CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING
NOTICE & AGENDA
SEPTEMBER 15, 2020

Posted September 10, 2020
Notice is given that the North Salt Lake City Council will hold a regular meeting on **SEPTEMBER 15, 2020** at 6:00 pm via electronic video conference. The anchor location will be at City Hall, 10 East Center Street, North Salt Lake, UT. 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. Utah Transit Authority (UTA) discussion of Bus Rapid Transit, Beth Holbrook and Hal Johnson.

4. Appointment of Kenny Akers to the Parks Trails Arts and Recreation Advisory Board, Council Member Lisa Baskin.

5. Public Hearing and Consideration of **Resolution 2020-28R:** A resolution amending the 2020-2021 Fiscal Year Budgets – This item will be removed from consideration and re-scheduled for a later date.

6. Consideration of **Resolution 2020-30R**: A resolution approving an agreement (**2020-38A**) between the South Davis Metro Fire District and the City of North Salt Lake related to the sharing of CARES Act funds with the District.

7. Consideration of **Resolution 2020-29R**: A resolution entering into an interlocal agreement (**2020-37A**) with Davis County for the placement of a permanent ballot box.

8. Approval of City Council Minutes of September 1, 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*

This meeting will be held via Zoom. Members of the public are invited to listen to the meeting at the link below: Questions for the governing body may be submitted ahead of timeto lindah@nslcity.org.

****

NSL Staff is inviting you to a scheduled Zoom meeting.

Topic: 9-15-20 NSL City Council Meeting
Time: Sep 15, 2020 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/83638964115?pwd=MmZrQnJETW1iL3NtSThDVUkwODZNdz09

Meeting ID: 836 3896 4115
Passcode: 716111

Meeting ID: 836 3896 4115
Passcode: 716111

Find your local number: https://us02web.zoom.us/u/keHAArNLRG

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 10th day of September, 2020.
Dated this 10th day of September, 2020.

_____

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: September 15, 2020

SUBJECT: Proposed appointment of Mr. Kenny Akers to the Parks Trails Arts and Recreation Advisory Board.

At the last City Council meeting, Councilmember Baskin requested that an agenda item be created for this meeting which would facilitate an appointment to the Parks Trails Arts and Recreation Advisory Board. Her proposed appointment is Mr. Kenny Akers and may be done by a motion of the City Council.

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Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: September 15, 2020

SUBJECT: Public Hearing and Consideration of Resolution 2020-28R amending the 2021 Fiscal Year Budget.

This item is on the agenda because a public hearing was advertised prior to the meeting. At this time, City staff respectfully requests that this item be removed from consideration and re-scheduled for a later date which will likely be the second Council meeting in October. We will be more completely prepared for this item at that time.

CITY OF NORTH SALT LAKE

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North Salt Lake, Utah 84054
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Len Arave
Mayor

Ken Leetham
City Manager

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ken Leetham, City Manager

DATE: September 15, 2020

SUBJECT: Proposed Resolution No. 2020-30R: A resolution approving an agreement between the South Davis Metro Fire District and the City of North Salt Lake related to the sharing of CARES Act funds with the District.

RECOMMENDATION

I recommend approval of Resolution 2020-30R which facilitates the sharing of a portion of the City's CARES Act funds with the South Davis Metro Fire District.

BACKGROUND

You will recall that at our previous Council meeting, we approved a resolution (2020-25R) which provided for the sharing of a portion of our CARES Act funds with three agencies: South Davis Metro Fire District, South Davis Recreation District and the Davis Education Foundation. The attached resolution and agreement facilitates and implements our sharing of funds with the Fire District. The amount of funding is $55,500 and is the same amount approved previously and will be part of a series of contributions made by all member cities. The table below shows the distribution of CARES Act funds by member city:

Agency	Percent of Population	Proposed CARES Act Participation
Bountiful	43%	$ 117,000
North Salt Lake	20%	$ 55,500
Centerville	17%	$ 47,500
Woods Cross	11%	$ 31,000
West Bountiful	6%	$ 18,000

PROPOSED MOTION

I move that the City Council adopt Resolution 2020-30R: A resolution approving an agreement between the South Davis Metro Fire District and the City of North Salt Lake related to the sharing of CARES Act funds with the District.

