



MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, September 16, 2021, starting at 7:00 P.M. in the **Council Chambers in Kaysville City Hall at 23 East Center Street, Kaysville, UT.**

The meeting will be streamed on YouTube, and the link to the meeting will be posted on www.KaysvilleLive.com. For those wishing to direct comments to the City Council can do so in-person, or email comments to publiccomment@kaysvillecity.com. Emailed comments will NOT be read out-loud at the meeting. Members wishing to speak during an Action Items or during Call to the Public must sign-up in person before the meeting to speak.

CITY COUNCIL Q&A – 6:30 P.M.

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

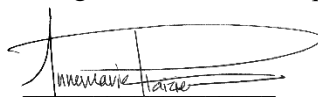
CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member Tami Tran.
2. PRESENTATIONS AND AWARDS
 - a. Proclamation declaring October 3-9, 2021 as Public Power Week.
 - b. Kaysville City General Plan presentation.
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Approval of Minutes of August 19, 2021.
 - b. Kaysville Wilderness Park Boundary Line Agreement.
 - c. Award of Bid and a Resolution authorizing an agreement with Connex for the 2021 Fiber Ring Facility Connection Project.
5. ACTION ITEMS
 - a. A Resolution authorizing negotiations with Central Davis Sewer District to acquire necessary right-of-way and finalize any negotiations within set parameters.
6. WORK ITEMS
 - a. An ordinance enacting several fire-related fees of the Consolidated Fee Schedule.
 - b. A resolution amending the Kaysville City Code regarding deleterious objects and structures.
 - c. A resolution enacting a paid parental leave policy for the City.
 - d. Sick leave and retirement incentive.
 - e. External/Detached Accessory Dwelling Units.
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 September 10, 2021.

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

Annemarie Plaizier
City Recorder

**PROCLAMATION RECOGNIZING PUBLIC POWER WEEK, OCTOBER 3-9;
A WEEK-LONG CELEBRATION OF KAYSVILLE CITY POWER AND LIGHT'S
YEAR-ROUND SERVICE TO KAYSVILLE CITY**

WHEREAS, Kaysville City places a high value on being able to operate a community-owned, not-for-profit electric utility and have a direct say in utility operations and policies;

WHEREAS, Kaysville City Power and Light provides our homes, businesses, schools, and social service and local government agencies with reliable, efficient, and safe electricity employing sound business practices designed to ensure the best possible service at not-for-profit rates;

WHEREAS, Kaysville City Power and Light is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development and safety awareness;

WHEREAS, Kaysville City Power and Light is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment;

NOW, THEREFORE BE IT RESOLVED, that Kaysville City Power and Light will continue to work to bring low-cost, safe, reliable electricity to community homes and businesses just as it has since 1908, the year when the utility was created to serve all the citizens of Kaysville City; and

BE IT FURTHER RESOLVED, that I, Katie Witt, Kaysville City Mayor, along with the Kaysville City Council, do hereby proclaim that the week of October 3-9, 2021 be designated **Public Power Week** to recognize the people behind public power at Kaysville Power and Light for their contributions to the community and to educate customer-owners, policy makers, and employees on the benefits of public power;

BE IT FURTHER RESOLVED, that our community joins hands with more than 2,000 public power systems in the United States in this celebration of public power, which puts our residents, businesses, and the community before profits.

IN WITNESS WHEREOF I have cause the Seal of the City of Kaysville City, to be affixed on this 16th day of September, 2021.

Mayor



KAYSVILLE CITY COUNCIL
August 19, 2021

Minutes of a regular Kaysville City Council meeting held on August 19, 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 Michelle Barber, Council Member Mike Blackham, Council Member Andre Lortz, and Council Member Tamara Tran

Others Present: City Manager Shayne Scott, City Attorney Nic Mills, Finance Director Dean Storey, Assistant Finance Director Levi Ball, City Recorder Annemarie Plaizier, Community Development Director Lyle Gibson, Information Systems Manager Ryan Judd, Det. Josh Steadman, Public Works Superintendent Josh Belnap, O. Jay Gatten, Frank Stevens, Brigg Lewis, Jerry Hintze, Jay Welk, Todd Smith, Julie Shaw, Scott Edwards, Stephen Lyon

6:30 – TRUTH IN TAXATION PUBLIC HEARING

Brigg Lewis said that taxes have increased considerably over the last year and continue to climb. The council needs to consider residents who are on a fixed income. Mr. Lewis said that at one time the city's tax rates were at a fixed rate, and asked how the rate is determined now.

Jerry Hintze commented that this past year citizens have seen many financial increases. The value of homes have continued to increase. Now is not a good time to inflict a large tax increase on residents.

Frank Stevens asked where the public could find out more about the tax increases and justifications for it.

Mayor Witt responded that there was information on the front page of the city website.

There were no further comments or questions from the public. Mayor Witt closed the public hearing at 6:39 p.m.

6:50 – SPECIAL CITY COUNCIL MEETING

Mayor Witt opened the special city council meeting.

Dean Storey explained that the city council has been reviewing the FY 2022 budget for several months and the tentative budget includes an increase in the property tax revenue. The certified tax rate is required to be set by the city as part of the annual budget.

Council Member Lortz said that Utah has mandated that unless the amount of revenue from property tax dollars remain the same, the city must hold a truth in taxation hearing. The city also must determine how much money we need to collect each year through property taxes in order to support services provided to residents.

Mayor Witt commented that the council has been holding Truth in Taxation Hearings for the last 4 years and during that time has kept the tax rate steady. The amount taxed to residents has increased because valuation of homes has increased. By keeping the tax rate steady it continues to provide the income needed to support the city's budget and services. Holding a Truth in Taxation hearing creates a way for citizens to give their input and hear how money is being spent. The reason for the proposed tax increase this year is to financially support the paramedic services that the city will need to start providing. The proposal includes hiring six new employees as well as the equipment needed. The proposed budget also includes the hiring of two Parks and Recreation employees and a city engineer.

Council Member Lortz commented that he had worked with staff to discuss financing the paramedic program and other alternatives to help reduce the proposed tax increase. The six paramedics plus related expenses for the paramedic program is anticipated to cost about \$650,000 a year. However, the city does not have to staff those six positions immediately. Council Member Lortz said that he feels that the city could cover the one-time fixed costs in the first year tax allocation, and therefore the city will not have to increase the tax rate as much in order to cover this. Council Member Lortz added that he believes there are also other adjustments that could be made in the budget to help offset these costs. As for the other proposed staff positions, the city was able to benefit from increased sales tax collections last year, which don't appear to be dropping off at this point. It is anticipated that the city's sales tax will remain the same, and this would give us the funds needed for the two proposed Parks and Recreation employees without having to use funds from property taxes. There is room within the budget to be able to accommodate either an increase in outsourced services for city engineer services, or for staff to determine if they want to hire a full-time city engineer. With this proposal, the city can bring the proposed tax down by 32%, or down to \$650,000 instead of the \$900,000 that was proposed.

Council Member Barber thanked those who went to the community open house last Thursday where this tax increase was addressed. The need to move paramedic services to cities responsibilities has been discussed a lot. This is a great opportunity to provide much better safety to our citizens. Council Member Lortz's proposal gives us a way to meet the needs of the city while not increasing taxes as much. Council Member Barber said that the next council needs to ensure that the FY 2023 budget plans for those one-time expenses and related costs mentioned.

Council Member Blackham said that he feels that before a full-time city engineer is hired that the city could better utilize the city's current engineering consultant. Our current consultant used to work for the city as the city engineer and comes with 30 years of knowledge of our city. The consultant has also expressed his willingness to work with the city wherever needed, and would be willing to work in-house if it's more cost-effective for the city. Council Member Blackham added that the paramedic program is very important and we appreciate the services the County has provided our community. However, the area has grown substantially and the proposed tax increase will help to cover the costs in order to continue to provide the paramedic services to our citizens.

Council Member Tran said that she had heard some comments from residents saying the city should just use what funds we have to provide services needed. However, the city and county has seen a lot of growth and additional needs as a result. City staff has been asked to help in other departments where help is needed, but we are at a point where we need to hire more positions and in order to do so we need to increase the budget to cover our community's needs.

Council Member Lortz said that as a council we need to be prepared to look forward to the future and anticipate what will be needed to take care of the city. We need to set the city up for success. If we try to do it with our current staffing we likely won't be able to do so. We need to have the people and equipment needed to be effective and efficient with our projects. Inflation will continue to go up, and everything we delay now will cost us more in the future.

Council Member Adams asked if there was enough funds in the proposed budget to hire a city engineer. Council Member Adams said that he had spoken with several staff members and feels it is very important to hire a city engineer.

Dean Storey responded that staff has had several discussions and reviewed projections of the budget. Staff believes that there is sufficient money available to hire an in-house city engineer.

Council Member Blackham commented that he would like to see more time taken in hiring a city engineer and make sure that the city hires an engineer that can approve plans. Council Member Blackham said that he would also like to see that the city continue to utilize the consulting firm because the consulting engineer can provide us knowledge and experience of the city that nobody else can.

Josh Belnap stated that since taking on the responsibilities of the city engineer he has had to absorb many responsibilities. He has continued to work with the previous city engineer who has provided tremendous access to his knowledge. Even with his help, we have still struggled to accomplish as many projects as we need to. We have utilized the consulting company to help with our subdivision review process, but that is just a small portion of what needs to be done. The proposed city engineer would be involved with other departments. It will be nice to have a city engineer in house that we can refer residents to as a resource rather than sending them to someone outside of city staff. We are utilizing the previous city engineer so heavily that we are months behind on some projects, even though we have four different engineering companies we are working with.

Council Member Barber commented that she is glad to see the council recognizing the needs of our Parks and Recreation staff and approving the two new employee positions. Our needs have grown substantially and we are having a harder time hiring seasonal employees. Hiring more full-time employees will help with those needs.

Council Member Lortz made a motion to adopt the 2021 Certified Tax Rate to adjust the rate to a level that it raises \$650,000 incremental to Fiscal Year 2021's collection, and that the final Fiscal Year 2022 Budget be adjusted to reflect such change. The motion was seconded by Council Member Blackham.

The vote on the motion was as follows:

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

The motion passed unanimously.

Council Member Lortz made a motion to adjourn the special city council meeting at 7:17 p.m., seconded by Council Member Tran and passed unanimously.

CITY COUNCIL MEETING – 7:17 P.M.

OPENING

Council Member Blackham opened the meeting and led the audience in the pledge of allegiance.

DECLARATION OF ANY CONFLICTS OF INTEREST

No conflicts were disclosed.

CONSENT ITEMS

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

- a. An Ordinance amending the map in 7-4-7 regarding fireworks restrictions.
- b. A Resolution authorizing an Agreement with Layton City to trade water shares.

The motion was seconded by Council Member Tran.

The vote on the motion was as follows:

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

The motion passed unanimously.

ACTION ITEMS

AN ORDINANCE ENACTING CHAPTER 27 – MIXED USE (MU) ZONING DISTRICT OVERLAY

Lyle Gibson explained that the council has reviewed this ordinance previously that creates a Mixed Use (MU) zoning ordinance. What has been prepared has an effective date as of December 1, 2021. This delay in the effective date has been proposed after a request by council to have this ordinance be approved in conjunction with the approval of the General Plan. Staff anticipates that the General Plan will be proposed to the council for approval before the end of the year.

Council Member Tran made a motion to approve an Ordinance enacting Chapter 27 – Mixed Use (MU) zoning district overlay zone, seconded by Council Member Lortz.

Council Member Lortz commented that he is excited to see how developers will use this overlay zone to enhance our city and improve areas of preservation for our city.

Council Member Barber said that this ordinance has been worked on for some time and the council wanted to make sure that the focus of this new overlay zone is on the underlying zone because it makes the overlay zone more congruent with the area it is proposed in. There were regulations on creating adequate parking and limiting the height of buildings to create consistency with the surrounding neighborhood. We as a legislative body will have broad discretion and can be specific in what we want to make sure it fits in with the surrounding area.

The vote on the motion was as follows:

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

The motion passed unanimously.

AN ORDINANCE ADOPTING WATER CONSERVATION REGULATIONS

Nic Mills explained that in response to the worsening drought situation, the Public Works and Legal Departments have been working together to create an ordinance to encourage water conservation and help protect water storage amounts in time of need. This proposed ordinance would help define basic restrictions, provide an ability to enact stricter measures if needed, and will define a process on how to address violations of the same.

Council Member Barber made a motion to approve an Ordinance enacting water use time restrictions, penalties for violating those restrictions, and addressing drought conditions. The motion was seconded by Council Member Tran.

The vote on the motion was as follows:

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

The motion passed unanimously.

WORK ITEMS

INTRODUCTION TO AN ACCESSORY DWELLING UNIT ORDINANCE

Lyle Gibson explained that the State Legislature passed House Bill 82 during the 2021 legislative session which requires cities to allow Internal Accessory Dwelling Units (IADUs) as outlined by that statute. Kaysville City staff has reviewed the legislation and prepared a draft ordinance for review of the Planning Commission and City Council that works within the allowances of that

legislation. In light of this legislation and using some direction from the recent past in considering allowing accessory dwelling units in Kaysville, this ordinance allows most residential properties to have either an internal or an external accessory dwelling unit if the property owner also lives on site. In this proposed ordinance, Single Family Residential properties exceeding 6,000 square feet may have either an internal or detached accessory dwelling unit, the property owner must live on the property, no short term rentals are allowed in an accessory dwelling unit, accessory dwelling units would be required to obtain a city license, and internal accessory dwelling units would be a permitted use, and detached accessory dwelling units would be a conditional use. The State's requirements kick into effect in October of this year. If the city wants to put in place any of the eligible restrictions, something should be adopted prior to that date. The Planning Commission has reviewed this proposed ordinance and unanimously recommended approval. While city Staff has allowed for either internal or external accessory dwelling units in Kaysville, the State is only requiring that cities allow for internal accessory dwelling units at this time. In conducting public surveys as part of the review of the General Plan, we have found that residents in Kaysville are not interested in apartment buildings or higher density units, but were open to the idea of accessory dwelling units. This would help to create a way to provide for more residential options within the city. Generally, some concerns expressed by residents is in regards to the units creating more traffic, lack of parking, preserving open space, impact to schools and creating larger class sizes, and more rentals being created. Most people want to see single-family dwellings built, but if other options are needed, residents expressed that they would rather see accessory dwelling units over townhomes or apartment buildings. The State has been very specific in how these internal accessory dwelling units can be regulated. If an ordinance is not approved by the October deadline, any internal accessory dwelling unit would be allowed to be on any residentially property in town. The city can't fully restrict them, but they are allowed to approve regulations which would require that these units maintain the same look and feel of a single-family dwelling. Cities can also restrict these units from being on the same property as a mobile home.

Council Member Adams asked if a separate utility meter would be required.

Lyle Gibson responded that city staff is proposing that these units would run on the same utility meter as other dwellings on the property.

Council Member Adams asked about requiring more off-street parking.

Lyle Gibson responded that Staff is proposing that there be a minimum of one additional parking space per unit beyond what is required for the primary dwelling.

Council Member Adams said that he would like the ordinance to read that the parking space be "non-obstructed". Oftentimes garages and driveways are blocked by other things and we need these units to provide parking off the street. Council Member Adams also asked that the parking space be required to be paved. Council Member Adams asked about restricting these units to only certain areas of the city.

Lyle Gibson responded that there are regulations in the State house bill that would only allow cities to limit certain zoning districts but it would need to have reason behind it.

Council Member Lortz asked about the city licensing process.

Lyle Gibson responded that the specific process has not been determined yet, but city staff anticipates that it would be similar to the business licensing process. There would likely be a small administrative fee to cover the cost of monitoring where these accessory dwelling units are. A specific fee and procedure would need to be in place before implementing this.

Mayor Witt commented that there needs to be a way to incentivize people to bring their homes into compliance to license their accessory dwelling unit if they have one.

Council Member Adams commented that he doesn't feel that people would be motivated to obtain a license with the city. Enforcement would be done on a neighbor complaint basis.

Lyle Gibson responded that there is a provision to help provide some enforcement if there are homes found to be in violation of this ordinance and it outlines what will occur if there is an issue of non-compliance. City Staff would also conduct community outreach to try to get people to come in.

Council Member Blackham commented that when this was discussed previously with the council he was against it and wanted to wait and see what the legislature did with it. The legislature has proposed and passed this house bill, but the house bill was only requiring for internal accessory dwelling units. The house bill prevents homeowners associations from prohibiting the construction or rental of certain accessory dwelling units. The ordinance being proposed tonight would essentially allow anyone with an outbuilding to be able to use it as a dwelling unit. Most people who buy their homes don't anticipate a neighbor using one of their outbuildings as a residence and many outbuildings sit fairly close to a neighbor's home. Also, manufactured homes built after 1976 came with a HUD sticker which means that it meets the construction standards for manufactured homes, and these homes could potentially be placed on any lot if the detached accessory dwelling unit ordinance is allowed. Internal dwelling units are not as impacting as detached units. Detached dwelling units would be putting two separate dwellings onto one lot. Many subdivision covenants state that there can only be one single family dwelling on a lot. There are older subdivisions that don't have subdivision covenants. We should follow the state's recommendation and only approve internal accessory dwelling units, and wait to see how well the ordinance works. Kaysville can't fix the current housing crisis on our own, but allowing internal accessory dwellings might help some residents.

Council Member Adams said that the way the ordinance is currently being proposed, detached accessory dwelling units would be approved through a conditional use by Planning Commission.

Lyle Gibson commented that there is no obligation for the city to approve the ordinance allowing for detached dwelling units at this time. There are places in the city where allowing for a detached dwelling unit might make better sense.

Mayor Witt commented that she is in favor of this ordinance because it helps our city to be able to approve regulations for these dwelling units that are most appropriate for our community.

Lyle Gibson said that the Council could agree to approve only the section of the ordinance pertaining to the internal accessory dwelling units and then continue to work on addressing what regulations the council would like to see for detached accessory dwelling units.

Council Member Barber said she felt it would be best to have further discussion and feedback regarding detached accessory dwelling units. These accessory dwelling units will change the trajectory of what is happening in the city and will have an impact on our community.

Council Member Tran said that there is a need for this type of housing, but we need to be very specific in what we will allow and how we will allow them.

Council Member Adams made a motion to move an Internal Accessory Dwelling Unit ordinance to an action item, but postpone the areas regarding Detached Accessory Dwelling Units for further discussion. Council Member Blackham seconded the motion.

Council Member Barber said that the city needs to decide quickly on what our desires are for detached dwelling units. There is a significant need for this housing in the city and it will likely become more of a need. The city consistently receives emails from residents asking for these types of dwellings. It's a good way for people to be able to take care of family members on their property. It can be tastefully done and we shouldn't put it off for another day.

Council Member Lortz commented that the city needs to consider if landscaping will be required for detached accessory dwelling units, if manufactured homes would be allowed as a separate dwelling on a property, if there will be a space limitation on how much the detached dwelling unit can take of the property, what size of lot they would be allowed on, etc. We need to look at all angles and make sure it makes sense.

Council Member Adams commented that we also need to consider the neighbors who would have to live by the accessory dwelling units.

The vote on the motion was as follows:

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

The motion passed unanimously.

CALL TO THE PUBLIC

Nothing was brought under this item.

COUNCIL MEMBER REPORTS

Council Member Tran said that the city started the "Kaysville University" program tonight and it will go on for nine weeks. It's a great opportunity for people to find out what happens in our city, and encouraged residents to participate in it.

CITY MANAGER REPORT

Shayne Scott said that the city council would be meeting as the Board of Canvassers for the city on Tuesday, August 24th at 5:30 p.m. to approve the canvass results of the 2021 Primary Election.

CLOSED SESSION

Council Member Tran made a motion to adjourn the city council meeting at 9:00 p.m. and reconvene into a closed session to discuss the character, professional competence, or physical or mental health of an individual or individuals, in conformance with Utah State Code §52-4-205. The motion was seconded by Council Member Lortz and passed unanimously.

Council Member Barber made a motion to adjourn the closed session at 9:54 p.m. and reconvene into the city council meeting, seconded by Council Member Tran. The motion passed unanimously.

ADJOURNMENT

Council Member Lortz made a motion to adjourn the City Council meeting at 9:55 p.m., seconded by Council Member Adams and passed unanimously.

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: September 16, 2021

TYPE OF ITEM: CONSENT

PRESENTED BY: Community Development

SUBJECT/AGENDA TITLE: Kaysville Wilderness Park Boundary Line Agreement

EXECUTIVE SUMMARY:

As work continues on the Talbot Estates Subdivision east of 89 near the Kaysville Wilderness Park, the surveyor on the project team has been made aware of a boundary line discrepancy between deeds that needs to be resolved before the subdivision plat can be recorded.

The boundary as reviewed and approved for the subdivision is based off a the deed held by the Talbot family as they purchased property, this description in some cases conflicts with an older deed indicating Kaysville city's claim to property dating back to 1940. The two deeds overlap creating a need for an agreement as to where the boundary is. The agreement will make the long standing fence running north and south the official boundary line and balances the deeds along the southwest boundary which neither deed follows the fence line in that area.

Staff believes that the proposal will not conflict with the ongoing and future use of the city's property as the discrepancies are minor and for the most part reflect what the city in practice has understood the boundary to be. The approximate difference in favor of the Talbot deed is 0.1 acres.

Council Options: Approve / Table for more information

Recommended Options: Approve the resolution allowing staff to pursue and complete the boundary agreement.

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

Attachments: County Parcel Map, Boundary Agreement Map

BOUNDARY LINE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, A.D. 20____, by and between Kaysville City and _____:

WHEREAS, the Parties hereto own adjoining properties and there is a doubt and uncertainty as to the true and correct location of the common boundary line between the said Parties. THEREFORE, it is the desire of each of the said Parties to fix a line for a boundary along the West and North Side of the **Kaysville City Corporation** property which is the common boundary lines with the East and South Side of the **Morton Development Group LLC (Morton)** property.

NOW THEREFORE, for good and valuable consideration of the sum of \$ 1.00 and other valuable considerations, to each Party paid by the other Party, receipt of which is hereby acknowledged, each Party herein does hereby recognize the true and correct boundary of their respective parcel to be the line described herein as it affects the common boundary lines of the said Parties.

Kaysville City does hereby agree and acknowledge that they have no right, title, interest, claim or demand West and North of the herein described line as it defines the East and South line of the **Morton** property and **Morton** does hereby agree and acknowledge that they have no right, title, interest, claim or demand East and South of the herein described line as it defines the West and North line of the **Kaysville City** property. The below described Boundary Line Description is to "Fix the Boundary" of the common lines between **Kaysville City** and **Morton** parcels.

Tax ID Parcel No. 11-037-0044, 11-037-0053, 11-037-0022, 11-037-0042, 11-037-0041, 11-037-0009 Morton Development Group LLC

Tax ID Parcel No. 11-037-0010, Kaysville City Corporation

BOUNDARY LINE DESCRIPTION

Beginning at a point on the easterly line of UDOT property (HWY 89 Frontage Road), said point being North 00°11'30" East 1316.08 feet along the section line (NAD83 bearing being North 0°32'08" East between the Southwest and the West Quarter Corner of Section 25 per the Davis County Township Reference Plat) and North 89°39'34" East 416.50 feet from the Southwest Corner of Section 25, Township 4 North, Range, 2 West, Salt Lake Base and Meridian, and running thence:

North 51°30'22" East 741.79 feet;
thence North 83°22'02" East 322.36 feet to an existing fence line, also being a Quarter Quarter line;
thence North 00°29'10" East 887.26 feet to the southerly line of Ott Estates
Amended and terminating.

The above described line is the agreed to Common Boundary Line of the property owned by Kaysville City Corporation and Morton Development Group LLC. The properties are shown on the attached Davis County Recorder's Ownership Map, (Exhibit A) and a copy of the survey filed in the Davis County Surveyor's Office on _____ as File no. _____, (Exhibit "B".)

IN WITNESS WHEREOF the Kaysville City have affixed their signatures this _____ day of _____, A.D. 20____.

CORPERATE ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss
COUNTY OF DAVIS)

On this _____, day of _____, A.D. 20____, personally appeared before me _____, the signer of the within instrument, who duly acknowledged to me that he executed the same by authority of said CORPERATION.

Notary Public

My commission Expires: _____, Residing in
_____ County, Utah.

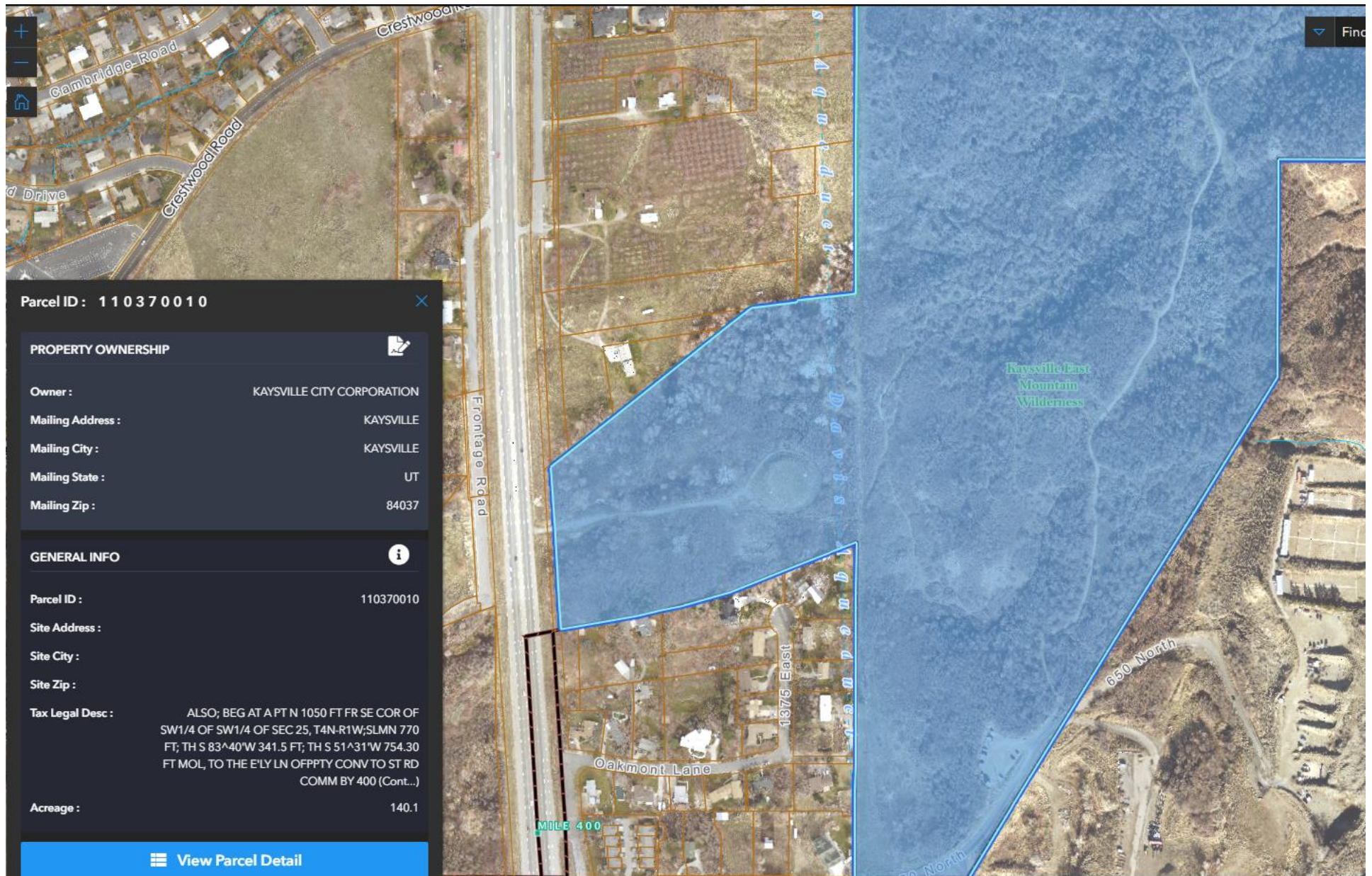
LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH)
:ss
COUNTY OF DAVIS)

On this _____, day of _____, A.D. 20____, personally
appeared before me Morton Development Group LLC, _____, Manager,
the signer of the within instrument, who duly acknowledged to me that he executed the
same by authority of said Limited Liability Company.

Notary Public

My commission Expires: _____, Residing in
_____ County, Utah.



Davis County Interactive Parcel App showing current wilderness park boundary.

811

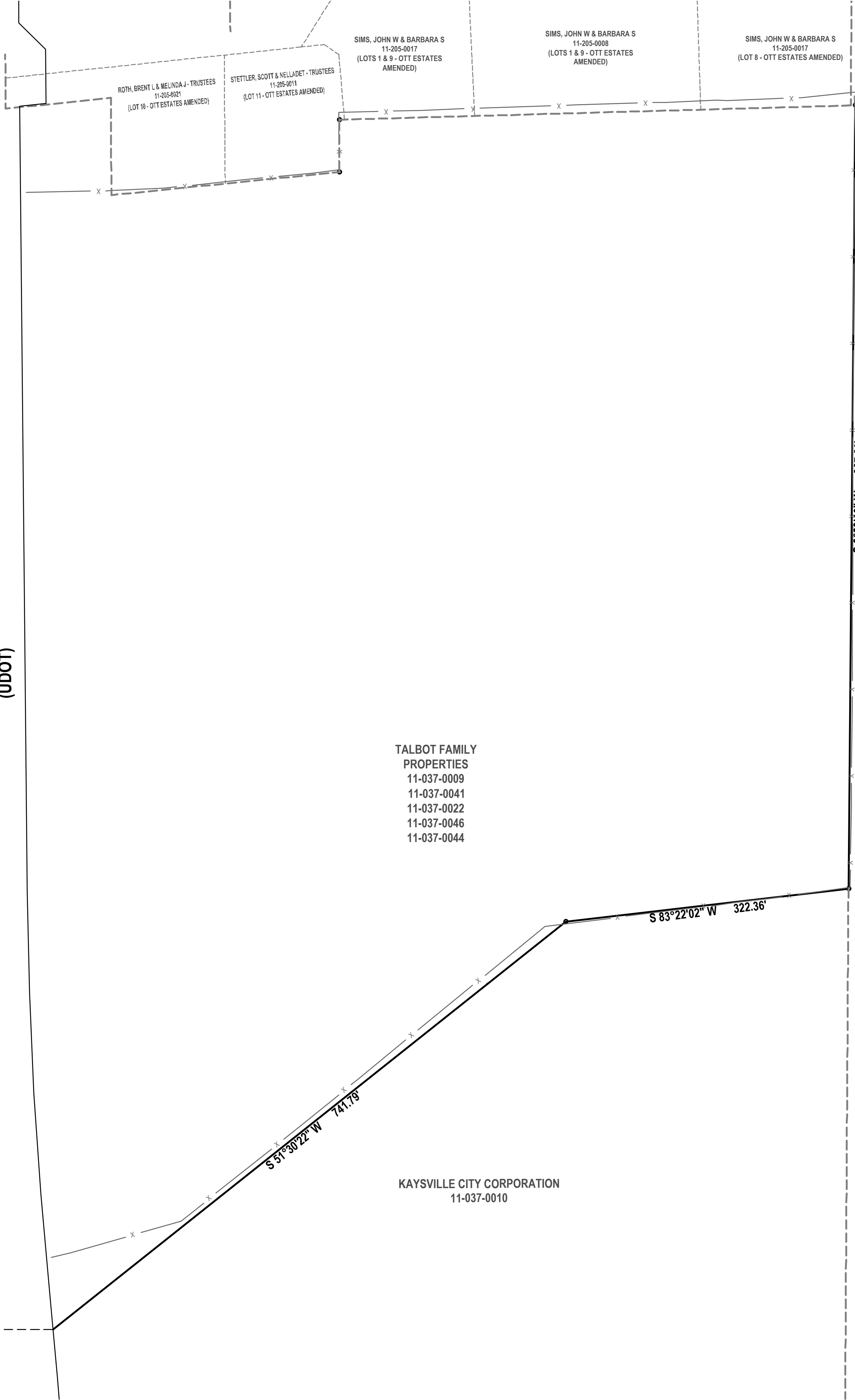
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.
Know what's below.
Call before you dig.

