



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, April 15, 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.

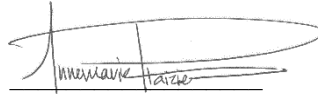
CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Michelle Barber.
2. PRESENTATIONS AND AWARDS
 - a. Proclamation to declare April 24, 2021 as Arbor Day.
 - b. Department Presentation, Kaysville Police Department – Chief Sol Oberg.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Approval of Minutes of March 4, 2021.
 - b. A Resolution adopting and approving the Paralegal job description.
 - c. Appointment of new Kaysville City Power Board Member, Ed Mignone.
5. ACTION ITEMS
 - a. Consideration of an Ordinance amending Section 17-18-7 “Area, Lot Coverage and Yard Requirements”, of Chapter 17-18 “Professional Business District”, of Title 17 Planning and Zoning, of the revised ordinances of Kaysville City.
6. WORK ITEMS
 - a. 950 North Construction Access Proposal.
 - b. Proposed amendments to Title 17, Planning and Zoning, to clarify what flexibility a planned unit development may be eligible for, the process for permitting flag lot subdivisions, and amendments to what is required in common open space subdivisions for open space and amenities.
 - c. Discussion regarding a Fiber Lease Agreement.
 - d. Discussion regarding the establishment of Fiber Lease Rates.
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 April 9, 2021.

A handwritten signature in blue ink, appearing to read "Annemarie Plaizier", is written over a horizontal line.

Annemarie Plaizier
City Recorder

Proclamation
"ARBOR DAY"
April 24th, 2021

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

WHEREAS, This Holiday called "Arbor Day" is observed in every state in the union and through out the world; and

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

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

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

NOW, THEREFORE, I, Katie Witt, Mayor of Kaysville City, do hereby proclaim April 24th, 2021 as Arbor Day. I also urge all citizens to support efforts to protect our trees and woodlands and to support our urban forestry program.

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



Katie Witt, Mayor



ANNUAL REVIEW

15 April 2020
Josh Steadman, VAWA Detective
Jennifer Winchester, Victim Services Coordinator



VOCA

VAWA

VOCA GRANT

Program Purpose

Often, crime victims are not aware of their rights, how the criminal justice system works, or what type of resources are available to support or compensate them and their families. Advocates assist victims in sorting through confusing feelings and processes associated with the criminal justice system.



Grant Overview

Position Funded:
(1) Victim Services Coordinator
Victim Types:
Any age or sex
All crime types
Funding: \$142,266.78
July- June
2021-2023 Funding application in process

Number of Victims Served

830 Total Victims
248 since July of 2020
191 had multiple forms of victimization
469 were victims of Domestic Violence
186 Stalking/Harassment
124 were adult victims of sexual assault
150 were child victims of physical, sexual abuse, or pornography
184 were victims of burglary, identity theft, vehicular victimizations (hit and run/auto fatality)



VAWA GRANT

Program Purpose

The purpose is to improve how our agency responds to sexual assault, domestic violence, and stalking.

Complex crimes such as these often require large amounts of investigation, follow-up, and training. VAWA funding allows the department to allocate a dedicated detective the time, resources, and training to focus on adequately investigating these cases, train officers, and help with policy review to improve our response as a department.

Position Funded

Position Funded:
(1) VAWA Detective

Victim Types:
Male/Female adults; ages 11
and over

Domestic Violence, Sexual
Assault, Stalking Crimes

Funding: \$92,848.35
2 Years

Jan-December
Renewed from 2021-20



Cases Investigated

123 Total Cases in 2020
24 Victims had multiple victimizations
36 Cases of Adult Sexual Assault
111 Cases of Domestic Violence
2 Teen Dating Violence
42 Cases of Stalking/Harassment
9 Violations of a Protective Order

Department Trainings

ICAP: Enhancing Law Enforcement Response to Violence Against Women Crimes

The goal of this training series was to enhance the capacity of our officers when responding to to and investigating crimes of domestic violence, sexual assault, and stalking. Topics covered included: the impact of trauma, predominant aggressor determination, identification of strangulation and stalking, and lethality assessment

Training Institute on Strangulation Prevention: Strangulation Training

This training increased our officers' understanding of the dangers of strangulation, recognizing the various signs and symptoms of strangulation, properly interviewing victims on strangulation, and documenting it in reports.

Trauma Informed Victim Interviewing

This training's goal was for our officers to learn to obtain needed information from people who have experienced a traumatic event without creating additional trauma.

Recognition

Detective Steadman was awarded 2020 Officer of the Year by the Fraternal Order of Police for his work as the Department's first VAWA detective.

The Davis County Attorney's Office recognized the Department's work to improve our response to crimes of domestic violence, sexual assault, and stalking, stating that our investigations division has evolved to the "gold standard" for the county.

Detective Steadman



Projects Completed

Navigating the Criminal Justice System:

A Guide for Victims of Domestic Violence,
Sexual Assault, and Stalking



Navigating the Legal System an Overview for Victims of Domestic Violence

Copy link

Reach out to your advocate.

- Visit utcourts.gov

- Visit your local district court.

- Talk to the police for assistance.

- Talk to a local domestic violence center for assistance.

Watch on  YouTube





Navigating the Criminal Justice System after being Sexually Assaulted

Copy link

- Reach out to your advocate.

- Visit utcourts.gov

- Visit your local district court.

- Or talk to the police for assistance.

Watch on  YouTube





Navigating the Legal System an Overview for Victims of Stalking

Copy link

Watch on  YouTube



Soft Interview Rooms



Trauma Informed Response

Trauma informed response considers and understands the body's biological and neurological response to trauma. Evidence based practices call for a trauma informed approach to reports of rape and sexual assault, and a soft interview room is considered an integral component of TIR. Creating a space that is comfortable rather than stark allows the participant to feel physically and emotionally safe and can have a significant impact on the interview process.



Therapy Dog

Job Description

Provide emotional support for victims of traumatic events as well as witnesses and first responders.

Therapy dogs have to pass a lot of tests to prove that they will listen to their handlers, have good manners and obedience in public, and love people!



Benefits of Therapy Dogs

The companionship of a therapy dog facilitates chemical changes in the body. It has been proven that a therapy dog can lower blood pressure and heart rate, reduce anxiety, and increase levels of endorphins and oxytocin.

These animals give comfort to a witness or a victim of a crime. In doing so, investigators can more easily—and less stressfully—gather information about the offense and the offender.

Walter



Training Program

- Phase 1: Puppy Training (complete)
- Phase 2: Obedience Training (*in progress*)
- Phase 3: Group Training
- Phase 4: Therapy Training
- Phase 5: Testing for certification





Thank you!

KAYSVILLE

POLICE DEPARTMENT



ANNUAL REPORT

2020

KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2020

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CHIEF OF POLICE
SOL OBERG



ASSISTANT CHIEF
SETH ELLINGTON



P.O.P. OFFICER
ALEXIS BENSON



LIEUTENANT
PAUL THOMPSON

SUPPORT SERVICES

**INVESTIGATIONS
DIVISION**



**SUPPORT SERVICES
SUPERVISOR**
JESSICA RUISK



DETECTIVE SERGEANT
JEREMY OWENS



SRO SERGEANT
PRESTON BENOIT



DESK OFFICER
JOSH DANIELSON



**VAWA DETECTIVE
SWAT TEAM**
JOSH STEADMAN



SRO DAVIS HIGH
JARED JENSEN



**RECORDS/DISPATCH
EVIDENCE CUSTODIAN**
SAMANTHA SMITH



DETECTIVE
JORDAN NICHOLAS



SRO MOUNTAIN HIGH
MATT THURGOOD



VICTIM ADVOCATE
JENNIFER WINCHESTER



DETECTIVE
CRYSTAL ISAACSON



D.A.R.E. OFFICER
JUSTIN STANFORD



CROSSING GUARDS
18 FULL-TIME
3 VACANT
13 PART-TIME



DETECTIVE
DUSTIN BALLARD



SRO FAIRFIELD JR
BRANDON WOOLF



**METRO NARCOTICS
AGENT**



SRO KAYSVILLE JR
DEVAN RICH



SRO CENTENNIAL JR
ROBERT JACKSON

**KAYSVILLE POLICE DEPARTMENT
2020 ORGANIZATIONAL CHART**



CHIEF OF POLICE
SOL OBERG



ASSISTANT CHIEF
SETH ELLINGTON



LIEUTENANT
SHAWN MCKINNON

PATROL DIVISION



PATROL SERGEANT
LACY TURNER



PATROL SERGEANT
CADE BRADSHAW



PATROL OFFICER
BRET BATEMAN



PATROL OFFICER
TYSON EMBLEY



PATROL OFFICER
LOGAN NICHOLAS



PATROL OFFICER
KENDU GIVENS



PATROL OFFICER
MIKE CRIDDLE



K-9 OFFICER
COLTON BARTLESON



PATROL OFFICER
JAKE SEIFERT



PATROL OFFICER
CHASE RITTER



PATROL OFFICER
VACANT



PATROL OFFICER
VACANT



TRAFFIC OFFICER
MASON FLINT

KAYSVILLE POLICE DEPARTMENT
2020 ORGANIZATIONAL CHART

MISSION STATEMENT

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

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

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

KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2020

ACTIVITY SUMMARY

	2019	2020	% CHANGE
Total Police Service Calls	8,930	9,592	7.4%
<i>Average Daily Police Service Calls</i>	24.5	26.3	7.3%
Cases	2,705	2,738	1.2%
<i>Average Daily Cases</i>	7.4	7.5	1.4%
Average Emergency Response Times	7:02	6:52	-2.4%
Arrests	311	318	2.3%
Part I Index Crimes (Crime Index)*	303	313	3.3%
Homicide	1	0	-100.0%
Forcible Rape	9	13	44.5%
Robbery	1	3	200.0%
Aggravated Assault	11	11	0.0%
Burglary	47	46	-2.1%
Larceny-Theft	215	227	5.6%
Motor Vehicle Theft	18	8	-55.6%
Arson	1	5	400.0%
Crime Index Per 1,000 Population	9.54	9.45	-0.9%
*Part I crimes (or violent crimes) compile the “crime index” used by the FBI to track our nation’s crime rate. If multiple Part I offenses are committed in the same criminal episode, only the most serious offense is reported, which may result in a variance in the number of total offenses reported below.			
Crimes Against Persons	277	279	0.7%
Sex Offense	33	35	6.1%
Assault	66	60	-9.1%
Domestic Violence	45	52	15.6%
Child Abuse / Neglect	133	132	-0.7%
Property Crimes	453	450	-0.6%
Vehicle Burglary	59	134	127.1%
Theft	170	112	-34.1%
Fraud / Forgery / Financial Crimes	64	77	20.3%
Vandalism	160	127	-20.6%
DUI Arrests	13	21	61.5%
Drug Offenses	76	42	-44.7%
K-9 Deployments	0	37	3,700.0%
SWAT Call Outs	12	6	-50.0%
Traffic Stops	4,456	3,724	-16.4%
Traffic Citations	2,411	2,313	-4.1%
Traffic Accidents	364	265	-27.2%
Traffic Fatalities	0	2	200.0%

KAYSVILLE POLICE DEPARTMENT
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POLICE SERVICE CALLS

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



TOP 10 CALLS FOR SERVICE	
Suspicious Circumstance	966
Extra Patrol	948
Citizen Assist	878
Traffic Enforcement	788
Medical Assist	522
Community-Oriented Policing	431
Alarm	411
Agency Assist	374
Traffic Accident	369
Juvenile Problem	285

KAYSVILLE POLICE DEPARTMENT
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Police Service Calls Time Analysis

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

HOUR	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL
0000-0159	101	84	72	93	74	74	107	605
0200-0359	56	52	79	62	54	84	52	439
0400-0559	24	39	28	41	32	34	26	224
0600-0759	50	88	75	61	53	36	32	395
0800-0959	187	225	209	203	136	79	68	1,107
1000-1159	182	230	211	198	146	105	79	1,151
1200-1359	158	211	182	186	171	113	92	1,113
1400-1559	237	235	230	223	168	106	90	1,289
1600-1759	185	181	169	172	111	90	92	1,000
1800-1959	123	121	116	131	113	108	72	784
2000-2159	97	137	96	107	119	120	80	756
2200-2359	82	112	81	100	143	130	81	729
Total by Day	1,482	1,715	1,548	1,577	1,320	1,079	871	9,592

KAYSVILLE POLICE DEPARTMENT
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CASES

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



TOP 10 CASES	
Traffic Accident	255
Suspicious Circumstance	244
Welfare Check/Mental Subject	195
Juvenile Problem	172
Citizen Assist	163
Vehicle Burglary	131
Fraud	121
Theft	121
Lost or Found Property	115
Domestic	113

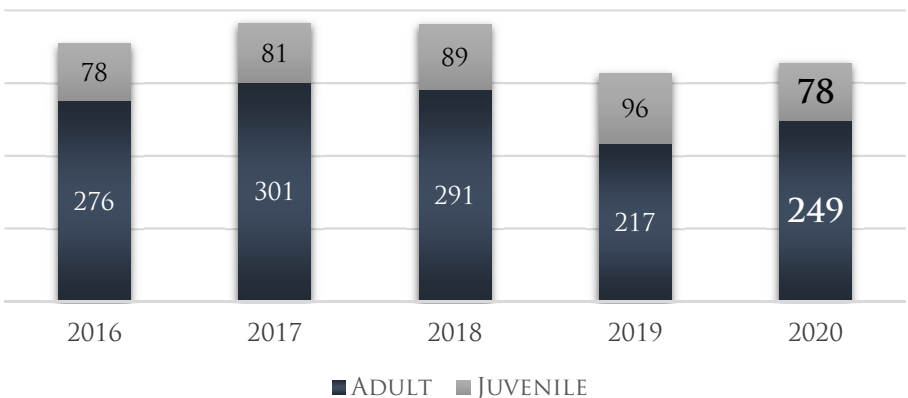
ARRESTS

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



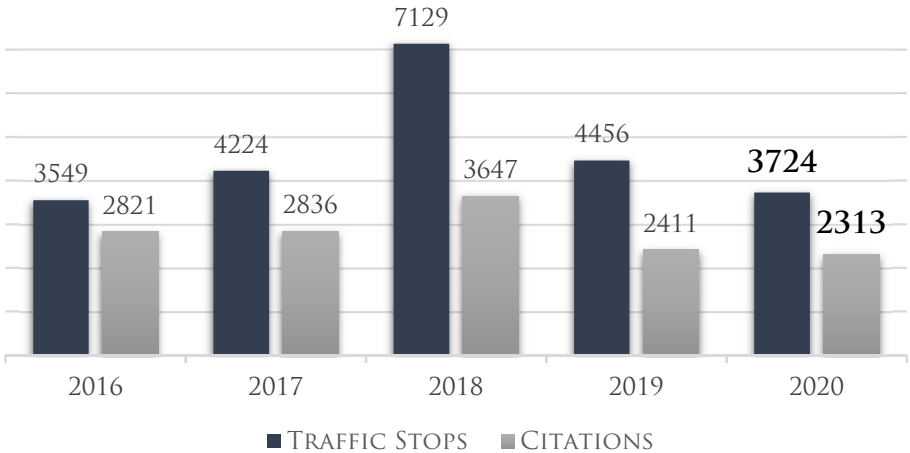
Arrest Demographics

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



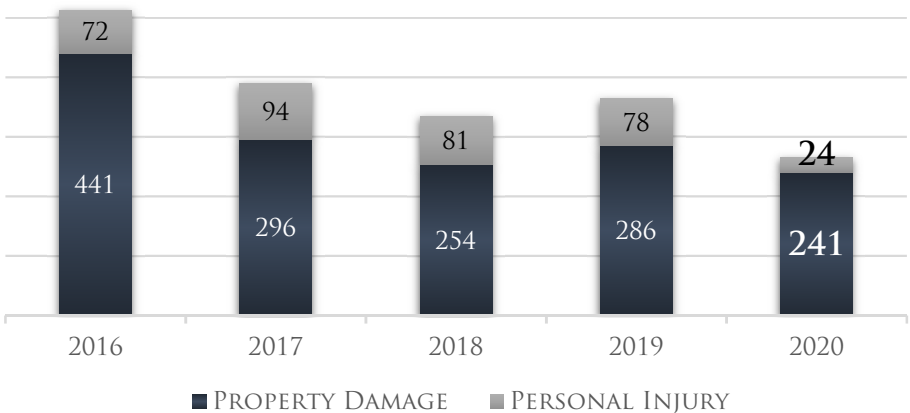
TRAFFIC STATISTICS

Traffic Stops and Citations



Accidents

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

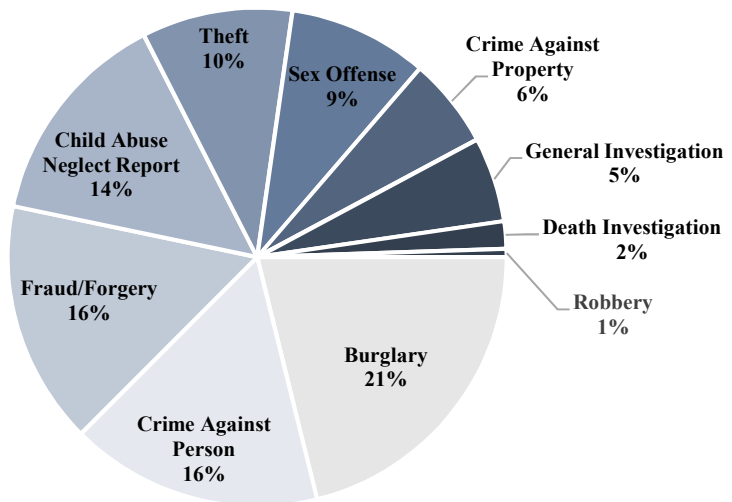


KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2020

INVESTIGATIONS DIVISION

In 2020, the Investigations Division investigated 563 total cases, which was a 43.9% increase from 2019. Below is a comparison between the number and types of cases that were investigated in 2019 and 2020. The pie chart shows the percentage of types of cases investigated.

CASE TYPE	2019	2020	% CHANGE
Burglary	55	119	116.4%
General Investigation	31	31	0.0%
Theft	54	55	1.9%
Fraud/Forgery	74	89	20.3%
Child Abuse Neglect Report (CANR)	90	80	-11.1%
Sex Offense	41	51	24.4%
Crime Against Person	68	92	35.3%
Crime Against Property	68	33	-51.5%
Death Investigation	6	10	66.7%
Robbery	0	3	300.0%
Homicide	1	0	-100.0%
Total	488	563	15.4%



Registered Sex Offenders

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

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

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

In 2020, there were a total of 23 registered sex offenders residing in Kaysville City and detectives tracked 16 sex offenders with active registrations. Kaysville detectives conducted 16 sex offender registration compliance checks throughout the year.

