



AMENDED

CITY COUNCIL MEETING & PUBLIC SAFETY BUILDING COMMITTEE JOINT WORK SESSION AGENDA JULY 07, 2020 - 6:00 PM CITY COUNCIL & PLANNING COMMISSION FIELD TRIP – 7:30 PM NORTH OGDEN, UTAH

PUBLIC IS INVITED TO ATTEND BY:

Click the link to join the webinar: <https://us02web.zoom.us/j/81341085110> Webinar ID: 813 4108 5110
or Telephone: Dial - US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656
or Youtube: <https://www.youtube.com/channel/UCrigbePBxTucXEzRr6fclhQ/videos>

Welcome: Mayor Berube

Invocation & Pledge of Allegiance: Council Member Cevering

ACTIVE AGENDA - 6:00 PM

1. Public Comments*
2. Discussion and/or action to consider a Resolution approving the C.A.R.E.S. Act Interlocal Agreement
Presenter: Jon Call, City Manager/Attorney

WORK SESSION AGENDA

3. Discussion on the Public Safety Facility Project Timeline (Where we are and the next steps)
Presenter: Brent Chugg, Chairman
4. Explanation of proposed Public Safety Building square footage
Presenter: Dirk Quinney, Chief of Police
5. Public Comments*
6. Council/Committee/Mayor Comments
7. Discussion and/or action to adjourn the active agenda/work session to convene in a field trip

FIELD TRIP - 7:30 PM

8. Field Trip to Village at Prominence Point (1700 N. and Washington Blvd.) - Update
9. Council/Planning Commission/Mayor Comments
10. Adjournment

****Please see notes regarding Public Comments rules and procedure***

The Council at its discretion may rearrange the order of any item(s) on the agenda. Final action may be taken on any item on the agenda. In compliance with the American with Disabilities Act, needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Annette Spendlove, City Recorder at 782-7211 at least 48 hours prior to the meeting. In accordance with State Statute, City Ordinance, and Council Policy, one or more Council Members may be connected via speakerphone or may by two-thirds vote to go into a closed meeting.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the North Ogden City limits on this 6th day of June, 2020 at North Ogden City Hall, on the City Hall Notice Board, on the Utah State Public Notice Website, at <http://www.northogdencity.com>, and faxed to the Standard Examiner. The 2020 meeting schedule was also provided to the Standard Examiner on December 22, 2019. S. Annette Spendlove, MMC, City Recorder

Public Comments/Questions

- a. Time is made available for anyone in the audience to address the Council and/or Mayor concerning matters pertaining to City business.
- b. When a member of the audience addresses the Mayor and/or Council, he or she will come to the podium and state his or her name and address.
- c. Citizens will be asked to limit their remarks/questions to five (5) minutes each.
- d. The Mayor shall have discretion as to who will respond to a comment/question.
- e. In all cases the criteria for response will be that comments/questions must be pertinent to City business, that there are no argumentative questions and no personal attacks.
- f. Some comments/questions may have to wait for a response until the next Regular Council Meeting.
- g. The Mayor will inform a citizen when he or she has used the allotted time.

RESOLUTION NO.

A RESOLUTION OF NORTH OGDEN CITY ADOPTING AN INTERLOCAL AGREEMENT FOR THE ADMINISTRATION OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

WHEREAS, the City Council of North Ogden City (the "Council") is empowered under the provisions of Utah Code § 11-13-101 et. Seq. to enter into Interlocal agreements with other governmental entities; and

WHEREAS, the City Council believes it is in the public interest to enter into an Interlocal agreement for the effective handling of the available CARES Act funds; and

WHEREAS, the City has received the first round of funding and the County has established a program for the distribution of the funds;

NOW THEREFORE, the City Council hereby resolves as follows:

The attached Interlocal agreement is adopted and accepted by North Ogden City for the purposes of distributing CARES Act Funds.

Effective Date. This Resolution shall take effect upon its adoption by the City Public Body.

PASSED and APPROVED this 7th day of July, 2020.