RESOLUTION NO. 2020-30R

A RESOLUTION APPROVING AN AGREEMENT BETWEEN SOUTH DAVIS METRO FIRE DISTRICT AND THE CITY OF NORTH SALT LAKE RELATED TO THE SHARING OF CITY CARES ACT FUNDS WITH THE DISTRICT.

WHEREAS, South Davis Metro Fire Agency and the City of North Salt Lake are public agencies, and as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the "Act"), are authorized by the Act to enter into this Agreement; and

WHEREAS, the City has received federal funds which have been distributed through Davis County under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") to combat and address the effects of the novel coronavirus disease ("COVID-19") within Davis County; and,

WHEREAS, the South Davis Metro Fire Agency provides fire suppression and emergency medical response for and on behalf of the five cities in south Davis County (Bountiful, Centerville, North Salt Lake, West Bountiful and Woods Cross) and those municipalities have agreed to share portions of their CARES Act funds with the District; and,

WHEREAS, the provisions of the CARES Act allow fund recipients to share their funds with other units of local government and non-profit organizations for the purpose of responding to the COVID-19 pandemic and it has been previously determined by the City of North Salt Lake that the District has unfunded needs to purchase materials and supplies necessary to safely carry out the District's pandemic response.

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

Section 1. The City hereby authorizes and directs the Mayor to execute the proposed Agreement numbered 2020-38A, a copy of which is attached, with South Davis Metro Fire District.

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

APPROVED and ADOPTED this 15th day of September, 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	_____

Agreement No. 2020-38A

CARES ACT FUNDING AGREEMENT

THIS CARES ACT FUNDING AGREEMENT ("Agreement") is made and entered into as of the 15th day of September, 2020 by and between **SOUTH DAVIS METRO FIRE SERVICE AREA**, a local district and service area of the State of Utah, hereinafter referred to as "District" and the **CITY OF NORTH SALT LAKE**, a Utah municipal corporation, hereinafter referred to as "City."

WHEREAS, the City has received federal funds which have been distributed through Davis County under Section 601(a) of the Social Security Act as identified by Section 5001 Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") to combat and address the effects of the novel coronavirus disease ("COVID-19") within Davis County. The City is expending CARES Act funds to assist citizens in Davis County in the containment of COVID-19 and to ameliorate the economic impact of the pandemic and related public health orders. The City has determined that the District has and will play an important role in helping the City achieve its objectives.

WHEREAS, the City wishes to provide the District CARES Act funding to help achieve the objectives associated with the District's services within the City's jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Consideration.** The City hereby commits to provide fifty-five thousand five-hundred dollars ($55,500) of CARES Act funding (the "Grant Funds") to achieve the directives outlined in the above recitals, which recitals are hereby incorporated by reference. The District agrees to use these funds for the objective identified in this Agreement and will use its best efforts to achieve these objectives in the manner consistent with the CARES Act and this Agreement.

2. **Allowable Uses.** As provided in the CARES Act, the District will use the provided Grant Funds only to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (b) are not accounted for in the budget most recently approved by the District; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 31, 2020.

3. **Prohibited Uses.** The District understands that funds provided pursuant to this Agreement are restricted in use pursuant to federal law and that the City is providing funding to the District for purposes which are consistent with the CARES Act and not prohibited pursuant to the CARES Act and other related legal restrictions. The District specifically acknowledges that Grant Funds received pursuant to this Agreement cannot be used for expenditures where the District has or will receive funding directly from Davis County for the same loss or expense if the amount of the expenditure exceeds the District's actual losses or expenses when added to any prior or anticipated Davis County funding. The District further notes that it may not similarly use

Grant Funds for the District's losses or expenses reimbursed under any other federal, state or private program.

4. **Expenditure Deadline.** Grant Funds provided by the City pursuant to this Agreement that are not expended on necessary expenditures on or before October 1, 2020, by the District, must be returned to the City on or before 5:00 p.m. on October 7, 2020. The District may petition the City to retain allocated but unspent Grant Funds beyond October 1, 2020.

5. **Grant Fund Guidance.** The District must adhere to any current or future federal, county or City guidance regarding spending, reporting or any other matter related to the Grant Funds distributed to the District by the City. Federal guidance has been updated regularly and can be found at https://home.treasury.gov/policy-issues/cares/state-and-local-governments.

