

KAYSVILLE CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that Kaysville City will hold an Architectural Review Committee meeting with a Public Hearing and regular City Council meeting to follow on Thursday, April 19, 2018, beginning at 6:30 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

KAYSVILLE BUSINESS PARK ARCHITECTURAL REVIEW COMMITTEE– 6:30 p.m.

1. Opening.
2. GP Motors Used Car Lot – Use and Timing Consideration.
3. Adjournment.

PUBLIC HEARING – 6:45 p.m.

1. An Ordinance adjusting a common boundary between Kaysville City and Farmington City and annexing 0.69 acres of real property (at approximately 2283 South 350 East from Farmington City) into Kaysville City. (Ord. # 18-4-1)

CITY COUNCIL MEETING - 7:00pm

The agenda shall be as follows:

1. OPENING - Council Member Larry Page.
2. RECOGNITIONS AND PRESENTATIONS
 - a. Annual Open Meetings Act Training – Nic Mills, City Attorney (20 Mins.).
3. DECLARATIONS OF CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Minutes from February 1, 2018.
 - b. Minutes from February 15, 2018.
 - c. Minutes from March 1, 2018.
 - d. Minutes from March 15, 2018.
 - e. Planning Commission Appointment Process.
 - f. Davis County Dispatch Agreement.
 - g. Approval of Public Works Vehicle Purchase.
 - h. Approval of Parks and Recreation Vehicle Purchase.
 - i. Request for Purchase of Transformer/Power Department.
 - j. Acceptance of Improvements for Hill Farms Subdivision Phase 4.
 - k. Acceptance of Improvements for Sunset Equestrian Estates Subdivision Phase 17B.

5. ACTION ITEMS

- a. An Ordinance Creating a New Process for Lot Consolidations and Lot Line Adjustments. (Ord. #18-3-1)
- b. An Ordinance Modifying the Process for Subdivision Review and Required Subdivision Improvements. (Ord. # 18-3-2)
- c. Road Fee Ordinance – An Ordinance enacting Title 9, Chapter 2a of the Kaysville City Code and providing for an effective date. (Ord. # 18-4-2)
- d. Preliminary and Final Plat approval for the Deseret Complex Condominium Subdivision located at approximately 450 South Deseret Drive – Skull Development.
- e. Donation Agreement for Water Tank Design
- f. Approval of a contract with Sunrise Engineering to design a new City Water Tank.
- g. An ordinance adjusting the common boundary between Kaysville City and Farmington City and annexing 0.69 acres of real property into Kaysville City. (Ord. # 18-4-1)

6. WORK ITEMS

- a. IPA Resolutions (10 Minutes)
 - i. Approval of Alternative Repowering (Res. # 18-4-01)
 - ii. Approval of the Fifth Amendment to Intermountain Power Agency organization agreement. (Res. # 18-4-02)
- b. Human Resource Manual Review (20 Minutes)
- c. Water Meter Purchase (20 Minutes)

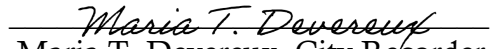
7. CALL TO THE PUBLIC

8. COUNCIL MEMBER REPORTS

9. ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services or activities. If you need special assistance due to a disability, please contact the Kaysville City Recorder at (801) 497-7008.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall, the City website and have emailed copies to media representatives on April 17, 2018.


Maria T. Devereux, City Recorder

STAFF REPORT



COUNCIL MEETING DATE: April 19, 2018

ITEM NO.:

TYPE OF ITEM: Architectural Review Committee

PRESENTED BY: Kaysville Business Park Executive Director

SUBJECT/AGENDA TITLE: GP Motors Used Car Lot – Use and Timing Consideration

EXECUTIVE SUMMARY:

Under consideration is a proposal for a new business in the Kaysville Business Park. The primary use of the business is that of a used car lot. The business model as further explained in the applicant's submittal is unique. As the applicant is considering the purchase of the property, he is looking for assurance from the Architectural review committee on a few specific items.

- 1- Is the use of the property for a used car lot as his business operates acceptable?
 - a. Car sales is allowed in the underlying zone and is not an outright prohibited use in the Kaysville Business Park covenants. Still, for the development of each property it is required to have the approval of the Architectural Review Committee.
- 2- Are the known details such as location of sales lot and type of fencing acceptable to the committee?
 - a. Is the proposal compatible and in harmony with the uses and aesthetics desired for the Kaysville Business Park?
- 3- The timing of phases of implementation is acceptable to the Architectural Review Committee.
 - a. If approved, the applicant would first construct the sales lot which is an area enclosed by a screened fence where customers by appointment would come to see and inspect cars. Ultimately the applicant desires to build an office building along the front part of the lot. Specific plans and details for this phase are not yet in place. If the Architectural Review Committee is comfortable with the use and timing, the applicant will be back to work with the committee to review specific site plan and building design details. It is required that each development include a building of at least 5,000 sq. ft. in size and the construction of such a building should be undertaken within a couple of years.

Architectural Review Committee Options:

The committee at its discretion may approve of or deny the proposed use and give direction to the applicant as to what it would like to see in the development of the property.

Recommended Options:

It is recommended that the Committee approve of the proposed use for a used car lot under the proposed business model. It is also recommended that the Committee specifically address the proposed fencing location and material. Any approval of buildings or infrastructure that is more permanent in nature than the proposed fencing must be reviewed at a future date with additional detail including a detailed site and landscape plan as well as building elevation drawings.

Attachments:

Location Map

Applicants submittal letter.

GP Motors - Kaysville Business Park - Used Car Lot



GP Motor Proposed Development

Applicant Background:

The applicant Jace Conrow is the owner of GP Motor Company. Jace has been in the auto industry for over a decade. He has worked as a salesman for Ken Garff, the general manager for Silverline auto in Portland, Oregon and is now the owner and operator of GP Motor. GP Motor has averaged over 50 car sales per month and with at least \$500,000 in sales tax revenue in the past few years.

Property Background

The applicant is under contract to acquire about a 2.25 to 3 acre piece of land from a parent parcel totaling 22.85 acres in the North East corner of the business park. Camper World currently occupies 15 acres to the north (known as the Jensen property. **(See Exhibit 1)**

Business Model:

GP Motor is an appointment only online car dealership. Customers shop online and once they designate a vehicle they make an appointment with GP Motor's for a test drive. Upon arrival at the appointment the customer will drive the specific car they made an appointment for. Due to the current business model there are no random customers visiting or walking the lot.

Proposed Development:

In accordance with the bylaws set forth by the business park's CC&R's, GP Motor would like to propose to build an 8,000 to 10,000 square foot office facility with some warehouse space **(See Exhibit 2)**. GP Motor's is committed to completing the project within the two and one-half year time frame outlined in section 4.7 of Article 19. While the plans, permits, bids and construction of the building take place the remaining 1.5 to 2.0 acres will be fenced with a black chain link with grey slats **(See Exhibit 3)**. The large fenced portion will either be laid with road base, crushed concrete or rock. GP Motor has already spoken to the owner of the new industrial building to the south and will lease two spaces from that unit and will perform the business operations out of that space while the facility is under construction. Access to the fenced lot will be from the southwest-corner. As an additional note we have been in contact with Steve Lamb (Project Manager) from the North Davis Sewer District who has informed us that they will be working on the sewer that goes through the lot so there may be some delays in getting the finished facility completed.

Exhibit 1:



Exhibit 2



Exhibit 3



Exhibit 4



STAFF REPORT



COUNCIL MEETING DATE: April 19, 2018

ITEM NO.:

TYPE OF ITEM: Public Hearing and Action Item 5.g.

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Public Hearing Item and Ordinance adjusting a common boundary with Farmington City annexing 0.69 acres of real property into Kaysville City at 2283 South 350 East.

EXECUTIVE SUMMARY:

The Kaysville City Council approved a resolution of intent to consider this boundary adjustment in March. Since that time the required noticing has been completed and it is now appropriate to consider an ordinance to approve the adjustment of the municipal boundary between Farmington and Kaysville City.

The proposal would remove just over half an acre from Farmington's city limits and that real property would be annexed into Kaysville City. The property owner requested this adjustment in order to build a new home on the property, which had been approved by Farmington City but makes more sense to be in Kaysville City as the access is onto a Kaysville City road and the property could be better served by Kaysville City.

Farmington City is also going through the same process. Even with the approval of an ordinance by Kaysville City, this action cannot go into effect until Farmington City also approves an ordinance. Only once both cities have agreed to the adjustment with the passage of ordinances can the adjustment be recorded and officially changed.

Council Options: The City Council has broad discretion as to whether or not it believes the adjustment is in the interest of the city and may vote to approve, deny, or table the passage of the proposed ordinance.

Recommended Options: Staff recommends that the City Council approve the proposed ordinance for the adjustment of a common boundary with Farmington City.

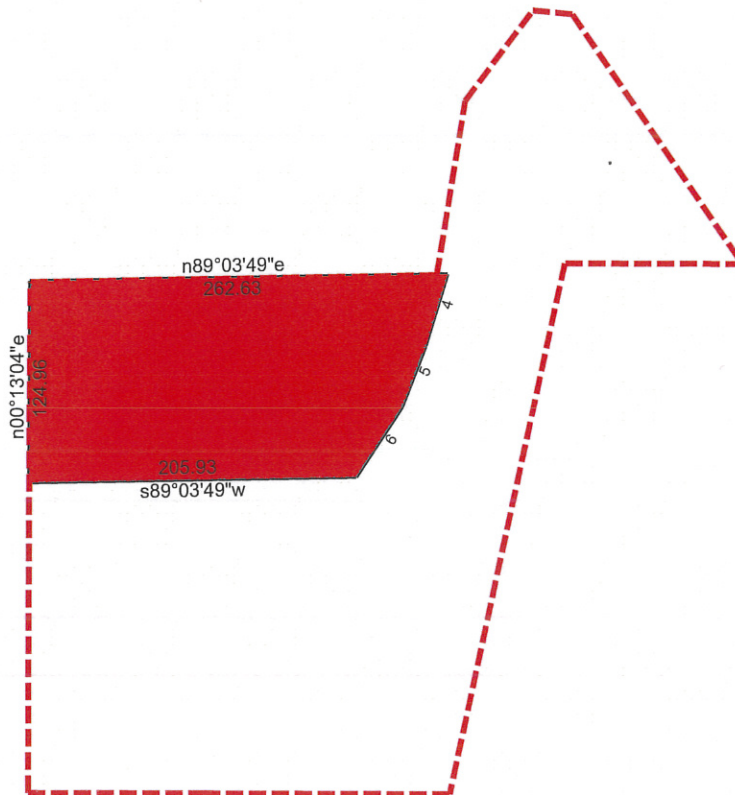
Fiscal Impact & Fund Source for Recommended Action: N/A

Attachments: Location Map
Annexation Boundary Map
Boundary Adjustment Ordinance

2283 South 350 East - Common Boundary Adjustment



Exhibit A



1/31/2018

Scale: 1 inch= 120 feet

File: Kenny Full.ndp

Tract 1: 0.6869 Acres (29920 Sq. Feet), Closure: s69.1343w 0.01 ft. (1/108428), Perimeter=733 ft.

Tract 2: 2.6449 Acres (115210 Sq. Feet), Closure: s86.4212e 0.30 ft. (1/5649), Perimeter=1682 ft.

01 e0.26 n192.71
02 n00.1304e 124.96
03 n89.0349e 262.63
04 s16.4415w 46.67
05 s21.3228w 40.33
06 s33.3011w 52.38
07 s89.0349w 205.93
08 @0 Merged
09 n00.1304e 317.26
10 n89.0356e 255.50
11 n09.2222e 109.62
12 n37.1416e 70.54
13 s84.2503e 25.29

14 s34.4231e 188.52
15 n89.4656w 112.06
16 s12.2744w 337.65
17 n89.4733w 153.1
18 n89.4656w 112

ORDINANCE NO. 18-4-1

AN ORDINANCE ADJUSTING A COMMON BOUNDARY BETWEEN KAYSVILLE CITY AND FARMINGTON CITY AND ANNEXING 0.69 ACRES OF REAL PROPERTY INTO KAYSVILLE CITY.

WHEREAS, Farmington City has property within its municipal boundary which can be better served by Kaysville City; and

WHEREAS, it has been determined to adjust the common boundary with Farmington City along said property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF KAYSVILLE CITY, UTAH:

SECTION I: Enactment.

The following described real property is hereby annexed into the corporate limits of Kaysville City, a municipal corporation of the State of Utah:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY 350 WEST STREET, SAID POINT BEING NORTH 00°03'58" EAST ALONG THE SECTION LINE AND SOUTH 89°03'49" WEST 111.21 FEET FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°13'04" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 124.96 FEET TO THE SOUTHWEST CORNER OF LTO 6, MEADOW CREEK SUBDIVISION; THENCE NORTH 89°03'49" EAST LONG THE SOUTH LINE OF SAID MEADOW CREEK SUBDIVISION 262.63 FEET TO THE LIMITS OF A ZONE 'A' FLOODPLAIN AS SHOWN IN FEME FIRM PANEL NUMBER 49011C0381E WITH EFFECTIVE DATE JUNE 18, 2007; THENCE SOUTHWESTERLY ALONG SAID LIMITS OF ZONE 'A' FLOODPLAIN THE FOLLOWING THREE (3) COURSES: SOUTH 16°44'15" WEST 46.67 FEET; THENCE SOUTH 21°32'28" WEST 40.33 FEET; THENCE SOUTH 33°30'11" WEST 52.38 FEET; THENCE SOUTH 89°03'49" WEST 205.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,920.49 SQ/FT OR 0.69 ACRES

The same shall thereafter be subject to the Ordinances and Regulations and taxing powers of Kaysville City. This property is assigned the R-1-20 zoning district as shown on the attached map.

SECTION II: Enactment

The City Recorder is hereby directed to file a copy of this Ordinance of boundary adjustment with the County Recorder, Davis County, State of Utah, and thereupon the annexation of this property

shall be deemed complete and the said territory herein described shall be deemed and held to be a part of this City.

SECTION III: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IV: Effective Date. This ordinance shall become effective 20 days after being passed by the City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this 19th day of April 2018

Katie Witt
Mayor

ATTEST:

Maria T. Devereux
City Recorder

I, Maria Devereux, do hereby certify that I am duly appointed, qualified, and acting City Recorder of Kaysville City, Davis County, State of Utah. I further certify that the above, foregoing, and attached Ordinance, entitled “AN ORDINANCE ADJUSTING A COMMON BOUNDARY BETWEEN KAYSVILLE CITY AND FARMINGTON CITY AND ANNEXING 0.69 ACRES OF REAL PROPERTY INTO KAYSVILLE CITY,” constitutes a true and correct copy of such Ordinance passed and adopted by the City Council of Kaysville City on the 19th day of April, 2018, as said Ordinance officially appears in my official Ordinance File of Kaysville City, and on deposit in my office as City Recorder.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed thereon the official seal of Kaysville City, this ____ day of _____, 2018.

Maria T. Devereux
City Recorder

OPEN AND PUBLIC MEETINGS

52-4-101 ET. SEQ.



POLICY

52-4-102. Declaration of public policy.

- (1) The Legislature finds and declares that the state, its agencies and political subdivisions, exist to aid in the conduct of the people's business.
- (2) It is the intent of the Legislature that the state, its agencies, and its political subdivisions:
 - (a) take their actions openly; and
 - (b) conduct their deliberations openly.

WHAT IS A MEETING?

52-4-103 (6)

(a) “Meeting” means the convening of a public body... with a quorum present, including a workshop or an executive session, whether in person or by means of electronic communications, for the purpose of discussing, receiving comments from the public about, or acting upon a matter over which the public body...has jurisdiction or advisory power.

(b) "Meeting" does not mean:

(i) a chance gathering or social gathering

WHAT DOES IT MEAN TO CONVENE?

52-4-103 (3)

“Convening” means the calling together of a public body by a person authorized to do so for the express purpose of discussing or acting upon a subject over which that public body has jurisdiction or advisory power.

THE LAW...IN A NUTSHELL

52-4-201

“A meeting is open to the public unless closed...”

ELECTRONIC MESSAGES?

52-4-210

Nothing in this chapter shall be construed to restrict a member of a public body from transmitting an electronic message to other members of the public body at a time when the public body is not convened in an open meeting.



KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT

Meeting minutes of a regular City Council meeting on February 1, 2018 at 6:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

Present: Mayor Witt, Council Member Snell, Council Member Page, Council Member Lee and Council Member Garn, Council Member Adams.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, Mayor Elect Katie Witt, City Attorney Nic Mills, Clyde Adams, Dan Christensen, Todd McKinnon, Karen McKinnon, Traci Pulsipher, Raleigh Ames, Harvey Greer, Steve Greer, Orwin Draney, Sam Jeppson, Darrel Luke, Matt Yentes, John Sanders, Rick Inman, Shelly Davis, Julie Perez Nathan Hulse, Spencer Hulse, Steve Brown, Rodney Hill, Jim Morgan, Dean Hales, Reed Nelson, Bill Grayson, Forrest O'Dowd, Christine O'Dowd, Zane Larsen, David Saunders, April Wale, Donna Rigby, Mark Rigby, Roger Bleacher, Wayne Owen, Leah Owen, Eric Colledge, Kathy Coledge, Amy Linden, Sean Linden, Warren Duke, Don Reeder, Steve Wier, Brigg Lewis, Randy Heath, Craig Campbell, Albert Whipple William Wheatley, David Cook, Valerie Cook, Jeff Morgan, Gayland Jessen, Nanette Lujan, Tony Lujan, Jaxine Rodgers, Raymond Crawford, Bryan Munns, Sarah Healey, Joseph Healey, and David Milan.

CITY COUNCIL MEETING

ROAD UTILITY FEE

Mayor Witt discussed implementation of the Road Utility Fee and opened the item for discussion. She noted that the second meeting will be held on February 15, 2018.

Dean Hale stated that the roads in the City needs to be fixed and applauds the effort that has been made.

Jim Morgan, owner of Fizz, stated that he is concerned about equality and fairness and worries about a fee being based upon square footage.

Lorene Kamalu noted that this problem is not unique to Kaysville.

Albert Whipple explained that he is concerned that developers need to be considered in the numbers, they are disproportionate to amount of vehicles on the road even when they pay an impact fee.

Brigg Lewis stated that he is against the road fee, he suggested raising property taxes.

Zane Larsen suggested addressing fees per number of vehicles in each home.

Wendell Peary explained that funds should be earmarked for road improvements.

Rodney Hill noted that the Council should wait to see what the State of Utah implements first, he advised them to wait before implementing a fee.

Sam Jepson noted that the road fee needs to be a dedicated fund for these funds only.

Daniel Luke stated that City resources are not being used wisely.

Warren Luke explained that funds should be appropriated for roads.

Randi Von Bose noted that the main concern is that this becomes a regressive tax.

Donna Rigby noted that she agrees with 5 year sunset rule and stringent process raising fee. She opposes the fee.

Dean Tibbets stated that the City needs to be vigilant in taking care of our roads.

Steve Ware agrees with a date to sunset the fee.

Shelly Davis stated that she is concerned about the rising cost of fees.

Mayor Witt thanked the audience for their comments and participation.

LETTER OF SUPPORT FOR FUNDING

Shayne Scott, City Manager explained that the purpose of the letter is to support an effort begun by Farmington City to fund a connector road between the new planned Shepherd Lane Interstate 15 Interchange and what we are currently calling the “Mink Farm” Interchange on the West Davis Corridor. He explained that Kaysville City is supportive of this funding request for the connector road, with certain stipulations that will allow this project to not only be a benefit to Farmington City and regionally significant but will also be a benefit to Kaysville City residents as well.

Council Member Garn made a motion to accept and issue the Letter of Support for Funding a Connector Road, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

**ADOPTING AN AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF
LAND BETWEEN KAYSVILLE CITY AND FROST FAMILY REAL ESTATE, LLC
(RESOLUTION 18-2-3).**

Shayne Scott, City Manager, explained that City staff has been working with the applicant for several months on a proposed annexation. All required notices have been given and necessary public hearings have previously been held and the City Council is now able to take action on the annexation petition. Several important issues have arisen over this time including how to supply services such as power or water to this area. City staff has worked with the petitioners to create an annexation agreement in which those issues have been mitigated sufficiently for annexation. He explained that a few concerns remain.

Council Member Barber made a motion to table the Annexation Agreement for further discussion, second by Council Member Hansen.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

PUBLIC COMMENT

Shaley Trujillo asked if this matter will be a work item or action item at the next meeting.

Mayor Witt stated that this matter will move forward as a work item.

APPROVAL OF AN ORDINANCE ANNEXING REAL PROPERTY LOCATED AT APPROXIMATELY 1402 N HIGHWAY 89 INTO THE CITY AND EXTENDING THE CORPORATE LIMITS OF THE CITY.

Shayne Scott noted that it may be applicable to consider both items at the next meeting.

Council Member Page made a motion to table the Ordinance to Annex Real Property at 1402 N Highway 89 as discussed, second by Council Member Barber.

Shayne Scott noted that the Ordinance may be addressed in unison with first tabled item.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

AUTHORIZING A LEASE AGREEMENT WITH JIM PUFFER LANDSCAPING, INC. AND SHADOWS OF FEAR CHARITY HAUNTED HOUSE FOR LEASE OF CITY PROPERTY FOR THE STORAGE OF INVENTORY AND AUTUMNAL CHARITY EVENT AT APPROXIMATELY 345 SOUTH DESERET DRIVE (RESOLUTION 18-2-3).

Shayne Scott explained that after discussing this item in closed session last City Council meeting, City staff were instructed to pursue a lease on the Deseret Drive property owned by the city with both applicants that submitted required information before the deadline. This Resolution gives staff the authorization to enter into and execute the lease under the terms offered by the applicants.

Council Member Page moved to authorize the lease agreement with Jim Puffer Landscaping and approve Resolution 18-2-3, Second by Council Member Garn.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

APPROVAL OF FIBER CONSULTANT AGREEMENT WITH CONNEXT.

Shayne Scott explained that Kaysville City currently has an existing fiber network connecting 5 buildings including City Hall, Recreation Center, Operations Center, Fire and Police station. The proposed fiber optic project extends the existing network to all four power substations via fiber in a ring configuration back to the City server room housed at the Police Station.

The proposed ring will consist of 72 strands, 12 of which will be used to make a redundant connection back to the server room where a VLAN is setup to route network traffic for the Power Department's use. The extension of the fiber network to the substations is needed to support critical operations related to the Power Department's current and future needs.

Council Member Garn made a motion to approve the Fiber Consultant Agreement with Connex, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

AGREEMENT TO PROVIDE AUTOMATED METER INFRASTRUCTURE (AMI) WITH EATON COOPER POWER SYSTEMS.

Shayne Scott explained that the proposed Advanced Meter Infrastructure (AMI) replaces our existing Automatic Meter Reading (AMR) System and software. AMI is capable of two-way communication, measuring cumulative, daily and peak kWh usage, voltage profiles, and voltage lag in addition to recording time of use and peak kWh use. All of this data and more will be available real-time to support, billing, planning, operations, customer service, remote disconnects, outage and asset management. This AMI project would enable the City to meet the needs of the new rate structure.

Council Member Barber made a motion to approve the Agreement and Resolution to Provide Automated Meter Infrastructure (AMI) with Eaton Cooper Power Systems, second by Council Member Garn.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

IMPACT FEE FACILITIES PLANS/IMPACT FEE ANALYSIS STUDY APPROVAL.

Andy Thompson, City Engineer, explained that The FY 2018 Budget Work Plan includes an update to the Impact Fee Facilities Plan (IFFP) and an Impact Fee Analysis (IFA) for the following facilities: Water, Electrical, Public Safety, Roadway and Parks and Recreation. He explained that the IFFP identifies the capital projects that qualify to be funded or partially funded by the collection of impact fees. He noted that according to the Impact Fees Act (UC 11-36a-302), Kaysville City must prepare an Impact Fee Facilities Plan before impact fees can be imposed. The IFFP must identify the following elements: Existing and Proposed Level of Service, Excess Capacity which could be used to accommodate new growth, Demand placed on existing public facilities by new development activity and the proposed means by which the demands will be met.

Shayne Scott explained that the Impact Fee Analysis (IFA) determines the appropriate amount of impact fees to be charged by establishing an Impact Fee Schedule and formulas for calculating Impact Fees based on the impact of new development. The IFFP and IFA need to be accurate and defensible.

Council Member Garn made a motion to approve the Impact Fee Facilities Plan and Analysis with JUB, Horrocks and LYRB, second by Council Member Hansen.

Council Member Adams asked for clarification of funding.

Andy Thompson explained that road impact fees are specific and fees should be applied specifically to regenerate roads.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

AN ORDINANCE AMENDING SECTION 17-1-9, AMENDMENTS, OF CHAPTER 17-1, GENERAL PROVISIONS OF TITLE 17 PLANNING AND ZONING OF THE REVISED ORDINANCES OF KAYSVILLE CITY REQUIRING MAILED NOTICE FOR REZONE APPLICATIONS. (ORDINANCE 18-2-2)

Andy Thompson, City Engineer, explained that the City Council has previously expressed its desire to have better noticing to residents regarding a rezone request. City staff has been honoring this request by sending out notices with each rezone to property owners within 500 feet of the property under consideration.

This proposal would make that process an ordinance requirement. Even though these notices have been mailed for all recent applications, once it is in ordinance will no longer be a requirement to publish notice of a rezone hearing in the newspaper.

Council Member Barber made a motion to move the Ordinance 18-2-2 to action items for the next meeting, second by Council Member Garn.

Council Member Adams noted that a public process is critical. He explained that he is in favor of noticing weekly in another newspaper.

Council Member Hansen noted that has dealt with this in other cities and feels as though signs are helpful but print media is not as beneficial.

Andy Thompson noted that the City works with the County and utilizes their program to reach all effected residents.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously

COUNCIL MEMBER REPORTS

Council Member Garn explained that he enjoyed attending Local Officials Day with the Council and Youth Council. He expressed his appreciation for the good job the Youth Council is doing.

Mayor Witt announced the Sesquicentennial celebration on March 15, 2018.

CLOSED SESSION

Council Member Garn made a motion to move into closed session, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

The City Council convened to closed session to discuss the purchase, exchange, or lease of real property pursuant to Utah Code § 52-4-204.

Council Member Garn made a motion to close the Closed Session, second by Council Member Page and passed unanimously.

ADJOURNMENT

Council Member Hansen made a motion to adjourn at 9:15 pm, second by Council Member Page and passed unanimously.

Maria Devereux/City Recorder



KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT

Meeting minutes of a regular City Council meeting on February 15, 2018 at 7:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

Present: Mayor Witt, Council Member Hansen, Council Member Page, Council Member Barber and Council Member Garn, Council Member Adams.

Others present: City Manager Shayne Scott, City Attorney Nic Mills, City Engineer Andy Thompson, Acting City Recorder Bekki Argyle, Cheri Webster, Nephi Houmey (?), Lynda Webster, Jeff Webster, Shauna Maynard, Diane Webster, Kevin Jergensen, Mark Monson, John McCleary, Neal Slade, Jonathan George, Maxximus Whitehead, Emerson Minalgon, Eli Batenasiar, James Peters, Richard Wood, Troy Groll, Jeanette Groll, Jared Savage, Ethan Savage, Hans Neelsen, Brad Magnlesan, Traci Pulsiplees, Layton and Patricia Cottrell, David Cook, Troop 954, Ryan Sanders, Chet Sanders, Clint Sanders, Becky Ginos, Bruce Robinson with Symphony Homes,, Russell Wilson, Janae Knighton, Jason Knighton, Zane Larsen, David Saunders, Clay Allen, Kay Allen, Larry Nybo, Dave Ricks, John Sanders, Michael Rouech, Tod B. Jones, Todd Johnson, Justin Tippetis, Emilie Wilding, James Wypijewski, Andrew R. Aguilai, Jann King, Linda Halverson, Carole Walker, Cameron Knighton, Tate Collard, Brady Howe, Kin Collard, R. Neil Van Leellwen, Carter Owens, Heather Owens, Christine Brown, Greg Brown, Amy Jarman, Craig jarman, Ben Senecai, Bean Winward, Dayton Sperree, Stphen Thacker, McKay Brady, James Yerke, Dean Wall, Will Webster, Jeff Durham, Spencer Evans, Jackson Hall, Tyler Stengel, Sam Scott, Cole Durham, Naiin Spears, Braxtan Nelson, Sarah Jane Geckler, Brandon Geckler, Steven Brough, Liz Kennedy, Trina Hentzberg, Joslyn Webster, Bowdrey Webster, Ashtyn Buhler, Tori Webster, Joshua Webster, Kynzi Webster, Randi VonBose

CITY COUNCIL MEETING

Opening provided by Michelle Barber.

DECLARATION OF CONFLICTS OF INTEREST

Mayor Witt provided Council members the opportunity to disclose potential conflicts of interest in regard to items listed on the agenda. None disclosed.

CONSENT ITEMS

None.

ACTION ITEMS

PRELIMINARY PLAT APPROVAL FOR THE PRESERVE SUBDIVISION LOCATED AT 150 S ANGEL ST. SYMPHONY HOMES.

Andy Thompson, City Engineer, explained that this property was recently rezoned to the R-1-LD zone and now a preliminary plat has been submitted. The plat consists of 82 lots, including two existing homes, on 41.35 acres with lot sizes ranging from 13,000 square feet to over a half an acre. These lots all meet the requirements of the R-1-LD zone for frontage and lot size. The plat also includes an area of open space, parcel A, which is intended as a community pool and an area of open space, parcel B, which will be a landscaped detention basin.

This plat contains 4 cul-de-sacs of which 3 are near the allowed maximum length of 600 feet. While the City does not prohibit this, staff has some concern with this layout in regards to traffic circulation, emergency services and water quality. Kaysville City Ordinance 19-5-1, "Arrangement of Streets" states that "the arrangement of streets shall provide for access to and circulation within the vicinity of the subdivision...as determined by the City" while this layout provides access to the property, it does not create circulation within the subdivision.

Bruce Robinson, Developer apologized for a flyer they circulated days ago about the City's plan and noted that they hadn't fully understood the City's point.

Council Member Garn made a motion to table the item for further discussion, second by Council Member Hansen.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passes four to one.

CONSIDERATION OF A RESOLUTION AUTHORIZING SALE OF A PORTION OF THE CITY'S REAL PROPERTY AT 400 E OAK LANE. (RES. 18-2-5)

Andy Thompson, City Engineer, explained that after discussing this item in closed session last city council meeting, city staff were instructed to pursue a purchase agreement on the approximate one acre parcel referred to as the "Hollow Parcel" as shown on Exhibit A.

He conferred that this parcel was declared surplus last year and is owned by Kaysville City. Two interested parties included bids on the parcel and both city staff and a contracted real estate professional recommend selling this parcel to Owen Fisher. This Resolution gives staff authorization to enter into and execute the sale under the terms offered by the applicant.

Council Member Page made a motion to adopt Resolution 18-2-5 as presented, second by Council Member Garn.

The vote on the motion was as follows;

Council Member Hansen, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Barber, Nay

Motion passes three to two.

ORDINANCE AMENDING SECTION 17-1-9, AMENDMENTS, OF CHAPTER 17-1, GENERAL PROVISIONS, OF TITLE 17 PLANNING AND ZONING OF THE REVISED ORDINANCES OF KAYSVILLE CITY PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE (ORD. 18-2-2)

Andy Thompson, City Engineer, explained that the City Council has previously expressed its desire to have better noticing to residents regarding a rezone request. City staff has been honoring this request by sending out notices with each rezone to property owners within 500 feet of the property under consideration. This proposal would make that process an ordinance requirement. Even though these notices have been mailed for all recent applications, once it is in ordinance will no longer be a requirement to publish notice of a rezone hearing in the newspaper.

Council Member Garn made a motion to approve Ordinance 18-2-2 as written, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Hansen, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Barber, Yea

The motion passes unanimously.

**REQUEST TO REZONE APPROX. .5 ACRES OF PROPERTY AT APPROXIMATELY
2130 SOUTH PARKWOOD LANE FROM R-A TO THE R-1-20 ZONING DISTRICT –
JANNETTE AND BRETT KING. (ORD. 18-2-3)**

Andy Thompson explained that the applicants own several acres of property along Shepard Lane and Parkwood Lane. They are requesting the rezone to accommodate a desired subdivision for the purpose of building an additional single family home. The property is currently zoned R-A which allows for half acre sized lots, the requested R-1-20 zoning district allows for slightly smaller lots with a smaller frontage requirement.

Council Member Adams made a motion to approve the Rezone of 0.5 acres of property at approximately 2130 South Parkwood Lane from R-A to R-1-20 zoning district, second by Council Member Page.

The vote on the motion was as follows:

Council Member Hansen, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Barber, Yea

The motion passes unanimously.

**PRELIMINARY AND FINAL PLAT APPROVAL FOR THE KINGS VIEW ESTATES NO. 7
SUBDIVISION AT APPROX. 2130 SOUTH PARKWOOD LANE – JANNETTE AND BRETT
KING**

Shayne Scott, City Manager, noted that if the Council has approved the rezone to the R-1-20 district, then the preliminary and final plat should be approved as the subdivision complies with the provisions of the R-1-20 zoning district.

Council Member Barber made a motion to approve the Preliminary and Final Plat for Kingsview Estates, second by Council Member Adams.

The vote on the motion was as follows:

Council Member Hansen, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Barber, Yea

The motion passes unanimously.

WORK ITEMS

IMPLEMENTATION OF A ROAD UTILITY FEE

Shayne Scott explained that the City Council is exploring options to establish an equitable, sustainable and transparent way to maintain existing roadways. The concept and methodology of a utility road fee has been presented to the Council. The road fee proposal is based on land use and an associated fee.

The City has held an open house and a public hearing and received information from citizens and the business community. Much of the feedback received included an appropriate discount for commercial enterprises due to additional revenue contributed to the City in the form of sales tax and property tax. Feedback was also received regarding the application of the fee to the public use category.

Consensus of the Council is to keep this as a work item with ongoing dialogue.

ADJOURNMENT

Council Member Page made a motion to adjourn the meeting, second by Council Member Garn.

The motion passed unanimously.

Maria Devereux/City Recorder



KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT

Meeting minutes of a regular City Council meeting on March 1, 2018 at 6:00 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Adams, Council Member Garn.

Excused: Council Member Hansen.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, City Recorder Maria Devereux, City Attorney Nic Mills, Parks and Recreation Director Cole Stephens, Brock Peterson, Cameron Eggertz, Carter Thai, Alex Harris, Ty Harris, Heather Harris, Jennifer Whitear, Daniel Jorgensen, Robert Jorgensen, Sarah Jorgensen, Reecca Jorgensen, and Dean Wall.

CITY COUNCIL MEETING

ARCHITECTURAL REVIEW MEETING

CAMPING WORLD SITE MODIFICATION

Andy Thompson noted that Camping World is looking to modify their parking/product storage area for the purpose of keeping additional camping trailers on site. Camping World (formerly Blaine Jensen RV), was among the very first businesses to locate in the Kaysville Business Park. At the time of its development Flint Meadow Drive and most of Sportsplex Drive did not exist. Because of this the City required that an access to Phillips Street be provided which was accounted for on the northwest end. This access was needed because there was no other access

into or out of the Business Park at the time. Now that Flint Meadow Drive and Sportsplex Drive are in place, the original access on Camping World's property is no longer critical for City services to the Business Park or Camping World. The proposed modification would remove some of the landscaped areas within the site to be replaced with pavement. The additional access will remain with the locked gate, but the pavement will now be used for parking inventory rather than maintaining a clear drive. The site still retains the required amount of landscaping per City Ordinances and Section 5.5 of the Kaysville Business Park covenants.

Committee Member Page made a motion to approve the modification to the Camping World site, second by Community Member Barber.

The vote on the motion was as follows:

Committee Member Barber, Yea
Committee Member Page, Yea
Committee Member Adams, Excused
Committee Member Garn, Yea
Committee Member Hansen, Excused

The motion passed unanimously with three votes.

CONSIDERATION OF POWERSPORTS DEALERSHIP AND ANCILLIARY USES.
MOTO UNITED.

Andy Thompson, City Engineer, explained that recently KSG Distribution, Inc. has ceased operations at the subject property. The 4 acre site which is fully developed is now unoccupied and on the market. Mr. Eggertz has the property under contract and is interested in using the site primarily as a powersports dealership. Mr. Eggertz company currently operates in multiple locations. His ideas for the use of the property vary enough from the previous use that he is looking for some level of comfort from the Architectural Review Committee regarding his intended use of the site before further pursuing the property. Staff has been in contact with Mr. Eggertz and his real estate agent and believes that the desired use of the property is all possible, but has been unable to give full assurance as so much of the approval is subject to the Architectural Review Committee and its findings of compatibility within the Business Park.

Committee Member Page made a motion to support and approve this Kaysville business, second by Council Member Garn.

The vote on the motion was as follows:

Committee Member Barber, Yea

Committee Member Page, Yea

Committee Member Adams, Excused

Committee Member Garn, Yea

Committee Member Hansen, Excused

The motion passed unanimously with three votes.

Committee Member Page made a motion to close the Architectural Review Meeting, second by Committee Member Garn. The motion passed unanimously.

CONSENT ITEMS

Mayor Witt called for a vote on the Consent Items.

Council Member Garn asked to remove item 4.c.

Council Member Adams asked to remove item 4.d.

Council Member Garn made a motion to approve the consent items, second by Council Member Page and passed unanimously.

Council Member Page asked if the company awarded the bid is reputable and easy to work with.

Officer Thompson noted that yes the out of state company is the preferred company, and stated that he feels comfortable using this product.

Council Member Garn made a motion to approve Police Radio Cellular Booster purchase request, second by Council Member Barber and passed unanimously.

Council Member Barber made a motion to approve the award of bids for both projects, the 2018 Mill and Overlay Project and the 2018 Street Seal Project, second by Council Member Page and passed unanimously.

ACTION ITEMS

PRELIMINARY PLAT APPROVAL FOR THE PRESERVE SUBDIVISION LOCATED AT APPROXIMATELY 150 SOUTH ANGEL STREET.

Andy Thompson explained that this property was recently rezoned to the R-1-LD zone and now a preliminary plat has been submitted. The plat consists of 82 lots, including two existing homes, on 41.35 acres with lot sizes ranging from 13,000 square feet to over a half an acre. These lots

all meet the requirements of the R-1-LD zone for frontage and lot size. The plat also includes an area of open space, parcel A, which is intended as a community pool and an area of open space, parcel B, which will be a landscaped detention basin.

Council Member Page made a motion to approve the Preliminary Plat for the Preserve Subdivision, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Nay
Council Member Hansen, Excused

The motion passes three to one.

DECLARATIONS OF ANY CONFLICTS OF INTEREST

There were no conflicts disclosed by the Council.

WORK ITEMS

IMPLEMENTATION OF A ROAD UTILITY FEE.

The City Council discussed options of sun-setting, fees based per unit or by following a model based upon use, consistent review of fees annually, as well as timeframe, proposals and cost.

Shayne Scott, City Manager, offered to compile a presentation with more details.

PUBLIC COMMENT.

Caleb Stroh explained that he would like to see this project come to fruition he explained that he feels as if Kaysville City didn't have the authorization to work on this parcel of property initially.

COUNCIL MEMBER REPORTS

Council Member Barber and Mayor Witt invited the public to the March 15th Sesquicentennial.

CLOSED MEETING

Council Member Garn made a motion to adjourn to closed session with a 10 minute break, second by Council Member Page.

Council Member Page made a motion to adjourn the closed session, second by Council Member Garn.

ADJOURNMENT

Council Member Garn made a motion to adjourn the meeting at 9:17 pm, second by Council Member Page. The motion passed unanimously.

Maria Devereux/City Recorder



KAYSVILLE CITY COUNCIL

Meeting Minutes

DRAFT MINUTES

Meeting minutes of a Kaysville City Council Budget Hearing on March 15, 2018, at 6:30 p.m. in the Council Room of the Kaysville City Municipal Center, 23 East Center Street, Kaysville, UT.

Present: Mayor Witt, Council Member Barber, Council Member Page, Council Member Adams and Council Member Garn, Council Member Hansen.

Others present: City Manager Shayne Scott, City Engineer Andy Thompson, Chief Sol Oberg, Becky Fosterk, Nyah Byington, Erin Duncan, Megumi Andersen, Ann Marie Atkinson, Shane Egan, Randi Von Bose, Mike Thatcher, Evan Jensen, Tyler Stearmer, Alec Stermer, David Amussen, Michael Shumway, Ty Barnes, John Cowan, Dot Brown, Jennifer Winchester, Seth Ellington.

SESQUICENTENNIAL CELEBRATION KICKOFF EVENT – 5:00 p.m.

The Sesquicentennial celebration was a success, and very well attended by the community.

ELECTED OFFICIALS TRAINING – 6:30 p.m.

Presentation and training in regard to Errors and Omissions for Elected Officials was provided by Darrell Child, Olympus Insurance. He explained the importance of transparency and high moral standards.

CITY COUNCIL MEETING - 7:00pm

RECOGNITIONS AND PRESENTATIONS

MISS KAYSVILLE/FRUIT HEIGHTS PRESENTATION – Breann Christopherson

Breann Christopherson explained the many different organizations that they are able to work with. She explained how the royalty are able to support the community by fundraising and contributing by way of interaction, participation and donations. Breann was accompanied by Miss Fruit Heights, Miss Utah and the Executive Director.

NATIONAL SERVICE RECOGNITION DAY PROCLAMATION – John Cowan.

John Cowan read the proclamation and explained that April 3rd is the day to build public awareness about service and contribution to each community.

KAYSVILLE POLICE DEPARTMENT ANNUAL REPORT – Chief Oberg.

Chief Sol Oberg gave an overview of his department. He provided details of Departmental Awards, trainings the Department has completed, he explained victim advocacy, service calls, and gave an update of community events and presentations that they have been a part of such as Opioid use.

Jennifer Winchester gave a Victims Advocate presentation and she explained that part of the grant requirements are to advise the City Council about the work she is doing.

Council Member Garn commended the Chief and offered thanks for his good work.

DECLARATION OF ANY CONFLICTS OF INTEREST.

There were no stated conflicts of interest.

CONSENT ITEMS

- a. Soccer Jersey Purchase from State Contract.
- b. Award of Bid for Roueche Ponds project.
- c. Approval of the National Service Recognition Day Proclamation.

Council Member Garn made a motion to approve the items of consent listed above, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one

ACTION ITEMS

FINAL PLAT APPROVAL FOR THE CITYSIDE TOWNHOMES SUBDIVISION AT 265 NORTH 200 WEST - JPL CONSTRUCTION.

Andy Thompson, City Engineer, explained that the property is currently zoned R-M. There are 2 separate lots where a single family home on each was recently demolished. The Planning Commission held a public hearing and recommended approval of the preliminary plat for this project on 4/27/17 and the City Council similarly approved the preliminary plat on May 4, 2017.

Council Member Page made a motion to approve the Final Plat for the Cityside Townhomes Subdivision, second by Council Member Barber.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

**RESOLUTION OF INTENT TO CONSIDER A BOUNDARY LINE ADJUSTMENT
WITH FARMINGTON CITY. (RESOLUTION 18-3-01)**

Andy Thompson, City Engineer, explained that the property owner at approximately 2283 South 350 East is interested in bringing his property into Kaysville City for services rather than develop in Farmington City. The request is to modify the city boundary to remove 0.69 acres of property from Farmington City and add 0.69 acres of property to Kaysville City. The adjustment would bring in 1 single family residential lot in the R-1-20 zoning district. This resolution is the initial step in the boundary adjustment process. Passing this resolution does not approve the boundary adjustment, but indicates the City's interest and intent to at least consider the proposal.

Council Member Barber made a motion to approve Resolution 18-3-1 to consider a boundary line adjustment, second by Council Member Adams.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

WORK ITEMS

**AN ORDINANCE CREATING A NEW PROCESS FOR LOT CONSOLIDATIONS AND
LOT LINE ADJUSTMENTS. (ORDINANCE 18-3-1)**

Andy Thompson, City Engineer, noted that it has been expressed by members of both the Planning Commission and City Council that reviewing lot line adjustments and lot consolidations seemed like a process that could be done by staff. These are applications where no new lot is created, typically two neighbors are adjusting a fence-line or occasionally an owner of two lots will combine them into one large lot to build a larger home. Currently these items are processed the same as any other subdivision and require a recommendation from the Planning Commission and ultimately approval from the City Council.

Council Member Garn made a motion to approve the ordinance creating a new process for lot consolidations and lot line adjustments to be moved to an action item at the next City Council meeting, second by Council Member Hansen.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Yea
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed unanimously.

AN ORDINANCE MODIFYING THE PROCESS FOR SUBDIVISION REVIEW AND REQUIRED SUBDIVISION IMPROVEMENTS. (ORDINANCE 18-3-2)

Andy Thompson, City Engineer, explained that in considering the role of different bodies and the type of land use applications being considered, the idea of keeping legislative decisions with the legislative body and administrative decisions with staff and the Planning Commission was brought up during discussion of ordinances with the Planning Commission. Inasmuch as a subdivision is an administrative decision where if an applicant meets the requirements of the ordinance, there is a certain level of obligation for the City to approve such an application. Most of the discretion with development comes with consideration of a zone. Once a zone is approved over a property, the City has determined that the property may be utilized as regulated by that zone.

Council Member Adams feels that Preliminary and Final Plat both should come to Council for approval.

Council Member Garn made a motion to include Preliminary Plat and Final Plat and approve the ordinance to modify the process for subdivision review and required subdivision improvements to be moved to an action item for further discussion at the next meeting, second by Council Member Page.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

ROAD FEE DISCUSSION - General Fund Overview

Shayne Scott, City Manager, gave an overview of the general fund, provided background, expense categories, and spending/saving options. He explained that he feels the City staff recognize tight budgets and responsible fund management.

ROAD FEE DISCUSSION – Public Works Planning (20 Minutes)

Josh Belnap, Public Works Director, explained the LTAP study and advised that the City has had much growth over the past 15 years. He explained that he wants to give attention to roads with their efforts and funds.

Council Member Garn made a motion to extend the meeting past 10:00 pm, second by Council Member Page.

ROAD FEE DISCUSSION

The City Council discussed Road Fee options and structure.

Council Member Barber made a motion to move the Road Fee discussion to an action item at the next meeting, second by Council Member Adams.

