



# CITY OF NORTH SALT LAKE

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## CITY COUNCIL MEETING NOTICE & AGENDA OCTOBER 17, 2023

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **October 17, 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 of Transportation Grade Separation Projects at 1100 North and Center Street
2. Adjourn

### **REGULAR SESSION – 7:00 p.m.**

1. Introduction by Mayor Brian Horrocks
2. Thought or Prayer and Pledge of Allegiance ~ Councilmember Alisa Van Langeveld
3. Citizen Comment
4. Consideration of Request by a Member of the Parks, Arts, Recreation and Trails Advisory Board for a Winter Celebration in 2023, Camille Thorpe
5. Consideration of Resolution 2023-40R: A Resolution Approving a Legal Services Agreement Between Roger Adams and the City of North Salt Lake for Public Defender Legal Services in the City's Justice Court
6. Consideration of Resolution 2023-41R: A Resolution Approving an Extension of a Cell Tower Lease with Crown Castle for Use of Eaglewood Golf Course Property Located at 1110 East Eaglewood Drive
7. Consideration of Resolution 2023-42R: A Resolution Approving an Amendment to Agreement Number 2016-52A, Employment Agreement Between the City of North Salt Lake and Kenneth J. Leetham
8. Consideration of Vehicle Purchase for Public Works in the Amount of \$67,793.05
9. Consideration of Accepting a Grant Award for the State Homeland Security Grant Program (SHSP) to Purchase Police Radios
10. Consideration of Expending Funds on Radios Purchase for Police Department in the Amount Not to Exceed \$28,501.30
11. Approval of City Council Minutes of October 3, 2023
12. Action Items
13. Council Reports

14. City Attorney Report
15. Mayor’s Report
16. City Manager Report
17. 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: October 17 2023 City Council Meeting*

*Time: October 17, 2023, 06:00 PM Mountain Time (US and Canada)*

*Join Zoom Meeting: <https://us02web.zoom.us/j/83571540856>*

*Webinar ID: 835 7154 0856*

**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, certify that copies of the agenda for the City Council meeting to be held October 17, 2023 were posted on the Utah Public Notice Website: <https://www.utah.gov/pmn/>, City’s Website: <https://www.nslcity.org>, and at City Hall: 10 E. Center St. North Salt Lake.

Date Posted: October 16, 2023

  
Wendy Page, City Recorder





# CITY OF NORTH SALT LAKE

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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:** October 17, 2023

**SUBJECT:** Work Session Item

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As you know, we have been reviewing the feasibility of transportation projects that would separate roads from rail corridors at both the 1100 North and Center Street locations. I would like to report on feedback we've received from some of our professional consultants on these projects.



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Brian J. Horrocks  
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Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** October 17, 2023

**SUBJECT:** Consideration of a Request for a Winterfest Event by a Member of the Parks, Trails, Arts and Recreation Advisory Board

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This item is a request from Camille Thorpe, a member of the City's Parks, Trails, Arts and Recreation Board. She submitted the attached document as a part of the request which is to hold a Christmas event on Monday, November 27 at City Hall and the Veteran's Memorial Amphitheater. This request has the support of the Board and several volunteers have been assembled to assist in this event.

Staff does not have a recommendation on this item and has only one concern. This idea is relatively late in the season and though it can be done, we are accustomed to having a little more advanced planning and preparation. However, I would emphasize that if this event is important to the City Council, staff is prepared to work hard to make it a high quality event.

Camille Thorpe will attend the meeting to present this request.

**WINTER FEST NSL 2023**

Objective: To continue a festive winter event at City Hall. Agenda to mirror City 75th Anniversary in 2021 as closely as possible. Many residents have inquired about holding a merry event like this again. This would create an annual event that would keep the WINTERFEST momentum going forward for residents to enjoy at City Hall until Phase(s) of Hatch Park are complete, ETA 2025-6.

Date: Monday, November 27, 2023. Held in conjunction with the City lights being turned on for the Holidays.

Time: 6pm – 8 pm

Place: City Hall, Veteran’s Memorial Amphitheater (southeast corner of Center St. and Main St. intersection).

*“We are excited to invite all residents to celebrate with us that evening for winter fun. This winter party will have something for everyone!”*

Tree Lighting (6:30 pm) Designated trees at City Hall. Future plan is to have schools decorate a tree.

Santa

Hot Cocoa and Treats

Caroling

Entertainment (Ariel fliers c/o Amy Ambler connections, or outdoor movie in background; Polar Express...)

Fire Barrels

Food Trucks

History displays

~~& Fireworks! (7:30 pm)~~ Not this year. Unless budget available. Perhaps in other years.

**Costs**

Staff	Hours	*City Staff Support, Arts/Parks Board & Volunteers
Tree Lighting 6:30	Power	City lights and trees this year.
Hot Cocoa	Donation	Donation request from Lee’s
Entertainment Choices	<b>Tbd</b>	<b>Ariel Fliers, Amy Ambler</b>
		Consent / Safety forms
	<b>Tbd</b>	<b>Or, Movie</b> on screen in background near AmpThr
Santa		Tammy Clayton’s friend, TBD
Caroling / Singing	\$30	No cost. Or some printed lyrics
Fire Barrels	Fuel	Use 75 <sup>th</sup> Anniversary barrels.
Music	Tbd	DJ and sound for movie
Social Media, Advertise, NSL Event sign	City	Event sign updated
<i>Fireworks 7:30</i>	<i>\$1, 000</i>	<i>If not this year, the next and the next!</i>

**\*Proposed by NSL Arts Work Group. Amy Ambler, Laura Call, Janette ##, Camille Thorpe**

**\*Approved by Arts, Parks, and Trails Board - September 26, 2023, meeting. Tammy C, Dallas S, Kyle P, Camille T (absent: Ted K and Jeff S)**



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Brian J. Horrocks  
Mayor

Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** October 17, 2023

**SUBJECT:** Consideration of Resolution No. 2023-40R: A Resolution Approving a Legal Services Agreement Between Roger Adams and the City of North Salt Lake for Public Defender Legal Services in the City's Justice Court.

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### **RECOMMENDATION**

I recommend approval of Resolution No. 2023-40R: A Resolution Approving a Legal Services Agreement Between Roger Adams and the City of North Salt Lake for Public Defender Legal Services in the City's Justice Court.

### **BACKGROUND**

During the course of reviewing and taking action recently on the City's contract for Prosecution Services in the Justice Court, the question was asked concerning the status of a contract for Public Defender Services. City staff located an agreement for such services, but could not verify that it was ever approved by a previous City Council or executed by either party.

The attached resolution, if approved, will memorialize the current employment arrangement that the Justice Court has with Roger Adams of the law firm McConkie Collinwood Adams for public defender legal services. Mr. Adams does an excellent job in our Justice Court and works well with clients, prosecutors and Court personnel in carrying out prompt and effective public defender services.

The City currently pays Mr. Adams \$1,500 monthly for services and \$1,000 as a fee if he serves during a jury trial (infrequently).

### **PROPOSED MOTION**

I move that the City Council approve Resolution No. 2023-40R: A Resolution Approving a Legal Services Agreement Between Roger Adams and the City of North Salt Lake for Public Defender Legal Services in the City's Justice Court.

**RESOLUTION NO. 2023-40R**

**A RESOLUTION APPROVING A LEGAL SERVICES  
AGREEMENT BETWEEN ROGER ADAMS AND THE  
CITY OF NORTH SALT LAKE FOR PUBLIC DEFENDER  
LEGAL SERVICES IN THE CITY'S JUSTICE COURT**

**WHEREAS**, the Governing Body of the City of North Salt Lake operates a municipal justice court under the laws of the State of Utah and is required to provide public defender legal services; and

**WHEREAS**, the City has employed Roger Adams of the law firm McConkie Collinwood Adams as a public defender and desires to memorialize that relationship by adopting a legal services agreement; and

**WHEREAS**, the Governing Body of the City of North Salt Lake finds that it is in the City's best interests and promotes the general health, safety and welfare of the public to approve the attached agreement for public defender legal services.

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

Section 1. The attached Legal Services Agreement between Roger Adams of the law firm McConkie Collinwood Adams is hereby approved.

Section 2. The City's Court Supervisor is hereby authorized to sign the attached agreement on behalf of the City of North Salt Lake.

Section 3. Effective Date. This resolution shall become effective immediately.

**APPROVED AND ADOPTED** by the City of North Salt Lake, Utah, on this 17<sup>th</sup> day of October, 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	_____

## LEGAL SERVICES AGREEMENT

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This Legal Services Agreement (the "Agreement") is made as of this 17<sup>th</sup> day of October, 2023 (the "Effective Date") by and between Roger Adams of McConkie Collinwood Adams and City of North Salt Lake ("NSL"), (each, a "Party" and collectively, the "Parties"). The Parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

**SECTION 1 – SCOPE OF WORK:** Roger Adams will perform such Public Defender legal services as required by NSL to complete legal services in an acceptable manner the tasks contemplated or otherwise required herein. Roger Adams will perform his duties under this Contract with the care, skill, prudence and diligence that a reasonable, careful, skillful, prudent and diligent person would exercise in similar circumstances.

**SECTION 2 – Term:** Roger Adams' contracted employment under this Agreement shall begin on henceforth and shall continue until such time in which NSL provides a written termination to Roger Adams or his firm.

Roger Adams may terminate this agreement by providing a written termination providing NSL with 30 days notice.

**SECTION 3 – PAYMENTS:** Roger Adams, or in the alternative a member of his firm, agrees to perform all work assigned by NSL. Monthly, NSL will compensate Roger Adams of McConkie Collinwood Adams with a flat fee of \$1500 for General Public Defender services. This will include all client meetings, pre-trial conferences, bench trials and any other general legal services required to serve those in need of a public defender by and through NSL Justice court.

Roger Adams will receive an additional flat fee of \$1000 for any jury trial.

**SECTION 4 – PROHIBITION OF ASSIGNMENT:** Roger Adams, or in the alternative an attorney from his firm, shall not assign, subcontract or transfer any services, obligations, or interest in this Contract without prior written consent of NSL as authorized in a Change Order. Any such approved assignment or subcontract shall be subject to each provision of this Contract and any procurement procedures required by NSL, the State of Utah, or the United States. In the event of an approved subcontract, NSL shall continue to hold McConkie Collinwood Adams responsible for proper performance of McConkie Collinwood Adams' obligations under this Contract.

**SECTION 5 – DISPUTES:** Any disputes or misunderstandings that may arise under this Contract concerning McConkie Collinwood Adams' performance shall first be resolved through amicable negotiations, if possible, between Roger Adams of McConkie Collinwood Adams and NSL's City Manager. If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to, alternate dispute resolution processes.

This Contract shall be construed and interpreted in accordance with the laws of the State of Utah.

**SECTION 6 – COMPLIANCE WITH LAWS:** In performing the work and providing the services under this Contract, McConkie Collinwood Adams shall comply with all applicable laws of the United States, the State of Utah; and the City of North Salt Lake; and the applicable rules, regulations, orders and directives of their administrative agencies and officers thereof.

**SECTION 7 – INDEMNIFICATION:** McConkie Collinwood Adams agrees to indemnify and hold NSL, its commissioners, officers, agents, employees harmless from any and all suits, claims, costs, including claims for wages and employment benefits, taxes or liabilities of any sort, including costs and expense for, or on account of injuries or damages arising from acts or omissions of McConkie Collinwood Adams committed in connection with the services to be provided

pursuant to this Contract. If an action is brought against NSL, which action arises from services provided pursuant to this Contract, McConkie Collinwood Adams shall, upon notice, defend same at its sole cost. McConkie Collinwood Adams agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents.

**SECTION 8 – COMPLETE CONTRACT:** This Contract shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof Shall be valid unless reduced to writing and signed by the parties as a Change Order to this Contract.

**SECTION 9 – EXECUTION AND ACCEPTANCE:** This Contract may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. McConkie Collinwood Adams does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this Contract.

Roger Adams  
Law Firm of McConkie Collinwood Adams

City of North Salt Lake  
Justice Court

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** October 17, 2023

**SUBJECT:** Consideration of Resolution No. 2023-41R: A Resolution Approving an Extension of a Cell Tower Lease with Crown Castle for Use of Eaglewood Golf Course Property Located at 1110 East Eaglewood Drive

---

### **RECOMMENDATION**

I recommend approval of Resolution No. 2023-41R: A Resolution Approving an Extension of a Cell Tower Lease with Crown Castle for Use of Eaglewood Golf Course Property Located at 1110 East Eaglewood Drive.

### **BACKGROUND**

This item is the extension of an existing lease agreement (see attached) that is set to expire in February of 2024. The subject lease covers one of the flagpoles located at the intersection of Eaglewood and Eagleridge Drives as shown in the attached photo. The proposed resolution authorizes the Mayor to sign a new twenty-year lease agreement which has not yet been prepared, but will be if the Council approves the resolution.

The current monthly payment of \$1,749 will increase with the extension to \$2,011.36 (a 15% increase). Staff has reviewed payment data of surrounding cell tower leases and found the following information:

For 17 towers within 5 miles, the average monthly payment is \$1,693  
For 52 towers within 10 miles, the average monthly payment in \$1,600

The lease also allows for 40% of future revenues from other carriers who collocate to be paid to the City. At the present time, there is not space available for that to occur. With technology changes, future collocation may be possible.

Staff is supportive of this extension as it has been a dependable source of revenue for the Golf Enterprise Fund. This particular tower is also very compatible with the aesthetic quality of the facility and presents no disruption or reduction in the quality of our golf or reception services.