6. **Records, Reporting, And Transparency.**

a. For a period of six years following termination of this Agreement, the District shall retain documentation of all uses of the Grant Funds, including but not limited to invoices and/or sales receipts. All payroll expenditures must illustrate compliance with the CARES Act by detailed, daily documentation. Such documentation shall be produced to City or the Treasury upon request.

b. The District shall, at the request of the City, submit to the City a detailed report and accounting for how the Grant Funds were spent. The reports will detail the amounts spent and the purpose. Upon termination of this Agreement for any reason, the District will submit a final report accounting for the final month of expenditures and providing a general summary of the total expenditures under this Agreement.

c. The District will fully cooperate with the City, the Treasury, and the State of Utah in any investigations or audits into the use of Grant Funds.

d. The District shall comply with all applicable federal and state laws and regulations regarding financial reporting and auditing, including but not limited to 2 CFR 200, Subpart F.

7. **Choice of Law.** This Agreement shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the District Court division in Bountiful City, in the Second Judicial District Court for Davis County.

8. **Indemnification.** The District shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors, and shall fully indemnify, defend, and save harmless the City from all claims, losses, suits, actions, damages, and costs of every name and description arising out of District's performance of this Agreement caused by any act or omission of District, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the District shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the City.

9. **Governmental Immunity.** The parties are each a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), UTAH CODE ANN. §§ 63G-7-101 to -904 (as amended). The parties agree that either party shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

"DISTRICT"

SOUTH DAVIS METRO FIRE SERVICE AREA

ATTEST:

_____
Secretary

By:_____
Commissioner Rick Earnshaw, Chairman

"CITY"

By:_____
Leonard K. Arave, Mayor

Attest:

_____
City Recorder

DISTRICT ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2020, personally appeared before me Rick Earnshaw, who being duly sworn, did say that he is the Chairman of the Board of Commissioners of the **SOUTH DAVIS METRO FIRE SERVICE AREA**, a local district and service area of the State of Utah, and that the foregoing instrument was signed in behalf of the Service Area by authority of its governing body and said Rick Earnshaw acknowledged to me that the Service Area executed the same.

_____
Notary Public

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

TO: Honorable Mayor and City Council

FROM: Linda Horrocks, City Recorder

DATE: September 14, 2020

SUBJECT: Consideration of Resolution 2020-29R – A Resolution Entering into an Interlocal Agreement with Davis County for the Placement of a Ballot Box

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RECOMMENDATION

I recommend approval of Resolution 2020-29R: A resolution entering into an Interlocal Agreement, (2020-37A) with Davis County for the placement of a ballot box at City Hall.

BACKGROUND

As you know, the City contracts with Davis County for the administration of election services. We were recently contacted by the County with the request to place a permanent outdoor ballot drop box at city hall. This outdoor box will replace the normal blue ballot box placed in the main hallway during each election mail-in ballot period. The greatest benefit of these boxes is that they will be available 24/7 through 8 pm on Election Day and provide improved access to our residents.

City staff met with the Chief Deputy Clerk from Davis County and looked at some possible locations for this ballot box. After considering ease of access and security camera visibility, we recommend the site next to the Utility Payment box on the west side of the building with its own designated drive-thru lane. (See last page of agreement for picture.) Davis County will install the box, which will require removing some decorative landscape rocks and pouring a small concrete pad on which to place the box. During the period of time when ballots can be dropped off, the City will have signage at City Hall directing traffic to the new drop box location so that citizens can be directed to that location prior to entering the front parking lot.

For the Council's information, we usually receive numerous ballots dropped in our utility boxes and as that continues to happen, we will immediately drop those ballots into the ballot drop box. Misplaced ballots will not be kept at City Hall, but will immediately be placed in an approved County drop box.

These boxes are equipped with a fire-suppression system and a controlled lock-off door that prevents items from being dropped inside during non-election times. This box will be used for all elections, both County and City.

There is no cost to the City to have this box purchased or installed, but Davis County is requesting a commitment and signed interlocal agreement.

POSSIBLE MOTION

I move that the City Council approve Resolution 2020-29R: a resolution entering into Interlocal Agreement 2020-37A with Davis County for the placement of a ballot box at City Hall.

RESOLUTION NO. 2020-29R

A RESOLUTION APPROVING AN AGREEMENT BETWEEN DAVIS COUNTY AND THE CITY OF NORTH SALT LAKE RELATED TO THE PLACEMENT OF A BALLOT BOX ON CITY PROPERTY

WHEREAS, Davis County and the City of North Salt Lake are public agencies, and as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. (the "Act"), are authorized by the Act to enter into this Agreement; and

WHEREAS, the parties desire to enter into this agreement for their mutual benefit and for the further benefit of placing a ballot drop box within the City to be utilized in federal, state, and local elections.

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

Section 1. The City hereby authorizes and directs the City Manager to execute, in behalf of the City of North Salt Lake, the proposed Interlocal Agreement numbered 2020-37A, a copy of which is attached, with Davis County relating to the ballot drop box.

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

APPROVED and ADOPTED this 15th day of September, 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 PLACEMENT OF BALLOT DROP BOX

THIS AGREEMENT ("Agreement") is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah ("County"), and the CITY OF NORTH SALT LAKE ("City"), a municipal corporation of the State of Utah. County and City may also be referred to collectively in this Agreement as the "Parties."

RECITALS

A. County and City are public agencies, as defined by the *Utah Interlocal Cooperation Act*, Utah Code Ann. § 11-13-101 *et seq.* (the "Act"), authorized by the Act to enter into this Agreement;

B. The Davis County Clerk/Auditor, administers state and federal elections, and regularly assists cities within the County to administer local elections;

C. The Clerk/Auditor, as the County election officer, may designate ballot drop boxes within the County pursuant to UCA §20A-5-403.5;

D. The Parties desire to enter into this Agreement for their mutual benefit and for the further benefit of placing a ballot drop box within the City to be utilized in federal, state, and local elections.

NOW, THEREFORE, the Parties agree as follows:

1. <u>Ballot Drop Box</u>. City agrees to allow the County to place a permanent ballot drop box at a mutually agreed upon location, as set forth in Exhibit A herein. City, through this Agreement, hereby authorizes County ingress and egress to the ballot drop box, as necessary for the administration of the elections at the discretion of the County.

2. <u>Obligations of County</u>. County shall be solely responsible for maintaining the ballot drop box and all costs associated with upkeep and repairs to the ballot drop box.

3. <u>No Separate Legal Entity</u>. No separate legal entity is created by the terms of this Agreement.

4. <u>Property Acquisition</u>. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement.

5. <u>Effective Date of Agreement</u>. 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, if necessary, 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, if necessary 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.

6. 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, guarantees, or as otherwise expressly set forth herein, automatically terminate 50 calendar years after the Effective Date of this Agreement (the "Term"), unless terminated earlier pursuant to the terms and/or provisions of this Agreement. Either party may terminate this Agreement, with or without cause, upon giving 90 days written notice to the other party.

7. Review by Authorized Attorney. In accordance with the provisions of the Act (specifically Utah Code Ann. § 11-13-202.5(3), as amended), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this Agreement may take effect.

8. Governmental Approval, Execution and Resolution. This Agreement is conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Act, including, but not limited to, the adoption of resolutions of approval, but only if such resolutions are required by the Act of the legislative bodies of the Parties.

9. Record of Agreement. Executed duplicate copies of this Agreement shall be filed with the keeper of records of each of the Parties.

10. Relief of Obligation. This Agreement does not in any way relieve either party, as a public agency, of any obligation, duty or responsibility imposed upon it by law.

11. Indemnification and Hold Harmless.

A. County agrees to indemnify, defend and hold City and its officers, employees, agents and representatives harmless from and against any and all losses, liabilities, expenses, claims, cost, suits and damages, including attorney's fee, arising out of any negligence of County and its officers, agents or employees related to the performance of this Agreement; and

B. City agrees to indemnify, defend and hold County and its officers, employees, agents and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney's fees, arising out

of any negligence of City and its officers, agents or employees related to the performance of this Agreement.

12. Governmental Immunity Act. Because both Parties are governmental entities under the *Government Immunity Act of Utah* (Utah Code Ann. § Section 63G-7-101, *et seq.*, as amended), each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employee or agents and neither party waives any defense available to it under the *Governmental Immunity Act of Utah*.

13. Other Agreements. This Agreement does not abrogate or supersede any existing agreement between the Parties unless specifically so provided in this Agreement and except to the extent that the provisions of this Agreement are in conflict with the provisions of any such existing agreement.

14. Binding Effect; Entire Agreement; Amendment. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement represents the entire understanding between the Parties with respect to the subject matter herein, and there are no written or oral agreements between them which are not set forth herein. Neither this Agreement nor any provisions hereof may be changed, discharged or terminated verbally, and may be modified or amended only by an instrument in writing, signed by the Parties.

15. Governing of Law; Exclusive Jurisdiction. Utah law governs any Proceeding brought by one party against the other party arising out of this Agreement. If either party brings any Proceedings against the other party arising out of this Agreement, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.

16. Authorization. The individuals executing this Agreement on behalf of the Parties confirm that they are duly authorized representatives of the Parties and are lawfully enable to execute this Agreement on behalf of the Parties.

17. Assignment Restricted. The Parties agree that neither this Agreement nor the privileges granted herein may be assigned without the prior written consent of the Parties.

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

19. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any

such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

20. <u>Counterparts; Electronically Transmitted Signatures</u>. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date stated above.

DAVIS COUNTY

_____
Lorene M. Kamalu, Chair
Davis County Board of County Commissioners

ATTEST:

_____
Curtis Koch
Davis County Clerk/Auditor

The undersigned, being an authorized attorney for Davis County, reviewed this Agreement and found it to be in proper form and compliance with applicable law.

_____
Davis County Attorney

CITY OF NORTH SALT LAKE

_____
City Mayor

ATTEST:

_____
City Recorder

The undersigned, being an authorized attorney for City, reviewed this Agreement and found it to be in proper form and compliance with applicable law.

_____
City Attorney

Exhibit A

The ballot drop box will be located on the south west side of the building (the back) near the police department on the same island as the utility drop box. The box will be on the north side of the utility drop box.

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
SEPTEMBER 1, 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 6:00 p.m.

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

EXCUSED: Council Member Ryan Mumford

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Troy Johnson, Assistant 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: Dee Lalliss, John Tobin, Marnie Tobin, Houston Naegle, Sam Wong, residents; Mark Morris, VODA Landscape + Planning.

1. CITIZEN COMMENT

There were no citizen comments.

2. CONSIDERATION OF RESOLUTION 2020-25R: A RESOLUTION AUTHORIZING THE SHARING OF CARES ACT FUNDS TO THE DAVIS EDUCATION FOUNDATION, THE SOUTH DAVIS RECREATION DISTRICT AND THE SOUTH DAVIS METRO FIRE DISTRICT FOR COVID-19 RELATED EXPENSES

Ken Leetham reported that staff was proposing to share a portion of the CARES Act funds with three agencies including South Davis Recreation District, South Davis Metro Fire, and Davis Education Foundation. All the cities in the Davis School District were asked to consider the proposal from the Davis Education Foundation. This proposal would go towards childcare costs and LMI assistance in lower income areas. He explained that this would be for care during the day for approximately 500 children in the City who were unable to be in school due to COVID-19. The foundation asked that the City's attorney prepare the MOU, which would layout the

agreement and provisions and include requirements for any misused or unused funds. Mr. Leetham said this was a good use of a portion of the CARES Act funding, as it would distribute funds to residents who needed it.

Council Member Horrocks expressed concern that it seemed counterintuitive to take children out of school and place them in another public setting like daycare. Ken Leetham replied that he had similar concerns, which he shared with the Davis Education Foundation. He was told the funds would not be used for formal daycare but in-home care.

Mayor Arave asked who would ensure that these caregivers were actually providing these services. Ken Leetham responded that all of the program details and requirements would have to be approved by the City. The Foundation would have to verify that these were real costs from real providers via receipts or similar method.

Ken Leetham then summarized the CARES Act funding and said that the City had received $1,234,616 in funds so far which included the first and second tranches. He said by allocating $50,000 to David Education Foundation, $21,000 to the South Davis Recreation District, $55,500 to South Davis Metro Fire District, this would leave $799,462 for the City to use towards public safety.

Council Member Gordon commented that she felt this was a great use of the funds as the pandemic had been difficult for working mothers and families. She thanked staffing for preparing this resolution.

Council Member Horrocks moved that the City Council approve Resolution No 2020-25R, a resolution authorizing the City's sharing of a portion of its CARES Act funds with the Davis Education Foundation, the South Davis Recreation District, and the South Davis Metro Fire District. Council Member Gordon seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks and Porter. Council Member Mumford was excused.

3. CONSIDERATION OF RESOLUTION 2020-24R: A RESOLUTION AMENDING RESOLUTION 03-11 THAT PROVIDED FOR THE CITY TO CONVENE AND CONDUCT ELECTRONIC MEETINGS

Ken Leetham reported that staff had prepared revisions to the proposed resolution that were required by House Bill (HB) 5002 that amended the Open and Public Meetings Act. This bill was a result of the pandemic and the need to hold public meetings electronically and without an anchor location. While the City currently had a resolution in place that allows for electronic meetings it needed to be updated to reflect current requirements including establishing an anchor location. He explained that this Statute would allow for the following meeting formats: allowing individuals to participate via videoconference, a hybrid format with some participants meeting at

City hall and some joining electronically, and reconvening the meetings back at City Hall with social distancing measures.

Mayor Arave commented that one issue with holding combined in-person and online meetings was that it could be difficult to see and hear those trying to participate in person. Ken Leetham replied that staff was working on solutions to this problem.

Council Member Gordon moved that the City Council approve Resolution 2020-24R: that provided for the City to convene and conduct electronic meetings in accordance with Utah Code 52-4-207 and at the same time to appeal Resolution 03-11R. Council Member Porter seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks and Porter. Council Member Mumford was excused.

4. CONSIDERATION OF BID AWARD FOR THE DEER HOLLOW PUMP BUILDING LANDSCAPING PROJECT IN THE AMOUNT OF $62,503 TO STAR LANDSCAPING

Paul Ottoson reported that the construction and landscaping for the Deer Hollow Park pump building would include removing and replacing a retaining wall, installing a new irrigation system, and planting new trees, bushes, sod and mulch. He said the current irrigation system and existing landscaping would have to be removed and replaced. The retaining wall would be moved to help flatten the existing slope. Staff received three bids with Star Landscaping as the low bidder at $62,503. Mr. Ottoson explained that there were overages of $20,000 related to this project so staff would bring a budget adjustment back to the Council.

Council Member Porter moved to accept the bid for Star Landscaping in the amount of $62,503 for the Deer Hollow Pump House landscaping project. Council Member Horrocks seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks and Porter. Council Member Mumford was excused.

5. INTRODUCTION AND SWEARING IN OF 2020-21 NSL YOUTH CITY COUNCIL LEADERSHIP

Council Member Gordon commented that the Youth City Council were just completing their first meeting of the school year at Hatch Park and suggested coming back to this agenda item when the youth joined the Zoom meeting.

6. CONSIDERATION OF RESOLUTION 2020-26R: A RESOLUTION ADOPTING THE TOWN CENTER BRANDING AND WAYFINDING PLAN

Ali Avery reported on the Town Center branding and wayfinding plan. She said the consultant received feedback from the City Council and made changes. There were two Council Members

who were concerned with the gateway signage and met with the consultant and staff to revise the sign. Mrs. Avery said the City Council would review and vote on the entire sign package, which included the gateway signs. She showed a map of the City and indicated where each of the sign types, which including trail, auto, map, pedestrian, would be located as well as examples of each of sign.

Ali Avery then reviewed the color scheme and type specifications. She presented the gateway signage options and asked the City Council for their feedback.

Council Members Horrocks and Porter liked options seven, eight and nine. Ken Leetham commented that staff preferred the aqua text color versus the orange and green text options.

Council Members Gordon and Baskin also liked options seven, eight and nine as well as the blue/aqua color. They thanked staff for working with the Council on revising the signage.

Mayor Arave asked if the Council was approving the sign package tonight. He also asked about the timeline for installing the signage. Ali Avery replied that the installation of the signage would occur over the next few years as the Town Center and trail system developed. She said this was just the adoption of the design package.

Mayor Arave clarified that no budget had been approved for the signage. Ali Avery replied that staff may be able to find grants for this project as well.

Ken Leetham commented that while it may be too early for street level directional signage that the City may want to install some of the other signage types such as entry signs sooner.

Ali Avery showed examples of the auto signage and said it would be limited to three destinations due to the speeds along Highway 89. She then showed examples of the trail wayfinding signs which would be placed along the Bamberger and I-15 trails. These signs would show the distance to destinations on one side with a map on the reverse side. The City Council reviewed examples of all the different signage types.

Mark Morris, VODA Landscape + Planning, suggested that the gateway signage would have a big impact and the banner signage would be the least expensive and easiest to install now.