The vote on the motion was as follows:

Council Member Barber, Yea
Council Member Page, Yea
Council Member Adams, Nay
Council Member Garn, Yea
Council Member Hansen, Yea

The motion passed four to one.

COUNCIL MEMBER REPORTS.

Council Member Garn noted Public Works is looking at purchasing a software system called Citi works to manage their Public Works items and tasks.

ADJOURNMENT

Council Member Page made a motion for adjournment at 10:20 p.m., second by Council Member Garn and passed unanimously.

Maria T Devereux/City Recorder

STAFF REPORT



MEETING DATE: April 19, 2018

ITEM NUMBER: 4.e

TYPE OF ITEM: Consent

PRESENTED BY: Mayor Witt

SUBJECT/AGENDA TITLE: Planning Commission Appointment Process

EXECUTIVE SUMMARY:

At the end of June, two Planning Commissioner terms will expire. As per Kaysville ordinance 17.4.1, Mayor Witt recommends the following process for appointment.

Applications to fill the open positions will be available on Tuesday, May 1st online or in person at the Community Development office. Applications will be received by the Mayor up until 5 PM on Tuesday, May 22nd.

The Mayor and Community Development liaison will interview applicants during the first two weeks of June, and appointments will be voted on at the June 21st City Council meeting.

COUNCIL OPTIONS: Approve, modify, or reject Planning Commission appointment process.

RECOMMENDED OPTIONS: Approve Planning Commission appointment process.



STAFF REPORT



MEETING DATE: April 19, 2018

ITEM NUMBER: 4. f.

TYPE OF ITEM: Consent

PRESENTED BY:

SUBJECT/AGENDA TITLE:

2018-2019 Interlocal Cooperation Agreement for Dispatch Services

EXECUTIVE SUMMARY:

The Davis County Sheriff's office has presented to the City the 2018-2019 Interlocal Cooperation Agreement for Dispatch Services. The Agreement is presented to the City annually and outlines dispatch services provided and the annual service costs.

The costs are determined based on the five year average of fire calls and the current number of sworn police officers.

The Agreement results in an increase for dispatch services of \$3,711.64 over the current fiscal year.

2017-2018 Agreement

Fire: Five Year Average 1466 x \$28.84 \$42,279.44

Police: 26 officers x \$2,219.00 \$57,694.00

\$99,973.44

2018-2019 Agreement

Fire: Five Year Average 1548 x \$29.71 \$45,991.08

Police: 27 officers x \$2,219.00 \$57,694.00

\$103,685.08

COUNCIL OPTIONS:

Accept the Agreement as presented or direct staff to review with Davis County any questions, suggested changes or modification.

RECOMMENDED OPTIONS:

Accept the Agreement and direct staff to execute the Agreement.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

An increase of \$3,711.64 over current fiscal year.

ATTACHMENTS:

1. Letter from Davis County Sherrieff and Agreement Draft

[REDACTED]



**DAVIS COUNTY SHERIFF'S OFFICE
COMMUNICATIONS DIVISION**

**DEE BIRD
CENTER MANAGER**

**AMANDA GLEZOS
ASSISTANT CENTER MANGER**

**LANCE JACOBS
SHIFT SUPERVISOR**

February 16, 2018

Kaysville City
ATTN: City Manager
23 E Center Street
Kaysville, UT 84037

SUBJECT: 2018-2019 INTERLOCAL COOPERATION AGREEMENT FOR DISPATCH SERVICES

To Whom It May Concern:

Enclosed, please find the Davis County's 2018-2019 Interlocal Cooperation Agreement for Dispatch Services. If this agreement is acceptable after you and your city have reviewed it. Please sign and return both original signature pages to the Davis County Sheriff's Office, ATTN: Dee Bird.

If you have questions pertaining to this agreement, please don't hesitate to contact Davis County Attorney Michael Kendal (801) 451-3574 or myself (801) 451-4157.

Sincerely,

Dee Bird

Enclosed: 2018-2019 Interlocal Cooperation Agreement

800 West State Street
P.O. Box 618
Farmington, UT 84025
(801) 451-4157
dbird@co.davis.ut.us

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and Kaysville City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

Recitals

- A. WHEREAS, the Parties, pursuant to the Utah Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement;
- B. WHEREAS, the County, through the 9-1-1 communications center (the "Center") operated by the Davis County Sheriff's Office ("DCSO"), provides dispatch services within the limits of Davis County;
- C. WHEREAS, the City desires to benefit from the services of the County, DCSO, and the Center as specified in this Agreement; and
- D. WHEREAS, the County desires to permit the City to benefit from the services of the County, DCSO, and the Center as specified in this Agreement.

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

1. Services.

- 1.1. The County, through DCSO and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, 2-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- 1.2. The County, through DCSO and the Center, will utilize the UCA 800 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- 1.3. The County, through DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incident.
- 1.4. The County, through DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- 1.5. The County, through DCSO and the Davis County Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) Center Shift Supervisor; (b) Assistant Center Manager; (c) Center Manager; (d) Undersheriff; (e) Sheriff; (f) Human Resources Director; and finally (g) County Commissioner.

2. Equipment.

- 2.1. All equipment located within the Center on or before June 30, 2017 is owned and will continue to be owned by the County (the "County Equipment"). As the owner of the County Equipment, the County shall derive all profits (e.g. revenues from sale,

replacement, or otherwise) and all losses (e.g. expenses due to maintenance, replacement, or otherwise) regarding the County Equipment.

2.2. On or after July 1, 2017, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:

2.2.1. Prior to dispatching equipment being connected to the County's dispatching system for use, the entity or entities responsible for such equipment shall provide all requested records relating to the equipment to and obtain written approval from the Davis County Information Systems Director, Utah Communications Authority, the radio vendor (e.g. Motorola), and the County representative responsible for the County's radios;

2.2.2. Upon approval as required in Section 2.2.1, it shall be the sole obligation and responsibility of the entity or entities responsible for the dispatching equipment to adequately and reasonably maintain such equipment and be a party to a valid maintenance agreement that covers the maintenance of such equipment;

2.2.3. Unless access to the dispatching equipment is necessary due to a bona-fide emergency (e.g. the dispatching equipment fails in a manner that precludes necessary dispatching services from being performed), the entity or entities responsible for the dispatching equipment and/or their employees, agents, contractors, or otherwise shall arrange access to the dispatching equipment with the County, through DCSO and the Center, at least twenty-four (24) hours in advance of the time they desire to gain access to the dispatching equipment. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to the County, through DCSO and the Center, and, upon receiving such notice, the County, through DCSO and the Center, will permit access to the dispatching equipment; and

2.2.4. Notwithstanding anything herein to the contrary, the County has no obligation to maintain and shall not be responsible or held responsible for maintenance, replacement, or any other expenses arising from, in connection with, or relating in any way to such dispatching equipment.

3. Compensation. For the 2018 fiscal year (July 1, 2018 through June 30, 2019), the City shall pay the County as follows for the services provided by the County to the City under this Agreement:

3.1. Fire Department fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):

KAYSVILLE CITY FIRE

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Total</u>	<u>5 Year Avg.</u>	<u>Price Per Call</u>	<u>Total (July 2018 - June 2019)</u>
1372	1509	1508	1665	1686	7740	1548	\$29.71	\$45,991.08

3.2. Police Department fees are charged per officer (See Table Below):

KAYSVILLE CITY POLICE

<u>Officers</u>	<u>Price Per Officer</u>	<u>Total (July 2018-June 2019)</u>
27	\$2,286.00	\$61,722.00

The City shall pay to the County the obligations set forth in Sections 3.1 and 3.2 of this Agreement in equal monthly payments within thirty calendar days of receipt of a monthly invoice from the County.

4. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").
5. Term of Agreement. The term of this Agreement shall begin as of July 1, 2018 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2019 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement. Under no circumstances shall the Term of this Agreement extend more than fifty years from July 1, 2017.
6. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
 - 6.1. The mutual written agreement of the Parties;
 - 6.2. By either party:
 - 6.2.1. After any material breach of this Agreement; and
 - 6.2.2. Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 6.2.3. After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
 - 6.3. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the non-terminating party pursuant to the notice provisions of this Agreement; or
 - 6.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

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

<u>To the City:</u> Kaysville City Attn: City Manager 23 East Center Street Kaysville, UT 84037	<u>To the County:</u> Davis County Attn: Chair, Board of County Commissioners P.O. Box 618 Farmington, UT 84025
---	---

8. Indemnification and Hold Harmless.

8.1. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

8.2. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

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

11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.
12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.
18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

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

KAYSVILLE CITY

Mayor

Dated: _____

ATTEST:

City Recorder

Dated: _____

Approved as to Form and Legality:

City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners

Dated: _____

ATTEST:

Davis County Clerk/Auditor

Dated: _____

Approved as to Form and legality:

Davis County Attorney's Office, Civil Division

Dated: _____

State of Utah Summary AV2530

Larry H. Miller Ford Draper

Name	Josh Belnap	03/22/18
Agency	Kaysville City	
PH/ E Mail	801-497-7100	

CLASS	MSRP
Model	F2B BOX DELETE (SERVICE BED)
Description	2017 F250 REG CAB SERVICE BED
Options	\$3,580.00
Destination	\$1,295.00
Factory Package Discount	\$0.00
Window Sticker	\$40,205.00
Dealer Adds	
Service Bed	\$7,500.00
Kargo Master Ladder Rack	
LHM/ FORD Fleet Discounts	\$11,810.00
State of Utah Fleet Quote (Vehicle+Fuel+Adds)	\$35,895.00
State of Utah Admin Fee	\$89.74
Tire Recycle Fee	\$5.00
Total	\$35,989.74



Go Further

ford.com

VEHICLE DESCRIPTION

HE F23385



Go Further

ford.com

2017 F250 SRW 4X4 REG CAB
XL 142" WB STYLESIDE
6.2L EFI V-8 ENGINE
6 SPEED AUTOMATIC TRANS G

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM EARTH GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- BOX RAIL/TAILGATE MOLDINGS
- DOOR HANDLES - BLACK
- HEADLAMPS -WIPER ACTIVATED
- LOCKING REMOVABLE TAILGATE W/LIFT ASST-NA W/BOX DLT
- PICKUP BOX, TIE DOWN HOOKS -NA W/BOX DLT
- SPARE TIRE AND WHEEL LOCK -NA W/BOX DLT
- TOW HOOKS
- TRAILER SWAY CONTROL

INTERIOR

- AIR COND, MANUAL FRONT
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- TILT/TELESCOPE STR COLUMN
- VINYL SUN VISORS

FUNCTIONAL

- 4-WHEEL ANTI-LOCK DISC BRAKING SYSTEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- MYKEY

SAFETY/SECURITY

- ADVANCETRAC WITH RSC
- BELT-MINDER CHIME
- SECURILOCK PASS ANTI THEFT
- SOS POST CRASH ALERT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER
PREFERRED EQUIPMENT PKG.600A
6 SPEED AUTOMATIC TRANS G
LT245/75R17E BSW ALL-TERRAIN
4.30 ELECTRONIC LOCKING AXLE
POWER EQUIPMENT GROUP
PICKUP BOX DELETE
XL DECOR PACKAGE
PLATFORM RUNNING BOARDS
10000# GVWR PACKAGE
ENGINE BLOCK HEATER
50 STATE EMISSIONS
SNOW PLOW PACKAGE
SPARE TIRE AND WHEEL
TRAILER BRAKE CONTROLLER
TELESCPNG TT MIRR-POWR/HTD JACK
UPFITTER SWITCHES
EXTRA HEAVY DUTY ALTERNATOR
SYNC VOICE ACTIVATED SYSTEMS
XL VALUE PACKAGE
.CRUISE CONTROL
.AM/FM STEREO CD/CLK

(MSRP)

NO CHARGE
165.00
390.00
915.00
- 625.00
NO CHARGE
320.00

90.00
NO CHARGE
85.00
295.00
270.00

165.00
NO CHARGE
365.00
720.00

PRICE INFORMATION

BASE PRICE
TOTAL OPTIONS/OTHER

TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY

(MSRP)

\$35,330.00
3155.00

38485.00
1295.00

EPA DOT Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomy.gov

Calculate personalized estimates and compare vehicles



40 YEARS

FORD F-SERIES

AMERICA'S BEST SELLING TRUCKS





1FDBF2B69HEF23385



Scan this code to experience this vehicle or text 1FHEF23385 to 48028
or Visit ford.com/windowsticker
Standard messaging & data plan rates may apply.



FORD PROTECT

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer for additional details, or visit www.FordOwner.com for more information.



FORD CREDIT

Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.FordCredit.com.

03/22/2018

State of Utah Summary AV2530

Larry H. Miller Ford Draper

Name	COLE STEPHENS	04/02/18
Agency	Kaysville City	
PH/ E Mail	801-497-7100	

CLASS	MSRP
Model	F2B BOX DELETE (SERVICE BED)
Description	2017 F250 REG CAB SERVICE BED
Options	\$3,155.00
Destination	\$1,295.00
Factory Package Discount	\$0.00
Window Sticker	\$39,780.00
Dealer Adds	
MONROE SERVICE BED	\$6,821.00
FORKLIFT LOADABLE LADDER RACK	
LHM/ FORD Fleet Discounts	\$11,570.00
State of Utah Fleet Quote (Vehicle+Fuel+Adds)	\$35,031.00
State of Utah Admin Fee	\$87.58
Tire Recycle Fee	\$5.00
Total	\$35,123.58

Transformer Request

UNDERGROUND TRANSFORMES

<u>SIZE AND VOLTAGE</u>	<u>QTY</u>	<u>UNIT PRICE</u>
500 KVA 3 phase 12470/7200 208Y/120	2	\$12,500.00

TOTAL \$25,000.00

500 KVA 3 phase 12470/7200 480Y/277	2	\$ 9,500.00
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TOTAL \$19,000.00

NOTE: Two transformers are for upcoming jobs and the other 2 are to replace inventory.

OVERHEAD TRANSFORMERS

50 KVA 1 phase 7200/12470 120/240	10	\$ 1,330.00
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TOTAL \$13,300.00

25 KVA 1 phase 7200/12470 120/240	10	\$ 856.00
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TOTAL \$ 8,560.00

NOTE: Overhead transformers are for system upgrades and to replace inventory.

GRAND TOTAL \$65,860.00

CUSTOMER COPY

QUOTE # 495299-00
QUOTED DATE 3/20/18BILL TO:
NORTHERN POWER EQUIPMENT
1168 WEST 500 NORTHSHIP TO:
CITY OF KAYSVILLE
POWER DEPT
721 W. OLD MILL LANE

CENTERVILLE UT84014

KAYSVILLE UT84037

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
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TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:
 LOSS GRT: AVE VOLT% : 100
 NL TEMP BASIS: 85 LL TEMP BASIS: 85
 3 KAYSVILLE, UT. FREIGHT PREPAID AND ALLOWED.
 AD TIME 8-10 WEEKS.
 JOTED PER THREE-PHASE PAD QUOTATION REQUIREMENTS
 5-3000 KVA).
 3 DESTINATION
 ICES ARE FIRM FOR RECEIPT OF AN ORDER WITHIN 30
 YS FROM QUOTED DATE AND DELIVERY WITHIN
 E QUOTED LEAD TIME. DELIVERIES BEYOND THE
 OTED LEAD TIME WILL BE SUBJECT TO ESCALATION
 SED ON THE ERMCO MATERIAL PRICE INDEX AT THE
 ME OF SHIPMENT. THE BASE ERMCO MATERIAL PRICE
 OX FOR THIS QUOTATION IS -17.60%. LEAD TIMES
 E SUBJECT TO CHANGE WITHOUT NOTICE!!!

EM 1
 MCO 3 PHASE PAD TRANSFORMER 3PH-PAD 2
 PEM# : 1.00
 NL= 702 LL= 4058 IZ=5.700 TL= 4760
 TIONS BEGIN.....
 MCO ERMCO STD 3PH TRANSFORMER
 00 500 KVA
 GRDY
 1G 12470GY/7200 95 BIL
 H0/X0 GROUND
 1 NO TAPS
 7 480Y/277
 ANSI MINIMUM K DIM=4.5
 LOOP FEED
 0 ERMCO STD FIXED STUD WELL
 5 STD INSERT SYSTEM SELECT
 0 ELBOW ARRESTERS NOT SELECTED
 STAGGERED LV BUSHING ARRANGEMENT
 0 ERMCO STD STUD LV BUSHINGS
 0 8 HOLE NEMA SPADES
 LV BUSHING SUPPORTS REQUIRED
 8 DUAL SENSING BAYO & LINK (GENERIC)
 0 STD ISOLATION LINK BY CONFIGURATOR
 0 MILD STEEL TANK & PEDESTAL
 0 MILD STEEL CABINET & SILL
 STD CABINET PARTITION


 9500.00

CUSTOMER COPY

QUOTE # 495299-00
QUOTED DATE 3/20/18

BILL TO:
NORTHERN POWER EQUIPMENT
1168 WEST 500 NORTH

SHIP TO:
CITY OF KAYSVILLE
POWER DEPT
721 W. OLD MILL LANE

CENTERVILLE UT84014

KAYSVILLE UT84037

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
PADMOUNT GREEN FINISH				
STANDARD HARDWARE.				
SILICON BRONZE PENTABOLT				
GROUND BOSS IN PRIMARY & SECONDARY				
STANDARD AIR SPACE				
GENERIC PR VALVE .25 10PSI 35SCFM				
1" NPT DRAIN PLUG				
1"NPT FILL PLUG				
NO LIQUID LEVEL GAUGE SELECTED				
NO VACUUM GAGE SELECTED				
NO TEMPERATURE GAGE SELECTED				
STD TX OIL				
STANDARD TWO NAMEPLATES				
STD KVA DECAL OUTSIDE				
DOES NOT REQUIRE PCB DECAL.				
"DANGER" MR OUCH GENERIC				
WARNING "MR OUCH" GENERIC				
STD PRIMARY DECAL INSIDE (HV)				
NO SECONDARY VOLTAGE DECALS				
STD ERMCO "E" LOGO DECAL				
NO SPECIAL TEST NEEDED				

CTIONS END.....

EM 2
MCO 3 PHASE PAD TRANSFORMER 3PH-PAD 2
ITEM# : 2.00
NL= 682 LL= 4124 IZ=5.600 TL= 4806
CTIONS BEGIN.....
MCO ERMCO STD 3PH TRANSFORMER
00 500 KVA
GRDY
1G 12470GY/7200 95 BIL
H0/X0 GROUND
1 NO TAPS
2 208Y/120
ANSI MINIMUM K DIM=4.5
LOOP FEED
0 ERMCO STD FIXED STUD WELL
5 STD INSERT SYSTEM SELECT
0 ELBOW ARRESTERS NOT SELECTED
STAGGERED LV BUSHING ARRANGEMENT
0 ERMCO STD STUD LV BUSHINGS
0 8 HOLE NEMA SPADES


12,500.⁰⁰
EA

CUSTOMER COPY

QUOTE # 495361-00
QUOTED DATE 3/21/18

BILL TO:
NORTHERN POWER EQUIPMENT
1168 WEST 500 NORTH

SHIP TO:
CITY OF KAYSVILLE
POWER DEPT
721 W. OLD MILL LANE

CENTERVILLE

UT84014

KAYSVILLE

UT84037

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
-------------	----------------	-----	------------	-----------

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: AVE VOLT% : 100

NL TEMP BASIS: 85 LL TEMP BASIS: 85

NOTED PER RFQ NO SPEC ON FILE.

25KVA CONVENTIONAL POLEMOUNT, 7200/12470Y 95BIL
PRIMARY WITH TWO HIGH VOLTAGE BUSHINGS, NO TAPS,
120/240 SECONDARY WITH THREE LOW VOLTAGE BUSHINGS
FILLED WITH MINERAL OIL.

DESIGNATED TO MEET MINIMUM DOE 2016 EFFICIENCY.

3 DESTINATION 8-10 WEEK LEADTIME.

OFFERS ARE FIRM FOR RECEIPT OF AN ORDER WITHIN 30

DAYS FROM QUOTED DATE AND DELIVERY WITHIN

THE QUOTED LEAD TIME. DELIVERIES BEYOND THE

QUOTED LEAD TIME WILL BE SUBJECT TO ESCALATION

BASED ON THE ERMCO MATERIAL PRICE INDEX AT THE

DATE OF SHIPMENT. THE BASE ERMCO MATERIAL PRICE

INDEX FOR THIS QUOTATION IS -17.60%. LEAD TIMES

ARE SUBJECT TO CHANGE WITHOUT NOTICE!!!

EM 1

ERHEAD DIST. TRANSFORMER	POLEMOUNT	10	
--------------------------	-----------	----	--

ITEM# : 1.00

NL= 91 LL= 552 IZ=2.300 TL= 643

DESCRIPTIONS BEGIN.....

0 50 KVA
1 7200/12470Y 95BIL 2BU
1 NO TAPS
1 120/240 3 OR 4 LVBU(QTY PER ANSI)
1 SET OF HANGER BRACKETS
0 CONVENTIONAL
0 NO LIGHTNING ARRESTER AT H1
0 STD THERMOSET/THERMOPLAST W/EYEBLT
STANDARD KVA DECAL(S) 2-1/2"

ARRESTER KV 0000000009.00000

STD TX MINERAL OIL

D 0000000018.80000

H 0000000026.00000

DESCRIPTIONS END.....

1330.00
EA

EM 2

ERHEAD DIST. TRANSFORMER	POLEMOUNT	10	
--------------------------	-----------	----	--

ITEM# : 2.00

856.00
EA

CUSTOMER COPY

QUOTE # 495299-00
QUOTED DATE 3/20/18

BILL TO:
NORTHERN POWER EQUIPMENT
1168 WEST 500 NORTH

SHIP TO:
CITY OF KAYSVILLE
POWER DEPT
721 W. OLD MILL LANE

CENTERVILLE UT84014

KAYSVILLE UT84037

<u>DESCRIPTION</u>	<u>PRODUCT NUMBER</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXT PRICE</u>
3	LV BUSHING SUPPORTS REQUIRED			
3	DUAL SENSING BAYO & LINK (GENERIC)			
3	STD ISOLATION LINK BY CONFIGURATOR			
3	MILD STEEL TANK & PEDESTAL			
3	MILD STEEL CABINET & SILL			
	STD CABINET PARTITION			
	PADMOUNT GREEN FINISH			
	STANDARD HARDWARE.			
	SILICON BRONZE PENTABOLT			
	GROUND BOSS IN PRIMARY & SECONDARY			
	STANDARD AIR SPACE			
	GENERIC PR VALVE .25 10PSI 35SCFM			
	1" NPT DRAIN PLUG			
	1"NPT FILL PLUG			
	NO LIQUID LEVEL GAUGE SELECTED			
	NO VACUUM GAGE SELECTED			
	NO TEMPERATURE GAGE SELECTED			
	STD TX OIL			
	STANDARD TWO NAMEPLATES			
	STD KVA DECAL OUTSIDE			
	DOES NOT REQUIRE PCB DECAL.			
	"DANGER" MR OUCH GENERIC			
	WARNING "MR OUCH" GENERIC			
	STD PRIMARY DECAL INSIDE (HV)			
	NO SECONDARY VOLTAGE DECALS			
	STD ERMCO "E" LOGO DECAL			
	NO SPECIAL TEST NEEDED			

CTIONS END.....

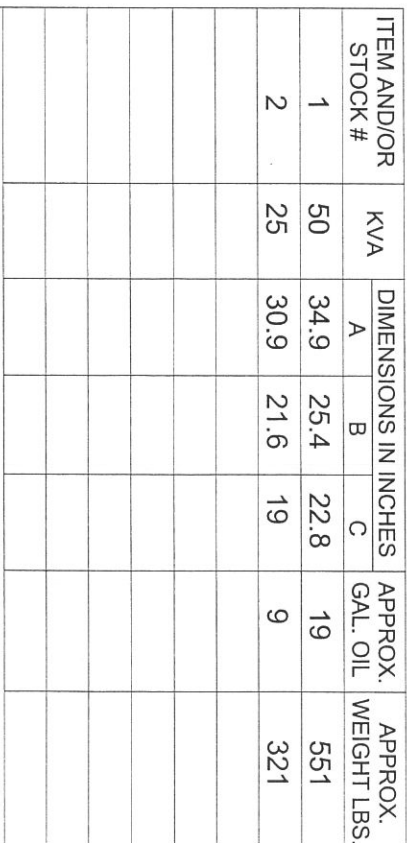
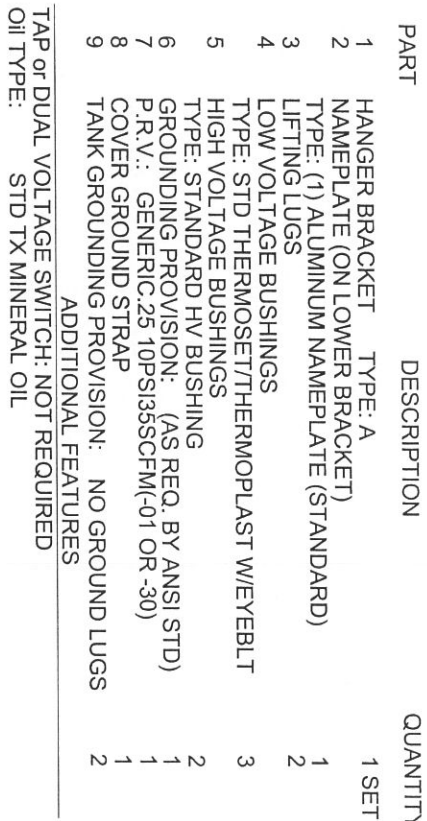
0% CTR @ TIME OF SHIPMENT

1 HOUR NOTICE

AT BED SIDE UNLOAD

H.V.:	7200/12470Y	95BIL 2BU	CSP	CONV
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TAPS: NO TAPS



ERNICO

CUSTOMER:	RFQ/SPEC #:
-----------	-------------

CITY OF KAYSVILLE

SCALE: NTS	DATE: 03/21/18	BY: SS	QUOTE NUMBER: 495361
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1H2B 08-19-05

UNCONTROLLED

CUSTOMER: CITY OF KAYSVILLE

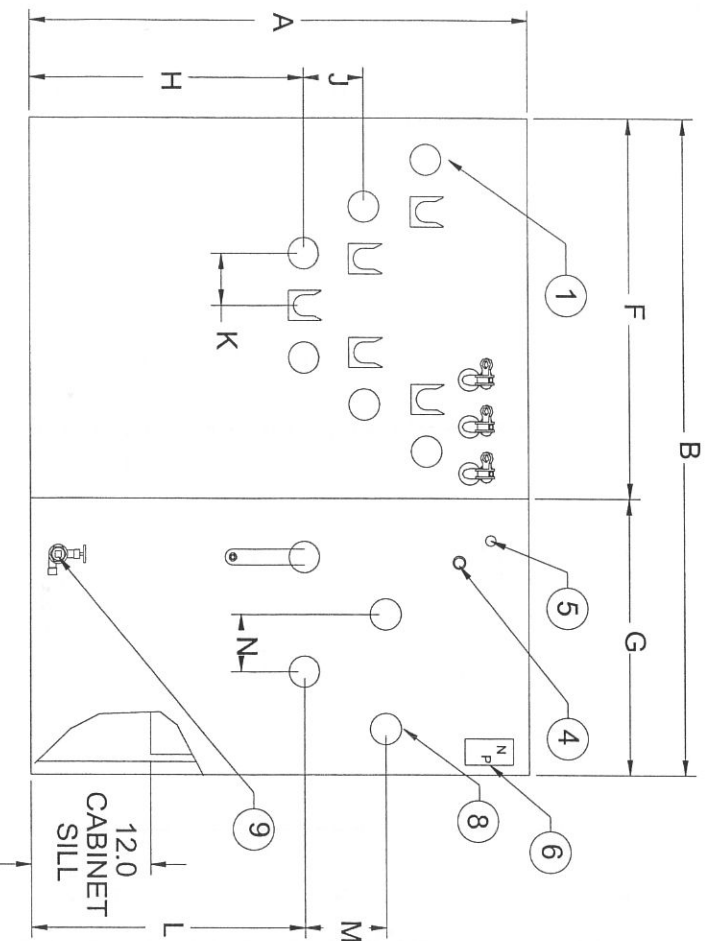
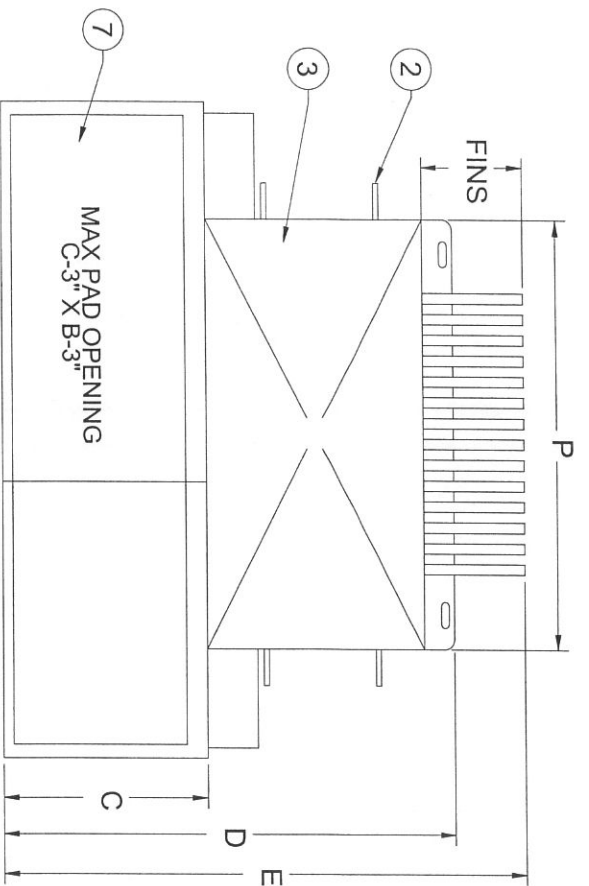
RFQ/Spec:

ERMCO Quote#: 495299

For detail information about the transformer, refer to the ERMCO quote documents.

Quote

Item	kVA	A	B	C	D	E	F	G	H	J	K	L	M	N
1	500	49	56.5	20	47.5	54.5	32.5	23.5	27	4	4.5	31	8	5
2	500	49	56.5	20	47.5	54.5	32.5	23.5	27	4	4.5	31	8	5



STANDARD FEATURES

Item	1	2	3	4	5	6	7	8	9
1	HV Bushing								
2	Lifting Lugs								
3	Bolted Cover								
4	1" Upper Fill Plug								
5	Pressure Relief Valve								
6	Nameplate								
7	Hinged Top Cabinet								
8	LV Bushing								
9	1" Drain Plug								

3 Phase Quotation Drawing
For Dimensional Purposes Only
All Features and Accessories Not Shown

STAFF REPORT



MEETING DATE: April 19, 2018

ITEM NUMBER: 4. j.

TYPE OF ITEM: Consent

PRESENTED BY: Andy Thompson

SUBJECT/AGENDA TITLE:

Acceptance of Improvements for Hill Farms phase 4

EXECUTIVE SUMMARY:

Phase 4 of the Hill Farms subdivision consists of 19 lots west of Angel Street just off of 200 North. The required improvements have now been completed and inspected by City staff and found to be acceptable.

COUNCIL OPTIONS:

RECOMMENDED OPTIONS:

It is recommended that the improvements be accepted and that the standard requirement of a 10% warranty amount and one year warranty period be applied.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

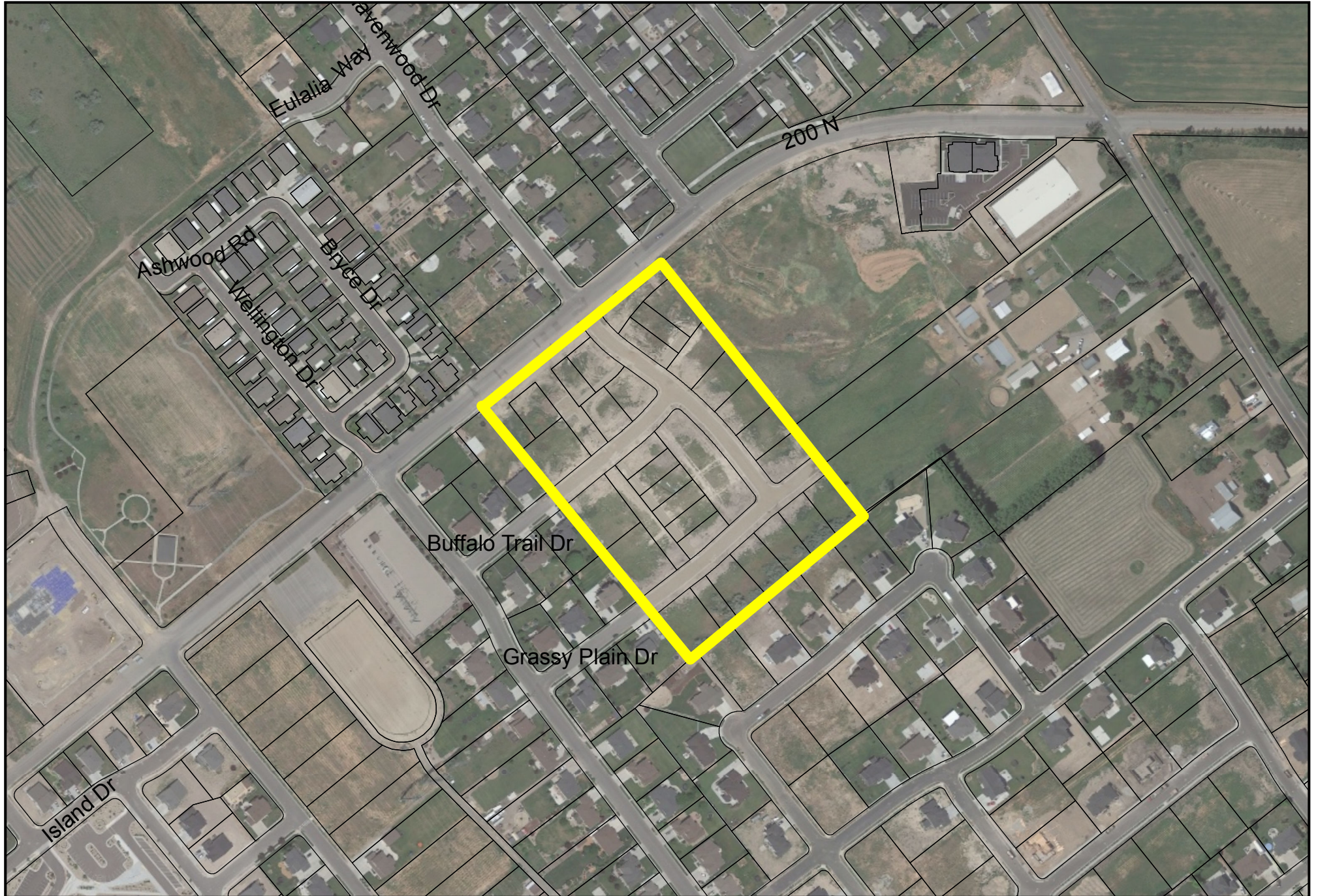
N/A

ATTACHMENTS:

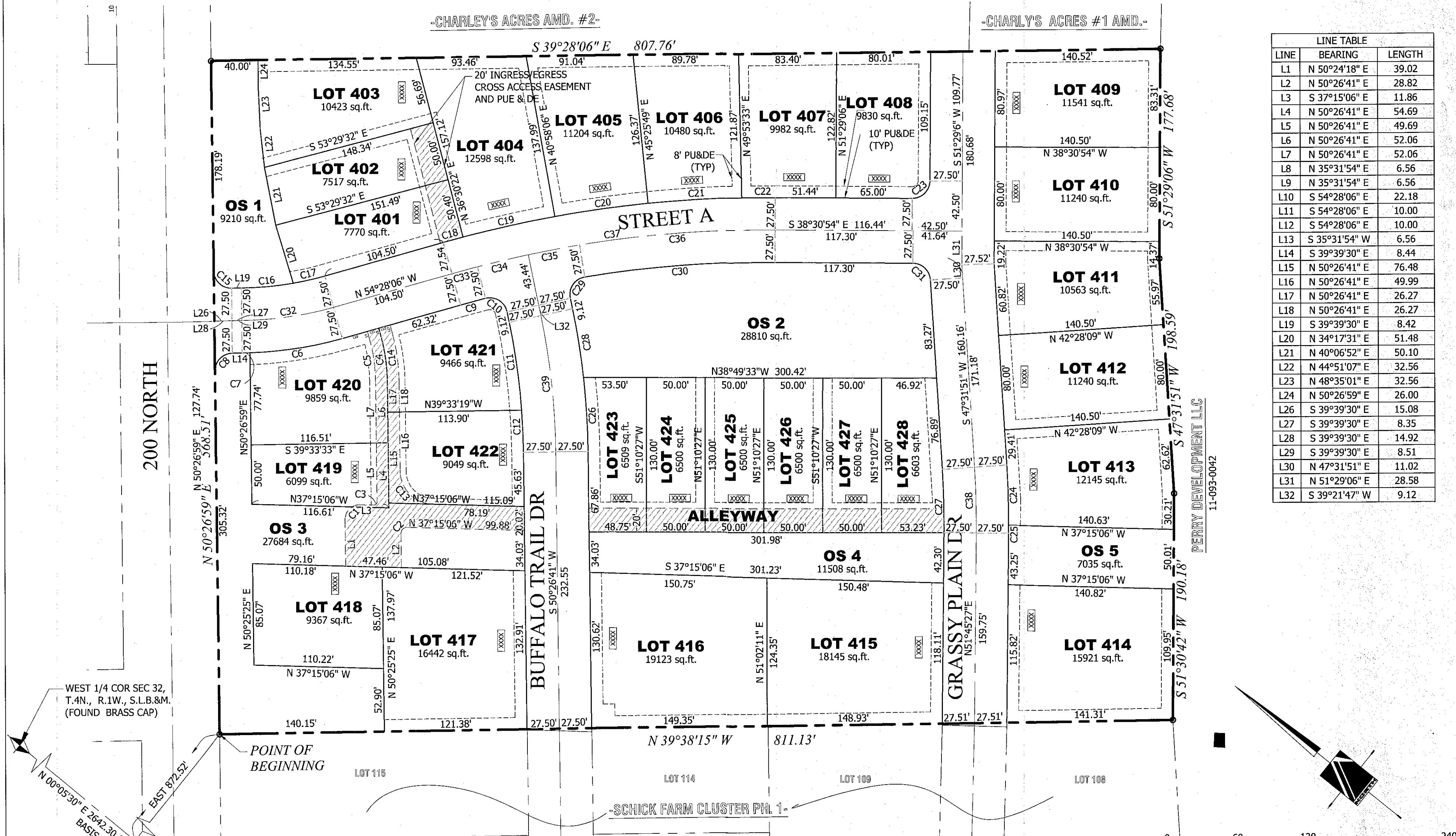
- 1) Location Map
- 2) Plat Map



Hill Farm Phase 4



HILL FARMS PHASE 4
LOCATED IN THE WEST 1/2 OF SECTION 32, TOWNSHIP 4
NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH



LINE TABLE		
LINE	BEARING	LENGTH
L1	N 50°24'18" E	39.02
L2	N 50°26'41" E	28.82
L3	S 37°15'06" E	11.86
L4	N 50°26'41" E	54.69
L5	N 50°26'41" E	49.69
L6	N 50°26'41" E	52.06
L7	N 50°26'41" E	52.06
L8	N 35°31'54" E	6.56
L9	N 35°31'54" E	6.56
L10	S 54°28'06" E	22.18
L11	S 54°28'06" E	10.00
L12	S 54°28'06" E	10.00
L13	S 35°31'54" W	6.56
L14	S 39°39'30" E	8.44
L15	N 50°26'41" E	76.48
L16	N 50°26'41" E	49.99
L17	N 50°26'41" E	26.27
L18	N 50°26'41" E	26.27
L19	S 39°39'30" E	8.42
L20	N 34°17'31" E	51.48
L21	N 40°06'52" E	50.10
L22	N 44°51'07" E	32.56
L23	N 48°35'01" E	32.56
L24	N 50°26'59" E	26.00
L25	S 39°39'30" E	15.08
L26	S 39°39'30" E	8.35
L27	S 39°39'30" E	8.35
L28	S 39°39'30" E	14.92
L29	S 39°39'30" E	8.51
L30	N 47°31'51" E	11.02
L31	N 51°29'06" E	28.58
L32	S 39°21'47" W	9.12

SURVEYOR'S CERTIFICATE

I, STEPHEN J. FACKRELL DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS: HILL FARMS PHASE 4 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF SCHICK CLUSTER FARM PHASE 1 AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER AND ROTATED TO THE BASIS OF BEARING, SAID POINT BEING LOCATED NORTH 00°05'30" EAST ALONG SECTION LINE 1943.13 FEET AND EAST 872.52 FEET FROM THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; SAID POINT ALSO BEING ON A BOUNDARY LINE AGREEMENT LOCATED AT BOOK 3316 PAGE 689, AND RUNNING THENCE NORTH 50°26'59" EAST ALONG THE SOUTH LINE OF THE PROPOSED 200 NORTH STREET RIGHT OF WAY (AS POSITIONED BY PLACING THE NORTHEAST CORNER OF THE CHARLY'S ACRES #2 SUBDIVISION AMENDED AT THE FIELD LOCATED CENTERLINE MONUMENT LOCATED FOR SCHICK LANE AND PROJECTING SAID SOUTH LINE WESTERLY) 568.51 FEET TO THE WEST LINE OF SAID CHARLY'S ACRES #2 SUBDIVISION AMENDED; THENCE SOUTH 39°28'06" EAST 807.76 FEET ALONG SAID WEST LINE AND THE WEST LINE OF CHARLY'S ACRES #1 AMENDED AS RE-ESTABLISHED IN THE FIELD RELATIVE TO PHASE 2, TO A POINT ON A LINE RECORDED AS A SPECIAL WARRANTY DEED WITH ENTRY NUMBER 2438516 AT BOOK 4747 AND PAGE 1475-1476; THENCE SOUTHWESTERLY ALONG SAID DEED THE FOLLOWING THREE CALLS: SOUTH 51°29'06" WEST 177.68 FEET; SOUTH 47°31'51" WEST 198.59 FEET; SOUTH 51°30'42" WEST 190.18 FEET TO THE SOUTHEAST CORNER OF SAID SCHICK CLUSTER FARM PHASE 1 AND A POINT ON SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 39°38'15" WEST ALONG THE EAST LINE OF SAID SUBDIVISION AND BOUNDARY LINE AGREEMENT 811.13 FEET TO SAID SOUTH LINE AND THE POINT OF BEGINNING.

CONTAINS: 459,317 SQ. FT./10.54 ACRES

DATE _____ STEPHEN J. FACKRELL
LICENSE NO. 191517

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE _____ UNDERSIGNED OWNER() OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND OPEN SPACE PARCELS AS SHOWN ON THIS PLAT, HEREAFTER KNOWN AS HILL FARMS PHASE 4, DO HEREBY DEDICATE, GRANT AND CONVEY FOR PERPETUAL USE OF THE PUBLIC ALL PUBLIC STREETS AND PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON, AND DO HEREBY DEDICATE, GRANT, AND CONVEY TO THE HILL FARMS HOMEOWNERS ASSOCIATION ALL OPEN SPACE PARCELS AS SHOWN HEREON, AND DESIGNATE SAID PARCELS AS COMMON AREA, THE SAME TO BE USED FOR THE COMMON USE AND ENJOYMENT OF THE LOT OWNERS, AND DO DEDICATE THOSE ALLEY EASEMENTS AS SHOWN HEREON AS COMMON DRIVEWAYS AND PUBLIC UTILITY AND DRAINAGE CORRIDORS.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____ THIS _____ DAY OF _____ A.D. 20____

ACKNOWLEDGMENT

STATE OF UTAH)
ON THE _____ DAY OF _____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF DAVIS IN SAID STATE OF UTAH, THE SIGNER () OF THE ABOVE OWNER'S DEDICATION, _____ IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT _____ SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN DAVIS COUNTY

HILL FARMS PHASE 4

LOCATED IN THE WEST 1/2 OF SECTION 32,
TOWNSHIP 4 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
KAYSVILLE CITY, DAVIS COUNTY, UTAH

PINNACLE
Engineering & Land Surveying, Inc.
2720 North 350 West, Suite #108 Phone: (801) 773-1910
LAYTON, UT 84041 Fax: (801) 773-1925

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD
AND RECORDED THIS _____
DAY OF _____, 20____ AT _____
IN BOOK _____
OF OFFICIAL RECORDS PAGE _____
BY _____ DAVIS COUNTY RECORDER
DEPUTY RECORDER

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE
KAYSVILLE CITY ATTORNEY.

KAYSVILLE CITY
ATTORNEY

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE
KAYSVILLE CITY PLANNING COMMISSION.

KAYSVILLE CITY PLANNING
COMMISSION

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE
KAYSVILLE CITY ENGINEER.

KAYSVILLE CITY ENGINEER

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE
KAYSVILLE CITY COUNCIL.

ATTEST:
KAYSVILLE CITY RECORDER KAYSVILLE CITY MAYOR

LEGEND

- PROPERTY LINE
- LOT LINE
- CENTER / SECTION LINE
- STREET RIGHT-OF-WAY LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- NEW CENTERLINE MONUMENT
- SECTION CORNER
- P.U.&D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- SET 5/8" REBAR WITH AN ORANGE PLASTIC CAP, OR NAIL & WASHER STAMPED PINNACLE 191517

STAFF REPORT



MEETING DATE: April 19, 2018

ITEM NUMBER: 4. k.

TYPE OF ITEM: Consent

PRESENTED BY: Andy Thompson

SUBJECT/AGENDA TITLE:

Acceptance of Improvements for Sunset Equestrian Estates phase 17B.

EXECUTIVE SUMMARY:

Phase 17B consists of 19 lots on the north end of the Sunset Equestrian Estates. The required improvements have now been completed and inspected by City staff and found to be acceptable.

