



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, February 6, 2020, starting at 7:00 p.m. in the **Business Resource Center of the Davis Technical College, 450 South Simmons Way, Kaysville, UT.** A Q&A Session with the City Council will be held at 6:30 p.m. where Council will be available to discuss any questions or concerns that residents may have.

Q&A WITH THE CITY COUNCIL – 6:30 P.M.

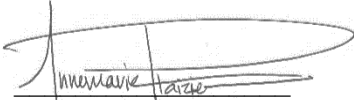
CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Tran.
2. DECLARATION OF ANY CONFLICTS OF INTEREST
3. CONSENT ITEMS
 - a. Award of Bid for crushing of asphalt and concrete debris.
 - b. Approval of Contract with Horrocks Engineering.
4. ACTION ITEMS
 - a. Adoption of the Kaysville City Strategic Plan.
5. WORK ITEMS
 - a. Discussion about a potential Interlocal Cooperation Agreement with Farmington regarding the Connector Road Project.
6. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
7. COUNCIL MEMBER REPORTS
8. CITY MANAGER REPORT
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 Offices at (801) 546-1235.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at City Hall (80 North Main Street) and emailed copies to media representatives on January 31, 2020


Annemarie Plaizier
City Recorder



STAFF REPORT



COUNCIL MEETING DATE: February 6, 2020

TYPE OF ITEM: Consent

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Award of Bid for Crushing of Asphalt and Concrete Debris

EXECUTIVE SUMMARY:

Description:

Public Works maintains two debris stockpiles at the operations Center for asphalt and concrete rubble, comprised of material from City projects including pothole repairs, water leaks, curb repair etc. That debris would typically require staff to haul it to a dumpsite during business hours. However, dumping on City property allows the City to handle the debris at any hour of the day, avoiding additional staff/fuel costs/dump fess to haul it to the closest dumpsite in Clearfield. We crush and analyze this material every 2 years for use as road base on City projects or repairs. Estimates show a savings of nearly 250 employee hours and \$70,000 by being able to dump the debris locally, and crush it for future use (vs having to haul the debris to a dump and purchase that amount of road base).

We advertised in the Clipper and on bidsync for 3 weeks and only received one bid. \$80,000 was budgeted between the streets, water and storm water departments, but with 1,900 more tons of rubble (9,400 vs 7,500 tons) than we anticipated, the bid came back at \$107,310; \$27,310 higher than the FY20 budget. In discussing how to approach this, we propose budgeting for the additional funds in FY21 and the contractor has agreed to perform the work now, and wait for the additional funds until after July 1st. We'd like to do the work now to take advantage of the wet weather to help with dust control, slow construction season (availability), and we have used all of our previously crushed material.

Council Options: Approve/Disapprove/Table

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: General Fund – 50%, Water – 25%, Storm Water – 25%

Attachments: Bid Tabulation and 2020 Crushing Savings Analysis

THE CRUSHING OF RUBBELIZED CONCRETE AND ASPHALT STOCKPILES				Yarbrough Construction	
BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	\$ 5,000.00	\$ 5,000.00
2	CRUSH AND PROCESS RUBBELIZED CONCRETE	CY	4,600	\$ 10.75	\$ 49,450.00
3	CRUSH AND PROCESS RUBBELIZED ASPHALT	CY	4,800	\$ 10.75	\$ 51,600.00
4	COLLECT AND DISPOSE OF DEBRIS	CY	36	\$ 35.00	\$ 1,260.00
				Total	\$ 107,310.00

Kaysville Crushing Cost Analysis

Crushed Material Usage in Tons

2020	Price to purchase (doesn't include delivery costs)		Price per ton	
	2020 Geneva Purchase Quote		\$	15.15
	2020 Staker Purchase Quote		\$	11.00
	2020 Lakeview Purchase Quote		\$	8.30
	Average Purchase Price		\$	11.48
			Tons (Projected)	Purchase Value
Water			4700	\$ 53,971.67
Streets			2350	\$ 26,985.83
Storm Water			2350	\$ 26,985.83
Total			9400	\$ 107,943.33

Crushing Cost

2020	Mobilization, handling metal debris		\$	6,260.00
	Crushing		\$	101,050.00
	Total		\$	107,310.00

Asphalt/Concrete Debris Disposal in Clearfield (internal cost for dumping 9400 TN)

2020		Rate	Measure	Count	Time	Total Cost
	10-Wheeler (loaded with 11 tons, 9 mpg, \$2.60/gal)	\$0.29/mi	16 miles	855 trips	0.5 hr	\$ 3,967.20
	Labor	\$21/hr	hr	855 trips	0.5 hr	\$ 8,977.50
	Dump Fee	\$50/load	--	855 trips	--	\$ 42,750.00
	Total					\$ 55,694.70

Asphalt/Concrete Debris Disposal in Kaysville (internal cost for dumping 9400 TN)

2020		Rate	Measure	Count	Time	Total Cost
	10-Wheeler (loaded with 11 tons, 9 mpg, \$2.60/gal)	\$0.29/mi	2 miles	855 trips	0.2 hr	\$ 495.90
	Labor	\$21/hr	--	855 trips	0.2 hr	\$ 3,591.00
	Dump Fee	\$0/load	--	855 trips	--	\$ -
	Total					\$ 4,086.90

Road Base Pickup From Pit (internal cost for hauling 9400 TN from 18 miles away)

2020		Rate	Measure	Count	Time	Total Cost
	10-Wheeler (loaded with 13 tons, 9 mpg, \$2.60/gal)	\$0.29/mi	36 miles	724 trips	--	\$ 7,558.56
	Labor	\$21/hr	hr	724 trips	.67 hr	\$ 10,136.51
	Total					\$ 17,695.07

Road Base Delivered From Pit (cost for having 9400 TN delivered by vendor)

2020		Avg Rate	Unit	Count	Time	Total Cost
	Delivery cost (Geneva @ \$8.00/TN, Staker @ \$6.85/TN, LV @ \$8.00/TN)	\$ 7.62	Ton	9400 Tons	--	\$ 71,596.67
	Total					

Kaysville Option Costs

Option 1 - Dump Material in Kaysville and Crush for State Spec Road Base

2020	Cost for dumping 9400 TN in Kaysville		\$	4,086.90
	Cost for crushing 9400 TN of debris to meet state spec		\$	107,310.00
	Total		\$	111,396.90

Option 2 - Dump Material in Clearfield and Purchase State Spec Road Base

2020	Cost for dumping 9400 TN in Clearfield		\$	55,694.70
	Cost to buy 9400 TN of state spec road base @\$10.82/TN		\$	107,943.33
	Cost to haul 9400 TN with our trucks		\$	17,695.07
	Total		\$	181,333.10

Option 3 - Dump Material in Clearfield and Purchase DELIVERED State Spec Road Base

2020	Cost for dumping 9400 TN in Clearfield		\$	55,694.70
	Cost to buy 9400 TN of state spec road base @\$10.82/TN		\$	107,943.33
	Cost to have 9400 TN delivered by vendor		\$	71,596.67
	Total		\$	235,234.70

Kaysville Cost Savings

2020	Avg final price per ton to buy and haul road base		\$	13.37
	Avg final price per ton to dump in Clearfield and buy delivered road base		\$	25.02
	Final price per ton to to dump in Kaysville <u>AND</u> recycle debris		\$	11.85
	Total savings by dumping in Town and crushing (Options 1 vs 3)		\$	69,936.20
	Man Hours saved by dumping in Town vs Clearfield			257

STAFF REPORT



COUNCIL MEETING DATE: February 6, 2020

TYPE OF ITEM: Consent

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Approval of Horrocks Engineering Contract

EXECUTIVE SUMMARY:

Description:

Kaysville City has been working with Farmington City as well as other agencies to design and fund new roadways that will help more evenly distribute traffic onto and off of West Davis Corridor (WDC). Horrocks Engineers has previously held the contract to conduct the traffic studies, as well as the preliminary design and the environmental assessment for this project.

The two Cities now need to take into consideration the public input that has been received, as well as the issues that are faced, while conducting a more significant topographical survey and geotechnical analysis, so that the design can continue forward from its preliminary state towards a final design.

With all of the time and experience that Horrocks has with this project, we feel that they are best suited to complete the design. We have worked with Horrocks on their proposal and have it down to where we feel it is a good value for a smoother process moving forward.

Their proposal to help continue with coordination and progress the design to final construction plans is \$240,000, to be split between Kaysville and Farmington, using a combination of County and State funds.

Council Options: Approve/Disapprove/Table

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: County and State Funds

Attachments: Horrocks Proposal

Project Purpose

The purpose of this project is to provide an adequate transportation connection to Farmington City and Kaysville City. This new road will also provide a connection between West Davis Corridor and I-15. Due to the immediate and future regional growth, these new road connections will help distribute local travel in Kaysville and Farmington and reduce congestion on local streets. There is also an opportunity to provide trail connections between the current DR&GW Rail Trail and the future West Davis Corridor Trail.

Approach

Horrocks Engineer's will approach the Farmington/Kaysville Road project as follows:

- Team Approach to collaborate and communicate effectively with UDOT, Farmington City, and Kaysville City, CDSD and other 3rd party stakeholders and meeting bi-weekly through the design process.
- Develop a safe transportation road design that will enhance and promote pedestrian, bicycle and vehicle safety.
- Incorporate City and Community design features to enhance proposed roadway, trail and amenities associated with the improvements.

Proposed Project Schedule

Horrocks knows the Goal of this project is to have a design completed and ready for construction before the contractor is selected for the West Davis Corridor project. In our conversations with UDOT, this is projected to begin late in the year 2020. See proposed schedule below:

Project Year 2020												
Task Description	December	January	February	March	April	May	June	June	July	August	September	October
(Project Schedule)												
NTP												
Team Coordination Meeting												
Design Alternatives for Intersections												
Prelliminary Design Drawings (60%)												
Final Design Construction Drawings												
Bid Package												
Pre-Bid Meeting, Advertisement, Bid Opening												
Permits, ROW, Easements												
Project Construction (Begin Fall 2020)												

Project Tasks

Task A - Prepare Control and Topography Survey for Angel Street

Horrocks Engineers will complete the survey with a Boundary and Topography Survey work of approximate 29 acres along the future Angel Street design. This task will include:

- Research of recorded documents including deeds, subdivision plats, surveys and monument information.
- Fieldwork locating existing visible features pertaining to the right-of-way including fences, walls, walks, monuments, occupation lines and structures within 10 feet of the future right-of-way line.
- Locate all features pertaining to topography, major improvements, visible utilities, existing grade, drainage features, drip edges of trees and natural ground.
- Drafting to prepare an exhibit of parcels effected by the future right-of-way.
- Two legal descriptions per property effected.

Estimated Fee \$35,000

Task B - Geotechnical Investigation and Pavement Design

Horrocks will team with GeoStrata, the Geotechnical Engineer to perform 14 exploratory boreholes, 7-field DCP (dynamic cone penetration) test for the field investigation, and laboratory testing and pavement design for the proposed project.

Estimated Fee \$13,000

Task C - Preliminary Road & Utility Design (60%)

We propose the following task to prepare and design the plan and profile of the roads, utilities and appurtenances in Auto-CAD format for the project:

- 1) Meetings & Coordination with City, UDOT, CDSD
- 2) Coordination with Shepherd Lane Project
- 3) Coordination with West Davis Corridor Design
- 4) Prepare 60% Preliminary Design - Plan & Profile
- 5) Prepare Design Alternatives for Intersection of Angel St. & 950 North
- 6) Prepare Design Alternatives for Intersection of Sunset Dr. & Angel St.
- 7) ROW - prepare legal for parcels and exhibits
- 8) Utilities- Coordination with CDSD, Weber Basin, City Utilities, and other Dry Utilities
- 9) D&RGW Rail Trail Coordination & Design (UTA)
- 10) Prepare Plan & Profile Drawings for Drainage & Storm Runoff Calculations
- 11) Prepare Plan & Profile Drawings for Other Utilities (water, etc.)
- 12) Bair Creek HEC Modeling
- 13) Bair Creek Box Culvert Design
- 14) Prepare Street Light Design
- 15) Prepare Signage and Striping Plan
- 16) Prepare Environmental Mitigation Plan
- 17) Prepare Pedestrian Crossing Studies
- 18) Landscaping Design
- 19) Details for Preliminary Drawings

Deliverables will include a 11"x17" Preliminary Design Plan set and electronic version in PDF format at 40 scale containing the following: Cover sheet, Legend and contacts, General & Construction Notes, Horizontal Control, Survey control, Sheet cross reference, Demolition Plan, Typical sections, Roadway plan and profiles, 20 scale containing design alternatives for intersections, Utility Plan and Profiles, Storm Runoff Calculations, Bair Creek HEC Modeling, Bair Creek Box Culvert Design, Signage and Striping Plan, Environmental Mitigation Plan, Trail Design & Connections, Signalized Pedestrian Crossing Design, Landscaping Design and Details (as needed)

Estimated Fee \$79,000

Task D - Final Road Design and Construction Drawings

We propose the following task to prepare and design the Final Road Design and Construction drawings and appurtenances in Auto-CAD format for the project:

- 1) Meetings & Coordination with City, UDOT, CDS
- 2) Coordination with Shepherd Lane Project
- 3) Coordination with West Davis Corridor Design
- 4) Prepare Final Design Construction Plans - Plan & Profile
- 5) Final Design for Intersection of Angel St. & 950 North
- 6) Final Design for Intersection of Sunset Dr. & Angel St.
- 7) Final ROW - prepare legal' for parcels and exhibits
- 8) Final Utilities- Coordination with CDS, Weber Basin, City Utilities, Dry Utilities
- 9) Final D&RGW Rail Trail Coordination & Design (UTA) File Permits
- 10) Prepare Final Plan & Profile Drawings for Drainage & Storm Runoff Calculations
- 11) Prepare Final Plan & Profile Drawings for third Party Utilities (water, etc.)
- 12) Final Bair Creek Box Culvert Design & Coordinate Permits
- 13) Prepare Final Street Light Design
- 14) Prepare Final Signage and Striping Plan
- 15) Prepare Final Environmental Mitigation Plan, 404 & Stream Alteration Permits
- 16) Prepare Final Landscaping & Irrigation Plan Design
- 17) Prepare Final Details for Construction Drawings

Deliverables will include a 11"x17" Final Design Construction Plan set and electronic version in PDF format at 40 scale containing the following: Cover sheet, Legend and contacts, General & Construction Notes, Horizontal Control, Survey control, Sheet cross reference, Demolition Plan, Typical sections, Roadway plan and profiles, 20 scale containing design alternatives for intersections, Utility Plan and Profiles, Storm Runoff Calculations, Bair Creek HEC Modeling, Bair Creek Box Culvert Design, Signage and Striping Plan, Environmental Mitigation Plan, Trail Design & Connections, Signalized Pedestrian Crossing Design, Landscaping Design and Details (as needed)

Estimated Fee \$106,000

Task E – Bid Preparation and Pre-Construction Meeting

Horrocks Engineers will prepare the following:

- Engineering Construction Estimate
- Prepare Construction Bid Documents Package
- Hold Pre-Bid Construction Meeting
- Address Request for Clarification
- Prepare Addendum for Bid Package
- Consult with City for Contractor Selection

Estimated Fee \$6,900

Summary Fee Schedule

Task A	Control & Topographic Survey	\$ 35,000
Task B	Geo-Technical Testing and Design	\$ 13,000
Task C	Preliminary Road Design (60%)	\$ 79,000
Task D	Final Road Construction Design	\$ 106,000
Task E	Bid Preparation and Pre-Construction Meeting	\$ 6,900
Task F	ROW Acquisition (Optional)	TBD

Any services required beyond the scope as outlined herein or changes to the project that will substantially affect the design of the project will be performed at an additional negotiated fee or on a (T&M) time and material basis in accordance with the attached fee schedule.

If you are in agreement with this proposal, please sign and email back at your earliest convenience. We will forward to you a contract to be reviewed and approved by your City. Please feel free to call with any questions at 801-633-1168.

Contract Authorization

X _____
Kaysville City

X _____
Date

X _____
Farmington City

X _____
Date



Kaysville City

STRATEGIC PLAN

Preliminary Report

January 2020



J-U-B ENGINEERS, INC.



