



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, April 16, 2020, starting at 7:00 p.m. This meeting is being held electronically due to Governor Herbert's "Stay Safe, Stay Home" directive, and in line with the City's response to the COVID-19 pandemic. Council Members and City Staff will participate live from remote locations, but residents can still view the meeting live by going to www.kaysvillelive.com. Members of the public wishing to make comments to the City Council in regard to items on the agenda may do so by going to www.kaysvillelive.com.

CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

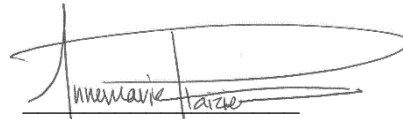
1. **OPENING**
 - a. Provided by Council Member Barber.
2. **RECOGNITIONS AND PRESENTATIONS**
 - a. Proclamation declaring April 24, 2020 as Arbor Day.
 - b. Proclamation declaring April as Sexual Abuse Awareness Month.
 - c. Safe Harbor Presentation.
 - d. Police Department Report – Chief Solomon Oberg.
3. **DECLARATION OF ANY CONFLICTS OF INTEREST**
4. **CONSENT ITEMS**
 - a. Approval of the Minutes of March 5, 2020.
 - b. Approval of the Minutes of March 19, 2020.
 - c. Approval of purchase for two police vehicles – Police Department.
 - d. Appointment of Stefania Drogsvold as a Historical Preservation Committee member.
5. **ACTION ITEMS**
 - a. Kaysville City Personnel Rules and Regulations – Changes to Section 3.17 Benefits Administration, Waiver of Coverage.
 - b. Weber Basin Water Conservancy District Sales Contract with Kaysville City for purchase of treated district water for municipal use.
 - c. Rezone of 3.75 acres of property located at 706 South Angel Street from the R-A (Residential Agricultural to the R-1-LD (Single Family Low Density) zoning district for Vernon Smith.
 - d. Preliminary plat approval for the James Place Subdivision located at 706 South Angel Street for Vernon Smith.
6. **WORK ITEMS**
 - a. Water Department Mutual Aid Agreement.
7. **CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)**
8. **COUNCIL MEMBER REPORTS**

9. CITY MANAGER REPORT

10. 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 at least 24 hours in advance of the meeting to be held.

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 April 10, 2020



Annemarie Plaizier
City Recorder

Proclamation
“ARBOR DAY”
April 24th, 2020

WHEREAS, Kaysville City, Utah has committed considerable time and resources to the urban forest and has chosen to set aside a special day for the planting of trees; and

WHEREAS, this Holiday called “Arbor Day” is observed in every state in the union and through out the world; and

WHEREAS, trees can reduce the erosion of topsoil, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify the community; and

WHEREAS, wherever they are planted, trees are a source of joy and spiritual and mental renewal.

NOW, THEREFORE, I, Katie Witt, Mayor of Kaysville City, along with the Kaysville City Council, do hereby proclaim April 24th, 2020 as Arbor Day. I also urge all citizens to support efforts to protect our trees and woodlands and to support our urban forestry program.

FURTHER, I urge all citizens to plant trees to gladden hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF: I have caused the Seal of Kaysville, Utah, to be affixed on this 16th day of April, 2020.



Katie Witt, Mayor



A PROCLAMATION DECLARING APRIL 2020, AS "SEXUAL ASSAULT AWARENESS MONTH"

WHEREAS, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of Kaysville City; and

WHEREAS, Rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in five women will have experienced sexual assault by the time they complete college (Fisher, Cullen, & Turner, 2000); and

WHEREAS, We must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

WHEREAS, Staff and volunteers of anti-violence programs at/in Kaysville City encourage every person to speak out when witnessing acts of violence however small; and

WHEREAS, With leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in Kaysville City through prevention, education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, Kaysville City strongly supports the efforts of national, state, and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW THEREFORE, BE IT RESOLVED, that I, Katie Witt, Mayor of Kaysville City, Utah, along with the Kaysville City Council, do hereby proclaim April 2020, as Kaysville City Sexual Assault Awareness Month.

In Witness Whereof: I have cause the Seal of the City of Kaysville City, Utah, to be affixed on this 16th day of April, 2020.



Mayor Katie Witt

KAYSVILLE

POLICE DEPARTMENT



ANNUAL REPORT

2019

KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2019

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CHIEF OF POLICE
SOL OBERG



ASSISTANT CHIEF
SETH ELLINGTON



LIEUTENANT
PAUL THOMPSON

SUPPORT SERVICES



**SUPPORT SERVICES
SUPERVISOR**
JESSICA BUSK



**RECORDS/DISPATCH
EVIDENCE CUSTODIAN**
SAMANTHA SMITH



CROSSING GUARDS
(20)



VICTIM ADVOCATE
JENNIFER WINCHESTER

**INVESTIGATIONS
DIVISION**



DETECTIVE SERGEANT
JEREMY OWENS



SRO SERGEANT
PRESTON BENOIT



DETECTIVE
BRANDON WOOLF



**DETECTIVE
SWAT TEAM**
JOSH STEADMAN



DETECTIVE
CRYSTAL ISAACSON



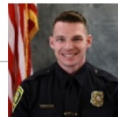
**METRO NARCOTICS
AGENT**



SRO DAVIS HIGH
CADE BRADSHAW



SRO MOUNTAIN HIGH
MATT THURGOOD



D.A.R.E. OFFICER
JUSTIN STANFORD



CHIEF OF POLICE
SOL OBERG



ASSISTANT CHIEF
SETH ELLINGTON



LIEUTENANT
SHAWN MCKINNON

PATROL DIVISION



SERGEANT
LACY TURNER



SERGEANT
MIKE CRIDDLE



PATROL OFFICER
CHASE RITTER



TRAFFIC OFFICER
SRO KAYSVILLE JR.
DEVAN RICH



PATROL OFFICER
RHETT FARNELL



PATROL OFFICER
JORDAN NICHOLAS



PATROL OFFICER
JARED JENSEN



P.O.P. OFFICER
SRO FAIRFIELD JR.
DEVAN RICH



PATROL OFFICER
JAKE SEIFERT



PATROL OFFICER
(MILITARY DUTY)
JOSH DANIELSON



CADET OFFICER
BRET BATEMAN



PATROL OFFICER
SRO CENTENNIAL JR.
ROBERT JACKSON



PATROL OFFICER
RYAN FREEMAN



K-9 OFFICER
COLTON BARTLESON



CADET OFFICER
DUSTIN BALLARD

KAYSVILLE POLICE DEPARTMENT
2019 ORGANIZATIONAL CHART

MISSION STATEMENT

The mission “*to protect and serve*” states the essential purpose of the Kaysville Police Department.

The Department *protects* the right of all persons within its jurisdiction to be free of criminal attack, to be secure in their possessions, and to live in peace.

The Department *serves* the people of Kaysville in a professional manner; and it is to these people that the police department is ultimately responsible.

KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2019

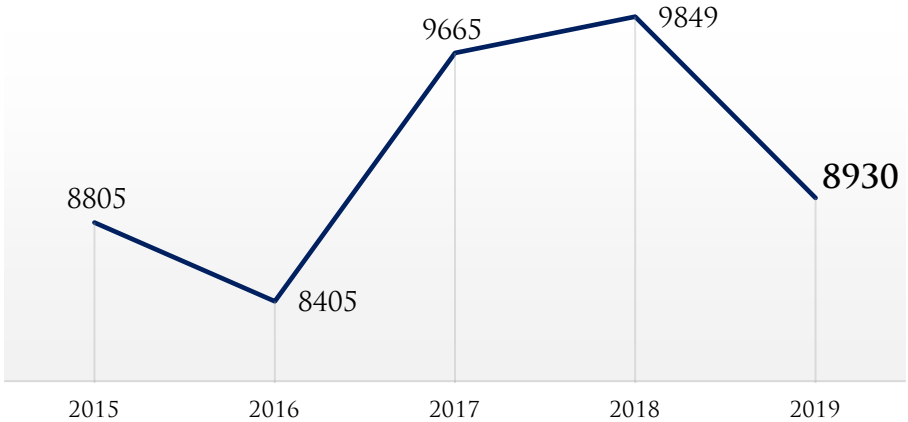
ACTIVITY SUMMARY

	2018	2019	% CHANGE
Total Police Service Calls	9,849	8,930	-9.3%
<i>Average Daily Police Service Calls</i>	27.0	24.5	-9.3%
Cases	2,464	2,705	9.8%
<i>Average Daily Cases</i>	6.7	7.4	10.4%
Average Emergency Response Times	6:37	7:02	6.3%
Arrests	380	311	-18.2%
Part I Index Crimes (Crime Index)*	259	303	16.9%
Homicide	0	1	100.0%
Forcible Rape	9	9	0.0%
Robbery	2	1	-50.0%
Aggravated Assault	5	11	120.0%
Burglary	36	47	30.6%
Larceny-Theft	190	215	13.2%
Motor Vehicle Theft	15	18	20.0%
Arson	2	1	-50.0%
Crime Index Per 1,000 Population	8.15	9.54	17.0%
*Part I crimes (or violent crimes) compile the “crime index” used by the FBI to track our nation’s crime rate. If multiple Part I offenses are committed in the same criminal episode, only the most serious offense is reported, which may result in a variance in the number of total offenses reported below.			
Crimes Against Persons	279	277	-0.7%
Sex Offense	40	33	-17.5%
Assault	54	66	22.2%
Domestic Violence	39	45	15.4%
Child Abuse / Neglect	146	133	-8.9%
Property Crimes	361	453	25.5%
Vehicle Burglary	58	59	1.7%
Theft	143	170	18.9%
Fraud / Forgery / Financial Crimes	38	64	68.4%
Vandalism	122	160	31.1%
DUI Arrests	24	13	-45.8%
Drug Offenses	116	76	-34.5%
K-9 Deployments	54	0	-100.0%
SWAT Call Outs	13	12	-7.7%
Traffic Stops	7,129	4,456	-37.5%
Traffic Citations	3,647	2,411	-33.9%
Traffic Accidents	335	364	8.7% ⁰⁰
Traffic Fatalities	1	0	-100.0%

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POLICE SERVICE CALLS

The following graph shows the total number of calls for service received each year.



TOP 10 CALLS FOR SERVICE	
Suspicious Circumstance	1,054
Citizen Assist	679
Extra Patrol	555
Medical Assist	539
Traffic Accident	494
Alarm	483
Juvenile Problem	434
Traffic Enforcement	370
Agency Assist	342
Vehicle Lock Out	296

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Police Service Calls Time Analysis

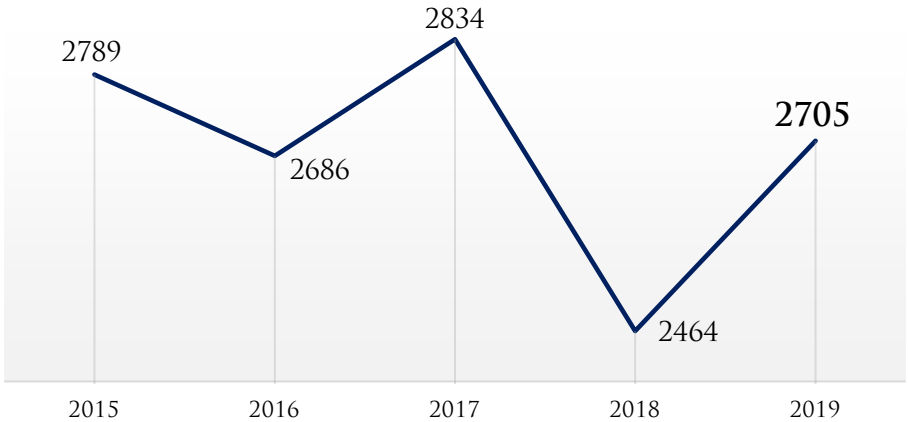
The following table shows the number of calls for service and the specific time and day they were received.

HOUR	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL
0000-0159	56	66	66	44	79	63	73	447
0200-0359	33	31	42	47	27	54	52	286
0400-0559	27	32	31	26	22	26	29	193
0600-0759	76	59	62	57	64	58	23	399
0800-0959	185	189	168	206	128	79	61	1016
1000-1159	180	216	196	206	178	114	77	1167
1200-1359	177	219	162	200	168	92	60	1078
1400-1559	184	221	201	185	159	119	61	1130
1600-1759	196	171	167	163	145	93	57	992
1800-1959	116	130	118	149	146	96	69	824
2000-2159	96	87	116	100	130	99	81	709
2200-2359	98	96	102	82	118	123	70	689
Total by Day	1424	1517	1431	1465	1364	1016	713	8930

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CASES

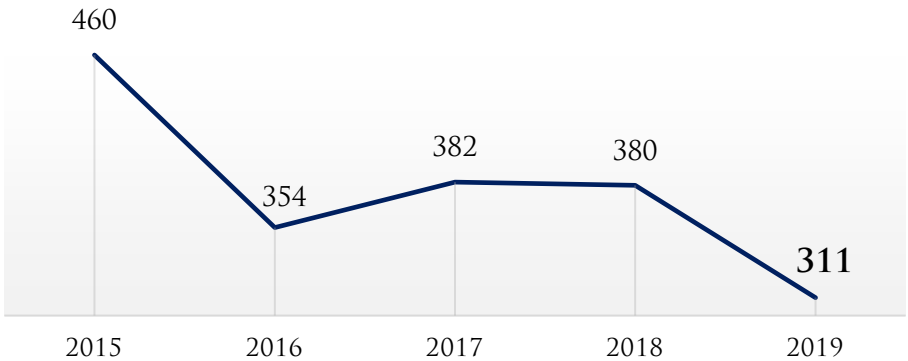
Cases are created from police service calls that require documentation by the responding officer.



TOP 10 CASES	
Traffic Accident	379
Suspicious Circumstance	214
Juvenile Problem	181
Theft	165
Welfare Check/Mental Subject	159
Citizen Assist	132
Child Abuse Neglect Report	130
Criminal Mischief	124
Domestic	110
Lost or Found Property	101

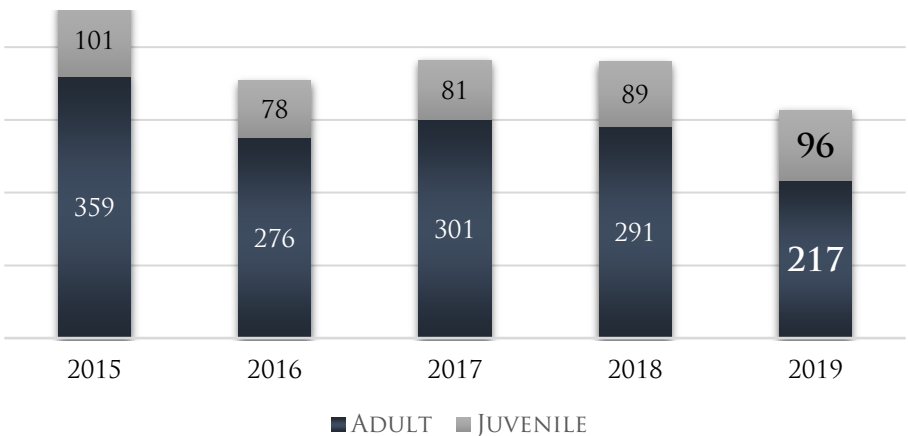
ARRESTS

An arrest consists of when criminal charges are filed on an individual; regardless if the individual was cited and released, served with a summons to appear in court, or physically arrested and booked into jail.



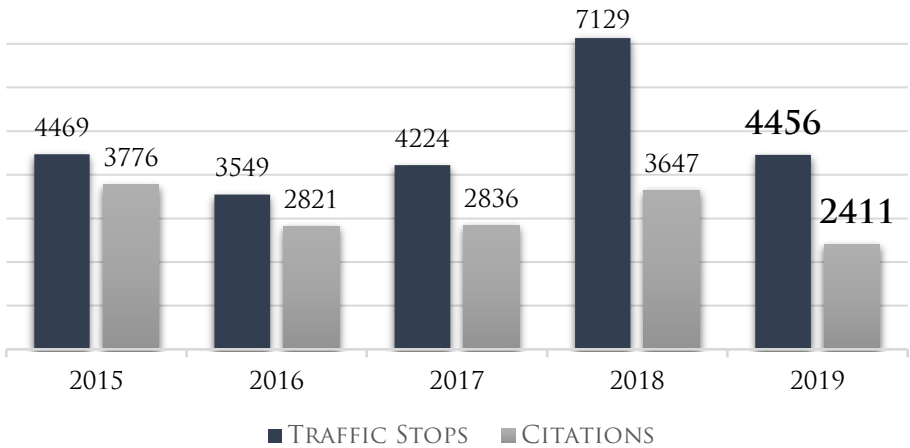
Arrest Demographics

The following chart shows a breakdown of the number of juvenile and adult arrests.