WEST QUARTER CORNER
SECTION 25
T4N R1W
(FOUND)

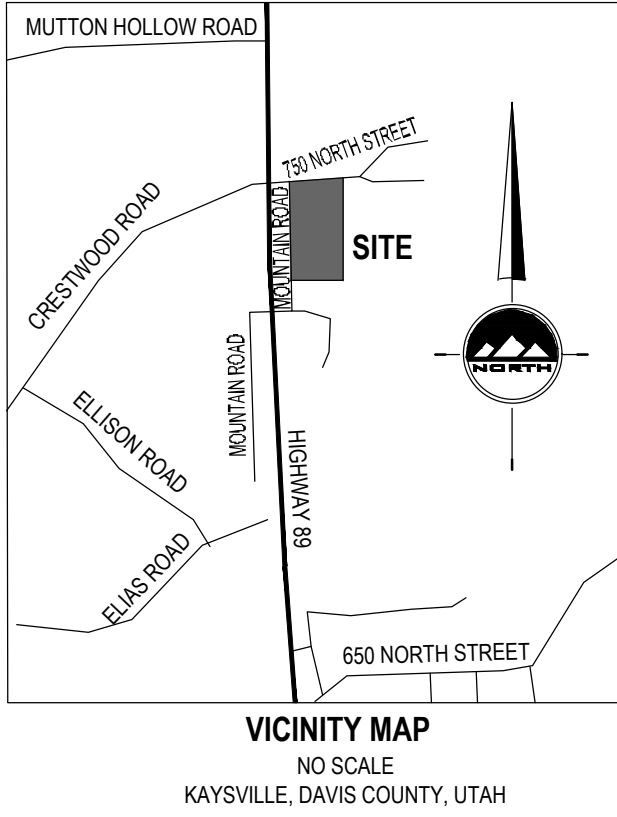
N 0°33'12" E 2647.75 (RECORD) 2647.35 (MEASURED)
133.65

SOUTHWEST CORNER
SECTION 25
T4N R1W
SLB&M
(FOUND)

MOUNTAIN ROAD
(UDOT)



MOUNTAIN
WILDERNESS PARK
KAYSVILLE CITY
CORPORATION
11-037-0010



SURVEYORS CERTIFICATE

I, Trent R. Williams, do hereby represent that I am a Professional Land Surveyor and that I hold Certificate No. 8034679 as prescribed by the laws of the State of Utah (State Code 17-23-17) and I have made a survey of the following described property, and that it is true and correct based on record information obtained from research and comparing it with survey data collected in the field.

Trent R. Williams
License No. 8034679

Date

SURVEY NARRATIVE

The purpose of this survey is to establish the common line between the Old Talbot Family Properties and Kaysville City properties. The West line of Kaysville City property calls to the Quarter Quarter line. Best evidence of this line is the existing wire fence along the West line of the Kaysville City property. The deeds North line of Kaysville City and the South line of the Old Talbot Family property do not mathematically match. Every effort was made to balance the deed calls and occupation.

PROPERTY DESCRIPTION

Beginning at a point on the easterly line of UDOT property (HWY 89 Frontage Road), said point being North 00°11'30" East 1316.08 feet along the section line (NAD83 bearing being North 0°32'08" East between the Southwest and the West Quarter Corner of Section 25 per the Davis County Township Reference Plat) and North 89°39'34" East 416.50 feet from the Southwest Corner of Section 25, Township 4 North, Range, 2 West, Salt Lake Base and Meridian, and running thence:

North 51°30'22" East 741.79 feet;

thence North 83°22'02" East 322.36 feet to an existing fence line, also being a Quarter Quarter line;

thence North 00°29'10" East 887.26 feet to the southerly line of Ott Estates Amended and terminating.

LEGEND

SECTION CORNER

MONUMENT

EXIST REBAR AND CAP

SET ENSIGN REBAR AND CAP

ADJACENT RIGHT OF WAY

RIGHT OF WAY

CENTERLINE

PROPERTY LINE

ADJACENT PROPERTY LINE

ADJACENT LOT LINE

TANGENT LINE

EXIST DITCH FLOW LINE

FENCE

ENSIGN ENG.
LAND SURV.

HORIZONTAL GRAPHIC SCALE

80 0 40 80 160

(IN FEET)

HORZ: 1 inch = 80 ft.

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 25
TOWNSHIP 4 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
KAYSVILLE, DAVIS COUNTY, UTAH

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SALT LAKE CITY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
ANDERSON DEVELOPMENT
9537 SOUTH 700 EAST
SANDY, UTAH 84070
CONTRACT:
DAVE MORTIN
PHONE: 801-999-0267

TALBOT

BOUNDARY LINE AGREEMENT

1084 NORTH HWY 89
KAYSVILLE, UTAH

BOUNDARY
LINE
AGREEMENT
SURVEY

PROJECT NUMBER
9473C

PRINT DATE
5/12/21

DRAWN BY
C. WRIGHT

CHECKED BY
T. WILLIAMS

PROJECT MANAGER
T. WILLIAMS

1 OF 1

RESOLUTION 21-~~XX-XX~~

AUTHORIZING AN AGREEMENT WITH CONNEXT FOR THE 2021 FIBER RING FACILITY CONNECTION PROJECT

WHEREAS, Kaysville City (hereinafter “City”) has elected to construct improvements to its Fiber Ring to Connect existing City facilities to the fiber ring; and

WHEREAS, the City received bids for construction of the referenced project on August 26, 2021, with the results of these bids attached hereto for the Council’s review; and

WHEREAS, City Staff has reviewed and evaluated each response to the Advertisement for Bids and has found it to be in the best interest of the City and citizens of Kaysville City to conditionally select CONNEXT (hereinafter “CONNEXT”) as the contractor for the 2021 Fiber Ring Facility Connection Project.

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

1. CONNEXT is conditionally selected as the lowest responsive and responsible bidder with whom the City Manager should conduct negotiations for the 2021 Fiber Ring Facility Connection Project.

2. The City Manager is directed to conduct negotiations for an agreement (hereinafter "Agreement") with CONNEXT for the 2021 Fiber Ring Facility Connection Project. The terms of the Agreement shall address the terms and conditions of the Advertisement for Bids as well as the price and other responses to the Advertisement for Bids contained in the proposal submitted by CONNEXT that are consistent with the intent of the Advertisement for Bids. The Agreement shall include such other provisions as are deemed necessary to accomplish the purposes of the City in entering an agreement for the 2021 Fiber Ring Facility Connection Project.

3. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after CONNEXT has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by CONNEXT shall constitute acceptance of the 2021 Fiber Ring Facility Connection Project, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of the offer by CONNEXT and the formal award of the contract to CONNEXT for the 2021 Fiber Ring Facility Connection Project, pursuant to the terms and conditions of the Agreement or any previously signed Agreement consistent with this resolution.

4. The final Agreement shall not exceed the bid price without further action of this council.

5. That any actions taken heretofore in furtherance of this Resolution are hereby ratified.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **16th day of September, 2021.**

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

Bid Tabulation										
Relevant Qualificaions					Project Area	Americom	Connext	Hidden Peak	SCI	Kaysville Estimate
		Americom	30		P01	\$ 58,118.90	\$ 31,681.00	\$ 51,145.00	\$ 66,250.00	\$ 49,115.60
		Connext	30		P02	\$ 119,590.50	\$ 42,163.00	\$ 94,863.00	\$ 127,000.00	\$ 96,504.00
		Hidden Peak	30		P03	\$ 71,056.37	\$ 30,191.00	\$ 54,008.00	\$ 88,000.00	\$ 45,825.80
		SCI	30		P04	\$ 52,794.71	\$ 19,011.00	\$ 32,368.00	\$ 48,500.00	\$ 26,557.68
					P05	\$ 51,708.57	\$ 28,277.00	\$ 53,469.00	\$ 64,750.00	\$ 74,526.82
Location Of Business					P06	\$ 29,621.85	\$ 10,562.00	\$ 20,995.00	\$ 27,500.00	\$ 17,035.90
		Americom	20		P07	\$ 36,383.25	\$ 16,236.00	\$ 36,656.00	\$ 44,950.00	\$ 47,777.34
		Connext	20		P08	\$ 174,171.15	\$ 82,321.00	\$ 121,749.00	\$ 175,500.00	\$ 123,289.00
		Hidden Peak	20		P09	\$ 40,827.87	\$ 25,821.00	\$ 39,483.00	\$ 50,750.00	\$ 58,432.80
		SCI	20		P10	\$ 92,981.52	\$ 48,841.00	\$ 65,289.00	\$ 110,550.00	\$ 76,498.40
					P11	\$ 59,867.26	\$ 27,494.00	\$ 63,650.00	\$ 70,200.00	\$ 88,320.80
Experience		Americom	30		P12	\$ 36,135.90	\$ 17,644.00	\$ 37,324.00	\$ 53,250.00	\$ 37,009.96
		Connext	30		P13	\$ 76,684.12	\$ 30,925.00	\$ 61,148.00	\$ 85,500.00	\$ 64,861.38
		Hidden Peak	30		P14	\$ 24,492.87	\$ 6,517.00	\$ 18,651.00	\$ 22,750.00	\$ 9,372.94
		SCI	30		P15	\$ 18,981.51	\$ 6,272.00	\$ 13,627.00	\$ 225,600.00	\$ 8,998.60
					P16	\$ 12,518.31	\$ 5,644.00	\$ 13,575.00	\$ 16,500.00	\$ 18,584.50
					P17	\$ 39,406.36	\$ 15,480.00	\$ 31,164.00	\$ 45,750.00	\$ 25,074.20
Price Value		Americom	20		P18	\$ 163,018.47	\$ 71,368.00	\$ 97,118.00	\$ 150,300.00	\$ 106,547.26
		Connext	30		P19	\$ 5,476.87	\$ 1,484.00	\$ 5,019.00	\$ 9,500.00	\$ 1,801.20
		Hidden Peak	25		P20	\$ 79,131.74	\$ 32,004.00	\$ 55,303.00	\$ 126,750.00	\$ 56,174.50
		SCI	19		P21	\$ 148,781.08	\$ 106,299.00	\$ 60,516.00	\$ 130,500.00	\$ 108,389.54
					P22	\$ 100,476.97	\$ 51,898.00	\$ 112,771.00	\$ 189,000.00	\$ 153,003.60
					P23	\$ 45,623.44	\$ 25,606.00	\$ 56,430.00	\$ 195,000.00	\$ 84,288.00
					P24	\$ 205,672.40	\$ 78,898.00	\$ 195,638.00	\$ 165,750.00	\$ 205,422.80
					P25	\$ 317,172.08	\$ 109,673.00	\$ 255,110.00	\$ 195,000.00	\$ 230,697.40
					P26	\$ 221,762.01	\$ 106,659.00	\$ 157,831.00	\$ 155,000.00	\$ 225,850.78
					P27	\$ 207,034.30	\$ 92,928.00	\$ 157,009.00	\$ 147,500.00	\$ 187,583.48
					P28	\$ 153,141.59	\$ 115,608.00	\$ 87,915.00	\$ 137,500.00	\$ 137,492.66
					P29	\$ 91,426.22	\$ 48,220.00	\$ 82,075.00	\$ 99,500.00	\$ 70,267.70
					P30	\$ 53,822.85	\$ 18,854.00	\$ 46,482.00	\$ 66,500.00	\$ 39,329.60
					P31	\$ 69,300.79	\$ 30,700.00	\$ 63,258.00	\$ 87,800.00	\$ 54,060.98
					P32	\$ 17,030.51	\$ 6,964.00	\$ 17,530.00	\$ 22,500.00	\$ 10,070.00
					P33	\$ 54,400.28	\$ 16,336.00	\$ 42,194.00	\$ 61,500.00	\$ 36,674.60
					P34	\$ 189,201.01	\$ 79,732.00	\$ 174,373.00	\$ 235,000.00	\$ 180,319.08
					Total	\$ 3,117,813.63	\$ 1,438,311.00	\$ 2,475,736.00	\$ 3,497,900.00	\$ 2,755,758.90



Request for Proposals

Fiber Optic Cable Installation

Proposals will be received via Bidsync

3PM, Thursday, Aug 26th 2021

Per Document Instructions

By Kaysville City
23 E Center Street, Kaysville Utah 84037

ADVERTISEMENT FOR PROPOSALS

Proposals regarding **Fiber Optic Cable Installation** for the Kaysville City will be received via Bidsync by **August 26th 2021**. The City reserves the right to reject any or all proposals.

Notice to Proposers

It is the policy of the City that an employee, officer, or agent of City may not participate in any manner in the bidding, awarding, or administering of contracts in which they, or a member of their immediate family, their business partner, or any organization in which they serve as an officer, director, trustee, or employee, has a financial interest. See Employee Rules and Regulations 6.05.

The successful proposer must comply with all provisions of the Americans with Disabilities Act (ADA), the Equal Employment Opportunity Act (EEOA), and all rules and regulations promulgated thereunder. By submitting a proposal, the successful proposer agrees to indemnify the City from and against all claims, suits, damages, costs, losses, and expenses in any manner arising out of, or connected with, the failure of the Company, its subcontractors, agents, successors, assigns, officers, or employees to comply with the provisions of the ADA, EEOA, or the rules and regulations promulgated thereunder.

All bids must be firm and not subject to increase, unless specified within the provisions of this Request for Proposals (RFP) and mutually agreed upon by the City and the proposer.

All bids must be submitted via Bidsync.

No special inducements will be considered that are not a part of the original bidding document.

The City reserves the right to hold proposals open for a period of sixty days (60) days after the due date before making awards.

City's Rights and Options

The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute or otherwise modify this RFP at any time
- To cancel this RFP with or without the substitution of another RFP
- Issuance of this RFP does not guarantee a contract will be awarded to any proposer
- To take any action affecting this RFP, this RFP process, or the services subject to this RFP that would be in the best interests of the City
- To issue additional requests for information
- To require one or more service providers to supplement, clarify, or provide additional information in order for the City to evaluate the responses submitted
- To negotiate a contract with a service provider based on the information provided in response to this RFP

Public Records

Any material submitted in response to this RFP will become a "public record" once the proposer's document(s) is opened and the proposer is determined to be a participant in the solicitation process and shall be subject to public disclosure consistent with Utah Code 63G-2-301. Proposals submitted under this section shall not be subject to public inspection until a contract is awarded Utah Code 63G-2-305.

Trade Secrets/Confidentiality

Proposers must claim any material that qualifies as "trade secret" information under Utah Code 13-24-2(4) in their response to this RFP and must state the reasons why such exclusion from public disclosure is necessary and legal.

To properly designate material as trade secret under these circumstances, each Proposer **must** take the following precautions: **(a) submit any trade secrets in a separate attachment marked "Trade Secret - Confidential and Proprietary Information" - Do Not Disclose Except for the Purpose of Evaluating this Proposal,** and **(b) stamp each page of the trade secret materials contained in the email attachment.**

Do not attempt to designate your entire proposal as a trade secret, and do not attempt to designate pricing information as a trade secret. Doing so may result in your bid being disqualified.

In submitting a proposal, each Proposer agrees that the City may reveal any trade secret materials contained in such a response to all City staff and City officials involved in the selection process.

Familiarity with Laws and Ordinances

The submission of a proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state, and local laws, ordinances, rules, and regulations which affect those engaged or employed in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be reported to the City in writing without delay.

The Proposer agrees that in carrying out this contract, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person making a proposal or with any officer or employee of the City.

The undersigned further agrees, in connection with the performance of this contract, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation, or national origin.

The City reserves the right to hold proposals open for a period of sixty days (60) days after due date before making awards.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

Ethics Policy Code of Conduct

The City has established guidelines for ethical standards of conduct for City representatives and to provide guidance in determining what conduct is appropriate in particular cases. City representatives should maintain high standards of personal integrity, truthfulness, honesty, and fairness in carrying out public duties; avoid any improprieties in their roles as public servants including the appearance of impropriety; and never use their position or power for improper personal gain. In establishing an ethics policy, the City desires to protect the public against decisions that are affected by undue influence, conflicts of interest, or any other violation of these policies as well as promote and strengthen the confidence of the public in their governing body.

E-Verify Compliance

Per Utah Code 63G-12-302(3). CONTRACTOR shall comply with the requirements of Utah Code 63G-12-301. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the Utah Code 63G-12-301.

Divestment from Companies that Boycott Israel

Proposer hereby certifies that it is not currently engaged in a boycott of the State of Israel, and agrees to not engage in a boycott of the State of Israel for the duration of the contract.

Contract

The successful Proposer(s) for this service will be required to execute the City's "Independent Contractor Agreement," a sample copy of which is attached to this document. The Business may not begin work and a Purchase Order **WILL NOT** be issued until the individual doing business with or for the City has fully executed the contract document and the insurance requirements have been approved by the City.

Insurance

The bidder(s) will be required to show proof of insurance as outlined in the Insurance Provisions of Contract Specifications contained herein. Kaysville City MUST be named as additional insured on the certificate of insurance supplied to the City.

GENERAL INSURANCE REQUIREMENTS

- A. The Contractor shall, during the continuance of all work under the Contract, provide the following:
 - 1. Workers' Compensation Insurance as required by the Utah Code.
 - 2. Commercial General Liability to protect the Contractor against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any negligent action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively, and shall provide at least \$5,000 in Medical Expenses (Med Pay) coverage.
 - 3. Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/each accident.
 - 4. If this Agreement is for a design, engineering or consulting Service, maintain Professional Liability insurance of at least \$1,000,000.00 per incident.
- B. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall submit the certificate with its executed contract. Kaysville City shall be named as an additional insured in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage Kaysville City may possess.
- C. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to Kaysville City on demand. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
- D. The Contractor will provide on demand certificate copies of all insurance coverage on behalf of the Contract within ten days of demand by the Kaysville City. These certified copies shall be sent to the Kaysville City from the Contractor's insurance agent or representative.
- E. The Contractor shall furnish Kaysville City thirty days written notice of any changes or cancellation of the policy. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the City Manager.
- F. Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Contractor fail to provide acceptable evidence of current insurance within seven days of written notice at any time during the Contract Term, Kaysville City shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to Kaysville City for the entire additional cost of procuring the uncompleted portion of the contract at time of termination.
- G. Contractual and other Liability insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude Kaysville City from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.
- H. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and Kaysville City. The Contractor shall be as fully responsible to Kaysville City for the acts and

omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

- I. Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

INSTRUCTIONS TO PROPOSERS

INTRODUCTION:

This entire set of documents constitutes the RFP. The proposer should return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.

Proposer Questions and Inquiries

Proposer Questions and Inquiries relative to this RFP must be submitted by Bidsync. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders via Bidsync.

RFP Schedule

The following is the schedule for this RFP process.

Activity/Event Anticipated Date

Pre-Proposal Meeting August 11, 2021, 10:00 a.m. City Hall

Questions Deadline via Bidsync August 16, 2021, 11 a.m.

Proposals Due Via Bidsync August 26, 2021 3 p.m.

Selection/Negotiations August 31, 2021

The above schedule is for information purposes only and is subject to change at the City's discretion.

RFP Response Submission

Kaysville City is the conducting and issuing procurement unit. The contact information for the City is as follows:

Kaysville City Office

801-546-1235

23 E Center St, Kaysville, UT 84037

Note that all responses, proposals, and questions submitted in relation to this RFP must be submitted electronically via Bidsync.

During the RFP process (from the date of issue through the date of contract award or other final decision) the City is the sole source of official information regarding this RFP. All other communications, both spoken and written, which are received by any representative of the Vendor from other sources should be confirmed by the Vendor with the City through a question submitted via a question by the applicable deadline established in this RFP. Bidsync is the platform of choice for all questions and answers related to this project. Questions submitted via alternate methods will not be considered.

The City will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the City or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the City. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the City will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The City reserves the right to reproduce proposals for internal use in the evaluation process.

Proposers are expressly forbidden from contacting any other city employee or Kaysville City elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

The City reserves the right to hold proposals open for a period of sixty days (60) days after the due date before making awards.

All proposals should contain line item project cost break down for each of the 34 project areas found in Appendix A.

REQUEST FOR PROPOSALS

Fiber Optic Cable Installation for Kaysville City

BACKGROUND:

In 2018 Kaysville City constructed a redundant fiber ring connecting 4 Kaysville Power Substations to its Network Operation Center (NOC), securely located in the Kaysville city Police Station. The purpose of this project was to facilitate robust communication for the city's Advanced Meter Infrastructure (AMI). In addition the project provided security and network access to other critical aspects of the power system.

In an effort to connect other critical infrastructure locations identified, the city would like to focus on connecting Tanks Sites, PRV's, and Water AMI gateway collection sites. As this project passes other infrastructure facilities like Parks and Sewer lift stations we will facilitate future connections to this infrastructure.

The fiber design will include redundant paths to both the NOC and future exchange points to ensure the ability to architect a network that provides high availability and point-to-point and point to multipoint connectivity between identified critical facilities.

This advanced, long-lasting fiber infrastructure will: 1) reduce the overall cost of meeting the City's internal communications needs, while providing a mechanism to contain exposure to unknown, future cost increases for City services; 2) provide a more secure, more resilient infrastructure to support critical public services; 3) provide far greater functionality and capacity to enable advanced governmental services and maximize efficiencies across a wide range of governmental functions than the City could not otherwise afford.

PURPOSE OF THIS REQUEST:

Kaysville City, Utah is seeking responses to this Request for Proposal (RFP) from qualified Contractors to install a combination of both aerial and underground single mode fiber optic cabling containing both active and passive infrastructure. The install will connect critical facilities to the existing fiber ring. Appendix A is divided up into 34 identifiable projects some of which depend on each other for completion and listed in Appendix A. Termination points and the type of termination facility are identified in Appendix B. The work required at each endpoint is determined by the type of facility serviced, as shown in Appendix B. See Termination Point Requirements below for more information. Appendix C contains a link to a master map of the larger project with endpoints and intermediary vault locations. Appendix D contains the map book, with a reasonably-detailed map of the proposed fiber cabling path for each project.

SCOPE OF SERVICES:

The Contractor shall provide turnkey fiber construction and material supply services, primarily consisting of, but not limited to following tasks:

- Contractor will define the expected rock adder and include this cost in the project. Additional cost per foot of drilling through rock, when encountered, is required as part of this RFP response. When rock is encountered, the contractor is to notify designated City contact in writing via email, and via phone within 48 hours. City to visually inspect all rock encounters.
- Initiation of utility of locate requests through the Utah Blue Stakes 811 and strict adherence to all applicable Underground Damage Prevention Statutes;
- Sub-surface installation of conduit, primarily using horizontal directional drilling, including utility locating through test pitting, traffic control, and temporary paved surface restoration;
- Installation of underground handholes/pull-boxes and ground rods, including permanent surface restoration;
- Placement of fiber optic cable and tracer wire in conduit;
- Installation of fiber splice enclosures and fiber splicing;
- Placement and assembly of fiber termination panels and related hardware;
- Indoor cable placement, including creating building penetrations, installation of innerduct and/or Electrical Metallic Tubing (EMT), and fiber termination;
- Optical performance testing of fiber optic strands; and
- Provision and storage of all materials related to the above construction.

Any permitting costs to outside entities shall be borne by the Contractor and be charged to the City at direct cost.

The Contractor shall be required to perform permanent restoration of all surfaces, according to City and UDOT standards, for accidental damage or otherwise unnecessary surface disturbances caused by the Contractor. The City shall be the sole determinant as to the reasonableness of surface disturbances caused by the Contractor.

The Contractor will provide regular progress reporting and will closely coordinate its construction schedule with the City and its designated project management personnel. The Contractor shall provide a primary point of contact to the City for the duration of the project and shall be expected to attend regular project status and management meetings. The Contractor shall provide reporting of key progress metrics as defined by the City as well as weekly progress reporting and forecasting of the construction locations for the following week during active construction phases of the project.

Project ID and description locations are listed in Appendix A. The approximate number of vaults needed in each project are also included in Appendix A. Entrance to any City facility shall be coordinated by the City at the request of the contractor.

Requirements include:

- Installation of single mode fiber, as identified in Appendix A
- Provide and terminate in a fiber termination panel inside each facility using LC/UPC factory polished connectors made with a fusion splicing machine.
- Provide and install conduit (riser) for all cabling coming down any utility poles.
- Determine the most cost effective path for fiber cabling to follow in order to connect the fiber infrastructure to the end point facility.
- Contractor is responsible for obtaining all permits and authorization from any third party necessary to connect the fiber infrastructure to the end point facility.
- Contractor is responsible and liable for all expenses associated with running the fiber into any facility.

Professional services to be provided by the Contractor under this procurement shall comply with the latest edition of all applicable ordinances, criteria, standards, regulations, and other laws. The Contractor shall maintain required professional and business licenses throughout the duration of the Agreement, as appropriate.

Required certifications held by the winning Contractor should include but are not limited to:

- Utah General Contractor License – Must be current
- BICSI, RCDD, OSP or equivalent design experience

Installer MUST be the primary award winner.

Network Design Overview

The project scope consists of approximately ~23 route miles of new underground or overhead fiber construction, divided into 34 separate projects connecting to the existing fiber ring.

General Work Elements

The following elements apply to all work specified in this document unless an exception is noted in writing.

- Backfill in trenches, around forms and vaults, or at any other place shall be completed thoroughly using a power tamper in lifts of not more than six inches as it is being placed unless otherwise directed in writing by the City. Any paving material or fill removed for trenching shall be replaced in kind.
- All holes and trenches shall be protected at the Contractor's expense from accidental entry by vehicles and pedestrians through the use of steel plates or other approved materials as required by the City or UDOT standards. Should the Contractor fail to provide adequate protection to the surroundings of a work site, or should the operations be carried out in such a way as to allow or cause damage to any roadway, street, sidewalk, the property of any utility, or other private or public property, work may be stopped until deficiencies are corrected. Should the repair not be undertaken and should it be necessary for the City to protect the area and/or make the repair, the cost shall be deducted from payment due the Contractor.
- At the discretion of the City, sod shall be removed either by the use of an approved sod cutter and then replaced, or topsoil and seed shall be placed. Care shall be taken to minimize the disturbance, and the area shall be fully restored.
- Concrete shall be finished to match any adjacent concrete. If no match is required, the surface area shall be broom finished and edged.

Applicable Standards

The Contractor shall comply with all applicable Utah, National Electrical Code, National Electric Safety Code and BICSI standards. Construction methods and techniques used by the Contractor shall be in accordance with the recommended practices and procedures published by leading industry manufacturers and trade associations, including but not limited to the following:

- Society of Cable Telecommunications Engineers (SCTE) Recommended Practices for Optical Fiber Construction and Testing;
- ANSI/TIA/EIA Telecommunication Standards (latest editions)
- BICSI Telecommunications Distribution Methods Manual (TDMM)
- BICSI Outside Plant Design Reference Manual (OSPDRM) (Latest Edition)
- Utah Occupational Safety and Health (UOSH) Division; and
- Federal Occupational Safety and Health Administration (OSHA) regulations.
- The Contractors shall also follow all applicable local standards. The Contractors shall be aware of all standards and their application within Utah. Ignorance or lack of knowledge shall not be an excuse for improper work to occur. Any work constructed in violation of any applicable code shall be corrected and re-installed properly at the Contractor's expense.

Utility Make Ready (UMR) work

The selected Contractor shall assist the City in any necessary UMR work required throughout the project. This assistance shall be without additional cost, and should be included in the cost projections in the contract.

Termination Point Requirements

PRV Stations/Chlorine Injection sites.

- Vaults should be as close as possible to control boxes and not more than 45 feet.
- Vaults should be 90 degrees to PRV's in road ways.
- Vaults where possible will be located in the parks strip at property lines.
- Vaults should contain a 75' splice loop and a splice case large enough to handle splices for the appropriate number of fibers called for.
- Splicing cut sheets will be produced at time of installation.
- PRV's will not be connected at this time. Splice case must be prepared for future connections into the PRV vault.

Tank Sites

- Vaults should be in the fenced enclosure within 5 feet of the existing telemetry monitoring Control box or pump house.
- Fiber entering the pump house should follow the "facility Entrance" Specifications.
- Fiber will be run from the splice case to the Tank site control equipment or coordinated location and fixed in MINI-COM surface mount box or a 6-port surface box if space permits with LC/UPC connectors.
- 4 fibers will be terminated in each facility
- Splicing instructions will be provided at time of installation.

Water/PowerAMI Meter Data Collector

- Vaults should be as close as possible to control boxes and not more than 45 feet.
- Vaults where possible will be located in the park strip.
- Conduit will be run between vault and control box.
- Fiber will be terminated in the control box.
- Cellular radios will be replaced with Ubiquiti UF-LOCO or equivalent provided by the city.
- Fiber will be run from the splice case to the equipment control panel
- Fiber will be fixed in MINI-COM surface mount box or a 6-port surface box if space permits with LC/UPC connectors.
- Splicing instructions will be produced at time of installation.

