



CITY OF NORTH SALT LAKE

CITY COUNCIL MEETING

NOTICE & AGENDA

FEBRUARY 2, 2021

Work Session: 6:00 pm – Regular Session 7:00 pm

Remote Electronic Meeting – No Anchor Location

View via Zoom

Posted January 28, 2021

NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:

In keeping with recommendations of Federal, State, and Local authorities to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with the Utah Open and Public Meetings Act, specifically Utah Code § 52-4-207(4), the City of North Salt Lake City Council and meeting presenters will participate electronically via phone or video conference.

WORK SESSION –6:00 p.m.

1. 2021 Legislative Session Discussion: Senator Todd Weiler and Representative Melissa Ballard
2. Approve City Council Minutes of January 19, 2021
3. Action Items
4. Council Reports
5. Adjourn

REGULAR SESSION - 7:00 p.m.

1. Introduction by Mayor Len Arave
2. Citizen Comment
3. Recognition of Stephen Garn and Kent Kirkham, outgoing Planning Commission members.
4. Consideration of **Resoluton 2021 – 06R**: A resolution approving Amendment No. 6 to Interlocal Cooperation Agreement for Animal Services with Davis County (**Agreement 2021-03A**).
5. Consideration of **Resolution 2021-07R**: A resolution approving entering into **Agreement 2021-05A**: an Interlocal Cooperation Agreement for Municipal Election Services with Davis County.
6. Consideration of **Ordinance 2021-01**: An ordinance amending Title 3 – business licensing for alcoholic beverages.
7. Consideration of bid award for Eagleridge Drive reconstruction from Vista View Lane to Eaglewood Loop, Advanced Paving and Construction, LLC, in the amount of \$188,357.

8. Mayor’s Report
9. City Attorney Report
10. City Manager Report
11. 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*

The public is invited to attend all City Council meetings. This meeting will be held electronically via Zoom, with joining information below:
Zoom link for Tuesday’s City Council Meeting:

Topic: NSL City Council Meeting 2-2-21

Time: Feb 2, 2021 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting: <https://us02web.zoom.us/j/81824963061?pwd=OU80UEZtK0NhMm5xWG44cGI4VFI4Zz09>

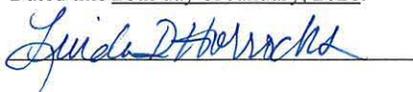
Meeting ID: 818 2496 3061

Passcode: 141551

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 28th day of January, 2021.

Dated this 28th day of January, 2021.





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CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-WORK SESSION
JANUARY 19, 2021

DRAFT

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 Ryan Mumford joined the meeting at 6:09 p.m.
Council Member Stan Porter

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; Janice Larsen, Finance Director; Craig Black, Police Chief; David Church, City Attorney; Tyler Abegglen, Golf Course General Manager; Sherrie Pace, Community Development Director; Linda Horrocks, City Recorder; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: Dee Lalliss, resident.

Mayor Arave stated “in keeping with recommendations of Federal, State, and Local authorities to limit public gatherings in order to control the continuing spread of COVID-19, and in accordance with the Utah Open and Public Meetings Act, specifically Utah Code 52-4-207(4), the City of North Salt Lake City Council and meeting presenters will participate electronically via phone or video conference.”

1. DEPARTMENT REPORT: CITY MANAGER REPORT ON CERTAIN FY22
BUDGET ITEMS

Ken Leetham reported that his report would be an overview of items staff was working on but would not cover everything. He spoke on the water and storm water master plan project updates with the project goals of water modeling including sources, storage and distribution, analysis of future water needs, storm drain deficiencies, revised CIP, new technical specifications, water conservation strategy, rate studies for water and storm drain utility fees, and growth areas.

Mr. Leetham commented that the City held a workshop with several contractors to discuss the RFP for the proposed project. Responses are expected by January 28th, and he said the selection process could take some time and would include presentations to the City Council. The estimated cost for the project would be \$200,000 to \$350,000, but he added that it was a complicated process and would be difficult to determine an exact amount at this time. The funding source for this project would be from the Water and Storm Water Capital Project Funds.

44 Ken Leetham reported on the Parks and Recreation Master Plan project, which included the
45 following goals: plan Hatch Park expansion, plan Tunnel Springs expansion, plan Eaglepointe
46 Landslide project, commitment to an annual maintenance program, beautification initiatives
47 including tree planting, and potential trail expansions. Staff was preparing an RFP to hire a
48 consultant for this project with funding to come from impact fees. The project timeline included
49 selection of a consultant by May 1st with fees ranging from \$20,000 to \$40,000. He also
50 suggested that staff could be used for this project instead of hiring a consultant.

51
52 Council Member Mumford arrived at 6:09 p.m.

53
54 Council Member Horrocks commented that David Frandsen had great ideas and the City had
55 already been discussing this project for several years. He suggested allowing David Frandsen and
56 staff to share ideas and to get going on this project.

57
58 Mayor Arave asked if staff could perform the park impact fee analysis. Ken Leetham replied that
59 it would be a good idea for a third party expert in that field to prepare the analysis.

60
61 Ken Leetham spoke on the Hatch Park expansion and said the steering committee would be
62 meeting the following week. He said shortly after that the City Council would need to make
63 some decisions regarding funding. The project goals included acquiring remaining properties on
64 150 North, a comprehensive planning process with a steering committee, obtaining valuable
65 public input, adopting a high quality and feasible plan, and identifying funding sources for
66 construction.

