



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING NOTICE & AGENDA MARCH 7, 2023

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **March 7, 2023** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm followed by the regular session at 7:00 pm in the Council Chambers. Some members may participate electronically via Zoom. The public may attend in person or via Zoom; however, the electronic meeting option does not allow for participation during public hearings or comment periods. Please see instructions included in this agenda to attend and view the meeting via Zoom.

The following items of business will be discussed; the order of business may be changed as time permits.

WORK SESSION – 6:00 p.m.

1. Discussion and Update on Dog Park Options
2. Discussion on the Implementation of the City's Active Transportation Plan for a Dedicated Bike Lane on Orchard Drive
3. Adjourn

REGULAR SESSION – 7:00 p.m.

4. Introduction by Mayor Brian Horrocks
5. Prayer ~ Pastor Alex Lucero, Abundant Life Church
6. Pledge of Allegiance ~ Councilmember Baskin
7. Citizen Comment
8. Consideration of Bid Award for Street Preservation Project to install Bonded Matrix Overlay to Holbrook Asphalt in the Amount of \$447,638.12
9. Consideration of Ordinance 2023-05 Amending City Code Title 10 Related to Minimum Lot Size for Two-Family Dwellings in the R1-7 and RM-7 Zones
10. Consideration of Resolution 2023-11R: A Resolution Approving an Interlocal Cooperation Agreement with the Utah Department of Transportation for the Center Street Sidewalk Located on the South Side of Center Street Between US-89 and Orchard Drive
11. Consideration of Resolution 2023-12R: A Resolution Approving an Interlocal Cooperation Transportation Project Reimbursement Agreement with Davis County for the 400 West 1100 North Traffic Signal
12. Approval of City Council Minutes of February 21, 2023
13. Action Items
14. Council Reports
15. City Attorney Report

- 16. Mayor’s Report
- 17. City Manager Report
- 18. Adjourn

CLOSED SESSION

- 1. Possible closed session for the purpose of discussing the character professional competence, or physical or mental health of an individual; to discuss pending or reasonably imminent litigation; to discuss the purchase, exchange, sale, or lease of real property; or to discuss the deployment of security personnel, devices, or systems. *Utah Code 52-4-205*

*This meeting has an option to attend electronically via Zoom, with joining information below:
Topic: March 7, 2023 City Council Meeting
Time: March 7, 2023, 06:00 PM Mountain Time (US and Canada)*


Join Zoom Meeting: <https://us02web.zoom.us/j/86149491992>


Webinar ID: 861 4949 1992

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

Notice of Posting:
I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, City’s website, and at City Hall on March 6, 2023.

Dated this 2nd day of March, 2023.


Wendy Page, City Recorder





NORTH SALT LAKE PUBLIC WORKS

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

Brian J. Horrocks
Mayor
Jonathan Rueckert
Public Works Director

TO: Honorable Mayor and City Council
FROM: Jonathan Rueckert, Public Works Director
DATE: March 7, 2023
SUBJECT: Asphalt Preservation

STAFF RECOMMENDATION

Staff recommends awarding Holbrook Asphalt the bid to install Bonded Matrix Overlay asphalt surface treatment for \$447,638.12

BACKGROUND

Asphalt preservation is key to prolonging the PCI or Pavement Condition Index of asphalt roadways. Holbrook Asphalt is a sole provider of the Bonded Matrix Overlay product. This product has been used with great success in our pavement network for preservation. BMO is a two step process consisting of a lightweight aggregate chip course that improves the wearing surface of the pavement. This is followed by a high density mineral bond that seals the pavement surface making it less prone to penetration from water and oxidative stress damage from UV light.

Roads that have been selected for treatment are:

Main St—Center to 350 N

Center St—Hwy 89 to Valley View Dr

Eagleridge Dr—Vista View to South Eaglewood Loop

Eaglewood Loop—Eagleridge Dr to Eagleridge Dr

Rockwood Dr—Eaglewood Loop to Tanglewood Loop

Tanglewood Loop—Rockwood to Cove 13

50 North—Valley View Dr to 633 East

See roadways highlighted in yellow on the attached map.

Budget for this project will come from allocations of C Road Funds collected from the State. The GL for this project is 44-3505-51301.

POSSIBLE MOTION

I move the City Council approve the bid award for Bonded Matrix Overlay for \$447,638.12 to Holbrook Asphalt.

Bonded Matrix Project Map





CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council
FROM: Sherrie Pace, Community Development Director
DATE: March 7, 2023
SUBJECT: Consideration of Ordinance 2023-05, amending City Code Title 10, Chapter 10 related to the minimum lot size for the two-family dwellings in the R1-7 & RM-7 zones

RECOMMENDATION

The Planning Commission recommends to the City Council the approval of the proposed code amendment with the following findings:

1. The proposed amendment is in accord with the comprehensive general plan, goals, and policies of the City.
2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.
3. The proposed ordinance will provide an equitable opportunity for the creation of additional affordable housing in the R1-7 and RM-7 zones in accordance with the City's Moderate Income Housing Plan.

BACKGROUND

The City recently finalized the annexation of the Val Verda Area, which became effective on January 1, 2023. The area was previously zoned under the jurisdiction of Davis County. During the public hearings on the rezoning for the Val Verda area, the Planning Commission discussed the lot size requirements for one and two family dwellings in the R1-7 and RM-7 zones and requested that staff prepare an amendment to amend the code to be similar to the County ordinance. The Planning Commission held a public hearing on the proposed amendment on February 28, 2023. Two residents spoke in favor of the proposed change at the hearing.

REVIEW

R1-7 & RM-7 Zone Text Amendment:

The proposed amendment to the City code affects Chapter 10, Residential and Multiple Residential Districts. The previous County zoning required a minimum lot size of 9,000 sq. ft. for both single family and two family dwellings. The current City code requires a minimum lot size of 7,000 sq. ft. for a single family dwelling and an additional 3,000 sq. ft. for a two-family dwelling, but does not have that same requirement for Accessory Dwelling Units, which are essentially the same with two-family dwelling on the same 7,000 sq. ft. The only difference is that with an ADU, one unit is owner occupied. The proposed amendment would make those regulations equitable, specifically that a two-family dwelling be allowed on a 7,000 sq. ft. lot without the requirement for the additional sq. ft. Furthermore, this amendment provides additional opportunities in these two zones another avenue for affordable housing in North Salt Lake.

POSSIBLE MOTION

I move that the City Council approve Ordinance 2023-05, amending City Code Title 10, Chapter 10 related to the minimum lot size for the two-family dwellings in the R1-7 & RM-7 zones with the following findings:

1. The proposed amendment is in accord with the comprehensive general plan, goals, and policies of the City.
2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.
3. The proposed ordinance will provide an equitable opportunity for the creation of additional affordable housing in the R1-7 and RM-7 zones in accordance with the City's Moderate Income Housing Plan.

Attachments

- 1) ORD2023-05
- 2) Exhibit A-Proposed Amendment

ORDINANCE NO. 2023-05

AN ORDINANCE AMENDING TITLE 10, CHAPTER 10, SECTION 3, USE REGULATIONS FOR THE R1-7 & RM-7 ZONES

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

WHEREAS, the Planning Commission of North Salt Lake has requested to amend the code related the minimum lot size for two-family dwellings in the R1-7 & RM-7 zones; and

WHEREAS, the Planning Commission of North Salt Lake held a public hearing on February 28, 2023 on the proposed code amendment; and

WHEREAS, the City Council of North Salt Lake finds it necessary to amend the City Code to address concerns related to equitable regulations for two-family dwellings and single family dwellings with accessory dwelling units; and

WHEREAS, the City Council of North Salt Lake finds the proposed amendment is in accord with the comprehensive general plan, goals and policies of the City; and

WHEREAS, the City Council of North Salt Lake finds the proposed amendment is in accord with the City’s Moderate Income Housing Plan; and

WHEREAS, the City Council of North Salt Lake finds that changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes stated in this title; and

WHEREAS, the City Council finds that it is in the public interest that the North Salt Lake City Code, Title 10, Chapter 10, Section 3 be amended at this time.

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

Section 1. Code Amendment. Pursuant to Utah Code 10-9a-502, Title 10, Chapter 10, Section 3 – Use Regulations for the R1-7 & RM-7 zones of the City Code is hereby amended as shown in the attached Exhibit “A”.

Section 2. Effective Date. This Ordinance hereby adopted is effective March 7, 2023.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah on this 7th day of March, 2023.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS

Mayor

ATTEST:

WENDY PAGE

City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin _____

Council Member Gordon _____

Council Member Knowlton _____

Council Member Porter _____

Council Member Van Langeveld _____

Certificate of Posting Ordinance:

I, the duly appointed recorder for the City of North Salt Lake, hereby certify that the foregoing Ordinance No. 2023-05 was passed by the governing body on the date shown above, and that copies were posted as required by Utah Code 10-3-713 within the municipality.

Recorded this _____ day of _____, 2023.

Wendy Page, City Recorder

[Seal]

EXHIBIT A

CHAPTER 10, RESIDENTIAL AND MULTIPLE RESIDENTIAL DISTRICTS

10-10-3: USE REGULATIONS:

	Zone				
	R1-12	R1-10	R1-7	RM-7	RM-20
Area Regulations (in square feet)					
Single-family dwelling lot.	12,000	10,000	7,000	7,000	7,000
Two-family dwelling lot.	-	-	407,000	407,000	10,000
Three-family dwelling lot.	-	-	-	-	13,000
Four-family dwelling-lot.	-	-	-	-	15,000
Single family, attached developments density: PUDs, multi-family buildings, or multiple building development on a single lot, under a common development plan (net acreage).			8 d.u./ net ac. *single and two family only	8 d.u./ net ac.	20 d.u./ net ac.
Minimum lot area in square feet for all main uses or buildings other than dwelling.	-	-	5,000	3,500	3,500



CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: March 7, 2023

SUBJECT: Consideration of Resolution 2023-11R: A Resolution Approving an Interlocal Cooperation Agreement with the Utah Department of Transportation for the Center Street Sidewalk Located on the South Side of Center Street Between US-89 and Orchard Drive.

RECOMMENDATION

I recommend approval of Resolution 2023-11R: A Resolution Approving an Interlocal Cooperation Agreement with the Utah Department of Transportation for the Center Street Sidewalk Located on the South Side of Center Street Between US-89 and Orchard Drive.

BACKGROUND

The subject of the attached agreement is the funding of the Center Street Sidewalk between US-89 and Orchard Drive. This project which will provide a new sidewalk on the south side of Center Street in this location (see attached project map). City staff applied for grant funds through the State Active Transportation Program and was awarded a 60/40 grant for this project.