Traffic Signal

- Vaults should be as close as possible to control boxes and not more than 45 feet.
- Vaults where possible will be located in the park strip.
- Traffic Signals will not be connected at this time. Fiber splice case must be prepared for future connections into the Traffic Signal Control Panel

- Splicing instructions will be produced at time of installation.

Park facilities

- Fiber entering the Park Facilities should follow the “Facility Entrance” specifications.
- Boring or drilling is a permissible method to enter a facility. Concrete can be cut to enable access to buildings.
- Concrete replacement should match what was taken out.
- Fiber will be run from the splice case to the Park equipment room or designated location and fixed in MINI-COM surface mount box with LC connectors
- Splicing instructions will be produced at time of installation.

Treatment and Lift/Meter station facility Entrance

- Vaults should be as close as possible to control boxes and not more than 45 feet.
- Vaults where possible will be located in the park strip.
- Conduit into the facility will be made available by Central Davis Sewer District (CDSD) at the edge of each facility.
- From the Vault, Conduit will be attached to customer supplied conduit at the edge of the CDSD facility.
- Fiber will be run from the splice case to the CDSD equipment control panel and fixed in MINI-COM surface mount box with LC connectors.
- 4 fibers will be terminated in each facility, 12 Fibers will be terminated in CDSD Office
- Splicing instructions will be produced at time of installation.

Facility Entrance

- Underground HDPE conduit shall be joined below grade to a Schedule 80 PVC, 90-degree elbow using a watertight HDPE/PVC transition coupler (ex. Carlon E-Loc). Note: a standard PVC coupler may be used with a suitable HDPE epoxy adhesive.
- At the height of the building penetration, a weather resistant pull box or conduit outlet body (e.g. LB-style) with removable cover shall be placed for ease of pulling fiber and to maintain the minimum bend radius specified by the cable manufacturer.
- Core drills must be at 90-degrees (plumb and square) to the wall.
- A Schedule 80 PVC conduit sleeve shall be placed from the pull-box through the core drill, and must be sealed and waterproofed using hydraulic water-stop cement both on the inside and outside of the bore (Note: silicone caulk/sealant may be used to create a watertight seal between the pull-box and the wall when placed against vinyl or metal siding). The conduit sleeve shall extend beyond the interior wall surface by 1" to 2".
- Fire rated sealant is required for penetrations through all exterior and interior fire resistance-rated walls. All conduits shall be sealed per NEC 300.7. A modular seal product (i.e. GPT Link Seal) is suitable for sealing between the wall penetration and the conduit exterior. The conduit must be internally sealed around the cable using a suitable fire-rated duct plug.
- Riser conduit shall be fastened to the exterior wall using galvanized steel, two-hole straps. At a minimum, one strap shall be placed within 12" above grade, and another within 12" below the pull-box. Strap spacing shall not exceed 5-feet. The minimum radius for any bend or sweep in the conduit or riser shall be 24-inches. The total number of bends in any conduit run shall not exceed 360°
- The conduit sleeve shall be internally sealed using a duct plug once the fiber optic cable is installed.

All inside plant construction shall meet applicable federal, state, and local codes, laws and regulations, as well as use approved construction methods and meet aesthetic standards of the building owner. All fiber cables must be properly bonded and grounded upon building entrance, where applicable. All fibers entering and exiting facilities shall be spliced in rack-mounted or wall-mounted splice enclosures and fiber termination panels.

Outdoor-rated cable shall not be run for a distance of more than 50 feet internal to the facility unless installed within metallic conduit per NEC guidelines.. For runs less than 50 feet, plenum-rated innerduct shall be used to provide a cable path between the building entry point and termination panel.

Each termination and termination panel will be labeled to identify the termination point of the fiber according to a naming schema to be approved by the City. Fiber connectors shall be LC/UPC factory spliced connectors made with a fusion splicing machine.

Other Requirements:

Unsatisfactory Operations

Should it be necessary to halt the work because of incorrect or unsatisfactory operations under the terms of the awarded contract or because of failure to follow safety standards, the Contractor must take immediate steps to remedy the deficiencies. Should repair or correction of any safety defect or deficiency not be immediately undertaken, and should the City be required to protect the site or make the repair or correction, the cost of such work shall be deducted from payment due the Contractor.

Inspection

During any inspection including, but not limited to, the final inspection of each work site, should it be found that concealed work is substandard, the burden of proof that the concealed work is up to standard shall be the Contractor's, who shall do such as is necessary, including exposing the concealed work, to clearly establish that the concealed work meets all specifications. Any and all items such as, but not limited to, improperly set couplings and concrete or masonry work that is not up to specified standards shall be removed and replaced at the Contractor's expense.

Aerial Snowshoes

In the event aerial fiber installation is necessary, the fiber cable storage loops shall be installed using suitable "snowshoe" hardware. Cable shall be coiled with a bend radius no less than specified for storage by the cable manufacturer. Unless otherwise specified, there shall be a minimum of 150 feet of slack cable between the snowshoe racks or between the snowshoe and splice case. Slack cable shall be lashed separately from the initial span lashing and located at each intersection and every 1,500 feet.

Transition Pole Risers

Fiber cables shall be protected with galvanized 2" conduit with a 6" standoff from the pole at all underground to aerial transition poles. The Galvanized conduit shall be installed with a secure fitting manufactured conduit elbow or conduit sweep emerging from below ground by no less than 6 inches, and shall extend from the ground surface (leaving no gap) to a height on the pole of no less than 10 feet and no less than 3 feet below the point of attachment height, including any bell boots or adapters at the pole base. The conduit shall be properly attached to the utility pole per Kaysville Power instructions.

Underground Cable Installation

Before construction, the Contractor shall provide notification to other Utilities and other parties using appropriate BlueStakes underground location and marking services. Pull-tapes with linear length markers and a minimum tensile strength of 1,100 pounds shall be installed in all installed conduit. Tracer wire for purposes of locating conduit shall be installed within all installed conduit.

The minimum bend radius specified by the cable manufacturer shall be observed by the Contractor at all times when handling the fiber cable. Fiber cable storage loops shall be installed in all handholes and cable shall be coiled with a bend radius no less than specified for storage by the cable manufacturer.

Fiber installations to City facilities that are served by underground service shall have a minimum of 100 feet stored as excess fiber at the termination location or point of facility entrance unless specified by the City.

Fiber Testing

Final fiber testing to be conducted after installation and in accordance with criteria detailed below. Contractor to provide City with raw data as well as PDF format of all Optical Time Domain Reflectometer (OTDR) testing.

Additionally, final acceptance shall be contingent upon successful end-to-end testing of each terminated fiber. Each strand will be tested end-to-end to validate the optical performance of the entire link, as well as to verify that fiber splicing has occurred according to supplied splice matrices. This testing will consist of bi-directional OTDR testing, as well as insertion loss and continuity testing using a light source and optical power meter. This testing shall occur only after fibers are terminated on both ends of a link, and all intermediate construction and/or splicing involving the re-entry of installed splice cases or handling of the fiber optic cable is completed for a particular segment under test.

The Contractor shall provide the City with electronic documentation of all test results.

Testing Criteria

Testing shall be deemed successfully completed if: (1) maximum fiber losses meet manufacturer specifications, with an allowance for splices and connectors; (2) individual splice losses do not exceed 0.1 dB; and (3) maximum mated connector losses do not exceed manufacturer specifications or 0.75 dB, whichever is less. Testing will be performed by Contractor personnel, and may be observed by designated representatives of the City. The City may request and/or perform additional testing to verify results prior to accepting test data.

OTDR Testing Procedure

An OTDR shall be used to measure and document splice losses and connector losses. To correctly identify abnormalities at a short range, a 100-meter or longer launch cable shall be used between the OTDR and the fiber under test. Bi-directional traces shall be acquired for each fiber. If the connection of the launch cable to the patch panel requires optimization by the operator, sampling acquisition will commence upon completion of the optimization. Each fiber will be identified, and the results of the test for each fiber will be recorded as indicated below in the section "Test Data File Names." The test will be repeated for each of the fibers linking a particular site. All tests will be made at 1310 nm and 1550 nm.

Settings on the OTDR shall reflect the following:

- A. The Refractive Index shall be set for the actual fiber utilized (commonly-used Corning SMF-28 single mode fiber has a refractive index of 1.4677 at 1310 nm);
- B. Pulse width no greater than 100 ns (10m) for all fiber lengths;
- C. Scattering coefficient specified by the fiber manufacturer for each wavelength tested;
- D. A minimum of 10,000 sampling acquisitions (averages);
- E. Maximum range set to no more than 10 km for all fiber length less than 10 km;
- F. Maximum range set to no more than 25 km for fiber lengths greater than 10 km; and
- G. Event threshold: 0.05 dB.

A uniform file-naming scheme for recorded data shall be used, complying with mutually agreed conventions by the City and Contractor. Recorded data should include:

- A. Total fiber length;
- B. Individual fiber traces for complete fiber length;
- C. Losses of individual splices and connectors;
- D. Losses of other anomalies;
- E. Wavelength tested and measurement directions;
- F. Manufacturer, model and serial number of the test equipment; and
- G. Name and company of the technician performing the tests.

All data collected at each location during the tests shall be recorded at the time of the tests using electronic means. Contractor to provide City with raw data as well as PDF format of all OTDR testing.

Optical Power Meter Test Procedure

Optical power meter measurements shall be made at the same time as the OTDR tests to determine overall fiber loss and to ensure that fibers have appropriate end-to-end continuity (fibers not crossed). Power meter testing shall be performed at both 1310 nm and 1550 nm and shall report the relative loss of each fiber strand.

Markups / Notations

The Contractor shall perform field markups reflecting specific as-built construction parameters following installation and provide such documentation to the City. This documentation shall identify the lateral placement of conduit relative to its distance from the curb at intervals not to exceed 50 feet and shall provide precise latitudinal and longitudinal coordinates of the center of each handhole.

The Contractor shall supply the City with digital log data (not handwritten) from the directional bore guidance system used during construction, indicating depth of the conduit placement. Also, notations shall indicate measured depth of conduit placement for conduit placed using open trenching or open cut methodologies.

The Contractor shall provide GPS coordinates at every handhole, every splice point, and every 100 feet. If fiber is aerial, every 3rd pole.

Material Handling

Materials Transport

The Contractor shall be responsible for trans-shipping material between their yards and for maintaining the inventory of these items once acquired or received from suppliers on behalf of the City. Materials or equipment shall be transported in a legal fashion and shall be protected from damage or loss. Lost or unaccounted material will be the responsibility of the Contractor and will be reimbursed to the City.

Materials Damaged

Any damage to or loss of any materials or equipment supplied by the City to the Contractors, which occurs from handling or transport, or from any other source or way, shall be the sole responsibility of the Contractor and the value thereof shall be deducted from any payments due the Contractor.

Salvageable Materials

The Contractor shall salvage all useful materials and reuse materials for other City projects to the extent feasible at the Contractor's discretion.

Materials Returned to the City

The Contractor shall return to the City any City-supplied materials and fiber optic cable greater than 300 feet unless otherwise agreed in writing.

Traffic Control and Work Area Protections

The Contractor shall provide all equipment necessary to protect the well-being of employees, motorists and all others who come in contact with construction areas. Such precautions include, but are not limited to, crash cushions, flashing arrow boards, lighted barricades, steel plates, and concrete barriers. The Contractor shall ensure that all required signage meets Federal, State and Local standards.

The Contractor shall furnish, erect, maintain, relocate, and/or remove traffic control devices in accordance with the Contract Documents as well as the latest versions of the UDOT "Standard Specifications for Roads and Structures, January 2018," UDOT "Roadway Standard Drawings Manual, January 2018," MUTCD, UDOT Supplement to the MUTCD, or as directed by the City.

All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise specified by the contract. Traffic control devices shall include, but are not limited to signs, drums, barricades, barriers, electronic variable message boards, cones, delineators, flashing arrow panels, temporary guardrails, temporary concrete median barriers, vehicle-mounted temporary impact attenuators, pavement markings, raised reflective pavement markers, UDOT Certified flaggers, and pilot vehicles.

Accident Reporting

Any accident resulting in damage to property or causing personal injury within the limits of a work site shall be immediately reported to the appropriate police agency, other required agencies and the City.

The Contractor shall immediately contact the Utility Operator/Owner and the City when damage to an underground facility is identified. If a Natural or Propane Gas line is damaged, the Contractor must call 911 prior to notifying the Utility Operator. The Contractor shall not backfill around the underground utility line until the Utility Operator has repaired the damage and has given clearance to backfill. The City will not pay the Contractor for labor, vehicles, material, or equipment or any other cost associated with the repair to any at-fault damage. Failure to comply may result in a verbal warning, suspension of the crew, loss of work, and/or termination.

Contractor-Supplied Material Specifications

All necessary material for construction of the City's portion of fiber optic network shall be supplied by the Contractor. All materials shall be detailed in the proposal pricing and presented in spreadsheet format listing the item, its per unit cost, quantity, and total cost. Prices are to include all shipping costs.

The selected contractor is to store and issue all material for construction, except as otherwise directed by the City. The City may require certain quantities be delivered and stored at a City facility for purposes of maintenance, future construction, and/or self-performance of certain tasks.

The materials specified or an approved equivalent shall be supplied by the contractor and used as needed to complete the scope defined in this document. All materials supplied shall be new and unused and, where required, all materials and equipment supplied shall be UL-approved.

Prices are to include all shipping costs to any location within Kaysville City specified by the City.

Conduit

The Contractor shall provide Dura-Line Futurepath 3-Way 22/16 roll duct, Orange in color and the included 20 AWG insulated copper locate wire. The 3-Way should have a nominal OD of 1.79 inches

- The minimum radius for any bend or sweep in the conduit shall be 24-inches. The total number of bends in any conduit or riser run shall not exceed 360°

- Conduit will enter the box side wall vertically at +/-20°. Conduit ends shall be at least 2-inches above the bottom side wall of the box, and at least 8- inches below the top of the box.
- All conduit shall be buried at a minimum depth of 24-inches, unless otherwise approved by the City, and must have a 3- foot minimum separation from City Power. All conduit must maintain at least a 4-inch separation from all concrete and asphalt surfaces. Trenches may not be shared with City Power, unless otherwise approved by the City Power Superintendent.
- All conduit shall require a tracer wire (20-gauge) for locating purposes placed on top of the pipe or in the pipe where necessary. Where splices are to be made, a watertight splice kit must be used. The tracer wire must be grounded both at the beginning Vault or drop pole and ending vault or drop pole.
- An imprinted, plastic label shall be securely taped to the end of each conduit run. The label shall indicate the location of where the run ends.

Handholes

The Contractor shall supply communications handhole boxes (“handholes”) meeting dimensional and structural loading requirements specified by City.

All handholes shall have the appropriate ANSI 77-2010 Tier designation/load rating embedded in a surface that will be visible after installation. All handholes shall be straight-walled with an open bottom.

Handholes shall each be provided with a lid, lid bolts, and any required reducing coupler to support 2-inch nominal diameter conduit. Supplied lids shall be engraved with the words “**Kaysville City Fiber Optics**”. Handholes over 36” in length should be split lids.

The Contractor shall supply the following handhole varieties meeting the specified loading standard and having the specified nominal outer dimensions:

Type 4 Handhole Tier 22, 24” x 36”x36” (WxLxD)

- Tier 22 Rated (22,500 pound design load, 33,750 pound test load)
- Composite Construction, UL listed to ANSI 77-2010
- External dimensions: 30” x 48” x 36” (WxLxD)
- Straight-walled, open bottom

Type 4 Handhole – Tier 22, 30” x 48” x 36”

- Tier 22 Rated (22,500 pound design load, 33,750 pound test load)
- Composite Construction, UL listed to ANSI 77-2010
- External dimensions: 30” x 48” x 36” (WxLxD)
- Straight-walled, open bottom

Construction Hardware

The contractor shall supply commonly used construction hardware meeting all applicable codes and standards. as follows:

Ground Rod

This item shall consist of the following components:

- Rod, Sectional, 13 mil copper-clad steel, 5/8-inch diameter, 6-foot length, Erico 635883 or approved equivalent. Grounding rods to be placed everywhere there is a splice case.

Fiber Optic Cable

The Contractor shall deliver fiber optic cable in accordance to the following specifications:

- Optical Cable conforming to international standards ITU-T G.657.A1.
- Single Mode Corning Ultra or OFS Allwave + glass is preferred

SELECTION PROCESS AND EVALUATION CRITERIA

A. SELECTION PROCESS

The City reserves the right to act as sole judge of the content of the proposals submitted for the City's evaluation/selection.

B. EVALUATION PROCESS

Proposals will be evaluated for quality, completeness, and price value to Kaysville City by an Evaluation Panel. Selection shall be made from all offers deemed to be fully qualified and best suited among those submitting proposals based on the evaluation of factors included in the RFP, including price. Price shall be considered, but need not be the sole determining factor. The Evaluation Panel may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed the most advantageous.

The City reserves the right, as part of the selection process, to request on-site (or virtual) demonstrations and/or presentations. In the event that such demonstrations or presentations take place, proposers will be selected for this process based on scores derived from the scoring matrix, which includes M/WBE participation, local availability, and all other applicable criteria. The scoring of the demonstration or presentation must be based upon the criteria from one or more of the original evaluation factors. After the demonstrations or presentations, each proposer will then be re-graded on the same criteria. The number of proposers chosen to take place in the demonstration/presentation process is subject to administrative discretion. The recommendation for award will be submitted to the City Manager for Contract Approval.

C. EVALUATION CRITERIA

Below is a description of the evaluation criteria that will be used to evaluate the proposals. To be deemed responsive, it is important for the firm's proposal to contain appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The proposal will be the primary source of information used in the evaluation process. Proposal must contain information specifically related to the proposed services requested in this RFP. Failure of any firm to submit information requested may result in the elimination of the proposal from further evaluation.

- **Relevant Qualifications:** Proposal describes relevant qualifications and experience of the personnel who will be assigned to the project. Service Providers will be evaluated on the background and experience information provided in this RFP. Proposer should submit a Staff Qualifications Listing in free-form format for any personnel to be assigned or available for this project.
- **Location of Business:** Business is located reasonably close to Kaysville City for ease of communication. Full points will be awarded to any business with a physical office within an hour's drive of the city proper. Most points will be awarded for having an office within the state, and some points for locations in neighboring states.
- **Cost Effectiveness/Price Value:** Reasonableness/competitiveness of proposed fee and/or benefits to Kaysville City although the Evaluation Panel is not bound to select the respondent who proposes the lowest fees or most benefits for services. The Evaluation Panel reserves the right to negotiate fees and/or benefits to Kaysville City with the selected respondent(s).
- **Relevant Experience:** Proposal describes relevant experience and demonstrated ability to fulfill the requirements of the proposal as listed in the scope of work, Service Providers will be evaluated on the background and experience information provided in this RFP. Proposers should submit verifiable references for similar services performed within the past two (2) years, preferably with governmental entities.

The following weighted scale will be utilized by the Evaluation Panel to evaluate and score each proposal:

Evaluation Criteria	Weight
Business Location	20.00
Relevant Qualifications	30.00
Cost Effectiveness/Value	30.00
Relevant Experience	20.00

Fiber Optic Cable Installation

PROPOSAL AUTHORIZATION AND SIGNATURE

The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

Firm Name

Authorized Signature (**Notarized**)

Date

Street Address (P.O. Box)

Telephone Number

City, State and Zip Code

Email Address

On this ____ day of _____, 20____ before me _____
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that

he/she was properly authorized by _____
(Company name)

to execute the proposal and did so on his/her free act and deed.

SEAL

Notary Public _____ My commission expires _____

**THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY
ACTUAL CONTRACT MAY DIFFER**

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter, this "Agreement"), entered into this ____ of _____, 20__, by and between the **Kaysville City**, a Utah municipal corporation (hereinafter, the "City") and _____ (hereinafter "Contractor").

WHEREAS, the City and Contractor desire to enter into an agreement whereby Contractor shall provide the following service: **Fiber Optic Cable Installation**

NOW, THEREFORE, in consideration of the mutual promises and obligations herein set forth, the sufficiency and adequacy of which is hereby acknowledged, the parties, and their respective successors, assigns, executors, administrators and legal representatives, hereby agree as follows:

General Terms. The Contractor shall provide the service set forth hereinabove, in consideration for the estimated payment of no more than _____ **00/100 Dollars (\$_____)** based on the prices submitted in your proposal, which is dated _____ attached hereto and incorporated herein by reference. Should any term of the attached proposal conflict with the terms contained in this agreement, the terms of this agreement shall control and supersede those terms of the Contractor's proposal. The Contractor warrants that it will perform the scope herein in a good and workmanlike manner and that it knows and is familiar with all applicable laws, regulations and standard practices regarding these services and has the expertise necessary to properly perform the obligations undertaken by this agreement. The Contractor, and its employees and subcontractors, shall perform the services herein as Independent Contractors and are not entitled to employee benefits of any kind. This agreement will not be construed in any way to be a joint venture, partnership or employer-employee relationship. The Contractor further understands and agrees that he is responsible for the payment of all state and federal income taxes. In addition, the Contractor shall provide the City a business license and any other licenses or certifications required by federal, state or local law as well as copies of any amendments or renewals thereof. The Contractor shall give the City at least thirty (30) days written notice prior to any cancellation, modification or non-renewal of any license and/or certification required by federal, state or local law. Neither party may assign, transfer or delegate any of the rights or obligations herein without the prior written consent of the other party. This agreement shall be governed by and construed in accordance with the laws of the State of Utah and the venue for any litigation arising out of this agreement shall be Davis County.

Payment. Contractor shall invoice City for payments. The City shall pay 25% of the estimated payment upon commencement of the work, an additional 50% of the estimated payment upon the half-way mark of the project, and the balance of the payment due upon the project's completion. The City has the right to request that the Contractor provide reasonable documentation to support an invoice.

Release and Indemnity. The Contractor hereby releases and forever discharges the City, its agents, officers, officials, and employees, from any and all claims, demands, expenses, costs and liabilities of any kind or nature directly or indirectly related to any personal injury and/or property damage arising out of the performance of the service, except those claims that result from the sole negligence of the City or a City employee acting within the scope of the employment. The Contractor shall indemnify, defend and hold harmless the City, its agents officers, officials, and employees from and against any and all claims, demands expenses, costs and liabilities of any kind or nature, directly or indirectly caused by, arising out of, or related to the intentional, negligent or reckless acts or omissions of the Contractor, and its agents or employees, in the performance of these services.

Insurance. During the performance of the service described herein, the Contractor shall:

- (1) Maintain Commercial General Liability to protect the Contractor, its subcontractors, and the City against any and all injuries to third parties, including personal injury and property, and special and consequential damages, resulting from any action, omission or operation by the Contractor or in connection with the services described herein. The insurance shall also include, coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than \$1,000,000 for each occurrence, respectively. The minimum liability coverage required may be increased depending on the nature of the services provided.
- (2) Maintain Owned, non-owned, and hired Automobile Liability insurance, including property damage insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor in furtherance of these services. In addition, all mobile equipment used by the Contractor in connection with the contract work, will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate.
- (3) Maintain Workers' Compensation insurance as required by Utah law.

(4) Provide to the City Manager, before beginning the service, an original, signed Certificate of Insurance, evidencing such insurance, naming the City as an additional insured and stating that the coverage is primary to any other coverage the City may possess. The Contractor shall furnish the City immediate written notice of any changes or cancellation of the policy. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the City's Risk Manager. Insurance coverage required in these specifications shall be in force throughout the Term. Municipal Exclusions, if any, for General Liability coverage shall be deleted. Should Contractor fail to immediately provide acceptable evidence of current insurance at any time during the Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the City for all available remedies – in equity and at law.

(5) The Contractor will secure evidence of all insurance policies of its subcontractors which shall be made available to the City on demand. The Contractor shall require its subcontractors to name the Contractor and the City as additional insured parties on the subcontractor's general and automobile liability insurance policies. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it.

(6) Contractual and other Liability insurance provided under this contract shall not contain a supervision inspection or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result.

Termination. Unless otherwise agreed upon in writing by the parties, this agreement may be terminated by either party for convenience with no less than ten calendar days' notice. In the event of termination, the Contractor will be paid for all services properly rendered to the date of termination and shall promptly discontinue all services affected (unless a termination notice from the City directs otherwise). In the event of any termination, the Contractor will be paid for all services properly rendered to the date of termination and she shall (i) promptly discontinue all services affected (unless a termination notice from the City directs otherwise); and (ii) deliver to the City all documents, data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the services herein. Other than being paid for services properly rendered to the date of termination, Contractor hereby waives any and all other claims for lost profits, lost opportunity, and for any and all other direct, indirect special and consequential damages. In the event that the City terminates this agreement due to the Contractor's poor workmanship, failure to perform the service set out herein or, otherwise, for breach of the agreement, or in the event that the Contractor terminates this agreement for convenience or otherwise, the City may pursue and recover all remedies available at law or in equity, as these remedies are cumulative and do not exclude each other.

Reuse of Documents. All documents, including drawings, specifications, supporting calculations, computer software, etc., prepared by the Contractor pursuant to this agreement are instruments of service with respect to this agreement and Contractor shall provide at least one copy of each to City upon City's request. The reuse of these documents by the City or by others authorized by the City, whether in this project or any other project, entitles the Contractor to no additional compensation. The City reserves the right to require the Contractor to submit copies to the City of any service information and documentation during and after the completion of the service with the Contractors compensation being limited to the direct printing and copying expense and/or direct expenses to copy and supply computer information on a diskette. The Contractors indemnity, release and warranty are limited to the use contemplated in this agreement and Contractor shall not be liable to the City or any third party for any claim arising out of the use of the Contractors documents apart from this agreement.

Severability. If any provision of this agreement is held to be void, invalid, illegal or unenforceable under any law or regulation, such void, invalid, illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor and this agreement shall be considered as if such void, invalid, illegal or unenforceable provision had never been including herein.

Entire Agreement. This agreement represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior negotiations, discussions and agreement, whether written or oral, between the parties regarding same. Headings within the agreement are for convenience only and do not define, limit or construe the contents of such sections.

Amendment or Modification. With the exception of a properly executed purchase order(s) which the parties agree shall become a self-executing amendment(s) hereto, this Agreement shall not be modified except by another written document signed and executed by the City and the Contractor.

Waiver. Failure or delay on the part of the city to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver of any current or future default. Further, a waiver of one provision of this agreement is not a waiver of all or future provisions of this agreement.

ADA, OSHA and Equal Opportunity. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (ADA), the State of North Carolina Occupational/Safety and Health Act (OSHA) and the State and Federal Equal Opportunity Statutes, as well as all rules and regulations promulgated thereunder.

Suspension and Debarment. Contractor hereby certifies that neither it, nor its agents or subcontractors: (1) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State Department or Agency, or (2) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State Department or Agency. Any contract entered into with a contractor or subcontractor that has been debarred or suspended, declared ineligible or voluntarily excluded from contracting with or by any Federal or State Department or Agency may be terminated at the sole discretion of the City.

E-Verify Compliance

Per Utah Code 63G-12-302(3). CONTRACTOR shall comply with the requirements of Utah Code 63G-12-301. Further, if the CONTRACTOR utilizes a subcontractor, the CONTRACTOR shall require the subcontractor to comply with the Utah Code 63G-12-301.

Divestment from Companies that Boycott Israel

Proposer hereby certifies that it is not currently engaged in a boycott of the State of Israel, and agrees to not engage in a boycott of the State of Israel for the duration of the contract.

Divestment from Banded Companies

“Pursuant to Public Law 115–232, § 889, and 2 CFR § 200.216, beginning August 13, 2020, UDOT may not allow its contractors and consultants, their subcontractors or subconsultants, or any supplier for a UDOT project to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as a part of any system, or entering into a contract with any entity if the contract allows the purchase of such covered telecommunications equipment or services with federal funds that flow through a contract with UDOT.

As described in Public Law 115–232, § 889 and 2 CFR § 200.216, covered telecommunications equipment or services includes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of either of these entities. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of any of these entities is covered by the prohibition.

Company certifies it will conform to the requirements of Public Law 115–232, § 889 and 2 CFR § 200.216, and it will include text in contracts with its subcontractors or subconsultants and suppliers for UDOT projects requiring them to certify conformance with the requirements of Public Law 115–232, § 889 and 2 CFR § 200.216.”

Public Records and Confidential Information. All non-confidential information and documents provided by the Company to the City shall be treated as a public record under Utah Code 63G-2-301. All information or documents provided by the Company to the City and marked as “confidential” or with a similar designation under Utah Code 63G-2-309 will be treated by the City as confidential and will not be disclosed to any person without the prior written consent of the Company, if it meets the criteria outlined in Utah Code 63G-2-305. However, the Company hereby agrees that said confidential information can be reviewed internally by city staff and any appropriate city committee involved in the process of awarding city contracts.

**THIS IS A SAMPLE CONTRACT FOR REFERENCE ONLY
ACTUAL CONTRACT MAY DIFFER**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives and signed under seal effective as of the date first written above.

KAYSVILLE CITY

ATTEST:

(SEAL)

Annemarie Plaizier, City Recorder

(SEAL)

Katie Witt, Mayor

Approved as to form and legality.

This day of _____, 20____.

This _____ day of _____, 20____.

Shayne Scott

Angela Carmon, City Attorney

BUSINESS NAME

If Company has a corporate seal, please affix the seal below. If not, please complete the paragraph below:

I, _____, certify that I am the _____
(Print Name) (Print Position Title)

for the Company and that I am authorized to execute contracts on behalf of the Company, which entity does not have a corporate seal; however, for purposes of the statute of limitations (NCGS § 1-47), by both parties will treat this contract as if a corporate seal has been affixed hereto.

ATTEST:

(SEAL)
Authorized Signature

(SEAL)
Authorized Signature

Print Name / Title (Corp Secretary or Officer)

Print Name / Title

In the event that the person executing this Agreement on behalf of the Company is the only officer of the company or is an individual doing business individually or as a trade name, please have the authorized signature notarized below.

Sworn to or subscribed before me this the _____ day of _____, 20____.

SEAL

Notary Public _____ / ____ / _____

Appendix A

Project ID and Description / Estimated footage, Vault and Fiber Count

Appendix A provides a general description of the 34 project areas. It's not meant to be all inclusive but to provide a framework for bidding. Footage is approximate and does not account for slackline, grade or down pole transitions. Vault count and locations are approximate in nature and could require more or less vault placement locations at the time of construction.