COUNCIL OPTIONS:

RECOMMENDED OPTIONS:

It is recommended that the improvements be accepted and that the standard requirement of a 10% warranty amount and one year warranty period be applied.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION:

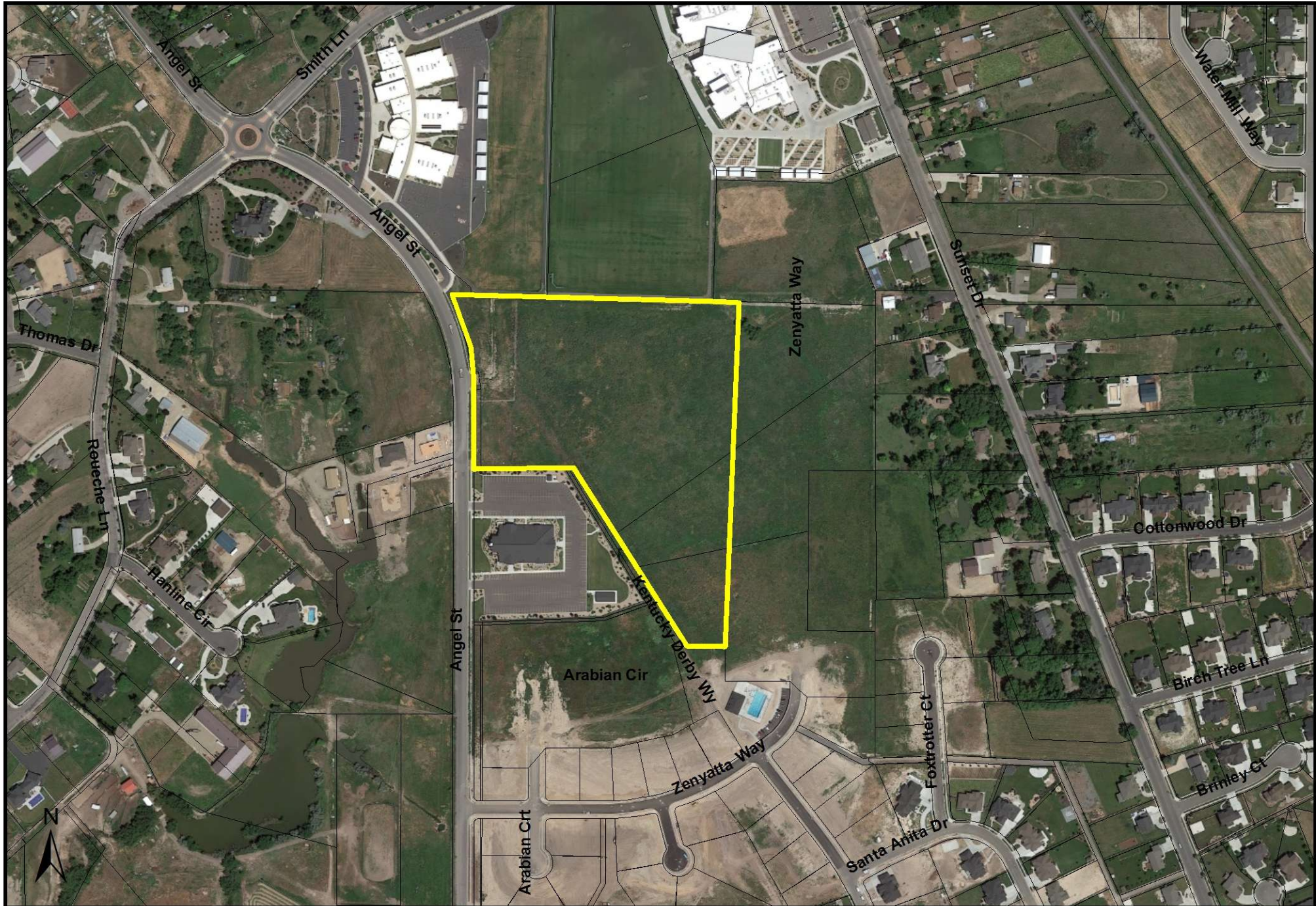
N/A

ATTACHMENTS:

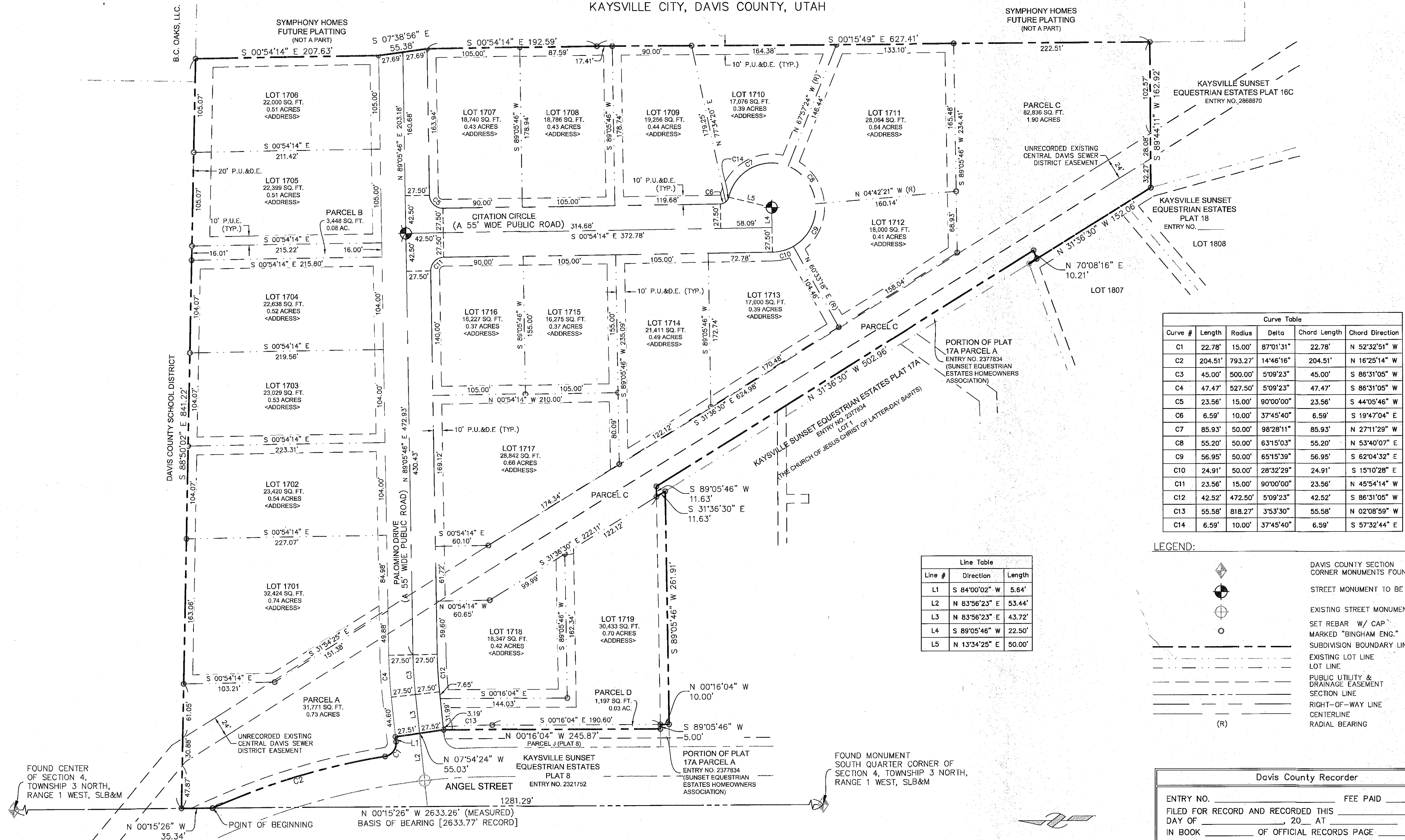
- 1) Location Map
- 2) Plat Map



Sunset Equestrian Estates Phase 17B



KAYSVILLE SUNSET EQUESTRIAN ESTATES PLAT 17B
A SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4,
TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
KAYSVILLE CITY, DAVIS COUNTY, UTAH



Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	22.78'	15.00'	87°01'31"	22.78'	N 52°32'51" W
C2	204.51'	793.27'	14°46'16"	204.51'	N 16°25'14" W
C3	45.00'	500.00'	5°09'23"	45.00'	S 86°31'05" W
C4	47.47'	527.50'	5°09'23"	47.47'	S 86°31'05" W
C5	23.56'	15.00'	90°00'00"	23.56'	S 44°05'46" W
C6	6.59'	10.00'	37°45'40"	6.59'	S 19°47'04" E
C7	85.93'	50.00'	98°28'11"	85.93'	N 27°11'29" W
C8	55.20'	50.00'	63°15'03"	55.20'	N 53°40'07" E
C9	56.95'	50.00'	65°15'39"	56.95'	S 62°04'32" E
C10	24.91'	50.00'	28°32'29"	24.91'	S 15°10'28" E
C11	23.56'	15.00'	90°00'00"	23.56'	N 45°54'14" W
C12	42.52'	472.50'	5°09'23"	42.52'	S 86°31'05" W
C13	55.58'	818.27'	3°53'30"	55.58'	N 02°08'59" W
C14	6.59'	10.00'	37°45'40"	6.59'	S 57°32'44" E

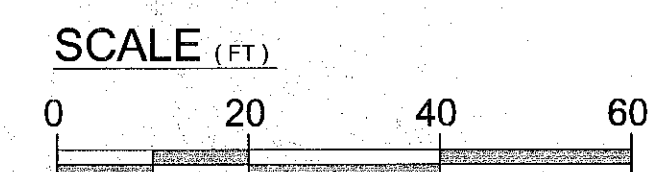
Line Table		
Line #	Direction	Length
L1	S 84°00'02" W	5.84'
L2	N 83°56'23" E	53.44'
L3	N 83°56'23" E	43.72'
L4	S 89°05'46" W	22.50'
L5	N 13°34'25" E	50.00'

LEGEND:

- DAVIS COUNTY SECTION CORNER MONUMENTS FOUND
- STREET MONUMENT TO BE SET
- EXISTING STREET MONUMENT
- SET REBAR W/ CAP MARKED "BINGHAM ENG."
- SUBDIVISION BOUNDARY LINE
- EXISTING LOT LINE
- LOT LINE
- PUBLIC UTILITY & DRAINAGE EASEMENT
- SECTION LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- RADIAL BEARING

BINGHAM ENGINEERING
5160 Wiley Post Way, Salt Lake City, Ut 84116
(801) 532-2520 www.binghamnet.com

Design: _____
Drawn: JJS
Checked: GM
Reviewed: JRL



Davis County Recorder	
ENTRY NO. _____	FEE PAID _____
FILED FOR RECORD AND RECORDED THIS _____	
DAY OF _____, 20__ AT _____	
IN BOOK _____ OF OFFICIAL RECORDS PAGE _____	
COUNTY RECORDER _____	
DEPUTY RECORDER _____	
Date 02/08/2017	Proj. # 5145
Sht 2	of 2

STAFF REPORT



COUNCIL MEETING DATE: April 19, 2018

ITEM NO.: 5. a.

TYPE OF ITEM: Action Item

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Creation of new Lot Consolidation and Lot Line Adjustment Process.

EXECUTIVE SUMMARY:

It has been expressed by members of both the Planning Commission and City Council that reviewing adjustments and lot consolidations seemed like a process that could be done by staff. These are applications where no new lot is created, typically two neighbors are adjusting a fence-line or occasionally an owner of two lots will combine them into one large lot to build a larger home. Currently these items are processed the same as any other subdivision and require a recommendation from the Planning Commission and ultimately approval from the City Council. There are a number of ways that this type of process could be handled according to State Statute. Staff has determined that it would still like to have a plat recorded documenting the change.

The proposed ordinance would still require that a lot line adjustment or lot consolidation be reviewed by the city, but allows that review to all take place at the staff level before a plat is recorded. Staffs review would ensure that there are no illegal setbacks or substandard lot dimensions.

Council Options:

Approve the included ordinance as outlined or give direction to staff to make changes as desired by the City Council.

Recommended Options:

The Planning Commission held a public hearing and voted unanimously to recommend approval of the ordinance as written to the City Council. In March the City Council briefly discussed this item during the work item agenda and recommended it be moved forward for consideration as an action item.

Attachments:

Lot Line Adjustment and Lot Consolidation Ordinance

ORDINANCE NO. 18-3-01

AN ORDINANCE AMENDING SECTION 19-1-7, DEFINITIONS, OF CHAPTER 19-1, GENERAL PROVISIONS, OF TITLE 19, SUBDIVISIONS, AND CREATING SECTION 19-2-7, LOT LINE ADJUSTMENTS AND LOT CONSOLIDATIONS, OF CHAPTER 19-2, DEVELOPMENT PROCEDURES, OF TITLE 19, SUBDIVISIONS, OF THE REVISED ORDINANCES OF KAYSVILLE CITY PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Kaysville City Council and Kaysville City Planning Commission have determined that minor changes to property lines that do not create new lots do not need their oversight; and

WHEREAS, a new process has been reviewed whereby city staff would be allowed to review and approve such applications; and

WHEREAS, the necessary notice and Public Hearings have been held seeking input into this matter;

WHEREAS, the City Council of Kaysville City finds it to be in the best interests of its citizens to amend the code as outlined below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF KAYSVILLE CITY, UTAH:

SECTION I: Repealer. If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. Section 19-1-7, DEFINITIONS, of Chapter 19-1, GENERAL PROVISIONS, of Title 19, SUBDIVISIONS, of the Revised Ordinances of Kaysville City, 1993, is amended to include the following definitions to be placed alphabetically where appropriate:

Lot Line Adjustment – The adjustment of a mutual boundary between either multiple subdivided lots or multiple established lots of record where the property line is modified in compliance with yard, lot size, and frontage requirements for the applicable zoning district and where no new lot is created.

Lot Consolidation – The combination of two or more lots whether previously subdivided or established lots of record where the legal description of more than one contiguous parcel of property is revised into one legal description encompassing all such parcels of property and where no zoning violation is created.

SECTION III: Enactment. Section 19-2-7, LOT LINE ADJUSTMENTS AND LOT CONSOLIDATIONS, of Chapter 19-2, DEVELOPMENT PROCEDURES, of Title 19, SUBDIVISIONS, of the Revised Ordinances of Kaysville City, 1993, is enacted as follows:

19-2-7 Lot Line Adjustments and Lot Consolidations

Applications that meet the definition of a lot line adjustment or lot consolidation shall be processed in the following manner.

1. The applicant petitioning for approval of a lot line adjustment or lot consolidation contacts the City Engineer for information concerning the City's amended plat requirements and discusses the proposed plan prior to preparing any plats, plans or charts.
2. The applicant pays the lot line adjustment/lot consolidation fee at the City Office.
3. The applicant submits the following to the City Engineer:
 - a. Three (3) copies of an amended plat prepared by a registered engineer or surveyor and supporting documents as specified in KCC 19-4-3 with the signature blocks for the following:
 1. City Engineer approval
 2. City Attorney approval
 - b. A copy of the lot line adjustment/lot consolidation fee receipt.
 - c. Preliminary Title Report.
 - d. Agreements if applicable.
4. The applicant submits copies of the amended plat and any applicable utility load information to agencies and service providers as needed.
5. The applicant submits the final plat and irrigation system drawings to any irrigation providers involved and obtains approval.
6. The City staff will review the documents. Ten (10) working days are allowed for completion of staff review for each submittal or re-submittal.
7. Upon completion of the staff review, the City Engineer will notify the applicant of any necessary changes to comply with applicable standards and ordinances. Once the amended plat meets all applicable standards and ordinances, the City Engineer will assign addresses to each lot on the plat as needed and notify the applicant to submit a mylar copy of the approved plat.
8. Approval of the final plat shall be effective until the later of:
 - a. One (1) year after the date of approval by the City Engineer; or
 - b. The last day of the extension period approved by the City Engineer.
 - c. If the final plat has not been offered for recording, with all approval steps completed, within the applicable period, the plat shall not be recorded or received for recording and shall have no validity whatsoever.
9. The City Attorney will review the documents submitted to insure adequacy and sign the plat when approved.
10. The City Engineer completes then signs the plat then has the final plat recorded at the office of the Davis County Recorder after which building permit applications will be accepted.
11. It shall be unlawful for any person to change the lines, drawings, lot sizes or shapes, or any other provision of a plat after it has received approval by any person whose approval is required. Any plat that is changed in violation of this paragraph is void. The City may compel the person recording the plat to withdraw the plat from the County Recorder's office or to file a notice, or the City may itself file a notice that the recordation of the plat is void. The City Engineer is responsible for recording all subdivision plats. The applicant shall be responsible for all recording and associated fees.

SECTION IV: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION V: Effective Date. This ordinance shall become effective 20 days after being passed by the City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this __th day of _____, 2018

Katie Witt
Mayor

ATTEST:

Maria T. Devereux
City Recorder

STAFF REPORT



COUNCIL MEETING DATE: April 19, 2018

ITEM NO.: 5.b.

TYPE OF ITEM: Action Item

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Modification of the Subdivision Process and Required Improvements

EXECUTIVE SUMMARY:

In considering the role of different bodies and the type of land use applications being considered, the idea of keeping legislative decisions with the legislative body and administrative decisions with the staff and the Planning Commission was brought up during discussion of ordinances with the Planning Commission. Inasmuch as a subdivision is an administrative decisions where if an applicant meets the requirements of the ordinance, there is a certain level of obligation for the City to approve such an application. Most of the discretion with development comes with the consideration of a zone. Once a zone is approved over a property, the City has determined that the property may be utilized as regulated by that zone. A preliminary plat approval allows for some interpretation in determining if a proposed subdivision meets the requirements of the zone and applicable ordinances. A final plat is confirmation of compliance with the conditions of preliminary plat approval and that all engineering and technical specifications are in order before development begins.

The proposed ordinance amends the City's Code to make the Planning Commission the final approval body for a final plat only, as proposed the City Council would still see the preliminary plat. There is also additional language added requiring a developer to install improvements identified by the Kaysville City Active Transportation Plan when applicable.

Council Options:

Approve the included ordinance as outlined or give direction to staff to make changes as desired by the City Council.

Recommended Options:

The Planning Commission held a public hearing and voted unanimously to recommend approval of the ordinance as written to the City Council. In March the City Council briefly discussed this item during the work item agenda. There was conversation as to whether or not change was appropriate for the preliminary plat process. The vote was to move the item forward to the action item agenda as written.

Attachments:

Lot Line Adjustment and Lot Consolidation Ordinance

ORDINANCE NO. 18-3-2

AN ORDINANCE AMENDING SECTION 19-2-1, SUBDIVISION DEVELOPMENT PROCESS, OF CHAPTER 19-2, DEVELOPMENT PROCEDURES, OF TITLE 19, SUBDIVISIONS, AND SECTION 19-6-3, IMPROVEMENTS REQUIRED, OF CHAPTER 19-6, SUBDIVISION IMPROVEMENTS REQUIRED, OF TITLE 19, SUBDIVISIONS, OF THE REVISED ORDINANCES OF KAYSVILLE CITY PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a final plat approval is an administrative decision wherein the approval body does not have legislative discretion; and

WHEREAS, it has been determined that the Planning Commission is desired to function as the approval body for Final Plat Applications providing sufficient oversight and added efficiency to the process; and

WHEREAS, the City Council passed a resolution in May of 2016 adopting the Kaysville City Active Transportation Plan and desires to see its implementation; and

WHEREAS, the necessary notice and Public Hearings have been held seeking input into this matter;

WHEREAS, the City Council of Kaysville City determines it is in the best interests of its citizenry to amend this ordinance as outlined below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF KAYSVILLE CITY, UTAH:

SECTION I: Repealer. If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

SECTION II: Enactment. Section 19-2-1, SUBDIVISION DEVELOPMENT PROCESS, of Chapter 19-2, DEVELOPMENT PROCEDURES, of Title 19, SUBDIVISIONS, of the Revised Ordinances of Kaysville City, 1993, is amended as follows:

19-2-1 Subdivision Development Process

The following steps are required:

1. The Subdivider contacts the City Engineer for information concerning the City subdivision requirements and compatibility with the General Plan, and discusses the proposed plan of development prior to preparing any plats, plans or charts.
2. The Subdivider pays the preliminary plat fee at the City Office.
3. The Subdivider submits the following to the City Engineer:
 - a. Three (3) copies of the preliminary plat prepared by a registered engineer or surveyor and supporting documents as specified in KCC 19-3-3.
 - b. A copy of the preliminary plat fee receipt.

4. The Subdivider submits copies of the preliminary plat and any applicable utility load information to agencies and service providers as needed. If a State highway is involved, the Subdivider provides evidence of approval of access, curbs, gutters, and sidewalks by the Utah Department of Transportation to the City Engineer.
5. The City staff will review the documents and make recommendations. Ten (10) working days are allowed for completion of staff review for each submittal or re-submittal.
6. Upon completion of the staff review, the City Engineer will place the item on the Planning Commission agenda and notify the Subdivider.
7. The Planning Commission will meet and review the preliminary plat and take action. The Subdivider or agent must attend and present the plat. The Planning Commission then forwards the plat to the City Council, with its recommendations and conditions thereon.
8. The City Council will meet and review the plat. The Subdivider or agent must meet with the Council and discuss the plat. (Refer to KCC 19-3-5(2).)
9. The Subdivider pays the final plat fee at the City Office.
10. The Subdivider submits six (6) copies of the tentative final plat to the City Engineer.
11. The City Engineer checks the tentative final plat for compliance with conditions and returns one copy to the Subdivider.
12. The Subdivider submits the final plat and irrigation system drawings to any irrigation providers involved and obtains approval.
13. The Subdivider submits the following to the City Engineer:
 - a. Original and two (2) copies of the final plat prepared by a registered engineer or land surveyor in accordance with KCC 19-4-3.
 - b. Cross sections and profiles of the streets and all other construction drawings related to all of the improvements to be constructed within the subdivision. All such drawings and materials must be signed and stamped by a registered professional engineer.
 - c. Open space improvement drawings if applicable.
 - d. Copy of final plat fee receipt.
14. The City staff will review the documents and make recommendations. Ten (10) working days are allowed for completion of staff review for each submittal or re-submittal.
15. Upon completion of staff review, the City Engineer will place the item on the Planning Commission agenda and notify the Subdivider.
16. The Planning Commission will meet and review the final plat and take action. The Subdivider or agent may be required to attend and present the plat. ~~The Planning Commission then forwards the plat to the City Council with its recommendations and conditions thereon.~~
- ~~17. The City Council will meet and review the final plat. The Subdivider or agent must meet with the Council and discuss the plat. (Refer to KCC 19-4-5(3).)~~
- ~~18.~~ 17. The Subdivider submits the following to the City Engineer.
 - a. Preliminary Title Report.
 - b. Written results of a test for suspect soil in the area upon which public improvements will be constructed.
 - c. Agreements if applicable.
- ~~19.~~ 18. The City Attorney will review the documents submitted to insure adequacy and sign the plat when approved.

- ~~20.~~ 19. The Subdivider must then pay the following fees at the City Office:
- a. Development fees.
 - b. Recording fees.
 - c. Inspection fees.
 - d. Utility extension fees.
- ~~21.~~ 20. The Subdivider submits the Storm Water Pollution Prevention Plan (SWPPP) for the subdivision to the City Engineer.
- ~~22.~~ 21. The Subdivider and contractors and other representatives meet with City representatives in a preconstruction conference.
- ~~23.~~ 22. The Subdivider constructs and installs all improvements, except the Slurry Seal Type III or approved equivalent, with inspection by the City. In the event the Subdivider has constructed and installed all improvements except sidewalks and asphalt pavement in a subdivision phase and desires to begin construction of residential buildings before the sidewalks and asphalt pavement are installed in the subdivision phase, the City may accept building permit applications upon compliance with all other requirements, including recording the plat, plus the following:
- a. The Subdivider shall guarantee the proper installation of the sidewalks and asphalt pavement in accordance with Kaysville City standards and specifications, by cash deposit furnished and filed with Kaysville City in an amount equal to one hundred fifteen percent (115%) of the cost of the installation of the sidewalks and asphalt as determined by licensed contractor quote.
 - b. All building lots within the subdivision phase shall be owned by the Subdivider and remain owned by the Subdivider until the sidewalks and asphalt are installed in the subdivision phase and the improvements are completed and certified.
 - c. No final building inspection will be scheduled nor conducted and no occupancy allowed until all subdivision phase improvements have been completed and certified.
- ~~24.~~ 23. The Subdivider has as-built drawings prepared and submits them, the Improvement Completion Assurance and Improvement Warranty to the City Engineer.
- ~~25.~~ 24. The Public Works Superintendent certifies that the improvements are completed.
- ~~26.~~ 25. The City Engineer addresses the lots on the plat and has the final plat recorded at the office of the Davis County Recorder and then building permit applications will be accepted.
- ~~27.~~ 26. The City Council accepts the improvements and the Improvement Warranty Period begins.
- ~~28.~~ 27. Near the end of the warranty period, the City inspects the improvements and the Subdivider corrects deficiencies.
- ~~29.~~ 28. When the improvements comply with City standards as certified by the Public Works Superintendent, the Subdivider applies a Slurry Seal Type III or approved equivalent on all asphalt pavement in streets, then the Improvement Warranty Period ends and the Improvement Completion Assurance and Improvement Warranty are released.

SECTION III: Enactment.Section 19-6-3, IMPROVEMENTS REQUIRED, of Chapter 19-6, SUBDIVISION IMPROVEMENTS REQUIRED, of Title 19, SUBDIVISIONS, of the Revised Ordinances of Kaysville City, 1993, is amended to include the following change:

11. Active Transportation Improvements. Subdivisions which include or are adjacent to an element of the Kaysville City Active Transportation Plan shall account for and install the applicable improvements including off street shared use paths and street improvements such as striping.

This subsection shall be added between what is currently listed as subsection 10. Sidewalks and subsection 11. Driveway Approaches. Subsequent subsections within Section 19-6-3 shall be renumbered accordingly.

SECTION IV: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION V: Effective Date. This Ordinance shall take effect 20 days after being passed and adopted by the City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this __th day of _____, 2018

Katie Witt
Mayor

ATTEST:

Maria T. Devereux
City Recorder

ORDINANCE NO. 18-4-2

AN ORDINANCE ENACTING TITLE 9, CHAPTER 2a OF THE KAYSVILLE CITY CODE AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Kaysville City Council has evaluated the current condition of the Transportation Network in the City and found it in need of repair; and

WHEREAS, the Kaysville City Council has commissioned an inventory of the current road repair needs in the City and found that current revenue generated by the tax on gasoline purchases and other designated road maintenance funds are not sufficient to meet the City's needs ; and

WHEREAS, the Kaysville City Council has determined that safe and well improved road infrastructure is essential to public health, safety, and well-being; and

WHEREAS, Kaysville City is authorized to charge fees for municipal services; and

WHEREAS, Kaysville City desires to fund Road projects and maintain roads in a sustainable, equitable, and transparent manner; and

WHEREAS, the Kaysville City Council held a Public Hearing, Open House, and other outreach efforts to promote public interest in the creation of such Utility; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
KAYSVILLE CITY, UTAH:**

SECTION One: Repealer. If any provisions of the City's Code previously adopted are inconsistent herewith they are hereby repealed.

Section Two: Enactment Title 9, Chapter 2a shall be enacted to read as follows:

CHAPTER 2a **ROAD UTILITY ENTERPRISE FUND**

9-2a-1	Purpose
9-2a-2	Definitions
9-2a-3	Road Utility
9-2a-4	Road Utility Fee
9-2a-5	Billing and Fund Dedication
9-2a-6	Appeals

9-2a-1 Purpose. The Purpose of this chapter is to establish a Road Utility to properly receive and expend funds dedicated for road maintenance and repair. This Utility will fund the improvement of City streets and related facilities as may be necessary and proper as determined

by City Engineers and the Public Works Director. A Road Utility Enterprise Fund is hereby created for the purpose of providing funds for the improvement and maintenance of Kaysville City streets.

9-2a-2 Definitions.

“Dwelling” means any building or portion thereof which is designed for use for residential purposes, except hotels, apartment hotels, boarding houses and/or rooming houses, tourist courts and automobile house trailers.

“Dwelling, Multiple-family” means an attached or detached building containing three (3) or more dwelling units.

“Dwelling, Single-Family” means a detached building designed for the occupation exclusively by one (1) family.

“Dwelling, Two-family” means a detached building containing two (2) dwelling units.

“Dwelling Unit” means one (1) or more rooms connected together, but structurally divided from all other rooms in the same building and constituting a separate independent housekeeping unit which may be used for permanent residential occupancy by humans, with facilities for such humans to sleep, cook and eat.

“Enterprise fund” in governmental accounting, a fund that provides goods or services primarily financed or recovered through user charges or fees that make the entity self-supporting.

"Non-Residential" means nonresidential land use including, but not limited to, industrial, office, retail, commercial recreation, public, quasi-public, hotels, churches, education institutions, medical facilities, or professional services establishments and/or uses.

"Street" means any public street, avenue, boulevard, road, lane, parkway, viaduct, alley, or other way for the movement of vehicular or pedestrian traffic, or a public street or way shown upon a plat, heretofore approved, pursuant to law or approved by official action; and includes the land between street lines, whether improved or unimproved, and may comprise pavement shoulders, sidewalk, curb, gutter, parking areas, and other areas within the right-of-way.

"Trip-end" means a trip to or from an origin or destination. A trip-end is the standard unit of measure for trip generation and can be measured as one (1) pass by a traffic counter. Two (2) trip-ends are involved in a simple round trip. Round trips with multiple stops include "pass-by trips" at the destinations between the beginning and end of the trip.

9-2a-3 Road Utility Fund. There is hereby created a Road Utility Enterprise Fund, to be reported as an enterprise fund, to be funded by a fee ("fee") assessed by the City within the corporate limits of Kaysville City. Such fee shall be established by resolution of the City Council in such amounts as deemed necessary to provide funds to properly improve and maintain City streets.

The Road Utility shall operate independently of City operations funded by the General Fund except in the addition of Class C funds and unless so altered by the Kaysville City Council.

A. The amount of the fee shall be adopted in the Consolidated Fee Schedule, which may be amended as needed by resolution of the City Council. The amount of the fee charged shall be based upon the following land use categories and subcategories:

1. Residential.

- a. Residential Class A: single-family dwelling units.
- b. Residential Class B: two-family dwelling units.
- c. Residential Class C: multiple-family dwelling units.

2. Non-residential.

B. The fee for each land use category and subcategory shall be based on the relative share of aggregate trips each category and subcategory generates. Trips for residential and non-residential uses shall be based on trip-generation rates as identified in the most recent edition of the Institute of Transportation Engineers (ITE) Trip General Manual. Accommodations may be made to acknowledge certain financial contributions made by certain classes in the Non-residential category.

9-2a-4 Road Utility Fee. The Road Utility Fee shall be billed and collected with and as part of the monthly consolidated utility bill. The person(s) responsible for payment of the fee shall be the same person(s) responsible for payment of the Kaysville City Water utility including Kaysville City buildings and other locations serviced with a Water Utility bill. All such bills shall be rendered monthly by the City and shall become due and payable in accordance with the rules and regulations adopted by the City pertaining to the collection of utility fees, and the City's finance officers shall place all such fees so collected into the fund to be deposited and separately kept to be used only for the road utility purposes provided herein.

9-2a-5 Billing and Fund Dedication. All funds collected by the City from this fee shall annually be paid into the Road Utility Fund, which is hereby created as an established enterprise fund in the City budget. Such revenues shall be used solely for the purposes of the operation, equipment, improvement, and maintenance of Kaysville City streets with the exception of approved administrative costs.

To ensure proper accountability, each year during the annual budget process, the City Council shall receive a report detailing the income and expenditures of the fund including a detailed accounting of the road work performed during the previous twelve (12) month period. This report shall be in writing and shall be presented at a meeting of the City Council.

Upon creation of the utility, all of the roadway facilities and assets shall be transferred to the Enterprise Fund in consideration for the roadway utility assuming primary responsibility for planning, design, construction, maintenance, administration, and operation of the city roadway system.

The City Council finds that all city utilities, including the road utility, are interrelated services that are part of a unified City plan to provide health, safety, and welfare of the City and its residents. In the regular utility bill for any property, the road utility fee shall be charged to the user of the property. The fee shall be deemed a civil debt owed to Kaysville City. Failure to pay any portion of this or any other utility bill may result in the termination of utility service.

9-2a-6 Appeals. Any person who disputes the amount of the fee, or disputes any determination made by or on behalf of the City pursuant to and by the authority of this Chapter, may petition the Kaysville City Finance Director for a hearing on a revision or modification of such fee or determination. Such petitions may be filed only once in connection with any fee or determination, except upon a showing of changed circumstances sufficient to justify the filing of such additional petition.

Such petitions shall be in writing, filed with the City Recorder within thirty (30) days of the date of the utility bill containing the disputed charge or the date of the challenged determination. The facts and figures shall be submitted in writing or orally at an administrative hearing scheduled by the Finance Director, or the Finance Director's designee. The petitioner shall have the burden to prove that the amount of the fee is in error.

Within thirty (30) days of filing the petition, the Finance Director shall make findings of fact based on all relevant information, shall make a determination based upon such findings and, if appropriate, modify such fee or determination accordingly.

If the person or entity is not satisfied with the Finance Director's decision, an additional appeal may be made to the City Manager. The appeal authority of the City Manager shall determine whether the record on appeal includes substantial evidence to support the Finance Director's decision.

SECTION III: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IV: Effective Date. This Ordinance shall become effective on July 1, 2018.

PASSED AND ADOPTED this ____ day of April, 2018.

KAYSVILLE CITY,
A Municipal Corporation

Katie Witt
Mayor

ATTEST:

Maria Devereux
City Recorder

STAFF REPORT



COUNCIL MEETING DATE: April 19, 2018

ITEM NO.: 5.d.

TYPE OF ITEM: Action Item

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Preliminary and Final Plat approval for the Deseret Complex Condominiums Subdivision located at 450 South Deseret Drive.

EXECUTIVE SUMMARY:

This commercial property is located between Tri-City Nursery and Boondocks on Deseret Drive and consists of about 7.5 acres. Recently a building permit was issued for a commercial building on what is shown on the plat as lot 4. Ultimately the owner would like to build three more buildings and have the ability to have separate ownership for each building. This plat provides for this by platting the general footprint of each building as a separate lot and providing for the parking and landscape areas to be owned as common area.

The two smaller lots will each accommodate a building of just over 20,000 square feet and the larger lots are about 34,000 square feet. There are no minimum lot sizes or yard requirements for the General Commercial zone

Council Options: Motion to (approve/deny/table) the preliminary and final plat for the Deseret Complex Condominiums Subdivision.

Recommended Options: The Planning Commission held a public hearing for this item on 3/8/18 and voted unanimously to recommend approval of the proposed preliminary and final plat.

Fiscal Impact & Fund Source for Recommended Action: N/A

Attachments: Area Map
Plat Map
Site Plan

Deseret Complex



DESERET COMPLEX CONDOMINIUMS

CONDOMINIUM PROJECT

A PART OF THE NORTHWEST QUARTER OF SECTION 3,
AND THE NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, KAYSVILLE CITY
DAVIS COUNTY, UTAH

LEGEND

- BOUNDARY LINE
- SECTION LINE
- EASEMENT LINE
- LOT LINE
- SECTION CORNER
- WITNESS CORNER AS DESCRIBED
- BAR & CAP OR NAIL & WAGHER TO BE SET STAMPED SILVERPEAK ENG OR AS DESCRIBED
- PRIVATE OWNERSHIP
- COMMON AREA (INCLUDES HALLS, GIRDERS AND STRUCTURAL SUPPORT BEAMS)

GENERAL NOTES:

- PROPERTY IS ZONED GC.
- FOR PRINCIPAL STRUCTURES THERE ARE NO LOT SIZE OR YARD REQUIREMENTS EXCEPT THAT WHERE A LOT IN THE GENERAL COMMERCIAL DISTRICT ADJUTS A RESIDENTIAL DISTRICT, THE YARD ADJUTING THE RESIDENTIAL DISTRICT SHALL BE AT LEAST TWENTY FEET (20').
- PRIVATE OWNERSHIP ENVELOPE AROUND BUILDING EXTENDS FROM OUTERMOST FACING OF EXTERIOR WALL.

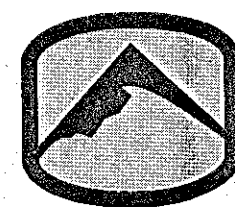
NARRATIVE

THIS SURVEY AND SUBDIVISION PLAT WAS REQUESTED BY AND PREPARED FOR MR. CRAIG SALMON FOR THE PURPOSE OF SUBDIVIDING AND DEVELOPMENT THE HEREON DESCRIBED PARCEL OF GROUND.

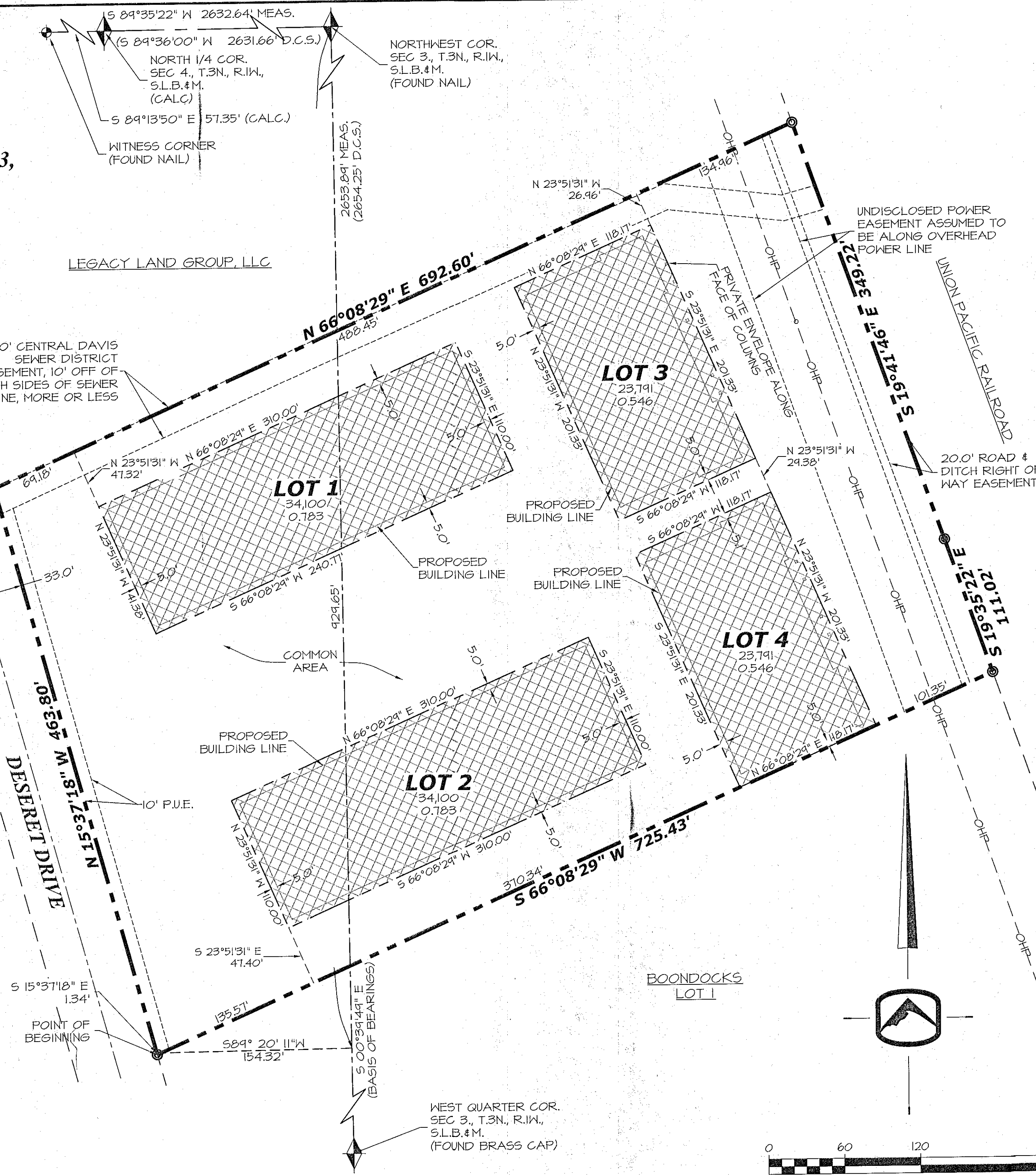
BRASS CAP MONUMENTS WERE FOUND AT THE NORTHWEST AND WEST QUARTER CORNERS OF SECTION 3, AND THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. A LINE BEARING SOUTH 0°34'41" EAST BETWEEN SAID NORTHWEST CORNER AND WEST QUARTER CORNER OF SAID SECTION 3 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

A RECORD OF SURVEY PREPARED BY BALLING ENGINEERING FOR LEGACY OFFICE COMPANIES, LLC, DATED JULY 20, 2007, AND A SUBDIVISION PLAT FOR BOONDOCKS-FINAL PLAT, PREPARED BY WARD ENGINEERING, AND RECORDED MARCH 30, 2009, WERE USED AS REFERENCE FOR THIS SURVEY. THE PROPERTY LINES OF RECORD WERE MEASURED ON THE GROUND AND HONORED. A TWO (2) SECOND (1) ROTATION WAS AFFLIED TO THE RECORD BEARINGS TO MATCH THE DAVIS COUNTY SURVEY BEARING FOR THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3. PROPERTY CORNERS ARE SET AS INDICATED HEREON.

SILVERPEAK
ENGINEERING



177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065



SURVEYOR'S CERTIFICATE

I, **JASON T. FELT**, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. **4224222** IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT IN THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT IN ACCORDANCE WITH SECTION 17-23-17, AND BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, AND DESCRIBED BELOW, BASED ON APPLICABLE DATA COMPILED FROM OFFICIAL RECORDS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, AND EASEMENTS, HEREAFTER TO BE KNOWN AS:

DESERET COMPLEX CONDOMINIUMS

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

DATE

BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST CORNER OF SECTION 3, AND THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, KAYSVILLE CITY, DAVIS COUNTY, UTAH.

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY OF DESERET DRIVE, SAID POINT BEING SOUTH 0°34'41" EAST 429.65 FEET ALONG THE SECTION LINE, SOUTH 89°20'11" WEST 154.32 FEET, AND SOUTH 15°37'18" EAST 134 FEET ALONG SAID EASTERLY LINE FROM THE NORTHWEST CORNER OF SAID SECTION 3, THENCE NORTH 15°37'18" WEST 463.80 FEET ALONG SAID EASTERLY LINE, THENCE NORTH 66°08'29" EAST 692.60 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, THENCE TWO (2) COURSES ALONG SAID WESTERLY LINE AS FOLLOWS: (1) SOUTH 19°41'46" EAST 349.22 FEET, AND (2) SOUTH 19°35'22" EAST 111.02 FEET TO THE NORTHEAST CORNER OF BOONDOCKS - FINAL PLAT, AS RECORDED WITH THE DAVIS COUNTY RECORDS; THENCE SOUTH 66°08'29" WEST 725.43 FEET ALONG THE NORTHERLY LINE OF SAID BOONDOCKS - FINAL PLAT TO THE POINT OF BEGINNING.

CONTAINS: 325,482 SQ.FT. OR 7.472 ACRES

OWNER'S DEDICATION

WE THE UNDERSIGNED OWNER(S) OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AS SHOWN HEREON AND NAME SAID TRACT.

DESERET COMPLEX CONDOMINIUMS,

AND DO HEREBY GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREOF AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS AND DO HEREBY GRANT AND DEDICATE A ROADWAY AS SHOWN HEREON, BEING THE MOST WESTERLY 33.00 FEET OF SAID SUBDIVISION, TO KAYSVILLE CITY FOR PUBLIC USE.

IN WITNESS WHEREOF _____ HAVE HERE UNTO SET _____ THIS
DAY OF _____ A.D., 20____

CRAIG SALMON, SALMON HVAC

ACKNOWLEDGMENT

STATE OF UTAH } ss
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY
OF _____, 2018 BY _____

RESIDING AT: _____ NOTARY PUBLIC (PRINT NAME)

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC SIGNATURE

DESERET COMPLEX CONDOMINIUMS

CONDOMINIUM PROJECT

A PART OF THE NORTHWEST QUARTER OF SECTION
3, AND THE NORTHEAST QUARTER OF SECTION 4,
TOWNSHIP 3 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, KAYSVILLE CITY
DAVIS COUNTY, UTAH

CITY COUNCIL APPROVAL

APPROVED THIS _____ DAY OF
20____ BY THE KAYSVILLE CITY COUNCIL.

ATTEST:

KAYSVILLE CITY RECORDER

KAYSVILLE CITY MAYOR

CITY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF
20____ BY THE KAYSVILLE
CITY ENGINEER.

KAYSVILLE CITY ENGINEER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF
20____ BY THE KAYSVILLE PLANNING COMMISSION.

CHAIRMAN, KAYSVILLE CITY PLANNING
COMMISSION

CITY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF
20____ BY THE KAYSVILLE CITY ATTORNEY.

KAYSVILLE CITY ATTORNEY



FROM STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

STAFF REPORT



MEETING DATE:

ITEM NUMBER: 5.e.

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: Donation Agreement regarding a Water Tank on the Frost Property

EXECUTIVE SUMMARY: City staff has been working with Compass Development Holdings to potentially annex property at the north-east corner of the current Kaysville City boundaries. Compass Development is still finalizing some outstanding concerns before they can close on the property. Meanwhile, UDOT is planning to remove an existing Kaysville City Water tank as they widen Highway 89. These two events are at an intersection. UDOT needs the City to begin design of the new water tank; Compass Development wants that tank to service the property they hope to develop. This agreement would facilitate both UDOT's and Compass's concerns and allow the City to limit the risk of designing a water tank on property not currently accessible by the City.

COUNCIL OPTIONS: 1) Adopt the letter from Compass Development agreeing to design a water tank on the Frost property; 2) Adopt the letter with any amendments the Council deems appropriate; or 3) Not adopt the letter and remand to Staff with directions.

RECOMMENDED OPTIONS: City Staff recommends the Council make the following motion:

"I move that the City Council adopt the letter from Compass Development agreeing to design a water tank on the Frost property and authorize the mayor to execute the letter on the City's Behalf."

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION: None

ATTACHMENTS:



COMPASS HOLDINGS DEVELOPMENT, LLC

854 North 240 East
Kaysville, Utah 84037

April 19, 2018

CONFIDENTIAL

Shayne Scott
City Manager
Kaysville City
23 East Center Street
Kaysville, Utah 84037

Re: Design of New Water Storage Tank in Kaysville

Dear Shayne:

This letter is addressed to Kaysville City (the “City”) by Compass Holdings Development, LLC, (the “Developer”) in connection with the proposed Agreement for the Annexation and Development of Land (the “Annexation Agreement”) between the City and Frost Family Real Estate, LLC (the “Owner”). As a result of UDOT expansion, the City will be required to replace its existing water tank located adjacent to Highway 89 (the “Existing Water Tank”). The Developer is working on a proposed development of the property identified as tax parcel 110360031 in Davis County, Utah, containing approximately 37.5 acres (the “Frost Property”). The City is contemplating replacing the Existing Water Tank with a new water tank east of Highway 89 (the “New Water Tank”) at a location near or about Green Road or at a mutually agreed upon location on the Frost Property. The Developer is working with the City to obtain the entitlements necessary to develop the Frost Property. It is anticipated that pursuant to the Annexation Agreement, the Owner will be required to make certain payments toward the New Water Tank, but such payments will not be due until after the City has begun the design of the New Water Tank. The City desires to begin the preliminary design of the New Water Tank approximately April 20, 2018 (the “Preliminary Design Date”). The Developers desire that the New Water Tank be placed on the Frost Property so that it can service the Frost Property and the City. The Developers are willing to pay the City the preliminary third party costs to design the New Water Tank provided the City designs the New Water Tank so that it can be situated at an agreed upon location on the Frost Property while the Developer continues to work to obtain the entitlements necessary to develop the Frost Property. The City is willing to have the New Water Tank designed so that it can be situated on the Frost Property, but should the development of the Frost Property not occur, the City does not want to be responsible for the third party costs of the preliminary design of the New Water Tank.

Accordingly the Developer and City agree as follows:

(1) The Developer will pay to the City \$10,000 (the “*Initial Payment*”) toward the third party design costs of the New Water Tank no later than the Preliminary Design Date;

(2) The City will arrange for the New Water Tank to be designed so that the New Water Tank will be situated at an agreed upon location on the Frost Property;

(3) No later than July 1, 2018, the Developer shall notify the City if it intends to continue to pursue having the New Water Tank situated on the Frost Property. If the Developer intends to continue to pursue having the New Water Tank situated on the Frost Property, then the Developer shall pay to the City the difference between the actual engineering costs expended through July 1, 2018 and the Initial Payment (the “*Second Payment*”).

(4) The City acknowledges and agrees that by Developer making the Second Payment the City will continue with the design of the New Water Tank to be situated at an agreed upon location on the Frost Property at least through August 1, 2018. If by August 1, 2018, the Annexation Agreement has not been signed the Owner (or the then current owner of the Frost Property), the City may proceed to change the location of the New Water Tank to a location other than Frost Property.

(5) The City acknowledges and agrees that the Initial Payment and the Second Payment shall be applied against any payment towards the New Water Tank to be required of Owner under any forthcoming Annexation Agreement.

(6) Developer will arrange with Property Owner to grant City access to the Frost Property to design the New Water Tank. City will provide developer 72 hours notice prior to entering the Frost Property. If Developer does not grant access to the City, Developer acknowledges that City will be unable to design the New Water Tank on the Frost Property.

(7) City and Design Group agrees to share the studies and results of the testing and designs with Developer, City/Design Group agree to return the Frost Property back to its original condition and is responsible for any damage caused by the City/Design Group to the Frost Property.

If the foregoing accurately reflects the basic terms and conditions upon which the City would be willing to consummate the transactions contemplated by this letter, please execute one copy of this letter and return it to the Developer by or before 5:00 p.m. Mountain Time on April 20, 2018. Unless this letter is executed by the City and a copy received by Developer by that date and time, this letter will be deemed to have been automatically withdrawn and to be of no further force or effect.

Very truly yours,

Compass Holdings Development, LLC

By: _____

Name: Matthew J. Yeates
Title: Member

AGREED TO AND ACCEPTED THIS ____ DAY OF _____, 2018.

KAYSVILLE CITY CORPORATION

By: _____
Katie Witt, Mayor

Attest:

By: _____
Maria Devereux, City Recorder

STAFF REPORT



COUNCIL MEETING DATE: April 19, 2018

ITEM NO.: 5.f.

TYPE OF ITEM: Action

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Approval of a contract with Sunrise Engineering to design a new City Water Tank.

EXECUTIVE SUMMARY:

As the Council is aware, UDOT is actively working on a design to widen HWY-89. This widening will cause one of the City's water tanks to be removed. UDOT would like the new water tank to be completed prior to the existing tank being taken out of service. UDOT is also willing to pay for the replacement of the tank. In order to meet the timeline requested by UDOT, the City needs to begin the design of the tank now.

The City is also considering a request to annex certain property east of HWY-89, of which a portion cannot be served by the City's current water system. The developers of this property have asked the City to locate the replacement tank in a location that could serve their property. The City is considering an agreement where the developer would pay for the design of the tank on their preferred location. If the annexation does not happen, the City may place the tank on another site which is already owned by Kaysville.

Staff solicited proposals for the design work, and after consideration selected Sunrise Engineering as the company best suited for this project. Sunrise has submitted an Agreement for Engineering and Technical Services with Work Release no. 1. Work Release no.1 is for the design and bidding of the project. It is anticipated that a Work Release no.2 will be negotiated for any help the City may need for construction engineering when the project is ready to construct.

Council Options:

Recommended Options:

Staff recommends that the Council approve the Agreement for Engineering and Technical Services with Work Release no. 1 with Sunrise Engineering for the design of a new water tank in the amount of \$42,000.

Fiscal Impact & Fund Source for Recommended Action:

This project will be funded with existing water funds and is expected to be reimbursed by UDOT and the developer.

Attachments:

- 1) Agreement and Work Release no.1
-

AGREEMENT

FOR

**ENGINEERING AND
TECHNICAL SERVICES**

KAYSVILLE CITY

AND

SUNRISE ENGINEERING, INC.



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. PURPOSE AND EFFECT OF THIS AGREEMENT	4
1.1 Work Releases	4
1.2 The Engineering Contract for the Services	4
1.3 Conflicts Between Agreement and Work Release	4
1.4 Term of Agreement	4
1.5 Services Expansion.....	4
1.6 Execution of New Agreement for Engineering and Technical Services.....	4
1.7 Prior Services	4
ARTICLE 2. ENGINEER’S RESPONSIBILITIES	5
2.1 Engineer’s Services	5
2.2 Right to Retain Subconsultants	5
2.3 Standard of Skill and Care.....	5
2.4 Compliance with Laws	5
2.5 Reliance on Owner Furnished Information	5
2.6 Non-Negligent Errors	5
2.7 Construction Phase Services	5
2.8 Observations of the Work.....	6
2.9 Site Operations	6
2.10 Soil Conditions	6
2.11 Interpretations and Decisions	6
2.12 Opinions of Probable Construction Costs	7
2.13 Unknown Conditions.....	7
2.14 Hazardous Materials.....	7
2.15 Certificates.....	8
2.16 Confidentiality	8
2.17 Conflicts of Interest	8
2.18 Promotional Materials	8
2.19 Independent Contractor	8
ARTICLE 3. SCHEDULE FOR SERVICES.....	8
ARTICLE 4. CONSIDERATION AND PAYMENT	8
4.1 Consideration.....	8
4.2 Invoices	9

4.3 Over Due Payments	9
ARTICLE 5. OWNERSHIP AND RIGHTS IN INSTRUMENTS OF SERVICE	9
5.1 Instruments of Service	9
5.2 Authorized Use	9
5.3 Restrictions on Use	9
5.4 Indemnity for Unauthorized Use	9
5.5 Survival of Obligations	9
ARTICLE 6. CHANGE IN SERVICES	10
6.1 Accomplishing Changes in Services	10
6.2 Circumstances Justifying a Change in Services	10
6.3 Providing Evidence	10
ARTICLE 7. CLIENT’S RESPONSIBILITIES	10
7.1 Obligation to Make Payment	10
7.2 Obligation to Provide Information	10
7.3 Obligation to Provide Professional Services	10
7.4 Obligation to Give Notice of Fault or Defect	10
7.5 Obligation to Give Evidence of Financial Arrangements	10
7.6 Other Obligations of the Engineering Contract	10
ARTICLE 8. INDEMNIFICATION	10
8.1 ENGINEER’s General Agreement to Indemnify	10
8.2 CLIENT’s General Agreement to Indemnify	10
8.3 ENGINEER’s Agreement to Indemnify for Infringement	10
8.4 CLIENT’s Agreement to Indemnify for Infringement	11
8.5 Survival of Obligations	11
ARTICLE 9. INSURANCE	11
9.1 ENGINEER’s Insurance Coverages	11
9.2 Professional Liability Insurance	11
ARTICLE 10. CLAIMS AND LIABILITIES	11
10.1 Consequential Damages Waiver	11
10.2 Limitation of Liability	12
10.3 Certificate of Merit	12
10.4 Betterment	12
10.5 Survival of Obligations	12
ARTICLE 11. DISPUTE RESOLUTION	12
11.1 Non-Binding Mediation	12

11.2	Binding Dispute Resolution	12
11.3	Continued Performance of Services	13
ARTICLE 12. SUSPENSION AND TERMINATION		13
12.1	ENGINEER's Termination/Suspension of Services for Non-Payment	13
12.2	Suspension of Services for CLIENT's Convenience	13
12.3	Termination for Convenience.....	13
12.4	Termination for Cause.....	13
12.5	Compensation Due Upon Termination.....	13
12.6	Effect of Termination of Work Release	13
12.7	Effect of Termination of this Agreement	13
ARTICLE 13. MISCELLANEOUS PROVISIONS		14
13.1	Notices.....	14
13.2	Assignments	14
13.3	Persons Bound.....	14
13.4	Third Party Beneficiaries.....	15
13.5	Nonwaiver	15
13.6	Severability.....	15
13.7	Employment Fees	15
13.8	Governing Law	15
13.9	Execution.....	15

**KAYSVILLE CITY
AND
SUNRISE ENGINEERING, INC.**

**AGREEMENT
FOR
ENGINEERING AND TECHNICAL SERVICES**

This Agreement for Engineering and Technical Services (this “Agreement”) is entered into by and between KAYSVILLE CITY (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER) to be effective as of the 10th day of April, 2018.

CLIENT and ENGINEER agree as follows:

ARTICLE 1. PURPOSE AND EFFECT OF THIS AGREEMENT.

1.1 Work Releases. It is the intention of CLIENT to award to ENGINEER projects for the performance of engineering and/or technical services (a “Relevant Project”) through the execution by CLIENT and ENGINEER of Work Releases substantially in the form attached hereto as Exhibit “A” (a “Work Release”) that reference this Agreement and incorporate into the Work Release for the Relevant Project the terms, conditions, promises and obligations of this Agreement. It is understood and agreed that CLIENT shall have no legal obligation or duty created by the execution of this Agreement to award any Relevant Project to ENGINEER or to execute any Work Release with ENGINEER. Nothing in this Agreement is to be construed as granting to ENGINEER exclusive rights to perform any or all of CLIENT’s requirements for engineering and/or technical services. It is understood and agreed that ENGINEER shall have no legal obligation or duty created by the execution of this Agreement to accept the award of any Relevant Project offered to ENGINEER by CLIENT or to execute any Work Release with CLIENT.

1.2 The Engineering Contract for the Services. If CLIENT and ENGINEER execute a Work Release for a Relevant Project that incorporates by reference this Agreement, this Agreement and the Work Release and any modifications made to this Agreement and/or the Work Release made by CLIENT and ENGINEER in writing (collectively, this Agreement, the Work Release and any written modifications to this Agreement and/or the Work Release with respect to the Relevant Project are collectively referred to as the “Engineering Contract”) shall form the entire and integrated agreement between CLIENT and ENGINEER for ENGINEER’s engineering and/or technical services for the Relevant Project as described in the Engineering Contract (the “Services”).

1.3 Conflicts Between Agreement and Work Release. In the event of any direct conflict between the terms, conditions, promises and/or obligations of this Agreement and the terms, conditions, promises and/or obligations of a Work Release for a Relevant Project that incorporates this Agreement by reference, the terms, conditions, promises and obligations of the Work Release for the Relevant Project shall supersede and replace the directly conflicting terms, conditions, promises and obligations of this Agreement, but only with regard to the Relevant Project.

1.4 Term of Agreement. The term of this Agreement shall be for a period of two years from the effective date of this Agreement. This Agreement shall automatically be extended for additional one-year terms provided that neither party to this Agreement, nor its successors or assigns, terminates this Agreement.

1.5 Services Expansion. CLIENT reserves the right to expand or increase the scope of consulting services including award of additional phases of consulting services to ENGINEER without conducting additional procurement procedures.

1.6 Execution of New Agreement for Engineering and Technical Services. This Agreement shall not be binding on CLIENT or ENGINEER as to any project for which a Work Release has been executed by CLIENT and ENGINEER which Work Release incorporates by reference another agreement between CLIENT and ENGINEER, even if this Agreement has not been terminated.

1.7 Prior Services. If any of the Services are performed by ENGINEER or ENGINEER’s Consultants prior to the effective date of this Agreement and/or the Work Release for the Relevant Project, such Services shall be governed

by the terms, conditions, promises and obligations of the Engineering Contract to the same extent as if such Services had been performed after the effective date of this Agreement and the Work Release for the Relevant Project.

ARTICLE 2. ENGINEER'S RESPONSIBILITIES.

2.1 Engineer's Services. ENGINEER shall perform the Services for each Relevant Project as are described in the Work Release for that Relevant Project. This Agreement shall be incorporated by reference into each Work Release for a Relevant Project to be governed by the terms, conditions, promises and obligations of this Agreement.

2.2 Right to Retain Subconsultants. ENGINEER may use the services of subconsultants in the performance of the Services ("ENGINEER's Consultants") when, in the ENGINEER's sole opinion, it is appropriate to do so. Such persons and entities include, but are not limited to, specialized consultants and testing laboratories. ENGINEER's use of subconsultants in the performance of a Change in Services (defined in Section 6.1 of this Agreement) shall not be unreasonably restricted by CLIENT. ENGINEER will engage the services of the subconsultants, if any, required to be engaged by ENGINEER in the Work Release for the Relevant Project to perform the Services. CLIENT shall furnish the services of all other consultants reasonably required for the Relevant Project (but not required to perform ENGINEER's Services), unless CLIENT and ENGINEER mutually agree that ENGINEER shall engage such additional consultants as a Change in Services. Nothing in this Section 2.2 shall be construed to require that ENGINEER agree to engage any additional consultants as a Change in Services.

2.3 Standard of Skill and Care. The Services (whether performed by ENGINEER or ENGINEER's Consultants) shall be performed in accordance with the standard of skill and care ordinarily exercised by licensed professionals of the same discipline in the state in which the Relevant Project is located on projects of similar size and scope and under like circumstances. ENGINEER shall ensure that the Services and Instruments of Service provided under this Agreement and each Engineering Contract will not infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party. ENGINEER shall be responsible for all services provided under the Engineering Contract, whether such services are provided directly by ENGINEER or by ENGINEER's Consultants. ENGINEER disclaims that any warranties, expressed or implied are made or intended by ENGINEER regarding the ENGINEER'S Services or the Instruments of Services or regarding any other matter.

2.4 Compliance with Laws. ENGINEER and/or ENGINEER's Consultants shall review laws, codes and regulations applicable to the Services and shall exercise the standard of skill and care required by Section 2.3 of this Agreement to comply with the laws, codes and regulations applicable to the Services. ENGINEER specifically disclaims any express warranty or warranty implied by operation of law that the design of the Relevant Project complies with applicable laws, codes and regulations as these laws, codes and regulations are interpreted by governmental authorities with jurisdiction of the Relevant Project or by finders of fact in dispute resolution proceedings. ENGINEER and/or ENGINEER's Consultants shall respond in the design of the Relevant Project to any requirements communicated to ENGINEER by government authorities having jurisdiction over the Relevant Project.

2.5 Reliance on Owner Furnished Information. Unless otherwise notified by CLIENT, ENGINEER and ENGINEER's Consultants shall be entitled to rely upon the accuracy and completeness of services and information furnished by CLIENT and CLIENT's consultants, agents and representatives, and ENGINEER and ENGINEER's Consultants shall have no duty to investigate the accuracy or completeness of such services or information. ENGINEER shall provide notice to CLIENT if ENGINEER or ENGINEER's Consultants become aware of any errors, omissions or inconsistencies in the services or information furnished by CLIENT.

2.6 Non-Negligent Errors. If the Services require the preparation by ENGINEER and/or ENGINEER's Consultants of drawings, specifications or other design documents for construction of improvements to real property, CLIENT acknowledges that there is no perfect set of construction drawings, specifications or other design documents and that inconsistencies, conflicts, errors and omissions in the construction drawings, specifications and other design documents will occur despite the exercise by ENGINEER and ENGINEER's Consultants of the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services. CLIENT acknowledges and agrees that subject to the limitations and conditions of Article 10 of this Agreement, ENGINEER is liable to CLIENT only for those damages suffered by CLIENT caused by inconsistencies, conflicts, errors or omissions in the construction drawings, specifications and other design documents caused by the negligence or intentionally wrongful conduct of ENGINEER or ENGINEER's Consultants.

2.7 Construction Phase Services. When the Services for a Relevant Project include contract or construction administration services, the terms and conditions of any construction contract (the "Construction Contract")

between CLIENT and a contractor ("Contractor") constructing the improvements for the Relevant Project shall be consistent with the Engineering Contract regarding ENGINEER's obligations to perform contract or construction administration services, and shall not purport to require services of ENGINEER different than or in addition to the Services required of ENGINEER by the Engineering Contract. ENGINEER is not a party to the Construction Contract, and the Engineering Contract shall be the sole and exclusive description of ENGINEER's Services and ENGINEER's duties and obligations with respect to ENGINEER's Services.

2.8 Observations of the Work. If ENGINEER is required by the Engineering Contract to make any observations or inspections of the work or services performed by Contractor (the "Work") to construct any of the improvements of the Relevant Project, ENGINEER agrees to perform such observations or inspections using the skill and care required by Section 2.3 of this Agreement solely for the purpose of endeavoring to ascertain if the Work is being constructed in accordance with CLIENT's Construction Contract with Contractor. By performing such observations or inspections, ENGINEER does not warrant or guarantee to CLIENT that the Work conforms to the requirements of the Construction Contract, ENGINEER does not accept or assume any responsibility or liability for any acts or omissions of Contractor or accept or assume any duties or liabilities to Contractor with respect to the Work not performed in accordance with the Construction Contract, and Contractor is not relieved of Contractor's obligations to perform the Work in accordance with the Construction Contract. ENGINEER shall have no duty or responsibility to CLIENT, Contractor or any other person or entity to observe or inspect Contractor's means, methods, techniques or sequences of construction, or Contractor's safety programs or procedures, all of which shall be the exclusive responsibility of Contractor. ENGINEER shall have no responsibility or liability for injuries to persons (including death), damage to property or economic loss caused by Contractor's operations under the Construction Contract. The CLIENT shall indemnify the ENGINEER from and against all injury and damage claims arising out of or based in whole or in part upon the operations of the contractor. ENGINEER shall have no power or authority to stop the Work. The power and authority to stop the Work is possessed exclusively by CLIENT.

2.9 Site Operations. If a Contractor is involved with the Relevant Project, CLIENT agrees that Contractor shall be solely and completely responsible for the conditions at all locations where the Work is performed and at all times that the Work is performed (including Work performed outside of normal business or working hours), including the safety of all persons and property during performance of the Work, and compliance with any applicable health and safety laws or regulations, including the laws and regulations of the United States Occupational Safety and Health Administration ("OSHA") and any similar state or local governmental agencies. It is understood and agreed that ENGINEER shall not be responsible for jobsite safety, and that ENGINEER shall not be responsible for the health or safety of any persons other than ENGINEER's own employees.

2.10 Soils Conditions. Unless the Services specifically require ENGINEER to perform or to engage a subconsultant to perform a soils investigation, to provide or to engage a subconsultant to provide a soils report, or to perform or to engage a subconsultant to perform soils testing, ENGINEER makes no representations concerning soils conditions and ENGINEER shall have no responsibility or liability for the making or failure to make soils investigations or reports, or to the performance or failure to perform any soils testing.

2.11 Interpretations and Decisions. If ENGINEER is required by the Construction Contract between CLIENT and Contractor to evaluate whether Contractor's Work conforms to the requirements of the Construction Contract or to evaluate claims by Contractor or CLIENT to adjustments of the contract price to be paid to Contractor for the Work (the "Contract Price") or the contract time afforded to Contractor to perform the Contractor's Work (the "Contract Time") or any other claims by Contractor or CLIENT for relief under the Construction Contract, or if ENGINEER is required by CLIENT or Contractor to evaluate any Work or claims, or if ENGINEER agrees to evaluate any Work or claims, then ENGINEER shall evaluate such Work or claims as an unbiased neutral third party and such evaluations and decisions made by ENGINEER shall be rendered in good faith and with impartiality. CLIENT agrees that ENGINEER shall not be liable to CLIENT or Contractor for any evaluations or decisions of such Work or claims made by ENGINEER in good faith. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless ENGINEER and ENGINEER's past and current officers, directors, partners, members, employees and agents, and each of them, from and against any claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any such evaluation or decision made by ENGINEER, provided, however, CLIENT shall not be required to indemnify, defend or hold harmless such indemnified parties from or against any claims or liabilities if ENGINEER is adjudicated to have made the evaluation and/or decision with negligence or in bad faith. CLIENT and ENGINEER agree that the obligations set forth in this Section 2.11 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement and/or a Work Release incorporating by reference this Agreement, and/or final payment for ENGINEER's Services for a Relevant Project.

2.12 Opinions of Probable Construction Costs. If ENGINEER's Services include the evaluation of CLIENT's budgets for construction costs or include providing ENGINEER's opinions of probable construction costs, CLIENT understands that ENGINEER has no control over the costs or the prices of labor, equipment or materials, or over Contractor's methods of pricing, and that the evaluations of CLIENT's budgets and/or the opinions of probable construction costs provided by ENGINEER are ENGINEER's professional judgment as a design professional familiar with the construction industry. ENGINEER makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bids or negotiated prices or actual construction costs, and ENGINEER does not represent or warrant that bids or negotiated prices will not vary from CLIENT's budget for the Relevant Project or from opinions of probable construction costs or from evaluations of CLIENT's budgets prepared or agreed to by ENGINEER.

2.13 Unknown Conditions. Conditions or occurrences may be encountered during the performance of the Services and/or the Work that require changes in the Services or impose risks to ENGINEER and/or ENGINEER's Consultants, or their employees or agents, in the performance of the Services not known to ENGINEER when the Work Release for the Relevant Project was executed ("Unknown Conditions"). If Unknown Conditions are encountered, ENGINEER shall promptly notify CLIENT of the Unknown Conditions and the probable impact of the Unknown Conditions on the Services and the Work, and ENGINEER shall consult with CLIENT regarding possible actions, including: (i) suspend the Services and/or the Work until the Unknown Conditions are further studied by CLIENT, and the additional risks imposed by the Unknown Conditions are eliminated by CLIENT or are reduced by CLIENT to levels acceptable to both ENGINEER and CLIENT; (ii) complete the Services in accordance with the scope of Services described in the Work Release, if to do so is agreed by both ENGINEER and CLIENT to be practical; (iii) agree to a Change in Services (defined in Section 6.1 of this Agreement); or (iv) agree to a termination of the Work Release for CLIENT's convenience.

2.14 Hazardous Materials. Unless otherwise provided in the Engineering Contract, ENGINEER and ENGINEER's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Relevant Project site, unless the hazardous materials or toxic substances were brought to the Relevant Project site by ENGINEER or ENGINEER's Consultants. ENGINEER shall have the duty and responsibility to report to CLIENT the presence and location of any hazardous materials or toxic substances at the Relevant Project site which ENGINEER or ENGINEER's Consultants discover. In the event ENGINEER or any other party encounters hazardous materials or toxic substances at the Relevant Project site, or should it become known that such materials or substances are present at the Relevant Project site or its adjacent areas that may affect the performance of ENGINEER's Services, ENGINEER may, at its option, and without liability for consequential or other damages, suspend performance of the Services until CLIENT retains appropriate specialist consultants or contractors to identify, abate and/or remove the hazardous materials or toxic substances and such consultants represent that such hazardous materials or toxic substances have been rendered harmless. CLIENT shall indemnify ENGINEER from and against all claims arising out of or based in whole or in part upon any hazardous materials issues existing at the Relevant Project site.

2.15 Certificates. ENGINEER shall not be required in the performance of the Services to execute certificates that would require knowledge, services or responsibilities beyond the scope of the Engineering Contract. Any certificate or certification provided by ENGINEER pursuant to the Engineering Contract is a statement of professional opinion based on ENGINEER's knowledge, information, and belief exercising that degree of skill and care required in accordance with Section 2.3, and is not an affirmation or warranty of any existing fact or condition.

2.16 Confidentiality. Except for disclosures reasonably necessary to perform the Services of a Relevant Project, ENGINEER shall maintain the confidentiality of any information obtained from or through CLIENT and specifically designated as confidential by CLIENT, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent ENGINEER from establishing a claim or defense in an adjudicatory proceeding. ENGINEER shall require of ENGINEER's Consultants similar agreements to maintain the confidentiality of information obtained from or through CLIENT and specifically designated as confidential by CLIENT.

2.17 Conflicts of Interest. Except with CLIENT's knowledge and consent, ENGINEER shall not engage in any activity, or accept any employment, interest or contribution that will compromise ENGINEER's professional judgment with respect to the Relevant Project.

2.18 Promotional Materials. Unless prohibited by the CLIENT, ENGINEER shall have the right to include photographic or artistic representations of the Relevant Project and of the Services among ENGINEER's promotional and professional materials. ENGINEER's photographic or artistic representations shall not include CLIENT's confidential or proprietary information, if CLIENT has previously advised ENGINEER in writing of the specific information considered

by CLIENT to be confidential or proprietary. CLIENT shall provide professional credit to ENGINEER on the Relevant Project's construction sign and in CLIENT's other promotional materials for the Relevant Project.

2.19 Independent Contractor. ENGINEER shall perform the Services as an independent contractor, and all persons employed by ENGINEER as ENGINEER's employees shall be employees of ENGINEER, not employees of CLIENT in any respect. ENGINEER may not bind CLIENT except as specifically authorized by CLIENT in the Engineering Contract or in another writing. Nothing in this Agreement is intended to, nor shall it be construed to, create a fiduciary relationship between CLIENT and ENGINEER or to impose any fiduciary duties or obligations on ENGINEER with respect to the performance of the Services.

ARTICLE 3. SCHEDULE FOR SERVICES.

The schedule for the performance by ENGINEER of the Services for a Relevant Project shall be stipulated in the Work Release for the Relevant Project. ENGINEER shall periodically update this schedule as the Relevant Project proceeds. The updated schedule shall reflect adjustments to the Relevant Project milestone dates, including the time for performance of the Services, due to Changes in Services (defined in Section 6.1 of this Agreement) and Relevant Project delays not within the control of ENGINEER. The updated schedule shall be submitted to the CLIENT for approval, which approval shall not be unreasonably withheld. Time limits established by this schedule approved by CLIENT shall not, except for reasonable cause, be exceeded by ENGINEER or CLIENT. ENGINEER shall not be responsible for delays in the schedules caused by CLIENT (including changes in the Relevant Project time parameters, Changes in Services, changes in the Work or changes in the Relevant Project budgets), CLIENT's other consultants, Contractor, governmental authorities with jurisdiction over the Relevant Project, or others not subject to the control of ENGINEER.

ARTICLE 4. CONSIDERATION AND PAYMENT.

4.1 Consideration. For satisfactory performance of the Services of a Relevant Project, CLIENT shall pay ENGINEER consideration in the form of fees and expenses in the amounts and using the methods of calculation described in the Work Release for the Relevant Project. Compensation for the Services of a Relevant Project shall be made in accordance with one of three methods, as follows: (i) a negotiated lump sum; (ii) on the basis of hourly rates and reimbursable expenses as described in the Work Release for the time and expenses incurred in the performance of the Services; or (iii) some other mutually agreed upon compensation method described in the Work Release. The specific method of compensation shall be agreed in the Work Release for the Relevant Project.

4.2 Invoices. All invoices submitted to CLIENT for Services performed for a Relevant Project shall contain references to the date of this Agreement and the number of the Work Release issued for the Services. Invoices shall be submitted for the Services of a Relevant Project as required by the Work Release for that Relevant Project. If required by the Work Release, invoices shall contain copies of supporting documents and proof of expenditures on behalf of CLIENT. Unless otherwise required by the Work Release for a Relevant Project, payments on account of Services rendered and for reimbursable expenses incurred shall be made monthly within thirty (30) calendar days of the presentation of ENGINEER's invoice for Services. No deduction shall be made from ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which ENGINEER has been adjudged to be liable.

4.3 Over Due Payments. CLIENT agrees to pay to ENGINEER interest at the rate of eighteen percent (18%) per annum on the unpaid balance due for Services from and after the date payment is due pursuant to the terms of the Engineering Contract. Collection fees and/or attorney fees that are required to collect unpaid invoices shall be paid by the CLIENT.

ARTICLE 5. OWNERSHIP AND RIGHTS IN INSTRUMENTS OF SERVICE.

5.1 Instruments of Service. Drawings, specifications and other documents, including those in electronic form, prepared by ENGINEER and ENGINEER's consultants for a Relevant Project are Instruments of Service for use solely by CLIENT with respect to the Relevant Project. ENGINEER and ENGINEER's Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights. Upon execution of this Agreement, ENGINEER grants to CLIENT a nonexclusive license to reproduce ENGINEER's Instruments of Service for purposes of constructing, using and maintaining the Relevant Project, provided that CLIENT shall comply with all obligations, including prompt payment to ENGINEER of all consideration when due, under the Engineering Contract.

5.2 Authorized Use. CLIENT shall be permitted to authorize Contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by the license granted to CLIENT in Section 5.1 of this Agreement. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Relevant Project is not to be construed as publication in derogation of the reserved rights of ENGINEER and ENGINEER's Consultants.

5.3 Restrictions on Use. CLIENT shall not use the Instruments of Service for future additions or alterations to the Relevant Project or for other projects, unless CLIENT obtains the prior written agreement of ENGINEER and ENGINEER's Consultants. Any unauthorized use or modification of the Instruments of Service shall be at CLIENT's sole risk and without liability to ENGINEER or ENGINEER's Consultants.

5.4 Indemnity for Unauthorized Use. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend and hold harmless ENGINEER and ENGINEER's Consultants and their past and current officers, directors, and partners from and against any and all claims, liabilities, damages, costs and expenses (including reasonable attorneys' fees and costs and expenses of dispute resolution) arising out of or based in whole or in part upon any unauthorized use or modification of the Instruments of Service by CLIENT or any person or entity that obtained the Instruments of Service from or through CLIENT or CLIENT's agents or representatives.

5.5 Survival of Obligations. CLIENT and ENGINEER agree that the obligations set forth in this Article 5 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for ENGINEER's Services for a Relevant Project.

ARTICLE 6. CHANGE IN SERVICES.

6.1 Accomplishing Changes in Services. A change in ENGINEER's Services for a Relevant Project (a "Change in Services") may be accomplished after the execution of this Agreement and the Work Release for the Relevant Project without invalidating the Engineering Contract (i) if the Change in Services is mutually agreed in writing by CLIENT and ENGINEER, or (ii) if the Change in Services is caused by one of the circumstances described in Section 6.2 of this Agreement, ENGINEER gives CLIENT written notice of the circumstance and the Change in Services required thereby, and CLIENT does not give timely written notice to ENGINEER that CLIENT has determined that all or a part of the Change in Services is not required. If CLIENT gives ENGINEER timely written notice that a Change in Services is not required due to one or more of the circumstances described in Section 6.2 of this Agreement, ENGINEER shall have no obligation to provide those services. If CLIENT does not give timely written notice to ENGINEER after receiving a written notice from ENGINEER of a circumstance described in Section 6.2 of this Agreement and the Change in Services required thereby, CLIENT shall be deemed to have authorized ENGINEER to perform the Change in Services. Except for a Change in Services due to the fault of ENGINEER, a Change in Services shall entitle ENGINEER to: (a) an equitable adjustment in ENGINEER's compensation described in the Work Release for the Relevant Project (including fees and reimbursable expenses), as modified by the Change in Services; and (b) an equitable adjustment in the schedule described in the Work Release for the Relevant Project, if the Change in Services affects ENGINEER's time for performance of the Services, as modified by the Change in Services.

6.2 Circumstances Justifying a Change in Services. If any of the following circumstances affect ENGINEER's Services for the Relevant Project, ENGINEER shall be entitled to an adjustment in ENGINEER's schedule and compensation as provided in Section 6.1 of this Agreement.

.1 A change in the instructions or approvals given by CLIENT that necessitate revisions in Instruments of Service;

.2 Enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;

.3 Decisions of CLIENT not rendered in a timely manner;

.4 Significant change in the Relevant Project including, but not limited to, size, quality, complexity, CLIENT's schedule or budget, or the delivery or procurement method; and

.5 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding that had not been anticipated and budgeted for by ENGINEER.

6.3 Providing Evidence. If ENGINEER or an employee of ENGINEER is requested by CLIENT or is compelled by subpoena or other legal process by CLIENT or a third party to provide testimony, documents or evidence in relation to the Services and in connection with any public hearing, dispute resolution proceeding or legal proceeding in which ENGINEER is not a party, CLIENT agrees to compensate ENGINEER on the basis of hourly rates and reimbursable expenses according to ENGINEER's Rate Schedule then in effect for the time and expenses reasonably incurred by ENGINEER in providing such evidence, provided that ENGINEER is not compensated in full for such reasonable time and expenses by the party compelling or requesting the evidence. This obligation shall survive the completion of ENGINEER's Services for the relevant Project.

ARTICLE 7. CLIENT'S RESPONSIBILITIES.

7.1 Obligation to Make Payment. CLIENT shall make timely payment of compensation, including fees and reimbursable expenses, to ENGINEER for the Services.

7.2 Obligation to Provide Information. CLIENT shall provide to ENGINEER full information in a timely manner regarding requirements for and limitations on the Relevant Project.

7.3 Obligation to Provide Professional Services. CLIENT shall furnish the Services of the Consultants, if any, reasonably required for the Relevant Project that ENGINEER is not required to engage in the performance of the Services. CLIENT shall also furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Relevant Project to meet CLIENT's needs and interests.

7.4 Obligation to Give Notice of Fault or Defect. CLIENT shall provide prompt written notice to ENGINEER if CLIENT becomes aware of any fault or defect in the ENGINEER's Services for the Relevant Project, including any errors, omissions or inconsistencies in ENGINEER's Instruments of Service.

7.5 Obligation to Give Evidence of Financial Arrangements. At the written request of ENGINEER, CLIENT shall promptly furnish to ENGINEER reasonable evidence that financial arrangements have been made by CLIENT to fulfill CLIENT's obligations to ENGINEER under the Engineering Contract.

7.6 Obligation to Provide Access. ENGINEER shall have access to the Relevant Project site and to all areas where the Work is performed or located. CLIENT shall procure all permits, licenses, rights-of-entry and access for ENGINEER to enter upon and to perform Services at any public or private property required for ENGINEER to perform the Services.

7.7 Other Obligations of the Engineering Contract. CLIENT shall perform all other obligations of CLIENT with respect to the Relevant Project described elsewhere in this Agreement or in the Work Release.

ARTICLE 8. INDEMNIFICATION.

8.1 ENGINEER's General Agreement to Indemnify. Subject to the limitations and conditions of Sections 2.8 and 2.11 and Article 10 of this Agreement, to the fullest extent permitted by law ENGINEER agrees to indemnify, defend, and hold harmless CLIENT and CLIENT's consultants, and their past and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss adjudicated to have been caused by any negligent act, error or omission or intentionally wrongful conduct of ENGINEER or ENGINEER's Consultants or their employees or agents in the performance of the Services.

8.2 CLIENT's General Agreement to Indemnify. Subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT agrees to indemnify, defend, and hold harmless ENGINEER and ENGINEER's Consultants, and their past and current officers, directors, partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages for injuries to persons (including bodily injury and death), damage to tangible property and economic loss adjudicated to have been caused by any negligent act, error or omission or intentionally wrongful conduct of CLIENT or CLIENT's Consultants or their employees or agents.

8.3 ENGINEER's Agreement to Indemnify for Infringement. Subject to the limitations and conditions of Sections 2.8 and 2.11 and Article 10 of this Agreement, to the fullest extent permitted by law ENGINEER agrees to indemnify, defend, and hold harmless CLIENT and CLIENT's consultants, and their present and current officers, directors,

partners, members, employees and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages caused by infringement or violation of any patent or copyright originating from ENGINEER's services.

8.4 CLIENT's Agreement to Indemnify for Infringement. CLIENT represents and warrants to ENGINEER and ENGINEER's Consultants that CLIENT has ownership of, or the legal authorization or license to use any drawings, specifications, design details or other documents delivered by CLIENT or CLIENT's agents or representatives to ENGINEER or ENGINEER's Consultants for use in connection with the Relevant Project. If any suit, claim or proceeding for infringement or violation of a patent or copyright is based in whole or in part upon any documents provided to ENGINEER, subject to the limitations and conditions of Article 10 of this Agreement, to the fullest extent permitted by law CLIENT shall indemnify, defend, and hold harmless ENGINEER and ENGINEER's Consultants, and their past and current officers, directors, partners, and agents, and each of them, from and against any and all claims, demands, suits, losses, costs and damages caused by the alleged infringement or violation of the patent or copyright.

8.5 Survival of Obligations. CLIENT and ENGINEER agree that the obligations set forth in this Article 8 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for ENGINEER's Services for a Relevant Project.

ARTICLE 9. INSURANCE.

9.1 ENGINEER's Insurance Coverage. ENGINEER agrees to procure, prior to commencing the Services of a Relevant Project, insurance policies with insurance coverage and insurance limits as specified below.

.1	Commercial General Liability Insurance	
	Combined Single Limits per occurrence (covering bodily injury liability and property damage liability)	\$1,000,000
	Annual Aggregate	\$2,000,000
.2	Comprehensive Automobile Liability Insurance	
	Combined Single Limits per occurrence (including bodily injury liability and property damage liability)	\$1,000,000
.3	Worker's Compensation Insurance	Statutory Requirement
.4	Employer's Liability Insurance	\$1,000,000
.5	Professional Liability Insurance	\$1,000,000 per claim; \$2,000,000 annual aggregate

9.2 Professional Liability Insurance. ENGINEER's professional liability insurance is procured on a claims-made basis, expense within limits. The policy of insurance is not project specific. ENGINEER agrees to continue its Professional Liability Insurance in place without interruption for a period of not less than two (2) years from the date final payment is due to ENGINEER for the Services of a Relevant Project. The available insurance limits of the Professional Liability Insurance at any given time are dependent on the payment by the insurance carrier of claims and claim expenses during the applicable policy year.

ARTICLE 10. CLAIMS AND LIABILITIES.

10.1 Consequential Damages Waiver. ENGINEER and CLIENT mutually waive as to one another and as to the present and current officers, directors, partners, members, employees, agents and consultants of one another, any and all consequential damages for claims, disputes or other matters in question arising out of relating to the Engineering Contract or the performance or non-performance of the Services. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or suspension of services in accordance with Article 12 of this Agreement.

10.2 Limitation of Liability. ENGINEER shall procure and maintain the insurance coverage required by Article 9 of this Agreement. CLIENT agrees that the maximum limits therein represents the maximum liability in the aggregate of ENGINEER and ENGINEER's consultants to CLIENT and anyone claiming by, through or under CLIENT, or to any third parties (including, without limitation, any contractors, subcontractors, suppliers or consultants providing any work or services to the Relevant Project or their employees or agents). Any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way relating to a Relevant Project, the Work Release for a Relevant Project, or the Services of a Relevant Project, from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability, or breach of contract or warranty (whether express or implied) of ENGINEER or ENGINEER's Consultants (after collectively, "Claims"), shall not exceed the maximum of the unexhausted and available insurance limits of ENGINEER's insurance policies (the "Limitation of Liability"), affording insurance coverage for the Claims at the time the liability for the Claims is fixed by judgment entered by a court of competent jurisdiction or by the execution of an enforceable Settlement Agreement. CLIENT shall hold ENGINEER and ENGINEER's Consultants, harmless from and against any liability arising or resulting from Claims in excess of the Limitation of Liability.

10.3 Certificate of Merit. CLIENT shall make no claim (directly or in the form of a third-party claim) against ENGINEER for an alleged act, error or omission in the performance of the Services for a Relevant Project, unless CLIENT has first provided to ENGINEER a written certificate executed by an independent engineer, or other design professional of the appropriate discipline, licensed in the state in which the Relevant Project is located, specifying the acts, errors or omissions of ENGINEER and/or ENGINEER's Consultants claimed by CLIENT and certifying that the acts, errors, or omissions of ENGINEER and/or ENGINEER's Consultants claimed by CLIENT violate the standard of skill and care required by Section 2.3 of this Agreement applicable on the date of such alleged acts, errors or omissions of ENGINEER and/or ENGINEER's Consultants. Such certificate shall be provided to ENGINEER not less than thirty (30) calendar days prior to the institution of any legal or equitable proceedings against ENGINEER by CLIENT for such alleged acts, errors or omissions.

10.4 Betterment. ENGINEER acknowledges and agrees that he shall be liable to CLIENT for damages suffered by CLIENT caused by failure of ENGINEER or ENGINEER's Consultants to exercise the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services for a Relevant Project. CLIENT acknowledges and agrees that if CLIENT would have paid costs or expenses including costs and expenses of construction of the improvements of the Relevant Project, if ENGINEER and/or ENGINEER's Consultants had exercised the standard of skill and care required by Section 2.3 of this Agreement in the performance of the Services for the Relevant Project, such greater costs and expenses as would have been incurred by CLIENT in the absence of negligence or intentionally wrongful conduct of ENGINEER and/or ENGINEER's Consultants shall be deducted from CLIENT's claims for damages as "value added" or "betterment".

10.5 Survival of Obligations. CLIENT and ENGINEER agree that the obligations set forth in this Article 10 shall survive completion of ENGINEER's Services for a Relevant Project, termination of this Agreement or a Work Release incorporating by reference this Agreement and/or final payment for ENGINEER's services for a Relevant Project.

ARTICLE 11. DISPUTE RESOLUTION.

11.1 Non-Binding Mediation. Any claim, dispute or other matter in question arising out of or relating to this Agreement or the Engineering Contract shall be subject to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of ENGINEER's Services, ENGINEER may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation, by arbitration or by litigation in courts of proper jurisdiction. CLIENT and ENGINEER shall endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the applicable Relevant Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. In the event either party to the dispute has need of material information in the possession of the other party in order to prepare for mediation, CLIENT and ENGINEER shall attempt in good faith to agree on procedures for the expedited exchange of information, with the help of the mediator, if required.

11.2 Binding Dispute Resolution. Unless otherwise provided in the Work Release, all claims, counterclaims, disputes and other matters in question between CLIENT and ENGINEER arising out of or related to this

Agreement or the Engineering Contract, or the breach of this Agreement or the Engineering Contract, or the Services performed pursuant thereto, shall be decided in such binding dispute resolution proceedings as CLIENT and ENGINEER shall mutually agree upon in writing after the dispute arises or, in the absence of mutual agreement, in a court of competent jurisdiction within the State in which the applicable Relevant Project is located. Prior to engaging in arbitration (if the parties mutually agree to arbitration after the dispute arises) or litigation, the parties shall endeavor to resolve the dispute by non-binding mediation in accordance with the provisions of Section 11.1 of this Agreement.

11.3 Continued Performance of Services. If ENGINEER elects to continue to perform the Services of the Relevant Project pending the resolution of a dispute, CLIENT shall continue to make payments to ENGINEER of all amounts due ENGINEER under the Engineering Contract that are not in dispute.

ARTICLE 12. SUSPENSION AND TERMINATION.

12.1 ENGINEER's Termination/Suspension of Services for Non-Payment. If CLIENT fails to make payments to ENGINEER for the Services of a Relevant Project in accordance with the Engineering Contract, such failure shall be considered substantial nonperformance and cause for termination of the Work Release for the Relevant Project pursuant to Section 12.4 of this Agreement or, at ENGINEER's option, cause for suspension by ENGINEER of performance of the Services for the Relevant Project. If ENGINEER elects to suspend the Services for the Relevant Project, prior to suspension of the Services, ENGINEER shall give ten (10) calendar days' prior written notice to CLIENT. If the default is not cured by CLIENT in such ten (10) day period after the receipt by CLIENT of such written notice, ENGINEER may suspend the Services for the Relevant Project until the default is cured, or until ENGINEER terminates the applicable Work Release for cause pursuant to Section 12.4 of this Agreement. In the event of a suspension of the Services for a Relevant Project, ENGINEER shall have no liability to CLIENT for delays or damages caused CLIENT because of such suspension of the Services. Before resuming the Services, ENGINEER shall be paid all sums due prior to the suspension of the Services, and any expenses incurred in the interruption and resumption of ENGINEER's Services. ENGINEER's fees and expenses for resuming the Services and the time schedules for the performance of the Services shall be equitably adjusted.

12.2 Suspension of Services for CLIENT's Convenience. CLIENT may, by written notice to ENGINEER, direct ENGINEER to suspend performance of any or all of the Services of a Relevant Project for a period of time specified in the written notice. If such suspension is not occasioned by the fault or negligence of ENGINEER, then ENGINEER shall be compensated for extra fees and costs incurred due to such suspension of ENGINEER's Services of the Relevant Project. Upon receipt of a written notice from CLIENT directing ENGINEER to suspend the performance of the Services of a Relevant Project, ENGINEER shall (i) discontinue the Services in accordance with CLIENT's notice, (ii) unless otherwise provided in CLIENT's notice, enter into no further subcontracts, and (iii) unless otherwise provided in CLIENT's notice, suspend all ENGINEER's existing subcontracts. If CLIENT suspends all or any portion of the Services of a Relevant Project, whether by a single notice for a consecutive period of suspension or by multiple notices for non-consecutive periods of suspension, for a period of time exceeding in the aggregate 120 calendar days, ENGINEER may, at ENGINEER's sole option, terminate the Engineering Contract for the Relevant Project for cause pursuant to Section 12.4 of this Agreement.