The estimated cost of the project is \$576,000 as shown in the attached materials. The City's portion of the project is estimated to be \$253,620 and will be funded through our Transportation Impact Fees.

PROPOSED MOTION

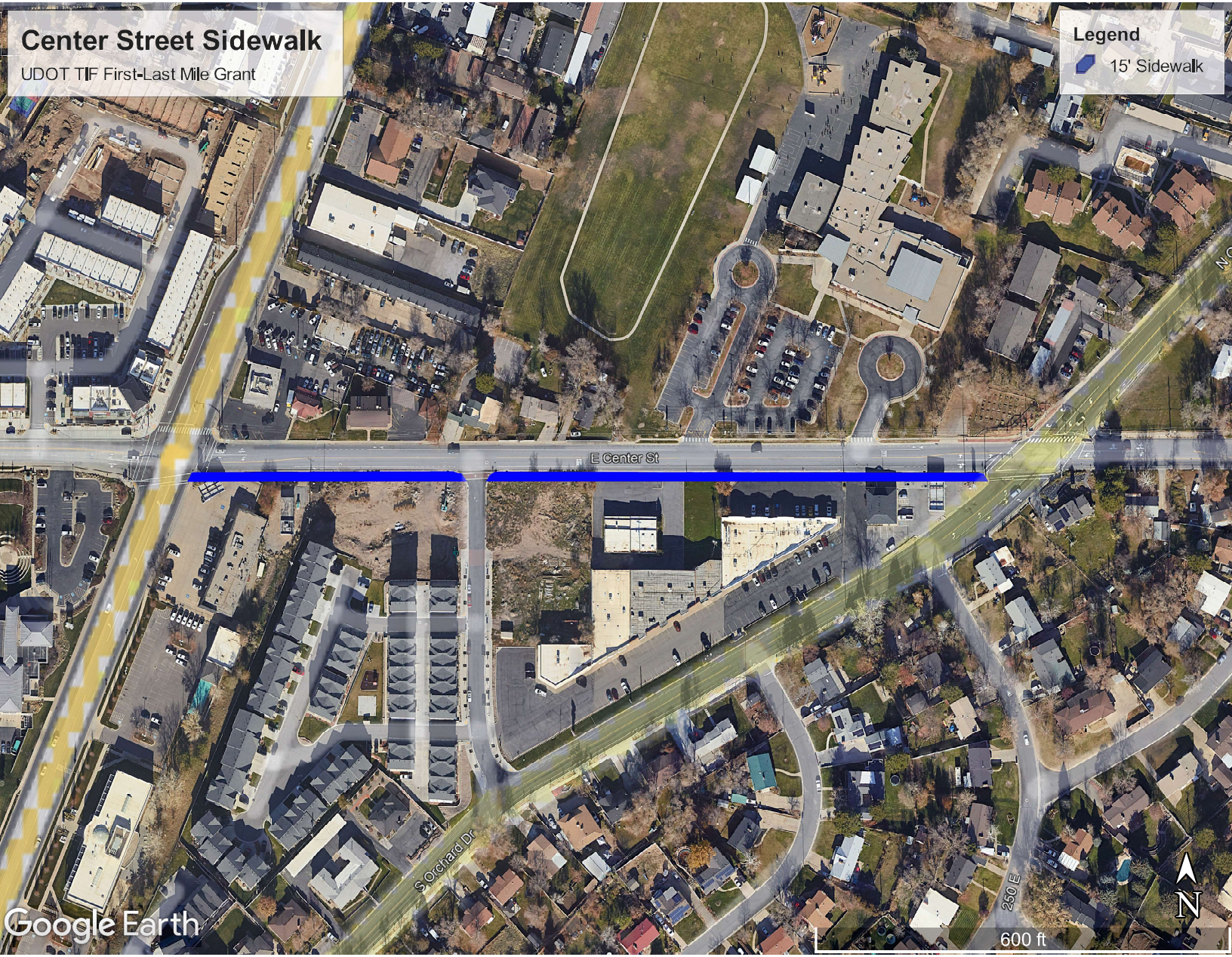
I move that the City Council adopt Resolution 2023-11R: A Resolution Approving an Interlocal Cooperation Agreement with the Utah Department of Transportation for the Center Street Sidewalk Located on the South Side of Center Street Between US-89 and Orchard Drive.

Center Street Sidewalk

UDOT TIF First-Last Mile Grant

Legend

15' Sidewalk



Google Earth

600 ft

RESOLUTION NO. 2023-11R

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE CENTER STREET SIDEWALK; US-89 TO ORCHARD DRIVE NSL PROJECT LOCATED ON THE SOUTH SIDE OF CENTER STREET BETWEEN US-89 AND ORCHARD DRIVE

WHEREAS, the City of North Salt Lake adopted a Town Center Master Plan and an Active Transportation Plan that contain projects throughout the City which provide sidewalks and trails in order to connect pedestrians to several key destinations; and

WHEREAS, based upon the City's General Plan and Town Center Master Plan, the City of North Salt Lake has identified a specific need to install and improve sidewalk on Center Street between US-89 and Orchard Drive; and

WHEREAS, the City of North Salt Lake successfully obtained certain grant funds using the State Active Transportation Improvement Program and now contemplates entering into an agreement with the Utah Department of Transportation (UDOT) to utilize grant funds for the project; and

WHEREAS, the Governing Body of the City of North Salt Lake finds that entering into this funding agreement serves the health, safety and general welfare of its citizens.

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

Section 1. The City of North Salt Lake approves the attached agreement with UDOT for the purpose of funding the construction of the Center Street Sidewalk; US-89 to Orchard Drive NSL Project as described in the agreement.

Section 2. Effective Date. This resolution shall become effective immediately.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 7th day of March, 2023.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS
Mayor

ATTEST:

WENDY PAGE
City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin	_____
Council Member Gordon	_____
Council Member Knowlton	_____
Council Member Porter	_____
Council Member Van Langeveld	_____

Center Street Sidewalk; US-89 to Orchard Drive NSL
 Pedestrian / Bike Facility
 FINET No. 74393; PIN 20549
 Project No. S-1392(2)2
City of North Salt Lake

State Aid Agreement for Local Agency Project

This Agreement is entered into this _____ day of _____, 20____, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **UDOT** and **CITY OF NORTH SALT LAKE** hereinafter referred to as the **Local Agency**, a political subdivision of the State of Utah.

The **Local Agency** has applied for an **Active Transportation Project Grant** through the **State Active Transportation Program** and will receive project funds from that Program as outlined below.

The Approved project is the **Center Street Sidewalk; US-89 to Orchard Drive NSL**, located along Center Street between US-89 and Orchard Drive, Utah and identified as Project Number **S-1392(2)2**;

UDOT has the responsibility to oversee the State Active Transportation projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications; and

This Agreement describes the respective roles and requirements of **UDOT** and the **Local Agency** and is made to set out the terms and conditions where under said financing shall be made.

State Wide Transportation Improvement Program STIP

Fund*	Prior	2022	2023	2024	2025	Total	State Aid	Other	Pct
LOCAL_MATCH	\$0	\$253,620	\$0	\$0	\$0	\$253,620	\$0	\$253,620	40.00%
ST_TIF_ACT	\$0	\$322,380	\$0	\$0	\$0	\$322,380	\$322,380	\$0	60.00%
Total:	\$0	\$576,000	\$0	\$0	\$0	\$576,000	\$322,380	\$253,620	100.00%

AGREEMENT

Now, therefore, the parties agree as follows:

I. Description of the Project.

The **City of North Salt Lake** and the **Utah Department of Transportation** are constructing sidewalk along Center Street between US-89 and Orchard Drive in North Salt Lake.

II. UDOT's Roles and Responsibilities on a State Funded Local Government Project as follows:

- A. Oversee compliance with state regulations.
- B. Ensure transportation project oversight.
- C. Assign a **UDOT** Project Manager to:
 1. Prepare and process the state aid agreement before project initiation.
 2. Coordinate to ensure ongoing communication with the local project sponsor.
 3. Review payment requests from the **Local Agency**. Upon review the payment requests, the PM will forward any approved payment requests to the **UDOT** Comptroller's Office
 4. Coordinate the **UDOT** project closeout process.
 5. **UDOT** will charge the **Local Agency's** project for the PM's time, including administrative charges. This includes costs for auditing consultant contracts and pay requests. **UDOT** charges to this project will be minimal and controlled. Such charges will be deducted from the **\$322,380**.

III. Local Agency Roles and Responsibilities on a State Funded Local Government Project.

- A. The **Local Agency** shall manage the Project in compliance with state laws and regulations. The **Local Agency** shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.
- B. Research, understand and take responsibility for state requirements by its acceptance of state funds.
- C. Coordinate with the **UDOT** Project Manager concerning the funding.
- D. Manage the day-to-day activities of the Project as follows:
 1. Consultant and professional services used on the Project.
 2. Construct the project in accordance with AASHTO standards or in accordance with state law.
 3. Project scope, schedule, budget, and quality.

4. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
 5. Coordination with the assigned **UDOT** Project Manager.
 6. Monitor Project schedule and progress of all project tasks to ensure a timely delivery of the Project.
 7. Method of contracting shall meet appropriate Utah statutory requirements and procedures.
- E. The **Local Agency** shall comply with all applicable federal and state laws, regulations, and applicable executive orders in regards to the Project.
 - F. The **Local Agency** is administering this project and is responsible for all aspects of the project, including but not limited to: environmental requirements, permit requirements, right of way acquisition, utility reimbursement, and construction contract administration.
 - G. The **Local Agency** is responsible for any claim arising out of or related to any contract entered into by the **Local Agency** for work to be performed by contractor on this project. **UDOT** expressly rejects any liability for the project and any claims arising from the project.

IV. Local Reimbursement Invoicing Procedure.

- A. All funding from **UDOT** under this agreement operates on a reimbursement basis with **Local Agency**.
- B. The **Local Agency** agrees that if all or part of this agreement or the Project terminates prior to completion of the Project the **Local Agency** shall reimburse **UDOT** for funds already expended.
- C. The **Local Agency** shall review and/or approve all contractor invoices for materials, equipment and labor prior to requesting reimbursement from **UDOT** for work performed on project.
- D. The **Local Agency** shall ensure the accuracy of any invoice in both amount and relation to the project progress.
- E. **Local Agency** will submit project payment requests within 45 days of work completion.
- F. The payment request must include a summary of incurred project expenditures, to **UDOT** for reimbursement at **60.00%** of the incurred project costs up to **\$322,380**. Any costs in excess of **\$322,380** will be the responsibility of the **Local Agency**.
- G. The **Local Agency** will document and deduct **40.00%** participation on submitted payment requests.
- H. The **Local Agency** shall also submit attached copies of all paid invoices associated reimbursement request.
- I. **Local Agency's** payment requests for services performed on or before the last day of the Utah fiscal year (June 30) must be submitted no later than 30 calendar days.
- J. **Local Agency** will mark the final payment request for project closure.