Mayor Arave asked if the City or the developers would install these signs. He asked about the material for the signage as well. Ali Avery replied that the signs would be vinyl or a type of fabric. She said the signage would be City funded and banners for holidays or other City events could be switched with the City branded banner signs.

Mayor Arave suggested that the City Council and staff finalize the designs and then make a decision before any signage was purchased. Ken Leetham replied that the Council should have

input before any signage was installed. He said all the presented banner designs could remain in the wayfinding and design plan at this time.

Mayor Arave commented that the Youth City Council members were now present at the meeting and suggested moving to that agenda item.

7. INTRODUCTION AND SWEARING IN OF 2020-21 NSL YOUTH CITY COUNCIL LEADERSHIP CONT.

Council Member Gordon commented that the Youth City Council (YCC) would meet every other week. She said there was a good turnout at tonight's meeting. She said Houston Naegle would be the YCC mayor and Sam Wang would be the YCC City manager. The YCC advisors, John and Marnie Tobin were also present.

Mayor Arave performed the swearing in of Houston Naegle as Youth City Council mayor and then Sam Wang as Youth City Council City manager.

8. CONSIDERATION OF RESOLUTION 2020-26R: A RESOLUTION ADOPTING THE TOWN CENTER BRANDING AND WAYFINDING PLAN CONT.

Mark Morris spoke on the vertically stacked letters in the gateway signage and said he would leave in these designs, which would allow the City to have more options to choose from when replacing banner signage in the future.

Council Member Gordon moved to approve the sign package as presented with gateway sign options seven, eight and nine. Council Member Porter seconded the motion. **The motion was approved by Council Members Baskin, Gordon, Horrocks and Porter. Council Member Mumford was excused.**

9. CONSIDERATION OF RESOLUTION 2020-27R: A RESOLUTION REQUESTING THE WASATCH FRONT REGIONAL COUNCIL UPDATE TO THE REGIONAL TRANSPORTATION PLAN TO INCLUDE THE CITY'S RECENTLY ADOPTED ACTIVE TRANSPORTATION PLAN

Sherrie Llewelyn reported on the active transportation plan and showed the prioritization of the projects. She said that the City's recently adopted Active Transportation plan had to be incorporated into the Wasatch Regional Transportation plan to be eligibile for future funding.

Mayor Arave asked if the proposed phasing would be part of Wasatch Regional's plan as well. Ali Avery replied that the City would send the proposed phasing of the projects with estimated costs to Wasatch Front Regional Council (WFRC).

Mayor Arave explained that funding would only be considered for projects in Phase 1 and that the City was submitting their plan to be included in WFRC's updated 2021-2026 plan. Sherrie Llewelyn replied that this was correct as these items were not part of WFRC's existing plan. Council Member Gordon asked for clarification that the active transportation plan was just for bike and trail projects and not road improvements. Sherrie Llewelyn replied that these projects were just for active transportation. She said the City had road projects on a separate WFRC plan.

Mayor Arave stated that WFRC provided regional planning for the County and offered various grants that cities could apply for. He commented it was difficult to get a grant unless the project was in Phase 1 and questioned why the City wouldn't put all of the projects in the Phase 1 category. He asked if WFRC had provided feedback about the phasing of the projects. Ali Avery replied that she had consulted with WFRC and they did not have an opinion on the phasing.

Ali Avery commented that staff would follow up with a Capital Facilities plan for City projects to be paid with impact fees. Mayor Arave clarified that these project could only include Main Street, Center Street and 1100 North.

Ken Leetham commented that if the City wanted to use park impact fees for any of these projects the plan would have to be amended.

Council Member Horrocks asked if there was any reason to have Phases 2 and 3 or to have all the projects in Phase 1 as the Mayor suggested.

Mayor Arave commented that WFRC could adjust their plan in the future. Ken Leetham stated that he also asked WFRC about the phasing and they told him they were willing to move projects around if the City had additional funding to advance certain projects.

Mayor Arave clarified that if the City could fund a project then WFRC would move projects from one phase to another as the only way to apply for grants through WFRC was to have the project in Phase 1.

Mayor Arave asked that the bike lane project on Main Street, from Highway 89 to 1100 North, be moved to Phase 1.