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

OTHER J-U-B COMPANIES

*Great Neighborhoods.
Active People.
Abundant Opportunities.*

Preface

The objective of the Kaysville City Strategic Plan initiative has been to identify the City's purpose, aspirations and guiding principles. This plan will provide a framework and direction for decision-making in today's changing world and environment.

Understanding how people and neighborhoods intersect to create places to live, work, visit, and recreate was imperative in creating this plan.

The approach started with people and placed them at the center of each phase and task of the process. Significant emphasis and resources were placed on individual involvement and community building throughout this process. This approach was necessary to ensure that perceptions, concerns, values, problems, opportunities, needs and solutions were understood. The process allowed for the development of a unique

Community Mission Statement, Community Vision Statement, and Guiding Principles that were developed for the people of Kaysville, by the people of Kaysville.

The Community Mission summarizes the purpose and associated responsibilities of Kaysville City: a simple, concise and direct statement about what it does and why.

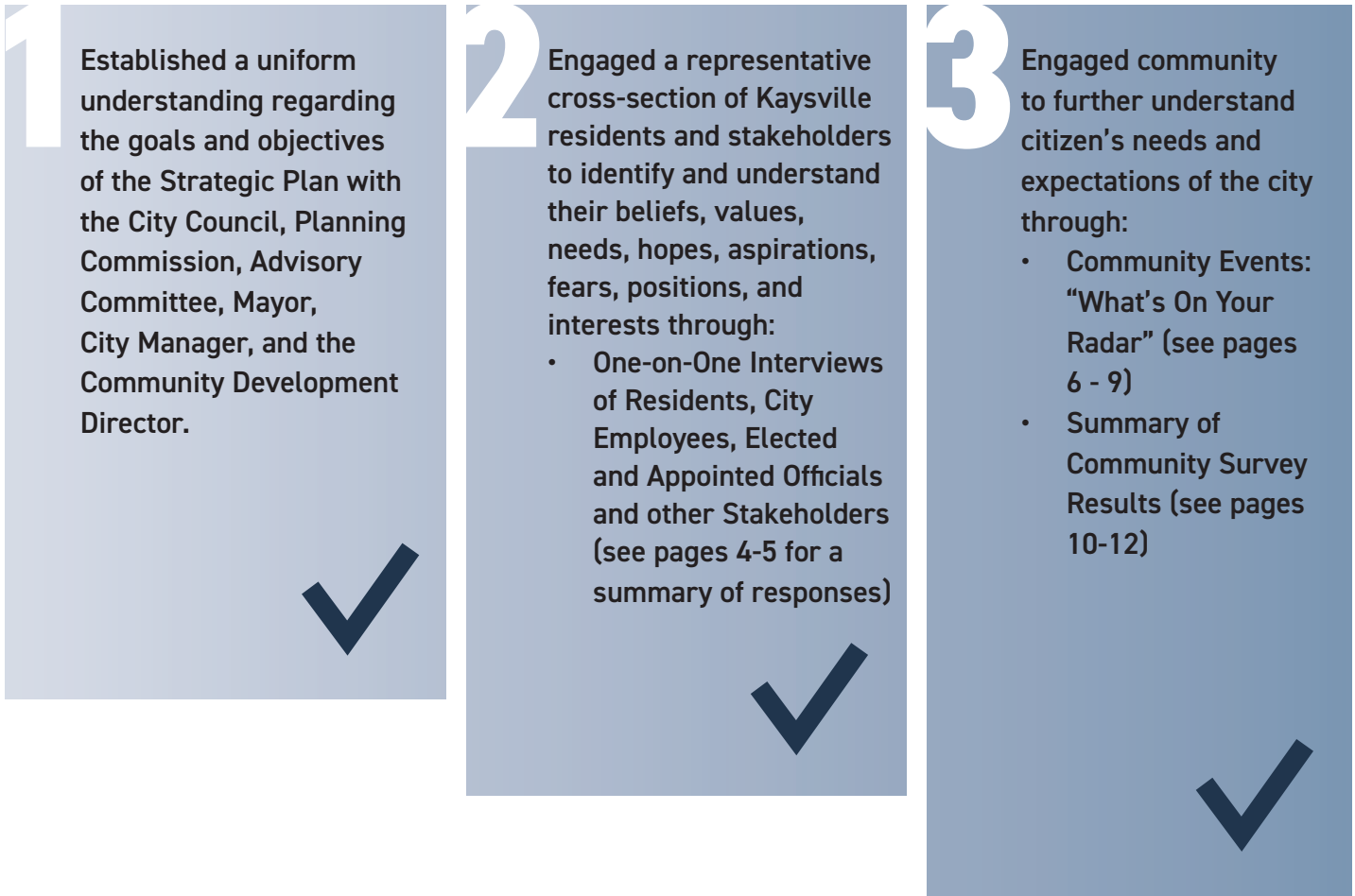
The Community Vision is a statement identifying the ideal future of the community that is aspirational and expresses the internal values, beliefs or philosophy that directs how the City carries out its mission.

Guiding Principles are the values, culture, ideals and ideas that are found to be most important to residents of the City.

Timeline

-
- 2019**
- March 28
Kickoff Meeting
 - April 12
Key Outreach and Stakeholder Development Meeting
 - April - May
Interview Question Set developed
First interviews conducted
 - May - June
Interviews conducted
Input analyzed and summarized
 - July - August
Broader public engagement at 4th of July activities, Kaysville Stroll, Housing Open House and at City Hall
 - August
Strategic Plan overview and update sent in City newsletter
 - August - September
Key themes and insights developed
 - September 5
Workshop with City Council, Planning Commission, and Advisory Committee
 - October
Update sent in City Newsletter
 - October - November
Community survey
 - November
Draft Mission, Vision and Guiding Principles developed and prototyped
 - November 21
Advisory Committee Workshop
 - December
Draft Strategic Plan developed

Process



The City's approach was to have each step inform the next and build upon the previous.

- The **One-on-One Interviews** informed the **Broader Public Outreach** at community events.
- The **One-on-One Interviews** AND the **Broader Public Outreach** at community events informed the **Community Survey**.
- All of these inputs were broken down into and informed the elements of the **Mission, Vision and Guiding Principles**.

Dialogue Heard One-on-One Interviews

Kaysville is:

A quiet bedroom community with minimal traffic and good schools.

Growing, but still feels like a small town.

Is a safe place with people who love living here.

The City should:

Provide services such as police and fire.

Build and maintain necessary infrastructure.

Continue to maintain public parks and preserve more open space.

I wish:

There were more events and opportunities to be involved.

There were more diverse housing options throughout the community.

Kaysville had a better sense of place.

What is important to you about Kaysville now and as it plans for the future?

- » Roads, Traffic & Infrastructure
- » Parks, Trails & Recreation
- » Business & Retail Attractions
- » Fiscal Responsibility
- » Safety

- » Inclusive & Connected Community
- » Tradition & History
- » Affordable Living
- » Education
- » Family Friendly

What should be the key focus areas for the community's future?

Sense of Place & Identity

History and Tradition
Preserve and Improve
Downtown and Main Street
Neighborhood Beautification



Community Events & Programming

Civic Engagement Opportunities
City-sponsored Events
Education and Technology



Economic Opportunities & Supporting Infrastructure

Business-Friendly Culture
Fiscal Responsibility
Growth/Redevelopment Planning



Housing & Livability

Provide Mixed-Use Options
Provide Multiple Housing Types
& Options
Access to Amenities & Services



Recreation & Environment

Preserve/ Develop Parks & Trails
Facilities for Arts, Activities & Athletics
Recreation Activities & Programs



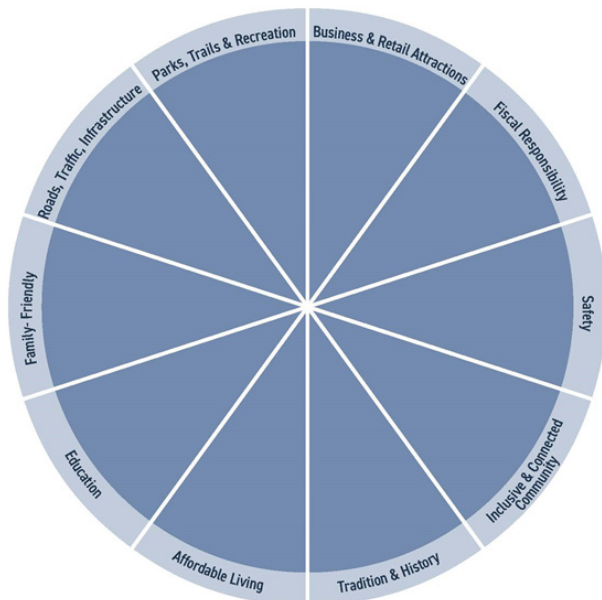
Health & Safety

Police, Fire, Emergency Response
Services
Reliable Infrastructure
Protection of Natural Resources &
Environment

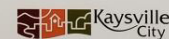
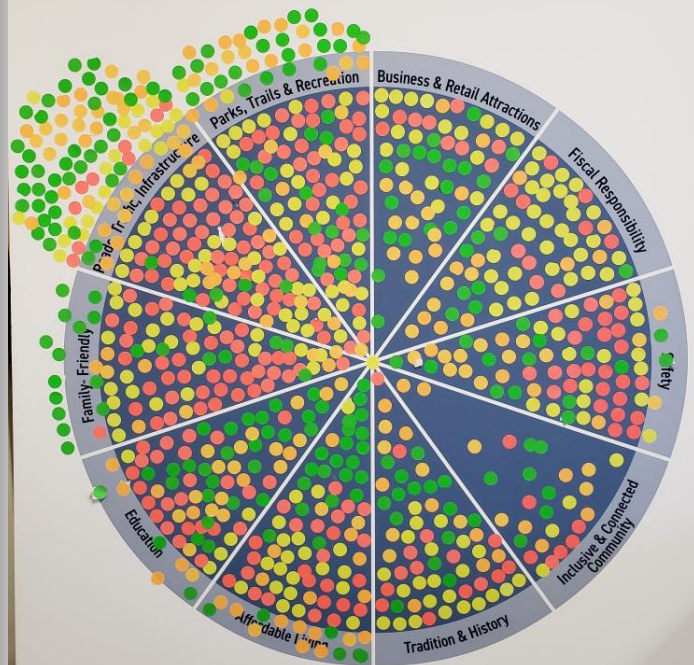


Dialogue Heard Broader Public Engagement

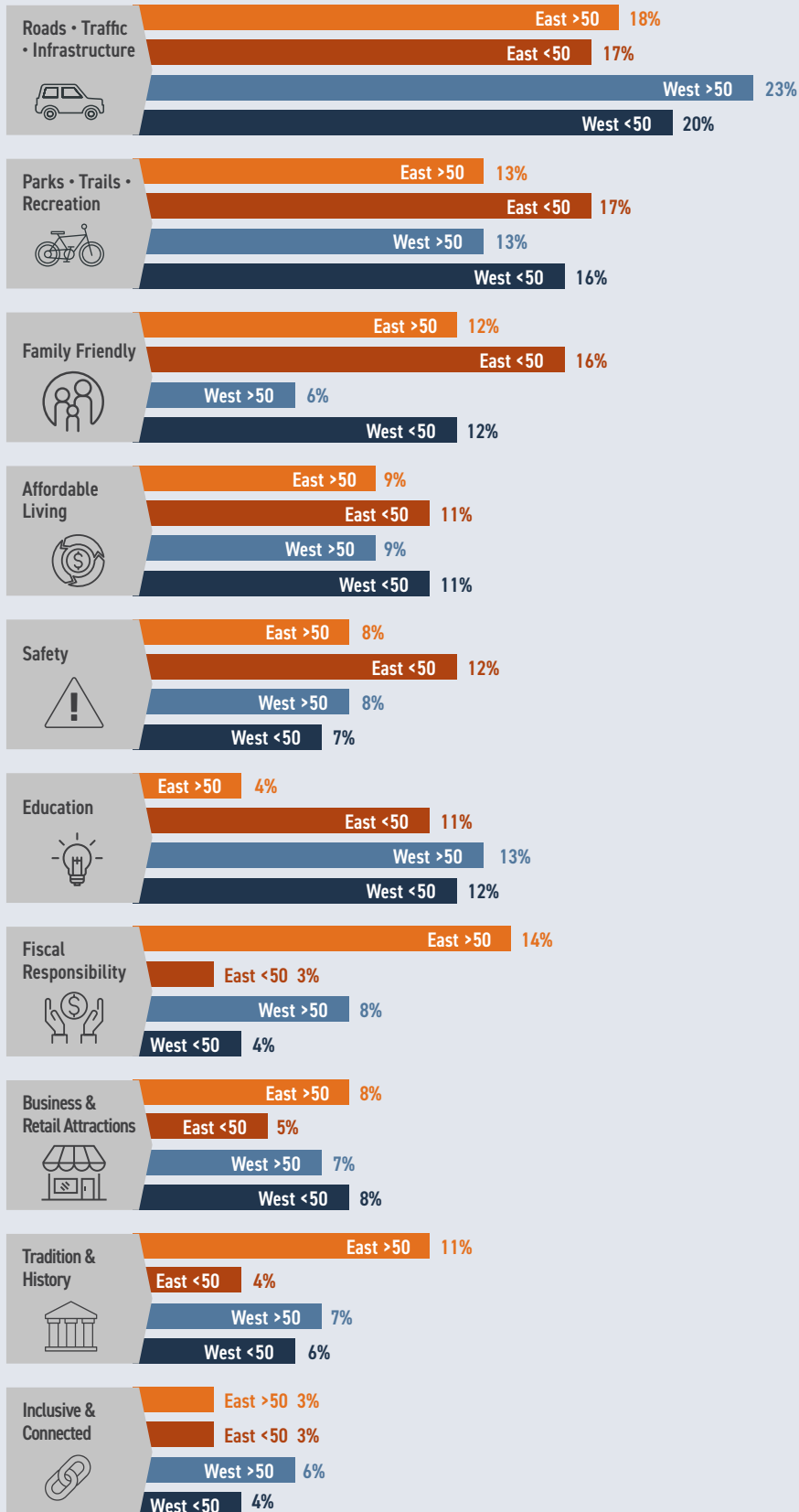
What is **IMPORTANT** to you
about **KAYSVILLE NOW** and as
it **PLANS** for the **FUTURE**?



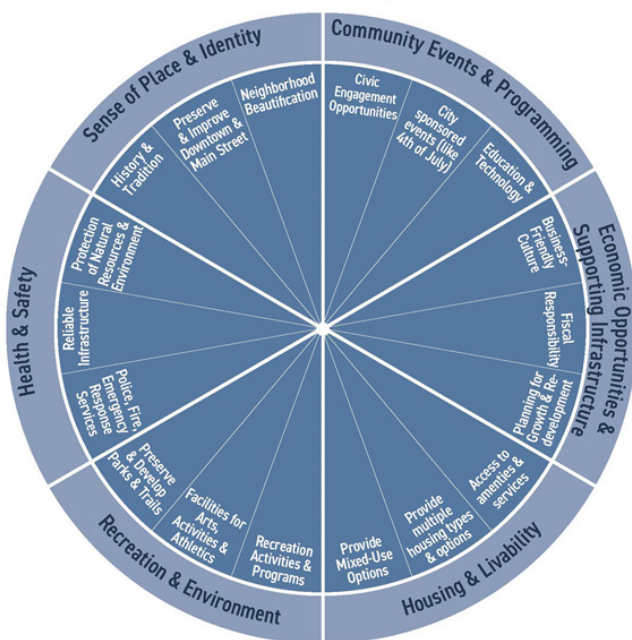
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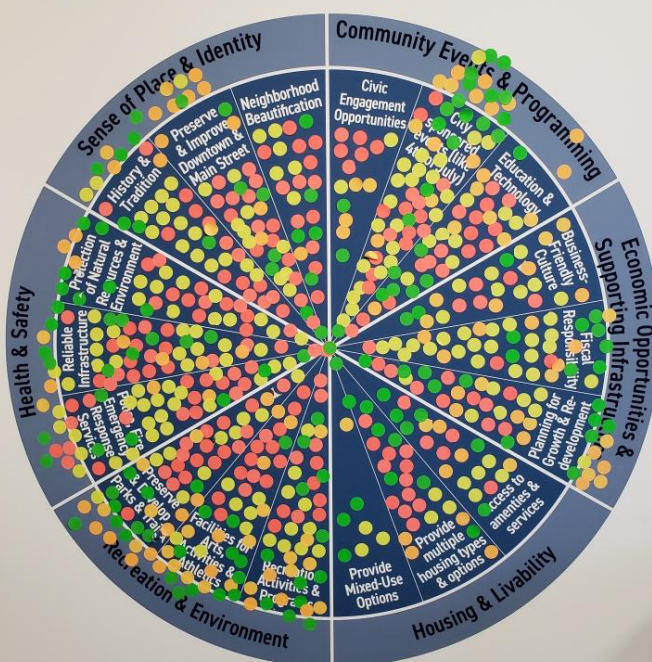
Responses



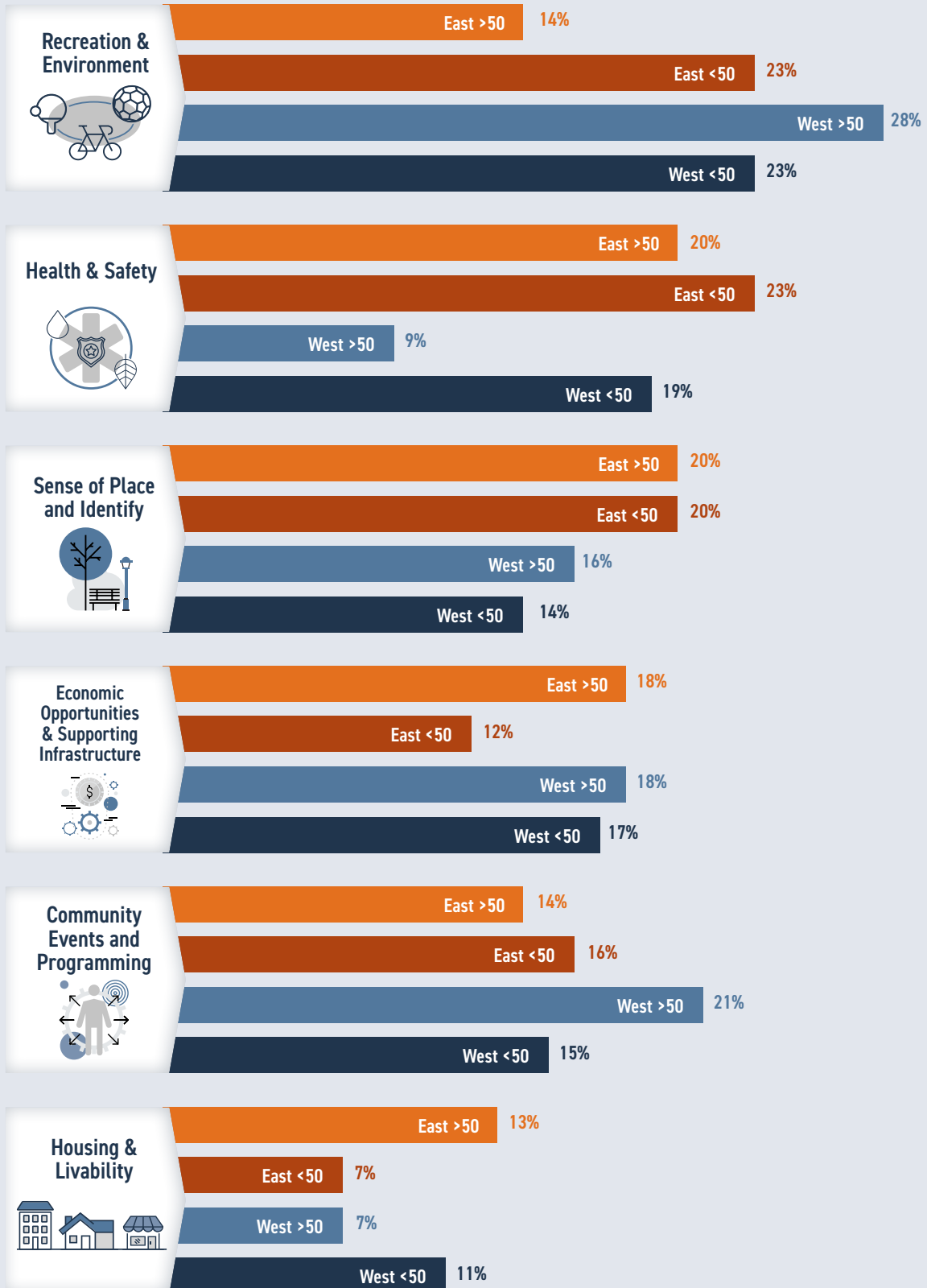
What should be the
KEY FOCUS AREAS
for the community's future?



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KEY FOCUS AREAS
for the community's future?



Responses



Community Survey Statistical Analysis

Questions were developed using input from the Advisory Committee, Planning Commission, and City Council and the information from public outreach at community events throughout the summer.

Sample Size Calculation

Target Sample Size: 380

Sample Size was calculated using a 95% confidence level with a margin of error of 5%. Confidence level is the probability that the sample's results can be inferred on the survey's population. Survey industry standard is 95%. Margin of error is the plus/minus range that can be placed on the samples results to indicate where the population's results would fall. Survey industry standard is 5%.

$$\frac{0.5 \times (1 - 0.5)}{0.05 \div 1.96^2} = 384.16$$
$$\frac{384.16 \times 32,000}{384.16 + 32,000 - 1} = 379.6$$

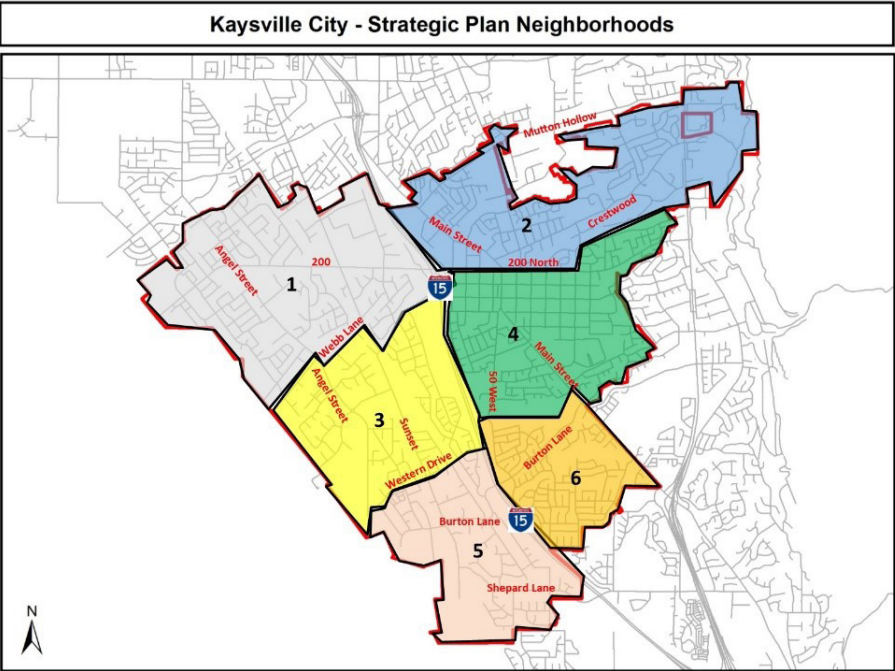
Achieved Sample Size: 705

The team also wanted to ensure that neighborhoods were geographically represented:

Regions in the survey and percent of total with number of respondents from each:

ANSWER CHOICES	RESPONSES
1. NW	24% 169

4. E Central	17% 118
3. W Central	15% 107
2. NE	14% 101
5. SW	13% 91
6. SE	12% 86
Outside City Limits	4% 29



Dialogue Heard Community Survey

Elements of a Community Mission Community Survey Responses

a	Distinctive Competence <i>(What makes Kaysville different; What we want emphasized; What we want others to think of Kaysville)</i>	Safe and quiet
		Family friendly communities and neighborhoods
		Active people
		Where people want to live
		Quality schools and strong educational opportunities
		Rural feel ideally located with access to transit, amenities, larger cities
b	What <i>(Citizen needs are attempting to fill - not what products and services are offered)</i>	Health and safety
		Ability to get around
		Access to fill needs
		Educational opportunities
		Ability to recreate
		Opportunities
		Environment to live the best life – high quality life
		Clean, safe, well-maintained parks and facilities
		A place where their kids can raise their families
		Fiscal responsibility
		Strong leadership that serves others
c	Who <i>(Primary user)</i>	Current residents (with consideration to future generations and businesses)
d	Why <i>(Reasons or motivations)</i>	Ability to live the best life – high quality life
		Active, opportunistic community for better planning and decision-making.
		Meet basic needs of citizens
		Family friendly communities
e	How <i>(Tasks, technology, methods)</i>	Balance fiscal responsibility and growth through informed leadership.
		Foster strategic partnerships and relationships for better decision making.
		Invest in infrastructure:
		» Adequate and clean water supply » Quality public schools » Reduced traffic congestion and improved roads

e How <i>(Tasks, technology, methods)</i>	Develop Parks, Recreational facilities, programs, and opportunities: » Neighborhood parks » Playgrounds » Outdoor swimming pool/water park » Indoor swimming pool » Trails: walking/running/biking trails
	Leadership and staff that understand its residents and are sensitive to their needs
	Strong police, fire, emergency response services
	Healthy infrastructure: repair, restore, strengthen, build
	Protect natural resources/environment
	Emphasize transportation system: roads, traffic, and connectivity
	Opportunities for government and the public to collaborate and have meaningful dialogue

Elements of a Community Vision

Public Survey Responses

a What the City Does; the Outputs	Provides a safe environment
	Meets residents needs
	Fosters family friendly centered communities and neighborhoods
	Family centered community
b Unique Twists the City Brings to the Outputs <i>(This is why we're successful when others might fail)</i>	Supports quality schools and educational opportunities
	Emphasis on strong and reliable police, fire, emergency response services
	Government officials and employees are altruistic and serve the best interests of the community
	Embrace fiscal responsibility and growth through informed leadership.
	Foster strategic partnerships and relationships for better decision making.
	Emphasis on infrastructure for: » Adequate and clean water supply » Quality public schools » Reduced traffic congestion and improved roads
	Parks and recreation a priority.
	Develops parks, recreational facilities, programs, and opportunities
c High-level Quantification <i>(Scope)</i>	Current residents (with consideration to future generations and businesses)
	Rural feel with excellent access to (more stuff)
d Relatable, human, 'real world' aspects. <i>(These things should provide a solid mental image to associate with the vision statement)</i>	Recreational facilities, programs, amenities, and opportunities
	Where people want to live
	Can live a high-quality life
	A place where our kids can raise their families
	Ability to live the best life – high quality life
	Clean, safe, well-maintained parks and facilities
	Connectivity to places, people and past progress
	Respects history while embracing progress and opportunity

Prototype Mission Statements

“Kaysville is a quiet, safe residential community with great people who love the good schools, available parks and recreation programs, and the convenience of getting around due to good infrastructure.”

“Kaysville City strives to create a welcoming, safe and affordable environment for current and future citizens by embracing economic growth, preserving the historic, small-town charm and connecting community members for a high quality of life.”

Prototype Vision Statements

“Kaysville is a thriving community with a superb sense of place where housing, parks and recreation are a priority and available to all; where infrastructure is robust; and safety, support, and opportunities to live and play are abundant.”

“Kaysville is a family friendly, recreationally active, and economically balanced community that embraces fiscal responsibility and growth through informed leadership, collaboration, and partnerships that preserve the best of small town life while providing strong and robust infrastructure, safe environments, vibrant parks, recreational opportunities, and the ability to live the best life.”

“Kaysville is a family-friendly community that respects the past and embraces the future through collaborative, transparent local government, fostering education, healthy infrastructure, and economic opportunities while preserving a small-town quality of life.”

Prototype Guiding Principles

To support the Mission, Vision and steer community efforts in the right direction, these Guiding Principles provide guidance, inspiration, and focus during our collective efforts.

- Build and maintain quality long-lasting infrastructure and connectivity
 - Decision-making based on information, facts and analysis; not ego, tradition, or individual political agendas
 - » Transparency of elected officials
 - Respect the past, embrace the future
 - » Increase pride in Kaysville through actions and decision-making
 - Create and maximize economic and relational opportunities
 - » Strive for sustainable growth with an emphasis on financial health, integrity, and building public trust
 - » Foster strategic partnerships and relationships for better outcomes
 - » Favor collaboration over competition by supporting community partners and educational institutions
 - Welcome thoughtful opinions and experiences to build collective intelligence
 - » Diverse input from various locations and across multiple sections is valued over believing in the lone genius
 - » Check assumptions and turn obstacles into opportunities
-

STAFF REPORT



COUNCIL MEETING DATE: February 6, 2020

TYPE OF ITEM: Work Item

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Interlocal Agreement with Farmington

EXECUTIVE SUMMARY:

Description:

Kaysville City has been working with Farmington City as well as other agencies to design and fund new roadways that will help more evenly distribute traffic onto and off of West Davis Corridor (WDC).

The two Cities need to formalize an agreement about how to administer portions of the project as well as the funds received from UDOT, Davis County and the State Legislature.

The agreement gives equal voice and partnership to each City, but designates official points of contact for various aspects of the project.

Council Options: Approve/Disapprove/Table

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: County, UDOT and State Funds

Attachments: Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the “Agreement”) is entered into by and between **FARMINGTON CITY**, a municipal corporation of the State of Utah (“Farmington”) and **KAYSVILLE CITY**, a municipal corporation of the State of Utah (“Kaysville”). Farmington and Kaysville may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

A. Farmington and Kaysville are public agencies as defined by the Utah Interlocal Cooperation Act *Utah Code Ann.*, Section 11-13-101 et seq. (the “Interlocal Act”) and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act authorizes a city to share its tax and other revenues with other cities.

B. Farmington and Kaysville previously submitted a joint grant application for Federal Surface Transportation Funding (“STP”) to the Wasatch Front Regional Council (“WFRC”) seeking an allocation from that fund, for the improvement of 950 North Street from the West Davis Corridor right of way to the Denver and Rio Grande Western trail, Sunset Drive from 950 North to the intersection of Sunset Drive and Shepard Lane and Angel Street from the south end of the currently existing street to the intersection of Sunset Drive and Shepherd Lane (the “Project”). Based on the joint grant applications, the Parties were awarded a grant in the amount of \$4.3 million from WFRC. The parties are currently working with the Utah Department of Transportation (“UDOT”) to bring these funds within UDOT’s jurisdiction to support the efficient administration of the Project. The parties anticipate the entry of an agreement with UDOT to support the funding of the Project under State-administered rules and that grant funding will be paid to Kaysville and the design and construction of the Project will be administered by Farmington. The STP funds are subject to a required match of \$291,175.60 from the parties.

A.C. During the 2018 General Session, the State Legislature passed SB 136 which amended Section 59-12-2219 of the Revenue and Taxation Code, Utah Code Ann. §§ 59-12-101 et seq., to provide for implementation of a .25% increase in the County Sales Tax to be used by the County for certain transportation purposes.

B-D. The Davis County Commission has imposed the .25% increase in the County sales tax. Davis County has determined that the joint project to build the contemplated street improvements will be a regional benefit and has committed to provide a reimbursement of 70%, up to \$101,255 for the Project, with any expenditures exceeding the \$101,255 coming from the Cities. The parties anticipate that this funding will cover the costs of the required Environmental Assessment which has been completed cooperatively and that any remaining funds will be utilized for construction of the Project.

C. Farmington and Kaysville previously submitted a joint grant application for Federal Surface Transportation Funding (“STP”) to the Wasatch Front Regional Council

~~(“WERC”) seeking an allocation from that fund, for the improvement of 950 North Street from the West Davis Corridor right of way to the Denver and Rio Grande Western trail, Sunset Drive from 950 North to the intersection of Sunset Drive and Shepard Lane and Angel Street from the south end of the currently existing street to the intersection of Sunset Drive and Shepherd Lane (the “Project”). Based on the joint grant applications, the Parties were awarded a grant in the amount of \$4.3 million from WERC. The parties anticipate grant funding will be paid to Kaysville and the design and construction of the Project will be administered by Farmington. The STP funds are subject to a required match of \$291,175.60 from the parties.~~

~~D.E.~~ The Utah State Legislature, during the 2019 General Session, allocated \$6 million dollars in State Transportation Funding for the construction of the project. Funding has been received by Farmington and has been allocated by Farmington for completion of the Project.

