.08	51.03	52.35
32	36.81	37.55	37.90	38.62	39.36	40.10	40.87	41.64	42.43	43.24	44.06	44.90	45.75	46.62	47.51	48.41	49.33	50.27	51.22	52.20	53.19	54.20	55.60
33	39.09	39.87	40.25	41.02	41.80	42.59	43.40	44.23	45.07	45.92	46.79	47.68	48.59	49.51	50.45	51.41	52.39	53.38	54.40	55.43	56.49	57.56	59.05
34	41.52	42.35	42.75	43.56	44.39	45.23	46.09	46.97	47.86	48.77	49.70	50.64	51.60	52.58	53.58	54.60	55.64	56.69	57.77	58.87	59.99	61.13	62.71
35	44.09	44.97	45.40	46.26	47.14	48.04	48.95	49.88	50.83	51.79	52.78	53.78	54.80	55.84	56.90	57.98	59.09	60.21	61.35	62.52	63.71	64.92	66.59
36	46.82	47.76	48.21	49.13	50.06	51.01	51.98	52.97	53.98	55.00	56.05	57.11	58.20	59.30	60.43	61.58	62.75	63.94	65.16	66.39	67.66	68.94	70.72
37	49.73	50.72	51.20	52.18	53.17	54.18	55.21	56.26	57.32	58.41	59.52	60.65	61.81	62.98	64.18	65.40	66.64	67.91	69.20	70.51	71.85	73.22	75.11

PROPOSED (Annual) PAYSCALE for Fiscal Year 2013~2014 (includes "2%" Cost of Living Adjustment)