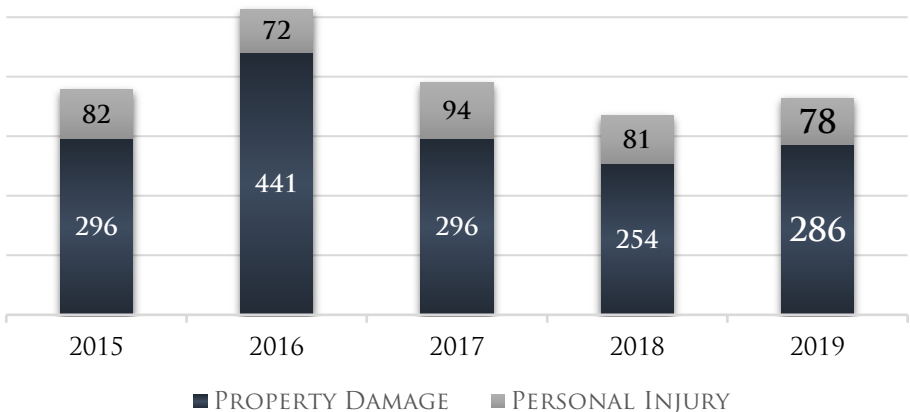
TRAFFIC STATISTICS

Traffic Stops and Citations



Accidents

Traffic accidents are categorized as either property damage only or with personal injury to someone involved in the accident. The following statistics show the number of traffic accidents, categorized by accident

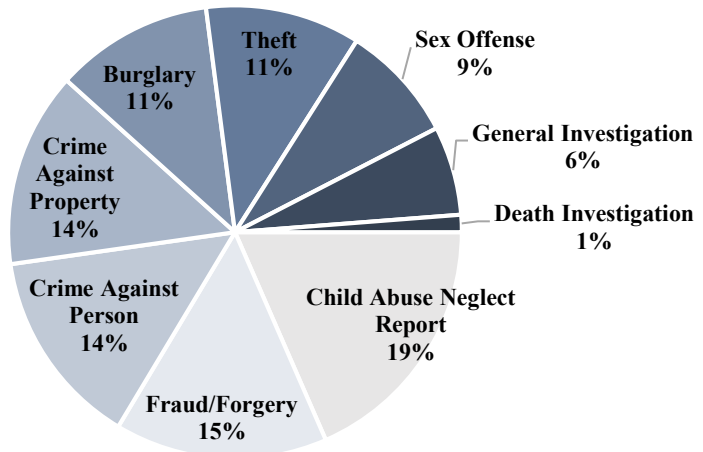


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INVESTIGATIONS DIVISION

In 2019, the Investigations Division investigated 488 total cases, which was a 43.9% increase from 2018. Below is a comparison between the number and types of cases that were investigated in 2018 and 2019. The pie chart shows the percentage of types of cases investigated.

CASE TYPE	2018	2019	% CHANGE
Burglary	50	55	10.0%
General Investigation	16	31	93.7%
Theft	41	54	31.7%
Fraud/Forgery	37	74	100.0%
Child Abuse Neglect Report (CANR)	144	90	-37.5%
Sex Offense	28	41	46.4%
Crime Against Person	5	68	1260.0%
Crime Against Property	7	68	871.4%
Death Investigation	10	6	-40.0%
Robbery	1	0	-100.0%
Homicide	0	1	100.0%
Total	339	488	44.0%



Registered Sex Offenders

Registered sex offenders are required to register and provide information required by statute to the Department of Corrections or registering entity every six months. Offenders who are not under the supervision of AP&P must register with the Police Department or Sheriff's Office that has jurisdiction over the area where the offender resides.

The following is a breakdown of the different types of sex offender registrations in Kaysville City:

- 13 Active** (*offenders who still have a legal obligation to register with the State of Utah*)
- 1 Inactive – Other** (*offenders whose conviction is not registerable or reduced to a non-registerable offense*)
- 3 Inactive – Registration Expired** (*offenders who have been terminated from the registry*)
- 1 Pending** (*new offenders awaiting verification*)

In 2019, there were a total of 18 registered sex offenders residing in Kaysville City and detectives tracked 10* sex offenders with active registrations. Kaysville detectives conducted 15 sex offender registration compliance checks throughout the year.

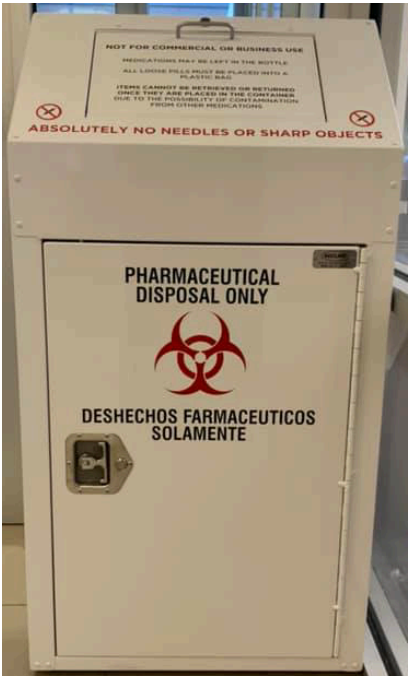
**3 of the 13 active offenders were under the supervision of Adult Probation & Parole.*

PHARMACEUTICAL DISPOSAL PROGRAM

The Kaysville Police Department provides a disposal bin for the public to safely and confidentially dispose of their unwanted or expired medication.

In the year 2019, the Kaysville Police Department destroyed 583.60 pounds of prescription drugs that were received in the pharmaceutical disposal bin.

	2017	2018	2019
Medications received for disposal	766.42 lbs	487.60 lbs	583.60 lbs



NOTABLE EVENTS

Lieutenant Pies Retirement



In January 2019, Lieutenant Kenton Pies retired from the police department after 26 years of dedicated service.

During his career, Lt. Pies served in and ultimately supervised both the Patrol and Investigations Divisions. He also spent time as a School Resource Officer and an agent with the Davis Metro Narcotics Strike Force. Lt. Pies is highly regarded for his dedication and service and was truly an asset to the

department.

Lieutenant Promotion

Following the retirement of Lt. Pies, Shawn McKinnon was promoted to Lieutenant in February 2019.

Lt. McKinnon has been with Kaysville City since 2012 and previously worked for the Tooele Police Department.

He was previously the Detective Sergeant of the Investigations Division and spent X years as a patrol Sergeant. He is currently the Lieutenant over the Patrol Division.



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Utah Peace Officers Association Medal of Valor

In 2019, Officers Bradshaw, Jackson, McKinnon, and Turner were recognized by two major law enforcement organizations for their courageous actions taken during the Chevron fire incident in April 2018.

In February 2019, they were awarded the Medal of Valor by the Utah Peace Officers Association.



In March 2019, the Utah Chiefs of Police Association awarded them with a Unit Citation and Officer of the Year.



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Sergeant Promotion



In March 2019, Officer Lacy Turner was promoted to Sergeant.

Sergeant Turner has been with the Kaysville Police Department since 2014. She previously worked for Woods Cross Police and Arvada Police Department in Colorado.

During her career, Sergeant Turner has been a School Resource Officer and with the Problem-Oriented Policing Unit.

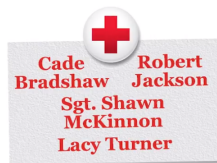
She is currently a sergeant in the Patrol Division and is the first female Sergeant in the history of the Kaysville Police Department.

2019 Law Enforcement Hero Award



On April 25, 2019, Officers Robert Jackson, Lacy Turner, Cade Bradshaw, and Shawn McKinnon were awarded the 2019 Law Enforcement Hero Award by the Northern Utah Chapter American Red Cross. The award was in recognition of the Chevron fire incident that occurred in April 2018.

The Red Cross also made a tribute video featuring the officers and their experience in the incident.



Law Enforcement Heroes



American Red Cross

KAYSVILLE POLICE DEPARTMENT

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New Officers

In April 2019, Officer Jared Jensen joined our department from the Clinton Police Department. He had also previously worked for Sunset Police Department.

On May 3, 2019, two of our officers, Jake Seifert and Chase Ritter, graduated from the police academy.



These three new officers were sworn in at the City Council meeting on May 16, 2019. They are all great new additions to the police department.



K-9 Rex Retirement

In May 2019 a beloved member of the police department and community retired after a successful career in law enforcement. Nine year old K9 Rex has been with the department since 2012. During his 7 year career, he has conducted over 400 canine searches. After retirement, Rex will become a canine citizen and live with his handler Officer Matt Thurgood.



New K-9 Officer



In August 2019, Officer Colton Bartleson was selected as our newest K-9 Officer. Officer Bartleson and K-9 Rocky will attend the Utah Peace Officer Standards and Training K-9 Program to become certified in patrol and narcotics.

Each course is 8 weeks in duration, where training and certification standards are reality-based.

During the patrol certification, they are trained and taught on “capture” philosophies, such as find/bite and find/bark, as well as obedience/agility and criminal apprehension.

The training for narcotics certification channels the K-9’s natural drives so the K-9 perceives it is hunting simulated prey odors to detect illegal narcotics.

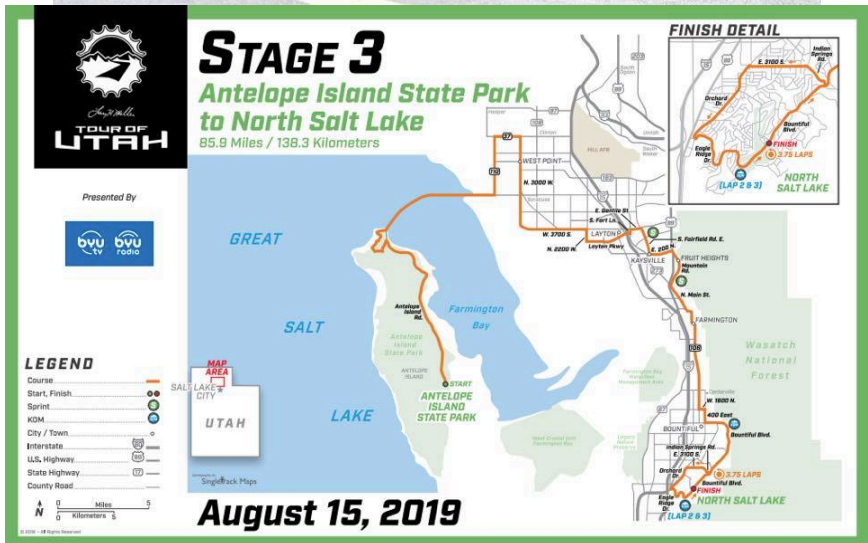


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Tour of Utah

On August 15, 2019, Tour of Utah came through Kaysville City. The race entered city limits from Layton, going south on Fairfield Road. They then headed east on 200 North to Fruit Heights.

Kaysville police officers and city staff assisted with traffic control for this event and helped maintain the flow of traffic for the event.



KAYSVILLE POLICE DEPARTMENT ANNUAL REPORT 2019

#copslovelemonadestands

The fourth year of our social media campaign *#copslovelemonadestands* kept officers busy all summer long in 2019. The police department received daily requests for officers to stop by various lemonade stands throughout the city. The officers enjoyed supporting young entrepreneurs and building positive relationships with the children in our community. We look forward to continuing this fun community tradition each summer for years to come.



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D.A.R.E. Officer Stanford

Officer Stanford returned from his military deployment in Iraq with the Utah Army National Guard in the summer of 2019 and jumped right back into being the department's D.A.R.E. officer. Officer Stanford teaches the D.A.R.E. program at all of the elementary schools in Kaysville city. The department also received a new D.A.R.E. car this year.



DARE

**TO RESIST DRUGS
AND VIOLENCE.**



KAYSVILLE POLICE DEPARTMENT
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9/11 Memorial Ruck

On September 11, 2019, Hill Air Force Base Fire and Emergency Services, Kaysville Fire and Police, and Layton Fire and Police teamed up in honor of the 412 first responders who gave their lives to protect and serve on September 11, 2001.

This is the second year that several Kaysville officers have proudly participated in the 9.6 mile memorial ruck.



VirTra Training

In September 2019, the Kaysville Police Department began having all officers participate in the VirTra training at the Attorney General's office. VirTra helps prepare law enforcement officers for real-life incidents using scenario-based training.

The 300 degree simulator training goes over de-escalation, scenario awareness, critical thinking, communication skills, decision making under stress, reading body language, threat cues, judgmental use of force, firearms and public and officer safety.



No Shave Fundraiser



From October 1 through December 31, our officers participated in purchasing a beard permit. For \$20 a month, officers were allowed to grow their beards out of policy.

Each year, Kaysville Police selects a charity to donate the funds to. This year, we chose to support one of our own and all funds went towards a Kaysville officer in paying off their child's cancer treatments.

Officer Martinez Farewell



We would like to thank Officer Martinez for his 9 years of service at the Kaysville Police Department.

During this time, Officer Martinez served as a School Resource Officer, problem-oriented policing officer, instructor, and on the SWAT team.

We wish the best to Officer Martinez as he starts his new assignment.

Victim Advocate Spotlight

In October 2019, KUTV2 did a spotlight story on our victim advocate, Jennifer Winchester, who had recently attended an FBI training program for victims of violent crimes.

Jennifer's two year grant-funded position is the first of its kind for Davis County. She accompanies programs to interviews, keeps them apprised of the investigation and court hearings, and connects them to third party services.



Trunk or Treat

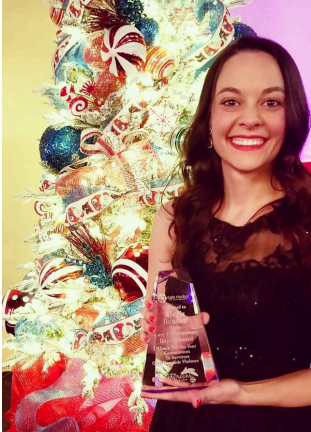


On October 30, 2019, the Kaysville Police Department hosted its third annual Trunk or Treat event in the parking lot of the police station. This has become such a popular event with the community that we run out of candy every year.



Law Enforcement Impact Award

On November 19, 2019, Officer Benson was awarded the first ever Law Enforcement Impact Award at Safe Harbor's Evergreen's Ball. She was nominated by two employees who advised the following:



"Detective Benson has been wonderful to our clients. She has come to the shelter many times and is always not only trauma informed but culturally competent in her approach to our clients."

"Anytime she has responded to Safe Harbor it is a positive interaction for our clients as well as staff. She understands what community policing brings and how to bridge the gap in services."

FOP Officer of the Year



On December 3, 2019, Detective Isaacson was awarded the Fraternal Order of Police Officer of the Year award. Detective Isaacson received this award after being nominated for her amazing service.

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New Officers



In December 2019, the Kaysville Police Department hired two new veteran officers, Bret Bateman and Dustin Ballard.

Officer Bateman started his career as a deputy in the Cache County Jail. He previously worked for two years at Sunset Police Department and three years at the Clinton Police Department before being hired by Kaysville.

Officer Ballard was in the U.S. Air Force for 7.5 years, with two deployments to Iraq. He worked at Farmington Police Department for five years in patrol and as a School Resource Officer before being hired by Kaysville. He also has a Bachelor's degree in criminal justice and a Master's degree in leadership.

Safewise Report 2019



Kaysville City was ranked the 6th safest city in Utah by the 2019 SafeWise report, making the list for the third year in a row. The SafeWise Report previously ranked Kaysville City as the #1 safest city in 2017 and the 9th safest city in 2018.

The results are based on the most recent FBI crime report statistics and population data, narrowed down by the number of reported violent and property crimes in each city. They calculate the rate of crimes per 1,000 people in each city to directly compare the likelihood of these crimes occurring in cities with vastly different populations.

Below is an excerpt from the Utah's 20 Safest Cities of 2019 Report:

"The Beehive State is abuzz with good news when it comes to violent crime—the state's overall violent crime rate of 2.55 incidents per 1,000 is almost half the national rate of 4.49. And although none of our safest cities reported zero violent crimes, 65% of them saw fewer than 20 total.

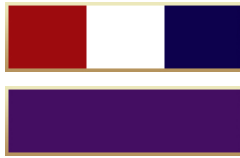
Utah doesn't do as well when it comes to property crime, though. In addition to being home to the second-worst metro area for porch piracy (package theft), the state's overall property crime rate is 29.46—more than two points higher than the national rate of 27.11. If you live in one of our safest cities, though, you can relax. Each of the cities on our list reported no more than 25.63 property crimes per 1,000."

The full Safewise Utah's Safest Cities of 2019 Report can be found at <https://www.safewise.com/blog/safest-cities-utah>.

DEPARTMENT AWARDS

Each year during National Police Week, the Kaysville Police Department hosts an annual awards banquet to celebrate the year's achievements and future perspectives. In 2019, the following awards were given to officers, whose actions were a great credit to themselves and the Kaysville Police Department.

Medal of Valor & Purple Heart



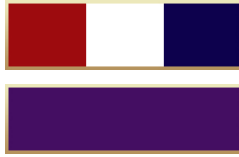
The Kaysville Police Department recognized Officer Cade Bradshaw for the brave and heroic actions he took on April 5, 2018.

At the end of his shift, Officer Bradshaw responded to a suicidal subject call. Upon his arrival, he located a man who had doused himself in gasoline inside of a convenience store, threatening to light himself on fire. Officer Bradshaw attempted to deescalate the situation while bystanders were being evacuated.

Concerned for the subject and bystanders' safety, Officer Bradshaw attempted to subdue the subject. In the struggle, Officer Bradshaw and the subject were severely burned, but transported to the hospital.

Officer Bradshaw risked his life to protect the suicidal subject and the innocent bystanders in the area.

Medal of Valor & Purple Heart



The Kaysville Police Department recognized Officer Robert Jackson for the brave and heroic actions he took on April 5, 2018.

While on routine patrol, Officer Jackson was dispatched to a suicidal subject. Upon his arrival, he located a man who had doused himself in gasoline inside of a convenience store, threatening to light himself on fire. Officer Jackson attempted to deescalate the situation while bystanders were being evacuated.

Concerned for the subject and bystanders' safety, Officer Jackson attempted to swat the lighter out of the subject's hand and subdue him. In the struggle, Officer Jackson and the subject were severely burned, but transported to the hospital.

Officer Jackson risked his life to protect the suicidal subject and the innocent bystanders in the area.

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Medal of Valor



The Kaysville Police Department recognized Sergeant McKinnon for the lifesaving actions he took on April 5, 2018.

Sergeant McKinnon responded to a suicidal subject call. Upon his arrival, he located a man who had doused himself in gasoline inside of a convenience store, threatening to light himself on fire. Sergeant McKinnon attempted to deescalate the situation while bystanders were being evacuated. Concerned for the subject and bystanders' safety, Sergeant McKinnon ultimately attempted to subdue the subject. In the struggle, responding officers and the subject were severely burned. Sergeant McKinnon extinguished the fire on the subject and coordinated a medical response.

Sergeant McKinnon risked his life to protect the suicidal subject and the innocent bystanders in the area.

Medal of Valor



The Kaysville Police Department recognized Officer Lacy Turner for the lifesaving actions she took on April 5, 2018.

While on routine patrol, Officer Turner was dispatched to a suicidal subject. Upon her arrival, she located a man who had doused himself in gasoline inside a convenience store, threatening to light himself on fire. Officer Turner attempted to deescalate the situation while bystanders were being evacuated. Concerned for the subject and bystanders' safety, Officer Turner ultimately attempted to subdue the subject. In the struggle, responding officers and the subject were severely burned. Officer Turner stayed with Officer Jackson and reassured him until he was medically evacuated.

Officer Turner risked her life to protect the suicidal subject and the innocent bystanders in the area.

KAYSVILLE POLICE DEPARTMENT
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Unit Citation



The Kaysville Police Department recognized the following officers for the brave and dedicated actions they took on April 5, 2018.

Assistant Chief Seth Ellington	Sergeant Shawn McKinnon
Sergeant Michael Criddle	Detective Michael Moon
Detective Brandon Woolf	Officer Jeffery Randall
Officer Michael Martinez	Officer Jordan Nicholas
Officer Joshua Danielson	Officer Cade Bradshaw
Officer Lacy Turner	Officer Devan Rich
Officer Crystal Isaacson	Officer Alexis Linton
Officer Robert Jackson	Deputy Steve Simpson

Kaysville officers responded to a suicidal subject call. Upon their arrival, they located a man who had doused himself in gasoline inside of a convenience store, threatening to light himself on fire. Officers attempted to deescalate the situation while bystanders were being evacuated.

Concerned for the subject and bystanders' safety, officers attempted to swat the lighter out of the subject's hand and subdue him. In the struggle, Officer Bradshaw, Officer Jackson, and the subject were severely burned. Officers extinguished the flames off Officer Jackson and the subject. The officers and subject were treated and transported to the hospital.

Responding officers risked their lives and their health to help each other, the suicidal subject, and the innocent bystanders.

KAYSVILLE POLICE DEPARTMENT
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Distinguished Service Award



The Kaysville Police Department recognized Detective Michael Moon for the actions he took on April 5, 2018.

Kaysville officers responded to a suicidal subject call of a man who had doused himself in gasoline inside of a convenience store, threatening to light himself on fire. Ultimately, the subject lit himself on fire, along with some responding officers and a portion of the structure.

Detective Moon, who responded to the call, was tasked with investigating the case. Detective Moon coordinated this investigation involving multiple agencies, several disciplines, and dozens of officers.

Lifesaving Award



The Kaysville Police Department recognized Officer Colton Bartleson for the lifesaving actions he took on July 29, 2018. While on routine patrol, Officer Bartleson was dispatched to a medical emergency. Upon his arrival, he located a person who was not breathing and did not have a pulse.

Officer Bartleson performed lifesaving CPR measures and was able to revive the subject, who was subsequently transported to a hospital.

Officer Bartleson's quick thinking and decisive actions saved the life of this person.

KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2019

Chief's Star Award



The Kaysville Police Department recognized Colton Bartleson for the courageous actions he took on August 29, 2018. While on routine patrol, Officer Bartleson was dispatched to a domestic disturbance. Upon his arrival, the suspect fled the scene.

Officer Bartleson attempted to locate the suspect, and while doing so, was violently struck by the suspect's vehicle. Officer Bartleson was able to exit his own vehicle and successfully subdue the suspect, despite the collision, his injury, and the suspect's resistance.

Officer Bartleson's quick thinking and decisive actions ensured the public's safety.

Officer of the Year Award

The Kaysville Police Department recognized Officer Crystal Isaacson for exemplary service throughout 2018.

In her second year as an officer, Officer Isaacson initiated 1,076 traffic stops and issued 653 citations for 939 violations. She also handled 1,041 calls for service and investigated most of her cases to completion.

The quality of her work was not only impressive but extraordinary. Remarkably, she received many accolades for her performance without any sustained citizen complaints.

KAYSVILLE CITY COUNCIL

March 5, 2020

Minutes of a regular Kaysville City Council meeting held on March 5, 2020 at 7:00 p.m. in the Business Resource Center of the Davis Technical College at 450 South Simmons Way, Kaysville, Utah.

Council Members present: Mayor Katie Witt, Council Member John Swan Adams (via phone), Council Member Michelle Barber, Council Member Andre Lortz, Council Member Tamara Tran, and Council Member Mike Blackham

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Public Works Superintendent Josh Belnap, Parks and Recreation Director Cole Stephens, Information Systems Manager Ryan Judd, Information Technology Assistant Jordan Hansen, Police Chief Sol Oberg, Fire Chief Paul J. Erickson, Lexi Benson, Rachel Laub, Steven Richardson, Brad Mortensen, Julie Laub, Jacob Loose, David Sanders, Flemming Hyllested, Tawnya McConkie Trent Messer, Brett Messer, Tyson Embley, Braden Embley, Kayleigh Embley, Kim Embley, Keyton Moore, Marcie Handy, John Briggs, Brigg Lewis, Brent Jex, Dena Eckardt, Ryan Eckardt, Tammy Wursten, Chris Montgomery, AJ Mason, Karen Erickson, Bryce Huff, Dean Wall

OPENING

Mayor Witt opened the meeting.

RECOGNITIONS AND PRESENTATIONS

SWEARING-IN OF NEW KAYSVILLE POLICE OFFICERS TYSON EMBLEY, KEYTON MOORE AND BRENT JEX

Police Chief Sol Oberg said that the city is fortunate to have three officers come to work for us. Tyson Embley and Keyton Moore are both coming from working at the Ogden Police Department and we are excited to have them come to work for Kaysville. Brent Jex will be the city's reserve officer who will be helping the department with administrative tasks. Brent is a retired police officer has already been helping our department with officer wellness, as well as conducting background checks. We are looking forward to working with all three of these new officers.

Mayor Witt administered the Oath of Office to the new Kaysville Police Officers.

WEBER STATE UNIVERSITY PRESIDENTIAL LEADERSHIP FELLOW PRESENTATION

Brad Mortensen, President of Weber State University, said that he recently became president of the school and he has been visiting surrounding cities to talk to them about what Weber State University has to offer. Recently Weber State celebrated their 130-year anniversary. One of Weber State's core values is community engagement, and by visiting nearby cities we are providing an opportunity to share the Weber State story, especially our commitment to student

success.

Rachel Laub said that her family has been part of the Kaysville community for many years and her mother teaches at Davis High School. She was offered a four year full-ride scholarship as ambassador and was excited for the opportunity. Ms. Laub said that at first she was skeptical if it was the right choice for her and what it would mean for her future, but within a short period of attending Weber State she realized that it was the best decision for her. Weber State has an amazing faculty which encourages students, and the courses offer students a lot of hands-on experiences. She has been able to work on very diverse projects and have real world experiences through being able to study abroad. Weber State wants their students to learn in non-traditional settings because it gives them more diverse experiences. Ms. Laub said that she will be graduating in April in computer science.

Brad Mortensen said that Rachel is a good example of our successful students at Weber State. Their school is grateful to the communities who help support them. They have students that work at Safe Harbor and at the Family Enrichment Center in Kaysville, as well as being involved with helping at different schools within the city. They have outstanding faculty, staff and academic infrastructure to help support students to be successful. Mr. Mortensen asked that the city help to spread the word about what's going on at Weber State. Weber State wants to give back to the community.

KAYSVILLE FIRE DEPARTMENT ANNUAL/5-YEAR PLAN REPORT

Fire Chief Paul Erickson presented a report of the Kaysville Fire Department from the 2019 year and explained that they are a full-service fire department providing services to Kaysville, Fruit Heights, the Mutton Hollow Township and areas of unincorporated Davis County. They operate out a single fire station which is staffed twenty-four hours a day, seven days a week. They have ten full-time firefighters, sixteen part-time firefighters, and one part-time administrative assistant on staff. Currently all of their firefighters are certified with the minimum certifications required of their jobs, but many also carry additional certifications in specialty areas. In 2019 they conducted 1,020 annual inspections on commercial and home businesses, and food trucks. They conducted over a hundred station tours and participated in over twenty special events. They hold monthly safety meetings, and have annual fitness evaluations and physical exams. Over the last few years they have seen a reduction in the number of emergency responses, which they attribute to Layton increasing their own staff and therefore not needing mutual aid from Kaysville. Kaysville has had sixty-five reported fires over the last three years. The majority of calls typically come from the Mutton Hollow apartments, but they have seen a reduction of calls here as the property owners has been working to install better fire alarms. The fire department is looking at possibly being able to provide better fire protection on the west side of Kaysville through building another fire station in west Kaysville at some point in the future. Their response times to west Kaysville fail to meet the standard oftentimes because it takes so long for their department to respond across the city.

Mayor Witt commented that Chief Erickson is an integral part of Kaysville and we appreciate his leadership.

Fire Chief Paul Erickson gave a presentation of the Kaysville Fire Department's five-year plan. They would like to be able to increase the number of full-time firefighters to twelve. They would

also like to see a new station built on the west side, which would have four fire-fighters on staff during each shift, with two engines and two ambulances. They would also like to have their own paramedic services in place. The fire department feels that a new station on the west side of Kaysville would be justified because of the growing population. Having another station would drastically give them a better response time.

Council Member Barber said that in speaking with residents, they have expressed the importance of being able to have a fire station on the west side of the city.

Chief Erickson said that they would like to implement their own paramedic service because sixty-five of all of their responses are medical related. Having a second fire station would help them to respond quicker which will help them to be able to get fires under control quickly, and they will also be able to respond more quickly to cardiac or stroke patients. They are also finding it more difficult to meet the NFPA requirements of the number of firefighters required on scene and we rely heavily on surrounding agencies to meet those numbers. Having other agencies responding to calls also increases our response time. In researching other cities comparable in size we are finding that they have more firefighters and staff on duty than our city does. There is a definite need alter something, so that we can better meet the standards required, but more importantly meet the needs of our residents when they call on our services.

Council Member Blackham commented that he had been working for the Kaysville Fire Department for several years until last year, and many residents do not understand how understaffed our fire department currently is. Public safety is very important to the city. We typically have only four firefighters on duty at the station to cover the entire city. The department has become very reliant on Farmington and Layton to try to help on calls, but their cities are becoming increasingly busier. There is no guarantee that they will be able to help us when we need it. This is not only a matter of taking care of our residents, but it also affects the safety of our firefighters. People could get hurt if we are not adequately covering our city. Our fire department needs more resources and it is urgent that we find a solution for this. There are a lot of demands on our city budget, but life safety is a critical issue that needs to be addressed now.

Council Member Lortz said that he thinks that the fire department has presented a good five year plan, but in order to meet our city's needs, residents need to know that taxes will need to increase. The city will be holding a Truth in Taxation Hearing in August and residents are encouraged to come to discuss what these funds will be used for.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Council Member Lortz made a motion to accept the following consent items:

- a. Approval of the Minutes of January 24, 2020.
- b. Approval of the Minutes of February 6, 2020.
- c. Approval of Parks and Recreation Advisory Board Member Appointments.
- d. Approval of materials purchase, hot stick equipment storage trailer – Power Department.

- e. Adopting an Ordinance authorizing city staff to hire an Assistant City Attorney.
- f. Acceptance of a Grant for Assistant City Attorney Prosecution Time.
- g. Award of Bid for Pedestrian Trail Bridge Crossing with Kimley-Horn.
- h. Award of Bid for Phase 2 of the Pickleball Courts at Barnes Park.
- i. Approval of Contract for services to update the Kaysville City General Plan.
- j. Approval of an Ordinance to rezone 2.23 acres of property at 1422 South Sunset Drive from R-A to R-1-LD to include the PRUD overlay zone – Carl Horne.

The motion was seconded by Council Member Barber.

The vote on the motion was as follows:

Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea

The motion passed unanimously.

Council Member Barber commented that she wanted to acknowledge everyone who has been working towards creating additional pickleball courts at Barnes Park. It was a community-driven effort and a huge win for the community.

ACTION ITEMS

AN ORDINANCE AMENDING SECTION 17-25-6, PROJECTIONS INTO REQUIRED YARDS, EXEMPTIONS OR MODIFICATIONS, OF TITLE 17, PLANNING AND ZONING (TABLED ITEM)

Lyle Gibson explained that this amendment was originally created at the direction of the Planning Commission. The Planning Commission asked city Staff to put together a draft ordinance which would allow for some reasonable flexibility to the city's ordinances to help provide an alternate option to the variance process for items the commission has dealt with recently and determined to be acceptable but not legal under the existing code. An ordinance was prepared which included the proposed language to address these projections into side-yards and corner lots. That ordinance was presented to the City Council recently, who showed general support for an ordinance that accomplished the intent of the proposal, but asked Staff to take time to ensure that the ordinance accomplished what was intended and was not difficult to administer. That revised ordinance is being presented to the Council tonight for approval. Staff feels that this revised ordinance is clearer, and also provides visual examples of the scenarios where this would apply.

Mayor Witt asked for public comment.

Bryce Huff commented that the proposed ordinance is a logical amendment and will allow residents in this type of situation some flexibility in how they are able to further develop their property. It also makes the language of the ordinance clearer.