NORTH OGDEN CITY

S. Neal Berube, Mayor

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay
Council Member Barker:	_____	_____
Council Member Cevering:	_____	_____
Council Member Ekstrom:	_____	_____
Council Member Stoker:	_____	_____
Council Member Swanson:	_____	_____

(In event of a tie vote of the Council):

Mayor Berube	_____	_____
---------------------	-------	-------

ATTEST:

S. Annette Spendlove, MMC
City Recorder

**INTERLOCAL COOPERATION AGREEMENT
FOR THE DISTRIBUTION OF CARES ACT FUNDING**

Field Co

This agreement is made by and between Weber County, a body politic of the State of Utah (“County”), and the following undersigned municipalities: Farr West, Hooper, Huntsville Town, Marriott-Slaterville, North Ogden, Plain City, Pleasant View, Riverdale, Roy, South Ogden, Washington Terrace, and West Haven (“Cities”), individually referred to as “Party” and jointly referred to as “Parties,” pursuant to the provisions of the Interlocal Cooperation Act, §§ 11-13-101 et seq., Utah Code Annotated, 1953, as amended.

RECITALS

WHEREAS, the State of Utah is distributing a portion of its Coronavirus Relief Fund (“CRF”) provided by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) to Utah’s counties and municipalities through a population-based formula; and

WHEREAS, each eligible local government will initially be paid one-third of its CRF allocation from the State with the remaining two-thirds to be disbursed at a future date, subject to the availability of funding; and

WHEREAS, the CRF can only be used to cover necessary expenditures and losses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, necessary expenditures include direct emergency response activities, such as addressing public health needs, but also expenses required to respond to second-order effects of COVID-19, such as providing economic support to businesses and individuals that have been financially impacted by the pandemic; and

WHEREAS, each City has received its initial one-third installment and desires to contract with the County to distribute these funds pursuant to the terms of this agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the Parties hereto agree as follows:

**SECTION ONE
TERM OF AGREEMENT**

1. This agreement shall commence on the 1st day of July 2020, and continue through and including the 30th day of June 2021, unless terminated earlier. The agreement may be extended on a year-to-year basis as needed through a written amendment.
2. Notwithstanding the provisions of this agreement, individual Cities may terminate their participation in this agreement at any time by giving ninety (90) days written notice to the County.

SECTION TWO SCOPE OF SERVICES

3. Each City shall provide to County at least 90% of the initial distribution of its CRF funds. Distribution percentages of future installments shall be determined through a written amendment to this agreement. Cities' CRF funds shall only be used as specified in this or other future agreements between the Parties.

4. Each City may retain 10% of the initial distribution to reimburse the City for expenditures that are authorized by section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

5. County shall distribute CRF funds to businesses and non-profit organizations located within the County and Cities that have been financially impacted by COVID-19 ("Businesses").

6. Businesses desiring to receive CRF funds shall complete a grant application made available by County. County shall accept grant applications on a rolling basis until all CRF funds are exhausted.

7. County will develop a governing policy outlining the process for receiving and objectively evaluating grant applications. Businesses must meet certain criteria to be eligible to receive CRF funds including, but not limited to the following:

- a) Businesses must have a location within County boundaries;
- b) Businesses must have experienced a significant impact from the COVID-19 pandemic;
- c) Businesses must be open, or plan to reopen as of the date an application for CRF funds is submitted;
- d) Businesses must be current on property taxes and have no legal actions against or from any of the Cities or County;
- e) Business owners must be 18 years or older and have a valid employer identification number (EIN), or a valid social security number for sole proprietors; and
- f) Businesses must have the ability to document and report on funds received.

8. Businesses may use CRF funds to reimburse the costs of business interruptions incurred as a result of COVID-19, such as changes to buildings to encourage social distancing, purchases of personal protective equipment or cleaning and sanitation supplies. Businesses may also receive a grant of economic support if their business was affected by decreased customer demand as a result of the public health emergency. These grants will be based on the loss of net income from March 1 through May 31, 2020.

9. County shall require Businesses that receive CRF funds to adhere to the CARES Act and any current or future guidance related to the CRF funds. County shall also require Businesses to retain documentation related to any uses of the funds, including but not limited to invoices, sales receipts, and payroll expenditures.

~~10. County may also use funds to assist individuals who have been laid off, furloughed, or otherwise significantly financially impacted by the COVID-19 pandemic. Such assistance may involve helping individuals enroll in government benefit programs, helping to prevent eviction and to assist in preventing homelessness, providing employment and training programs, and to ease other COVID-19 related financial hardships.~~

~~11.10.~~ Time is of the essence in distributing CRF funds, and County shall work toward distributing all CRF funds from the initial distribution by the end of August 2020.

SECTION THREE REIMBURSEMENT FOR SERVICES PROVIDED

~~12.11.~~ Each City agrees that County will not receive any compensation from the City for services provided under this agreement. However, County may be reimbursed out of CRF funds for any costs incurred by County in distributing, monitoring, and accounting for the use of any CRF funds as authorized by section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

SECTION FOUR RECORDS

~~13.12.~~ All records created or received by County in accordance with this agreement (“CRF Records”) shall be County records. County agrees to keep all records in a manner approved by the County Auditor and agrees that said records shall be open for examination by any of the Cities at any reasonable time.