ID	Description	Connecting	Goal	Over head Length	Under Ground Length	Vault Count	Fiber Count
P01	CDS Fiber to Lift Station 200N Bonneville	CDSD Lift Station, Future West Davis Corridor	Terminate 4 Strands from Ring to CDSD Lift station Remaining fiber will be for future connection to West Davis Corridor	0	1684	2	144
P02	Water PRV and Signal Angle & Wilkie St	Signal Light, PRV	Terminate 2 strands to Signal Light and 4 Strands to PRV	1250	2700	9	12
P03	Water AMI PRV & Signal Mtn Vista 200N	Signal Light, PRV	Terminate 2 Strands to Signal Light and 4 Strands to Water AMI Meter	110	1530	5	12
P04	Angel St Park	Park Facility	Terminate 4 Strands to Park Facility Structure	70	864	3	12
P05	CDS Galbraith Lift Station	CDSD Lift Station	Terminate 4 Strands from Ring to CDSD Lift Station	3800	441	4	12
P06	Water AMI Tylers Way	Water AMI Meter	Terminate 4 Strands to Water AMI Meter	0	670	1	12
P07	CDS Roueche Ln Lift Station	CDSD Lift Station, CDSD Metering Station	Terminate 4 Strands From Ring to CDSD Roueche Ln Lift Station and 4 Strands to Roundabout Sewer Metering Station	2293	170	3	72
P08	CDSD Western Lift Station and Pioneer Park%10	CDSD Lift Station, Park Facility	Terminate 4 Strands from Ring to CDSD Western Lift Station and 4 Strands to Pioneer Park	0	5050	4	72
P09	CDSD Offices and West Davis Corridor	CDSD Offices	Terminate 12 Strands from Ring Extension (Dependant on P11) to CDSD Office	2419	275	3	144
P10	City Fiber Ring to West Davis Corridor	Extension to West Davis Corridor	Extend 144 Strands From CDSD Ring Extension (Dependent on P09) to West Davis Corridor.	0	2601	5	144
P11	Water AMI Shepard Ln	Water AMI Meter	Terminate 4 Strands From Ring to Water AMI Meter	3993	563	2	144
P12	Water AMI & PRV Burton Ln	Water AMI Meter, PRV	Terminate 4 Strands From Ring to Water AMI Meter and 4 Strands to PRV	1478	300	4	12
P13	Water AMI & Gailey Park	Park Facility, Water AMI Meter	Terminate 4 Strands From Ring to Water AMI Meter and 4 Strands to Gailey Park	1983	1316	3	12
P14	UDOT Signal at 50W Main St	Signal Light	Terminate 2 Strands From Ring to Signal Light	0	322	1	12
P15	UDOT Signal Center & Main	Signal Light	Terminate 2 Strands From Ring to Signal Light	0	305	1	12
P16	Water PRV	PRV	Terminate 4 Strands From Cemetery Leg to PRV	1100	0	1	12
P17	UDOT Signal 200N 300W & I15 North Onramp	2 Signal Lights	Terminate 2 Strands to I15 Signal and 2 strands to 300 West Signal	230	780	2	12
P18	Barnes Park & Water PRV & UDOT Signal	Signal Light, Park Tower, Pickleball Courts, PRV	Extend 72 Strands to Pickleball Courts, Terminate 72 in Park Tower, 4 Strands at PRV, 2 Strands at Signal Light	0	3877	8	72
P19	UDOT I15 South Onramp Signal	Signal Light	Terminate 2 Strands From Ring to Signal Light	0	60	0	12
P20	UDOT 200N Main and Fairfield and Heritage Park	2 Signal Lights, Heritage Park	Terminate 2 Strands From Cemetery Leg to Fairfield and Main St Signal Lights, 4 Strands to Heritage Park	1162	1383	4	12

P21	Water Tank New Tank Site	New Tank, PRV	Terminate 4 Strands To tank Site, 4 Strands to PRV (Dependant on P26, P28)	881	3306	11	12
P22	Water and Power AMI and Signal	Water AMI Meter, Power AMI Meter, Signal Light	Terminate 2 Strands to Signal light, 4 Strands to Water AMI Meter, 4 Strands to Power AMI Meter	6667	773	9	144
P23	Water PRV & UDOT MainSt - 3 Signal Lights	Signal Light, PRV	Terminate 2 Strands to Signal light, 4 Strands to PRV (Dependant on P24)	4340	50	3	144
P24	Water AMI - PRV Laurelwood Dr	Water AMI Meter, 2 PRV's	Terminate 4 Strands to each of the 3 Facilities	3857	4691	11	144
P25	Water AMI Power AMI Hess Farms	Water AMI Meter, Power AMI Meter, 3 PRV's, Chlorine Injection	Terminate 4 Strands to each of the 6 Facilities	0	8730	16	72
P26	Water AMI Power AMI King Clar	2 Water AMI Meters, Power AMI Meter, 4 PRV's	Terminate 4 Strands to each of the 7 Facilities	6701	3920	16	72
P27	Water AMI & Tank Ward Rd	Ward RD Tank, 3 PRV's, Water AMI Meter	Terminate 4 Strands to each of the 5 Facilities (Dependant on P26)	4576	3710	14	72
P28	Water Tanks Crestwood Lower and Upper	Crestwood Tank, Lower Pasture Tank, Upper Pasture Tank	Terminate 4 Strands to each of the 3 Tank Sites (Dependant on P26)	3140	3417	5	72
P29	Water PRV Thornfield	PRV	Terminate 4 Strands to PRV (Dependant on P26)	0	2760	5	12
P30	Water PRV 600N Fairfield	PRV	Terminate 4 Strands to PRV (Dependant on P22)	0	1355	5	12
P31	Water PRV Fairfield & Mutton	PRV, Signal Light	Terminate 4 Strands to PRV and 2 Strands to Signal Light (Dependant on P22)	0	2024	5	12
P32	Water PRV & Chlorine Old Mill 600W	PRV/Chlorine	Terminate 4 Strands to PRV/Chlorine	0	250	2	12
P33	Water PRV Western & Sunset	PRV	Terminate 4 Strands to PRV	0	1480	2	12
P34	Water PRV & Opps Ring Old Mill Dr	2 PRV's, CDS Meter, Operation Center	Terminate 4 Strands to each of the 3 Facilities, Terminate 48 Strands to the Operations Center	3111	4695	12	72

Appendix B

Fiber Termination Locations and Project Association

Appendix B summarizes the termination goals of each project area. Each location shows the associated project area and approximate Latitude and Longitude of the facility to be connected. Connections to the fiber ring or leg extensions are not included in this list.

Project	Name	Description	Lat	Long
P01	2475 W 200 N	CDSO Lift Station	41.03298861	-111.9903785
P02	Angel & 200 N	Traffic Signal	41.03865287	-111.9791176
P02	1688 W Phillips St	Water PRV	41.04426644	-111.972686
P03	181 N Mountain Vistas Rd	Water AMI Collector	41.03760115	-111.9680583
P03	Flint & 200 N	Traffic Signal	41.03854762	-111.9638759
P03	200 N & Rail Trail Crossing	Water PRV	41.03836557	-111.9669118
P04	200 S Angel St	Angle Park Concessions	41.03126784	-111.9755409
P05	1668 W Galbraith Ln	CDSO Lift Station	41.02451521	-111.9737346
P06	1240 W Tyler's Way	Water AMI Collector	41.02521979	-111.9632458
P07	1217 W Smith Ln	CDSO Meter Station	41.02161072	-111.9611154
P07	1113 S Roueche Ln	CDSO Lift Station	41.01656744	-111.9639049
P08	1400 W Western Dr	CDSO Lift Station	41.01002245	-111.9584546
P08	1285 S Angel St	Heritage Park Bowery	41.01394522	-111.9584212
P09	2627 W Shepard Ln	Central Davis Sewer District Offices	40.99931311	-111.944029
P11	25 W Lake Ridge	Water AMI Collector	41.00220856	-111.9386769
P12	Burton Ln & Rail Trail	Water AMI Collector	41.0093318	-111.9400623
P12	97 W Burton Ln	Water PRV	41.0103816	-111.9399433
P13	218 W Gailey Ct	Water AMI Collector	41.031432	-111.9422261
P13	200 S 300 W	Gailey Park	41.03145142	-111.9441415
P14	50 W & Main St	Traffic Signal	41.03354018	-111.9387967
P15	Main St & Center St	Traffic Signal	41.03496878	-111.9384236
P16	250 E & Crestwood Rd	Water PRV	41.04168006	-111.9323779
P17	115 & 200 N NB	Traffic Signal	41.03798958	-111.9470277
P17	300 W 200 N	Traffic Signal	41.0382828	-111.9442247
P18	Kays Dr & 200 N	Traffic Signal	41.03843037	-111.9569473
P18	821 W 300 N	Water PRV	41.03970131	-111.9546459
P18	950 W 200 N	Barns Park Scoring Tower	41.04064298	-111.9594218
P19	115 & 200 N SB	Traffic Signal	41.03798598	-111.9494148
P20	Main St & 200 N	Traffic Signal	41.03825946	-111.9383288
P20	Fairfield Rd & 200 N	Traffic Signal	41.03821945	-111.9358602
P20	251 N Fairfield Rd	Heritage Park Splash Pad	41.03913342	-111.9366111
P21	1375 E Orchard Ridge Ln	Water PRV	41.05795295	-111.9071501
P21	Top of Orchard Ridge Ln	New Water Tank	41.05977896	-111.9018595
P22	450 W Mutton Hollow	Power AMI Collector	41.04840557	-111.9476703
P22	420 W 770 N	Water AMI Collector	41.04773265	-111.9467835
P23	Haight Creek Dr & Main ST	Traffic Signal	41.01612021	-111.9184407
P23	1020 S Main St	Water PRV	41.01818906	-111.9207891
P24	376 S 850 E	Water AMI Collector	41.02858632	-111.9197567
P24	200 E & Main St	Traffic Signal	41.02983865	-111.9341515
P24	500 E & Main St	Traffic Signal	41.0262552	-111.9300518
P24	800 E & 600 S	Water PRV	41.0255648	-111.9207249
P24	Laurelwood Dr & 800 E	Water PRV	41.02778373	-111.9214962
P25	500 E 1200 S	Power AMI Collector	41.01505023	-111.9269462
P25	1428 S 50 W	Water PRV	41.01124188	-111.9365708
P25	Burton Ln & 50 W	Water PRV & Chlorine Injection	41.01374669	-111.937018
P25	1223 S Via La Costa Way	Water PRV	41.01441011	-111.9304592
P25	500 E 1400S	Water AMI Collector	41.01216351	-111.9271436
P26	831 E Crestwood	Power AMI Collector	41.04739707	-111.9185398
P26	1119 E Manchester Rd	Water AMI Collector	41.05343206	-111.9132881
P26	Crestwood Rd & Winston Dr	Water PRV	41.05283316	-111.9115483
P26	Devon St & Sherwood Dr	Water PRV	41.0552716	-111.9150281
P26	745 E Crestwood Rd	Water PRV	41.04589903	-111.9216017
P26	802 N Ellison Rd	Water PRV	41.0478939	-111.9108036
P26	1129 E Manchester Rd	Water PRV	41.05343206	-111.9132881
P26	400 N 500 E	Water AMI Collector	41.04232974	-111.9267491
P27	330 N 1150 E	Water AMI Collector	41.04233113	-111.9139736
P27	400 N & 1000 E	Water PRV	41.04204277	-111.9170931
P27	200 N & Brooke Haven	Water PRV	41.04037654	-111.9172049
P27	737 E Ice Pond Rd	Water PRV	41.04356681	-111.9210351
P27	870 E 450 N	Ward Road Water Tanks	41.04260847	-111.9185559
P28	1120 N HWY 89	Crestwood Water Tank	41.05341372	-111.9095394
P28	East Mountain Wilderness Park	Upper Pasture Water Tank	41.05419216	-111.903776
P28	840 N 1380 E	Lower Pasture Water Tank	41.04892677	-111.9073861
P29	824 E Windsor Ln	Water PRV	41.05513713	-111.9202451
P30	240 E 600 N	Water PRV	41.04455495	-111.9337362

P31	Mutton Hollow & Coburn Cir	Water PRV	41.05402956	-111.936427
P31	MuttonHollow & Fairfield	Traffic Signal	41.05227608	-111.9400185
P32	682 W Old Mill Ln	Water PRV and Chlorine Injector	41.03490498	-111.949731
P33	Western Dr & Rail Trail Crossing	Water PRV	41.01586544	-111.9454777
P34	432 S Sunset Dr	Water PRV	41.02800202	-111.9577302
P34	1095 W Webb Ln	Water PRV	41.03122619	-111.9603556
P34	443 S Deseret Dr	CDS Meter Station	41.03052392	-111.9485209

Appendix C

Master Map

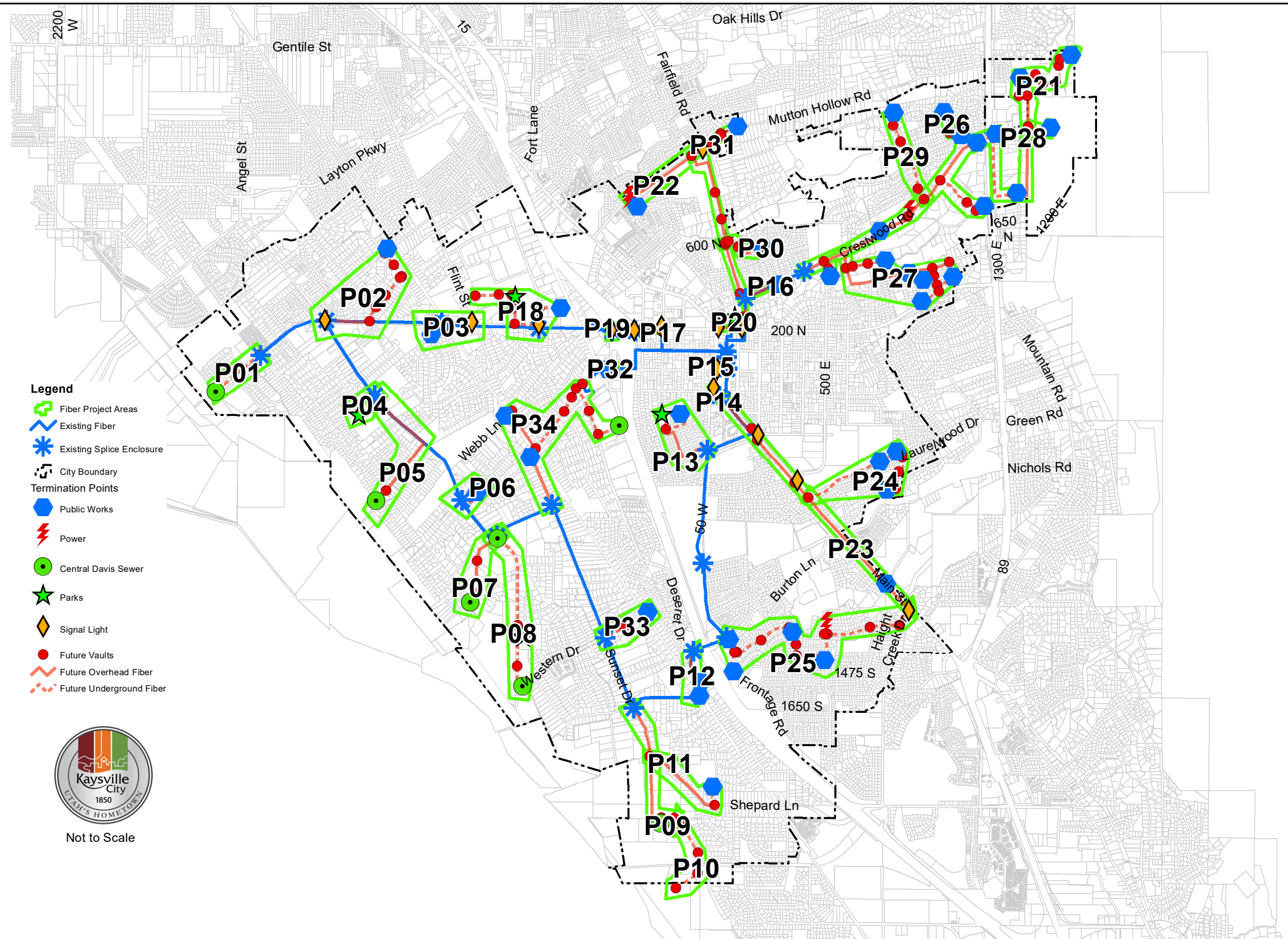
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Legend

-  Fiber Project Areas
-  Existing Fiber
-  Existing Splice Enclosure
-  City Boundary
-  Termination Points
-  Public Works
-  Power
-  Central Davis Sewer
-  Parks
-  Signal Light
-  Future Vaults
-  Future Overhead Fiber
-  Future Underground Fiber



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Appendix D

Fiber Project Areas. Fiber line routes and Connection points.

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Map pages have a separate numbering scheme.

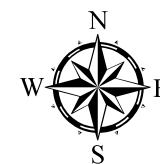


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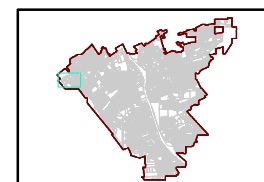
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Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P01



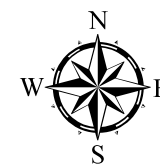


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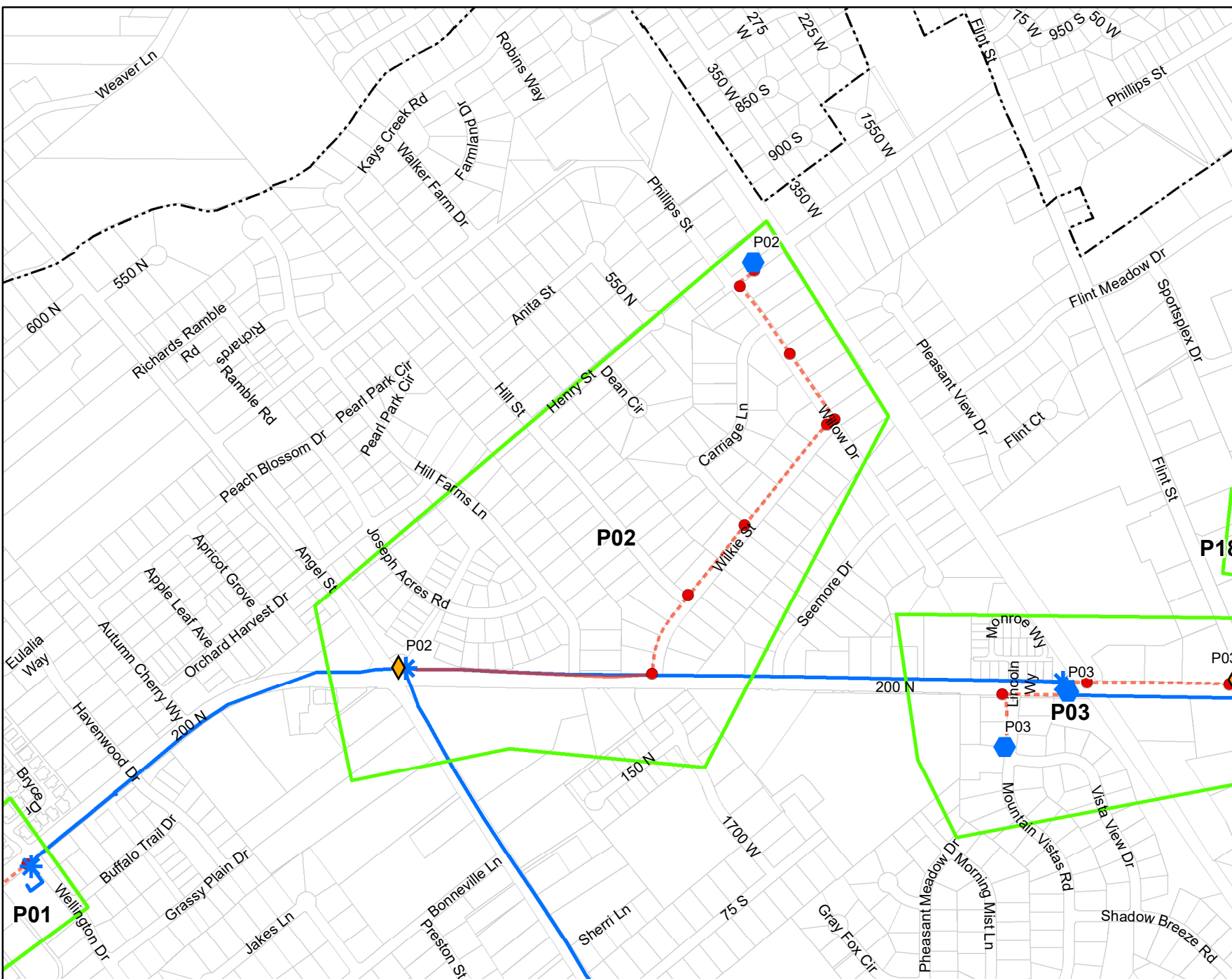
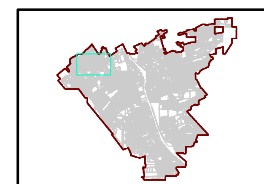
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Termination Points

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- Parks
- Signal Light
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- Future Underground Fiber
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P02



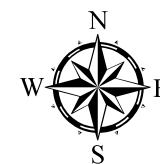


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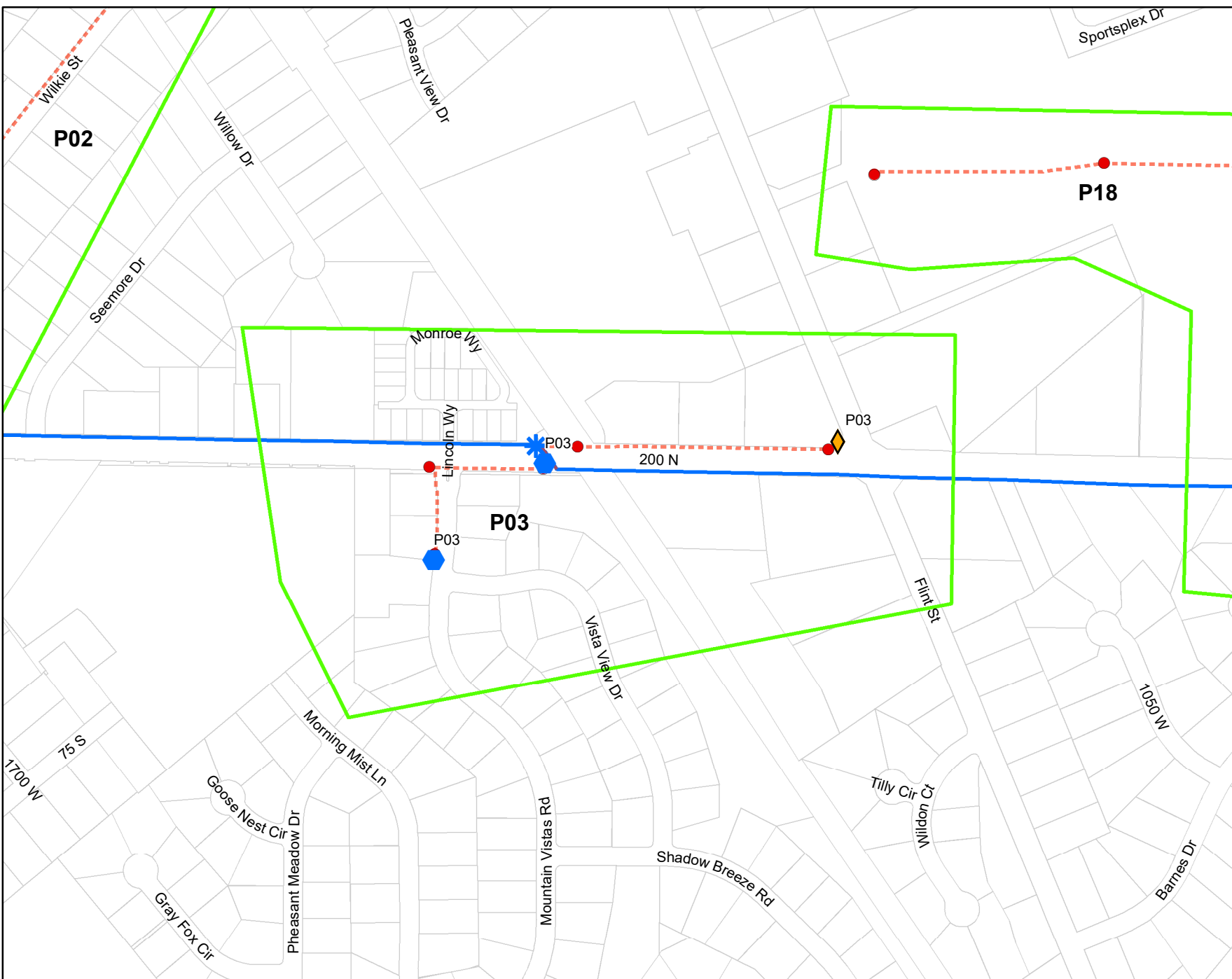
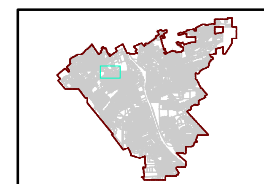
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Termination Points

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P03



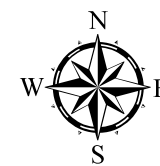


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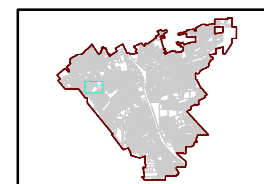
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Termination Points

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P04



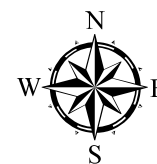


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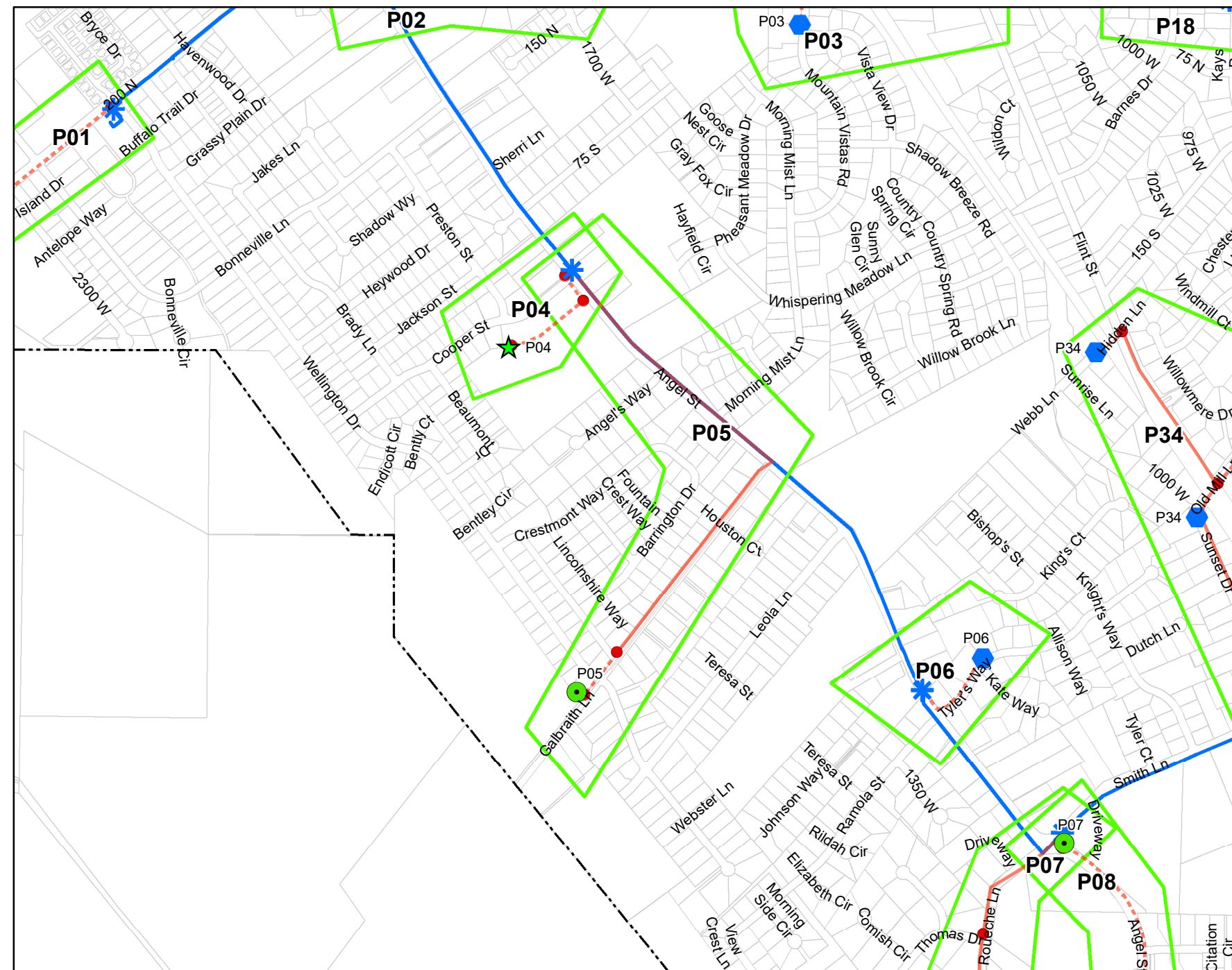
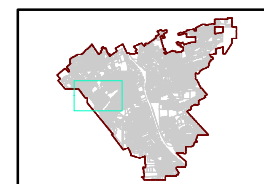
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Termination Points

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- Power
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- Signal Light
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- Future Underground Fiber
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P05



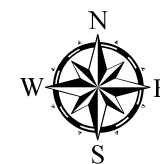


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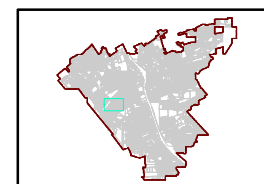
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Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
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P06