Council Member Horrocks moved that the City Council adopt RES 2020-27R requesting that Wasatch Front Regional Council update their Regional Transportation Plan to include the City's Active Transportation Plan facilities with the following findings:

1) **The City adopted an Active Transportation Plan on January 21, 2020 in an effort to improve active transportation in south Davis County and to create safe alternate transportation methods; and**

2) **The Wasatch Front Regional Council is preparing to update their Regional Transportation Plan; and**
3) **Including the City's Active Transportation facilities on the Regional Transportation Plan will create opportunities to fund the construction of said facilities; and**
4) **Amend the Active Transportation Plan to move the Main Street (Highway 89 to 100 North) bike lane project to Phase 1.**

Council Member Porter seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks and Porter. Council Member Mumford was excused.

10. APPROVAL OF CITY COUNCIL MINUTES

The City Council minutes of August 18, 2020 were reviewed and approved. **Council Member Porter moved to approve the minutes from August 18, 2020 as discussed and amended. Council Member Horrocks seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks and Porter. Council Member Mumford was excused**

11. ACTION ITEMS

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

Mayor Arave asked that any completed items be removed from the list.

12. COUNCIL REPORTS

Council Member Gordon reported that the YCC had started again for this school year and would meet outside twice a month depending on the pandemic. She said eighteen youth met at Hatch Park today for the first YCC meeting.

Council Member Baskin reported that she met with Kenny Akers and would like to nominate him as a member of the Parks and Arts Board. David Church recommended adding this nomination to a City Council agenda.

Council Member Horrocks reported that he spoke with the Salt Lake Board of Realtors about the proposed annexation. He said the property owners in that area were upset as attempts to do something with their properties had been blocked. He also spoke with Salt Lake County Mayor Jenny Wilson at a golf tournament, who said she was not in favor of the annexation.

Mayor Arave said he received a phone call from the Desert News and told them that the City had not really reviewed the annexation as they were waiting for more data.

Council Member Porter reported that several individuals went down the Jordan River to check for blockages in anticipation of the Get To The River activity on September 12th.

13. MAYOR'S REPORT

Mayor Arave reported that Congressman Chris Stewart visited the City's police department and had a discussion with the officers to hear their concerns.

14. CITY ATTORNEY'S REPORT

David Church had nothing to report.

15. CITY MANAGER'S REPORT

Ken Leetham reported that several Council Members visited the Wasatch Integrated Waste site and said staff could make arrangements for anyone who would still like to tour the site. He said he sent the Council a report from Dal Wayment with the South Davis Sewer District, on their response to the odor analysis. This report included a list of things they had done or would do including another study on dispersing odors from the facility.

Mayor Arave commented that he met with Dal and was told they have a problem with bio solids and tricking filter issues. They will be getting quotes for the work that needs to be done to resolve these issues.

Ken Leetham also spoke on vandalism on Foxboro Drive. He said the spray paint on the road would be cleaned up by Thursday.

16. ADJOURN

Mayor Arave adjourned the meeting at 7:28 p.m.

Mayor	City Recorder

Action Items for September 15, 2020

Item	Staff	Description
New		
Current		
1	Paul	Mayor Arave requested pricing related to the UTA bus shelters/Prop 1 Funding. *Staff will report that information to the City Council.*
2	Paul	In conjunction with the re-routing of storm water near the 14th hole on the golf course, Staff to research using the water in a water feature at the Eaglewood Sign in that same area. CM Horrocks mentioned that there is probably additional water in the storm drain coming down lower Foxhill, as it often floods the street onto Eaglewood. *Staff is evaluating several potential options for fixing this storm drain and including potential water features as a part of the design of the repair. Will report to CC when staff report is more complete.*
3	David	Staff to review whether the second Saturday pickup was worth the cost/had value. Staff to also research options for pickup of heavier items and a potential replacement for the second Saturday pickup. *Staff is preparing a report for the City Council on this.*
4	Ken, Craig	Staff to reach out to Salt Lake City regarding a homeless community of tents and motorhomes in between the two cities (up Victory Road).
7	Craig Ken	Potential for implicit bias training for City Council, Planning Commission, and staff. *Craig and Ken are working on this; looking at training possibly this fall.*
8	David	Staff to research the cost of offering a green waste program through Ace. *Staff is preparing a report for the City Council.*
11	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. Kyle Hamblin, Church Real Estate Div. stated the property is currently being evaluated for intent of future use. It takes a few months. He asked we check back in November 2020. (7/22/2020)*
14	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.*
15	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.*
17	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)*
20	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.*
21	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)*
24	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.
27	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.*
28	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.*