



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, February 4, 2021, starting at 7:00 P.M. in the **Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT.**

In consideration of the COVID-19 pandemic, attendance will be monitored by the Kaysville City Police Department and will be limited to less than 50 individuals, including Council, Staff and Applicants. Because of the room occupancy limitation, it is encouraged that those wishing to watch the meeting do so by viewing the meeting online. The meeting will be streamed on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com. Masks are required, and all of those in attendance will be required to participate in a socially distant manner.

For those wishing to direct comments to the City Council regarding public hearings or items on the agenda can do so in-person, or email comments to publiccomment@kaysvillecity.com. Emailed comments will NOT be read out-loud at the meeting. Members wishing to speak during an Action Items or during Call to the Public must sign-up in person before the meeting to speak.

CITY COUNCIL Q&A – 6:30 P.M.

The City Council will be available to answer questions or discuss any matters the public may have.

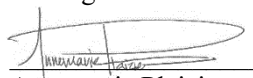
CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Tami Tran.
2. PRESENTATIONS AND AWARDS
 - a. Community Development Department Report – Lyle Gibson, Director.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Approval of Minutes of December 17, 2020.
 - b. Approval of Minutes of January 7, 2021.
 - c. A Resolution accepting approximately 0.028 acres of property from the Talbot Family Revocable Trust located at approximately 1029 North Highway 89.
 - d. A Resolution authorizing the disposal of cubicles from the Police Department.
 - e. Approval of Statewide Utility License Agreement Renewal with Utah Department of Transportation.
5. WORK ITEMS
 - a. Animal Control Services Contract Amendment Discussion.
 - b. Electric Vehicle Parking Spot Ordinance Discussion.
6. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
7. COUNCIL MEMBER REPORTS
8. CITY MANAGER REPORT
9. ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services, or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235 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 and emailed copies to media representatives on January 29, 2021.


Annemarie Plaizier
City Recorder

KAYSVILLE CITY COUNCIL
December 17, 2020

Minutes of a regular Kaysville City Council meeting held on December 17, 2020 at 7:00 p.m. in the Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT.

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

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Information Systems Manager Ryan Judd, Information Technology Assistant Jordan Hansen, Police Chief Sol Oberg, Parks and Recreation Director Cole Stephens, Public Works Director Josh Belnap

OPENING

Mayor Witt opened the meeting with a prayer and led the Pledge of Allegiance.

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 Minutes of November 19, 2020.
- b. Approval of purchase for mobile and portable radios for the Kaysville Police Department through CARES Act funding.
- c. Approval of purchase for patrol work spaces for the Kaysville Police Department through CARES Act funding.
- d. Approval of purchase for HVAC equipment upgrades to facilities through CARES Act funding.
- e. Approval of purchase for Barnes Park Pickleball Lights Phase 2 & 3.
- g. Approval of easement for sewer lateral in Barnes Park for Davis School District.

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 Tran, yea
Council Member Lortz, yea
Council Member Blackham, yea

The motion passed unanimously.

3F. APPROVAL OF WINDSTORM DEBRIS CLEANUP COSTS TO LAWN BUTLER

Public Works Director Josh Belnap explained that in October, Kaysville solicited proposals from 7 different companies to haul stockpiled debris from the city's dump site at the west end of 200 North. The city requested pricing and the ability to complete the work by Thanksgiving. Only one response was received regarding this request, which was from Lawn Butler. Their proposal provided an estimate on the total, but stated that the ultimate total would be based on their actual time and material costs. Their estimated total, after they provided a 10% pricing discount, totaled \$24,682.50. Staff agreed that with the short timeline and other variables, the time and materials request would be agreeable. With time and materials, Staff anticipated the possibility of a significant increase, anticipating at worst case the cost would be double what the estimate was, but still felt comfortable moving forward. The work commenced on October 29th and concluded about November 20th. The total amount invoiced came back at over \$87,000. Staff approached Lawn Butler to discuss reviewing the totals and negotiating on the amounts, and Lawn Butler indicated that they wouldn't do so, as they would otherwise be incurring losses on their end and they felt they had met their obligations of the contract. However, since that initial invoice, Lawn Butler has agreed to reduce the final total to \$83,000. Staff is seeking direction from Council tonight on how to proceed forward at this point. While we will be including these costs in a FEMA reimbursement request when the presidential declaration is made, we will have to cover these costs in the meantime.

Council Member Tran asked about the number of hours submitted.

Josh Belnap responded that the original estimate showed about 175 hours but the final invoice shows about 490. On average they had 2 people on site at a time, until towards the end when they had 3 on site. Their original estimate for labor costs was \$9,000, but those labor costs are now being shown at \$24,000. The original estimate for equipment costs was \$17,000.

Council Member Lortz asked what day work started.

Josh Belnap responded that they started on October 29, working a total of 19 days.

Council Member Lortz asked if they worked on weekends.

Josh Belnap responded that they only worked a couple of Saturdays.

Council Member Tran asked if the debris pile continued to be added to by residents during this time.

Josh Belnap said that the area was blocked off to the public.

Council Member Lortz asked how many hours a day they were working.

Josh Belnap said that he thinks they were working 10 hours a day.

Council Member Tran asked about the contract.

Nic Mills responded that the contract was based on time and materials. If they can establish, and we feel like they are accurate, that they've actually put in the time and materials it would be advisable for the city to pay the amount given. Staff is looking for direction from the Council on if the given amount should be paid or not, or if the Council would like to table this item until Lawn Butler can provide us further documentation on their time and materials.

Council Member Blackham said that he would like to see further documentation, such as time cards, applicable invoices and dump tickets. As it sits now it doesn't all seem to add up for such a large difference in their estimate to what numbers they are giving to us now.

Josh Belnap said that this proposal also includes a mobilization cost of \$300 a day.

Council Member Blackham said that an email was sent to Lawn Butler by Josh Belnap at the beginning of October which explains the approximate cubic yards that would need to be cleaned up and suggested that Lawn Butler visit the site as needed before providing an estimate to the city. Mr. Belnap received an email back from Lawn Butler just over a week later with an attached proposal listed at \$27,000 based on time and materials. Also included from them was a 10% discount if we scheduled with them that same week. They were given every opportunity to go look at the site and this was the estimate that they gave us, on top of a discount. We should be able to hold someone to a price that they give you. Council Member Blackham said that he understands that there are overages, but this amount is over 3 ½ times the first estimate given.