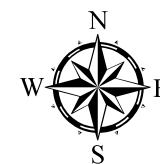


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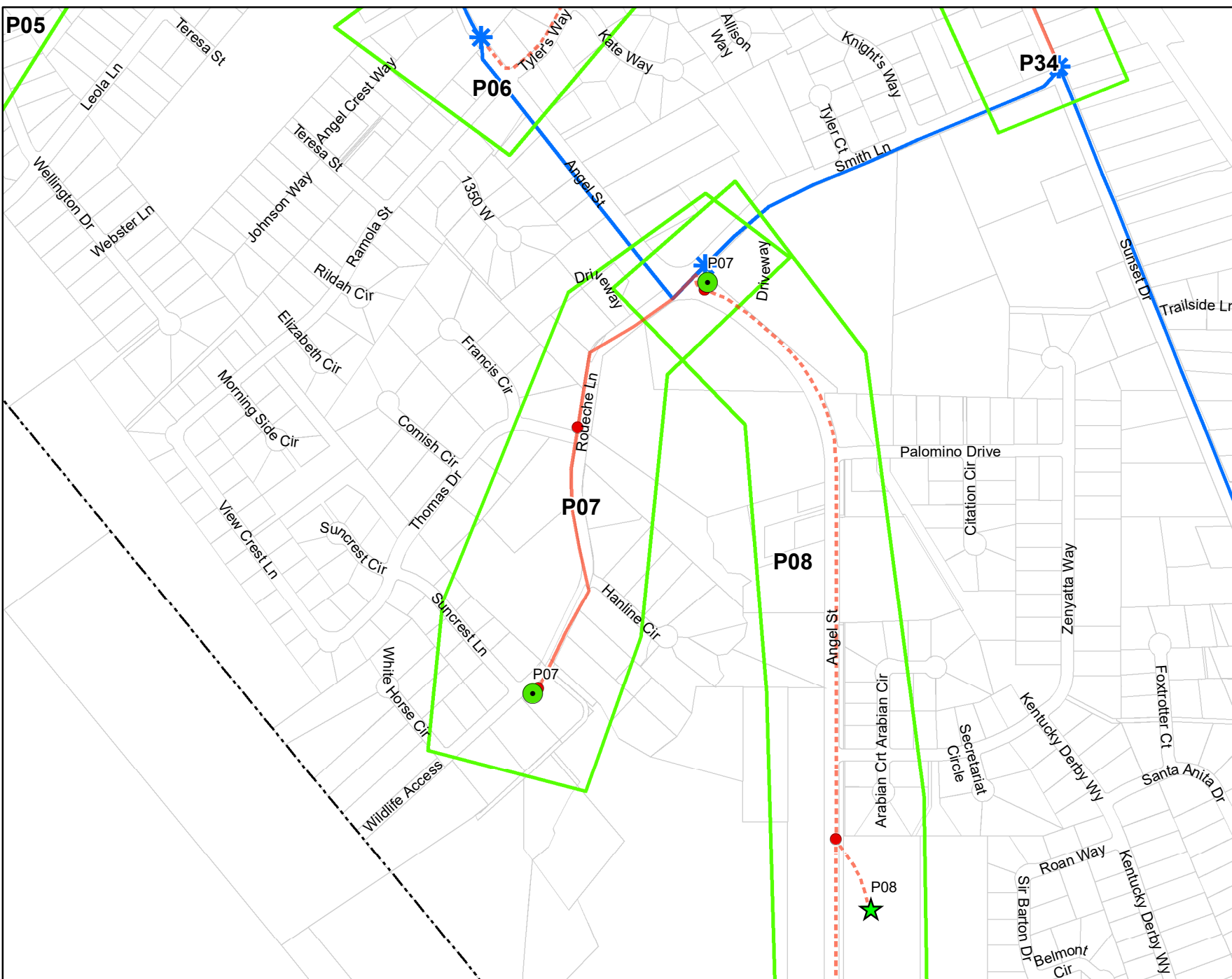
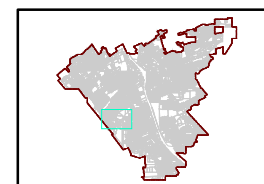
Legend

Termination Points

-  Public Works
-  Power
-  Central Davis Sewer
-  Parks
-  Signal Light
-  Future Vaults
-  Future Overhead Fiber
-  Future Underground Fiber
-  Fiber Project Areas
-  Existing Fiber
-  Existing Splice Enclosure
-  City Boundary



P07



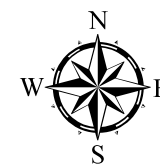


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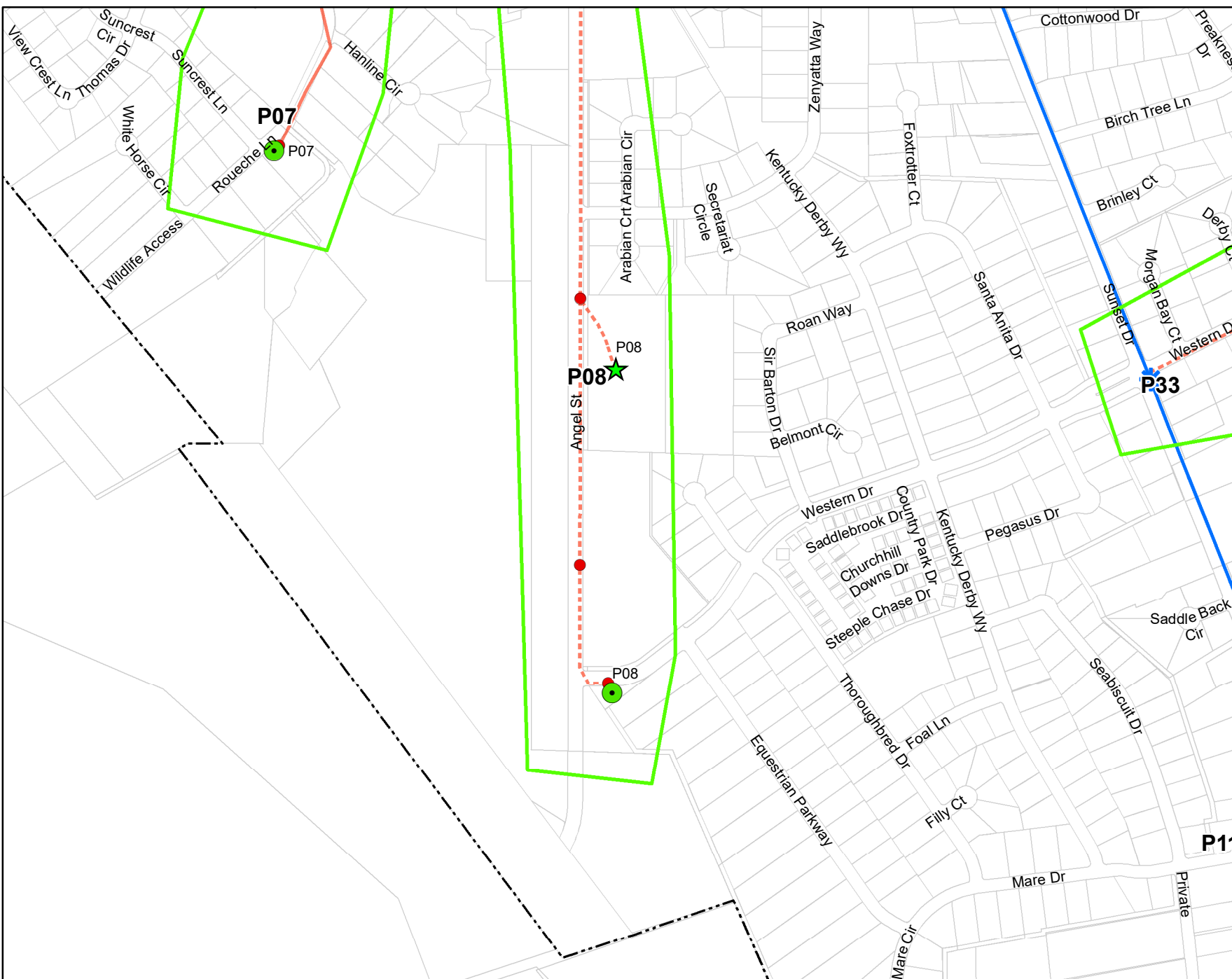
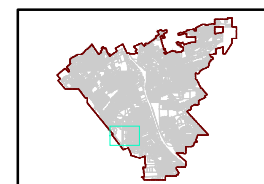
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P08



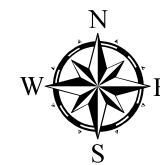


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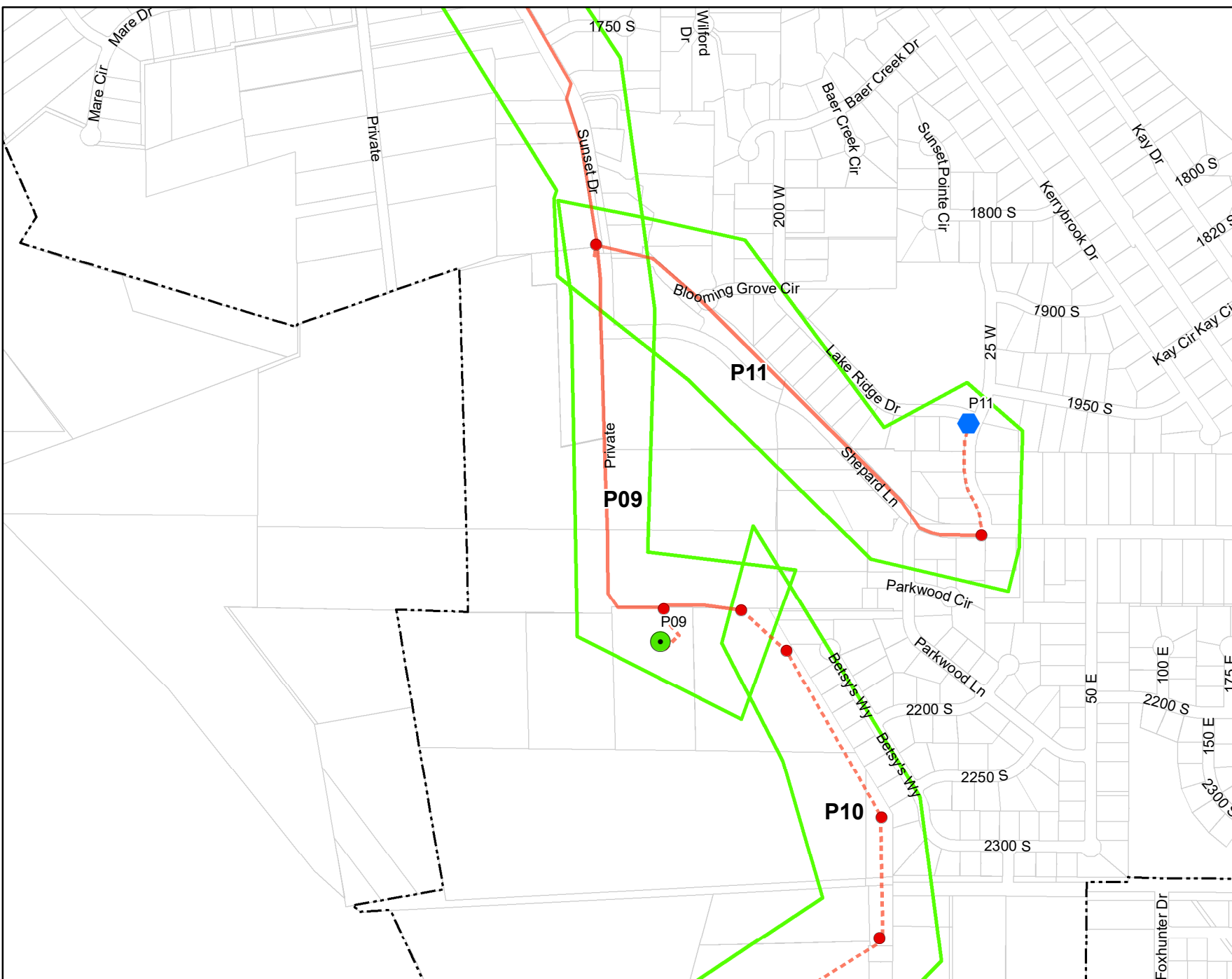
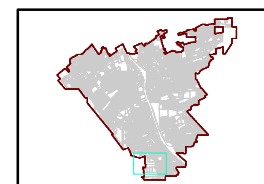
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P09



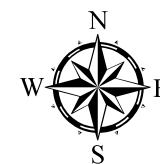


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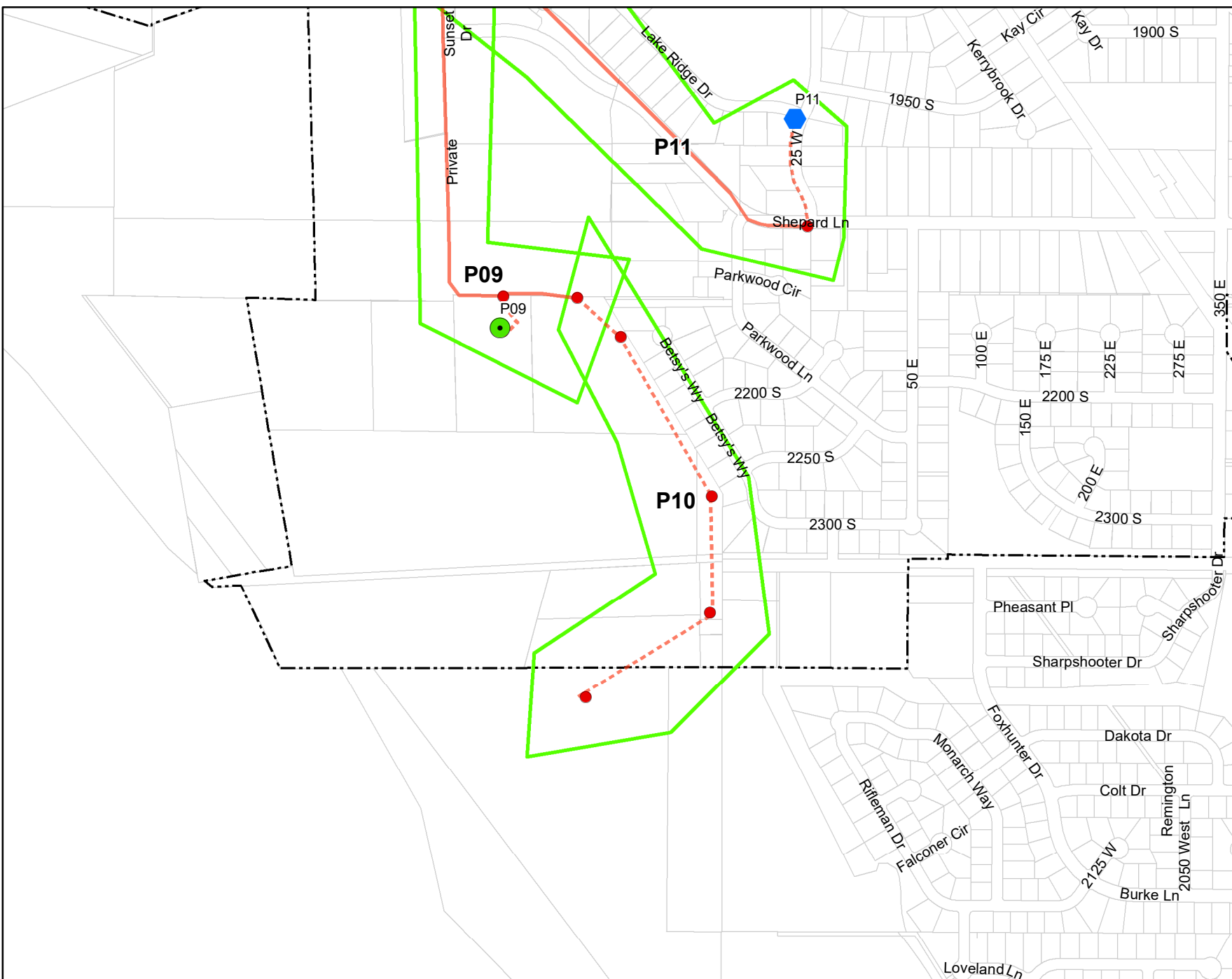
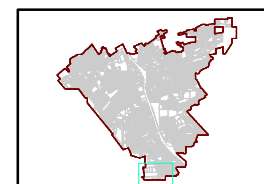
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P10



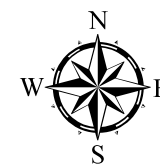


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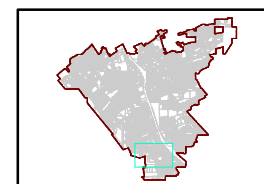
Legend

Termination Points

-  Public Works
-  Power
-  Central Davis Sewer
-  Parks
-  Signal Light
-  Future Vaults
-  Future Overhead Fiber
-  Future Underground Fiber
-  Fiber Project Areas
-  Existing Fiber
-  Existing Splice Enclosure
-  City Boundary



P11



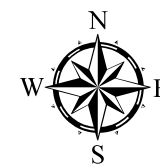


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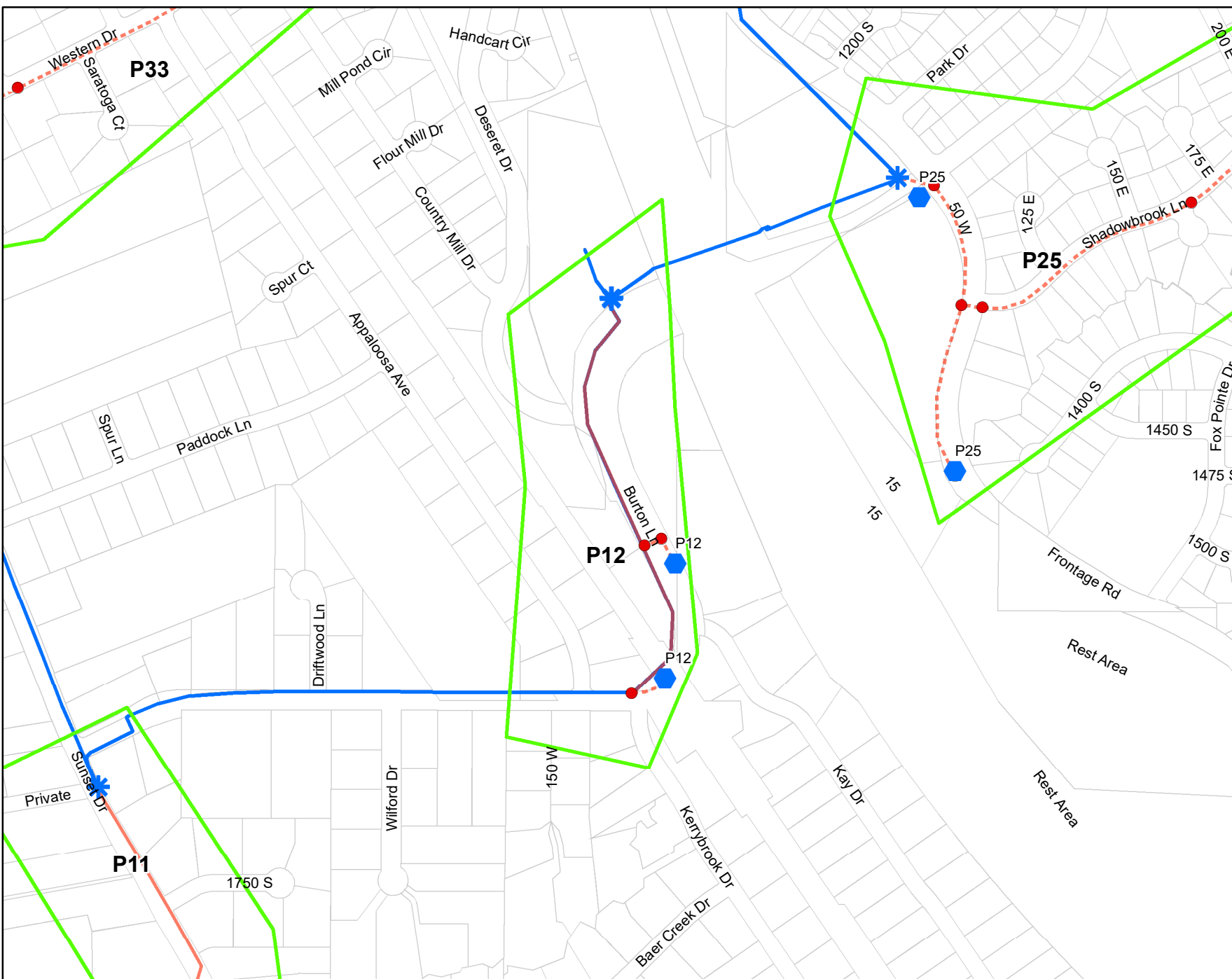
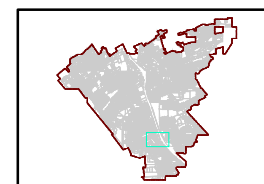
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P12



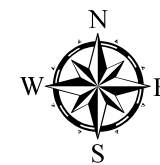


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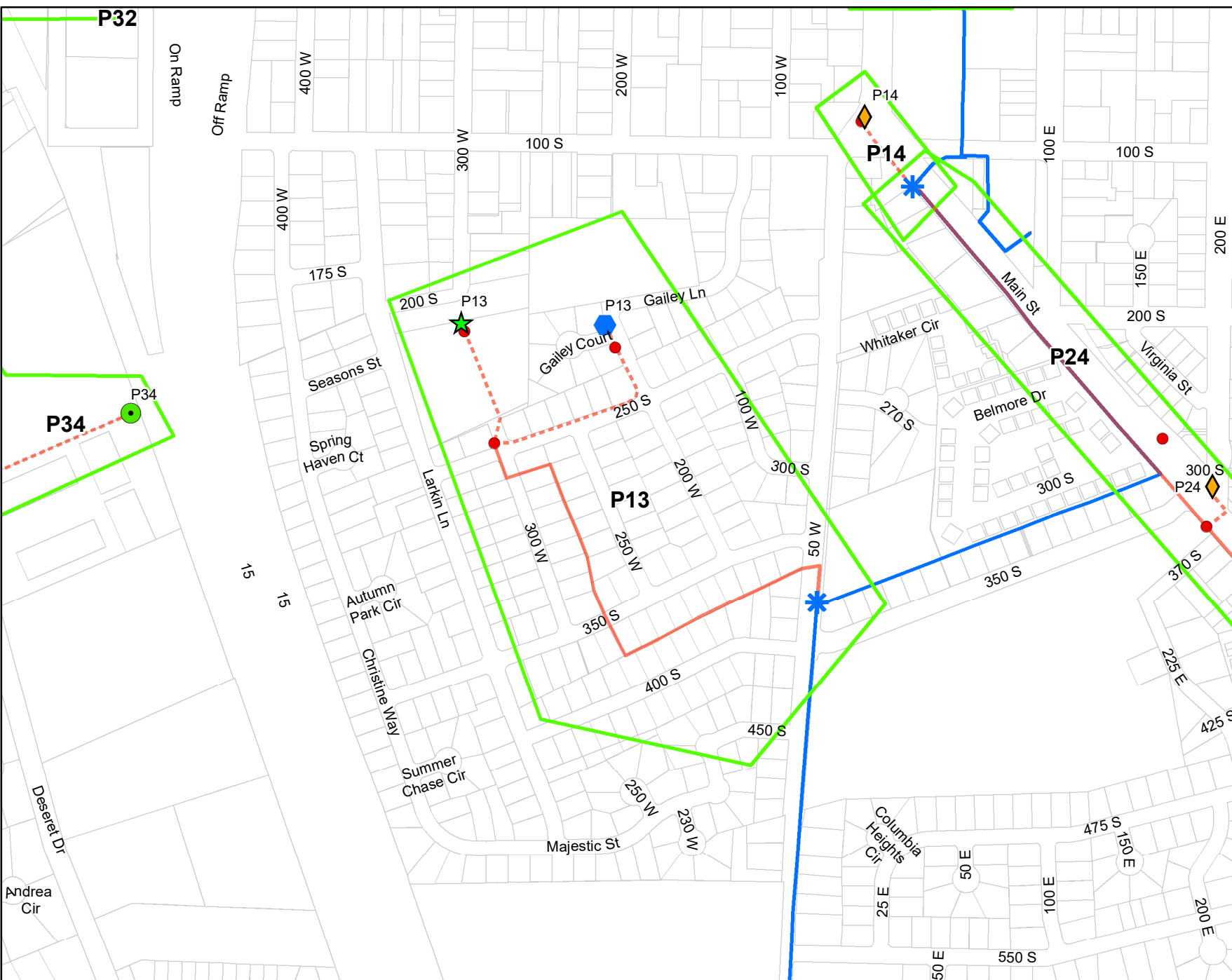
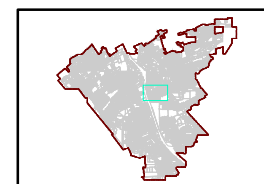
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P13



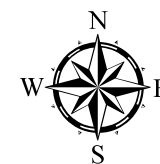


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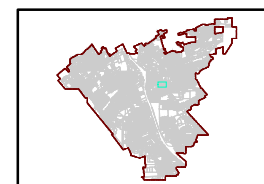
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P14



P15

P14

P14

Main St

P24

100 W

100 S

50 W

100 E

100 S

Gailey Ln

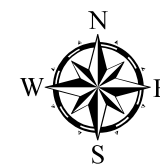


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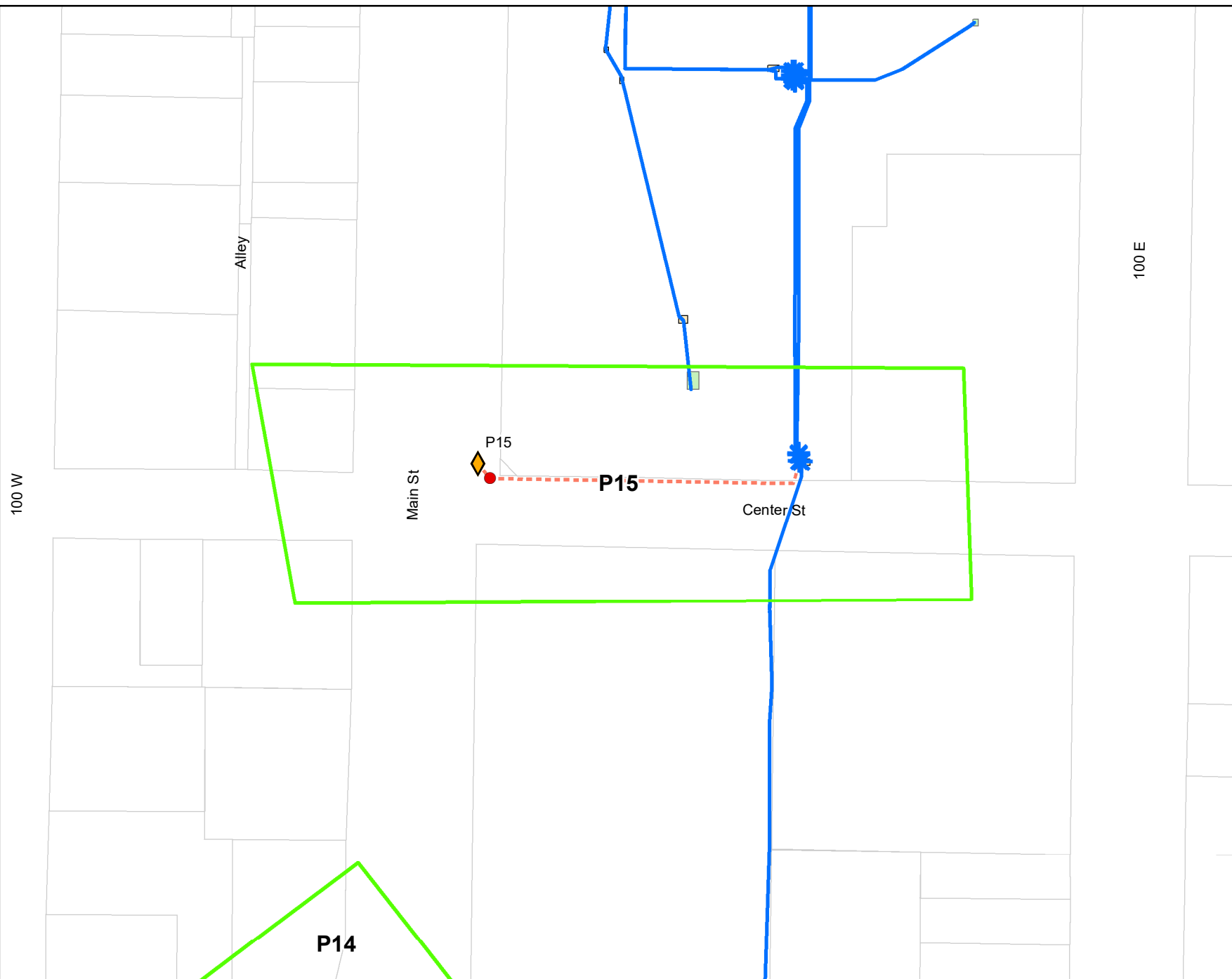
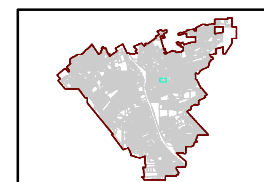
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P15