PHARMACEUTICAL DISPOSAL PROGRAM

Drug Disposal Bin



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

In the year 2020, the Kaysville Police Department destroyed 284.10 pounds of prescription drugs that were received in the pharmaceutical disposal bin.

	2018	2019	2020
Medications received for disposal	487.60 lbs	583.60 lbs	284.10 lbs

National Prescription Drug Take Back

Each year, the U.S. Drug Enforcement Administration periodically hosts National Prescription Drug Take Back events, where temporary drug collection sites are set up in communities for citizens to safely dispose of prescription drugs.



Kaysville officers participated in Take Back events by operating collection sites in Kaysville City.

NOTABLE EVENTS

VAWA Detective



In January 2020, Josh Steadman was selected for the new VAWA detective position, which investigates all domestic violence, stalking, sexual assault, and harassment cases. The position is funded by a VAWA grant awarded by the State of Utah.

NAACP First Responders Award

On January 20, 2020, Assistant Chief Ellington received the NAACP First Responders Award from the NAACP Salt Lake Branch at the 36th annual Dr. Martin Luther King Jr. Memorial Luncheon.

The award recognizes recipients to “celebrate the men and women who serve our communities every day.”



KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2020

Officers Swearing In Ceremony

On January 23, 2020, Officers Bateman and Ballard were sworn in as members of the Kaysville Police Department at the City Council meeting. These officers joined our department in December 2019.



Officer Danielson Military Duty



In February 2020, Officer Danielson returned to duty from 11 months of military service for the Utah Air National Guard.

In March 2019, he attended Technical School at Goodfellow Air Force Base, where he received the highest grade in the class and was presented with the “Top Grad” award. Upon his return home, he received on-the-job training until his

military orders expired in February of 2020.

Officer Danielson is currently assigned to the desk officer position.

Officers Swearing In Ceremony

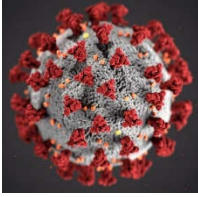
On March 5, 2020, Officers Tyson Embley, Keaton Moore, and Brent Jex, were sworn in as members of the Kaysville Police Department.

Officers Embley and Moore previously worked for Ogden Police Department. Officer Jex serves as a reserve officer for the department.



KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2020

Coronavirus Pandemic



In March 2020, the coronavirus pandemic began to greatly affect Utah. In accordance with the Davis County Health Department, Kaysville City took measures to mitigate the spread of COVID-19 and protect its employees and citizens.



Public access was limited to Kaysville City Hall, the Kaysville police Station, and other city buildings. Employees served the needs of the public via phone and email. Essential services of the police department remained available to the public, just with limited in-person interaction if possible. Although the in-person interaction with the public was limited, it did not affect the emergency response time or efficiency of our officers.

Much like the rest of the world during the pandemic, the police department initially struggled to maintain a supply of PPE for its officers and employees. We received donations of over 2,000 surgical masks from Cabela's in Farmington and Ring Doorbell, as well as over 400 cloth masks donated from private citizens.



KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2020

New Officer



In April 2020, Officer Kendu Givens became the newest officer of the Kaysville Police Department.

Officer Givens started his law enforcement career in 2014 with the Department of Corrections. He worked as a correctional officer at the Utah State Prison for four years before transferring to Adult Probation and Parole. He worked as an AP&P Agent in both Ogden and Farmington, where he was on the fugitive team for both offices. Officer Givens successfully completed the field training program and is a great addition to the department.

K-9 Rocky Donations

In April 2020, the Fitzpatrick family and RevelTV sponsored the cost of a brand new lifesaving bulletproof and stab-resistant vest for K-9 Rocky.

Holly Cripps at the We Ride to Provide nonprofit organization also provided Rocky with one of their K-9 First Aid Kits.



Ring Neighbors Public Safety Service (NPSS)



In May 2020, the Kaysville Police Department became members of the Doorbell's Neighbors Public Safety Service (NPSS). NPSS is an interface that allows public safety officials to connect, communicate, and share hyper-local updates with their communities. It provides local public safety agencies with a feature to help them better engage with and inform the communities they serve.

Public safety users can post information about crime and safety alerts, view and comment on public posts within their jurisdiction, and use the video request feature to ask Ring to request video recordings from Ring device owners who are in the area of an active investigation. Ring users can choose to share information or video recordings when public safety users use the video request feature to seek information relevant to an investigation.

Multiple officers were set up to receive notifications for anything posted in the Kaysville region.

For more information on the NPSS program, visit <https://support.ring.com/hc/en-us/articles/360031595491-How-Public-Safety-Agencies-Use-Neighbors>.

KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2020

Community Support

The summer of 2020 was a challenging time for law enforcement. The Kaysville community showed an overwhelming amount of support to our police department. We had many treats and thoughtful gifts dropped off, citizens put supportive signs in their yards, and many citizens reached out just to say thank you. We are very fortunate and grateful to serve such a loving community.



KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2020

New Officer

On June 10, 2020, one of our newest officers, Logan Nicholas, graduated from the police academy. He successfully completed the field training program and is doing a great as a member of the department.



Officers Swearing In Ceremony

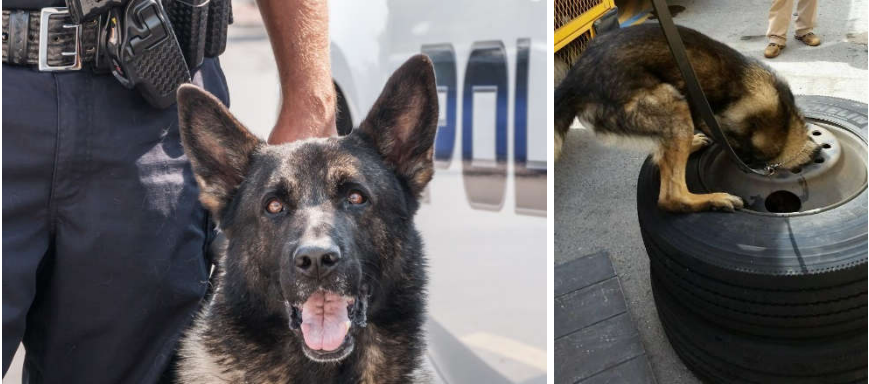
On June 18, 2020, Officers Nicholas and Givens were sworn in as members of the police department at the City Council meeting. The officers received a standing ovation from everyone who was in attendance, as a show of support for their dedication to serving the community during such unprecedented times.



KAYSVILLE POLICE DEPARTMENT
ANNUAL REPORT 2020

K-9 Rex

In July 2020, retired K-9 Rex passed away. Rex served the Kaysville community for seven years and retired in May 2019. During his career, Rex conducted over 400 canine searches. He was a beloved member of the department and will be greatly missed.



Kaysville Cash Program



In July 2020, Officer Benson spearheaded the Kaysville Cash Program, which was funded by the CARES Act. The program was created in an effort to promote a healthy economy within our city while building positive relationships between the public and our police and fire departments.

Kaysville police officers and firefighters distributed Kaysville Cash coupons to citizens. The coupons were redeemed at participating businesses for \$10 towards any purchase. Businesses were then reimbursed by Kaysville City for any redeemed coupons.

The following businesses participated in the program:

Ace Hardware, Battery Specialists, Berry Station, Bowman's Market, Canyon Gallery & Framing, Exquisite Effects Salon & Supply, Faye's Laundry & Dry Cleaning, Fiiz Drinks, Fotofly, Gal's Garage, Gardenside Blooms, HairMax Salon & Supply, Inspired Massage and Body Work, Kaysville Pediatric Dental & Orthodontics, the Kaysville Theater, Klymit, Knighton Plumbing, Law Office of Trevor Eldredge, Marlo Products Toner, Neverland Photo, Old Grist Mill, Pulse Print Promo, Showstopper Productions, Simply Wax, Topspin Pickleball, True Beauty Forever, Wellness Underground, and Yummy Soft Serve

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#copslovelemonadestands

Each summer, Kaysville officers look forward to lemonade stand season. The fifth year of *#copslovelemonadestands* was a success and the police department received daily requests for officers to stop by various lemonade stands throughout the city. The officers enjoyed supporting young entrepreneurs and building positive relationships with the children in our community. We look forward to continuing this fun community tradition each summer for years to come.



Traffic Officer



In August 2020, Officer Flint was selected as the department's traffic officer. The primary goal of the traffic program is to serve the community by enforcing motor vehicle traffic laws and facilitating the safe and expedient flow of vehicular and pedestrian traffic. The program also assists in traffic studies to keep the roadways of our community safe.

The majority of traffic enforcement is a direct response to community complaints regarding speeding and other traffic violations. Citizens are able to submit traffic complaints and requests for the radar board directly to him through the Kaysville City website.

School Resource Officers

This year, the Kaysville Police Department assigned full-time school resource officers to the three junior high schools, in addition to our high schools. The officers went through an interview process and were selected for the positions.

- Officer Woolf is assigned to Fairfield Junior High.
- Officer Rich is assigned to Kaysville Junior High.
- Officer Jackson is assigned to Centennial Junior High.
- Officer Thurgood is assigned to Mountain High School.
- Officer Jensen is assigned to Davis High School.
- Sgt. Benoit is assigned to Renaissance Academy.

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Trunk or Treat



Due to guidance from the Davis County Health Department amid the coronavirus pandemic, the Kaysville Police Department cancelled the annual Trunk or Treat event in 2020. We look forward to continuing the event in 2021.

9/11 Memorial Service

On September 11, 2020, members of the Kaysville Police Department, Kaysville Fire Department, and Layton Fire Department participated in a small memorial service to remember those who made the ultimate sacrifice on September 11, 2001.



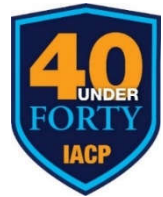
IACP 40 Under 40 Award



In September 2020, Support Services Supervisor Jessica Busk was selected for the 40 Under 40 Leadership Award by the International Association of Chiefs of Police.

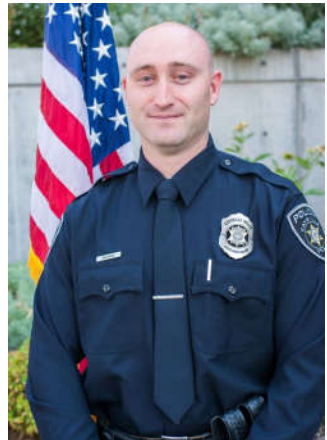
The prestigious award recognizes 40 law enforcement professionals under the age of 40 from around the world that demonstrate leadership and exemplary commitment to their profession.

“The 2020 40 Under 40 awardees represent the top rising leaders from around the globe, exemplifying leadership, dedication, and service to their communities and the law enforcement profession.”



Sergeant Promotion

In October 2020, Cade Bradshaw was selected as our newest sergeant. Sgt. Bradshaw has been with the Kaysville Police Department for six years, but has been in law enforcement for a total of 10 years. For the last four years, Sgt. Bradshaw has served as the Davis High School Resource Officer.



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Davis High School Resource Officer



The promotion of Sgt. Bradshaw left an opening in the School Resource Officer position at Davis High School. Officer Jared Jensen was selected for this position. Officer Jensen has been with the Kaysville Police Department since April 2019 and previously worked for the Clinton Police Department.

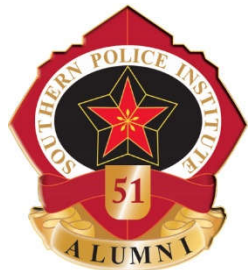
***Southern Police Institute
144th Administrative Officers Course***



In November 2020, Lt. McKinnon graduated from the Southern Police Institute's 144th class of the Administrative Officers Course in Louisville, Kentucky.

The Southern Police Institute is part of the Department of Criminal Justice at the University of Louisville. The course is a 12-week in-residence accredited college-level educational leadership development program.

Lt. McKinnon represented the police department admirably and was well regarded by his peers and professors.



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Officer Freeman Retirement

In November 2020, Officer Ryan Freeman retired from the Kaysville Police Department.

Officer Freeman joined the department in 2018. He was a seasoned officer, who had served in law enforcement for over 23 years.

Officer Freeman is highly regarded for his dedication and service, and was a true asset to the department.



FOP Officer of the Year



On December 3, 2020, Detective Steadman was selected as the Fraternal Order of Police Officer of the Year for Davis County Lodge #6.

He was nominated for his work as our department's first VAWA detective and his service as a firearms instructor and SWAT operator.

Officer Stanford
Army National Guard

On December 9, 2020, Officer Justin Stanford was commissioned as a 2nd Lieutenant in the Army National Guard.

Officer Stanford is currently our D.A.R.E. Officer, who teaches D.A.R.E. at the eight elementary schools in Kaysville City.



National Council for Home Safety and Security
Safest Cities Utah 2020



The National Council for Home Safety and Security ranked Kaysville as the 6th safest city in Utah for 2020.

To identify the safest cities, they use specific statistical data to create a safety score for each city. The full report and more information can be found at <https://www.alarms.org/safest-cities-in-utah>.

Safewise Report 2020



Kaysville City was ranked the 3rd safest city in Utah by the 2020 SafeWise report, making the list for the fourth year in a row. The SafeWise Report previously ranked Kaysville City as the #1 safest city in 2017, the 9th safest city in 2018, and 6th safest in 2019.

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

Below is an excerpt from the Utah's 20 Safest Cities of 2020 Report:

"Concern about safety in the Beehive State is much higher than in the rest of the country, and reported experience with crime also exceeds national averages. However, the state's crime rates went down year over year, helping the 20 cities that made our list stand out as pillars of community safety."

The full Safewise Utah's Safest Cities of 2020 Report can be found at <https://www.safewise.com/blog/safest-cities-utah>.

DEPARTMENT AWARDS

Each year during National Police Week, the Kaysville Police Department hosts an annual awards banquet to celebrate the year's achievements and future perspectives. Due to the coronavirus pandemic, the department was unable to host the awards banquet in 2020.

In 2020, the following awards were given to officers, whose actions were a great credit to themselves and the Kaysville Police Department. These accolades will be presented to the recipients at the 2021 awards banquet.

Certificate of Merit

Colton Bartleson



The Kaysville Police Department recognized Officer Colton Bartleson for the recovery of a stolen vehicle, stolen property, and the apprehension of the suspect.

On February 19, 2019, Officer Bartleson located a parked, unoccupied stolen vehicle. Officer Isaacson located witnesses and obtained the suspect's description. Officer Bartleson then located the suspect in the area and apprehended him. The stolen vehicle contained a multitude of stolen property and illegal narcotics consistent with use and distribution.

Ultimately, the recovery of the stolen property included tools, electronics, and personal identification. The suspect was ultimately identified and found to have several outstanding felonious warrants for his arrest.

Certificate of Merit

Crystal Isaacson



The Kaysville Police Department recognized Officer Crystal Isaacson for the recovery of a stolen vehicle, stolen property, and the apprehension of the suspect.

On February 14, 2019, Officer Bartleson located a parked, unoccupied stolen vehicle. Officer Isaacson located witnesses and obtained the suspect's description. Officer Bartleson then located the suspect in the area and apprehended him. The stolen vehicle contained a multitude of stolen property and illegal narcotics consistent with use and distribution.

Ultimately, the recovery of the stolen property included tools, electronics, and personal identification. The suspect was ultimately identified and found to have several outstanding felonious warrants for his arrest.

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Unit Citation



The Kaysville Police Department recognized the following officers for their brave and dedicated actions taken on and around April 4, 2019.

Lieutenant Paul Thompson	Lieutenant Shawn McKinnon
Sergeant Jeremy Owens	Detective Brandon Woolf
Detective Josh Steadman	Officer Michael Martinez
Officer Jordan Nicholas	Officer Cade Bradshaw
Officer Devan Rich	Officer Crystal Isaacson
Officer Alexis Benson	Officer Colton Bartleson
Officer Robert Jackson	

Kaysville officers responded to an attempted homicide call, in which several bullets were fired at a subject in a vehicle. Upon their arrival, officers ultimately determined that the individuals involved had fled the scene. Through investigative efforts, all involved were ultimately identified and located.

The suspect was charged with multiple felonious crimes, including attempted homicide. Ultimately, he was apprehended in Oregon and extradited to Utah for his crimes.

The professionalism and diligence of the responding officers and investigators resulted in the apprehension of a dangerous suspect, thereby significantly increasing the safety and security of our community.

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Distinguished Service Award



Jared Jensen

The Kaysville Police Department recognized Officer Jared Jensen for his lifesaving actions on November 7, 2019.

While at the police station, Lt. Shawn McKinnon and Officer Jared Jensen observed Officer Robert Jackson choking. After confirming he was choking, Lt. McKinnon and Officer Jensen contacted dispatch, requesting a medical response, and took turns performing the Heimlich maneuver. In doing so, Officer Jensen was able to dislodge the obstruction from Officer Jackson's airway.

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Lifesaving Award



Shawn McKinnon



The Kaysville Police Department recognized Lieutenant Shawn McKinnon for his lifesaving actions on November 7, 2019.

While at the police station, Lt. Shawn McKinnon and Officer Jared Jensen observed Officer Robert Jackson choking. After confirming he was choking, Lt. McKinnon and Officer Jensen contacted dispatch, requesting a medical response, and took turns performing the Heimlich maneuver. In doing so, Officer Jensen was able to dislodge the obstruction from Officer Jackson's airway.

Lifesaving Award



Colton Bartleson



The Kaysville Police Department recognized Officer Colton Bartleson for his lifesaving actions on December 18, 2019.

While on routine patrol, Officer Bartleson was dispatched to a medical emergency. Upon his arrival, he found a bystander performing CPR on a downed subject. Officer Bartleson took over compressions until emergency medical personnel could treat the subject. The subject was transported to the hospital and revived.

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Distinguished Service Award



Jennifer Winchester



The Kaysville Police Department recognized Victim Advocate Jennifer Winchester for her ongoing and dedicated service to victims of domestic violence.

From its inception, Jennifer implemented the department's victim advocacy program. In 2019, Jennifer completed the FBI's ELEVATE program. She was the first graduate of this program in Utah and has worked diligently to implement the ELEVATE concepts within the Kaysville Police Department.

She was instrumental in obtaining funding to hire a domestic violence investigator and train all department personnel on best practices regarding violence against women. Due to this, the Kaysville Police Department is quickly becoming a model department regarding the response to and investigation of domestic violence.

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Distinguished Service Award



Paul Thompson



The Kaysville Police Department recognized Lieutenant Paul Thompson for his ongoing and dedicated service to victims of domestic violence.

Lt. Thompson obtained grant funding to hire the department's first victim advocate and implement a victim advocacy program. He was also instrumental in obtaining grant funding to hire a detective assigned to solely

investigate domestic violence cases.

This funding and these positions have been key in transforming the way that the Kaysville Police Department responds to and investigates domestic violence cases. Due to this and the adoption of the ELEVATE program, the Kaysville Police Department is quickly becoming a model in this area.

Distinguished Service Award



Seth Ellington



The Kaysville Police Department recognized Assistant Chief Seth Ellington for his ongoing and dedicated service to victims of domestic violence.

In 2019, the Kaysville Police Department completed the FBI's ELEVATE victim advocacy course. Chief Ellington represented our department, along with Victim Advocate Jennifer Winchester. The

Kaysville Police Department was the first department in Utah to implement this program.

He has worked diligently to implement the ELEVATE concepts within the Kaysville Police Department and has been asked by the FBI to help present this program to other chiefs and departments.

Due to this, the Kaysville Police Department is quickly becoming a model department regarding the response to and investigation of domestic violence.

Officer of the Year Award

Cade Bradshaw



The Kaysville Police Department recognized School Resource Officer Cade Bradshaw for his exemplary service throughout 2019.

Officer Bradshaw was the school resource officer for Davis High School. In this role, Officer Bradshaw has built on the legacy of outstanding school resource officers at Davis High. In 2019, Officer Bradshaw responded to process crime scenes and investigate numerous high profile cases, including burglaries, sex offenses, and a shooting.

He fulfilled both roles of school resource officer and detective with distinction, while at the same time bettering himself by increasing his fitness level and finishing his college degree. Officer Bradshaw is a great example and inspires his fellow officers with his work ethic.

KAYSVILLE CITY COUNCIL

March 4, 2021

Minutes of a regular Kaysville City Council meeting held on March 4, 2021 at 7:00 p.m. in the Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT.

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

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, City Recorder Annemarie Plaizier, Information Technology Assistant Jordan Hansen, Community Development Director Lyle Gibson, Fire Chief Paul Erickson, Police Chief Sol Oberg, Carole Walker, Ramona Porter, Kalub Lewis, David Olson, Ryan Eckardt, Ryan Goran, Ly Tran, Justin Bennett, Sandra Bennett

OPENING

Council Member Tran opened the meeting with a thought and led the Pledge of Allegiance.

PRESENTATIONS AND AWARDS

FIRE DEPARTMENT REPORT

Fire Chief Paul Erickson presented the report of the Kaysville Fire Department from the 2020 year. Chief Erickson explained that because of COVID-19 they hadn't been able to hold a drill night, but plans to hold one in April. They had to cancel their annual Fire Department Open House in October but got some help in creating a fire prevention video which was sent out to all of the Kaysville elementary schools. The fire department is staffed with 16 full-time firefighters, 14 part-time firefighters and a part-time administrative assistant. They have ordered a 3rd ambulance to help cover medical calls, which should be coming in April. The number of calls were almost identical to 2019. The number of overlap responses was a little higher in 2020 because of the windstorm that occurred in the fall. The high density housing on Mutton Hollow has been working to get their smoke detectors replaced which will likely help with the number of false alarms that the fire department is called out on. Since the hiring of 6 more firefighters they have been able to cover our city a lot better. They again have failed to meet the standard response times because our city is so spread out. However, once they removed the non-emergent and mutual aid responses from the equation we are 71% compliant, which tells us a truer picture. In dealing with the pandemic, the fire station was closed to the public and they were unable to allow any tours of the station. Building inspections couldn't be conducted but they have since been able to catch up on the majority of them. Only 6 of our firefighters were infected by COVID-19, but zero response was degraded. The station also became a certified rapid testing site and has been a great success. The Cares Act funding helped us in many ways and we were able to obtain some better equipment to help with patient care, but also protect our staff as well. Chief Erickson said that he is proud of what the department is doing in regards to all the training they have done. They hold 8 to 12 classes a month on their training plan, and they did a great job this last year despite all of the difficulties.

Mayor Witt said that after the windstorm and the earthquake the city received a lot of phone calls and emails from residents asking about the city's emergency response plan. Chief Erickson has been tasked with creating that along with the help of several other department heads.

Chief Erickson said that the plan is coming along well and should be completed soon. This is not a plan that will be long and condense, but rather it gives a broad plan and direction with the expectation that the department heads or other leaders will have their individual checklists. This plan will have resources, mutual aid agreements, and other things that will help each department as a reference. Chief Erickson said that he hopes that it will be ready soon so he can present it to the Council at their meeting on April 15th.

Mayor Witt said that she is grateful for Chief Erickson's leadership, and thanked the fire department for all they do for the city.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

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

- a. Approval of Minutes of February 4, 2021.

The motion was seconded by Council Member Barber.

The vote on the motion was as follows:

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

The motion passed unanimously.

ACTION ITEM

INTERLOCAL AGREEMENT WITH DAVIS COUNTY FOR PARAMEDIC SERVICES.

City Manager Shayne Scott explained that this Interlocal Agreement is between Kaysville, Davis County and Davis County cities. The agreement outlines the timing and steps involved in transitioning paramedic services from under Davis County control to the control of other cities. Each city has been organized into a group by geographical areas and other factors. Kaysville will be grouped with Farmington and Fruit Heights. City Manager Shayne Scott and Chief Erickson has attended many meetings regarding this transition over the course of the past 2 years, and they believe this 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 providing this important service in our city and County. There will be a lot of complexities in the future when we address transferring taxes from

the county to the city and we will need to determine the timing in order to fund the paramedic services.

Council Member Blackham commented that we will need to hire additional people to cover the paramedic positions, which is going to cost additional money and we will need to decide soon where the financing will come from. Council Member Blackham added that he is glad that the city will be holding a Truth in Taxation this year to help address and explain how these taxes will be transferred over.

Mayor Witt said that more details are continually coming forward and the council will be able to address this further at the council budget retreat.

Shayne Scott said that this agreement is the first step in figuring how this program will work. The paramedic program has almost always been underfunded while it's been provided by the county. We will have to determine if this is a tax neutral change in FY 2022 or if we raise taxes to the level we will need in order to cover cost to provide paramedic services.

Council Member Lortz added that he had spoken with the County to discuss the finances of the paramedic program. Through property taxes they have been collecting the finances to pay for paramedic services. They plan to remove that from the county's assessment this year and we will need to raise our taxes in order to collect that now that we will be taking over the paramedic program. However, we won't have the changeover in staffing until next year. Council Member Lortz asked how many paramedics we will need to hire to cover our area.

Chief Erickson responded that he feels that we will likely need to hire 6 paramedics in order to cover shifts. Chief Erickson added that when Station 62 opens we will likely need to hire more firefighters as well.

Council Member Lortz commented that this program will need a substantial amount of money in order to be funded and provide the safety services needed for our area. This is going to change the tax rates in our city and people need to have some education on why their rates will be going up and what the funds are being used for. If we raise our taxes this year we will have the funds we will need to cover costs when this program is shifted to the city next year. The amount the county has been charging through taxes will help to offset the cost but won't cover them fully. This agreement stipulates that we will be fully staffed with the paramedics by the end of 2022. The county will continue to provide services until that time.

Council Member Barber stated that this is going to be a big change to the city and the county, but we have a lot of time to create a public relations campaign to help get the word out to our citizens. This is an essential change and we need to let our residents know what to anticipate. It's our responsibility to spread the word and we need to have as many public engagement opportunities as we can.

Chief Erickson responded that the County has also said they would be willing to help with public engagement.

Shayne Scott added that because this is going to affect the whole County it is something we can do as a coordinated effort.

Council Member Barber stated that the County will also be taking over animal control services as well, which will also affect taxes. We need to make sure we are very clear with what will be going on in our city and county.

Council Member Adams asked about a second fire station.

Chief Erickson responded that there are plans to build a second station on the west side of the city so we can cover the city better. Both stations would need to be manned but we will be able to spread the manpower we already have to both stations. We will need to do an assessment to determine what the needs are for both areas, including manpower and equipment.

Council Member Adams made a motion to approve an Interlocal Agreement with Davis County for Paramedic Services, seconded by Council Member Tran.

The vote on the motion was as follows:

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

The motion passed unanimously.

PRELIMINARY PLAT APPROVAL FOR THE EDGE END HOLLOW 3 AMENDED
SUBDIVISION AT 1175 SOUTH HAIGHT CREEK DRIVE – LOREN CLARK

Lyle Gibson explained that the property owner at 1175 South Haight Creek Drive is requesting preliminary plat approval for a standard 2-lot subdivision of his property which includes .409 acres of land. The preliminary plat contains 2 lots, both facing Haight Creek Drive with one corner lot on Haight Creek Drive and Main Street. Lot 1 is 9,785 square feet and has 89 feet of frontage and has an existing home on it which will remain. Lot 2 is 8,027 square feet with 78 feet of frontage along Haight Creek Drive. This lot will be available for new construction of a dwelling. Both lots meet frontage and square footage requirements for the existing R-1-8 zone. All right-of-way improvements are already complete along Haight Creek Drive and Main Street. The Planning Commission reviewed this request during their February 11, 2021 meeting and unanimously recommend approval.

Council Member Lortz made a motion to approve the preliminary plat for The Edge End Hollow 3 Amended Subdivision located at 1175 South Haight Creek Drive for Loren Clark, seconded by Council Member Barber.

The vote on the motion was as follows:

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

Council Member Barber, yea
Council Member Adams, yea

The motion passed unanimously.

WORK ITEMS

DISCUSSION ON HERITAGE SQUARE DEVELOPMENT AGREEMENT

Lyle Gibson explained that the Heritage Square Townhome Development property is located at approximately 575 West Mutton Hollow Road and was approved for development in 2014. Since that time the project has been built as approved. The original concept was to have 7 total dwellings built as single family attached units, but due to concern with the number of units proposed the Council approved the zone and project but limited the number of units to a total of 4. The property owner and original developer is interested in reconsidering the potential to add additional units similar to the original concept. In order to allow for more units the development agreement would need to be amended, which does not require that the neighbors be noticed. However, Staff is interested in knowing if the Council wants to entertain this further and if so, what process would they like to follow.

Justin Bennett said that when this was originally brought before the Council in 2014 it seemed to be bad timing because 2 other higher density housing developments in this area had just been approved. Several of the neighbors voiced their concerns at the time. Since they have completed development, they feel that this project has had great success and there hasn't been any issues. It seems to have helped to improve the home prices in the area and it has been good for the neighborhood. The units here sit on their own lot and so they each can be separately owned. The vacant area on the south side of the units takes up about 55% of the development and has sat vacant since development. He has to pay taxes on it and it has become a weed lot. Mr. Bennett said that people would likely rather have this area developed than to remain vacant, and wants to build similar homes as what is already here. He has spoken with some of the neighbors on Stonne Lane and they still don't want to provide an access to his property from their road. At the time of approval he was only allowed to build 4 units and now is hoping he can do something with the rest of the property.

Council Member Barber said that there was a lot of development occurring during the time that Mr. Bennett had proposed this development and understands why the council made this decision at that time. Council Member Barber said that she wanted to be mindful of the neighbors and feels that they need to be aware of this proposed amendment to the development agreement. This is a nice area and has been a good development for the city. It would serve a nice purpose in the city because of the current housing shortage. Council Member Barber added that she would also like to hear from the Public Works department to make sure that adding additional units here won't create a problem.

Council Member Blackham said that in the development agreement it mentions 4 units being allowed on Parcel A and 4 units on Parcel B and asked about the location of these parcels.

Justin Bennett responded that Parcel A is the lot located just west of his development which was owned by his grandmother at the time of the original proposal. Both of the parcels were zoned for

commercial but they decided to apply for a rezone for both parcels. However, only Parcel B, Mr. Bennett's lot, was being proposed for development with the idea that Parcel A would be developed at a later date. Both parcels are still considered under the same development agreement and the current owner of Parcel A, Darryl Ernest, will have to agree to this amendment if the council approves it.

Council Member Blackham said that he remembered when this was proposed originally and there were many neighbors who had attended the Public Hearing for it. Council Member Blackham added that he would be open to considering an amendment but would like to give the neighbors the opportunity to speak about this proposal. Council Member Blackham asked if the developer would consider proposing 2 units rather than 3 in the vacant area.

Justin Bennett responded that he would prefer 3 for financial reasons. It's a good spot for these type of units and won't be adding to the traffic in the area.

Council Member Tran asked how many units could potentially be built here under the current zoning.

Lyle Gibson responded that the 7 units that was proposed originally was the maximum amount allowed for the size of this property.

Council Member Tran commented that she feels that the property owner should be allowed to do what they want with their property.

Council Member Adams said that he had lived in this area previously and knows many of the neighbors who still live here whom have told him that the townhomes have been good for the neighborhood. As a city council we are representing the residents of Kaysville. Most people don't pay attention to the council agendas unless it's something they've been notified of. This proposed amendment would make an impact and the neighbors should be informed of it and be given the chance to speak to it.

Mayor Witt commented that it's always good to have the developer speak with the neighbors. It's best to be as transparent about these changes as possible.

Council Member Lortz commented that the city is not required to notice a proposed amendment to a development agreement. However, because this would be creating a second phase to the development it would be appropriate to notice this proposal. Things have changed since this was originally approved and the neighbors might have a different opinion now.

Lyle Gibson said that the developer wanted to bring this before the council before creating a proposed plat to see if the council would even consider an amendment to the development agreement.

Council Member Blackham made a motion to move the Heritage Square Development Agreement to an action item.

Council Member Adams made a substitute motion to move the Heritage Square Development Agreement to an action item, to notify the neighbors of this proposal and to hold a public comment

session before review of the amendment in order to allow a time and place for neighbors to comment if they wish. The motion was seconded by Council Member Tran.

The vote on Council Member Adam's motion was as follows:

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

The motion passed unanimously.

DISCUSSION ON PROPOSED PURCHASING POLICY ALTERATIONS

Nic Mills explained that the City Council recently noted that donating certain property might be better handled administratively. City Staff has reviewed the purchasing policy based on those observations and is proposing 3 alterations, along with some minor edits. First, it increases the authority of the City Manager to authorize purchases less than \$50,000. Second, it authorizes city Staff to purchase items, regardless of price, that have been approved as line items in the budgeting process. Finally, it sets forth a mirrored valuation structure for city Staff to follow when disposing of city property.

Council Member Barber said that she is in favor of authorizing Staff to purchase items which have previously been approved as line items in the budgeting process because having them come back for a second council approval is redundant.

Council Member Lortz commented that the budget is set months ahead of time and hopes that Staff would use discretion when purchasing these line items. Just because it's in the budget doesn't mean it needs to be spent when it's not necessary. Every claim is shared with the Council for review already and each Council Member needs to make sure they are being engaged in reviewing those claims.

Council Member Tran commented that it is one of the Council's duties to review the budget and would prefer to continue to review proposed purchases over \$25,000 instead of raising the authorized purchase amount to \$50,000.

Council Member Blackham agreed with Council Member Tran's comments and feels that the Council reviewing these types of items helps them to be more in the know of what is occurring in the city.

Council Member Barber said she would also like to see the authorized amount to remain at \$25,000.

Mayor Witt commented that years ago, every payment the city made was presented to Council during Council Meetings. We have gone to a more streamlined process now.

Council Member Tran made a motion to move the proposed Purchasing Policy alterations to an action item with the stipulation that the policy be changed to keep the authorized purchased at the authority of the City Manager to less than \$25,000. Council Member Adams seconded the motion and the voting was as follows:

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

The motion passed unanimously.

DISCUSSION ON FRANCHISE AGREEMENT, DISCUSSION ON POLE ATTACHMENT AGREEMENT, DISCUSSION ON FIBER LEASE AGREEMENT, AND DISCUSSION ON FIBER CONDUIT RATES

Shayne Scott explained that the city Staff has been discussing some modifications to our existing Franchise Agreement. These discussions have led to proposing a new Franchise Agreement to be utilized with all interested parties that desire to operate a utility service in Kaysville using City rights-of-way and other City facilities. The city currently has a franchise agreement with only one provider and would proposed, once adopted, to ensure that all present and future utilities adopt the same agreement. City Staff has also been discussion the use of city poles with a specific phone/internet provider for several months now. These discussions have led to proposing a Pole Attachment Agreement to be utilized with all interested parties that desire to utilize city poles to serve area residences and businesses. Part of this process will also be proposing a pole attachment fee to be added to the Consolidated Fee Schedule that is adopted annually by the City Council.

Council Member Lortz suggested putting the pole attachment agreement, the franchise agreement, and the fiber lease agreement together so into one master agreement. The franchise agreement is the most important out of these agreements to be approved soon because if a franchisee where to come in to sign an agreement currently they would be signing the old one. We can't hold up someone because we are working on the franchise agreement.

Council Member Adams said that he would like to see the red-lined changes to the agreement and why they are being made.

Nic Mills responded that multiple versions of the franchise agreements have been created over the years and it's become outdated with different franchisees having different agreements. Approving this would give us a clean slate which would be the same for every franchisee.

Council Member Barber commented that this proposed agreement has been being reviewed for over a year by several people. They have done a lot of research on this and have tried to implement the best practices into this agreement. Council Member Barber asked about the application process.

Nic Mills responded that the application process and requirements is outlined in city ordinance.

Council Member Adams made a motion to move the approval of a Franchise Agreement to an action item contingent on the Council being given a copy of a red-lined franchise agreement. Council Member Lortz seconded the motion.

The vote on the motion was as follows:

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

The motion passed with a vote of four to one.

Shayne Scott said that organizations who wish to attach their facilities to our city poles will have to sign the Pole Attachment Agreement. The fee to do so will be reviewed by the Power Commission and presented to the Council later.

Council Member Lortz commented that he would like to remove the ability for a franchisee to install their own poles within the city, especially in neighborhoods where all of our utilities are underground. If they need to install a pole it could be done through a separate agreement.

Council Member Barber commented that she had spoken with the Power Department who expressed some concerns about this Pole Attachment Agreement. While we are creating this agreement to protect our Power Department and our utilities, we want to make sure that anyone attaching to our poles does so correctly and that they are fulfilling their commitments.

Council Member Lortz said that each franchisee would submit an application showing which poles they want to attach to and what area of the poles. The Power Department could ensure they are in compliance once they have attached to the pole, or the city could trust that the franchisee has attached correctly and if the city finds out later that they haven't then we'd fine them for non-compliance.

Nic Mills said that it's written in the agreement that the city has the right to remove equipment and fine the company for non-compliance.

Shayne Scott added that over time it seems that we have increased our pole count significantly within our city but some franchisees that are not claiming ownership of some of the poles.

Council Member Lortz added that there are many poles that were installed previously for telephone cables but are now being used for internet services. These poles are not being maintained or updated by the city because they've never been considered to be owned by the city. There needs to be some clarification made on who owns and is allowed to attach to these poles.

Council Member Barber made a motion to move the Pole Attachment agreement to an action item, seconded by Council Member Lortz.

The vote on the motion was as follows:

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

The motion passed with a vote of three to two.

Shayne Scott explained that the City installed a fiber ring in various locations throughout the city in 2017. The ring connected several power substations and other city facilities and provided fiber connectivity for automated reporting, monitoring, and other management of these facilities. At the time of installation, conduit and dark fiber were also installed for future city use as well as any other unknown future use that would benefit Kaysville City and residents in our city. An existing local company has recently approached City Staff and proposed to lease fiber from the City. Because this lease would benefit not only the city financially as well as potentially increase connectivity in the city for residents and businesses, Staff is proposing a Fiber Lease Agreement to be entered in with any public or private organization that can meet the expectations and obligations of the agreement.

Council Member Adams commented that it would be a good way to bring in revenue to the city.

Council Member Blackham said that in this agreement it states that the if the lessee meets a certain service level within 24 months then the city would refund a specified amount back to the lessee, but Council Member Blackham stated that he feels that any refund should go back to our residents. We need to assure that if the fiber ring goes down that we are not responsible for repairing it and maintaining it. Council Member Blackham said that this agreement feels as if the city is arbitrarily going into the fiber business, when our residents just voted against it. This agreement is also asking developers to install conduits for this, but that seems as if that should be a developer's decision. This agreement makes it seem that the city would have to maintain this fiber system and he's not comfortable with that. Council Member Blackham said that he doesn't feel that he has enough information about this item to make a decision tonight and he doesn't want to see the city getting into the fiber business.

Council Member Lortz commented that the city is already maintaining the fiber ring as part of normal city operations because we own and use the fiber ring for city operation.

Council Member Adams said that he also has a lot of questions about this proposal and asked how the city would decide who would be able to use the fiber ring. Would we be setting a precedence if we approved someone to use the fiber ring?

Nic Mills responded that the city would have a lot of control over who can use the fiber ring and would have to approve any application submitted to use the fiber ring because this is a city-owned capital improvement. Not just anyone could ask to be a lessee of the fiber ring. They would have to first have a signed franchise agreement in place with the city.

Council Member Adams asked why the city is considering this option at this point in time.

Council Member Lortz responded that after the fiber bond vote failed this was the next step to help bring a cost-effective way to provide these services as well as offer private enterprise. This helps us to try to facilitate the city's goal in improving connectivity within our city.

Council Member Tran commented that not all members of the council has been privy to conversations between potential interested lessees and stated that she would like more time to be able to discuss these conversations. This agreement feels like the city is presenting a fiber business agreement.

Council Member Lortz said that the citizens have been asking for better connectivity and this is what is driving this proposed idea. This would allow residents to benefit from something that the city has already installed and paid for. It doesn't matter who the interested lessees are. The idea that this fiber ring would help to save money is because it's already available and those lessees would be investing in the community. The lessee who has expressed interest would only be asking for 2 strands of the ring. The Sewer District has also asked if they could use it in order to help monitor their infrastructure.

Council Member Tran said that if this is considered a public and private partnership then it should be called so because it helps to clarify the city's objectives. We need to be upfront on what we are trying to accomplish with this.

Council Member Lortz responded that our objectives are listed in the recitals of the agreement.

Council Member Tran said that this still feels that the city would be going against what the citizens voted on.

Council Member Lortz responded that the citizens voted against the city using a bond to pay for fiber in the city. This would allow for better internet for some residents and businesses but would be paid for through private investors and not by the city.

Council Member Barber suggested adding language to the recitals to make it clearer that the city isn't financing any fiber project as part of this proposal. Council Member Barber also suggested making a separate agreement which would pertain to those who wish to lease from the fiber ring but will not be providing telecommunication services. The residents paid for this fiber ring and we need to allow them the opportunity to benefit from it. This will help to provide one way to help to solve the connectivity problems in Kaysville.

Council Member Adams asked about the chance of the city leasing all of the space available on the fiber ring.

Council Member Lortz responded the city will control how many of our fiber strands we will lease and whom we lease to. We have 48 fiber strands available and only 2 wired networks currently in the city. Most networks would only utilize 2 to 4 strands and so it's very unlikely that we will lease out all of our available fiber strands.

Council Member Adams asked about the time frame for the agreement.

Nic Mills responded that the fiber lease agreement is for 5 years, but with the franchise agreement we would propose 10 years.

Council Member Blackham asked about maintenance of the lines.

Council Member Lortz responded that there is language in the ordinance that states that the city isn't responsible if the network is damaged due to any of the lessee's actions.

Council Member Adams stated that he feels that the work that has gone into this agreement and the idea behind it is for the benefit of our citizen's. However, the city has been through many discussions regarding fiber in the city over the last couple of years and he would like more time to process and review this idea. We don't need to rush to approve this.

Council Member Blackham agreed with Council Member Adams and said he feels that the Council needs to be provided further information before a decision can be made.

Council Member Lortz made a motion to retain a decision the Fiber Lease Agreement and Fiber Conduit Rates to bring them back to Council again to further discuss these items. The motion was seconded by Council Member Adams.

The vote on the motion was as follows:

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

The motion passed unanimously.

CALL TO THE PUBLIC

Nothing was brought under this item.

COUNCIL MEMBER REPORTS

Council Member Barber commented that the Parks and Recreation Department has been planning community events and recreational sports for the year. The city will be holding the Annual Easter Egg Hunt on April 3, 2021 at 9:00 a.m. at Barnes Park.

Council Member Adams commented that the Youth City Council held a mock council meeting earlier tonight and they are a great group of kids who are very poignant and professional.

Council Member Tran thanked the Police Department for their efforts with public outreach.

Council Member Lortz said that the Power Commission will be holding a meeting on April 6th at 7:00 p.m. where they will start to discuss the city's electric rates as well as pole attachment fees.

Council Member Blackham commented that he had been working with the Community Development Director on making some amendments to the PRUD ordinance. The Planning Commission will be reviewing the proposed amendments in an upcoming meeting.

Mayor Witt said announced that there are currently two open positions on the Power Commission and applications are being taken. Mayor Witt added that she is grateful that vaccinations continue to be made available for the public and that so many are taking advantage of it. This will help us to be able to provide more events in the future. Also, Council Member Tran has been working with Mayor Witt with the creation of an Interfaith Council and they will be reaching out to more ecclesiastical leaders in the near future.

ADJOURNMENT

Council Member Barber made a motion to adjourn the City Council meeting at 9:49 p.m., seconded by Council Member Adams and passed unanimously.

STAFF REPORT



COUNCIL MEETING DATE: April 15, 2021

TYPE OF ITEM: Consent

SUBJECT/AGENDA TITLE: A Resolution adopting and approving the paralegal job description

EXECUTIVE SUMMARY: The City has had some recent staff turnover. This turnover coupled with anticipated staffing requests in FY 22, has led staff to reorganize the responsibilities in the Finance and Legal departments. This resolution would adopt and approve the position of paralegal in the Legal Department.

Council Options: 1) Approve the resolution adopting and approving the paralegal job description; 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 regarding the paralegal position.

Fiscal Impact & Fund Source for Recommended Action: City Staff does not anticipate any costs to the City based on the passage of this resolution. The funds for this position would come from an existing staff position. This resolution just re-tools the position to better fit the legal department's needs.

Attachments:

RESOLUTION 21-~~XX-XX~~

A RESOLUTION ADOPTING AND APPROVING A PARALEGAL JOB DESCRIPTION

WHEREAS, the Kaysville City Council desires to recruit and retain quality employees; and

WHEREAS, the City Council recognizes the need for further administrative assistance—a paralegal—in the legal department; and

WHEREAS, the City Council desires to establish a job description to outline the responsibilities of the proposed paralegal position; and

WHEREAS, it is deemed to be in the best interest of the citizens of Kaysville City to adopt and approve the job description outlined below.

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

1. The attached job description, hereby incorporated by this reference, is adopted and approved;
2. The City Manager is hereby authorized to hire for this job; and
3. Any actions taken in furtherance of this resolution heretofore are hereby ratified.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **15th day of March, 2021**.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder



Job Description—Paralegal

Department: City Attorney's Office

FLSA Status: Non-Exempt

Supervisor: City Attorney

Salary Range: \$15 – \$30 per hour

Job specifications are intended to present a descriptive list of the range of typical duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job, and all duties described are not necessarily performed by all employees in the class.

Job Summary

Under general supervision, performs a variety of paraprofessional legal services and clerical duties in the City Attorney's Office. This includes providing complex administrative support to the City Attorney, researching legal information from readily available sources, drafting resolutions, ordinances, contracts, and other legal documents and instruments while proofing for accuracy and ensuring proper legal format; maintaining a calendar of court appearances, meetings, and legal deadlines; and receiving and processing claims against the City. The Paralegal works closely with staff from the offices of all City Departments and interfaces periodically with the City Council, the general public, and outside agencies.

Supervision Received and Expected

Receives general and technical supervision from the City Attorney.

Class Characteristics

The Paralegal is a single position class responsible for assisting the City Attorney in administration of the Department's operations. This classification is distinguished from all other City classifications by the specialized knowledge and training required related to legal practices, procedures, forms, documents, legal terminology, and time limits as well as basic knowledge of municipal or government functions and practices. Incumbents exercise sufficient knowledge and prior legal administrative experience necessary to exercise discretion in the resolution of

complex problems where the consequence of error is relatively high. Some duties require researching of legal information from readily available sources, with primary emphasis placed on assembling data, preparing and transmitting documents, and providing technical or procedural information in response to inquiries.

Examples of Typical Functions (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- Provide administrative support to the City Attorney, including composing correspondence for signatures; screening email, mail, and phone calls; scheduling appointments; and ensuring that proper department records are kept.
- Provide legal support to the City Attorney in all aspects of litigation, including, but not limited to transcribing and proofreading various legal documents, including: pleadings, pre- and post-trial motions, discovery, and trial briefs; filing documents with the court; maintaining calendar for timely filing of documents, appearances, depositions, and other proceedings and meetings requiring counsel participation/attendance.
- Coordinate and participate in the investigation, collection, and compilation of a wide variety of information, materials, documents, reports, and evidence.
- Participate in the drafting of ordinances, resolutions, council reports, contracts, and amendments thereto, deeds, leases, permits, and other legal documents and instruments.
- Draft correspondence, memoranda, and reports in support of City Attorney.
- Provide case management assistance to the City Attorney.
- Receive and process claims against the City, including contact with affected departments to research and document pertinent information; prepare necessary documents; communicate with claimants concerning the claims processing procedure, current status, and final resolution of claims.
- Perform basic legal research using City Attorney's office library, the internet, and other research tools.
- Prepare litigation status reports for City Council.
- Respond to subpoenas served on City.
- Maintain law library.
- Provide a variety of information on City Attorney Office operations and procedures, both by telephone and in person. Information may include explanation and interpretation of applicable codes, regulations, and policies.
- Work with staff, the general public, and elected officials providing a high level of administrative support services.
- Recommend and coordinate the development and maintenance of computerized applications and systems.

- Maintain the departments' records storage and control.
- Assist with responses to public records requests.
- Notarize documents, attend city council to take minutes when City Recorder is unavailable, perform other tasks necessary for the functions of the City Recorder to be accomplished.
- Perform clerical tasks, draft resolutions, correspondence, and other material from dictating equipment, clear copy or draft. May independently compose routine correspondence in accordance with established guidelines.
- Collect, compile, analyze, and prepare data for special surveys, projects, and reports.
- Participate as a knowledgeable, cooperative, and supportive member responsible for assisting in developing and implementing departmental and program goals, objectives, policies, procedures, and activities, providing technical and specialized input to department efforts.
- Increase knowledge base and learn new skills in a continuous effort to become a more productive team participant and subject matter expert.
- Build and maintain positive working relationships with co-workers, other City employees, elected officials, and the general public, exhibiting exceptional customer service and communication skills.
- Perform other related duties as assigned.

Qualifications

Knowledge of:

- Legal research methods and proper formatting of legal documents, including, pleadings, discover, pre- and post-trial motions, and trial briefs.
- Standard office practices and procedures, including the use of standard office equipment, basic record-keeping, arithmetic, and computer applications related to the work, including advanced proficiency with word processing software.
- Principles and practices of records retention systems and multiple filing systems.
- Pertinent local, state and federal laws, rules, and regulations as they apply to designated and specialized areas of responsibilities.
- Professional level writing techniques and correct English usage, including; proper grammar, spelling, vocabulary, and punctuation.
- General customer service principles and practices.

Ability to:

- Analyze and interpret applicable City Codes, laws, ordinances, and statutes.
- Locate and assemble data; provide information and organize material in conformance with laws and procedures.
- Maintain calendar for purposes of litigation and proceedings requiring counsel participation.

- Efficiently take notes, summarize written or verbal material presented, and transcribe notes, legal documents, memoranda and correspondence.
- Proofread documents with a strong attention to detail while correcting spelling, punctuation, and grammar.
- Operate a PC/tablet and related software.
- Understand the role and organization of the City Attorney's office.
- Interpret and apply federal, state, and local laws and regulations.
- Organize work, set priorities, meet deadlines and complete assignments independently.
- Perform process improvements through the implementation of enhanced manual or automated systems solutions which increase organizational efficiency.
- Interpret a wide variety of documents and apply knowledge of diverse procedures.
- Accurately monitor timelines to ensure legal compliance.
- Maintain filing systems and complex records including confidential data.
- Work independently and with minimal direction and follow projects through to completion; exercising sound, independent judgment within general policy guidelines.
- Assist in the development and implementation of policies, procedures, work standards and internal controls.
- Establish, maintain, and foster positive and effective working relationships with those contacted during work.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Communicate effectively in person, over the telephone, and in writing.
- Consistently demonstrate professionalism, ethical integrity, and exceptional customer service.
- Celebrate the achievements and success of the organization.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Completion of high school or equivalent and any combination of training and experience equivalent to one year of litigation, legal assistant or related experience in a law firm, public agency or other similar office.

Preferred qualifications include prior federal, state, or local agency experience, completion of a recognized paralegal or criminal justice associates degree, or currently pursuing a paralegal or criminal justice degree.

License and Certification:

A Driver's License and a satisfactory driving record are conditions of initial and continued employment.

Physical Demands

This is primarily a sedentary office classification although standing and walking between work areas is required. Individual(s) in this class must possess mobility to work in a standard office setting using standard office equipment, operate a motor vehicle to visit various City and meeting sites; possess visual acuity to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. The position in this classification occasionally bends, stoops, kneels, reaches, climbs, and walks on uneven surfaces; and pushes and pulls drawers open and closed to retrieve and file information. Employee must possess the ability to lift, carry, push, and pull materials and objects weighing up to 20 pounds.

Environmental elements Employee primarily works in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances and is in direct contact with other City personnel and the public.

WORKING CONDITIONS

May be required to work a varied schedule of hours, which may include early mornings and evenings.

In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the Human Resources Department.
Kaysville City is an Equal Opportunity Employer.

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: April 15, 2021

TYPE OF ITEM: ACTION

PRESENTED BY: Community Development Staff

SUBJECT/AGENDA TITLE: Consideration of an ordinance amending Section 17-18-7 "Area, Lot Coverage, and Yard Requirements, of Chapter 17-18, "Professional Business District", of Title 17 Planning and Zoning, of the Kaysville City Ordinances.

EXECUTIVE SUMMARY:

An ordinance has been prepared at the direction of the Planning Commission to better accommodate potential business development while still providing appropriate buffering to residential zones in the PB (Professional Business) district.

The PB zoning district is only allowed on Main Street and 200 North and only allows office uses. Very few properties in the city currently have this designated, nearly all of which are built on. The Planning Commission in reviewing a particular site that has struggled to develop felt that it would be appropriate to make a change to the zoning district regulations that would be appropriate in that instance and at all locations where the zone may be considered in the future.

The change simply allows new and existing construction to have the same yard requirements whereas now new construction is more restrictive.

Council Options: Approve, Deny, Table for more information

Recommended Options: The Planning Commission voted unanimously in favor of the proposed ordinance.

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

Attachments: Proposed Ordinance

**KAYSVILLE CITY
ORDINANCE 21-3-2**

AN ORDINANCE AMENDING THE YARD REQUIREMENT OF THE PB ZONING DISTRICT.

WHEREAS, the Kaysville City Planning Commission has made a recommendation in favor of the proposed ordinance change; and

WHEREAS, the Kaysville City Council has determined that the proposed ordinance change will help foster better development;

NOW THEREFORE, be it ordained by the Council of Kaysville City, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “17-18-7 Area, Lot Coverage And Yard Requirements” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-18-7 Area, Lot Coverage And Yard Requirements

There are no lot size or yard requirements except that where a lot in the Professional Business District abuts a residential district, the yard abutting the residential district shall be at least twenty feet (20'). An existing building may have the twenty feet (20') yard requirement reduced to the yard requirement of the abutting residential zone if the reduced yard contains only landscaping.

AFTER AMENDMENT

17-18-7 Area, Lot Coverage And Yard Requirements

There are no lot size or yard requirements except that where a lot in the Professional Business District abuts a residential district, the yard abutting the residential district shall be at least twenty feet (20'). A ~~n-existing~~ building may have the twenty feet (20') yard requirement reduced to the yard requirement of the abutting residential zone if the reduced yard contains only landscaping.

PASSED AND ADOPTED BY THE KAYSVILLE CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Council Member Adams	_____	_____	_____	_____
Council Member Barber	_____	_____	_____	_____
Council Member Blackham	_____	_____	_____	_____
Council Member Lortz	_____	_____	_____	_____
Council Member Tran	_____	_____	_____	_____

Presiding Officer

Attest

Katie Witt, Mayor, Kaysville City

Annemarie Plaizier, City Recorder
Kaysville City

STAFF REPORT



COUNCIL MEETING DATE: April 15, 2021

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: 950 North Construction Access Discussion

EXECUTIVE SUMMARY:

Farmington Bay Contractors (FBC) is proposing to use 950 North as a construction access. Trucks and other necessary equipment would travel on Shepherd Lane from the east and would operate as far west as the west side of the "Mink Farm" Interchange

FBC would perform subgrade and other road preparation work as well as include road base that would save the project a proposed \$600,000 plus.

FBC could be in a position to be the contractor on the construction of 950 North as well. This detail is still being vetted out but if chosen, Farmington and Kaysville could recognize another significant amount of cost savings on the project in mobilization as well as construction costs/mile that have been negotiated by UDOT for the highway that potentially our two cities could recognize as well.

950 North being used in this way will alleviate traffic on other construction access roads in our city as well as in Farmington. Distributing traffic in this way is good for traffic congestion and flow.

Council Options: 1) No Action necessary at this time.

Recommended Options: No recommended options at this time.

Fiscal Impact & Fund Source for Recommended Action: No Fiscal Impact at this time.

Proposed PRUD Ordinance Changes

Key Points

The proposed ordinance:

- Limits the amount of flexibility that may be considered when reviewing a Planned Residential Unit Development by:
 - Putting a clear cap on the potential number of homes in common open space subdivision not to exceed the density allowed by the underlying zoning district.
 - Identifying items that may be altered only by a limited amount such as cul-de-sac length, block size, and yard requirements in relation to a street.
- Requires that common open space be improved open space allowing only 30% to include natural areas.
- Clarifies the standards of a private street subdivision and clarifies that the minimum front yard permitted is 20 feet.
- Allows flag lot development as a use by right as long as existing criteria such as lot size and frontage requirements are met rather than continuing to consider them on a case by case basis as a legislative decision.

**KAYSVILLE CITY
ORDINANCE 21-3-1**

**AN ORDINANCE AMENDING THE AMOUNT OF FLEXIBILITY ALLOWED BY
THE PRUD OVERLAY ZONE AND AMENDING THE PROCESS BY WHICH FLAG
LOTS ARE CONSIDERED.**

WHEREAS, Clarification in the meaning of the city's ordinances particular to what a developer may request when proposing a Planned Residential Unit Development is desirable; and

WHEREAS, the Kaysville City Planning Commission has provided a recommendation regarding the proposed ordinances; and

WHEREAS, the Kaysville City Council has determined in an open and public meeting that the proposed ordinance changes will enhance the manner in which the city develops;

NOW THEREFORE, be it ordained by the Council of Kaysville City, in the State of Utah, as follows:

SECTION 1: **AMENDMENT** “17-34-4 Zone Flexibility” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-34-4 Zone Flexibility

The Planned Residential Unit Development overlay zone shall be used in combination with existing conventional zones. The Planning Commission and City Council may, in the process of approving conceptual, preliminary, or final Planned Residential Unit Development plans, approve variations from applicable development standards in the underlying zone.

AFTER AMENDMENT

17-34-4 Zone Flexibility

The Planned Residential Unit Development overlay zone shall be used in combination with existing conventional zones. The Planning Commission and City Council may, in the process of approving conceptual, preliminary, or final Planned Residential Unit Development plans, approve variations from applicable development standards in the underlying zone within limits as outlined by this chapter.

SECTION 2: AMENDMENT “17-34-5 Additional Criteria” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-34-5 Additional Criteria

1. In considering the application for Planned Residential Unit Development overlay zone, the following shall be evaluated:
 - a. A comprehensive and harmonious arrangement of buildings, circulation ways, parking and development amenities.
 - b. The relationship to existing and proposed land uses and circulation plans of the community, and avoidance of any disrupting element in the neighborhood.
 - c. Housing Types.
 - d. Impacts of the roads, lanes or driveways on adjacent properties.
 - e. Impacts on the privacy of adjacent properties.
2. These may be mitigated by imposing conditions such as:
 - a. Fencing.
 - b. Landscaping for screening and/or aesthetics.
 - c. Building placement, height and mass.
 - d. Building design, such as number of stories, exterior building materials and placement of windows on corner lots and second levels.
 - e. Reduction in density.
 - f. Grading.

AFTER AMENDMENT

17-34-5 Additional Criteria

1. In considering the application for Planned Residential Unit Development overlay zone, the following shall be evaluated:
 - a. A comprehensive and harmonious arrangement of buildings, circulation ways, parking and development amenities.
 - b. The relationship to existing and proposed land uses and circulation plans of the community, and avoidance of any disrupting element in the neighborhood.
 - c. Housing Types.
 - d. Impacts of the roads, lanes or driveways on adjacent properties.
 - e. Impacts on the privacy of adjacent properties.
 - f. Buildings shall reflect similar exterior quality to surrounding properties, in terms of exterior materials and design, or be set back and buffered from adjacent uses as approved.
 - g. Every effort shall be made, by creative site planning, to preserve substantial trees and shrubs on the development site.
2. These may be mitigated by imposing conditions such as:

- a. Fencing.
- b. Landscaping for screening and/or aesthetics.
- c. Building placement, height and mass.
- d. Building design, such as number of stories, exterior building materials and placement of windows on corner lots and second levels.
- e. Reduction in density.
- f. Grading.

SECTION 3: **AMENDMENT** “17-34-7 Common Open Space Subdivision”
of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-34-7 Common Open Space Subdivision

1. **Development requirements.** The following development standards shall apply unless variations are approved in a Development Agreement.
 - a. The number of dwelling units allowed in a common open space subdivision is determined by dividing the total area of all the land within the common open space subdivision by the minimum land area required for one dwelling unit in the underlying zone:

Underlying Zone	Land Area Per Dwelling Unit (in square feet)
A-5	210,000
A-1	40,000
R-A	21,780
R-T	8,000
R-1-20	20,000
R-1-14	14,000
R-1-LD	21,780
R-1-10	10,000
R-1-8	8,000
R-1-6	6,000
R-D	2,800
R-2	4,000
R-4	3,000
R-M	2,800

- b. Buildings shall reflect similar exterior quality to surrounding properties, in terms of exterior materials and design, or be set back and buffered from adjacent uses as approved.
- c. The open space and amenities should be located adjacent to all dwelling units or easily accessible therefrom.
- d. Block, lot, lot area, lot width, setbacks, building height, and lot coverage regulation shall be determined by approval of the development plan. No building shall be closer than twenty feet (20') to any street improvement. All dwellings shall have a minimum rear yard of fifteen feet (15') and a minimum of ten feet (10') between buildings.
- e. Every effort shall be made, by creative site planning, to preserve substantial trees and shrubs on the development site.
- f. If any lot in the Common Open Space Subdivision is smaller than the minimum lot size allowed in the underlying zoning district, common open space, usable and accessible by all owners of the lots or units shall be provided and designated on the plat. The minimum common open space required shall be determined by dividing the minimum lot size allowed in the underlying zoning district by the average lot size in the plat and then multiplying the result (quotient) by ten percent (10%), then multiplying the product by the total area of the subdivision. No streets, driveways, or residential parking areas may be included as part of the required common open space. The required common

open space may include natural areas. and/or areas totally designed and landscaped. Any open space that is not common open space cannot be used to fulfill the open space requirements.

- g. A Neighborhood Open Space Easement on and over the common open space shall be granted to Kaysville City, concurrent with recording of the final plat. The easement will provide that the common open space remains open. The easement shall allow for landscape maintenance and construction of recreational structures as long as not more than thirty percent (30%) of the open space is covered by such structures.
- h. An easement on and over the common facilities shall be platted and granted to every owner of property in the subdivision.
- i. All common facilities shall be improved as set forth in [KCC 19-2-1](#) of the Subdivision Ordinance.
- j. To assure maintenance of the common facilities, a Homeowners Association shall be created concurrent with the recording of the final plat. By proper covenants running with the land and through the declaration, and bylaws of said Association, which declaration and bylaws shall be recorded in the office of the Davis County Recorder, it shall, among other things be provided that:
 - i. Membership in the Association shall be mandatory for each lot purchaser, their guarantees, successors and assigns.
 - ii. The common facilities restrictions shall be permanent and not just for a period of years.
 - iii. The Association shall be responsible for maintaining liability insurance, paying general property taxes, and maintaining all common facilities.
 - iv. All lot owners shall pay their prorated share of the costs of upkeep, maintenance, and operation.
 - v. Any assessment levied by the Association may become a lien on the real property of any lot owner.
 - vi. In the event the Homeowners Association does not maintain the common facilities and improvements as proposed and indicated at the time of subdivision, the City may, at its option after appropriate notice given to the Homeowners Association and property owners, do or contract to have done the required maintenance, maintain liability insurance and pay general property taxes, and recover the costs incident thereto by means of a lien against the involved properties of the members of the Homeowners Association.
- k. General public open space may be required by the City, where the benefit of the open space to the community at large is such that general public access is desirable. In such open space, the developer will provide any necessary improvements and convey the property to the City. The City will agree to maintain the conveyed open space as well as keep it perpetually open. Conveyed open space shall be exempt from the easement requirements of items (g) (h) and (j) above. The general public open space is part of the development for the purposes of density and open space calculations.

Acceptable Uses. Subject to the review and approval of the Planning Commission, uses acceptable in a common open space subdivision shall be those uses which are permitted in the zoning district in which the common open space subdivision is located; provided that for the purpose of this section, single family attached dwellings such as townhouses and row houses or zero lot line homes, shall be considered single family dwellings and may be acceptable in a common open space subdivision approved in a single family zoning district.

Conceptual Plans. The application shall be accompanied by conceptual plans and documents showing:

1. Development density, coverage, and open space characteristics.
2. Vehicular and pedestrian circulation including trail systems, parking, and public uses.
3. A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures.
4. Conceptual landscape plan, fencing and screening.
5. Conceptual grading and drainage.
6. Streets and lots.
7. Identification signs or entrance features.
8. Area lighting.
9. Such other pertinent information as may be required by the Planning Commission.

Preliminary Subdivision Plat. The preliminary subdivision plat shall be accompanied by supplementary information including:

1. Topographic maps of the entire site, including contour intervals no greater than two feet (2').
2. A tabulation of the total acreage of the site and the percentages thereof to be designated for various uses, i.e., parking, residential units, open space, streets, etc.
3. Proposed circulation pattern including private driveways, public and private streets, pedestrian and bicycle paths and trail systems.
4. Parks, common open spaces, playgrounds, school sites, churches, and other public or private recreation facilities and improvements proposed within the common open space subdivision.
5. General location of all dwellings and other structures.
6. Proposed location of parking, ingress and egress.
7. A landscaping plan prepared by a licensed landscape architect may be required to ensure that the quality of open space justifies the Planned Residential Unit Development overlay zoning designation. The landscaping plan shall include, at a minimum, the following information:
 - a. The locations and dimensions of all existing and proposed structures (when feasible), property lines, easements, right-of-ways and/or driveways.
 - b. The plant names, locations, qualities and sizes of all existing and proposed plants. Drought tolerant designs are encouraged.
 - c. Existing and proposed grading of the site indicating contours at two feet (2') intervals.
 - d. Existing and proposed fencing or screening and identification of the fencing

material.

- e. Any proposed tot lots, pavilions, picnic areas, benches and other site furniture, club houses or other amenities.
 - f. An inventory of landscaped areas, turf grass areas and plant species along with the estimated cost of all the improvements.
- 8. Preliminary elevations or perspectives for building types proposed within the development, except in the case of custom homes.
 - 9. A preliminary utility plan showing the manner in which adequate sewage disposal, storm drainage, and water services are to be provided, including the point from which said services are to be extended or connected.
 - 10. The size, location, design, and nature of signs, if any, and the intensity and direction or area of flood lighting.
 - 11. A copy of the proposed restrictive covenants.
 - 12. Such other pertinent information as may be required by the Planning Commission.

Final Subdivision Plat. The final subdivision plat may be accompanied by a development agreement incorporating the commitments and conditions defined for this development agreement through the review process. The development agreement may incorporate exhibits showing the general site plan and any architectural drawings provided within the review process. Upon approval of the City, the development agreement shall be recorded at the office of the Davis County Recorder and shall run with the land.

AFTER AMENDMENT

17-34-7 Common Open Space Subdivision

- 1. **Development requirements.** ~~The following development standards shall apply unless variations are approved in a Development Agreement.~~
 - a. The number of dwelling units allowed in a common open space subdivision is determined by dividing the total area of all the land within the common open space subdivision by the minimum land area required for one dwelling unit in the underlying zone as indicated in the following table. The number of units determined by this calculation cannot be exceeded.

Underlying Zone	Land Area Per Dwelling Unit (in square feet)
A-5	210,000
A-1	40,000
R-A	21,780
R-T	8,000
R-1-20	20,000
R-1-14	14,000
R-1-LD	21,780
R-1-10	10,000
R-1-8	8,000
R-1-6	6,000
R-D	2,800
R-2	4,000
R-4	3,000
R-M	2,800

2. The following development standards indicate the maximum extent to which variation from the normal development standards of the underlying zone may be altered.
 - a. ~~The open space and amenities should be located adjacent to all dwelling units or easily accessible therefrom.~~
 - b. Block size, ~~lot, lot area, lot width, setbacks,~~ building height, and lot coverage regulations shall be determined by approval of the development plan and shall not vary from the normal standard of the underlying zone by more than 20%.
 - c. No building shall be closer than twenty feet (20') to any street improvement. All dwellings shall have a minimum rear yard of fifteen feet (15') and a minimum of ten feet (10') between buildings.
 - d. ~~Every effort shall be made, by creative site planning, to preserve substantial trees and shrubs on the development site.~~
3. Common Open Space Requirements
 - a. If any lot in the Common Open Space Subdivision is smaller than the minimum lot size allowed in the underlying zoning district, common open space, usable and accessible by all owners of the lots or units shall be provided and designated on the plat. Usable open space shall be considered improved space such as a garden, park, clubhouse, pool, trail, playground, or similar improvement determined acceptable by the City Council based on the size of the development.
 - b. The minimum common open space required shall be determined by dividing the

minimum lot size allowed in the underlying zoning district by the average lot size in the plat and then multiplying the result (quotient) by ten percent (10%), then multiplying the product by the total area of the subdivision. No streets, driveways, or residential parking areas may be included as part of the required common open space. A maximum of 30% of the required common open space may include natural areas. The remaining common open space must be designed, improved or landscaped to quality as usable open space. Any open space that is not common open space cannot be used to fulfill the open space requirements.

- c. A Neighborhood Open Space Easement on and over the common open space shall be granted to Kaysville City, concurrent with recording of the final plat. The easement will provide that the common open space remains open. The easement shall allow for landscape maintenance and construction of recreational structures as long as not more than thirty percent (30%) of the open space is covered by such structures.
- d. An easement on and over the common facilities shall be platted and granted to every owner of property in the subdivision.
- e. All common facilities shall be improved as set forth in [KCC 19-2-1](#) of the Subdivision Ordinance.
- f. To assure maintenance of the common facilities, a Homeowners Association shall be created concurrent with the recording of the final plat. By proper covenants running with the land and through the declaration, and bylaws of said Association, which declaration and bylaws shall be recorded in the office of the Davis County Recorder, it shall, among other things be provided that:
 - i. Membership in the Association shall be mandatory for each lot purchaser, their guarantees, successors and assigns.
 - ii. The common facilities restrictions shall be permanent and not just for a period of years.
 - iii. The Association shall be responsible for maintaining liability insurance, paying general property taxes, and maintaining all common facilities.
 - iv. All lot owners shall pay their prorated share of the costs of upkeep, maintenance, and operation.
 - v. Any assessment levied by the Association may become a lien on the real property of any lot owner.
 - vi. In the event the Homeowners Association does not maintain the common facilities and improvements as proposed and indicated at the time of subdivision, the City may, at its option after appropriate notice given to the Homeowners Association and property owners, do or contract to have done the required maintenance, maintain liability insurance and pay general property taxes, and recover the costs incident thereto by means of a lien against the involved properties of the members of the Homeowners Association.
- g. General public open space may be required by the City, where the benefit of the open space to the community at large is such that general public access is

desirable. In such open space, the developer will provide any necessary improvements and convey the property to the City. The City will agree to maintain the conveyed open space as well as keep it perpetually open. Conveyed open space shall be exempt from the easement requirements of items (g) (h) and (j) above. The general public open space is part of the development for the purposes of density and open space calculations.

Acceptable Uses. Subject to the review and approval of the Planning Commission, uses acceptable in a common open space subdivision shall be those uses which are permitted in the zoning district in which the common open space subdivision is located; provided that for the purpose of this section, single family attached dwellings such as townhouses and row houses or zero lot line homes, shall be considered single family dwellings and may be acceptable in a common open space subdivision approved in a single family zoning district.

Conceptual Plans. The application shall be accompanied by conceptual plans and documents showing:

1. Development density, coverage, and open space characteristics.
2. Vehicular and pedestrian circulation including trail systems, parking, and public uses.
3. A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures.
4. Conceptual landscape plan, fencing and screening.
5. Conceptual grading and drainage.
6. Streets and lots.
7. Identification signs or entrance features.
8. Area lighting.
9. Such other pertinent information as may be required by the Planning Commission.

Preliminary Subdivision Plat. The preliminary subdivision plat shall be accompanied by supplementary information including:

1. Topographic maps of the entire site, including contour intervals no greater than two feet (2').
2. A tabulation of the total acreage of the site and the percentages thereof to be designated for various uses, i.e., parking, residential units, open space, streets, etc.
3. Proposed circulation pattern including private driveways, public and private streets, pedestrian and bicycle paths and trail systems.
4. Parks, common open spaces, playgrounds, school sites, churches, and other public or private recreation facilities and improvements proposed within the common open space subdivision.
5. General location of all dwellings and other structures.
6. Proposed location of parking, ingress and egress.
7. A landscaping plan prepared by a licensed landscape architect may be required to ensure that the quality of open space justifies the Planned Residential Unit Development overlay zoning designation. The landscaping plan shall include, at a minimum, the following information:
 - a. The locations and dimensions of all existing and proposed structures (when

- feasible), property lines, easements, right-of-ways and/or driveways.
- b. The plant names, locations, qualities and sizes of all existing and proposed plants. Drought tolerant designs are encouraged.
- c. Existing and proposed grading of the site indicating contours at two feet (2') intervals.
- d. Existing and proposed fencing or screening and identification of the fencing material.
- e. Any proposed tot lots, pavilions, picnic areas, benches and other site furniture, club houses or other amenities.
- f. An inventory of landscaped areas, turf grass areas and plant species along with the estimated cost of all the improvements.
- 8. Preliminary elevations or perspectives for building types proposed within the development, except in the case of custom homes.
- 9. A preliminary utility plan showing the manner in which adequate sewage disposal, storm drainage, and water services are to be provided, including the point from which said services are to be extended or connected.
- 10. The size, location, design, and nature of signs, if any, and the intensity and direction or area of flood lighting.
- 11. A copy of the proposed restrictive covenants.
- 12. Such other pertinent information as may be required by the Planning Commission.

Final Subdivision Plat. The final subdivision plat may be accompanied by a development agreement incorporating the commitments and conditions defined for this development agreement through the review process. The development agreement may incorporate exhibits showing the general site plan and any architectural drawings provided within the review process. Upon approval of the City, the development agreement shall be recorded at the office of the Davis County Recorder and shall run with the land.

SECTION 4: AMENDMENT “17-34-8 Private Street Subdivision” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-34-8 Private Street Subdivision

1. **Development requirements.** The following development standards shall apply unless variations are approved in a Development Agreement.
 - a. All lots within private street subdivisions shall comply with all requirements of the zone district. Yards abutting private streets shall be measured from the nearest private street easement line.
 - b. Private street improvements shall include curb. Requirements shall be determined by approval of the development plan. Private streets are defined as that area within the private street easement.

- c. An easement on and over all private street improvements shall be platted and granted to every owner of property in the subdivision.
 - d. No building shall be closer than twenty feet (20') to any street improvement.
 - e. All private streets shall be improved as set forth in [KCC 19-2-1](#) of the Subdivision Ordinance.
 - f. To assure maintenance of the private streets, a Homeowners Association shall be created concurrent with the recording of the final plat. By proper covenants running with the land and through the declaration and bylaws of said Association, which declaration and bylaws shall be recorded in the office of the Davis County Recorder, it shall, among other things, be provided that:
 - i. Membership in the Association shall be mandatory for each lot purchaser, their guarantees, successors and assigns.
 - ii. The private street restrictions shall be permanent and not just for a period of years.
 - iii. The association shall be responsible for maintaining liability insurance, paying general property taxes, and maintaining all private streets.
 - iv. All lot owners shall pay their prorated share of the costs of upkeep, maintenance, and operation.
 - v. Any assessment levied by the Association may become a lien on the real property of any lot owner.
 - vi. In the event the Homeowners Association does not maintain the private streets and improvements as proposed and indicated at the time of subdivision, the City may, at its option after appropriate notice given to the Homeowners Association and property owners, do or contract to have done the required maintenance, maintain liability insurance and pay general property taxes, and recover the costs incident thereto by means of a lien against the involved properties of the members of the Homeowners Association.
2. **Acceptable Uses.** Subject to the review and approval of the Planning Commission, uses acceptable in a private street subdivision shall be those uses which are permitted in the zoning district in which the private street subdivision is located.

AFTER AMENDMENT

17-34-8 Private Street Subdivision

1. **Development requirements.** ~~The following development standards shall apply unless variations are approved in a Development Agreement.~~
 - a. All lots within private street subdivisions shall comply with all requirements of the zone district. Yards abutting private streets shall be measured from the nearest private street easement line.
 - b. Private street improvements shall include curb. ~~Requirements shall be determined by approval of the development plan.~~ Private streets are defined as that area within the private street easement.
 - c. An easement on and over all private street improvements shall be platted and

granted to every owner of property in the subdivision.

- d. ~~No building shall be closer than twenty feet (20') to any street improvement.~~
 - e. All private streets shall be improved as set forth in [KCC 19-2-1](#) of the Subdivision Ordinance.
 - f. To assure maintenance of the private streets, a Homeowners Association shall be created concurrent with the recording of the final plat. By proper covenants running with the land and through the declaration and bylaws of said Association, which declaration and bylaws shall be recorded in the office of the Davis County Recorder, it shall, among other things, be provided that:
 - i. Membership in the Association shall be mandatory for each lot purchaser, their guarantees, successors and assigns.
 - ii. The private street restrictions shall be permanent and not just for a period of years.
 - iii. The association shall be responsible for maintaining liability insurance, paying general property taxes, and maintaining all private streets.
 - iv. All lot owners shall pay their prorated share of the costs of upkeep, maintenance, and operation.
 - v. Any assessment levied by the Association may become a lien on the real property of any lot owner.
 - vi. In the event the Homeowners Association does not maintain the private streets and improvements as proposed and indicated at the time of subdivision, the City may, at its option after appropriate notice given to the Homeowners Association and property owners, do or contract to have done the required maintenance, maintain liability insurance and pay general property taxes, and recover the costs incident thereto by means of a lien against the involved properties of the members of the Homeowners Association.
2. The following development standards indicate the maximum extent to which variation from the development standards of the underlying zone may be altered upon specific approval of the City Council.
- a. No building shall be closer than twenty feet (20') to any street improvement.
3. **Acceptable Uses.** Subject to the review and approval of the Planning Commission, uses acceptable in a private street subdivision shall be those uses which are permitted in the zoning district in which the private street subdivision is located.

SECTION 5: **AMENDMENT** “17-34-9 Flag Lot Subdivision” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-34-9 Flag Lot Subdivision

1. Development requirements:

- a. The area of each flag lot shall be at least 10,000 square feet or meet the lot area required by the underlying zone district, whichever is greater.
 - b. Flag lots shall have access to a street by way of a projection of at least thirty feet (30') in width along its entire length. Two flag lots with projections side-by-side may each have projections eighteen feet (18') or greater in width (for a total of not less than 36 feet) and share a common paved driveway twenty feet (20') or more in width covered by an easement so that the driveway cannot be divided.
 - c. Main buildings on a flag lot shall be located not closer than twenty feet (20') to any property line.
 - d. Accessory buildings shall comply with [KCC 17-31-2](#).
2. **Acceptable Uses.** Subject to the review and approval of the Planning Commission, uses acceptable in a flag lot subdivision shall be those uses which are permitted in the zoning district in which the flag lot subdivision is located. Two family dwellings on flag lots as conditional uses are prohibited.
3. **Applicability:**
- a. Flag lot subdivisions shall be considered only in R-A, R-1, R-D, R-2, R-4 and R-M zones.

AFTER AMENDMENT

17-34-9 Flag Lot Subdivision

- ~~1. **Development requirements:**~~
 - ~~a. The area of each flag lot shall be at least 10,000 square feet or meet the lot area required by the underlying zone district, whichever is greater.~~
 - ~~b. Flag lots shall have access to a street by way of a projection of at least thirty feet (30') in width along its entire length. Two flag lots with projections side-by-side may each have projections eighteen feet (18') or greater in width (for a total of not less than 36 feet) and share a common paved driveway twenty feet (20') or more in width covered by an easement so that the driveway cannot be divided.~~
 - ~~c. Main buildings on a flag lot shall be located not closer than twenty feet (20') to any property line.~~
 - ~~d. Accessory buildings shall comply with [KCC 17-31-2](#).~~
- ~~2. **Acceptable Uses.** Subject to the review and approval of the Planning Commission, uses acceptable in a flag lot subdivision shall be those uses which are permitted in the zoning district in which the flag lot subdivision is located. Two family dwellings on flag lots as conditional uses are prohibited.~~
- ~~3. **Applicability:**~~
 - ~~a. Flag lot subdivisions shall be considered only in R-A, R-1, R-D, R-2, R-4 and R-M zones.~~

SECTION 6: **AMENDMENT** “17-10-6 Area, Lot Width, And Yard Requirements” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-10-6 Area, Lot Width, And Yard Requirements

The following minimum requirements shall be observed except where increased for conditional uses.

1. The lot area shall not be less than 21,780 square feet.
2. The lot width shall not be less than one hundred feet (100') at a distance fifty feet (50') back from the front lot line.
3. The front yard for any building shall be at least thirty feet (30').
4. The side yard for any dwelling shall be not less than eight feet (8') and the total width of the two (2) required side yards shall be not less than sixteen feet (16').
5. Other main buildings shall have a side yard of not less than twenty feet (20') and the total width of the two (2) required side yards shall be not less than forty feet (40').
6. On corner and multiple frontage lots, the yards which abut a street shall be not less than twenty feet (20') from the street for both main and accessory buildings. *see exception: 17-31-2
7. The minimum rear yard for any main building shall be thirty feet (30').
8. Where approved by the Planning Commission, the street right-of-way may be increased twenty feet (20') and the area contained in the additional right-of-way abutting lots deducted from the lot size requirement. The additional right-of-way shall be used as parkways (area between right-of-way or private property line and curb line) abutting lots.

AFTER AMENDMENT

17-10-6 Area, Lot Width, And Yard Requirements

The following minimum requirements shall be observed except where increased for conditional uses.

1. The lot area shall not be less than 21,780 square feet.
2. The lot width shall not be less than one hundred feet (100') at a distance fifty feet (50') back from the front lot line.
3. The front yard for any building shall be at least thirty feet (30').
4. The side yard for any dwelling shall be not less than eight feet (8') and the total width of the two (2) required side yards shall be not less than sixteen feet (16').
5. Other main buildings shall have a side yard of not less than twenty feet (20') and the total width of the two (2) required side yards shall be not less than forty feet (40').
6. On corner and multiple frontage lots, the yards which abut a street shall be not less than twenty feet (20') from the street for both main and accessory buildings. *see exception: 17-31-2
7. The minimum rear yard for any main building shall be thirty feet (30').
8. Where approved by the Planning Commission, the street right-of-way may be increased twenty feet (20') and the area contained in the additional right-of-way abutting lots

deducted from the lot size requirement. The additional right-of-way shall be used as parkways (area between right-of-way or private property line and curb line) abutting lots.

9. Flag lot development requirements:

- a. The area of each flag lot shall be at least 21,780 square feet.
- b. Flag lots shall have access to a street by way of a projection of at least thirty feet (30') in width along its entire length. Two flag lots with projections side-by-side may each have projections eighteen feet (18') or greater in width (for a total of not less than 36 feet) and share a common paved driveway twenty feet (20') or more in width covered by an easement so that the driveway cannot be divided.
- c. Main buildings on a flag lot shall be located not closer than twenty feet (20') to any property line.
- d. Accessory buildings shall comply with [KCC 17-31-2](#).
- e. Uses acceptable in a flag lot subdivision shall be those uses which are permitted in the zoning district in which the flag lot subdivision is located.

SECTION 7: AMENDMENT “17-12-6 Area, Lot Width, And Yard Requirements” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-12-6 Area, Lot Width, And Yard Requirements

The following minimum requirements shall be observed except where increased for conditional uses.

1. The lot area shall not be less than that indicated below for the sub-zone district in which the lot is situated:

R-1-20	20,000 square feet
R-1-14	14,000 square feet
R-1-LD	12,000 square feet
R-1-10	10,000 square feet
R-1-8	8,000 square feet
R-1-6	6,000 square feet

2. The minimum width of any lot for a main building, measured at a distance thirty feet (30') back from the front lot line, shall be that indicated below for the sub-zone district in which the lot is situated:

R-1-20	90 feet
R-1-14	90 feet
R-1-LD	90 feet
R-1-10	80 feet
R-1-8	60 feet
R-1-6	55 feet

3. The front yard for any building shall be at least that indicated below for the sub-zone district in which the lot is situated:

R-1-20	30 feet
R-1-14	30 feet
R-1-LD	30 feet
R-1-10	30 feet
R-1-8	25 feet
R-1-6	25 feet

4. The side yard for any dwelling in the R-1-20, R-1-14, R-1-LD, R-1-10, R-1-8 districts shall be not less than eight feet (8') and the total width of the two (2) required side yards shall be not less than sixteen feet (16'). The side yard for any dwelling in the R-1-6 district shall be not less than five feet (5') and the total width of the two (2) required side yards shall be not less than ten feet (10').
5. Other main buildings shall have a side yard of not less than twenty feet (20') and the total width of the two (2) required side yards shall be not less than forty feet (40').
6. On corner and multiple frontage lots, the yards which abut a street shall be not less than twenty feet (20') from the street for both main and accessory buildings *see exception: 17-31-2.
7. The minimum rear yard for any main building shall be fifteen feet (15').
8. In the R-1-LD sub-zone district, the total number of residential units within the subdivision shall not exceed two (2) per acre within the subdivision. The number of units allowed is determined by multiplying the area in acres of all the land within the subdivision by two (2). The resulting whole number is the number of units allowed.

AFTER AMENDMENT

17-12-6 Area, Lot Width, And Yard Requirements

The following minimum requirements shall be observed except where increased for conditional uses.

1. The lot area shall not be less than that indicated below for the sub-zone district in which the lot is situated:

R-1-20	20,000 square feet
R-1-14	14,000 square feet
R-1-LD	12,000 square feet
R-1-10	10,000 square feet
R-1-8	8,000 square feet
R-1-6	6,000 square feet

2. The minimum width of any lot for a main building, measured at a distance thirty feet (30') back from the front lot line, shall be that indicated below for the sub-zone district in which the lot is situated:

R-1-20	90 feet
R-1-14	90 feet
R-1-LD	90 feet
R-1-10	80 feet
R-1-8	60 feet
R-1-6	55 feet

3. The front yard for any building shall be at least that indicated below for the sub-zone district in which the lot is situated:

R-1-20	30 feet
R-1-14	30 feet
R-1-LD	30 feet
R-1-10	30 feet
R-1-8	25 feet
R-1-6	25 feet

4. The side yard for any dwelling in the R-1-20, R-1-14, R-1-LD, R-1-10, R-1-8 districts shall be not less than eight feet (8') and the total width of the two (2) required side yards shall be not less than sixteen feet (16'). The side yard for any dwelling in the R-1-6 district shall be not less than five feet (5') and the total width of the two (2) required side yards shall be not less than ten feet (10').

5. Other main buildings shall have a side yard of not less than twenty feet (20') and the total width of the two (2) required side yards shall be not less than forty feet (40').
6. On corner and multiple frontage lots, the yards which abut a street shall be not less than twenty feet (20') from the street for both main and accessory buildings *see exception: 17-31-2.
7. The minimum rear yard for any main building shall be fifteen feet (15').
8. In the R-1-LD sub-zone district, the total number of residential units within the subdivision shall not exceed two (2) per acre within the subdivision. The number of units allowed is determined by multiplying the area in acres of all the land within the subdivision by two (2). The resulting whole number is the number of units allowed.
9. Flag lot development requirements:
 - a. The area of each flag lot shall be at least 10,000 square feet or meet the lot area required by the underlying zone district, whichever is greater.
 - b. Flag lots shall have access to a street by way of a projection of at least thirty feet (30') in width along its entire length. Two flag lots with projections side-by-side may each have projections eighteen feet (18') or greater in width (for a total of not less than 36 feet) and share a common paved driveway twenty feet (20') or more in width covered by an easement so that the driveway cannot be divided.
 - c. Main buildings on a flag lot shall be located not closer than twenty feet (20') to any property line.
 - d. Accessory buildings shall comply with KCC 17-31-2.
 - e. Uses acceptable in a flag lot subdivision shall be those uses which are permitted in the zoning district in which the flag lot subdivision is located. Two family dwellings on flag lots as conditional uses are prohibited.

SECTION 8: AMENDMENT “17-13-6 Area, Lot Width, And Yard Requirements” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-13-6 Area, Lot Width, And Yard Requirements

The following minimum requirement shall be observed except where increased for conditional uses.

1. The lot area shall be not less than eight thousand (8,000) square feet.
2. The minimum width of any lot for a main building shall be sixty-four feet (64') measured at a distance thirty feet (30') back from the front lot line.
3. The front yard for any building shall be at least twenty-five feet (25').
4. The side yard for any dwelling shall be not less than eight feet (8') and the total width of the two (2) required side yards shall be not less than sixteen feet (16').
5. Other main buildings shall have a side yard of not less than twenty feet (20') and the total width of the two (2) required side yards shall be not less than forty feet (40').

6. On corner and multiple frontage lots, the yards which abut a street shall be not less than twenty feet (20') from the street for both main and accessory buildings.
7. The *see exception: 17-31-2 minimum rear yard for any main building shall be fifteen feet (15').

AFTER AMENDMENT

17-13-6 Area, Lot Width, And Yard Requirements

The following minimum requirement shall be observed except where increased for conditional uses.

1. The lot area shall be not less than eight thousand (8,000) square feet.
2. The minimum width of any lot for a main building shall be sixty-four feet (64') measured at a distance thirty feet (30') back from the front lot line.
3. The front yard for any building shall be at least twenty-five feet (25').
4. The side yard for any dwelling shall be not less than eight feet (8') and the total width of the two (2) required side yards shall be not less than sixteen feet (16').
5. Other main buildings shall have a side yard of not less than twenty feet (20') and the total width of the two (2) required side yards shall be not less than forty feet (40').
6. On corner and multiple frontage lots, the yards which abut a street shall be not less than twenty feet (20') from the street for both main and accessory buildings.
7. The *see exception: 17-31-2 minimum rear yard for any main building shall be fifteen feet (15').
8. Flag lot requirements:
 - a. The area of each flag lot shall be at least 10,000 square feet.
 - b. Flag lots shall have access to a street by way of a projection of at least thirty feet (30') in width along its entire length. Two flag lots with projections side-by-side may each have projections eighteen feet (18') or greater in width (for a total of not less than 36 feet) and share a common paved driveway twenty feet (20') or more in width covered by an easement so that the driveway cannot be divided.
 - c. Main buildings on a flag lot shall be located not closer than twenty feet (20') to any property line.
 - d. Accessory buildings shall comply with KCC 17-31-2.
 - e. Uses acceptable in a flag lot subdivision shall be those uses which are permitted in the zoning district in which the flag lot subdivision is located. Two family dwellings on flag lots as conditional uses are prohibited.

SECTION 9: AMENDMENT “17-14-6 Area, Lot Width, And Yard Requirements” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-14-6 Area, Lot Width, And Yard Requirements

The following minimum requirements shall be observed except where increased for conditional uses.

1. The lot area shall be not less than eight thousand (8,000) square feet.
2. The minimum width of any lot for a main building shall be seventy feet (70') at a distance thirty feet (30') back from the front lot line.
3. The front yard for any building shall be at least twenty-five feet (25').
4. The side yard for any dwelling shall be not less than eight feet (8') and the total width of the two (2) required side yards shall be not less than sixteen feet (16').
5. Other main buildings shall have a side yard of not less than twenty feet (20') and the total width of the two (2) required side yards shall be not less than forty feet (40').
6. On corner and multiple frontage lots, the yards which abut a street shall be not less than twenty feet (20') from the street for both main and accessory buildings.
7. The *see exception: 17-31-2 minimum rear yard for any main building shall be fifteen feet (15').

AFTER AMENDMENT

17-14-6 Area, Lot Width, And Yard Requirements

The following minimum requirements shall be observed except where increased for conditional uses.

1. The lot area shall be not less than eight thousand (8,000) square feet.
2. The minimum width of any lot for a main building shall be seventy feet (70') at a distance thirty feet (30') back from the front lot line.
3. The front yard for any building shall be at least twenty-five feet (25').
4. The side yard for any dwelling shall be not less than eight feet (8') and the total width of the two (2) required side yards shall be not less than sixteen feet (16').
5. Other main buildings shall have a side yard of not less than twenty feet (20') and the total width of the two (2) required side yards shall be not less than forty feet (40').
6. On corner and multiple frontage lots, the yards which abut a street shall be not less than twenty feet (20') from the street for both main and accessory buildings.
7. The *see exception: 17-31-2 minimum rear yard for any main building shall be fifteen feet (15').
8. Flag lot development requirements:
 - a. The area of each flag lot shall be at least 10,000 square feet or meet the lot area required by the underlying zone district, whichever is greater.
 - b. Flag lots shall have access to a street by way of a projection of at least thirty feet (30') in width along its entire length. Two flag lots with projections side-by-side may each have projections eighteen feet (18') or greater in width (for a total of not less than 36 feet) and share a common paved driveway twenty feet (20') or more in width covered by an easement so that the driveway cannot be divided.
 - c. Main buildings on a flag lot shall be located not closer than twenty feet (20') to any property line.
 - d. Accessory buildings shall comply with KCC 17-31-2. Uses acceptable in a flag

lot subdivision shall be those uses which are permitted in the zoning district in which the flag lot subdivision is located. Two family dwellings on flag lots are prohibited.

SECTION 10: **AMENDMENT** “17-31-2 Accessory Buildings” of the Kaysville City Code is hereby *amended* as follows:

BEFORE AMENDMENT

17-31-2 Accessory Buildings

1. All accessory buildings shall comply with the provisions of this Title. No accessory building shall be located in any front yard, required side yard, or yard abutting a street.
 - a. Exceptions:
 - i. On multiple frontage lots, the rear yard abutting a street may allow accessory buildings such as a garden or tool shed which is under 200 sq. ft. and less than 10 feet in height.
 - ii. On a corner lot, an accessory structure buildings such as a garden or tool shed under 200 sq. ft. and less than exceed 10 feet in height may be located in a corner side yard abutting a street so long as the side yard does not abut the front yard of an existing dwelling.
 - iii. An accessory building may be located in a side yard between the side property line and a portion of the main building where the footprint of a dwelling narrows by at least 20 feet a minimum of 30 feet from the front of the dwelling.
2. A property owner must obtain written permission from an easement holder in order to locate an accessory structure on any recorded easement. Structures located in an easement such as a Public Utility Easement (P.U.E.) are placed at the property owner's risk and the structure may be required to be removed at the property owner's personal expense should an entity with rights to the easement require access to that easement at any time.
3. Any accessory building attached to the main building shall be made structurally a part of the main building and shall comply in all respects with the requirements of this Title applicable to the main building.
4. One story detached accessory buildings smaller than 200 square feet shall not be located so that they cause storm water runoff onto the adjacent property. Accessory buildings 200 square feet or larger shall have the required permits and be located not closer than one foot (1') to the adjacent property line and so that storm water does not run off onto the adjacent property.
5. Accessory buildings in any zone shall occupy no more than twenty percent (20%) of the lot area less the footprint area of the main building. An accessory building shall not exceed ten percent (10%) of the lot area.
6. Accessory building shall not exceed in height the line created by a point twelve feet

(12') above ground at the property line and extending upwards from that point at a 45 degree angle towards the interior of the property, up to the maximum building height allowed in the zone.

7. Buildings housing farm animals shall comply with [KCC 17-24-3](#).

AFTER AMENDMENT

17-31-2 Accessory Buildings

1. All accessory buildings shall comply with the provisions of this Title. No accessory building shall be located in any front yard, required side yard, or yard abutting a street.
 - a. Exceptions:
 - i. On multiple frontage lots, the rear yard abutting a street may allow accessory buildings such as a garden or tool shed which is under 200 sq. ft. and less than 10 feet in height.
 - ii. On a corner lot, an ~~accessory~~~~Accessorystructure~~ buildings such as a garden or tool shed under 200 sq. ft. and less than ~~exceed~~ 10 feet in height may be located in a corner side yard abutting a street so long as the side yard does not abut the front yard of an existing dwelling.
 - iii. An accessory building may be located in a side yard between the side property line and a portion of the main building where the footprint of a dwelling narrows by at least 20 feet a minimum of 30 feet from the front of the dwelling.
 - b. Flag Lots:
 - i. As all yards surrounding a dwelling on a flag lot are at least 20', all yards may be treated as a rear yard.
 - ii. Accessory buildings are not permitted in a required flag lot projection.
2. A property owner must obtain written permission from an easement holder in order to locate an accessory structure on any recorded easement. Structures located in an easement such as a Public Utility Easement (P.U.E.) are placed at the property owner's risk and the structure may be required to be removed at the property owner's personal expense should an entity with rights to the easement require access to that easement at any time.
3. Any accessory building attached to the main building shall be made structurally a part of the main building and shall comply in all respects with the requirements of this Title applicable to the main building.
4. One story detached accessory buildings smaller than 200 square feet shall not be located so that they cause storm water runoff onto the adjacent property. Accessory buildings 200 square feet or larger shall have the required permits and be located not closer than one foot (1') to the adjacent property line and so that storm water does not run off onto the adjacent property.
5. Accessory buildings in any zone shall occupy no more than twenty percent (20%) of the lot area less the footprint area of the main building. An accessory building shall not exceed ten percent (10%) of the lot area.
6. Accessory building shall not exceed in height the line created by a point twelve feet

(12') above ground at the property line and extending upwards from that point at a 45 degree angle towards the interior of the property, up to the maximum building height allowed in the zone.

7. Buildings housing farm animals shall comply with [KCC 17-24-3](#).

PASSED AND ADOPTED BY THE KAYSVILLE CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Council Member Adams	_____	_____	_____	_____
Council Member Barber	_____	_____	_____	_____
Council Member Blackham	_____	_____	_____	_____
Council Member Lortz	_____	_____	_____	_____
Council Member Tran	_____	_____	_____	_____

Presiding Officer

Attest

Katie Witt, Mayor, Kaysville City

Annemarie Plaizier, City Recorder
Kaysville City

STAFF REPORT



COUNCIL MEETING DATE: April 15, 2021

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: Discussion on a Fiber Lease Agreement

EXECUTIVE SUMMARY: Kaysville City installed a Fiber ring in various locations throughout the City in 2017. This ring connected several power substations and other city facilities and provided fiber connectivity for automated reporting, monitoring, and other management of these facilities. At the time of installation, conduit and dark fiber were also installed for future city use as well as any other unknown future use that would benefit Kaysville City and Kaysville City residents. City Staff proposes to lease fiber from Kaysville City to any company interested. Because this lease would benefit not only the city financially but also would potentially increase connectivity in the city for residents and businesses, staff is proposing the included agreement to be entered in to with any organization that can meet the expectations and obligations of the agreement. This agreement has been vetted at two WORK sessions and is deemed ready to adopt.

Council Options: 1) Move the item to an action item; 2) Move the item to an action item with any modifications that the Council deems appropriate; 3) Decline to adopt the agreement at this time and remand to staff with further direction.

Recommended Options: Staff recommends that the City Council move the item to an action item.

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

DARK FIBER/CONDUIT LEASE AGREEMENT

THIS Lease Agreement is made this ____ day of _____, 20__, by and between the City of Kaysville, Utah, a municipal corporation, and _____, a (state) (corporation, limited liability company, etc.).

RECITALS

- A.** The City of Kaysville, Utah ("City"), a municipal corporation, owns and operates, for its ~~telecommunications~~ needs and to enhance the services it offers to its residents, a fiber optic cable network.
- B.** Because it is cost-efficient to the City, when installing fiber optic cable, the City customarily installs the maximum feasible amount of fiber optic cable in its ~~fiber~~ Fiber infrastructure and, as a result, possesses ~~surplus-Surplus dark-Dark~~ fiberFiber. Additionally, the City has required installation of conduit in new developments and has Surplus Fiber Infrastructure.
- C.** In order to eliminate barriers to ~~highHigh-speed-Speed fiber-based~~ internet services that exist within the City, the City has adopted a policy whereby it will lease ~~surplus-Surplus dark-Dark fibers-Fibers~~ and ~~surplus-Surplus fiber-Fiber infrastructure-Infrastructure~~ to third parties, including private entities, on a competitively-neutral basis, for the purposes of using those ~~surplus-Surplus dark~~ Dark fibers-Fibers to provide ~~highHigh-speed-Speed fiber-based internet-Internet~~ services to businesses and residents of the City.
- D.** _____, a ~~(state)~~ (corporation, limited liability company, etc.) ("Lessee"), wishes to lease certain ~~surplus-Surplus dark-Dark fibers-Fibers~~ from the City for the purposes of providing high-speed internet services to businesses and residents of the City (a map showing the surplus dark fibers leased from the City is affixed hereto as Exhibit A and incorporated herein by reference). Lessee has previously executed a Franchise Agreement with the City.
- E.** The intent of this agreement is to lease the City's existing fiber network only. Nothing in this agreement should be construed to imply that the City is entering into, or has interest to enter into, a public-private partnership to operate a fiber optic network. The intent of this agreement is merely to leverage the value of existing infrastructure.
- F.** The City hereby agrees to lease to Lessee certain ~~surplus-Surplus dark-Dark~~ fibersFibers, as shown in Exhibit A affixed hereto, contingent upon Lessee's execution of this Lease Agreement and compliance with its terms.

Commented [NM1]: This has been added at the request of the Council.

TERMS

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. Adoption of Recitals. The Recitals set forth above are hereby adopted and incorporated herein by reference as if set forth in full.

SECTION 2. Definitions. The following words, terms, and phrases, when used in this Resolution, shall have the following meanings:

- (a) **"Dark Fiber"** shall mean any fiber optic cable not in current use.
- (b) **"Fiber Infrastructure"** shall mean City-owned conduits, inner-ducts, vaults, and other facilities through which the City may use, maintain, and repair its fiber optic cable network.
- (c) **"Surplus Dark Fiber"** shall mean any City-owned fiber optic cable within its fiber optic cable network that is not currently in use by the City and which the City has not reserved for future use.
- (d) **"Symmetrical"** shall mean, in the context of internet services, equal speeds for uploading and downloading data/content from the internet.
- (e) **"Surplus Fiber Infrastructure"** shall mean any City-owned conduit, inner-ducts, vaults, and other paths not currently in use by the City and which the City has not reserved for future use.
- (f) **"High Speed Internet Service"** shall mean internet services provided directly to the home/premise with a minimum symmetrical capacity of 100 megabits per second for both upload and download of data.
- (g) **"Open Access Network"** shall mean a ~~fiber-optic~~ network that allows multiple (2 or more) Internet Service Providers to provide High Speed Service to businesses and residents within the City.
- (g)(h) **"Ring Fiber Strand"** shall mean a strand of fiber optics on the City's fiber ring.

SECTION 3. Lease of Surplus Dark Fibers. The City hereby agrees that, in exchange for the payment of the Annual Fee, unless modified in accordance with Section 4(b), *infra*, and the giving of other good and valuable consideration, as further described herein, it will lease to Lessee Surplus Dark Fibers and/or Surplus Fiber Infrastructure as shown in Exhibit A hereto ("Lessee's Fibers").

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SECTION 4. Annual Fee.

(a) In consideration for the lease of the ~~Lessor's City's~~ Fibers as identified on Exhibit A, unless waived by the City pursuant to subsection (b), *infra*, the Lessee shall pay as Rent, an annual fee as set forth in the Consolidated Fee Schedule per Ring Fiber Strand. Said annual fee shall be paid as a lump sum to the City Clerk on or before January 1 of each calendar year. Any Annual Fee received after January 15 shall be assessed a 5% late fee.

~~(a) As an incentive for improving connectivity to businesses and residents of the City, the City hereby agrees to modify the Lessee's Annual Fee for the first five (5) years of this Lease Agreement if the Lessee performs each of the following:~~

~~(iii) The Lessee provides and sustains service to at least three thousand (3,000) customers within the City who previously did not have access to high-speed internet services on an Open Access Network as of the date of this agreement and achieves that service level within twenty-four (24) months of the Commencement Date of this Lease Agreement. Upon the attainment of that goal, the Lessee shall submit an affidavit to the City certifying that it has met this goal and, upon confirmation, the City will refund to Lessee \$3,000/fiber strand of the annual Fee;~~

~~(v) The Lessee provides \$20/month internet service to those households within its service area, qualifying for the Home Energy Assistance Target Program in Utah (such discounted service must be at least 25 megabit down/5 megabits up), the lessee shall submit a detailed listing of households being provided this discounted service and upon confirmation, the City will refund \$500/fiber strand of the annual Fee, and~~

~~(vii) Upon City request, the Lessee provides free fiber optic cables for City use to extend the City Fiber Infrastructure to City facilities (these fiber strands will become part of the City Fiber Infrastructure owned by the City), the City will refund \$1,000/fiber strand of the Annual Fee.~~

(b) POSSIBLE CLAUSE—As an incentive for improving connectivity to businesses and residents of the City, the City may provide a one-time rebate to Lessee. The rebate shall not exceed the annual amount that Lessee is obligated to pay under this lease. Lessee may apply for a rebate once per year during the course of the contract.

(i) Factors that will be considered when determining if City shall offer a rebate include:

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- Lack of high speed internet services on an Open Access Network to the area;
- Number of residences afforded the option of high speed internet services on an Open Access Network;
- Pricing incentives for low-income households;
- Internet speeds offered;
- Difficulties associated with providing service to the area (e.g., topographical or financial difficulties);
- Any other relevant considerations.

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~~(b)~~(c) In consideration for the lease of the Lessor's-City's Surplus Fiber Infrastructure as identified on Exhibit A, the Lessee shall pay as Rent, an annual fee as set forth in the Consolidated Fee Schedule. Said annual fee shall be paid as a lump sum to the City Clerk on or before January 1 of each calendar year.

SECTION 5. Term. The Initial Term of this Lease Agreement shall be five-ten (510) years, commencing on the date that this Lease Agreement is executed by the parties ("the Commencement Date") and ending at 12:00 a.m. on January 1, 20_.

SECTION 6. Option Terms. Lessee and the City shall have the mutual option to extend the initial term of this Lease Agreement for two-one (21) additional ~~and successive~~ five (5) year option periods (individually, "the Option Term" ~~and, collectively, "the Option Terms"~~). The Lease Agreement shall, at the end of the Initial Term or any Option Term, unless it is the second Option Term, automatically be extended an additional Option Term, unless either party notifies the other party of its intent to terminate or to renegotiate this Lease Agreement at least one hundred eighty (180) days prior to the termination of the then-current Term. Option Terms shall be deemed a continuation of this Lease Agreement and shall not be considered a new Lease Agreement or an amendment hereto.

SECTION 7. Use.

- The Lessee shall, at Lessee's sole cost and expense, use the Lessee's-City's Fibers to provide to businesses and residents of the City Symmetrical ~~high~~High-speed-Speed fiber-based internet-Internet services-Services with a ~~minimum capacity of 100 megabits per second~~, but can provide slower speeds at the request of the customer, subject to the terms and conditions established in this Lease Agreement. Failure to use the Lessee's Fibers to provide such internet services within one year of the date of this Lease Agreement shall be deemed a default under Section 11 of this Lease Agreement.
- The Lessee further agrees that it shall use the Lessee's-City's Fibers in accordance with all applicable federal, state, and local laws. ~~services, and subscriber interaction, if any, which is required for the selection of such video programming or other programming service.~~

- (c) This Lease Agreement is not a franchise agreement under K.S.A. 12-2001 *et seq.* The Lessee hereby acknowledges, however, its obligation to enter into a ~~contract of~~ Franchise Agreement with the City before using the Lessee's City's Fibers, which are located in the City's conduit in the public rights of way, for the provision of "Cable Services," "Local Exchange Service," or other Telecommunications Services to the City or its inhabitants.
- (d) The grant of this Lease Agreement shall not convey title, equitable or legal, to the Lessee in any property of the City, including Lessee's City's Fibers, the City's Fiber Infrastructure, or the City's public rights of way, and shall only give to the Lessee the right to use the Lessee's City's Fibers or Surplus Fiber Infrastructure for the purposes and for the period of time stated in this Lease Agreement.

SECTION 8. Inter-connection.

- (a) Subject to the terms and conditions of the Lease Agreement, the City will bring the Lessee's City's Fibers to the demarcation points described in detail in Exhibit B to this Lease Agreement. The Lessee may only inter-connect with the Lessee's City's Fibers at and outside the described demarcation points. Exhibit B is affixed hereto and is hereby adopted and incorporated herein by reference as if set forth in full.
- (b) Any and all of the Lessee's inter-connections with the Lessee's City's Fibers, including equipment, labor, *etc.*, shall be at the sole cost and expense of the Lessee.
- (c) The Lessee may request, in writing, access to the Lessee's City's Fibers at additional demarcation points in the future. The City agrees to cooperate, to the extent that it is feasible, with such requests. All costs and expenses, including equipment, labor, *etc.*, of additional inter-connections shall be borne solely by the Lessee. In the event, additional demarcation points are created, the parties agree to amend Exhibit B to show the actual location of all demarcation points.
- (d) The Lessee may not have access to the Lessee's City's Fibers, except outside the demarcation points described in Exhibit B or any writing amending Exhibit B. The Lessee is also prohibited from having access to or any physical contact with the City's Fiber Infrastructure, except as outlined herein, and any fiber optic cable owned by the City.

SECTION 9. Maintenance and Repair.