Council Member Barber commented that this is a unique situation and it was the Council who asked the Public Works to create this location where people could bring their debris after the windstorm. It's not something that was taken through our normal processes.

Mayor Witt said that the original plan was to allow residents to haul things to the dump themselves without paying the dump fee. This was something that we felt was necessary to do for our community and there's a cost we knew we'd have to pay in order to provide that when we made that decision.

Josh Belnap said that they had visited the site with Lawn Butler after they had offered the discount to us and we decided to utilize their services. They were given additional information and they said that they would need to revise their estimate. However the revised estimate was merely more of a breakdown of what all the rates were for the different types of equipment and labor. There was no increase in the estimated man-hours or the estimated total.

Council Member Adams asked if any of their equipment was rented.

Josh Belnap responded that at least one piece of equipment was a rental.

Council Member Lortz said that if we could see the time cards and dump tickets we could at least see if consistent work was being done. If these guys were working 10 hour days it's not adding up to be the same as the number of hours they've given us. They are about 100 hours off if they were only working 10 hour days. We can look at the dump tickets and see how much they were dumping and if it adds up to be about the same as the amount of the original debris pile. We need to audit their details and if something doesn't make sense then they need to justify it.

Josh Belnap said that we have received itemized invoices from them but we can ask for further breakdown and more documentation.

Council Member Blackham asked about if the city normally gets charged a daily mobilization charge.

Josh Belnap said that we don't normally, but they have since removed those mobilization costs.

Council Member Barber asked about the process for applying for FEMA money.

Shayne Scott responded that we have already applied for the money but are waiting for approval. Likely we will see that money in February or March of this year.

Josh Belnap added that Fire Chief Paul Erickson has been the point of contact with FEMA for the city as we've submitted what our initial estimates as well as the final totals.

Josh Belnap commented that Lawn Butler has requested that a decision be made by the end of the month. However we don't want to be held up by their timeline if we don't feel comfortable with paying the amount.

Council Member Lortz made a motion to direct the Public Works Director to request additional documentation, verify the details and then settle the contract with Lawn Butler for what the appropriate amount is for this job, seconded by Council Member Barber.

The vote on the motion was as follows:

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

The motion passed unanimously.

CALL TO THE PUBLIC

Nothing was brought under this item.

COUNCIL MEMBER REPORTS

Council Member Adams that the Kaysville Gives "Fill the Firetruck" event was held recently and was an emotional experience to see how successful it was. Many neighborhoods and residents came together with large donations and we were able to make a huge difference to many in need.

Council Member Tran thanked the Parks and Recreation staff, Youth Council, as well as everyone else who volunteered to help put the Kaysville Gives program together. They spent hours and hours behind the scenes. It was great to see so many residents willing to donate.

Council Member Barber said that we recently received funding to finish the lighting at the pickleball courts. These courts are used often and will give people more space to play in the early morning and late hours. It is nice to be able to say that this project is now completed, and now we can focus on other needs in our Parks and Recreation department.

Council Member Lortz commented that there was a UAMPS meeting this last week and our Power Department received a Smart Innovation Award for 2020 for the implementation of the automated metering infrastructure, the installation of LED streetlights, as well as other improvements to our network.

ADJOURNMENT

Council Member Barber made a motion to adjourn the City Council meeting at 7:33 p.m., seconded by Council Member Lortz and passed unanimously.

KAYSVILLE CITY COUNCIL
January 7, 2021

Minutes of a regular Kaysville City Council meeting held on January 7, 2021 at 7:00 p.m. in the Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT.

Council Members present: Mayor Katie Witt, Council Member John Swan Adams, Council Member Barber, Council Member Mike Blackham and Council Member Andre Lortz.

Excused: Council Member Tamara Tran

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Information Systems Manager Ryan Judd, Police Chief Sol Oberg and Eliza Streadbeck.

OPENING

Eliza Streadbeck opened the meeting with a prayer. Council Member Barber led the Pledge of Allegiance.

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 Minutes of December 3, 2020.
- b. Approval of purchase for restroom facilities upgrades through CARES Act funding.

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 Blackham, yea

The motion passed unanimously.

WORK ITEMS

FLEET POLICY DISCUSSION

Shayne Scott explained that before the pandemic, Staff had been looking into different solutions regarding how the city manages our fleet and we would like to continue that discussion with the Council at this point. Historically we have utilized trucks and other fleet vehicles as long as we

could. This usually meant that our mechanics were working on old vehicles with many miles on them which was both costly and time-consuming. Because many vehicles have good resale values and the City can purchase them on Utah State Contract pricing, this agenda item suggests modifying the policy and ways we purchase and sell fleet vehicles in our city. Also, because we now have multiple electronic vehicle stations in the city, we would like to consider perhaps taking advantage of those by having electronic vehicles. Dean Storey has been our fleet manager and has been coordinating with the department heads to discuss the proposed policy document. Staff feels that this is a good starting point in which we can expand from.

Council Member Lortz commented that discussing our fleet policy is a great thing. At his work over the last couple of years they have been conducting a similar analysis and have found that you save money when you rotate vehicles, rather than driving them until they are no longer working. The city should consider both purchasing and leasing vehicles for our fleet.

Council Member Blackham said that our mechanics are very limited on what they can do. We have 2 mechanics who take care of around 100 vehicles, which doesn't include any of the equipment that our parks and recreation uses to maintain our parks. After our vehicles get past the warrantee period the maintenance on those vehicles increases. If a vehicle needs a major repair it slows down the work on anything else that needs to be done. We also don't have many spare vehicles if one goes out of service. The government rate is about 80% of what you would normally purchase a vehicle for and after the warrantee period passes we would still have a good resale value on them. There are also auction companies that would come and pick them up to sell. People want to buy these types of vehicles because they tend to be in better shape and are less expensive for them. Our department heads know what vehicles they need and when they need to be replaced. To have one go down now puts them in a bind and it's hard to get a replacement for it or to get it fixed quickly. This new policy might cost us a little more up front, but it would create a huge advantage to our fleet operation.

Mayor Witt commented that it makes a lot of sense to the city and will automate the process so we are not caught off guard.

Council Member Adams asked if we had a list of all the vehicles in our fleet, what type of shape they are in, and what modifications have been done to them, such as having a toolbox installed. How do those types of modifications work with a leased vehicle?

Shayne Scott responded that there are some leasing companies that specifically lease certain types of vehicles to cities. Staff can provide a spreadsheet of our current fleet vehicles for the council to review.

Council Member Adams said there becomes a threshold when you lose the resale benefit of a vehicle. Council Member Adams asked if the Council would see the estimated costs of this proposed policy, if implemented, with the next budget review.

Shayne Scott commented that they are planning to have an administrative meeting with the department heads to discuss each department's needs more specifically. We will then have a better idea of what the cost will be based on those needs. The details of that estimate will be able to be presented at the council's budget retreat.

Council Member Barber commented that there have been times recently when our police officers were in need of vehicles but because of some of their fleet vehicles being in the shop, there were none available. That is a major concern and we need to be more proactive than we are currently. If there are employees that need a vehicle for smaller trips, electric vehicles would be great for them.

Council Member Blackham said that it would be good for each department head to manage their own fleet and their own needs without having to worry about other departments and if their needs will go before their own.

Shayne Scott thanked the Council for the discussion and said that Staff will proceed forward and have more information for the Council when they discuss the budget this year.

MODERATE INCOME HOUSING UPDATE

Mayor Witt explained that Lyle Gibson had planned to be here tonight to give an update on what the city has been doing towards our moderate income housing plan, but he was unable to make it. Back in 2019, SB34 was passed by the state legislature and the previous council created a moderate income housing plan. As part of that, our city is supposed to create a yearly report to send to the Wasatch Front Regional Council. Mayor Witt said she recently authorized the plan so it could be submitted and if the council had any questions regarding the plan to contact Lyle Gibson about them.

CALL TO THE PUBLIC

Nothing was brought under this item.

COUNCIL MEMBER REPORTS

Council Member Blackham commented that the Fire Department has recently started operating with 6 employees on duty and the city is much better protected now. This last week they responded to a structure fire in Fruit Heights. Everyone did a great job and nobody was hurt. They were able to limit the damage to the carport and they appreciate all of the surrounding community fire departments who also responded to help. Also, there are currently 3 COVID cases in the department, but they have been able to isolate those exposed with no issue to covering shifts. Also, they have also recently finished the final touches on the new ambulance plans and construction should start right away.

Council Member Barber said that Parks and Recreation are working on getting ready for a new year of recreational sports while still maintaining COVID guidelines. They are also starting to plan the festivities for the 4th of July celebration. This year the events will be held on July 3rd.

Mayor Witt said that she would like to see the parade route extended.

Council Member Barber agreed and said this would be a good year to try some new things.

Council Member Adams said that recently the Standard Examiner wrote a great article about the history of the city. Also, Youth City Council met tonight and they are planning to do a mock city

council meeting in March.

Council Member Blackham asked about the police department.

Police Chief Sol Oberg said that when he first came to this city he wanted to strategize how their department could try to reduce crimes in the city, especially within the homes. We initially took some measures to address the sex offenders in the city. The department was then able to get a grant to hire Jennifer Winchester as our Victim Services Program Coordinator. We have been able to receive more grants towards specialized training for our officers and try to address sex abuse, stalking, and similar cases. Detective Steadman has stepped in to try help change the culture in how our department investigates these types of cases. Because of him we have become the best department in the county, and he's the best detective for these cases in the county. He received the 2020 FOP (Fraternal Order of Police) Officer of the Year Award. This will be the second year one of our officers received this reward. Detective Steadman has been with us for 8 years now and we have utilized him a lot in our trainings, including as a firearms instructor and SWAT operator. He helps to teach our officers how to be safe and how to keep our community safe. This has been a great program and we appreciate the support of the city and the council in allowing us to try different things.

CITY MANAGER REPORT

Shayne Scott said that the council will have their annual planning retreat on Saturday, January 23rd from 8:00 a.m. – 2:00 p.m.

ADJOURNMENT

Council Member Barber made a motion to adjourn the City Council meeting at 7:30 p.m., seconded by Council Member Lortz and passed unanimously.

RESOLUTION __-__

**A RESOLUTION ACCEPTING APPROXIMATELY 0.028 ACRES OF PROPERTY
FROM THE TALBOT FAMILY REVOCABLE TRUST LOCATED AT
APPROXIMATELY 1029 North Highway 89; AUTHORIZING THE MAYOR TO
EXECUTE THE ACCEPTANCE OF THE PROPERTY**

WHEREAS, the City would like to install utility infrastructure—a Tank Flow Meter and SCADA system—to improve the function of the Crestwood water tank; and

WHEREAS, the property necessary for the installation of the signal is owned by the Talbot Family Revocable Trust; and

WHEREAS, in order to facilitate the installation of the infrastructure, the Talbot Family Revocable Trust wishes to dispose of a portion of the Property to the City; and

WHEREAS, it is in the best interests of the City and its citizens to have this infrastructure installed on the Property.

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

1. That the City accept the Warranty Deed from the Talbot Family Revocable Trust, which is attached hereto and incorporated herein by this reference.

2. That the Mayor be authorized to sign the acceptance of said Warranty Deed and any other documents necessary to effectuate the intent of this resolution.

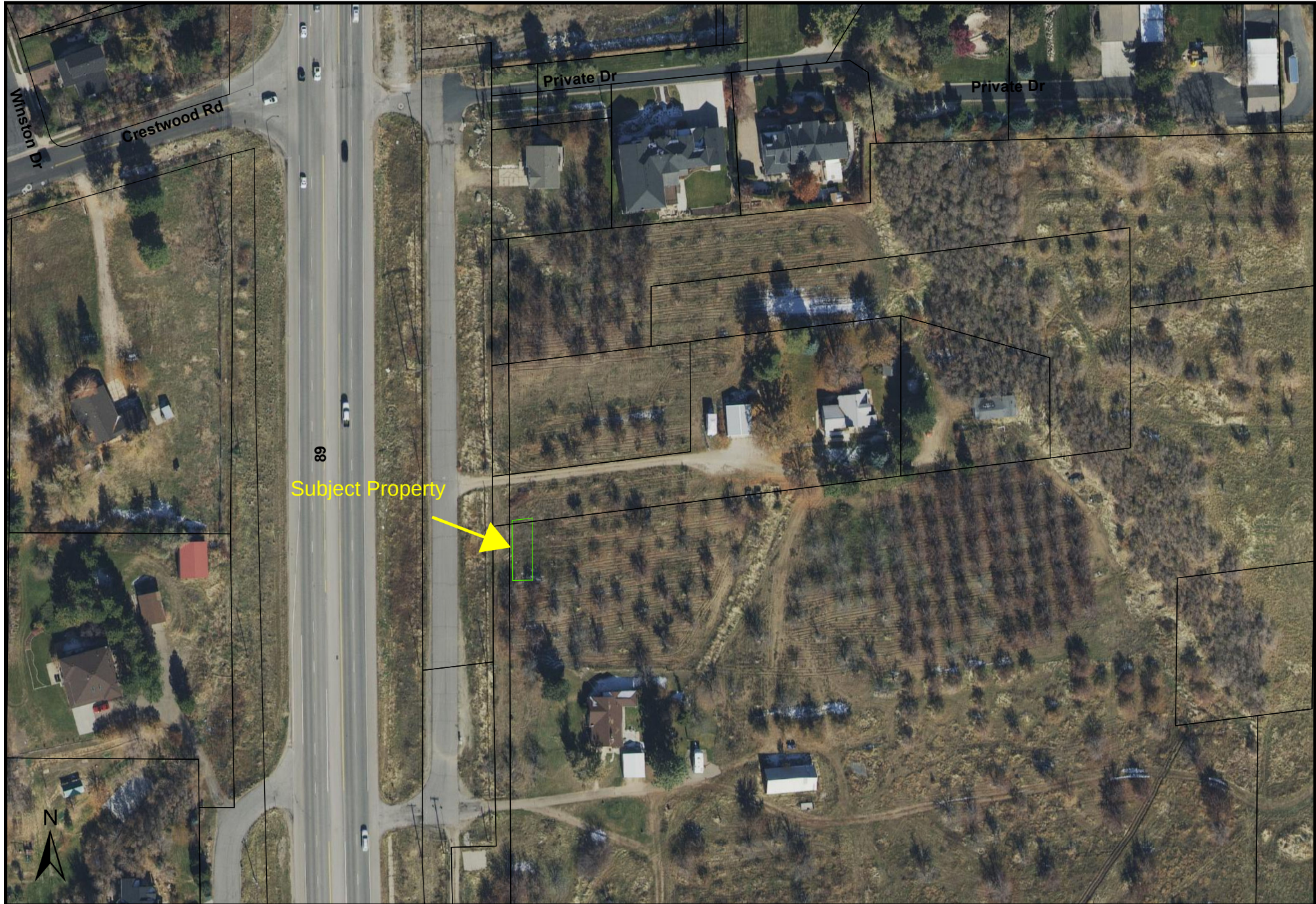
PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **21st day of January, 2021**.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

Approximately 1050 North Highway 89



3184683
BK 7340 PG 483

E 3184683 B 7340 P 483-485
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/5/2019 10:42:00 AM
FEE \$0.00 Pgs: 3
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

WHEN RECORDED MAIL TO
Kaysville City Corporation
23 East Center Street
Kaysville, Utah 84037

Utah Department of Transportation
Right of Way Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Warranty Deed

(TRUSTEE)

Davis County

Tax ID. No. 11-037-0038

PIN No. 13821

Project No. S-0089(406)398

Parcel No. 0089:427:C

116752-3CP

George L. Talbot, Jr., as Trustee and Successor Trustee for Mary Shermer Talbot
of The Talbot Family Revocable Trust, dated the 19th day of May, 1992 Grantor, of
Kaysville, County of Davis, State of Utah, hereby CONVEYS AND WARRANTS to
Kaysville City Corporation, Grantee, at 23 East Center Street, Kaysville, Utah 84037, for the
sum of TEN (\$10.00) Dollars, and other good
and valuable considerations, the following described parcel of land in Davis County, State
of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the NW1/4
SW1/4 of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian for
the widening of existing US-89, known as Project No. S-0089(406)398. The boundaries of
said parcel of land are described as follows:

Beginning at the intersection of the northerly boundary line of said entire tract and the
easterly right of way line of a frontage road of said Project, which point is 338.69 feet
S 00° 11'30"W. along the Section line and 379.19 feet East from the West Quarter corner of
said Section 25; and running thence N.82°40'00"E. 20.14 feet along said northerly
boundary line to a point 166.00 feet perpendicularly distant easterly from the US-89 right of
way control line of said Project, opposite approximate Engineers Station 1193+58.99;
thence S.00°33'09"E. 62.26 feet, parallel with said right of way control line to a point 166.00
feet perpendicularly distant easterly from the US-89 right of way control line of said Project,
opposite Engineers Station 1192+96.74; thence S.89°11'23"W. 20.00 feet to said easterly
right of way line of a frontage road; thence N.00°33'09"W. 59.97 feet along said easterly
right of way line of a frontage road to the point of beginning as shown on the official map of
said project on file in the office of the Utah Department of Transportation.

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PIN No. 13821
Project No. S-0089(406)398
Parcel No. 0089:427:C

The above described parcel of land contains 1,222 square feet in area or 0.028 acre.

(Note: Rotate above bearings 00°20'39" clockwise to equal Highway bearings)

WITNESS, the hand of said Grantor, this 47th day of SEPTEMBER, A.D. 2019.

The Talbot Family Revocable Trust,
dated the 19th of May, 1992

STATE OF UTAH

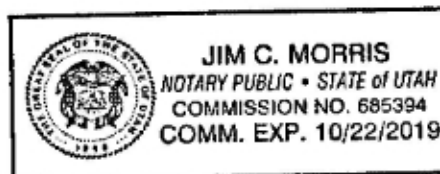
COUNTY OF DAVIS

) ss.
)

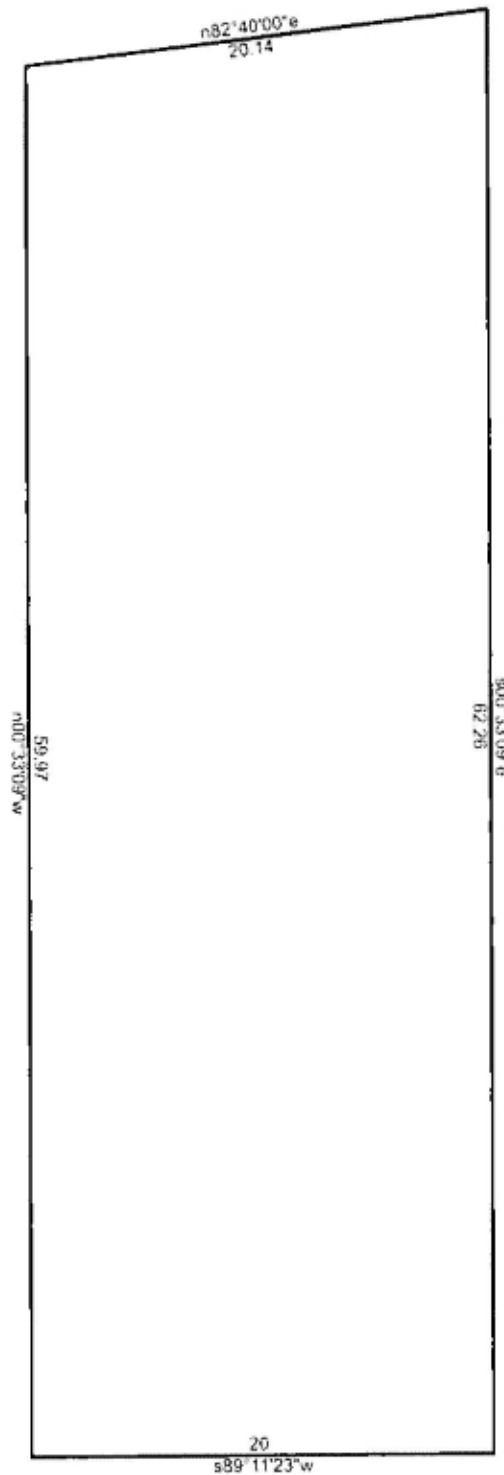
George L. Talbot Jr.
George L. Talbot Jr., Trustee
and Successor Trustee
Trustee and Successor Trustee

On the date first above written personally appeared before me, George L. Talbot, Jr., Trustee and Successor Trustee for Mary Sherner Talbot of The Talbot Family Revocable Trust, dated the 19th of May, 1992, who being by me duly sworn, acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustee and Successor Trustee given under the instrument creating said Trust, as that as Trustee and Successor Trustee they executed the same.

Jim C. Morris
Notary Public



3184683
BK 7340 PG 485



13821_S-0089(406)398_15P_427_C_DeedPlot

6/7/2019

Scale: 1 inch= 8 feet

File: 13821_S-0089(406)398_15P_427_C_DeedPlot.ndp

Tract 1: 0.0281 Acres (1222 Sq. Feet). Closure: n00.0000e 0.00 ft. (1/76357), Perimeter=162 ft.

01 n82.4000e 20.14

02 s00.3309e 62.26

03 s89.1123w 20

04 n00.3309w 59.97

STAFF REPORT



COUNCIL MEETING DATE: February 4, 2021

ITEM NO.:

TYPE OF ITEM: Consent

SUBJECT/AGENDA TITLE: A Resolution Authorizing the disposal of cubicles from the Police Department

EXECUTIVE SUMMARY: The City recently obtained new cubicles for the patrol section of the police department. Procurement of these cubicles has eliminated the need for the existing patrol cubicles. The City has no foreseeable reason to continue to own this property. City staff would like to be able to donate, dispose of, or sell this equipment. This resolution would enable the City Manager to dispose of this property as he best sees fit.

Council Options: 1) Approve the resolution authorizing the disposal of this equipment; 2) Approve the resolution with any modifications that the Council deems appropriate; 3) Decline to adopt the Resolution and remand to staff with further direction.

Recommended Options: Staff recommends that the City Council approve the resolution authorizing the disposal of the equipment.

Fiscal Impact & Fund Source for Recommended Action: City Staff does not anticipate any costs to the City based on the passage of this resolution. Although unlikely, any proceeds would be deposited in the City's general fund.

Attachments:

RESOLUTION 21-~~XX-XX~~

**AUTHORIZING THE DISPOSAL OF CUBICLES THAT HAD BEEN USED BY
THE PATROL DIVISION OF THE POLICE DEPARTMENT**

WHEREAS, Kaysville City (hereinafter “City”) has cubicles that the Police Department has used in the past; and

WHEREAS, City recently obtained new cubicles that will replace the existing cubicles; and

WHEREAS, the City’s purchasing policy dictates that disposition of items valued above \$10,000 must be authorized by the City Council; and

WHEREAS, the City has no continued or foreseeable use for this property; and

WHEREAS, the City, in exercise of its management of public property, believes that it is in the best interest of the public to dispose of these cubicles.

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

1. The City Manager, or his designee, is directed to conduct negotiations for the disposal of these cubicles. The City Manager is authorized to donate this equipment to another municipality if the Manager deems, in his discretion, that to be the most prudent course of action.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **4th day of February, 2021**.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: February 4, 2021

TYPE OF ITEM: Consent

PRESENTED BY: Josh Belnap

SUBJECT/AGENDA TITLE: State Utility License Agreement Renewal

EXECUTIVE SUMMARY:

With some changes to State Law, UDOT has decided to make some changes to their State Utility License Agreements (SULA) and executing these new agreements with each of the utilities that have infrastructure located within UDOT rights of way. The agreements help to establish appropriate insurance coverage and that those working on UDOTs roads will abide by department requirements for traffic control and permitting. Without the agreements, utilities would not be able to obtain entry or excavation permits in those rights of way.

Kaysville City has multiple utilities located within UDOT right of ways and needs to renew their agreement with the department.

Council Options: Approve/Deny

Recommended Options: Approve

Fiscal Impact & Fund Source for Recommended Action: NA

Attachments: SULA Agreement

STATEWIDE UTILITY LICENSE AGREEMENT

NON-INTERSTATE

This **AGREEMENT** is made by and between the **Utah Department of Transportation**, ("UDOT") and **Kaysville City Corporation** ("City"), a political subdivision of the State of Utah. Each as party ("Party") and together as parties ("Parties").

RECITALS

WHEREAS, the Parties desire to assist in expediting the approval of UDOT permits for operating, constructing, and maintaining utility lines and related facilities ("Facilities") within state highway rights-of-way; and excluding longitudinal installations within the interstate highway rights-of-way; and

WHEREAS, the terms of this agreement shall apply to all issued encroachment permits; and

WHEREAS, this agreement shall apply to approved location and encroachment permits on state highway rights-of-way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the Parties desire that this agreement supersedes all previous utility license agreements executed between the Parties.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

- 1. LICENSE:** UDOT grants a non-exclusive license to the City for Facilities that have been granted or will be granted an encroachment permit pursuant to Utah Administrative Code R930-7.
- 2. UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not an encroachment permit or a guarantee of an encroachment permit. However, UDOT agrees to promptly review any application for an encroachment permit that the City files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7.
- 3. APPROVAL:** Unless otherwise stated herein, or in any particular encroachment permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Encroachment permit applications shall be presented to the appropriate UDOT Region/District Permits Office. UDOT may apply special limitations for any work within the right-of-way. The issuance and approval of an encroachment permit enables the City to proceed with the utility construction and permitted use in accordance with the terms of the encroachment permit.
- 4. RESERVATION AND SPECIAL PROVISIONS:** UDOT has the right to require an agreement or specific

encroachment permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by UDOT may be incorporated into any encroachment permit issued after this agreement is executed.

5. **INSPECTION:** UDOT may perform routine inspection of utility construction to monitor compliance with this agreement, encroachment permit, and with state and federal laws and regulations. UDOT's inspection does not relieve the City of its responsibilities in meeting the encroachment permit conditions and UDOT's specifications. The City is responsible for UDOT's inspection costs.
6. **COSTS:** The City shall pay the entire cost of the Facilities installation.
7. **BEGINNING CONSTRUCTION:** The City shall not begin any utility construction on UDOT right-of-way until UDOT issues the encroachment permit. The City shall complete the utility construction in accordance with UDOT requirements and within the allowable time period.
8. **TRAFFIC CONTROL:** The City shall conduct its utility construction and maintenance operations in compliance with UDOT's current Utah MUTCD or UDOT TC Series Drawings, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The City shall submit in advance traffic control plans showing detours and signing operations to allow UDOT reasonable time to review the plans. The City shall not perform full or partial lane closure without prior approval of the UDOT Region/District Director or authorized representative. The City shall conform to UDOT approved traffic control plans and encroachment permit conditions.
9. **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The City shall perform all utility construction on UDOT right-of-way in compliance with R930-7, UDOT's then current Standard Specifications for Highway and Bridge Construction, UDOT's Permit Excavation Handbook, and all applicable state and federal laws and regulations.
10. **EMERGENCY WORK:** Emergency work may be done without prior encroachment permit if imminent danger of loss of life or significant damage to property exists. In emergency work situations where traffic lanes will be partially or fully blocked, the City or its representative will contact the UDOT Traffic Operations Center at (801) 887-3710 prior to establishing traffic control. In all emergency work situations, the City or its representative shall immediately contact UDOT on the first business day after the emergency and complete a formal encroachment permit application. Failure to contact UDOT for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the City, emergency work may be performed by a bonded contractor, public agency, or a utility

company. In all cases the City shall comply with the state law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior encroachment permit.

11. **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT OR TRANSPORTATION FACILITIES:** Any traffic signal equipment or transportation facilities, which are disturbed or relocated as a result of the City's work, must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment or transportation facilities must be done at the City's expense by a qualified electrical contractor experienced in signal installation or a qualified contractor experienced in restoring other transportation facilities, retained by the City and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal or transportation facilities operation is kept to a minimum.
12. **ACCESS:** Access for Facilities installation on the UDOT right-of-way shall be allowed only by a permit issued by UDOT to the City. The City will obtain the permit and abide by all conditions for policing and other controls in conformance with Utah Administrative Codes R930-6 as amended.
13. **MAINTENANCE:** The City shall at all times maintain, repair, construct and operate its Facilities at its expense. The Facilities will be serviced without access from any interstate highway or ramp. If the City fails to maintain its Facilities, UDOT may notify the City of any required maintenance needs. If the City fails to comply with UDOT's notification and complete the needed maintenance, then UDOT reserves the right, without relieving the City of its obligations, to reconstruct or make repairs to the Facilities to protect the right-of-way, as it may consider necessary, and the City shall reimburse UDOT for its cost.
14. **LIABILITY:** The City is not required to post a continuous bond as long as the City is a current member of the Utah Local Governments Trust. If the City is not a current member, the City shall maintain continuous commercial general liability (CGL) insurance with UDOT as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate. The liability of the City shall not be limited to the amount of the insurance policy. The policy shall protect the City and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the City's operations in the right-of-way. The City shall notify UDOT immediately in writing at the address listed below if this insurance is planned to be terminated or is terminated.

Or the City shall be self-insured to the limits stated in the Governmental Immunity Act, Utah Code Section 63G-604(1). Evidence of self-insurance must be provided by a letter from the City's Attorney or Risk Department. The City shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the City and UDOT as additional insureds. Such insurance shall protect the City and UDOT from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from

work or operations performed in the right-of-way by itself, contractors, subcontractors or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products, and completed operations. This insurance coverage shall be maintained for a continuous period until the City's Facilities are removed from UDOT's right-of-way.

Statewide Utilities Director
Utah Department of Transportation
4501 South 2700 West
Salt Lake City, Utah 84114-8460

UDOT may require a bond from the City for encroachment permits issued under this agreement (Utah Administrative Code R930-7-6(6)(b)). The amount of the bond will be set according to the permitted scope of work but not less than \$10,000. UDOT may proceed against the bond to recover all expenses incurred by UDOT, its employees or representatives to restore the sections of roadway not completed or damaged by the City to UDOT standards. The liability of the City shall not be limited to the amount of the bond.

The City will indemnify, defend, and hold harmless UDOT, its employees, and the State of Utah from responsibility for any damage or liability arising from City's construction, maintenance, repair, or any other related operation during the utility construction or as a result of the work pursuant to permits issued under this agreement.

15. **CANCELLATION OF ENCROACHMENT PERMITS AND LICENSE AGREEMENT:** UDOT may cancel the encroachment permit or this agreement for the following: a) any failure on the part of the City to comply with the terms and conditions set forth in the license agreement or the encroachment permit; and b) the failure of the City to pay any sum of money for costs incurred by UDOT in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the Facilities. UDOT also may remove the Facilities and restore the highway and right-of-way at the sole expense of the City. Prior to any cancellation, UDOT shall notify the City in writing, setting forth the violations, and will provide the City a reasonable time to correct the violations to the satisfaction of UDOT. This agreement does not limit UDOT's authority under Utah Administrative Code R930-7.
16. **ASSIGNMENT:** Permits shall not be assigned without the prior written consent of UDOT. All assignees shall be required to execute a license agreement.
17. **SUCCESSORS AND ASSIGNS:** All obligations and agreements herein contained shall be binding upon the parties, their successors and assigns.
18. **FACILITIES CLEARANCE REQUIREMENT:** Facilities must be installed both above ground and buried to the proper vertical and horizontal clearances and minimum depth of bury according to the encroachment permit and Utah Administrative Code R930-7 to avoid conflict with UDOT's normal and routine maintenance activities. The City

shall avoid such conflicts by placing its Facilities in compliance with the required horizontal and vertical clearances and minimum depth of bury. If a variance in horizontal or vertical clearances or minimum depth of bury occurs in the field during utility construction, the City will seek a deviation approval from UDOT and amend the original encroachment permit to reflect the variance and deviation approval. UDOT's normal and routine maintenance operations are those not requiring excavations in excess of the minimum horizontal and vertical clearances and depth of bury.

In all cases the City shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the Facilities to meet the required horizontal and vertical clearances and minimum depth of bury. Any noncompliance to the above requirements may result in cancellation of the City's encroachment permit or this agreement. If the noncompliant Facilities need to be moved due to a UDOT project and there was no deviation granted by UDOT for the variance in horizontal or vertical clearances or minimum depth of bury less than minimum standards, the City must pay 100% of the relocation costs for that portion of the Facilities that were installed in violation of UDOT's required clearances at the time the encroachment permit was issued. If the City was granted a deviation, the City must provide the permit describing the deviation.

19. TERMINATION OF LICENSE AGREEMENT: This agreement will terminate in five years unless both Parties agree in writing within the five years to renew the agreement for an additional five years. However, this agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active encroachment permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits and R930-7. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (14) above continues until City's Facilities are removed from UDOT's right-of-way. The indemnification obligations in this agreement shall survive termination of the agreement.

20. MISCELLANEOUS:

- a. The permitted use and occupancy of right-of-way for non-highway purposes is subordinate to the primary and highest interest for transportation and safety of the traveling public.
- b. The failure of either Party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either Party to exercise any rights or remedies provided in this agreement, or by law, will not release either Party from any obligations arising under this agreement.
- c. Each Party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other Party.

- d. This Agreement does not create any type of agency relationship, joint venture, or partnership between UDOT and City.
- e. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.
- f. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.
- g. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
- h. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by authorized representatives of each Party.
- i. The date of this agreement is the date this agreement is signed by the last Party.



Kaysville City Corporation
Street Address
City, State, Zip
Federal ID No.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

Approved by Kaysville City Corporation

By: _____
Signature _____ Date _____
Name: (printed) _____ Title _____

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Corey D. Nelson, PE, PTOE _____ Date _____
Statewide Utilities Director

UDOT COMPTROLLER'S OFFICE

By: _____
Kristi Barney _____ Date _____
Contract Administrator

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation on March 5, 2019.

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: February 4, 2021

TYPE OF ITEM: WORK

PRESENTED BY: - Shayne Scott

SUBJECT/AGENDA TITLE: - Animal Control Agreement

EXECUTIVE SUMMARY:

This agenda item and the included Amendment #6 is an Interlocal Agreement between Kaysville and Davis County for Animal Control Services. This amendment is only intended to be in place through 2021 as we transition to Davis County establishing a tax levy specific to Animal Control Services. If successful, a plan would be put in place to transition cities out of this service altogether.

Great things are happening in Davis County Animal Control. This agreement is an important step as we move forward on meeting this important need in our city and in Davis County.

Council Options: Discuss the proposed agreement. Move this item to action or remand it back to staff with further direction.

Recommended Options: - Move this item to a future Action agenda

Fiscal impact & Fund Source for Recommended Action: - Animal Control Services

Attachments: - Letter and Agreement



Animal Care of Davis County

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

To: Shayne Scott

From: Rollin Cook

Date: January 20, 2021

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

Mr. Scott,

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

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

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

Annual Expenditures:

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

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



Animal Care of Davis County

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

Wildlife Services:

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

Capital Projects Fund:

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Rollin Cook".

Rollin Cook

Director

Animal Care of Davis County

AMENDMENT NO. 06 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 06 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 6”) is made and entered into as of January 1, 2021, by and between Davis County, a political subdivision of the state of Utah (the “County”), and Kaysville City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 6 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-246 (the “Agreement”); and
- B. The Parties, through this Amendment No. 6, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 6, the Parties do hereby agree as follows:

1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City’s 2021 calendar year obligation to the County for service calls,
excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2021 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,134,321.20
	Operating:	\$385,687.54
	Capital Equipment:	\$210,493.44
	Allocations:	+ \$166,310.00
	Total Expenditures:	\$2,896,812.18
Projected 2021 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$180,500
	Surgical Fees:	\$48,000
	Wildlife Fees:	\$12,823.50
	Donations:	\$1,500
	Total Revenues:	+ \$5,000 \$467,823.50
Projected 2021 Expenditures Less Projected 2021 Revenues:		\$2,896,812.18 - \$467,823.50 \$2,428,988.68
Combined Cities’ 50% Obligation:		\$2,428,988.68 x 0.50 \$1,214,494.34
Average of the City’s Total Billable Calls for 2019 and 2020:		635
Average of Combined Cities’ Total Billable Calls for 2019 and 2020:		9784
The City’s 2020 Usage Rate:		$\frac{635}{9784}$ =6.4912%
The City’s 2021 Calendar Year Obligation to the County:		\$78,835.05

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2021 calendar year obligation to the County for
wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2020:	91
Cost to City for Each Wildlife Call in 2020:	\$25.75
The City's 2017 Calendar Year Obligation to County for Wildlife Calls:	\$2,343.25

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2021 calendar year obligation to the County for
the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2021 Obligation of the Combined Cities:	\$56,200.00
The City's 2020 Usage Rate:	6.4912%
The City's 2021 Calendar Year Obligation to the County:	\$3,648.04

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Discontinuation of Wildlife Services.** In reference to Section 1(b) of the Agreement *Wildlife Services*, the County and the City discontinued the pick-up and euthanasia of wild nuisance animals, such as raccoons and skunks, trapped within City's limits as of July 01st, 2020. This Amendment No. 6, includes the City's obligation for wildlife services up-to and including the discontinuation date of July 01st, 2020 and the city will not be charged beyond that date for wildlife services within the City's limits.
3. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement *Capital Projects Fund Regarding the Shelter*, this Amendment No. 6 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2021. The parties hereby agree to extend the obligation to contribute to the capital projects fund as calculated in the Agreement and summarized below:
 - a. The Combined Cities' annual calendar year obligation for 2021 to the Capital Projects Fund Regarding the Shelter as referenced in Exhibit A above will be \$56,200. The City's specific portion of the Combined Cities obligation, shall be the average of the City's calls for animal care and control services for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control services for the two calendar years immediately prior ("Usage Rate") multiplied by the Combined Cities' calendar year obligation.
4. **Term of Agreement.** In reference to Section 10 of the Agreement *Term of Agreement*, this Amendment No. 6 shall, subject to the termination and other provisions set forth therein,

terminate on December 31, 2021 at 11:59 p.m. (the “Term”) The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

5. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 6, the terms and conditions of the Agreement shall remain in full force and effect.
6. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 6 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	KAYSVILLE CITY
By: _____ Chair, Board of Davis County Commissioners Date: _____	By: _____ Mayor Date: _____
ATTEST: _____ Davis County Clerk/Auditor Date: _____ —	ATTEST: _____ City Recorder Date: _____ —
APPROVED AS TO FORM: _____ Davis County Attorney’s Office Date: _____ —	APPROVED AS TO FORM: _____ City Attorney Date: _____ —

STAFF REPORT



COUNCIL MEETING DATE: February 4, 2021

ITEM NO.:

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: An ordinance prohibiting certain vehicles from parking in electric vehicle charging stalls.

EXECUTIVE SUMMARY: The City recently installed stations to charge electric and hybrid vehicles. City staff has received some complaints that non-electric or non-hybrid vehicles are parking in these stalls. This ordinance would prohibit this behavior and impose a civil penalty as a sanction for those violating this ordinance.

Council Options: 1) Approve the ordinance regarding parking in electric vehicle charging stalls; 2) Approve the ordinance with any modifications that the Council deems appropriate; 3) Decline to adopt the ordinance and remand to staff with further direction.

Recommended Options: Staff recommends that the City Council approve the ordinance governing parking in electric vehicle charging stalls.

Fiscal Impact & Fund Source for Recommended Action: City Staff does not anticipate any costs to the City based on the passage of this ordinance. Any proceeds would be deposited in the City's general fund.

Attachments:

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 2B OF
THE KAYSVILLE CITY CODE BY ADDING AN
ADDITIONAL SUBSECTION TO SECTION 4 REGARDING
UNLAWFUL PARKING AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Kaysville City has installed equipment at City owned properties to allow for the charging of electric and hybrid vehicles;

WHEREAS, Kaysville City would like those spots to be used by those who have need to charge their cars; and

WHEREAS, the Kaysville City Council has determined that enforcing parking restrictions in this area advances the public health, safety, and well-being of Kaysville City.

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

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

Section Two: Amendment. Title 6, Chapter 2b, section 4 shall be amended to read as follows:

12. Electric Vehicle Stalls.

a. As used in this section:

- i. “Electric motor vehicle” means a motor vehicle that is powered solely by an electric motor drawing current from a rechargeable energy storage system.
- ii. “Plug-in hybrid electric motor vehicle” means a hybrid electric motor vehicle that has the capability to charge the battery or batteries used for vehicle propulsion from an off-vehicle electric source, such that the off-vehicle source cannot be connected to the vehicle while the vehicle is in motion.
- iii. “Electric vehicle charging station” means a public parking space that is:
 1. served by charging equipment that has its primary purpose the transfer of electric energy to a battery of other energy storage device in an electric motor vehicle or plug-in electric motor vehicle; and
 2. clearly marked with either:
 - a. conspicuous green pavement markings; or
 - b. clearly marked signage indicating that the stalls are electric vehicle charging station stalls.

- b. It is a civil infraction for any person to stop, stand, or park any vehicle in a City-owned electric vehicle charging station unless the vehicle is an electric motor vehicle or plug-in hybrid electric motor vehicle connected to the charging station and actively being charged.
- c. It is a defense to a civil charge under this subsection that the offending vehicle owner produces in person at the Kaysville City Hall proof that the offending vehicle was an electric motor vehicle or plug-in hybrid electric motor vehicle.

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

SECTION IV: Effective Date. This Ordinance shall become effective shall become effective 20 days after publication or posting, or 30 days after final passage by the governing body, whichever is sooner.

PASSED AND ADOPTED this ____ day of February, 2021.

KAYSVILLE CITY,
A Municipal Corporation

Katie Witt
Mayor

ATTEST:

Annemarie Plaizier
City Recorder