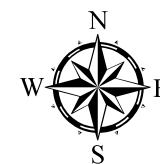


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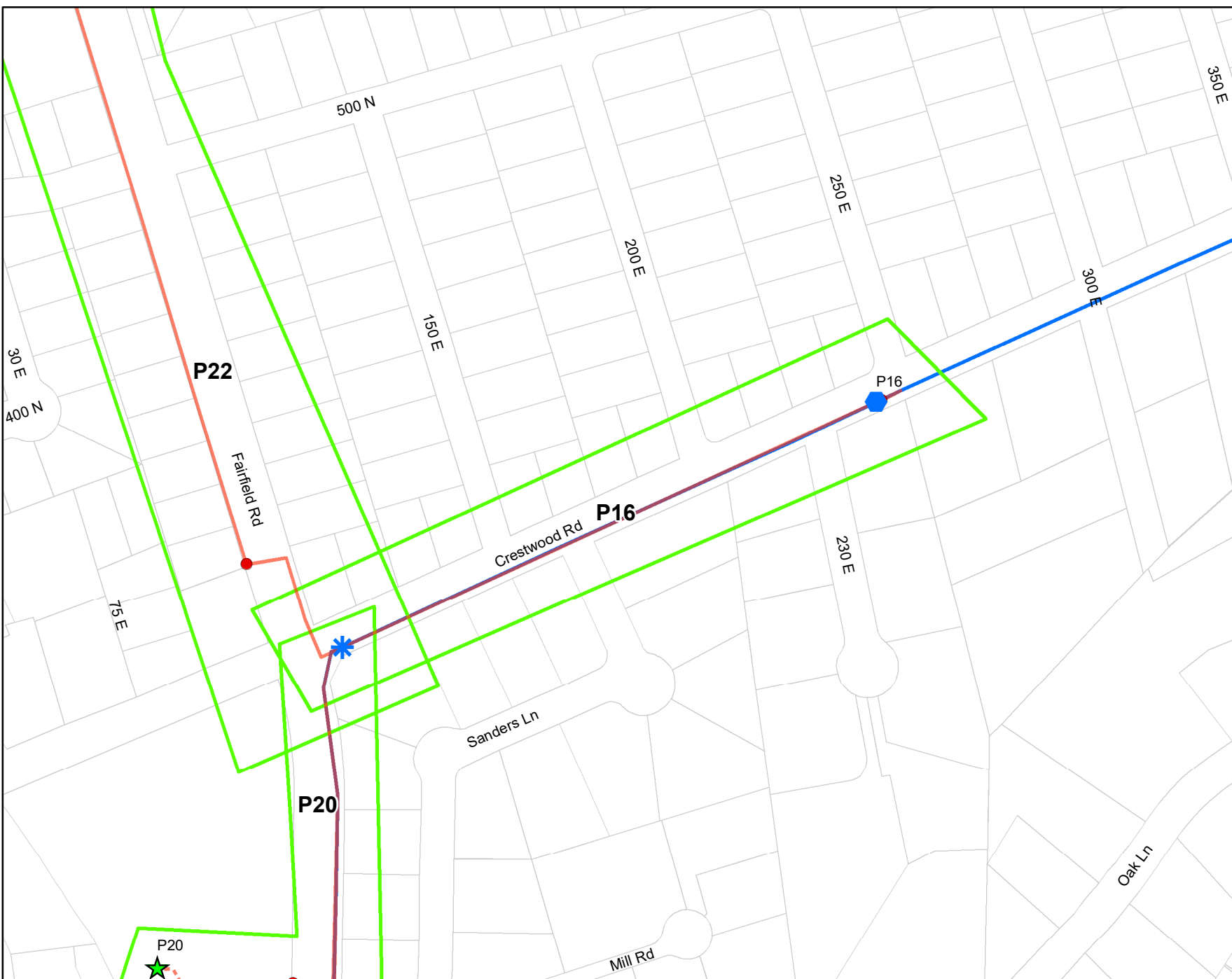
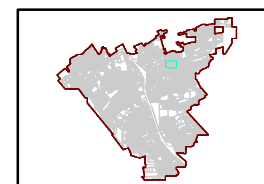
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P16



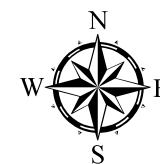


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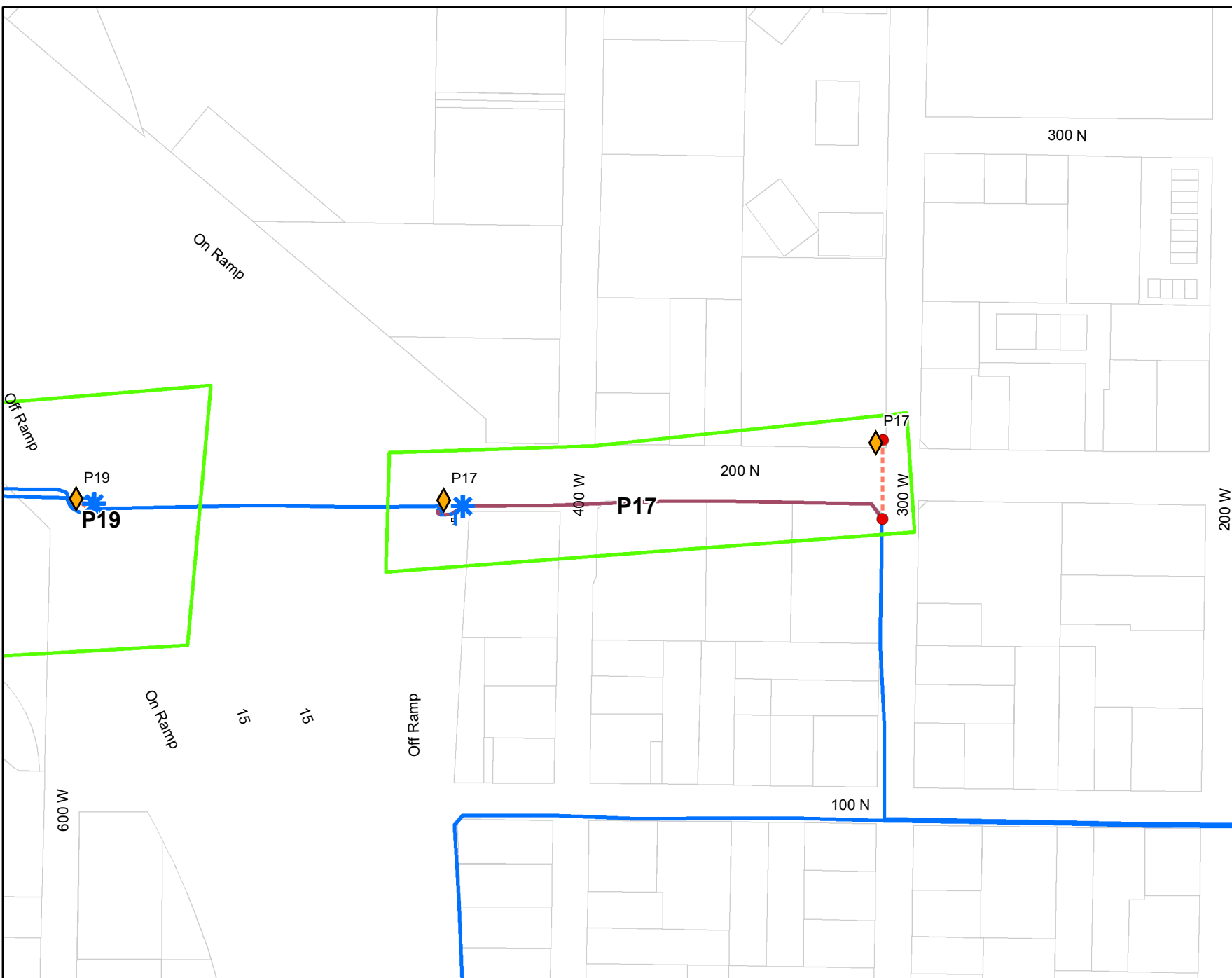
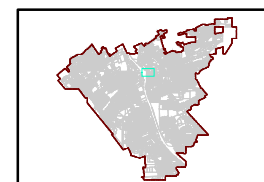
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P17



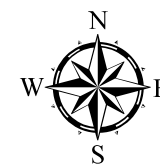


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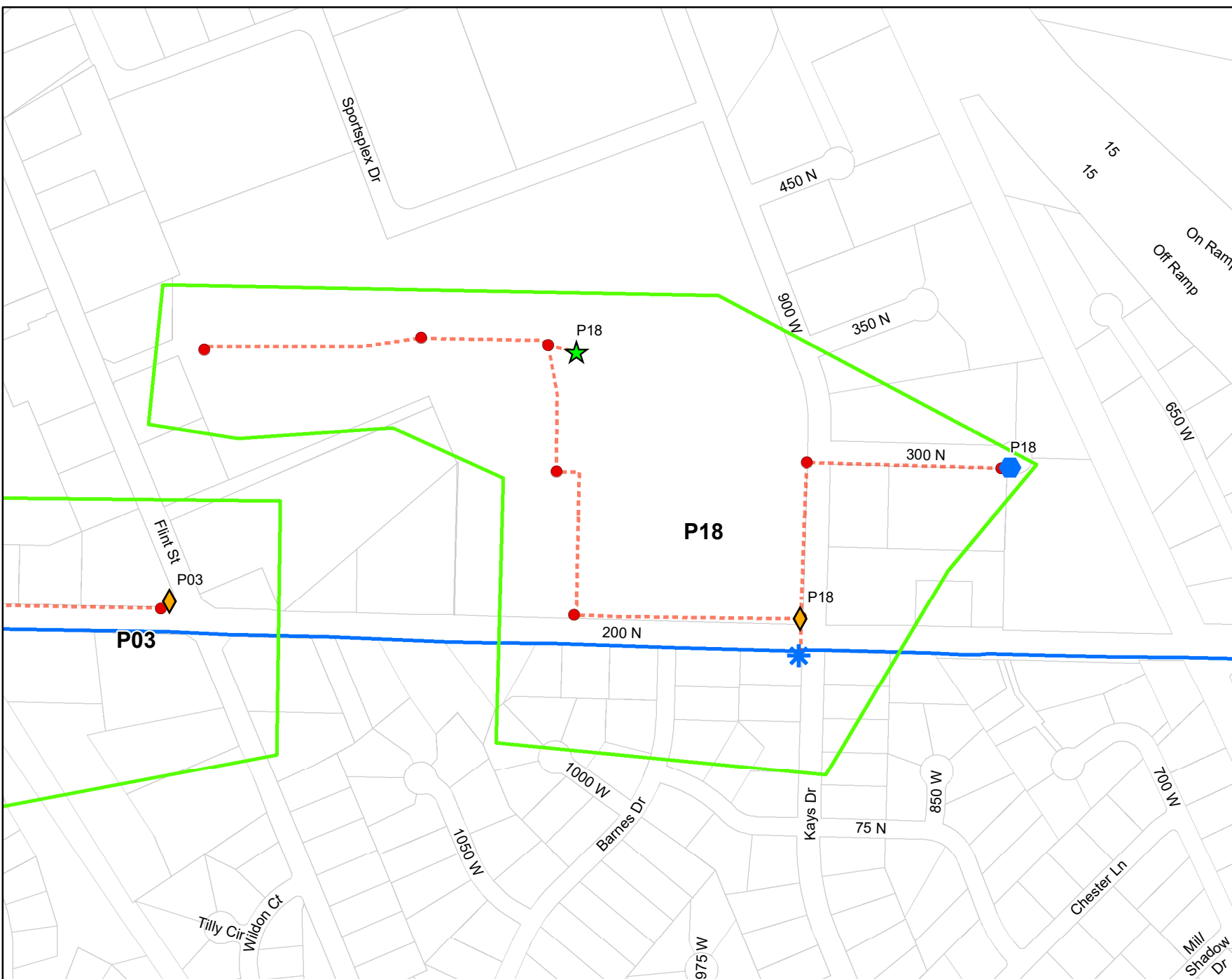
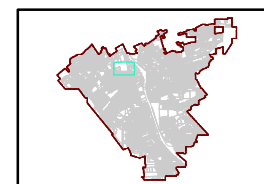
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P18



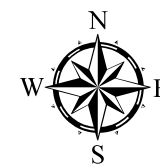


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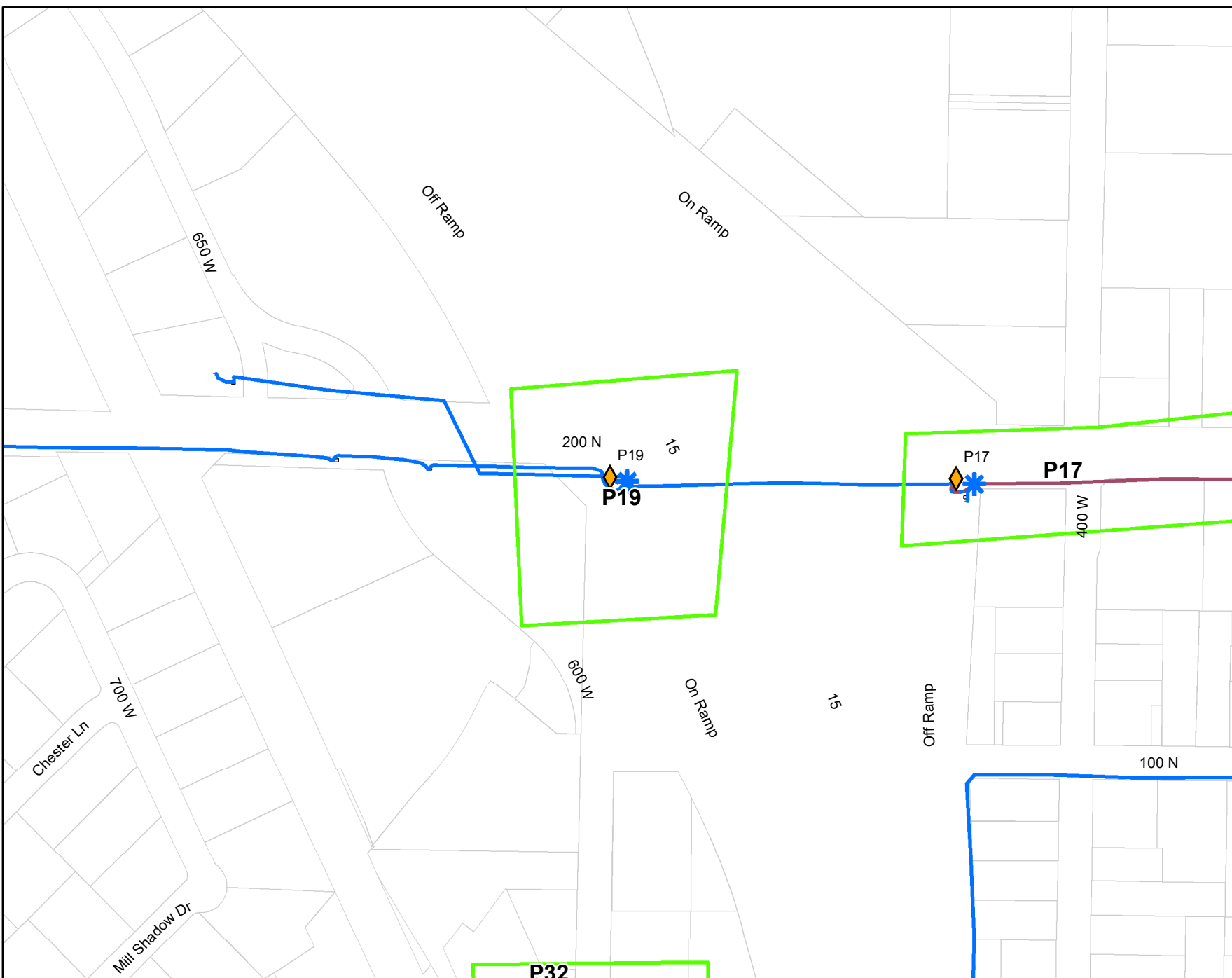
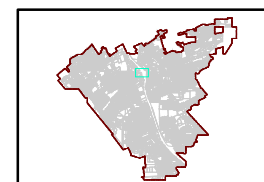
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P19



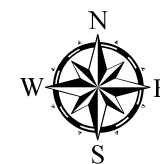


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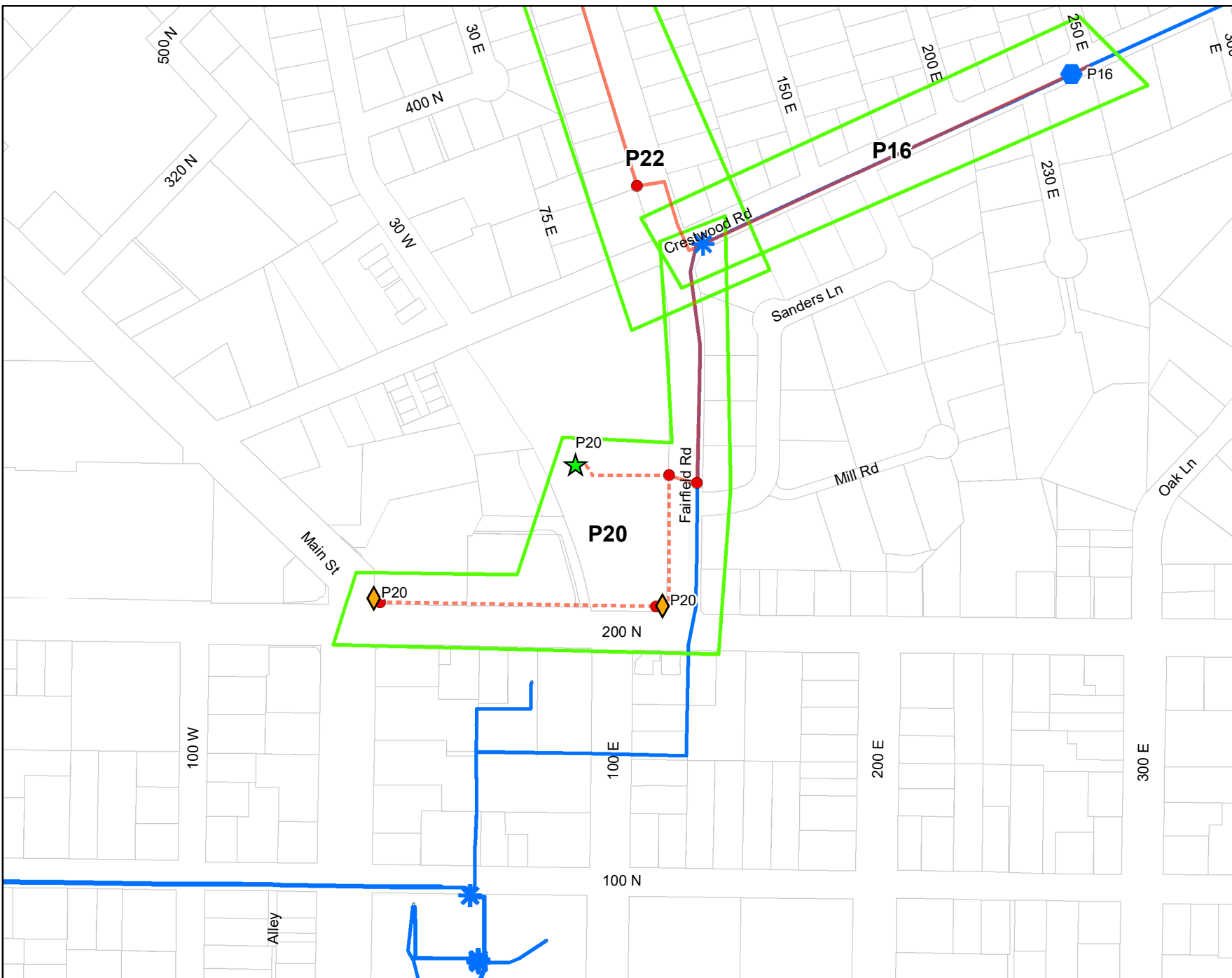
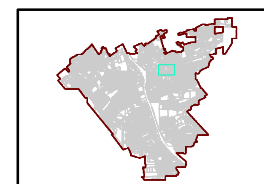
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P20



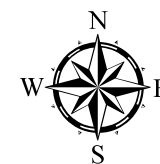


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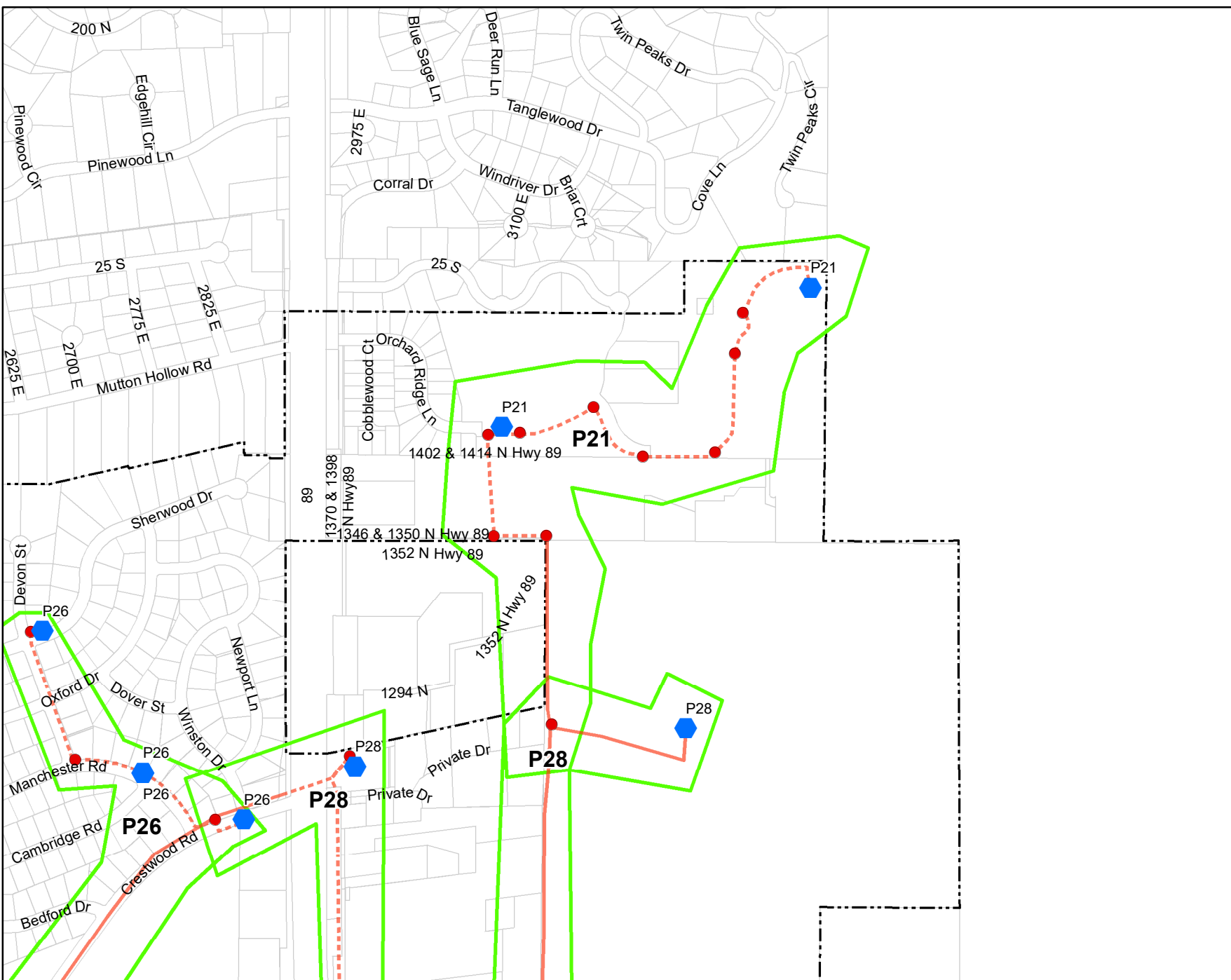
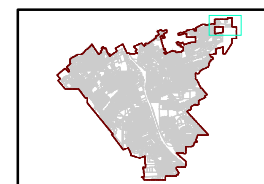
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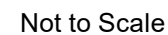
Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



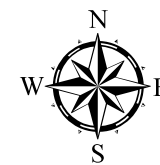
P21



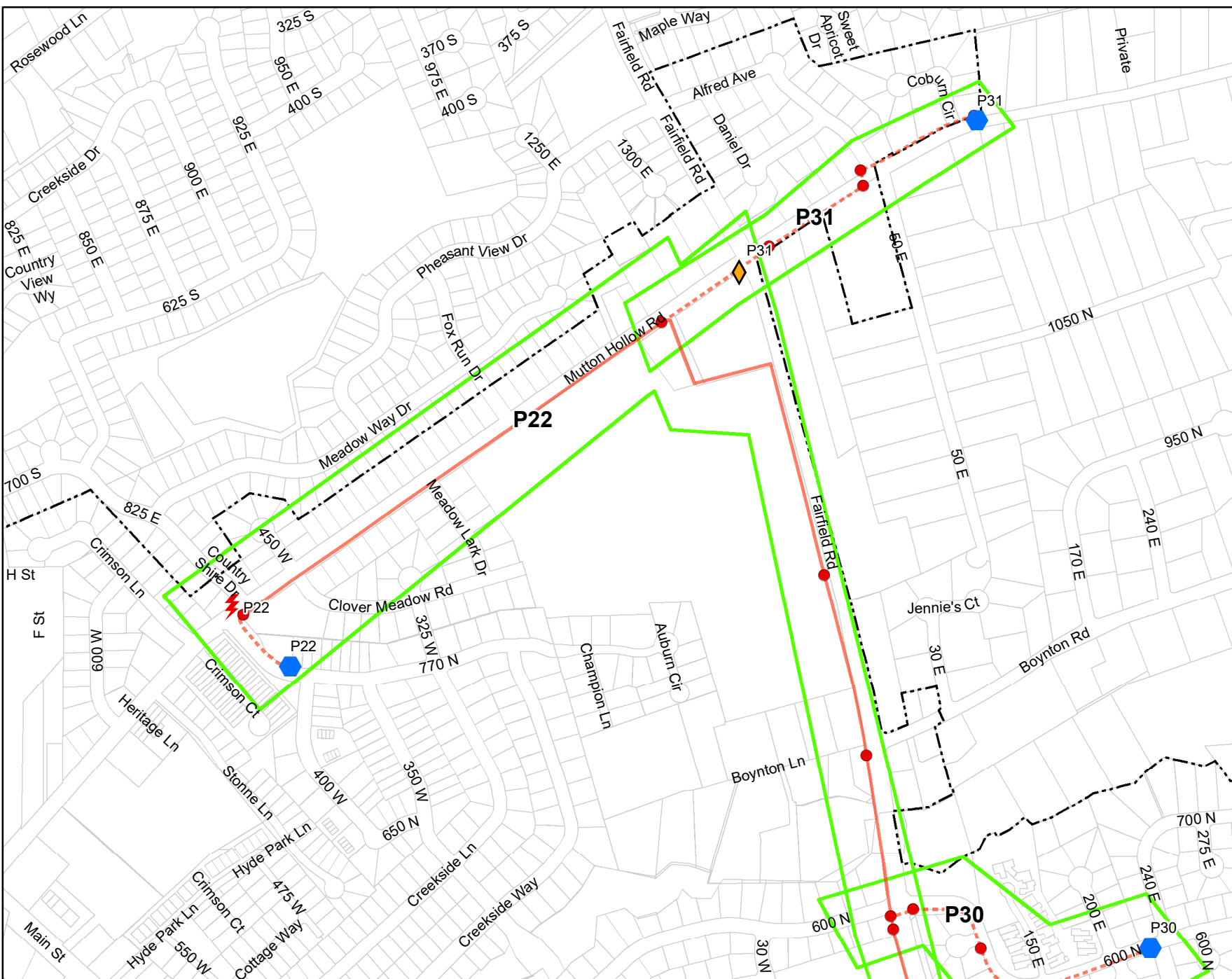
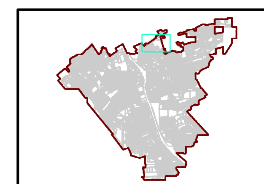


Termination Points

-  Public Works
-  Power
-  Central Davis Sewer
-  Parks
-  Signal Light
-  Future Vaults
-  Future Overhead Fiber
-  Future Underground Fiber
-  Fiber Project Areas
-  Existing Fiber
-  Existing Splice Enclosure
-  City Boundary



P22 -Page A



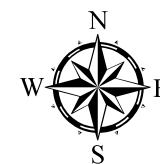


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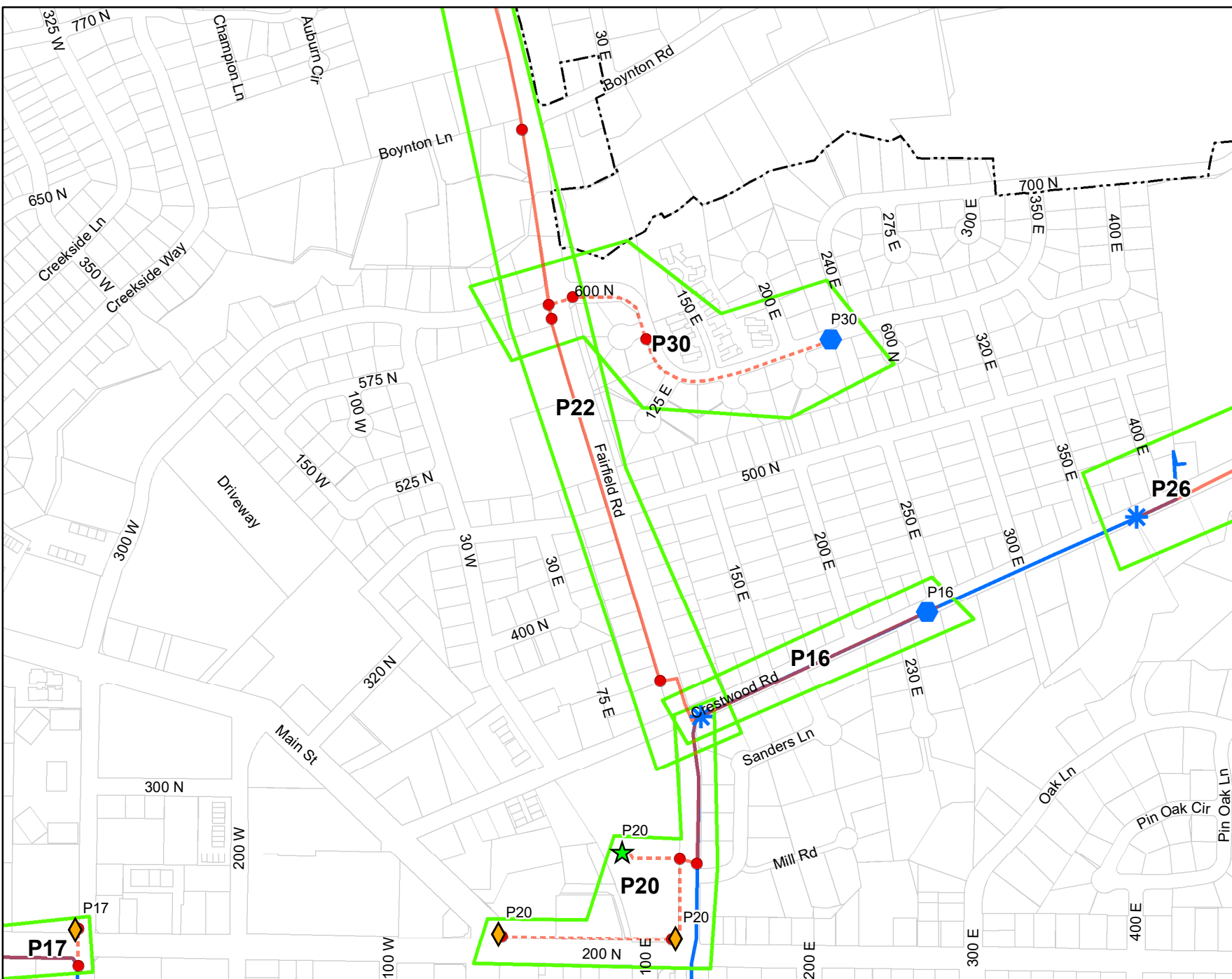
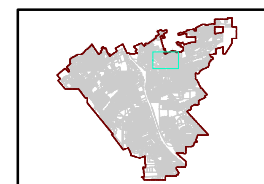
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P22 -Page B