- (a) The City, or a City-approved vendor shall be solely responsible for

maintaining or repairing the ~~Lessee's-City's~~ Fibers on the City's side of the demarcation point. The Lessee shall cooperate with and assist the City, as reasonably may be required, in performing said maintenance or repairs. In the event of a disruption in service, the City shall begin restoration activities as soon as practicable after the City becomes aware of such disruption.

- (b)** Notwithstanding anything to the contrary contained herein, the Lessee shall solely be responsible, at its own expense, for the construction, installation, operation, maintenance, repair, and any other activity engaged by or on behalf of the Lessee relating to all light communications transmission equipment and other terminal equipment and facilities required in connection with the use of the ~~Lessee's-City's~~ Fibers beyond the defined point of demarcation.
- (c)** The City, or a City-approved vendor of Lessee's selection shall be responsible for all necessary splicing of fiber optic cables. Where the City's fiber optic cables connect to the Lessee's Fibers, the associated Addendum or Service Order will detail and describe the Parties' splicing responsibilities. The Lessee may request and the City shall grant access to the ~~Lessee's-City's~~ Fibers at additional access/splice points along the Route, provided that

 - (i)** such access/splice points are technically feasible in the City's reasonable opinion, **(ii)** the Lessee agrees to pay a reasonable splice fee to the City or a City-approved vendor at the time, **(iii)** all work is performed by the City or a City-approved vendor as provided herein, and **(iv)** the agreements governing the City's use and occupancy of the right of way at the access/splice points do not otherwise prohibit such access by parties other than the City.
- (d)** Should the Lessee perform, authorize, or contract any splices or other work not in accordance with the provisions of this Agreement, the City may at its option correct said condition. The City shall notify the Lessee in writing prior to performing such work whenever practicable. However, when such conditions pose an immediate threat to the physical integrity of the City's facilities, the City may perform such work and take such action that it deems necessary without first giving notice to the Lessee. As soon as practicable thereafter, the City shall advise the Lessee of the work performed and the action taken and shall endeavor to arrange for re-accommodation of the Lessee's Fibers so affected. The Lessee shall promptly reimburse the City for all reasonable costs incurred by the City for all such work, action and re-accommodation performed by the City.
- (e)** The Lessee shall, at its sole cost and expense, promptly respond to and remediate any Hazardous Discharge to and from the City's Fiber Infrastructure resulting from the Lessee's operations.
- (f)** The City shall be responsible for obtaining and maintaining from the

appropriate public or private authority any pole attachment agreements, franchises, licenses, state, local or right-of-way permits or other authorizations required to enter upon the property where the City's Fiber Infrastructure is located and to operate and maintain the Lessee's Fibers. The Lessee will not engage in any activity which affects the City's right of way interests without the written permission of the City.

- (g) The Lessee, at its sole cost and expense, shall (i) use ~~Lessee's-City's~~ Fibers and (ii) conduct all work in or around the City's Fiber Infrastructure safely and in a manner reasonably acceptable to the City, so as not to physically, electronically, or inductively conflict or interfere or otherwise adversely affect the City's Fiber Infrastructure or the facilities placed therein by the City or by any third party.
- (h) The Lessee must obtain prior written authorization, which such authorization shall not be unreasonably withheld, conditioned, or delayed, from the City approving any further work and the party performing such work before the Lessee shall perform any work in or around the City's Fiber Infrastructure.
- (i) In the event that the Lessee learns that ~~Lessee's-City's~~ Fibers are damaged, it shall notify the City of said damage by telephone at (801) 497-7030 or by e-mail at ~~ITFiber@kaysvillecity.com~~. If the City has a contracted party to supply maintenance to the fiber ring, Lessee should first contact the contracted maintenance provider and then contact the City. City shall give written notice to Lessee of this contracted party and how to contact the contracted party. In the event that the City learns that the Lessee's Fibers are damaged, the City will notify the Lessee of said damage by telephone. In each case, the caller shall provide the following information:

 - (i) Name of entity making report.
 - (ii) Location reporting problem.
 - (iii) Name of contact person reporting problem.
 - (iv) Description of the problem in as much detail as possible.
 - (v) Time and date the problem occurred or began.
 - (vi) State whether or not the problem presents a jeopardy situation to the City's Fiber System or the Lessee's Fiber Optics.
- (j) The City shall designate the particular strands of Surplus Dark Fiber that will constitute the Lessee's Fibers and the location and manner in which they will

enter and exit the City's Fiber System. That information shall be contained on each executed Addendum.

- (k) If the City moves, replaces or changes the location, alignment or grade of the City's Fiber Infrastructure ("Relocation"), the City shall concurrently relocate the Lessee's Fibers. If the Relocation is because of an event of *Force Majeure* or of any governmental or third party authority, including and taking by right of eminent domain, the Lessee shall reimburse the City for the Lessee's proportionate share of the costs of the Relocation of the City's Fiber Infrastructure. To the extent the City receives reimbursement from a third party which is allocable to a Relocation of the City's Fiber Infrastructure, it will credit or reimburse the Lessee for its proportionate share of the reimbursement. If the City relocates the City's Fiber Infrastructure solely for its own benefit, the Lessee shall not be required to reimburse the City for the costs of the Relocation. The Lessee's proportionate share shall be the combined calculation of: (i) a fraction, the numerator of which shall be the number of conduits occupied by the Lessee's Fibers and the denominator of which shall be the total number of conduits affected in the City's Fiber Infrastructure, and (ii) a fraction, the numerator of which shall be the number of strands of Lessee's Fibers and the denominator of which shall be the total number of strands in the City's Fiber Infrastructure containing the Lessee's Fibers.

SECTION 10. Reporting Requirements. The Lessee shall submit an annual report to the Governing Body no later than January 31st of each year, reporting on the benefits accruing to the community based on its activities under this Lease Agreement during the preceding calendar year. The report shall include, but not be limited to the following: the location and purpose of each Surplus Dark Fiber (Lessee's Fibers) leased from the City; the extent to which the Lessee improved businesses' and residents' access to ~~high~~High-speedSpeed, ~~fiber-based internet~~Internet servicesServices; and shall certify, by affidavit, whether the Lessee has provided services to lower-income residents and the City within its service area.

SECTION 11. Default. If either the City or the Lessee fails to perform or observe any material term, covenant, provision, or condition of this Lease Agreement, then that party will be in default under this Lease Agreement.

SECTION 12. Right to Cure. From the date of written Notice of Default from the other party, the party in default shall have thirty (30) days to cure any default.

SECTION 13. Failure to Cure. If the party in default fails to cure the default in the time prescribed by Section 12, *supra*, then the other party shall have the right to terminate this Lease Agreement and may, at its discretion, pursue any other remedies that may be available to it at law or in equity not otherwise proscribed by the terms of

this Lease Agreement.

SECTION 14. *Force Majeure*.

- (a) A "*Force Majeure* Event" is any event or cause beyond the reasonable control of the party claiming relief, including any action by or omission of a governmental agency or authority (including any government-imposed moratorium on activities related to this Lease Agreement or any subsequent change in government rules, regulations, codes, ordinances, or laws), material shortages, third-party labor disputes, floods, earthquakes, fires, lightning, epidemic, war, riot, civil disturbance, act of public enemy or enemies, terrorist act, sabotage, or any act of God.
- (b) Neither the City nor the Lessee will be considered in default under this Lease Agreement if such party's performance is delayed by virtue of a *Force Majeure* Event. Upon the occurrence of such event, the parties agree to confer in good faith and to agree upon an equitable, reasonable action to continue performance under this Lease Agreement. The City and the Lessee will use commercially reasonable efforts to minimize the delay caused by any *Force Majeure* Event and to resume affected performance when reasonably possible.
- (c) In the event that a *Force Majeure* Event prevents either party from performing under the contract for a period of 180 days, then either party, upon written notice to the other, may terminate this Lease Agreement. Upon such termination, all parties will be relieved of performance under this Lease Agreement, except that a party will continue to be liable for any breaches that occurred and were not cured prior to termination.

SECTION 15. Rights upon Expiration or Termination of the Agreement. Upon the expiration or termination of this Lease Agreement, the Lessee's rights to the ~~Lessee's City's~~ Fibers shall terminate and the ~~Lessee's-City's~~ Fibers shall revert to the City. Upon expiration or termination of this Lease Agreement, the Lessee shall have no continuing rights or obligations hereunder, except that any uncured defaults or any other obligations that are stipulated in this Lease Agreement shall survive the expiration or termination of this Lease Agreement. Any and all equipment furnished or supplied by the Lessee to inter-connect to the ~~Lessee's-City's~~ fibers shall remain the property of the Lessee. Any and all equipment furnished or supplied by the City under this Lease Agreement shall remain the property of the City.

SECTION 16. Insurance.

- (a) The Lessee agrees to obtain and maintain the following insurance:
 - (i) Commercial General Liability, including coverage for (A) premises/

Commented [NM2]: Need to conform to other agreements

operations, **(B)** products/completed operations, **(C)** personal and advertising injury, and **(D)** contractual liability, with a combined single limit of not less than \$1,000,000.00 each occurrence or the equivalent;

(ii) Workers' Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident;

(iii) Automobile Liability, including coverage for owned/leased, non-owned, or hired automobiles with combined single limit of not less than \$300,000.00 each accident; and **(iv)** umbrella coverage with a limit of at least \$1,000,000.00.

- (b)** The Lessee will obtain and maintain "all risk" property insurance in an amount equal to the full replacement cost of all electronic, optronic, and other equipment that the Lessee will utilize in connection with its interconnection with and use of the Lessee's Fibers.
- (c)** Unless otherwise agreed upon by the parties in writing, all insurance policies obtained and maintained by the Lessee shall be with companies rated A or better by Best's Key Rating Guide and the Lessee will, upon request, provide the City with insurance certificate(s) confirming compliance with the terms of this Section.
- (d)** Notwithstanding anything to the contrary in this Lease Agreement, the City and the Lessee mutually waive their rights of recovery against each other, including against officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors, for any loss arising from any cause covered or that would be covered by fire, extended risk, "all risk," or other insurance required to be carried under this Lease Agreement or currently or hereafter existing for the benefit of the respective parties. The Lessee will obtain from the insurance company providing the coverage required by this Lease Agreement, a waiver of subrogation against the City.
- (e)** In the event that the Lessee fails to maintain the insurance coverage required by this Lease Agreement and a claim is made or an injury is suffered, the Lessee agrees, in addition to what is set forth in Section 16, *infra*, to indemnify and to hold harmless the City from any and all claims for which the required insurance would have provided coverage.
- (f)** With respect to all activities under this Lease Agreement, the City will be self-insured.

SECTION 17. Indemnification.

- (a)** The Lessee, and any successor or assign, agrees to indemnify, defend, save, and hold harmless the City, its officers, commissioners, agents, employees, grantees, and assigns, from and against all claims, actions, liabilities,

Commented [NM3]: Conform to other agreements

damages, costs, expenses, and judgments, including attorneys' fees, which relate to, arise out of, or are in any way associated with the Lessee's use of the Lessee's Fibers and activities taken in the public rights of way under the terms of this Lease Agreement on account of any injury to persons (including death) or any damage to property. This indemnification clause shall not apply to any injury or damage caused by the City's own negligence or the City's intentional conduct. This indemnity provision shall extend beyond the termination or expiration of this Lease Agreement.

- (b) The City and the Lessee shall promptly advise the other in writing of any known claim or demand against the Lessee or the City related to or arising out of the Lessee's activities under this Lease Agreement.

SECTION 18. Limitation of Liability. Neither party shall be liable to the other for lost profits, special, incidental, punitive, exemplary, or consequential damages, including but not limited to frustration of economic or business expectations, loss of profits, loss of capital, cost of substitute product(s), facilities, or services, or down time costs, even if advised of the possibility of such damages. Further, the liability of one party to the other for damages under this Lease Agreement, excluding liabilities relating to a party's indemnification obligations as set forth in Section 17, *supra*, or any other damages permitted under this Lease Agreement, is limited to the total amount payable by the Lessee to the City under this Lease Agreement to which the dispute relates.

SECTION 19. Assignment. This Lease Agreement may not be sold, assigned, transferred, or sublet without the prior written approval or consent of the City's governing body.

SECTION 20. Authorization. Each of the persons executing this Lease Agreement, in behalf of the respective parties, represents and warrants that he or she has the authority to bind the party in behalf of whom he or she has executed this Lease Agreement, and that all acts required and necessary for authorization to enter into and to execute this Lease Agreement have been completed.

SECTION 21. Notice. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered, emailed with delivery receipt, or mailed by first class mail:

If to the City, to:

Kaysville city
Attn: City Recorder
23 E Center St
Kaysville, UT 84037
ITFIBER@KAYSVILLECITY.COM

With a copy to:

Kaysville City
Attn: Legal Department
23 E Center St
Kaysville, UT 84037

If to Lessee, to:

Either party may change where notices, requests, demands, or other communications are to be given by giving written Notice to the other party of any said change.

SECTION 22. Successors and Assigns. This Lease Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns.

SECTION 23. Non-waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms, or provisions of this Lease Agreement or to exercise any of its rights hereunder shall not waive such rights, but the party shall have the right to enforce such rights at any time and to take such action as might be lawful or authorized hereunder, whether in law or equity.

SECTION 24. Personal Immunities. No personal recourse shall be had for the creation of this Lease Agreement, for any claim arising out of this Lease Agreement, nor for any representation, obligation, covenant, or agreement set forth in this Lease Agreement, against any past, present, or future officer, member, employee, or agent of the City, under any rule of law or equity, any statute or constitution, or by the enforcement of any assessment or penalty, or otherwise, and any liability of any such officer, member, employee, or agent is hereby expressly waived and released by the Lessee as a condition of and in consideration for the execution of this Lease Agreement. Furthermore, the Lessee agrees that no past, present, or future officer, member, employee, or agent of the City shall be personally liable to the Lessee, or

any successor in interest of the Lessee, for any default or breach under this Lease Agreement by the City.

SECTION 25. Severability. If any section, sentence, clause, or phrase of this Lease Agreement is found to be invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining provision of this Lease Agreement.

SECTION 26. Governing Law. This Lease Agreement shall be governed by the laws of the State of Utah.

SECTION 27. Miscellaneous.

- (a) This Lease Agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between the City and the Lessee with respect to the subject matter hereof. This Lease Agreement may only be amended by a writing signed by all parties.
- (b) Exhibits "A" and "B" are incorporated into this Lease Agreement by reference.
- (c) The provisions of the Lease Agreement relating to indemnification shall survive any termination or expiration of this Lease Agreement. Any provision of this Lease Agreement that would require performance subsequent to the termination or expiration of this Lease Agreement shall likewise survive any such termination or expiration.
- (d) This Agreement is contingent upon the Lessee, or any successor or assign hereunder, obtaining all necessary governmental approvals, permits, or licenses.
- (e) This Agreement is contingent upon the Lessee being a corporation in good standing with the ~~Utah~~-Utah Secretary of State. Any corporate successor or assign hereunder must also be a corporation in good standing with the Utah Secretary of State (OPTIONAL; If corporation)
- (f) This Lease Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one (1) or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument.

- (g) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including the prosecution of any appeal.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Lease Agreement to be executed as of the date noted above.

CITY:
CITY OF Kaysville, Utah, a
municipal corporation

Shayne Scott
City Manager

ACKNOWLEDGMENT

THE STATE OF UTAH)
) ss:
THE COUNTY OF DAVIS)

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me the undersigned, a notary public in and for the County and State aforesaid, came Shayne Scott, as City Manager of the City of Kaysville, Utah, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My commission expires:

LESSEE:

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{Name}  
{Title}
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ACKNOWLEDGMENT

THE STATE OF _____)
)
THE COUNTY OF _____) SS:

BE IT REMEMBERED, that on this ____ day of _____, 20__, before me the undersigned, a notary public in and for the County and State aforesaid, came _____, as _____ of _____, a _____, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My commission expires:

STAFF REPORT



COUNCIL MEETING DATE: March 18, 2021

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: Discussion on Establishing Fiber Lease Rates

EXECUTIVE SUMMARY: Kaysville City installed a Fiber ring in various locations throughout the City in 2017. This ring connected several power substations and other city facilities and provided fiber connectivity for automated reporting, monitoring, and other management of these facilities. At the time of installation, conduit and dark fiber were also installed for future city use as well as any other unknown future use that would benefit Kaysville City and Kaysville City residents. City staff is proposing rates to be associated with this lease as follows:

Fiber Ring - \$5,000/strand for Franchisee's, \$1,000/strand for interlocals that provide no High Speed Internet Service (private network only)

Other fiber strands (spurs or extensions) - \$0.20/foot

Annual Excess Fiber Infrastructure (conduit) rate - \$0.20/foot

Annual Pole Attachment Fee - \$18/pole

Once adopted, these rates will live in the Consolidated Fee Schedule to be reviewed by the council annually and adjusted from time to time as the city council sees fit.

Council Options: 1) Move the agreement to an action item as written; 2) Move the agreement to an action item with any modifications that the Council deems appropriate; 3) Decline to move the agreement to action at this time and remand to staff with further direction.

Recommended Options: Staff recommends that the City Council move the agreement to an action item as written.

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

ORDINANCE 21-XX-XX

AN ORDINANCE ADDING FEES TO THE CONSOLIDATED FEE SCHEDULE.

WHEREAS, Kaysville City charges various fees which are collected by different departments and divisions of the City; and

WHEREAS, these fees are collected to offset the expense of providing certain municipal services and to pay the cost of regulating certain businesses; and

WHEREAS, some additions and changes need to be made to the Consolidated Fee Schedule; and

WHEREAS, the City Council of Kaysville City desires to change the amount of some of the fees or add fees for new services; and

WHEREAS, the City Council of Kaysville City finds that the fees set forth herein are reasonable, and should be adopted.

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

SECTION I: Enactment. The following fees shall be added to the Consolidated Fee Schedule of Kaysville City Corporation:

- Fiber Ring - \$5,000 per strand for Franchisee's;
- \$1,000 perstrand for interlocals that provide no High Speed Internet Service (private network only);
- Other fiber strands (spurs or extensions) - \$0.20/foot;
- Annual Excess Fiber Infrastructure (conduit) rate - \$0.20/foot; and
- Annual Pole Attachment Fee - \$18/pole.

SECTION II: 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 III: Effective Date. This Ordinance shall become effective immediately upon posting.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **15th day of April, 2021.**

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder