CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING
NOTICE & AGENDA
JULY 21, 2020

Posted July 16, 2020
Notice is given that the North Salt Lake City Council will hold a regular meeting on **JULY 21, 2020** at 6:00 pm via electronic video conference. The following items of business will be discussed; the order of business may be changed as time permits.

REGULAR SESSION - 6:00 p.m.

1. Introduction by Mayor Len Arave

2. Citizen Comment

3. Presentation of Youth City Council Leadership Scholarships by Council Member Gordon

4. Consideration of Resolution 2020-20R: a resolution approving an agreement for services with Lewis Young Robertson and Burningham (LYRB) to update the City of North Salt Lake Annexation Policy Plan. *(AGR 2020-27A)*

5. Consideration of Resolution 2020-21R: a resolution approving an agreement for reimbursement of costs associated with the update of the City North Salt Lake Annexation Policy Plan, with the sponsor of the proposed North Point Annexation Area. *(AGR 2020-28A)*

6. Consideration of bid award for the Centennial Drive water line replacement project in the amount of $325,998 to Construction Material Recycling.

7. Consideration of Resolution 2020-19R: a resolution approving an agreement between Davis County and the City of North Salt Lake related to the City's participation in the Davis County Small Business Grant Program and authorizing the Mayor to sign the approved agreement. *(AGR 2020-29A)*

8. Approve City Council Minutes of June 30, 2020 and July 7, 2020

9. Action Items

10. Council Reports

11. Mayor's Report

12. City Attorney Report

13. City Manager Report

14. Adjourn

CLOSED SESSION

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

Zoom Meeting Information:

Topic: 7-21-20 NSL City Council Meeting
Time: Jul 21, 2020 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/88197944210?pwd=ZGZoaUI3MExNd1VtZndIMUEycXZUdz09

Meeting ID: 881 9794 4210
Password: 286331

Questions for the governing body may be submitted ahead of time to lindah@nslcity.org.

Notice of Posting:
I, the duly appointed City Recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this 16th day of July, 2020.
Dated this 16th day of July, 2020.

Linda Horrocks

CITY OF NORTH SALT LAKE CORPORATE SEAL 1946 STATE OF UTAH

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sherrie Llewelyn, Community Development Director

DATE: July 21, 2020

SUBJECT: Consideration of RES2020-20R approving AGR2020-27A for contract consulting services

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RECOMMENDATION

The DRC recommends approval of RES2020-20R and AGR2020-27A, subject to approval of and execution of AGR2020-28A related to reimbursement of proportional costs associated with the proposed North Point Annexation Area.

BACKGROUND

Xcel Development has sent to the City a notice of intent to file an annexation petition for the area known as North Point located west of the Jordan River in Salt Lake County. In order to consider the annexation, the City's Annexation Policy Plan must be updated to include this area. The state code has very specific requirements for Annexation Policy Plans that analyze the economic impacts associated with annexation expansion areas. Xcel Development is agreeing to enter into a contract for reimbursement of the associated consultant services required to update the plan. Staff requested and received a proposal for services to undertake such a study from LYRB for $15, 250.

Recently Davis County has expressed renewed interest in the City annexing the area between the current city boundary and Bountiful City. In order to consider the request, the analysis of the that annexation area must also be completed and updated in accord with State Code. Staff requested LYRB amend the proposal for services to include analysis of the other annexation expansion areas identified in the City plan. The additional cost of service is $7,400.

Therefore, staff is requesting the approval of the revised contract with LYRB in the amount of $22,650, of which $15,250 will be reimbursed to the City by Xcel Development.

POSSIBLE MOTION

I move that the City Council approve Resolution 2020-20R and authorized the City Manager to execute AGR2020-27A, engaging the services of Lewis Young Robertson & Burningham to update the City's Annexation Policy Plan and Map, subject to approval of and execution of AGR2020-28A related to reimbursement of proportional costs associated with the proposed North Point Annexation Area.

Attachments

1) RES2020-20R
2) AGR2020-27A
3) 2003 Annexation Area Plan
4) Annexation Area Plan Map

RESOLUTION NO. 2020-20R

A RESOLUTION APPROVING AN AGREEMENT FOR SERVICES WITH LEWIS YOUNG ROBERTSON AND BURNINGHAM FOR THE UPDATE OF THE NORTH SALT LAKE ANNEXATION POLICY PLAN AND MAP AND AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENT2020-27A FOR SERVICES.

WHEREAS, the City of North Salt Lake engaged the consulting firm of Lewis Young Robertson and Burningham (LYBR) to submit a proposal for consulting services to update the City's Annexation Policy Plan and Map; and,

WHEREAS, the City has previously engaged LYBR in similar consulting work related to economic impacts of development; and,

WHEREAS, a Developer has expressed interest in annexing certain properties into the City, said property not currently considered in the adopted 2003 Annexation Policy Plan & Map; and,

WHEREAS, the Developer has agreed to reimburse the City for the proportionate share of the costs associated with the proposed annexation area; and,

WHEREAS, the City desires to update the adopted Annexation Policy Plan and Map in accord with state statute requirements; and,

WHEREAS, the Governing Body of the City of North Salt Lake has the authority to enter into contracts for services with contract consultant services.

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

1. The City Manager is hereby authorized to sign the attached contract with Lewis Young Robertson and Burningham, Inc. for the services specified in the agreement (AGR2020-27A).

2. This resolution shall become effective immediately upon passage.

PASSED and ADOPTED this 21th day of July 2020.

ATTEST:

_____
Leonard K. Arave, Mayor

_____
Linda D. Horrocks, City Recorder

City Council Vote as Recorded:

Name	Vote
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

AGR2020-27A

SCOPE OF SERVICES AND FEE PROPOSAL FOR:
NORTH SALT LAKE, UT

Consulting Services Related to the North Salt Lake Annexation Policy Plan & Map

JULY 8, 2020

LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.
GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-596-0700 - (TF) 800-581-1100 - (F) 801-596-2800 - WWW.LEWISYOUNG.COM

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SECTION 1: PROJECT UNDERSTANDING & APPROACH

GENERAL DESCRIPTION

Lewis Young Robertson & Burningham, Inc. ("LYRB") met with the City of North Salt Lake ("the City") and discussed the desire for the City to retain LYRB in facilitating and coordinating efforts involved in the annexation of North Pointe, a proposed multi-purpose residential development. A developer proposes to annex approximately 350 acres of unincorporated Salt Lake County into the City. Of this acreage, 220 acres comes from "Cross E Ranch" a successful meat and agri-tourism business. Another 126 acres of the potential annexation area comes from a future development called "Misty River" that provides workforce affordable housing. The Misty River development consists of 994 homes, parks and trails, and a K-8 Charter School. The City's annexation policy plan and map will also be considered and amended to include this and other properties that have been identified by the City.

The City desires to engage LYRB to assist in the evaluation, feasibility and economic impacts related to the proposed annexation policy plan, as outlined in UCA 10-2-401.5 ("Annexation Policy Plan"). The Annexation Policy Plan is intended to evaluate and study the feasibility and economic impact of a proposed annexation area, as described in the previous paragraph. Certain property owners, have determined that annexation is a desirable step in developing the acreage and providing municipal services to the area. It is believed that this will further promote the future business and tax base growth of the region. The City desires to evaluate the economic and fiscal impacts of such an annexation.

LYRB has significant expertise in the arena of municipal finance, and specifically feasibility of annexation. LYRB has been involved in cost studies, evaluations of tax rates, user fees, and costs associated with municipal services over the course of the past twenty (20) years and fully understands what is needed to create and initiate a successful Annexation Policy Plan. The City and LYRB have discussed the necessary steps to complete the Annexation Policy Plan.

During the term of this engagement, LYRB envisions providing expertise and consulting services in the following areas:

- Preparation of the written Annexation Policy Plan;
- Complex and integrated cash flow modeling and budget forecasts related to the provision of municipal services in developed and undeveloped unincorporated areas;
- In coordination with the City's Planning Commission and City Council, LYRB will prepare all noticing, resolutions and ordinances required for the establishment and consideration of the Annexation Policy Plan; and
- Attend public meetings and hearings associated with the Annexation Policy Plan process.

Provided below is a detailed outline of a work plan envisioned by LYRB and the City in order to complete the Annexation Policy Plan process.

DETAILED WORK PLAN

PHASE 1: PRELIMINARY COORDINATION AND INITIAL RESOLUTION

TASK 1.1: ANNEXATION "INITIAL SCOPING AND COORDINATION MEETING"

Specific Tasks include:

- LYRB will coordinate an initial scoping and coordination meeting with the City staff and interested property owners. The purpose of this meeting will be to 1) clarify data, location, needs & purpose; 2) discuss overall annexation creation process; and 3) establish consensus regarding timing and scheduling of the Annexation Policy Plan.