STEPS

PAY Grade	Base * COLA		Post Eval 0.5																		MAX 20		
	FY 2012- 13	FY 2013- 14		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		17	18
7	\$ 21,460	\$ 21,889	\$22,097	\$22,517	#####	#####	\$ 23,825	\$24,278	#####	\$25,209	#####	#####	#####	#####	#####	#####	\$28,759	#####	\$29,862	\$30,430	#####	#####	\$ 31,933
8	22,426	22,874	23,092	23,530	23,977	24,433	24,897	25,370	25,852	26,344	26,844	27,354	27,874	28,403	28,943	29,493	30,053	30,624	31,206	31,799	32,403	33,019	33,370
9	23,435	23,904	24,131	24,589	25,056	25,533	26,018	26,512	27,016	27,529	28,052	28,585	29,128	29,682	30,246	30,820	31,406	32,003	32,611	33,230	33,862	34,505	34,872
10	24,490	24,979	25,217	25,696	26,184	26,681	27,188	27,705	28,231	28,768	29,314	29,871	30,439	31,017	31,607	32,207	32,819	33,443	34,078	34,726	35,385	36,058	36,441
11	25,592	26,103	26,351	26,852	27,362	27,882	28,412	28,952	29,502	30,062	30,634	31,216	31,809	32,413	33,029	33,656	34,296	34,948	35,612	36,288	36,978	37,680	38,081
12	26,743	27,278	27,537	28,060	28,594	29,137	29,690	30,255	30,829	31,415	32,012	32,620	33,240	33,872	34,515	35,171	35,839	36,520	37,214	37,921	38,642	39,376	39,795
13	27,952	28,511	28,782	29,329	29,886	30,454	31,033	31,622	32,223	32,835	33,459	34,095	34,743	35,403	36,075	36,761	37,459	38,171	38,896	39,635	40,388	41,156	41,593
14	29,543	30,133	30,420	30,998	31,587	32,187	32,798	33,422	34,057	34,704	35,363	36,035	36,720	37,417	38,128	38,853	39,591	40,343	41,109	41,891	42,686	43,498	43,973
15	30,931	31,550	31,849	32,455	33,071	33,700	34,340	34,992	35,657	36,335	37,025	37,729	38,445	39,176	39,920	40,679	41,452	42,239	43,042	43,859	44,693	45,542	46,040
16	32,499	33,149	33,464	34,100	34,748	35,408	36,081	36,766	37,465	38,177	38,902	39,641	40,394	41,162	41,944	42,741	43,553	44,381	45,224	46,083	46,959	47,851	48,374
17	34,201	34,885	35,217	35,886	36,568	37,263	37,971	38,692	39,427	40,176	40,940	41,718	42,510	43,318	44,141	44,980	45,834	46,705	47,592	48,497	49,418	50,357	51,163
18	35,948	36,667	37,016	37,719	38,436	39,166	39,910	40,668	41,441	42,228	43,031	43,848	44,681	45,530	46,395	47,277	48,175	49,090	50,023	50,974	51,942	52,929	53,880
19	37,807	38,563	38,929	39,669	40,423	41,191	41,973	42,771	43,583	44,411	45,255	46,115	46,991	47,884	48,794	49,721	50,666	51,628	52,609	53,609	54,627	55,665	56,557
20	39,756	40,551	40,936	41,714	42,506	43,314	44,137	44,975	45,830	46,701	47,588	48,492	49,414	50,352	51,309	52,284	53,277	54,290	55,321	56,372	57,443	58,535	59,472
21	41,816	42,652	43,057	43,876	44,709	45,559	46,424	47,306	48,205	49,121	50,054	51,005	51,975	52,962	53,968	54,994	56,039	57,103	58,188	59,294	60,420	61,568	62,554
22	43,967	44,846	45,272	46,132	47,009	47,902	48,812	49,740	50,685	51,648	52,629	53,629	54,648	55,686	56,744	57,822	58,921	60,040	61,181	62,344	63,528	64,735	65,772
23	46,206	47,130	47,578	48,482	49,403	50,341	51,298	52,273	53,266	54,278	55,309	56,360	57,431	58,522	59,634	60,767	61,922	63,098	64,297	65,519	66,763	68,032	69,121
24	48,580	49,552	50,022	50,973	51,941	52,928	53,934	54,958	56,003	57,067	58,151	59,256	60,382	61,529	62,698	63,889	65,103	66,340	67,601	68,885	70,194	71,527	72,673
25	51,201	52,225	52,721	53,723	54,743	55,783	56,843	57,923	59,024	60,145	61,288	62,452	63,639	64,848	66,080	67,336	68,615	69,919	71,247	72,601	73,981	75,386	76,593
26	54,135	55,218	55,742	56,801	57,881	58,980	60,101	61,243	62,407	63,592	64,800	66,032	67,286	68,565	69,867	71,195	72,548	73,926	75,331	76,762	78,220	79,707	81,767
27	57,270	58,416	58,971	60,091	61,233	62,396	63,582	64,790	66,021	67,275	68,554	69,856	71,183	72,536	73,914	75,318	76,749	78,208	79,694	81,208	82,751	84,323	86,503
28	60,630	61,843	62,430	63,616	64,825	66,057	67,312	68,591	69,894	71,222	72,575	73,954	75,359	76,791	78,250	79,737	81,252	82,796	84,369	85,972	87,605	89,270	91,577
29	64,125	65,407	66,029	67,283	68,561	69,864	71,192	72,544	73,922	75,327	76,758	78,217	79,703	81,217	82,760	84,333	85,935	87,568	89,232	90,927	92,655	94,415	96,856
30	67,886	69,244	69,902	71,230	72,583	73,962	75,368	76,800	78,259	79,746	81,261	82,805	84,378	85,981	87,615	89,280	90,976	92,705	94,466	96,261	98,090	99,953	102,537
31	72,095	73,537	74,236	75,646	77,083	78,548	80,040	81,561	83,111	84,690	86,299	87,939	89,610	91,312	93,047	94,815	96,617	98,452	100,323	102,229	#####	#####	108,895
32	76,565	78,096	78,838	80,336	81,863	83,418	85,003	86,618	88,264	89,941	91,650	93,391	95,165	96,974	98,816	#####	102,607	#####	106,543	108,567	#####	#####	115,646
33	81,312	82,938	83,726	85,317	86,938	88,590	90,273	91,988	93,736	95,517	97,332	99,181	#####	#####	#####	#####	108,968	#####	113,148	115,298	#####	#####	122,816
34	86,353	88,081	88,917	90,607	92,328	94,083	95,870	97,692	99,548	101,439	#####	#####	#####	#####	#####	#####	115,724	#####	120,164	122,447	#####	#####	130,431
35	91,707	93,542	94,430	96,224	98,053	99,916	101,814	103,748	#####	107,728	#####	#####	#####	#####	#####	#####	122,899	#####	127,614	130,039	#####	#####	138,518
36	97,393	99,341	100,285	102,190	#####	#####	108,126	110,181	#####	114,408	#####	#####	#####	#####	#####	#####	130,519	#####	135,526	138,101	#####	#####	147,106
37	103,432	105,500	106,503	108,526	#####	#####	114,830	117,012	#####	121,501	#####	#####	#####	#####	#####	#####	138,611	#####	143,929	146,663	#####	#####	156,226