12.3 Termination for Convenience. This Agreement and any Work Release may be terminated by CLIENT for CLIENT's convenience and without cause upon delivery to ENGINEER of a written notice of such termination for convenience. This Agreement (but not any Work Release) may be terminated by ENGINEER for ENGINEER's convenience and without cause upon delivery to CLIENT of a written notice of such termination for convenience.

12.4 Termination for Cause. A Work Release for a Relevant Project may be terminated by either party for cause should the other party fail substantially to perform in accordance with the terms of the Engineering Contract through no fault of the party initiating the termination, if within ten (10) calendar days after the receipt of a written notice of default from the party initiating the termination, the party in default does not cure the defaults.

12.5 Compensation Due Upon Termination. In the event of the termination of this Agreement or a Work Release not the fault of ENGINEER, ENGINEER shall be compensated for the Services performed prior to termination, together with reimbursable expenses then due and all expenses directly attributable to the termination for which ENGINEER is not otherwise compensated. In the event of a termination of this Agreement or a Work Release by CLIENT for CLIENT's convenience, and without cause, ENGINEER waives any claim for anticipated fees or profit on the value of the Services not performed by ENGINEER. In the event of a termination of a Work Release by either party for cause, the terminating party shall be entitled to recover from the defaulting party all damages caused by the defaulting party's breach of this Agreement and/or the Engineering Contract and the termination of the Work Release, including, in the case

of a termination by ENGINEER for cause, ENGINEER's anticipated profit on the value of the Services not performed by ENGINEER.

12.6 Effect of Termination of Work Release. The termination of a Work Release as to a Relevant Project shall not terminate this Agreement or the Engineering Contract in respect to any Relevant Project the subject of a Work Release that has not been terminated.

12.7 Effect of Termination of this Agreement. This Agreement and the Engineering Contract shall remain in effect and binding upon CLIENT and ENGINEER after the effective date of the termination of this Agreement as to any Relevant Project for which ENGINEER is performing Services after the effective date of the termination of this Agreement. The Engineering Contract for a Relevant Project shall remain in effect and binding upon CLIENT and ENGINEER after the effective date of the termination of this Agreement and/or the Engineering Contract for a Relevant Project as to any and all terms, conditions, promises or obligations of this Agreement and the Engineering Contract for a Relevant Project that are intended by the parties to survive the completion of the Services with respect to the Relevant Project and/or are intended to survive the termination of the Engineering Contract for a Relevant Project.

ARTICLE 13. MISCELLANEOUS PROVISIONS.

13.1 Notices. All notices given pursuant to this Agreement and the Engineering Contract shall be in writing and shall be given by personal service, or by United States mail. If notice is given by personal service, written notice must be delivered in person to the individual or to a managing agent of the corporate office of a corporation for which notice is intended. If notice is given by United States mail, it must be sent by United States certified mail, return receipt requested, postage prepaid, and it must be addressed to the person or corporate office of a corporation for which notice is intended. All notices pursuant to this Agreement and the Engineering Contract shall be deemed given upon the earlier of the following: (i) the date of personal delivery of the notice to the person or managing agent of the corporate office for which the notice is intended, as evidenced by a sworn statement of the person personally delivering the notice, stating the name of the person to whom the notice was delivered and the date of delivery; or (ii) the date the notice is postmarked, if the notice is sent by United States certified mail. If the last day for giving any notice or taking any action required or permitted under this Agreement or the Engineering Contract falls on a Saturday, Sunday or legal holiday (in the state where the Relevant Project is located), the last day for giving such notice or taking such action shall be the next legal business day. Except as modified by a party by giving the other party written notice of a change, notices shall be given as follows:

.1 Notice to CLIENT shall be delivered or addressed to:

(a) CLIENT's Designated Representative for the Relevant Project identified in the Work Release at the address for such CLIENT's Designated Representative as set forth in the Work Release.

.2 Notice to ENGINEER shall be delivered or addressed to:

(a) ENGINEER's Designated Representative for the Relevant Project identified in the Work Release, at the address for such ENGINEER's Designated Representative as set forth in the Work Release.

13.2 Assignments. Neither CLIENT nor ENGINEER shall assign this Agreement or the Engineering Contract or any right, interest or claim for damages arising under this Agreement or the Engineering Contract without the written consent of the other, except that CLIENT may make a conditional collateral assignment of this Agreement and the Engineering Contract to an institutional lender providing financing for the Relevant Project, conditioned on CLIENT's default in its obligations to such lender regarding the financing for the Relevant Project. In the event the condition of such collateral assignment is satisfied, the lender shall assume CLIENT's rights and obligations under this Agreement and the Engineering Contract. If ENGINEER's Services are affected or delayed by CLIENT's default or the assignment of this Agreement or the Engineering Contract to the lender, ENGINEER's fees for the remaining Services of the Relevant Project and the time schedules for the performance of the remaining Services of the Relevant Project shall be equitably adjusted.

13.3 Persons Bound. CLIENT and ENGINEER, respectively, bind themselves, their partners, members, successors, assigns and legal representatives to the other party to this Agreement with respect to all terms, conditions, promises and obligations of this Agreement and the Engineering Contract.

13.4 Third Party Beneficiaries. Nothing contained in this Agreement or the Engineering Contract shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or ENGINEER. ENGINEER's Services under this Agreement and the Engineering Contract are being performed solely for CLIENT's benefit, and no other person or entity shall have any claim against ENGINEER arising under this Agreement or the Engineering Contract or arising from the performance or non-performance of the Services.

13.5 Nonwaiver. The failure of either party to insist upon or enforce strict performance by the other party of any of the terms, conditions, promises or obligations of this Agreement or the Engineering Contract or to exercise any rights under this Agreement or the Engineering Contract shall not be construed as a waiver or relinquishment to any extent of that party's right to assert or rely upon such terms, conditions, promises, obligations or rights on any future occasion.

13.6 Severability. Any provisions of this Agreement or the Engineering Contract prohibited, or rendered unenforceable, by any local, state or federal law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement and the Engineering Contract.

13.7 Employment Fees. In the event CLIENT hires directly any employee of ENGINEER within one (1) year after final payment is due to ENGINEER for the Services of a Relevant Project, CLIENT agrees to reimburse ENGINEER a monetary amount equal to six (6) months' wages for the employee so hired by CLIENT as an employment fee. The employment fee shall be calculated as six (6) times the gross monthly full-time wages of the employee immediately prior to the hiring.

13.8 Governing Law. This Agreement and the Engineering Contract shall be governed by the laws of the state in which the Relevant Project is located, exclusive of its conflict of laws rules.

13.9 Execution. This Agreement and each Work Release shall be executed by duly authorized representatives of the parties. Those persons executing this Agreement and the Work Releases which incorporate by reference this Agreement represent and warrant to the other party that they are duly authorized to execute this Agreement and the Work Releases and to bind the party for whom they have signed to the terms, conditions, promises and obligations of this Agreement and the Work Releases.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized representatives, this Agreement in duplicate on the respective dates indicated below.

KAYSVILLE CITY

By: _____

ATTEST: _____

Print Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

SUNRISE ENGINEERING, INC.

By: _____

ATTEST: _____

Print Name: Greg Potter, P.E.

Name: _____

Title: Vice President

Title: _____

Date: 4/10/2018

WORK RELEASE NO. 2018-1 COVER SHEET

KAYSVILLE 1.0 MG TANK

KAYSVILLE CITY
23 EAST CENTER STREET
KAYSVILLE, UT 84037

EXECUTION AND EFFECTIVE DATE

This Work Release No. 2018-1 has been executed by the duly authorized representatives of the parties and shall be effective as of the date of execution by CLIENT.

ENGINEER

SUNRISE ENGINEERING, INC.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

KAYSVILLE CITY

By: _____

Name: _____

Title: _____

Date: _____

WORK RELEASE NO. 2018-1

This Work Release is entered into by and between KAYSVILLE CITY (CLIENT) and SUNRISE ENGINEERING, INC. (ENGINEER).

RECITAL

Pursuant to Article 1 of the Agreement for Engineering and Technical Services, dated 10 APRIL 2018, hereinafter referred to as the "Contract", CLIENT and ENGINEER desire to identify certain work and service to be performed by ENGINEER pursuant to the Contract. CLIENT intends to construct a new 1.0 MG underground concrete water tank for which ENGINEER agrees to perform various professional engineering services.

PROJECT DESCRIPTION

Highway 89 is scheduled to be widened in the year 2019. As part of the road widening, an existing one-million gallon tank will need to be demolished and removed in order to create space for the road widening. The CLIENT will need a new 1.0 MG Tank in order to replace the tank being removed. The ENGINEER submitted a proposal for the tank project that was accepted by the CLIENT. The proposal was presented as if the tank, water pipelines, and appurtenances would be located at 1301 Green Road on property owned by Kaysville City. This work release is for the scope of work that was proposed in the submitted proposal.

After meeting with the CLIENT to discuss the project, it is probable that the CLIENT will move the tank site based upon a new development that has been proposed to the CLIENT. Any additional engineering services required by moving the tank site will be negotiated and performed as a new work release. Construction management and observation services will also be negotiated and performed as a new work release.

ARTICLES

It is therefore agreed that ENGINEER will perform the following:

ARTICLE 1. SCOPE OF WORK

Phase 0001- Preliminary Engineering

Task 001 Topographical Survey- A topographical survey will be performed for the desired tank site property. As part of this task we will provide a surface model in CAD. The survey will be performed by ENGINEER's surveyors.

Task 002 Geo-technical Report- ENGINEER will perform a geotechnical evaluation for the tank. Three borings will be drilled using an auger drill rig. Two borings will be drilled to 30-feet below grade or until refusal and the other to 50 feet below grade or until refusal. Soil samples will be collected at 5-foot intervals. A written report will be provided for the tank site.

Task 003 Project Kick-off Meeting- ENGINEER's project manager will meet with CLIENT for one (1) kick-off meeting to discuss all design criteria and to kick-off the project.

Phase 0002- Detailed Design

Task 001- Project Management and Administration: ENGINEER will provide project management for the project. This will include reviewing invoices and communicating with CLIENT on the progress and status of the tank design.

Task 002- UDOT Coordination: This task will account for preliminary coordination with UDOT for any required permits for the project including encroachment permits, access permits, and determining limits of proposed highway 89 project.

Task 003- Civil Design: ENGINEER's civil design team will provide the following plan sheets:

- General Sheets- These sheets include site location map, design criteria, and abbreviations
- Site Plan- Site plan for the 1301 Green Road Site to include overview of required elements on site along with physical coordinates of infrastructure for construction
- Tank Excavation Plan- Includes required excavation requirements for the tank including excavation and fill estimates
- Piping Plan- Piping plan includes one plan sheet for inlet/outlet line of the tank. The sheet shall include a plan and profile for the piping including required fittings and valves. (approximately 600 lineal feet)
- Overflow Piping Plan- Overflow pipe plan includes one plan sheet for overflow pipe. The sheet shall include a plan and profile for the piping including required fittings and valves. (approximately 600 lineal feet)
- Control Vault Plan- Piping plan for a control vault as required
- Final Grading Plan- Final grading plan for the site shall include final grades for the site

Task 004- Structural Design: ENGINEER's structural engineering team will prepare construction drawings for a one million conventional reinforced buried concrete tank along with providing structural design of any required vaults.

Task 005- Electrical Design/SCADA: ENGINEER's electrical design team will meet with CLIENT to evaluate the existing SCADA system in order to ensure compatibility of the new components at the tank site. The team will provide power design for the SCADA system and will spec out level sensors, intrusion alarms, required panels, and control valve requirements.

Task 006- Contract Documents and Specifications: ENGINEER will produce bid documents, contract documents, and technical specifications.

Task 007- Drinking Water Approval: ENGINEER will submit the plans to the Drinking Water Division and obtain approval to construct the water tank.

Phase 0003- Bidding

Task 001- Bidding: ENGINEER will assist the CLIENT with bidding of the project by holding a pre-bid meeting and responding to clarification requests and producing addenda as necessary.

ARTICLE 2. COMPENSATION

Compensation for Work Release No.2018-1 will be as follows:

CLIENT agrees to compensate ENGINEER for Phase 0001 for the lump sum amount of Ten Thousand One Hundred Dollars (\$10,100.00).

CLIENT agrees to compensate ENGINEER for Phase 0002 for the lump sum amount of Twenty-Eight Thousand Four Hundred Dollars 28,400.00).

CLIENT agrees to compensate ENGINEER for Phase 0003 for the lump sum amount of Three Thousand Five Hundred Dollars (\$3,500.00).

******The total Lump Sum amount for the combined scope of services is Forty-Two Thousand Dollars (\$42,000.00). These payments shall be considered complete compensation for all engineering services outlined in this agreement.

Any additional services requested in writing by the CLIENT, not listed above and agreed to by ENGINEER, will be performed as a new work release or as an amendment to this work release at the rates and fees shown in the attached Exhibit A.

ARTICLE 3. INVOICING

Instructions and invoices submitted pursuant to this Work Release shall be sent to:

KAYSVILLE CITY
23 EAST CENTER STREET
KAYSVILLE, UT 84037

Invoices shall be submitted monthly based on the prior month's effort, and are due and payable within (30) thirty days.

SUNRISE ENGINEERING

FEE SCHEDULE

EXHIBIT A

WORK CODE	WORK CLASSIFICATION	HOURLY RATE	WORK CODE	WORK CLASSIFICATION	HOURLY RATE
101	Engineer Intern (E.I.T.) I	\$97	404	CAD Drafter IV	\$101
102	Engineer Intern (E.I.T.) II	\$105	455	Training Specialist	\$130
103	Engineer III	\$133	456	Training Manager	\$156
104	Engineer IV	\$149	460	Training Director	\$180
105	Engineer V	\$169	500	Funding Specialist	\$122
110	Principal Engineer	\$190	510	Plan Reviewer	\$110
121	Electrical Engineer Intern (E.I.T.) I	\$108	511	Building Inspector I	\$65
122	Electrical Engineer Intern (E.I.T.) II	\$118	512	Building Inspector II	\$87
123	Electrical Engineer III	\$134	513	Building Inspector III	\$108
124	Electrical Engineer IV	\$155	525	Building Official	\$126
125	Electrical Engineer V	\$170	601	GIS Tech	\$62
126	Principal Electrical Engineer	\$185	602	GIS Tech II	\$72
301	Engineering Tech I	\$75	604	GIS Specialist	\$95
302	Engineering Tech II	\$92	611	GIS Analyst	\$105
303	Engineering Tech III	\$105	620	GIS Project Manager	\$82
304	Engineering Tech IV	\$129	51	Administrative I	\$44
311	Electrical Tech I	\$81	52	Administrative II	\$57
312	Electrical Tech II	\$92	53	Administrative III	\$72
313	Electrical Tech III	\$102	712	Project Manager	\$160
314	Electrical Tech IV	\$112	721	Water Rights Specialist I	\$94
315	Electrical Tech V	\$123	722	Water Rights Specialist II	\$105
351	Construction Observer I	\$65	723	Water Rights Specialist III	\$119
352	Construction Observer II	\$85	921	Survey Tech	\$75
353	Construction Observer III	\$95	930	Survey CAD Tech	\$100
354	Construction Observer IV	\$105	935	One Man Survey Crew	\$140
401	CAD Drafter I	\$67	940	Survey Manager	\$150
402	CAD Drafter II	\$77	945	Registered Surveyor	\$158
403	CAD Drafter III	\$91	950	Principal Surveyor	\$175

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	\$0.59 per mile	N/A
Field Vehicle (on site)	\$50 per day	N/A
Per Diem Meals	\$57 per day	N/A
Troxler Nuclear Density Gauge	\$40 per day	N/A
High Density Scanner	\$150 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year, and are subject to change on other occasions.

Base 01-2018

STAFF REPORT



COUNCIL MEETING DATE: April 19, 2018

ITEM NO.:

TYPE OF ITEM: Public Hearing and Action Item

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Public Hearing Item and Ordinance adjusting a common boundary with Farmington City annexing 0.69 acres of real property into Kaysville City at 2283 South 350 East.

EXECUTIVE SUMMARY:

The Kaysville City Council approved a resolution of intent to consider this boundary adjustment in March. Since that time the required noticing has been completed and it is now appropriate to consider an ordinance to approve the adjustment of the municipal boundary between Farmington and Kaysville City.

The proposal would remove just over half an acre from Farmington's city limits and that real property would be annexed into Kaysville City. The property owner requested this adjustment in order to build a new home on the property, which had been approved by Farmington City but makes more sense to be in Kaysville City as the access is onto a Kaysville City road and the property could be better served by Kaysville City.

Farmington City is also going through the same process. Even with the approval of an ordinance by Kaysville City, this action cannot go into effect until Farmington City also approves an ordinance. Only once both cities have agreed to the adjustment with the passage of ordinances can the adjustment be recorded and officially changed.

Council Options: The City Council has broad discretion as to whether or not it believes the adjustment is in the interest of the city and may vote to approve, deny, or table the passage of the proposed ordinance.

Recommended Options: Staff recommends that the City Council approve the proposed ordinance for the adjustment of a common boundary with Farmington City.

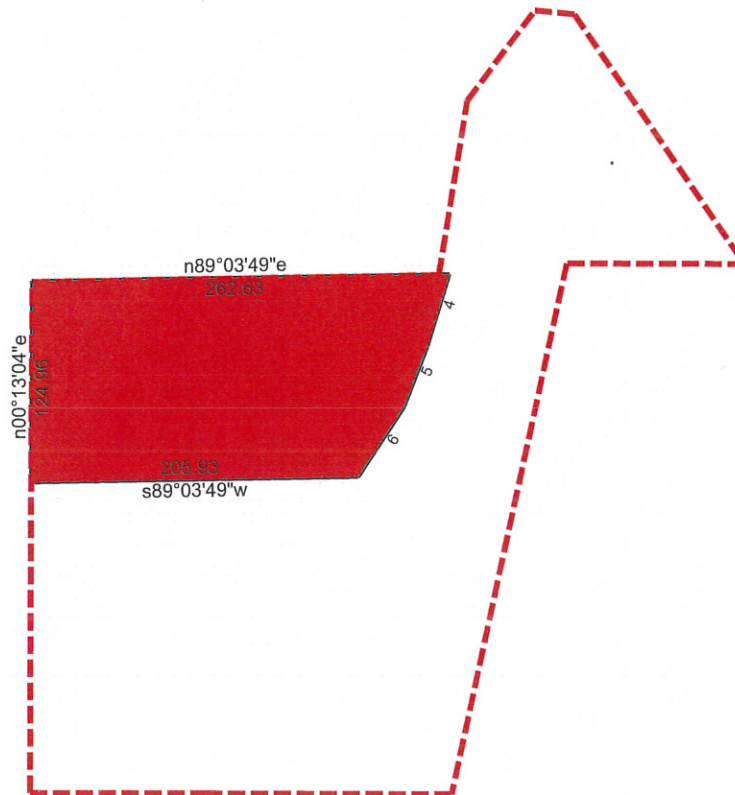
Fiscal Impact & Fund Source for Recommended Action: N/A

Attachments: Location Map
Annexation Boundary Map
Boundary Adjustment Ordinance

2283 South 350 East - Common Boundary Adjustment



Exhibit A



1/31/2018

Scale: 1 inch= 120 feet

File: Kenny Full.ndp

Tract 1: 0.6869 Acres (29920 Sq. Feet), Closure: s69.1343w 0.01 ft. (1/108428), Perimeter=733 ft.

Tract 2: 2.6449 Acres (115210 Sq. Feet), Closure: s86.4212e 0.30 ft. (1/5649), Perimeter=1682 ft.

01 e0.26 n192.71
02 n00.1304e 124.96
03 n89.0349e 262.63
04 s16.4415w 46.67
05 s21.3228w 40.33
06 s33.3011w 52.38
07 s89.0349w 205.93
08 @0 Merged
09 n00.1304e 317.26
10 n89.0356e 255.50
11 n09.2222e 109.62
12 n37.1416e 70.54
13 s84.2503e 25.29

14 s34.4231e 188.52
15 n89.4656w 112.06
16 s12.2744w 337.65
17 n89.4733w 153.1
18 n89.4656w 112

ORDINANCE NO. 18-4-1

AN ORDINANCE ADJUSTING A COMMON BOUNDARY BETWEEN KAYSVILLE CITY AND FARMINGTON CITY AND ANNEXING 0.69 ACRES OF REAL PROPERTY INTO KAYSVILLE CITY.

WHEREAS, Farmington City has property within its municipal boundary which can be better served by Kaysville City; and

WHEREAS, it has been determined to adjust the common boundary with Farmington City along said property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF KAYSVILLE CITY, UTAH:

SECTION I: Enactment.

The following described real property is hereby annexed into the corporate limits of Kaysville City, a municipal corporation of the State of Utah:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY 350 WEST STREET, SAID POINT BEING NORTH 00°03'58" EAST ALONG THE SECTION LINE AND SOUTH 89°03'49" WEST 111.21 FEET FROM THE WEST QUARTER CORNER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°13'04" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 124.96 FEET TO THE SOUTHWEST CORNER OF LTO 6, MEADOW CREEK SUBDIVISION; THENCE NORTH 89°03'49" EAST LONG THE SOUTH LINE OF SAID MEADOW CREEK SUBDIVISION 262.63 FEET TO THE LIMITS OF A ZONE 'A' FLOODPLAIN AS SHOWN IN FEME FIRM PANEL NUMBER 49011C0381E WITH EFFECTIVE DATE JUNE 18, 2007; THENCE SOUTHWESTERLY ALONG SAID LIMITS OF ZONE 'A' FLOODPLAIN THE FOLLOWING THREE (3) COURSES: SOUTH 16°44'15" WEST 46.67 FEET; THENCE SOUTH 21°32'28" WEST 40.33 FEET; THENCE SOUTH 33°30'11" WEST 52.38 FEET; THENCE SOUTH 89°03'49" WEST 205.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,920.49 SQ/FT OR 0.69 ACRES

The same shall thereafter be subject to the Ordinances and Regulations and taxing powers of Kaysville City. This property is assigned the R-1-20 zoning district as shown on the attached map.

SECTION II: Enactment

The City Recorder is hereby directed to file a copy of this Ordinance of boundary adjustment with the County Recorder, Davis County, State of Utah, and thereupon the annexation of this property

shall be deemed complete and the said territory herein described shall be deemed and held to be a part of this City.

SECTION III: Severability. If any section, subsection, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, said portion shall be severed and such declaration shall not affect the validity of the remainder of this ordinance.

SECTION IV: Effective Date. This ordinance shall become effective 20 days after being passed by the City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this 19th day of April 2018

Katie Witt
Mayor

ATTEST:

Maria T. Devereux
City Recorder

I, Maria Devereux, do hereby certify that I am duly appointed, qualified, and acting City Recorder of Kaysville City, Davis County, State of Utah. I further certify that the above, foregoing, and attached Ordinance, entitled “AN ORDINANCE ADJUSTING A COMMON BOUNDARY BETWEEN KAYSVILLE CITY AND FARMINGTON CITY AND ANNEXING 0.69 ACRES OF REAL PROPERTY INTO KAYSVILLE CITY,” constitutes a true and correct copy of such Ordinance passed and adopted by the City Council of Kaysville City on the 19th day of April, 2018, as said Ordinance officially appears in my official Ordinance File of Kaysville City, and on deposit in my office as City Recorder.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and impressed thereon the official seal of Kaysville City, this ____ day of _____, 2018.

Maria T. Devereux
City Recorder

STAFF REPORT



COUNCIL MEETING DATE: April 19, 2018

ITEM NO.: 6. a. i. & ii

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: **IPA Resolution**

EXECUTIVE SUMMARY:

The Intermountain Power Agency (IPA) that runs the Intermountain Power Plant (IPP) located in Delta, Utah, have been working for more than 5 years on a conversion from coal to gas. California cities, which make up over 90% of the actual users of this energy, gave notice to IPA that after 2027 they were no longer interested in this carbon produced energy resource. Since then, members of the project, including Kaysville who owns .739% of the project, have been working on the legal and practical issues surrounding the change from coal to gas. IPA is asking each of the 23 member cities to adopt the enclosed Resolutions that were actually passed two years ago but need further action to acknowledge that the IPA project will be about 840 MW (down from 1,800 as a coal fired plant) and cleans up other contractual language. 100% of the members must adopt these Resolutions for them to take effect.

Bruce presented this Resolution to the Power Commission on April 3 and received a recommendation to forward the Resolutions on to the City Council.

Council Options: Move this item to a future WORK or ACTION agenda.

Recommendation: At this time we recommend that the council move this Resolution to the next meeting and include it on the ACTION portion of the agenda.

Fiscal Impact & Fund Source for Recommended Action: None

Attachments: Resolution Approving Alternative Repowering
 Resolution Approving the Fifth Amendment to IPA Agreement



RESOLUTION NO. 18-4-01

APPROVAL OF ALTERNATIVE REPOWERING

On motion of _____, seconded by _____, at a duly noticed meeting of the Municipal Council of Kaysville City Corporation (the “Council”), held on _____, 2018, the following Resolution was duly adopted:

WHEREAS, Intermountain Power Agency (“IPA”) financed, acquired, constructed and owns the Intermountain Power Project (as more particularly defined in the Power Sales Contract, the “Project”); and

WHEREAS, Kaysville City Corporation (the “Municipality”) is a party with IPA to that certain Power Sales Contract dated September 28, 1978 (as amended from time to time, the “Power Sales Contract”), pursuant to which the Municipality acquired a portion of the capacity and output of the Project through June 15, 2027, as set forth in the Power Sales Contract (each term that is used but not otherwise defined in this Resolution has the meaning ascribed to such term in the Power Sales Contract); and

WHEREAS, the Municipality is also a party with IPA to a Renewal Power Sales Contract, dated January 16, 2017 (the “Renewal Power Sales Contract”), pursuant to which the Municipality acquired a portion of the capacity and output of the Project for a term subsequent to June 15, 2027, as set forth in the Renewal Power Sales Contract; and

WHEREAS, IPA is a party with parties other than the Municipality to power sales contracts that are substantially identical to the Power Sales Contract (such other power sales contracts, together with the Power Sales Contract, being, collectively, the “Power Sales Contracts” and such other parties, together with the Municipality, being, collectively, the “Purchasers”); and

WHEREAS, the Power Sales Contracts established the Intermountain Power Project Coordinating Committee (the “Coordinating Committee”) consisting of representatives of the Purchasers, including the Municipality; and

WHEREAS, IPA is a party with parties other than the Municipality to renewal power sales contracts that are substantially identical to the Renewal Power Sales Contract (such other renewal power sales contracts, together with the Renewal Power Sales Contract, being, collectively, the “Renewal Power Sales Contracts” and such other parties, together with the Municipality, being, collectively, the “Renewal Purchasers”); and

WHEREAS, the Renewal Power Sales Contracts established the Intermountain Power Project Renewal Contract Coordinating Committee (the “Renewal Contract Coordinating Committee”) consisting of representatives of the Renewal Purchasers; and

WHEREAS, Appendix C to the Power Sales Contracts contains a general description of the Project, which description will be revised from time to time to reflect changes to the Project during the term of the Power Sales Contracts; and

WHEREAS, Appendix C to the Renewal Power Sales Contracts contains a general description of the Project, which description will be revised from time to time to reflect changes to the Project during the term of the Renewal Power Sales Contracts; and

WHEREAS, the Project currently includes a two-unit coal-fired electric generating facility located in south central Utah together with associated transmission systems and related facilities; and

WHEREAS, IPA and the Purchasers entered into those certain Second Amendatory Power Sales Contracts dated December 8, 2015 (collectively, the “Second Amendatory Power Sales Contracts”), to amend the Power Sales Contracts to provide for, among other things, the Gas Repowering, which contemplates the construction of facilities for the generation of power at the Project using natural gas rather than coal; and

WHEREAS, Section 44.6 of the Power Sales Contracts provides that one or more modified versions of or alternatives to the Gas Repowering to provide for one or more sources of electric generation in addition to or in substitution, in whole or in part, for the Gas Repowering may be determined to provide increased benefits or to be otherwise advantageous for the Project (as more particularly defined in the Power Sales Contracts, an “Alternative Repowering”); and

WHEREAS, Section 44.6 of the Power Sales Contracts provides that, subject to satisfaction of various conditions, upon approval of an Alternative Repowering by the Coordinating Committee, the Renewal Contract Coordinating Committee and the IPA Board of Directors (the “IPA Board” and, together with the Coordinating Committee and the Renewal Contract Coordinating Committee, collectively, the “Project Governing Bodies”), as of the date of such approval, such Alternative Repowering (a) shall be effective, (b) shall replace any prior plan for repowering the Project, (c) shall constitute the source for electric generation for the Project, and (d) shall constitute a Capital Improvement approved by the Project Governing Bodies; and

WHEREAS, Section 44.1 of the Power Sales Contracts provides that upon the effectiveness of an Alternative Repowering (a) the term “Gas Repowering” (as used in the Power Sales Contracts) shall mean such Alternative Repowering, and (b) without the need for consent of the Purchasers (other than the affirmation, if any, of the Purchasers’ respective representatives that may be necessary for the Coordinating Committee or the Renewal Contract Coordinating Committee to take action to approve the revising of the Power Sales Contracts as described in Section 44.1 of the Power Sales Contracts), the Power Sales Contracts shall be revised to the extent determined by the Project Governing Bodies to be necessary to describe such Alternative Repowering as the source or sources of electric generation for the Project (the resulting revisions being, as more particularly defined in the Power Sales Contracts, the “Alternative Repowering Revisions”); and

WHEREAS, Section 14.6 of the Renewal Power Sales Contracts provides that as of the date of the approval of an Alternative Repowering by the Project Governing Bodies, (a) the term “Gas Repowering” (as used in the Renewal Power Sales Contracts) shall mean such Alternative Repowering, (b) such Alternative Repowering shall constitute the source for electric generation for the Project, (c) such Alternative Repowering shall replace any prior plan for repowering the

Project, (d) such Alternative Repowering shall constitute a Capital Improvement determined to be necessary or desirable by the Coordinating Committee and the Renewal Contract Coordinating Committee, and (e) without the need for consent of the Renewal Purchasers (other than the affirmation, if any, of such Renewal Purchasers' respective representatives that may be necessary for the Coordinating Committee or the Renewal Contract Coordinating Committee to take action to approve the revising of the Renewal Power Sales Contracts as described in Section 14.6 of the Renewal Power Sales Contracts), the Renewal Power Sales Contracts shall be revised to the extent determined by the Project Governing Bodies (simultaneous with or prior to the approval of such Alternative Repowering) to be necessary to describe such Alternative Repowering as the source or sources of electric generation for the Project (the resulting revisions being the "RPSC Alternative Repowering Revisions"); and

WHEREAS, IPA and representatives of the Purchasers (meeting as the Generation and Transmission Subcommittee of the Coordinating Committee (the "Subcommittee")) have concluded that based on developments since the execution of the Second Amendatory Power Sales Contracts, the Purchasers' demand will not support the design capacity of the Gas Repowering currently provided in the Power Sales Contracts; and

WHEREAS, the Subcommittee has concluded that instead of the Gas Repowering, as currently provided in the Power Sales Contracts, it is in the best interest of the Project to provide for a reduced design capacity and alternative design configuration; and

WHEREAS, at a meeting of the Subcommittee convened on February 12, 2018, the Subcommittee agreed by consensus to a general description of an Alternative Repowering providing for such reduced design capacity and alternative design configuration, which description is attached hereto as Appendix 1 (the "Alternative Repowering Description"); and

WHEREAS, based on the Alternative Repowering Description, the Los Angeles Department of Water and Power, as the Project Manager, has developed the Alternative Repowering Revisions which are attached hereto as Appendix 2 (the "Original Power Sales Contract Revisions"); and

WHEREAS, based on the Alternative Repowering Description, the Project Manager has developed a modification to the description of the Project in Appendix C to the Power Sales Contracts, which modification is attached hereto as Appendix 3 (the "PSC Appendix C Revisions"); and

WHEREAS, based on the Alternative Repowering Description, the Project Manager has developed a modification to the description of the Project in Appendix C to the Renewal Power Sales Contracts, which modification is attached hereto as Appendix 4 (the "RPSC Appendix C Revisions") and, together with the PSC Appendix C Revisions, collectively, the "Appendix C Revisions"; and

WHEREAS, the Project Manager has not proposed any RPSC Alternative Repowering Revisions; and

WHEREAS, the Coordinating Committee, by its Resolution No. CC-2018-001 adopted on March 13, 2018 (the "CC Resolution"), acknowledged the Alternative Repowering

Description, the Original Power Sales Contract Revisions and the PSC Appendix C Revisions, recommended that the Alternative Repowering Description, the Original Power Sales Contract Revisions and the PSC Appendix C Revisions be submitted to the Municipality in writing and directed Ted L. Olson, the Municipality's representative on the Coordinating Committee (the "Representative"), to seek any necessary approval from the Municipality in order for the Representative to vote in favor of approving the Alternative Repowering Description, the Original Power Sales Contract Revisions and the PSC Appendix C Revisions by June 30, 2018; and

WHEREAS, the Renewal Contract Coordinating Committee, by its Resolution No. RCCC-2018-001 adopted on March 13, 2018 (the "RCCC Resolution"), acknowledged the Alternative Repowering Description, the Original Power Sales Contract Revisions and the RPSC Appendix C Revisions, recommended that the Alternative Repowering Description, the Original Power Sales Contract Revisions and the RPSC Appendix C Revisions be submitted to the Municipality in writing and directed the Municipality's representative on the Renewal Contract Coordinating Committee (being the Representative) to seek any necessary approval from the Municipality in order for such representative to vote in favor of approving the Alternative Repowering Description, the Original Power Sales Contract Revisions and the RPSC Appendix C Revisions by June 30, 2018; and

WHEREAS, the IPA Board, by its Resolution No. IPA-2018-009 adopted March 13, 2018 (such resolution, together with the CC Resolution and the RCCC Resolution, being, collectively, the "Governing Body Resolutions"), acknowledged the Alternative Repowering Description, the Original Power Sales Contract Revisions, the PSC Appendix C Revisions and the RPSC Appendix C Revisions and directed that the Alternative Repowering Description, the Original Power Sales Contract Revisions and the applicable Appendix C Revisions be submitted to the Municipality in writing; and

WHEREAS, the Municipality has received a letter from IPA, dated March 23, 2018 (the "IPA Letter"), requesting that the Municipality obtain any approval necessary for the Representative to approve the Alternative Repowering described in the Alternative Repowering Description, the Original Power Sales Contract Revisions (as Alternative Repowering Revisions) and the applicable Appendix C Revisions; and

WHEREAS, the Council has reviewed and discussed the Alternative Repowering Description, the Original Power Sales Contract Revisions, the PSC Appendix C Revisions and the IPA Letter; and

WHEREAS, the Council has also reviewed and discussed the RPSC Appendix C Revisions; and

WHEREAS, the Council desires to take action to support and facilitate the approval and completion of the Alternative Repowering described in the Alternative Repowering Description and the approval of the Original Power Sales Contract Revisions (as Alternative Repowering Revisions) and the applicable Appendix C Revisions.

NOW, THEREFORE, BE IT RESOLVED, that the Council hereby:

1. Approves the Alternative Repowering consistent with the Alternative Repowering Description, the Original Power Sales Contract Revisions (as Alternative Repowering Revisions) and the PSC Appendix C Revisions; and

2. Authorizes the Representative (or any alternate, successor or designee of the Representative), as a member of the Coordinating Committee and the Renewal Contract Coordinating Committee, to vote and provide affirmation in favor of, and to take all other actions necessary to approve, the Alternative Repowering consistent with the Alternative Repowering Description, the Original Power Sales Contract Revisions (as Alternative Repowering Revisions) and the PSC Appendix C Revisions; and

BE IT FURTHER RESOLVED, that the Council hereby:

1. Approves the RPSC Appendix C Revisions; and

2. Authorizes the Representative (or any alternate, successor or designee of the Representative), as a member of the Renewal Contract Coordinating Committee, to vote and provide affirmation in favor of, and take all other actions necessary to approve, the Alternative Repowering consistent with the Alternative Repowering Description, the Original Power Sales Contract Revisions (as Alternative Repowering Revisions) and the RPSC Appendix C Revisions; and

BE IT FURTHER RESOLVED, that the Municipality's Mayor, the Municipality's Recorder, the Representative, as a member of the Coordinating Committee and the Renewal Contract Coordinating Committee, and the other officers, employees, representatives and agents of the Municipality, and their respective alternates, successors and designees (each of the foregoing being an "Authorized Person"), are hereby authorized and directed, on behalf of the Municipality, to take, or cause to be taken, all actions necessary to cause the effectiveness of or give effect to the Alternative Repowering consistent with the Alternative Repowering Description, the Original Power Sales Contract Revisions (as Alternative Repowering Revisions), the PSC Appendix C Revisions, the RPSC Appendix C Revisions and this Resolution, including, without limitation, executing and delivering, or causing to be executed and delivered, on behalf of the Municipality, the Alternative Repowering Certificate (Power Sales Contract) set forth on Exhibit A (as completed to reflect this Resolution) and the Alternative Repowering Certificate (Renewal Power Sales Contract) set forth on Exhibit B (as completed to reflect this Resolution), and all documents, certificates, instruments, notices, opinions and agreements that may be deemed by the Municipality's Mayor or the Representative to be necessary, appropriate or desirable and performing all of the Municipality's obligations under and consummating all of the transactions contemplated by the Power Sales Contract, including, without limitation, after giving effect to the Alternative Repowering consistent with the Alternative Repowering Description and after giving effect to the Original Power Sales Contract Revisions, and all such actions previously taken by any Authorized Person are hereby approved, ratified and confirmed.

PASSED, APPROVED, AND SIGNED _____, 2018.

KAYSVILLE CITY CORPORATION

Katie Witt, Mayor

ATTEST:

Maria Devereux, Recorder

APPENDIX 1

Alternative Repowering Description

The Alternative Repowering shall include the construction and installation of two combined-cycle natural gas fired power blocks, each power block consisting of one gas turbine, a heat recovery steam generator train and a single steam turbine, with an approximate combined net generation capability of 840 MW, together with auxiliary equipment associated with such power blocks, where “net generation capability” means gross power generation less auxiliary load for generation and transmission support.

APPENDIX 2

Original Power Sales Contract Revisions

A footnote will be added at the end of the first sentence of Section 44.6 of the Original Power Sales Contracts, to read as follows:

“The Alternative Repowering shall include the construction and installation of two combined-cycle natural gas fired power blocks, each power block consisting of one gas turbine, a heat recovery steam generator train and a single steam turbine, with an approximate combined net generation capability of 840 MW, together with auxiliary equipment associated with such power blocks, where ‘net generation capability’ means gross power generation less auxiliary load for generation and transmission support. For the avoidance of doubt, the foregoing shall be in lieu of the construction and installation of the two combined cycle power blocks and related equipment and facilities described in the first and third sentences of Section 44.1 of the Power Sales Contracts.”

APPENDIX 3

Power Sale Contracts Appendix C Revisions

Section C.1.2 of Appendix C to the Power Sales Contracts is deleted in its entirety and replaced with the following:

- “C.1.2. Two coal-fueled steam electric generating units each with a nominal rating of 950 megawatts (the ‘Coal Units’), which Coal Units are to be replaced pursuant to a Major Capital Improvement consisting of the construction and installation of two combined-cycle natural gas fired power blocks, each power block consisting of one gas turbine, a heat recovery steam generator train and a single steam turbine, with an approximate combined net generation capability of 840 MW, where ‘net generation capability’ means gross power generation *less* auxiliary load for generation and transmission support.”

APPENDIX 4

Renewal Power Sales Contracts Appendix C Revisions

Section C.1.2 of Appendix C to the Renewal Power Sales Contracts is deleted in its entirety and replaced with the following:

“C.1.2. Two combined-cycle natural gas fired power blocks, each power block consisting of one gas turbine, a heat recovery steam generator train and a single steam turbine, with an approximate combined net generation capability of 840 MW, where ‘net generation capability’ means gross power generation *less* auxiliary load for generation and transmission support.”

EXHIBIT A

Alternative Repowering Certificate (Power Sales Contract)

Pursuant to Resolution No. _____ adopted by the Municipal Council of Kaysville City Corporation (the “Municipality”) on _____, 2018 (the “Resolution”), I, Katie Witt, as Mayor of the Municipality hereby certify that:

1. The Municipality is a party to that certain Power Sales Contract, dated September 28, 1978, with Intermountain Power Agency (as amended through the date of this certificate, the “Power Sales Contract”).

2. Ted L. Olson, being the individual representing the Municipality on the Intermountain Power Project Coordinating Committee and the Intermountain Power Project Renewal Contract Coordinating Committee is duly authorized to take all actions in such capacity to approve the Alternative Repowering (each term that is used but not otherwise defined in this certificate has the meaning ascribed to such term in the Resolution), consistent with the Alternative Repowering Description.

3. Pursuant to the provisions of the Power Sales Contract, upon the effectiveness of the Alternative Repowering consistent with the Alternative Repowering Description, such effectiveness will have the effect described in the Power Sales Contract, including, without limitation, the following:

a. the term “Gas Repowering” in the Power Sales Contracts will refer to the Alternative Repowering consistent with the Alternative Repowering Description;

b. the Power Sales Contract will be revised to give effect to and set forth the Original Power Sales Contract Revisions (as Alternative Repowering Revisions); and

c. as so revised, the Power Sales Contract will continue to be the legal, valid and binding obligation of the Municipality, enforceable against the Municipality in accordance with the terms of the Power Sales Contract.

4. Pursuant to the terms of the Power Sales Contract, (a) the PSC Appendix C Revisions correctly describe the Project as of the effectiveness of the Alternative Repowering consistent with the Alternative Repowering Description; and (b) the Project Governing Bodies are authorized, without further action of the Municipality, to revise Appendix C to the Power Sales Contract in accordance with the terms of the Power Sales Contract.

Dated _____, 2018.

KAYSVILLE CITY CORPORATION

Katie Witt, Mayor

ATTEST:

Maria Devereux, Recorder

EXHIBIT B

Alternative Repowering Certificate (Renewal Power Sales Contract)

Pursuant to Resolution No. _____ adopted by the Municipal Council of Kaysville City Corporation (the "Municipality") on _____, 2018 (the "Resolution"), I, Katie Witt, as Mayor of the Municipality hereby certify that:

1. The Municipality is a party to that certain Renewal Power Sales Contract, dated January 16, 2017, with Intermountain Power Agency (as amended through the date of this certificate, the "Renewal Power Sales Contract").

2. Ted L. Olson, being the individual representing the Municipality on the Intermountain Power Project Renewal Contract Coordinating Committee is duly authorized to take all actions in such capacity to approve the Alternative Repowering (each term that is used but not otherwise defined in this certificate has the meaning ascribed to such term in the Resolution), consistent with the Alternative Repowering Description.

3. Pursuant to the provisions of the Renewal Power Sales Contract, upon the effectiveness of the Alternative Repowering consistent with the Alternative Repowering Description, such effectiveness will have the effect described in the Renewal Power Sales Contract.

4. The Renewal Power Sales Contract will continue to be the legal, valid and binding obligation of the Municipality, enforceable against the Municipality in accordance with the terms of the Renewal Power Sales Contract.

5. Pursuant to the terms of the Renewal Power Sales Contract, (a) the RPSC Appendix C Revisions correctly describe the Project as of the effectiveness of the Alternative Repowering, consistent with the Alternative Repowering Description; and (b) the Renewal Contract Coordinating Committee and the IPA Board are authorized, without further action of the Municipality, to revise Appendix C to the Renewal Power Sales Contract in accordance with the terms of the Renewal Power Sales Contracts.

Dated _____, 2018.

KAYSVILLE CITY CORPORATION

Katie Witt, Mayor

ATTEST:

Maria Devereux, Recorder

RESOLUTION NO. 18-4-02

APPROVAL OF THE FIFTH AMENDMENT TO INTERMOUNTAIN POWER AGENCY ORGANIZATION AGREEMENT

On motion of _____, seconded by _____, at a meeting of the Municipal Council of Kaysville City Corporation (the "Council"), held the ____ day of _____ 2018, the following Resolution was duly adopted:

WHEREAS, Kaysville City Corporation (the "Municipality") and certain other Utah municipalities (the "Members") are parties to that certain Intermountain Power Agency Organization Agreement dated as of May 10, 1977 (as amended by that certain First Amendment to Intermountain Power Agency Organization Agreement dated February 1, 1983, that certain Second Amendment to Intermountain Power Agency Organization Agreement dated as of March 26, 1990, that certain Third Amendment to Intermountain Power Agency Organization Agreement dated as of January 21, 2003, and that certain Fourth Amendment to Intermountain Power Agency Organization Agreement dated as of November 26, 2013, the "Organization Agreement" and such amendments being, collectively, the "Prior Amendments"), pursuant to which Intermountain Power Agency ("IPA") was organized and the existence of which has continued for, among other purposes, facilitating a joint and cooperative action of the Members to undertake and finance facilities to generate electricity to be known as the Intermountain Power Project (the "Project"); and

WHEREAS, at least two-thirds of the members of the IPA Board of Directors present and voting at a duly constituted meeting thereof have approved and recommended the amendment of the Organization Agreement as set forth in the Fifth Amendment to IPA Organization Agreement in the form set forth on Exhibit A attached hereto (as conformed for execution by the Municipality, the "Fifth Amendment"); and

WHEREAS, an amendment to the Organization Agreement may be effective only after the following have occurred (the date of the last to occur of the following being the "Effective Date"): (a) approval of such amendment by the affirmative vote of at least two-thirds of the members of the Board present and voting at a duly constituted meeting thereof; (b) receipt of the written approval of such amendment of not less than two-thirds of the Members following submittal of such amendment to governing bodies of the Members; (c) execution of such amendment by the authorized officers of such approving Members; and (d) filing of such amendment with the keeper of public records of each of the Members; and

WHEREAS, the IPA Board of Directors has submitted to the Council, and recommended that the Council approve, and the Council has reviewed and discussed the Fifth Amendment.

BE IT RESOLVED, that after due consideration and discussion, the Council hereby approves the Fifth Amendment; and

BE IT FURTHER RESOLVED, that the Council hereby approves and ratifies execution and delivery of, performance under and carrying out and consummation of the transactions contemplated by the Organization Agreement, as amended by the Prior Amendments, and as amended by, as of the Effective Date, the Fifth Amendment; and

BE IT FURTHER RESOLVED, that the Council hereby authorizes and directs the Municipality's Mayor (the "Mayor") and the Municipality's Recorder (the "Recorder") to execute and deliver the Fifth Amendment, to perform under the Fifth Amendment and the Organization Agreement, as amended by the Fifth Amendment, and carry out and consummate the transactions contemplated by the Fifth Amendment and the Organization Agreement, as amended by the Fifth Amendment, all on behalf of the Municipality and to take or cause to be taken such other action as may be necessary or desirable in order to make the Fifth Amendment and the Organization Agreement, as amended by the Fifth Amendment, effective and to perform under the Fifth Amendment and the Organization Agreement, as amended by the Fifth Amendment including, without limitation, filing the Organization Agreement, the Prior Amendments and the executed Fifth Amendment with the keeper of public records of the Municipality; and

BE IT FURTHER RESOLVED, that the Mayor and the Recorder are hereby authorized and directed to execute and deliver on behalf of Municipality such documents, certificates, instruments, notices, opinions and agreements as may be deemed by the Mayor to be necessary or appropriate to give effect to the Fifth Amendment and the Organization Agreement, as amended by the Fifth Amendment, and the provisions of the Resolution.

Kaysville City Corporation

By: Katie Witt, Mayor

ATTEST:

Maria Devereux, Recorder

Exhibit A

Fifth Amendment to Intermountain Power Agency Organization Agreement

[see attached]

STAFF REPORT



COUNCIL MEETING DATE: April 19, 2018

ITEM NO.: 6.b.

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott, City Manager

SUBJECT/AGENDA TITLE: Human Resource Manual Update

EXECUTIVE SUMMARY:

City staff have been working for more than a year on a much needed update to the city's Human Resource or Policy and Procedure Manual. Although certain aspects of the manual have been altered from time to time over the past, the last major update of the manual took place in 1999. City staff met several times throughout 2017 in work groups and as Department Heads. The goal with the manual is twofold:

- 1) To produce a document that, as accurately as possible, mirrors conditions in the everyday life of a Kaysville City Employee. If there is a policy in practice, it should be in this manual.
- 2) The second major goal is to get this manual of expectations and guidelines in the hands of each and every city employee. Once adopted, we will be having a city wide meeting to discuss the manual, make sure everyone has at least a digital copy, and each employee will acknowledge receipt of the manual with their signature. This will also be an opportunity for each employee to sign an ethics declaration that will be kept in each employee's personnel folder.

While the update of this manual is extensive, Staff would like to highlight several changes or updates to the manual of which we would like you to be aware. These changes include

- 1) The addition of the Vehicle Policy that was passed in early 2016 to this manual. City Staff felt it was important that all regulations and expectations set by the city council be found in one place where an employee can easily find it and where staff and council can refer and exercise expectations of staff.
- 2) The drug testing section has been updated with current practices and methodologies.
- 3) Updated several areas where specific code was mentioned that was outdated. Generally the effort was to point to either state or city code or generally accepted statistics that may change over time without the necessity of changing our manual each time.
- 4) Included sections on proper use of Social Media
- 5) Altered the categorization of "Part Time Fire Fighters" from "Volunteer" to properly reflect their important role in the city.
- 6) Incorporated Computer Use Policy as part of the manual.
- 7) Increased the leave for Full Time Fire (didn't have FT Fire during last iteration of the manual)
- 8) Manual was reviewed multiple times by Nic Mills to ensure legal compatibility and liability scenarios were kept to a minimum.

While there are many other changes, we would ask you to review the manual as best you can and make suggestions for changes, omissions, etc.

Council Options: Move this item to a future WORK or ACTION agenda.

Recommendation: At this time we recommend that each council member review the Draft copy of the HR Manual, ask questions for clarification, make suggested changes, and otherwise be prepared to discuss further at the next city council meeting in a WORK session.

Fiscal Impact & Fund Source for Recommended Action: None

Attachments: HR Manual – Draft Copy

KAYSVILLE CITY PERSONNEL RULES AND REGULATIONS



KAYSVILLE CITY PERSONNEL RULES AND REGULATIONS

SECTION 1 GENERAL INTRODUCTION

- 1.01 Adoption of Rules and Regulations**
- 1.02 Administration of the Personnel System**
- 1.03 Purpose**
- 1.04 Personnel Policy**
- 1.05 Employment Constitutes Acceptance of These Rules**
- 1.06 Department Policies and Procedures**
- 1.07 Job Descriptions**
- 1.08 Classification Plan**
- 1.09 Personnel Records**
- 1.10 Employee Inquiries & References**

SECTION 2 EMPLOYMENT

- 2.01 Equal Employment Opportunity Statement**
- 2.02 Recruitment and Selection Criteria**
- 2.03 Application**
- 2.04 Selection Process**
- 2.05 Ineligibility or Disqualification**
- 2.06 Medical Examinations**
- 2.07 Orientation Program**
- 2.08 Employment Status**
- 2.09 Initial Appointment**
- 2.10 Performance Evaluation**
- 2.11 Promotion**
- 2.12 Transfer**
- 2.13 Reassignment**
- 2.14 Reappointment**
- 2.15 Reinstatement**
- 2.16 Termination**
- 2.17 Retirement**
- 2.18 Worker's Compensation**
- 2.19 Safety**

SECTION 3 COMPENSATION

- 3.01 Compensation Plan**
- 3.02 Classification**
- 3.03 Reclassification**
- 3.04 Work Periods**
- 3.05 Recording Work Hours**
- 3.06 Breaks**
- 3.07 Exceptions to Work Periods**
- 3.08 Attendance**
- 3.09 Overtime**
- 3.10 Exemptions from Overtime**
- 3.11 Separation Pay**
- 3.12 Severance Pay**

- 3.13 On-call Pay
- 3.14 Pay Periods and Paydays
- 3.15 Off Duty Court Time
- 3.16 Holidays
- 3.17 Benefits Administration
- 3.18 Travel Reimbursement
- 3.19 Educational Assistance
- 3.20 Uniform Cleaning Allowance

SECTION 4 LEAVES

- 4.01 Annual Leave
- 4.02 Administrative or Training Leave
- 4.03 Funeral Leave
- 4.04 Jury and Court Leave
- 4.05 Family and Medical Leave
- 4.06 Military Leave
- 4.07 Leaves of Absence
- 4.08 Leave for Hearings, Examinations, and Industrial Accidents
- 4.09 Sick Leave

SECTION 5 DISCIPLINE AND GRIEVANCES

- 5.01 Disciplinary Procedure
- 5.02 Appeal of Discharge or Transfer
- 5.03 Employee Grievance Procedure

SECTION 6 MISCELLANEOUS

- 6.01 Anti-Nepotism
- 6.02 Garnishments
- 6.03 Political Activity
- 6.04 Outside Employment
- 6.05 Conflicts of Interest
- 6.06 Ethics
- 6.07 Use of City Property
- 6.08 Smoking
- 6.09 Telephones & Cell Phones
- 6.10 Credit Card Use
- 6.11 Vehicle Use
- 6.12 Electronic Information Resources
- 6.13 Social Networking
- 6.14 Personal Appearance
- 6.15 Sexual Abuse and Misconduct Prevention
- 6.16 Employee Fitness Room
- 6.17 Vehicle Allowance

SECTION 7 DRUG AND ALCOHOL TESTING

- 7.01 Purpose and Intent of Section
- 7.02 General Requirements for Collection and Testing
- 7.03 Drugs for which Tests to be Conducted

7.04	Job Applicant Testing: General Standard
7.05	Current Employee Testing: General Standard
7.06	Notice and Consent
7.07	Pre-employment Testing
7.08	Random Testng
7.09	Reasonable Suspicion Testing
7.10	Refusal to Consent: Employees
7.11	Confirmation of Test Results
7.12	Consequences of a Confirmed Positive Test Result
7.13	Employees/Applicant Rights
7.14	Disciplinary or Rehabilitative Actions
7.15	Confidentiality of Information
7.16	Privacy in Collection of Samples for Testing
7.17	Laboratory Testing Requirements
7.18	Confirmation Test Request by Applicant or Employee
7.19	Time of Testing - Cost of Testing and Transportation
7.20	No City Responsibility for Failure to Test or Detect Substance or Problem, or for Termination of Testing Program
7.21	Employee Not "Handicapped"
7.22	No Physician-Patient Relationship Created

SECTION 8 DISCLAIMER

8.01	General Disclaimer
8.02	Savings Clause

SECTION 9 FORMS

SECTION 1

GENERAL

1.01 ADOPTION OF RULES AND REGULATIONS

The following Rules and Regulations have been approved by the City Council in order to establish an equitable and uniform procedure for dealing with personnel matters so that the most qualified available people may be brought into and retained in the City service.

1.02 ADMINISTRATION OF THE PERSONNEL SYSTEM

The City Manager is the Personnel Officer and shall administer the Personnel System except for the hiring and discharge of department heads, which shall require City Council confirmation. He shall have power to exercise general control and supervision over employees subject to these Rules and Regulations. The City Manager may delegate any of the powers and duties conferred upon him as the Personnel Officer to any other officer or employee of the City.

1.03 PURPOSE

The purposes of these Rules and Regulations are to facilitate effective and economical services to the public and to provide for a fair and equitable system of personnel management. These Rules and Regulations set forth in detail those procedures which ensure equal treatment for applicants and employees, and define the obligations, rights, privileges, benefits and prohibitions placed upon all employees in City employment. It is the intent of the City to comply with all Federal and State laws and regulations applicable to the City and/or its employees, whether mentioned herein or not.

1.04 PERSONNEL POLICY

The intent of the personnel policy of Kaysville City is that:

- a. Employment and promotion by Kaysville City shall be based on merit qualifications, free of personal and political considerations, and in no way shall be discriminatory because of race, sex, color, national origin, religion, age, disability, or any other class protected under State or Federal Law.
- b. It is the intent of the City Administration to assist employees in maintaining qualifications and skill levels. Employees are encouraged to pursue training and development. Upon proper approval, time and monies, up to the amount allocated in the budget, may be used for training and development activities.
- c. Tenure of employees covered by these Rules and Regulations shall be subject to good behavior, satisfactory work performance, necessity for improved performance of work and the availability of funds.

1.05 EMPLOYMENT CONSTITUTES ACCEPTANCE OF RULES

In accepting employment with Kaysville City, each employee agrees to be governed by and to comply with the Personnel Rules and Regulations, administrative rules and procedures established by the City Manager pursuant thereto, and rules, regulations, and directives of the department in which he or she is employed.

All employees holding a position in City service on the REVISED date of these Rules and Regulations shall thereafter be subject in all aspects to the provisions herein. Reasonable effort will be made by City Administration to distribute this document to all employees.

Personnel Policies are applied at the discretion of Kaysville City. Kaysville City reserves the right to change, withdraw, apply, or amend any of our policies or benefits, including those covered in these Regulations at any time. Kaysville City may notify you of such changes via email, posting on the City's Intranet, or via a printed memo, but may in its discretion make such changes at any time, with or without notice and without a written revision of these Regulations.

1.06 DEPARTMENT POLICIES AND PROCEDURES

When Departments adopt regulations, policies, or procedures, the more restrictive provisions shall govern.

If any provision or part of these Policies and Procedures or the application thereof is found to be in conflict with any State or Federal law or City Ordinance, the conflicting provision or part is hereby declared inoperative to the extent of the conflict, but such conflict shall not affect the operation of the remainder of these Policies and Procedures or any of their application.

1.07 JOB DESCRIPTIONS

The City provides and maintains a current job description for each employee position available within the City. Each job description should include the scope of responsibility, supervisory duties, typical duties, qualifications, knowledge, skills and abilities, essential functions, and physical demands and job environment. All employees will be assigned to employment as provided in an established job description and must be able to meet the requirements for performing the essential functions of the position to which assigned (with or without a reasonable accommodation to the extent required under the Americans with Disabilities Act). Recruitment and hiring of new employees is based on the requirements and duties listed in the relevant job description.

1.08 CLASSIFICATION PLAN

The City shall establish and adopt a Classification Plan setting forth the positions and corresponding job descriptions of City employees.

1.09 PERSONNEL RECORDS

(a) Personnel Records. Federal and State law requires employers to keep detailed data about their employees. It is the policy of the City to maintain personnel records concerning its employees in accordance with applicable Federal and State law. Such records may include, but are not limited to, records regarding hiring, compensation, leave, awards, grievances, disciplinary action, education, training and other relevant records.

(b) Updates. Each employee is responsible for keeping the City notified of any changes in employee information such as name, address, telephone number, tax exemptions and related information so that the employee's personnel records may be accurately maintained.

(c) Maintenance. Personnel records shall be maintained, classified and accessed in accordance with the Government Records Access and Management Act, as set forth in *Utah Code* and the Utah Municipal Records Retention Schedule, as adopted and amended by the City.

(d) Access. Pursuant to *Utah Code* employees of the City have the right to examine and make copies of documents in their own personnel files. Upon written request from an employee, the City shall produce the employee's personnel file for inspection and copying during regular business hours. Such inspection and copying shall be under the direct supervision of the Human Resources Specialist, or his or her designee. Access and examination of personnel records by persons other than the employee must provide a written request and is subject to the provisions of the Government Records Access and Management Act, as set forth in *Utah Code* as adopted and

amended by the City. Access and examination of personnel records by the City Manager and/or the employee's direct Department Head, or his/her designee, will be provided upon written request which will be kept with the personnel file and is not subject to the provisions of the Government Records Access and Management Act. Requests by a Department Head to access and examine personnel records of an employee that he/she does not directly supervise must have approval by the City Manager.

1.10 EMPLOYEE INQUIRIES AND REFERENCES

All inquiries from outside parties regarding current and former employees shall be directed to the Human Resources. For purposes of extensive background investigations on current and former Police Officers a liability release form signed by the employee is required and the Police Chief in cooperation with the Human Resource Specialist may respond to questions with factual information. Pursuant to the Employer Reference Immunity provisions of Utah law, as set forth in *Utah Code*, an employer who in good faith provides information about the job performance, professional conduct, or evaluation of a former or current employee to a prospective employer of that employee, at the request of the prospective employer of that employee, may not be held civilly liable for the disclosure or the consequences of providing the information. Notwithstanding statutory protection, the City reserves the right to require a written reference and liability release form from former employees regarding requested references. Reference and liability release forms may also be filled out by employees upon termination of employment with the City.

SECTION 2

EMPLOYMENT

2.01 **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

It is the policy of Kaysville City to provide equal employment opportunity. Personnel will be compensated on a fair and equitable basis. Kaysville City will hire, promote, classify, transfer, discipline, and discharge all persons concerned without reference to race, color, religion, sex, age, disability, national origin, political affiliation, pregnancy, childbirth or pregnancy-related condition, disability, status as a veteran, or genetic information, in accordance with applicable Federal and State laws. It is the policy and commitment of the City to protect the civil rights of all employees and applicants for employment with the City and to provide a work environment free from discrimination and harassment.

The City expressly prohibits any form of unlawful employees harassment. Improper interference with the ability of City's employees to perform their expected job duties is not tolerated. With respect to sexual harassment, the City prohibits:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
 - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
 - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendos, pictures, cartoons and other sexually oriented statements.

Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their co-workers.

If you experience any job-related harassment based on your sex, your race, or another factor, or believe you have been treated in an unlawful, discriminatory manner, promptly report the incident to your supervisor, who will investigate the matter and take appropriate action, including reporting it to the City Manager. If you believe it would be inappropriate to discuss the matter with your supervisor, report it directly to the City Manager, who will undertake an investigation. Your complaint will be kept confidential to the maximum extent possible.

If the City determines that an employee is guilty of harassing another employee, appropriate disciplinary action will be taken against the offending employee.

The City prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, the City determines that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information.

2.02 RECRUITMENT AND SELECTION CRITERIA

Recruitment for qualified applicants will be carried on as necessary in order to insure that the City will have available applicants of interested, qualified persons for possible employment. In general, all new and vacant Council approved positions will be posted externally on the Kaysville City Website and through the Utah Department of Workforce Services. Other media, including newspapers, social media, and professional publications, may be used.

The City shall attempt to fill all vacant positions with qualified applicants from its existing work force. The selection of individuals to fill vacant positions shall be based upon specific knowledge, job-related skills and abilities, character, general competence (past performance), ability to work and relate with co-workers, and the ability to relate to the goals and objectives of the City in a cooperative and productive manner.

2.03 APPLICATION

All candidates for employment shall file an application on an official City application form.

2.04 SELECTION PROCESS

The selection and placement process for any position opening in the City is as follows:

1. Update the position description including position title; description of duties and responsibilities; required knowledge and skills; essential physical duties; minimum qualifications of education and experience required.
2. Advertise the opening.
3. Receive initial applications according to the deadlines established for the available position.
4. Conduct examinations using any of the following recognized techniques:
 - achievement tests
 - aptitude tests
 - work samples
 - finger printing
 - evaluation of work performance
 - review and investigation of personal background and references
 - evaluation of personality and background through personal interviews
 - oral board examination

or any other selection technique that will adequately and fairly indicate the relative ability and quality of the candidates under consideration to execute the essential duties and responsibilities of the position to which they seek to be appointed. The City recognizes that it may not discriminate in the selection process because of a disability and will evaluate the positions based upon reasonable accommodation where necessary.

5. Select a candidate for the available position.
6. Notify the candidate and complete the appropriate employment records.

7. Administer oath if applicable.

2.05 INELIGIBILITY OR DISQUALIFICATION

The Personnel Officer may withdraw anyone from consideration whose appointment will be deemed contrary to the best interest of the City. Reasons for disqualification may include, but shall not be limited to, the following deficiencies:

- a. Lack of any of the requirements established for the examination or position for which she or he applies.
- b. Physical or mental disability such as to render the applicant unfit to perform the essential job functions of the position to which appointment is sought with reasonable accommodation.
- c. Current use of unlawful habit-forming drugs.
- d. Conviction of a felony, or conviction of a misdemeanor involving moral turpitude.
- e. Infamous or notoriously disgraceful conduct.
- f. Dismissal from former employment for any cause which would be cause for dismissal by the City.
- g. Resignation from any position to avoid dismissal.
- h. Deception or fraud in making the application.
- i. Request by applicant that his or her name be withdrawn from consideration.
- j. Failure to reply within a reasonable time, as specified by the Personnel Officer, concerning availability of employment.
- k. Disqualification or unsuitability for employment as specified in any City or pertinent department rules or regulations.
- l. Non satisfactory Vehicle Use Record.

2.06 MEDICAL EXAMINATIONS

As part of City's employment procedures after a conditional offer of employment is extended, an applicant is required to undergo a pre-employment alcohol and drug screening that is conducted by an agency designated by the City. Any offer of employment that an applicant receives from the City is contingent upon, among other things, satisfactory completion of examinations and a determination by the City and its examining physicians that the applicant is capable of performing the responsibilities of the position that has been offered. Questions about the City required medical examinations should be directed to the City Manager or his designee.

2.07 ORIENTATION PROGRAM

During your first few days of employment, you will participate in an orientation program conducted by the City Manager or designee and various members of the City, including your supervisor. During this program, you will receive important information regarding the performance requirements of your position, basic City policies, your compensation, and benefit

programs, plus other information necessary to acquaint you with your job and the City. You will also be asked to complete all necessary paperwork at this time, such as medical benefit plan enrollment forms, beneficiary designation forms, and appropriate federal, state, and local tax forms. At this time, you will be required to present the City with information establishing your identity and your eligibility to work in the United States in accordance with applicable federal law.

Please use this orientation program to familiarize yourself with the City and our policies and benefits and this City Personnel Rules & Regulations document. We encourage you to ask any questions you may have during this program so that you will understand all the guidelines that affect and govern your employment relationship with us.

2.08 EMPLOYMENT STATUS

Classification of Employment

For purposes of salary administration and eligibility for overtime payments and employment benefits, the City classifies its employees as follows:

Council Approved Positions

Full-Time Regular Employees - Employees hired to work the City's normal, full-time forty hour workweek on a regular basis and police employees (post certified) hired to work 171 hours in a 28 day work period and fire employees hired to work 212 hours in a 28 day work period. Such employees may be "exempt" or "nonexempt" as defined below.

Part-Time Regular Employees – Same as full-time employees, but works less than 40 hours per week and usually more than 20 hours a week.

Part-Time employees may be eligible for some benefits normally provided by the City. These benefits may include retirement, insurance and accrual of vacation and sick leave at a rate proportionate to the hours worked unless otherwise required by law.

Introductory Period- All new hires shall have a six month introductory period. During this period, the employee may be discharged or laid off at the sole discretion of the City. Upon completion of the six month period, a performance review will be completed to determine if the employee status will be designated regular, permanent status. The granting of regular permanent status does not grant any additional employment status.

Non-exempt Employees - Employees who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, (police employees beyond 171 hours in a 28 day period and fire employees hired to work 212 hours in a 28 day period) in accordance with applicable federal wage and hour laws.

Exempt Employees - Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty hours in a workweek. (Police employees beyond 171 hours in a 28 day period and fire employees hired to work 212 hours in a 28 day period) Executive, professional employees, managers, and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee during your orientation session. If you change positions during your employment as a result of a promotion, transfer, of otherwise, you will be informed by the City Manager or his designee of any change in your exemption status.

Administratively Approved Positions

Light Duty Status- Employees that incur a medical condition and are recommended by a medical doctor to only be involved in “light duty” activity may be assigned work in accordance with light duty operations and functions as approved by human resources in cooperation with the Department Head. Light duty assignments will be temporary and short term in nature, usually not exceeding thirty (30) work days. Each case will be reviewed independently and will only be extenuating circumstances. Light duty assignments over thirty (30) days will be approved by the City Manager.

Paid On-Call Firefighter- An employee hired to work as needed at an hourly wage. A paid-on-call firefighter (1) shall work less than an average of 30 hours per week calculated on an annual basis; (2) shall be an at-will employee and may be terminated at any time with or without notice or cause; and (3) is generally not eligible for benefits.

Temporary Employees-

Seasonal Employee- All employees hired on a temporary, seasonal, provisional or emergency basis. Seasonal employees are not eligible for benefits unless required by law. Seasonal employees are at-will employees and may be terminated at any time with or without notice or cause. Seasonal employees may be employed up to 40 hours per week for up to but not including 9 months. Any exceptions must be approved in writing by the City Manager. A seasonal employee may be re-hired as a seasonal employee after at least a three month break.

Limited Part-Time Employees- Employees who usually work an average of 20 hours or less per week calculated on an annual basis. Limited part-time employees are not eligible for benefits unless required by law. Limited part-time employees are at-will employees and may be terminated at any time with or without notice or cause.

Volunteers- Volunteers are persons who donate services as authorized by the City without pay or other compensation other than expenses actually and reasonably incurred as approved by the City. The City Manager may establish volunteer programs and develop guidelines for the use of volunteers. Volunteer programs and guidelines proposed by the City Manager that are either outside of the current adopted budget or involves an exceptional amount of risk would require approval from the City Council. All volunteers providing services for the City shall sign an agreement defining the nature and terms of the volunteer services. A volunteer may not donate any service to the City unless the volunteer’s services are approved by the City manager and the volunteer has submitted a signed volunteer form to the City as required herein.

Volunteers may be provided protections under the Volunteer Government Workers Act, as set forth in *Utah Code* which provides volunteers may be deemed an employee of the City for purposes of workers’ compensation benefits, operation of motor vehicles, and liability protection and indemnification normally afforded paid government employees.

Please direct any questions regarding your employment classification or exemption status to the City Manager or designee.

2.09 INITIAL APPOINTMENT

All initial appointees are assigned to the salary range or grade outlined for their position as specified in the Classification and Compensation Plans.

2.10 PERFORMANCE EVALUATION

On or near the beginning of each fiscal year, each employee will be evaluated by his or her supervisor in accordance with the standards of Kaysville City. These evaluations shall be used in determining each employee's step and movement to steps of the Compensation Plan, and other personnel actions based on performance.

2.11 PROMOTION

Because it is the policy of Kaysville City to encourage the advancement of personnel within the organization, promotional examinations for vacancies will be conducted as the needs of the City require. An employee receiving a promotion be eligible for the corresponding merit increases of that range. If the present pay level is equal to or exceeds the class to which she or he is promoted the employee shall be promoted to the next step which guarantees the employee at least a five (5) percent increase in pay.

2.12 TRANSFER

Any employee may be transferred from one department or division to another for which she or he is qualified as the structure of the work force is changed, at the discretion of the City Manager. A transferred employee shall retain all accumulated sick leave and annual leave.

2.13 REASSIGNMENT

Employees who are reassigned shall be paid at the same salary that they received prior to reassignment. If such salary exceeds the maximum of the range for the class to which they are assigned, they shall receive the maximum for the class.

2.14 REAPPOINTMENT

Reappointment after termination will be considered as new employment.

2.15 REINSTATEMENT

The City Manager may reinstate any suspended employee for good cause, and may, upon such reinstatement, compensate, in whole or in part, such employee for the time lost.

2.16 TERMINATION

Employees may not be dismissed from service as a result of a change in elected administration.

- a. **RESIGNATION** - An employee wishing to leave the service of the City in good standing either by resignation or retirement shall give the Personnel Officer at least two (2) weeks notice.
- b. **ABSENCE WITHOUT LEAVE** - Absence without leave for more than three (3) consecutive workdays or shifts may be deemed to be a resignation and may result in automatic termination.
- c. **LACK OF WORK OR FUNDS** - An Employee may be terminated by the Personnel Officer because of changes in duties or organization, abolishment of position, shortage of work or funds, or completion of work. In cases involving full-time employees only, notice of such termination will be given to the employee at least two (2) weeks prior to the effective date of termination. In any such reduction in personnel caused by lack of work or funds, employment status, length of service, and performance rating will be the criteria used in determining the order of the layoff. In all lack of work or funds layoffs, the City Administration will make reasonable efforts to transfer the employee, if feasible, rather than layoff the employee. Full-time employees terminated by the Personnel Officer for cause or for the convenience of the City shall be given a

written statement of the reasons for such termination and may appeal such action by the established procedure (Section 5.03). Such cause shall be other than cause for disciplinary action set forth in the disciplinary action section contained herein.

- d. NON-DISCIPLINARY ACTION - Part-time, and temporary employees may be terminated by the Personnel Officer at any time, with or without notice, for cause or for the convenience of the City.
- e. DISCIPLINARY ACTION - An employee may be terminated at any time as a disciplinary action as provided in these Rules and Regulations and pursuant to current Utah Code.

2.17 RETIREMENT

Retirement from City service shall be subject to the terms and conditions of the City's Retirement Systems. Employees may retire at any time following eligibility after the two (2) weeks notice is given to the Personnel Officer.

2.18 WORKER'S COMPENSATION

Kaysville City operates under the provisions of the State of Utah Worker's Compensation Act which provides that - "any employee injured, or the dependents of any employee killed during the course of his or her duty, shall receive compensation for loss sustained on account of such injury or death, and for medical, nurse and hospital services, medicines, and funeral expenses."

The size of the awards and the conditions connected with these claims are contained in the State Laws covering Worker's Compensation cases. Any injury occurring on the job must be reported to the supervisor immediately and submitted to human resources within seven (7) days of the injury.

2.19 SAFETY

It is the intent of the City to comply with all applicable rules and regulations pertaining to the Occupational Safety and Health Act as established under federal or state law.

The City employees are expected to be safety conscious and to assist in keeping the City a safe workplace. The following general safety rules will apply in all City work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area to promote safety.

Each department head or supervisor shall post, in a conspicuous place, a list of telephone numbers or addresses as may be applicable so that necessary help can be obtained in case of emergency. The list shall include: doctor, hospital, fire department, police or sheriff, ambulance, and responsible supervisor.

Employees shall be required to participate in safety training programs. The City will provide safety equipment.

General Safety Rules

The following general safety rules will apply in all City work places. Each Department may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

- Extreme caution should be exercised by employees operating any type of power equipment.
- Employees will use safety equipment appropriate to the job, such as safety glasses, gloves, toe guards, and hard hats, if required or appropriate to the work performed.

- Employees will avoid wearing loose clothing and jewelry while working on or near equipment and machines.
- All accidents, regardless of severity, personal or vehicular, are to be reported immediately to the supervisor.
- Defective equipment should be reported immediately to the supervisor.
- Employees will not operate equipment or use tools for which training or orientation has not been received.
- In all work situations, safeguards as required by State and Federal Safety Orders will be provided.
- All supervisors and workers shall be required to insure clean work areas. An excessively littered or dirty work area constitutes an unsafe, hazardous condition of employment and should be remedied within a reasonable amount of time. When no other method or combination of remedies exist to minimize hazards due to toxic dust, fumes, gases, flying objects, dangerous rays, or burns from heat, acid, caustics or any hazard of a similar nature, the City shall provide each worker with the necessary personal protection equipment, such as respirators, goggles, gas masks, certain types of protective clothing, etc. Provision shall also be made to keep all such equipment in good, sanitary working condition at all times.
- Report of any on-the-job injury resulting in disability or compensable lost time shall be submitted by the department head or other designated official to the Industrial Commission and to the affected employee within seven (7) calendar days on the "First Report of Injury" form. Should any sudden or unusual occurrence or change of conditions occur (such as the appearance of toxic or unusual fumes or gases, major equipment failure, explosion, fires, etc.) that might affect the safety or health of City employees or tend to increase the hazards thereof, the department head or other designated authority shall notify the Industrial Commission of Utah. Such notification MUST be made whether or not any actual injuries result from the above occurrences or changes of conditions.
- All fatal, potentially fatal, and serious accidents shall be reported immediately to the appropriate Utah State agency over Labor.
- No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in place of City employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees.
- No person shall remove, displace, destroy, or carry away any safety device or safeguard provided for use in place of City employment or interfere with the use of any method or process adopted for the protection of employees. No employees shall refuse or neglect to follow and obey reasonable orders that are issued for the protection of health, life, safety, or welfare of employees.
- In addition to the rules and regulations specified above, the following shall apply:
 1. Employees who do not understand or speak the English language shall not be assigned to any duty or place where the lack or partial lack of understanding or speaking of English might adversely affect their safety or that of other employees.
 2. Where there is a risk of injury from hair entanglement in moving parts of machinery, employees shall confine their hair to eliminate the hazard.

3. Loose sleeves, tails, ties, lapels, cuffs, or similar garments which can become entangled in moving machinery shall not be worn where an entanglement hazard exists.
4. Wrist watches, rings, or other jewelry shall not be worn on the job where they constitute a safety hazard.
5. No employee shall carry liquor into a place of employment.
6. No intoxicated person shall be allowed to go into, or loiter around, any operation where workers are employed.

Additional information relative to the Occupational Safety and Health Act can be obtained from www.osha.gov.

SECTION 3

COMPENSATION

3.01 COMPENSATION PLAN

Pay rates for all authorized City positions are set forth annually as part of the budget process and established by City Council action. Payroll amounts shall be computed on the number of base hours of the calendar year (2080) that are covered by the pay period.

The Compensation Plan may also include salary administration guidelines, position pay grade schedule, and salary schedule, reimbursement, and other forms of Compensation as adopted by the City. Salaries shall be evaluated on an annual basis and linked to the position classification plan and may take into consideration the following prevailing practices and factors: ranges of pay for other positions; prevailing rates of pay for similar employment in both public and private organizations; cost of living; market trends, other benefits; and financial policy and economic conditions of the City. Independent market studies may be authorized at the discretion of the City Council when deemed necessary.

3.02 CLASSIFICATION

Council authorized positions shall have an approved job description and are assigned a salary grade. Each grade has been assigned a corresponding salary range. Periodically, the City may revise its job descriptions, evaluate individual jobs to ensure that they are rated and paid appropriately, and review job specifications to ensure that they are directly job related.

3.03 RECLASSIFICATION

If the duties and responsibilities of a position change significantly, the department head should submit a request for reclassification to the Personnel Officer. The Personnel Officer shall perform an analysis of the position and make the final recommendation for reclassification to the City Council.

No employee shall be removed from employment by means of reclassification or have the job function changed where the action is primarily for the purpose of dismissing the employee.

If the circumstance should arise requiring the abolition of a position, job security shall be maintained by:

1. Returning the employee to a previous position.
2. Promoting the employee based on merit and qualifications.
3. Transferring the employee to another department to fill a position of equal pay.

or

4. Terminating the employee if none of the above alternatives are available.

3.04 WORK PERIODS

The standard work period for the City, except the Police and Fire Departments, are seven consecutive days beginning each Saturday at 12:01 a.m. and ending each Friday at 12:00 midnight.

The standard work period for the Police and Fire Departments (Post certified) is twenty-eight consecutive days.

The work shifts for each department are as determined by the department head with the approval of the City Manager. All employees are to be working on City matters during their work shift.

The Public Works and Power Department will have one member of each department on-call at all times to respond to emergency situations as deemed necessary by the City Manager and Department Head.

The Police and Fire Departments will provide continuous coverage through shift schedules.

3.05 RECORDING WORK HOURS

It is the policy of the City to comply with applicable laws that require records to be maintained of the hours worked by our employees. To ensure that accurate records are kept of the hours actually worked (including overtime hours where applicable) and of the accrued leave time taken, and to ensure payment in a timely manner, all Non-Exempt employees will be required to record their time worked and absences on City's official time period form. This form should be completed daily, signed, and forwarded to your supervisor at the conclusion of each pay period. After reviewing the form and resolving any discrepancies, the supervisor will sign the form and forward it to payroll for processing.

Exempt employees are expected to work at least 40 hours in a work week. As needed an exempt employee may be required to work more than 40 depending on circumstance and work load. Exempt employees, while not required to "clock in", should submit vacation, sick, comp, and any other "non-worked" hours used in a work week to come to a minimum of 40 hours. These hours should be reported to payroll on a bi-weekly basis with the transmission of all other department time cards.

All employees should ensure that actual hours worked and leave time taken are recorded accurately. Falsification of a time record is a breach of City policy and is grounds for disciplinary action, including the possibility of immediate dismissal. All questions about recording work hours should be directed to an employee's immediate supervisor.

3.06 BREAKS

One (1) paid break during each four (4) hour work period is authorized. Breaks are scheduled by the supervisor to best meet work conditions. Breaks are not to exceed fifteen (15) minutes.

3.07 EXCEPTIONS TO WORK PERIODS

The City Manager is hereby authorized to designate other work periods and working hours for employees when, in his opinion, the best interest of the City may be served by such adjustments of the work periods and hours and in accordance with Fair Labor Standards Act (FLSA) laws.

3.08 ATTENDANCE

An employee unable to report to duty on a workday shall notify his immediate supervisor of that fact with reasonable notice

3.09 OVERTIME

In case of disaster, state of extreme emergency, or local peril, as declared by the Mayor or City Manager, the overtime procedures herein established shall not be in effect and compensation procedures will be determined at that time for such conditions.

Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.

Overtime may be authorized only when it is not possible to adjust staffing and/or employee work schedules to perform essential work assignments during regular hours. Overtime should be authorized by the Department Head. No employee may authorize overtime for himself or herself.

Employees may elect to receive compensatory time or payment in the pay period following the period in which such overtime is worked, providing that the time record form has been properly prepared, approved by the supervisor, and forwarded to payroll for processing in a timely manner.

Non-exempt Employee except Public Safety

If you are classified as a nonexempt employee, you will receive compensation for approved overtime work as follows:

1. You will be paid at straight time (i.e., your regular hourly rate of pay) for all hours accumulated and worked through the fortieth hour in any given workweek.
2. You will be paid one and one-half times your regular hourly rate of pay for all hours accumulated and worked beyond the fortieth hour in any given workweek.
3. Overtime is calculated by adding the hours worked. Any amount over 40 hours per week qualifies as overtime. (You are paid for non-working hours, i.e. sick leave, vacation leave, etc. at straight time and these non-working hours are not used to calculate overtime.) Approved City holidays are calculated as hours worked.

Any un-scheduled hours worked in response to an emergency as determined by the City Manager (water leak, snow plowing/salting, flooding, power outages, natural disaster etc.) outside normal shift hours will be paid at an overtime rate regardless of non-working hours during the week.

4. For the purpose of calculating overtime, the workweek normally begins at 12:01 a.m. Saturday and ends at midnight of the following Friday, unless designated otherwise because of varying shifts.
5. You may elect to receive compensatory leave in lieu of overtime pay. You will receive compensatory leave at the rate of one and one-half times your overtime worked in any given work week. If you elect to receive compensatory leave in lieu of overtime pay, you will be allowed to accumulate up to 80 hours.
6. Required Overtime work that falls on a holiday and outside of current job schedule and assignment will be paid at a rate designated by the City Manager.

Non-exempt Public Safety Employee

If you are classified as a non-exempt public safety employee, (non-administrative) you will receive compensation for approved overtime work as follows:

1. You will be paid at straight time (i.e. your regularly hourly rate of pay) for all hours accumulated through the one hundred and sixtieth (171) for police and two hundred and twelve (212) for fire in any given twenty eight day work period.
2. You will be paid one and one-half times your regular hourly rate of pay for all hours accumulated beyond the one hundred and sixtieth (171) for police and two hundred and twelve (212) for fire in any given twenty eight day work period. The City Manager may determine a work period more liberal for public safety employees in the calculation of overtime not to exceed the accrual rate of non-public safety employees.
3. Overtime is calculated by adding the hours worked. Any amount over 160 hours for police and 212 for fire per 28 day work period qualifies as overtime. (You are paid for non-working hours, i.e., sick leave, vacation leave, etc., at straight time and these non-hours are not used to calculate overtime.) Approved city holidays are calculated as hours worked. For all contract work billed at a rate of 1 ½ rate officers will be compensated commensurately.

Any un-scheduled hours worked in response to an emergency as determined by the City Manager (water leak, snow plowing/salting, flooding, power outages, natural disaster etc.) outside normal shift hours will be paid at an overtime rate regardless of non-working hours during the week.

4. You may elect to receive compensatory leave in lieu of overtime pay. You will receive compensatory leave at the rate of one and one-half times your overtime worked in any given work week. If you elect to receive compensatory leave in lieu of overtime pay, you will be allowed to accumulate up to 80 hours and 112 hours for fire personnel.
5. Required Overtime work that falls on a holiday and outside of current job schedule and assignment will be paid at a rate designated by the City Manager

3.10 EXEMPTIONS FROM OVERTIME

All executive, administrative, and professional employees are exempt from overtime pay. The Police Chief shall be compensated at straight time for working additional shifts of other officers or for time when he is otherwise required to work.

3.11 SEPARATION PAY

When employees terminate, they shall be required to return all tools, safety helmets, and other property of the City and to clear all financial obligations prior to receiving their final paycheck. Any obligations not cleared shall be deducted from their final paycheck. Final paychecks shall include compensation for unused annual leave up to the maximum of thirty (30) days allowed and compensatory time up to the allowed carryover limit.

3.12 SEVERANCE PAY

When a full-time employee is separated from City employment due to a reduction in force through no fault of the employee, and when such a separation requires immediate action thereby not permitting a two (2) week notice, the employee shall be paid two (2) weeks severance pay in lieu of the two (2) weeks' notice. Other severance packages above two (2) weeks may be authorized by the City Manager on a case by case basis.

3.13 ON-CALL PAY

Employees who are required to be on-call shall be compensated at the rate as established in the City Compensation Plan as approved by the City Council annually.

3.14 PAY PERIODS AND PAYDAYS

The pay period for all employees shall be the two week period, ending on alternate Fridays. Paydays, shall be the Friday following the end of each pay period.

It is the City policy that all employees are paid by direct deposit to their respective checking or savings account. Accordingly, the City has established an automatic payroll deposit program, which provides automatic transfers of an employee's pay directly to the employee's bank account(s) (checking or savings) on each payday.

Except for employees terminating, the City will only pay on paydays. Employees leaving City service will normally be paid on the regular payday following the date of termination and upon written clearance by the department head concerned that the employee has returned all City property.

The City will not make pay advances to employees.

The method of distributing payroll information shall be established by the City Manager.

3.15 OFF DUTY COURT TIME

Police Officers on official duty attending court trials or hearings on their off duty time will be paid for two (2) hours at one and one-half (1 1/2) of the officer's base rate. If the officer is required to stay beyond two (2) hours, he or she will be paid at one and one-half the base rate for the time attended. The time will begin upon arrival at the court and end when the officer is released by the prosecutor.

To be eligible for payment, the subpoena or court notice must reflect that the employee's appearance was required at least one hour before actually reporting on regular duty. For instance, if an employee is scheduled to report on duty at 1500 hours on any given date, the subpoena or court notice must reflect that the employee reported, according to the subpoena or court notice, prior to 1400 hours to be eligible for compensation. If the subpoena or court notice reflects that the employee reported after 1400 hours, it is assumed that the officer's appearance was in connection with regular duty. If an officer is in court when his regular shift terminates and he is required to remain to give testimony or as a witness in excess of one hour's time, then the employee is eligible to receive compensation.

On the occasions where an employee receives two subpoenas or court notices on the same day, compensation will be received on each subpoena. However, the time lapse between subpoena or court notices must be in excess of two hours.

In the event a trial or hearing is cancelled, the employee will not be compensated unless the employee received notification less than one hour before the trial or hearing. In that event, the employee will be compensated for two hours.

3.16 HOLIDAYS

The following days have been designated by the City Council as paid holidays:

New Years Day	January 1 st
Civil Rights Day	3 rd Monday in January
Presidents Day	3 rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Pioneer Day	July 24 th
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday of November
Friday after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25 th

When a holiday falls on a Saturday, it shall be observed on the preceding workday. When it falls on Sunday, it shall be observed the following workday.

Holidays may be rescheduled by a department head for the Department in special circumstances with the approval of the City Manager.

In lieu of receiving the above designated paid holidays public safety and fire personnel will be granted holiday time annually to be used at their discretion. If the employee leaves service during the calendar year, the holiday leave will be reconciled to the date of termination.

3.17 BENEFITS ADMINISTRATION

FULL-TIME AND PART-TIME EMPLOYEES:

- a. **RETIREMENT PLAN** - Full-time employees are covered by retirement plans. Part-time regular employees working 20 hours or more per week may be eligible to be members of the Utah State Retirement System. In an effort to be as fair as possible and to recruit and retain the best employees, the City may choose to compensate employees differently under certain retirement plans to make up for deficiencies from one plan to another. This determination will be made on a case by case basis by the City Manager.
- b. **HEALTH INSURANCE** - The City pays a contribution towards the premium for medical and dental coverage on full-time employees. Health insurance is available to part time employees who work an average of 30 or more hours per week calculated on an annual basis at a rate proportionate to the hours worked unless otherwise required by law. The health insurance contribution is established as part of the Compensation Plan. All full-time employees are required to maintain health insurance at the single (employee) level of coverage. Dependent coverage is optional as part of the group plan.
- c. **LIFE INSURANCE** - Life insurance coverage on full-time employees and paid on-call firefighters is provided for by the City as established as part of the compensation plan. Additional coverage for full-time employees is available upon payment of the premium at group rates by the employee.
- d. **LONG TERM DISABILITY INSURANCE AND ACCIDENTAL DEATH/ DISMEMBERMENT** - Long term disability insurance and accidental death/dismemberment is provided for by the City as established as part of the compensation plan.

ALL EMPLOYEES:

- a. SOCIAL SECURITY - All paid employees of the City contribute to the F.I.C.A., or Social Security program, as administered by the Federal Government. This is a system of retirement benefits based on equal employer and employee contribution to public insurance reserves.
- b. WORKER'S COMPENSATION - Coverage is maintained in accordance with law.

Details on all Benefits Administration can be obtained from the Finance Director.

3.18 TRAVEL REIMBURSEMENT

Travel expenses on duly authorized trips on City business for attendance at conventions, conferences, or meetings will be reimbursed by the City. All out-of-state travel requires approval by the City Manager. Whenever possible City vehicles will be used for City business.

Travel expenses must be included in an annual budget for each department anticipating travel, as part of the budget process. Any travel expenses in excess of the amount budgeted must have the approval of the City Council.

The following expenses will be considered for reimbursement upon completion of the Travel Expense Report Form and accompanied by the required receipts as listed.

TRANSPORTATION COSTS

If a commercial airline is used, tourist or economy fare MUST be requested and used if available. First class fare will be allowable only on the basis that tourist or economy space was not available between specified points.

If railway or bus is used, first class fare, plus necessary lower berth or roomette is allowable. However, coach facilities, when considered reasonable and satisfactory, should be used whenever possible.

Personal cars may be used if adjudged economical, or advantageous to the City. When a personal car is used for long trips, the City's reimbursement for the use of the car shall be established by the City's Compensation Plan.

When possible, employees shall choose lodging at the conference sponsored hotel that offers a government rate. Traveling employees may elect to stay with friend, relatives, use their personal campers or trailer homes instead of staying in a motel/hotel. The City will compensate the employee fifty percent (50%) of the lowest total cost of the conference sponsored hotel price.

OTHER COSTS

Toll road charges, parking fees, storage charges, emergency repairs and like items may be reimbursed when such toll is necessary for arrival to associated approved travel event.

Charges for car rental or similar services shall be preapproved by the department head.

Conference registration fees and extraordinary expenses, such as purchase of incidental supplies or publications, shall be eligible for reimbursement when accompanied by a receipt.

PER DIEM (receipts not required for reimbursements)

Charges for meals will be paid based upon departure and arrival times on a per-diem basis.

Reimbursement for any expenses not provided herein shall require the approval of the City Manager.

Money may be advanced for anticipated expenses upon request to the City Manager.

3.19 EDUCATIONAL ASSISTANCE

Kaysville City recognizes the importance of educational growth of employees in advancing their technical and managerial skills. Through the Educational Assistance Program the City may provide assistance to an employee who undertakes a course of study which leads to a graduate or undergraduate degree and which is mutually advantageous to the City and the employee. In some cases, irregular work schedules may be considered as a means of accommodating class schedules.

For courses approved by the department head and the City Manager and completed successfully, the City will reimburse employees up to one-half the tuition and required fees for employees accepted for participation in an accredited program. Application for educational assistance shall not normally be approved for reimbursement of courses taken in excess of six (6) hours per semester or quarter.

If the employee is entitled to Veterans or other educational benefits she or he must use such benefits in lieu of City reimbursement. The City reimbursement will be reduced by the amount of reimbursement the employee is eligible for from the Veterans Administration or any other source.