PHASE 2: PREPARATION OF ANNEXATION POLICY PLAN AND NOTICING REQUIREMENTS

TASK 2.1: PREPARE THE PROPOSED ANNEXATION POLICY PLAN (AMENDMENT)

Specific Tasks include:

- Research and describe the character of the community; including a map of the expansion area (*include parcels for property ownership identification*)
- Working with the City, special service districts, the County and others, LYRB will describe the need for municipal services in the proposed annexation area (*this would include both developed and undeveloped unincorporated areas*). Demonstrate the benefits related to the two (2) specific geographic areas that are proposing to annex into the City and determine if there are alternatives to municipal services' provision without annexation
- Collaborate and determine the City's (or other local governmental entities) plans for extension of municipal services; and how the services will be financed
- Estimate the tax consequences to residents in the City and within the proposed annexation area

TASK 2.2: EVALUATE INTEREST OF AFFECTED ENTITIES AND ADDRESS CONCERNS

Specific Tasks include:

- Gather information to determine the interest of affected entities (other property owners, services providers and special service districts)
- Explain the reasoning for excluding areas with urban development within ½ mile of the City boundary
- Provide a statement that addresses concerns from affected entities (other property owners, services providers and special service districts)

TASK 2.3: PROVIDE ALL NOTICING AND ASSEMBLE COMMENTS

- Ensure noticing requirements are met for public meetings and hearings, including the Annexation Policy Plan (amendment)
- Assemble comments from affected entities and make modifications to the Annexation Policy Plan as necessary

PHASE 3: PLANNING COMMISSION AND CITY COUNCIL CONSIDERATIONS REPORT/ANALYSIS

TASK 3.1: PROVIDE CONSIDERATIONS/ANALYSIS FOR THE PLANNING COMMISSION AND CITY COUNCIL

Specific Tasks include:

- Define any gaps or overlaps with other cities
- Project population growth for the City and adjoining areas for the next 20 years
- Compile current and projected costs of infrastructure, urban services, and public facilities necessary: to facilitate full development of the area, and necessary to expand the infrastructure, services, and facilities into the area
- Research and consider the need over the next 20 years for additional land suitable for residential, commercial, and industrial development
- Consider the reasons for including agricultural lands, forest, recreational areas, and wildlife management areas in the proposed annexation area

TASK 3.2: FINALIZE AND COMPILE PROJECT TRANSCRIPT

- Complete all noticing requirements and compile the related documents;
- Submit a copy of the final adopted Annexation Policy Plan to the legislative bodies of Davis County and Salt Lake County
- Compile applicable documents into final project transcript, including a comprehensive electronic version.

PHASE 4: UPDATE ALL OTHER ANNEXATION AREAS AND UPDATE THEM TO CURRENT STANDARD

TASK 4.1: ANALYZE CHARACTER OF EACH ANNEXATION AREA'S COMMUNITY

Specific Tasks include:

- Determine if the annexation will accommodate development consistent with the zoning and use allowed in the area.

- Analyze if the annexation will initiate site improvement, i.e. public utilities and streets, parks or other public features.
- Determine if the area is contiguous to the municipality

TASK 4.2: ANALYZE THE NEED FOR MUNICIPAL SERVICES

Specific Tasks include:

- Research if the residents request annexation as a means to gain access to culinary water.
- Determine if the annexation will provide storm sewer improvements to benefit annexed land owners.
- Analyze if the extension of utilities in this area will enhance the overall City's system.
- Show if the area will be better serviced by the North Salt Lake Police Department rather than the Davis County Sheriff's office.

TASK 4.3: DETERMINE THE MUNICIPALITIES PLAN VALIDITY FOR EXTENSION OF SERVICES

Specific Tasks include:

- Determine the area to be annexed will provide an orderly extension of culinary water, storm sewer collection, and street system enhancements.
- Analyze if the annexation will allow for orderly extension of utilities by providing easements, right-of-ways or street dedication.
- Determine if the extension of utilities corresponds to the City's Capital Improvement Plan.

TASK 4.4: ANALYZE HOW SERVICES WILL BE FINANCED

Specific Tasks include:

- Analyze The development will extend all required services.
- Determine if the City will extend service with reimbursement through user fees or impact fees.

TASK 4.5: PROVIDE AN ESTIMATE OF THE TAX CONSEQUENCES

Specific Tasks include:

- Show the tax increment increase, if any, is recognized by the petitioner.
- Determine if the property certified tax rate for existing parcels within the City limits will not be increased to provide for the annexation of any area.

TASK 4.6: DETERMINE THE INTERESTS OF ALL AFFECTED ENTITIES

Specific Tasks include:

- Determine if the annexation will not create boundary alignment problems with elementary or secondary schools.
- Determine if the annexation does not extend beyond the limits of the adopted annexation policy plan.
- Determine if other services, i.e., sanitary sewer, secondary water, natural gas, electrical power and communications facilities, are available or reasonably available to the site.

SECTION 2: AGREED UPON FEE FOR SERVICES

Based on the **Detailed Work Plan** identified in Section 1 herein, the City agrees to engage LYRB to provide said services. LYRB estimates that the cost to provide the services enumerated herein is **$22,650.** This fee estimate is predicated upon our understanding and expertise in matters related to annexation and the preparation of Annexation Policy Plans. LYRB will provide periodic billing statements detailing the time spent under each task and a progress report relating to the overall project.

If it becomes apparent that the cost required to complete the project will exceed the budgeted amount, LYRB will notify the City and work to identify the cause of the additional costs. LYRB will then recommend an approach to complete the project within the proposed budget or an extended scope that will minimize any additional expense. If the City requests work that exceeds the scope presented herein or changes the overall direction of the project, LYRB will prepare a revised scope of work and budget for consideration. No additional costs will be billed to the City without additional approval or revision to this **Detailed Work Plan**.

The fee by task is illustrated in the following table:

	Hourly Rates	**$250.00**	**$100.00**	
	Consulting Services	**Principal**	**Analyst**	**TOTALS**
Task 1.1	"Initial Scoping and Coordination" Meeting	2	2	$700
Task 2.1	Prepare the Proposed Annexation Policy Plan (Amendment)	12	34	6,400
Task 2.2	Evaluate Interest of Affected Entities and Address Concerns	5	16	2,850
Task 2.3	Provide all Noticing and Assemble Comments	1	8	1,050
Task 3.1	Provide Considerations/Analysis for the Planning Commission and City Council	6	20	3,500
Task 3.2	Finalize and Compile Project Transcript	1	5	750
Task 4.1	Analyze Character of each Annexation Area's Community	2	8	1,300
Task 4.2	Analyze the need for Municipal Services	2	8	1,300
Task 4.3	Determine the Municipalities Plan Validity for extension of Services	2	8	1,300
Task 4.4	Analyze How Services Will Be Financed	2	8	1,300
Task 4.5	Provide an Estimate of the Tax Consequences	2	8	1,300
Task 4.6	Determine the Interests of all Affected Entities	2	4	900
Total		39	129	$22,650

TIMELINE

LYRB proposes the following timeline. This timeline is based on the availability of data from the City, developers, property owners and affected entities and is subject to change with consultation with the City.

July	August	September
Complete Tasks 1.1 – 2.1	**Complete Tasks 2.2 – 2.3**	**Complete Tasks 3.1 – 4.5**

AGREEMENT FOR SERVICES AND NOTICE TO PROCEED

Upon signing this Agreement for Services, the City officially engages LYRB to perform and complete the tasks and phases listed under the **Detailed Work Plan**. The City also provides authorization for LYRB to begin performing the aforementioned tasks.

Upon signing this Agreement for Services, LYRB accepts the engagement and agrees to perform the tasks enumerated herein. This Agreement for Services, including all elements identified herein, is agreed to and accepted this the _____ day of _____, 2020.

CITY OF NORTH SALT LAKE

By: _____

Date: _____

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

By: _____

Date: _____

ANNEXATION POLICY STATEMENT

North Salt Lake City has designated three areas to be included for consideration for future annexation. These lands are abutting and contiguous to the current City boundaries or are areas which entry from North Salt Lake is the only viable option. These areas are generally described as follows:

(A) All unincorporated Davis County property (including but not limited to that property currently owned or controlled by Chevron/Texaco) West of the Union Pacific right-of-way and South of I-215, extending to the Davis County boundary line on the West and South.

(B) All unincorporated Davis County property, (including but not limited to the Adelaide Elementary School boundaries) North of Odell Lane to the Bountiful City boundary line (between 3400 South and 3500 South). This area lies East of Highway 89 and West of Orchard Drive.

(C) All unincorporated Davis County property which lies East of Orchard Drive, from the Bountiful City boundary line South to the Davis County boundary line.

These boundaries have been selected to prevent gaps or overlaps with the annexation plans that are proposed or may be proposed by Woods Cross City, Bountiful City, unincorporated Salt Lake County or Salt Lake City.

The criteria used to consider an annexation petition has been reviewed with population growth projections within the current City limits and the proposed annexation areas. These projections have been incorporated into the planning of municipal services (i.e., culinary water, storm sewer collection and street expansion), as well as other public services which include sanitary sewer, secondary water for future western development and for the City's golf course, and public safety.