There were no further comments or questions from the public. Mayor Witt closed the public

comment for this item.

Council Member Blackham made a motion to approve an Ordinance amending Section 17-25-6, Projections into Required Yards, Exemptions or Modifications, of Title 17, Planning and Zoning, seconded by Council Member Tran.

The vote on the motion was as follows:

Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea

The motion passed unanimously.

WORK ITEMS

KAYSVILLE FIBER TIMELINE DISCUSSION

Council Member Barber commented that since the beginning of the year the Technical Advisory Committee has been taking all the feedback received about the fiber project, and have narrowed the comments down to three main point outlining what citizens have stated that they want for this project. Those three things are: the ability to vote on the fiber project, only paying for fiber if they want fiber, and being able to know exactly what the cost will be. The TAC has also been working to decide the best way to get the fiber project on the ballot this year for residents to be able to vote on it.

Council Member Lortz added that last year when the city and TAC was first looking at this project, they were given multiple options to consider, including: partnering with a private entity, having a private entity own and operate the network, or having the city own the network. Third-party ownership will cost the city residents more money, which is why the TAC felt it best for the city to go with a utility model for fiber internet. They have been preparing a financial report which would address exactly what the cost would be to residents.

Council Member Barber commented that they are proposing that this plan be adjusted to a subscription-based model and therefore residents would only pay for it if they wanted it.

Council Member Lortz said that recently they have been taking applications for a citizen panel to discuss putting this project on the ballot for a citizen vote. They received several applications and have invited seven members of the public to join the panel. Panel members will give their feedback and will help come up with a communication plan on how to get facts and information out to the public before a vote.

Council Member Barber said that there will be no action taken tonight, but they wanted to have a work item to give an update on where the Kaysville fiber project is at. Tonight they wanted to give their approximate timeline they will be following to try to put this project on the ballot in November. Within the upcoming month we want to issue a request for proposal so that we have

the financial data on the costs of the project. They will be working on publishing an informational brochure between May to June. The City Council will have to approve the language for the ballot in July, as well as plans for super-parameters bonding. A public hearing for the bonding is planned to be held in August.

Mayor Witt thanked Council Member Barber and Lortz who have been giving a lot of their time towards helping with this project. There has been a lot of information dispersed so far, and they've been able to have some good public discussions. Mayor Witt commented that she is excited to see this being proposed to be vote on in November.

CALL TO THE PUBLIC

Brigg Lewis commented that as the city is pushing for installing fiber throughout the city as well as a new fire station, the Council needs to keep in mind those residents who are on fixed incomes. Many financial advisors would state that we are currently on the edges of a recession and people are already having to dip into their savings. More taxes on residents could force many more residents to go into debt.

Dean Wall commented that the fire department is proposing to tax each household \$100 every year, and that fee will increase yearly. Other cities of similar size have tried to build similar stations but didn't have the money to support them and are now vacating the buildings. Those cities are not much bigger than ours. We don't have the statistics to support or justify needing a fire station on the west side of the city. Mr. Wall also asked how much of the city's money has been spent on promoting fiber and how many people have been hired to support the fiber project.

COUNCIL MEMBER REPORTS

Council Member Barber thanked those who are involved in the fiber project, and said she appreciates those willing to serve in all of the city's committees. It helps to give the city a fresh perspective and more people working together to do what is best for the city.

Council Member Lortz said that the fire department is proposing \$20 to \$30 per household per year for five years. The city has not spent money on promoting fiber, but has been using internal staff and volunteers. Council Member Lortz reported that the Power Department has been working to get AMI meters installed throughout the city and is almost done. They will likely have them completed in September. The department is almost done installing LED street lights in the city as well. We are already seeing less issues with these street lights than previously. The reliability study is also currently being done and will help the Power Department moving forward in the future.

Council Member Tran commented that she has enjoyed attending Youth Court and has been impressed with the youth of our city. Council Member Tran said that she is grateful to our community who is so willing to be involved and want to be part of these committees supporting the city.

Council Member Blackham asked if Josh Belnap, the Public Works Superintendent, could give an update on the Public Works summer projects.

Josh Belnap responded that they have bracketed their summer work into three main categories: preventative maintenance, chip-seal, and seal coat on our roads. They are also finalizing the design of the remaining section of Sunset Drive which will be finished with full improvements this year. They hope to have bids on that project out by the end of the month. They will also be working with UDOT with the Highway 89 and West Davis Corridor projects.

Mayor Witt said that in January the City Council created a Parks and Recreation Board, and last weekend applicants were interviewed. The members chosen were appointed in tonight's meeting.

Council Member Barber added that the city will continue to have more opportunities for residents to serve in the future.

CLOSED SESSION

Council Member Blackham made a motion to adjourn to the City Council meeting at 8:23 p.m. and reconvene into a closed meeting for a strategy session to discuss pending or reasonably imminent litigation, seconded by Council Member Lortz. The motion passed unanimously.

Council Member Lortz made a motion to adjourn the closed meeting at 8:48 p.m. and reconvene into the City Council meeting, seconded by Council Member Adams. The motion passed unanimously.

ADJOURNMENT

Council Member Lortz made a motion to adjourn the City Council meeting at 8:49 p.m., seconded by Council Member Blackham and passed unanimously.

KAYSVILLE CITY COUNCIL
March 19, 2020

Minutes of a regular Kaysville City Council meeting held on March 19, 2020 at 7:00 p.m. in the Business Resource Center of the Davis Technical College at 450 South Simmons Way, Kaysville, Utah.

Council Members present: Mayor Katie Witt, Council Member John Swan Adams (via phone), Council Member Michelle Barber, Council Member Andre Lortz, Council Member Tamara Tran (via phone), and Council Member Mike Blackham

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, Secretary Heather Nielsen, Information Technology Assistant Jordan Hansen, Police Chief Sol Oberg, Public Works Superintendent Josh Belnap

OPENING

Council Member Blackham opened the meeting.

Mayor Witt commented that because of the recent outbreak of the COVID-19 they have had to restrict the number of attendees to ten. This has meant that they have not been allowed the public to attend the meeting in person, and therefore has been allowing comments to be taken via email previous to the meeting.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

Council Member Blackham made a motion to accept the following consent items:

- a. Approval of the Minutes of February 20, 2020.
- b. Approval of Agreement with UDOT for East Frontage Road (EFR) infrastructure work – Public Works.
- c. Approval of Agreement with UDOT for West Crestwood Tank Reimbursement – Public Works.

The motion was seconded by Council Member Lortz.

The vote on the motion was as follows:

Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea

The motion passed unanimously.

D. AWARD OF BID FOR THE CONSTRUCTION OF A 1.0MG WATER TANK LOCATED ABOVE THE ORCHARD RIDGE DEVELOPMENT, AND CONSTRUCTION INSPECTION SERVICES – PUBLIC WORKS

Josh Belnap explained that as part of UDOT's Highway 89 project, the new East Frontage Road (EFR) will require the demolition of the west Crestwood water tank. The City has designed a replacement tank to be installed on the east end of the Orchard Ridge development, and UDOT and the developer have agreed to cover the costs associated with the project. The City pre-qualified contractors, and then bid for the project. The low bidder was FX Construction with a total of \$3,528,330. This total includes the portions of the funds reimbursed by UDOT and the developer. In addition to awarding the bid for construction, Public Works does not have sufficient experience on such work to internally manage the construction inspections for this project. For this reason the city is also wanting to enter into a contract with the design engineer, Sunrise Engineering, to perform these duties and help in overseeing portions of the overall project. The City is able to handle overseeing and inspecting the pipeline work. This amount is \$93,300, and would also be covered by UDOT and the developer.

Council Member Blackham commented that with the construction of the water tank there will also be a waterline installed. A section of that waterline is going to be located in the same area as of the roadways within the Orchard Ridge development. The grades on the south side of this project do not match the grades of the adjacent property. When this property entered into a development agreement it was with the stipulation that there be two access points to this property on the south side. Our ordinances require that the street arrangement, including access points, of developments shall not cause unnecessary hardship to adjacent property owners. The existing grade and the planned finish grade will have a difference of about ten feet above the other. In order for the adjacent owner to even match the grade of the new road, it would take hundreds of loads of dirt, which is unreasonable. We need to carefully review the construction and grading of this road.

Josh Belnap said that there have been concerns raised by the adjacent property owners to the developer about impact to their property and their future ability to develop their property. We have reviewed this issue and feel that there will be a way to work on the language of the document in order to address the grading issue of the road, while still not holding up the construction of the water tank itself. This item tonight would award a bid to allow staff to execute the contract with a party or parties, while still being able to work on that contract to adjust the language in order to address the concerns of both sides. We want to be respectful and cognoscente of the adjacent property owner, as well as the developer of the Orchard Ridge Development.

Council Member Blackham commented that in this area where the private road is being proposed there are some irrigation structures used by the adjacent property owner to access that irrigation water. Also, there will be other properties above this that will also take access off of this road.

Josh Belnap responded that the property owner to the south has expressed some concerns about the irrigation system as well and they want to continue the use that has been existing prior to the

project. There are city ordinances that address some of those concerns, but we want to continue to work together to find something that will work for both parties. This proposed road will be part of the Orchard Ridge Subdivision and is being discussed now because we are requesting to use it for construction access for the water tank and waterlines. Eventually it will serve as a permanent road for the residents and for maintenance on the tank site.

Council Member Barber commented that she feels that there might be too many unknowns and feels that the grading and roadway access concerns should be addressed before the bid is awarded.

Council Member Adams agreed that there seems to be questions that need to be answered before we approve this. Council Member Adams added that he had received emails from adjacent neighbors expressing their concerns about this project.

Nic Mills said that this item is to award the contractor the bid if we want them to build the water tank. When we are ready to have the road engineered, the city will then ensure that the contractor does it to make the property accessible to both this property and to the property to the south. We won't know that the grading difference will be until it's engineered fully.

Council Member Tran asked if there is a way to make sure that these concerns are addressed and still award the bid.

Council Member Blackham said that they could award the bid with the stipulation that the grading and irrigation concerns be addressed before construction of those items.

Josh Belnap said that this is a unique construction project because of the layout of the subdivision, but also because it the construction of a water tank. We aren't working with typical existing roadways and infrastructure. This has been a very long process starting even before the annexation of the property. There have been some unique things and many nuances about this development that has made it a challenging review process. But we are trying to look to the future to make sure we don't have impacts to the adjacent properties.

Council Member Adams said that this is the only time we will be seeing this, and as a Council we are representing the people so we need to make sure that the people's voice is heard.

Council Member Barber asked about the cost of the road.

Josh Belnap said that the cost of the road is included in the bid with the cost of the water tank project.

Council Member Blackham made a motion to accept the Award of Bid for the construction of a 1.0MG water tank located above the Orchard Ridge Development and construction inspection services, with the stipulation that the irrigation structures and the road elevation be constructed at the grade of the adjacent property as much as possible. The motion was seconded by Council Member Tran.

The vote on the motion was as follows:

Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea

The motion passed unanimously.

E. AWARD OF BID FOR ASPHALT SEAL COAT SUBCONTRACT – PUBLIC WORKS

Josh Belnap explained that Public Works has bid out a contract to install 560,000 square feet of preventative maintenance seal coat. Prior to any preventative treatments, all of the cracks must be sealed and any asphalt patching done. The City's streets department is comprised of four individuals to perform this work, and they end up only finishing about seventy-percent of all the asphalt repair needed in a given year. For that reason, crack seal and asphalt repair was included in the bid. These staff members will then be utilized elsewhere to help their department get further with other responsibilities. Staff advertised the bid with the potential to operate as a multi-year contract and with optional renewal years. Other cities have adopted this approach with some of their more routine maintenance tasks, and Staff feels it will help to be able to lock in good pricing, streamline the process, and have a better ability to take advantage of winter work. The first optional renewal year, 2021, would keep the same unit prices, and allow for a discussion on minor pricing adjustments if extended for another year after that in 2022. Staff doesn't anticipate extending beyond 2022, and instead re-bidding the contract again after that, to ensure best pricing and to allow for other products that the city may decide to use. Staff has estimated about \$210,000 for the project and two bids were received. The low bid was for \$212,580, but the bidder's material submittals did not meet the bid requirements that were advertised. The other bid from Morgan Paving did meet the submittal requirements, and came in at \$227,050. Therefore Staff is proposing that the city award the bid to Morgan Paving. These funds were budgeted for in Fiscal Year 2020.

Council Member Lortz said it seems that we are getting the best value for what we are looking for.

Council Member Barber asked if through the procurement process Staff had documented the reasoning behind why specific bids were chosen.

Nic Mills said that we have explained our reasoning before when there has been concerns brought up. We would need to review our procurement policy, but Mr. Mills said that the city doesn't have to document their reasoning in every case.

Council Member Lortz stated that he hopes that residents understand that Staff went through a thorough process to get to this point to make this recommendation. They look at what will work best for the city and presents the Council what will give the city the best value.

Council Member Lortz made a motion to accept the Award of Bid for asphalt seal coat subcontract, seconded by Council Member Barber.

The vote on the motion was as follows:

Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea

The motion passed unanimously.

ACTION ITEMS

AN ORDINANCE AMENDING PROVISIONS OF THE KAYSVILLE CITY CODE REGARDING PARTICIPATING IN MEETINGS BY TELEPHONE

Nic Mills explained that currently the City Code establishes a procedure whereby the City Council can conduct telephonic meetings. This ordinance amends that code section and allows greater latitude in holding these meetings. Notably, it expands this authority to all public bodies, allows for technology other than a telephone, and eliminates some of the self-imposed restrictions. Mr. Mills added that the Council had only received one comment in regards to this proposed amendment.

Council Member Adams commented that this would just be used in emergencies, and asked if the ordinance reflected this.

Nic Mills responded that it states within the ordinances that this would only be used in an emergency or when the Council cannot have a full quorum present.

Council Member Tran asked if the ordinance specifies who would make the decision on when these electronic or telephonic meetings would take place.

Nic Mills responded that it typically would be the Mayor who would make that decision, and they would amend the language of the ordinance to specify that.

Council Member Blackham asked if this ordinance supersedes the Utah State Code.

Nic Mills responded that it does not.

Mayor Witt asked if a device could be considered as an anchor location.

Nic Mills responded that under the current executive order recently issued by Governor Herbert, a city could consider an electronic device as the location. However, under normal circumstances entities are required to have a physical location where the public would be able to assemble and comment within the meeting. That, of course, is not allowed today because of the COVID-19 restrictions. Under normal circumstances, should an electronic meeting be held there would be at least one person at the anchor location who would provide the technology so the public could

attend and make comment as usual. The current executive order allows for public comment to be taken via electronic measures instead.

Council Member Barber made a motion to approve an Ordinance amending provisions of the Kaysville City Code regarding participating in meetings by telephone, clarifying that participating will be by electronic communication, and with the addition that the Mayor will determine when these electronic meetings will be allowed. Council Member Lortz seconded the motion.

The vote on the motion was as follows:

Council Member Tran, yea
Council Member Blackham, yea
Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea

The motion passed unanimously.

WORK ITEMS

KAYSVILLE CITY PERSONNEL RULES AND REGULATIONS – CHANGES TO SECTION 3.17 BENEFITS ADMINISTRATION, WAIVER OF COVERAGE

Shayne Scott explained that the Kaysville City Personnel Rules and Regulations manual requires that all full-time employees enroll in City health insurance plans at the employee level of coverage. Occasionally there are situations where an employee may want to waive coverage because coverage is provided by a spouse or a family member where the employee is covered as a dependent. We have reviewed this with our health insurance provider and they don't believe that with the size of our group that there would be a negative effect on the underwriting of our plan. Staff is recommending that no additional financial allowance be provided for an employee that elects to waive coverage.

Council Member Blackham said that he is concerned that this amendment would allow employees to drop the city's insurance because they've found a better price for insurance elsewhere.

Shayne Scott said that in speaking with our health insurance representative, a few employees dropping off of our insurance won't affect our cost of insurance. We shouldn't be dropping below the one-hundred mark and employees would only be allowed to waive coverage in specific situations.

Council Member Lortz made a motion to move this item to an action item, seconded by Council Member Tran.

The vote on the motion was as follows:

Council Member Blackham, yea

Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea

The motion passed unanimously.