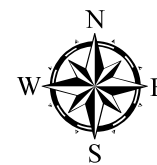


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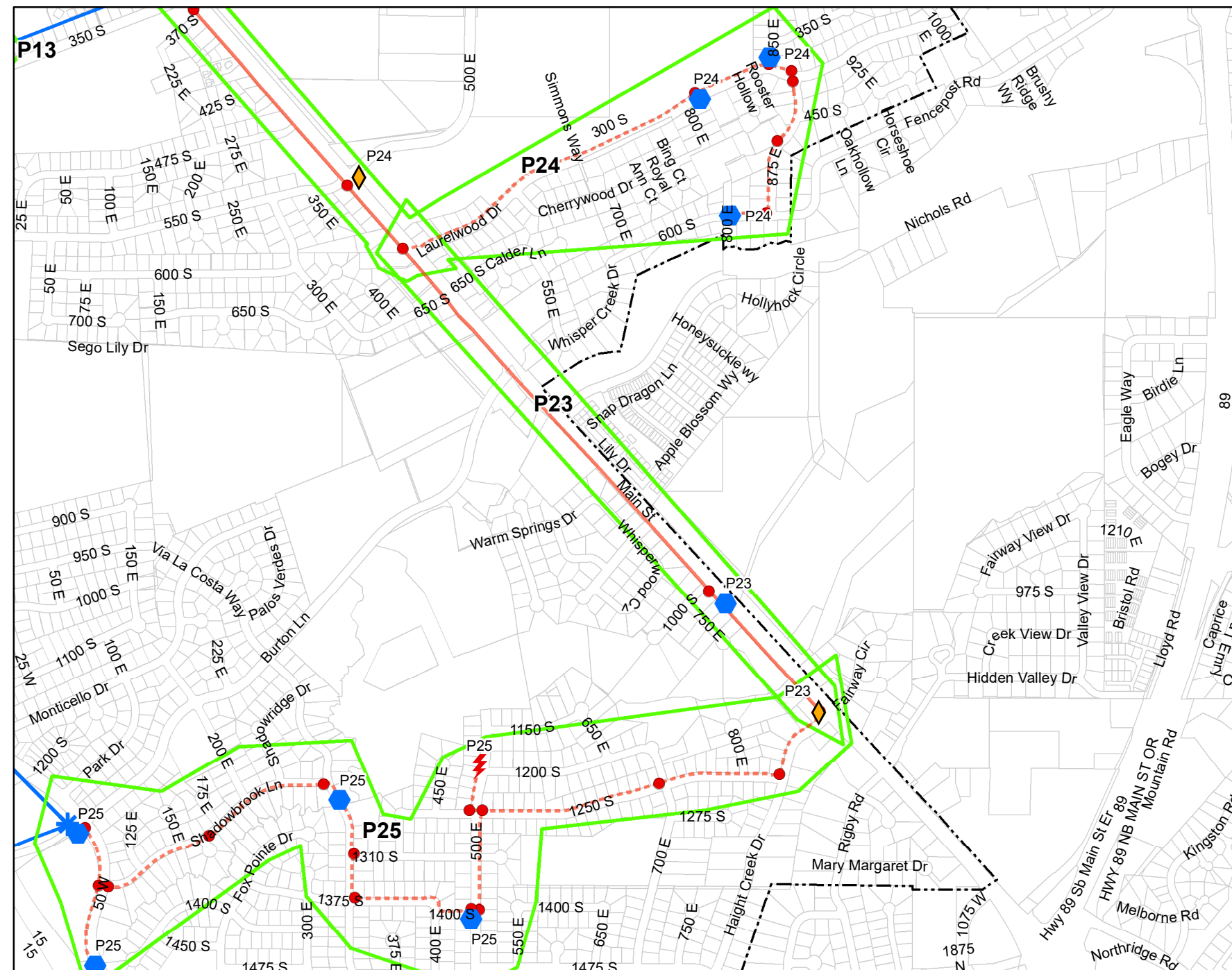
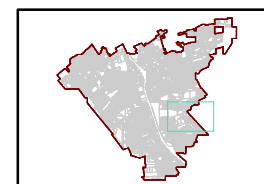
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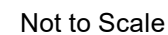
Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P23





Termination Points

-

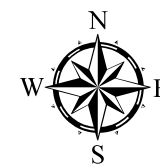


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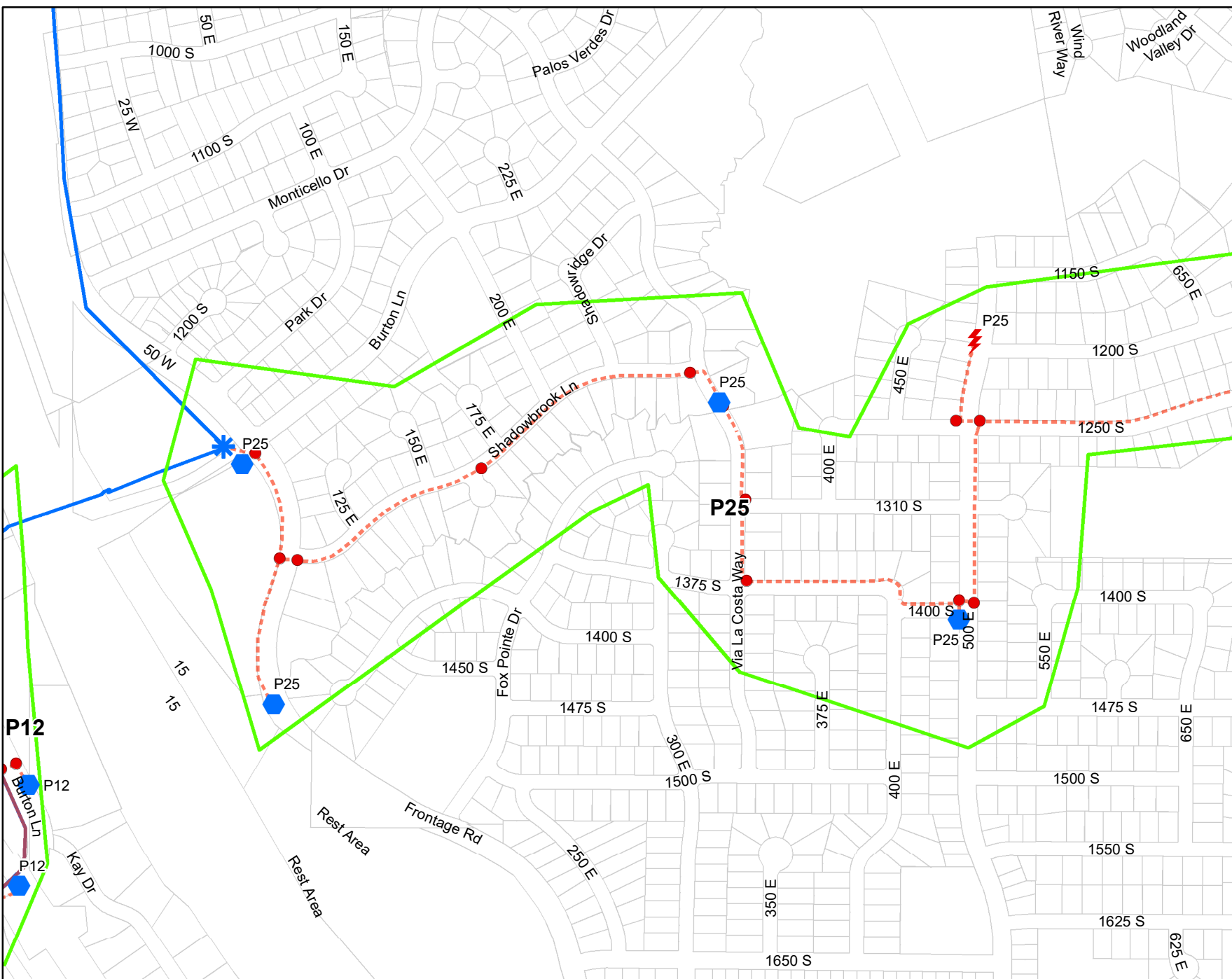
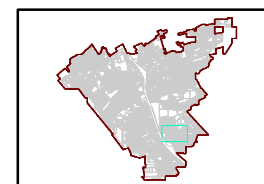
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P25 -Page A



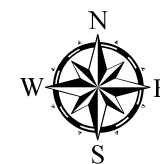


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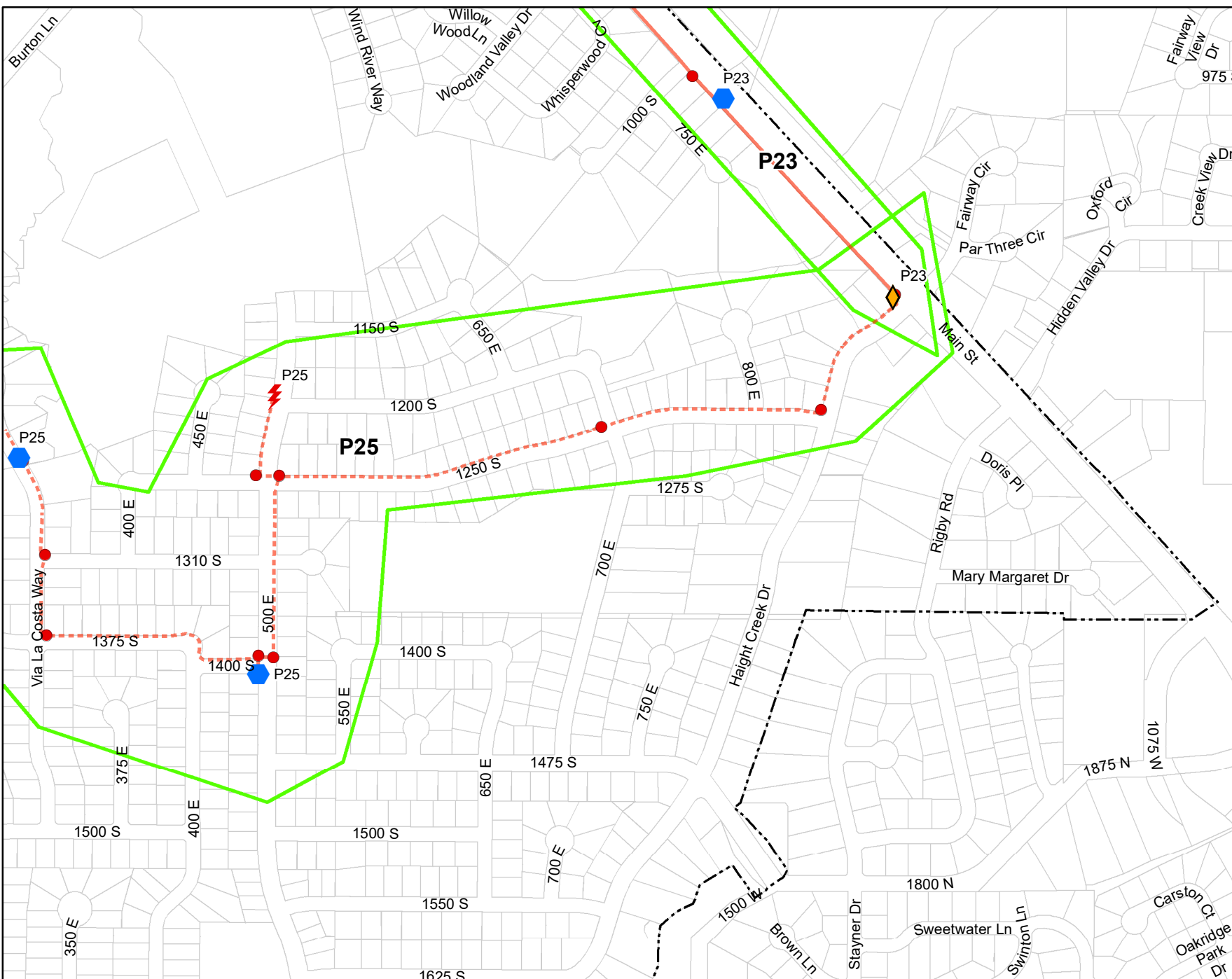
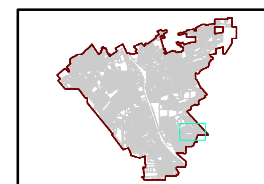
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P25 -Page B



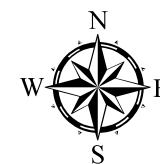


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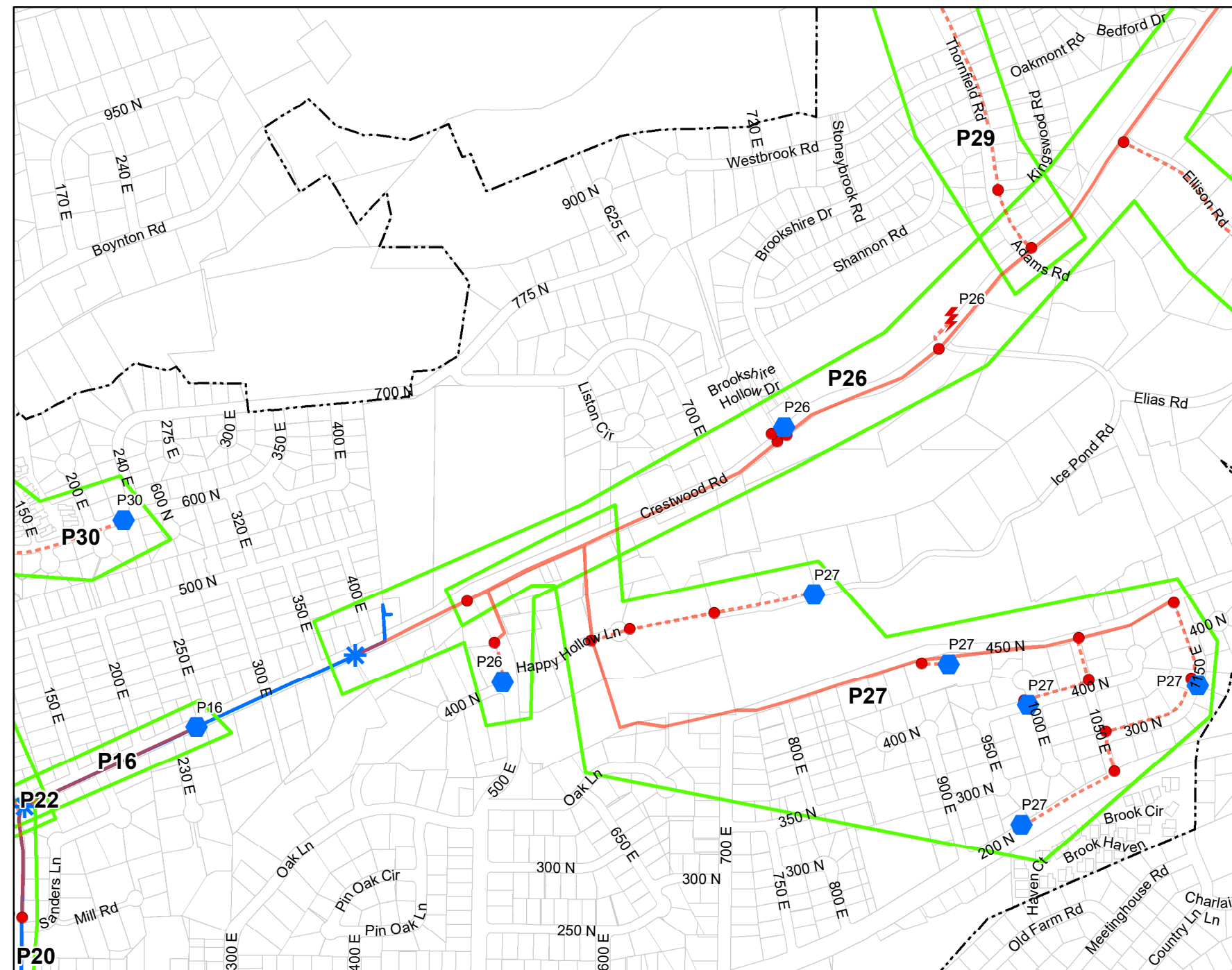
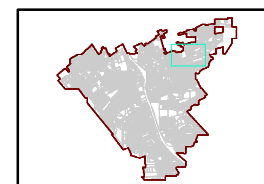
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P26 -Page A



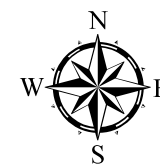


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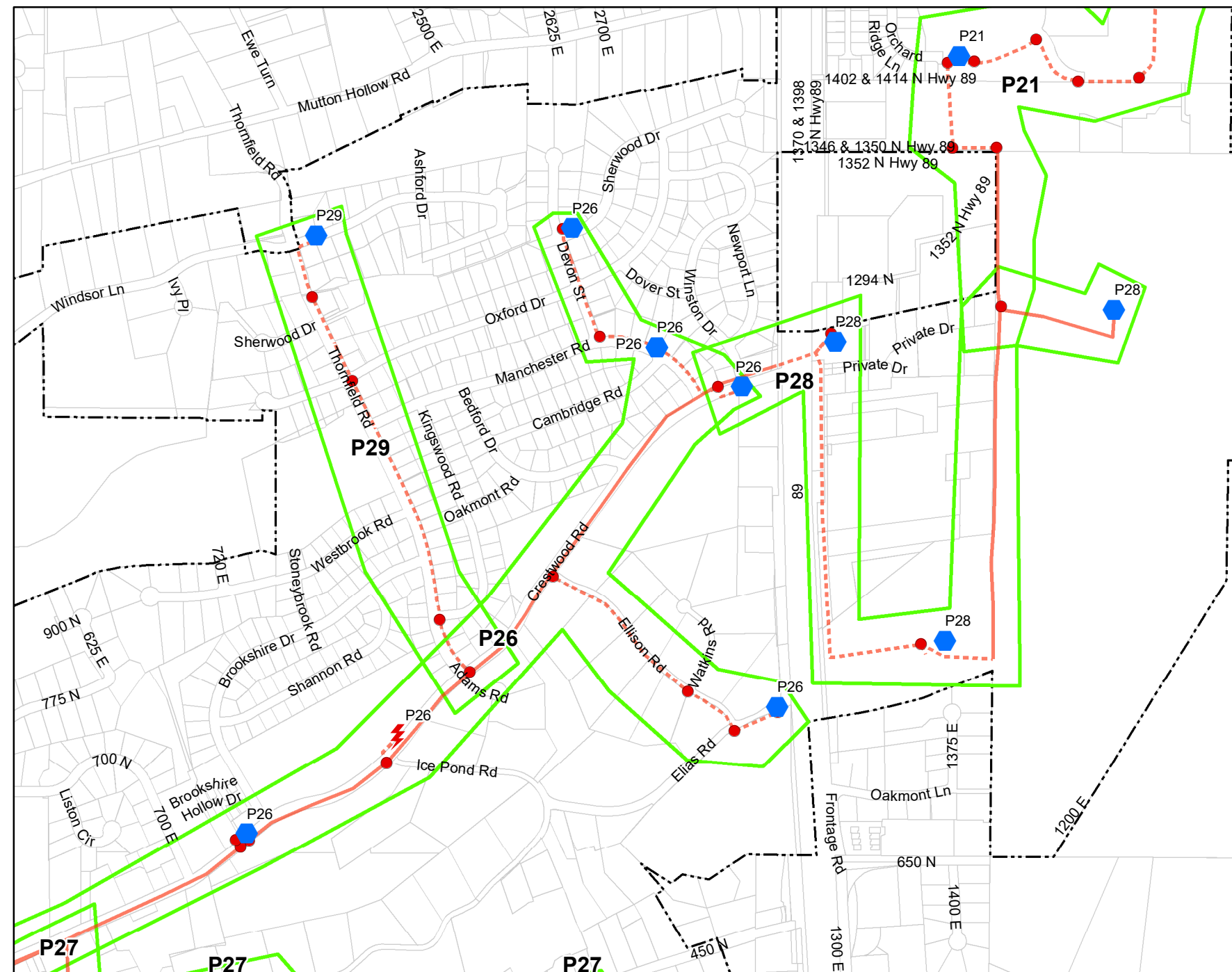
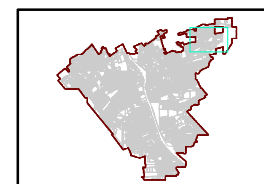
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P26 -Page B



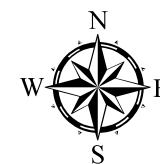


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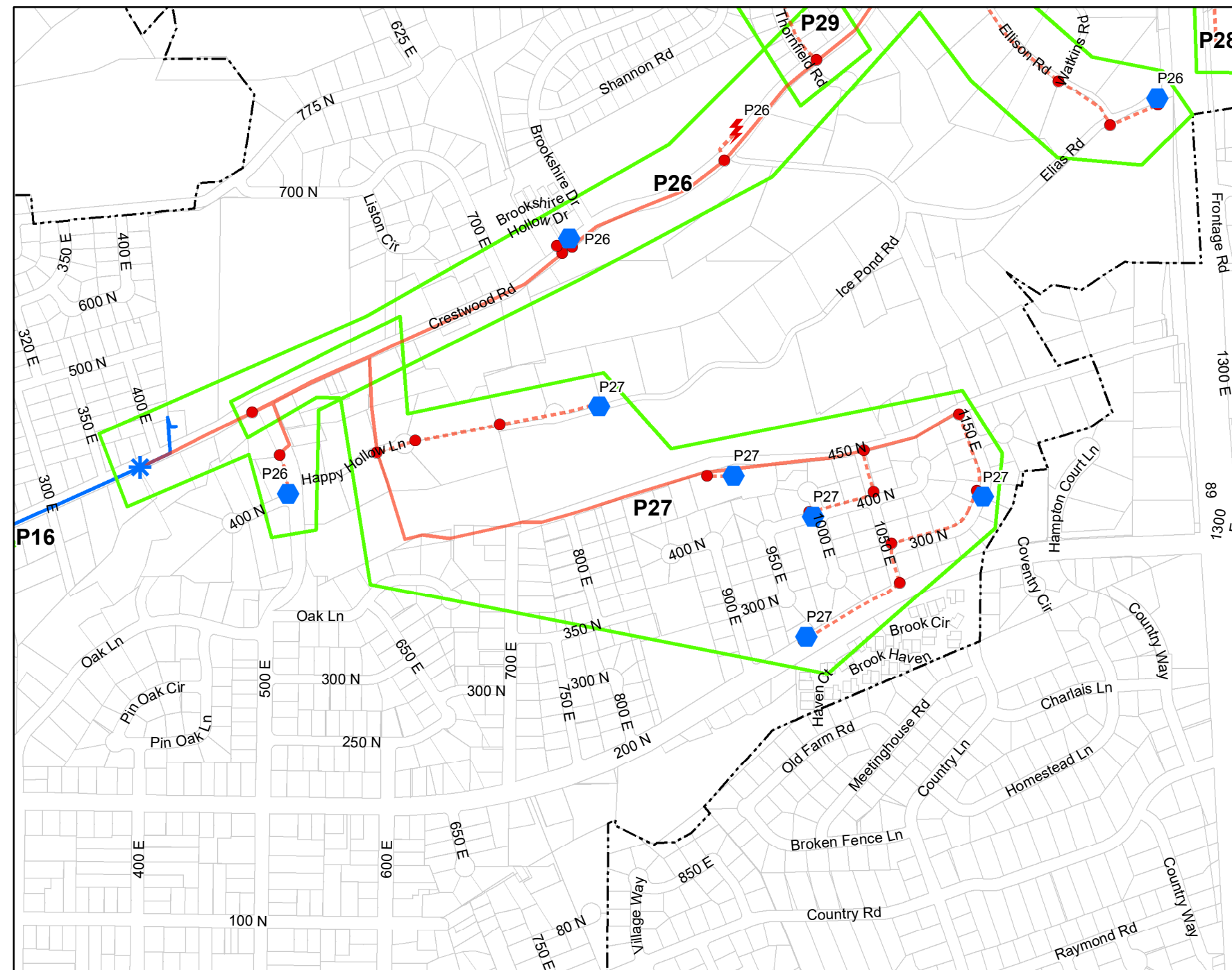
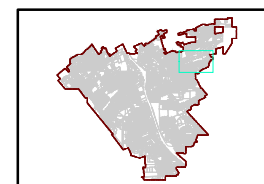
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P27



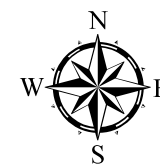


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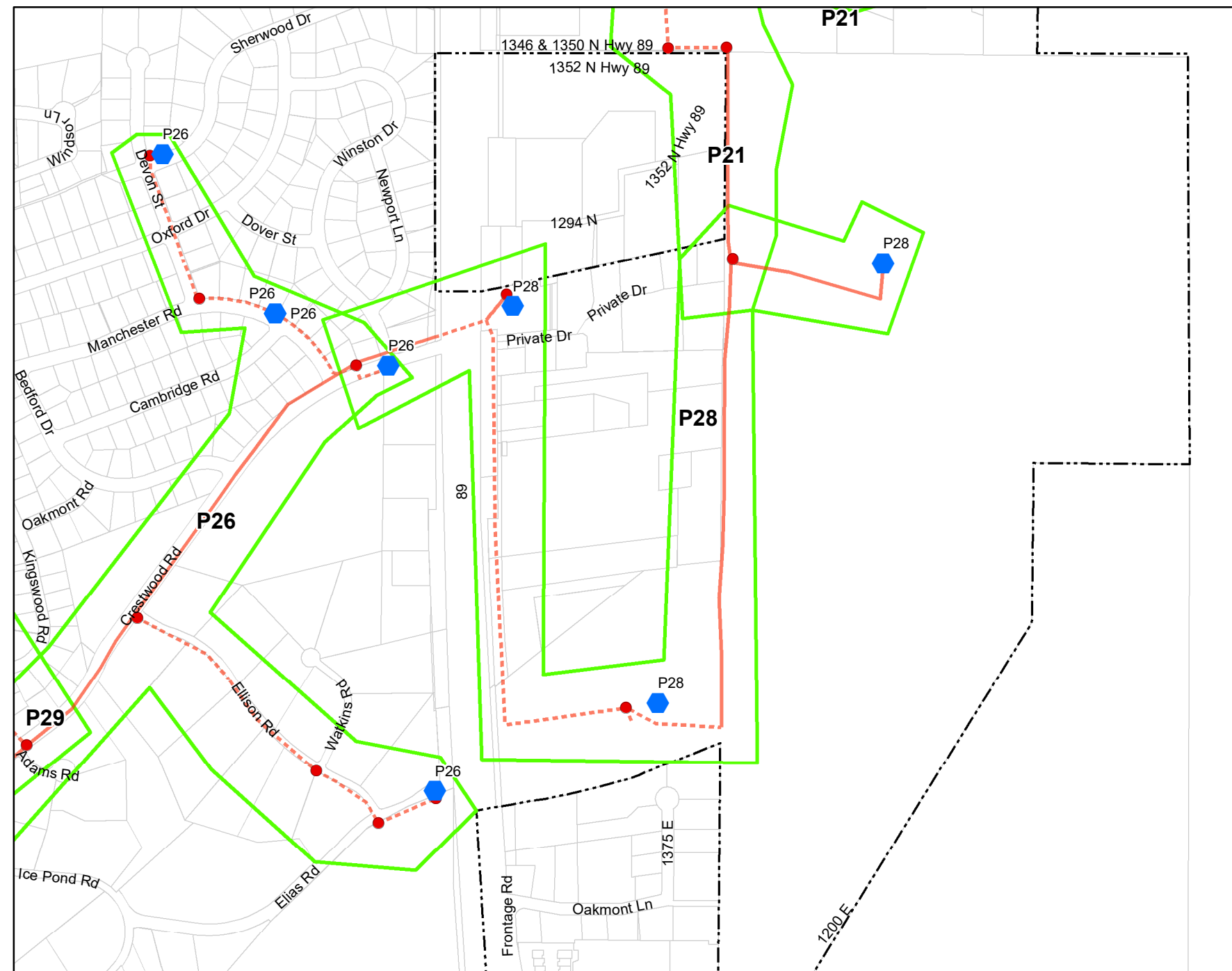
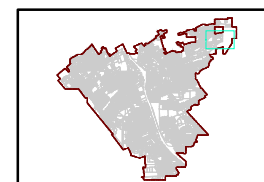
Legend

Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P28



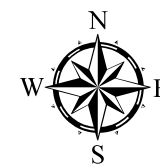


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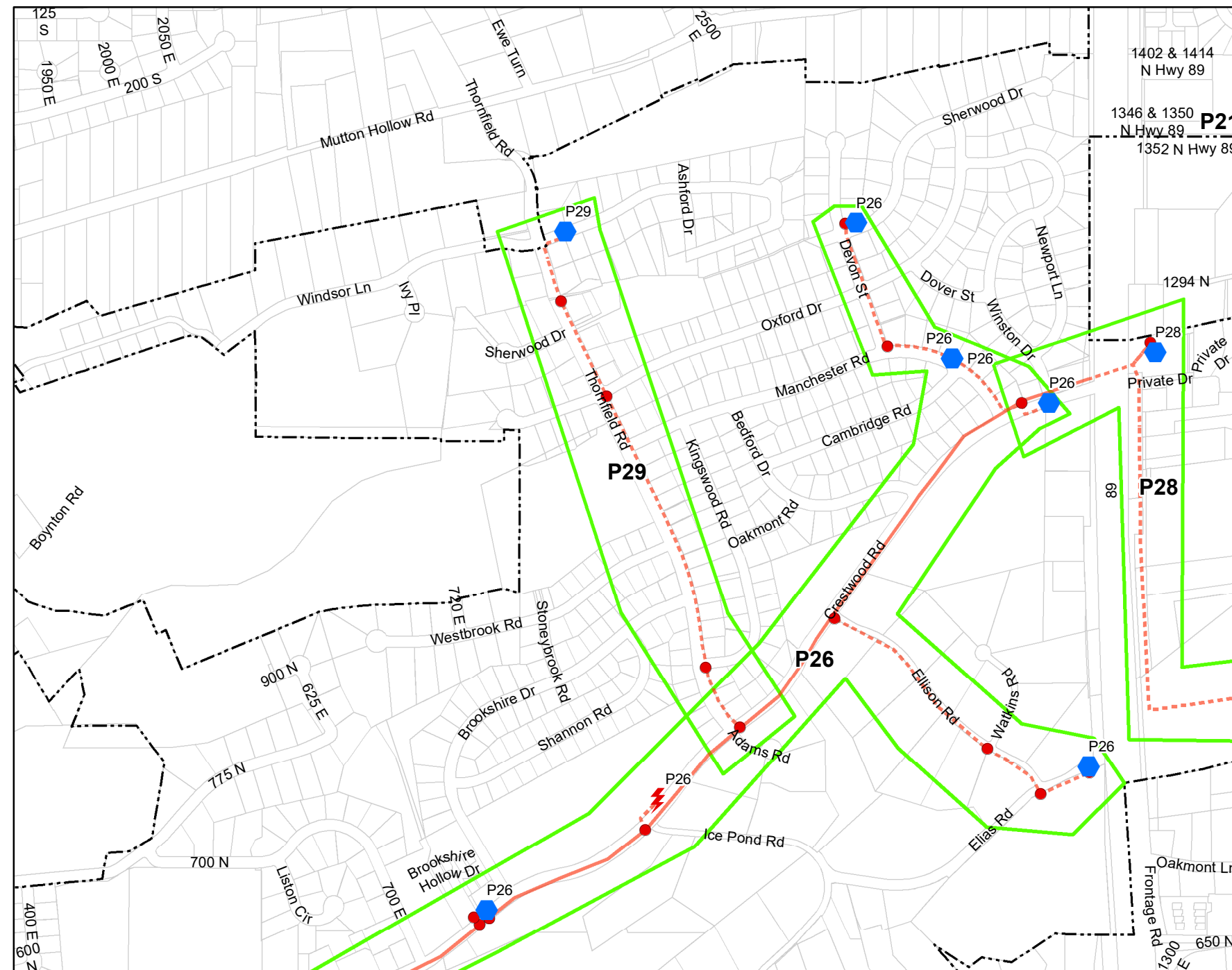
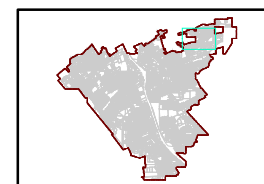
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Termination Points

- Public Works
- Power
- Central Davis Sewer
- Parks
- Signal Light
- Future Vaults
- Future Overhead Fiber
- Future Underground Fiber
- Fiber Project Areas
- Existing Fiber
- Existing Splice Enclosure
- City Boundary



P29



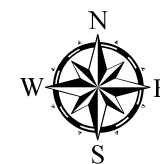


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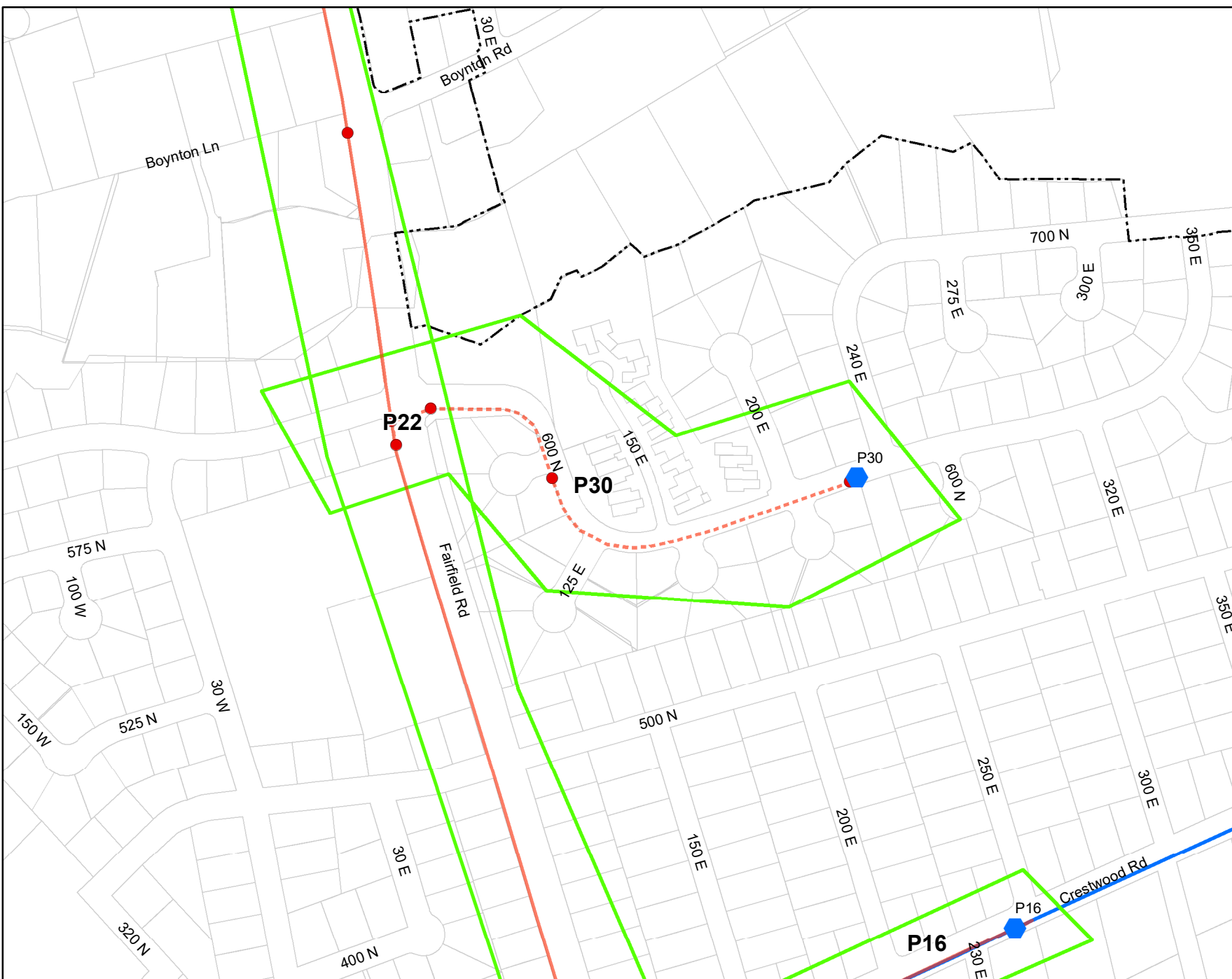
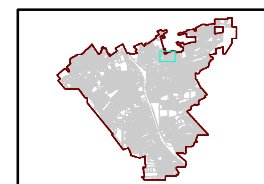
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P30



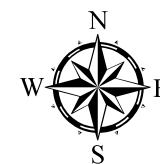


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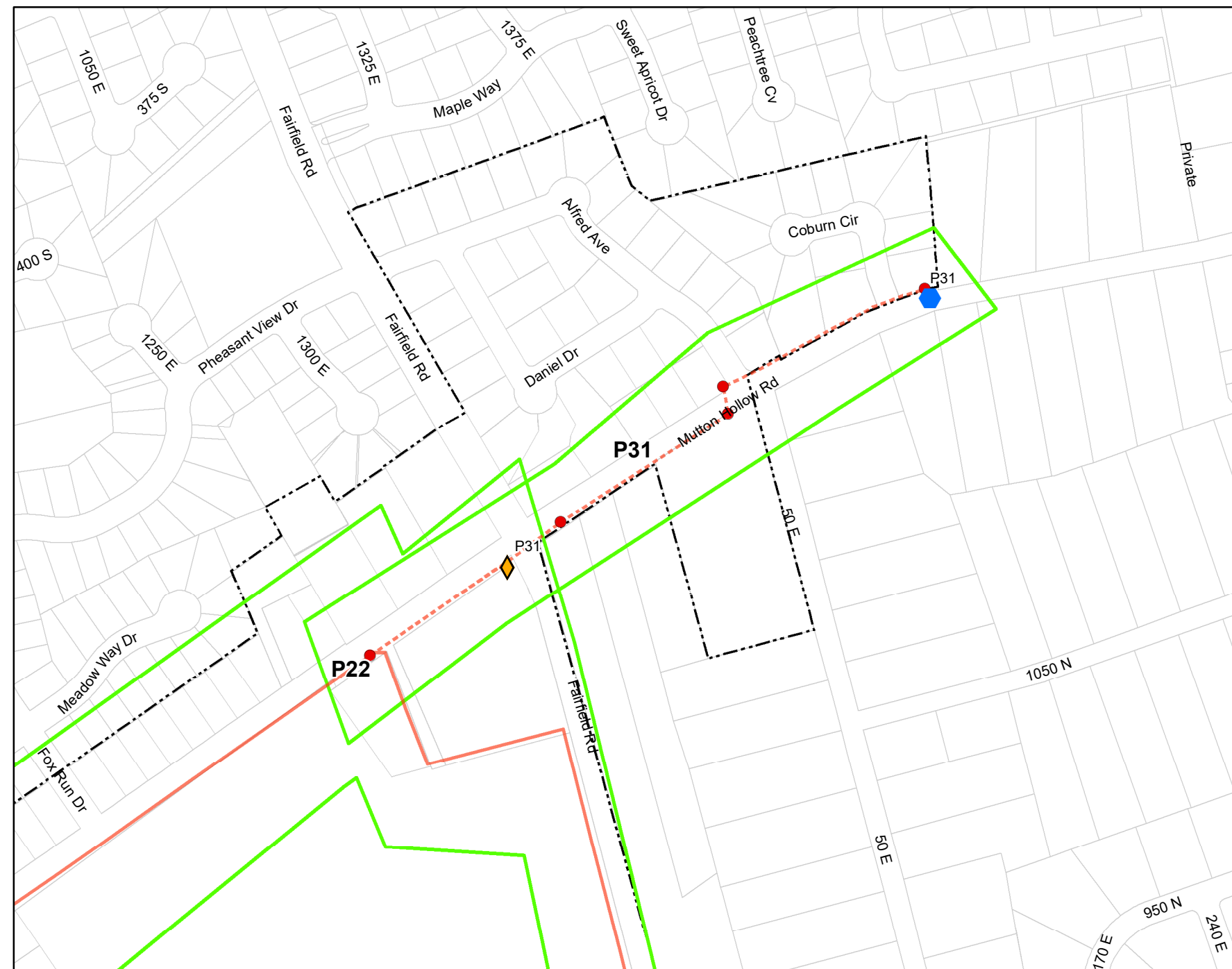
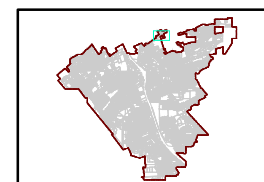
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P31



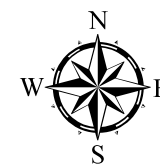


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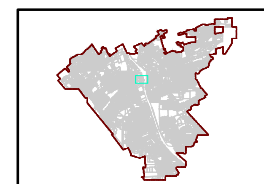
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- City Boundary



P32



P19

600 W

100 N

400 W

Center St

400 W

100 S

400 W

On Ramp

Off Ramp

15

15

P32

P32

Old Mill Ln

P34

Deseret Dr

Chester Ln

700 W

Mill Shadow Dr

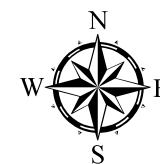


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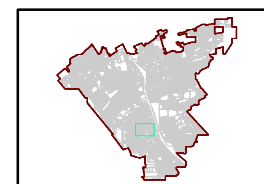
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P33



P12



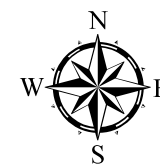


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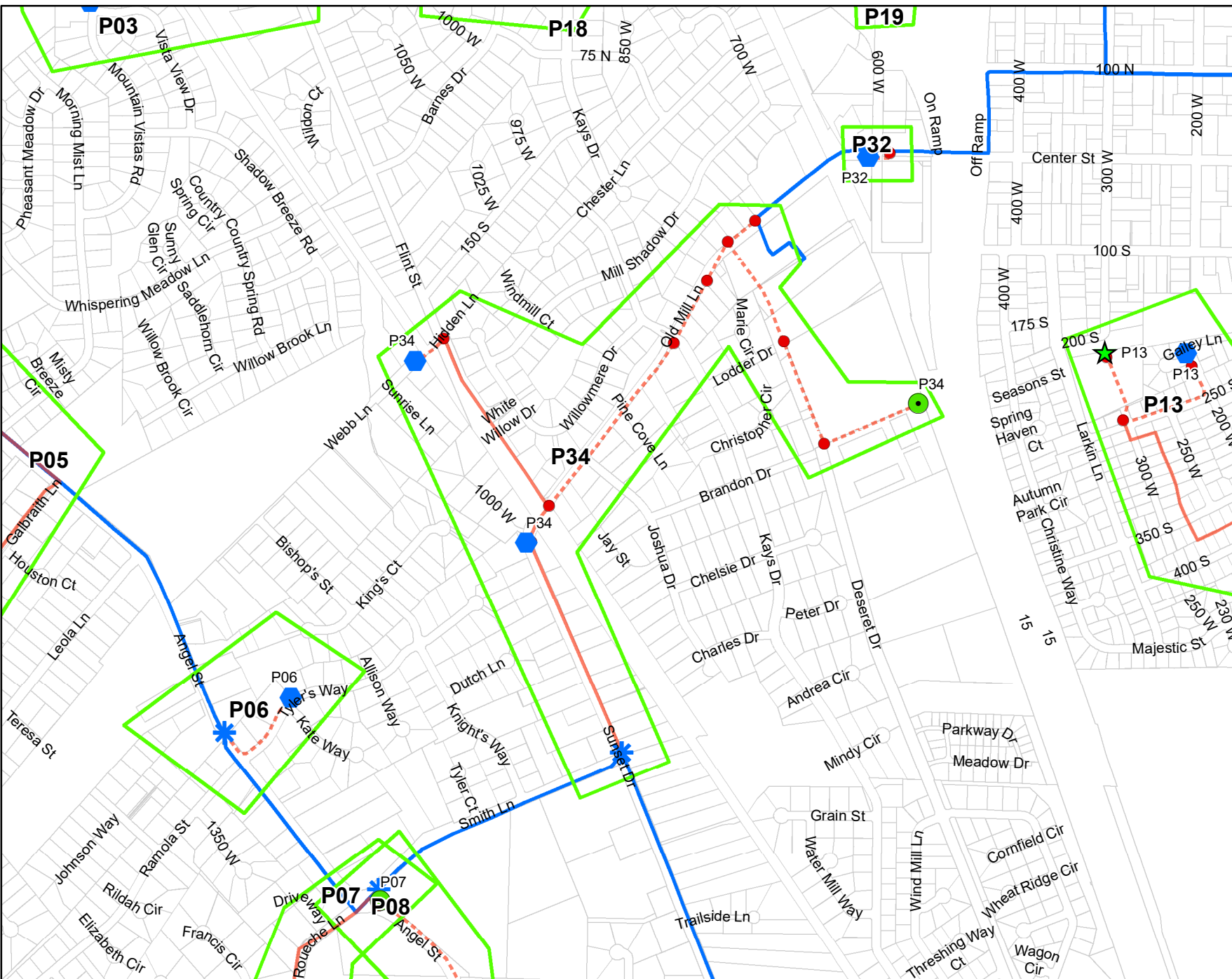
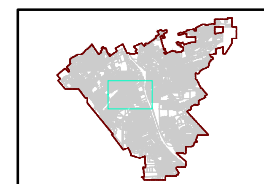
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CITY COUNCIL STAFF REPORT



MEETING DATE: September 16, 2021

TYPE OF ITEM: Action

PRESENTED BY: Shayne Scott

SUBJECT/AGENDA TITLE: A resolution authorizing the City Manager to negotiate with Central Davis Sewer District to acquire necessary right of way and finalize any negotiations within set parameters

EXECUTIVE SUMMARY:

The City would like to obtain real property from Central Davis Sewer District to improve road connectivity relating to the West Davis Corridor. Central Davis Sewer District has expressed interest in exchanging this property for certain improvements that would benefit the services they provide. This resolution authorizes the City Manager to conduct negotiations to acquire the necessary real property. The resolution sets forth parameters for the Manager to negotiate within. It also authorizes the Manager to execute documents to finalize the exchange.

Committee Options: : 1) Approve the resolution as written; 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 Option: Staff recommends the City Council approve the resolution as written.

Fiscal Impact: City staff anticipates no fiscal impact based upon passage of this resolution.

Attachments: Resolution

RESOLUTION 21-~~XX-XX~~

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS WITH CENTRAL DAVIS SEWER DISTRICT TO OBTAIN REAL PROPERTY FOR A RIGHT OF WAY

WHEREAS, Kaysville City (hereinafter “City”) would like to obtain real property owned by Central Davis Sewer District to improve connectivity with the West Davis Corridor; and

WHEREAS, Central Davis Sewer District (hereinafter “CDSD”) has expressed tentative interest in trading this property for certain improvements and access to City-owned resources; and

WHEREAS, the City Council of Kaysville City deems it to be in the best interest of the City to work with CDSD to obtain this property in the way outlined below.

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

1. The City Manager is authorized to negotiate with Central Davis Sewer District to obtain the necessary real property.
2. The City Manager is expressly authorized to allocate the following city resources in these negotiations:
 - a. Fiber resources
 - i. Fiber connections that will directly benefit CDSD
 - ii. Leasing strands of Fiber from Kaysville City to CDSD
 - b. Right of Way and Infrastructure
 - i. Dedicating portions of Shepherd Lane to the CDSD
 - ii. Granting an easement along 950 North.
 - c. Facility Improvements
 - i. Barrier addition including berms and fencing located where CDSD desires
 - ii. Upgrades to sewer pipes in locations impacted by the project
 - iii. New entrance to CDSD constructed and rated for large delivery trucks.
 - d. Other Considerations
 - i. Facilitate the moving of the trail as far away from the CDSD as possible.
3. The Council recognizes that other considerations and requests may arise in negotiations. Thus, the City Manager is authorized to make non-material alterations in the use of city resources, if necessary, to accomplish the desired goals as outlined above.
4. At such time as the Agreement is in a form acceptable to the City Manager and City Attorney and after CDSD has properly executed said Agreement, the City Manager is authorized to execute the Agreement on behalf of the City. Execution of the Agreement by CDSD shall constitute their acceptance of the negotiation, pursuant to the terms and conditions of the Agreement. Execution of the Agreement by the City Manager shall constitute the City's acceptance of the offer by CDSD, pursuant to the terms and conditions of the Agreement or any previously signed Agreement consistent with this resolution. City Manager shall be authorized to accept the real property and execute the necessary documents to finalize this exchange.
5. Any action taken heretofore in furtherance of this resolution is hereby ratified.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **26th** day of August, 2021.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

STAFF REPORT



COUNCIL MEETING DATE: September 16, 2021

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: An ordinance enacting several fire related fees of the Consolidated Fee Schedule

EXECUTIVE SUMMARY: From time to time, organizations ask the Fire Department to assist with special events, utility issues, or other events. The Fire Department is happy to assist with these events, but they do divert city resources from other potential needs. For example, on occasion utility companies require a fire department with a charged line on scene for safety concerns. Not only does this divert city resources; it costs money to have a charged line and firefighters on stand-by. This ordinance helps to address these costs and insure that the Fire Department can continue to provide outstanding service.

Council Options: 1) Move the resolution to an action item as written; 2) Move the resolution to an action item 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 move the resolution to an action item as written.

Fiscal Impact & Fund Source for Recommended Action: City Staff anticipates that this ordinance will help defray—albeit minimally—Fire Department costs.

ORDINANCE 21-~~XX-XX~~

**AN ORDINANCE ENACTING SEVERAL FIRE RELATED FEES OF 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;
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 City Consolidated Fee Schedule is hereby amended as follows:

Fire standby services for special events, utility issues, and other miscellaneous occurrences:	
Certified firefighter	\$25.00 per hour per crew member
RE61	\$900.00 per hour
TR61	\$1,250.00 per hour
E62	\$107.00 per hour
E63	\$75.00 per hour
A61	\$416.66 per hour
A62	\$58.33 per hour
A63	\$43.75 per hour
BR61/62	\$120.00 per hour

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 **7th day of October, 2021.**

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

STAFF REPORT



COUNCIL MEETING DATE: September 16, 2021

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: A resolution amending the Kaysville City Code regarding deleterious objects and structures

EXECUTIVE SUMMARY: The City has noticed that while we have an ordinance that provides penalties and enforcement for having debris and neglected items in residents yard, that code is difficult to enforce. These amendments seek to provide greater clarity on what items are prohibited and allow the City greater ability to help residents maintain clean yards. The purpose of this ordinance is not to increase enforcement, but obtain compliance and beautify the City's yards.

Council Options: 1) Move the resolution to an action item as written; 2) Move the resolution to an action item 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 move the resolution to an action item as written.

Fiscal Impact & Fund Source for Recommended Action: City Staff anticipates no costs to the City based on the passage of this resolution.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 14, CHAPTER 5,
SECTION 1 OF THE KAYSVILLE CITY CODE REGARDING
DELETERIOUS OBJECTS OR STRUCTURES IN THE CITY**

WHEREAS, Kaysville City has a strong interest in maintaining a pleasing aesthetic appearance and insuring that the City lives up to its motto as “Utah’s Hometown”; and

WHEREAS, the storage and maintenance of deleterious objects and structures impairs the peace and beauty of the City and can negatively impact the public health of the City and its citizens; and

WHEREAS, the Kaysville City Council has determined that the proposed amendments advance the public health, safety, and well-being of Kaysville City.

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

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

SECTION Two: Amendment. Title 14, Chapter 5, section 1 shall be amended to read as follows:

14-5-1 Abatement of Weeds, Garbage, Refuse, Deleterious Objects or Structures and other Unsightly Objects

The City Council of Kaysville City hereby designates and regulates the abatement of the growth and spread of injurious and noxious weeds of any height, garbage and refuse, deleterious objects and structures, public nuisances, and illegal objects or structures.

- a. All weed growth in excess of eight (8) inches shall be a violation of this Section
- b. “Deleterious objects or structures” includes the storage of junk, building materials not in use for an active construction project, construction or commercial equipment, debris, burned machinery, buildings, and equipment which are obsolete or in disuse.

All property in the front and any side-yards of residential zones that is normally visible from the street shall be kept free of such materials. In all other zones, such material may be kept only where specifically allowed by the Kaysville City Zoning Code.

SECTION Three: Amendment. Title 14, Chapter 6 shall be amended to read as follows:

14-6-3 Abandoned, Wrecked, Or Junked Vehicles

1. It shall be unlawful to park, store, or leave, or to permit the parking, storing, or leaving of any unregistered motor vehicle (where licenses and registration have been expired for a period of four

months or longer) or part(s) thereof, whether attended or not, upon any private property within the City for a period of time in excess of seventy-two (72) hours.

2. It shall be unlawful to park, store, or leave, or to permit the parking, storing, or leaving of any motor vehicle or part(s) thereof, which is in a wrecked, junked, partially dismantled, inoperative, or abandoned condition, whether registered or unregistered, and whether attended or not, upon any private property within the City for a period of time in excess of seventy-two (72) hours.
3. Exceptions to Subparagraphs (1) and (2) permit three (3) or less vehicles or part(s) thereof to be stored if within a building or behind an opaque screening fence.
4. The accumulation and storage of vehicles or part(s) thereof, as defined above, on private property, except as set forth in Subsection (3), shall constitute a nuisance detrimental to the health, safety and welfare and offensive to the senses of the residents of the City. It shall be the duty of the owner of such vehicle or part(s) thereof and/or the person in possession of private property upon which such vehicle or part(s) thereof is located, to abate the same within forty-eight (48) hours after receiving written notice to do so.

14-6-4 Conditional Use Permit

The accumulation and storage of more than three (3) vehicles, as set forth in [KCC 14-6-3\(3\)](#), is possible, provided that the Planning Commission determines that conditions constituting a nuisance will be avoided and has granted a Conditional Use Permit allowing the same.

14-6-5 Penalty

Any person, whether as owner, agent, or occupant who creates, aides in creating, or contributes to a nuisance as defined herein, or who supports, continues, or retains a nuisance in violation of this Chapter, is guilty of a Class B misdemeanor for each day which the offense continues.

14-6-6 Abatement Of Nuisance

- a. The City may abate any nuisance defined and described in this Chapter in accordance with the procedures set forth in [KCC 14-5](#), of the Revised Ordinances or any amendment thereto.
Obsolete or inoperable vehicles may be removed in a manner consistent with state law.

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

PASSED AND ADOPTED this 7th day of October, 2021.

KAYSVILLE CITY,
A Municipal Corporation

Katie Witt
Mayor

ATTEST:

Annemarie Plaizier
City Recorder

STAFF REPORT



COUNCIL MEETING DATE: September 16, 2021

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: A resolution enacting a paid parental leave policy for the City.

EXECUTIVE SUMMARY: The City has a strong desire to recruit and retain quality employees. The City has noticed one area of improvement to accomplish this goal. Namely, benefits for new parents. This resolution would authorize paid parental leave when employees have a new birth or adoption.

Council Options: 1) Move the resolution to an action item as written; 2) Move the resolution to an action item 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 move the resolution to an action item as written.

Fiscal Impact & Fund Source for Recommended Action: City Staff anticipates minimal costs to the City based on the passage of this resolution.

RESOLUTION 21-XX-XX

A RESOLUTION ADOPTING AND APPROVING A POLICY ESTABLISHING A PARENTAL LEAVE POLICY

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

WHEREAS, the City Council desires to establish a policy to allow employees leave when their families are expanding; and

WHEREAS, the City recognizes that establishing this policy will help retain employees; and

WHEREAS, the City believes that establishing a policy will lead to greater value returned to the City from their employees; and

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

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

1. The Kaysville City Personnel Policy and Regulations Section **4.10 Paid Parental Leave** is hereby enacted as follows:

4.10 Paid Parental Leave

PURPOSE—Kaysville City will provide up to two weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births or adoptions occurring on or after January 1, 2022.

ELIGIBILITY—Eligible employees must meet the following criteria:

1. Have been employed with the City for at least 12 months.
2. Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
3. Be a full- or permanent part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- 1) Have given birth to a child.
- 2) Be a spouse or committed partner of a woman who has given birth to a child.
 - a) Committed Partner means an unrelated and unmarried person who shares common living quarters with an employee and lives in a committed, intimate relationship.
- 3) Have adopted a child (the child must be 17 years old or younger). The adoption of a new spouse's child is excluded from this policy.

AMOUNT, TIME FRAME, AND DURATION OF PAID PARENTAL LEAVE

1. Eligible employees will receive a maximum of two weeks of paid parental leave per birth or adoption. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the two-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive

more than two weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth or adoption event occurs within that 12-month time frame.

2. Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.
3. Approved paid parental leave may be taken at any time during the three-month period immediately following the birth or adoption. Paid parental leave may not be used or extended beyond this three-month time frame.
4. In the event of a female employee who herself has given birth, the two weeks of paid parental leave will commence at the conclusion of any short-term disability leave/benefit provided to the employee for the employee's own medical recovery following childbirth.
5. Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the three-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the three-month time frame.
6. Upon termination of the individual's employment at the City, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

COORDINATION WITH OTHER POLICIES

1. Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
2. After the paid parental leave (and any short-term disability leave for employees giving birth) is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees' accrued sick or vacation time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
3. The City will maintain all benefits for employees during the paid parental leave period just as if they were taking any other City paid leave such as paid vacation leave or paid sick leave.
4. If a City holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
5. If the employee is on paid parental leave when the City offers administrative leave, that time will be recorded as paid parental leave. Administrative leave will not extend the paid parental leave entitlement.
6. An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee were on FMLA-qualifying leave.

REQUESTS FOR PAID PARENTAL LEAVE

1. The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete any

necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

2. As is the case with all City policies, the City has the exclusive right to interpret this policy.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **7th day of October, 2021.**

Katie Witt, Mayor

ATTEST:

Maria Devereux, City Recorder

STAFF REPORT



COUNCIL MEETING DATE: September 16, 2021

TYPE OF ITEM: Work

SUBJECT/AGENDA TITLE: Sick/Retirement Incentive

EXECUTIVE SUMMARY:

Over the past year an effort has been made to evaluate Kaysville City benefits and other non-payroll related benefits. This has been done through an ad-hoc committee of employees known as the Employee Morale Committee or EMC. One recommendation that came from this committee is the attached change to the Human Resource Manual. Although there was not unanimity in how best to do this, there was consensus to do something.

The purpose of the proposal includes the following:

- Retain/Promote good employees
- Recognize time and contribution from valuable Kaysville City Employees
- Encourage the use of sick time when appropriate while also rewarding those that do not abuse this benefit
- Allow a higher salaried individual to retire while capturing savings in a replacement
- Allow management throughout the city an opportunity to prepare, mentor, and succession plan.

This item is for discussion, to answer questions, and gauge council interest in this program.

Council Options: 1) Move to Action Agenda 2) Discuss and Remand to Staff for Changes 3) Do nothing to not move this proposal any further.

Recommended Options: Move to Action Agenda

Fiscal Impact & Fund Source for Recommended Action: This proposal would compensate those retiring with health insurance while also saving payroll costs between the retiring individual and a replacement of the same.

RESOLUTION 21-~~XX-XX~~

AUTHORIZING AN ADJUSTMENT TO THE KAYSVILLE CITY HUMAN RESOURCE MANUAL

WHEREAS, Kaysville City (hereinafter “City”) desires to not only hire but also retain and promote quality employees whenever possible; and

WHEREAS, the City desires to recognize time and contribution from valuable employees; and

WHEREAS, City desires to encourage the use of sick time when appropriate while also rewarding those that do not abuse this benefit: and

WHEREAS, the City recognizes that higher salaried individuals that retire are most often replaced with lower salaried individuals, thus saving city funds: and

WHEREAS, City is able to plan, prepare, mentor, and succession plan when due time is given when a valued City employee retires.

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

1. The addition to the Human Resource Manual found on the subsequent page is approved by Resolution.

PASSED AND ADOPTED by the City Council of Kaysville, Utah, this **7th day of October, 2021**.

Katie Witt, Mayor

ATTEST:

Annemarie Plaizier, City Recorder