**Special Note:** The proposed extension agreement has not been prepared or included in this material. The agreement attached to this memorandum is the existing agreement and will expire in February, 2024 if not extended. The Resolution, if approved, authorizes the Mayor to execute an extension agreement without further review by the City Council.

### **PROPOSED MOTION**

I move that the City Council approve Resolution No. 2023-41R: A Resolution Approving an Extension of a Cell Tower Lease with Crown Castle for Use of Eaglewood Golf Course Property Located at 1110 East Eaglewood Drive.



Site Name: EAGLEWOOD

Site I. D. - SL03XC592  
SL13XCS

1. Premises and Use. Owner leases to Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the site ("Site") described below:

[Check appropriate box(es)]

XX Land consisting of approximately 1,600 square feet upon which SSLP will construct its XX equipment base station and XX antenna structure;

- Building interior space consisting of approximately \_\_\_\_\_ square feet;
- Building exterior space for attachment of antennas;
- Building exterior space for placement of base station equipment;
- Tower antenna space between the \_\_\_\_\_ foot and \_\_\_\_\_ foot level on the Tower.

XX Space required for cable runs to connect PCS equipment and antennas,

in the location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owner's other tenants. SSLP will have access to the Site twenty-four (24) hours per day, seven (7) days per week.

2. Term. The term of this Agreement (the "Initial Term") is five years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically renewed for four additional terms (each a "Renewal Term") of five years each, unless SSLP provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

3. Rent. Until the earlier of (a) that date which is 30 days after the issuance of a building permit, or (b) the first day of the month following the commencement of the physical preparation of the Site, the rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, annual rent will be \$12,000.00 (until increased as set forth herein), partial years to be prorated, in advance beginning on the Commencement Date or the end of the \$100.00 period, whichever is later. The foregoing notwithstanding, if the payment of the higher monthly rent amount has not already commenced, the period covered by the \$100.00 payment shall terminate and SSLP shall commence paying the higher monthly rent amount not later than five (5) months after the execution hereof by both parties. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by Fifteen percent (15%).

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner will not have unsupervised access to the Site or to the PCS equipment.

5. Assignment/Subletting. SSLP may assign or transfer this Agreement or sublet all or any portion of the Site without the prior written consent of Owner.

6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise required by law.

7. Improvements. SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove all of its equipment, equipment cabinet (situated within the base) and personal property situated on the Site. However, the monopole base, the three (3) monopole towers, the landscaping and other similar fixture improvements constructed by SSLP shall not be removed but shall thereafter belong to and be owned by Owner.

8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will substantially comply with all applicable laws relating to its possession and use of the Site.

9. Interference. SSLP will resolve technical interference problems with other equipment located at the Site on the Commencement Date or any equipment that becomes attached to the Site at any future date when SSLP desires to

add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site.

10. Utilities. Owner represents that utilities adequate for SSLP's use of the Site are available. SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. Termination. SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30 day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30 day period and proceeds with due diligence to fully cure the default.

13. Indemnity. Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after the Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SSLP from the holder of any such mortgage or deed of trust.

16. Taxes. SSLP will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SSLP will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SSLP within sixty (60) days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of Owner of which the Site is a part.

17. Insurance. SSLP will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.

18. Maintenance. SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by

SSLP to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

**Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this agreement; (b) This Agreement is governed by the laws of the State in which the Site is located; (c) If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B. (d) This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and oral agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is void invalid or unenforceable, will not be affected and each provision of this agreement will be valid and enforceable to the fullest extent permitted by law; and (f) The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of this agreement: Exhibits A, A-1, B, C and D.

OWNER: CITY OF NORTH SALT LAKE, A Municipal Corporation

By: James W. Dixon  
Its: JAMES W. DIXON, Mayor

Tax No.: \_\_\_\_\_

Address: 20 South U.S. Highway 89  
North Salt Lake City, UT 84054

Date: \_\_\_\_\_

SPRINT SPECTRUM L.P., a Delaware limited partnership

By: Mike Todd  
Its: \_\_\_\_\_

Address: 4683 Chabot Drive, Suite 100  
Pleasanton, CA 94588

**SPRINT SPECTRUM L.P.**  
**MIKE TODD**  
**DIRECTOR SITE DEVELOPMENT**

Date: 2/27/01

Attach Exhibit A - Site Description and Exhibit B - Memorandum of PCS Site Agreement

Version 3

EXHIBIT A

March 97

Site Name: EAGLEWOOD

Site Description

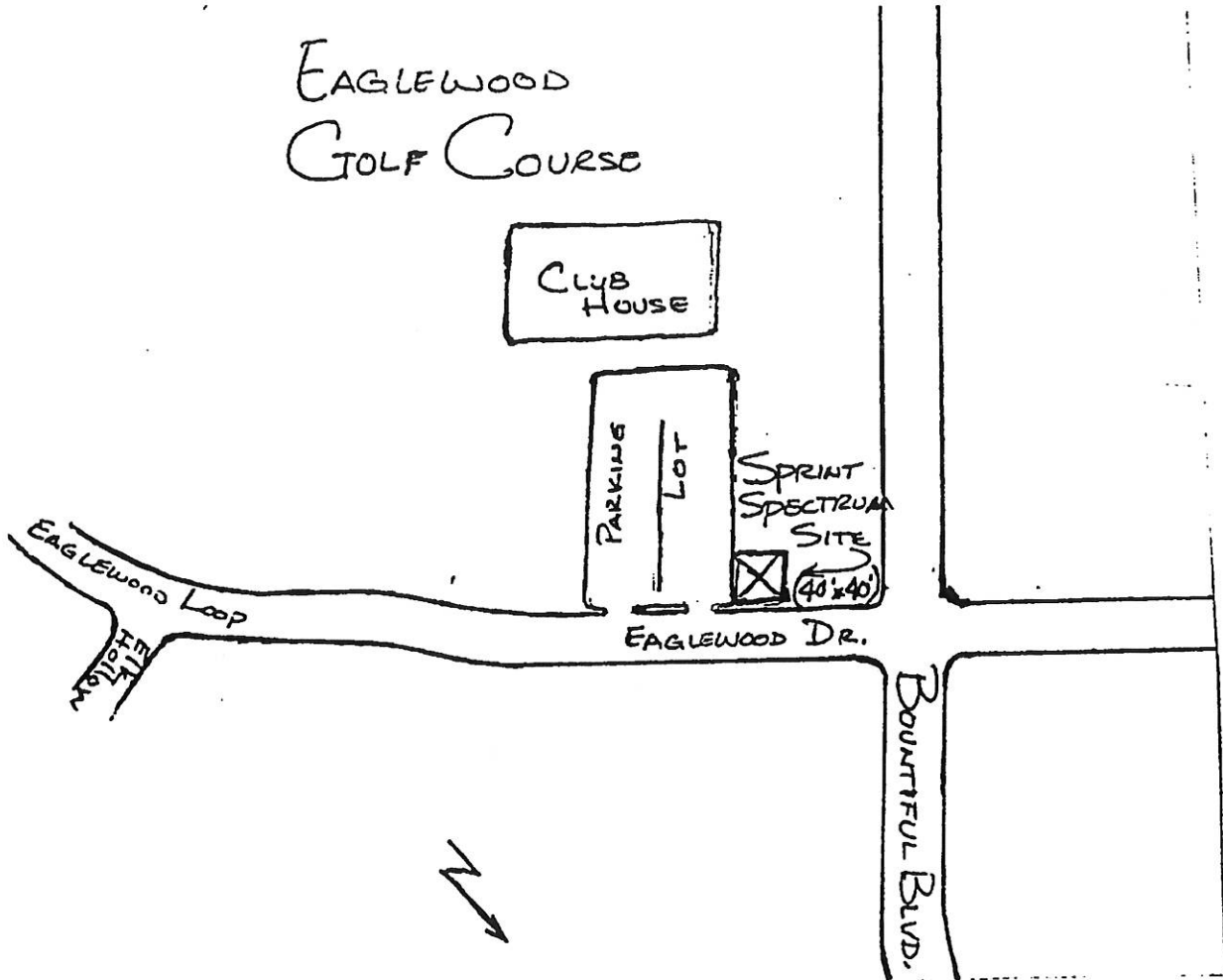
Site I. D. SL03XC582

Site situated in the City of North Salt Lake, County of Salt Lake, State of Utah commonly described as follows:

Legal Description:

SEE EXHIBIT 'A-1' ATTACHED HERETO AND INCORPORATED BY REFERENCE.

Sketch of Site:



Owner Initials JWD

SSLP Initials mtb

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

\*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

EXHIBIT "A-1"

THAT CERTAIN REAL PROPERTY situated in Salt Lake County, State of Utah  
and being more particularly described as follows:

A parcel of land located in the Southwest Quarter and the Northwest Quarter of Section 7, Township 1 North, Range 1 East, Salt Lake Base and Meridian, and the Southeast Quarter of Section 12, Township 1 North, Range 1 West, Salt Lake Base and Meridian, described as follows:

COMMENCING at the West Quarter corner of said Section 7; thence South  $01^{\circ}17'45''$  East along the section line 762.48 feet to the true point of beginning; said point lies on the southeasterly right of way line of Bountiful Boulevard; thence along said right of way line North  $42^{\circ}31'44''$  East 120.10 feet to the beginning of a curve to the right; said curve having a central angle of  $21^{\circ}11'33''$  a radius of 964.00 feet and a chord which bears North  $53^{\circ}07'31''$  East 354.52 feet; thence along the arc of said right of way curve 356.56 feet to the beginning of a reverse curve to the left; said curve having a central angle of  $25^{\circ}28'17''$ , a radius of 1036.00 feet and a chord which bears North  $50^{\circ}59'10''$  East 456.79 feet; thence along the arc of said right of way curve 460.56 feet to the point of tangency; thence continuing along said right of way line North  $38^{\circ}15'00''$  East 1125.00 feet to the beginning of a curve to the right; said curve having a central angle of  $90^{\circ}00'00''$ , a radius of 20.00 feet and a chord which bears North  $83^{\circ}14'21''$  East 28.29 feet; thence along the arc of said right of way curve 31.42 feet to the point of tangency; said point lies on the southerly right of way line of Eaglewood Loop; thence South  $51^{\circ}45'00''$  East along said right of way line 340.00 feet to a point at the North corner of the U.G.A. property; thence South  $38^{\circ}14'42''$  West along said property 115.00 feet to a point at the West corner of said property; thence South  $49^{\circ}22'49''$  East along said property line 137.94 feet to a point at the South corner of said property; thence North  $51^{\circ}47'47''$  East along said property line 115.00 feet to a point at the East corner of said property; said point lies on the southwesterly right of way line of Eaglewood Loop, said point also intersects a curve to the right; said curve having a central angle of  $33^{\circ}32'16''$  a radius of 320.00 feet and a chord which bears South  $21^{\circ}26'06''$  East 184.65 feet; thence along the arc of said right of way curve 187.31 feet to the beginning of a reverse curve to the left; said curve having a central angle of  $25^{\circ}30'24''$ , a radius of 539.26 feet and a chord that bears South  $17^{\circ}25'16''$  East 238.08 feet; thence along the arc of said right of way curve 240.06 feet to the beginning of a reverse curve to the right; said curve having a central angle of  $39^{\circ}16'23''$  a radius of 270.00 feet and a chord that bears South  $10^{\circ}32'07''$  East 181.47 feet; thence along the arc of said right of way curve 185.07 feet to the beginning of a reverse curve to the left; said curve having a central angle of  $20^{\circ}49'33''$  a radius of 430.00 feet and a chord that bears South

01°18'44" East 155.44 feet; thence along the arc of said right of way curve 156.30 feet to the beginning of a reverse curve to the right; said curve having a central angle of 46°10'35", a radius of 320.00 feet and a chord which bears South 11°21'49" West 250.97 feet; thence along the arc of said right of way curve 257.90 feet to the beginning of a reverse curve to the left, said curve having a central angle of 23°40'23", a radius of 380.00 feet and a chord which bears South 11°50'11" West 155.89 feet; thence along the arc of said right of way curve 157.01 feet; thence South 23°40'23" West 304.75 feet; thence South 59°30'00" West 594.53 feet; thence South 00°29'32" East 70.00 feet to the Southwest sixteenth corner of said Section 7; thence South 88°59'54" West along said sixteenth line 1175.16 feet to a point which lies on the relocated easterly right of way line of Eaglewood Loop; said point intersects a curve to the right; said curve having a central angle of 12°17'48", a radius of 225.00 feet and a chord which bears North 8°49'59" West 48.18 feet; thence along the arc of said right of way curve 48.27 feet to the beginning of a reverse curve to the left; said curve having a central angle of 48°12'55", a radius of 225.00 feet and a chord which bears North 26°48'07" West 183.80 feet; thence along the arc of said right of way curve 189.34 feet to the point of tangency; thence continuing along said right of way line, North 50°54'34" West into said Section 12, 54.11 feet to the beginning of a curve to the left having a radius of 280.00 feet, thence along the arc of said curve 25.91 feet, thence North 42°28'09" West 146.88 feet to a point of tangency with a 30 feet radius curve to the right, thence along the arc of said curve 44.51 feet, thence to the point of tangency; said point lies on the relocated Southerly right-of-way line of Bountiful Boulevard; thence North 42°31'44" East along said right of way line 192.79 feet to the true point of beginning.

Version 3

**EXHIBIT B**

March 97

Site Name: EAGLEWOOD

**PCS Site Agreement**

Site I. D. 582

**Memorandum of PCS Site Agreement**

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated \_\_\_\_\_, 1999, between THE CITY OF NORTH SALT LAKE ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at approximately 1110 East Eaglewood Dr., City of North Salt Lake, County of Salt Lake, State of Utah, 84054 within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on February 22, 1999, which term is subject to four (4) additional five (5) year extension periods by SSLP.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

**"OWNER"**

**"SSLP"**

THE CITY OF NORTH SALT LAKE, A Municipal Corporation

Sprint Spectrum L.P., a Delaware limited partnership

By: \_\_\_\_\_

Name: JAMES W. DIXON

Title: MAYOR

Address: 20 South U.S. Highway 89  
North Salt Lake City, UT 84054

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 4683 Chabot Drive, Suite 100  
Pleasanton, CA 94588

Attach Exhibit A - Site Description

OWNER NOTARY BLOCK:

STATE OF UTAH

COUNTY OF SALT LAKE

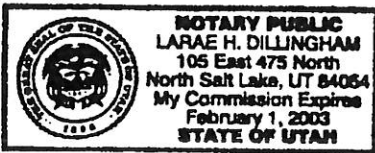
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 1999, by JAMES W. DIXON, as Mayor of the City of North Salt Lake, a Municipal Corporation, on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

Larae H. Dillingham  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF Utah

My commission expires: 2-1-03

Larae H. Dillingham  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER: \_\_\_\_\_



SPRINT SPECTRUM L.P. NOTARY BLOCK:

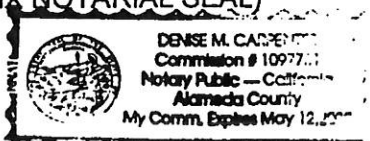
STATE OF CALIFORNIA

COUNTY OF ALAMEDA

The foregoing instrument was acknowledged before me this 26 day of February, 1999, by Michael Todd, Director of Sprint Spectrum, L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.

(AFFIX NOTARIAL SEAL)

Denise M. Carpenter  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC—STATE OF CA



My commission expires: 5/12/00

Denise M. Carpenter  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Version 3

EXHIBIT C

March 97

Site Name: EAGLEWOOD

PCS Site Agreement

Site I. D. 582

DESIGN OF IMPROVEMENTS

The improvements that SSLP constructs shall, in part, consist of three (3) monopole-type towers that are designed to appear as flagpoles and can be used as such. Two of the monopoles will be approximately thirty-five feet (35') high and the third monopole will be approximately forty feet (40') high above ground level after installation. They will be installed in a line with the taller pole being placed in the middle of the other two. SSLP's telecommunications antennae will be installed inside each of the monopoles such that the antennae will not be visible from the outside. All three monopoles shall be installed and erected upon a common base that measures approximately ten feet (10') high by ten feet (10') wide by ten feet (10') long. SSLP's equipment and equipment cabinet will be placed within such base with access thereto being located at the front of the base. The front exterior side of the base will be covered by a rock veneer at SSLP's expense. Further, SSLP shall pay Owner the sum of \$1,000.00 towards the design, purchase and installation costs for Owner to place its name and logo on the base. Owner shall be responsible for such design, purchase and installation. SSLP will be given a copy of the plans and an opportunity to object beforehand if Owner's planned construction and installation will interfere with SSLP's telecommunications operations on the Site. SSLP will also construct and install at its expense appropriate outdoor lighting on the Site such that the flags will not be required to be taken down at night if Owner so chooses. However, Owner shall pay for all electricity and maintenance expenses associated with operating and maintaining such lights. SSLP will also landscape the Site in a reasonable and appropriate manner with suggestions from Owner.

Owner Initials

JWR

SSLP Initials

MT

Version 3

**EXHIBIT D**

March 97

Site Name: **EAGLEWOOD**

**PCS Site Agreement**

Site I. D. **SL03XC582**

**USE OF RENTAL PAYMENTS BY OWNER**

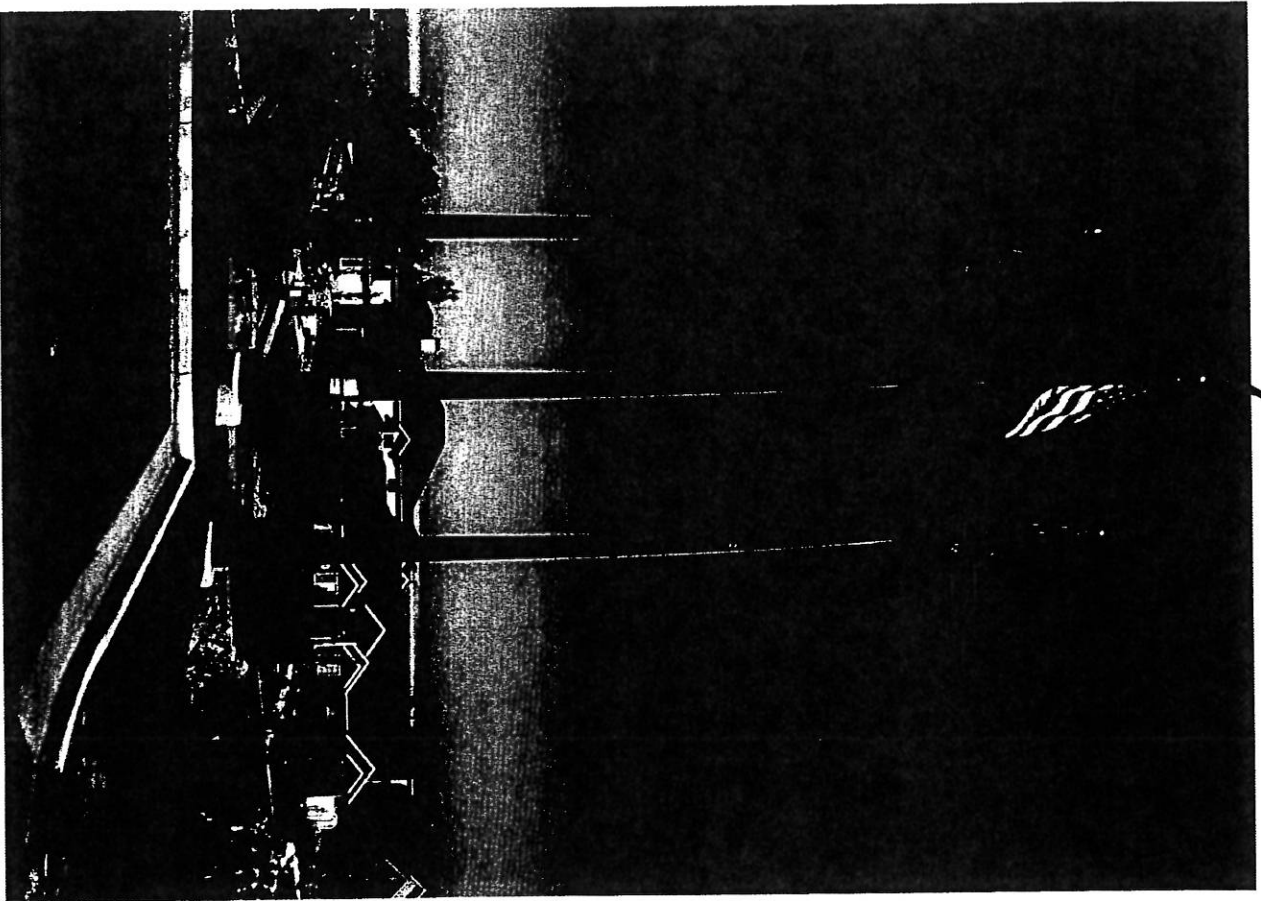
All rental payments and other compensation paid by SSLP to Owner shall be used by Owner only for the direct benefit of the Eaglewood Golf Course and shall not be used in nor become a part of the general funds of the Owner without the prior written consent of Eaglewood Development, L.C., a Utah Limited Liability Company, (formerly known as "Eaglewood Development, Ltd.") and MRF Family Limited, a Utah Limited Partnership, or their respective successors in interest.

Owner Initials

JWD

SSLP Initials

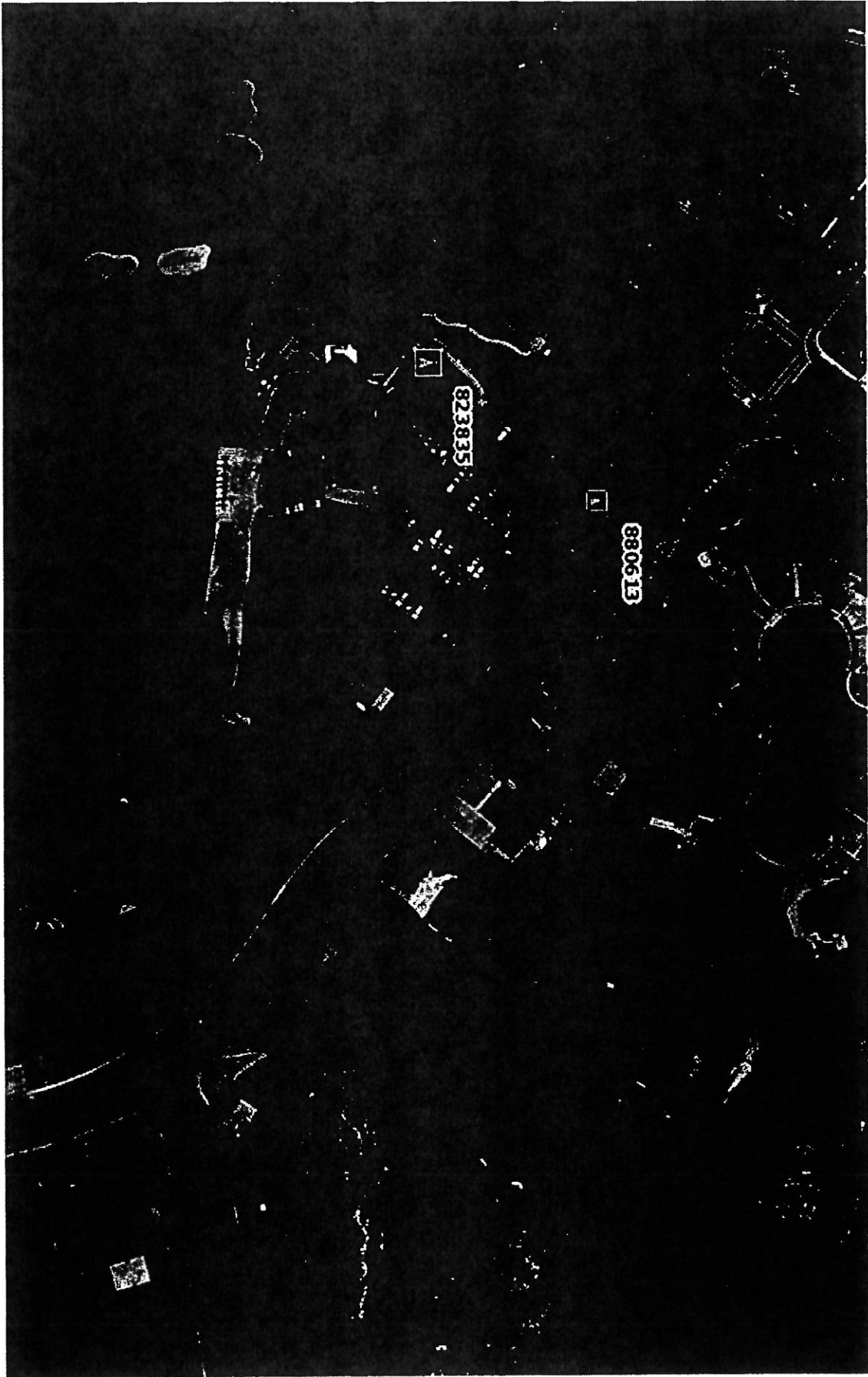
MTD



Private

no sub tenants  
or co-locations  
per crown castle  
7-28-15

Site 880613  
Expires 2024  
(entrance to  
golf course)  
This is the site that needs more  
time added to the current lease





# 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:** October 17, 2023

**SUBJECT:** Consideration of Resolution No. 2023-42R: A Resolution Approving An Amendment To Agreement Number 2016-52A, Employment Agreement Between the City of North Salt Lake and Kenneth J. Leetham

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### RECOMMENDATION

I recommend approval of Resolution No. 2023-42R: A Resolution Approving An Amendment To Agreement Number 2016-52A, Employment Agreement Between the City of North Salt Lake and Kenneth J. Leetham

### BACKGROUND

For the past seven years, it has been my privilege to serve as the City Manager for the great City of North Salt Lake. When I was initially hired, the City Council approved the attached employment agreement and it has worked very well for our mutual benefit. At that time, the Council also decided to limit a portion of that agreement to seven years. My request to the current Council is that you consider an amendment to our employment agreement which would extend that specific provision as explained in this memo and the attached resolution.

According to Paragraph 2(f) of the attached agreement, I receive regular cost of living adjustments and merit increases on the same schedule as all other employees. After November 15, 2023 or seven years from the date of the agreement, this provision changes to indicate the Governing Body shall determine future increases in compensation on an annual basis. The proposed Resolution repeals the existing Paragraph 2(f) and replaces it with a new provision that allows for a continuation of how salary increases are determined until February 1, 2028.

This proposed contract amendment would provide me with a great deal of stability and security. It would be extremely beneficial to me to be able to have as much certainty and predictability as possible during the next four years of employment. This is because my last years of employment within the Utah Retirement System will have everything to do with my level of post-retirement income.