Those accepting this program will be required to sign a statement committing themselves to one (1) year of employment with Kaysville City upon completion of the course work. If the employees are terminated (voluntarily or involuntarily, except reduction in force), they will be required to refund the City monies received under the program during the preceding one (1) year period. The closing date of the quarter or semester will be the date used to determine the parameters of such period.

All approved applicants must be working a minimum of the equivalent of forty (40) hours per week and reimbursements must be included in the current budget.

3.20 UNIFORM CLEANING ALLOWANCE

Police Officers, Reserve Officers shall receive a uniform cleaning allowance as part of the compensation plan. Such allowances are to be used to maintain the department uniform in a neat and proper manner.

SECTION 4

LEAVE POLICIES

4.01 ANNUAL LEAVE

All full-time employees will be granted a paid vacation to be computed on a calendar year basis. Part-time Employees will receive annual leave proportionate to hour worked at the same benefit granted to Full-time Employees. No vacation shall be granted or pay made for vacation credit extended during a six month introductory period, but if full-time status is obtained, vacation shall then be allowed for time served in such introductory status.

- a. Full-time employees will be credited with .833 of a working day per calendar month of employment. (10 days per year or 80 hours.) Full-time fire employees will be credited with 2.166 of a working day per calendar month of employment. (26 days per year or 208 hours.)
- b. After five (5) years of continuous employment each full-time employee shall be granted one working day per calendar month of employment (12 days per year or 96 hours) and full-time fire employees will be granted 2.71 working days per calendar month of employment (32.5 days per year or 260 hours).
- c. After ten (10) years of continuous employment, each full-time employee shall be entitled to 1.25 working days per calendar month of employment (15 days a year or 120 hours) and full-time fire employees will be granted 3.25 working days per calendar month of employment (39 days a year or 312 hours).
- d. After fifteen (15) years of continuous employment, each full-time employee shall be granted 1.66 working days per month (20 days per year or 160 hours) and full-time fire employees will be granted 4.00 working days per month (48 days per year or 384 hours).
- e. Full-time employees annual leave may accrue to a maximum of 30 days (240 hours) and full-time fire employees may accrue to a maximum of 42 days (336 hours). Personnel may only carry over one-half of their yearly accumulated annual leave per calendar year to accumulate the maximum days. Once the maximum leave has been accrued, annual leave earned thereafter must be used within the year that it is earned.
- f. In the event an employee terminates for any reason, all unused vacation credit up to a maximum of 30 days (240 hours) for full-time employees, and 42 days (336 hours) for full-time fire employees will be paid by the City.
- g. All vacation must have the prior approval of the appropriate supervisor. Vacation leave must be authorized in advance, and before it is started, by the supervisor. Employees are required to ask their supervisor for vacation leave in advance to allow him or her to make necessary arrangements concerning the workload.
- h. At times in order to recruit and retain executive level staff, additional vacation leave may be given to acknowledge previous experience with a similar outside organization as approved by the City Manager.

4.02 ADMINISTRATIVE OR TRAINING LEAVE

A full-time employee or employee in their introductory phase of employment may, upon the approval of the City Manager, be granted leave with pay to perform legitimate duties in connection with City business, to attend trade or professional meetings which relate to official duties, or to participate in recognized and authorized training programs.

4.03 FUNERAL LEAVE

When death occurs in the family of an employee, the City shall allow up to three days of Funeral Leave with pay. The family shall be construed to mean father, mother, father-in-law, mother-in-law, wife, husband, brother, sister, children, grandchildren, or grandparents.

4.04 JURY AND COURT LEAVE

An employee who, in obedience to a subpoena or direction by proper authority, appears as a witness for the Federal Government or State Government, or a political subdivision thereof, or serves on a jury, shall be entitled to the difference between his or her regular compensation and the compensation of fees received (in excess of traveling expenses).

Time absent by reason of subpoena in private litigation or by some party other than the Federal Government or State Government or a political subdivision thereof, to testify not in official capacity, but as an individual shall be taken as annual leave or without pay.

4.05 FAMILY AND MEDICAL LEAVE

It is the purpose of the City to grant leave in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the Act shall control.

Employees who are eligible for family or medical leave must have been employed with the City for at least 12 months and worked a minimum of 1250 hours during the last year of employment.

An employee may take up to 12 workweeks of leave when the employee or a member of the employee's immediate family (i.e. spouse, son, and daughter) has a serious health condition.

Serious health condition is interpreted to mean illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital or continuing treatment by a health care provider.

Leave is not to be taken intermittently unless otherwise agreed upon by both the City and employee or when medically necessary.

If you expect to be absent for more than five consecutive work days as a result of an illness, injury, or disability (including pregnancy), you must submit a written request for medical leave to your supervisor and the City Manager as far in advance of your anticipated leave date as practicable. If your absence is due to an emergency, you or a member of your immediate family must inform your supervisor or head of your department as soon as is practicable. This should be followed up with a written leave request, normally submitted within three days of the beginning of your leave. All medical leave requests must be accompanied by appropriate medical certification from your physician, indicating the condition necessitating your leave request and your projected date of return to work.

If your leave request is granted, you are required to provide the City with additional physician's statements at least once every thirty days or more frequently if requested attesting to your continued disability and inability to work. If there is reason to doubt the validity of the physician's statement the City may require a second opinion. A third opinion may also be requested by the City but such opinion is considered final and binding. You may also be required to provide the City access to your medical records.

Before being permitted to return from medical leave, you are required to present the City with a note from your physician indicating that you are capable of returning to work.

Leave is considered to be without compensation. However, all City benefits that operate on an accrual basis (e.g., vacation and paid sick days) continue to accrue only during the first thirty days of your medical leave. All City group health benefits (e.g., hospitalization and major medical insurance) continue during leave on the same terms as if the employee had continued to work. Employees may take accrued sick, personal, or vacation time and apply it as paid leave during any part of their absence. In the event that an employee fails to return after taking leave the City may recover premiums paid to maintain medical coverage during the term of the leave.

The City endeavors to place employees returning from leave in their former positions or positions comparable in status and pay, subject to budgetary restrictions, the City's need to fill vacancies, and the ability of the City to find qualified temporary replacements.

4.06 MILITARY LEAVE

Military leave is authorized for full-time City employees pursuant to the following conditions:

- a. Employees who are members of the organized reserve of the United States armed forces shall be compensated up to 120 hours per year of additional leave to be spent on duty at annual encampment or rifle competition or other duties in connection with the reserve training and instruction requirements of the armed forces of the United States, including the National Guard of this state. This leave shall be in addition to annual vacation leave with pay. Employees who are members of reserve units for the military shall notify their immediate supervisor at least four (4) weeks in advance and shall indicate in writing their intention and anticipation with regard to participating in periods of active duty. Such written notification shall be made part of the individual employee's personnel file.
- b. Employees who enlist or are called or inducted into and enter active service in the State Militia or any branch of the United States armed forces shall be entitled to absent himself from his or her duties or service while engaged in the performance of active duty and while going to and returning from such duty in accordance with the provisions of state or federal law.

4.07 LEAVES OF ABSENCE

Leaves of absence without pay may be granted for periods not to exceed one (1) year to City employees because of illness, for educational purposes, and for other reasons, provided that leaves granted to enable an employee to take an office in the service of the City shall be for the duration of such employee's service therein. Such leaves shall not be regarded as an acquired right by employees and shall be granted only when the service will not be adversely affected thereby. Requests for leave shall be made in writing and, if approved by the City Manager, shall be placed in the employee's personnel files.

Leaves granted to employees who accept regular or full-time employment outside the City's service shall be subject to the approval of the City Council and shall be denied unless the request thereof is accompanied by satisfactory proof that such employment is temporary and that the experience gained thereby will be for the betterment of the City's services.

A leave of absence without pay granted to an employee may be terminated prior to the expiration date thereof with the consent of the appointing authority and the City Council. Failure of an employee to report for duty promptly at the expiration of his or her leave or violation of an agreement or understanding entered into by him or her relative thereto shall be just cause for discharge and the removal of his or her name from any eligible list or lists on which it may appear.

4.08 LEAVE FOR ATTENDANCE AT INDUSTRIAL ACCIDENT COMMISSION HEARINGS OR RELATED PHYSICAL EXAMINATIONS OR LEAVE AS A RESULT OF AN INDUSTRIAL ACCIDENT

Employees who have been injured in the course and scope of their employment with the City and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the City's Worker's Compensation Insurer or the Industrial Accident Commission or to attend hearings of the Industrial Accident Commission may be granted leave with pay for such absences by the department head when she or he determines such absences are in the best interest of the City and only if the employee is in pay status at the time of the scheduled examination or hearing.

Employees who have been injured in the course and scope of their employment with the City are entitled to receive compensation according to the City's Worker's Compensation Insurance. If the employee elects to use sick leave as a result of a work-related injury, the employee shall reimburse the City the amount of the Worker's Compensation payment. The City, in turn, will credit the employee's sick leave accrual by the number of hours, based on the employee's hourly rate that such payment represents.

4.09 SICK LEAVE

Sick leave shall not be considered as a privilege that employees may use at their discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee or an immediate family member of the employee.

All full-time employees will be granted sick leave benefits on a calendar year basis. Part-time regular Employees will receive sick leave proportionate to hour worked at the same benefit granted to full-time employees.

- a. Sick leave with pay at the rate of one working day shall accumulate to the credit of each employee of the City for each calendar month of satisfactory employment, except that an employee will not receive pay for any sick leave taken during his or her six month introductory period.
- b. Any employee who shall claim sick leave benefits for a period in excess of three days, may be required to furnish proof of illness or hospitalization to the department supervisor.
- c. Upon extended use of sick leave the City Manager may require additional proof of illness or hospitalization. The City Manager may determine if leave is to be granted.
- d. Sick leave may be donated from one employee to another in the extreme case of grave illness and after all other sick leave on the part of the ill individual has been exhausted. Determinations of the ability of a person to donate or receive donated sick leave are to be made by the City Manager.

As an incentive to reduce sick leave abuse, after an employee has accumulated eighteen (18) unused sick leave days (144 hours), she or he may convert one third (1/3) of his or her annual sick leave accumulation to cash or annual leave each January if she or he chooses to do so. Only sick leave taken above 24 hours during the year will decrease the convertible portion by the number of days used.

SECTION 5

DISCIPLINE AND GRIEVANCES

5.01 DISCIPLINARY PROCEDURES

It is the responsibility of all employees to observe regulations necessary for the proper operation of City functions. Administrative procedures have been established for the handling of disciplinary measures such as reprimand, suspension, reduction in pay, demotion and dismissal. All such disciplinary measures shall follow the presentation of charges to the employee.

The general procedure for discipline shall be to:

- a. Instruct the employee on what is expected.
- b. Remind the employee of what is expected when an infraction occurs.
- c. Warn the employee if the infraction continues.
- d. Impose one or more of a range of sanctions.

VERBAL WARNINGS - whenever grounds for disciplinary action exist, and the supervisor determines that more severe action is not required, the supervisor should verbally communicate to the employee the observed deficiency. Written documentation of the reprimand should be recorded in the employee's personnel file. Sufficient time for improvement should be given before more formal disciplinary action is taken.

WRITTEN REPRIMAND - A department head may reprimand an employee in writing. Such reprimand should be addressed to the employee and a signed copy should be delivered to the Personnel Officer for inclusion in the employee's personnel file.

SUSPENSION - A department head, with the concurrence of the City Manager, may suspend an employee without pay. On or before the effective date, the employee and City Manager shall be furnished with a written statement setting forth reasons for the suspension.

DEMOTION - A department head may, with the approval of the City Manager, demote or reduce in pay any employee for the good of the service or for disciplinary reasons.

DISMISSAL - For any of the following violations, the employee may be subjected to dismissal following an opportunity for a hearing or review of the dismissal. The department head must have the concurrence of the City Manager. A written letter stating the reasons for dismissal must be sent to the employee being dismissed. Causes for disciplinary action may include, but are not limited to, the following:

1. Refusal to comply with a lawful instruction unless such instruction is injurious to the employee's or the general public's health or safety.
2. Insubordination or disloyalty to the City.
3. Conviction of a misdemeanor or felony while an employee of the City.
4. Indulging in offensive conduct or using offensive language toward the public or toward the City officers or employees.
5. Deliberate or careless conduct endangering the safety of others.

6. Inducing or attempting to induce any employee in the service of the City to commit an unlawful act in violation of City regulations, official policy, or departmental orders.
7. Using, threatening, or attempting to use personal or political influence in an effort to secure special consideration as a City employee.
8. Carelessness or negligence with City monies or property.
9. Theft or intentional destruction of City property.
10. Dishonesty in work or conduct.
11. Being under the influence of alcohol or drugs while on duty.

5.02 APPEAL OF DISCHARGE OR TRANSFER

All full-time and part-time regular employees of the City, other than the City Manager, department heads, and those employees still in the introductory phase of their employment, shall have the right to appeal any discharge or transfer.

The appeal shall be taken by filing written notice of the appeal with the City Recorder within ten (10) days after discharge or transfer. Upon the filing of the appeal, the City Recorder shall forthwith refer a copy of the same to the City Manager. Upon receipt of the referral from the City Recorder, the City Manager shall forthwith commence an investigation, take and receive evidence and fully hear and determine the matter which relates to the cause of the discharge or transfer.

The employee shall be entitled to meet with the City Manager in person and discuss and examine any evidences against them. The City Manager will have ten business days after the formal meeting in which to render a decision in the appeal.

In the event that the City Manager does not uphold the discharge or transfer, the employee will be reinstated at their previous level, pay, and job description, the case shall be closed, and no further proceedings shall be held.

In the event the City Manager upholds the discharge or transfer, the employee may have 14 days thereafter to appeal to the Appeal Board decision shall be final. The Appeal Board shall be established by City Ordinance.

The employee shall be entitled to appear in person and to be represented by counsel, to confront the witness whose testimony is to be considered, and to examine the evidence to be considered by the Appeal Board.

The decision of the Appeal Board shall be by secret ballot, and shall be certified to the Recorder within five (5) days from the date the matter is referred to it. The Board may, in its decision, provide that an employee shall receive his pay for the period of time during which he or she is discharged, or any deficiency in pay for the period he or she was transferred to a position of less remuneration but not to exceed a 15 day period. In no case shall the employee be discharged or transferred, where an appeal is taken, except upon a concurrence of at least a majority of the Appeal Board of the municipality.

In the event that the Appeal Board does not uphold the discharge, or transfer, the Recorder shall certify the decision to the employee affected, and also to the Head of the Department from whose order the appeal was taken. The employee shall be paid, commencing with the next working day following certification by the Recorder of the Appeal Board's decision, provided that the employee, or officer concerned, reports for his assigned duties during that next working day.

The decision of the Appeal Board shall be deemed to be final and no other appeals in such case shall be heard.

5.03 EMPLOYEE GRIEVANCE PROCEDURE

POLICY - It shall be the policy of Kaysville City to address grievances of all employees in a prompt, forthright, and professional manner. Within the framework of existing laws and regulations, every effort shall be made to address grievances in a manner mutually satisfactory to employees and management. A grievance may exist when an employee is dissatisfied with some condition or aspect of employment over which he or she has no control but desires remedial action and is desirous of filing an appeal for relief of that condition. Employees who have grievances created by work situations shall have the right to submit such grievances for orderly disposition according to the procedures developed in this section.

PURPOSE AND OBJECTIVE - The purpose of this section is to establish a grievance procedure which will provide all Kaysville City employees with a clearly defined and easily understood communications system through which employees may present complaints or grievances to their supervisor(s). The objective of these procedures is to provide employees and management with a system of grievance resolution which is free from discrimination, coercion, intimidation, restraint, or reprisal, and which will also enable employees to receive fair and equitable treatment and adjustments to those grievances which they may have.

DEFINITIONS:

GRIEVANCE - A grievance is a dispute regarding the interpretation or application of any rule, regulation, policy, or procedure which exists under the personnel administration system of Kaysville City Corporation, filed by a City employee alleging a violation of the terms, provisions, and/or conditions of his or her employment, except for involuntary financially remunerative matters.

NON-GRIEVANCE - A non-grievance is any matter of action taken by the City or any of its representatives for which relief is provided under the statutes of the State of Utah, or any matter specifically excluded from this set of procedures by provisions included herein, such as wages, and salaries, or any policy decision made by the City Council and/or City Manager.

EMPLOYEES - An employee in the grievance process is any person in the classified service in full-time regular or part-time regular, or full-time fire employees status.

MANAGEMENT - Management includes the City Manager and all department heads.

PROCEDURES

All grievances shall be handled in the following manner:

STEP 1 - The employee with a complaint or grievance shall report in writing and discuss the issue with the immediate supervisor after the affected employee first knew or became aware of the act or condition upon which the grievance is based. The immediate supervisor shall render a decision within five (5) workdays of the date he became aware of the grievance by the employee's report.

STEP 2 - If no mutually agreeable settlement is reached under Step 1, then the grievance shall be filed in writing to the employee's department head by the affected employee, specifying which term(s) or condition(s) of their employment he feels have been violated or might require relief, within five (5) workdays after receiving the decision from his immediate supervisor. The department head shall have five (5) workdays after receiving the written grievance to thoroughly investigate the matter, place his finding in writing, and notify the parties concerned of his decision.

STEP 3 - If no mutually agreeable settlement is reached under Step 2, the employee may petition in writing, within five (5) workdays after receipt of the department head's determination and decision, that the department head's decision be reviewed by the City Manager. The City Manager shall investigate the case, request all pertinent facts, and after review thereof, render a decision within ten (10) workdays after receipt of the written appeal. The decision of the City Manager shall be submitted in writing to all parties.

STEP 4 - If no mutually agreeable settlement is reached under Step 3, the employee or other party may petition in writing, within five (5) workdays after receipt of the City Manager's determination and decision, that the City Manager's decision be reviewed by the City Council. The City Council shall investigate the case, request all pertinent facts, and hold a hearing thereon and after review thereof, render a decision within thirty (30) workdays after receipt of the written appeal. The decision of the City Council shall be submitted in writing to all parties concerned and shall be final and binding on all parties to the grievance.

RESPONSIBILITIES

EMPLOYEE - The employee having the grievance shall be responsible to carry on the grievance process as far as she or he deems necessary to reach a satisfactory solution.

MANAGEMENT - Management shall ensure that all supervisory personnel respond affirmatively to this directive and process any grievance which they may receive appropriately.

SECTION 6

MISCELLANEOUS

6.01 ANTI-NEPOTISM

It shall be the policy of Kaysville City to comply with the Anti-Nepotism clause as stated in the Utah State Code.

No appointing authority may appoint or vote for the appointment of his or her father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, to any positions within the same department.

Appointing authority is defined as the person(s) who make the selection or give consent to the selection.

6.02 GARNISHMENTS

The City is opposed to employees receiving garnishments. Department heads should discuss the matter with such employees and arrange for improvement of the situation. More than one garnishment may justify the City in taking disciplinary action.

6.03 POLITICAL ACTIVITY

No employee in the service of the City shall hold a City political office. No City employee or official shall solicit verbally, or by a letter, or be in any other manner concerned in obtaining any assessments, contributions, or services for any political party from an employee employed by the City.

Nothing herein contained shall be construed to restrict the right of the employee to hold membership in, and support a political party and candidates, to maintain political neutrality, or to attend political meetings after working hours.

6.04 OUTSIDE EMPLOYMENT

No employee may engage in additional employment which in any manner interferes with the proper and effective performance of official duties or which results in a conflict of interest. It is necessary that an employee give priority to his or her job with Kaysville City.

Employees of Kaysville City are permitted to engage in secondary or outside employment as long as said employment does not result in a direct conflict of interest or otherwise negatively impact his or her work for Kaysville City. Employees interested in outside employment should submit a letter to their department head, in writing, detailing the nature of the employment and how this secondary work will not interfere with city employment or result in a conflict of interest.

There are several factors which determine if there is a conflict of interest. Any one of these factors by itself may constitute a conflict.

1. Being engaged in work for an outside employer during the same hours one is scheduled to be working for the City.
2. Disclosing information acquired by reason of City position for personal or another's private gain or benefit.
3. Using, or attempting to use, City position to secure special privileges or exemptions for self or others.
4. Accepting employment which would impair independence of judgment in the performance of public duties in a City position.
5. Engaging in a business venture or organization which is conducting business with the City.
6. Utilizing the City's resources and/or materials for purposes other than those required in the position held with the City.

7. Finding oneself incapable of performing at full capacity in the City position because of fatigue, anxiety, or other impairment caused by outside employment.

6.05 CONFLICTS OF INTEREST

No officer or employee shall use his or her position for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

6.06 ETHICS

All officers and employees of the City must comply with the "Utah Public Officers and Employees Ethics Act." Employees are also expected to comply with any codes of ethics applicable to their professions.

6.07 USE OF CITY PROPERTY

Except as may be provided within this or other valid policies, no employee shall use, consume or employ City supplies, equipment, property or personnel for any personal gain or benefit. Employees of the City shall use supplies, equipment, property and personnel to transact or perform the business of the City exclusively and for no other purpose. All employees are expected to exercise reasonable care to protect and safeguard City supplies, equipment or property from abuse, damage or loss.

Any employee who uses or allows others to use City supplies, equipment, property or personnel in ways that are not permitted may be subject to disciplinary action, up to and including termination. If the employee violates any Federal, State or local law, the City may also initiate judicial proceedings against the employee.

This policy is intended to allow employees the occasional, infrequent benefit of using city equipment without causing expense to the City in lost time or cost of supplies and maintenance. It is not intended for ongoing personal projects, large projects, or any income producing projects.

Permitted Use

City equipment may be used for limited personal matters as described below as long as it is not for any income producing activity and the employee pays for any supplies and/or direct user costs associated with the use of the equipment. Permitted personal use shall be on an occasional and infrequent basis and not for any large or lengthy projects.

Permitted personal use shall be by an employee of the City only. Friends, relatives, or other persons shall not be allowed to use or operate the equipment or observe the use of equipment. No equipment will be removed from the City premises for a use inconsistent with this policy. Laptop computers should not be removed from City premises unless authorized by the department director for City business. A laptop computer may be used for limited personal matters consistent with this policy only in locations where the computer is taken for official City use. For example, if an employee is required to take a laptop computer home or while traveling for City purposes, that employee may use that laptop for personal use consistent with this policy at home or while traveling.

Permitted personal use shall be during non-working time. Personal use shall only occur Monday through Friday and no later than 8:00 PM. No personal use of city equipment shall occur on Saturday or Sunday.

Limited Liability

Personal use of City equipment shall be solely at the employee's risk. Employees desiring to use City equipment

must agree to indemnify, release, and hold the City harmless by signing and submitting the appropriate form contained herein prior to using the equipment. The City offers this opportunity to employees and may change, prohibit, and eliminate this benefit at any time without any notice. Permitted personal use shall be approved by the department head responsible for the equipment and City Manager. Employees who use the equipment without completing the appropriate form and obtaining prior authorization may be subject to termination or other discipline.

6.08 SMOKING

In order to maintain a safe and comfortable working environment and to ensure compliance with the Utah Indoor Clear Air Act, smoking in City offices and facilities is strictly regulated. You should familiarize yourself with those areas throughout the City premises where smoking, including electronic cigarettes is either permitted or prohibited. For your convenience, these areas have been marked clearly. Because the City may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in any non-smoking area may be subject to disciplinary action.

Please contact the City Manager or his designee if you have any questions regarding smoking policy. Complaints regarding violations of this policy may be filed under the City's grievance procedure.

The City discourages its employees from smoking as this is regarded as a poor health habit. Smoking is permitted, however, during breaks and lunch period in authorized areas only.

6.09 TELEPHONES & CELL PHONES

Much of the City's business is conducted over the telephone and should be used for business. If personal calls are necessary, they should be brief so as not to interfere with business. Casual "chatty" conversation during business hours is inappropriate. Personal long-distance calls shall not be charged to City telephones without prior approval and reimbursement by the user.

Only those employees authorized by their department head and/or the City Manager are authorized to have a City-issued cell phone. The level of monthly service for such City-issued cell phone shall be commensurate with the amount of City business conducted and needed by the employee. If the employee would like additional features or minutes for personal use, they may purchase them at a rate set to cover the additional cost incurred. Employees may upgrade their phone once a year (unless broken or deemed unworkable). At the time of upgrade the employee has the option to upgrade their phone from the department issued standard cell phone at an additional cost. If the employee pays the additional cost to upgrade the phone, the phone becomes property of the employee upon disconnection from the City plan.

The primary purpose of all City-issued cell phones shall be to facilitate City business. The City will allow limited personal use of the City-issued cell phones, though personal use of City cell phones shall not be excessive and shall not interfere with the performance of job duties. The City reserves the right to monitor the billing and use of all City-issued cell phones. By accepting the use of a City-issued cell phone, the employee also understands that excessive use of the cell phone that hinders job performance may result in disciplinary action. Cellular transmissions can be overheard by others. Discretion should be used in discussing confidential information on a cell phone. Employees, who are authorized to use a City-issued cell phone shall agree to be readily available to take calls, respond to e-mails and text messages during working hours. Employees, who are authorized to use their personal phone for work purposes shall use best judgment when taking calls, responding to e-mails, and text messages outside of his or her working hours to ensure that he or she is not working unreasonable or unapproved overtime. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment. An employee who violates the conditions of these policies relating to cell phones and use will be subject to having the use of his or her City-issued cell phone terminated.

In addition, employees may be subject to disciplinary action, up to and including termination, for any violation of these policies.

6.10 CREDIT CARD USE

Certain city employees including Department Heads are issued a credit or purchase card. Use of these cards should be minimized as much as possible. A receipt should accompany all card purchases. Department Heads may allow support staff to use the card assigned to them in order to meet the needs of the department on a case by case basis. The card holder is responsible for all purchases made on the card and should code all expenses to appropriate budget expense category. Credit card use is subject to all existing procurement and purchasing policies. Because of the added risk of fraud and theft, extra care should be exercised in the use of all credit and purchase cards issued to employees for City authorized expenditures.

6.11 VEHICLE USE

PURPOSE AND OBJECTIVE - The purpose of this policy is to define and describe the conditions related to the use of City vehicles, or the use of personal vehicles in the conduct of City business by City employees. The objectives are as follows:

- a) Ensure the safety and well-being of City employees and other persons sharing the roadways with City vehicles or personal vehicles operated by City employees in the conduct of City business.
- b) Facilitate the efficient and effective usage of City resources.
- c) Minimize liability to the City.
- d) Establish standard requirements and procedures for all City Departments and employees who drive a City owned or personally owned vehicle in the course of City business.

SCOPE AND APPLICATION - The Vehicle Use Policy applies to all City employees to whom the City grants the privilege of operating a City owned, leased, or rented vehicle and to all employees engaged in the operation of a personally owned vehicle in the conduct of City business. Administration and application of these provisions is the responsibility of each Department Head. Each Department Head shall designate a Department Fleet Manager to implement and apply these provisions under the direction of the Department Head. The Department Head may elect to perform the duties of Fleet Manager for that Department.

GENERAL VEHICLE USE - The City reserves the right to deny any employee the use of a City vehicle or the right to use a personally owned vehicle in the conduct of City business for failure to adhere to the Vehicle Use Policy and may upon notification in writing to the employee, elect to not indemnify an employee for events arising out of an employee's operation of a City owned vehicle or a personally owned vehicle while engaged in the conduct of City business. An employee who does not adhere to the City's Vehicle Use Policy may be subject to appropriate disciplinary action up to and including termination.

In order to be authorized to operate a City vehicle or to operate a personal vehicle in the conduct of City business, an operator must be an employee of Kaysville City and must possess a valid Utah Driver's License. This license must be issued in the appropriate license classification. Non city employees are able to ride in city owned vehicles when prudent to carry out city business but should never operate city owned vehicles.

The employee must sign the Kaysville City Driver's License and Driving History Information authorization form and be deemed as insurable based on the standards outlined in the Kaysville City Motor Vehicle Record and Insurability Standards.

In the event an employee's driver's license is suspended, limited in any manner, or revoked for any reason, the employee shall promptly notify in writing the employee's Department Head with written notice within one working day after the employee learns of the action related to his driver's license. A copy of the notice shall be forwarded by the Department Head with a record of action taken by the Department Head to the City Manager and Human Resource Director. The employee shall not operate any City vehicle or personal vehicle while engaged in the conduct of City business during the term of the stipulated suspension, any penalty, restriction, limitation, or other disciplinary action imposed. It is the responsibility of a City employee to report all citations issued by any police agency to the employee related to the employee's operation of a City owned vehicle or a personal vehicle while engaged in the conduct of City business. Failure to comply with this provision of this Vehicle Use Policy provision shall subject an employee to disciplinary action up to and including termination from employment.

The driver and all occupants must wear seat belts at all times when operating any City vehicles or while operating a personal vehicle while engaged in the conduct of City business. The driver must obey all traffic laws at all times. Drivers of City vehicles must follow all motor vehicle laws, rules of the road, and operate the vehicle in a safe and courteous manner.

The use of alcohol, illegal drugs, or any legal drugs or substances that may impair or might reasonably be expected to impair in any way the operator of a City vehicle or a personal vehicle while engaged in the conduct of City Business is prohibited.

Smoking is prohibited in City vehicles.

Upon approval to operate a City owned vehicle or to operate a personal vehicle in the conduct of City business an employee is deemed to have been given notice that the employee has read and understands he/she is responsible under the provisions of this paragraph. Payment of any fines or legal costs associated with vehicular infractions incurred while operating a City vehicle shall be the sole responsibility of the driver unless deemed by the City Manager that the associated fine was due to no fault of the operator; for example, a vehicle safety infraction.

In the event of a motor vehicle accident involving a City owned vehicle or personal vehicle engaged in the conduct of City business, it is the driver's responsibility to immediately seek the assistance of ambulance or EMT services if there are injuries resulting from the accident, notify police, their immediate supervisor, and ensure that an Accident Report is completed at the scene. The driver's immediate supervisor is to notify the City Manager and Finance Director immediately. If a motor vehicle accident results in any one or more of the following, the driver shall submit to a drug test at the earliest possible time after the accident at a facility determined by the City Administration:

- i. Injury to any person:
- ii. Issuance of a moving violation to the driver who is employed by the City:
- iii. The driver is taking any medications; and
- iv. There is any other reason the employee's supervisor deems it advisable to have a drug test performed to secure the invested interest of the City.

DESIGNATED EMPLOYEE USE -

a) Fleet Use:

City vehicles are assigned by the Department for the daily use to perform work related activities. The vehicle is limited to official City business. Reasonable stops may be made while en route of City operations or during break or lunch periods. The vehicle is garaged at a City facility.

b) On-call Emergency Use:

City vehicles may be assigned by the Department for overnight use to an employee for work related activities on an on-call basis. Incidental personal use of City Vehicles is permissible. Vehicles may be garaged overnight at the employee's residence when the employee is officially on-call only.

c) Assigned Vehicle (Non-Public Safety):

City vehicles may be assigned by their Departments to employees to allow them to respond to work related activities as required and as determined by the Department, and vehicle use by Department Heads as determined by the City Manager. Non-City employees are prohibited from riding in or operating any City-owned vehicles unless authorized by the Department Head and only in limited circumstances. Incidental use while traveling to and from work is permissible. Vehicles may be garaged overnight at the employee's residence.

d) Assigned Vehicle (Public Safety):

City vehicles are assigned to each officer to allow him/her to respond to public safety related activities as required. These employees have 24-hour use of their assigned vehicles and may be used for personal use. Any non-public safety passengers prior to the officer responding to an emergency response situation must be discharged from the vehicle in a safe location prior to responding to a situation. Non-public safety passengers may ride in public safety vehicles when authorized by the Department. Vehicles may be garaged overnight at the employee's residence.

All City vehicles must be garaged no more than twenty-five miles from the City.

MAINTENANCE AND CARE OF VEHICLES - Each employee using a City owned vehicle shall inspect the vehicle each day prior to usage for damage, inoperable lights, safe tires and any other condition that may be a safety hazard. Any issues discovered as a result of such inspection shall be reported to a supervisor.

All City vehicles shall be locked when not in use or when unattended.

Proper use, care and cleanliness of the City vehicle is the responsibility of the employee assigned to or utilizing the vehicle.

Each employee assigned a City owned vehicle is responsible for scheduling or returning the vehicle for routine or scheduled maintenance or repairs.

IDENTIFICATION OF CITY VEHICLES - Each vehicle unless otherwise exempt (Utah Code 41-1-a-407) shall have a license plate displaying the letters "EX" on every vehicle owned, operated or leased by the City.

Each city owned vehicle shall display a visible identification logo, eleven inches or larger in diameter designating the vehicle as the property of the City and placed in a conspicuous place on both sides of the vehicle.

Safety is critical to our operations, therefore all employees or volunteers operating Kaysville City owned vehicles or who operate any vehicle while conducting business for or on behalf of Kaysville City must be qualified as an "Acceptable" driver per this Driver Qualification Policy prior to operating said vehicles on any public roadway.

A Commercial Driver's License is required for operators of commercial motor vehicles. This license is required pursuant to the Commercial Motor Vehicle Safety Act.

Drivers, or potential drivers' MVR (Motor Vehicle Record) will be screened pre-hire and monitored thereafter.

Drivers will be qualified as "Acceptable," "Borderline" or "Unacceptable." Drivers whose qualification is "Borderline" will require approval from their Department Head before operating a vehicle on public roadways while conducting, or traveling for Kaysville City business. Drivers with a "Borderline" qualification who are authorized by management to drive may do so on a probationary basis. Drivers with an "Unacceptable" qualification will not be allowed to operate Kaysville City owned vehicles or any vehicle while conducting, or traveling for Kaysville City business. An "Unacceptable" qualification will remain in place for 1 year or until alternative measures are taken to mitigate the violation(s) that result in a negative qualification status.

All drivers must possess a valid Driver License with endorsements appropriate for the vehicles to be operated. The driver qualification evaluation will be based on the driver's MVR and other work related motor vehicle incidents, whether or not the incident is reported to the DLD (Driver License Division) and recorded on the driver's MVR. All violations or incidents recorded on the MVR, whether they occurred on the job or not, are included in the driver qualification evaluation.

"Acceptable", "Borderline" and "Unacceptable" qualification will be determined using the following criteria:

Moving Violations	At-Fault Accidents			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>0</u>	Acceptable	Acceptable	Borderline	Unacceptable
<u>1</u>	Acceptable	Acceptable	Borderline	Unacceptable
<u>2</u>	Borderline	Borderline	Unacceptable	Unacceptable
<u>3</u>	Unacceptable	Unacceptable	Unacceptable	Unacceptable
<u>4</u>	Unacceptable	Unacceptable	Unacceptable	Unacceptable

Any single major violation may result in an "Unacceptable" qualification as determined by the City Manager. Major violations include the following or an equivalent:

- Driving under the influence of alcohol/drugs
- Failure to stop/report an accident
- Reckless driving/speeding contest
- Driving while impaired
- Making a false accident report
- Vehicular homicide, manslaughter or assault
- Driving while license is suspended/revoked
- Careless driving
- Attempting to elude a police officer

6.12 ELECTRONIC INFORMATION RESOURCES

Electronic information resources including telephones, cellular phones, printers, voice mail, E-mail, the Internet and other network files or accounts are available to employees of Kaysville City. These services are available to promote efficiency in the workplace.

The use of electronic information is a privilege, not a right. Inappropriate use of these resources may result in disciplinary action (including the possibility of termination), and/or referral to legal authorities. The supervisor or system administrator may limit, suspend or revoke network access.

The network and electronic information must be in support of the purposes of Kaysville City. Personal use of these resources during work hours should be brief and of an incidental nature. The use should not interfere with City work responsibilities. Personal Use of City owned computer systems is permitted only when such use is during employee's personal time and does not conflict with regular City responsibilities or business. Additional computer programs not essential for city business are not allowed to be added to equipment owned by Kaysville City.

Transmission or receipt of any inappropriate material, or material in violation of law or City policy is prohibited. This includes but is not limited to: copyrighted material; material protected by trade secrets; the design or detailed information pertaining to explosive devices, criminal activities or terrorist acts; sexism or sexual harassment; pornography; gambling; illegal solicitation, racism; inappropriate language; use of product advertisement or political lobbying. Illegal or inappropriate activities, or activities of any kind that do not conform to rules, regulations and policies of Kaysville City are prohibited.

It is advised not to reveal personal information, such as home address, phone numbers, passwords, credit card numbers, or social security number. This also applies to others' personal information or that of organizations.

Each user is expected to abide by the generally accepted rules of user etiquette. These rules include, but are not limited to the following:

- Be polite. Never send or encourage others to send abusive messages. Use appropriate language. You may be alone on a computer, but what you write, send or receive can be viewed globally. E-mail is not guaranteed to be private. Everyone on the system has potential access to E-mail. As employees of a governmental organization, anything you write or send can be requested to be viewed by any member of the public. Do not write or send anything you would not want displayed for all to see.
- Do not use the network in any way that would disrupt network use by others. Use electronic mail appropriately, no sales, advertisement, solicitations, etc.
- Vandalism is not allowed. Vandalism is defined as any malicious attempt to harm or destroy property of the user, another user or of any other agencies or networks that are connected to the network, or the Internet system. Vandalism also includes, but is not limited to abusive overloading of data on the server or the uploading, downloading or creation of computer viruses.

Security on any computer system is a high priority because there are multiple users. Do not use another individual's account nor log on to the system as the system administrator. If you identify a security problem, notify your supervisor or system administrator immediately.

Kaysville City makes no warranties of any kind whether expressed or implied, for the service it is providing. Kaysville City will not be responsible for any damages you suffer while on this system. These damages may include but are not limited to: loss of data as a result of delays, non-deliveries, mis-deliveries, or service interruptions caused by the system or your errors or omissions. Use of any information obtained via the information system is at your own risk. Kaysville City denies any responsibility of the accuracy of information obtained through electronic information resources.

Passwords are an important aspect of computer security. They are the front line of protection for user accounts. A

poorly chosen password may result in the compromise of Kaysville City's entire corporate network. As such, all Kaysville City employees are responsible for taking the appropriate steps, as outlined below, to select and secure their passwords by doing the following:

- All system-level passwords (e.g., root, enable, NT admin, application administration accounts, etc.) must be changed on at least yearly, or when the network administrator changes, or at times network administrator deems necessary.
- All production system-level passwords must be part of the network administered global password management database in KeePass or other approved application.
- All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed at least every 90 days at the discretion of the network administrator.
- Users cannot use the same or similar password as the past 24 passwords.
- Passwords must not be inserted into email messages or other forms of electronic communication.
- All user-level and system-level passwords must conform to the guidelines described below.

Do not use the same password for Kaysville City accounts as for other non-Kaysville City access (e.g., personal ISP account, option trading, benefits, etc.). Where possible, don't use the same password for various Kaysville City access needs. Do not share Kaysville City passwords with anyone, including administrative assistants or secretaries. All passwords are to be treated as sensitive, Confidential Kaysville City information.

Don't reveal a password over the phone, in an email, or to anyone. If someone demands a password, refer them to this document or have them call the network administrator.

If an account or password is suspected to have been compromised, report the incident to the network administrator and change all passwords.

Password cracking or guessing may be performed on a periodic or random basis by the administration or its delegates.

If a password is guessed or cracked during one of these scans, or found out by other means the user will be required to change it.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

6.13 SOCIAL NETWORKING

Employee's participating on internet social networking sites (Facebook, Twitter, etc.) must use appropriate discretion to not discredit or disparage the City or themselves as employees of the City. In order to achieve and maintain the public's highest level of respect, employees are expected to follow the standards of conduct below.

- (a) Except in the performance of an authorized duty, any use of department equipment to access social networking sites, blogs or bulletin boards while on duty is prohibited except under limited circumstances at the discretion of the City Manager. If an employee is authorized to access social networking sites while on duty the employee must refrain from excessive use. For the purposes of this section, "excessive" means accessing a site(s) to the point that it interferes with the City's operations or the employee's ability to properly perform his or her duties, as determined by his/her Supervisor, Department Head or the City Manager.

- (b) Employees shall not post, transmit, and/or disseminate information (texts, pictures, video, audio, etc.) to the internet or any other forum that would tend to discredit, disparage or reflect unfavorably upon the City or its employees. Any inappropriate or unsatisfactory occurrences observed should be addressed with the employee's immediate supervisor.
- (c) Personal Social Networking Account Posts. Employees are prohibited from posting, transmitting and/or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies Kaysville City or any department without the express written permission of their department head.
- (d) City Sponsored Social Networking Account Posts. Only authorized employees within the scope of assigned job duties shall post on City sponsored websites representing the City.
- (e) Upon request from their department head, employees are to remove any content that is in violation of this policy in a reasonable and prompt manner.

Violations of this policy may subject an employee to disciplinary action, up to and including termination. Content posted to the internet has the potential to be shared broadly, including individuals with whom you did not intend to communicate. Employees are strongly discouraged from posting information regarding off duty activity that may bring their reputation into question. Nothing in this policy is intended to prohibit or infringe upon any employees communication, speech or expression that has been clearly established as protected or privileged.

6.14 PERSONAL APPEARANCE

Impressions gained by the public visiting the office or dealing with City employees at any location are very important to the City as a public entity. Consequently, employees are expected to take pride in their appearance grooming (including facial hair) and to dress in a neat and clean manner. Employees in departments that have specific uniform standards shall follow the uniform guidelines set by that department.

- (a) Appropriate Dress. Traditional business attire; dress or casual slacks or leggings, i.e. khakis, capri pants, casual dress-length dresses or dress-length skirts, or maxi-length skirts or dresses; shirts or blouses; open collared shirts or sweaters, i.e., golf shirts or polo shirts; blazers, sport coats, vests or cardigans. Jeans or denim pants, shorts, hats and tennis shoes may be worn if they are appropriate for the position
- (b) Inappropriate Dress. halter or spaghetti strap tank top (unless covered by a jacket); tube top; revealing or low-cut clothing or clothing showing bare midriffs; miniskirts; and low hanging pants;
- (c) Body piercing other than earrings should not be visible.
- (d) Visible tattoos are discouraged, but will be allowed if they are not violent, offensive or pornographic.

On Fridays or any other designated day, the City may allow employees to dress in a more casual fashion than is normally required and jeans or denim pants in good condition and tennis shoes may be worn. Jeans must not have holes or be frayed. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, disheveled or similarly inappropriate clothing.

Any employee who does not meet the standards of this policy will be required to take corrective action. The

employee's supervisor and/or department head is responsible for providing individual feedback to employees who do not meet the City's standards of dress. Violation of this policy may result in disciplinary action up to and including termination.

6.15 SEXUAL ABUSE AND MISCONDUCT PREVENTION

Kaysville City Corporation (City) prohibits and does not tolerate sexual abuse or misconduct in the workplace or during any city-related activity. The City provides procedures for employees, volunteers, elected officials, appointed officials or any other victims of sexual abuse to report such acts. Those reasonably suspected or believed to have committed sexual abuse or misconduct will be appropriately disciplined, up to and including termination of employment, as well as criminal prosecution. No employee, volunteer, elected official, appointed official or other person, regardless of his or her title or position has the authority to commit or allow sexual abuse or misconduct.

Definitions and Examples

The following definitions or examples of sexual abuse, misconduct or harassment, may apply to any and/or all of the following persons – employees, volunteers, officials or other third-parties.

Sexual abuse or misconduct may include, but is not limited to:

- Child sexual abuse – any sexual activity, involvement or attempt of sexual contact with a person who is a minor (under 18 years old) where consent is not or cannot be given.
- Sexual activity with another who is legally incompetent or otherwise unable to give consent.
- Physical assaults or violence, such as rape, sexual battery, abuse, molestation or any attempt to commit such acts.
- Unwanted and intentional physical conduct that is sexual in nature, such as touching, pinching, patting, brushing, massaging someone's neck or shoulders and/or pulling against another's body or clothes.
- Material such as pornographic or sexually explicit images, posters, calendars or objects.
- Unwelcome and inappropriate sexual activities, advances, comments, innuendoes, bullying, jokes, gestures, electronic communications or messages (e.g. email, text, social media, voicemail, etc.), exploitation, exposure, leering, stalking or invasion of sexual privacy.
- A sexually hostile environment characterized as comments or conduct that unreasonably interferes with one's work performance or ability to do the job or creates an intimidating, hostile or offensive environment.
- Direct or implied threats that submission to sexual advances will be a condition of employment or affiliation with the organization.

Reporting Procedure

Immediately report suspected sexual abuse or misconduct to any of the following individuals:

- City Finance Director
- City Manager
- City Attorney
- Mayor

It is not required to directly confront the person who is the source of the report, question or complaint before notifying any of the individuals listed. The City will take every reasonable measure to ensure that those named in any complaint of misconduct, or are too closely associated with those involved in the complaint, will not be part of the investigative team.

Anti-Retaliation and False Allegations

The City prohibits retaliation made against any employee, volunteer, board member or other person who lodges a good faith complaint of sexual abuse or misconduct or who participates in any related investigation. Making knowingly false or malicious accusations of sexual abuse or misconduct can have serious consequences for those who are wrongly accused. The City prohibits making false or malicious sexual misconduct allegations, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination of employment or membership and criminal prosecution.

Investigation and Follow-up

The City will take all allegations of sexual abuse or misconduct seriously and will promptly, thoroughly and equitably investigate whether misconduct has taken place. The City may utilize an outside third-party to conduct an investigation of misconduct. The City will cooperate fully any investigation conducted by law enforcement or other regulatory/protective services agencies. The City will make every reasonable effort to keep the matters involved in the allegations as confidential as possible while still allowing for a prompt and thorough investigation.

Reporting to Law Enforcement or Appropriate Child or Adult Protective Services

The City is committed to following the state and federal legal requirements for reporting allegations or incidents of sexual abuse or misconduct to appropriate law enforcement and child or adult protective services organizations. It is the policy of the City not to attempt to investigate or assess the validity or credibility of an allegation of sexual or physical abuse as a condition before reporting the allegation to the property law enforcement authorities or protective services organizations.

Employee and Worker Screening and Selection

As part of its sexual abuse and misconduct prevention program, the City is committed to maintaining the diligent screening program for prospective and existing employees, volunteers, elected officials, appointed officials and others that may have interaction with those employed by, associating with or serviced by the City. The City may utilize a variety of methods of screening and selection, including but not limited to applications, personal interviews, criminal background checks and personal and professional references.