WEBER BASIN WATER CONSERVANCY DISTRICT SALES CONTRACT WITH
KAYSVILLE CITY FOR PURCHASE OF TREATED DISTRICT WATER FOR MUNICIPAL
USE

Josh Belnap explained that several years ago Kaysville City purchased the right to use 286 acre feet of water for the City's future culinary water supply needs. At that time there was no formal agreement in how the water can be utilized and made available when needed. The City is approaching the time when we need to call on the additional water, and Weber Basin desires to formalize the terms of the utilization of the water resource. These terms of this agreement are similar to other water sales contracts with Weber Basin Water. It also formalizes the amount the city will be required to pay for the water.

Council Member Blackham commented that this reiterates how important it is to have pressurized irrigation throughout the city. We are paying around \$650 per acre foot for non-treated water, and about \$247 per acre foot for non-treated water. That is a huge cost difference between the two. In the future when we need more water we will have to pay even more money for the water needed. There was a huge bond that the city went into many years ago when there was only about two-thousand homes existing in Kaysville. Those homeowners entered into an agreement for about a twenty-million dollar bond to put pressure irrigation into the city so they could make sure that they had enough water for drinking and enough for our yards so we wouldn't have to pay that extra amount to put that water in our yards.

Council Member Barber made a motion to move this item to an action item, seconded by Council Member Blackham.

The vote on the motion was as follows:

Council Member Adams, yea
Council Member Barber, yea
Council Member Lortz, yea
Council Member Tran, yea
Council Member Blackham, yea

The motion passed unanimously.

COUNCIL MEMBER REPORTS

Council Member Lortz thanked the Power Department for their hard work after the earthquake that occurred this week. They were great to make sure everything was up and working.

Council Member Blackham asked Josh Belnap to update the Council with the Public Works Department projects.

Josh Belnap said that Public Works has many projects either underway or happening in the near future. They are working with UDOT on the Highway 89, West Davis Corridor, and connector road projects. They will also be working on preventative maintenance, chip-seal, and seal coat on our roads this year. The design of the remaining section of Sunset Drive will be finished shortly.

Council Member Blackham said that yesterday we had an earthquake in the Wasatch Front. The Public Works Department was out in full-force within minutes after the earthquake checking the water systems. If we had had a major water break it could've drained our water tanks. Council Member Blackham said he was glad to see the employees out working to take care of our city, and is grateful for our Staff and all they do.

Council Member Barber said that the Fiber Citizens Panel had their first meeting recently and it went well. It is comprised of a diverse group of residents with different perspectives and experiences. They are scheduling their future meetings, which will be held virtually, and plan to invite residents to participate. The RFP for the fiber project was submitted a couple of days ago and is available to be viewed on the website.

Council Member Tran commented that it's been great to see citizens come together and helping each other during these times of need. This is a great city to live in.

Council Member Adams said that he's enjoyed getting to work with the Youth Council and hearing their ideas.

Mayor Witt said that we are in unprecedented times and going forward things are going to change. This will give us the opportunity to make things better. It is an honor to serve in Kaysville and work with people who are forward-looking and finding ways to connect with our residents. We want to recognize the sacrifices that are being made at this time. We need to try to support our small businesses as much as we can right now.

CITY MANAGER REPORT

Shayne Scott explained that this is a challenging time and we soon will be discussing the upcoming budget for FY 2021. We have been meeting with the city's Finance Director and Department Heads and are proposing to the Council that we use the same budget as was proposed for FY 2020, with some minor adjustments made to it. Times are uncertain and we don't know what is going to happen in the nearby future. We don't know what kind of revenues we will have coming in, especially from sales tax. It doesn't seem that now is the right time to consider any type of increases or allowanced in the budget. It might be better to wait until the end of the calendar year, and then revisit the budget again. We currently have scheduled a budget retreat for the Council on April 10, 2020, to further discuss this.

Council Member Blackham commented that he doesn't want to make a decision that would hurt

the city's employees. The city needs to be fair and smart with our money, but we ask so much of our employees. Even recently we've made them go full years without any kind of increase in compensation. The Council needs to wait a month or two before making that final decision. We know that the city runs lean in spending their money and we shouldn't just make a blanket statement right now that says we won't be increasing their compensation this year. If there's any possible way that we could give our employees their cost of living raises, the Council has an obligation to do so.

Council Member Barber added that the Council also needs to discuss if we are having a Truth in Taxation this year.

ADJOURNMENT

Council Member Blackham made a motion to adjourn the City Council meeting at 8:27 p.m., seconded by Council Member Barber and passed unanimously.

STAFF REPORT



MEETING DATE: April 16, 2020

ITEM NUMBER:

TYPE OF ITEM: Consent

PRESENTED BY: Chief Oberg

SUBJECT/AGENDA TITLE: Police vehicles purchase

EXECUTIVE SUMMARY:

This purchase request is for two vehicles. One was budgeted to replace an aging detective vehicle. The vehicle we were replacing is a 2011 Dodge Charger with 98,447 miles on it, however; because of the the new detective position we received as part of the VAWA (violence against women act) grant we will need to retain that vehicle in our fleet as well as purchase the budgeted vehicle.

As this vehicle, we would like to purchase is a 2020 Dodge Durango that would be obtained through the State Bid process, the cost of which is \$32,731.

The second vehicle we are requesting to purchase is to replace a patrol vehicle that was totaled in an automobile accident. \$26,816 of this vehicle's \$28,965 cost will be paid for by insurance for the crashed vehicle, which we have already received. The replacement vehicle we would like to purchase is a 2020 Dodge Durango that would be obtained through the State Bid process.

Although both vehicles are similar, the patrol vehicle costs less because it was not built with a "package" and we were able to order it and are therefore eligible for better pricing. We were unable to order the detective vehicle in time to have it built this year because we were not planning on purchasing two vehicles. The second purchase was necessary due to the automobile accident and the first vehicle necessary due to our aging fleet, but specifically due to the increase in staffing through the VAWA grant.

COUNCIL OPTIONS: approve or deny

RECOMMENDED OPTIONS: Approve the purchase of both vehicles

FISCAL IMPACT & FUND SOURCE FOR RECOMMENDED ACTION: \$34,880

ATTACHMENTS:



STAFF REPORT



COUNCIL MEETING DATE: April 16, 2020

ITEM NO.:

TYPE OF ITEM: Consent

PRESENTED BY: Mayor Katie Witt

SUBJECT/AGENDA TITLE: Historic Preservation Committee Member Appointment

EXECUTIVE SUMMARY:

Elizabeth Heath has recently resigned from her position as a member of the Kaysville City Historic Preservation Committee leaving a vacant post to be filled by a resident of the city.

After an interview process, the mayor has selected Stefania Drogsvold to serve for the remainder of Elizabeth Heath's term and is seeking the consent of the City Council.

Details and responsibilities of the Historic Preservation Committee are found in [Chapter 4-9](#) of the Kaysville City Ordinance.

The terms of each member of the Commission, with the exception of the Mayor and City Council member, shall be for four (4) years.

Council Options: Approve or reject

Recommendation: Approve

Fiscal Impact & Fund Source for Recommended Action: This project has no fiscal impact.

Attachments: None

STAFF REPORT



COUNCIL MEETING DATE: April 16, 2020

TYPE OF ITEM: Work Item

PRESENTED BY:

SUBJECT/AGENDA TITLE: Changes to Kaysville City Personnel Rules and Regulations – Section 3.17 Benefits Administration

EXECUTIVE SUMMARY:

The Kaysville City Personnel Rules and Regulations require that all full time employees enroll in City health insurance plans at the employee level of coverage.

Occasionally there are situations where an employee may want to waive coverage because coverage is provided by a spouse or a family member where the employee is covered as a dependent.

We have reviewed this with our health insurance provider and they don't believe that with the size of our group that there would be a negative effect on the underwriting of our plan.

We recommend that no additional financial allowance be provided for an employee that elects to waive coverage.

Attached is a proposed resolution adopting the change.

Council Options:

Recommended Options: Approval

Fiscal Impact & Fund Source for Recommended Action:

Attachments: Proposed Resolution

RESOLUTION NO. _____

ADOPTION OF CHANGES TO KAYSVILLE CITY PERSONNEL RULES AND
REGULATIONS SECTION 3.17 BENEFITS ADMINISTRATION

WHEREAS, Section 3.17 of Kaysville City Personnel Rules and Regulations currently requires full time employees to enroll in City health insurance plans at the employee level of coverage; and

WHEREAS, There are certain circumstances where employees may elect to waive coverage if they have coverage in another health insurance plan, and

WHEREAS, the City finds it advisable to make changes to Section 3.17 of Kaysville Personnel Rules and Regulations to provide for these circumstances.

NOW THEREFORE, BE IT RESOLVED BY THE KAYSVILLE CITY COUNCIL:

1. The City Council hereby adopts the changes as follows:

Proposed Change:

Section 3.17 Benefits Administration

b. HEALTH INSURANCE – The City pays a contribution towards the 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.~~ Employees may waive coverage upon proof of individual medical insurance coverage. Dependent coverage is optional as part of the group plan.

2. The Resolution shall be effective upon adoption.

APPROVED and ADOPTED this 16th day of April 2020.

Katie Witt
Mayor

ATTEST:

Annemarie Plaizier
City Recorder

STAFF REPORT



COUNCIL MEETING DATE: April 16, 2020

TYPE OF ITEM: Action Item

PRESENTED BY:

SUBJECT/AGENDA TITLE: Water Sales Contract – Weber Basin Water Conservancy District and Kaysville City

EXECUTIVE SUMMARY:

Several years ago Kaysville City purchased the right to use 286 acre feet of water for the City's future culinary water supply needs.

At that time, there was no formal agreement in how the water can be utilized and made available when needed. The City is approaching the time when we need to call on the additional water and Weber Basin desires to formalize the terms of the utilization of the water resource.

These terms of this agreement are similar to other water sales contracts with Weber Basin Water.

Council Options:

Recommended Options: Discussion – Approve.

Fiscal Impact & Fund Source for Recommended Action: Water Enterprise Funds

Attachments: Water Sales Contract

WATER SALES CONTRACT
between
WEBER BASIN WATER CONSERVANCY DISTRICT
and
KAYSVILLE CITY
for
PURCHASE OF TREATED DISTRICT WATER FOR MUNICIPAL USE

THIS WATER SALES CONTRACT (this “Agreement”), made and entered into this _____ day of _____, 2020, by and between **Weber Basin Water Conservancy District**, a water conservancy district organized under the laws of the State of Utah (the “District”), **Kaysville City**, a municipal corporation of the State of Utah (the “City”),

WITNESSETH:

WHEREAS, the District was organized, *inter alia*, to provide for the conservation and development of the water and land resources within its boundaries and for the greatest beneficial use of water therein, and to help provide municipalities with an adequate supply of water for the domestic use of their citizens; and

WHEREAS, the District, the City and the Davis and Weber Counties Canal Company, a Utah corporation (the “Canal Company”), have entered into an Agreement dated October 6, 2005 (the “Trilateral Agreement”) whereby, *inter alia*: (a) the District agreed to reserve that amount of water (the “Reserved Water”, estimated to be 816 acre-feet) which is yielded by those certain 136.0 shares of stock of the Canal Company which was purchased by the District from owners of certain lands within the master planned areas of the City who designated such lands for future development (the “Designated Lands”, more particularly described on Exhibit “A”, a spreadsheet attached hereto and by this reference incorporated herein); (b) the City agreed that the obligation of such owners, and their successors and assigns, to provide water for development of the Designated Lands was satisfied, to the extent of the volume of Reserved Water on the land, and further agreed to require each owner or developer of Designated Lands to purchase from the District the right to use that amount of Reserved Water which is required for the subject development at a rate of One Thousand Eight Hundred Dollars (\$1,800) per acre-foot, until all 816 acre-feet of Reserved Water have been fully used and paid for; and (c) the City would be entitled to obtain one-third of the volume of the water yielded from the Purchased Shares for the City’s future culinary needs, which amount would be approximately 286 acre-feet of Reserved Water; and

WHEREAS, the City purchased the right to use the 286 acre-feet of reserved water by paying the District \$514,800. One-half of the payment was initiated and paid on approximately November 23, 2012 and the second and final payment was received on August 9, 2013. The District and the City now desire to memorialize their understanding of how the 286 acre-feet of reserved water can be utilized and made available when needed for the City’s future drinking water supply;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth herein, the parties hereto do hereby agree as follows:

1. Petition for Allotment of Treated Water. At any time or from time to time, the City may execute a Petition for Allotment of Treated District Water (a “Petition”), on the District’s then standard form therefore, contracting for the allotment of the aforesaid approximately 286 acre-feet of Reserved Water as treated culinary water. Each Petition shall contain the following terms and conditions, together with other standard contract terms (including without limitation those set forth in paragraphs 4 through 11, below) and such other terms and conditions as the parties may mutually agree upon:

a. Subject to adjustment as provided below, payment to the District for water contracted for pursuant to each Petition shall be made in the initial annual amount of \$247.00 per acre-foot, comprised of the following components:

(i) \$44.00 per acre-foot representing the District’s capital cost for treatment and distribution facilities; and

(ii) \$117.76 per acre-foot (the “Initial O&M Rate”) representing the estimated operating and maintenance charges of the District with respect to the subject water; and

(iii) \$43.57 per acre-foot representing the District’s repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract; and

(iv) \$41.67 per acre-foot representing the Canal Company’s assessment on the stock representing the subject water;

provided, however, that:

The Initial O&M Rate assumes that the subject water will be treated at the District’s Davis North Water Treatment Plant. In the event the capacity of that plant is reached before all of the subject water has been contracted for, the Initial O&M Rate will be adjusted to reflect any additional costs (including, but not limited to, capital costs of constructing new facilities and additional costs of treatment, pumping and distribution) with respect to water which is contracted for subsequently. The District agrees to notify the City, upon request not more frequently than annually, of the then remaining volume of capacity available at the Davis North Water Treatment Plant.

The Initial O&M Rate reflects the District’s estimated costs of operation and maintenance for the calendar year 2018. The Initial O&M Rate shall be adjusted at any time or from time to time to reflect any changes in the District’s costs of operation and maintenance in subsequent calendar years. The estimated amount of such increase shall be determined each year by the Board of Trustees of the District. If such estimate is more or less than the actual cost thereof, an appropriate adjustment, as determined by the District’s Board of Trustees in its sole absolute discretion, will be made in the annual amount for the year following the year for which the estimate was made.