If approving a new provision is concerning to any of you, please consider that the existing provision provides an excellent method for the Governing Body to withhold salary adjustments from the City Manager. Paragraph 2(f) says the Governing Body may withhold salary adjustments upon making a performance-based finding that the City Manager is not meeting the Council's performance expectations. That provision discussing performance-based findings also expires on November 15 and so the proposed new paragraph keeps that language in the agreement. I strongly support the idea that a failure to perform or meet the Council's expectations should result in a wage freeze, discipline and even dismissal when poor performance continues.

Serving the citizens of North Salt Lake, working side by side with you and many other elected officials, and working with amazing co-workers has been the greatest professional challenge and experience of my work life. I love working for you and with you as we all collaborate on providing services and governing at our best. I appreciate the high standards we work under and the lofty objectives that you as elected officials continue to express to me. North Salt Lake is a fantastic organization and I thank you in advance for considering this amendment request.

#### **POSSIBLE MOTION**

I move that the City Council approve Resolution No. 2023-42R: A Resolution Approving An Amendment To Agreement Number 2016-52A, Employment Agreement Between the City of North Salt Lake and Kenneth J. Leetham.

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into by and between the City of North Salt Lake, a municipal corporation, herein referred to as the "City" and Kenneth J. Leetham, an individual residing at 5350 South Edgewood Circle, Holladay, Utah, 84117, hereinafter referred to as the "City Manager."

WITNESSETH

WHEREAS, the City has heretofore established the office of the City Manager to increase the order and professionalism of the City's administrative functions and to allow for more efficient delivery of strategic planning and administrative services and to promote the health, safety and welfare of City residents; and,

WHEREAS, the parties hereto desire to enter into this employment agreement in order to set forth in writing the mutual understandings of the terms of the City Manager's employment.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the sufficiency of which is hereby acknowledged, the parties, the City of North Salt Lake and Kenneth J. Leetham hereby enter into this employment agreement and agree as follows:

1. EMPLOYMENT AND EXTENT OF SERVICES:

- a. The City hereby employs, engages and hires the City Manager to perform and carry out the powers, duties and functions of the office of the City Manager beginning on January 4, 2017. The City Manager shall, in a careful and professional manner, provide the services and perform the general duties of a professional municipal manager, and such specific duties as described in the ordinances of the City or other duties as assigned by the City of North Salt Lake Governing Body.

2. COMPENSATION:

- a. The City shall pay the City Manager for his services an annual base salary of \$138,495 which is his current annual salary.
- b. The City currently pays and shall continue to pay the City Manager a car allowance of not less than five hundred dollars (\$500) per month. The City Manager shall furnish a suitable vehicle for his use in connection with his duties under this agreement. The City shall not pay the City Manager for mileage, repairs, maintenance or any other sums in connection with his transportation unless specifically allowed by the City's travel policies related to travel outside of the City.
- c. The City currently pays and shall continue pay the City Manager a phone allowance of not less than eighty-five (\$85) per month. The City Manager shall furnish a suitable phone for his use in connection with his duties under this agreement.

- d. The City shall pay the costs and provide to the City Manager the same benefits provided to all other employees including, but not limited to, health insurance premiums, public employee retirement contributions, deferred compensation retirement contributions, accrual of sick leave, reasonable reimbursable expenses as may be provided by standard City policy (except as otherwise specified in this agreement) and any other benefits which may be added or changed from time to time and which apply to all other City employees.
- e. The City Manager shall accrue four (4) weeks of vacation leave with pay annually. The maximum amount of vacation leave that the City Manager may accrue from calendar year to calendar year is 320 hours. In the case of separation of employment, the maximum payout of unused vacation hours shall be 320 hours. This accrual rate may increase from time to time as the City Manager becomes eligible for additional vacation leave based upon his years of service as allowed in the City's adopted Personnel Policies and Procedures Manual.
- f. For seven (7) years from the date of this agreement, the City Manager shall be eligible to receive the same annual cost of living and merit increases as all other full-time employees, based upon existing or future policies dictated by the Governing Body. At the time of this Agreement, the Governing Body sets and approves the rate of the annual cost of living adjustment for all employees during the adoption of its annual budget; and, annual merit increases are currently set at 2% for all employees who qualify for a merit increase. The Governing Body may elect to withhold these increases if they make a performance-based finding that the City Manager is not meeting their performance expectations or if they suspend such increases from time to time for all employees. At the end of seven (7) years, the Governing Body shall determine the City Manager's increases on an annual basis.

### 3. TERMINATION OF EMPLOYMENT:

- a. The Governing Body of the City may terminate the City Manager's employment at any time and for any reason. If the Governing Body terminates the City Manager's employment for any reason other than malfeasance in office, then the City shall pay to the City Manager a severance payment equal to six (6) months of the City Manager's annual salary. If the Governing Body finds that the City Manager, in the performance of his duties, is guilty of malfeasance, then no severance payment is required by this agreement.

### 4. OFFICE, TIME SPENT, ETHICS, CONFLICTS OF INTEREST:

- a. The City Manager shall maintain an office in the City offices and, as an exempt employee, shall spend such time in the performance of the duties of the City Manager as is necessary or may be required from time to time by the Governing Body, but not less than forty (40) hours per week.

- b. The City agrees to pay the professional association annual dues and membership fees for the City Manager including, but not limited to, the American Planning Association and the International City Management Association. The City also agrees to pay the costs, subject to prior budgetary approval of the Governing Body, of annual conferences and training opportunities that may be related to the duties of the City Manager. The City Manager will be allowed to attend all authorized conferences as part of his regular duties.
- c. The City Manager shall be deemed an employee of the City and shall, unless otherwise provided for in this agreement, be subject to all City ordinances together with all provisions of the City's adopted Personnel Policies and Procedures Manual.
- d. The City Manager shall abide by the City Code and all other applicable legislation pertaining to any conflict of interest or any other applicable ethics standards.


5. MISCELLANEOUS ISSUES:

- a. No condition of this agreement may be waived except with the express written consent of the parties.
- b. This agreement shall constitute a contract and shall be governed as such by the laws of the State of Utah. This writing constitutes the entire agreement concerning the employment arrangements between the parties and shall, as of the date hereof, supersede all other agreements between the parties pertaining to employment of the City Manager except as may be set forth in the Ordinances of the City. This agreement may be amended from time to time in writing when signed by the parties hereto.
- c. This agreement shall inure to the benefit of, and be binding upon, the City and the City Manager and their respective heirs, officers, representatives or successors in interest. The City Manager's rights in this agreement are personal and may not be assigned.

Approved this 15 day of Nov., 2016

City of North Salt Lake:


City Manager:



Leonard K. Arave, Mayor



Kenneth J. Leetham



City Recorder

**RESOLUTION NO. 2023-42R**

**A RESOLUTION APPROVING AN AMENDMENT TO  
AGREEMENT NUMBER 2016-52A, EMPLOYMENT  
AGREEMENT BETWEEN THE CITY OF NORTH SALT  
LAKE AND KENNETH J. LEETHAM**

**WHEREAS**, the Governing Body of the City of North Salt Lake hired and entered into an employment agreement with Kenneth J. Leetham, City Manager, on November 15, 2016; and

**WHEREAS**, certain provisions of that employment agreement expire seven (7) years after the date of the Agreement or on November 15, 2023; and

**WHEREAS**, the parties to that agreement, namely the Governing Body of the City and the City Manager, now desire to amend the agreement such that certain provisions stay in effect until February 1, 2028; and

**WHEREAS**, the Governing Body of the City of North Salt Lake finds that approving this amendment will be beneficial to the City and to the employment terms of the City Manager.

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

Section 1. Paragraph 2(f) of Agreement Number 2016-52A is hereby repealed and replaced by a new Paragraph 2(f) as shown in the attached Exhibit A.

Section 2. All other provisions of Agreement Number 2016-52A remain in effect, as approved and executed by the parties to the original agreement.

Section 3. Effective Date. This resolution shall become effective immediately.

**APPROVED AND ADOPTED** by the City of North Salt Lake, Utah, on this 17<sup>th</sup> day of October, 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	_____

## **Exhibit A**

### **2. COMPENSATION**

- f. Until February 1, 2028, the City Manager shall be eligible to receive the same annual cost of living and merit increases as all other full-time employees, based upon existing or future policies dictated by the Governing Body. At the time of this Agreement, the Governing Body sets and approves the rate of the annual cost of living adjustment for all employees during the adoption of its annual budget; and, annual merit increases are currently set at 2% for all employees who qualify for a merit increase. The Governing Body may elect to withhold these increases if they make a performance-based finding that the City Manager is not meeting their performance expectations or if they suspend such increases from time to time for all employees. After February 1, 2028, the Governing Body shall determine the City Manager's increases on an annual basis.



# NORTH SALT LAKE PUBLIC WORKS

10 East Center Street  
North Salt Lake, Utah 84054  
801-335-8700  
[www.nslcity.org](http://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:** October 17, 2023  
**SUBJECT:** Vehicle Purchase

## STAFF RECOMMENDATION

Staff recommends the purchase of a 2024 Ford F-550 Single Cab Chassis under State of Utah Cooperative Contract MA3794 from Larry H. Miller Auto for the price of \$67,793.05

## BACKGROUND

The budget adjustment for this truck was approved in a previous council meeting since it was inadvertently left out of the FY 2023-24 budget. This vehicle will be purchased in the general fleet fund for use in the parks department. This truck will not be replacing a vehicle and will be an addition to the fleet. In 2016 council approved the replacement of a 2001 Ford F-550. A new truck was purchased and equipped with a dump bed and plow. Growth in the public works department created a need for an additional vehicle and the 2001 Ford F-550 was used to fill this need and was never sold.

In addition to regular parks maintenance, this vehicle will be equipped with a dump bed front plow and spreader controls to be used as an additional plow vehicle in the winter months. Upfitting for this vehicle is not included with this pricing

## POSSIBLE MOTION

I move that the City Council approve the purchase of a 2024 Ford F-550 Single Cab Chassis under State of Utah Cooperative Contract MA3794 from Larry H. Miller Auto for the price of \$67,793.05



# CITY OF NORTH SALT LAKE

## Police Department



10 East Center Street, North Salt Lake, Utah 84054 • (801)335-8650 Fax: (801)335-8679

BRIAN J. HORROCKS

Mayor

KEN LEETHAM

City Manager

CRAIG BLACK

Chief of Police

**To:** Honorable Mayor and City Council of North Salt Lake  
**From:** Craig Black, Chief of Police  
**Date:** October 11, 2023  
**Re:** Acceptance of FEMA Award of \$27,000 to Purchase Police Radios

### **Recommendation**

Staff recommends the City Council authorize the Mayor to sign and accept a \$27,000 Federal Emergency Management Agency funded grant to purchase police radios.

### **Background**

North Salt Lake Police Department applied for a federally funded grant from the State of Utah Department of Emergency Management and Department of Public Safety to purchase radios that are P25 compliant as the State of Utah transitions to a public safety communication system currently underway and projected to be fully implemented by 2024.

It has been about twelve (12) years since the department purchased and replaced handheld radios for most of the department. In-Car (mobile) radios have not been replaced across the board in at least 15 years (there have been some individual radio purchases with the hiring of new officers since that time). When the last replacement period occurred, there was information about the future transition to the P25 system (the name of the system was not known at that time) presented to the City Council, and the hope those hand-held (portable) radios would be able to work within the new system. At this time, there is a possibility that a short term "fix" will be able to occur as the old communication platform is taken down and replaced with the new platform. Even with that fix of currently operational mobile and portable radios, these radios are reaching their end of serviceable life and will need to be replaced. The department, understanding this is a significant cost, is still exploring options to purchase radios at discounted prices and looking for grants or other subsidies, such as this grant to help pay for these replacements. The total cost to replace all the radios will be approximately \$200,000. This grant will substantially help in reducing that cost.

### **Possible Motion**

I move the City Council authorize the Mayor to sign the attached award document on behalf of the City of North Salt Lake accepting a grant of \$27,000 toward the purchase of nine (9) radio systems.

**FY 2023  
Award Packet  
For the  
State Homeland Security Grant Program (SHSP)**



**Award Distributed By  
The Department of Public Safety's (DPS)  
Division of Emergency Management (DEM)**

**Federal Funding Provided By  
The United States Department of Homeland Security's (DHS)  
Federal Emergency Management Agency (FEMA)**

# Award Letter

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9/26/2023

Stockton Trujillo

North Salt Lake City

The Utah Division of Emergency Management is pleased to inform you that a grant award for North Salt Lake City has been approved in the amount of \$27,000.00 from the FFY 2023 State Homeland Security Program. Please make sure to read, understand, and maintain a copy of these documents in your official file for this award.

This letter and its attachments outline the terms and conditions of accepting this award. Please read all terms and conditions carefully, sign, and return along with this signed award packet no later than **10/30/2023**. The signed award letter should be sent via email to Tanner Patterson ([tpatterson@utah.gov](mailto:tpatterson@utah.gov)). After we have received your signed award packet, the funding outlined in this packet will be obligated to your agency enabling you to request reimbursement via 85-21 Form as costs are incurred and paid while carrying out the approved project(s).

We look forward to working with you on this award. Please ensure that you are coordinating with your respective Utah Regional Coordination Council Chairs or designees. Should you have any questions or need additional information, we ask that you first coordinate with your Regional Chair or designee in order to keep a consolidated chain of communication. If time is pressing and you are unable to contact your Regional Chair or designee, please contact Tanner Patterson, Finance Manager at [tpatterson@utah.gov](mailto:tpatterson@utah.gov).