67
68 Mr. Leetham said the steering committee included the Parks Trails Arts and Recreation Advisory
69 Board, which would include Council Member Mumford, as well as members of City staff. The
70 first meeting would be held January 25th.

71
72 Mayor Arave asked for an invitation to this meeting with the steering committee.

73
74 Ken Leetham then reported on the Foxboro Wetlands Park with the project goals of authorizing
75 the consultant, BioWest to complete the application to obtain the US Army Corps of Engineers
76 permit, utilizing the existing grant in 2021, identifying funding, completing plans for
77 construction, and beginning work on the project. He said the City had received a \$150,000 grant,
78 which had to be used this year. Mr. Leetham said that the total project cost would be \$3.2 million
79 and construction could begin this year if additional funding was identified. He suggested that the
80 City Council review the cost estimates for this project in a work session and set up a phasing
81 plan as the original construction costs had increased significantly.

82
83 Ken Leetham reported on Tunnel Springs Park with the project goals to identify the end use of
84 excess property, options for park expansion, potential for a cemetery, and disposal of property.
85 He said that direction was needed from the City Council related to the project schedule and cost.

86 This project was delayed because the City did not know how much soil would remain on the
87 property after the completion of the landslide repair.

88
89 Mr. Leetham then spoke on the 1100 North bridge feasibility study and construction. He said the
90 City wanted to perform this study to obtain “shovel ready” status, obtain public input, identify
91 right-of-way needs, and identify the cost of construction. Staff was working on a RFP with the
92 help of Horrocks Engineering and a projected cost for the project of \$2 million. The City was
93 awarded a grant of \$1 million from Davis County with the remaining \$1 million to come from
94 City Roadway Impact Fees.

95
96 Mayor Arave suggested that the City should apply for additional grant funding if the 1100 North
97 bridge project extended into next year. He asked about participation from Woods Cross. Ken
98 Leetham replied that Woods Cross was not interested in participating at this time.

99
100 Mayor Arave asked for an update on the marketplace across from City Hall. Sherrie Pace replied
101 that she would send an email to the City Council with an update.

102
103 Ken Leetham reported on the Eaglewood Golf Course renovation. The project goals included
104 renovation of the clubhouse exterior and grounds, renovation of the indoor reception center,
105 identifying costs of construction, and identifying funding sources for construction. He said JZW
106 Architects were completing a reception center concept plan, the plans would be reviewed with a
107 recommendation to be made by the Golf Course Oversight Committee, and an analysis of new
108 debt related to the FY22 budget. The estimated cost for this project would be \$1.8 million to \$2.2
109 million. Mr. Leetham said General Manager Tyler Abegglen was changing operations and the
110 course had experienced far less loss with the new manager.

111
112 Ken Leetham reviewed funding sources for these projects including the Hatch Park expansion
113 with the possibility for funding through CDA funds, impact fees, or new debt. Funding for other
114 projects would include CDA funds or grants for the Foxboro Wetlands Park, impact fees or RAP
115 tax for Tunnel Springs Park, CDA, Rap Tax or grants for Citywide beautification, impact fees or
116 RAP Tax for trail expansions, impact fees and grants for the 1100 North bridge study, and new
117 debt or user fees for the Eaglewood Golf Course project. He explained that the US-89 CDA was
118 triggered in 2019 and there were some obligations to Brighton Homes, but that there would be
119 approximately \$3.4 million leftover and available through that CDA as well as \$7.75 million
120 available through the Redwood Road CDA after obligations to Lee’s Marketplace. As these
121 funds from the CDAs could be used for Hatch Park and Foxboro Wetlands Park staff will put
122 together a proposed plan for the use of these funds with the Town Center and Redwood Road
123 areas. The City Council could then adopt a spending plan during the FY 2022 budget review.

124
125 Mayor Arave commented that this was a large amount of money and asked that staff review a
126 variety of options, such as the purchase of land, for the use of these funds. Ken Leetham replied
127 that the plans for the CDA funds would be part of the upcoming budget deliberations.

128

129 Ken Leetham said this was not a complete list of projects as there were capital improvement
130 plans, road repairs, water projects, etc. and staff would share five-year plans with the City
131 Council throughout the budget process. He commented that there had been input from some of
132 the Council that the format of the budget retreat should be several hours of review on a Saturday
133 instead of multiple presentations made during City Council meetings on Tuesday nights.

134

135 2. APPROVE CITY COUNCIL MINUTES

136

137 The City Council minutes of January 5, 2021 were reviewed and approved.

138

139 **Council Member Horrocks moved to approve the City Council minutes of January 5, 2021**
140 **with one correction. Council Member Mumford seconded the motion. The motion was**
141 **approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

142

143 3. ACTION ITEMS

144

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

146

147 Council Member Mumford asked about the Recreation District meeting, which was held on the
148 January 13th, and the proposed new facility.

149

150 4. MAYOR' REPORT

151

152 Mayor Arave replied to Council Member Mumford's question about the Recreation District
153 meeting and said it was well attended. There was a review of two plans including the expansion
154 of the existing facility with a 50-meter pool and modernization of the interior as well as a plan
155 for a new facility. He said residents were supportive of the idea, which would result in a tax
156 increase of \$40 or \$50 a year for both facilities.

