



# CITY OF NORTH SALT LAKE

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## CITY COUNCIL MEETING NOTICE & AGENDA

JUNE 15, 2021

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

Posted June 10, 2021

Notice is given that the City Council of the City of North Salt Lake will hold a regular meeting on **JUNE 15, 2021** at City Hall, 10 East Center Street, North Salt Lake, Utah. A work session will be held at 6:00 pm in the Council Chambers followed by the regular session at 7:00 pm. Some members may participate electronically. The public can view the meeting electronically via Zoom link on page 2.

The following items of business will be discussed; the order of business may be changed as time permits.

### WORK SESSION –6:00 p.m.

1. Golf Department Update
2. Approval of City Council Minutes – June 1, 2021
3. Action Items
4. Council Reports
5. Adjourn

### REGULAR SESSION - 7:00 p.m.

1. Introduction by Mayor Len Arave
2. Invocation and Pledge of Allegiance ~ Council Member Ryan Mumford
3. Citizen Comment
4. Public Hearing and consideration of **Resolution 2021-18R**: a resolution amending the Fiscal Year 2020-2021 budgets
5. Consideration of **Ordinance 2021-06**: an ordinance amending Title 4, Chapter 3 Garbage and Refuse related to recycling services.
6. Consideration of **Resolution 2021-16R**: a resolution approving entering into **Agreement 2021-17A** with Momentum Recycling for a glass recycling program in the City
7. Consideration of **Resolution 2021-17R**: A resolution setting the certified tax rate for the fiscal year 2021-2022 budget
8. Consideration of **Resolution 2021-20R**: a resolution approving **Agreement 2021-19A** with Watchguard Video for a five-year service term

9. Consideration of Proposed Communications Specialist
10. Mayor’s Report
11. City Attorney Report
12. City Manager Report
13. 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:

Topic: NSL City Council Meeting 6-15-21  
Time: Jun 15, 2021 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting  
<https://us02.web.zoom.us/j/87136885089?pwd=OVAXS2ZsV0p5TWxZR09uanE2eUdXdz09>

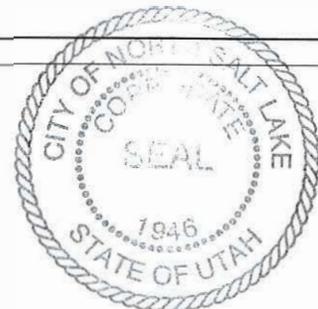
Meeting ID: 871 3688 5089  
Passcode: 252347

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 June 2021.

Dated this 10th day of June 2021.





1 CITY OF NORTH SALT LAKE  
2 CITY COUNCIL MEETING-WORK SESSION  
3 JUNE 1, 2021

4  
5 **DRAFT**  
6

7 Mayor Arave called the meeting to order at 6:06 p.m.  
8

9 PRESENT: Mayor Len Arave  
10 Council Member Lisa Watts Baskin  
11 Council Member Natalie Gordon  
12 Council Member Brian Horrocks  
13 Council Member Ryan Mumford  
14 Council Member Stan Porter  
15

16 STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen,  
17 Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Mark Bell,  
18 City Attorney; Tyler Abegglen, Golf Course General Manager; Sherrie Pace, Community  
19 Development Director; Linda Horrocks, City Recorder; Marty Peterson, Emergency  
20 Preparedness Manager; Andrea Bradford, Minutes Secretary.  
21

22 OTHERS PRESENT: Via Zoom: Mary Gadd, South Davis Recreation District; Whitney Ward,  
23 VCBO Architecture. In person: Dee Lalliss, resident; Tif Miller, South Davis Recreation  
24 District; Todd Meyers, South Davis Recreation Board Member.  
25

26 1. PRESENTATION BY TIF MILLER, DIRECTOR OF THE SOUTH DAVIS  
27 RECREATION DISTRICT  
28

29 Tif Miller, South Davis Recreation District, reported that the South Davis Recreation District  
30 coverage area was growing. This facilitated the need for an updated master plan to help  
31 determine how to meet that growth. He said the existing facility was fourteen years old, which  
32 caused some issues with accessibility, resulted in wear and tear, the need to repurpose current  
33 spaces, and the desire to expand areas like the daycare, fitness areas, etc.  
34

35 Tif Miller said the existing programs included the Olympic sized ice rink, multipurpose court,  
36 multiple fitness areas, three pools, and events including races, movies. He commented on the  
37 adult and youth programs the District offered such as soccer, football, and basketball. Mr. Miller  
38 explained that they utilized local school facilities for these programs but with the school system  
39 also experiencing growth it was necessary to find new accommodations.  
40

41 Tif Miller said all the growth meant there was a need for a new South Davis Recreation facility.  
42 He said it would offer similar amenities as the existing facility and would be located in the  
43 southwest section of the County. The District has done two surveys to determine what residents

44 would like to see and the results showed a desire for additional pools and aquatic programs. The  
45 surveys also showed a need for more gym/fitness and field space. The District would also  
46 continue to obtain community feedback and involvement particularly related to support for a  
47 bond.

48  
49 Whitney Ward, VCBO Architecture, reported that the bond estimate for the recommended  
50 improvements and expansion for the existing facility as well as the new facility would be \$42  
51 million dollars. The bonding period would be 25 years, which would result in an increase of \$28  
52 for a total tax increase of \$76 per year for residents. For a business it would be a \$12 annual  
53 increase per \$100,000 in value that would go towards the South Davis Rec District. Ms. Ward  
54 explained that the current bond for the existing building was set to expire in 2026 so there would  
55 be some overlap. She said it was cheaper to build now as the cost of land and construction was  
56 rising.

57  
58 Council Member Mumford expressed concern with the current and proposed bonds overlapping.  
59 He asked about the effects of waiting until the current bond expired before starting a new bond.  
60 Whitney Ward replied that analysis was done to compare the impact of the bond overlap versus  
61 the cost of implementation in five years. She said that the construction market was projected to  
62 increase 5% each year on the proposed \$42 million so it was determined the bond overlap would  
63 be less impactful than waiting five years. Lewis Young Burningham was also consulted and  
64 advised that there would be a lower impact per household with obtaining the new bond now.

65  
66 Council Member Mumford mentioned family memberships and said they seemed very high  
67 priced compared to equivalent activities such as a zoo or aquarium membership. He asked about  
68 membership use particularly with the facility being at high capacity now. Tif Miller responded  
69 that the current members were utilizing it often and those that were not previously using it  
70 canceled during COVID. He said that the membership costs were not raised until 2018 but when  
71 comparing similar facilities with pools, ice rink, recreation that the cost was on par.

72  
73 Tif Miller explained that they had seen higher attendance at the facility after the pandemic  
74 including in the recreation programs.

75  
76 Council Member Horrocks asked about the membership pricing. Tif Miller replied that a family  
77 membership was \$495 plus tax for residents and included the pools, ice arena, fitness classes,  
78 weight rooms, etc. The membership also provided discounts for the recreation programs.

79  
80 Council Member Mumford spoke on the gym feature and the competition from independent  
81 businesses like VASA, etc. He said he struggled with government bonding to provide a service  
82 that independent companies were already providing and competing against private businesses.  
83 He said the new facility was proposed to have a large gym, splash pad and asked how this was  
84 justified. Whitney Ward responded that the fitness component of the Rec Center was  
85 complimentary to the other components such as the gymnasiums and pools for children. She said

86 the parents wanted something to do while the kids were using the other facilities. Ms. Ward  
87 commented that the cardio and weight lifting were the lower cost areas and found that offering  
88 these amenities together served the whole family.

89  
90 Council Member Mumford said there was a high demand for recreational needs and the City  
91 found that some of those needs were not being met by the Rec Center including soccer leagues.  
92 He said there needed to be an expansion but asked if research had been done to determine the  
93 demand. Tif Miller said the courts could be used for multi purposes such as pickleball and  
94 basketball. He said they were looking at obtaining a good amount of property to allow for field  
95 space. Mr. Miller explained that part of the purpose for meeting with the cities was to see if there  
96 were opportunities for more programs and utilizing existing spaces.

97  
98 Council Member Baskin spoke on the report from the Rec District, which included an illustration  
99 detailing the most valued amenities. She asked about ice rink information which, she said, was  
100 covered by a graphic. Tif Miller replied that the ice rink was a valuable part of the district. He  
101 said a new ice ribbon was opened in downtown Bountiful, which would hopefully allow the ice  
102 rink in the Rec Center to be utilized for more programs in the future.

103  
104 Council Member Baskin commented that several hockey players had mentioned that the ice rink  
105 was not being run like a business, but should be, including issues with the Zamboni machine  
106 blade adjustment resulting in the need for more frequent repair, Dippin' Dots ice cream not being  
107 purchased in bulk and selling out, the concession stand closing early when there are still crowds  
108 there, and lower pricing for figure skating ice rental versus hockey.

109  
110 Whitney Ward reported on the value of the amenities and said the ice rink was ranked just below  
111 the organized fitness programs. She said for the master plan assessment that they did a  
112 comparison of the cost of implementation versus cost of operation as well as the national average  
113 for the number and types of facilities for a similar sized district. This analysis showed that the  
114 existing Rec Center was undersized. She said regarding the ice rink that it was used by those who  
115 loved that amenity but it was not as widely used as some of the other more typical amenities. It  
116 also had a high cost of entry and operations so this meant they would better optimize the  
117 utilization but would not be building an ice rink as part of the new facility.

118  
119 Council Member Baskin commented on the unmet demand and said the ice hockey teams were  
120 up at 4:30 a.m. to skate at 6 a.m. while the figure skaters, which were fewer in number, were able  
121 to skate at prime time. Tif Miller replied that the figure skaters were scheduled during the school  
122 hours while the ice hockey was scheduled before and after school. He said they were looking for  
123 other ways to utilize the ice, including the opening of the ice ribbon, and allow the ice hockey  
124 more time.

125  
126 Council Member Mumford asked about dual use of the Bountiful Junior High basketball court,  
127 which was used by the Rec Center. He also asked about the fields behind the school. Tif Miller

128 explained that there was an interlocal agreement which allowed the Rec Center to utilize that  
129 space after school hours or when there was no school program occurring. He said it was used by  
130 the school for gym classes, wrestling, volleyball, etc. The fields behind the school were part of a  
131 different interlocal agreement, which allowed for second rights after the school district. Mr.  
132 Miller said it was difficult because as the school district increased in size, the programs they  
133 offered increased too which resulted in less availability for the Rec District.

134  
135 Council Member Baskin asked for the estimated bond amount. Whitney Ward replied that the  
136 conservative estimate was \$42.8 million and did not include any partnerships, shared use or land  
137 agreements.

138  
139 Council Member Baskin asked how COVID had affected the Rec District. Tif Miller responded  
140 that the biggest thing was lost memberships in the last year. He said membership numbers were  
141 starting to increase but it was a gradual process.

142  
143 Council Member Horrocks asked about the plan B if the bond initiative did not pass. Tif Miller  
144 said the goal was to bond this year but if not then it would be revisited in the future. He said the  
145 master plan was a 10 to 15 year plan with a goal to move as quickly as possible. This meant that  
146 the project could be split into phases if necessary.

147  
148 Whitney Ward said the other driver for the bond timing was land availability as it was getting  
149 more difficult to find a ten, or more-acre parcel that was accessible and visible.

150  
151 Council Member Gordon said she was one of the residents who voted for the 50-meter pool and  
152 was grateful for this amenity.

153  
154 Mayor Arave commented that the primary driver was to find a way to provide more programs for  
155 children including the junior Jazz, soccer, etc. This included more court and field space as well  
156 as a pool and better access for west side residents.

157  
158 Todd Meyers, South Davis Recreation Board Member, spoke about the ice ribbon, which  
159 provided a great opportunity for the leisure skater and opened the ice center for hockey players.

160  
161 2. PUBLIC WORKS DEPARTMENT UPDATE

162  
163 David Frandsen reported on some of the tasks that the Public Works Department did on a daily  
164 basis. He said he started in public works when he was 16 years old and the things he learned then  
165 he has implemented into the department today. Mr. Frandsen spoke on some of the issues he had  
166 seen including a leadership deficit, lack of understanding on what the department does, lack of  
167 accountability on employees, the use of the wrong metrics, incompetence, poor recordkeeping,  
168 poor communication and feedback, time management inefficiency, lack of punishment and  
169 praise, etc. He said he worked off a model of people in the center with a focus on leadership

170 through growing other people. The model also included controlling the culture, a focus on  
171 performance with accountability, and an environment that allowed for physiological and safety  
172 needs to be met. Mr. Frandsen said that these principles included allowing employees to thrive,  
173 offering life skills classes, creating a space where employees are appreciated and compensated  
174 for their work, giving employees the proper knowledge and skills to do their job, and holding  
175 them accountable for their work.

176  
177 David Frandsen highlighted several of his employees including Cole Staker, a Storm Water  
178 employee, who was determined to beat the street sweeping record and succeeded.

179  
180 David Frandsen spoke on winter storms and said that mobilizations occurred more than residents  
181 might have thought. He then explained pothole tracking with heat maps and said good  
182 recordkeeping allowed the City to deny claims. Mr. Frandsen said that each streetlight was  
183 checked four times annually and 134 lights were repaired or replaced last year.

184  
185 David Frandsen reported on projects that the public work staff were able to complete less  
186 expensively than contractors. He also spoke on projects that did not go out to bid that public  
187 works completed including Main Street stub outs, 250 North, and 300 North.

188  
189 Mr. Frandsen highlighted several other employees in the Water Department including Brian  
190 Holstein, Brian Caldwell, and John Lovato as well as mentioning the departures of Sam  
191 Christiansen, Robbie Peters, and Danny Rhodes (Storm Water Department).

192  
193 David Frandsen spoke on other projects that the Public Works Department tackled including 56  
194 acres of phragmite control and tree trimming. He showed a map of the City highlighting the  
195 facilities that the department maintained. Mr. Frandsen spoke on several issues including aging  
196 facilities, the difficulty in finding seasonal staff, and trail growth. He also provided data on the  
197 windstorm event, which resulted in FEMA paperwork, 700 work sites, and 3,000+ tree cleanup  
198 in ten days.

199  
200 David Frandsen explained the recognition program he used and stated that other cities have  
201 wanted to copy. He spoke on other aspects of appreciation in the department including Peer  
202 Awards, The G.O.A.T., contests/games, etc.

203  
204 Mr. Frandsen highlighted Sally Beyer, who started with the City in 2000 and retired on May 31,  
205 2021. He said she had a huge impact on the culture and staff.

206  
207 David Frandsen said he was proud of his employees and the great work they did for the City.

208  
209 Mayor Arave commented that he had been the mayor for 11 years and had seen many changes in  
210 the City. He said one of the biggest changes was what David had brought to the department

211 including an increase in professionalism. He explained that the Public Works Department always  
212 had great employees who put forth extra effort and said David Frandsen helped to highlight this.

213

214 3. ADJOURN

215

216 Mayor Arave adjourned the meeting at 7:05 p.m. to begin the regular session.

CITY OF NORTH SALT LAKE  
CITY COUNCIL MEETING-REGULAR SESSION  
JUNE 1, 2021

**DRAFT**

Mayor Arave called the meeting to order at 7:14 p.m. Council Member Brian Horrocks offered the invocation and led those present in the Pledge of Allegiance.

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

STAFF PRESENT: Ken Leetham, City Manager; Paul Ottoson, City Engineer; David Frandsen, Public Works Director; Janice Larsen, Finance Director; Craig Black, Police Chief; Mark Bell, City Attorney; Tyler Abegglen, Golf Course General Manager; Sherrie Pace, Community Development Director; Linda Horrocks, City Recorder; Marty Peterson, Emergency Preparedness Manager; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: Via Zoom: none. In Person: Dee Lalliss, resident; Jon Tobin and Marni Tobin, outgoing YCC advisors and residents; Duaine Rasmussen, Hayley Pratt, Castlewood Development.

1. CITIZEN COMMENT

There were no citizen comments.

2. SWEARING IN OF NEW YOUTH CITY COUNCIL AND PRESENTATIONS TO  
OUTGOING YCC MAYOR AND ADVISORS

Mayor Arave recognized Jon and Marni Tobin who had served as the Youth City Council (YCC) advisors for three years. He presented them with a plaque in honor of their service.

Council Member Gordon thanked the Tobins and said they offered to provide advice to the new advisors, which would be herself and husband, Ron. She then recognized the outgoing Executive Committee members, Houston Neagle and Sam Wang.

Council Member Gordon introduced the new YCC Executive Committee that included Spencer Marks, Youth Mayor; Payton Otis, Youth City Manager; Sam Wang, Youth City Recorder; Bryn

259 Burgess, Service Chair; Landon Ballard, Publicity Chair; and Mackenzie Brinton, Activities  
260 Chair. She said the YCC had a pool party that day and would be volunteering at the food pantry  
261 the following week.

262  
263 Mayor Arave performed the swearing in of the new Youth City Council Executive Committee.

264  
265 Mayor Arave thanked those who served on the YCC and thanked them for what they did for the  
266 community.

267  
268 3. CONSIDERATION OF A PLAT AMENDMENT FOR EAGLEWOOD VILLAGE,  
269 LOTS 2 & 3 AND APPROVING VILLAGE STATION AT EAGLEWOOD LOCATED  
270 AT 421 SOUTH ORCHARD DRIVE, TAYLOR SPENDLOVE FOR BRIGHTON  
271 UTAH, APPLICANT

272  
273 Sherrie Pace reported that this item related to the Village Station development, and reminded the  
274 City Council that they approved the site plan for the apartments last year. She explained that the  
275 two lots needed to be divided into four lots for financing reasons. This resulted in a plat  
276 amendment for these four lots and would vacate lots 2 and 3 in the Eaglewood Village  
277 subdivision. The four lots would be known as The Village Station at Eaglewood. All four lots  
278 would meet the minimum standards for a Planned (P) District and varied in size from one acre to  
279 three-and-a-half acres. This would also memorialize Parcel A, seven acres on the hillside, as  
280 permanent open space with scenic and sensitive land easements. Parcel A would be maintained  
281 by either the developer or the homeowners' association. The Planning Commission made a  
282 favorable recommendation with the condition to correct any engineering redlines.

283  
284 Council Member Gordon asked if the issue with the mining trucks driving through this  
285 development had been resolved. Sherrie Pace replied that the proposed layout with parking  
286 spaces down the center would discourage truck use. She explained that no ordinances were  
287 changed or public streets vacated, so the trucks could still use the street but hoped that the  
288 change of use would discourage that.

289  
290 Mayor Arave commented that he thought there was an ordinance that would not allow the trucks  
291 to use that street. Sherrie Pace responded that there was some discussion but did not think there  
292 was an ordinance. Mayor Arave asked that staff double check to ensure there was not an  
293 ordinance related to this matter.

294  
295 Ken Leetham said he thought the truck access was an issue that may need to be addressed with  
296 something more than the street design. This may include a formal restriction that the City could  
297 enforce.

298  
299 Council Member Porter asked about the trail in the open space area and if there would be an  
300 easement. Sherrie Pace replied that there was an easement although it would not be in this open

301 space. She said there would be stairs with an access easement, which was in the development  
302 agreements.

303  
304 Council Member Baskin asked if this was approved with the idea that the trucks would change  
305 their route because of the development, but did not happen, if there were any enforcement tools  
306 for the City. Sherrie Pace replied that the City could revise the ordinances to restrict trucks based  
307 on size, axles, weight, etc.

308  
309 Ken Leetham specified that when the general development plan was approved that there was a  
310 restriction on trucks. He explained there was prior litigation with Lakeview Rock Products who  
311 then withdrew their complaint. Mr. Leetham said he would check to see what the legal standing  
312 would be at this point and if the City could restrict the road to truck traffic.

313  
314 **Council Member Porter moved that the City Council approve the Plat Amendment for**  
315 **Eaglewood Village Subdivision, vacating lots 2 & 3, and approving a four-lot subdivision,**  
316 **Village Station at Eaglewood at 421 South Orchard Drive with the following condition:**

317  
318 **1) Correction of minor engineering redlines.**

319  
320 **Council Member Horrocks seconded the motion. The motion was approved by Council**  
321 **Members Baskin, Gordon, Horrocks, Mumford and Porter.**

322  
323 **4. PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 2021-15R: A**  
324 **RESOLUTION ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR 2021-**  
325 **2022**

326  
327 Mayor Arave reported that the City Council had reviewed the budget and it had been publicized.

328  
329 **At 7:32 p.m. Mayor Arave opened the public hearing.**

330  
331 Dee Lalliss spoke on the purchase, maintenance, water, and use of City parks and asked if there  
332 was data that the public could view related to this information. He suggested a synopsis could be  
333 created showing the cost and use for each park.

334  
335 Mayor Arave talked about cost accounting and analysis. He asked staff to provide some simple  
336 metrics. Ken Leetham replied that staff had done some cost accounting related to parks and could  
337 make it more available to the public.

338  
339 Mayor Arave asked if the detailed accounts were available for the public to view. Janice Larsen  
340 replied that detailed information was posted on the State's transparency website including  
341 payments to vendors, wages, etc. She said the information would not be per park but as a whole.

342

343 Council Member Horrocks commented that after Deer Hollow Park was improved it was used  
344 more frequently by residents. He said the same was probably true of Tunnel Springs and any  
345 other park that was improved.

346  
347 Council Member Gordon said that she was concerned about resident comments about running  
348 City parks like a business and determining how cost effective they were. She explained that the  
349 goal was not to make money off the parks but to provide that amenity for citizens. Council  
350 Member Gordon commented that she would like to see how the parks were utilized to determine  
351 where to put resources but did not think business accounting should be done.

352  
353 Mayor Arave commented that it would be helpful to understand the costs further related to parks.

354  
355 Council Member Porter addressed utilization, and said the City was getting their money's worth  
356 if people were using and enjoying the parks.

357  
358 Council Member Mumford commented that Mathis Park and Palmquist Park were good  
359 examples of underutilized parks but if they were improved they would be heavily used.

360  
361 Ken Leetham said the Parks and Arts Board and staff finished a detailed parks maintenance plan  
362 and that this budget had a \$441,000 expenditure for parks improvements. A majority of this  
363 would be funded through the RAP tax.

364  
365 Council Member Baskin commented that sometimes residents felt their area was neglected so  
366 data would help to determine if this was the case.

367  
368 Dee Lalliss commented that it would be helpful for the City to provide a breakdown of how  
369 much was spent on each park for residents to view. He said improvements to the parks would  
370 result in better utilization.

371  
372 **At 7:43 p.m. Council Member Mumford moved to close the public hearing. Council**  
373 **Member Porter seconded the motion. The motion was approved by Council Members**  
374 **Baskin, Gordon, Horrocks, Mumford and Porter.**

375  
376 Ken Leetham commented on one potential addition to the budget would be for a communications  
377 position. He said this position was in last year's budget discussion but was not funded due to  
378 COVID. This employee would be responsible for updating the website, outreach for water  
379 conservation, notification for Public Works projects, artwork, message boards, support to  
380 committees/boards, etc. The budget estimate for this position would be \$110,000 for salary and  
381 benefits. Mr. Leetham said the Water Enterprise, Road Projects, and General Funds would  
382 support this position.

383

384 **At 7:48 p.m. Mayor Arave opened the public hearing for any comments on the**  
385 **Communications Specialist position. There were no comments and at 7:49 p.m. Council**  
386 **Member Gordon moved to close the public hearing. Council Member Baskin seconded the**  
387 **motion. The motion was approved by Council Members Baskin, Gordon, Horrocks,**  
388 **Mumford and Porter.**

389  
390 Council Member Gordon commented that funding this position was a good use of City resources  
391 as it would allow for better communication with residents.

392  
393 Council Member Porter was in agreement. He said that the City could do a better job with  
394 transparency on where funds were being spent. He said while staff had done a great job that they  
395 had other obligations as well.

396  
397 Council Member Horrocks had no objections.

398  
399 Council Member Mumford commented that a full-time employee should not be added outside of  
400 a budget review. He said while he liked the idea and the level of service it would provide to  
401 residents, that he would like more time for review.

402  
403 Mayor Arave asked about staff additions in the last three years. Ken Leetham replied that he did  
404 not think a fulltime administration position had been added in the last three years.

405  
406 Janice Larsen commented that there had been some movement within the staff including full-  
407 time positions that became part-time positions, etc.

408  
409 Ken Leetham said that staff would provide a report on staff additions within the last three years  
410 as well as more information on the communications position at a future Council meeting.

411  
412 **Council Member Gordon moved that the City Council adopt Resolution 2021-15R: a**  
413 **resolution adopting the final budget for the fiscal year 2021-2022 General Fund,**  
414 **Redevelopment Agency, Special Revenue Fund, Debt Service Fund, Capital Projects Fund,**  
415 **Enterprise Funds and Internal Service Fund budgets. Council Member Mumford seconded**  
416 **the motion. The motion was approved by Council Members Baskin, Gordon, Horrocks,**  
417 **Mumford and Porter.**

418  
419 5. CONSIDERATION OF RESOLUTION 2021-17R: A RESOLUTION SETTING THE  
420 CERTIFIED TAX RATE FOR THE FISCAL YEAR 2021-2022 BUDGET

421  
422 Ken Leetham reported that the City was required by law to adopt a certified tax rate every year  
423 as a part of the budget setting process. The resolution would also clarify that the City was not  
424 raising the property tax rate. The City would be preemptively adopting the Davis County  
425 property tax rate, which would apply to the property tax portion without an increase to residents.

426 Mr. Leetham said this did not mean there would not be an increase in revenue because the City  
427 would experience new growth but was not intended to create new revenue.

428  
429 Council Member Baskin asked if the City was asked to approve the resolution for the certified  
430 tax rate once it was received from the County. Ken Leetham replied that the resolution stated that  
431 the City was approving the proposed tax rate in an amount not to exceed the rate to be  
432 determined by the Davis County treasurer to be adopted for the 2021-2022 fiscal year. He said  
433 whatever rate the County treasurer provided, the City would be approving with this resolution.

434  
435 Council Member Baskin questioned why the County did not provide the rate first before the City  
436 approved the resolution and the rate. Ken Leetham responded that the County had not yet  
437 provided the rate.

438  
439 Janice Larsen commented that this was not unusual. She said it would not exceed what the  
440 County provided.

441  
442 Council Members Gordon and Baskin asked if the rate could be provided by the County before  
443 the June deadline. Ken Leetham replied that staff could request the rate from the County now but  
444 it was standard for the rate not to be provided to cities prior to the deadline.

445  
446 Council Member Mumford commented that he had reviewed the certified tax rate for different  
447 cities and where the City was compared to other cities. He said Clearfield had a fixed rate, which  
448 he felt was unusual. He suggested that a chart showing the certified tax rate from the past 20  
449 years compared to other cities in Davis County would be helpful.

450  
451 Ken Leetham explained that in theory if the City did not hold a truth in taxation hearing or raise  
452 revenue that property owners should pay approximately what they paid last year.

453  
454 Mayor Arave clarified that this action was mechanical and the decision being made was whether  
455 to raise taxes. If the City did want to raise taxes, the rate would be higher than what the County  
456 recommended and would require a truth in taxation hearing.

457  
458 Council Member Baskin felt that the rate should be in the resolution.

459  
460 Ken Leetham said the actual mill levy would change but the intent of the levy was that the  
461 homeowner would pay the same amount of tax that was paid the previous year.

462  
463 Council Member Baskin said that until she knew the tax rate she would abstain from voting.

464  
465 Council Member Gordon suggested that as there was one more meeting before the deadline that  
466 the Council could wait to vote on this item at the June 15<sup>th</sup> meeting.

467

468 **Council Member Horrocks moved to table Resolution 2021-17R: a resolution of the**  
469 **governing body of the City of North Salt Lake setting the certified property tax rate for all**  
470 **property located within the City boundaries for fiscal year 2021-2022 and authorized the**  
471 **City Manager to put the County on notice that the City was waiting on the rate. Council**  
472 **Member Mumford seconded the motion. The motion was approved by Council Members**  
473 **Baskin, Gordon, Horrocks, Mumford and Porter.**

474

475 6. APPROVAL OF CITY COUNCIL MINUTES

476

477 The City Council minutes of May 18, 2021 were reviewed and amended.

478

479 **Council Member Baskin moved to approve the City Council minutes from May 18, 2021 as**  
480 **amended. Council Member Mumford seconded the motion. The motion was approved by**  
481 **Council Members Baskin, Gordon, Horrocks, Mumford and Porter.**

482

483 7. ACTION ITEMS

484

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

486

487 Mayor Arave commented on current action item number four related to Uniting Neighbors and  
488 Emergency Preparedness and the status of this. Ken Leetham replied that staff was preparing by-  
489 laws and structure for that board.

490

491 8. COUNCIL REPORTS

492

493 Council Member Gordon said the Youth City Council (YCC) was great and she was thrilled with  
494 the new members. She spoke about a citizen complaint regarding the trail leading to Tunnel  
495 Springs Park and that it was difficult to bike on because of large cracks.

496

497 Council Member Mumford said he was excited about the public works building expansion. He  
498 spoke on pockets of land and future uses including the maintenance plan for a water pump area  
499 near R&R BBQ, near the water tank, and the ten acres adjacent to Tunnel Springs.

500

501 Council Member Mumford reported on the Parks and Arts Board meeting and the new trail  
502 dedication on June 12<sup>th</sup> as part of the Summer Trail Series. He then spoke on future events  
503 including Liberty Fest in July and NSL Reads in September.

504

505 Council Member Porter reported that he hiked the new trail and said there were a few items to be  
506 completed including directional signs and signage for parking.

507

508 There was a discussion about parking issues in the area where the new trail ends at Eaglewood  
509 Village. It was pointed out that the development agreement includes wording that several parking  
510 spaces are to be designated as public parking.

511  
512 Council Member Horrocks asked about construction at Tunnel Springs Park. Paul Ottoson  
513 replied that it was related to the landslide and removing the dirt from the construction of the  
514 buttress.

515  
516 Council Member Horrocks spoke on a phone call from Ray Reed, which resulted in a discussion  
517 about the removal of underground infrastructure related to outdated technology. It was suggested  
518 that in future agreements the City require that obsolete equipment be removed before new  
519 equipment is installed.

520  
521 Council Member Horrocks then talked about the drought and water restrictions in Salt Lake and  
522 said he heard about a moratorium on new construction in Oakley. Ken Leetham replied that  
523 Weber Basin would be reducing contracted secondary water by 20%. He said this would  
524 significantly affect the Foxboro area with no secondary water after October 1<sup>st</sup>. Mr. Leetham said  
525 this information was in a recent City newsletter but a direct mailing may be appropriate.

526  
527 Paul Ottoson commented that the concern was that Foxboro used 800 acre-feet last year which  
528 included the Frida Well.

529  
530 Council Member Mumford said residents in Foxboro were allowed a certain number of units per  
531 month and asked if with the 20% reduction if the base charge should be reduced as well. He  
532 asked staff to review whether the base charge should be revised.

533  
534 Council Member Gordon asked that water restrictions be placed on all residents and not just  
535 those in certain areas.

536  
537 Mayor Arave asked how often meters were read and if it could be done more often. He asked if  
538 phone calls should be made to high water users. David Frandsen stated that meters were read  
539 monthly, with pump house meters being read daily.

540  
541 9. MAYOR'S REPORT

542  
543 Mayor Arave spoke on the South Davis Rec District and the earlier presentation. He said these  
544 amenities would affect property values as it was an investment in the community. He said there  
545 were bigger tournaments that could be held in the area, which would be an economic draw.  
546 Mayor Arave asked for recommendations on individuals who may be interested in being  
547 involved in an exploratory committee.

548  
549 10. CITY ATTORNEY'S REPORT

550

551 Mark Bell had nothing to report.

552

553 11. CITY MANAGER'S REPORT

554

555 Ken Leetham reported on the Eaglewood Loop and waterline reconstruction project. The  
556 delivery date for the pipe would be in July so the project would commence after Liberty Fest.  
557 There would be a virtual open house meeting to share the schedule with the public.

558

559 Ken Leetham said staff met with the new director of UDOT, Rob White, who expressed support  
560 for the 1100 North bridge project. They would assign a project manager out of the Region 1  
561 office to assist on the project.

562

563 Ken Leetham showed a map for surface treatment areas in the City. The highlighted roads would  
564 receive rock chip and a bonded matrix overlay treatments. He said there would be a Sunday  
565 closure of these roads in the Orchard Drive area and the City would notify residents of alternate  
566 emergency exits.

567

568 Ken Leetham reported that City Hall was open today from 7 a.m. to 5:30 p.m. after being shut  
569 down during the COVID-19 pandemic. He said staff would continue to prepare a safety plan for  
570 the building.

571

572 Council Member Mumford asked how utilized the building was today. Ken Leetham replied that  
573 there were some people in the building. He said the courts were still not open.

574

575 12. ADJOURN

576

577 Mayor Arave adjourned the meeting at 8:48 p.m.

578

579 *The foregoing was approved by the City Council of the City of North Salt Lake on Tuesday June*  
580 *15, 2021 by unanimous vote of all members present.*

581

582

583

584 

---

*Linda Horrocks, City Recorder*

### Action Items for June 15, 2021

Item	Staff	Description
<u>New</u>		
1	Sherrie	Mayor Arave asked that staff check to see if there was an ordinance related to truck access/restrictions in the Village Station development. If not then staff to look at formal restrictions that would be enforceable
2	Janice, David	Staff to share a synopsis related to the maintenance costs and use of City parks for the public to view.
3	Ken, Janice	Staff to provide a report on staff additions within the last three years as well as more information on the Communications Specialist position.
4	Janice	CM Mumford suggested that a chart showing the City's certified tax rate (mill levy?) from the last 20 years compared to other cities in Davis County and an explanation on how property taxes work would be helpful for residents.
5	David	Repair work to the trail leading to Tunnel Springs Park (off Eaglepointe) as well as the Bountiful Shoreline Trail. (a resident had contacted Natalie about it)
6	Paul	Review of maintenance and future plans for areas of land including the water pump area near R&R BBQ, near the water tank, and the ten acres adjacent to Tunnel Springs.
7	All	Request for suggestions on a local author for the NSL Reads event in September
8	Ken, Janice, Paul	Council Member Mumford said residents in Foxboro were allowed a certain number of units per month for secondary water and asked if with the 20% reduction if the base charge should be reduced as well. Staff to review whether the base charge should be revised. Tactics for water conservation to include reading water meters more often, direct mailing asking all residents to conserve, making phone calls to high water users.
9		Advertise for those interested in serving on an exploratory committee for the Rec Center expansion. (Ken work with Tif Miller)
<u>Current</u>		
1	Paul	Staff to review whether power lines could be buried along Redwood Road.
2	Paul	Staff to research solutions for maintaining the commuter trail along the frontage road to Salt Lake.
3	Craig	Chief Black to determine how to coordinate emergency reporting and resources between Bountiful and the City in relation to LDS stakes/wards. <i>Chief Black has reached out and is waiting for information.</i>
4	Janice Ken	Staff and City Council to determine funds available for a 75th anniversary winter celebration.
5	Ken	Staff to look at current agreements related to the commercial use of the tennis courts and signage or other measures to limit monopolizing the courts.
6	Ken	Mayor Arave spoke on Uniting Neighbors, emergency preparedness, Communities Who Care, and health. He suggested appointing residents to a board that would encompass these aspects (as well as poverty, mental and physical health, financial needs). <i>Working on a plan for a wellness and health committee to present to the City Council.</i>
7	David, Paul	Check on need for re-treatment of concrete reservoir exterior at Deer Hollow Park. Also, check for cracking. <i>Staff is reviewing.</i>

8	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>
9	Paul	In conjunction with the re-routing of storm water near the 14 <sup>th</sup> 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. Paul met with contractor – going to get a design. (will need a budget adjustment)</i>
10	David, Linda	Reschedule service projects -- including Purge the Spurge at Wild Rose Trail (with YCC and residents help). <i>Staff will evaluate projects depending on COVID-19 restrictions.</i>
11	Ken, 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>
12	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.
13	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>

**RESOLUTION NO. 2021-18R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE ADOPTING AN AMENDMENT TO ADJUST THE FISCAL YEAR 2020~2021 GENERAL FUND, REDEVELOPMENT AGENCY FUND, HOUSING FUND, LOCAL BUILDING AUTHORITY, CAPITAL FUND, PARK CAPITAL FUND, ROAD CAPITAL FUND, WATER FUND, STORM WATER FUND, SOLID WASTE FUND, AND GOLF FUND BUDGETS**

**WHEREAS**, the City of North Salt Lake has considered the adoption of an amendment to increase the 2020~2021 budgets for General Fund, Redevelopment Agency Fund, Housing Fund, Local Building Authority, Capital Fund, Park Capital Fund, Road Capital Fund, Water Fund, Storm Water Fund, Solid Waste Fund, and Golf Fund and finds that it is in the best interest of the citizens and the City as a whole to adopt the aforesaid budget; and

**WHEREAS**, a public hearing was properly noticed and held on Tuesday June 15, 2021 for public comment concerning the adoption of said budgets; and

**WHEREAS**, such action is authorized by statute.

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

A change in the General Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Increase revenues in the amount of (\$180,000)  
Increase expenditures and transfers-out in the amount of \$1,092,200  
Net change in use of fund balance in the amount of (\$912,200)

A change in the Redevelopment Agency Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Increase revenues in the amount of (\$153,000)  
Increase transfers-out in the amount of \$12,000  
Increase contribution to fund balance in the amount of \$141,000

A change in the Housing Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Increase transfers-in in the amount of (\$12,000)  
Increase contribution to fund balance in the amount of \$12,000

A change in the Local Building Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Increase transfers-in in the amount of (\$30,000)  
Increase contribution to fund balance in the amount of \$30,000

A change in the Capital Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Decrease contribution to fund balance in the amount of (\$3,500)  
Increase expenditures in the amount of \$3,500

A change in the Park Capital Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Increase revenues/transfers-in in the amount of (\$460,000)  
Increase transfers-out in the amount of \$30,000  
Net increase in contribution to fund balance in the amount of \$430,000

A change in the Road Capital Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Increase revenues/transfers-in in the amount of (\$1,260,000)  
Increase expenditures in the amount of \$19,000  
Net increase in contribution to fund balance in the amount of \$1,241,000

A change in the Water Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Increase use of fund balance in the amount of (\$257,000)  
Increase expenditures in the amount of \$257,000

A change in the Storm Water Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Increase use of fund balance in the amount of (\$25,000)  
Increase expenditures in the amount of \$25,000

A change in the Solid Waste Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Net increase in use of fund balance in the amount of (\$100,000)  
Increase expenditures in the amount of \$100,000

A change in the Golf Fund budget is hereby adopted for the 2020~2021 fiscal year in the following amounts:

Increase revenues in the amount of (\$489,400)  
Increase expenditures in the amount of \$109,200  
Net change increase in contribution to fund balance in the amount of \$380,200

Immediately after its adoption, this resolution shall be signed by the appropriate officers of the City of North Salt Lake, shall be recorded in the official records of the City of North Salt Lake and shall take immediate effect.

**APPROVED AND ADOPTED** by the City Council of North Salt Lake this 15th day of June, 2021.

CITY OF NORTH SALT LAKE

By:

\_\_\_\_\_  
Len Arave, Mayor

Attest:

By:

\_\_\_\_\_  
Linda Horrocks, City Recorder

City Council Vote as Recorded

Council Member Baskin \_\_\_\_\_  
Council Member Gordon \_\_\_\_\_  
Council Member Horrocks \_\_\_\_\_  
Council Member Mumford \_\_\_\_\_  
Council Member Porter \_\_\_\_\_

FISCAL YEAR 2020-2021 BUDGET ADJUSTMENT - JUNE 15, 2021

FUND	ACCOUNT TITLE	CURRENT	BUDGET	TOTAL	NOTES
		BUDGET	ADJUSTMENT	BUDGET	
GENERAL FUND					
	CAPITAL GRANTS - FEDERAL	\$ (1,784,100)	\$ (180,000)	\$ (1,964,100)	INCREASE FEDERAL GRANT- FEMA WIND EVENT
	WAGE REGULAR EMPLOYEES	28,000	41,300	69,300	INCREASE WAGE WIND EVENT
	EMPLOYEE BENEFITS	-	27,000	27,000	INCREASE BENEFIT WIND EVENT
	OPERATING SUPPLIES	-	37,900	37,900	INCREASE EQUIPMENT USE WIND EVENT
	GENERAL & CONTRACTED SERVICES	12,000	7,000	19,000	PW BUILDING FLOOR FINISH
	NATURAL GAS	5,200	1,500	6,700	PW BUILDING
	MACHINERY AND EQUIPMENT	10,000	21,000	31,000	PW BUILDING GARAGE DOOR REPLACEMENT
	REPAIR AND MAINTENANCE	35,000	10,000	45,000	HUNT ELECTRIC STREET LIGHT REPAIR
	TRANSFERS TO ROAD CAPITAL	1,798,500	946,500	2,745,000	TRANSFER TO \$900,000 UNRESTRICTED FUNDS FOR FY 2022
	FUND BALANCE - CONTRIBUTION TO	23,200	(23,200)	-	REDUCE CONTRIBUTION TO FUND BALANCE
	FUND BALANCE - USE OF	-	(889,000)	(889,000)	INCREASE USE OF FUND BALANCE
REDEVELOPMENT AGENCY					
	RDA INCREMENT - REDWOOD	(800,000)	(153,000)	(953,000)	REDWOOD ROAD TAX INCREMENT HIGHER THAN BUDGET
	TRANSFER TO HOUSING FUND	120,000	12,000	132,000	INCREASE IN REVENUE RESULTS IN INCREASE IN RESTRICTED HOUSING FUNDS
	FUND BALANCE - CONTRIBUTION TO	(28,400)	141,000	112,600	INCREASE USE OF FUND BALANCE
HOUSING FUND					
	TRANSFERS FROM RDA	(120,000)	(12,000)	(132,000)	TRANSFER FROM RDA
	FUND BALANCE - CONTRIBUTION TO	99,500	12,000	111,500	INCREASE CONTRIBUTION TO FUND BALANCE
LOCAL BUILDING AUTHORITY					
	TRANSFERS FROM PARK CAPITAL	(100,000)	(30,000)	(130,000)	TRANSFER FROM PARK CAPITAL FOR DEBT PAYMENT
	FUND BALANCE - CONTRIBUTION TO	4,200	30,000	34,200	INCREASE CONTRIBUTION TO FUND BALANCE
CAPITAL FUND					
	LANDSLIDE- MITIGATION AND PROF	-	3,500	3,500	LEGAL FEE AND ADJACENT PROPERTY REPAIR
	FUND BALANCE - CONTRIBUTION TO	1,014,448	(3,500)	1,010,948	REDUCE CONTRIBUTION TO FUND BALANCE
PARK CAPITAL FUND					
	IMPACT PARK	(261,000)	(460,000)	(721,000)	INCREASE PARK IMPACT FEE REVENUE
	TRANSFERS TO LBA	100,000	30,000	130,000	TRANSFER IMPACT FEE CASH TO LOCAL BUILDING AUTHORITY FOR DEBT PAYMENT
	FUND BALANCE - USE OF	(216,700)	216,700	-	REDUCE USE OF FUND BALANCE
	FUND BALANCE - CONTRIBUTION TO	-	213,300	213,300	INCREASE CONTRIBUTION TO FUND BALANCE
ROADS CAPITAL FUND					
	TRANSFERS FROM GENERAL FUND	(800,000)	(900,000)	(1,700,000)	TRANSFER FROM THE GENERAL FUND FOR FY 2022 PROJECTS
	IMPACT ROAD	(217,000)	(360,000)	(577,000)	INCREASE ROAD IMPACT FEE REVENUE
	ANNUAL SEAL COAT C ROAD	420,000	19,000	439,000	INCREASE FOR CURRENT YEAR ROAD CRACK SEAL PROJECT
	FUND BALANCE - USE OF	(226,326)	226,326	-	REDUCE USE OF FUND BALANCE
	FUND BALANCE - CONTRIBUTION TO	-	1,014,674	1,014,674	INCREASE CONTRIBUTION TO FUND BALANCE
WATER FUND					
	COST OF SALES	673,800	153,000	826,800	INCREASE THE COST OF WATER PURCHASED
	WATER DAMAGE - ROAD REPAIR	15,000	56,000	71,000	INCREASE IN REPAIR WORK TO ROADS DUE TO WATER DAMAGE
	NSL CITY CENTER PHASE @WATERLINE EXT	-	48,000	48,000	NEW PROJECT AT CITY CENTER
	FUND BALANCE - USE OF	(2,683,513)	(257,000)	(2,940,513)	INCREASE USE OF FUND BALANCE
STORM WATER FUND					
	NEW WASH BAY PUBLIC WORKS	309,500	25,000	334,500	PROJECT CONSTRUCTION INCREASE
	FUND BALANCE - USE OF	(1,050,100)	(25,000)	(1,075,100)	INCREASE USE OF FUND BALANCE
SOLID WASTE FUND					
	GENERAL & CONTRACTED SERVICES	805,200	100,000	905,200	INCREASE FOR CONTRACT SERVICES ACE DISPOSAL
	FUND BALANCE - USE OF	-	(89,300)	(89,300)	INCREASE USE OF FUND BALANCE
	FUND BALANCE - CONTRIBUTION TO	10,700	(10,700)	-	REDUCE CONTRIBUTION TO FUND BALANCE
GOLF FUND					
	INSURANCE RECOVERY	-	(47,100)	(47,100)	INCREASE REVENUE - INSURANCE REIMBURSEMENT FROM STORM DAMAGE
	FEES GREEN	(549,100)	(280,000)	(829,100)	INCREASE REVENUE FROM GREEN FEES
	FEES DRIVING RANGE	(55,000)	(34,000)	(89,000)	INCREASE REVENUE FROM DRIVING RANGE
	CORPORATE MEMBERSHIP FEE	(30,000)	27,000	(3,000)	REDUCE REVENUE FROM CORPORATE SALES
	PRO SHOP SALES	(155,000)	(10,000)	(165,000)	INCREASE REVENUE FROM PRO SHOP
	RENTS AND LEASES CARTS	(244,200)	(145,300)	(389,500)	INCREASE REVENUE FROM CART AND CLUB RENTAL
	WAGE REGULAR EMPLOYEES	241,275	15,000	256,275	INCREASE WAGE
	EMPLOYEE ALLOWANCES	7,200	6,000	13,200	INCREASE ALLOWANCE
	BANK CHARGES	22,000	22,000	44,000	INCREASE BANK FEES RESULTING FROM INCREASED REVENUES
	MACHINERY AND EQUIPMENT	-	17,200	17,200	AC REPAIR AND SOUND SYSTEM
	REPAIR AND MAINTENANCE	-	5,000	5,000	INCREASE ROOF REPAIR
	FLEET FUEL CHARGES	7,000	4,000	11,000	INCREASE FUEL CHARGES
	FLEET REPAIR & MAINTENANCE	2,000	3,000	5,000	INCREASE CART REPAIRS
	OPERATING SUPPLIES	75,000	10,000	85,000	INCREASE PUMP REPAIR
	BUILDINGS	-	10,500	10,500	INCREASE FOR DESIGN/ARCHITECTURE
	CONSTRUCTION	-	16,500	16,500	CONTRACTOR CONCRETE REPAIR
	FUND BALANCE - USE OF	(243,200)	243,200	-	REDUCE USE OF FUND BALANCE
	FUND BALANCE - CONTRIBUTION TO	-	137,000	137,000	INCREASE CONTRIBUTION TO FUND BALANCE



# CITY OF NORTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

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

## MEMORANDUM

**TO:** Honorable Mayor and City Council  
**FROM:** Sherrie Pace, Community Development Director  
**DATE:** July 6, 2021  
**SUBJECT:** Consideration of ORD2021-06: amending Title 4 Chapter 3 Garbage and Refuse, as related to recycling services

---

### **RECOMMENDATION**

City staff recommend approval to the Ordinance to Title 4 Chapter 3 Garbage and Refuse, as related to recycling services.

### **BACKGROUND**

The City has been approached by Momentum Recycling to provide curbside recycling to residential and commercial properties in North Salt Lake. Code amendments are required to allow the City to enter into a contract for the glass recycling services. Currently residents cannot recycle glass with their other recycled materials and must either dispose of them with the trash or recycle by some other means.

### **REVIEW**

The current code regarding solid waste collection only allows collection by authorized agent to the Wasatch Integrated Waste Facility and does not allow for collection of refuse/recycling by a third party to a separate recycling facility. The proposed amendments are summarized as follows:

1. Defines the term Recyclable;
2. Adds a new section 4-3-3 which essentially describes the current City role in the collection of recycled materials curbside;
3. Adds a new section 4-3-4 which provides for the collection of Specialty Recycling materials, such as glass which is considered not processible by Wasatch Integrated Waste, allows for collection of residential and commercial recycling in the same vehicle and outlines terms for agreements with specialty recyclers;
4. Adds a new section 4-3-5 which states that once collected the recyclables and other refuse are collected, the owner relinquishes title to the materials; and
5. Provides a provision in 4-3-9, which states that recyclable materials, which are not processible by Wasatch Integrated Waste, may be disposed of at an alternate facility.

## **POSSIBLE MOTION**

I move that the City Council approve **ORD2021-06** amending Title 4, Chapter 3, pertaining to noise regulations related to recycling services as proposed with the following findings:

1. The proposed amendment is in accord with the comprehensive general plan, goals and policies of the city.
2. Changed or changing conditions make the proposed amendment reasonably necessary to carry out the "purposes" stated in this title.

### Attachments

- 1) Proposed Amendment
- 2) ORD2021-06

**CHAPTER 3  
GARBAGE AND REFUSE**

**SECTION:**

**4-3-1: Definitions**

**4-3-2: Collection**

**4-3-3: Recyclable Pick Up Services**

**4-3-4: Specialty Recycling**

**4-3-5: Title to Garbage and Recyclables**

**4-3-36: Service Charges**

**4-3-47: Time And Place Of Pick Up**

**4-3-58: Regulations And Requirements**

**4-3-69: Delivery Of Processible Waste To Solid Waste Management Facility**

**4-3-1: DEFINITIONS:**

The following words and phrases used in this chapter shall have the following meanings, unless a different meaning clearly appears from the context:

**COMMERCIAL GARBAGE:** Garbage produced in commercial establishments, public or quasi-public institutions or establishments, including restaurants, hotels, motels and similar establishments.

**CONTAINER OR REGULATION CONTAINER:** A type of garbage or trash container of galvanized metal or other approved material and having a tightfitting lid or properly and sufficiently treated weather resistant bag manufactured specifically for use in garbage and refuse collection.

**GARBAGE:** Waste from the preparation, handling, storing, cooking or consumption of food and food products.

**RECYCLABLES:** Used or waste materials fit to undergo reuse or renewal.

**REFUSE:** All waste matter, except garbage, attending or resulting from the occupancy of residences, apartments, hotels or other places of dwelling and from the operation of a business. "Refuse" shall not be deemed to include industrial waste or waste matter resulting from the construction, demolition or repair of a building or other structure.

**RESIDENTIAL GARBAGE:** Garbage produced in places of private residences.

**YARD WASTE:** Lawn cuttings, clippings from bushes and shrubs, leaves and trees and tree branches. (Ord. 2018-08, 9-4-2018)

**4-3-2: COLLECTION:**

A. The City, or its agent, shall collect, remove and dispose of all residential garbage, the removal of which is not otherwise provided for by the establishment or institution hereunder provided. All garbage and refuse shall be collected, removed and disposed of with such frequency and in such manner as the City Council may from time to time establish by regulation.

B. Commercial and residential garbage shall not be mixed in the same vehicle and transported to point of disposal. Commercial garbage disposal shall not be a normal function of the City.

C. Except as otherwise expressly permitted by this chapter, no garbage or refuse shall be moved or hauled away or transported upon the streets or public ways of the City, except by the City or its agent, and except by authorized persons hauling commercial garbage or refuse as hereinafter provided. It is hereby declared to be unlawful for any person, except as permitted in this chapter, to haul or remove garbage or refuse in the City.

D. Commercial establishments, public or quasi-public, institutions and establishments creating commercial garbage, may remove commercial garbage themselves or may employ the services of authorized contractors to remove commercial garbage. Authorized garbage haulers must apply for and receive permission to do so from the City Manager. Haulage of refuse must be done in the manner, at such times and in such vehicles as may be approved for such purposes as the City Council may from time to time by regulation provide.

E. Nothing in this section shall be construed as eliminating the charge made for garbage service. (Ord. 2018-08, 9-4-2018)

#### **4-3-3: RECYCLABLE PICK UP SERVICES:**

A. Remove Recyclables: The city shall provide recyclable collection services to all residential persons owning and/or occupying any property in the city upon request.

B. Collection Containers: The city shall provide the owner and/or occupant of each residence, upon request, with an approved residential/municipal recycling container. The cost for use of said container will be borne by the owner and/or occupant to be included as a part of the city's monthly utility billing. Only recyclables placed in said container will be collected. Additional containers may be obtained at the user's expense.

C. Acceptable Recyclables:

1. A list of acceptable recyclables will be provided to the owner and/or occupant of each residence. The list will be provided yearly or when there are any changes or additions to the items that can be recycled.

2. If recyclables are determined to be unacceptable due to insufficient preparation of materials, a sticker or other form of notification explaining the proper method of preparation of recyclables shall be left at the residence.

3. It shall be unlawful to accumulate and/or place in an approved residential/municipal recycling container anything other than acceptable recyclables.

D. Time And Place Of Pick Up:

1. Collection services shall be bi-weekly and on the same day as garbage collection. Service may be delayed one day on certain holidays.

2. Approved residential/municipal recycling containers shall be made available for collection services no earlier than the evening prior to the day of collection and shall be

removed within twenty four (24) hours after collection. See also subsection 4-2-3C5 of this title.

3. Approved residential/municipal recycling containers shall be placed within two feet (2') of the blacktop or in the gutter, if curb and gutter is present, and at a location that is readily accessible to the automated collection vehicle. (Ord. 1-17-2012B, 1-17-2012)

**4-3-4: SPECIALTY RECYCLING:** The City may enter into a contract with a private service provider for the collection of specific recyclable materials. The terms of the contract shall establish at minimum the following:

A. The contracted provider shall act as the City's agent in collection of the specific recyclable;

B. The provider shall be responsible for all administration of customer subscriptions, billing, and customer service, where applicable;

C. The provider shall be responsible for the provision and replacement of separate collection containers and minimum size specification;

D. The provider shall be responsible for clean up or tipped collection containers when providing service to subscribers;

E. The provider shall supply the City with yearly report on the total number of subscribers and collection weight;

F. Where feasible and practical the collection of specific recyclables shall be made on the same week day as garbage collection; and

G. The provider shall provide can to curb assistance for a Subscriber who receives similar assistance with City garbage collection services; and

H. May provide for the collection of both residential and commercial properties within the same transport vehicle for final point of disposal.

**4-3-5: TITLE TO GARBAGE AND RECYCLABLES:**

The owner and/or occupant shall relinquish title to all garbage and/or recyclables following collection services.

**4-3-36: SERVICE CHARGES:**

A. Required: All residents within the City shall pay monthly garbage service charges in such amounts as specified in the comprehensive fee schedule resolution.

B. Vacancies: If a dwelling unit or a place of business has remained vacant for an entire month, the owner or possessor of the site may make arrangements with the City Recorder for no garbage collection charges during the continued vacancy of the premises.

C. Method Of Payment Of Service Charges:

1. The garbage service charges imposed by this section shall be added to the charge made for water furnished through the water system of the City, and shall be billed and collected in the same manner as water service charges are billed and collected.

2. In the event that the obligee for the water service charges and the obligee for the garbage service charges do not coincide, or in the event that practical economic and administrative reasons do not make combined billing and collection feasible, in the opinion of the City Council, the garbage service charges may be collected with such frequency and in such manner as the City Council shall by regulation provide. (Ord. 2018-08, 9-4-2018)

#### **4-3-47: TIME AND PLACE OF PICK UP:**

A. Placement: All garbage and refuse subject to garbage collection by the City shall be placed at a pick up point at or near the premises designated from time to time by regulation adopted by the City Council and at such time or times as shall be designated by regulations of the City Council.

B. Day Of Collection: Until otherwise provided by regulation, garbage and refuse must not be set out upon the street for collection prior to the evening of the day before collection and must be set out on the day of collection before the hour of collection designated by regulation of the City Council.

C. Removal Of Empty Receptacles: All empty receptacles must be removed from the street as soon as practicable after being emptied, and in every case, must be removed from the street the same day they are emptied. Receptacles shall not be permitted to remain on the street longer than may be necessary for the removal of the contents. (Ord. 2018-08, 9-4-2018)

#### **4-3-58: REGULATIONS AND REQUIREMENTS:**

A. Accumulation Prohibited: It shall be unlawful for any person to accumulate garbage or refuse, or cause garbage or refuse to be deposited upon any street or alley, or upon any premises in the City, without express permission from the City. The City may permit the feeding or processing of garbage or refuse upon premises properly equipped and maintained so as to prevent the creation of a nuisance or a hazard to health, or permit the depositing of ashes and other dry material for filling purposes at such places as the City may designate and under such restrictions as the City Council may by regulation impose. Additionally, the City may grant to any person permission for sorting, baling and marketing trade waste upon premises properly equipped and maintained for property zoned for that use.

B. Containers: Approved garbage containers consist of ninety (90) to one hundred five (105) gallon containers designed specifically for automated collection, equipped with wheels for easy movement by City users. All containers have permanently attached, tightfitting lids.

C. Closing Of Garbage Containers Required: All garbage and market waste must be placed in approved containers and the container shall be closed in such a manner as to prevent offensive odors or flies.

D. Disposal Of Yard Waste:

1. Yard waste may be disposed of by residents and business establishments in vehicles provided by them subject to regulation by the City Council as to the places of disposal and as to the type of vehicle used to avoid spillage upon public ways of the City, hazards to safety and the prevention of nuisances.

2. The City Council from time to time may provide for the collection and disposal of such types of yard waste as it may decide to collect and haul in connection with its regular garbage, waste collection and disposal service. In the event yard waste disposal service should require a charge to be made by the City, the determination of the charge will be made by negotiation with the residents or business enterprises and the residents or business enterprises will be given an opportunity to choose from among services offered by persons other than the City.

E. Burning Prohibited: It shall be unlawful for any person to burn garbage, market waste, manure or other refuse or rubbish in the open air or in any furnace or stove within the City.

F. Dumping Prohibited: It shall be unlawful for any person to place, deposit or dump garbage, ashes, market waste, paper boxes, cartons, trade waste, construction waste (such as lumber, building materials, rocks, concrete, asphalt, and dirt), manure or night soil, or any other refuse, upon any lot within the City, whether such lot is occupied or vacant and whether such person so placing, depositing or dumping such refuse is the owner, tenant, occupant or lessor thereof, or has the same under his jurisdiction and control.

G. Limitations Upon Dumping: Dumping waste and garbage shall be permitted only in such places as are designated by the City Council. Dumping shall be subject to such rules and regulations as may be formulated by the City Council.

H. Hauling Upon Public Streets: It shall be unlawful for any person to haul, convey or transport through or upon any public streets any garbage, ashes, market wastes, trade wastes, manure, night soil, loose paper, scrap lumber, excelsior, trees, tree limbs, bush clippings, lawn clippings, house refuse, yard refuse, liquid wastes, or any other materials, in open trucks, open trailers, or other conveyances unless completely covered with a heavy tarp, canvas, plastic, cloth, or other material sufficient to secure the load and prevent the same, or any part thereof, from overhanging the sides, or falling from the vehicle or conveyance upon which it is being transported. Each vehicle must be covered with a heavy tarp, canvas, plastic, cloth or other acceptable material at all times when the vehicle is being used for the collection of, or carrying, transporting or hauling manure, dead animals, refuse and other materials hereinabove set forth upon the public streets within the City.

I. Regulations Adopted: The City Council may adopt such regulations as in its opinion are necessary to implement this chapter and its objectives. (Ord. 2018-08, 9-4-2018)

#### **4-3-69: DELIVERY OF PROCESSIBLE WASTE TO SOLID WASTE MANAGEMENT FACILITY:**

A. The City has determined that construction of a solid waste management facility (the "facility"), as defined in the Utah Solid Waste Management Act, Utah Code Annotated title 19, chapter 6, is necessary in Davis County to protect, preserve and enhance the environment within the City; and

B. The City has entered into a solid waste disposal services contract with the Wasatch Integrated Waste Management District (the "contract"), pursuant to which contract the City

has agreed to supervise and regulate the collection, transportation and disposition of all processible waste ("processable waste", constituting "solid waste" as defined in the Solid Waste Management Act which is processible by the facility) generated within their respective jurisdictions (including any territory annexed thereto in the future) as authorized by the Solid Waste Management Act; and

C. The City may enter into a separate contract for the disposal of recyclable materials that are not processible by the facility; and

CD. Utah Code Annotated sections 10-8-84 and 10-3-702 provide that the City may pass all ordinances and rules and make all regulations not repugnant to law necessary for carrying into effect or discharging the powers and duties conferred by State law any ordinance necessary and proper to provide for the safety and preserve the health and promote the prosperity of the City and the inhabitants thereof; and

DE. The Utah Solid Waste Management Act provides, among other things, that the governing body of a public entity may:

1. Regulate the collection, transportation and disposition of all solid waste within its jurisdiction;
2. Require that all such solid waste generated within its jurisdiction be delivered to a solid waste management facility;
3. Control the right to collect, transport and dispose of all solid waste generated within its jurisdiction.

EE. Beginning on the date provided in the notice given by the owner of the facility (referred to hereinabove) directly to the City for the commencement of delivery of processible waste to the facility or in the notice given by the district as to the effective date for the commencement of delivery of processible waste to the landfill (as defined in section 2.1 of the contract), all persons (including private collectors of solid waste operating within the jurisdiction of the County) shall deliver all processible waste (as defined hereinabove) generated within the corporate boundaries of the City to the facility or the landfill in accordance with the contract; but, if the facility is operating at capacity or is shut down as provided in the contract, such persons, including private collectors of solid waste operating within the jurisdiction of the City, shall, upon the direction of the owner of the facility, deliver all processible waste to a landfill or landfills. (Ord. 2018-08, 9-4-2018)

**ORDINANCE NO. 2021-06**

**AN ORDINANCE OF THE CITY OF NORTH SALT LAKE  
AMENDING TITLE 4, CHAPTER 3 OF THE CITY CODE RELATED  
TO ADOPTION OF REGULATIONS ASSOCIATED WITH THE  
COLLECTION OF RECYCLABLE MATERIALS**

**WHEREAS**, the City of North Salt Lake is an incorporated city in Davis County Utah; and

**WHEREAS**, the governing body of the City of North Salt Lake finds that it is in the public interest to update the ordinance with regard to specialty recycling and amend Title 4, Chapter 3 of the City Code to allow such specialty recycling by contract.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, AS FOLLOWS:**

**Section 1.** Pursuant to Utah Code 15A-5-101, Title 4, Chapters 3 of the City Code is hereby amended as attached in Exhibit A.

**Section 2. Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

**Section 3. Effective Date.** This Ordinance shall become effective upon publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE, STATE OF UTAH, THIS 15<sup>th</sup> DAY OF JUNE, 2021.**

**CITY OF NORTH SALT LAKE**

By: \_\_\_\_\_  
Len Arave, Mayor

**ATTEST:**

\_\_\_\_\_  
City Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Council Member Baskin	_____
Council Member Gordon	_____
Council Member Horrocks	_____
Council Member Mumford	_____
Council Member Porter	_____

**RESOLUTION NO. 2021-16R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH SALT LAKE APPROVING AGREEMENT NO. 2021-17A, AN AGREEMENT WITH MOMENTUM RECYCLING FOR THE PURPOSE OF ALLOWING GLASS RECYCLING FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS IN THE CITY**

**WHEREAS**, it has been proposed by Momentum Recycling to provide glass recycling services within the City of North Salt Lake; and

**WHEREAS**, in order to allow a private company to provide this service, it is necessary to amend the City’s ordinances and approve a written agreement with Momentum Recycling to allow for said services to be provided in this manner; and

**WHEREAS**, by separate action, the City Council approved an ordinance amending its code to allow such activity and has also found the attached agreement to be consistent with the code changes and the proposal made by Momentum Recycling. The City Council finds further that this service is in the best interests of the citizens of the City by reducing the solid waste stream through recycling of glass materials.

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

Section 1. The attached **Agreement 2021-17A** authorizing Momentum Recycling to provide glass recycling services is hereby approved.

Section 2. Immediately after its adoption, this resolution shall be signed by the appropriate officers of the City of North Salt Lake, shall be recorded in the official records of the City of North Salt Lake and shall take immediate effect.

**APPROVED AND ADOPTED** by the City Council of North Salt Lake this 15th day of June, 2021.

CITY OF NORTH SALT LAKE

By:

\_\_\_\_\_  
Len Arave, Mayor

Attest:

By:

\_\_\_\_\_  
Linda Horrocks, City Recorder

City Council Vote as Recorded

Council Member Baskin \_\_\_\_\_  
Council Member Gordon \_\_\_\_\_  
Council Member Horrocks \_\_\_\_\_  
Council Member Mumford \_\_\_\_\_  
Council Member Porter \_\_\_\_\_

# GLASS COLLECTION AND RECYCLING AGREEMENT

BETWEEN

CITY OF NORTH SALT LAKE

AND

MOMENTUM RECYCLING, LLC

THIS GLASS COLLECTION AND RECYCLING AGREEMENT is between the CITY OF NORTH SALT LAKE, a municipal corporation and political subdivision of the State of Utah, herein called the “**City**”, and MOMENTUM RECYCLING, LLC, a limited liability company with offices located at 658 South 4050 West, Salt Lake City, UT 84104, herein called “**Contractor**”. The City and Contractor may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

## RECITALS

1. Contractor wishes to provide curbside glass collection for residents within the City who are eligible for the City’s waste collection services and who subscribe to the glass collection service (“**Subscriber**”); and
2. The City wishes to provide curbside glass collection and recycling for its residents (the “**Service**”); and
3. Contractor is a sole source local curbside glass collection provider with expertise and specialized equipment for glass collection and recycling; and
4. Contractor currently has the only glass recycling facility in the Salt Lake Valley;

THEREFORE, in consideration of the covenants set forth herein, the Parties agree as follows:

## AGREEMENT

### 1. SCOPE OF SERVICES

The scope of services will include, but is not limited to the following:

- a. The City will forward all customer service inquiries to Contractor.
- b. Contractor will:
  - i. Act as the City’s agent in providing collection and recycling services for waste glass to each Subscriber once a month, and in otherwise performing Contractor’s obligations

under this Agreement. The glass collected from Subscribers will be delivered directly to the Momentum Recycling facility located at 658 South 4050 West, Salt Lake City, UT 84104.

- ii. Notify Subscribers as requested and the City once a month of Subscribers' collection day reasonably in advance of such collection day.
- iii. Provide and deliver to Subscribers glass collection containers specific to match with Contractor's equipment. Contractor shall own the glass collection containers.
- iv. Provide service and/or replacement of damaged glass collection containers.
- v. Clean up glass or tipped glass collection containers at Subscriber locations when providing service to Subscribers. When notice is received by either Party of spilled or broken glass at a Subscriber location, Contractor will make reasonable effort to clean up the glass within 24-hours of receiving notice Monday through Friday. If notice is received on Saturday, Contractor will clean up the glass by 5:00 PM MST the following Monday. If Contractor fails to clean up the glass within such time period, the City may do so and Contractor will be pay the City Seventy-Five and No/100 Dollars (\$75.00) for each such occurrence.
- vi. At the request of the City, provide a report on glass collection tonnage collected from Subscribers.
- vii. Provide the City information on routing and collection days.
- viii. Provide customer service support to Subscribers including contact information and response.
- ix. Provide can to curb assistance for a Subscriber who receives similar assistance with City garbage collection services. For purposes of this subsection, "can to curb assistance" means that Contractor will pick up glass recycling containers that are located on Subscriber's property, visible from the public street and accessible over an unobstructed path to the curb. Contractor will not enter any: (A) structure, including without limitation a residence, garage, shed or other accessory structure outbuilding; or (B) fenced or gated area; or (C) other area that is deemed to be unreasonable by the Contractor, employee or agent.

## 2. COMMENCEMENT OF SERVICES

Curbside glass collections under this Agreement shall commence on the Effective Date.

## 3. EFFECTIVE DATE/TERM

This Agreement shall have an Effective Date of **May 1, 2021**, provided that it has been executed by both Parties on or prior to that date. This Agreement shall continue for a term of four years from the Effective Date ("**Initial Term**"). The Agreement will be renewed automatically for up to two additional three-year terms (each a "**Renewal Term**"), unless either Party gives written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as applicable.

#### 4. **FEES AND PAYMENTS**

- a. The City shall have no financial obligation to Contractor under this Agreement.
- b. Contractor is solely responsible to collect all Subscriber fees related to the Service, and will do so without reference to or use of City facilities, personnel, or regulations.

#### 5. **INDEPENDENT CONTRACTOR AND TAXES**

The relationship of Contractor to the City under this Agreement shall be that of an independent contractor. Each Party shall have the entire responsibility to discharge all of the obligations related to the independent contractor relationship under federal, state, and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between the City and Contractor of employer and employee, partners, or joint venturers.

The Parties agree that Contractor's obligations under this Agreement are solely to the City. This Agreement shall not confer any rights to third Parties unless otherwise expressly provided for under this Agreement.

#### 6. **AGENCY**

No agent, employee or servant of Contractor or the City is or shall be deemed to be an employee, agent or servant of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other Party. Contractor and the City shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and the City shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement to be aware that Contractor is an independent contractor.

#### 7. **CITY REPRESENTATIVE**

The City Representative who will assist in the administrative management of this Agreement is the City's Public Works Director or designee. The City will notify Contractor of any change in representative for purposes of this Agreement.

#### 8. **CONTRACTOR REPRESENTATIVE**

Contractor hereby appoints its General Manager as Contractor's representative to work with the City and to coordinate the performance of its obligations under this Agreement. Contractor is authorized to designate another representative at any time by notifying the City of such change.

#### 9. **STANDARD OF PERFORMANCE/PROFESSIONALISM**

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement consistent with: (a) all applicable laws and regulations; (b) the level of professionalism expected in its industry/profession; and (c) the degree of knowledge, skill and

judgment normally exercised by professional firms and individuals with respect to services of a similar nature. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the City. Contractor will cooperate, and will not interfere, with other agents of the City in collecting, removing, or disposing of garbage and other waste within the City.

#### **10. CONTRACTOR INDEMNIFICATION AND INSURANCE**

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, and agents from and against any claim, liability, cause of action, or expense (including reasonable attorney and expert fees) arising out of the performance of, or failure to perform, any of Contractor's obligations under this Agreement, including the Service. Contractor shall provide insurance pursuant to the terms of Exhibit A of this Agreement, which is attached hereto and incorporated herein by this reference. Such insurance will name the City, its elected and appointed officials, employees, and agents as additional insureds. Upon request from time to time, Contractor will provide the City a certificate evidencing the insurance required under this Agreement.

#### **11. GOVERNMENTAL IMMUNITY**

The City is a governmental entity subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 to -904 (the "Act"). The Parties agree that the City shall be liable only 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 the Act or the basis for liability as established in the Act.

#### **12. CITY INSURANCE**

The City represents that it is insured pursuant to the provisions of Utah Law.

#### **13. EARLY TERMINATION**

- a. Termination for Default. The City may terminate this Agreement for an "Event of Default" as defined below, upon written notice from the City to Contractor.
- b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default, as defined below, upon written notice from Contractor to the City.
- c. Event of Default. As used in this Agreement, the term "**Event of Default**" means (a) a Party fails to perform services or any of its material obligations agreed upon herein and such failure continues for a period of 45 (forty-five) days after written notice to such defaulting Party; (b) any material representation or warranty of a Party contained in this Agreement proves to be untrue or incorrect in any material respect when made; or (c) Contractor repeatedly violates cleanup requirements, has repeated customer service problems or fails to continually maintain licensing and insurance.
- d. Force Majeure. Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, fires, floods, unusually severe weather, or any other force majeure event. If such condition continues for a period in excess of 60 days, Contractor or the City shall have the

right to terminate this Agreement without liability or penalty effective upon written notice to the other Party.

e. No Limitation of Rights. The rights and remedies of the Parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The Parties agree that the waiver of any breach of this Agreement by either Party shall in no event constitute a waiver as to any future breach.

f. Removal of Glass Collection Containers upon Termination. Contractor shall remove all glass collection containers within sixty (60) calendar days after termination of this Agreement.

#### **14. COMPLIANCE WITH LAWS**

Each Party agrees to comply with all applicable federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law shall constitute an Event of Default under this Agreement and Contractor shall be liable for and hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the City as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

#### **15. NON-DISCRIMINATION**

Contractor and any agent of Contractor agree that they shall comply with all federal, state and county laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

#### **16. LABOR REGULATIONS AND REQUIREMENTS**

Contractor agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. Contractor shall indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents from and against any and all claims for liability arising out of any violation by Contractor, its agents or employees of this paragraph or the laws referenced.

#### **17. EMPLOYEE STATUS VERIFICATION SYSTEM**

The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Contractor is individually responsible for verifying the employment status of only new employees who work under Contractor's supervision or direction and not those who work for another contractor or subcontractor, except each contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Contractor shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Notwithstanding any provision of this

Agreement to the contrary, Contractor's failure to so comply may result in the immediate termination of this Agreement.

#### **18. CONFIDENTIALITY**

Contractor shall hold all information provided to it by the City for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third Party, any member of Contractor's firm who is not involved in the performance of services under this Agreement, or to any representative of the news media without prior written consent of the City. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. The City shall have the sole obligation or privilege of releasing such information as required by law. City agrees to take all necessary precautions to protect all information or data relating to Contractor's (a) service fees, operations and sale techniques; (b) business partners, service providers, affiliate, and other information related to Contractor's partners; (c) policies, procedures, and business plans; and (d) internal systems owned by Contractor. The Parties agree not to divulge the terms of this Agreement and related documentation, except as required by law.

#### **19. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT**

Notwithstanding the foregoing, Contractor acknowledges that the City is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, the City is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the City's Representative for response by the City.

Generally, any document submitted to the City is considered a "**public record**" under GRAMA. Any person who provides to the City a record that the person believes should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Contractor acknowledges that GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury.

#### **20. ASSIGNMENT**

Contractor shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of the City, which shall not be unreasonably withheld. The City reserves the right to assert any claim or defense it may have against Contractor and against any assignee or successor-in-interest of Contractor.

#### **21. SUBCONTRACTING**

Contractor agrees that it shall not subcontract to provide any of the services under this Agreement or execute performance of its obligations under this Agreement without prior express written consent of the City. Contractor acknowledges that the services provided under this Agreement are strictly optional for residents of the City. Contractor agrees that the use of coercion or undue pressure placed on residents to sign up shall be prohibited.

**22. NOTICES**

All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

CITY: City of North Salt Lake  
Public Works Director  
10 E. Center St  
North Salt Lake, Utah 84054

CONTRACTOR: John Lair, President  
658 South 4050 West  
Salt Lake City, Utah 84104

**23. GOVERNING LAW**

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

**24. COUNTERPARTS**

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

**25. SEVERABILITY**

The City and Contractor agree that, whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**26. ENTIRE AGREEMENT/AMENDMENT**

Except for Contractor's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the Parties with respect to the rendering of services, and contains all of the covenants and agreements between the Parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the Parties.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year recited above.

**CITY OF NORTH SALT LAKE**

By: \_\_\_\_\_  
Mayor Len Arave Date

ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Legal Counsel for the City

**MOMENTUM RECYCLING, LLC**

By: \_\_\_\_\_  
John Lair, President Date

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
:ss  
County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me, John Lair, who being by me duly sworn did say that he is the President of Momentum Glass Recycling, LLC, by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Residing in \_\_\_\_\_ County, Utah

## **EXHIBIT A**

### ***Contractor's Insurance***

- Commercial General Liability Limits:
  - a. Each Occurrence: \$1,000,000.00
  - b. Damage to Rented Premises: \$100,000.00
  - c. Med Exp (any one person): \$10,000.00
  - d. Personal & Adv Injury: \$1,000,000.00
  - e. General Aggregate: \$2,000,000.00
  - f. Products- Comp/CP AGG- \$2,000,000.00
- Automobile Liability Limits:
  - a. Combined Single Limit: \$1,000,000.00
- Umbrella Liability Limits:
  - a. Each Occurrence: \$2,000,000.00

DRAFT



# 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:** June 15, 2021

**SUBJECT:** Resolution No. 2021-17R: A resolution setting the certified tax rate for fiscal year 2021-2022.

---

The attached resolution sets the certified tax rate for the upcoming fiscal year. This item was on the June 1, 2021 City Council agenda. At that time, the Council asked City staff to obtain the certified tax rate, if possible, prior to adopting this resolution. The tax rate was provided to us by Davis County and has been inserted into the attached resolution. The certified tax rate for 2021 is 0.001141.

**RESOLUTION NO. 2021-17R**

**A RESOLUTION OF THE GOVERNING BODY OF THE  
CITY OF NORTH SALT LAKE SETTING THE  
CERTIFIED PROPERTY TAX RATE FOR ALL  
PROPERTY LOCATED WITHIN THE CITY BOUNDARIES  
FOR FISCAL YEAR 2021~2022**

**WHEREAS**, Utah State Law requires the City of North Salt Lake to establish and set forth the property tax rate before June 22 of each year for property located within the boundaries of the City of North Salt Lake; and

**WHEREAS**, it is the intent and desire of the City to comply with all applicable state and local laws regarding the adoption of a property tax rate and the levying of property taxes.

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

That a proposed property tax rate of .001141, determined by Davis County Treasurer, be adopted for the 2021~2022 fiscal year

Passed and adopted by the City Council of the City of North Salt Lake, this 15th day of June, 2021.

CITY OF NORTH SALT LAKE

By:

\_\_\_\_\_  
LEONARD K. ARAVE  
Mayor

Attest:

By:

\_\_\_\_\_  
LINDA D. HORROCKS  
Recorder

City Council Vote as Recorded:

<u>Name</u>	<u>Vote</u>
Council Member Baskin	_____
Council Member Gordon	_____
Council Member Horrocks	_____
Council Member Mumford	_____
Council Member Porter	_____



# CITY OF NORTH SALT LAKE

## Police Department

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

LEONARD K. ARAVE

Mayor

KEN LEETHAM

City Manager



CRAIG BLACK

Chief of Police

**To:** Honorable Mayor and North Salt Lake City Council  
**From:** Craig Black, Chief of Police  
**RE: WATCHGUARD IN-CAR AND BODYCAM AGREEMENT**  
**Date:** June 8, 2021

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### **Recommendation:**

I recommend that the City Council approve the attached resolution which authorizes the North Salt Lake Police Department to enter into a five (5) year service agreement with WatchGuard for purchase, maintenance, data storage, warranty, and replacement of in-car and body camera equipment

### **Background:**

The Police Department has been involved in various levels of in-car and body camera (BWC) use for about twenty years. In 2010, we became one of the first to use early versions of secure body cameras to document police encounters with citizens occurring outside the range of in-car cameras. Since this time, technology, policy, and state law have evolved significantly; to the degree that the role of digital video and audio documentation has become a critical, even essential facet of law enforcement transparency and operations.

This technology has resulted in legislation requiring Law Enforcement Agency's (LEA's) utilizing this equipment to follow strict protocols, including issues that attempt to balance public access, privacy concerns, and police accountability. Working equipment and data storage are necessary for our operations to be effective and compliant with state law. The department spends thousands of dollars each year on maintenance agreements (over \$37,000 in FY 2021), and although we are managing this function in compliance with all known regulations, we still struggle to ensure equipment is working, data is adequately stored and managed, software is up to date, and each officer and patrol vehicle has adequate equipment.

The cost of cameras has been a significant expenditure in past years. Body Cameras with warranty's cost over \$1,800. In-car camera's cost over \$5,000. Not only is this equipment expensive, but with any rapidly evolving technology, often becomes obsolete even before warranty periods expire.

WatchGuard, who has been our choice of in-car and body camera vendors since we began using these items, has proposed a five (5) year service and management program that will allow the department to purchase, service, store, upgrade, and maintain our data and equipment. This agreement does NOT

manage how our data is used in court, personnel management, or other department specific matters, but does take care of the time and money spent on ensuring the program is running smoothly.

This agreement formalizes and locks in annual In-Car and BWC costs on a per-user basis for five years. If we add additional personnel to uniform patrol, or other front line responder services, it secures the cost of that equipment at this price for that period. This alleviates concerns for that period in the increasing costs of storage, replacement, warranty, and technology upgrades to ensure our camera operations are performing as intended and required.

The first year cost associated with this agreement has been budgeted in the approved FY 2022 budget, and will be line-item distinguished in FY 2023-2026.

The cost of this agreement is \$224,700 for the five-year term. It is billed annually for five years at \$44,940. There is also a first year equipment cost of \$11,357 for hardware such as docking and charging equipment, wireless data transfer equipment and other accessories. For the first year, there will be some less significant transition costs to remove old equipment and install new equipment. This work will not be part of WatchGuard's scope of service, but we will work through our vehicle equipment installer, currently Premier Vehicle Installations for this work. It is estimated that this will be around \$2,500.

**Possible Motion:**

I move that the City Council approve the attached resolution which authorizes the North Salt Lake Police Department to enter into a five-year service agreement with WatchGuard Video to provide service and storage for the department's In-Car and BWC operations.



**RESOLUTION NO. 2021-20R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NORTH SALT LAKE APPROVING AGREEMENT NO. 2021-19A,  
AN AGREEMENT WITH WATCHGUARD VIDEO FOR THE  
PURPOSE OF PROVIDING BODY WORN CAMERAS AND  
SERVICES**

**WHEREAS**, the City of North Salt Lake’s Police Department has identified a need to upgrade and maintain its body worn camera systems and services; and

**WHEREAS**, the City is currently using Watchguard Video for its body worn cameras and would like to continue to use that vendor for these services; and,

**WHEREAS**, the City’s Police Department is desirous to enter into a 5-year contract for the subject services and has proposed in the adopted budget for fiscal year 2021-2022 an allocation for the subject contract. The City Council finds further that this service is in the best interests of the citizens of the City by improving the Police Department’s collective ability to record, store and retrieve images and video by virtue of this proposed contract.

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

Section 1. The attached document shall be known as **Agreement 2021-19A** and is hereby approved.

Section 2. Immediately after its adoption, this resolution shall be signed by the appropriate officers of the City of North Salt Lake, shall be recorded in the official records of the City of North Salt Lake and shall take immediate effect.

**APPROVED AND ADOPTED** by the City Council of North Salt Lake this 15th day of June, 2021.

CITY OF NORTH SALT LAKE  
By:

\_\_\_\_\_  
Len Arave, Mayor

Attest:  
By:

\_\_\_\_\_  
Linda Horrocks, City Recorder

City Council Vote as Recorded

Council Member Baskin \_\_\_\_\_  
Council Member Gordon \_\_\_\_\_  
Council Member Horrocks \_\_\_\_\_  
Council Member Mumford \_\_\_\_\_  
Council Member Porter \_\_\_\_\_

**WatchGuard Video**

415 E. Exchange  
 Allen, TX 75002  
 (P) 800-605-6734 (F) 212-383-9661

**Prepared For:**

City of North Salt Lake Police Department Attention: Mitch Gwilliam  
 18 4RE/V300 VAAS 0510-21

QUOTATION - WTC-0573-03

DATE: 05-18-21

**18 4RE and 25 V300**

Deliverables / Materials / Services	Qty	Unit Price	Amount
<b>Integrated Body-worn camera and In-car video and evidence management software - 5 Year Video-as-a-Service Package @ \$189 per Month</b> <b>AAS-ICV-BWC-5YR (PaaS)</b> Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing. User licenses on a per-device basis. EvidenceLibrary.com and select CommandCentral Evidence capture, records, redaction and community engagement capabilities included. Body-worn camera (choice of mount) Third year technology (Hardware) refresh. CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch) In-Car Video System (Choice of forward camera) Includes 200GB DVR, Control panel & Infrared cabin camera WiFi Dock HiFi wireless microphone kit, MiKroTik WiFi Kit & Smart Power Switch 5-year agreement (billed Quarterly or Annually) No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support	18	\$11,340.00	\$204,120.00

**Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month** 7 \$2,940.00 \$20,580.00

AAS-BWC-5YR-001 (PaaS)

Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing.

User licenses on a per-device basis.

EvidenceLibrary.com and select CommandCentral Evidence capture, records, redaction and community engagement capabilities included.

Body-worn camera (battery + choice of mount included)

Third year technology (Hardware) refresh.

5-year agreement (billed Quarterly or Annually)

Advanced hardware replacement service & 24/7 support

No-Fault hardware warranty

**Subtotal Price**

**\$224,700.00**

## Hardware

Deliverables / Materials / Services	Qty	Unit Price	Amount
<b>V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh</b> WGP02614	18	\$99.00	\$1,782.00
<b>Front Camera, 4RE, HD Panoramic,</b> CAM-4RE-PAN-NHD	18	\$200.00	\$3,600.00
<b>Bracket Kit, 4R DVR, Universal</b> WGP01443-001-KIT	18	\$0.00	\$0.00
<b>MikroTik Configured Wireless Kit, 802.11n, Drill Mount</b> IV-ACK-WF-CP-DM MikroTik Configured Wireless Kit, 4RE In-Car 802.11n Radio, Antenna, PoE, 2-10' Ethernet Cables Drill Mount	18	\$200.00	\$3,600.00
<b>V300 Base Assembly, USB Desktop Dock</b> WGA00640-KIT1	25	\$95.00	\$2,375.00

**Pre Configured V300 Transfer Station II with Power Supply and Cables,** 1 \$0.00 \$0.00  
 BW-ACK-V3-TSC  
 V300 Transfer Station II  
 TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB  
 includes kit with Power Supply and Cables.

<b>Subtotal Price</b>	<b>\$11,357.00</b>
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**LPR cameras**

<b>Deliverables / Materials / Services</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Amount</b>
<b>WatchGuard CarDetector Mobile Software License and Support</b> WGS00215 Provides for: Use of WatchGuard CarDetector Mobile LPR software Access to software updates and helpdesk support Billing Rate is per vehicle per year	3	\$0.00	\$0.00

<b>Subtotal Price</b>	<b>\$0.00</b>
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**Remote Installation**

<b>Deliverables / Materials / Services</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Amount</b>
<b>Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation</b> WGW00122-410	1	\$0.00	\$0.00

<b>Subtotal Price</b>	<b>\$0.00</b>
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<b>Deliverables / Materials / Services</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Amount</b>
<b>NASPO Contract Number OK-MA-145-010 SW1057W Purchasing off of the NASPO contract saves you shipping costs,</b> Freight	1	\$0.00	\$0.00

<b>Total Price</b>	<b>\$236,057.00</b>
<b>Amortized</b>	<b>\$224,700.00</b>
<b>Direct Purchase Items</b>	<b>\$11,357.00</b>

Due Now	\$56,297.00
Annual Invoice	\$44,940.00

**Purchase as a Service (PaaS)  
Financial Profile**

Total Price:	\$224,700.00
Contract Term:	5 Years
Monthly Payments:	\$3,745.00
Annual Invoice:	\$44,940.00

**Notes:**

1. Title and risk of loss for Equipment passes to Customer upon shipment by MSI, notwithstanding any other terms and conditions.
2. Payment Terms: Equipment Net 30 days upon shipment; Installation Net 30 days upon completion; Services and Subscription Agreements Net 30 days from receipt of Order
3. This Quote is valid for thirty (30) days from date of issue.

Quoted by:

Tim Culberson - Customer Engagement Representative - 800-605-6734 - [tim.culberson@motorolasolutions.com](mailto:tim.culberson@motorolasolutions.com)



# CITY OF NORTH SALT LAKE

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

Len Arave  
Mayor

Ken Leetham  
City Manager

## MEMORANDUM

**TO:** Honorable Mayor and City Council

**FROM:** Ken Leetham, City Manager

**DATE:** June 15, 2021

**SUBJECT:** Consideration of new position – Communications Specialist

---

### **RECOMMENDATION**

I recommend approval of the creation of the Communication Specialist position as outlined in the attached job description.

### **BACKGROUND**

The attached job description is a general document that describes the Communication Specialist position that we discussed in the previous Council meeting. At that meeting, the Council asked for specific information about City Hall staffing levels and we are still working on that analysis. I will forward that to you as soon as possible and prior to the Council meeting.

The action needed on this item is a simple motion by the City Council.

### **PROPOSED MOTION**

I move that the City Council authorize the creation of the Communication Specialist position as outlined in the job description proposed and included in the City Council materials of June 21, 2021.

## Communications Specialist

<b>Title:</b>	Communications Specialist	<b>Code:</b>	
<b>Division:</b>	Administration	<b>Effective Date:</b>	7/21
<b>Department:</b>	City Manager	<b>Last Revised:</b>	N/A
<b>Status</b>	Full Time, Non-Exempt	<b>Grade:</b>	

**General Purpose:** This employee performs a variety of communication tasks for the principal purpose of educating, informing and reaching out to the general public in North Salt Lake, as needed.

**Supervision Received:** This employee will report directly to the City Manager. In addition, this employee will be part of a larger communication team formed by the City's Executive staff. City department heads, in consultation with the City Manager, will manage communication projects and outreach efforts that this employee will carry out.

**Supervision Exercised:** None.

### **Essential Functions**

1. Plays the principal role in creating and managing forms of City communications with the public, including but not limited to, social media accounts, City websites, City text or email messages (related to public information), City newsletter, direct mailing, television and radio outreach, press releases and any other forms of communications.
2. Organizes and manages communication events such as open houses, information meetings, neighborhood meetings and individual resident meetings. Coordinates with City departments on event needs and is prepared and knowledgeable about the content of such events.
3. Answers questions that the public may have about a variety of City projects. Coordinates responses to various inquiries that may be generated through any of the various City forms of communication.
4. Prepares and distributes materials related to City construction projects so that the public and impacted property owners are made aware of such projects and have a means of getting information about project details.
5. Creates all signs, artwork, message boards, media outreach, press releases and other communication media needed to support civic events or any other City events where such design, messaging and branding is needed.
6. Responsible for the creation of content and outreach that supports various citizen committees and City initiatives such as Healthy Utah, Water Conservation, Emergency Preparedness and any other initiatives that the City Council, City Manager or City's executive staff chooses to create.

7. Primarily responsible for the City's use of Qualtrics and any other survey tools or customer service outreach that the City uses. Will be proficient in the use of Google products that are used for input, reviews and customer service outreach.
8. Assists with consistent branding and messaging that consolidates communication and elevates the City's reputation.
9. On occasion, will assist the City as a Public Information Officer (PIO) and will perform initial and ongoing training as such.
10. Assists other employees within the City to answer and resolve customer service complaints, as needed.
11. Works with all City departments to further communication with the public and facilitate the means and methods of communication. Supports all City departments in whatever communication needs they may have.
12. Performs all other related duties as required.

### **Minimum Qualifications**

1. Education and Experience:
  - A. An advanced college degree (bachelor's or master's) in Communication, Marketing, Business Management, Art and Design, or other related degrees;
  - AND
  - B. Not less than five (5) years of progressively responsible work experience in communications, customer service, marketing, community outreach, public information, facilitation and mediation or other closely related fields;
  - OR
  - C. An equivalent combination of education and experience.
2. Knowledge, Skills, and Abilities:
  - A. Considerable knowledge of electronic communication media, including websites, social media platforms, Google products and services, Qualtrics, Survey Monkey, Prezi, Powerpoint, Canva, Google slides or other equivalent and related products.
  - B. Skill in communicating both verbally and in writing with experience dealing with individuals and groups to communicate, message, brand and otherwise effectively represent, explain and justify City policy positions, guidelines and ordinances. Must have exceptional inter-personal skills and the ability to manage angry customers in a cheerful and helpful way.
  - C. Ability to work quickly and accurately; be able to use all forms of presentation media quickly and without error; work under time pressures in meeting deadlines; develop and maintain effectively working relationships with elected officials, executive and other professionals, the public and fellow employees; have a friendly, professional and cordial demeanor and be able to successfully get along with others in all

situations; make presentations with ease, friendliness, engagement and comprehensive capability; ability to work both independently, but also collaboratively as part of teams that may be formed for various purposes.

3. Special Qualifications: Must be able to think through and understand statistics related to public surveys and be able to interpret and present information accurately.
4. Work Environment: Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, talking, hearing and seeing. Common eye, hand, finger dexterity exists. Mental application utilizes memory for details, verbal instructions, emotional stability, discriminating thinking and guided problem solving.