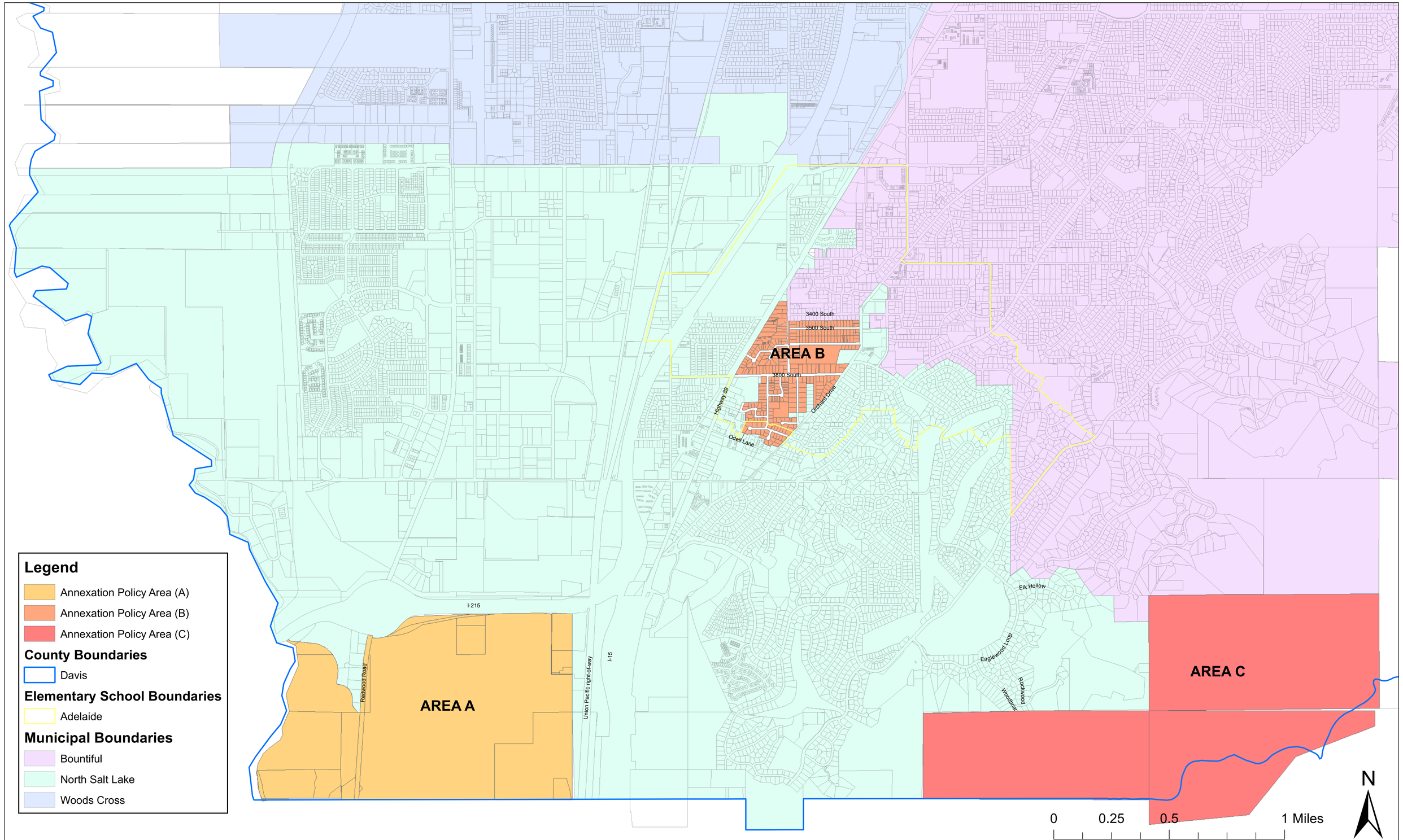
A capital improvements project list has been developed which includes the anticipated public facilities improvement and municipal services for the unincorporated areas with the possible addition of fire station facilities as well as a police sub-station. These costs have been pro-rated on a per acre basis to help establish a baseline for costs that may be associated with annexation. A plan for financing the improvements has also been prepared and reviewed as part of the annexation policy plan.

The annexation policy has been created to follow school boundaries, incorporate islands and peninsulas, and provide efficient delivery of public services for the overall defined annexation area. The annexation policy provides an equitable distribution of community resources and obligations and provides the necessary areas for the City to commence with its proposed future development.

Annexation Matrix Table created to guide the municipality's decision whether or not to grant future annexation petitions

Item	**Criteria - North Salt Lake City will grant annexation if.. (each statement may be read "and/or")**
Character of the Community	1. The annexation will accommodate development consistent with the zoning and use allowed in the area. 2. Annexation will initiate site improvement, i.e. public utilities and streets, parks or other public features. 3. The annexation does not create or exacerbate an existing peninsula or island, unless the City Council determines that not annexing the entire unincorporated island or peninsula is in North Salt Lake City's best interest. **4.** The area is contiguous to the municipality.
The need for Municipal Services	1. The residents request annexation as a means to gain access to culinary water. 2. The annexation will provide storm sewer improvements to benefit annexed land owners. 3. The extension of utilities in this area will enhance the overall City's system. **4.** The area will be better serviced by the North Salt Lake Police Department rather than the Davis County Sheriff's office**.**
The municipality's plan for extension of services	1. The area to be annexed will provide an orderly extension of culinary water, storm sewer collection, and street system enhancements. 2. The annexation will allow for orderly extension of utilities by providing easements, right-of-ways or street dedication. **3.** The extension of utilities corresponds to the City's Capital Improvement Plan.
How services will be financed	1. The development will extend all required services. **2.** The City will extend service with reimbursement through user fees or impact fees.
An estimate of the tax consequences	1. The tax increment increase, if any, is recognized by the petitioner. **2.** The property certified tax rate for existing parcels within the City limits will not be increased to provide for the annexation of any area.

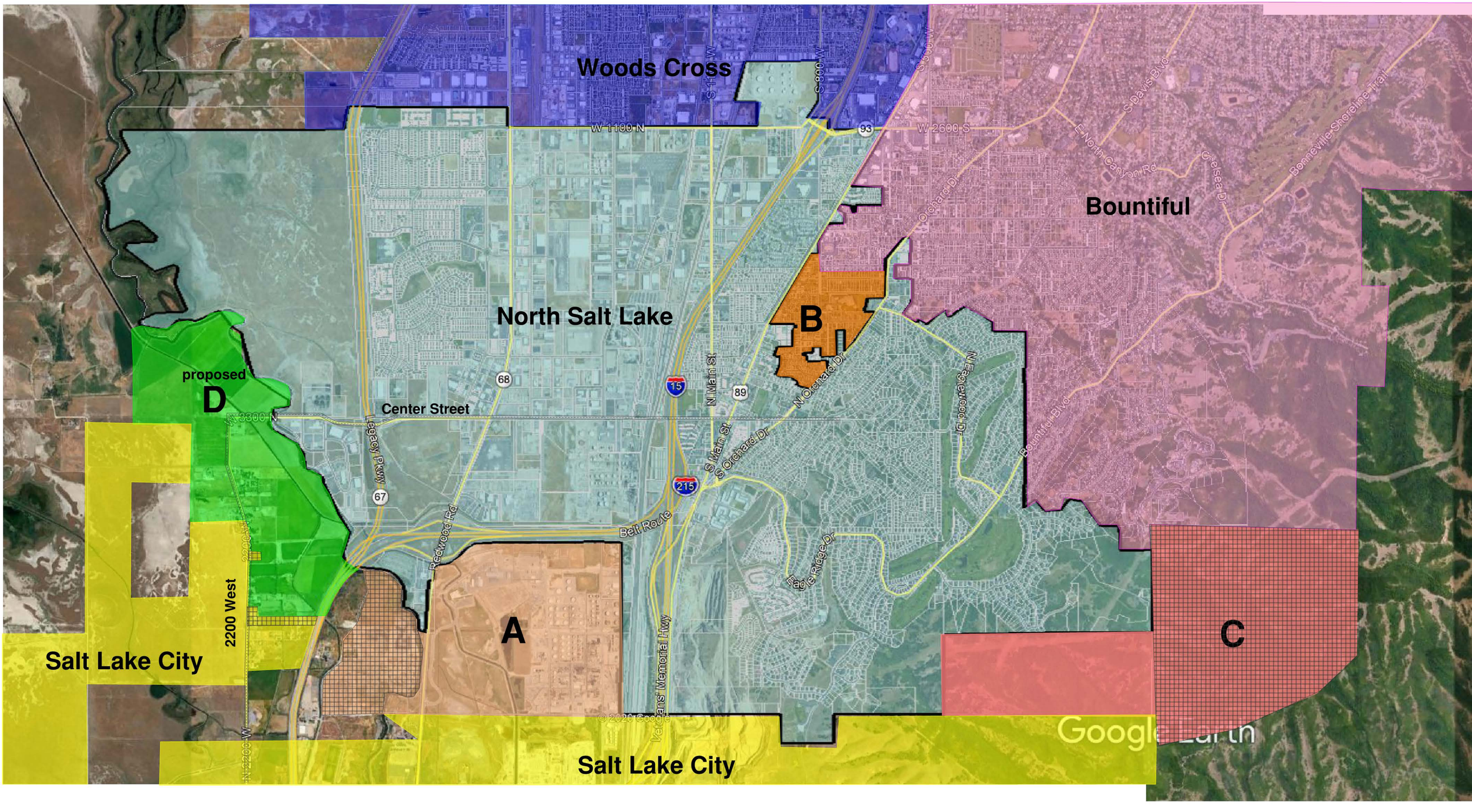
Item	Criteria - North Salt Lake City will grant annexation if.. (each statement may be read "and/or")
The interests of all affected entities	1. The annexation will not create boundary alignment problems with elementary or secondary schools. 2. The annexation does not extend beyond the limits of the adopted annexation policy plan. **3.** Other services, i.e., sanitary sewer, secondary water, natural gas, electrical power and communications facilities, are available or reasonably available to the site.



Adopted: February 2003

ANNEXATION POLICY MAP

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


Woods Cross
Bountiful
North Salt Lake
B
proposed
D
Center Street
W 3300 N
W 1100 N
W 2600 S
S 1100 W
S 800 W
S 600 W
S Davis Blvd
E North Canyon Rd
Chelsea Dr
Bonneville Shoreline Trail
Orchard Dr
N Main St
S Main St
S Orchard Dr
N Orchard Dr
N Edgewood Dr
Bountiful Blvd
Legacy Pkwy
Redwood Rd
Belt Route
Eagle Ridge Dr
Veterans' Memorial Hwy
2200 West
A
C
Salt Lake City
Salt Lake City
68
67
15
89
215
93
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CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Sherrie Llewelyn, Community Development Director

DATE: July 21, 2020

SUBJECT: Consideration of RES2020-21R approving AGR2020-28A for reimbursement of costs associated with contract consulting services

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RECOMMENDATION

The DRC recommends approval of RES2020-21R and AGR2020-28A for the reimbursement of proportional Annexation Policy Plan update costs, associated with the proposed North Point Annexation Area.