~~E.F.~~ The acquired and committed funding is estimated to be sufficient to first construct the improvements related to 950 North and Sunset Drive, but a gap currently exists on the estimated total to also complete the Angel Street portion, which is estimated to require an additional \$2,000,000 in funding. The parties jointly have committed to put any excess funds from the construction of the 950 North and Sunset Drive Improvements towards the Angel Street Improvements and have further committed to jointly seek the remaining funding needed to fully fund the Angel Street Improvement. In order to decrease unnecessary delays to the construction of the 950 North and Sunset Drive Improvements, the parties have agreed to divide the construction of the Project in to two phases, as necessary, with 950 North and Sunset Drive being constructed first and the Angel Street Improvements being constructed in a second phase, to be constructed as soon as the remaining funding is acquired (or as part of phase one if funding and schedule permit at such a time).

~~F.G.~~ Farmington and Kaysville now desire to enter into this Agreement to provide for the design and construction of the Project, with the Project to be administered by Farmington but jointly funded by the Parties from the above-referenced grants, for the regional benefit of the citizens of Davis County and, specifically, for the residents of Farmington and Kaysville.

AGREEMENT

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

Section 1. Environmental Assessment. The cities ~~agree have to~~ jointly issued a Request for Proposals (“RFP”) from interested, able applicants to perform a state level environmental assessment of the proposed Project, specifically to include construction of the street improvements, including all necessary utilities and side treatments, for 950 North from the West Davis Corridor to the future intersection of 950 North and Commerce Drive, and for Sunset Drive from the existing intersection of Shepard Lane and Sunset Drive to 950 North, and Angel Street from the end of the south end of the existing street to the intersection of Sunset Drive and Shepard Lane. ~~Farmington shall prepare the RFP and shall solicit and include comments and input from Kaysville. The RFP shall indicate it is being issued by the parties jointly, with~~

~~responses due to Farmington City. Upon receipt of proposals, the parties shall jointly select a contractor to perform the environmental assessment. The Assessment work was awarded to Horrocks Engineering and has been completed.~~ Costs of the assessment shall be shared equally by the parties, including the costs of the required “match” from the parties.

Section 2. Project Design Administration. The Parties agree that Farmington shall act as the primary Project Administrator for the design and construction Project. Farmington shall contract with the contractor(s) for the design and construction of the necessary roadway improvements. Kaysville and Farmington shall work together on design and construction as well as ~~the~~ approval of any procurement related documents for the Project and in the selection of contractors for the design and/or construction of the Project. Neither party’s approvals shall be unreasonably withheld, conditioned or delayed. Notwithstanding the Parties agreement that Farmington shall act as the Project Administrator for the design and construction of the Project, the Parties agree that all costs relating to the Project shall be shared equally. The Parties further acknowledge that the STP funds require a “local match” of 14.75%, totaling approximately \$291,175.60, which will be shared proportionately; each party’s proportionate share being based on the percentage of improvement cost located in each City’s boundary to the total Project cost. The parties have agreed to utilize funding allocated by the State legislature as referenced in Recital C, above, to satisfy the match requirement of the STP funding.

Section 3. Project Phasing. The parties agree that if the funding for 950 North, Sunset Drive and Angel Street is not available by the time of awarding the bid, the Project shall be divided in to two (2) phases with the construction of 950 North and Sunset Drive as the first phase, and the construction of ~~the~~ Angel Street as the second phase. The parties note specifically that the phased construction of Project is to facilitate construction on an accelerated timeline and eliminate unnecessary delays, with the joint pursuit of funding necessary to complete the second phase. If phasing is required, Farmington shall act as the Project Administrator for the first phase. Farmington agrees that any contract it shall enter for design and construction of the Project shall provide for and accommodate an assignment of the Project Administration function to Kaysville for the second phase.

Section 4. Invoices. Farmington shall send monthly invoices from the Contractor related to the Project to Kaysville. Provisions of this Agreement relating to invoices for the work are set forth in Section 7, below. Any disputes regarding completed work or invoices shall be handled by the joint administrators of this Agreement appointed by the Parties. Farmington shall be responsible for submitting reimbursement requests to UDOT and shall provide copies and evidence of reimbursements received from UDOT to Kaysville.

Section 5. Time for Performance. Parties acknowledge that funds for the Project from Davis County have a termination date of December 31, 2024, plus applicable extension periods. The Parties acknowledge that time is of the essence and the Parties agree to use their best efforts to assure the Project is completed within the funding time established for receipt of funds from all the funding sources.

Section 6. Representations and Warranties.

6.1 Parties' Representations and Warranties. The Parties hereby represent, covenant, and warrant to each other as follows:

(a) Use of County Transportation Funds. Any County Transportation Funds disbursed to Farmington or Kaysville by the County ~~and paid to Farmington have been or~~ will be used by ~~Farmington~~the cities: (1) solely to reimburse costs actually incurred by ~~Farmington~~the cities for the Project; and (2) in accordance with applicable federal, state and local laws, rules and regulations. ~~Kaysville~~Both parties shall be responsible to assure that the approved design and construction elements are consistent with and in compliance with the terms of the Interlocal Agreement between ~~Kaysville~~Farmington and the County.

(b) Use of Federal Surface Transportation Funds. ~~Any~~The parties agree that Federal Surface Transportation Funds ~~shall be~~ disbursed to ~~Kaysville~~Farmington for the Project shall be used by Farmington solely for the Project and shall be utilized in a manner which is consistent and in compliance with all the terms and conditions of the awarded grant and consistent with the joint grant application submitted by the Parties.

(c) Use of State Funds. Any state funds committed to the Project shall be administered and used as contemplated herein, and to the extent there are excess funds after the construction of 950 North and Sunset Drive, the excess shall be utilized for the construction of the Phase 2 improvements.

(d) Effect of Invoice. Each invoice from Farmington shall constitute a representation and warranty that the information set forth in such invoice is true and correct.

Section 7. Payments.

7.1 Conditions for Payment of Invoices. Kaysville will not be obligated to pay any invoices to Farmington to cover any Project costs unless and until ~~the following conditions have been satisfied~~all funding sources have been fully and completely exhausted:

~~(a) — Documents to be Furnished for Each Payment. Farmington has furnished to Kaysville, for each and every invoice: (1) proof of payment by Farmington for the work for which it is seeking reimbursement from Kaysville pursuant to the invoice, or, (2) in the event the invoice seeks payment in advance for anticipated costs or partial work, sufficient information to demonstrate that advance payment is warranted or required by the relevant contract for design or construction.~~

~~(b) — Completion of Project Element. Farmington has completed or caused to be completed the Project element or elements to which the invoice relates or has provided a reasonable statement of the percentage of completion of work for the Project element which appropriately coincides with work completed.~~

~~(c) — No Event of Default. No Event of Default, as set forth in Section 9, below,~~

~~has occurred and is continuing beyond any applicable cure period.~~

~~(d) — Warranties and Representations True. All warranties and representations made by Farmington in this Agreement have remained true and correct and all warranties and representations made by Farmington in the invoice are true and correct.~~

7.2 Invoicing ~~Sharing of Information.~~

(a) In General. Farmington agrees to respond in a timely manner to any reasonable requests made by Kaysville for additional information relating to any invoice. Farmington shall submit ~~an~~ copies of its invoices to UDOT at the same time reimbursement is requested ~~Kaysville no more frequently than once every thirty (30) days.~~

~~(b) — Amount of Invoice. Subject to compliance with the terms and conditions of this Agreement, Kaysville shall pay to Farmington the amount requested by Farmington in an invoice. However, if Kaysville determines that Farmington has not complied with any term or condition set forth in this Agreement or determines that Farmington's invoice is deficient in any respect, Kaysville may, in its sole discretion, decline to make a payment, or may make a partial payment based on the extent to which Farmington has complied with the terms and conditions set forth in this Agreement.~~

~~(c) — Payment of Invoice. Kaysville shall, within thirty (30) days after receiving an invoice from Farmington, either pay to Farmington the amount requested by Farmington or provide a written notice to Farmington setting forth the reasons for non-payment or partial payment.~~

~~(d) — Disclaimer of Liability. Kaysville will not be responsible in any manner to Farmington or any third-party for the quality, design, construction, structural integrity, or health or safety features of the Project, notwithstanding Kaysville's review and approval of Farmington's invoices or any other information submitted to Kaysville under this Agreement.~~

Section 8. Covenants and Agreements.

8.1 Indemnification and Liability.

(a) Liability. Both Parties are governmental entities under the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 *et seq.* (the "Immunity Act"). Neither Party waives any defenses or limits of liability available under the Immunity Act and the applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable Law.

(b) Indemnification. Farmington agrees to indemnify, hold harmless, and defend Kaysville, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused,

resulting directly or indirectly from, or arising out of (i) Farmington's breach of this Agreement; (ii) any acts or omissions of or by Farmington, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; ~~and/or~~ (iii) breach of any condition of receipt for the Federal Surface Transportation grant funds and/or (iv) any claims or damages resulting from the construction, maintenance or conditions of the improvements within Kaysville's corporate boundaries. Farmington agrees that its duty to defend and indemnify Kaysville under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Kaysville for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Kaysville. Farmington further agrees that its indemnification obligations in this Section 8.1(b) will survive the expiration or termination of this Agreement.

(c) Indemnification. Kaysville agrees to indemnify, hold harmless, and defend Farmington, *its* officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of (i) Kaysville's breach of this Agreement; (ii) any acts or omissions of or by Kaysville, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; ~~and/or~~ (iii) breach of any condition of receipt for the Federal Surface Transportation grant funds and/or (iv) any claims or damages resulting from the construction, maintenance or conditions of the improvements within Kaysville's corporate boundaries. Kaysville agrees that its duty to defend and indemnify Farmington under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against Farmington for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of Farmington. Kaysville further agrees that its indemnification obligations in this Section 8.1(c) will survive the expiration or termination of this Agreement.

~~(e)~~(d) Each party agrees that upon completion of the Project, each party shall be responsible for the improvements located within their own jurisdiction, and neither party will be responsible for the improvements located in the other party's jurisdiction.

8.2 Recordkeeping. Farmington agrees to maintain its books and records in such a way that any funds received from Kaysville will be shown separately on Farmington's books. Farmington shall maintain records adequate to identify the use of the funds received from Kaysville for the purposes specified in this Agreement. Upon request of Kaysville, Farmington shall make its books and records related to the Project available to Kaysville at reasonable times.

8.3 Assignment and Transfer of County Transportation Funds. ~~Farmington~~ Neither party shall ~~not~~ assign or transfer its obligations under this Agreement nor its rights to the grant funds received under this Agreement without prior written consent from ~~Kaysville~~ the other party. ~~Farmington~~ Both parties shall use the funds provided pursuant to this Agreement exclusively and solely for the purposes set forth in the Agreement.

Section 9. Defaults and Remedies.

9.1 Event of Default. Failure of either Party to comply with any of the material terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the breaching Party on or before the expiration of a sixty (60) day period (or, if the non-defaulting Party approves in writing, which approval shall not be unreasonably withheld, conditioned or delayed, such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the non-defaulting Party's written notice to the defaulting Party of the occurrence thereof shall constitute an Event of Default.

9.2 Remedies in the Event of Default. Upon the occurrence of any Event of Default, the non-defaulting Party may, in its sole discretion, and in addition to all other remedies conferred upon the non-defaulting Party by law or equity or other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other.

- (a) Withhold further payment of funds; and/or
- (b) Reduce the amount of any future payment of funds by the amount incurred by the non-defaulting Party to cure such default; and/or
- (c) Terminate this Agreement.

Section 10. Miscellaneous

10.1 Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

- (a) This Agreement shall be approved by each Party pursuant to Section 11-13-202.5 of the Interlocal Act.
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Act.
- (c) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.
- (d) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- (e) No separate legal entity is created by the terms of this Agreement. Pursuant to Section 11-13-207 of the Interlocal Act, to the extent this Agreement requires

administration other than as set forth herein, the Farmington Mayor and the Kaysville Mayor are hereby designated as the joint administrative board for all purposes of the Interlocal Act. Voting of the Farmington Mayor and the Kaysville Mayor shall be based on one vote per Party.

(f) No real or personal property shall be acquired jointly by the Parties as a result of this agreement. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

(g) Either Party may withdraw from the joint or cooperative undertaking described in this Agreement only upon the termination of this Agreement.

~~(h) — Voting of the Farmington Mayor and the Kaysville Mayor shall be based on one vote per Party.~~

~~(i)(h)~~ The functions to be performed by the joint or cooperative undertaking are those described in this Agreement.

~~(j) — The powers of the joint board are those described in this Agreement.~~

10.2 Term of Agreement. This Agreement shall take effect immediately upon the completion of the following (a) the approval of the Agreement by the governing bodies of Farmington and Kaysville, including the adoption of any necessary resolutions or ordinances by Farmington and Kaysville authorizing the execution of this Agreement by the appropriate person or persons for Farmington and Kaysville, respectively, (b) the execution of this Agreement by a duly authorized official of each of the Parties, (c) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, and (d) the filing of a copy of this Agreement with the keeper of records of each Party. This Agreement shall terminate upon final acceptance of the completed improvements and the expiration of any contractual warranties of the Contractor. Grant funds remaining after completion of the Project may be utilized by Farmington or Kaysville respectively for any qualifying purpose.

10.3 Force Majeure. Neither Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after this Agreement becomes effective. “Event of Force Majeure” means an event beyond the control of Farmington or Kaysville that prevents a Party from complying with any of its obligations under this Agreement, including but not limited to (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, acts or threats of terrorism, invasion, or embargo; or (iii) riots or strikes. If an Event of Force Majeure persists for a period in excess of sixty (60) days, either party may terminate this Agreement without liability or penalty, effective upon written notice to the other party.

10.4 Notices. Any notice required or permitted to be given hereunder shall be deemed

sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows (or to such other address that may be designated by the receiving party from time to time)

If to Farmington: Farmington City, City Manager
160 S. Main
Farmington, UT 84025

With a copy to: Todd J. Godfrey
Hayes Godfrey Bell, PC
2118 East 3900 South. Suite 300
Holladay. UT 84124

If to Kaysville: Kaysville City, City Manager
23 East Center Street
Kaysville, Utah 84037

With a copy to: _____

10.5 Ethical Standards. The Parties each represent that they have not (a) provided an illegal gift in connection with this Agreement to any officer or employee of the other party, or former officer or employee of the other party, or to any relative or business entity of an officer or employee of the other party, or relative or business entity of a former officer or employee of the other party; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards in connection with this Agreement set forth in State law or its own ordinances; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, in connection with this Agreement, any officer or employee or former officer or employee of the other party to breach any of the ethical standards set forth in State law or their own ordinances.

10.6 Entire Agreement. This Agreement and the documents referenced herein, if any, constitute the entire Agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party, or agents for either Party, that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

10.7 Amendment. This Agreement may be amended, changed, modified or altered only by an instrument in writing signed by both Parties.

10.8 Governing Law and Venue. The laws of the State of Utah govern all matters

arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Davis, State of Utah.

10.9 No Obligations to Third Parties. The Parties agree that Farmington's obligations under this Agreement are solely to Kaysville and that Kaysville's obligations under this Agreement are solely to Farmington. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

10.10 Agency. No officer, employee, or agent of Farmington or Kaysville is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by each Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. Farmington and Kaysville will each be solely and entirely responsible for its acts and for the acts of its officers, employees or agents during the performance of this Agreement.

10.11 No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach.

10.12 Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

10.13 Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, each Party hereby signs this Agreement on the date written by each Party on the signature pages attached hereto.

ATTEST:

CITY OF FARMINGTON
a Utah municipal corporation

By: _____
Holly Gadd, City Recorder

By: _____
H. James Talbot, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of July, 2019, H. James Talbot, the Mayor of Farmington City, personally appeared before me and duly acknowledged to me that he executed the same on behalf of the City.

Notary Public

My commission expires:

Residing at:

ATTEST:

KAYSVILLE CITY
a Utah municipal corporation

By: _____
Annemarie Plaizier, City Recorder

By: _____
Katie Witt, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of July, 2019, Katie Witt, the Mayor of Kaysville City, personally appeared before me and duly acknowledged to me that she executed the same on behalf of the City.

Notary Public

My commission expires:

Residing at:
