



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, February 18, 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.

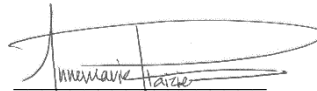
The agenda shall be as follows:

1. **OPENING**
 - a. Provided by Council Member John Adams.
2. **PRESENTATIONS AND AWARDS**
 - a. Presentation of Fire Fighter of the Year for 2020, Kelton Vine.
 - b. Presentation of 35 Years of Dedicated Service to Kaysville Fire Department, Floyd Landon.
 - c. Internet Connectivity Presentations:
 - i. Century Link.
 - ii. UTOPIA.
 - iii. Comcast.
 - d. Road Fee Update - Josh Belnap, City Engineer/Public Works Director.
3. **DECLARATION OF ANY CONFLICTS OF INTEREST**
4. **CONSENT ITEMS**
 - a. Approval of Minutes of January 23, 2021.
 - b. Approval of purchase for AMI Meters – Kaysville Power Department.
 - c. Interlocal Cooperation Agreement for Municipal Election Services with Davis County.
 - d. A resolution approving the County's creation of a Hazard Plan and authorizing the City Manager to take action to complete the City's participation.
5. **ACTION ITEMS**
 - a. Amendment No. 06 to Interlocal Cooperation Agreement for Animal Control Services with Davis County.
 - b. An Ordinance amending Section 6-2b-4 "Unlawful Parking" to prohibit certain vehicles from parking in electric vehicle charging stalls.
 - c. Rezone of 2.16 acres of property located at approximately 990 South Angel Street from the A-1 (Light Agricultural) zoning district to the R-1-LD (Residential Single Family Low Density) zoning district to include the PRUD overlay zone for Phil Holland.
 - d. Preliminary Plat for the Waterfront Estates PRUD Subdivision located at approximately 990 South Angel Street for Phil Holland.
 - e. A Resolution voicing opposition to House Bill 98 – "Local Government Building Regulations" and authorizing the council to correspond with Governor Cox regarding their position.

6. WORK ITEMS
 - a. Discussion of an Interlocal Agreement with Davis County for Paramedic Services.
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 and emailed copies to media representatives on February 12, 2021.



Annemarie Plaizier
City Recorder

KAYSVILLE CITY COUNCIL
ANNUAL RETREAT
January 23, 2021

Minutes of a special strategic planning retreat of the City Council held on January 23, 2021 at 8:00 a.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, Finance Director Dean Storey, City Recorder Annemarie Plaizier

CITY COUNCIL RETREAT

Mayor Witt opened the meeting and thanked the Council for being available to meet.

City Manager Shayne Scott presented a year in review. There were many events which occurred during 2020 and we are grateful for the work and professionalism of the employees and City Council to help get us through.

Finance Director Dean Storey presented a financial report of the city. While our financial statements generally look promising, there are a couple areas we might like to focus on. Proportionately our liabilities are favorable as we don't have any significant liabilities. We are in a better position than we were last year with our fund balances. Many of these funds are restricted on where and how they can be spent.

Council Member Tran arrived.

Mayor Witt commented that this city provides a lot of services for our residents on a lean budget.

Dean Storey said that the city was able to increase our fund balance over the last fiscal year, even with the transfer of money to the city hall project, the debt service fund, and to the ambulance enterprise fund.

Council Member Blackham commented that if we have any extra resources and money within our enterprise funds we could potentially use that to help the city in other areas. We could use those additional funds to pay off bonds so we don't have to pay the interest fees, and then pay our budget back to us without the interest. It would help us to save more money.

Council Member Barber said that owning our own power company is an asset that we could be utilizing more. We seem to have better rates than our competitor and we should be better at giving that benefit back to our residents.

Dean Storey said that when you're using enterprise funds you have to make sure that there's always

adequate cash in your enterprise funds and that you're generating enough rate revenue to cover your operating expenses. This year in every case of our operating basis, the fund had an operating loss. That doesn't necessarily mean that the cash went down a lot, but you've got to also take into account the depreciation, which is a non-cash transaction. Some of the expenditures will only be one-time expenses. We really need to look at our enterprise funds and make sure that our rate structure is such that we are covering our operating expenses, including depreciation.

Council Member Lortz commented that if we keep our capital expenditures equal to our depreciation we are giving us the strength to sustain our enterprise fund.

Mayor Witt asked about increasing our rates.

Dean Storey responded that at some point we will need to increase our rates for certain utilities, such as electrical and water.

Council Member Lortz commented that when we look at raising our rates we should have something we can give the public showing the reason why the rates are being raised and how we are setting up the city for the future. The city has a lot of needs that we need to consider and address.

Council Member Lortz added that he would like to see the city look into creating a peak usage premium to our electric rates, so it would be defined to a specific time period when the city is being hit with the most usage and cost to provide the service. It would help to incentivize people to lower their peak usage in order to get a reduction of what they are currently paying for. If we can get people to lessen the usage we wouldn't have to be paying more to upgrade our infrastructure.

Dean Storey explained that the city currently doesn't have any long-term obligations in enterprise activities. That's usually where you will see most of the debt within an entity. Mr. Storey reviewed the Interim Financial Report YTD with the Council. There is a substantial increase being shown under the city's Intergovernmental Revenues and that is attributed to the CARES Act funds received. When the FY2021 Budget was adopted we used fund balance to cover costs. From there it was split up between different expenditures. Our sales tax is ahead of where we had expected it to be, especially considering the pandemic.

The City Council directed Staff to look into what a RAMP tax might look like in Kaysville and have it ready to review at the Council budget retreat.

Council Member Blackham added that he would also like to see numbers on what it might cost the city to have a fleet program and what it might save the city long-term.

Council Member Adams said that he would like to see a definition of what our responsibility is as a city to our citizens and how that fits in with what we are trying to do. For instance, as we start talking about the RAMP tax it would be better if we had an idea of what we were going to use that tax for so we could inform our citizens of that vision and show how it will be beneficial to our citizens. Council Member Adams added that he would also like to see our downtown area get more focus.

Mayor Witt commented that our Strategic Plan showed us more about what our citizens are looking for from the city and it will need to continue to be updated every ten years or so.

Dean Storey said that if a RAMP tax were implemented the Council would decide how those funds are allocated. We can customize it to meet the needs of our city.

Mayor Witt asked about Truth in Taxation.

Council Member Lortz commented that he feels that it should be held so that there can be a conversation available between the Council and our residents. However he has some concern about what it will look like, including being open to not just accepting the market change.

Council Member Blackham said that it might be hard for many residents to take on a tax increase and a R.A.M.P. tax in one year, especially after the effects of the pandemic.

Council Member Barber said that holding a Truth in Taxation doesn't obligate the city to anything, but will give residents an idea of a possible proposed number so that we can get feedback about it.

Council Member Lortz added that the Council could set the rate that goes out in the notice, but that would be the maximum that the city could approve for that year.

Mayor Witt agreed that the hearing needs to continue to be held every year to give people a chance for residents to have the discussion and so we don't fall so behind on where we need to be with our taxes so we can't continue to cover the cost of providing services to our community.

Council Member Lortz added that when the hearing is held we need to also have a something we can show people which shows the purpose of the taxes and possible increase.

Mayor Witt suggested holding a Q&A session beforehand so people have a way to come and discuss the Truth in Taxation and have time to review it before it would be approved.

Dean Storey commented that a notice could be sent out to residents when we receive the numbers from the County Assessor's office, which is about 6 weeks before the Truth in Taxation would need to be held. We will have more information about this and other budget items at the budget retreat in April. Mr. Storey added that our City Accountant, Cami Moss, has announced that she will be leaving and so we hope to get someone else in her position quickly to help.

The City Council took a break at 10:00 a.m. and reconvened at 10:35 a.m.

Mayor Witt said that she has been part of meetings with the ULCT and other groups it is more important than ever that we are communicating with our representatives and senators.

The City Council discussed a few bills of interest being presented to the Utah Legislature.

Shayne Scott said that the connector road design has been completed and they are currently working on an engineer's estimate of cost. After we see what the cost estimate will be, we want to work on getting the right-of-way taken care of during 2021. We might be able to go out to bid by late 2021 and get started on construction early 2022. Currently the plan is to leave the Hansen

property out of the project and see if there is something that might be worked out in the future. The estimate of cost might affect that current decision, but we won't know until we get further information, hopefully within the next month.

The City Council discussed the city newsletter and made assignments for each edition for the year. The Council also discussed continuing to have a Q&A sessions each month on a Saturday and made assignments for each session for the year. The Council then discussed responsibilities of each Council Member and made adjustments.

Shayne Scott reviewed the calendar for City Council Meetings during 2021. The April 1, 2021 meeting will be cancelled because of spring break. The ULCT will be holding their spring conference on April 21-23, 2021 in St. George. Mr. Scott said that his contract expires this year and in February the Council will see an agenda item for the council to ratify the contract. This contract is in place because it helps protect the staff from a council action to try to remove a member of staff. It also allows him to be able to speak freely with the council and it sets expectations. It is very common for city managers to be hired with a contract. There have been a few additions to this proposed contract including being able to use the EV charging stations, the option of being able to telecommute one day a week, and also considering the removal of the expiration date on the contract date depending on what the Council decides is best. Mr. Scott said that even if the expiration date is removed, he feels there still should be a conversation about it every year or so.

Mayor Witt said that it is good common practice to go out to bid occasionally on services that we employ with the city. The two possible bids that the city might want to look at in 2021 would be for the auditor and for solid waste services.

Council Member Lortz proposed that we give those we have employed, and are happy with their services, the option to renew on mutually agreeable terms before we go out to bid. If you put it out to bid, many times those companies will raise their prices because they have to go through the cost of putting together the bid. It doesn't always result in a lower price so we want to treat our best vendors well and reward them if we are happy with their service and they are being transparent.

The City Council took a break at 11:36 a.m. and reconvened at 11:48 a.m.

Mayor Witt said that there has been a lot of work done towards our General Plan, but it has been difficult to get feedback from the community, especially through the pandemic. We are going to go back and try to reach out further and in other ways to try to get more responses. Many don't realize that these decisions will personally effect our community. It's important and we need that feedback from our residents. We do have an obligation to keep in mind the growth in our region and try to as best we can for some growth. We need to be flexible in some areas to accommodate for growth and be more forward thinking. Now might also be a good time to set a standard for certain sections our commercial corridors and how we want new development to look. It would be a way to help beautify our community and make it look more harmonious.

Council Member Blackham commented that he would like to have the PRUD ordinance reviewed and revised to help to better protect our community.

Council Member Barber added that she would also like to see something to help ensure open space areas are more usable.

Mayor Witt said that she would like to see the city consider creating a mixed-use zone so we have that option available in certain areas of our city. Mayor Witt said that she has been working to create an interfaith council to help unite the community further. It will also provide a way for us to be able to spread information more quickly and hopefully to more people.

Council Member Lortz said that we have invited our internet franchise agreement members to come present to the Council on February 18th during our meeting so they can show us how they are trying to increase internet connectivity in the city. The two main concerns the city has heard from our residents is that they don't have enough options and they don't have enough bandwidth, and so we would like to know what they are doing to help the community. We have some other groups who are still exploring Kaysville and see the opportunity to do something different here and we will likely hear more from that at some point.

Shayne Scott said that Chief Erickson has been working on an emergency management plan and would like to bring that before the council within the next couple of months.

Council Member Adams commented that the President of the DTC contacted him about possibly having some city police officers on site. At one point the city had discussed providing them a couple of officers but there wasn't money in the budget. The DTC is willing to help pay for half of it because they would like to get an officer there.

Shayne Scott added that the DTC does have security that they employ but they aren't officer certified.

Mayor Witt commented that it's a valid concern and as they continue to add onto the school, more students will be traveling here.

Council Member Lortz said that it's an important need for all of our schools, however the city already has limited officers available, and what school officers we do have are prioritized for the Jr. Highs. The city has seventeen schools within our boundaries and we are going to get another satellite school soon, and we don't have enough officers to be in our schools as it is.

Shayne Scott said that he would like to see the city hold the Kaysville University again this year and to do it in conjunction with the upcoming election.

Mayor Witt suggested it be done as more of an open house rather than over multiple weeks because it's hard for people to commit to multiple weeks.

Shayne Scott responded that the reason they did it over several weeks was so that they could get more into depth for each area of the city.

Council Member Tran suggested that the university be hold over a limited amount of weeks, with trips to visit our facilities included.

Shayne Scott explained that at a recent Council meeting it was explained that the county is looking

to put their paramedic services onto the cities to provide for themselves. Since then we have been assigned into a paramedic district which includes Farmington, Fruit Heights and Kaysville. The conversations that have occurred between these cities have been very positive and we will continue to bring updates to the Council throughout the process of taking that over.

Mayor Witt commented that the city will also be working with the county regarding their animal control services and the possibility of turning that over to them completely within the next five or ten years. There will likely need to be an adjustment to taxes to accommodate for that.

Council Member Barber commented that every department has a need for more staffing, but the Parks and Recreation Department has been overlooked for several years and are really understaffed. We were struggling to hire more staff even before COVID. It's been hard to get people to come and work. The city continues to approve more parks in the city and we don't have the additional staff to help maintain them. There are many areas within the Parks and Recreation Department that needs to be addressed.

Mayor Witt said that she is glad to have hired the additional firefighters, but had there been more discussion between staff and Council, we might have allowed for the additional employees to be given to other departments instead or as well. Some members of staff have mentioned they wish they would've been given more of an opportunity to speak with the council about the additional firefighters.

Council Member Barber commented that it was important to the safety of our community to approve the additional firefighters. The Parks and Recreation Department wasn't requesting more employees at the time or they might have been considered as well.

Mayor Witt said that going forward we should have more discussion with staff so it's not as big of a surprise to them. We need to remember to make sure that we are working with staff because we are all in this for the right reasons.

Council Member Barber said that the 4th of July committee has been meeting and trying to decide what our Independence Day celebrations might look like. They plan to hold the fireworks show because they put a down payment on them last year and never held the show because of COVID. They also would like to have a parade, but is not sure how they will be able to do it. We don't want to have a lot of people packed into one area because it would be irresponsible during this pandemic. Council Member Barber explained that because July 4th falls on a Sunday this year, the Independence Day celebrations will be held on Saturday, July 3rd.

Council Member Lortz suggested that we make a list of everything that needs to get done to improve our infrastructures in the city. If we have ten years of projects that need to get done, we could create one packet for infrastructure update and obtain a bond for that, and that would set the city up to get those done for the next twenty or thirty years. This is a way to get everything done that we need to.

Council Member Blackham asked if there is any way we could use our own money so we don't have to pay interest on a bond.

Council Member Lortz said likely we don't have enough internal funds to do it.

Council Member Blackham commented that if we get too many projects going it just overwhelms us.

Council Member Barber said that we could partially fund some of these projects, which would reduce the time and interest we would have on the bond.

Council Member Lortz said that if we were to take out a bond we could have construction lined up and get it all taken care of without having to draw this out for several years, likely costing us more money. We should explore taking a different approach to do what is in Kaysville's best interest and update our infrastructure. It's not a cheap endeavor but we can't sit back and do nothing.

Mayor Witt said that it has been suggested that we allow people to paint the exterior of utility boxes to bring more art within our city. We have creative people in our town and they want to express that creativity. Let's give this idea to the Parks and Recreation advisory board to see if they have any ideas about it.

Council Member Blackham suggested that we display local arts within the city hall building for a time period.

Council Member Tran made a motion to adjourn at 2:02, seconded by Council Member Barber and passed unanimously.

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: February 18, 2021

TYPE OF ITEM: Consent

PRESENTED BY: -

SUBJECT/AGENDA TITLE: Material Purchase

EXECUTIVE SUMMARY:

Purchase of AMI meters for future subdivisions and service upgrades.
Eaton is the sole source for our AMI meters.

Council Options: Approve, Deny, Table for more information

Recommended Options: Approve

Fiscal impact & Fund Source for Recommended Action: Submitted in FY21 Budget

Attachments: Quotation from Eaton



Powering Business Worldwide

Cannon Technologies, Inc.
3033 Campus Drive - Suite 350N
Minneapolis, MN 55441
Phone: (763)-595-7777
Fax: (763)-543-7777

Customer Quotation

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Sold-to address

KAYSVILLE CITY CORP
23 EAST CENTER STREET
KAYSVILLE UT 84037-1900
US

Ship-to address

KAYSVILLE CITY POWER & LIGHT
721 OLD MILL LANE
KAYSVILLE UT 84037-2409
US

Incoterms: Pre-Paid FOB PLANT
Payment Terms: Net 30 Days

Quotation Number Date
22674029 02/09/2021
Cust. purchase order no. Cust. no.
JLB 2-9-2021 59487
Prepared By
Jolene Bjorklund
Validity period
02/09/2021 to 03/09/2021
Sales Representative
900011408 / OPEN - SCOTT E BUSSING
Customer Service Contact
JOLENE BJORKLUND 763-543-7798

THIS DOCUMENT INCORPORATES AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS.

Item	Quantity	UOM	Description	Material No	Price	Ext. Value
Cust.item Catalog Number						
Cust.Material Number						
10	500	EA	RFN IT C2SXD 2S CL200 240V Lbl 420-ITC202SC121901 ITRON PN U930500 Commodity code 9028300000 Lead time 24 weeks ARO	420-ITC202SC121901	125.00	62,500.00
Product Subtotal						62,500.00
Cannon Frt Chg						1,250.00
Final amount in USD						63,750.00

Price are freight prepaid and billed at a cost of 2% of the total value of the transaction (5% if special Air Freight). If requested, Cannon Technologies, Inc. will ship freight collect.
Orders are accepted subject to Cooper Power Systems terms and conditions of sale which are included or have been provided previously to buyer.

02/09/2021
16:32:47



Powering Business Worldwide

Cannon Technologies, Inc.
3033 Campus Drive - Suite 350N
Minneapolis, MN 55441
Phone: (763)-595-7777
Fax: (763)-543-7777

Customer Quotation

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Quotation no./Date

22674029 / 02/09/2021

Sales Contact: BOB PUGH / 801-550-6552

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related

payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force

Terms and Conditions

Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products including all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CPS 04092020

20. Epidemic

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This agreement for Municipal Election Services is between Davis County, a political subdivision of the state of Utah (the "County"), and _____ City, a municipal corporation of the state of Utah (the "City"). County and City may be referred to collectively as the "parties" herein or individually as a "party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2021 upon the following terms and conditions; and

WHEREAS, the Parties pursuant to the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, are authorized to enter into this agreement.

The parties therefore agree as follows:

1. The County's Obligations. If a municipal primary election and a municipal general election is needed in August 2021 and November 2021, respectively, the County shall provide the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 1.7. Canvass reports;
 - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. The City's Obligations. The City shall:

- 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
- 2.2. Enter into a polling location Indemnification Agreement, if needed;
- 2.3. Perform Declaration of Candidacy filing;
- 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
- 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
- 2.6. Proof and approve the accuracy of the printed and audio of ballot formats;
- 2.7. Arrange and conduct election canvass;
- 2.8. Prepare candidate certificates;
- 2.9. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
- 2.10. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.

3. Compliance with Applicable Laws. Each party agrees to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.

4. Costs. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". City will submit payment to County within thirty (30) days of City receiving an invoice prepared by County relating to this agreement. If this agreement is terminated early by either party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this agreement prior to the date that this agreement is terminated.

5. Effective Date. The Effective Date of this agreement shall be on the earliest date after this agreement satisfies the requirements of the Act (the "Effective Date").

6. Term of Agreement. The term of this agreement shall begin upon the Effective Date of this agreement and shall, subject to the termination and other provisions set forth herein, terminate on the date that the parties have satisfied each of their respective duties under this agreement.

7. Termination of Agreement. This agreement may be terminated prior to the completion of the Term by any of the following actions:

- 7.1. The mutual written agreement of the parties;
- 7.2. By either party after any material breach of this agreement;
- 7.3. By either party, with or without cause, 30 days after the terminating party mails a written notice to terminate this agreement to the other party; or
- 7.4. As otherwise set forth in this agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

8. Damages. The parties acknowledge, understand, and agree that, for the duration of this agreement and unless otherwise agreed to in a separate and legally binding agreement between the parties, the parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
9. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., Utah Code Annotated as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the *Utah Governmental Immunity Act*.
10. No Separate Legal Entity. No separate legal entity is created by this agreement.
11. Approval. This agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.
12. Benefits. The parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a party are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party. County employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this agreement shall be construed as a continuing waiver of any part or provision of this agreement, which shall preclude the parties from receiving the full, bargained for benefit under the terms and provisions of this agreement. A waiver or modification of any of the provisions of this agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.
14. Assignment Restricted. The parties agree that neither this agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the parties.

15. Entire Agreement; Amendment. This agreement, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this agreement. Unless otherwise set forth in this agreement, this agreement supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this agreement. No amendment to this agreement will be effective unless it is in writing and signed by both parties.
16. Governing Law; Exclusive Jurisdiction. Utah law governs any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding (“Proceeding”) brought by one party against the other party arising out of this agreement. If either party brings a Proceeding against the other party arising out of this agreement, that party may bring that Proceeding only in a state court located in Davis County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such Proceeding.
17. Severability. The parties acknowledge that if a dispute arises out of this agreement or the subject matter of this agreement, the parties desire the arbiter to interpret this agreement as follows:
- 17.1. With respect to any provision that the arbiter holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
- 17.2. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written.
18. This agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same agreement.

WHEREFORE, the parties have signed this agreement on the dates set forth below.

	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:
CITY	
Printed Name:	City Attorney
	Dated:
Mayor Dated:	
ATTEST:	

Printed Name: _____ City Recorder Dated: _____	
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DAVIS COUNTY _____ Bob J Stevenson, Chairman Board of Davis County Commissioners Dated: _____ ATTEST: _____ Curtis Koch Davis County Clerk Auditor Dated: _____	REVIEWED AND APPROVED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW: _____ Davis County Attorney's Office Dated _____
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EXHIBIT A

(Election Costs Schedule)

Exhibit A - Election Cost Schedule
2021 General

Poll Worker Compensation	COST	Notes
Poll Manager (PM)	\$160.00	
Training Course(s)	\$50.00	
Assistant Poll Manager	\$160.00	
Training Course(s)	\$50.00	
Receiving Clerk	\$135.00	
Training Course(s)	\$35.00	
Ballot Clerk	\$135.00	
Training Course(s)	\$35.00	
Host	\$125.00	
Training Course(s)	\$25.00	
Alternate Poll Workers	\$437.50	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	.25 per mile	
Poll Worker Recruitment and Training		
Poll Worker Recruitment and Processing	\$8.00	
Training Creation and Preparation (Includes equipment and preparation)	\$500.00	Shared with all cities/districts
Poll Worker Handbook and Supplies (each poll worker)	\$5.00	This includes the cost of printing and mailing
Poll Worker Training (per person)	\$20.00	
Personal Protective Equipment and Supplies	\$1,500.00	Shared with all cities/districts
Equipment		
Express Vote	\$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	\$15.00	
DS200	\$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	\$15.00	
Voting Booth Rental (each)	\$5.00	
Vote Here Signs (4 per location)	\$5.00	
WIFI Connection	\$61.00	
Receiving Clerk Electronic Poll Book	\$75.00	
Ballot Printing Station	\$75.00	
Consumable Supplies		
Ballot Stock (BOD) per sheet	\$0.20	
Polling Location Supplies (per location)	\$35.00	(Forms, envelopes, instructions, signs, stickers, pens, etc.)
Rover Kits (each, usually need 5-7)	\$25.00	Shared equally by all cities/districts
Administrative Services		
Election Programming Per City/District	\$200.00	City/District Setup, Ballot Layout/Programming and Audio
Public L&A Demonstration (testing, programming & demonstration)	\$300.00	Shared equally by all cities/districts
Early Voting Administration	\$500.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - usually need 5-7)	\$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	\$1,500.00	Shared equally by all cities/districts
Election Night Security	\$150.00	Shared equally by all cities/districts
Rovers Training Class	\$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	\$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	\$250.00	
Canvas Preparation	\$50.00	
Equipment Delivery (per location)	\$50.00	
Equipment Pickup (per location)	\$50.00	
Web Support	\$150.00	Shared equally by all cities/districts
Provisional Verification (per provisional ballot)	\$0.80	
Election Administration Support	\$200.00	
Clerk Staff (per-hour for any additional services)	\$25.00	

By-Mail Supplies and Services**Supplies**

By-Mail Outer Envelopes	\$0.08	
By-Mail Inner Return Envelopes	\$0.095	
By-Mail Ballots	\$0.28	
Test Deck Paper Ballots	\$1,018.80	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	\$100.00	Shared equally by all cities/districts

Services

Election Art/Set-up Production By Runbeck	\$3,000.00	Shared equally by all cities/districts
Database Setup By Runbeck	\$3,000.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By Runbeck	\$0.25	
Signature Verification and Tabulation (each returned) By County	\$0.40	

Postage

Postage Outbound	\$0.12	Actual Postage
Postage In-Bound	\$0.68	Actual Postage
Returned Undeliverable	\$0.75	Actual Postage+Processing

STAFF REPORT



COUNCIL MEETING DATE: February 18, 2021

ITEM NO.:

TYPE OF ITEM: Consent

SUBJECT/AGENDA TITLE: A resolution approving the county's creation of a hazard plan and authorizing the City Manager to take action to complete the City's participation

EXECUTIVE SUMMARY: The County has been working with FEMA to create a county wide hazard plan. As part of that process, FEMA would like the County to obtain official endorsement of the plan. This resolution would officially endorse the on-going efforts of the County to develop a county-wide hazard plan. Further, the resolution would authorize the City Manager to take any steps necessary to complete the City's participation.

Council Options: 1) Approve the resolution approving the creation of the County's hazard plan and authorizing the City Manager to take the necessary action; 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 approving the creation of the hazard plan and authorizing the City Manager to complete any action needed by the City.

Fiscal Impact & Fund Source for Recommended Action: City Staff does not anticipate any costs to the City based on the passage of this resolution.

Attachments:

RESOLUTION 20-XX-XX

**EXPRESSING SUPPORT FOR THE DAVIS COUNTY MULTI-JURISIDCTIONAL
HAZARD MITIGATION PLAN AND AUTHORIZING THE CITY MANAGER TO
TAKE STEPS TO PERFECT THE CITY’S PARTICIPATION IN THIS PLAN**

WHEREAS, Kaysville City (hereinafter “City”) recognizes that health, safety, and welfare of its citizens are matters of paramount importance; and

WHEREAS, Kaysville City recognizes the threat that natural hazards pose to people and property within their jurisdiction; and

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has required that municipalities review and revise their local multi-hazard mitigation plan every five years to reflect changes in development, progress in local hazard mitigation efforts, and changes in mitigation priorities and submit their revised multi-hazard mitigation plan for review and approval by FEMA to remain eligible for pre-disaster mitigation grant funding; and

WHEREAS, the Emergency Services Division of Davis County has received a grant from FEMA to prepare a multi-jurisdictional hazard mitigation plan in accordance with the requirements of 44.C.F.R. 201.6 and the FEMA “Local Mitigation Planning Handbook”; and

WHEREAS, these requirements include obtaining formal resolutions of participation and support from stakeholder jurisdictions.

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

1. The City Council hereby intends to support the Plan update initiative by participating with the committee intended to develop revisions and updates to the Davis County Pre-Disaster Mitigation Plan.

2. At such time as the plan is in a form acceptable to the City Manager and Fire Chief, the City Manager is authorized to take any action necessary to perfect this hazard mitigation plan.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **18th day of February, 2020**.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: February 18, 2021

TYPE OF ITEM: ACTION

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: Adopt the attached Agreement
 Remand the Agreement back to Staff with further instructions

Recommended Options: - Adopt the Attached Agreement

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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Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

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 18, 2021

TYPE OF ITEM: Action

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 18th day of February, 2021.

KAYSVILLE CITY,
A Municipal Corporation

Katie Witt
Mayor

ATTEST:

Annemarie Plaizier
City Recorder

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: 2/18/2021

TYPE OF ITEM: ACTION

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Rezone of 2.16 acres of property located at approximately 990 South Angel Street from the A-1 (Light Agricultural) zoning district to the R-1-LD (Residential Single Family Low Density) zoning district to include the PRUD overlay zone for Phil Holland.

AND

Preliminary Plat for the Waterfront Estates PRUD Subdivision located at approximately 990 South Angel Street for Phil Holland.

EXECUTIVE SUMMARY:

A Zone change is being requested at the subject address in order to accommodate a proposed single-family dwelling 4 lot private lane subdivision. The property is currently zoned primarily to accommodate light agricultural uses allowing only 1 home per acre.

The requested R-1-LD zoning district allows for 2 units per acre. While limiting the total number of homes that could be built, the zone does allow for some flexibility in lot sizes where not lot can be smaller than 12,000 sq. ft.

The applicant has provided a site plan and preliminary plat indicating how they anticipate the property would be used. The plan includes a private street to serve the 4 proposed lots with a Y shaped turnaround that meets fire code standards.

As a rezone is needed to accommodate the proposed subdivision, the city council has broad discretion as to whether or not to approve the project. If the council is on board with the proposed project, the requested zoning and plat may be approved. In considering whether or not the project is appropriate the council should consider its compatibility with the general plan in addition to how well the proposal works at the specific location.

In regards to housing development, the City's **General Plan** states:

Identity and Character:

Kaysville should be primarily a residential community with a vision to promote business, industry, and public use.

Growth and Development

- A. Growth should mostly occur through development within the City. Development should improve public safety and sense of community. An adequate revenue base should be developed to fund City operations and infrastructure.
1. Refrurbish or replace deteriorating structures so that land is used to its long-term potential.
 2. Reserve land and promote development that is high quality, diversified and adaptable to changing conditions.
 3. Encourage businesses and industries to locate and invest within the City.
 4. Regulate the more intensive uses that create traffic and public service problems and costs.

Goals and Policies

I. Housing

- A. Housing should be located throughout the City and restricted only where it is incompatible with other necessary uses.
1. 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).
- B. The majority of the housing should be a single unit attached or detached. The City will seek to provide a variety of housing choices throughout the community including a means of r allowing homes of a variety of sizes. Multiple unit housing should consist mostly of duplexes (two unit structures) and some three to six unit structures dispersed throughout the City.
- C. Housing development should have a minimum of through vehicular traffic and a maximum of open space.
- D. Housing development should essentially pay for themselves.

Council Options: Approve, Deny, Table for more information.

Recommended Option: The Planning Commission held a public hearing during their meeting on January 28, 2021 after which they voted unanimously to recommend approval of the proposed rezone and preliminary plat with the following stipulations:

- The applicant provide an easement to the ponds on the west for city access in order to maintain the ponds to be shown on the final plat.
- The applicant indicate on the final plat the FEMA flood plain.

A separate motion is requested for the rezone and preliminary plat.

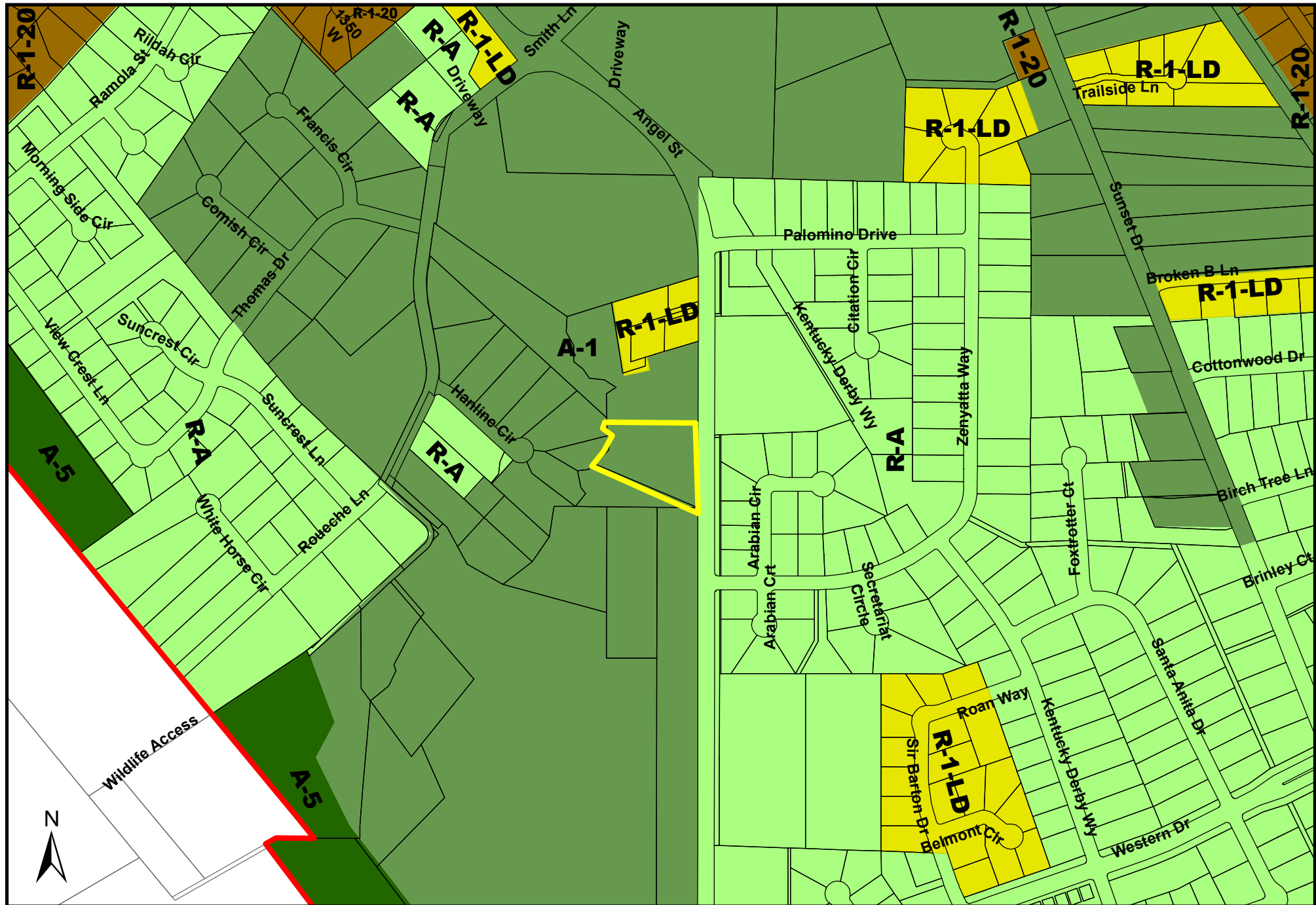
Fiscal impact & Fund Source for Recommended Action: N/A

Attachments: Area map, Zoning Map, Preliminary Plat with and without aerial, and Rezone Ordinance.

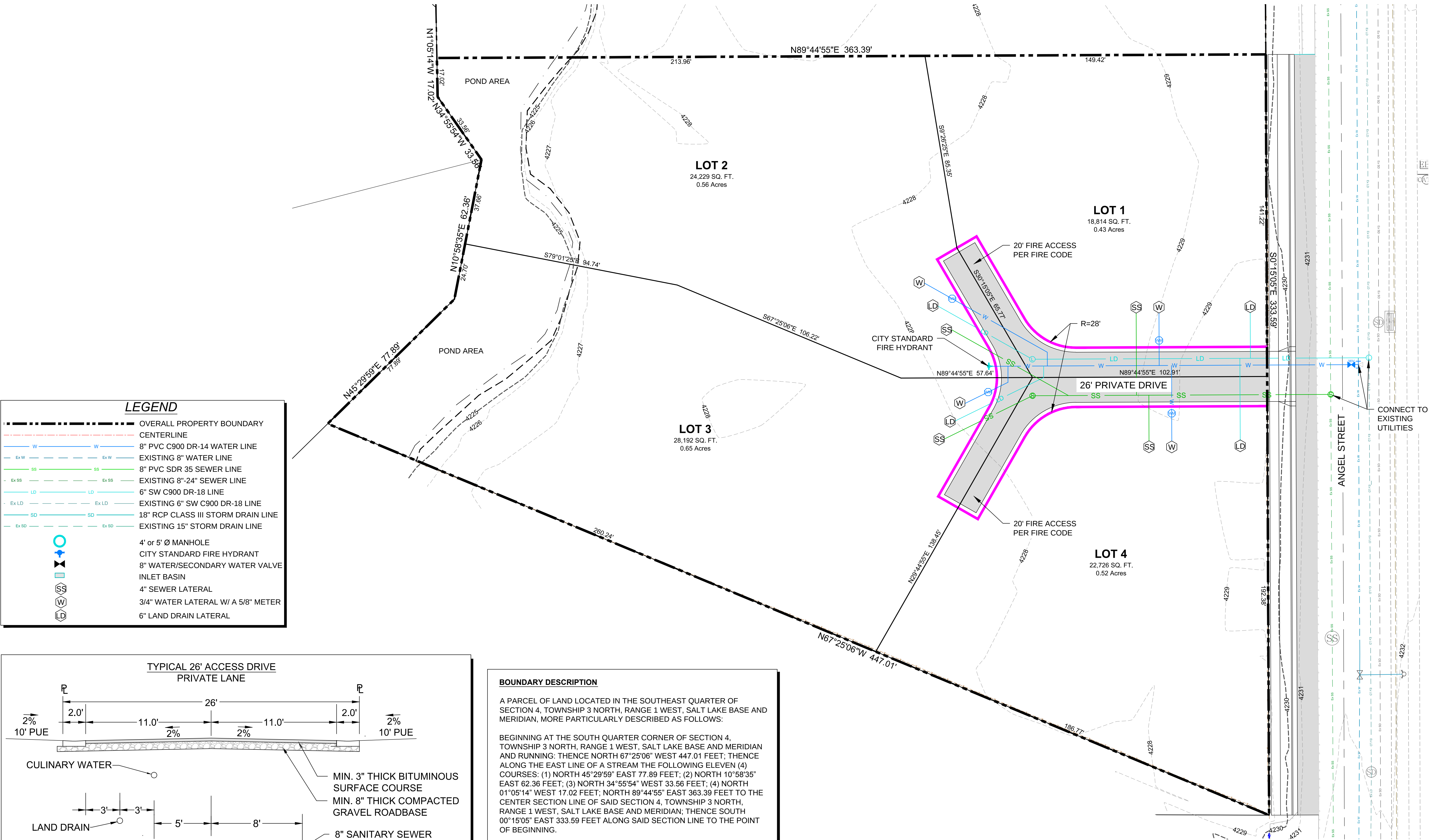
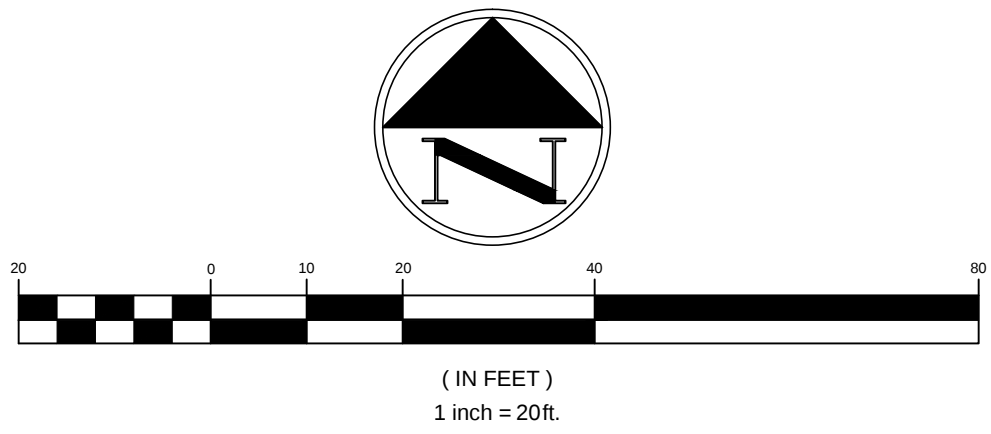
990 South Angel Street - Rezone from A-1 to R-1-LD PRUD



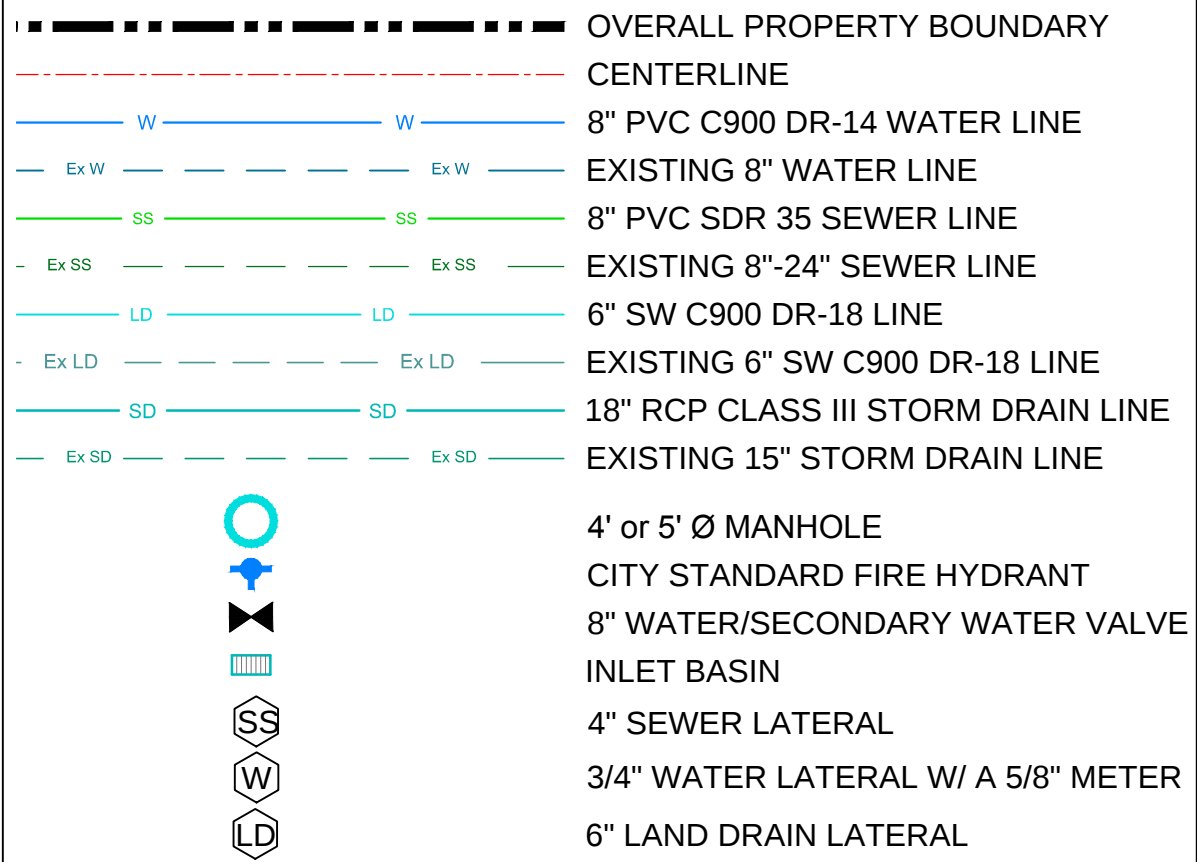
990 South Angel Street - Rezone from A-1 to R-1-LD PRUD



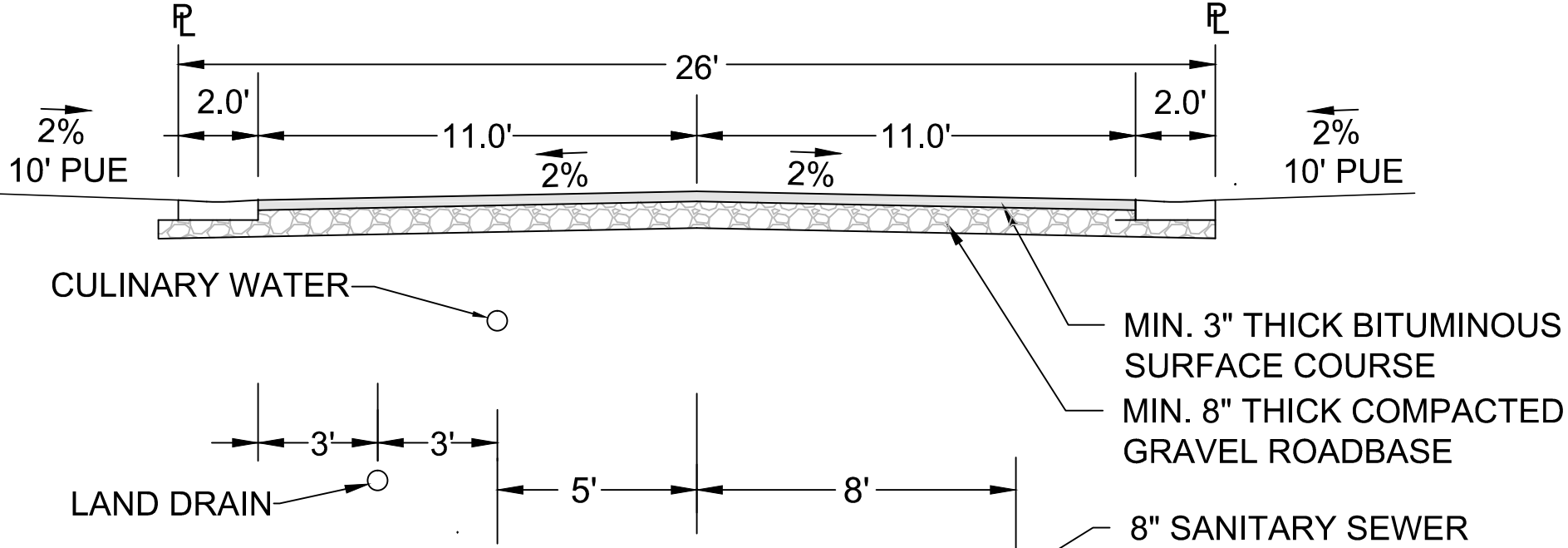
WATERFRONT ESTATES PRUD
PRELIMINARY PLAN



LEGEND



TYPICAL 26' ACCESS DRIVE
PRIVATE LANE



BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING: THENCE NORTH 67°25'06" WEST 447.01 FEET; THENCE ALONG THE EAST LINE OF A STREAM THE FOLLOWING ELEVEN (4) COURSES: (1) NORTH 45°29'59" EAST 77.89 FEET; (2) NORTH 10°58'35" EAST 62.36 FEET; (3) NORTH 34°55'54" WEST 33.56 FEET; (4) NORTH 01°05'14" WEST 17.02 FEET; NORTH 89°44'55" EAST 363.39 FEET TO THE CENTER SECTION LINE OF SAID SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°15'05" EAST 333.59 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

PARCEL CONTAINS 93,964.53 SQ. FT. 2.157 ACRES

REVISION

DATE

NO.

DRAWING IS NOT TO SCALE
IF BAR DOES NOT
MEASURE 1 INCH

WATERFRONT ESTATES PRUD

PRELIMINARY PLAN

KAYSVILLE CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE
Project Manager
2407 East 1375 South
Kaysville, Utah 84037
801.726.6797 (P)
smc@mea-inc.com

MEA
MECHANICAL ENGINEERING
& ARCHITECTURE, INC.



DESIGN: SPM

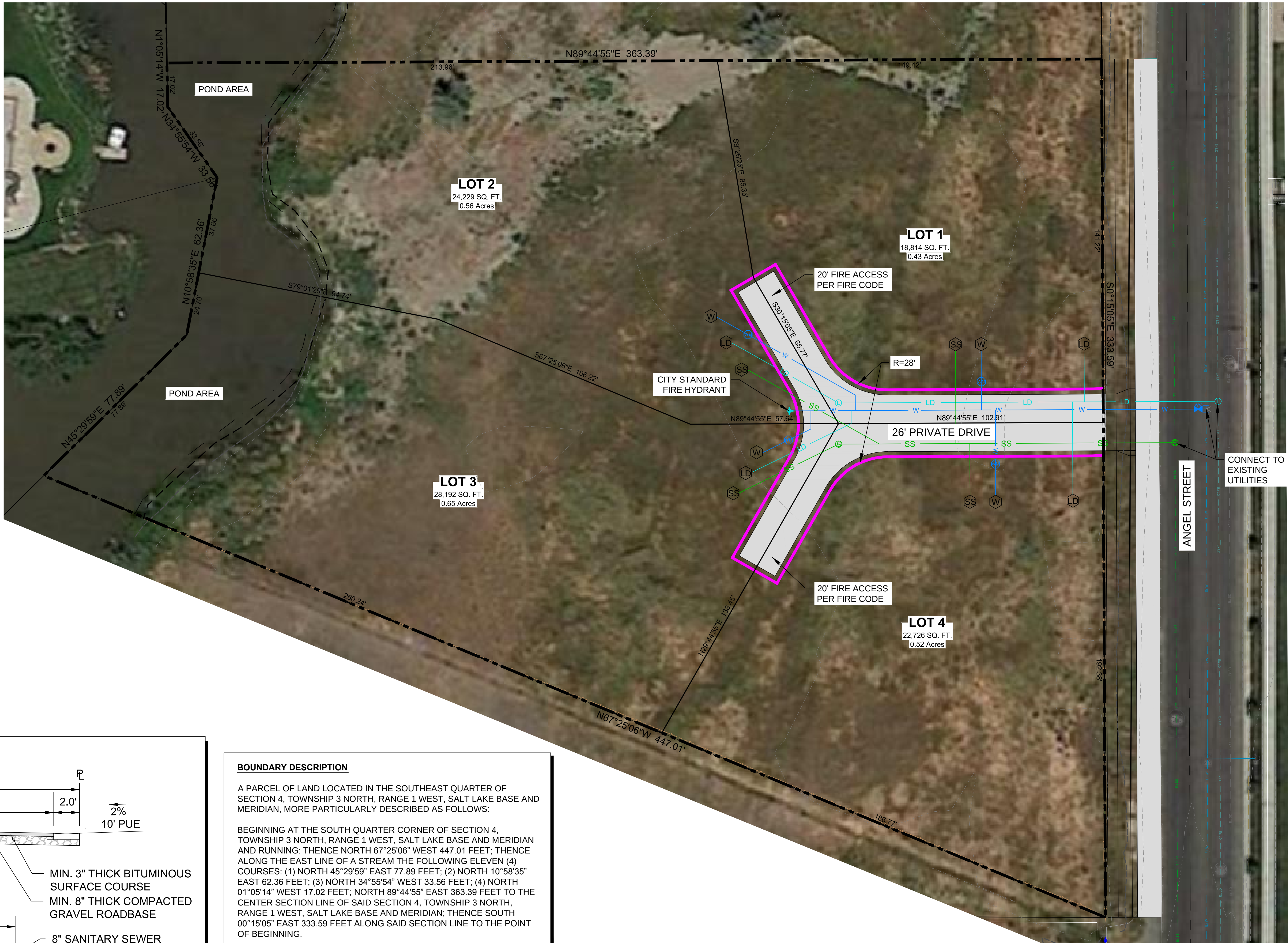
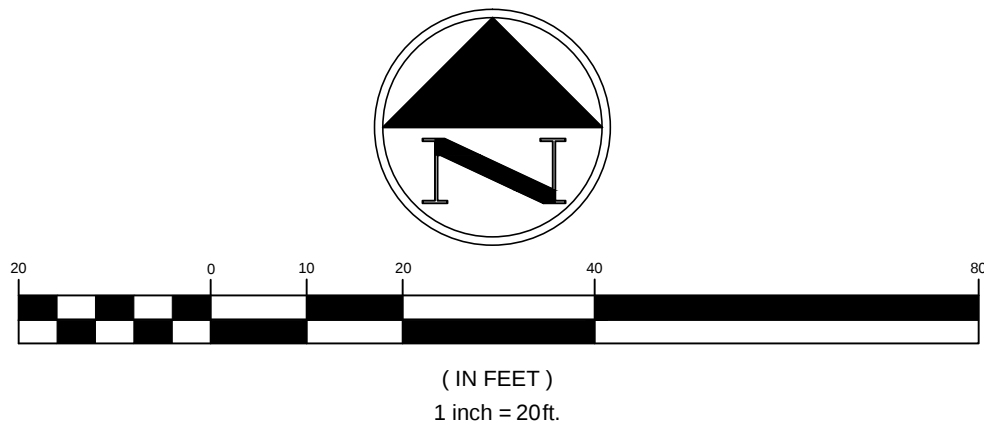
PROJECT: 1728

DATE: 12-21-20

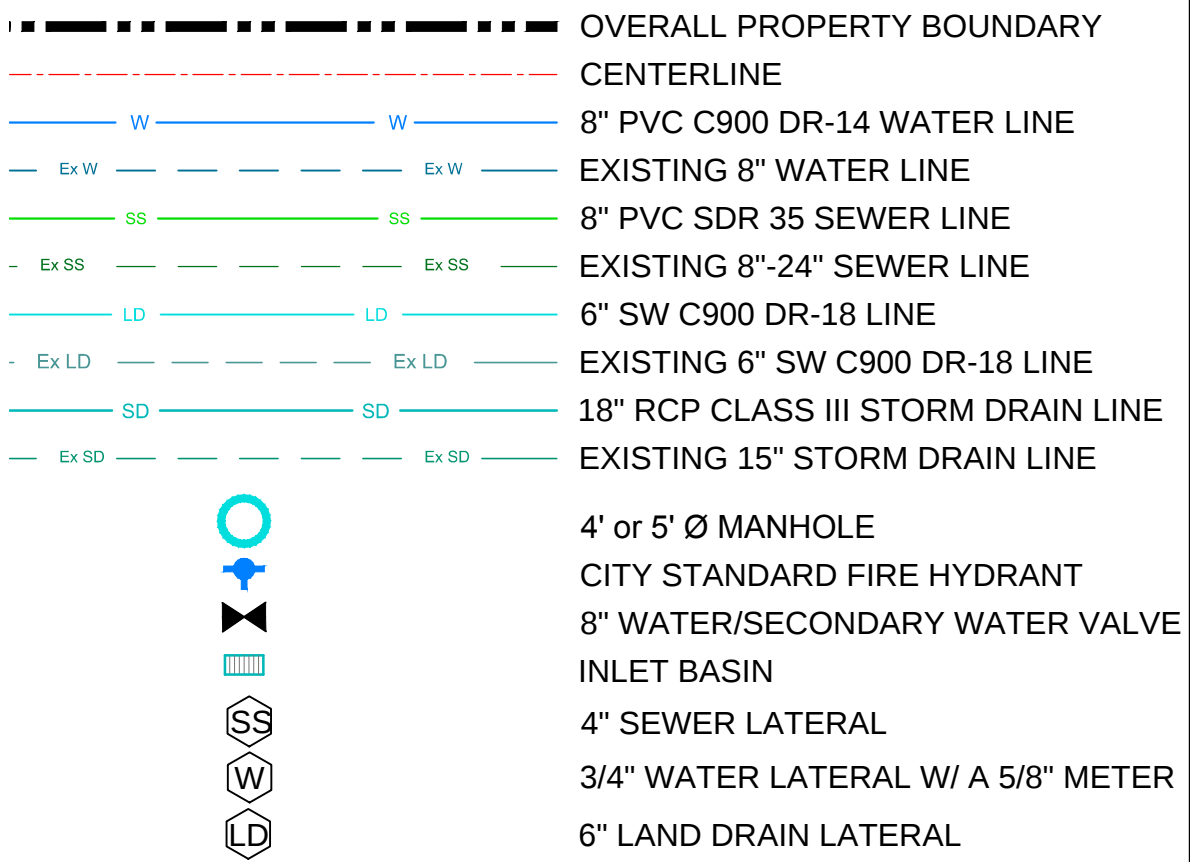
SHEET:

PRELIM

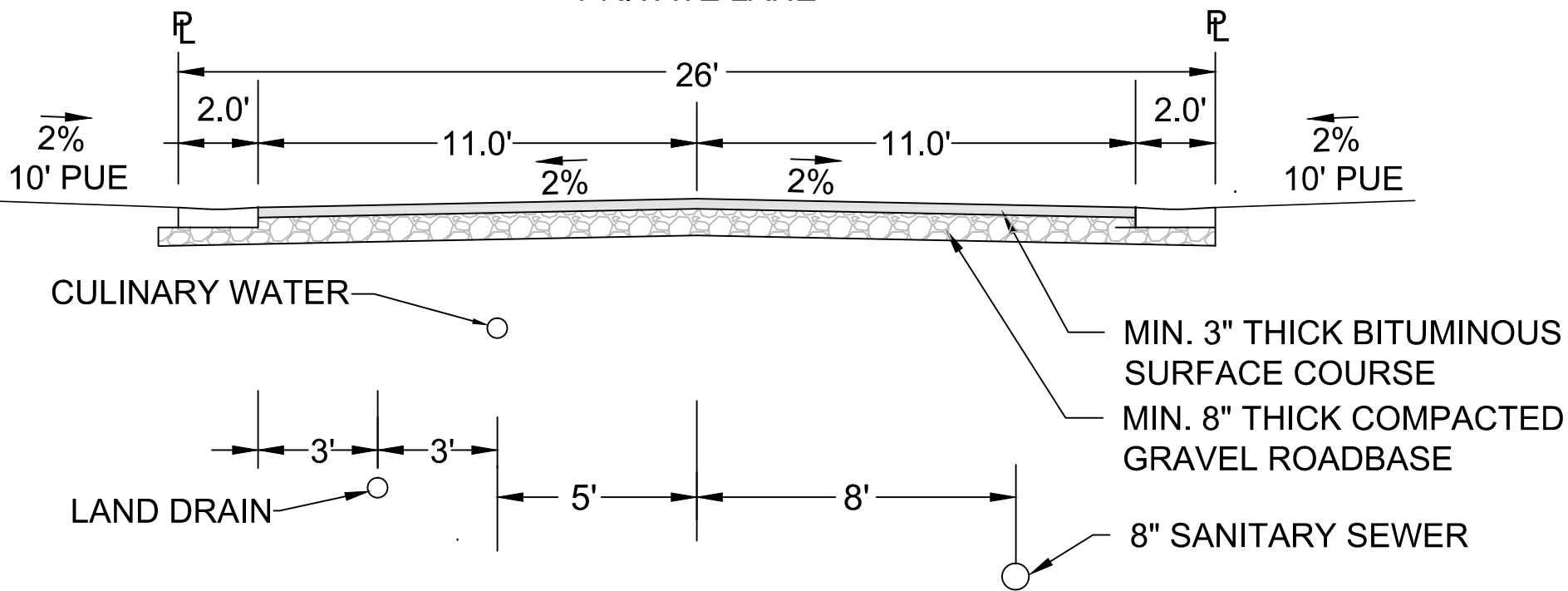
WATERFRONT ESTATES PRUD
PRELIMINARY PLAN



LEGEND



TYPICAL 26' ACCESS DRIVE
PRIVATE LANE



BOUNDARY DESCRIPTION

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BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 4, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING: THENCE NORTH 67°25'06\"/>

PARCEL CONTAINS 93,964.53 SQ. FT. 2.157 ACRES

REVISION

DATE

NO.

DRAWING IS NOT TO SCALE
IF BAR DOES NOT
MEASURE 1 INCH
0 1/2 1

WATERFRONT ESTATES PRUD

PRELIMINARY PLAN

KAYSVILLE CITY, DAVIS COUNTY, UTAH

Scott P. McFarland, PE
Project Manager
2407 East 1375 South
Kaysville, Utah 84037
801.726.6797 (P)
smc@mea-utah.com

MEA
MECHANICAL ENGINEERING
& ASSOCIATES, INC.



DESIGN: SPM

PROJECT: 1728

DATE: 12-21-20

SHEET:

PRELIM

ORDINANCE NO. 20-_____

AN ORDINANCE REZONING A CERTAIN PORTION OF KAYSVILLE CITY FROM THE A-1 (LIGHT AGRICULTURE) ZONING DISTRICT TO THE R-1-LD (SINGLE FAMILY LOW DENSITY) ZONING DISTRICT TO INCLUDE THE PRUD (PLANNED RESIDENTIAL UNIT DEVELOPMENT) OVERLAY ZONE FOR A PRIVATE STREET DEVELOPMENT, 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 the subject property from the A-1 district to the R-1-LD zoning district to include the PRUD (Planned Residential Unit Development) overlay for the purpose of creating a private street subdivision; and

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

WHEREAS, after providing notice and holding a Public Hearing the Kaysville City Planning Commission has made a recommendation to the City Council on said zoning action; and

WHEREAS, the City Council after due consideration of the R-1-LD district and PRUD overlay zone has concluded that it is in the best interest of the City and the inhabitants thereof that said zoning be implemented;

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 2.16 acres, shall be and the same is hereby rezoned and the Zoning Map amended by changing the zoning designation from the A-1 district to the R-1-LD district to include the PRUD overlay zone.

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 upon approval of a final subdivision plat found to be consistent with the provisions of the approved development agreement for the subject property.

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: February 18, 2021

TYPE OF ITEM: Action

SUBJECT/AGENDA TITLE: A resolution voicing opposition to House Bill 98 – Local Government Building Regulations and authorizing the council to correspond with Governor Cox regarding their position

EXECUTIVE SUMMARY: House Bill 98 proposes to allow developers to bypass City building inspections and limits some city-required building requirements. This resolution would voice the City's opposition to this bill. The resolution would also authorize the Mayor and City Council to correspond with Governor Cox about this issue.

Council Options: 1) Approve the Resolution voicing opposition to the bill and authorizing the council to correspond with Governor Cox; 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.

Fiscal Impact & Fund Source for Recommended Action: City Staff does not anticipate any costs to the City based on the passage of this resolution.

Attachments: Letter Regarding HB 98 addressed to Governor Cox

RESOLUTION 21-~~XX-XX~~

**A RESOLUTION VOICING OPPOSITION TO HOUSE BILL 98 – LOCAL
GOVERNMENT BUILDING REGULATIONS AND AUTHORIZING THE
COUNCIL TO CORRESPOND WITH GOVERNOR COX REGARDING THEIR
POSITION**

WHEREAS, Kaysville City (hereinafter “City”) currently inspects homes and businesses; and

WHEREAS, House Bill 98 regarding local government building regulations limits the ability of the City to personally inspect these buildings; and

WHEREAS, inspecting buildings prior to their use enhances the health and safety of the future occupants; and

WHEREAS, the City believes it is in the best position to continue to conduct these inspections; and

WHEREAS, the City would like to communicate its position to the Legislature and correspond with the Governor.

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

1. The City hereby formally announces its opposition to House Bill 98 – Local Government Building Regulations.

2. The Council is also hereby authorized to engage in correspondence with the Governor to voice the above mentioned opposition.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **18th day of February, 2021**.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder



SETTLED IN 1850

Governor Spencer J. Cox
350 N State Street, Suite 200
P.O. Box 142220
Salt Lake City, UT 84114-2220

Dear Governor Cox,

RE: HB 98 – Local Government Building Regulations

As a united City Council, we reach out to express our concerns and objections with House Bill 98 – Local Government Building Regulations. As you know, this bill would allow developers to bypass municipality building inspections and prohibit municipal building design elements.

The bill is purportedly justified due to reports of undue delays in municipalities performing inspections. We hold that this is a misrepresentation of how the majority of Utah cities respond to the high building demand in Utah in an appropriate and responsible timeframe.

More importantly, municipalities perform this duty as a public safeguard for our residents and businesses. Building inspections confirm the safety of buildings as they are constructed under real world situations that are not anticipated in the original architectural and engineering drawings. These inspections are essential in maintaining public and personal safety for individuals, families, and businesses throughout the State and should not be lightly discarded.

Our concern is one of appropriate oversight, separation of process, and one size fits all. Allowing a builder to hire and contract their own inspector is a major conflict of interest and does not provide the necessary oversight that municipal inspections provide. A builder will control the entire process if allowed to contract for construction and inspection of the same project. That is extremely problematic.

We acknowledge that discussions are ongoing regarding the final language to be included in the bill. However, we feel the foundational principles of this bill are off base and harmful to the safety of residents of the State.

We strongly encourage you to act against HB 98 as it encroaches upon a municipality's ability to provide essential public safety measures to residents and



SETTLED IN 1850

businesses in favor of a conceived efficiency for developers. Please support our municipalities as we strive to protect our residents.

Sincerely,

Katie Witt
Mayor

Michelle Barber
Council Member

John Adams
Council Member

Mike Blackham
Council Member

Tami Tran
Council Member

Andre Lortz
Council Member

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: February 18, 2021

TYPE OF ITEM: WORK

PRESENTED BY: - Chief Paul Erickson/Shayne Scott

SUBJECT/AGENDA TITLE: - Paramedic Services Interlocal Agreement

EXECUTIVE SUMMARY:

This agenda item and the included Agreement is an Interlocal Agreement between Kaysville, Davis County and Davis County Cities. This agreement would outline the timing and steps involved in transitioning Paramedic Services from under Davis County control to the control of cities. Each city has been organized into a group by geographical and other factors. Kaysville will be grouped with Farmington and Fruit Heights.

Shayne Scott and Chief Erickson have attended countless meetings about this transition over the past two years and believe this interlocal agreement is ready to be adopted by Davis County and each city in the county. This agreement is a crucial step as we move forward on meeting this important service in our city and in Davis County.

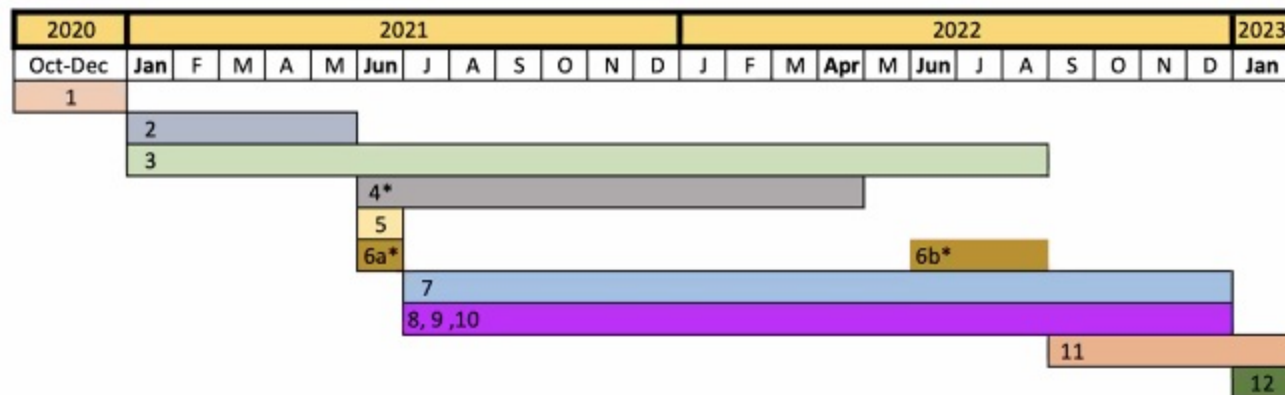
Council Options: Move the Agreement to a future agenda as an ACTION item
 Remand the Agreement back to Staff with further instructions

Recommended Options: - Move the agreement to ACTION

Fiscal impact & Fund Source for Recommended Action: Paramedic services will change drastically in Kaysville and surrounding communities and the precise impact financially is still being established.

Attachments: - Agreement

Paramedic Transfer Timeline



- 1 City Managers, Sheriff and Fire Chiefs educate elected officials in need to move paramedic service from the County to the Cities/Districts
 - 2 Cities sign Interlocal Agreement for the provision of Paramedic Services
 - 3 Cities launch a public relations campaign to inform the public about the need for a change in the provision of Paramedic Services
 - 4 Cities combine through whatever means to create entities to provide service herein called "Entities"
 - 5 County eliminates County Paramedic Funding Levy
 - 6 Entities increase Tax Rates to replace County Paramedic Levy plus any additional revenues needed
 - 7 Entities reimburse County for providing service during transition period
 - 8 Entities apply for and receive paramedic licensure through state BEMS
 - 9 Entities hire and train personnel
 - 10 Entities purchase necessary equipment and vehicles
 - 11 Entities provide paramedic service
 - 12 County terminates paramedic service
- * To be completed by April 2022
- ** Cities/Entities will need to commit to tax increase in June but Truth in Taxation Hearing and approval will be in August

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020, by and between a municipal corporation of the State of Utah, **DAVIS COUNTY**, a political subdivision of the State of Utah, (the “County”), **FARMINGTON CITY**, a municipal corporation of the State of Utah, **FRUIT HEIGHTS CITY**, a municipal corporation of the State of Utah, **KAYSVILLE CITY**, a municipal corporation of the State of Utah, **LAYTON CITY**, a municipal corporation of the State of Utah, the **NORTH DAVIS FIRE DISTRICT**, a Utah governmental entity, the **SOUTH DAVIS METRO FIRE SERVICE AREA**, a Utah governmental entity, **SOUTH WEBER CITY**, a municipal corporation of the State of Utah, and **SYRACUSE CITY**, a municipal corporation of the State of Utah.

RECITALS

- A. The parties to this Agreement are governmental agencies each with a responsibility to provide public safety services within their jurisdictional boundaries, which services may include paramedic services.
- B. The Cities which are parties to the Agreement intend to become licensees to operate and provide paramedic services within their respective jurisdictional boundaries.
- C. Previously the County, the South Davis Metro Fire Agency and Layton City entered into an agreement to provide, within their respective boundaries and in a coordinated and effective manner, paramedic services in concert with Davis County.
- D. The cities located within the North Davis Fire District have committed and intend that paramedic services be provided through the North Davis Fire District.
- E. Davis County, has determined it will cease the provision of paramedic services and the parties, in the interest of supporting a more comprehensive, coordinated and efficient method for the provision of paramedic services, desire to coordinate the assumption of these services by the non-County parties.

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

- 1. Incorporation of Recitals. The foregoing recitals are incorporated in this Agreement as substantive terms, as though fully set forth at this point.
- 2. Definitions. For the purposes of this Agreement:
 - a. “Paramedic unit” means the vehicle, equipment, personnel, materials, and supportive and administrative services comprising and necessary for a paramedic team to provide adequate and appropriate paramedic services in accordance with the standards

established by the State. A paramedic team shall consist of a minimum of two (2) licensed individuals.

b. “Standard Response Time” means an eight-minute response time on at least 90% of calls for service, without regard to jurisdictional authority boundaries.

3. Cessation of County Services. Not later than December 31, 2022, the County will cease the provision of ALS and paramedic services. The County will not surrender the licensing authorizations it has received to provide paramedic services and which it holds as of the date of this Agreement until a new jurisdictional authority is authorized to provide the service. It is contemplated that this provision will require the County to amend its current license from time to time to permit the respective jurisdictional authorities created by this Agreement to receive licenses. The County will not by its legislative authority surrender the taxing authorization it has to levy a tax for the purpose of collecting revenue to provide paramedic services. However, by this Agreement, the County hereby agrees and commits to cease providing paramedic services by the above referenced date and to cease the collection of a tax levy in support of those services within the incorporated portions of the County as has been previously authorized by not later than June 30, 2021. Between the date of this Agreement and the date of December 31, 2022, the County agrees to continue providing paramedic services within the County boundaries and within the separate jurisdictional services areas established in this Agreement until such time as the jurisdictional authority, by separate agreement with the County, agrees to provide paramedic services. It is anticipated that the agreements between jurisdictional authorities and the County will take the forms of separate memorandums of understanding to be negotiated and committed to in writing. Each City or District which is a party to this Agreement agrees to provide a commitment, in writing, to each other party, by not later than June 1, 2021, of the specific means by which the party will provide paramedic services within their respective jurisdiction, with the specific intent that all will begin providing paramedic services by not later than December 31, 2022.

4. Jurisdictional Service Areas. For purposes of this Agreement, and to support the coordinated and efficient provision of paramedic services within the jurisdictional boundaries of each party to this Agreement, the parties hereby create jurisdictional service areas as more particularly shown on Exhibit A, attached hereto and incorporated herein by reference. It is the intention of the parties to create jurisdictional service areas which are consistent with the jurisdictional boundaries of each governmental entity, with the unincorporated areas of Davis County to be located within adjacent jurisdictional authorities’ service areas. It is further the intent of the parties that for those areas of the unincorporated County which are to be located within a jurisdictional service area that Davis County will continue to impose its customary and historic tax levy for paramedic services on properties within the unincorporated areas and to pay over to the jurisdictional authority providing paramedic services, the amount of the tax levy obtained to support the paramedic services to be provided by the jurisdictional service authority. The continued levy of the tax, the remittance of such tax to the jurisdictional authority and the continuation of the levy shall all be the subject of separate agreements between the jurisdictional service authorities and Davis County.

5. Coordinated Response Model. The parties to this Agreement affirmatively assert that the among the purposes for this Agreement, the efficient administration of paramedic services, in the interest of protecting public health, safety and welfare is paramount. In support of this objective, the parties agree that call response shall be provided by the closest available unit, after the local agency's paramedics resources are exhausted, wherever possible, without undue regard to jurisdictional authority.

6. Service Responsibility. Each Party shall be responsible to administer its own paramedic units and services. This administrative responsibility includes:

- a. Maintenance of a paramedic unit or units that are separate and distinct from customarily staffed firefighters or peace officers.
- b. The maintenance of any current licenses or co-licenses, or the application and qualification for and the obtaining and maintaining of the requisite licenses from the State of Utah and other licensing entities for its paramedic units and personnel.
- c. The employment of its paramedic personnel including the establishment and implementation of its own compensation plan and personnel policies and procedures.
- d. The training and scheduling of its paramedic personnel.
- e. The acquisition, use, and maintenance of its paramedic vehicles and equipment.
- f. The keeping of its own records and data.
- g. The support and supervisory organization, clerical staff, and policies.
- h. Obtaining and maintaining its own liability, errors and omissions, property, and other insurance coverage.
- i. Compliance with the paramedic, emergency medical, and other applicable standards established and enforced by the State or other governmental entities having that authority, including all state standards for paramedic units.
- j. All other functions necessary for the operation of its paramedic service.
- k. Each jurisdictional authority shall retain a qualified medical director as required by State standards.

7. Funding.

- a. Each Party shall be responsible to budget from its own General Fund or obtain funding from other sources for any additional funding for the paramedic units allocated to it under this agreement or for any additional paramedic units or services

which that Party determines to provide. It is anticipated that services from a jurisdictional authority to unincorporated areas of the County will be compensated through separate arrangements between the County and the servicing jurisdictional authority.

b. It is anticipated by the parties that Davis County will cease its paramedic services on or before December 31, 2022, but will also cease to collect the authorized tax levy prior to cessation of services. It is further anticipated that some or all of the non-County parties will pursue additional tax levies to fund the paramedic operations prior to the beginning of service. In order to support a funded and efficient transfer of the paramedic service, the non-County parties hereby agree to either: (i) consider and impose appropriate and necessary tax levies, or (ii) to otherwise fund the necessary services from other sources within budgets to be approved not later than August 30, 2021. Between the date of June 30, 2021 and December 31, 2022, it is anticipated that the County may continue to provide paramedic services without the support of a corresponding tax levy.

c. Each non-County party agrees to provide quarterly reimbursement to the County for services rendered in Section 7b. of this Agreement at a rate equal to each party's Proposed Tax Rate Value for the tax year that services are rendered, multiplied by the Paramedic Certified Tax Rate calculated for that same tax year.

d. The County agrees to continue the distribution of funds collected from the non-County parties in accordance with the County interlocal agreement 2004-372 through December 31, 2022.

8. Administrative Board. In accordance with *Utah Code Ann.* §11-13-207, a portion of the *Utah Interlocal Cooperation Act*, the cooperative undertaking of this Agreement shall be administered by a joint board comprised of the City Managers of each jurisdictional authority, the Chairs of the Board of Trustees of the North Davis Fire District and the South Davis Metro Fire Agency and a member of the County Commission to be designated by the County Commission by resolution. The Administrative Board shall be tasked with the obligation to adopt and administer the implementation of rules and procedures on compensation between jurisdictional authorities for extra-jurisdictional response, for the definition of the level of service provided and for other governance issues as they may arise.

9. Davis County EMS Council. The Administrative Board will be supported and aided by the Davis County EMS Council. The Davis County EMS Council shall be tasked with the obligation to advise the Administrative Board on the level of service to be provided and other technical aspects of the paramedic services to be provided.

10. Service Levels.

a. The parties agree that all established units shall meet all state standards for paramedic services and any standards adopted by the Administrative Board.

b. Parties with a single station shall ensure a staffed (1st-due) paramedic unit remains available in addition to regular non-paramedic staffing. Exception to this

condition may apply during times of large-scale incidents or other situations that warrant modified staffing practices to ensure continued delivery of emergency medical services.

c. Borderless paramedic services shall be provided via automatic aid agreements and CAD systems employed through dispatch centers with continued emphasis placed on interfaced GPS technology.'

d. The parties agrees that the provision of paramedic services in a consistent and efficient manner and at a standard level of service is one of the underlying purposes for this Agreement, and that the level of services provided has policy implications with significant fiscal consequences for the parties. Therefore, any change in the approved level of service to be provided must be approved by a vote of two-thirds of the members of the Administrative Board present at the meetings, but in no case less than six (6) members.

11. No Separate Entity. This agreement does not create any separate legal or administrative entity for the purpose of implementing or administering the terms and conditions of this agreement.

12. No Property. No property shall be jointly acquired, held, or distributed by and between the parties as part of this agreement.

13. Term and Termination. This agreement shall continue in effect until terminated by mutual consent of the parties, operation of law, or withdrawal as provided in this paragraph, but in no event shall the term of this agreement exceed fifty (50) years.

14. Notices. Any notices given under this agreement shall be delivered to the Parties by delivering to the County Clerk for Davis County, the City Manager for any City which is a party to this Agreement, or to the Chief of the North Davis Fire District or the South Davis Metro Fire Service Area.

15. Resolution of Disputes. The Parties each agree that in the event of a dispute they shall make a good faith effort to resolve the dispute in an amicable manner without the necessity of and before undertaking any legal action.

16. No Relief of Obligation. This agreement does not in any way relieve either party, as a public Agency, of any obligation, duty, or responsibility imposed upon it by law.

17. Indemnification and Hold Harmless. The purpose of this agreement is to provide funding for paramedic services. However, in the event of a claim, legal action, or a judgment, the Parties each agree to indemnify, defend and hold the other Parties and their officers, employees, agents, and representatives harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorney's fees, arising out of the performance of the terms of this agreement or related to the paramedic services of that Party.

18. Governmental Immunity Act of Utah. Because the Parties are each a governmental entity under the *Governmental Immunity Act of Utah*, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents. No Party waives any defense available to it under the *Utah Governmental Immunity Act*.

19. Record of Agreement. An executed copy of this agreement shall be filed with the keeper of records of each Party.

20. Government Records Access and Management Act. Each Party shall be responsible for compliance with the provisions of the *Governmental Records Access and Management Act* (GRAMA), as set forth in *Utah Code Ann.* § 63G-2-101, et. Seq. or its successor, relating to its records.

21. Other Agreements. This agreement does not abrogate or supersede any existing agreement between the parties unless specifically so provided in this agreement or except to the extent that the provisions of this agreement are in conflict with the provisions of any such existing agreement.

22. Amendments. This agreement may be amended at any time by a written instrument which has been duly approved and executed by the Parties and, if necessary under the provisions of the *Utah Interlocal Cooperation Act*, upon the adoption of resolutions of approval by the legislative bodies of each party.

23. Severability. If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

24. Third Party Beneficiaries. This agreement is intended for the sole benefit of the Parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to or upon any third party.

25. Additional Parties. Additional parties may join in this agreement only upon the unanimous written consent of all Parties and the execution of either a new agreement to replace this agreement or an appropriate amendment to this agreement signed by the Parties and the additional party or parties.

26. Authorization. The individuals signing this agreement on behalf of their Parties confirm that they are the duly authorized representatives of their respective Parties and are lawfully enabled to sign this agreement on behalf of their respective Party.

27. Review by Authorized Authority. In accordance with the provisions of §11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this agreement may take effect.

28. Governmental Approval, Execution, and Resolutions. This agreement shall be conditioned upon the approval and execution of this agreement by the Parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the Parties.

29. Effective Date. This agreement shall be effective as of June 1, 2021, provided that by said date this agreement has been duly approved and executed by all Parties in the manner prescribed by applicable law and the executed copies have been filed with the keepers of records of each Party.

30. Full Agreement. This agreement constitutes the full agreement between the Parties.

31. Governing Law. This agreement shall be governed, construed, and enforced by and under the laws of Utah.

IN WITNESS WHEREOF, the Parties hereto have signed this interlocal cooperation agreement in duplicate, each of which shall be deemed an original, on the dates indicated by their respective signatures.

CLINTON CITY

ATTEST:

City Recorder

By: _____
Mitch Adams, Mayor

Approved and reviewed as to form

Attorney for Clinton City

DAVIS COUNTY

ATTEST:

County Clerk

By: _____
Lorene Miner Kamalu, Chair

Approved and reviewed as to form

Attorney for Davis County

FARMINGTON CITY

ATTEST:

City Recorder

By: _____
H. James Talbot, Mayor

Approved and reviewed as to form

Attorney for Farmington City

ATTEST:

FRUIT HEIGHTS CITY

City Recorder

By: _____
John Pohlman, Mayor

Approved and reviewed as to form

Attorney for Fruit Heights City

ATTEST:

KAYSVILLE CITY

City Recorder

By: _____
Katie Witt, Mayor

Approved and reviewed as to form

Attorney for Kaysville City

ATTEST:

LAYTON CITY

City Recorder

By: _____
Joy Petro, Mayor

Approved and reviewed as to form

Attorney for Layton City

ATTEST:

NORTH DAVIS FIRE DISTRICT

By: _____

District Clerk

Chairman Tim Roper

Approved and reviewed as to form

Attorney for North Davis Fire District

SOUTH DAVIS METRO FIRE SERVICE AREA

ATTEST:

Secretary

By: _____
Commissioner Rick Earnshaw, Chairman

Approved and reviewed as to form

Attorney for South Davis Metro Fire Service Area

SOUTH WEBER CITY

ATTEST:

City Recorder

By: _____
Jo Sjoblom, Mayor

Approved and reviewed as to form

Attorney for South Weber City

SYRACUSE CITY

ATTEST:

City Recorder

By: _____
Michael Gailey, Mayor

Approved and reviewed as to form

Attorney for Syracuse City