- K. The **Local Agency** will send payment requests to **UDOT's** Project Manager, Corey Nelson, 166 West Southwell Street, Ogden, UT 84404, (385) 251-4134, coreynelson@utah.gov

V. Agreement Timeline.

- A. This agreement shall be in effect from the last day executed by the parties and shall expire one year after the Project Completion Date.

VI. Unexpended Exchange Money After Project Completion.

- A. Upon project completion, any unexpended exchange balance for this project will remain with **UDOT**.

VII. Indemnity clause

- A. **UDOT** and **Local Agency** are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waiver any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
- B. To the full extent it may lawfully do so, the **Local Agency** releases **UDOT** from any responsibility or liability that may relate to or arise from the **Local Agency's** performance or nonperformance of this Agreement, and the **Local Agency** waives any and all claims, damages, liabilities, and obligations of any kind or character that may arise against **UDOT** and its employees and agents in connection with this Agreement and any performance or nonperformance related to this Agreement.

VIII. Availability of Records.

- A. For a period not less than three (3) years from the date of final voucher, the **Local Agency** accounting records pertaining to the State aid project are to be kept available for inspection and audit by the state, or furnished upon request.

IX. Change in Scope and Schedule

- A. **Local Agency** recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the **UDOT**. Such a review may result in approval of the scope change, removal from the program, or adjustment in the state aid funds programmed for the Project.

- B. **Local Agency** is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for the next available funding.

X. Termination

- A. This agreement may be terminated as follows:
 - 1. By mutual agreement of the parties, in writing.
 - 2. By either **UDOT** or the **Local Agency** for failure of the other party to fulfill their obligations as set forth in or reasonably contemplated by the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if **UDOT** believes that the **Local Agency** is violating the Agreement in a way that may result in harm to the public or an inappropriate use of the Active Transportation Funds, **UDOT** may terminate the Agreement without giving the thirty day advance notice.
 - 3. By **UDOT** for the convenience of the state upon written notice to the **Local Agency**.
 - 4. By **UDOT**, in the event that construction of the Project is not completed by the close of the third year from the date this agreement is executed.

XI. Miscellaneous

- A. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement and maintain compliance with applicable laws at the reasonable request of the other party.
- B. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by an authorized representative of each of the parties.
- C. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
- D. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights. This Agreement shall not be assigned without the prior written consent of all parties, and any purported assignment without consent is void.

- E. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties.
- F. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.
- G. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- H. This Agreement may be executed in counter parts by the parties.
- I. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

ATTEST:

CITY OF NORTH SALT LAKE, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

Date: _____

UDOT COMPTROLLER'S OFFICE

By: _____
CONTRACT ADMINISTRATOR

Date: _____



CITY OF NORTH SALT LAKE

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

Brian J. Horrocks
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: March 7, 2023

SUBJECT: Consideration of Resolution No. 2023-12R: A Resolution Approving an Interlocal Cooperation Transportation Project Reimbursement Agreement Between Davis County and the City of North Salt Lake.

RECOMMENDATION

I recommend approval of Resolution No. 2023-12R: A Resolution Approving an Interlocal Cooperation Transportation Project Reimbursement Agreement Between Davis County and the City of North Salt Lake subject to approval of a participation agreement between the City of North Salt Lake and Woods Cross City.

BACKGROUND

The subject of the attached agreement is the funding of the proposed semaphore (intersection light) at the 400 West/1100 North interchange. The Council may remember this request began from a Woods Cross Planning Commission member who raised a concern about the lack of signalization at this location. At the Council's direction, City staff worked with Woods Cross and Davis County to put together a funding application for the 3rd quarter cent transportation sales tax (Davis County transportation funds). That application was approved last fall and we now have a proposed agreement with Davis County for use of County and local city funds to build the project. North Salt Lake is the lead city on this application, though it is anticipated that the two cities will share equally in the local match portion of the project.

The estimated cost of the project as shown in the attached materials is approximately \$343,000. The City requested that Davis County pay approximately \$243,000 with the two cities making up the remaining \$100,000 in a 50/50 split. The amount approved by Davis County represents an approximate 80/20 match with the caveat that the County did not agree to fund the contingency identified in the application of approximately \$44,000. It should also be noted that the County will not reimburse either of the cities for any amounts above \$243,000; that is, if the project exceeds \$343,000, then the two cities will be obligated to pay 100% of any additional amounts.


You may also have noticed City staff is recommending approval of the agreement with the condition that the two cities enter into a participation agreement for the local match. I have spoken to Woods Cross and they agree that we should have an agreement to participate together in the local match. So, I recommend the Council approve the attached resolution with the attached condition and then on March 21, 2023, we will have the participation agreement on your agenda for consideration.

The City will be using Transportation Impact Fees for its share of the local match. For your information, this is a reimbursement arrangement and so the City will be up-fronting project costs and then receive reimbursement from Davis County up to \$243,000.

PROPOSED MOTION

I move that the City Council adopt Resolution No. 2023-12R: A Resolution Approving an Interlocal Cooperation Transportation Project Reimbursement Agreement Between Davis County and the City of North Salt Lake.



	North Salt Lake City - Engineering Department	Project Description:			
	10 East Center Street, North Salt Lake, UT 84054	Signal light at 1100 North & 400 West			
	Paul Ottoson, Engineer (801) 335-8723				
Estimated by: PAO	Project #22-014				
Checked by:	Date: June 28, 2022				
Engineering Estimate					
Item #	Item Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Materials cost from UDOT warehouse	1	LS	\$104,500.00	\$104,500.00
3	Labor costs for signal light work	1	LS	\$157,500.00	\$157,500.00
4	Traffic control	1	LS	\$5,250.00	\$5,250.00
5	Remove and replace curb & gutter	100	LF	\$63.00	\$6,300.00
6	Remove and replace asphalt	200	SF	\$7.35	\$1,470.00
7	Street striping	1	LS	\$840.00	\$840.00
8	Right-of-Way acquisition	600	SF	\$21.00	\$12,600.00
9					
10					
11					
12					
13					
14					
15					
	SUBTOTAL:				\$298,460.00
	CONTINGENCY:	15%			\$44,769.00
	TOTAL:				\$343,229.00
	ESTIMATE:				\$343,000.00

RESOLUTION NO. 2023-12R

**A RESOLUTION APPROVING AN INTERLOCAL
COOPERATION TRANSPORTATION PROJECT
REIMBURSEMENT AGREEMENT WITH DAVIS
COUNTY FOR THE PURPOSE OF CONSTRUCTING
SIGNALIZED INTERSECTION IMPROVEMENTS AT
400 WEST AND 1100 NORTH**

WHEREAS, the cities of North Salt Lake and Woods Cross determined that it is in the best interest of the citizens of the two cities to install lighted traffic control signalization at the intersection of 400 West and 1100 North; and

WHEREAS, the cities of North Salt Lake and Woods Cross have sought 3rd quarter cent transportation funds from Davis County in order to construct the project; and

WHEREAS, the Davis County Council of Governments (COG) has approved the request to provide funding for the subject improvements and Davis County has now proposed the attached agreement in order to effectuate the approved cost sharing request; and

WHEREAS, the Governing Body of the City of North Salt Lake finds that entering into this funding agreement serves the health, safety and general welfare of its citizens.

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

Section 1. The City of North Salt Lake approves the attached agreement with Davis County for the purpose of funding the construction of signalized intersection improvements at 400 West and 1100 North.

Section 2. Effective Date. This resolution shall become effective only after approval and execution of a funding participation agreement between the City of North Salt Lake and Woods Cross City.

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 7th day of March, 2023.

CITY OF NORTH SALT LAKE

By:

BRIAN J. HORROCKS
Mayor

ATTEST:

WENDY PAGE
City Recorder

City Council Vote as Recorded:

Council Member Watts Baskin	_____
Council Member Gordon	_____
Council Member Knowlton	_____
Council Member Porter	_____
Council Member Van Langeveld	_____

**INTERLOCAL COOPERATION TRANSPORTATION
PROJECT REIMBURSEMENT AGREEMENT**

This Interlocal Cooperation Transportation Project Reimbursement Agreement (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and the City of North Salt Lake, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement; and

B. WHEREAS, Utah Code Annotated §59-12-2217, the County Option Sales and Use Tax for Transportation Fund provide the opportunity for a Council of Governments and the local legislative body to prioritize and approve funding for transportation projects that are included in the area’s Regional Transportation Plan; and

C. WHEREAS, The Davis County Council of Governments (COG) is the council of governments with the authority to work with Davis County, the local legislative body, to prioritize and approve funding for such transportation projects; and

D. WHEREAS, the County, on or about May 23, 2022, requested the cities located within Davis County, the Utah Department of Transportation (“UDOT”), and the Utah Transit Authority (“UTA”) to submit applications for a limited portion of the County’s 2022 3rd Quarter transportation sales tax revenue to be used for qualifying transportation projects; and

E. WHEREAS, the City, on or about June 30, 2022, submitted a *Davis County 3rd Quarter Funding Application* (the “Application”) to the County for the 400 West 1100 North Traffic Signal (the “Project”), a copy of the Application is attached hereto as Exhibit A; Project Cost Estimate (the “Cost Estimate”) is attached hereto as Exhibit B and incorporated herein by this reference, and made a part of this Agreement; and

F. WHEREAS, The COG accordingly approved such request on October 19, 2022, and subsequently sent a recommendation to the Davis County Commission requesting approval, and such request was approved by the County Commission on November 29, 2022; and

G. WHEREAS, the City desires to commence and complete the Project in a manner consistent with the Application and as further set forth in this Agreement; and

H. WHEREAS, the County desires to grant the Application and partially reimburse the City for the permitted or authorized costs, expenses, or otherwise incurred by the City in connection with the Project in a manner consistent with the terms and provisions of this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. The City’s Duties, Obligations, Responsibilities, or Otherwise.

a. The City shall commence and complete all material aspects of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City shall be fully and solely responsible for all costs, expenses, or otherwise related to the Project; and

c. The City shall be solely responsible for operating and maintaining the Project including, but not limited to, all costs, expenses, or otherwise related to the operation and/or maintenance of the Project; and

d. The City shall ensure that the Project complies with the American Public Works Association (“APWA”) standards and all other federal, state, or local laws, regulations, rules, requirements, codes or otherwise that are applicable to the Project.

2. The County’s Duties, Obligations, Responsibilities, or Otherwise. The County shall reimburse the City in an amount up to 80% of the total permitted or authorized costs and/or expenses of the Project as identified in the Application, incorporated herein by this reference, and made a part of this Agreement, not to exceed \$243,218.00, only upon all of the following being timely and completely satisfied by the City:

a. The City commences and completes the full scope of the Project in a manner consistent with the Application within two years from the date that this Agreement is executed by the City and the County; and

b. The City notifies the County of its timely completion of the Project and provides the County with a detailed breakdown of all expenses, costs, or other approved match payments paid by the City in connection with the Project.

3. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).

4. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate fifty years from the Effective Date of this Agreement.

5. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the non-breaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement; and

c. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

6. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> City of North Salt Lake Attention: Ken Leetham 10 E Center St North Salt Lake, UT 84054	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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7. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for their own actions, activities, or business sponsored or conducted.

8. Indemnification and Hold Harmless. The City, for itself, and on behalf of its officers, officials, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify, save and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to this Agreement, the Project, and/or the negligent acts or omissions of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. The City, for itself, and on behalf of the City Representatives, agrees and promises that all costs, including defense costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which the County or the County Representatives would otherwise be obligated to pay, shall be paid in full by the City within thirty (30) calendar days after the County provides the City with documents evidencing such costs, including, if applicable, defense costs, expenses, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to this Contract, the Project, and/or the negligent acts or omissions of the City or the City Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*.

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

11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party’s right to enforce this Agreement, or any term, provision, or promise under this

Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

15. Binding Effect; Entire Agreement; Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or

validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

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

23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[This space is left blank intentionally. The signature page follows.]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

CITY OF NORTH SALT LAKE

Mayor
Dated: _____

ATTEST:

North Salt Lake City Recorder
Dated: _____

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

North Salt Lake City Attorney
Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk
Dated: _____

REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:

Davis County Attorney's Office, Civil Division
Dated: _____

EXHIBIT A



Davis
COUNTY

3rd Qtr
Davis County Transportation Funding

Davis County 3rd Quarter Transportation Funding Application

Notes: Signatures confirm the commitment of the Applicant to follow the Guidelines established by Davis County. The Applicant is responsible for the maintainance and upkeep of the project during implementation and after project completion.

Your signature below indicates your agency's willingness to enter into formal agreement to complete and maintain the project if selected for funding.

Signature: Ryan Westergard (Jun 30, 2022 12:43 MDT) Ken Leetham
City of North Salt Lake Date: Jun 30, 2022

v 2022

APPLICATION INFORMATION

Project Sponsor: City of North Salt Lake/Woods Cross City

Contact Person: Ali Avery **Title:** Long Range Planner

Address: 10 East Center Street **ZIP:** 84054

Phone: 801-335-8729 **Mobile:** _____

Email: alia@nslcity.org

PROJECT INFORMATION

Project Title: 400 West/1100 North traffic signal

Project Location: Intersection of 400 West & 1100 North in North Salt Lake, Utah

(A location map with aerial view must be attached)

Facility Length: 0.03 **Jurisdiction** State Owned No Locally Owned Yes Multiple (List Other Agencies)

Brief Project Description: 1100 North is a minor arterial that separates North Salt Lake and Woods Cross cities. It is the primary access road for residents of NSL/WX that live west of I-15, and it is also a primary access for the large industrial park in NSL. There have been many complaints regarding difficulty turning left onto 1100 North from WX residents at the intersection of 1100 North and 1425 West (400 West in NSL). Additionally, there is a difficult turning movements for semi-trucks turning right onto 1100 North from 400 West in NSL. The City's conducted a warrant study for this intersection and found that a signal light is needed at this location.

(Attach conceptual plans if available):

Have any public information or community meetings been held? No Yes / No

Describe public and private support for the project.
(Examples: petitions, written endorsements, resolutions, etc.):

The Mayors from both the City of North Salt Lake and Woods Cross City have signed on the letter of intent and application as being willing to provide a match for the project.

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Description

Functional Classification - Link

Minor Arterial

Is the Project on the RTP highway or Transit Network?

NA

Regional Transportation Plan - Link

Anticipated year of Project Construction

1 to 5 years

Time Period for Right-of-Way Acquisition

Less than 1 year

Existing

Projected

Roadway

Average Daily Traffic - Link

10932

11000

Projected Traffic - Link

Transit

Transit Current Daily Ridership by Route

0

0

Opening Day - Anticipated Daily Ridership

Provide Source of Ridership numbers

N/A

Scope of Work

(Attach conceptual plans if available):

During peak traffic, it is difficult to make left-hand turns onto 1100 N from 1425 W in WX. 1100 N is a minor arterial that provides access to the residential areas on the west side of I-15 in both NSL and WX and 400 W serves the industrial park in NSL. The project includes the installation of a traffic signal at the intersection of 1100 N & 400 W in NSL. Crosswalks are included on all four legs of the intersection. The curb radius at the SE corner of the intersection will be increased to improve functionality for semi-trucks making right turns on to 1100 N. The project will reduce delay for vehicles making left-hand turns & improve the safety of the intersection. North Salt Lake & Woods Cross are partnering on this, as it is in the best interest of both cities to make the improvements.

Summarize any special characteristics of the project:

(Provide Typical Section drawings and describe the typical section here.):

The intersection is a typical intersection with streets that are 45 and 50 feet in width in each direction. Crosswalks will be installed on all four legs of the intersection, where currently there are only two. The curb radius will be increased from 30 to 50 feet on the SE corner of the intersection.

How many Jurisdictions are Collaborating on this project?

2

Describe the nature of the Collaboration

Note: Collaborating is significantly more than a letter of support, and includes financial obligations to the project from each jurisdiction collaborating.

Although 1100 North is entirely within the jurisdiction of North Salt Lake, Woods Cross residents are heavily impacted by this intersection (1425 West in Woods Cross/400 West in North Salt Lake). Subsequently, Woods Cross and North Salt Lake are working together and splitting the local match to ensure the success of the project.

Describe any project work phases that are currently underway or have been completed.

The City of North Salt Lake conducted a warrant study (attached) for the project. Additionally, a traffic signal study regarding delay reduction and vehicle miles travel reduction was conducted by Gilson Engineering (attached). No further studies are needed in order to begin design and construction.

Describe existing right of way ownerships along the project

(Describe when the right-of-way was obtained and how ownership is documented, i.e., plats, deeds, prescriptions, easements):

The City of North Salt Lake owns and maintains both 400 West and 1100 North. 1100 North was previously a Davis County road. North Salt Lake took ownership of the road in the 1980s or 1990s. 400 West was dedicated as a City street with the North Salt Lake Industrial Park subdivisions in the 1970s.

Is right-of-way acquisition proposed as part of the larger project? (If Yes, describe proposed acquisition including expected fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right-of-way)

Yes

Yes/ No/ NA

A small amount of right-of-way will need to be acquired as part of this project to increase the curve radius at the southeast corner of the intersection from 30 to 50 feet to accommodate semi-trucks. The property is currently privately owned, but the expansion will not impact any parking facilities or buildings on the site. The City of North Salt Lake will be retaining ownership of the right-of-way.

Efforts to Preserve the Corridor

((How much Right-of-Way has been acquired) divided by the (Total Amount of Right-of-Way necessary for the Project)) = (Percent of Corridor Preserved)

75 to 100 %

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Details

Access to Opportunities

[Link for "Access to Opportunities" - Reference Interactive Map](#)

For the following 2 questions, 'please identify the dominant color at or along your project on the Interactive Map.

What is the Color for the Employment Intensity?

Yellow

What is the Color for the Residential Intensity?

Clear

If Intensity or destination is planned, applicant must provide documentation e.g., zoning, developer agreement(s).

To which of the Following Does the Project Improve Access. (Select All that Apply) <i>Some have been identified on the map</i>	Community Center	No	Vulnerable Community	No	Elementary School	No	Library/ City Center	No
	Grocery Store	Yes	Trails/ Parks	Yes	Junior High School	Yes	Other Retail	Yes
	Core Transit Station	No	Higher Education	No	High School	Yes	Other Services	Yes

Industrial/Residential

To what extent does the project fill a gap or complete a connection?

The installation of a traffic signal at the intersection will allow for more efficiency and reductions in traffic delay so that residents and workers can more quickly and safely access the destinations identified above. The turning movements will be safer through the intersection and traffic will move more efficiently.

Which of the listed Safety Improvements will be included with this project	Sidewalks/ Path	No	Shoulders/ Curb & Gutter	Yes	Lighting/ Visibility	Yes
	Bike Lanes	No	Adequate Turn Lanes	Yes	Access Control	No
	Intersection Geometry	Yes	Removal of Roadway Obstructions	No	ADA/ Crosswalk	Yes
	Signals/ Signs	Yes	Center Lane or Raised Median	No	Other . .	

Discuss the safety improvements that are included in this project.

With the installation of a traffic signal at the intersection, the curve radius at the SE corner of the intersection will be expanded from 30 to 50 feet to allow for more efficient semi-truck movement. Additionally, crosswalks will be installed on all four legs of the intersection and street lights will be included.

Estimated delay reduction (Vehicle Hours) <i>(Provide documentation)</i>	17%	Project Safety Index from UDOT Traffic and Safety Data (2015-2017)	3	Recreational Opportunities Associated with Project - Link	How many access management improvements are included? <i>(Provide documentation)</i>	0
---	------------	--	----------	---	---	----------

Estimated reduction in vehicle miles traveled. <i>(Provide documentation)</i>	35%	Total number of crashes on this facility or parallel roadway during the three years	50	How many signal phasing, timing, and other improvements are included <i>(Provide documentation)</i>	0	Number of Intelligent Transportation System (ITS) elements included <i>(Provide documentation)</i>	0
--	------------	---	-----------	--	----------	---	----------

Number of Intersection Improvements? <i>(Provide documentation)</i>	1	Other Project Benefits not yet listed?	
--	----------	--	--

Project Implementation Information

Project phases included in funding request:

Project Cost and Contributions:

No	Planning Activities	\$	343,217.50	Total Estimated Project Cost	Eligible Match
No	Project Development & Environment Study	\$	243,217.50	Davis County 3rd Quarter Funding Request	
No	Preliminary Engineering/ Final Design Plans	\$	100,000.00	Local Funds	
Yes	Construction			In-Kind Donations <i>(Dollar Value)</i>	
No	Construction Engineering & Inspection			Other Funding Contributions	

**** NOTE **** A minimum of 20% match is required

Davis County 3rd Quarter Transportation Funding Application - 2020

Project Cost Summary

Below, provide a summary of the estimated cost for the work being proposed.

(A Separate Detailed Project Cost Estimate Must be Attached to this Application.)

<u>Planning Activities</u>	\$	-	(enter estimate)
<u>Project Development & Environment Study</u>	\$	-	(enter estimate)
<u>Preliminary Engineering/ Final Design Plans</u>	\$	-	(enter estimate)
<u>Right of Way</u>	\$	12,600.00	(enter estimate)
<u>Construction</u>	\$	270,600.00	(enter estimate)
<u>Maintenance of Traffic (MOT)</u>	\$	5,250.00	(enter estimate)
<u>Mobilization</u>	\$	10,000.00	(enter estimate)
<u>Subtotal</u>	\$	298,450.00	
<u>Contingency (15 % of Subtotal)</u>	\$	44,767.50	
<u>Utilities</u>	\$	-	(enter estimate)
<u>Miscellaneous</u>	\$	-	(enter estimate)
<u>Total Construction Cost</u>	\$	343,217.50	
<u>Construction Engineering & Inspection (CEI) (13% of Total)</u>			(enter estimate)
<u>Other (Describe)</u>	\$	-	(enter estimate)
<u>Total Project Cost</u>	\$	343,217.50	

Project Notes

Attachments: 1) Location Map 2) Cost Estimate 3) Warrant Study 4) Delay Reduction and Vehicle Miles Travel Reduction study

EXHIBIT B



North Salt Lake City - Engineering Department	Project Description:
10 East Center Street, North Salt Lake, UT 84054	Signal light at 1100 North & 400 West
Paul Ottoson, Engineer (801) 335-8723	
Estimated by: PAO	Project #22-014
Checked by:	Date: June 28, 2022

Engineering Estimate

Item #	Item Description	Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	\$10,000.00	\$10,000.00
2	Materials cost from UDOT warehouse	1	LS	\$104,500.00	\$104,500.00
3	Labor costs for signal light work	1	LS	\$157,500.00	\$157,500.00
4	Traffic control	1	LS	\$5,250.00	\$5,250.00
5	Remove and replace curb & gutter	100	LF	\$63.00	\$6,300.00
6	Remove and replace asphalt	200	SF	\$7.35	\$1,470.00
7	Street striping	1	LS	\$840.00	\$840.00
8	Right-of-Way acquisition	600	SF	\$21.00	\$12,600.00
9					
10					
11					
12					
13					
14					
15					
	SUBTOTAL:				\$298,460.00
	CONTINGENCY:	15%			\$44,769.00
	TOTAL:				\$343,229.00
	ESTIMATE:				\$343,000.00

1 CITY OF NORTH SALT LAKE
2 CITY COUNCIL MEETING-TOUR
3 10 EAST CENTER STREET, NORTH SALT LAKE
4 FEBRUARY 21, 2023

5
6 **DRAFT**
7

8 Mayor Horrocks welcomed those present at 5:00 p.m.
9

10 PRESENT: Mayor Brian Horrocks
11 Councilmember Lisa Watts Baskin
12 Councilmember Ted Knowlton
13 Councilmember Stan Porter
14

15 EXCUSED: Councilmember Natalie Gordon
16 Councilmember Alisa Van Langeveld
17

18 STAFF PRESENT: Ken Leetham, City Manager; David Frandsen, Assistant City Manager;
19 Karyn Baxter, City Engineer; Jon Rueckert, Public Works Director; Sherrie Pace, Community
20 Development Director.
21

22 OTHERS PRESENT: Mary Kay Porter, Dee Lalliss, residents.
23

24 1. TOUR OF THE BAMBERGER HISTORIC DISTRICT
25

26 The City Council met in the west parking lot of City Hall and walked to tour the Bamberger
27 Historic District. Councilmember Porter reported on the historic Bamberger Station buildings.
28 He showed the location of the old rail tracks and presented a brief history of the rail line from
29 Salt Lake City to Farmington.
30

31 2. ADJOURN
32

33 Mayor Horrocks adjourned the meeting at 5:45 p.m. to return to City Hall for the work session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-WORK SESSION
ANCHOR LOCATION: CITY HALL
10 EAST CENTER STREET, NORTH SALT LAKE
FEBRUARY 21, 2023

DRAFT

Mayor Horrocks welcomed those present at 6:21 p.m.

PRESENT: Mayor Brian Horrocks
Councilmember Lisa Watts Baskin
Councilmember Natalie Gordon
Councilmember Ted Knowlton
Councilmember Stan Porter
Councilmember Alisa Van Langeveld

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

OTHERS PRESENT: Mary Kay Porter, Janet Welsh, Corey Markisich, Health and Wellness Committee; Dee Lalliss, resident; Marty Peterson.

1. APPROVAL OF CITY COUNCIL MINUTES

The City Council minutes of February 7, 2023 were reviewed and approved.

Councilmember Baskin moved that the City Council approve the City Council meeting minutes from January 17, 2023. Councilmember Porter seconded the motion. The motion was approved by Council Members Baskin, Knowlton, Porter, and Van Langeveld. Councilmember Gordon was excused.

2. ACTION ITEMS

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

Mayor Horrocks asked about the Safe Harbor action item and if they would be requesting funds. Ken Leetham replied that Safe Harbor would most likely request a donation of \$10,000. He explained this request would go through the budget process.

76 3. HEALTH AND WELLNESS COMMITTEE ANNUAL REPORT AND DISCUSSION

77

78 Corey Markisich reported on the items accomplished in 2022 and the goals for 2023 of the
79 Health and Wellness Committee. He shared that he had worked in the behavioral health field for
80 16 years. He was a licensed counselor and currently oversaw an addiction and mental health
81 treatment center. Mr. Markisich said the Committee held several brainstorming sessions and
82 established what the Committee would be with a focus on specific areas. He spoke on the
83 accomplishments for 2022 including establishing organizational by-laws, procedures, and
84 protocols, participation in the Night Out Against Crime event, partnering with Communities That
85 Care (CTC) with two weekly classes and one evening training meeting, a presence at the County
86 Emergency Preparedness Fair, received the League of Cities and Towns (ULCT) Health
87 Communities Award, attended the Senior Lunch Bunch events, and increased social media
88 outreach.

89

90 Corey Markisich shared the established duties for the Committee including a review of research
91 and programs related to five specific areas of interest which were physical and mental health,
92 emergency preparedness, personal wellness, food and housing access, addiction, and any other
93 public health and general welfare issue. He reviewed the goals for physical and mental health
94 which were to complete an inventory of existing City open space, parks, and outdoor assets
95 (Hatch Park, mountain trails, etc.), to conduct four classes a year with Communities That Care,
96 and to complete an inventory of school safe walking routes, trails, and pathways. He mentioned
97 the goals for emergency preparedness were for social media outreach four times per year related
98 to emergency preparedness and three times per year related to CERT training or as often as
99 needed to educate residents about CERT training opportunities.

100

101 He indicated the personal wellness goals included a quarterly newsletter spotlight on an outdoor
102 amenity available to residents, to issue letters of support and encouragement to the Parks, Trails,
103 Arts & Recreation (PTAR) Advisory Board, the Planning Commission, and the City Council
104 related to the provisions of personal wellness amenities and activities in the City, to combine a
105 Committee activity with the City's Night Out Against Crime event, and completion of the
106 Wellness Survey through Utah State University.

107

108 Mr. Markisich stated the goal for the Food and Housing area was to provide letters of support
109 and encouragement to the City Council, Youth City Council, City staff, and the PTAR Board for
110 the creation of events such as food drives and support of existing food pantries. He explained the
111 goal for the addiction area was the creation of a resource document with links to be placed on the
112 City's website related to addiction recovery resources as well as provide addiction recovery
113 materials at the Night Out Against Crime event.

114

115 Councilmember Gordon arrived at 6:40 p.m.

116

117 Mayor Horrocks asked about the extent of the addiction problem in the City. Chief Black replied
118 that the police department tracked the number of calls with an alcohol or drug nexus. He said this
119 information could be provided to the Council. Chief Black commented that the police department
120 would be much smaller if not for addiction issues. He said it was a significant problem related to
121 crime, mental health, and overdoses.

122
123 Corey Markisich commented on addiction and said there was no way to know the extent until it
124 built up to an overdose, crime, and domestic violence.

125
126 Mayor Horrocks encouraged the Health and Wellness Committee to utilize County resources.
127 Corey Markisich replied that Davis County Behavioral Health had attended Committee meetings
128 and would be a partner.

129
130 Councilmember Porter mentioned Question, Persuade, Respond (QPR) training to help identify
131 individuals that may be suicidal and if this had been discussed. Corey Markisich responded that
132 there was a Hope Squad which provided trainings at schools and said the Committee could
133 further research this.

134
135 Councilmember Gordon commented that the Youth City Council (YCC) had received QPR
136 training from Davis County. She suggested the YCC and Health and Wellness Committee could
137 work together on this goal.

138
139 Corey Markisich said the Health and Wellness Committee planned to meet with all of the City's
140 Committees and Boards to see what items they could partner on.

141
142 Councilmember Van Langeveld introduced and thanked the Health and Wellness Committee
143 members in attendance including Mary Kay Porter, Janet Welsh, Corey Markisich. She also
144 mentioned that Marty Peterson had attended several meetings to discuss emergency
145 preparedness. She spoke on the Committee collaborating with other resources such as the County
146 as well as City boards, etc.

147
148 Councilmember Baskin mentioned a need for exercise opportunities for the seniors. She also
149 suggested a meeting with the seniors and the Youth City Council to mingle and build a
150 community that was less typical.

151
152 Councilmember Knowlton said the physically active population also overlapped with Parks and
153 Arts events and the Health and Wellness Committee. He commented any support from the
154 Committee on events would be appreciated. He suggested other possible aspects could be
155 partnering with schools for bike/walk to school days or promoting other healthy habits.

156
157 Corey Markisich welcomed any suggestions or feedback related to events and ideas with the
158 Committee.

159 4. COUNCIL REPORTS

160

161 Councilmember Porter thanked those who attended the tour. He said it was important to preserve
162 City history.

163

164 Councilmember Baskin reported the Golf Committee met and the course was on an upward
165 trajectory. She said Tyler Abegglen shared aerial images of golf courses in the area and how the
166 City had followed the conservation/drought requirement. Councilmember Baskin also said a new
167 Food and Beverage Manager had been hired. She indicated the Senior Lunch Bunch had a
168 Valentine lunch and thanked volunteer Janet Welsh. She mentioned the Arbor Day event would
169 be held in April or May.

170

171 Mayor Horrocks asked about the open house for the Golf Course. Ken Leetham replied the Golf
172 Course open house and the City Council budget retreat would be held the same day on April 1,
173 2023.

174

175 Councilmember Baskin reported that the Legislative Policy Committee met weekly. She spoke
176 on a bill that may impair referendum power related to land use regulation that passed by two-
177 thirds vote would not be eligible. She would be speaking about this and asked if the City Council
178 had a position and if she could speak on their behalf.

179

180 Todd Godfrey commented he had not yet formed an opinion. He noted this item has previously
181 been proposed and adopted in different formats. He felt arguments could be crafted for both sides
182 and that referendums could divide communities by impacting citizens in negative ways and put
183 cities in a negative spot. Mr. Godfrey did not see an upside for a City being active in supporting
184 legislation that limited citizens' legislative authority.

185

186 Mayor Horrocks, Councilmembers Knowlton and Porter were undecided and preferred that
187 Councilmember Baskin not represent the entire Council on this issue.

188

189 Councilmember Baskin stated the difference between mob rule and initiatives/referendums was
190 that a referendum was a direct democracy procedure governed by requirements. She felt that
191 cities/councils should foster access to the ballot, decision making, and a response for residents
192 when they felt unrepresented.

193

194 Councilmember Van Langeveld commented that her name could be used in support and how
195 communities could be torn apart if they felt they were not being supported by their elected
196 officials. Councilmember Gordon was in agreement, but said the Council should be unanimous
197 when considering political positions like this.

198

199 Councilmember Knowlton suggested that the Council have a standard approach for handing
200 basic responses to emails, etc. Councilmember Porter said that the items could be discussed at a
201 Council meeting before a definitive response was made.

202

203 Ken Leetham said that staff could provide a reply thanking the sender and that a more thorough
204 response would be sent back as quickly as possible. The item could then be discussed with the
205 Council with a follow up response. He suggested the Council could reply similarly to
206 individually received emails and ask for assistance from staff, if needed.

207

208 5. ADJOURN

209

210 Mayor Horrocks adjourned the meeting at 7:12 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
ANCHOR LOCATION: CITY HALL
10 EAST CENTER STREET, NORTH SALT LAKE
FEBRUARY 21, 2023

DRAFT

Mayor Horrocks welcomed those present at 7:13 p.m. Janet Welsh offered the thought and invocation. Corey Markisich led those present in the Pledge of Allegiance.

PRESENT: Mayor Brian Horrocks
Councilmember Lisa Watts Baskin
Councilmember Natalie Gordon
Councilmember Ted Knowlton
Councilmember Stan Porter
Councilmember Alisa Van Langeveld

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

OTHERS PRESENT: Mary Kay Porter, Janet Welsh, Corey Markisich, Health and Wellness Committee; Dee Lalliss, Jo Ellen Ashworth, Kirk Stratton, Thomas Call, residents; Marty Peterson. Via Zoom: Brent Blundell.

1. CITIZEN COMMENT

Jo Ellen Ashworth said she had sent letters to the Council regarding her feelings of opposition on the proposed zoning of the Val Verda area. She did not want any more multifamily housing on the street and asked about the planning including parking.

Dee Lalliss mentioned the water billing structure that was changed last year. He asked that the charges be more detailed and show the charges for the base, tiers, etc. Mr. Lalliss also requested a budget report that showed the incoming funds from sales tax, property tax particularly in relation to the annexation area and golf course.

Thomas Call said he attended the February 15th Planning Commission meeting and felt there were some items that should have been mentioned. He spoke on the property owner, Mr. Blundell, who requested a rezone to RM-7, and expressed his opinion that he had not been a

252 good property caretaker to date. Mr. Call also expressed concern for building heights, parking,
 253 and HOA restrictions with the potential rezone.

254
 255 2. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2023-09R: A
 256 RESOLUTION ADOPTING AN AMENDMENT TO ADJUST THE 2022-2023
 257 FISCAL YEAR BUDGETS

258
 259 Heidi Voordeckers, Finance Director provided a detailed overview of the proposed budget
 260 amendment and reviewed the following information:
 261

EXHIBIT A BUDGET AMENDMENT HEARING - February 21, 2023						
FUND/DEPT ACCOUNT #	ACCOUNT TITLE	CURRENT BUDGET	BUDGET ADJUSTMENT	TOTAL BUDGET		REASON
FUND 10 - GENERAL FUND						
10-1037-36100	INTEREST EARNINGS	\$ (15,000)	\$ (64,800)	\$ (79,800)		INCREASE PROJECTED INTEREST INCOME
			64,800			NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 32 - DEBT SERVICE FUND						
32-5322-37200	PROCEEDS FROM BORROWING	-	(16,692,000)	(16,692,000)		HATCH PARK BOND PROCEEDS
32-5322-36100	INTEREST EARNINGS	(1,400)	(360,000)	(361,400)		PROJECTED INTEREST ON BOND PROCEEDS (JAN-JUNE)
32-5322-37141	TRANSFERS FROM PARK CAPITAL	-	(700,000)	(700,000)		TRANSFER PARK IMPACT FEE RESERVES FOR DEBT COVERAGE
32-5328-47011	PRINCIPAL	222,000	745,000	967,000		HATCH PARK BOND PRINCIPAL DUE
32-5328-47012	INTEREST	34,500	392,791	427,291		HATCH PARK BOND INTEREST DUE
32-5328-47013	FEES	1,550	91,401	92,951		HATCH PARK BOND COST OF ISSUANCE
32-5328-49141	TRANSFERS TO PARK CAPITAL	300,000	1,000,000	1,300,000		TRANSFER TO FUND 41 FOR HATCH PARK IMPROVEMENTS
			15,522,808			NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 40 - CAPITAL IMPROVEMENT FUND						
40-3042-36100	INTEREST EARNINGS	(30,000)	(102,000)	(132,000)		INCREASE PROJECTED INTEREST INCOME
40-3048-49141	TRANSFER TO PARKS	-	590,278	590,278		FUNDING FOR TWO TRAILS PROJECTS APPROVED NOV 2022
			(488,278)			NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 41 - PARK DEVELOPMENT FUND						
41-5301-34701	IMPACT PARK	(557,000)	470,000	(87,000)		REDUCTION IN PROJECTED REVENUES
41-5302-37132	TRANSFER FROM DEBT SERVICE-RAP	(300,000)	(1,000,000)	(1,300,000)		TRANSFER FROM FUND 32 FOR HATCH PARK IMPROVEMENTS
41-5302-37140	TRANSFERS FROM CAPITAL PROJECT	-	(590,278)	(590,278)		FUNDING FOR TWO TRAILS PROJECTS APPROVED NOV 2022
41-5318-49132	TRANSFERS TO DEBT SERVICE-RAP	-	700,000	700,000		TRANSFER PARK IMPACT FEE RESERVES FOR DEBT COVERAGE
			420,278			NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 44 - ROADWAY DEVELOPMENT						
44-3502-34701	IMPACT ROAD	(461,600)	400,000	(61,600)		REDUCTION IN PROJECTED REVENUES
44-3502-36100	INTEREST EARNINGS	(4,500)	(66,000)	(70,500)		INCREASE PROJECTED INTEREST INCOME
44-3502-36101	INTEREST EARNINGS RESTRICTED	(7,000)	(48,000)	(55,000)		INCREASE PROJECTED INTEREST INCOME
44-3505-52245	475 N & CLOVERDALE	-	230,000	230,000		NEW PROJECT - FY 2023 CAPITAL PLAN
44-3505-52253	MTNVIEW/SKYVIEW/WILDFLOWER/SEG	-	230,000	230,000		NEW PROJECT - FY 2023 CAPITAL PLAN
44-3505-52144	400 WEST STR RECONSTRUCTION	-	1,450,000	1,450,000		NEW PROJECT - FY 2023 CAPITAL PLAN
44-3505-52302	PRKWY DR/CANYON LN/EGLPASS/RID	-	300,000	300,000		NEW PROJECT - FY 2023 CAPITAL PLAN
44-3505-52303	SIDER DR/175 N/550 E/575 E	-	330,000	330,000		NEW PROJECT - FY 2023 CAPITAL PLAN
44-3505-51901	MAIN ST (I-15 TO 1000 N)	-	20,000	20,000		NEW PROJECT - FY 2023 CAPITAL PLAN
			(2,846,000)			NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 51 - WATER						
51-3902-34701	IMPACT WATER	(1,147,000)	989,400	(157,600)		REDUCTION IN PROJECTED REVENUES
51-3902-36100	INTEREST EARNINGS	(20,000)	(54,000)	(74,000)		INCREASE PROJECTED INTEREST INCOME
51-3905-52245	475 N & CLOVERDALE	-	360,000	360,000		NEW PROJECT - FY 2023 CAPITAL PLAN
51-3905-52253	MTNVIEW/SKYVIEW/WILDFLOWER/SEG	-	350,000	350,000		NEW PROJECT - FY 2023 CAPITAL PLAN
51-3906-52213	EWGC HOLE 7 & 11, LAKE ENLRGMN	-	200,000	200,000		NEW PROJECT - FY 2023 CAPITAL PLAN
51-3905-51816	PRV VAULT & VALVE REPLACEMENT	100,000	100,000	200,000		NEW PROJECT - FY 2023 CAPITAL PLAN
51-3905-52315	400 W (500 N TO 1100 N)	-	860,000	860,000		NEW PROJECT - FY 2023 CAPITAL PLAN
51-3905-52114	75 E 125 E & 175 E REPLACEMENT	404,353	(165,000)	239,353		PROJECT UNDER BUDGET
51-3906-51902	WATER LINE US-89 @ CITY CENTER	25,000	(25,000)	-		RELEASE FUNDING TO OTHER CAPITAL PROJECTS
51-3906-52121	NSLCITY CENTER PHASE WATERLINE	48,000	(48,000)	-		RELEASE FUNDING TO OTHER CAPITAL PROJECTS
51-3905-52013	250 N, 300 N LINE REPLACEMENT	377,229	(377,229)	-		RESCHEDULE TO FY 2026
51-3906-51722	TRANS LINE - TANGLEWOOD - 5480	98,948	(98,948)	-		RELEASE FUNDING TO OTHER CAPITAL PROJECTS
			(2,091,223)			NET INCREASE/(DECREASE) IN FUND BALANCE
FUND 53 - STORM						
53-3112-34701	IMPACT STORM WATER	(120,400)	92,000	(28,400)		REDUCTION IN PROJECTED REVENUES
53-3116-52213	EWGC HOLE 7 & 11, LAKE ENLRGMN	-	600,000	600,000		INCREASE PROJECTED INTEREST INCOME
53-3116-52253	MTNVIEW/SKYVIEW/WILDFLOWER/SEG	-	30,000	30,000		NEW PROJECT - FY 2023 CAPITAL PLAN
53-3116-51724	28 NO VALLEY VIEW DR DETENTION	100,000	(100,000)	-		NEW PROJECT - FY 2023 CAPITAL PLAN
53-3116-51923	EAGLEWOOD VILL DET BASIN IMPRO	60,000	(60,000)	-		RELEASE FUNDING TO OTHER CAPITAL PROJECTS
53-3116-52021	DAVID/RAYGENE WAY CYN IMPROVE	350,000	(350,000)	-		RELEASE FUNDING TO OTHER CAPITAL PROJECTS
			(212,000)			NET INCREASE/(DECREASE) IN FUND BALANCE
TOTAL ALL FUNDS			10,370,385			NET INCREASE/(DECREASE) IN FUND BALANCE

264 **Mayor Horrocks opened the public hearing at 7:46 p.m.**

265
266 Dee Lalliss asked about one of the proposed waterline projects on 250/300 North. Karyn Baxter
267 replied the second half of the project had not yet been completed which meant the funds either
268 needed to be released or rolled over into a new fiscal year.

269
270 **Mayor Horrocks closed the public hearing at 7:48 p.m.**

271
272 **Councilmember Porter moved the City Council approve Resolution 2023-09R: a resolution**
273 **adopting an amendment to adjust the fiscal year 2022-2023 General Fund, Debt Service**
274 **Fund, Capital Improvement Fund, Park Development Fund, Roadway Development Fund,**
275 **Water Fund, and Storm Water Fund budgets in the amount of \$10,370,385.**

276 **Councilmember Baskin seconded the motion. The motion was approved by Council**
277 **Members Baskin, Gordon, Knowlton, Porter, and Van Langeveld.**

278
279 3. CONSIDERATION OF ORDINANCE 2023-03: AN ORDINANCE ADOPTING A
280 ZONING MAP AMENDMENT FOR THE VAL VERDA AREA LOCATED
281 APPROXIMATELY BETWEEN HIGHWAY 89 AND ORCHARD DRIVE AND 3500
282 SOUTH AND 4100 SOUTH

283
284 Sherrie Pace reported on the proposed zoning map for the Val Verda annexation area. She
285 showed a map of the area with the existing County zoning of R-1, R-2, R-3, and C-2. The R-1
286 and R-2 in the County's zones had a minimum lot size of 9,000 square feet. Further, County
287 zones R-1 allowed single family dwellings, R-2 allowed duplexes, and R-3 allowed
288 approximately 13 dwelling units per acre. Ms. Pace then showed a map with the proposed City
289 zoning for the area. The Planning Commission reviewed the proposed zoning with a focus on
290 ensuring that current property rights under the County zoning were preserved when the City
291 placed zoning designations on the property. The current R-1 and R-2 zones (County) would
292 become R1-7 and the current R-3 zoned areas would be RM-7, with the current C-2 zones to
293 become CH (Highway Commercial). The Planning Commission also held a public hearing on
294 January 24th to receive comments on the proposed zoning and recommended approval to the City
295 Council with one change.

296
297 Sherrie Pace said one adjustment was requested by the Planning Commission to the City's R1-7
298 and RM-7 zones to allow for a single family home, duplex, or single family home with an
299 accessory dwelling unit (ADU) on a 7,000 square foot lot. Previously the City's R1-7 and RM-7
300 zones required 7,000 square feet for single family and 10,000 square feet for a duplex. The
301 County's R1-7 allowed for a single family home with an accessory dwelling unit (essentially a
302 duplex) on 7,000 square feet. This proposed amendment to the R1-7 and RM-7 zones is
303 scheduled for the next City Council meeting.

304

305 Sherrie Pace mentioned an additional item of concern for those with single family lots adjacent
306 to the commercial zone. She said the difference between the County and City commercial zoning
307 related to height and setbacks. The setbacks in the County were 10 feet in the rear and a
308 maximum height of 30 feet. In the City's CH Zone, the current rear setbacks are zero feet with a
309 maximum height of 60 feet which was a cause for concern to those residents adjacent to the CH
310 Zone.

311
312 Sherrie Pace explained the third item was the request from the property owner, Mr. Blundell to
313 rezone to RM-7 instead of R1-7. She said the density allowed in both the RM-7 and R1-7 zones
314 was eight dwelling units per net acre. This meant that if a private road was required to be built
315 that the road, sidewalks, and infrastructure would be deducted from the total amount of acreage
316 and then the density would be calculated from the remaining area. Ms. Pace calculated this
317 would result in approximately six dwelling units on the Blundell parcel. In the R1-7 he could
318 build three duplexes and in the RM-7 he could build one apartment building with six units, two
319 buildings with three units, or three buildings with two units for a total of six dwelling units. The
320 height for each zone would be a maximum of 35 feet.

321
322 Councilmember Gordon asked for clarification on the number of units allowed in the R1-7 Zone.
323 Sherrie Pace replied the maximum number of units allowed in the R1-7 Zone was eight dwelling
324 units per net acre. She explained that R1-7 meant 7,000 square feet for a single family lot.

325
326 Councilmember Gordon asked about RM-7. Sherrie Pace replied that the single family lots must
327 also be a minimum of 7,000 square feet in size. The R1-7 Zone allowed for a single family
328 dwelling or a duplex. The RM-7 allowed for a single family dwelling, duplex, or
329 attached/stacked apartments. She explained the main difference was the type of building that
330 could be constructed.

331
332 Councilmember Porter asked if the rezone would make the four-plex on 850 West non-
333 conforming. Sherrie Pace said anything that was legally permitted in the County prior to
334 annexation, but that did not meet the standards of the RM-7 Zone would be legally non-
335 conforming.

336
337 Councilmember Van Langeveld questioned if a basement apartment in the R1-7 Zone would be
338 allowed. She wondered if the density in the R1-7 and RM-7 were the same and the only
339 difference was the parking and building configurations. She asked which zone would allow for
340 parking oversight. Sherrie Pace replied a basement apartment would be allowed in the R1-7
341 Zone. She continued the density in the two zones was the same and the R1-7 required two
342 parking spaces including one covered per unit. She added in the RM-7 the Code would require a
343 guest parking space for every four dwelling units. She mentioned on-street parking would not
344 count towards the parking requirement.

345

346 Sherrie Pace clarified there was currently one single family home on Mr. Blundell's property. He
347 had not proposed a multi-family development at this time but wanted to preserve similar rights to
348 the adjacent Sycamore Grove development. Sycamore Grove was a twin home development
349 approved by Davis County that the City annexed after its approval. She explained that the
350 Planning Commission was unanimous in their recommendation of the zoning map. The vote was
351 four to three to allow an RM-7 rezone for the Blundell property.

352

353 Councilmember Knowlton asked if a planned unit development (PUD) would need to abide by
354 the housing types in the table. Sherrie Pace replied that a PUD would need to abide by housing
355 type and density. She noted the only change would be the layout such as twin homes with an
356 HOA.

357

358 Councilmember Baskin said the minimum lot size in the RM-7 Zone was eight dwelling units
359 per net acre. Sherrie Pace clarified that the Blundell property was not a full acre so she estimated
360 that approximately six units could be built.

361

362 Councilmember Gordon asked if the County had different height restrictions for residential units
363 than the City. She asked about the setbacks in the County versus the City. Sherrie Pace replied
364 that the County height restriction for residential was 30 feet and the City height restriction for
365 residential was 35 feet. The setbacks for both the County and City were very similar.

366

367 Councilmember Baskin questioned if the potential use was normally a criteria for consideration
368 in a possible zoning change. Sherrie Pace responded that the Planning Commission would
369 consider all the potential uses even without a specific development proposal. She said
370 Councilmember Porter suggested the Council could decline approving the rezone request by Mr.
371 Blundell.

372

373 Councilmember Van Langeveld asked about the R1-10 zoning. Sherrie Pace said the R1-10
374 minimum lot size was 10,000 square feet and duplexes were not permitted. This was why the
375 Planning Commission recommended the R1-7 to allow duplexes or more property rights.

376

377 Councilmember Knowlton commented that it seemed like this was more matching similar zoning
378 between the County and City which was why he did not think it was the time to look at
379 substantive changes such as the Blundell property request. Sherrie Pace said there was significant
380 public comment with the main desire to retain a single family neighborhood feel.

381

382 Councilmember Van Langeveld asked if a rezone to the Blundell property at this time would aid
383 with any parking issues. Sherrie Pace replied that a rezone of the Blundell property would not fix
384 any existing parking issues.

385

386 Councilmember Porter commented that he did not see any advantage to the City at this time to
387 rezone the Blundell property.

388 Councilmember Gordon said she would like to see the addition of a crosswalk immediately but
389 was not in favor of a rezone on the Blundell property. She felt that the addresses should be
390 changed before any rezone of that property.

391
392 The Council discussed parking issues in the area.

393
394 **Councilmember Porter moved to adopt Ordinance 2023-03R: an ordinance amending the**
395 **City of North Salt Lake zoning map adopting zoning for the Val Verda annexation area**
396 **located generally between 3500 South to 4100 South and Highway 89 to Orchard Drive**
397 **within the City of North Salt Lake using the Map Exhibit A without any additional zone**
398 **changes. Including the following findings:**

- 399
- 400 1) **The proposed amendment is in accord with the comprehensive general plan, goals**
401 **and policies of the City.**
 - 402 2) **Changed or changing conditions make the proposed amendment reasonably**
403 **necessary to carry out the "purposes" stated in this title.**
 - 404 3) **The proposed zoning for the area is similar in character of the neighborhood**
405 **development pattern.**
 - 406 4) **The proposed zoning for the area will provide the property owners with zoning that**
407 **is equal to or greater than the rights and uses enjoyed under the previous County**
408 **zoning prior to annexation.**

409
410 **Councilmember Gordon seconded the motion.**

411
412 Councilmember Gordon commented residents needed to be aware that while the City was
413 providing some additional leeway with the City zoning versus the County zoning and neighbors
414 may not like it.

415
416 Councilmember Porter said people had a constitutional right to use their property and that similar
417 zoning would not result in lost value. He clarified the City was not allowing additional units as
418 the allowance for duplexes had already been granted years ago. He mentioned other examples of
419 uses that were allowed per State or County allowances included charter schools, group homes,
420 etc.

421
422 Councilmember Baskin clarified that the motion would leave the R1-7 zoning in place for the
423 Blundell property. Ms. Pace confirmed it would.

424
425 **The motion was approved by Council Members Baskin, Gordon, Knowlton, Porter, and**
426 **Van Langeveld.**

427

428 4. CONSIDERATION OF ORDINANCE 2023-04: AN ORDINANCE AMENDING CITY
429 CODE TITLE 10, CHAPTER 25, AMENDING THE MAXIMUM BUILDING HEIGHT
430 AND MINIMUM REAR SETBACK IN THE CH ZONE
431

432 Sherrie Pace reported the proposal was to change the CH Zone to match and mirror the C-2 Zone
433 in the County related to heights and rear setbacks. She explained this would be a change to a
434 minimum rear setback of ten feet and a maximum height of 30 feet and two stories whichever
435 was lower. The Planning Commission discussed that some of the CH Zone would be part of the
436 Town Center Form-Based Code with an exception to the maximum height when the property met
437 standards per approval of a conditional use permit. She mentioned these standards included that
438 the property was located within the Town Center Master Plan or the property was located north
439 of 1000 North, the setback was a minimum of 20 feet from a shared property line with existing
440 single family homes with a maximum of two stories and a maximum height of 35 feet or a
441 minimum setback of 40 feet with a maximum three stories and 45 foot maximum height or a
442 minimum of a 60 foot setback with a maximum of four stories and a max height of 55 feet. She
443 explained this would protect the single family neighborhood as it transitioned to commercial.
444

445 Councilmember Porter asked if the Form-Based Code would only be utilized in the Town
446 Center. Sherrie Pace replied that the CH Zone south of 3800 South would become Town Center.
447

448 Councilmember Porter suggested that the setback heights for the residential in the annexation
449 area be similar to the Town Center Form-Based Code requirements. Sherrie Pace said this could
450 be a consideration for a policy related to a PUD subdivision.
451

452 **Councilmember Knowlton moved that the City Council approve Ordinance 2023-04**
453 **adopting the proposed amendments to Title 10, Chapter 25 related to the maximum height**
454 **in the CH Zone with the following findings:**
455

- 456 1) **The proposed amendment is in accord with the comprehensive general plan, goals**
457 **and policies of the City.**
458 2) **Changed or changing conditions make the proposed amendment reasonably**
459 **necessary to carry out the "purposes" stated in this title.**
460 3) **The proposed amendment will mitigate the impact of commercial property heights**
461 **when adjacent to single family residences.**
462

463 **Councilmember Porter seconded the motion. The motion was approved by Council**
464 **Members Baskin, Gordon, Knowlton, Porter, and Van Langeveld.**
465

466 5. CONSIDERATION OF RESOLUTION 2023-10R: A RESOLUTION EXPRESSING
467 THE CITY'S SUPPORT FOR SB185, TRANSPORTATION AMENDMENTS,
468 INCLUDING SUPPORT FOR THE CREATION OF THE STATE ACTIVE
469 TRANSPORTATION INVESTMENT FUND AND OTHER PROVISIONS OF SB185

470 THAT ALLOW FOR THE CREATION OF STATEWIDE ACTIVE
471 TRANSPORTATION SYSTEMS AND USE OF LOCAL OPTION SALES TAX FOR
472 CERTAIN TRANSPORTATION PURPOSES

473
474 Ken Leetham reported that on February 7th the City Council requested to formalize support by
475 resolution of SB185 and the idea of the expansion of active transportation improvements in the
476 State.

477
478 Councilmember Knowlton commented that Utahns wanted to walk and bike safely in their
479 communities per the results of multiple surveys. He said the problem was limited State funding
480 for bike improvements and this bill would help to improve that.

481
482 Councilmember Van Langeveld spoke on the prior conversation to only supporting legislation
483 when the City Council was unanimous in their decision. She asked if this applied in this instance.
484 The Council was in favor of supporting this resolution.

485
486 Councilmember Gordon asked if the League had a position on this bill, SB185. Ken Leetham
487 replied the League was in support of SB185.

488
489 **Councilmember Porter moved that the City Council approve Resolution No. 2023-10R: A**
490 **Resolution expressing the City’s support for SB185, Transportation Amendments,**
491 **including support for the creation of the State Active Transportation Investment Fund and**
492 **other provisions of SB185 that allow for the creation of Statewide Active Transportation**
493 **systems and use of local option sales tax for certain transportation purposes.**

494 **Councilmember Van Langeveld seconded the motion. The motion was approved by**
495 **Council Members Baskin, Gordon, Knowlton, Porter, and Van Langeveld.**

496
497 6. CITY ATTORNEY’S REPORT

498
499 Todd Godfrey had nothing to report.

500
501 7. MAYOR’S REPORT

502
503 Mayor Horrocks reported that there were currently four emergency dispatch services for police
504 and fire in the County. He explained soon there would be only two since Davis County,
505 Clearfield, and Layton would be combining into one and Bountiful would be the other to oversee
506 the five areas including the City within the southern part of the County. He spoke on Liberty Fest
507 which included the car show, fireworks, and other events. He mentioned attendance for the car
508 show was approximately 10,000 people and the fireworks with 20,000 plus attendees.

509
510 Mayor Horrocks commented that Dan Checketts, David Frandsen, and Linda Horrocks were
511 coordinating much of those activities but due to the size of the event a committee may be needed.

512 There had also been discussions of finding a major sponsor for the event. He suggested it could
513 be similar to other committees where each Councilmember nominate a resident to serve on the
514 committee.

515
516 Councilmember Van Langeveld was in favor of creating a committee for Liberty Fest. She
517 suggested opening up the position for any resident to apply rather than having the Council find
518 volunteers.

519
520 8. CITY MANAGER'S REPORT

521
522 Ken Leetham reported on the Golf Course open house on April 1st.

523
524 9. ADJOURN

525
526 Mayor Horrocks adjourned the meeting at 8:51 p.m.

527
528 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*
529 *March 7, 2023 by unanimous vote of all members present.*

530
531

532
533 _____
Brian J. Horrocks, Mayor

_____ *Wendy Page, City Recorder*

Action Items for March 7, 2023

Item	Staff	Description
New		
1	Craig	(2-14-23) Staff to provide data on drug/alcohol (addiction) related calls/cases.
2	Heidi	(2-14-23) Resident requested that the City utility bills show additional detail related to the cost of water and tiered usage (instead of just a single line for "Water"). <i>Spoke w/Caselle and this can be done, but need to contact Freedom mailing about layout as it would require adding 26 new fields to the current export file (for both water and irrigation usage). I will reach out to FM when I get back in town. (3/2/23)</i>
3	Heidi	(2-14-23) Resident requested a newsletter or similar outreach showing a chart or report for city revenues and expenses with incoming funds from sales tax, property tax, etc. <i>Staff will prepare a "Budget in Brief" handout for FY24 to have at the front counter once the final budget is adopted and will present a budget summary to the Senior Lunch Bunch (tentatively scheduled for the September meeting).(3/1/23)</i>
4	Linda	(2-14-23) Increase volunteers/staff involvement for Liberty Fest.
Current		
1	Ken/Wendy	(2-7-23) Provide a letter to employers in the City in support of participating in the Safe Harbor workplace violence prevention training.
2	Ken	(1-21-23) Include in the Hatch Park Design Project an inventory of existing trees and a detailed plan to keep existing trees as much as possible, particularly on the west side of the park and any areas where large mature trees exist.
3	Tyler	(10-18-22) Schedule announcements and open houses for the golf course and reception center renovations. <i>Staff will put together a program of announcements and an event to bring the public for an open house and tour of the facility. (10/27/22)</i>
4	Safety Committee	(9/6/22) Inventory of public safety weaknesses around the City's elementary schools. Identification of problem areas and recommendations for resolving pedestrian and other active transportation issues. (2-7-23) Seek WFRC funding for safety plan surrounding local elementary schools. <i>Safety Committee met on this on November 1. A meeting with interested CC members was scheduled. Safety Committee met with Councilmember VanLangeveld on this item on December 15, 2022. (12/28/22) Sherrie is checking with WFRC to see if there is funding assistance available for completion of safety plans around NSL elementary schools. (2/16/23)</i>
5	Sherrie & PW/Parks Dept.	<i>Combined Action Items:</i> (Various Dates) Park strips &: City owned property Review city code for park strip landscape requirements, propose alternatives for vegetation requirements (trees) & evaluate city owned park strips and properties for recommendation on conversion to water wise landscape & review compliance notifications and processes <i>Comm. Dev. will work with Parks Dept. over the winter months to present proposal to Council in early 2023 (9/29/22)</i>
6	Ken	(5-17-22) Staff to review alternatives for uses of City-owned properties at City Hall parcels and Hatch Park; develop process for making decisions. <i>Project report back should be in Spring, 2023. City staff will also be attending training on "Your Land, Your Plan" on January 9 to learn of the benefits of that program (12/28/22)</i>
7	Sherrie	(8/16/22) Staff to review the ten-day courtesy notice to see if the language could be softened. <i>Code enforcement is preparing response and suggested process (9/27/22)</i>
8	Ken	(4-19-22) Staff to follow-up with Woods Cross on the dog park and then report back to the Council. (11-15-22) Schedule work session item to discuss dog park options. <i>Schedule CC work session to discuss project options for a meeting in March. (2/14/23)</i>

9	Sherrie/Ken	(3/15/22) Review cemetery possibilities including land in (or outside of) the City. <i>Sherrie, Ken, and Ali met to discuss possible sites-Ali will review property deed restrictions on city owned properties and provide to Council. (9/29/2022)</i>
10	Sherrie	(3-1-22) Staff to review disproportionate and other fees related to businesses like gas stations (cost of local consent licenses and State liquor sales license). <i>Staff to prepare memo (5/10/22)</i>
11	Ken	(1-4-22) Options for emergency preparedness training for staff including windstorms, landslides, etc. <i>Staff is exploring solutions with Davis County (4/12/22)</i>
12	Ken	(2-16-21) Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. <i>Staff is working on a follow-up report to the City Council.</i>
13	Tyler	Long range monitoring item: (1-3-23) Staff to present an analysis on the 20% resident discount at the Eaglewood Event Center versus 10% or 15% discount, events on weekdays versus weekends, and day versus night rentals. <i>Golf Department will report back on analysis in 2024. (1/10/2023)</i>
14	David, Ken	Long range monitoring item: (3-1-22) Review the park reservation cleaning deposit next year to see if it was effective in relation to damage/cleaning-Staff to provide a study by the end of 2022. <i>Public Works has built a work order system for tracking, reviewing and documenting damages and associated costs made to pavilions and will report back to council in 2023. (4/12/22)</i>
15	Sherrie	Long range monitoring item: (8/3/22) Inventory and evaluation of safe and unsafe locations for bikes, scooters, pedestrians within one year or August 1, 2023. <i>Ali is reviewing active transportation plan and will monitor scooter conflicts and make recommendations on safety improvements. (8/3/2022)</i>