Sincerely,



Kris Hamlet, Director  
Utah Department of Public Safety  
Division of Emergency Management

## Articles of Agreement

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### Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

### Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission (submitted by the state) requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project. Article III - DHS Standard Terms and Conditions Generally the Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

### Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

II. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

### Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DEM/DHS compliance reviews or compliance investigations conducted by DEM/DHS.

II. Recipients must give DEM/DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

### Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article VIII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance. Article IX - Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article X - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**Article XI - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article XII - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article XIII - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article XIV - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article XV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

**Article XVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

**Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing. Article XIX - Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article XX - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.) Article XXI - Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article XXII - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

**Article XXIII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article XXIV - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

**Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2

C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: [Link 1](#) [Link 2](#) Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article XXVIII - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**Article XXX - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**Article XXXI - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**Article XXXII - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

**Article XXXIII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXXIV - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### **Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance**

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXVI - Reporting Subawards and Executive Compensation**

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

#### **Article XXXVIII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXXIX - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XL - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XLI - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XLII - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article XLIII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLIV - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310. Article XLV - Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of

all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article XLVII - Acceptance of Post Award Changes**

In the event DEM/FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

#### **Article XLVIII - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

#### **Article XLIX - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article L - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

# Statement of Work

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## 1. Purpose

- a. The State of Utah, through the Utah Division of Emergency Management (DEM) within the Department of Public Safety (DPS) sub-awards State Homeland Security Program (SHSP) funding based on a set funding formula determined in conjunction with the Utah Regional Coordination Council (URCC) as established in State Code 53-2a-104 for the purpose of assisting state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. Each Region is responsible for developing projects specific for their Region. These projects must total the respective allocation amount proposed by the funding formula. This formula also has set asides for the Utah State Bomb Squad Task Force, State Information and Analysis Center (SIAC), and State Urban Search and Rescue Task Force. The method for creating these projects is up to the Region but must comply with overarching federal and state requirements pertaining to the program. Each participant's projects must meet funding requirements established at the beginning of each grant cycle. Regions may designate a fiduciary for the funds or allow individual jurisdictions to participate in the program. Any jurisdiction receiving funding from SHSP is considered a "sub-recipient" and must comply with all applicable grant requirements provided by the relevant Notice of Funding Opportunity, FEMA Grants Preparedness Manual, articles of agreement, and the 2 CFR 200. This statement of work document is intended to outline how the grant works along with the responsibilities of jurisdictions receiving an award.

## 2. Background

- a. DEM has endeavored to create a program that allows for Regions and participants to focus on local efforts and priorities in addressing and sustaining capability gaps that align with the purpose of this program while maintaining a framework that guides projects to collaborate with statewide and nationwide efforts and capabilities.

## 3. DEM/URCC Objectives

- a. DEM and the URCC objectives are:
  - i. To provide oversight of the State's SHSP to ensure projects submitted align with state-wide and national priorities and that funding is utilized in an efficacious and timely manner.
  - ii. Provide oversight and guidance on developing and carrying out effective projects under SHSP.
  - iii. Provide oversight and guidance on managing federal awards.
  - iv. Provide a forum and support for addressing state-wide needs and refining the SHSP framework to facilitate these efforts.

## 4. Approvals

- a. Accompanying this document are the approved or held project templates from the respective grant year. The projects in this summary are the projects that were submitted to FEMA as part of the State's Investment Justification and identify which projects FEMA has awarded us with funding to pursue. Pending any holds listed at the end of this document, these projects are approved as they are presented on the project template. Any modifications to these projects have to be reviewed and approved by your respective Region, the State, and FEMA when applicable. If a project is carried out prior to the approval of a modification, the funds will be placed on hold while the respective Region Chairs and State SHSP coordinator discuss if the funds will be deobligated or if the change will be allowed retroactively. The State will not approve modifications or extensions submitted later than the end of the calendar year ending prior to the end of the grant cycle's period of performance (Dec 31, 2025).
- b. Failure to meet requirements outlined in the Notice of Funding Opportunity, Preparedness Grants Manual, 2 CFR 200 or Articles of Agreement and Statement of Work will be denied.
- c. DEM assigns all responsibility for assuring allowability of expenses submitted under any project to the sub-recipient. DEM will review and approve all projects and reimbursement requests as part of the State's investment justification; however, this does not constitute DEM assuming liability resulting from any review of projects not directly managed by DEM.

## 5. Recipient Responsibilities

- a. It is the sub-recipient's responsibility to ensure their compliance with all federal award and state requirements as outlined in this Statement of Work, 2 CFR 200, the Articles of Agreement, FEMA's Preparedness Grants Manual, the program's Notice of Funding Opportunity as well as any of their existing local policies and procedures. Local policies and procedures may be more restrictive than some of the Federal or State requirements, but they cannot be less restrictive in any area. It is also the recipient's responsibility to communicate progress towards completing the projects under this award. If there are any setbacks that may prevent any project from being completed during the period of performance, this needs to be communicated with regional stakeholders and the State SHSP coordinator as early as possible.

## 6. Reimbursements and Reporting

- a. Each Region may have a different method of coordinating reimbursement. Refer to your Region Chair or designee for instructions on this topic. At a minimum, DEM will require an 85-21 reimbursement request form accompanied with proof of purchase and proof of payment.
- b. It is the requirement of any sub-recipient of these funds to report their progress towards completion of their projects at least quarterly. There is no set format for this report and regional coordinators will determine the method for receiving these reports. Failure to report or lack of communication may be justification for deobligation of open projects. Reports should be structured around milestones provided at the time of application.

## 7. Monitoring

- a. All recipients of SHSP funding must comply with all monitoring requests from DEM and FEMA.


## 8. Modifications to Scope of Work

- a. Each Region has the authority to set additional considerations on any funding sub awarded within its jurisdiction. These considerations may be in addition to any considerations set forth by FEMA, DEM, and the URCC but may not remove any existing considerations.

## 9. Special Considerations and Holds

- a. Should the Region over this award have additional agreements, certification of said agreements will be required in addition to this award packet.
- b. This section will list any special considerations for the projects included in the project summary not previously covered by the NOFO, Preparedness Grants Manual, Articles of Agreement, or Statement of Work.
  - i. \$27,000: This funding will not be available for reimbursement until the identified recipient provides confirmation that they have attained and registered a unique entity identifier with SAM.gov.

# Award Document

<b>Award Document</b>	<b>Utah Department of Public Safety (DPS)</b> <b>Division of Emergency Management (DEM)</b> Funding Entity: Federal Emergency Management Agency (FEMA) Federal Award Identification Number (FAIN): EMW-2023-SS-00006 Federal Award Date: 09/12/2023			
<b>1a. Agreement No.</b> DEM-SHSP-013	<b>2. Amendment No.</b> N/A	<b>3. UEI No.</b> Missing	<b>4. Type of Action</b> Award	
<b>6. Recipient Name and Address</b> North Salt Lake City	<b>7. Name of Recipient Project Officer</b> Stockton Trujillo	<b>8. Contact Information</b> strujillo@co.davis.ut.us	<b>9. Name of DEM Project Coordinator</b> Tanner Patterson 801.598.1610 tpatterson@utah.gov	
<b>10. Effective Date of This Action</b> 9/1/2023	<b>11. Assistance Arrangement</b> Cost Reimbursement	<b>12. Period of Performance</b> From: 09/01/2023 To: 01/31/2026		
<b>13. Description of Action</b> Indicate funding obligation of award relating to project(s) in provided project summary				
<b>Program Name</b>	<b>CFDA No.</b>	<b>Prior Award</b>	<b>Amount Awarded</b>	<b>Current Total Award</b>
State Homeland Security Grant	97.067	\$0.00	+\$27,000.00	\$27,000.00
<b>Acceptance and Certification</b>				
My signing below, the signatory official (or their authorized official) and project manager certify that they have read, understand, and will comply with all requirements set forth in this document.				
<b>Recipient Signatory Official*</b>		<b>Date:</b>		
<b>Printed Name and Title</b>				
<b>DEM Signatory Official</b>		<b>Date:</b>	10/10/2023	
<b>Printed Name and Title</b>	Kris Hamlet, Director			
*A signatory is someone who signs a contract, therefore creating a legal obligation. Meaning that the person who signs here needs to have the authority of creating a legal obligation for your jurisdiction.				



State of Utah  
Department of Public Safety  
Division of Emergency Management

**State Homeland Security Program (SHSP) Project Planning Template**

<b>Investment</b>	Emergency Communications <input type="button" value="v"/>
<b>Project Information</b>	
<b>Project Name</b>	North Salt Lake Police Radio
<b>Project Description</b> (1500 character maximum)	Due to Utah Communications proposed changes to the states radio system, North Salt Lake City Police needs help with the change. We currently use radios in our police vehicles and officers handhelds that will not meet the P25 compliant requirements. The State of Utah announced the changing of the state radio system to be P25 compliant, starting sometime in the fiscal year 2023-2024. The North Salt Lake City Police departments radio equipment does not meet the P25 digital requirements and will not function on the new system. Radio (p25 digital), charger, battery, carry holder, flexible whip antenna and encryption o \$3,492.95 ea. X 26 officers = \$90,817 APX6000 o \$3,332.00 ea. X 26 officers = \$86,632 APX6500
<b>Region</b>	Region 1 (Box Elder, Cache, Davis, Morgan, Rich, Weber) <input type="button" value="v"/>
<b>Agency</b>	North Salt Lake City Police
<b>Zip Code</b>	84054
<b>Primary Core Capability</b>	On-scene Security, Protection, and Law Enforcement <input type="button" value="v"/>
<b>Building or Sustaining</b>	Building <input type="button" value="v"/>
<b>Deployable?</b>	Yes <input type="button" value="v"/>
<b>Shareable?</b>	No <input type="button" value="v"/>
<b>Project Alignment to Core Capabilities and Solution Areas</b>	
<b>Solution Area</b>	<b>Amount of Proposed Funding</b>
Planning	
Organization	
Equipment	\$ 27,000.00
Training	
Exercise	
<b>Total</b>	<b>\$ 27,000.00</b>
<b>Project Baseline and Management</b>	
<b>Project Management Step</b>	Initiate <input type="button" value="v"/>
<b>Project Start Date</b>	10/1/23
<b>Project End Date</b>	10/1/25
<b>Does this Project Require new construction, renovation, or retrofitting?</b>	No <input type="button" value="v"/>

<b>Budget Breakdown</b>	
<b>Planning</b>	
Public Education and outreach	
Develop scenario plans that incorporate the range of prevention, protection, response and recovery activities	
Develop and implement homeland security support programs and adopt ongoing DHS National Initiatives	
Develop and enhance plans and protocols	
Develop related terrorism prevention activities	
Develop or conduct assessments	
Establish, enhance, or evaluate Citizen Corps related volunteer programs	
Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	
Conference to facilitate planning activities	
Materials required to conduct planning activities	
Travel/per diem related to planning activities	
Overtime and backfill costs (IAW operational Cost Guidance)	
Other project areas with Prior approval from FEMA	
Program Evaluations	
Other Authorized Personnel	
<b>Planning check</b>	<b>\$ 0.00</b>
<b>Organization</b>	
Overtime for information, investigative, and intelligence sharing activities	
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred during period of DHS-declared alert	
Travel and Per Diem	
Vehicle and Equipment Rentals	
Vehicle/Equipment Maintenance	
Fuel cost and/or Mileage Reimbursement management activities	
Hiring of full- or part-time staff or contractor for emergency mngmt	
Other Authorized Personnel	
<b>Organization check</b>	<b>\$ 0.00</b>

<b>Budget Breakdown</b>	
<b>Equipment</b>	<b>\$ 27,000.00</b>
AEL #1 - Personal Protective Equipment	
AEL #2 - Explosive Device Mitigation and Remediation Equipment	
AEL #3 - CBRNE Operational and Search and Rescue Equipment	
AEL #4 - Information Technology	
AEL #5 - Cyber Security Enhancement Equipment	
AEL #6 - Interoperable Communications Equipment	<b>\$ 27,000.00</b>
AEL #7 - Detection	
AEL #8 - Decontamination	
AEL #9 - Medical	
AEL #10 - Power	
AEL #11 - CBRNE Reference Materials	
AEL #12 - CBRNE Incident Response Vehicles	
AEL #13 - Terrorism Incident Prevention Equipment	
AEL #14 - Physical Security Enhancement Equipment	
AEL #15 - Inspection and Screening Systems	
AEL #16 - Animal and Plants	
AEL #17 - CBRNE Prevention and Response Watercraft	
AEL #18 - CBRNE Aviation Equipment	
AEL #19 - CBRNE Logistical Support Equipment	
AEL #20 - Intervention Equipment	
AEL #21 - Other Authorized Equipment	
<b>Equipment Check</b>	<b>\$ 27,000.00</b>

<b>Budget Breakdown</b>	
<b>Training</b>	
Overtime and backfill for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes	
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training	
Training workshops and conferences	
Full- or part-time staff or contractors/consultants	
Travel	
Supplies	
Tuition for higher education	
Other items	
Other Authorized Personnel	
<b>Training Check</b>	\$ 0.00
<b>Exercise</b>	
Design, Develop, Conduct, and Evaluate an Exercise	
Exercise planning workshop	
Full- or part-time staff or contractors/consultants	
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises	
Implementation of HSEEP	
Travel	
Supplies	
Other items	
Other Authorized Personnel	
<b>Exercise Check</b>	\$ 0.00

<b>Milestones</b>		
<b>Milestones</b>	<b>Description</b>	<b>Date</b>
Milestone 1		
Milestone 2		
Milestone 3		

**Save As**

Give it a new name: "Agency" SHSP Project "Project Name"



# CITY OF NORTH SALT LAKE

## Police Department

10 East Center Street, North Salt Lake, Utah 84054 • (801)335-8650 Fax: (801)335-8679

BRIAN J. HORROCKS

Mayor

KEN LEETHAM

City Manager



CRAIG BLACK

Chief of Police

**To:** Honorable Mayor and City Council of North Salt Lake  
**From:** Craig Black, Chief of Police  
**Date:** October 11, 2023  
**Re:** Authorization of the Police Department to Purchase Nine (9) Apex Mobile Radios from Motorola

### **Recommendation**

Staff recommends the City Council authorize the police department to purchase nine (9) APEX Mobile (in-car) radio bundles from Motorola at a cost of 27,501.30.

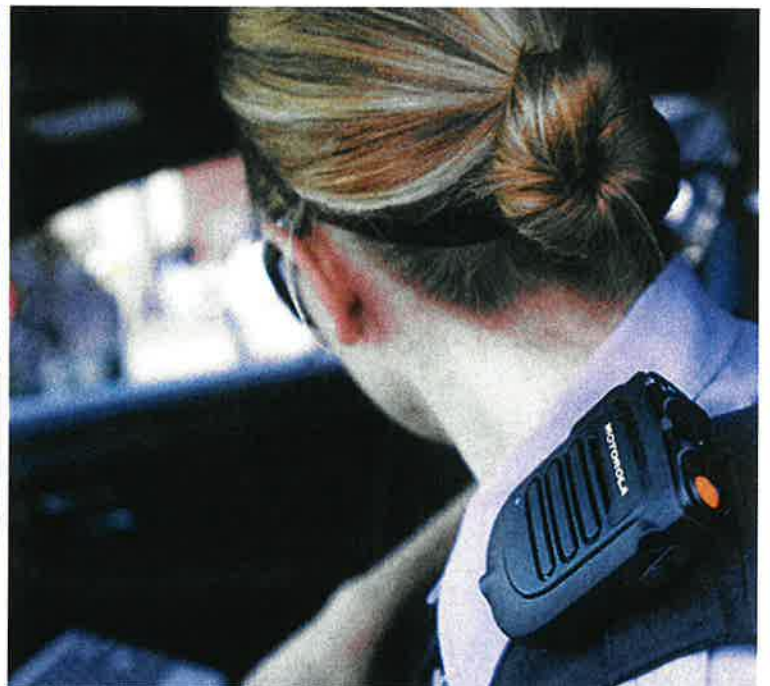
### **Background**

The City Council in the previous agenda item will consider authorizing the Mayor to accept a grant award through the State of Utah in the amount of \$27,000 to purchase P25 compliant radios for the police department. If grant acceptance is authorized, this motion would approve the department in expending those funds for this purchase.

These radios will be placed in patrol vehicles, replacing the oldest radios in the department inventory.

### **Possible Motion**

I move the City Council authorize the police department to expend \$27,501.30, plus any shipping costs not to exceed \$1,000.00, to purchase nine (9) APEX radio systems from Motorola.



## NORTH SALT LAKE POLICE DEPARTMENT

9 APX6500s dash mount

08/16/2023

08/16/2023

NORTH SALT LAKE POLICE DEPARTMENT  
10 E CENTER ST  
NORTH SALT LAKE, UT 84054

RE: Motorola Quote for 9 APX6500s dash mount  
Dear Terry Fritz,

Motorola Solutions is pleased to present NORTH SALT LAKE POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide NORTH SALT LAKE POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Greg Steed at [gsteed@daywireless.com](mailto:gsteed@daywireless.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Greg Steed  
Government Solutions Specialist

Motorola Solutions Manufacturer's Representative



QUOTE-2283702  
9 APX6500s dash mount

Billing Address:  
NORTH SALT LAKE POLICE  
DEPARTMENT  
10 E CENTER ST  
NORTH SALT LAKE, UT 84054  
US

Shipping Address:  
NORTH SALT LAKE POLICE  
DEPARTMENT  
17 SOUTH MAIN  
P.O. BOX 540208  
NORTH SALT LAKE, UT 84054  
US

Quote Date:08/16/2023  
Expiration Date:10/15/2023  
Quote Created By:  
Greg Steed  
Government Solutions Specialist  
gsteed@daywireless.com  
8013600127  
  
End Customer:  
NORTH SALT LAKE POLICE  
DEPARTMENT  
Terry Fritz  
terryf@nslcity.org  
  
Contract: 18015 - STATE OF UTAH 800  
MHZ AR-3841

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	UT APX6500 E5 DM BUNDLE PACKAGE \$900 TRADE-IN INCLUDED	9		\$3,055.70	\$27,501.30
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE				
1a	GA00580AA	ADD: TDMA OPERATION				
1b	G66BJ	ADD: DASH MOUNT E5 APXM				
1c	G51AU	ENH: SMARTZONE OPERATION APX6500				
1d	G78AT	ENH: 3 YEAR ESSENTIAL SVC				
1e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED				
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX				
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE				
1h	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	G806BL	ENH: ASTRO DIGITAL CAI OP APX				
1j	GA01767AG	ADD: RADIO AUTHENTICATION				
1k	GA01670AA	ADD: APX E5 CONTROL HEAD				
1l	W22BA	ADD: STD PALM MICROPHONE APX				
1m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)				
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX				

**Grand Total** **\$27,501.30(USD)**

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



<b>Purchase Order Checklist</b>	
<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>	
<b>PO Number/ Contract Number</b>	
<b>PO Date</b>	
<b>Vendor = Motorola Solutions, Inc.</b>	
<b>Payment (Billing) Terms/ State Contract Number</b>	
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>	
<b>Bill-To Address</b>	
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>	
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>	
<b>PO Amount must be equal to or greater than Order Total</b>	
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>	
<b>Bill To Contact Name &amp; Phone # and EMAIL for customer accounts payable dept</b>	
<b>Ship To Contact Name &amp; Phone #</b>	
<b>Tax Exemption Status</b>	
<b>Signatures (As required)</b>	

1 CITY OF NORTH SALT LAKE  
2 CITY COUNCIL MEETING-WORK SESSION  
3 ANCHOR LOCATION: CITY HALL  
4 10 EAST CENTER STREET, NORTH SALT LAKE  
5 OCTOBER 3, 2023

6  
7 **DRAFT**  
8

9 Mayor Horrocks welcomed those present at 6:08 p.m.

10  
11 PRESENT: Mayor Brian Horrocks  
12 Councilmember Lisa Watts Baskin  
13 Councilmember Natalie Gordon  
14 Councilmember Ted Knowlton  
15 Councilmember Stan Porter  
16 Councilmember Alisa Van Langeveld  
17

18 STAFF PRESENT: Ken Leetham, City Manager; David Frandsen, Assistant City Manager; Jon  
19 Rueckert, Public Works Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Jayme  
20 Blakesley, City Attorney; Sherrie Pace, Community Development Director; Heidi Voordeckers,  
21 Finance Director; Wendy Page, City Recorder.  
22

23 OTHERS PRESENT: Katie Williams, Tiffany Pocock, UDOT; Gavin Larson, Tammy Clayton,  
24 Dee Lalliss, Leslie Clark, Collin Larson, residents; Dakota Wurth, Chanel Flores, Ryan  
25 Steinbeigle, Davis County.  
26

27 1. PRESENTATION ON THE I-15 DRAFT ENVIRONMENTAL IMPACT STATEMENT  
28 (DEIS)-UTAH DEPARTMENT OF TRANSPORTATION  
29

30 **Councilmember Baskin arrived at 6:09 p.m.**  
31

32 Tiffany Pocock, UDOT Project Manager, spoke on the newest release of the Environmental  
33 Impact Statement (EIS) study along I-15 from Farmington to Salt Lake City. She explained that  
34 UDOT's mission was to improve quality of life through transportation. This included working  
35 with cities, defining the needs, and being an asset to the community. The regional transportation  
36 plan included transit such as I-15, FrontRunner, bus rapid transit (BRT). The initial review was  
37 based on aging infrastructure in the corridor including pavement, utilities, and structures. Ms.  
38 Pocock spoke on efficient travel and shared the travel time experience of the corridor from  
39 Farmington to Salt Lake which was a 20 minute commute. If no changes were made the travel  
40 time from Farmington to Salt Lake via I-15 was estimated to increase to 55 minutes by 2050.  
41 The proposed changes would assist with travel time and improved safety throughout the corridor.  
42 Tiffany Pocock reported on interchange needs, limited connections, and the overall purpose and  
43 need of the study. She spoke on I-15 mainline alternatives including auxiliary lanes with the

44 potential for HOT lane or reversible HOT lanes. The preferred alternative was five general  
45 purpose or auxiliary lanes with an express lane in each direction. Ms. Pocock compared the  
46 travel times for the I-15 mainline including 2019 existing southbound AM peak at 18 minutes  
47 and northbound PM peak at 19 minutes, 2050 no build at 55 minutes for southbound AM peak  
48 and northbound PM peak at 66 minutes, Option A (traditional HOT) southbound AM peak at 28  
49 minutes with northbound PM peak at 30 minutes, and Option B (reversible HOT) southbound  
50 AM peak at 21 minutes and northbound PM peak at 22 minutes.

51  
52 Tiffany Pocock spoke on local area working groups that included area residents, business  
53 owners, limited income, people of color, elderly, persons living with disabilities, youth, and those  
54 linguistically isolated. She said they were offering free transportation, free food, kid's corner,  
55 targeted social media ads, meetings in accessible buildings central to the study area, and  
56 materials, interpreters, map commenting tool in English and Spanish to help eliminate barriers  
57 for participation in the open houses. This study had been a multiyear effort with walking audits,  
58 stakeholder meetings, presentations, and public input. The draft EIS was available online now  
59 and the public meeting and comment period would be September 29, 2023 through November  
60 13, 2023. Constituents could give input in person on October 16<sup>th</sup> and 17<sup>th</sup> as well as online on  
61 October 18<sup>th</sup>.

62  
63 Tiffany Pocock shared the Draft EIS timeline which included an overview and early scoping,  
64 purpose and need, alternatives development, prepare Draft EIS, release Draft EIS, prepare Final  
65 EIS, and release Final EIS and record of decision. The current phase was the release of the Draft  
66 EIS with the record Final EIS and record of decision in spring 2024.

67  
68 Mayor Horrocks commented that some people would be happy with the plan and some people  
69 would not, such as Salt Lake. He asked if this had been addressed. Tiffany Pocock replied that  
70 the project area was 17 miles of I-15 and said every city had a different interest in I-15 and those  
71 were the comments they wanted to hear.

72  
73 Tiffany Pocock presented the project website (<https://i15eis.udot.utah.gov/>) to those present and  
74 what information could be found including the focus map, the study, open house, the Draft EIS,  
75 and public participation. She mentioned investments in the North Salt Lake area including  
76 removing a lane from northbound the Beck Street/US-89 trail, a service interchange in the I-215  
77 area for drivers to access Redwood and I-215 as well as State Street, the Center Street  
78 southbound offramp would be removed, and cleanup of 2600 South.

79  
80 Councilmember Porter asked if there would be any impact to Hatch Park. Tiffany Pocock  
81 responded that the proposed acquisition line was similar to the current right of way and they  
82 would need construction easement for equipment to build I-15. She said this would be temporary  
83 and planned for minimal impact to Hatch Park.

84

85 Mayor Horrocks mentioned that the existing Center Street offramp took pressure off 2600 South  
86 and that it seemed illogical to remove it. Tiffany Pocock spoke on the safety discussions for this  
87 location and future grade separation was an interest to the City and the railroad. She said this  
88 access would not technically work in the future so building the system now with the addition of  
89 the I-215 interchange was the preferred option.

90

91 **Councilmember Knowlton arrived at 6:34 p.m.**

92

93 Councilmember Knowlton asked if there was a commitment to funding every component  
94 including the Beck Street bike improvements. Tiffany Pocock said the process included  
95 environmental impacts to the natural and built environment. The work would proceed in phases  
96 and UDOT would fund all identified improvements in the final project.

97

98 Councilmember Baskin asked about dedicating one lane to truck traffic on Beck Street. Tiffany  
99 Pocock commented on feedback related to gravel industry trucks and said there was now a new  
100 interchange at the Warm Springs area. The interchange would be grade separated over the  
101 railroad to improve the efficiency of those vehicles accessing I-15 as quickly as possible.

102

103 Councilmember Baskin spoke on the four categories of interest and asked about the aesthetics  
104 along Beck Street. Tiffany Pocock responded that the environmental study would not address this  
105 specifically, but UODT had an aesthetics policy and would work with cities moving forward.

106

107 2. PRESENTATION ON THE DAVIS COUNTY HOUSING PROGRAM-CHANEL  
108 FLORES

109

110 Chanel Flores reported that she was the Economic Development Director for Davis County and  
111 introduced Dakota Wurth as the Housing Coordinator running the Davis County Housing  
112 Program and Ryan Steinbeigle who was the County CDBG Grant Administrator.

113

114 Ryan Steinbeigle spoke on housing difficulty for low and moderate income families with the  
115 median Davis County home price at \$525,000. Mr. Steinbeigle explained why this program was  
116 needed by saying that an 80% AMI for a family of four was \$85,100 or a gross monthly income  
117 of \$7,000. Per HUD guidelines the maximum mortgage payment at 35% would be \$2,482 but a  
118 \$525,000 home in Davis County with current interest rates would be a \$3,493 monthly mortgage  
119 payment. He said the County program could provide funds for a principal reduction so that a  
120 monthly mortgage payment was closer to the 35% especially on a more reasonably priced home  
121 (\$400,000 or less). Residents at or above the 35% threshold were substantially more likely to  
122 miss or default on their mortgage payments.

123

124 Dakota Wurth reported on the Davis County Homeownership Assistance Program which would  
125 be funded from two sources including \$1,600,000 one time federal funding allocation (could be  
126 used in Layton and Clearfield) and a \$200,000 CDBG annual allotment (could not be used in

127 Layton and Clearfield). The principal reduction loans would create more affordable monthly  
128 payments with up to a \$50,000 principal reduction loan with 1% interest rates and no required  
129 monthly payment. The loans would be paid back to the County when the home was sold which  
130 would create a revolving loan fund. He mentioned other programs that could assist with  
131 affordability such as the Utah Housing Corporation down payment assistance and the Rocky  
132 Mountain Home Fund which offered low interest loans for specific professions.

133  
134 Dakota Wurth spoke on the application and qualification process which included income  
135 qualifications per HUD guidelines with 80% gross AMI, debt to income restrictions and award  
136 allocation. The award would be equal to the amount to bring the front end ratio to 35% (of gross  
137 monthly income) up to \$50,000. The maximum home purchase price would be \$500,000 and  
138 there was an online application portal for residents to apply.

139  
140 Chanel Flores clarified that this program was not just for current Davis County residents but  
141 could include those that move to Davis County. She said this program was also stackable and  
142 could combine with Utah's 20% downpayment assistance program. Ms. Flores spoke on other  
143 additional affordable housing initiatives such as the HOME Investment Partnership Program  
144 which would be another Countywide program, subsidized rentals, and public/private partnerships  
145 with developers for affordable housing.

146  
147 Councilmember Baskin asked for clarification on the amounts that could be spent. Chanel Flores  
148 clarified that the \$1,600,000 federal funding could be used in every city in Davis County while  
149 the \$200,000 was tied to a CDBG and could not be used in Layton or Clearfield.

150  
151 Ken Leetham commented that Layton and Clearfield had their own CDBG programs so they  
152 were excluded from the County's CDBG program.

153  
154 Councilmember Van Langeveld asked about what would happen when the federal and CDBG  
155 funds were exhausted. Chanel Flores replied that the funds would be released in multiple  
156 tranches with \$600,000 released in the first quarter on a first come first served basis to those that  
157 applied.

158  
159 Councilmember Knowlton asked about the magnitude of the housing problem or the demand that  
160 would remain. Chanel Flores responded that while this would not solve the problem that it would  
161 help by allowing those that qualified to move from apartments which would open up those  
162 places. She said more would need to be done including participation by other counties and the  
163 State as well as seeing what developers could do.

164  
165 Ryan Steinbeigle commented that the 30% AMI to 50% AMI was grossly underserved and more  
166 money was needed to subsidize housing particularly for lower income individuals.

167

168 Ken Leetham asked if this was anticipated to be an ongoing or annual program. Chanel Flores  
169 replied that they intended for this to be a revolving fund when homebuyers sold and paid back  
170 the loan, the annual addition of \$200,000 from the CDBG, and the plan to become a HOME  
171 consortium with the ability for additional funds. She acknowledged the federal funds would not  
172 be administered each year.

173  
174 Councilmember Porter questioned the 1% interest rate on the Davis County Homeownership  
175 Assistance Program loan. Chanel Flores explained that the homeowner who received the loan  
176 would pay back the original loan amount plus 1% interest when they sold the home.

177  
178 Councilmember Porter asked what would happen to homeowners who received this loan if home  
179 values dropped and they had to sell the home. Chanel Flores responded that the intention was not  
180 for homeowners to have to foreclose and the program would cover the cost at that point.

181  
182 3. ADJOURN

183  
184 Mayor Horrocks adjourned the meeting at 7:04 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  
OCTOBER 3, 2023

**DRAFT**

Mayor Horrocks welcomed those present at 7:15 p.m. Stan Porter offered the invocation and 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; Jon Rueckert, Public Works Director; Craig Black, Police Chief; Karyn Baxter, City Engineer; Jayme Blakesley, City Attorney; Sherrie Pace, Community Development Director; Heidi Voordeckers, Finance Director; Wendy Page, City Recorder.

OTHERS PRESENT: Gavin Larson, Tammy Clayton, Dee Lalliss, Leslie Clark, Collin Larson, Camille Thorpe, Audrey Beebe, Alina Smith, Dallin Jackson, Meighan Smith, Amber T., Claire Plowman, Melissa Plowman, Mike Stanger, Krish Thota, Kierstina Stanger, Brynn Burgess, residents.

1. CITIZEN COMMENT

There were no citizen comments.

2. INTRODUCTIONS AND SWEARING IN OF 2023-24 NSL YOUTH CITY COUNCIL LEADERSHIP

Councilmember Gordon introduced Audrey Beebe, the Youth City Council (YCC) advisor to present the 2023-24 Youth City Council leadership.

Audrey Beebe introduced the following YCC leadership:

Alina Smith, Mayor  
Kierstina Stanger, City Manager

227 Krish Thota, City Recorder  
228 Brynn Burgess, Leadership Committee Chair  
229 Peyton Otis, Activities Committee Chair  
230 Claire Plowman, Service Committee Chair  
231 Dallin Jackson, Publicity Committee Chair

232

233 Mayor Horrocks performed the swearing in of the 2023-24 Youth City Council.

234

235 3. CONSIDERATION OF STOCK WATER INVENTORY PARTS PURCHASE FOR THE  
236 PUBLIC WORKS DEPARTMENT FROM MOUNTAINLAND SUPPLY COMPANY IN  
237 THE AMOUNT OF \$39,285.62

238

239 Jon Rueckert reported that most of the requested items on the list were small waterworks brass  
240 parts including meter setters and compression couplings. He explained that there was a 30 week  
241 back order on most of the parts per the suppliers. Staff were proactively ordering inventory in  
242 advance to ensure the City was prepared. He stated bids were obtained from three vendors with  
243 Mountainland Supply Company as the low bidder at \$39,285.62.

244

245 Councilmember Porter commented that the cost of the quoted items seemed overpriced. Jon  
246 Rueckert replied that the products were City standards and that brass fittings had significantly  
247 increased in price now that they were lead free.

248

249 Councilmember Baskin asked if the backorder was due to supply chain issues from COVID. Jon  
250 Rueckert said companies were starting to catch up but there were still delays in obtaining parts.

251

252 **Councilmember Porter moved that the City Council approve the purchase of stock water**  
253 **inventory parts from Mountainland Supply Company for the price of \$39,285.62.**

254 **Councilmember Baskin seconded the motion. The motion was approved by Council**  
255 **Members Baskin, Gordon, Knowlton, and Porter.** Councilmember Van Langeveld was  
256 excused.

257

258 4. CONSIDERATION OF ORDINANCE 2023-13: AN ORDINANCE AMENDING TITLE  
259 1, CHAPTER 11 OF THE CITY CODE AUTHORIZING THE CITY COUNCIL TO  
260 AWARD BIDS FOR CERTAIN TYPES OF CONSTRUCTION ACTIVITIES UNDER  
261 \$250,000

262

263 Ken Leetham reported during the September 19 City Council meeting, the City Council reviewed  
264 the attached ordinance and had concerns about some of the language that may have allowed for  
265 inequity, cronyism or fraud in how contractors may be selected for projects under this exception.  
266 After reviewing the Council minutes and the proposed language, staff adjusted the proposed  
267 language by removing references to contractors' existing or past relationships with the City as a  
268 possible criteria for bid award.

269

270 Mr. Leetham explained that the amendment to the Code included exemptions to the formal  
271 bidding requirements up to \$250,000, required no formal plan or bid documents, and could only  
272 be authorized by the City Council. He said this would be used in specific instances when staff  
273 believed small projects could be completed at significant savings by bringing them directly to the  
274 Council for award without a costly plan and bid preparation process. He felt that this exemption,  
275 while not used often, could help the City save time and money on smaller projects.

276

277 Councilmember Baskin asked for clarification on the proposed \$250,000 threshold. She also  
278 asked about the procedure as this would be an exemption and what would happen in the event  
279 the City Council did not authorize the bid. Ken Leetham replied that language could be added to  
280 address the process in the event the City Council did not authorize the bid. He said if the  
281 exemption request was not authorized it would become subject to the rest of the purchasing code.  
282 Mr. Leetham clarified that the \$250,000 was an arbitrary number and was higher than what it  
283 may have been as costs are higher now. He had reviewed past and future projects and felt  
284 \$250,000 was not too high but could be lowered if the Council felt that was necessary.

285

286 Mayor Horrocks shared an example in his professional life related to inefficiency and the bidding  
287 process. He commented that the dog park may be another place where this exemption process  
288 could be more effective.

289

290 Jayme Blakesley stated while the State's procurement code did not apply to cities that an  
291 exception in the State Code established the amount of \$125,000 in 2003 with an escalator of 3%  
292 per year which would be approximately \$225,000 in 2023 which was within the same range as  
293 this proposal.

294

295 **Councilmember Porter moved that the City Council approve Ordinance Number 2023-13:**  
296 **An Ordinance Amending Title 1, Chapter 11 of the City Code Authorizing the City Council**  
297 **to Award Bids for Certain Types of Construction Activities Under \$250,000.**

298 **Councilmember Knowlton seconded the motion. The motion was approved by Council**  
299 **Members Baskin, Gordon, Knowlton, and Porter.** Councilmember Van Langeveld was  
300 excused.

301

302 5. CONSIDERATION OF RESOLUTION 2023-38R: A RESOLUTION AUTHORIZING  
303 THE CITY TO CONTRACT WITH GREEN SUMMIT DEVELOPMENT FOR THE  
304 RENOVATION OF THE EAGLEWOOD VILLAGE DETENTION POND IN AN  
305 AMOUNT NOT TO EXCEED \$100,000

306

307 Ken Leetham reported that this item was also on the previous agenda and would utilize the just  
308 adopted exemptions to competitive bidding requirements. He shared the proposed construction  
309 plan with the removal of phragmites, removal of existing wooden pier, upgraded irrigation,  
310 installation of a rock dike for fishing, installation of shade trees, seedless locus, and seed area

311 with cabin grass, crushed rock path around west side with rock retainage, and the installation of  
312 timber frame steps with crushed rock from the parking lot to the trail. He noted the cost estimate  
313 for the project was \$76,700 with construction anticipated to be completed this year.

314  
315 Councilmember Porter asked about the boulder rock dike and if it would be under water when  
316 used as a retention basin. Ken Leetham replied that staff would work with the contractor but  
317 anticipated that during normal operation of the pond it would be above water at least two to three  
318 feet. The dike may be under water due to a storm event but was not normally planned to be  
319 entirely submerged.

320  
321 Councilmember Baskin asked how deep the pond typically was. Councilmember Porter replied  
322 that the State required depth when the pond became a fishing pond. He said it was 18-20 feet  
323 deep in most places.

324  
325 Ken Leetham commented that this pond had an overflow device where the outfall would connect  
326 to a larger pond to the south. He said this pond would not flood over the banks but overflow into  
327 a secondary facility.

328  
329 Councilmember Baskin thanked staff, particularly Ken Leetham, for resolving the issues with  
330 this project.

331  
332 **Councilmember Baskin moved that the City Council approve Resolution 2023-38R: a**  
333 **resolution authorizing the City to contract with Green Summit Development for the**  
334 **renovation of the Eaglewood Village Detention Pond in an amount not to exceed \$100,000.**  
335 **Councilmember Porter seconded the motion. The motion was approved by Council**  
336 **Members Baskin, Gordon, Knowlton, and Porter.** Councilmember Van Langeveld was  
337 excused.

338  
339 6. DISCUSSION OF DOG PARK AND POTENTIAL PARTNERSHIP WITH WOODS  
340 CROSS

341  
342 David Frandsen reported that he attended a Woods Cross City Council meeting and had a  
343 discussion about the dog park. He said there would be a steering committee for the dog park  
344 comprised of one Woods Cross City Councilmember, the Woods Cross Public Works Director,  
345 David Frandsen, and Councilmember Knowlton. He noted the steering committee would meet on  
346 October 16<sup>th</sup> to discuss the project. Mr. Frandsen said the trail to the park had been completed,  
347 Woods Cross had applied for a grant to install restrooms, and City staff planned to design the  
348 park.

349  
350 Ken Leetham commented that the Public Works Director for Woods Cross was previously the  
351 City's Assistant Public Works Director so there was already a relationship there. He said this was

352 a great opportunity for both cities and hoped that the costs could be shared equally. Mr. Leetham  
353 clarified that the park would be located on UDOT property.

354  
355 Councilmember Gordon commented that if Woods Cross was not going to financially contribute  
356 to the project she did not feel they should participate in the planning process. Ken Leetham  
357 replied that the purpose of the steering committee was to work through the design, facilities,  
358 improvements, costs, grant funding, etc.

359  
360 David Frandsen said the Woods Cross City Council mentioned that as the City of North Salt  
361 Lake was larger they should cover a bigger portion of the cost. Mr. Frandsen said he believed it  
362 should be a 50/50 financial split as the location was closer to Woods Cross.

363  
364 Councilmember Baskin asked what the cost of the dog park would be. David Frandsen said staff  
365 was looking to obtain grants for the trees, having City crews perform water line work, etc. He  
366 said the goal was a quality park at the best price.

367  
368 Mayor Horrocks said there were two parts including building the park and then ongoing  
369 maintenance costs.

370  
371 Councilmember Baskin asked about an agreement between the two cities. David Frandsen said  
372 staff was working on a letter of understanding.

373  
374 Ken Leetham commented on the scale of the project and estimated it could be \$400,000 to  
375 \$600,000. He anticipated both cities would potentially contribute \$250,000 each. Staff  
376 recommended that the ongoing maintenance be done by a third party contractor.

377  
378 Councilmember Baskin suggested that an online portal could be set up to receive donations for  
379 the maintenance as well.

380  
381 Councilmember Gordon was in favor of moving forward with the project even if Woods Cross  
382 did not end up participating. David Frandsen replied that there were other locations in the City  
383 that would work for the park as well.

384  
385 7. APPROVAL OF JOINT CITY COUNCIL AND PLANNING COMMISSION MINUTES

386  
387 The Joint City Council and Planning Commission minutes of September 12, 2023 were reviewed  
388 and approved.

389  
390 Councilmember Porter suggested line 46 be amended from "*Councilmember Porter arrived at*  
391 *6:13 p.m.*" to "*Councilmember Porter joined electronically at 6:13 p.m.*"

392  
393

394 **Councilmember Baskin moved to approve the joint work sessions between the City Council**  
395 **and Planning Commission with the amendment. Councilmember Porter seconded the**  
396 **motion. The motion was approved by Council Members Baskin, Gordon, Knowlton, and**  
397 **Porter.** Councilmember Van Langeveld was excused.

398

399 8. APPROVAL OF CITY COUNCIL MINUTES

400

401 The City Council minutes of September 19, 2023 were reviewed and approved.

402

403 Councilmember Baskin requested line 314 be amended from *“Councilmember Baskin asked if*  
404 *this could be done as a plat amendment as opposed to an ordinance.”* to *“Councilmember*  
405 *Baskin asked why this was done as a plat amendment as opposed to an ordinance.”*

406

407 **Councilmember Baskin moved to approve the minutes as amended for the September 19,**  
408 **2023 City council meeting. Councilmember Knowlton seconded the motion. The motion**  
409 **was approved by Council Members Baskin, Gordon, Knowlton, and Porter.** Councilmember  
410 Van Langeveld was excused.

411

412 9. ACTION ITEMS

413

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

415

416 10. COUNCIL REPORTS

417

418 Councilmember Knowlton reported that he would not be attending the October 17<sup>th</sup> Council  
419 meeting. He mentioned the Town Center street parking issue along Center Street and the  
420 potential for time of day parking restrictions at the school. He said that could include restricting  
421 parking from 7 a.m. to 9 a.m. on school days.

422

423 Mayor Horrocks said that the current overparking of the street may also discourage future users  
424 such as a restaurant.

425

426 Councilmember Knowlton said the parking needs for a resident was different than retail or  
427 tenant. He said there needed to be a different parking strategy for different needs including the  
428 school, events, retail, etc. Ken Leetham replied that staff had not specifically discussed time of  
429 day restrictions at Orchard Elementary. He said staff had looked at time of day parking in the  
430 General Plan. Mr. Leetham said that a consultant would provide the Town Center study and staff  
431 could review parking solutions.

432

433 Sherrie Pace commented that there would need to be multiple parking solutions including time of  
434 day restrictions or two hour parking, one way streets, and reviewing the urban design of the

435 street to help developers determine shared parking. She said a scarcity of parking could generate  
436 vitality as well so there was not just one solution.

437  
438 Ken Leetham said that when reviewing the Town Center there would be an inventory of what  
439 parking was currently available and what arrangements could be made.

440  
441 Councilmember Knowlton mentioned shared parking between parcels, district parking, and  
442 managing on street parking. He said it made sense to begin the process of looking at parking now  
443 to inform other decisions and asked that this be put on a future agenda for discussion.

444  
445 Councilmember Knowlton said Representative Melissa Garff Ballard had reached out related to  
446 refugee questions at Orchard Elementary and any necessary follow-up.

447  
448 Councilmember Baskin reported on issues facing the Golf Committee including trespassing,  
449 vandalism, and theft. She said that taxpayers pay into a lot of things but it did not give them  
450 private rights. She asked Karyn Baxter about collapsing aquifers on the west side of town and  
451 Greg Seegmiller the consultant for Woods Cross. Karyn Baxter replied that there was a technical  
452 advisory committee made up of consultants, city engineers, and water districts. She said the first  
453 meeting was several years ago and Mr. Seegmiller was the organizing head as Woods Cross had  
454 been hit the hardest. Ms. Baxter explained that it was an issue but the committee was working  
455 together to protect this important resource.

456  
457 Ken Leetham mentioned that there were discussions in South Davis about aquifer recharge and  
458 also the need to continue with water conservation.

459  
460 **Councilmember Van Langeveld arrived at 8:15 p.m.**

461  
462 Councilmember Porter reported on the Jordan River Commission recognition event and the tour  
463 of a new facility in West Valley.

464  
465 Councilmember Gordon thanked the Youth City Council advisors, the Beebes for their efforts.

466  
467 Councilmember Van Langeveld reported that she and several members of the Health and  
468 Wellness Committee would attend the Get Healthy Utah Stakeholders Conference. She also said  
469 the Legacy Trail had been completed and was beautiful.

470  
471 **11. CITY ATTORNEY'S REPORT**

472  
473 Jayme Blakesley had nothing to report.

474  
475  
476

477 12. MAYOR'S REPORT

478

479 Mayor Horrocks commented he visited Vermont and New Hampshire where park users were  
480 expected to remove their own garbage. He said trash cans were not available which set the  
481 expectation that people must take out their own trash.

482

483 13. CITY MANAGER'S REPORT

484

485 Ken Leetham had nothing to report.

486

487 14. MONTHLY FINANCIAL REPORT FOR PERIODS ENDING JULY 31, 2023 AND  
488 AUGUST 31, 2023

489

490 Heidi Voordeckers reported on the General Fund year to date revenue over expenditure of  
491 \$2,100,297 for August 2023 and \$998,402 for August 2022 (including \$1,239,605 ARPA).  
492 General Fund tax revenues for July and August have not yet been distributed by the State and  
493 County and would be recorded on the September and October financial statements. Interest  
494 revenues for July/August 2023 were \$254,343 (average balance of \$28.5 million) compared to  
495 \$93,312 for July/August 2022 (average balance of \$28.9 million) and \$14,381 in July/August  
496 2021 (average balance of \$25.5 million).

497

498 Ms. Voordeckers said with high interest rates and the anticipation of another rate hike before the  
499 end of the year that development income continued to stall with year to date collections falling  
500 87% over the previous year. Impact fee revenues for July/August 2023 were \$19,670 compared  
501 to \$152,726 in July/August 2022 and \$234,468 in July/August 2021.

502

503 Councilmember Baskin asked why impact fee revenues for July and August 2023 were so low.  
504 Heidi Voordeckers replied that it was due to lack of development compared to several years ago.  
505 It was anticipated to have that development at some time but it was not occurring now.

506

507 15. ADJOURN

508

509 Mayor Horrocks adjourned the meeting at 8:35 p.m.

510

511 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday*  
512 *October 17, 2023 by unanimous vote of all members present.*

513

514

515

516 \_\_\_\_\_  
*Brian J. Horrocks, Mayor*

\_\_\_\_\_ *Wendy Page, City Recorder*

**Action Items for October 17, 2023**

Item	Staff	Description	Staff Responses
<b><u>New</u></b>			
1		(10/3/23) Future work session item to discuss parking (restrictions, shared parking, time of day, on street, etc.)	
<b><u>Current</u></b>			
1	Ken	(9-19-23) Settling near the front door of City Hall and potential issues with retaining wall.	<i>(10-11-23) Ken Leetham met with a representative from Hughes Construction and is awaiting a recommendation and proposal to fix the issue.</i>
2	Wendy	(9-19-23) Determine if there is a contract with the public defender.	<i>(10/9/23) Draft contract found, and it will be on the next agenda for consideration.</i>
3	Jon	(9-19-23) Schedule mosquito abatement treatments prior to City events.	<i>(10-12-23) Mosquito abatement treats areas dependent on mosquito counts in traps located throughout the County. These traps are checked routinely and analyzed at the lab. The Davis County Mosquito Abatement webpage has a link to request treatment for special events. A request for treatment has been submitted for the Halloween Fun Run at Hatch Park scheduled on 10-28-23.</i>
4	Jon/Heidi	(8-15-23) Provide update on software/system to allow customers to see water usage to aid conservation efforts and provide tiered usage on the paper utility bill also in the interim.	
5	Ken (Alisa VL)	(8-15-23) Plan for a work session discussion on the wellbeing survey results and any action to be implemented (including any recommendations from the Health & Wellness Committee)	<i>(9-27-23) Staff to present survey results to the Health &amp; Wellness Committee and then schedule this in a CC work meeting.</i>
6	Ken/David/Heidi	(8-1-23) Considerations for public art in the City including Hatch Park, potential for a public survey on what would be desired, research on grants, consideration in next year's budget, help from residents, etc.	<i>(9/14/23) This item will be included in our work with the selected design team for the Hatch Park project.</i>
7	Sherrie	(7/18/23) Work session to discuss Town Center options (options for land use and urban design regulations).	<i>(9/14/23) Work session will be scheduled for Nov. 7</i>
8	Sherrie/Karyn	(7/18/23) Discussion on sidewalk widths and possible revisions needed.	<i>(9/14/23) Work session will be scheduled for Nov. 7</i>
9	Ken	(6-20-23) Potential City Council discussion on cyber security.	<i>(7/12/23) A work meeting for this item will be held in September or October as schedules allow.</i>

10	Ken/CM Baskin	(6-20-23) Tree planting program work session discussion (8-1-23). Development of City's tree planting program. Staff to provide a report by the end of the year.	<i>(7/12/23) A representative of Holladay City will schedule a date when they can present their program to the City Council.</i>
11	Todd	(6-20-23) City Attorney to discuss first amendment, equal protection, and use of public facilities (time, place, manner restrictions).	<i>(7/12/23) This item will be scheduled for January 2024 after the new City Council is in place.</i>
12	Wendy/Karyn	(5/16/23) Potentially hold a ribbon cutting/food truck night to celebrate the new Legacy Park Trail.	<i>(7/13/23) Construction will likely begin in September, with anticipated completion in October. Staff will monitor the progress and can coordinate a ribbon cutting event as completion approaches. (10/12/23) The trail at Legacy Park was recently completed after the food truck nights were over for the season. There are currently two other projects where the walking trail is almost completed (Mathis Park and Foxboro Elementary). A ribbon cutting can be arranged if the Council is interested in holding a ribbon cutting ceremony for any or all of these projects.</i>
13	Sherrie	(3-7-23) & (3-21-23) See if there is an interest from Bountiful City in working with NSL jointly on extending the bike lane pilot program on Orchard Drive to Boulton Elementary and the Rec Center on 200 West. Staff to make recommendations for implementing bike lane pilot program on Orchard Drive, Eagleridge Drive, and potential for 1100 North as well.	<i>(9/14/23) the estimated cost of a pilot program on Orchard Dr. is \$30K. Bountiful has not responded to request. Staff will discuss at a future Work Session (Nov. 7) to determine if the Council would like to have this presented for the next fiscal year budget.</i>
14	Ken	(3-7-23) Staff to identify any items that would qualify for the Community Funding Projects that Congressman Stewart advised Mayor Horrocks about.	<i>(3/16/23) Staff met with Stewart representatives and had an additional training meeting on this program. We will work to prepare the City for the 2024 Grant cycle.</i>
15	Ken/Wendy	(3-7-23) Staff to prepare a policy related to City Hall rental/use.	<i>(3/16/23) Staff is reviewing city hall use policies and will propose a written policy statement in a future Council meeting.</i>
16	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>(2/16/23) Sherrie is checking with WFRC to see if there is funding assistance available for completion of safety plans around NSL elementary schools. (12/28/22) Safety Committee met on this 11/1/22. A meeting with interested CC members was scheduled. Committee met with Councilmember Van Langeveld on this item 12/15/22.</i>
17	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	<i>(5/11/23) Work Session scheduled for May 16.</i>

		conversion to water wise landscape & review compliance notifications and processes. (3-21-23) Look into increasing tree plantings on City owned land.	
18	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>(12/28/22) 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.</i>
19	Ken	(1-4-22) Options for emergency preparedness training for staff including windstorms, landslides, etc.	<i>(4/12/22) Staff is exploring solutions with Davis County.</i>
20	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>
21	David, Ken	<b>Long range monitoring item:</b> (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>(3/21/23) 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 at the end of the 2023 season because there was not enough data at the end of 2022.</i>
22	Sherrie	<b>Long range monitoring item:</b> (8/3/22) Inventory and evaluation of safe and unsafe locations for bikes, scooters, pedestrians within one year or August 1, 2023.	<i>(9/14/23) Work session scheduled Nov. 7 regarding scooter conflicts and making recommendations on safety improvements.</i>
<b>Completed</b>			
1	Wendy	(9-19-23) Consideration of a more formal voter outreach program and include outreach/information at the booths at City events.	<i>(9-27-23) Staff contacted Brian McKenzie, Davis County Clerk, and attached a memo with ideas regarding outreach efforts to encourage voter registration.</i>
2	Ken	(7/18/23) Potential for discussion on revisiting the sign ordinance to allow signage on public property and date restrictions for campaign signs.	<i>(9-27-23) See memo attached to 10-3-23 packet materials.</i>
3	Ken	(6/20/23) Repairs at Eaglewood Village pond. Staff will work on receiving bids/proposals from contractors to complete the work.	<i>(9/12/23) Based on CC discussion on August 15 meeting, a budget adjustment and construction contract will be scheduled for 9/19/23 meeting.</i>