BACKGROUND

Xcel Development has sent to the City a notice of intent to file an annexation petition for the area known as North Point located west of the Jordan River in Salt Lake County. In order to consider the annexation, the City's Annexation Policy Plan must be updated to include this area. The state code has very specific requirements for Annexation Policy Plans that analyze the economic impacts associated with annexation expansion areas. Xcel Development is agreeing to enter into a contract for reimbursement of the associated consultant services required to update the plan. Staff requested and received a proposal for services to undertake such a study from LYRB for $15, 250.

Recently Davis County has expressed renewed interest in the City annexing the area between the current city boundary and Bountiful City. In order to consider the request, the analysis of the that annexation area must also be completed and updated in accord with State Code. Staff requested LYRB amend the proposal for services to include analysis of the other annexation expansion areas identified in the City plan. The additional cost of service is $7,400.

Therefore, staff is requesting the approval of AGR 2020-28A with Xcel Development for reimbursement of $15,250 for proportional costs associated with the updated policy plan. The agreement states clearly that the engagement of the study in no way binds the City to amend the Annexation Policy Plan to include the area being studied, nor implies any approvals of annexation or development entitlement.

POSSIBLE MOTION

I move that the City Council approve Resolution 2020-21R and authorized the City Manager to execute AGR2020-28A with Xcel Development, for reimbursement of costs associated with the study to update the City's Annexation Policy Plan related to the analysis for inclusion of the North Point Annexation Area.

Attachments

1) RES2020-21R
2) AGR2020-28A

RESOLUTION NO. 2020-21R

A RESOLUTION APPROVING AN AGREEMENT WITH XCEL DEVELOPMENT LLC REGARDING REIMBURSEMENT FOR COST ASSOCIATED WITH AGR2020-27A TO UPDATE OF THE NORTH SALT LAKE ANNEXATION POLICY PLAN AND MAP AND AUTHORIZING THE CITY MANAGER TO SIGN AGR2020-28A.

WHEREAS, the City of North Salt Lake has engaged the consulting firm of Lewis Young Robertson and Burningham (LYBR) to submit a proposal for consulting services to update the City's Annexation Policy Plan and Map; and,

WHEREAS, the XCEL Development has agreed to reimburse the City for the proportionate share of the costs associated with the proposed annexation area; and,

WHEREAS, the proportionate share of the study costs related to the proposed North Point Annexation Area is $15,250; and,

WHEREAS, the Governing Body of the City of North Salt Lake has the authority to enter into contracts for reimbursements for contracted services.

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

1. The City Manager is hereby authorized to sign the attached reimbursement contract with XCEL Development LLC. for the contracted services specified in the agreement.

2. This resolution shall become effective immediately upon passage.

PASSED and ADOPTED this 21th day of July 2020.

ATTEST:

_____
Leonard K. Arave, Mayor

_____
Linda D. Horrocks, City Recorder

City Council Vote as Recorded:

Name	Vote
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

AGR2020-28A

CITY OF NORTH SALT LAKE
REIMBURSMENT AGREEMENT

THIS AGREEMENT, made and entered into in this 21st day of July, 2020, and by and between XCEL Development LLC, referred to as "Developer(s)," and THE CITY OF NORTH SALT LAKE, a Municipal Corporation, hereinafter called "City,"

Witnesseth:

WHEREAS, Developer is the owner (or representative) of certain property, for which a notice of intent to file an annexation petition has been submitted to the City of North Salt Lake. Said property being developed under the name of North Point Annexation, into a residential development; and

WHEREAS, Utah State Code 10-2-401.5 requires that any area proposed for annexation must be included within the City's Annexation Policy Plan, hereinafter called "Plan": and

WHEREAS, the current North Salt Lake Annexation Policy Statement was last adopted on February 19, 2003 and does not included the proposed development area; and

WHEREAS, the current Plan must be updated in a manner as required by Utah State Code 10-2-401.5, which necessitates the need to hire a professional consulting firm to conduct studies and provide analysis of population projections, projected costs for infrastructure, urban services, and public facilities in the preparation of an updated Plan; and

WHEREAS, the Developer has requested the city consider the addition of the subject property to the Annexation Policy Plan; and

WHEREAS, the Developer has agreed to provide reimbursement to the City for the associated cost for the preparation of an updated Annexation Policy Plan; and

WHEREAS, the City desires to update the Annexation Policy Plan and determine the economic impacts of future annexation petitions to determine the feasibility of the stated annexation areas in the plan and whether those areas should be amended; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements to be performed and kept by each of the parties as hereinafter set forth, it is hereby mutually agreed as follows:

1. The City shall enter into a Consulting Services Agreement with Lewis Young Robertson and Burningham, hereinafter called "LYBR" for the preparation of an updated Plan in accordance with the requirements in Utah State Code 10-2-401.5; and

2. The City shall consider adoption of the completed Annexation Policy Plan, which final draft may include the subject property, a decision that will be determined with consideration to the recommendation from the Planning Commission, public comment received at required public hearings, and the study of impacts performed by LYRB.
3. That Developer agrees to deposit with the City the sum of $15,250.00, which the City shall hold in trust, and shall utilize the funds for the payment of the study upon completion by LYRB.
4. In the event, LYRB does not complete the study, the City shall return the deposited funds to the Developer, less any payments made to LYRB for work completed.
5. The City makes no agreement, either directly or implied that completion of the study, and reimbursement for the associated costs of the study by the Developer, will result in adoption of the Plan which includes the subject property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

DEVELOPER

_____
Signature

_____
Printed Name

_____
Title and Company

In witness whereof, the Developer, as indicated above, hereby executed this document before me, represented authorization to do so, and acknowledged same this_____ day of_____, 20_____.

Notary Public:

_____

NOTARY PUBLIC
My Commission Expires: _____

City of North Salt Lake, a Municipal Corporation

By_____
Ken Leetham, City Manager

ATTEST:

By_____
Linda Horrocks, City Recorder

NORTH SALT LAKE ENGINEERING

10 East Center Street
North Salt Lake, Utah
84054
(801) 335-8723
Paulo@nslcity.org

LEONARD ARAVE
Mayor

PAUL OTTOSON, PE
City Engineer

MEMORANDUM

To: Honorable Mayor & City Council

From: Paul Ottoson

Date: July 21, 2020

Subject: Centennial Way Water Line Replacement

BACKGROUND

There have been several leaks in the water line along Centennial Way over the past few years. Most of the leaks have occurred where the main line connects with the lateral. Just last year alone there were a couple of leaks that undermined a large portion of the street and the City ended up replacing approximately 6,000 square feet of asphalt.

This project will replace the existing main line, the laterals to all homes that front on Centennial, and all the fire hydrants.

The City received six bids and they are shown below:

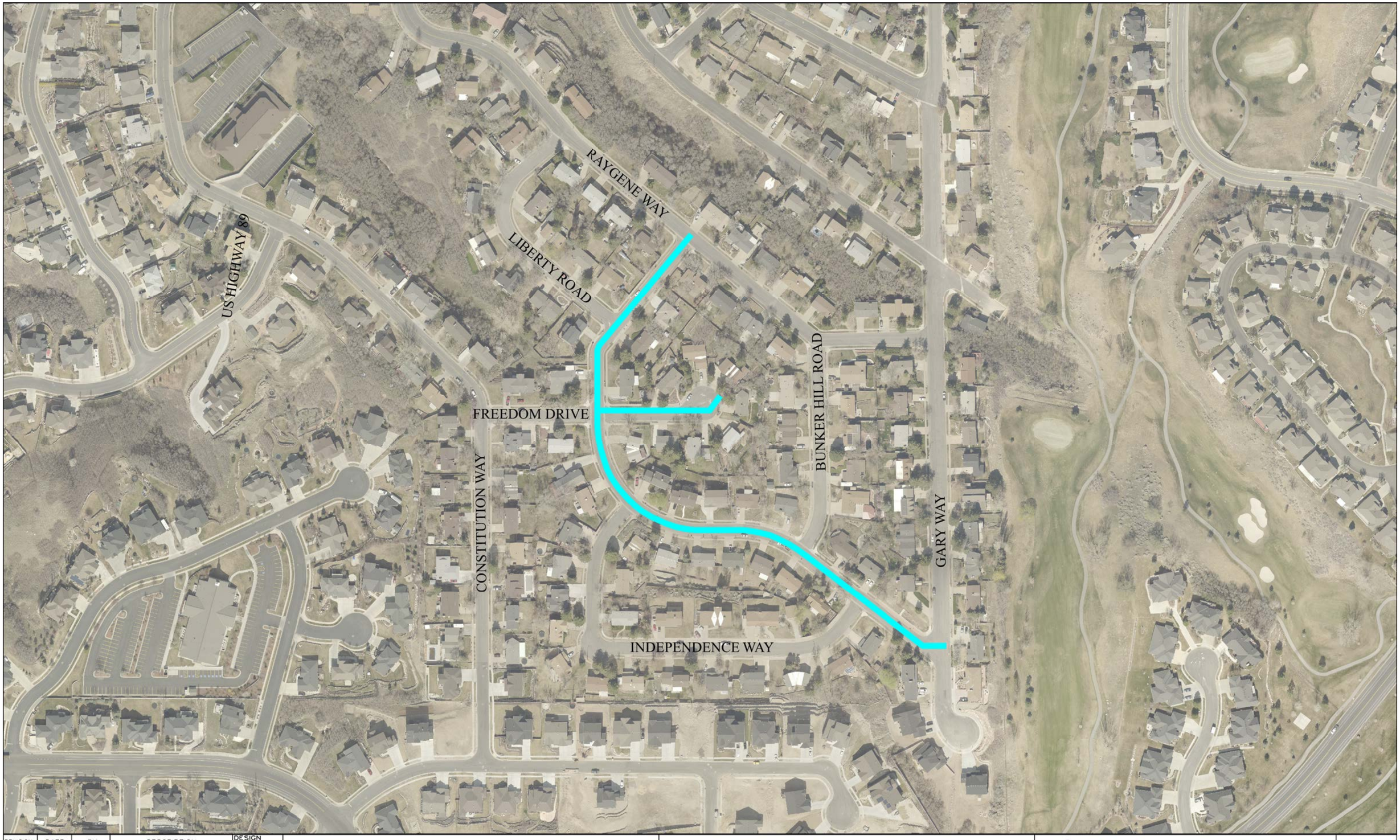
Contractor	Price
Construction Material Recycling	$325,998.00
Toncco, Inc.	$370,907.00
Applied Excavation	$422,162.50
Cody Ekker Construction	$477,633.00
MC Green and Sons	$489,897.70
Beck Construction and Excavation	$828,563.75

The project is currently funded with an amount of $460,000.00.