~~14.13.~~ Cities shall coordinate with each other and designate two representatives (“Representatives”) to assist the County in evaluating grant applications in accordance with the terms of this agreement, provisions in the CARES Act, and any relevant regulations.

SECTION FIVE EMPLOYEES

~~15.14.~~ It is the intent of this agreement that County employees shall be deemed to be employees of County for all purposes, including, but not limited to, workers compensation, social security, employment insurance, and other benefits provided to County employees. City employees shall be deemed to be employees of each respective City for all purposes, including, but not limited to, workers compensation, social security, employment insurance, and other benefits provided to their employees.

SECTION SIX INDEMNIFICATION

~~16.15.~~ County agrees to indemnify and hold each City and its agents, officials, and employees

Interlocal Agreement
CARES Act Funding
Pg. 3

harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of County in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.

~~17.16.~~ Each City agrees to indemnify and hold the County and its agents, officials, and employees harmless from and against any and all suits, claims, and proceedings for any and all loss, damages, injury, or liability arising out of the actions, omissions, or other alleged wrongdoing of the City in its provision of services pursuant to the terms of this agreement. The provisions of this paragraph shall survive termination of this agreement.

~~18.17.~~ Notwithstanding the foregoing, County and Cities are governmental entities under the Governmental Immunity Act of Utah (Utah Code § 63G-7-101, *et seq.*) (“Governmental Immunity Act”). Neither County nor any City waives any defenses or limitations of liability otherwise available under the Governmental Immunity Act, and they all maintain all privileges, immunities, and other rights granted by the Governmental Immunity Act.

SECTION SEVEN ADMINISTRATION

~~19.18.~~ This agreement does not contemplate any separate legal entity to provide for its administration and none shall be required. The agreement shall be administered by the governing bodies of all participating Parties hereto.

SECTION EIGHT MISCELLANEOUS

~~20.19.~~ **Amendment.** This agreement shall not be modified or amended except in writing, which shall be signed by duly authorized representatives of the County and participating Cities.

~~21.20.~~ **Interlocal Cooperation Act.** In satisfaction of the requirements of the Interlocal Cooperation Act, the Parties hereby agree as follows:

- a. This agreement shall not be effective until approved by resolutions of the governing bodies of the County and the participating Cities.
- b. This agreement shall be submitted to an authorized attorney for each Party who shall approve the agreement as being in proper form and compatible with the laws of the State of Utah.
- c. The Parties agree that a signed copy of this agreement will be filed with the keeper of the public records of each entity.
- d. The Parties agree that they are not creating an interlocal entity by this agreement.
- e. No real or personal property will be acquired, held, or disposed of or used in conjunction with a joint or cooperative undertaking.

~~22.~~21. **No Third Party Beneficiary.** Nothing in this agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third party beneficiary under this agreement.

~~23.~~22. **Further Assurance.** Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

~~24.~~23. **Severability.** If any provision of this agreement shall be held invalid or unenforceable by any court or as a result of future legislative action, the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this agreement. In lieu of such illegal, invalid or unenforceable provision, the Parties shall use commercially reasonable efforts to negotiate in good faith to insert a substitute, legal, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this agreement.

~~25.~~24. **Governing Law.** This agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this agreement. The Parties also recognize that certain federal laws may be applicable. In the event of any conflict between the terms of this agreement and any applicable state or federal law, the state or federal law shall control.

~~26.~~25. **Headings.** The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

~~27.~~26. **Counterparts.** This agreement may be executed in any number of counterparts, all of which together shall serve as one agreement.

~~28.~~27. **Entire Agreement.** This document contains the entire agreement and understanding between the Parties and constitutes the entire agreement with respect to the specific issues contained herein and supersedes any and all prior written or oral representations and agreements.

[signatures on the following pages]

**BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY**

By _____
Gage Froerer, Chair

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

Weber County Clerk/Auditor

Weber County Attorney's Office

FARR WEST CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

HOOPER CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

HUNTSVILLE TOWN

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

| TownCity Recorder

TownCity Attorney

MARRIOTT-SLATERVILLE CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

NORTH OGDEN CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

PLAIN CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

PLEASANT VIEW CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

RIVERDALE CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

ROY CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

SOUTH OGDEN CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

UINTAH CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

WASHINGTON TERRACE CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

City Recorder

City Attorney

WEST HAVEN CITY

By _____
 , Mayor

Date _____

ATTEST:

Approved as to form and for
compliance with state law:

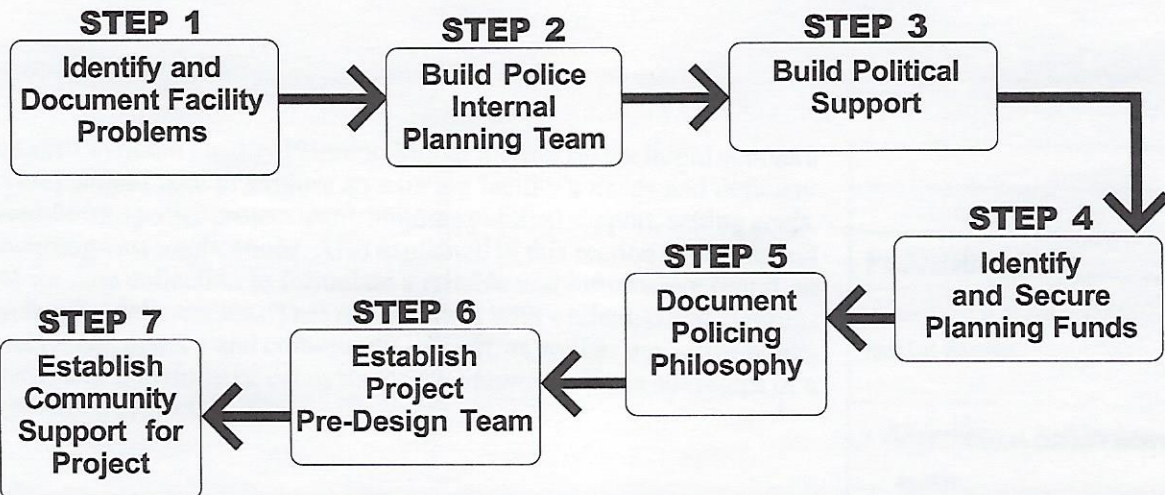
City Recorder

City Attorney

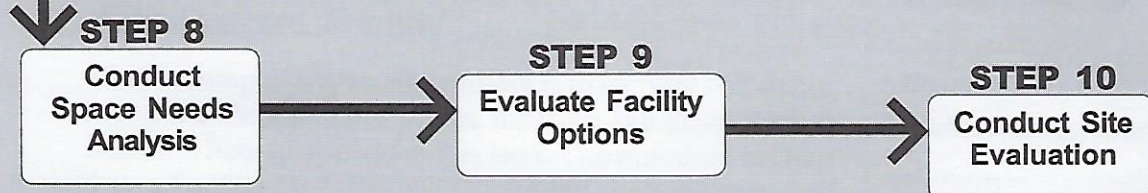
OVERVIEW

Facility Planning Model

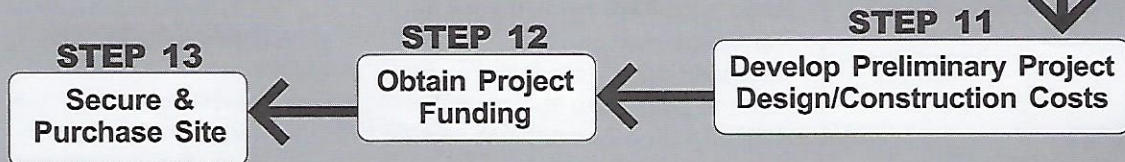
Phase I: Project Initiation



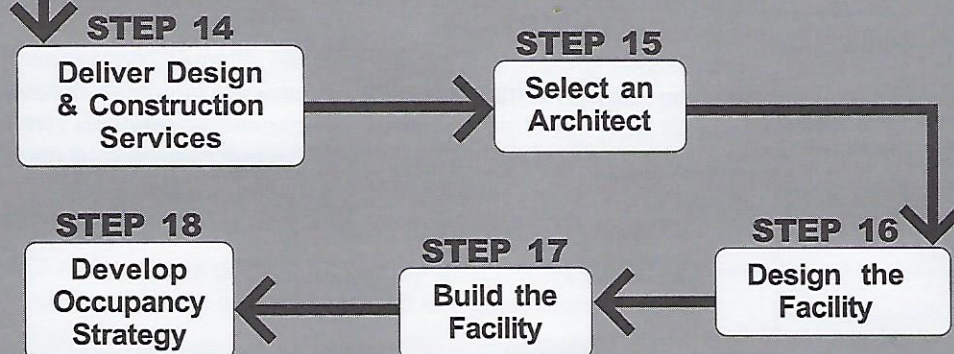
Phase II: Project Planning/Pre-Design



Phase III: Budgeting & Funding



Phase IV: Design & Delivery



COMPARISON OF CURRENT WORKING CONDITIONS, EXISTING CRITICAL NEEDS, EXISTIN				
Space	Current sq ft contributed to needs	Proposed additional sq ft for <u>critical</u> needs	Proposed additional sq ft for needs	Proposed additional sq ft for Growth
Miscellaneous Space - Janitor closets, break room, hallway space, utility rooms, AV Equipment, staff entrances, etc	1296			
PUBLIC/SHARED SPACE				
Entry Vestibule		80		
Police/Court Public Lobby	300	100		
Public restrooms	112			
Court Security Storage		120		
Lobby Interview Room	120	240		
EOC Storage		80		
Training Storage		120		
Kitchenette			160	
Table/chair storage		120		
VICTIM ADVOCATE				
Victim advocate office	120			
Victim Advocate Interview		160		
Part-time victim advocate				128
Victim advocate storage		25		
JUSTICE COURT				
Court/Training room	780	1620		
Service counter	60	60		
Judges Chambers		240		
Judges Restroom		56		
Court clerks	100	148		
Archive records		80		
Active records	80			
Court copy room		80		
POLICE RECORDS				
Service counter	120			
Records Clerks	192			
Records Supervisor	120			
Code Enforcement/Animal Control	128			
Records Storage	80	80		