157

158 Council Member Porter asked about the email he had sent recommending property on 1100
159 North for the proposed Recreation District facility. Mayor Arave replied that the Rec District
160 was reviewing sites but he felt it would be better if another location was chosen for the new
161 facility so the City would not lose its tax base. He said there was a better location in Woods
162 Cross but staff was working with the District on possible locations.

163

164 5. COUNCIL REPORTS

165

166 Council Member Baskin commented on the incident at the State Capitol and said she was
167 committed to doing better every day to make peace and clarity.

168

169 Council Member Mumford reported that the steering committee meeting for the Hatch Park
170 redesign would be held Monday January 25th. He said that the redesign would affect the City for
171 100 years and beyond by setting the tone for the City Center. Council Member Mumford also
172 said that the Mayor's comments about the CDA funds were right on and whatever the City chose
173 to do with those funds would also impact the City for decades. He said that the Council had a big
174 obligation to get things right during this budget session.

175
176 Council Member Mumford reported on recent odor events from the Wasatch Resource Recovery
177 Plant and said that there had been issues for the last two weeks. He said he sent an email to Dal
178 Wayment and noticed that there had been a social media announcement that the fence line
179 sprayers would be installed soon which should help with the odors. He said the smell events
180 were happening at times throughout the day and were not consistent. Mayor Arave commented
181 that the South Davis Sewer District Board would meet on Thursday so he would discuss the issue
182 with Dal Wayment at that time.

183
184 Council Member Porter reported on a recent Jordan River Commission meeting and said that
185 funding would be available to secure the City's portion of the river. Chief Black commented that
186 it was his understanding that if money became available the City was on the list to receive
187 funding.

188
189 6. CITY ATTORNEY'S REPORT

190
191 David Church had nothing to report.

192
193 7. CITY MANAGER'S REPORT

194
195 Ken Leetham reported on the upcoming legislative session and asked if the City Council would
196 like the legislators to come to a meeting. Mayor Arave replied that there were things to discuss
197 such as the policing bills and asked that staff invite them.

198
199 Chief Black commented that the law enforcement legislative committee was reviewing potential
200 bills including one that would affect the justice court. He said the proposed bill would restrict a
201 judge from being able to suspend a driver license for traffic violations, which would result with
202 the only recourse then being warrants and jail time.

203
204 Ken Leetham mentioned two efforts including a bill from Representative Ward regarding
205 accessory dwelling units (ADU) which would make them more permissible. He said he was part
206 of several housing committees, including the Utah League of Cities and Towns, and had
207 expressed that the City was supportive of providing different housing types. Mr. Leetham said
208 that the ADU bill would not allow the City to regulate or require off-street parking associated
209 with those ADUs, which was an issue. He also said that there were concerns that cities were not
210 being fair in regards to their fees, which resulted in local government being seen as a barrier for

211 housing affordability. He indicated that he had assisted the League by collecting data through the
212 Utah City Management Association (UCMA) about building and permitting fees. He does not
213 believe that such fees are a barrier to housing affordability.

214
215 Council Member Horrocks said he heard a rumor that the legislature was looking at removing
216 city permitting. He said that the idea was if an architect approved the plans per local building
217 codes then it would bypass the City and the permitting process. Ken Leetham replied that it was
218 an idea that was being discussed. He said if there were communities that did not comply with
219 State law then the League of Cities and Towns should be working with them to come into
220 compliance or all cities would be punished for that behavior. Mr. Leetham said the private sector
221 could potentially have a role in this, and if it was done properly then it may not be a problem.

222
223 8. ADJOURN

224
225 Mayor Arave adjourned the meeting at 7:01 p.m. to begin the regular session.

226

CITY OF NORTH SALT LAKE
CITY COUNCIL MEETING-REGULAR SESSION
JANUARY 19, 2021

DRAFT

Mayor Arave called the meeting to order at 7:02 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; Janice Larsen, Finance Director; Craig Black, Police Chief; David Church, City Attorney; Tyler Abegglen, Golf Course General Manager; Sherrie Pace, Community Development Director; Linda Horrocks, City Recorder; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: Dee Lalliss, Ron Jorgensen, Katherine Maus, Alisa Van Langeveld, residents.

1. CITIZEN COMMENT

There were no citizen comments.

2. CITY COUNCIL RATIFICATION OF MAYOR'S PLANNING COMMISSION APPOINTMENTS

Mayor Arave reported that there were many great applicants for the current Planning Commission positions, and introduced Katherine Maus and Ron Jorgensen as his selections for the Commission. He first introduced Katherine and said she was the director of public engagement and conservation at Utah Open Lands and had just completed a Masters degree.

Katherine Maus commented that she had lived in the City for two years. She said her Master's degree was in environmental chemistry and biology. Ms. Maus said she worked for Utah Open Lands and hoped to bring a lens of conservation to the Planning Commission.

Mayor Arave then introduced Ron Jorgenson, a retired vice president of western pipeline for Dominion Energy and the Chair for the Utah Food Bank.

269 Ron Jorgensen said he was a retired business executive and wanted to stay involved in the
270 community. He commented that he had lived in the City for 25 years and was looking forward to
271 the opportunity to serve.

272
273 Mayor Arave commented that the third new commissioner would be Ted Knowlton who would
274 be replacing the seat Kent Kirkham had been filling.

275
276 Council Member Porter asked what part of the City the new commissioners lived in. Mayor
277 Arave replied that Katherine lived in Foxboro and Ron lived near the golf course.

278
279 **Council Member Gordon moved to approve Mayor Arave's appointments of Ron**
280 **Jorgensen and Katherine Maus as members of the City of North Salt Lake Planning**
281 **Commission.**

282
283 Mayor Arave asked that the motion include approval of Ted Knowlton as well.

284
285 **Council Member Gordon amended her motion to include the appointment of Ted**
286 **Knowlton. Council Member Baskin seconded the motion. The motion was approved by**
287 **Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

288
289 3. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2021-03R: A
290 RESOLUTION AMENDING THE FISCAL YEAR 2020-2021 CITY OF NORTH SALT
291 LAKE GENERAL FUND, DEBT SERVICE FUND, CAPITAL FUND, ROAD
292 CAPITAL FUND, WATER FUND, IRRIGATION FUND, STORM WATER FUND,
293 SOLID WASTE FUND, GOLF FUND AND FLEET FUND BUDGETS

294
295 Janice Larsen reported on the adjustments summarized in the memo found in the packet, which
296 included revenues in the General Fund, the budget increase for sales tax revenues in the amount
297 of \$1,398,600, franchise tax in the amount of \$54,500, CARES Act federal grant revenues in the
298 amount of \$549,450, road tax revenues in the amount of \$215,500, and development related
299 revenues in the amount of \$112,000. The one revenue area experiencing a significant decrease
300 related to the Coronavirus pandemic was in the Court, which was due to a decision at the State
301 level to suspend in-person court appearances. The court revenues were expected to be \$170,000
302 lower than the current budget. In expenditures, staff recommended moving \$215,000 to the Fleet
303 Fund to purchase four police department vehicles.

304
305 Ms. Larsen said the other significant adjustment would be to wages and benefits, excluding
306 sworn police officers, for a 2% Cost of Living Adjustment (COLA) to the wages schedules, the
307 reinstatement of the annual merit increase, and the reinstatement of the medical in lieu
308 contributions for qualifying employees. Staff recommends the adjustments be made
309 retroactively to the beginning the fiscal year. The recommendation was also made for an
310 additional budget item to reinstate a full-time planner position. A part-time position already

311 exists and staff was proposing moving the part-time employee to a full-time position and
312 possibly hiring a new employee to fill the current part-time position. The budget increase to fund
313 these two changes to the end of the current Fiscal Year would be \$19,000.

314
315 Janice Larsen said the most significant expenditure, or transfer, to the Capital Fund from the
316 General Fund of \$1.3 million included the increase in the sales tax, CARES Act revenue, and
317 Road Tax money for projects. She said the CARES Act revenue could be used for the purchase
318 of equipment and supplies for costs related to the Coronavirus. The City expected to spend
319 approximately \$85,000 in the current fiscal year. No funds were currently budgeted for these
320 expenditures, which could be off-set by the CARES Act revenue.

321
322 Staff also recommended additional budget for the completion of road and water capital projects
323 related to the third phase of the Eaglewood Loop and Rockwood. The additional cost of these
324 projects was estimated to be \$484,000 in the Road Fund and \$454,000 in the Water Fund.

325
326 Janice Larsen explained that the increase in revenue for the current FY results in unrestricted
327 funds being available to transfer to other funds for much needed infrastructure expenditures in
328 the current and future years. The proposed transfers-out are all from the General Fund to other
329 funds in the following amounts: Capital Fund (Fund Balance-Future Projects) \$1,300,000, Road
330 Fund (Road Projects) \$1,015,500, Fleet Fund (Police Vehicles) \$ 215,000.

331
332 **At 7:18 p.m. Mayor Arave opened the public hearing. There were no public comments and**
333 **Mayor Arave asked for a motion. At 7:19 p.m. Council Member Horrocks moved to close**
334 **the public hearing. Council Member Gordon seconded the motion. The motion was**
335 **approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

336
337 **Council Member Porter moved that the City Council approve Resolution 2021-03R**
338 **proposing a mid-year budget adjustment. Council Member Horrocks seconded the motion.**
339 **The motion was approved by Council Members Gordon, Horrocks, Mumford and Porter.**
340 **Council Member Baskin voted in opposition to the motion.**

341
342 Council Member Baskin commented that she felt Council Member Horrocks should recuse
343 himself on this item and also that she was not sure the City was out of the woods with the
344 pandemic. She felt the City should err on the side of caution.

345
346 4. CONSIDERATION OF PROPOSED PURCHASE OF FOUR POLICE PATROL CARS
347 IN AN AMOUNT UP TO \$211,600

348
349 Chief Black reported and said the replacement vehicles had not yet been named as he was unsure
350 how long it would take to obtain the vehicles. He said at least four vehicles would be brought to
351 the City Council for surplus and disposal including two 2013 vehicles and all four vehicles had
352 over 100,000 of police service.

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Mayor Arave asked if all four vehicles would be Ford Explorer SUVs. Chief Black replied affirmatively and said that Ford had a hybrid model, which would help with the wear and tear.

Mayor Arave asked about full electric options. Chief Black replied that only Tesla had full electric vehicles.

Council Member Porter moved that the City Council approve the purchase and equipping of four (4) 2021 Ford AWD Police Explorers at the cost of up to \$211,600. Council Member Mumford seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.

5. CONSIDERATION OF RESOLUTION 2021-02R: A RESOLUTION APPOINTING A CITY OF NORTH SALT LAKE REPRESENTATIVE AS A MEMBER OF THE SOUTH DAVIS RECREATION DISTRICT ADMINISTRATIVE CONTROL BOARD

Mayor Arave commented that he had served on this board for several years and would be the chair this year. He asked that the Council reappoint him to the position.

Council Member Horrocks moved that Mayor Arave be reappointed to the South Davis Recreation District Administrative Control Board. Council Member Gordon seconded the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks, Mumford and Porter.

6. CITY MANAGER’S REPORT CONT.

Ken Leetham reported on the countywide paramedic service issue and said that the city managers for Farmington and Clearfield and North Salt Lake were working with the County Commission on this project. He said there was a discussion on the countywide tax ending this year and the transition of paramedics for sheriff deputies to emergency response paramedic units. There would be 11 paramedic units in the county at the end of 2022. The advantages of this system would be that the property tax inequity would be resolved and paramedic services would be greatly increased.

7. ADJOURN

Mayor Arave adjourned the meeting at 7:29 p.m.

The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday February 2, 2021 by unanimous vote of all members present.

395 *Linda Horrocks, City Recorder*

Action Items for Feb 2, 2021

Item	Staff	Description
New		
1	Sherrie	Staff to send an update on the building façade project at Neighbor’s Market on Hwy. 89 across from City Hall. <i>Staff asked Davis Co. for a time extension to June 2021 (per Dennis’ request) because the bids from the roofing contractors came quite high due to winter season. The County said that shouldn’t be a problem and is getting necessary approvals on their end. Once weather improves, the contractor should be able to start the work.</i>
2	Janice Ken	Staff to follow up on available funding for security for the City’s portion of Jordan River.
3	Ken Linda	Staff to setup a work session with the legislators to discuss 2021 legislative session and proposed bills. <i>Waiting to hear back- have invited them to 2/2/21 work session.</i>
4	Sherrie	Recognition of Stephen Garn and Kent Kirkham in a future City Council meeting. <i>This will be on the 2/2/21 agenda.</i>
Current		
1	Mayor, Ken, Sherrie	Mayor and Staff – review and present locations in the City for a new South Davis Rec District facility.
2	CC and Ken Janice	City Council to provide any recommendations to staff for the upcoming budget retreat. <i>Staff looking at Saturdays in March – we will send out a Doodle poll for available dates.</i>
3	Ken, Sherrie	Assignment to amend the Park and Recreation Element of the City’s General Plan so that it includes Hatch Park, Tunnel Springs Expansion and Capital Projects and repairs. <i>An RFP is being prepared to complete the amendment.</i>
4	Paul	In conjunction with the re-routing of storm water near the 14 th 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. <i>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.</i>
5	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. <i>Staff is preparing a report for the City Council on this.</i>
6	David, Linda	Reschedule service projects -- including Purge the Spurge at Wild Rose Trail (with YCC and residents help). <i>Staff will evaluate the feasibility of projects depending on COVID-19 restrictions.</i>
7	David, Sherrie	Staff to prepare policy (or review current policy) related to tree removal particularly when related to sidewalk damage. <i>Staff is working on a follow-up report to the City Council.</i>
8	Tyler, Julie McLachlan	Look at the possibility of expanding a recreation program up at the golf course. Clinics, lessons, paid classes/workshops, etc. <i>This idea will be included in the new proposals related to the golf course and efforts to increase revenues.</i>
9	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.
10	Linda Ken	CM Porter asked for recognition/formalization of the City’s History Committee on a future agenda. <i>Staff reviewing history committees of other cities and will draft resolution.</i>



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: February 2, 2021

SUBJECT: Consideration of Resolution No. 2021-06R approving Amendment No. 6 to the Interlocal Cooperation Agreement for Animal Services with Davis County.

RECOMMENDATION

I recommend approval of Resolution No. 2021-06R which approves Amendment No. 6 to the Interlocal Cooperation Agreement for Animal Services between the City of North Salt Lake and Davis County.

BACKGROUND

As you know, the City contracts with Davis County for animal services. The attached agreement contains our obligation for 2021 together with a detailed description of how our fees and charges are assessed. Put simply, our obligation is made up of three elements: 1) an assessment for our share of billable calls; 2) an assessment for actual calls related to wild nuisances; and, 3) a share of the capital costs for the animal shelter.

According to the proposed agreement, North Salt Lake makes up 4.52% of the total billable call volume of all participating agencies. This percentage share is used to calculate the actual amount due for general animal calls and our share of the capital costs. In this contract, calls for wild nuisance animals are based upon a measurement of calls for the first half of 2020.

For this calendar year, the City's costs are as follows:

Billable Calls:	\$54,874.16
Wild Nuisance Animal Calls:	\$ 386.25
Capital Projects Share:	<u>\$ 2,539.27</u>
Total	\$57,799.68

For your information, total charges for 2020 were \$58,134.46. You'll note that the attached letter from the County indicates that there is an 11.5% increase. That increase is Countywide and our actual costs

have decreased over last year's. The reason for that decrease is that the City had a reduction in call volume in 2020 over 2019. This reduction affected the amount we are charged for billable calls and our share of capital projects.

You may also note that the letter from the County indicates that in the near future the County will be constructing a new facility. They are also looking at various models for funding in the future and the most likely outcome of that discussion is a Countywide property tax for this service in the future.

POSSIBLE MOTION

I move that the City Council approve Resolution No. 2021-06R approving Amendment #6 to the Interlocal Cooperation Agreement for Animal Services with Davis County.



Animal Care of Davis County

1422 East 600 North – Fruit Heights, Utah 84037

Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

To: Ken Leetham

From: Rollin Cook

Date: January 20, 2021

Re: Amendment #6 to Interlocal Cooperation Agreement for Animal Services

Mr. Leetham,

Attached you will find Amendment #6 to Interlocal Cooperation Agreement for Animal Services provided to the city of North Salt Lake. My sincere appreciation for your patience as we have pulled this information together following the end of year budget session and the end of the original contract. I would also like to express my gratitude to all of the city managers and mayors who took the time out of their very busy schedules to meet with me over the past three weeks. I appreciate your feedback and ideas for improvement.

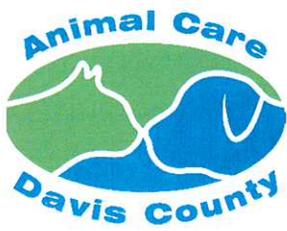
As discussed in our last meeting, this amendment is intended to guide us through 2021, as we attempt to construct a more consistent, transparent and sustaining funding model for animal care services in Davis County. Currently, a bill is being presented at our state legislative session that would allow for a tax levy to be used to fund animal care services similar to library services, health departments, etc. We should know more about the potential success of that legislation in the coming weeks, but preliminary indications are very positive.

There are three specific areas of this amendment that I think are important to review and understand. They are the annual expenditures, termination of wildlife services and the capital projects fund.

Annual Expenditures:

As has been the case every year, we saw a slight increase in our annual expenditures. This year's increase is 11.5% vs. 2020 that was 14%. As you know, yearly increases are often due to the increase need of capital equipment and personnel expenditures. As an agency we have been able to limit the majority of our personnel increases this year through attrition and other reduction efforts.

Our capital equipment line item is slightly higher due to the need to replace one more truck than we did last year. The county has a truck replacement policy that mirrors the general economic lifecycle of the vehicles we use. We replace the trucks when they are either 7 years old or older or have surpassed 150,000 miles. We go to great lengths to keep our vehicles well maintained, but unfortunately



Animal Care of Davis County

1422 East 600 North – Fruit Heights, Utah 84037
Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

the vehicles we replaced were past their life cycle. We will continue to properly monitor our vehicle use and mileage and ensure our replacement timing is planned as reasonably possible.

Wildlife Services:

With the agreed upon changes to our operations regarding wildlife services, this is the final year that we will be collecting wildlife fees as a part of the annual agreement. You will notice that this amount is generally smaller than years past because we are only charging for wildlife fees for the time period of January 01, 2020 - July 01, 2020.

Capital Projects Fund:

As you know, we are actively working towards relocating to a newer, more suitable shelter for effective animal care operations and the convenience of our citizens. However, until that time, it is important to extend the Capital Projects Fund regarding the shelter at the same rate/amount that has been collected in the past. This fund will help us with any necessary facility repairs that have been identified or present themselves prior to a new facility being built.

Obviously, we will be prudent knowing that the intent is to move to a new building in the near future. However, it is also sensible to ensure the aged facility is still able to properly house animals, provide a safe work environment for our employees and safely and effectively serve our citizens and their pets. This fund will also be used to facilitate an animal care feasibility study that will objectively identify the needs and considerations for the future of animal care in Davis County, as well as, the requirements for a new facility.

In addition to the electronic version of this letter and contract amendment, we will be sending the original documents to you via U.S. Mail. Please use those original documents for the official signatures and return them to us in the stamped manila envelope provided by **February 28, 2021**.

Once received we will get the necessary signatures of our county officials and forward a copy to you for your records. We appreciate any efforts made to expedite the review and signature process, and will do our part to turn around any contracts we receive prior to February 28. If you have any questions or concerns, please do not hesitate to contact me. Again, thank you for the opportunity to provide professional animal care and control services to the citizens of your city.

Sincerely,

A handwritten signature in black ink that reads "Rollin Cook".

Rollin Cook

Director

Animal Care of Davis County

RESOLUTION NO. 2021-06R

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE AUTHORIZING EXECUTION OF AMENDMENT NO. 6 TO INTERLOCAL COOPERATION AGREEMENT (2021-03A) FOR ANIMAL SERVICES WITH DAVIS COUNTY.

WHEREAS, Davis County provides animal control services to unincorporated portions of Davis County and by contract to other municipalities located in Davis County; and

WHEREAS, the City of North Salt Lake is in need of such animal control services and Davis County is willing to provide these services pursuant to the terms and conditions of this Agreement; and

WHEREAS, pursuant to the authority granted in Utah Code 11-13-1 et seq. (“Interlocal Cooperation Act”), the City desires to continue the service contract with Davis County for animal control services; and

WHEREAS, the City Council hereby finds that entering into Amendment No. 6 to Interlocal Agreement for Animal Control Services with Davis County will further the public health, safety, and welfare;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF NORTH SALT LAKE AS FOLLOWS:

Section 1. Authorization to Execute Amendment No. 6 to Interlocal Cooperation Agreement for Animal Services. The City Council hereby authorizes and directs the Mayor to execute Amendment No. 6 to Interlocal Cooperation Agreement for Animal Control services in substantially the same or similar form attached hereto. The effective date of the agreement is January 1, 2021.

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

APPROVED AND ADOPTED by the City of North Salt Lake, Utah, on this 2nd day of February, 2021.

BY THE CITY COUNCIL:

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

Len Arave, Mayor

ATTEST:

Linda Horrocks, City Recorder



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: Linda Horrocks, City Recorder

DATE: February 2, 2021

SUBJECT: 2021 Election Services Contract with Davis County

RECOMMENDATION

I recommend the City Council approve Resolution 2021-07R: a resolution approving entering into Agreement 2021-05A with Davis County for 2021 Municipal Election Services.

BACKGROUND

Davis County has provided us with a contract and information to assist with our municipal primary and general elections in 2021. They have the resources, personnel and equipment for these elections, and we value their expertise.

This year's estimate is \$16,298.87. (The 2019 estimate was \$15,584.14) As a reminder, we are required to send ballots to all registered voters, and there was an increase in new registered voters from last year's presidential election. There are also some small administrative cost increases for 2021.

It should be noted that this cost would be doubled should a primary election be required.

PROPOSED MOTION

I move that the City Council approve Resolution 2021-07R entering into an Interlocal Cooperation Agreement for the 2021 Municipal Election Services, agreement number 2021-05A.

**INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL ELECTION SERVICES**

This agreement for Municipal Election Services is between Davis County, a political subdivision of the state of Utah (the “County”), and City of North Salt Lake, a municipal corporation of the state of Utah (the “City”). County and City may be referred to collectively as the “parties” herein or individually as a “party” herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2021 upon the following terms and conditions; and

WHEREAS, the Parties pursuant to the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the “Act”), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, are authorized to enter into this agreement.

The parties therefore agree as follows:

1. The County’s Obligations. If a municipal primary election and a municipal general election is needed in August 2021 and November 2021, respectively, the County shall provide the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 1.7. Canvass reports;
 - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. The City's Obligations. The City shall:
 - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
 - 2.2. Enter into a polling location Indemnification Agreement, if needed;
 - 2.3. Perform Declaration of Candidacy filing;
 - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
 - 2.6. Proof and approve the accuracy of the printed and audio of ballot formats;
 - 2.7. Arrange and conduct election canvass;
 - 2.8. Prepare candidate certificates;
 - 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
 - 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. Compliance with Applicable Laws. Each party agrees to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.
4. Costs. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". City will submit payment to County within thirty (30) days of City receiving an invoice prepared by County relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this agreement prior to the date that this agreement is terminated.
5. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").
6. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.
7. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 7.1. The mutual written agreement of the parties;
 - 7.2. By either party after any material breach of this agreement;
 - 7.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
 - 7.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
9. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
10. No Separate Legal Entity. No separate legal entity is created by this agreement.
11. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
14. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.

15. Entire Agreement; Amendment. This agreement, including all attachments, if any, constitutes the entire understanding 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 agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
16. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) brought by one party against the other party arising out of this agreement. If either party brings a Proceeding 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.
17. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
- 17.1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- 17.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.
18. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

<p>_____ CITY</p> <p>Printed Name: _____ Mayor Dated: _____</p> <p>ATTEST:</p> <p>Printed Name: _____ City Recorder Dated: _____</p>	<p>REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p>_____ City Attorney Dated: _____</p>
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DAVIS COUNTY

REVIEWED AND APPROVED AS TO PROPER FORM
AND COMPLIANCE WITH APPLICABLE LAW:

Bob J Stevenson, Chairman
Board of Davis County Commissioners
Dated: _____

Davis County Attorney's Office
Dated _____

ATTEST:

Curtis Koch
Davis County Clerk Auditor
Dated: _____

EXHIBIT A

(Election Costs Schedule)



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: February 2, 2021

SUBJECT: Consideration of Ordinance No. 2021-01, An ordinance amending Title 3, Chapter 2 concerning licensing and regulation of alcoholic beverages in the City.

RECOMMENDATION

I recommend approval of Ordinance No. 2021-01, An ordinance amending Title 3, Chapter 2 concerning licensing and regulation of alcoholic beverages in the City.

BACKGROUND

The attached ordinance is intended to clarify and remove ambiguities that exist in the current North Salt Lake City Code pertaining to the City's granting of its consent for business licenses which propose to serve alcohol. The City Code attempts to follow State Code in these matters, but City staff, including the City Attorney, has determined that the attached new code language will greatly assist us as we review requests for business licenses for these types of enterprises.

POSSIBLE MOTION

I move that the City Council approve Ordinance No. 2021-01, An ordinance amending Title 3, Chapter 2 concerning licensing and regulation of alcoholic beverages in the City.

ORDINANCE NO. 2021-01
AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF
NORTH SALT LAKE AMENDING THE CURRENT CITY CODE
CONCERNING THE LICENSING AND REGULATION OF ALCOHOLIC
BEVERAGES IN THE CITY.

RECITALS

A. **WHEREAS**, in Utah alcoholic beverages are regulated primarily by the State of Utah which has delegated some local authority to the Cities such as the City of North Salt Lake; and

B. **WHEREAS** the City currently has provisions which govern the City licensing of certain types of beer sales and businesses that sell beer; and

C. **WHEREAS**, the City has attempted to coordinate its regulations with the State regulations by adopting some of the state law provisions by reference; and

D. **WHEREAS**, the adoption of the state law by reference may have created an ambiguity as to the qualifications and standards that the City should apply to an application for a license from the City which ambiguity the City now wishes to clear up; and

E. **WHEREAS**, State law requires the Utah Department of Alcoholic Beverage Control to seek local consent on some of its licensing decisions and the City wishes to identify some standards for giving or denying such local consent.

ORDINANCE

NOW, THEREFORE, IT IS HEREBY ORDAINED, BY THE GOVERNING
BODY OF THE CITY OF NORTH SALT LAKE:

Section 1. The current City Code Section 3-2-1 is amended to add the following definition:

LOCAL CONSENT: as used herein means a request for the City to give consent to the Utah Department of Alcoholic Beverage Control for the Department to issue a license or permit to an applicant.

Section 2. The current City Code section 3-2-7 is hereby amended to read as follows:

(1) Utah Code Annotated title 32B, chapter 1 shall govern qualifications for licensees.

(2) (a) the City may not issue a license, or Local Consent to a person who has been convicted of:

(i) within seven years before the day on which the City issues the license, or Local Consent, a felony under a federal law or state law;

- (ii) within four years before the day on which the City issues the, license, or Local Consent:
 - (A) a violation of a federal law, state law, or local ordinance concerning the sale, offer for sale, warehousing, manufacture, distribution, transportation, or adulteration of an alcoholic product; or
 - (B) a crime involving moral turpitude; or
 - (iii) on two or more occasions within the five years before the day on which the license, or Local Consent is issued, driving under the influence of alcohol, drugs, or the combined influence of alcohol and drugs.
- (b) If the person is a partnership, corporation, or limited liability company, the proscription under Subsection (2)(a) applies if any of the following has been convicted of an offense described in Subsection (2)(a):
- (i) a partner;
 - (ii) a managing agent;
 - (iii) a manager;
 - (iv) an officer;
 - (v) a director;
 - (vi) a stockholder who holds at least 20% of the total issued and outstanding stock of the corporation; or
 - (vii) a member who owns at least 20% of the limited liability company.

(3) No License or Local Consent shall be issued to an applicant if the applicant is not fully compliant with applicable Federal, State, County, and North Salt Lake City regulations.

Section 3. This ordinance shall take effect upon publication and posting as required in Utah Code 10-3-711.

Section 4. The City Recorder pursuant to Utah Code 10-3c-201(1)(a)(ii) is hereby authorized to provide appropriate title, chapter, part, and section numbers for the provision of this ordinance and pursuant to Utah Code 10-3-713 shall record, in a book used exclusively for that purpose, this ordinance, along with all ordinances passed by the City of North Salt Lake.

APPROVED AND ADOPTED in the City of North Salt Lake, Utah, this 2nd day of February, 2021.

BY THE CITY COUNCIL:

City Council Vote as Recorded:

<u>Name</u>	<u>vote</u>
Lisa Baskin	_____
Natalie Gordon	_____
Brian Horrocks	_____
Ryan Mumford	_____
Stan Porter	_____

Len Arave, Mayor

ATTEST:

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: February 2, 2021

Subject: Eagleridge Drive Street Overlay (Vista View Lane to Eaglewood Loop) Project

RECOMMENDATION

Staff recommends awarding the Eagleridge Drive Street Overlay (Vista View Lane to Eaglewood Loop) Project to Advanced Paving and Construction, LLC for the price of \$188,357.00.

BACKGROUND

This section of Eagleridge Drive for the most part is in fairly good shape so the street is not in need of a total reconstruction, however some sections of the road have alligator cracking and rutting and will have to be replaced. The project will consist of fixing these compromised areas and then overlaid with asphalt.

Eagleridge Drive will have to be closed during certain times of the project, but residents of Mont Clair will always have access.

The City received five bids and they are shown below:

<u>Contractor</u>	<u>Price</u>
Advanced Paving and Construction, LLC	\$188,357.00
Wasatch Property Maintenance	\$190,592.00
Black Forest Paving	\$192,202.00
Staker Parson Company	\$192,879.52
Morgan Asphalt	\$211,315.00
Consolidated Paving	\$212,959.88
Green Construction	\$215,737.40

Post Construction	\$222,389.80
Kilgore Paving	\$246,479.00

The budget for this project is \$325,000 and it has already been approved.

Advanced Paving and Construction has completed a few projects in the city and their work has been very good. They were the contractor on last year's project on Eagleridge Drive above the round-about.

POSSIBLE MOTION

I recommend City Council award the Eagleridge Drive Street Overlay (Vista View Lane to Eaglewood Loop) Project to Advanced Paving and Construction, LLC for the price of \$188,357.00.