The Initial O&M Rate does not include the cost of assessments by the Canal Company on the stock representing the subject water. The anticipated assessment costs through December 31, 2017, are included in the \$1,800 per acre-foot fee referred to in the recitals above. For all periods subsequent to January 1, 2018, the amount of all assessments by the Canal Company on the stock representing the subject water will be paid by the City to the District in accordance with the provisions of paragraph 2, below.

b. The amounts specified in paragraph a, above, shall be made by the City to the District on or before January 1 of the year immediately following the year in which the contracted water was used.

c. If in any calendar year the City calls for and uses less than 85% of the amount of water for which it has contracted, of the above referenced water, the City shall nevertheless pay the District for 85% of the amount of water for which it has contracted, at the rate determined according to paragraph 1.a, above. If in any calendar year the City calls for and uses at least 85% but not more than 110% of the amount of water for which it has contracted, the City shall pay the District for the exact amount of water that it used, at the rate determined according to paragraph 1.a, above. If the City calls for and uses over 110% of the amount of water for which it has contracted, it will be subject to the District's overuse policy then in effect. The District's current overuse policy, in short, dictates that if a contracting entity received more than the contracted amount, that entity must either pay a water lease fee in addition to the then current year's District treated water rate, or must contract for additional water. This overuse policy is subject to change, from time to time, by the District's Board of Trustees.

d. Water allotted pursuant to each Petition shall be delivered to the City and shall be measured at such place or places as the City and the District shall mutually agree at the time the water is contracted for. In the event the water is to be delivered to points other than those at which deliveries can be made at the time of execution of this Agreement, the City shall construct, at its own expense, any new facilities necessary to effect such new point(s) of delivery, including without limitation any costs to connect to existing facilities. The District will not charge the City any fee to connect such new facilities to existing facilities, but such new connections must be approved by the District and constructed according to District's design requirements. Such water shall meet minimum standards for municipal water established by the Utah Division of Drinking Water, and the United States Environmental Protection Agency. It shall not be the responsibility of the District to provide facilities to convey water from such point of delivery to the place of use unless otherwise agreed in writing by the District and the City. The District does not guarantee pressures and is not responsible for fluctuations in pressure, whether or not caused by the failure of devices regulating pressure. The City shall provide sufficient storage, at its own expense, to maintain a near constant rate of flow from the District. The City shall take and use water under this and all other contracts between the City and the District in accordance with normal annual demand patterns not to exceed a summer daily peaking factor of 2.0, which is determined by the maximum daily flow rate divided by the average daily flow rate. The average daily flow rate is the total annual delivered water under this and all other contracts between the City and the District divided by 365. If such demand pattern is exceeded, a capacity surcharge will be added to the cost of treatment and delivery. The surcharge will be calculated at 20% of the average water rate per acre foot of all contracted water multiplied by the difference between the actual

daily summer peaking factor and the allowed daily summer peaking factor of 2.0. For example, if the actual daily summer peaking factor is 2.2, and the then average water rate is \$190.00, the surcharge will be \$7.60 per acre foot ($.20 \times \$190.00 \times [2.2 - 2.0]$).

e. The City shall be responsible to conduct and enforce an ongoing cross-connection control program throughout the City. This is required so as to ensure good quality water is delivered to the City residences, as well as to other District customers. The program must comply with State regulations.

f. Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.

g. If the City shall fail to make any payment due under a Petition on or before the due date, the District may thereafter refuse the delivery of water. However, this remedy is not exclusive, and the District may exercise any other remedy given under the Petition or by the law to enforce collection of any payment due thereunder.

h. The right to the use of water allotted to the City pursuant to a Petition shall remain in effect for a period of fifty (50) years from the date the Petition has been executed and approved by all parties or, if earlier, until the water so allotted is no longer available. The City shall have no right to cancel all or any part of its rights and obligations under a Petition without the prior written approval of the District's Board of Trustees.

i. In the event there is a shortage of the District's or Canal Company's water supply caused by drought, inaccuracy in distribution not resulting from negligence, hostile diversion, prior or superior claims, or other causes not within the control of the District, no liability shall accrue against the District, or the United States, or any of their respective officers, trustees, agents or employees, for any damage, direct or indirect, arising therefrom, and the payments to the District provided for under a Petition shall not be reduced because of any such shortage or damage. During periods of water shortage, allocations of treated municipal water shall have first priority. In the event of a shortage of treated municipal water, deliveries of water allotted pursuant to a Petition shall be reduced in the proportion that the number of acre-feet of such shortage, as determined by the District, bears to the total number of acre-feet of treated municipal water allocated throughout the District.

j. Any allotment of water made pursuant to a Petition shall be subject to the Water Conservancy Act of Utah, Title 17A, Chapter 2, Part 14, Utah Code Annotated (1953, as amended), and the rules and regulations of the Board of Trustees of the District.

k. The City agrees that it will comply fully with all applicable Federal, State and District laws, orders, regulations and policies, all as administered by appropriate authorities, concerning the environmental impact of City's use of water under each Petition on streams, reservoirs, ground water, or water courses and with respect to pollution thereof resulting from thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine

tailings, mineral salts or other materials not allowed to be discharged by applicable law or from any other source whatsoever.

1. Neither party may assign its rights or obligations under a Petition to a third party without the prior written consent of the other party.

m. The reuse of water delivered pursuant to any Petition shall not be allowed without the prior written permission of the District. The waste, seepage, or return flow from water delivered pursuant to each Petition shall belong to the Weber Basin Water Conservancy District for the use and benefit of the Weber Basin Project.

2. If requested to do so by the City, the District may be willing to treat and deliver water other than that represented by the Canal Company stock purchased by the District, such as water represented by Canal Company stock owned by the City or other water sources owned by the City. However, the District shall not be obligated to do so, and may deny such request if it determines in its sole and absolute discretion that it does not have sufficient treatment and delivery capacity or for any other reason.

3. Any notice or other communications required to be given to either of the parties hereto shall be personally delivered to such party or mailed to such party by registered or certified mail, return receipt requested, postage prepaid, at the address indicated below:

Notices to City:

Kaysville City
23 East Center St.
Kaysville, Utah 84037

Notices to District:

Weber Basin Water Conservancy District
2837 East Highway 193
Layton, Utah 84040

Either party may change the place of address aforesaid by written notice to the other party. Notice shall be deemed to have been given upon the date of delivery.

4. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in this Agreement and shall be of no further force or effect. No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by all of the parties hereto.

5. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision

hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

6. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective permitted successors and assigns.

7. No failure or delay in exercising any right, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their respective permitted successors and assigns. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of this Agreement.

9. Any and all disputes arising out of or related to this Agreement or the parties' performance hereunder shall be submitted to mediation before a mutually-acceptable mediator prior to initiation of arbitration, litigation or any other binding or adjudicative dispute resolution process. The parties shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in dispute; (iii) exchange written position papers stating their position on the dispute(s) and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the dispute(s), and; (iv) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the parties. Venue of the mediation shall be the state of Utah. In the event the parties are unable to agree upon a mediator, the mediator shall be appointed by a court of competent jurisdiction. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause shall be entitled to reimbursement of attorney's fees and costs incurred in said action.

10. Should any party default in the performance of any of the covenants or agreements contained herein, the prevailing party shall be entitled to recover from the other party or parties all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing, interpreting, rescinding, or terminating this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding.

11. For the purpose of this agreement, neither the City nor the District, as the case may be, nor any successor in interest shall be considered in breach or default of its obligations with respect to overuse or the exceeding of a peaking rate pursuant to this agreement, in the event that the overuse or the exceeding of the peaking rate is due to acts of god or of the public enemy, acts of the other party, floods, earthquakes, or violations due to the deliberate or negligent acts of third parties.

12. Upon execution of this Agreement, each party shall provide to the other parties a copy of the resolution of its governing board authorizing such execution.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2020.

Attest:

**WEBER BASIN WATER CONSERVANCY
DISTRICT**

Tage I. Flint, General Manager/CEO

By: _____
Dee A. Waldron, President

Approved:

Attorney for District

Attest:

KAYSVILLE CITY

Recorder

By: _____
Katie Witt, Mayor

Attorney for City

CITY COUNCIL STAFF REPORT



MEETING DATE: April 16, 2020

TYPE OF ITEM: Action

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE:

Rezone of 3.68 acres of property from A-1 (Light Agriculture) to the R-1-LD (Single Family Low Density) zoning district.

and

Preliminary Plat for the James Place Subdivision.

EXECUTIVE SUMMARY:

The applicants are requesting to rezone the subject property to divide the property into 6 residential lots.

The application of the R-1-LD zone would allow the developer some flexibility in the layout of lots without the need for common open space. The R-1-LD zone still limits the number of homes in a subdivision to two dwellings per acre while allowing lots to be as small as 12,000 sq. ft. in size.

The Smith Family hopes to keep their existing home and to create 1 new lot to the north and another 4 lots to the south all with frontage along Angel Street. The existing house will remain on a 46,354 square foot lot. The 5 other lots will range from 17,106 sq. ft. to 32,729 sq. ft. All 6 new proposed lots meet the frontage and square footage requirements for the R-1-LD zoning district. All right-of-way improvements are in place along frontage of this subdivision. The southernmost portion of the property will need to be further looked at to ensure the floodplain is appropriately handled before approval of final plat in accordance with KCC 19-5-5.

The R-1-LD zoning district regulations are found in [Chapter 17-12](#) of the Kaysville City Ordinances. Lots must be at least 12,000 square feet in area with a minimum 90 ft. lot width.

In regards to housing, the General Plan states that 'West of I-15, allow for similar housing densities in existing neighborhoods while considering medium density housing along the major streets and higher density housing near transit stops and arterial streets (200 North, Interstate 15, and the West Davis Corridor).'

The surrounding zoning is R-A and R-1-20 to the west with some remaining agricultural properties across the street to the east and south. Angel Street is classified as a Collector Street in Kaysville City's Major Street Plan.

Council Options:

Rezone: Approve / Deny / Table

Preliminary Plat: Approve if zone is approved, Deny if zone is denied.

Recommendation:

After holding the public hearing and considering the proposal, the Planning Commission voted unanimously to forward a favorable recommendation to the City Council for both the rezone and the preliminary plat. The Commission recommended the plat with the condition that the flood plain on lot 6 be properly identified and protected on the final plat.

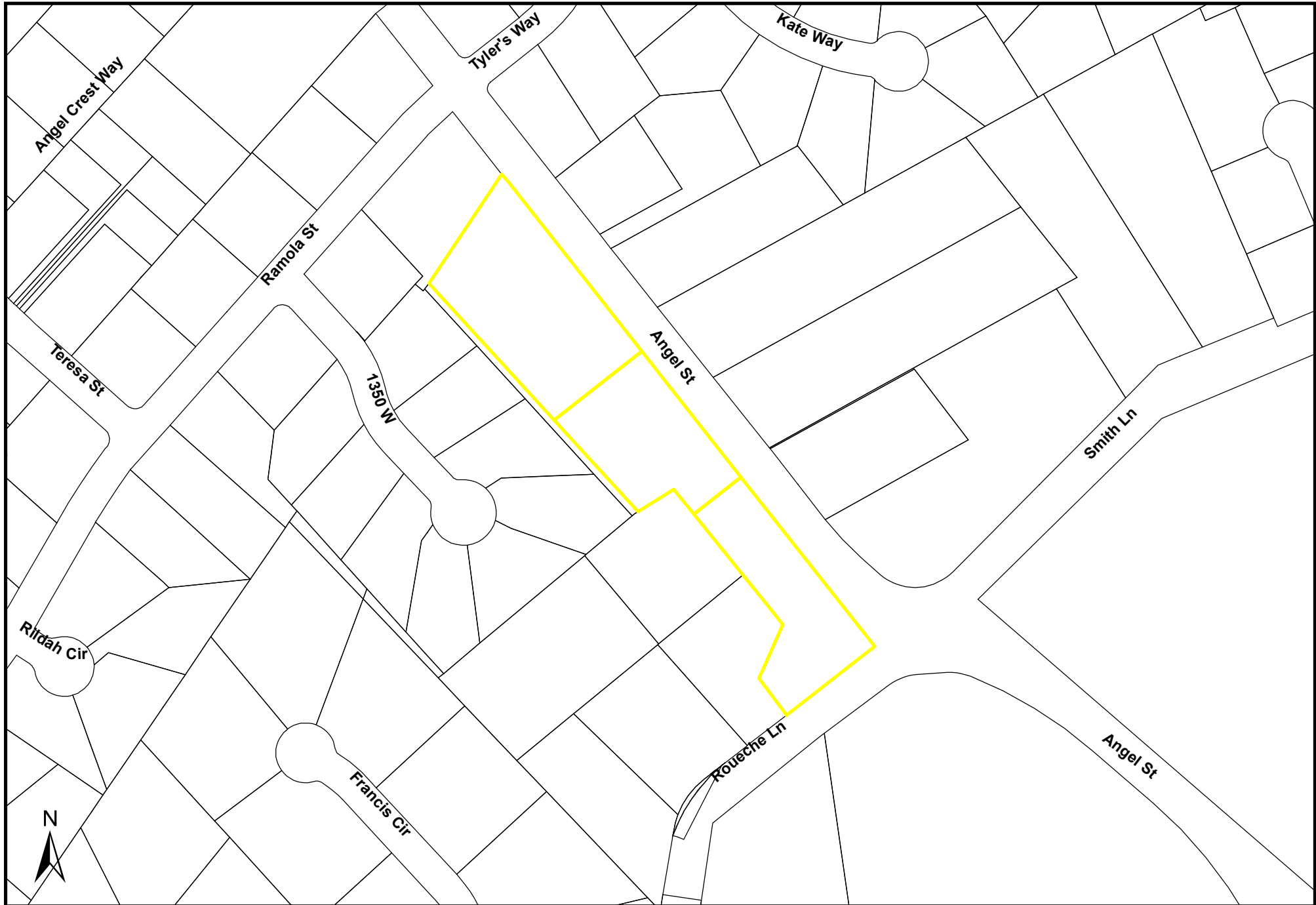
The Commission's recommendation for the rezone were based on its findings of how well the application complies with the language of the Kaysville City General Plan and how well it conforms to the surrounding area.

The Commission found that the Preliminary Plat for the James Place Subdivision complied with the requirements of the Kaysville City Ordinances for the R-1-LD zoning district.

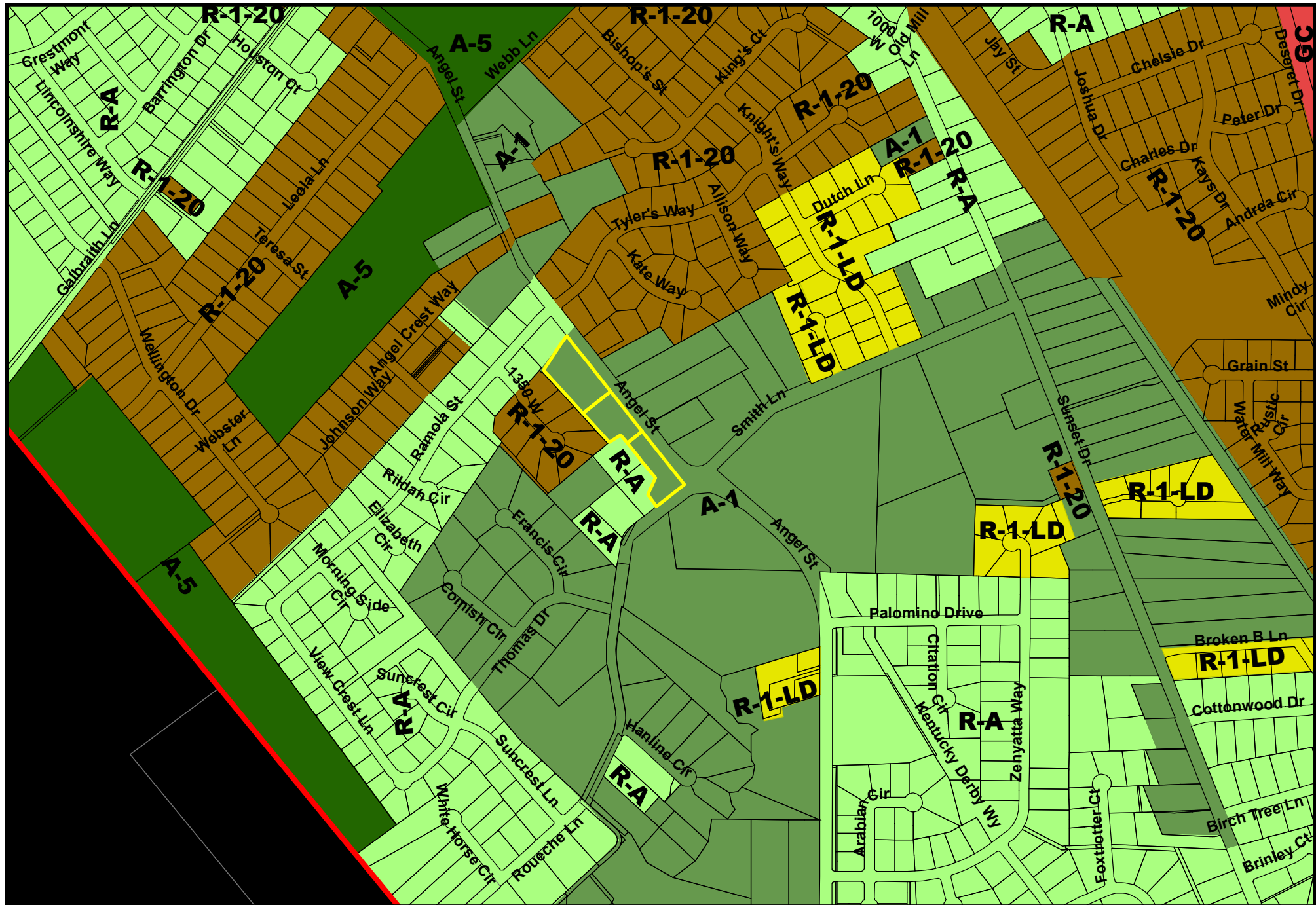
Fiscal Impact & Fund Source for Recommended Action: N/A

- Attachment 1: Area Map
 - Attachment 2: Zoning Map
 - Attachment 3: Concept Plan
 - Attachment 4: Preliminary Plat
 - Attachment 5: Rezone Ordinance
-

706 South Angel Street - Rezone from A-1 to R-1-LD



706 South Angel Street - Rezone from A-1 to R-1-LD



811

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Know what's below.
Call before you dig.

BENCHMARK

FOUND WITNESS CORNER IN TOP OF CURB
SOUTH SIDE OF SMITH LANE

BM ELEV= 4249.29



Preliminary
NOT FOR CONSTRUCTION

LEGEND

SECTION CORNER

MONUMENT

EXIST REBAR AND CAP

SET ENSIGN REBAR AND CAP

WATER METER

WATER MANHOLE

WATER VALVE

FIRE HYDRANT

SECONDARY WATER VALVE

IRRIGATION VALVE

SANITARY SEWER MANHOLE

STORM DRAIN CLEAN OUT

STORM DRAIN CATCH BASIN

STORM DRAIN COMBO BOX

STORM DRAIN CULVERT

SIGN

ELECTRICAL BOX

UTILITY MANHOLE

UTILITY POLE

LIGHT

CABLE BOX

TELEPHONE BOX

GAS METER

TREE

SHRUB

ADJACENT RIGHT OF WAY

RIGHT OF WAY

CENTERLINE

PROPERTY LINE

ADJACENT PROPERTY LINE

DEED LINE

TANGENT LINE

EXIST DITCH FLOW LINE

FENCE

EDGE OF ASPHALT

SANITARY SEWER LINE

STORM DRAIN LINE

LAND DRAIN LINE

CULINARY WATER LINE

SECONDARY WATER LINE

IRRIGATION LINE

OVERHEAD POWER LINE

ELECTRICAL LINE

GAS LINE

EXISTING CONTOURS

CONCRETE

BUILDING

PUBLIC DRAINAGE EASEMENT

DENSE VEGETATION PREVENTING ACCESS FOR ACCURATE SURVEY

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

NORTH

HORIZONTAL GRAPHIC SCALE

500

0

25

50

100

(IN FEET)

HORZ: 1 inch = 50 ft.

LOCATED IN THE
OF SECTION
TOWNSHIP , RANGE
SALT LAKE BASE AND MERIDIAN

ENSIGN

THE STANDARD IN ENGINEERING

LAYTON

1485 W. Hill Field Rd., Ste. 204

Layton, UT 84041

Phone: 801.547.1100

SALT LAKE CITY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.866.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:

ALLEN AND VERNON SMITH

CLIENT'S ADDRESS

CLIENT CITY STATE ZIP

CONTACT:

CLIENT CONTACT

PHONE: 801-000-0000

JAMES PLACE

ANGEL STREET

KAYSVILLE, UTAH

CONCEPT PLAN

PROJECT NUMBER

###

PRINT DATE

3/27/20

DRAWN BY

CHECKED BY

PROJECT MANAGER

C-1

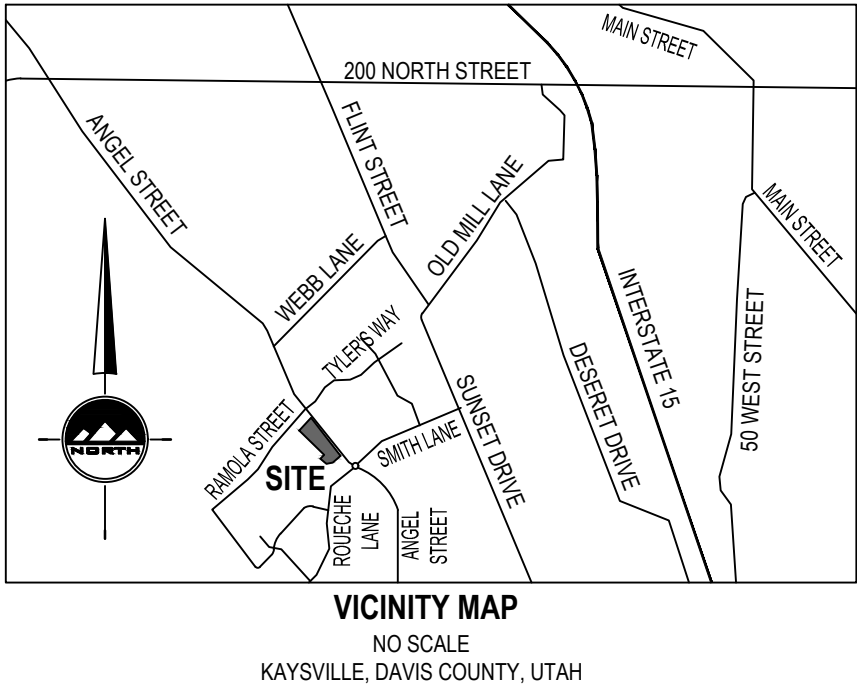
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Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
ALLEN AND VERNON SMITH
706 SOUTH ANGEL STREET
KAYSVILLE, UTAH 84037

CONTACT:
ALLEN SMITH
PHONE: (801) 309-1014

SURVEYOR'S CERTIFICATE

I, MICHAEL B. HERBST, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 5046930 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 and streets, hereafter to be known as JAMES PLACE, 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.

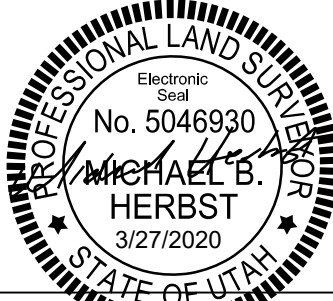
AS-SURVEYED PROPERTY DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 4, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Kaysville, Davis County, Utah, more particularly described as follows:

Beginning at a point on the West line of Angel Street, said point being North 89°46'31" West 1333.28 feet along the Quarter Section line, and South 93.05 feet from the Center of Section of Section 4, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running;

thence South 38°35'54" East 987.28 feet along the West line of Angel Street to a point on the North line of Roueche Lane;
thence South 51°45'03" West 187.10 feet along the North line of Roueche Lane to a point on the Southeast Corner of Bob Mason Subdivision;
thence along the Easterly and Northerly line of Bob Mason Subdivision the following five (5) courses and distances:
(1) North 36°46'09" West 77.08 feet;
(2) North 23°39'35" East 98.07 feet;
(3) North 39°16'45" West 290.90 feet;
(4) South 57°43'43" West 76.68 feet;
(5) South 49°46'00" West 5.79 feet to the Easterly line of Sunset Cove;
thence North 42°46'50" West 513.93 feet along the Easterly line of Sunset Cove;
thence North 33°14'26" East 12.37 feet;
thence North 38°30'15" East 214.44 feet, to the point of beginning.

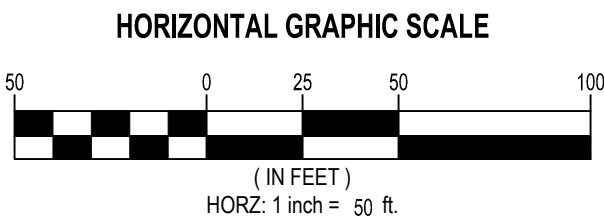
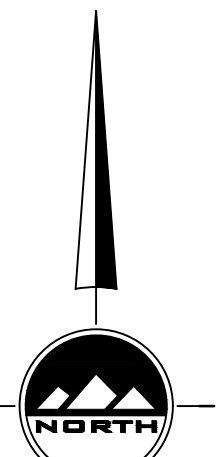
Contains: 160,370 square feet or 3.682 acres and 6 Lots.



March 27, 2020
DATE

MICHAEL B. HERBST
License No. 5046930

Preliminary
NOT FOR CONSTRUCTION



LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 4
TOWNSHIP 3 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
KAYSVILLE, DAVIS COUNTY, UTAH

SECTION CORNER

MONUMENT

EXIST REBAR AND CAP

SET ENSIGN REBAR AND CAP

WATER METER

WATER MANHOLE

WATER VALVE

FIRE HYDRANT

SECONDARY WATER VALVE

IRRIGATION VALVE

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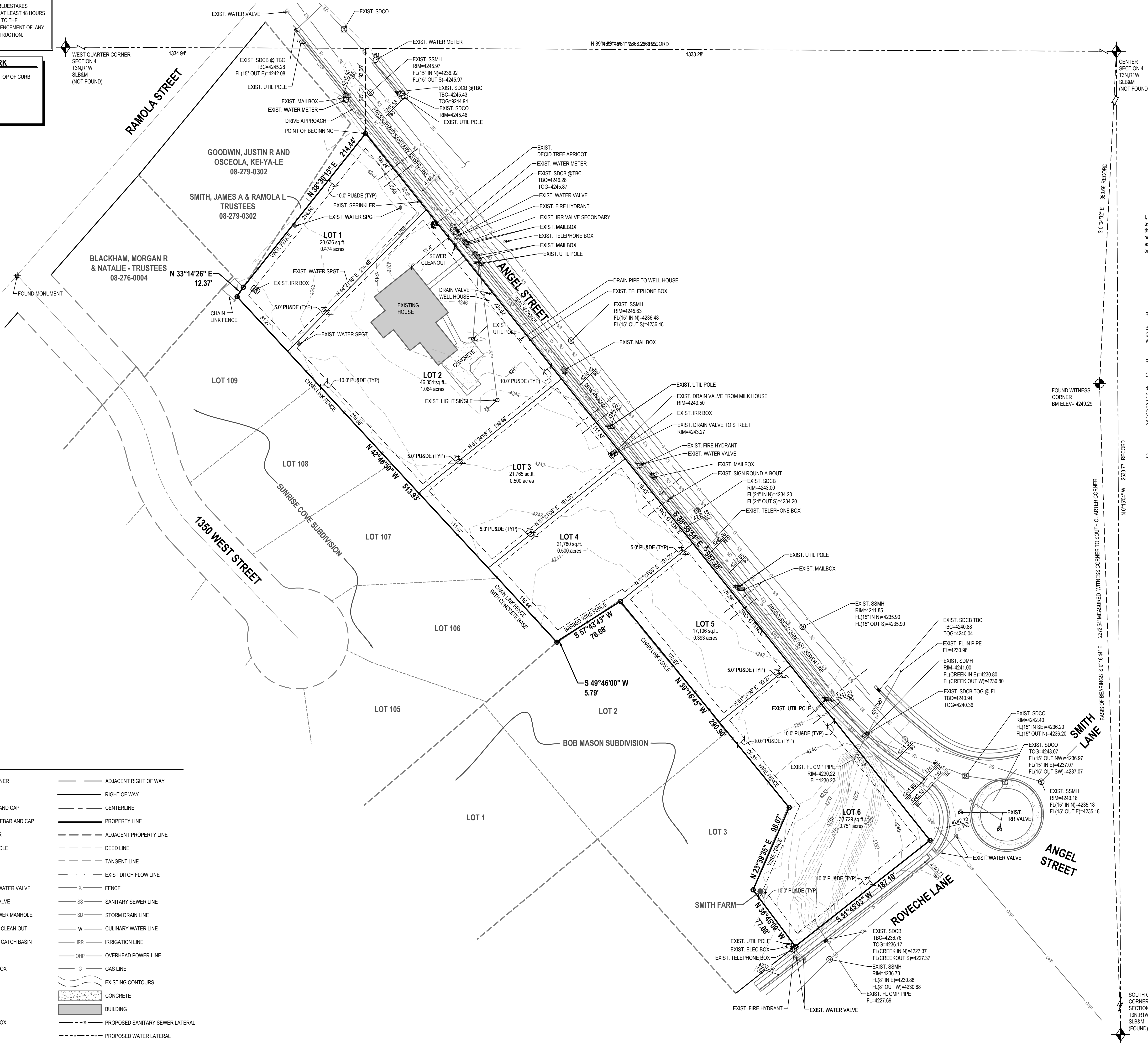
EXISTING CONTOURS

CONCRETE

BUILDING

PROPOSED SANITARY SEWER LATERAL

PROPOSED WATER LATERAL



JAMES PLACE
706 SOUTH ANGEL STREET
KAYSVILLE, UTAH

PRELIMINARY PLAT

PROJECT NUMBER
9743
DRAWN BY
A.SHELBY
PROJECT MANAGER
M.HERBST

PRINT DATE
3/27/20

CHECKED BY
M.HERBST

ORDINANCE NO. 20-_____

AN ORDINANCE REZONING A CERTAIN PORTION OF KAYSVILLE CITY FROM THE KAYSVILLE CITY A-1 ZONE TO THE KAYSVILLE CITY R-1-LD ZONE, HEREINAFTER FULLY DESCRIBED; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of Kaysville City, State of Utah, has determined in an open meeting to rezone certain real property by removing it from Kaysville City A-1 and placing it in Kaysville City R-1-LD zoning district; and

WHEREAS, said meeting was duly and regularly held and the interested parties were given an opportunity to be heard; and

WHEREAS, the Kaysville City Planning Commission has made a recommendation to the City Council on said rezoning; and

WHEREAS, the City Council after due consideration of said rezoning has concluded that it is in the best interest of the City and the inhabitants thereof that said rezoning be accomplished;

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:

The real property as shown on the attached map, which is made a part hereof, containing approximately 3.68 acres, shall be and the same is hereby rezoned and the Zoning Map amended by removing the same from Kaysville City A-1 zone and placing the same in Kaysville R-1-LD zoning district.

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 VI:

This Ordinance shall take effect 20 days after final passage by the Kaysville City Council.

PASSED AND ADOPTED by the City Council of Kaysville City, Utah, this ___th day of _____,
2020

Katie Witt
Mayor

ATTEST:

Annemarie Plaizier
City Recorder

APPROVED AS TO FORM:

Nicholas C. Mills, City Attorney

STAFF REPORT



COUNCIL MEETING DATE: April 16, 2020

TYPE OF ITEM: Work Item

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: Water Dept. Mutual Aid Agreement

EXECUTIVE SUMMARY:

Staff is recommending entering a mutual aid agreement with the Utah Water/Wastewater Agency Response Network (UT-WARN) to help ensure and safeguard the Cities ability to respond to system needs in an emergency event.

UT-WARN operates with support from the Rural Water Association of Utah (RWAU) and is comprised of 93 member organizations (Cities and special improvement Districts). UT-WARN exists to provide support by way of licensed water operators and other personnel and equipment to its members when in need, but also to help streamline communication with experienced RWAU staff, the State Department of Environmental Quality and the Division of Drinking Water.

Kaysville City Water is comprised of 5 staff members (all licensed) who oversee the delivery of nearly one billion (1,000,000,000) gallons of water to nearly 32,000 people each year (nearly 3,000 acre-feet). This is done via a network of nearly 150 miles of pipeline that feed from 6 storage tanks, connecting with nearly 8,700 water meters at homes and businesses within and around Kaysville City.

In the case of a disaster, the Water Department needs to keep this system in service (or restore as quickly as possible) to provide drinking water, fire suppression and necessary support to local businesses. This mutual aid agreement provides access to additional personnel and equipment to help meet that need.

The agreement provides the City with the sole discretion to determine when our personnel and equipment can or cannot be spared to help other members. Costs incurred in support of other members is to be reimbursed as detailed within the agreement.

Council Options: Move to Action or Table

Recommended Options: Move to Action

Fiscal Impact & Fund Source for Recommended Action: Water Department Personnel and Equipment

Attachments: UT-WARN Agreement and Invitation Letter

MUTUAL AID AGREEMENT FOR UTAH WATER AND WASTEWATER AGENCIES

THIS COOPERATION AGREEMENT is entered into this day of _____,
by _____ and Utah Water/Wastewater Agency Response
Network (UT-WARN) members.

ARTICLE I. PURPOSE

This Agreement is made and entered into by those water and wastewater agencies that have adopted and signed this Agreement to provide mutual assistance in times of emergency. This water and wastewater mutual aid program is established to provide a method whereby participating water and wastewater utilities which sustain damage from natural or man-made disasters can obtain emergency assistance, in the form of personnel, equipment, materials and other associated services necessary, from other water and wastewater utilities. The Agreement also provides a method whereby responding utilities may be provided with reimbursement for personnel, equipment, materials and other associated services that are made available on an emergency basis. Nothing herein is intended to replace or terminate any pre-existing agreement between any of the Participating Utilities that provide assistance by one Participating Utility's department within the political boundaries of another on a regular or routine basis. Participating Utilities intend by this Agreement to commit to assist each other whenever possible, while allowing each Participating Utility the sole discretion to determine when its personnel and equipment cannot be spared for assisting other Participating Utilities.