Copy room		80		
POLICE ADMINISTRATION				
Police Chief	240			
Captain's Office				160
Administrative Assistant				64
Administrative Conference	260			
Waiting Area			64	

Administrative Storage		25		
INVESTIGATIONS				
Investigations Lieutenant	160			
Investigations Sgt				120
Detectives	200			56
Soft Interview Rooms	100	120		
Investigations Storage		80		
PATROL & DETAINEE				
Patrol Lieutenant	160			
Patrol Sgt's	300	120		210
Report Writing	260	136		504
Patrol Storage		105		
Secure Detainee Processing	140			
Hard Interview Room		160		
Detainee Toilet		64		
Sallyport		2160		
Decontamination		80		
EVIDENCE & ANIMAL CONTROL				
Evidence processing	8	62		
Evidence Lockers	12	4		
Evidence Lab				200
General Evidence Storage	160	140		200
Drug Storage		25		
Firearms Storage		25		
Evidence to be destroyed		80		
Evidence Tech WS	64			
Public Evidence p/u		89		
Animal Control Storage		80		
POLICE COMMON AREA				
Men's Restrooms (staff)	64	64		
Women's Restrooms (staff)	56	56		
Staff Lockers		280		280
Changing rooms		240		
Briefing room		420		
Armory		100		
Gun cleaning		80		
Quartermaster		80		
Fitness			600	
Server & Communications	160			
TOTALS	5952	8364	824	1922
This spreadsheet is conceptual only and is based on the needs assessment and feasibility study done by JRCA in JRCA's report. The square footage of the building actually designed and constructed will most likely not equate to the square footage depicted in this spreadsheet due to design decisions and needs of the stakeholders involved in the process. The square footage depicted is in "net square feet".				
Proposed sq ft for current critical needs				8364

Proposed sq ft for growth				1922
Proposed sq ft for other needs				824
Proposed sq ft in common with current facility space				5952
			Total	17062
Total proposed sq ft				17062
PD %			73%	12455
Court %			27%	4607
Current building sq ft		7250		

G NEEDS, AND FUTURE NEEDS FOR BUILDOUT				
Total	*Differs from JRCA numbers			Sq ft adjustment
1296				
80				
400				
112	* Minus 1 restroom			-56
120				
360	* Minus 1 Interview room			-140
80				
120				
160				
120				
120				
160				
128				
25				
2400				
120				
240				
56				
248				
80				
80				
80				
120				
192				
120				
128				
160				
80				
240				
160				
64				
260				
64				

25				
160				
120				
256				
220				
80				
160				
630	* Minus 2 WS's			-210
900				
105				
140				
160				
64				
2160				
80				
70				
16				
200				
500				
25				
25				
80				
64				
89				
80				
128				
112				
560	* Added 10 lockers			140
240				
420				
100				
80				
80				
600				
160				
17062				-266
Architects. It is meant as an explanation of the spaces depicted al 17062 square feet. It could be more or less based upon the e feet" (NSF).				