The contractor has never worked for the City before and we are in the process of checking references. We will have a recommendation at the City Council meeting.

POSSIBLE MOTION

I recommend City Council award the Centennial Way Water Line Replacement Project to Construction Material Recycling for the price of $325,998.00.



REVISION	DATE	BY	DESCRIPTION

DESIGN GMK
DRAWN GMK
CHECKED GMK
DATE MAR 2020
F.B. NO.
P.G. NO

SITE LOCATION

CENTENNIAL WATERLINE REPLACEMENT
RAYGENE WAY TO GARY WAY

CITY OF NORTH SALT LAKE
10 East Center Street
North Salt Lake, UT 84054
(801) 335-8700

LEN ARAVE
Mayor

KEN LEETHAM
City Manager

SHEET 1
OF 1

PROJECT NO.
20-019

CITY OF NORTH SALT LAKE

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

Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: July 21, 2020

SUBJECT: Proposed Resolution 2020-19R: a resolution approving an agreement between Davis County and the City of North Salt Lake related to the City's participation in the Davis County Small Business Grant Program and authorizing the Mayor to sign the approved agreement. (AGR 2020-29A)

RECOMMENDATION

I recommend approval of Resolution 2020-19R which approves an agreement between Davis County and the City of North Salt Lake related to the City's participation in the Davis County Small Business Grant Program and authorizes the Mayor to sign the approved agreement.

BACKGROUND

You will recall that all cities and counties in Utah are receiving federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act recently passed by the US Congress. The distribution of funds is being done through the Governor's Office of Economic Development. The City's total allocation of funds is an estimated $1,851,923 and will be distributed in three equal payments or "tranches". The City is scheduled to receive its first tranche of $617,308 by July 17.

There are many rules and restrictions related to the use of CARES Act funds. The Utah League of Cities and Towns, together with the Utah Association of Counties, have helped local government officials, including us, in recent weeks to understand those rules and restrictions and we have made every attempt to understand clearly what we are allowed to do with CARES Act funds. I have attached to this memo the latest question and answer document dated July 8, 2020 provided by the State related to use of funds. This document contains the general guidelines that all communities are using to determine proper implementation of CARES Act funding.

The purpose of this item is to consider using some of our CARES Act funds to participate in a Countywide Small Business Grant Program. This program has been created by Davis County and they have requested that all 15 cities in the County contribute 50% of their CARES Act funding (see attached funding by entity). The County is also proposing to share 50% of its CARES Act funding for an estimated total of $10 million that could be distributed to businesses throughout the County that have 49 employees or less

and have qualified Coronavirus expenses (see attached flyer). In our City, we distributed the flyer and informed our businesses via email and individual site visits that we encouraged their participation in the Program.

Since the creation of the Small Business Program, we have learned that it may be possible to use the City's CARES Act funds for the payroll expenses of our Police Department between March, 2020 and the end of 2020. You'll note on the July 8 Frequently Asked Questions that these revised regulations allow us to presume that public safety payroll expenses are "substantially dedicated" to mitigating or responding to the COVID-19 public health emergency. In our case, this provision would allow use of 100% of our CARES Act funds and provide tremendous relief to the City's general operating obligations since we have projected some revenue losses for this same time period. Because of this new allowance, I altered the attached agreement with the County to make the City's commitment to the Program voluntary and at our sole discretion. In addition, it now reads that we "may" participate up to 50% of our 1st tranche of CARES Act funds. I also indicated in the proposed agreement that we will only participate for North Salt Lake businesses and then only if the County is willing to participate with an equal contribution in those cases.

When the Program was initiated by the County, it was believed that most communities, including Davis County, would have difficulty using all of their CARES Act funds for qualifying expenses. In fact, the City's estimated COVID-19-related expenses are only $230,000 which includes supplies for the next 12 months, equipment used for sanitizing and cleaning, new equipment in the Council room to assist in conducting accessible on-line meetings and the installation of hands-free doors and plumbing in our public parks. These estimates also include potentially sharing revenues with the Fire and Recreation Districts for their COVID-19-related expenses. So, it's clear that without an adjustment to the regulations governing the use of funds, the City would easily be able to give 50% of its first tranche to the County for the Small Business Grant Program and still have funds to return to the State.

Between the time of writing this recommendation and the meeting, I will attempt to discover if other communities in Davis County will be participating and if so, to what degree. It seems likely that if cities can indeed cover police and fire payroll expenses, there may be very little left to use for small business grants. Again, I hope to have more information for you at the meeting so that you can make a fully informed decision. To be clear, this agenda item is not formal action on the use of the City's CARES Act funds for public safety; rather, it is to take action on the attached participation agreement for the Davis Small Business Grant Program.

PROPOSED MOTIONS

I move that the City Council adopt Resolution 2020-19R: a resolution approving an agreement between Davis County and the City of North Salt Lake related to the City's participation in the Davis County Small Business Grant Program and authorizing the Mayor to sign the approved agreement.

Coronavirus Relief Fund
Frequently Asked Questions
Updated as of July 8, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum $1.25 billion allocation and had one county with a population over 500,000 that received $250 million directly. The State should distribute 45 percent of the $1 billion it received, or $450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

May Fund payments be used to cover increased administrative leave costs of public employees who could not telework in the event of a stay at home order or a case of COVID-19 in the workplace?

The statute requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. As stated in the Guidance, a cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. If the cost of an employee was allocated to administrative leave to a greater extent than was expected, the cost of such administrative leave may be covered using payments from the Fund.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-

specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend $750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Entity	Total Distribution	1st Tranche	50% SB Grant Program
Davis County	$ 31,447,864	$ 10,482,621	$ 5,241,311
Bountiful	$ 3,916,848	$ 1,305,616	$ 652,808
Centerville	$ 1,572,161	$ 524,054	$ 262,027
Clearfield	$ 2,839,381	$ 946,460	$ 473,230
Clinton	$ 1,982,023	$ 660,674	$ 330,337
Farmington	$ 2,177,391	$ 725,797	$ 362,899
Fruit Heights	$ 553,735	$ 184,578	$ 92,289
Kaysville	$ 2,850,698	$ 950,233	$ 475,116
Layton	$ 6,866,152	$ 2,288,717	$ 1,144,359
North Salt Lake	$ 1,851,923	$ 617,308	$ 308,654
South Weber	$ 667,780	$ 222,593	$ 111,297
Sunset	$ 474,429	$ 158,143	$ 79,072
Syracuse	$ 2,700,158	$ 900,053	$ 450,026
West Bountiful	$ 508,994	$ 169,665	$ 84,832
West Point	$ 955,087	$ 318,362	$ 159,181
Woods Cross	$ 1,006,144	$ 335,381	$ 167,691
Total	$ 62,370,768	$ 20,790,256	$ 10,395,128

Davis CARES-
Business Grant Program

APPLICATION PERIOD OPENS
MONDAY, JULY 6TH, 2020

Davis County to launch the Davis CARES Business Grant Program. This grant will be for Davis County businesses with 49 employees or less who have been impacted by COVID-19.

Grants will be available in the following amounts to qualified businesses:

- Sole Proprietor: $5,000
- 1-9 Employees: $15,000
- 10-49 Employees: $30,000

CONTACT THE DAVIS CARES HELP LINE
MONDAY-FRIDAY 8:30 AM-4:45 PM

801-451-3256

daviscares@daviscountyutah.gov

CLICK HERE FOR MORE INFORMATION OR TO REGISTER FOR OVERVIEW WEBINAR

Davis Council of Governments

COVID-19 Economic Response
Davis CARES
BUSINESS GRANT PROGRAM

Davis COUNTY

www.daviscountyutah.gov

RESOLUTION NO. 2020-19R

A RESOLUTION APPROVING AN AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF NORTH SALT LAKE RELATED TO THE CITY'S PARTICIPATION IN THE DAVIS COUNTY SMALL BUSINESS GRANT PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE APPROVED AGREEMENT.

WHEREAS, the City of North Salt Lake, along with all other Davis County cities, is the recipient of federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act; and,

WHEREAS, the CARES Act allows for three disbursements or "tranches" and the City's first tranche will be $617,308; and,

WHEREAS, the Davis County Governing Body has established the Small Business Grant Program using 50% of its share of CARES Act funds and has requested that the cities within Davis County participate in this program by donating up to 50% of their CARES Act funds to this program; and,

WHEREAS, the City has evaluated the authorized uses of its share of CARES Act funding and has determined that it may have several qualifying costs of its own, but may choose to participate in the Small Business Grant Program as outlined in the attached agreement with Davis County; and,

WHEREAS, because the City of North Salt Lake has several hundred small businesses that could benefit from the Small Business Grant Program, it has a desire to participate in the proposed program.

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

1. The City hereby approves the proposed contract with Davis County that includes the donation of up to 50% of the City's portion of its first tranche of CARES Act funding.

2. The Mayor is hereby authorized to sign the attached contract with Davis County.

3. This resolution shall become effective immediately upon passage.

PASSED and ADOPTED this 21st day of July 2020.

ATTEST:

_____
Leonard K. Arave, Mayor

_____
Linda D. Horrocks, City Recorder

City Council Vote as Recorded:

Name	Vote
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

INTERLOCAL COOPERATION AGREEMENT FOR SERVICES RELATED TO THE DAVIS CARES BUSINESS GRANT PROGRAM

This INTERLOCAL COOPERATION AGREEMENT FOR SERVICES (this "Agreement") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah (hereinafter "County"), and THE CITY OF NORTH SALT LAKE, a municipal corporation of the State of Utah (hereinafter "City"). County and City may be collectively referred to herein as the "Parties."

RECITALS

A. WHEREAS, County and City are local governmental units authorized by Utah's Interlocal Cooperation Act (hereinafter, the "Act") to cooperate on a mutually advantageous basis to provide services in a manner that will accord best with several factors influencing the needs of local communities;

B. WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") provides for payments to state and local governments to mitigate the negative impact of the COVID-19 (hereinafter, the "CARES Act Funds");

C. WHEREAS, the County and City desire to cooperate to provide qualifying local businesses with financial assistance in accordance with the provisions of the CARES Act;

D. WHEREAS, the County has created the Davis CARES Business Grant Program (hereinafter, the "CARES Grant Program") to distribute CARES Act Funds, in the form of grants, to qualified local businesses within the County;

E. WHEREAS, it is the desire of the Parties that the County undertake activities to plan, administer, and carry out the objectives of the CARES Act Program.

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

1. Effective Date of Agreement. The effective date of this Agreement shall be the earliest date after all of the following are completed (the "Effective Date"):

a. This Agreement is approved by the legislative body of County through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

b. This Agreement is approved by the legislative body of City through a resolution or ordinance that, among other things, specifies the effective date of this Agreement;

c. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent County;

d. This Agreement is approved as to proper form and compliance with applicable law by an attorney authorized to represent City;

e. This Agreement is filed with the keeper of records for County; and

f. This Agreement is filed with the keeper of records for City.

2. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, with the exception of any and all warrantees, promises of indemnification, or as otherwise expressly set forth herein, automatically terminate upon the termination of CARES Act funding, unless terminated earlier pursuant to the terms and/or provisions of this Agreement.

3. Termination of Agreement. This may be terminated by a written agreement that is mutually and lawfully executed by the Parties terminating this Agreement. Otherwise, this Agreement shall terminate automatically after any of the following events and/or occurrences:

a. Six months after County receives from City a written notice of termination of this Agreement;

b. Six months after City receives from County a written notice of termination of this Agreement; or

c. As otherwise set forth in this Agreement.

4. City's Obligations. Upon commencement of this Agreement, the City may remit to the County, at its sole discretion and pursuant to its contracted rights, 50% of their proportional share of the 1st Tranche of CARES Act Funds, which is estimated to be $308,654. These funds will be distributed, as needed, for the purpose of assisting City businesses only and only when matched with an equal amount coming from the County's CARES Act Funds. The Parties hereby agree that the City may remit future CARES Act Funds to the County, as received by the State of Utah.

5. County's Obligations. The Parties acknowledge, understand and agree, that the County use of the City's CARES Act Funds will be used solely to facilitate the objectives of the CARES Act Program, including, without limitation, the distribution of grant awards to qualified businesses within Davis County.

6. CARES Grant Program Summary Report. At the conclusion of the CARES Grant Program, the County will create and distribute a summary report to the City that includes the results of the CARES Grant Program, including the number of businesses and residents that received CARES Act financial assistance in the City, and the amount of financial assistance received.

7. Rights and Obligations of the Parties upon Termination of This Agreement. The Parties acknowledge, understand, and agree that, upon the termination of this Agreement, the Parties shall have no rights or obligations under this Agreement except for the rights and/or obligations under this Agreement that, through the express terms and/or provisions of this Agreement or otherwise, survive the termination of this Agreement.

8. Governmental Immunity Act. The County and City are governmental entities under Title 63G, Chapter 7, et seq., the Governmental Immunity Act of Utah (the "Governmental Immunity Act"). Consistent with the terms of the Governmental Immunity Act, each Party shall be responsible for its own wrongful or negligent acts which are committed by its agents, officials, representatives, or employees. Neither Party waives any defense otherwise available under the Governmental Immunity Act nor does either Party waive any limit of liability currently provided by the Governmental Immunity Act. Each Party agrees to notify the other of the receipt of any notice of claim under the Governmental Immunity Act for which one Party may have an obligation to defend, indemnify, and hold harmless the other Party within thirty (30) days of receiving the notice of claim. The Parties also agree to notify each other of any summons and/or complaint served upon the said Party, if the other Party may have an obligation to defend, indemnify, and hold harmless the first Party, at least fourteen (14) days before an answer or other response to the summons and/or complaint may be due.

9. Indemnification. The Parties agree to indemnify the other Party, its officers, agents, representatives, officials, employees, and volunteers for and from any liability, costs, or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses, and/or compensations that arise out of this Agreement, or relate to this Agreement and/or the acts or omissions of a Party and/or Parties representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party (collectively, the "Party Representatives"). No term or condition of this Agreement shall limit or waive any liability that the Parties may have arising from, in connection with, or relating to this Agreement and/or the Parties Representatives' acts or omissions. It is expressly understood and agreed that the terms, provisions, and promises of this Section shall survive the termination of this Agreement.

10. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, each party is fully and solely responsible for any and all actions, activities, or business sponsored or conducted by such party.

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

To County:

Davis County
Attn: _____
61 South Main Street
P.O. Box 618
Farmington, UT 84025

To City:

City of North Salt Lake
Attention: City Manager
10 East Center Street
North Salt Lake, UT 84054

The Parties agree that the addresses set forth above regarding notices may be changed at any time during the term of this Agreement by either party providing the other party with written notice, which provides:

a. That the above-referenced address is no longer applicable; and
b. The new address to be used to receive notices under this Agreement.

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

13. Benefits. The Parties acknowledge, understand, and agree that the Parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the Parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

14. Execution of Additional Documents. The Parties each agree to execute and deliver any and all additional papers, documents, instruments, and other assurances, and shall do any and all acts and things reasonably necessary, in connection with the performance of its obligations hereunder, to carry out the intent of the Parties pertaining to this Agreement.

15. Assignment Restricted. This Agreement may not be assigned without the prior written consent of both of the Parties.

16. Waiver. No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.

17. Entire Agreement. This Agreement, including all attachments, if any, contains the entire agreement between the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both Parties.

18. Default. If any Party shall default in the performance of its obligations under this Agreement, the non-defaulting Party may bring an action in a court of competent jurisdiction to recover any damages caused by the default of the other Party, including reasonable attorney's fees. The non-defaulting Party's rights shall include the right to specific performance.

19. Utah Law. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

20. Severability. The Parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:

a. With respect to any provision that it holds to be unenforceable, by modifying the provision to the minimum extent necessary to make it enforceable or, if that event any provision of this Agreement is held to be invalid or unenforceable, that modification is not permitted by law, by disregarding that provision; and

b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.

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

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

23. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties. Except and only to the extent authorized by a Party in writing or provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

24. Time of Essence. Time is of the essence of all provisions of this Agreement.

25. Conflict of Terms. In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.

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

27. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

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

DAVIS COUNTY

_____
Chair, Davis County Board of Commissioners
Dated:_____

ATTEST:

_____
Davis County Clerk/Auditor

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

_____
Davis County Deputy Civil Attorney

_____ CITY

_____
Mayor
Dated:_____

ATTEST:

_____
City Recorder

APPROVED AS TO PROPER FORM AND
COMPLIANCE WITH APPLICABLE LAW:

_____
City Attorney

CITY OF NORTH SALT LAKE
CITY COUNCL MEETING-SPECIAL SESSION
JUNE 30, 2020

DRAFT

This meeting was held electronically via Zoom. The host site was located at 10 East Center Street in North Salt Lake.

Mayor Arave called the meeting to order at 6:03 p.m.

PRESENT: Mayor Len Arave
Council Member Lisa Watts Baskin
Council Member Natalie Gordon
Council Member Brian Horrocks
Council Member Ryan Mumford
Council Member Stan Porter

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Church, City Attorney; Linda Horrocks, City Recorder; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: Ronald Johnson, Geosyntec Consultants.

1. CONSIDERATION OF PROPOSED AWARD OF BID FOR THE REPAIR OF THE EAGLEPOINTE LANDSLIDE

Ken Leetham presented the Eaglepointe construction drawings of the areas to be repaired per the Eaglepointe Landslide to those present. He showed the location of the base of the landslide and where the construction of a buttress or key wall would be placed.

Mayor Arave asked about drainage at the site. Ken Leetham replied that there would be drainage and indicated the drainage and water collection area on the map.

Mayor Arave asked if a change order to the bid would be necessary for additional work as there was the potential for water to seep through the drainage wall. He asked that staff review this potential issue.

Paul Ottoson commented that the contractor would drill into the mountainside based on subsurface data to add drains.

Ron Johnson, Geosyntec Consultants, commented in respect to the seepage behind the drainage walls and said it was a long-standing issue in that area, which would remain so. He said the proposed repair would not address the seepage, as there were active springs and high water flow

there. He spoke on implementing sub horizontal drains and the potential to incorporate the drainage under the tennis courts once they were demolished into the proposed system.

David Church commented that it would be a problem to go beyond the scope of the proposed agreement as the contract was negotiated per the settlement agreement. He said the City would have to negotiate any additional work with the contractor separately as the proposed contract was a fixed price contract.

Ken Leetham then showed the drainage system, explained where the funding for the repair would come from, and said the total cost for repair was $2,210,000. He recommended that the City Council approve the proposed bid for the repair of the Eaglepointe Landslide.

2. CONSIDERATION OF THREE CONTRACTS OF SERVICES WITH GEOSYNTEC TO PROVIDE ENGINEERING AND CONSULTING SERVICES TO THE CITY RELATED TO THE CONSTRUCTION OF THE EAGLEPOINTE LANDSLIDE REPAIR PROJECT:

    a) EAGLEPOINTE ENGINEER OF RECORD (EOR) PROPOSAL
    b) EAGLEPOINTE CONSTRUCTION QUALITY ASSURANCE (CQA) PROPOSAL
    c) EAGLEPOINTE PROJECT AND CONSTRUCTION MANAGEMENT (PM-CM) PROPOSAL

Council Member Porter moved that the City Council award to BH, Inc., and to Geosyntec contracts for services for the Eaglepointe landslide repair project in a fixed price amount of $2,210,000 and conditioned upon the following:

a) City attorney approval of the form of the contracts.
b) Receipt into the City accounts of the total amount of $2,210,000 from the settlement fund.
c) Receipt of deeds and easements necessary to complete the construction of the project.

Council Member Baskin seconded the motion.

Mayor Arave asked what deeds and easements the City would need to obtain for the repair work. David Church replied that the City would only need to obtain temporary easements for the tennis courts. The City would receive deeds for the now undevelopable property at the top of the hill as well as the Utrilla lot.

Ken Leetham commented that the City may also need to obtain a temporary easement for the Colosimo property. Paul Ottoson replied affirmatively that the City would need that easement as well.

The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.

3. ADJOURN

Mayor Arave adjourned the meeting at 6:17 p.m.

Mayor	City Recorder

CITY OF NORTH SALT LAKE
CITY COUNCL MEETING-REGULAR SESSION
JULY 7, 2020

DRAFT

This meeting was held electronically via Zoom. The host site was located at 10 East Center Street in North Salt Lake.

Mayor Arave called the meeting to order at 6:01 p.m.

PRESENT: Mayor Len Arave
Council Member Lisa Watts Baskin
Council Member Natalie Gordon
Council Member Brian Horrocks
Council Member Ryan Mumford
Council Member Stan Porter

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; David Church, City Attorney; Sherrie Llewelyn, Community Development Director; Ali Avery, Long Range Planner; Linda Horrocks, City Recorder; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: Phil Markham; Richard Hamik, ACE Recycling and Disposal; Dee Lalliss, resident; Mark Morris, VODA Landscape + Planning.

1. CITIZEN COMMENT

There were no citizen comments.

2. CONSIDERATION OF REVISED DESIGN FOR TOWN CENTER BRANDING AND WAYFINDING PROJECT

Ali Avery commented on the two logo options which were presented to the City Council during the May 19th meeting. She said the consultant had made the suggested changes and refined the signage plan.

Mark Morris, VODA Landscape + Planning, presented the revised signage for the Town Center and branding project. He showed an updated version of the logo, which featured mountains and a lake surrounding the letters “NSL” encompassed in a circle with the words “North Salt Lake” and “Town Center” embedded in the outer circle. He said this logo and signage would be used for the Town Center area. Mr. Morris explained that the graphic elements of the mountains and lake had been revised per the prior discussion with the Council. He then showed that there would

be three different colored renditions of the signage in turquoise, green, and orange, to signify auto, trail, and gateway oriented signage.

Mark Morris showed examples of the auto oriented signage and said four of these signs would be placed near the entrance of the Town Center, along Highway 89 and Main Street, and after the gateway signs. A maximum of three destinations, per highway standards, would be included on each of these signs. Requirements for the signage included lettering that was six feet tall for capitalized letters and four and a half feet tall for lowercase letters. Navigation arrows would be the height of the text and the auto signs would be placed a minimum of 12 feet from travel lanes and a minimum of six feet from the shoulder.

Mr. Morris then showed examples of the trail signage and said there would be eight trail signs located through the Town Center area. These signs would include information with the distances to locations in minutes such as a seven minute walk to Hatch Park. The trail signs would provide a map on the front and trail etiquette/rules on the reverse side. These signs would be approximately two feet by six inches in height and 10 inches wide.

Mark Morris presented examples of the gateway signage and said there would be four identical gateway signs located at the Town Center entrances. These signs would be 15 feet tall, four inches wide, and 1.6 inches deep for maximum visibility. He then spoke on pedestrian signage, which would be located in the center of the Town Center. These signs would be nine feet tall and two feet wide with four-sided paneling. These signs would provide directions, maps, historical or landmark information, and photos.

Mr. Morris showed examples of map signage and said there would be five map signs located in the Town Center area and near the Eaglewood housing development. These signs would be approximately four feet in height and angled at 30 degrees. Each map sign would have a “You are Here” location sticker. The branding itself would be meant for use in multiple ways including temporary signage, banners, standing signage, etc.

Mark Morris commented that he would bring the final signage packet to the City Council for consideration and potential adoption soon.

Mayor Arave thanked Ali Avery and Mark Morris for the work they had done on the signage and said the designs looked promising.

Ken Leetham asked if the City Council had time to provide additional feedback on the signage. He also asked about the schedule for this project. Ali Avery replied that the original contract was set to expire at the end of June with Wasatch Front Regional Council but an extension could be given if necessary. She said staff had hoped to have the project completed by the end of August. Mark Morris commented that the City Council would have time to review what was presented and provide feedback within the next week.

3. CONSIDERATION OF RESOLUTION 2020-22R: A RESOLUTION RATIFYING THE CITY COUNCIL'S PREVIOUS AWARD OF BID TO ACE RECYCLING AND DISPOSAL FOR RECYCLING AND SOLID WASTE SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR SERVICES (2020-24A)

Ken Leetham reported that the City Council awarded a bid for recycling and solid waste services to ACE Recycling and Disposal in June of 2020. The proposed resolution would ratify that previous action and authorize the Mayor to sign the proposed contract for services. This contract would run for three years starting July 1, 2020. He said ACE began providing services to the City on July 1st. The proposed rates would stay the same for two years with an opportunity to extend for an additional three years in 2023.

Mr. Leetham explained that the City Council had previously chosen the low bidder; however, upon further review, that entity determined they would be unable to begin providing service by July 1, 2020. He said the City's attorney had reviewed the contract provided by ACE. He said the proposed contract referred to the bid response document, which addressed all of the provisions such as customer service, and would be included with the contract for approval.

Ken Leetham said ACE had a 24-hour call center, which would be available seven days a week, and would be a real advantage for residents.

Council Member Porter asked what type of recycling was done at Wasatch Integrated Waste Management, which is where the recycling provided by ACE would go. Mayor Arave replied that Wasatch Integrated Waste Management had a dirty Material Recovery Facility (MRF), which would process regular garbage as well as a recycling facility. He recommended the City Council tour the Wasatch Integrated Waste facility.

Council Member Porter asked if the City should continue to offer recycling and garbage cans as it appeared tipping fees would be charged for each recycling can. Mayor Arave clarified that there would not be tipping fees as long as ACE took the cans to Wasatch Integrated. He also said source separation of trash and recycling was more efficient and cleaner.

Ken Leetham commented that the City was paying a charge per recycling can for hauling and not an additional tipping fee. Mayor Arave also explained that generally recycling had a higher cost than regular garbage.

Council Member Baskin commented that the document referred to services such as spring, fall, and second Saturday cleanups and a bulky waste collection service as referenced in a response document. She stated the response document was not attached to the materials she received. She then asked for more details on the curbside bulky waste collection service. Ken Leetham replied

that the response document should have been included in the packet. He said the curbside bulk waste cleanup could be a good alternative to a second Saturday cleanup. Residents could place bulky items, such as furniture, appliances, fixtures, trees and bushes, on the curb and ACE would pick it up. He said the City could add this service to replace the Saturday pickup or as a spring/fall pickup.

Council Member Porter asked about the service in which ACE would move the garbage cans to the truck and back to the house for elderly and disabled residents. Richard Hamik, ACE Recycling and Disposal, replied that this service would be available for those on a list that the City provided.

Council Member Porter commented that this was a great service and may be worth the switch to ACE. Ken Leetham said while the City did not have a list of who would need this service, it would be advertised to residents.

Council Member Horrocks moved that the City Council adopt Resolution 2020-22R: a resolution ratifying the City Council's previous award of bid to ACE Recycling and Disposal for recycling and solid waste services and authorizing the Mayor to sign an agreement for services. Council Member Baskin seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter via Zoom chat.

4. APPROVE CITY COUNCIL MINUTES

The City Council minutes of June 16, 2020 were reviewed and approved. **Council Member Horrocks moved to approve the City Council minutes of June 16, 2020 as amended. Council Member Porter seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

5. ACTION ITEMS

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

Council Member Gordon asked that an item be added to set up a time to review the policies and the procedures manual for the police department with the police chief. Council Members Gordon and Baskin, along with Ken Leetham, asked to meet with Chief Black. Council Member Gordon suggested that there could also be a review with the entire City Council during a future work session.

6. COUNCIL REPORTS

Council Member Porter reported that there had been significant usage of the parks and trails lately especially Tunnel Springs Park and the Wild Rose Trail. He said the Parks Department had done a great job of keeping these areas nice.

Mayor Arave commented that he had driven by the splash pad several times and did not notice an issue with social distancing. He asked if the City Council had noticed any issues.

Council Member Horrocks mentioned the Bountiful High School discussion on social media about changing their mascot from the Braves. He also asked for an update on the splash pad.

Ken Leetham said he had also been monitoring the splash pad and had not noticed any issues. He concluded that the City was in compliance with the Davis County Health Department requirements. He said while there were concerns about the spread of the virus the health department had not changed their position at this time.

Council Member Horrocks asked for an update on some issues that occurred at the golf course on July 3rd. Ken Leetham said that there was social media chatter about a party at the golf course which he and several members of the police department followed up on. There were approximately 200 to 300 youth at the golf course that night. Mr. Leetham said around 10:30 p.m. the youth were asked to leave. He commented that the police department kept the individuals off the patio and greens and there were no serious incidents.

Mayor Arave commented that if a similar incident happened related to large gatherings that this was a concern per COVID. He said that the City needed to be more vigilant to ensure that mass gatherings did not occur on City property and that if they did that the crowd was dispersed quickly.

Council Member Gordon asked to meet with Mayor Arave and Ken Leetham regarding the Youth City Council scholarships.

Council Member Mumford reported that he had toured the Salt Lake City airport. He said it was awesome to see the new facility, and added that it had also been an opportunity for Salt Lake to share their opinion on the Misty River annexation.

Council Member Mumford then reported on the upcoming events including the Summer Trail Series, with an event at the Legacy Park Trailhead on Saturday July 11th at 9 a.m.

Council Member Mumford then said the Parks and Arts Board was preparing for the NSL Reads event in September but would keep the Council posted on the status of this event.

Council Member Mumford thanked staff for providing information about the number of active cases of COVID in the City. He said he was pleased that the City's numbers had decreased as

several other cities in the area had seen increases. He also said he had received multiple comments that residents were happy the splash pad was open.

Council Member Mumford thanked the police chief for attending the food truck night and speaking with residents.

Mayor Arave asked for an update on the odor issue from the South Davis Sewer facility. Council Member Mumford replied that there were three events within the last week and were less consistent than before. He said that there would be a cleaning of the solar drying bed, which may result in increased odors within the next few weeks.

Mayor Arave asked how many people met with the police chief at the food truck night. Chief Black replied that about a half dozen people met with him and the conversations were not controversial or critical.

Mayor Arave said he also met with residents the week before and those he spoke with expressed appreciation for the police department. Council Member Mumford said that the feedback he received from residents related to Chief Black's presence at these events was positive. He felt that the police department being open and willing to have a conversation was important to residents.

7. MAYOR'S REPORT

Mayor Arave reported that the MRF at the landfill was starting to work. He said that staff would setup tours for Council members who were interested.

8. CITY ATTORNEY'S REPORT

David Church had nothing to report.

9. CITY MANAGER'S REPORT

Ken Leetham reported that there was an electrical issue at the splash pad, which may result in a closure. David Frandsen replied that an electrician was working on the issue right now. He said the hope was for the problem to be repaired with no interruption in service.

Ken Leetham then reported that several businesses had taken advantage of Davis County's small business grant program. He said staff hand delivered information on this program to many of the City's businesses. Mr. Leetham commented that there would be a contract for review on the next City Council agenda regarding the City's participation in this program.

Council Member Horrocks provided an update on the golf course. He said revenues were up which was attributed in part to the rate increases. He said the new golf course director had been a positive influence as well. Mayor Arave commented that he had seen an increase in social media and advertising for the course.

Council Member Baskin reported that Midvale's mayor JoAnn Seghini had died. She said she was a wonderful person and wanted to honor her memory. Ken Leetham echoed these sentiments and said she was a great mayor and a terrific person.

10. ADJOURN

Mayor Arave adjourned the meeting at 6:57 p.m.

Mayor	City Recorder

Action Items for July 21, 2020

Item	Staff	Description
New		
1	Ken Linda	City Council members to potentially tour the Wasatch Integrated Waste Management facility.
2	Craig Ken	Setup a review and discussion of the police policies and procedures manual with CM Baskin, Gordon, and Ken Leetham. *Ken and Craig to meet with CMs Baskin and Gordon 7/20.*
Current		
1	Sherrie Ken	Staff to work with Barry Bryson regarding becoming a service provider for Eduroam with Utah Education and Telehealth Network. Also potential for a presentation from UETN about Eduroam. *Staff is reviewing information provided by Barry Bryson and will set up a demo to gather more information.*
2	Janice Ken	Staff to provide updated list on expenditures related to CARES Act Funding as well as participation in the County program. *Will be reviewed at the July 21, 2020 council meeting.*
3	Sherrie	Staff to reach out to the LDS Church to discuss vacant property located at Amberly and Norfolk Drive. (Also, request was made to review potential change to development agreement to allow for a 55+ community). *This parcel is in compliance with all property maintenance codes. Sherrie has left several messages trying to reach the property owners and has not received return calls. 6/23/20*
4	Craig, Ken Sherrie	Staff to follow up with car lot at the diagonal on (800 West?) and Highway 89 to ensure they do not park cars on the street. *A report is being prepared for the Council's review on this item.*
5	Paul, Janice, Ken	Staff to monitor contractor pricing related to road projects and report back to City Council on any savings/decrease in pricing for the potential to go out for bid/perform road projects now. *This analysis is being done and will be presented to the City Council in July and continually monitored and updated. 6-2-20 Staff is not seeing a discount at this point, but will continue to monitor.*
6	David, Linda	Reschedule service projects -- including Purge the Spurge at Wild Rose Trail (with YCC and residents help). *Staff will evaluate the feasibility of projects depending on COVID-19 restrictions.*
7	David, Sherrie	Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. *Staff is working on a follow-up report to the City Council.*
8	Paul	Ken Leetham suggested staff review the arterial roadways with heavy traffic to determine if increased standards were required.
9	David	Staff to create a to do list for park projects this year with the help of the Parks and Arts Board and Ken Leetham
10	Ken/Linda	Provide information on leash law and fines to City Council (potentially through social media as well?) *Title 5, Chapter 4, Paragraph G(3) of the City Code reads: "Dogs in Parks or Playgrounds: No person shall permit any dog to enter or remain on city property, including public parks, trails, open space, or playgrounds without a leash, except for the Foxboro Legacy Park, where dogs are strictly prohibited. It shall be unlawful for a pet owner, or custodian, to leave pet waste in any of the above-mentioned locations except within an appropriate trash or waste receptacle."*
11	CD Dept.	Staff to work with Bountiful Veterans Park Foundation to reach out to the community to obtain the names of veterans in the community that would like to be honored on the memorial wall at the park. Staff to also work with Stan Porter and the PTAR Board to plan for next phases of possible improvements in the City's Veterans Memorial Park. *Ali has received the name list from Bountiful and is researching grant opportunities. (UPDATED 5/26/2020)*
12	Sherrie, Ken	Mayor Arave requested setting up a community wellness committee by ordinance so that we could make efforts similar to Centerville related to wellness in the community. *NAMI free on-line mentalhealth support group during COVID-19. Sign up: https://form.jotform.com/200846724854158 NAMI Mentor hotline 9am-4:15 pm M-F. (801) 323-9900 or (877) 230-6264. (updated 5/26/2020)*
13	Linda	Coordinate an afternoon time with UTA and Council for Frontrunner/UVX tour to Provo. *Linda has contacted Hal Johnson – He is coordinating with Beth Holbrook and will get back to us on potential dates. (Postponed until after COVID-19 restrictions.)*

14	Tyler, Julie McLachlan	Look at the possibility of expanding a recreation program up at the golf course. Clinics, lessons, paid classes/workshops, etc. *This idea will be included in the new proposals related to the golf course and efforts to increase revenues.*
15	Sherrie, DRC	Council requested zoning recommendations from staff for two parcels on the east side of Orchard Drive north of Center Street, Odell Lane, and the RM-20-zoned neighborhood on the west side of Orchard Drive south of Center Street. *The DRC has reviewed the parcels and is currently considering options for rezoning the property.(3/5/20)*
16	Ken, David Church	Staff (David Church) to review current law related to annexation of unincorporated areas and to send an email to Senator Weiler ASAP (for the current legislative session) if the current law is not sufficient for the City's needs. *Sherrie has provided a memo to Ken (3/5/20)*
17	Sherrie Ken etc.	Get number for Jeremy Holt at LDS Hospital from Mayor re: partnering with NSL on mental illness outreach. Also, the Council discussed the possibility of staff preparing outreach/educational information in the newsletter and on the City's website some sources of help for suicide and mental illness. Council also discussed working with LDS Hospital, League of Cities and Towns, creating a citizen committee/group, hosting an educational class, and preparing a packet related to mental illness. *Ken has spoken with a non-profit group who may host a social services open house in NSL.*
18	Ken	Staff would prepare a proposal related to small insurance claims and a fund to pay for these types of items in-house rather than submitting them through insurance.
19	David Ken	Staff to work with Woods Cross to improve their dog park and discuss potential for a new dog park in the area. *City Staff is reviewing other communities' dog parks and preparing a recommendation for the City Council. Woods Cross City has tentatively indicated a willingness to participate.*
20	Ken Craig	Staff to work on emergency preparedness reporting and coordination with Davis County rather than NSL – and whether it should be organized and run by South Davis Fire. *Staff is working with surrounding communities and Fire District to evaluate staffing needs and possible employee sharing*
21	Paul David Ken	Various assignments related to water and water planning including: collection of water usage data by area, analysis and recommendation related to water conservation rate structure, and long-range planning for water needs. *Staff proposal to engage a 3rd party to perform water comprehensive plan in FY 2021 Budget.*
22	Linda Ken	CM Porter asked for recognition/formalization of the City's History Committee on a future agenda. *Staff reviewing history committees of other cities and will draft resolution.*
23	Linda	Staff to arrange a tour of Wasatch Resource Recovery Plant for interested City Council members and staff. *Scheduled for early April. Now postponed until after COVID-19 passes.*