In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency in accordance with the terms and conditions of this Agreement.

ARTICLE II. DEFINITIONS

- A. AGREEMENT – The Mutual Aid Agreement for Utah Water and Wastewater Agencies. The original Agreement(s) and all signatory pages shall be kept at the Rural Water Association of Utah (RWAU) Office, 76 East Red Pine Drive, Alpine, Utah, 84004-1557.
- B. PARTICIPATING UTILITY or PARTICIPATING UTILITIES – Any water and/or wastewater utility or utilities which execute this Agreement.
- C. REQUESTING UTILITY – Any Participating Utility which sustains physical damage to its water and/or wastewater system due to natural or man-made causes that seeks assistance pursuant to this Agreement.
- D. ASSISTING UTILITY – Any Participating Utility which agrees to provide assistance to a Requesting Utility pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Utility authorized by that utility's governing board or council to request or offer assistance under the terms of this Agreement.
- F. PERIOD OF ASSISTANCE – The period of time beginning with the mobilization of any personnel of the Assisting Utility from any point for the purpose of traveling to the Requesting Utility in order to provide assistance and ending upon the

- demobilization of all personnel of the Assisting Utility, after providing the assistance requested, to their residence or place of work whichever is first to occur.
- G. SCHEDULE OF EQUIPMENT RATES – The latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies or the pre-published schedule provided by a Participating Utility by January 15 of each year.
- H. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Utility are being used to render assistance to the Requesting Utility. Specifically included within such period of time are breaks when the personnel of the Assisting Utility will return to work within a reasonable period of time. Also, included is mutually agreed upon rotation(s) of personnel and equipment.
- I. EMERGENCY – Any disaster or calamity involving the area of operation of the Participating Utilities, caused by fire, flood, storm, earthquake, civil disturbance, terrorism, or other condition which is or is likely to be beyond the control or ability of the services, personnel, equipment and facilities of a Participating Utility or a “disaster”, “state of emergency” or “local emergency” as those terms are defined by the *Disaster Response and Recovery Act* as set forth in Title 63, Chapter 5a, *Utah Code*, as those sections currently exist or may hereafter be amended.
- J. EXPENSES – All costs incurred by the Assisting Utility during the Period of Assistance to provide personnel, equipment, materials and other associated services when responding to the Requesting Utility as defined in Article XI.
- K. UTAH WATER AND WASTEWATER AGENCY RESPONSE NETWORK (UT-WARN) – The network formed by the Participating Utilities by and through this Agreement and the administration of that network.

ARTICLE III. APPLICABILITY

This Agreement is available to all water and wastewater agencies, public and private, in the State of Utah upon signing of the Agreement and providing a resource equipment list and a schedule of equipment and manpower rates to UT-WARN.

ARTICLE IV. ADMINISTRATION

The administration of the Utah Water and Wastewater Agency Response Network (UT-WARN) will be through the UT-WARN Steering Committee (WSC). The WSC shall be made up of one representative from:

- A large water system with a population in excess of 10,000.
- A small water system with a population less than 10,000.
- A large wastewater system with a population in excess of 10,000.
- A small wastewater system with a population less than 10,000.
- The Utah Division of Drinking Water (DDW).
- The Utah Division of Water Quality (DWQ).
- The Utah Division of Homeland Security (UDHS).
- The Inter-Mountain Section of the American Water Works Association (AWWA).
- The Rural Water Association of Utah (RWAU).

- The Water Environment Association of Utah (WEAU).

Representatives to the WSC from the respective agencies shall be named by those agencies. Representatives from large and small systems shall be elected at the UT-WARN Annual Meeting. An individual may represent more than one agency, association or type of system as long as the minimum number of members to the WSC is never less than seven (7).

The WSC shall:

- A. Sponsor an annual meeting for Participating Utilities.
- B. Maintain a data base of information, through one of the WSC participating agencies or associations, of all Participating Utilities.
- C. Meet as a committee to address and resolve concerns, create and modify procedures and any additional policy or legal issues related to UT-WARN.
- D. Maintain a web site to facilitate the flow of resources.
- E. The web site may be pass-word protected for only the use of Participating Utilities if deemed appropriate by the WSC.

ARTICLE V. PROCEDURE

In the event that a particular Participating Utility becomes a Requesting Utility, the following procedure shall be followed:

- A. A Participating Utility shall not be held liable for failing to respond or failing to provide assistance.
- B. Each Participating Utility agrees to respond, when practicable, to requests for emergency assistance by providing such resources as are reasonably available to the Assisting Utility. The Assisting Utility shall have the discretion of determining which resources are reasonably available.
- C. The execution of this Agreement shall not create any duty to respond on the part of any Participating Utility.
- D. The Requesting Utility may contact UT-WARN to request needed resources .
- E. UT-WARN will assess the needs of the emergency and the available resources using its data bases and will contact Participating Utilities that may be able to provide the requested resources.
- F. When contacted by UT-WARN, the Authorized Representative of a Participating Utility shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Assisting Utility is capable and willing to provide assistance, the Assisting Utility will notify UT-WARN and provide UT-WARN with information regarding available resources.
- G. The personnel and equipment of the Assisting Utility shall remain, at all times, under the direct supervision of the designated supervisory personnel of the Assisting Utility. The Incident Commander or Unified Commander shall provide Work assignments and suggest schedules for the personnel and equipment of the Assisting Utility; however, the designated supervisory personnel of the Assisting Utility shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel and equipment of the Assisting Utility. The designated supervisory personnel shall maintain daily personnel time records and a log of

- equipment hours, be responsible for the operation and maintenance of the equipment furnished by the Assisting Utility, see to the safety of Assisting Utility personnel and report work progress to the Requesting Utility and/or the Incident Commander.
- H. When possible, the Requesting Utility shall supply reasonable food and shelter for the Assisting Utility personnel. If the Requesting Utility does not provide food and shelter for responding personnel, the Assisting Utility designated supervisor is authorized to secure the resources reasonably necessary to meet the needs of its personnel. The cost for such resources must not exceed the state per diem rate for that area. Where costs exceed the per diem rate, Assisting Utility must document and demonstrate that the additional costs were reasonable and necessary under the circumstances.
 - I. The Requesting Utility shall provide a communications plan to the Assisting Utility prior to arrival.
 - J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS).
 - K. The Incident Commander or Unified Commander shall, as soon as reasonably possible, release the personnel, equipment and materials of the Assisting Utility from the Emergency. The personnel, equipment and materials of the Assisting Utility should be released before the personnel, equipment, and materials of the Requesting Utility are released.
 - L. To the extent permitted by law, Assisting Utility personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified period of assistance.
 - M. Personnel, equipment and materials of the Assisting Utility shall be released from the Emergency when it is determined by the Incident Commander or the Unified Commander that the services provided by the Assisting Utility are no longer required or when the supervisory personnel of the Assisting Utility informs the Incident Commander or the Unified Commander that the personnel, equipment and materials provided by the Assisting Utility are needed to perform duties within the Assisting Utility's water or wastewater system.

ARTICLE VI. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be determined by standard and prevailing rates of the Participating Utilities. If the Assisting Utility and the Requesting Utility agree to the reimbursement of expenses, reimbursement shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Utility shall continue to pay its employees according to its then prevailing rules, regulations, policies and procedures. The Requesting Utility shall reimburse the Assisting Utility for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.
- B. EQUIPMENT – The Assisting Utility shall be reimbursed for the use of its equipment during the Period of Assistance according to the *Schedule of Equipment Rates* established and published by FEMA. All Participating Utilities shall provide a list of equipment available and the rates for that equipment upon executing this Agreement.

- If an Assisting Utility uses an alternate basis of rates for equipment listed on the *FEMA Schedule of Equipment Rates*, the rates of the Assisting Utility shall prevail.
- C. MATERIALS AND SUPPLIES – The Assisting Utility shall be reimbursed for all materials and supplies furnished by it and used or damaged during the Period of Assistance, unless such damage is caused by the negligence of the Assisting Utility’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Requesting Utility will replace, with a like kind and quality as determined by the Assisting Utility, the materials and supplies used or damaged.
 - D. PAYMENT – Unless mutually agreed otherwise, the Assisting Utility should bill the Requesting Utility for all expenses no later than ninety (90) days following the release of the Assisting Utility’s personnel and equipment from the Period of Assistance. The Requesting Utility shall pay the bill in full no later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46th) day following the billing date. The Assisting Utility may request additional periods of time within which to submit the itemized bill, and Requesting Utility shall not unreasonably withhold consent to such request. The Requesting Utility must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Utility may request additional periods of time within which to pay the itemized bill, and Assisting Utility shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Utility.
 - E. Each Assisting Utility and their duly authorized representatives shall have access to a Requesting Utility’s book, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Utility and their duly authorized representatives shall have access to the Assisting Utility’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.
 - F. DISPUTED BILLINGS – Those undisputed portions of a billing should be paid under this payment plan.
 - G. Disputed portions of the billing should be worked out by negotiations between the two parties in accordance to established procedures..

ARTICLE VII. INSURANCE

Each Participating Utility shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Participating Utility may enjoy.

ARTICLE VIII. NO SEPARATE ENTITY OR ACQUISITION OF PROPERTY

This Agreement is an interlocal cooperative Agreement under Utah Code, as between the public agencies executing this Agreement and is a standard Agreement as between the

private entities and the public agencies executing this Agreement. This Agreement does not create any separate legal entity.

No real or personal property shall be acquired jointly by the Participating Utilities to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Participating Utilities.

ARTICLE IX. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Participating Utility of any obligation or responsibility imposed upon it by law or other Agreement.

ARTICLE X. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with Utah Code the Requesting Utility agrees to indemnify and save harmless the Assisting Utility and the officers, employees and representatives of the Assisting Utility, if they are acting within the course and scope of their duties, from all claims, suits actions, damages and costs of every kind, including but not limited to reasonable attorney's fees and court costs arising or resulting from the performance or provision of services and materials by the Assisting Utility under this Agreement unless there is a determination that such claims are the result of negligence of the Assisting Utility or the officers, employees or representatives of the Assisting Utility.
- B. The Assisting Utility shall hold harmless and indemnify the Requesting Utility and the officers, employees and representatives of the Requesting Utility against any liability for any and all claims arising from any damages or injuries caused by negligence of the Assisting Utility or the officers, employees or representatives of the Assisting Utility except to the extent of the negligence of the Requesting Utility or the officers, employees or representatives of the Requesting Utility.
- C. Subject to the foregoing, nothing in this Agreement shall be construed as an Agreement by a Participating Utility to indemnify or hold harmless, or in any way assume liability if there is a determination that any personal injury, death or property loss or damage caused by the negligence of any other Participating Utility or person.
- D. Nothing herein shall be construed to waive any of the privileges and immunities associated with utility services or other related services, including emergency services, or of any other nature of any of the Participating Utilities. No party waives any defenses or immunity available under the Utah Governmental Immunity Act, nor does any party waive any limits of liability currently provided by the Act.
- E. Each Participating Utility shall be solely responsible for providing workers compensation and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Participating Utility shall provide insurance or shall self insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

ARTICLE XI. TERM

This Agreement shall have an initial term of fifty (50) years commencing upon the effective date of the Agreement.

ARTICLE XII. TERMINATION

Any Participating Utility may terminate its obligation under and participation in this Agreement, with or without cause, by giving all other Participating Utilities thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any individual Participating Utility shall not affect the validity of the Agreement as to the remaining Participating Utilities. Withdrawal from this agreement shall in no way affect a Requesting Utility's duty to reimburse the Assisting Utility for costs incurred during a Period of Assistance, which duty shall survive such withdrawal.

ARTICLE XIII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole Agreement of the parties, written or oral, between the parties. This Agreement may be amended in whole or in part at any time by the Participating Utilities by submitting a written amendment to the WSC. If a majority of the WSC agrees with the amendment, the amendment shall be submitted to the UT-WARN membership. A vote by the membership will be held by mail following procedures outlined in Article IV of this Agreement. Members who fail to vote will have their vote counted as an affirmative vote.

ARTICLE XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE XV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Participating Utility specifically herein, or which does not become a signatory hereto as provided herein.

ARTICLE XVI. EFFECTIVE DATE

This Agreement shall be effective as to the Participating Utility executing this Agreement upon the date of execution of this Agreement by the Participating Utility, submittal of a resource equipment list and a schedule of equipment and manpower rates.

ARTICLE XVII. AUTHORIZATION

The individuals signing this Agreement on behalf of the Participating Utility confirm that they are a duly Authorized Representative of the Participating Utility and are lawfully enabled to sign this Agreement on behalf of the Participating Utility.

ARTICLE XVIII. REVIEW BY AUTHORIZED ATTORNEY

In accordance with Utah Code this Agreement shall be submitted to the attorney authorized to represent each Participating Utility for review as to proper form and compliance with applicable law before this Agreement may take effect.

ARTICLE XIX. RESOLUTIONS OF APPROVAL NOT REQUIRED

This Agreement may be approved and executed as an executive function in accordance with the provisions of the *Interlocal Cooperation Act* and the adoption of a resolution of approval is not required.

ARTICLE XX. COUNTERPARTS

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

ARTICLE XXII. FILING OF AGREEMENT

An executed counterpart of this Agreement shall be filed with the keeper of records of each Participating Utility. An executed counterpart of this Agreement shall also be filed at the offices of RWAU.

In witness whereof, each Participating Utility hereto has executed this Agreement on the respective signature page of that Participating Utility as of the date specified by its signature block.

ARTICLE XXIII. PERSONNEL NOT AGENTS

The employees of the Participating Utilities providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the entity that hired them. Each Participating Utility shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each public entity shall hold the other harmless therefrom. The Participating Utilities shall not be liable for compensation or indemnity to any other Participating Utility's employee for any injury or sickness arising out of his or her employment, and the Participating Utilities shall not be liable for compensation or indemnity to any Participating Utility employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

ARTICLE XXIV. ADDITIONAL UTILITIES

Any subdivision of the State of Utah not specifically named herein ("Prospective Utility") which shall hereafter sign this Agreement or a copy hereof shall become a Participating Utility hereto provided that it first give 30 days written notice to each Participating Utility hereto of its intent to become a Participating Utility, and provided that a majority of the Participating Utility shall not within 30 days thereafter notify the WSC in writing that they object to the Prospective Utility becoming a party hereto. In the event that a majority of the Agencies objects to the Prospective Utility becoming a party hereto, then the WSC shall promptly notify the Prospective Utility that its application was rejected. A Prospective Utility thus rejected may reapply for membership hereunder after one year has passed. Any Participating Utility which becomes a newly accepted Participating Utility to this Agreement is entitled to all the rights and privileges and subject to the obligations of any Participating Utility as set out herein.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the participating utility listed here, as a Participating Utility duly executes this Mutual Aid Agreement for Utah Water and Wastewater Agencies this _____ day of _____, 201__.

Water and/or Wastewater Utility _____

By: _____

By: _____

Title: _____

Title: _____

Approved as to form and legality

By: _____

Utility's Attorney



State of Utah

GARY R. HERBERT
Governor

GREG BELL
Lieutenant Governor

Department of
Environmental Quality

Amanda Smith
Executive Director

Brad T Johnson
Deputy Director

December 6, 2012

System
Addy1
Addy2
City, State Zip

Dear Water and Wastewater System Officials:

Subject: Utah Water and Wastewater Agency Response Network

The Utah Water and Wastewater Agency Response Network (UT-WARN) has been formed by your peers, state agencies and associations that represent your interests. The WARN system is a nationwide initiative that is intended to facilitate coordinated emergency response and assist with reimbursement in disasters for agencies who do respond. UT-WARN is a no-cost insurance policy for systems when they are faced with an emergency or disaster that overwhelms their ability to respond. It also will be the means of coordinating interstate response in federally declared disasters.

You provide an unheralded but highly valued and indispensable service to your community and as such it is imperative, in the event of an emergency, that your facilities are restored to full service as soon as possible. The UT-WARN provides a network of help in the event of an emergency. For this reason I urge all of Utah's drinking water and wastewater systems to join UT-WARN if they have not already done so. Information about joining is available at www.utwarn.org.

Please join in supporting this important piece of Utah's disaster and emergency response preparedness effort.

Regards,

Amanda Smith
Executive Director