Supervision of Youth

To provide a safe environment for minors, the City strives that a minimum of two adult workers supervise or be in attendance with minors during organization-related activities. The purpose is to avoid one-on-one interactions between adults and minors that are not easily observable by others. No out of program contact is permitted between

representatives of the city and minors, all contact shall be for official purposes and functions only. This includes rides to/from activities, one-on-one mentorship, etc.

6.16 Employee Fitness Room

The Fitness Room located in the Police Station provides employees with a convenient opportunity to exercise, which provides health benefits for the employees who participate and in turn provides the City with healthier, more fit, employees.

Regular Full-time, regular part-time and paid-on-call employees, age 18 and older, and elected officials are eligible to use the fitness room upon signing a Medical Waiver and Risk Acceptance Form.

The City may institute a user fee, subject to approval by the City Manager.

Medical Waiver and Risk Acceptance Forms

The City provides the room and has financed the equipment, but is not responsible for supervised training or assistance to users in the use of the equipment. It is each user's responsibility to ensure they are medically fit to use the equipment. Consequently, the City shall require each user to sign a medical waiver and risk acceptance form. By signing this form, the user understands they are accepting full responsibility and assumption of risk for their decision to use the equipment and that they accept full risk for any injury that may occur while they are using the equipment.

Hours of Operation and Use of Own Time

The hours of operation of the Fitness Room shall be 24 hours a day, seven days a week. Employees shall not use the room during the time they are being compensated by the City. This rule shall not apply to employees of the Police Department or Fire Department so long as the exercise period is authorized by the employees Chief.

Unauthorized Use of Room

Only properly enrolled users are authorized to use the room. Any other use is unauthorized and shall subject an offending employee to disciplinary action, which may include termination. Any employee who allows unauthorized use of the facility shall also be subject to disciplinary action, which may include termination. Such actions may also subject the employee to criminal prosecution for theft of services.

Orientation

It shall be the responsibility of each user to read the instructions for each piece of equipment before use.

Use of the Equipment

Each user must use the equipment in the proper way and never abuse or misuse it. Each user must clean up after themselves and leave the facility in as good or better condition than when they came in. Food and beverages, other than water, are not permitted in the Fitness Room.

Dress

Dress guidelines are defined to promote an appropriate image, while promoting confidence, comfort, and ease while using the fitness equipment. The City's Sexual Harassment Policy does apply at the Kaysville City Fitness Room.

Guidelines:

- Avoid the use of clothing or accessories that might mar or damage the equipment or facilities;
- Attire shall be clean;
- Clothing and attire should be in good taste, in keeping with the public nature of the gym.

Examples of unacceptable clothing include, but are not limited to:

- Ripped, frayed, or torn clothing;
- Excessively short or revealing clothing;
- Exposed midriff/tops;
- Clothing that no longer fits.

Violations

Violation of this policy may subject an employee to disciplinary action, up to and including termination. Violations by an employee's spouse or guest may result in discontinuation of that person's use of the facility.

6.17 Vehicle Allowance

Some City employees are required or expected to travel on City business using their personal automobile. It is not always practical or cost effective to provide employees with a City vehicle. Select employees receiving a vehicle allowance as part of a compensation package for an employee's position may receive a monthly flat rate and shall use their private vehicle for City business.

AUTHORIZATION AND RESPONSIBILITY

The City Manager or designee shall periodically review this program to determine the equity of the compensation levels to which employees are assigned. The Finance Department is responsible for recommending changes in compensation levels for employees covered by this policy, for reviewing reimbursement forms for accuracy and proper account code information and for monitoring employee compliance with policy requirements. All participating employees are responsible for complying with the requirements of this policy as a condition of participation.

DEFINITIONS

City Business – Any act by an employee which is required in order to perform his/her assigned duties or any act which is within the employee's course and scope of employment. Commute to and from home is not considered City business.

Employee – (a) full-time, benefitted employee of Kaysville City.

Good Driving Record – (a) not being convicted of more than two moving violations in any twelve month period or (b) not being convicted of a reckless driving or DUI violation.

POLICY PROCEDURES

Employees participating in this program shall comply with the following requirements in order to be eligible to receive program benefits:

1. Employees shall possess a valid Utah Driver's License and maintain a good driving record. The revocation or suspension of that license may result in the employee no longer being eligible for participation in the program. If an employee's driver's license is suspended or revoked at any time, the employee shall immediately notify his/her supervisor and shall not operate personal vehicles on City business. Proof of a valid driver's license and insurance may be requested by the City at any time.
2. Any employee operating a private vehicle on City business may be subject to disciplinary action, up to and including termination, for negligent, unlawful or other wrongful driving.
3. An employee that accepts a vehicle allowance also accepts financial responsibility for damage to his/her personal vehicle even if the damage is incurred while using the vehicle for City business. The vehicle allowance is intended to be sufficient to cover the cost of adequate collision and comprehensive insurance. Any employee receiving a vehicle allowance shall be required to furnish proof of insurance to the City. A photocopy of the insurance coverage summary page shall be provided to the City Manager or designee. Should the status of any policy change, current insurance information shall be provided to the City Manager or designee immediately. The employee is further encouraged to disclose the business use of their vehicle(s) to their insurance agent.
4. The employee shall maintain collision and comprehensive insurance on the vehicle that at least meets the following requirements:
 - a. Personal Bodily Injury: \$100,000 per person
 - b. Personal Injury Protection: \$3,000 per occurrence
 - c. Property Damage: \$50,000 per occurrence; and
 - d. Aggregate Liability: \$250,000 per occurrence

The employee's insurance coverage shall be primary. If, while on City business, the employee incurs liability not covered by the employee's private insurance, the employee will be covered by the City subject to the terms, limits, and conditions under the Utah State Governmental Immunity Act.

5. Damage to vehicles should be repaired on a timely basis.
6. Employees should report any changes in the vehicle(s) that they use for City business to the City Manager or designee.
7. Employees should maintain personal vehicles on their own time.
8. Vehicle allowances are the employee's compensation for costs of insurance, fuel, maintenance and the purchasing of personal vehicles. Those receiving a car allowance from the City shall not use the City's gas card system, supplies or its fleet services to maintain the vehicle.
9. If an employee receives a car allowance and is off work due to illness or accident for over one month, the City has the right to suspend the allowance for the duration of the absence from work.
10. Those who receive vehicle allowances should use their vehicles without reimbursement from the City, to attend meetings, or otherwise conduct City business anywhere within a 50-mile radius of Kaysville City Hall. For travel beyond this area, mileage and appropriate reimbursement may be requested pursuant to the City's travel policy.
11. If requested in advance, employees should keep a daily log of miles traveled on City business in their personal vehicle, and provide the City Manager or designee with a compiled record of this log. The City may periodically audit employees who receive a vehicle allowance.
12. Failure to comply with these policies and procedures may result in the loss of the vehicle allowance, reimbursement of costs to the City, and/or employee disciplinary action.
13. Authorization of a Personal Vehicle Allowance shall be limited to the City Manager and Department heads.

14. Employees receiving a vehicle allowance shall be compensated an amount not to exceed \$450 per Employee based upon anticipated use and scope of responsibility. Vehicle allowance compensation amounts will be reviewed periodically by the Finance Department. The following factors should be considered when determining the appropriate amount for a vehicle allowance:
 - a. The amount of required or expected travel within or outside of the City;
 - b. The frequency of on-call or call back work and evening and weekend City business; and
15. Payment of a vehicle allowance shall be approved by the City Manager or Designee in writing.

SECTION 7

DRUG AND ALCOHOL TESTING

7.01 PURPOSE AND INTENT OF SECTION

The City Council finds that a healthy and productive work force, safe working conditions free from the effects of drugs and alcohol, and maintenance of quality services rendered by the City are important to the City, employees, and the general public. The City Council further finds that the abuse of drugs and alcohol may create a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of services rendered to the public.

Therefore, in balancing the interests of the City, employees, and the welfare of the general public, the City Council finds that fair and equitable testing for drugs and alcohol in the workplace, in accordance with this Section, is in the best interests of the City, its employees and the public.

The cooperation of all employees is required in order for our drug and alcohol policy to be successful, consequently, Kaysville City requires that all employees meet the expectations of these rules:

1. Possession or storage of alcohol or drugs in company vehicles is strictly prohibited. An employee will be considered in possession of drugs or alcohol if any controlled, illegal or improperly used substance is discovered on the employee's person, in the employee's locker, office, tool box, personal, work place equipment, lunch box while on company property, or company vehicle or equipment which is in their custody.
2. Employees are prohibited from being at work, conducting company business, or operating company-provided vehicles or equipment under the influence of drugs or alcohol.
3. Employees shall not use prescription drugs unless medically authorized to do so under a valid prescription from a doctor.

7.02 GENERAL REQUIREMENTS FOR COLLECTION AND TESTING

All sample collection and testing for drugs and alcohol under this Section shall be performed in accordance with the following conditions:

1. The collection of samples shall be performed under reasonable and sanitary conditions;
2. Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;
3. Sample collection shall be documented, and the documentation procedures shall include:
 - (a) Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results; and
 - (b) an opportunity for the Employee or prospective employee to provide notification of any information which may be considered relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant medical information.
4. Sample collection and storage shall be performed so as reasonably to preclude the probability of sample mix-up, contamination or adulteration; and
5. Sample testing shall conform to scientifically accept analytical methods and procedures. Testing shall include verification or confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or other comparable reliable analytical method, before the result of any test may be used as a basis for any action.

7.03 DRUGS FOR WHICH TESTS TO BE CONDUCTED

When drug and alcohol screening is required or performed under the provisions of this policy, a urinalysis and/or blood test will be given to detect the presence of one or more or all of the following drugs or drug groups:

The City may test for the following substances: marijuana, cocaine, opiates/opioid, phencyclidine, amphetamines/methamphetamines, barbiturates, benzodiazepines, methadone, propoxyphene, Spice, and buprenorphine.

The City reserves the right to test for additional drugs, add or delete drugs, or to change the cutoff levels at the City's sole discretion and/or based on State, Federal, Including Federal Motor Carrier Safety Regulations and SAMHSA certified laboratory conditions or standards.

7.04 JOB APPLICANT TESTING: GENERAL STANDARD

Applicants for all classes of employment will be required to undergo a drug and alcohol test upon an offer of employment and prior to their final appointment. This includes current Employees who are applying for other City positions.

7.05 CURRENT EMPLOYEE TESTING: GENERAL STANDARD

1. The City may require a current City Employee to undergo drug and alcohol testing if there is Reasonable Suspicion by the immediate supervisor or other management personnel that the Employee is using or under the influence of drugs or alcohol during work hours.
2. Department Heads are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that Reasonable Suspicion existed to warrant the testing of an Employee. This documentation shall be forwarded to the City Manager or designee.
3. This section shall not require Reasonable Suspicion for the testing of current Employees who are applying for other employment positions.

7.06 NOTICE AND CONSENT

1. Before a drug and alcohol test is administered, Employees and job Applicants will be required to sign a consent form authorizing the test and permitting release of test results to City officials. The consent form shall provide space for Employees and Applicants to acknowledge that they have been notified of the City's drug testing policy and to indicate current or recent use of prescription and over-the-counter medication
2. The Employee or job Applicant, in signing the consent form also indicates that he/she has received information regarding:
 - (a) the City Drug and Alcohol Policy and its purpose;
 - (b) the consequences of a confirmed positive test result;
 - (c) the right to explain a confirmed positive test result and the appeal procedures available; and
 - (d) the consequences of refusing to undergo a drug and alcohol test.

All recruitment announcements for any position, including in-house recruitment and promotion within the City, will disclose that a drug and alcohol test is a requirement for hiring.

7.07 PRE-EMPLOYMENT TESTING

1. Before any City hiring authority offers employment to an Applicant, he/she will notify the City of the final or top Applicant for the position. The City Manager or designee will schedule an alcohol and drug screening test for the Applicant.
2. The City Manager or designee or Department representative shall give the Applicant a copy of this policy, a consent form to complete and the date of the test appointment. The consent form must be signed before the Applicant may be tested.

3. After the City Manager or designee has received the test results from the medical testing facility, he/she will inform the hiring Department head of the test results. This disclosure will only be whether the test is positive or negative, and shall be kept confidential by City personnel.
4. The Department head or City Manager or designee will notify the Applicant of the test results.

7.08 RANDOM TESTING

1. The City may impose a system of drug testing imposed without individualized suspicion that a particular individual is using illegal drugs or alcohol.
2. Testing will be a uniform testing of employees occupying a specified department(s) or position or a statistically random sampling of employees based on a neutral criterion.

7.09 REASONABLE SUSPICION TESTING

1. A supervisor may upon Reasonable Suspicion meaning an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is using or under the influence of drugs or alcohol. Circumstances which constitute basis for determining "Reasonable Suspicion" may include but are not limited to a pattern of abnormal or erratic behavior; information provided by a credible source; a work related accident; direct observation of use or presence of typical physical symptoms .
2. After obtaining approval of the Department head or the City Manager or designee, ask any on-duty Employee to submit to an immediate alcohol and drug screening test in accordance with the following guidelines:
 - (a) The Employee's Department head or his/her designee shall advise the City Manager or designee of the determination of Reasonable Suspicion as soon as practicable, but such notification shall not be a prerequisite for testing.
 - (b) The Employee shall be given a "Test Consent Form" to complete and sign immediately after a determination of Reasonable Suspicion.
 - (c) The Employee will be taken immediately by a designated City Employee or official to a City approved testing facility.
 - (d) If the Employee has been taken to an emergency medical facility for medical treatment, the supervisor or Department head should make a reasonable attempt to obtain a Sample at such emergency medical facility for testing in accordance with the prescribed procedures. All employees shall be required as a condition of employment to sign in advance and to be kept of file a consent to the taking of a blood sample in case of an on the job injury rendering them incapable of giving consent.
 - (e) The Employee may be immediately removed from duty and assisted in getting home after the drug and alcohol screening test, if appropriate.

- (f) The Employee may be placed on administrative leave (with pay) until the test results are available and a preliminary administrative review and decision has been conducted and made.
- 2. An alcohol and drug screen test for Reasonable Suspicion may include both urinalysis and/or blood test.
- 3. Results from the alcohol and drug screen test will be given by the testing facility to the City Manager or his/her designee.

7.10 REFUSAL TO CONSENT: EMPLOYEES

An Employee who refuses to consent to a drug and alcohol screen test when Reasonable Suspicion of drug or alcohol use has been determined is subject to disciplinary action up to and including termination of employment. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action. No disciplinary action shall be taken without first discussing the matter with the Employee.

7.11 CONFIRMATION OF TEST RESULTS

- 1. An Employee or job Applicant whose drug test yields a positive result may be given a second test using a gas chromatography/mass spectrometry (GC/MS) test. The second test shall use a portion of the same test Sample withdrawn from the Employee or Applicant for use in the first test. The second portion shall be identified and kept in accordance with standard procedures of the testing facility.
- 2. If the second test produces a positive result, the Employee or Applicant shall be notified of the results in writing by the appropriate Department head or City Manager or designee. The letter of notification shall identify the particular substance found and its concentration level.
- 3. An Employee or Applicant whose second test produces a positive test result may, at the Employee's or Applicant's own expense, have a third test conducted on the same sample at a different laboratory selected by the City.

7.12 CONSEQUENCES OF A CONFIRMED POSITIVE TEST RESULT

Applicants: Job Applicants may be denied employment with the City if their initial positive test results have been confirmed. Applicants who are current City Employees may be denied employment in the position for which application was made. Applicants shall be appropriately informed if they are rejected on the basis of a confirmed positive test result. Employee applicants shall be referred to the City Manager for appropriate action.

Employees: If an Employee's positive test result has been confirmed, the Employee is subject to disciplinary action up to and including termination of employment in accordance with Section 5 of the Kaysville City Personnel Rules and Regulations. Factors to be considered in determining the appropriate disciplinary response include the Employee's work history, length of employment, current job performance, and the existence of past disciplinary actions. No disciplinary action should be taken against Employees who voluntarily identify themselves as drug users, prior to the time it is apparent their use has been detected and who obtain counseling and rehabilitation and thereafter refrain from violating the City's policy on drug and alcohol use. However, this provision shall not restrict the City from taking disciplinary action arising from other violations of City conduct rules and standards or making job reassignments and/or suspensions to reduce the risks of accident or injury that may result from the use of alcohol or drugs.

7.13 EMPLOYEES/APPLICANT RIGHTS

1. An applicant will be provided an opportunity to meet with the City Manager or Department head to comment and provide information regarding the results of any positive test and seek a second confirmation test as provided herein.
2. If an Employee's Positive Test result has been confirmed, disciplinary action may be taken by the City and the Employee shall be informed of such disciplinary action in writing. Thereafter, the Employee may request a hearing in which he or she may appeal the application of disciplinary action against him or her. If the disciplinary action involves discharge or termination of employment or transfer from one position to another, the appeal shall be conducted in accordance with the provisions of 5.03 of the Kaysville City Personnel Rules and Regulations. All appeals not involving discharge, termination or transfer shall be conducted in accordance with section 5.02 of the Kaysville City Personnel Rules and Regulations.
3. No disciplinary action may be taken against an Employee based on a confirmed Positive Test result unless the City Manager finds by a preponderance of the evidence that:
 - (a) The Employee's supervisor or Department head had Reasonable Suspicion to believe that the Employee was using and/or under the influence of drugs and/or alcohol while on the job; and
 - (b) The Employee's drug test results are accurate.
4. Within five (5) days following the close of the hearing, the City Manager shall issue a written Decision and Findings of Facts supporting that Decision.
5. Appeal: An Employee denied promotion or disciplined as a result of a Positive Test result may appeal the action in accordance with Section 5.02 of the Kaysville City Personnel Rules and Regulations.

7.14 DISCIPLINARY OR REHABILITATIVE ACTIONS

Upon receipt of a verified or confirmed Positive Test result which indicates a first known violation of the City's written policy, or upon the refusal of an Employee or Applicant to provide a Sample, the City may use that test result or refusal as the basis for disciplinary or rehabilitative actions, which may include the following:

1. a requirement that the Employee enroll in a City approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, as a condition of continued employment;
2. suspension of the Employee with or without pay for a period of time;
3. termination of employment;
4. refusal to hire an Applicant; or
5. other disciplinary measures in conformance with the Kaysville City Personnel Rules and Regulations.

Participation in a rehabilitation, treatment or counseling program does not necessarily mean that appropriate disciplinary action will not be taken for violation of the City's drug and alcohol policy.

7.15 CONFIDENTIALITY OF INFORMATION

1. All information, interviews, reports, statements, memoranda, or test results received by the City through its drug or alcohol testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceeding, except in a proceeding related to an action taken by or involving the City or in compliance with a court order or subpoena.
2. The information described in Section 7.13.1 shall be the property of the City.
3. The City is entitled to use a drug or alcohol test result as a basis for action under any other appropriate provision of the Kaysville City Personnel Rules and Regulations.

7.16 PRIVACY IN COLLECTION OF SAMPLES FOR TESTING

Except in cases of emergency Samples shall be provided at the testing facility designated in Appendix "A" and in accordance with the rules and regulations of such testing facility. In order to ensure that there is no tampering, street clothes, bags, briefcases, purses, and other containers may not be carried into the area where the Sample is produced.

7.17 LABORATORY TESTING

All drug and alcohol testing of Employees and Applicants shall be conducted at medical facilities or laboratories selected by the City.

7.18 CONFIRMATION TEST REQUEST BY APPLICANT OR EMPLOYEE

1. An Applicant or Employee may request a confirmation test of the same Sample within 24 hours of notification of a Positive Test and a review by the City.
2. The cost of the confirmation test must be paid to the City in advance by the Applicant or Employee. If the confirmation test is negative, the City shall reimburse the Applicant or Employee for the cost of the test.
3. The confirmation test will be performed by a Laboratory selected by the City and interpreted by a qualified person of the City's choice. This may be the same testing facility designated in Appendix "A".
4. Opportunity to Reapply: Any Applicant rejected for employment as a result of a Positive Test may reapply for employment with the City any time after six (6) months for any position for which he or she may qualify.

7.19 TIME OF TESTING - COST OF TESTING AND TRANSPORTATION

1. Any drug or alcohol testing by the City in accordance with this Section shall occur during or immediately after the regular work period of current Employees and shall be deemed work time for purposes of compensation and benefits for current Employees.

2. The City shall pay all costs of testing for drugs or alcohol required by the City, including the cost of transportation.

7.20 NO CITY RESPONSIBILITY FOR FAILURE TO TEST OR DETECT SUBSTANCE OR PROBLEM, OR FOR TERMINATION OF TESTING PROGRAM

The City has no responsibility or duty for any testing program or procedure in accordance with this Section, including, but not limited to any of the following:

1. Failure or refusal to test for drugs or alcohol, or failure to test for a specific drug or other substance;
2. Failure or refusal to test for, or if tested for, failure to detect, any specific drug or other substance, disease, infectious agent, virus, or other physical abnormality, problem, or defect of any kind; or
3. Termination or suspension of any drug or alcohol testing program or policy.

7.21 EMPLOYEE NOT "HANDICAPPED"

An Employee or Applicant whose drug or alcohol test results are verified or confirmed as positive in accordance with the provisions of this Section shall not, by virtue of those results alone, be defined as a person with a "handicap" for purposes of Chapter 35, Title 34, the Utah Anti-Discrimination Act, or any similar or comparable Federal law.

7.22 NO PHYSICIAN-PATIENT RELATIONSHIP CREATED

A physician-patient relationship is not created between an Employee or Applicant and the City or any person performing any test or any portion or part thereof, solely by the establishment and implementation of a drug or alcohol testing program in accordance with this Section.

SECTION 8

DISCLAIMERS

8.01 GENERAL DISCLAIMER

It is the policy of Kaysville City to establish reasonable rules of employment conduct (i.e., guidelines for management and employees to follow) and to ensure compliance with these rules through a program consistent with the best interests of Kaysville City and its employees.

This manual is not, and shall not be construed as, an explicit or implied contract, shall not modify any existing at-will status of any Kaysville City employee, and shall not create any due process requirement in excess of federal or state constitutional or statutory requirements. The term at-will means employees can terminate or be terminated at will. Exceptions are employees having written contracts signed by the Mayor or Kaysville City.

Additionally, it is the policy of Kaysville City to strive for safety in all activities and operations, and to carry out the commitment of compliance with health and safety laws applicable to Kaysville City by enlisting the help of all employees to ensure that public and work areas are free of hazardous conditions.

Kaysville City reserves the right to change any of its policies and/or procedures at any time in the future for any reason. Therefore, if you have suggestions or comments concerning the content of this manual, please submit them in writing to the Kaysville City Manager for review.

8.02 SAVINGS CLAUSE

If any rule, subdivision, sentence clause, phrase or provision of these policies and procedures or the application thereof be found to be invalid or in conflict with any state or federal law, the conflicting portion shall not affect the application or force of the balance of these policies or procedures.

SECTION 9

FORMS

1. Employee Acknowledgement/Ethics Declaration

2. Electronic Information Resources

3. Vehicle Use

4. Fitness Room

5. Sexual Harassment

6. City Property

Employee Acknowledgement/Ethics Declaration

I, _____ have received a printed or digital copy of the Personnel Rules and Regulations, Employee Handbook, or Human Resource Manual or I know where I can access a copy. I acknowledge and agree to abide by the policies and rules herein. I acknowledge the various consequences of not following the established policy guidelines. I agree to follow the policies in this manual as long as I am employed by Kaysville City.

In addition, I hereby authorized Kaysville City to obtain my Motor Vehicle Record (MVR). An acceptable MVR based upon the City's insurance requirements and standards is a condition of employment. Kaysville City may at any time request and review my MVR. I have read and understand the Motor Vehicle Record and Insurability Standards and the Employee Vehicle Use Section of this manual and understand that failure to maintain an acceptable MVR and abide by the Vehicle Use Policy may result in revocation of driving privileges, re-assignment to a non-driving position, as well as disciplinary action up to and including termination of employment.

Finally, I acknowledge that honesty, integrity, and ethics in the workplace are of the utmost importance.

Employee Name: _____

Employee Signature: _____

Date: _____

FITNESS ROOM SIGN UP FORM

AND ASSUMPTION OF RISK

Please Print:

Employee Name _____

Department _____

Home Telephone Number _____ Work Telephone Number _____

I have read the rules for the use and operation of the Fitness Room and I agree to abide by them.

I, the undersigned, do hereby certify that I am free of any health problems that would cause me to not be able to use the equipment in the Fitness Room. I release Kaysville City and its officers, employees, and agents from any and all responsibility or liability for any health problems or injuries that may occur from my participation in the use of the Fitness Room and any and all equipment and facilities in it (hereafter "Fitness Room") or from any subsequent exercise or other activities that I may engage in as a result of using the Fitness Room.

I further agree to assume all risks related to my use of the exercise facility. I hereby release and discharge Kaysville City Corporation from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the my use or intended use of the facilities and equipment.

I agree to indemnify, defend and hold Kaysville City and its officers, employees, and agents harmless from any and all claims or lawsuits filed as a result of any health problems or injuries I may sustain.

I agree to assume all risk and responsibility for my actions or inactions in the use of all of the Fitness Room and understand that serious injuries may occur from the use or misuse of the Fitness Room.

I understand that permission to use the exercise facility shall be at the sole discretion of the City and may be revoked at any time.

Dated this _____ day of _____, 201____.

—

Employee Signature

PLEASE RETURN THIS FORM TO THE HUMAN RESOURCES OFFICE

CITY EQUIPMENT USE SIGN UP FORM

AND ASSUMPTION OF RISK

Please Print:

Employee Name _____

Department _____

Home Telephone Number _____ Work Telephone Number _____

I have read the rules for the use and operation of the City Equipment for personal use and I agree to abide by them.

I will limit my use of City Equipment to the following facilities: _____. I will only use City Equipment for personal use when I am not working and between Monday through Friday from 5:00 PM to 8:00 PM. I agree to be completely done with any work and have the facilities cleaned to as good, or better, conditions than when I began using them. I will not begin using the facilities until this form has been signed by myself, the appropriate Department Head, and City Manager.

I, the undersigned, do hereby certify that I release Kaysville City and its officers, employees, and agents from any and all responsibility or liability for any loss or liability arising directly or indirectly from the use of City Equipment, including any liability or claimed liability on the part of Kaysville City because of any damage to person or property (including death) and will defend and hold Kaysville City harmless against any expense, including all legal fees, disbursements, fines and assessments.

I further agree to assume all risks related to my use of the exercise facility. I hereby release and discharge Kaysville City Corporation from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the my use or intended use of the facilities and equipment.

I agree to indemnify, defend and hold Kaysville City and its officers, employees, and agents harmless from any and all claims or lawsuits filed as a result of any loss, liability, or injury I or those affiliated with the use of this equipment may sustain.

I agree to assume all risk and responsibility for my actions or inactions in the use of the City's equipment and understand that serious injuries and death may occur from the use or misuse of the equipment.

I understand that permission to use the City's facilities shall be at the sole discretion of the City and may be revoked at any time.

Dated this _____ day of _____, 201_____.

—

Employee Signature

Approved by the Department Head of the facility this _____ day of _____, 201____.

—

Department Head Signature

Approved by the City Manager this _____ day of _____, 201____.

—

City Manager Signature

PLEASE RETURN THIS FORM TO THE HUMAN RESOURCES OFFICE

REV: 03/18

HARASSMENT POLICY

RECEIPT AND ACKNOWLEDGEMENT

I acknowledge that I have received the Kaysville City Corporation Policy Statement on Harassment. I understand that it is my responsibility to be familiar with and conform to the procedures contained in this policy. I am expected to abide by the rules and requirements contained in the policy with regard to the reporting of harassment, including the obligation to report violations of the policy and not to retaliate against anyone for exercising his/her rights under this policy. I understand that failure to comply with the policy could result in disciplinary action up to and including termination of employment.

Printed Name

Signature

Date

STAFF REPORT



MEETING DATE: April 19, 2018

ITEM NUMBER: 6.c.

TYPE OF ITEM: Work

PRESENTED BY: Public Works

SUBJECT/AGENDA TITLE: Water meter purchases

EXECUTIVE SUMMARY:

In 2013, the Public Works department began researching water meter options to start preparing for a transition from analog style meters to digital meters that were capable of AMI operation (the ability to remotely collect billing data, rather than sending personnel to each of the nearly 8,000 metered connections to collect the data). After 6 months of research, the department finally settled on the Neptune T10 water meter. In the 4 years since, these meters have proven to be extremely durable and reliable (especially when compared to other makes and models). The customer service has proved to be equally dependable and reliable.

After determining that a joint AMI system with power wasn't in the City's best interests, Public Works began coordinating with Neptune to configure a price for the purchase of the roughly 5,700 remaining meters, the option to have the vendor install them, and the purchase and install of the data collectors and software necessary for AMI functionality. Public Works received a quote in late 2017 that would amount to a savings of over \$110,000 (compared to the pricing at that time). With the vendor install option, the transition would be closer to a year, rather than a 2 or 3 year project if it was entirely done internally.

On May 11th, Neptune will be putting a price increase into effect nationwide. The quote will expire at midnight on May 10th, and the difference in the quote we have and the price increase would be over \$148,000. Public Works is seeking approval to sign a PO of roughly \$1,500,000 for the meters, the option to have assistance in installation and the purchase and install of data collectors and software.

COUNCIL OPTIONS: Move this item to a future WORK or ACTION agenda

RECOMMENDED OPTIONS: Staff would recommend that this item be moved to an action item for the next council meeting (May 3rd) where we would then seek approval to sign a PO with the vendor for \$1,500,000.

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION: The water department has been saving portions of its enterprise funds against this project for several years and would be utilizing part of this fund balance.

ATTACHMENTS: Neptune T10 meter info
Current process vs AMI process



NEPTUNE TECHNOLOGY GROUP

T-10® METER

SIZES: 5/8", 3/4", and 1"



T-10® water meters are warranted for performance, materials, and workmanship.

Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Neptune provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, E-CODER® (ARB VII), E-CODER®)R900i™, E-CODER®)R450i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

KEY FEATURES

- Register
 - Magnetic drive, low-torque registration ensures accuracy
 - Impact-resistant register
 - High-resolution, low-flow leak detection
 - Bayonet-style register mount allows in-line serviceability
 - Tamperproof seal pin deters theft
 - Date of manufacture, size, and model stamped on dial face
- Lead Free Maincase
 - Made from lead free, high-copper alloy
 - NSF/ANSI 372 certified and NSF/ANSI 61 compliant
 - Lifetime guarantee
 - Resists internal pressure stresses and external damage
 - Handles in-line piping variations and stresses
 - Lead free, high-copper alloy provides residual value vs. plastic or composite
 - Electrical grounding continuity
- Nutating Disc Measuring Chamber
 - Positive displacement
 - Widest effective flow range for maximum revenue
 - Proprietary polymer materials maximize long-term accuracy
 - Floating chamber design is unaffected by meter position or in-line piping stresses

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

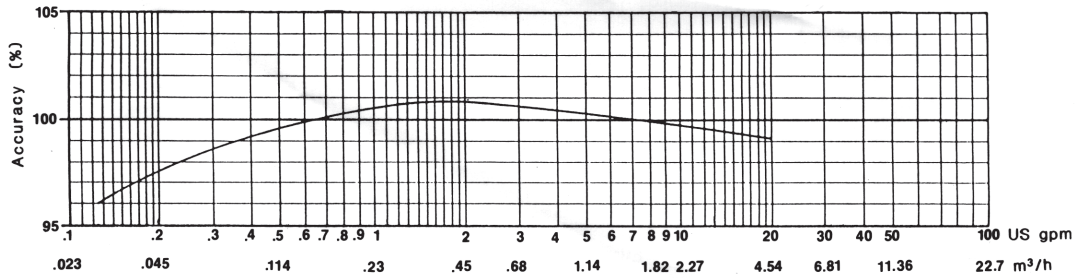
CONSTRUCTION

WARRANTY

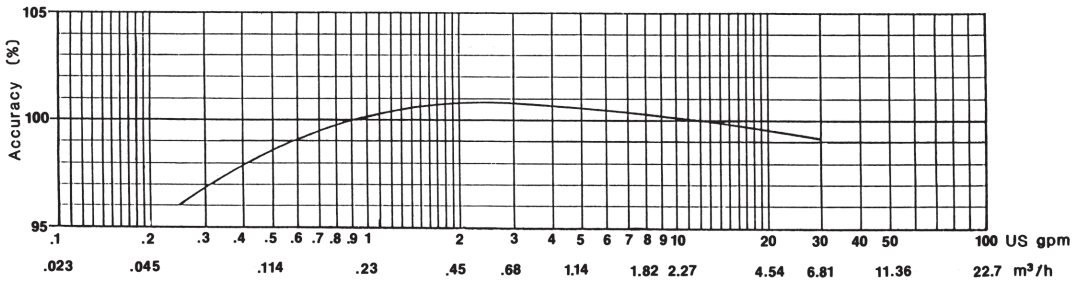
GUARANTEED SYSTEMS COMPATIBILITY

SYSTEMS COMPATIBILITY

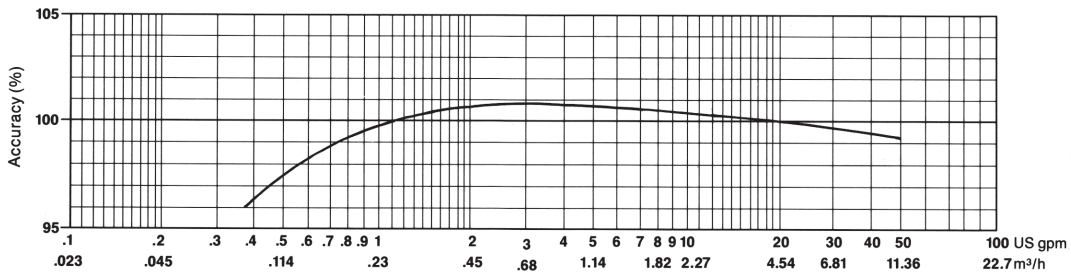
5/8" ACCURACY



3/4" ACCURACY



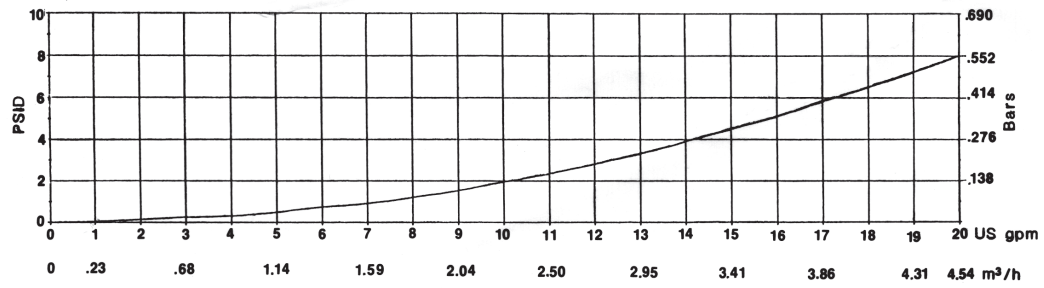
1" ACCURACY



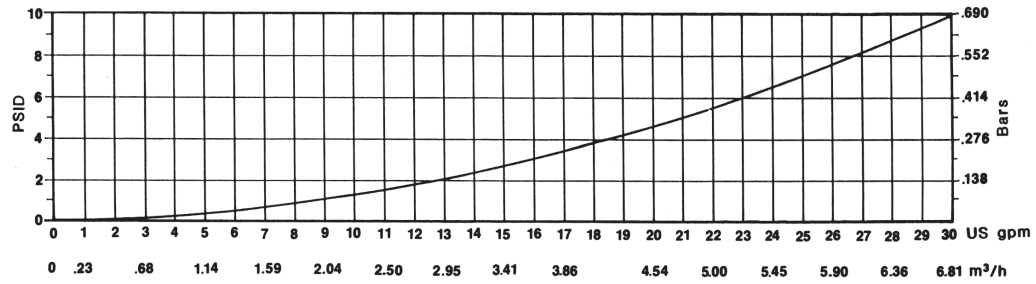
DIMENSIONS

	A	B	C			D		E	Weight
Meter Size	in/mm	in/mm	Std. in/mm	ARB in/mm	E-CODER®)R900/™ or E-CODER®)R450/™	Threads per inch	OD in/mm	in/mm	lbs/kg
5/8"	7 1/2 191	3 5/8 92	4 3/8 111	5 1/4 133	5 1/4 133	14	1.03 26	1 1/2 38	3 1/4 1.4
5/8" x 3/4"	7 1/2 191	3 5/8 92	4 3/8 111	5 1/4 133	5 1/4 133	11 1/2	1.29 33	1 1/2 38	3 3/8 1.5
Pre 2011 5/8"	7 1/2 191	3 5/8 92	4 7/8 124	5 1/2 146	5 1/2 139	14	1.03 26	1 5/8 41	3 3/4 1.7
Pre 2011 5/8" x 3/4"	7 1/2 191	3 5/8 92	4 7/8 124	5 1/2 146	5 1/2 139	11 1/2	1.29 33	1 5/8 41	4 1.8
3/4"	9 229	4 3/8 111	5 1/2 140	6 1/4 159	6 1/4 159	11 1/2	1.29 33	1 7/8 48	6 2.7
3/4" SL	7 1/2 911	4 3/8 111	5 1/2 140	6 1/4 159	6 1/4 159	11 1/2	1.29 33	1 7/8 48	5 1/2 2.5
3/4" x 1"	9 229	4 3/8 111	5 1/2 140	6 1/4 159	6 1/4 159	11 1/2	1.62 41	1 7/8 48	6 1/2 2.9
1"	10 3/4 273	6 1/2 165	6 3/8 162	7 178	7 178	11 1/2	1.62 41	2 1/8 54	9 3/4 4.4
1" x 1 1/4"	10 3/4 273	6 1/2 165	6 3/8 162	7 178	7 178	11 1/2	1.86 47	2 1/8 54	10 1/4 4.6

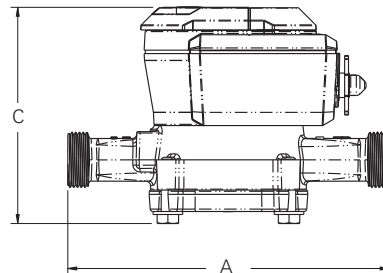
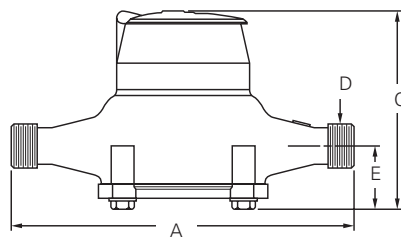
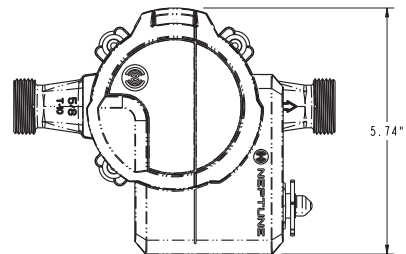
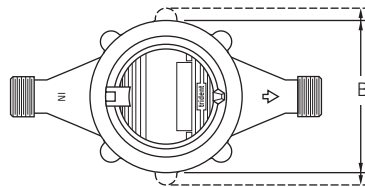
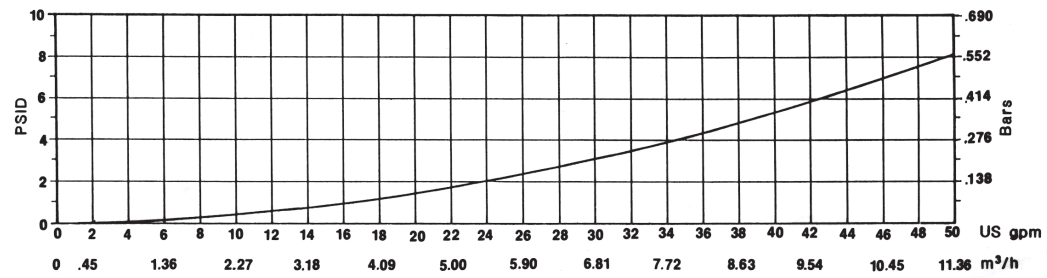
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS



1" PRESSURE LOSS



OPERATING CHARACTERISTICS:

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	1/2 to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	1/8 US gpm 0.03 m³/h
3/4"	3/4 to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	1/4 US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	3/8 US gpm 0.09 m³/h

REGISTRATION:

ProRead Registration (per sweep hand revolution)		5/8"	3/4" & 1"
10	US Gallons	✓	✓
10	Imperial Gallons	✓	✓
1	Cubic Foot	✓	✓
0.1	Cubic Metre	✓	✓
0.01	Cubic Metre	✓	
Register Capacity ProRead & E-CODER		5/8"	3/4" & 1"
10,000,000	US Gallons	✓	✓
10,000,000	Imperial Gallons	✓	✓
1,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓	✓
10,000	Cubic Metres	✓	
E-CODER High Resolution (8-digit reading)		5/8"	3/4" & 1"
0.1	US Gallons	✓	✓
0.1	Imperial Gallons	✓	✓
0.01	Cubic Feet	✓	✓
0.001	Cubic Metres	✓	✓

SPECIFICATIONS

- NSF/ANSI 372 certified and NSF/ANSI 61 compliant
- National Type Evaluation Program (NTEP) certification
- Application: Cold water measurement of flow in one direction in residential service applications
- Maximum operating water pressure: 150 psi (1034 kPa)
- Maximum operating water temperature: 80°F
- Measuring chamber: Nutating disc technology design made from proprietary synthetic polymer

OPTIONS

- Sizes:
 - 5/8", 5/8" x 3/4"
 - 3/4", 3/4" SL, 3/4" x 1"
 - 1", 1" x 1 1/4"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
 - Direct reading: bronze box and cover (standard)
 - Remote reading: ProRead, E-CODER, E-CODER/R900i, E-CODER/R450i, TRICON/S, TRICON/E3
 - Reclaim
- Bottom caps:
 - Synthetic polymer (5/8" only)
 - Cast iron
 - Lead free, high-copper alloy
- Connections:
 - Lead free, high-copper alloy, straight or bent
- Environmental conditions:
 - Operating temperature: +33° F to +149° F (0° C to +65° C)
 - Storage temperature: +33° F to +158° F (0° C to +70° C)

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1600 Alabama Highway 229
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USA
Tel: (800) 633-8754
Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9
Canada
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Fax: (905) 858-0428

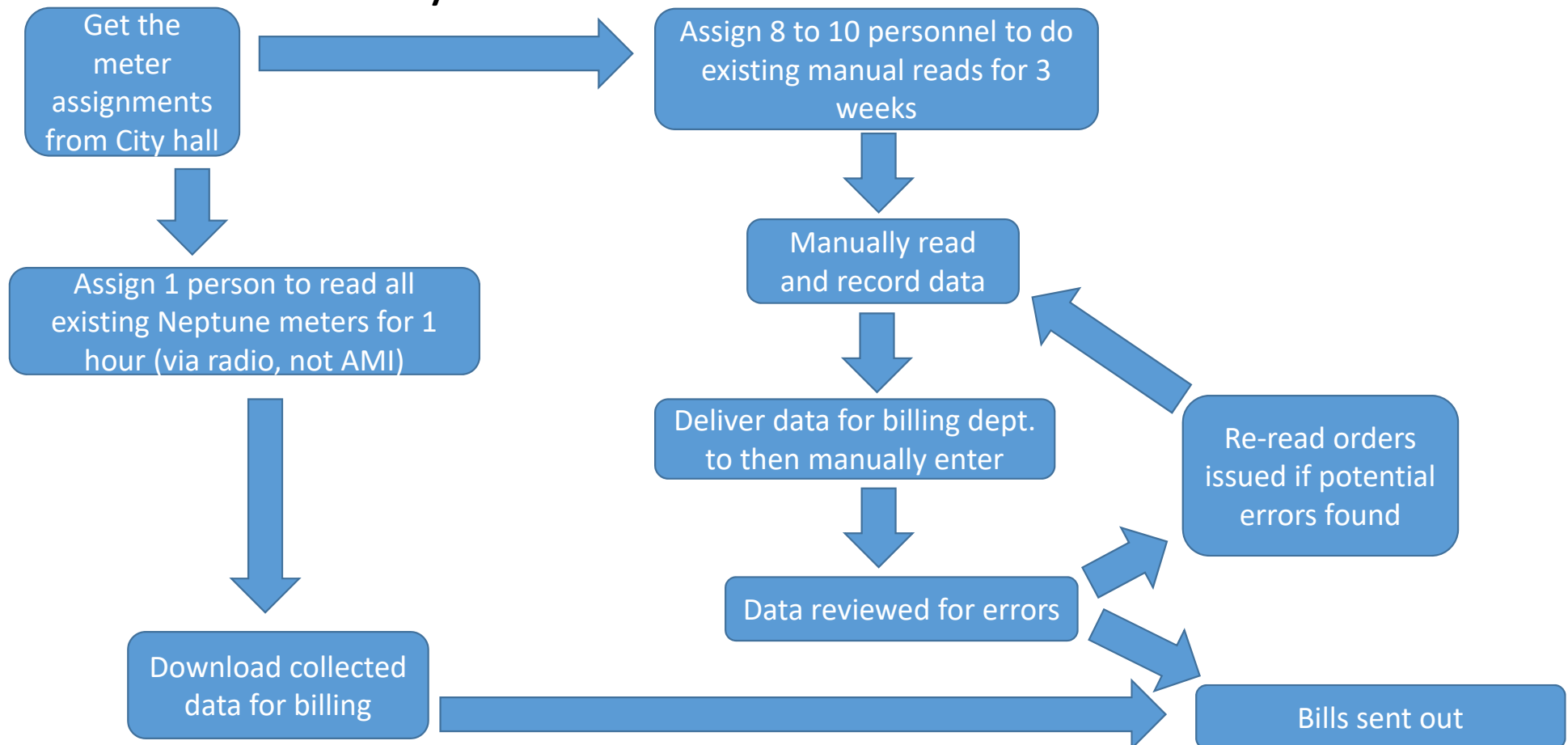
Neptune Technology Group Inc.
Avenida Ejercito Nacional No 418
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(525) 5203-5294
Fax: (525) 5203-6503

NEPTUNE
TECHNOLOGY GROUP
neptunetg.com

Water Meters

*Duration – at least 4 weeks, start to finish

*Currently



Water Meters

*With AMI data collectors

*Duration – 1 to 3 days, start to finish

