



MEETING NOTICE AND AGENDA AMENDED

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on Thursday, January 6, 2022, 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.

OATH OF OFFICE CEREMONY – 6:00 P.M.

CITY COUNCIL Q&A – 6:30 P.M.

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

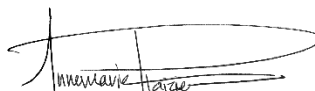
CITY COUNCIL MEETING – 7:00 P.M.

The agenda shall be as follows:

1. OPENING
 - a. Provided by Council Member John Adams.
2. CALL TO THE PUBLIC (3 MINUTE LIMIT, MUST SIGN UP IN PERSON)
3. DECLARATION OF ANY CONFLICTS OF INTEREST
4. CONSENT ITEMS
 - a. Appointment of Mayor Pro Tempore.
 - b. Amendment #7 to Davis County Interlocal Agreement to provide Animal Control Services.
5. ACTION ITEMS
 - a. Preliminary plat approval for the Larsen Subdivision located at 482 East Oak Lane – Mike Larsen.
6. WORK ITEMS
 - a. A Discussion about Fiber project with Fruit Heights.
7. COUNCIL MEMBER REPORTS
8. CITY MANAGER REPORT
9. ADJOURNMENT

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services, or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235 at least 24 hours in advance of the meeting to be held.

I hereby certify that I posted a copy of the foregoing Notice and Agenda and emailed copies to media representatives on January 3, 2022.


Annemarie Plaizier
City Recorder

You're Invited

Join us for the swearing-in and
reception of ceremony for newly
elected:

Tami Tran, Mayor

Abbigayle Hunt, Councilmember

Perry Oaks, Councilmember

Thursday, January 6, 2022

6:00-6:30 p.m.

Swearing-in Ceremony will be done by
Lt. Governor Deidre M. Henderson

*City Hall Council Chambers
23 East Center Street
Kaysville, Utah*





Animal Care of Davis County

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

To: Shayne Scott

From: Ashleigh Young

Date: 13 December 2021

Re: Amendment #7 to Interlocal Cooperation Agreement for Animal Services

Mr. Scott,

Attached you will find Amendment #7 to Interlocal Cooperation Agreement for Animal Services provided to the city of Kaysville. As discussed in our last meeting, this amendment is intended to guide us through 2022, as we move towards a tax levy to be used to fund animal care in 2023. There are three specific areas of this amendment that are important to review and understand. They are the overall budget, wildlife services, and the capital projects fund.

Overall Budget:

We saw a slight increase in our annual expenses, as has been the case every year. This year's increase is 7% vs. 11.5% in 2021. Animal Care did not add any new positions to our team in this upcoming budget year, but due to the current state of the labor market, wages have gone up significantly over 2021. This is where the majority of the increase can be found. We are seeing a decrease in medication and operating supplies in 2021 due to heighten management in these two areas.

Our building improvements line item is significantly higher this year due to engaging in a 9 month long feasibility study with Citygate Associates, LLC in preparation for building a new animal care facility in the coming years. This feasibility study comes at a cost of \$189,525. This cost is being split between all the cities and the county 50/50 as discussed in the last meeting.

Wildlife Services:

Wildlife services has been completely removed from Amendment #7 to the Interlocal Cooperation Agreement for Animal Services.

Capital Projects Fund:

We are actively working towards relocating to a newer, more suitable shelter for effective animal care operations and the convenience of our citizens. However, until that time, it is important to extend the Capital Projects Fund regarding the shelter at the same rate/amount that has been collected in the past.



Animal Care of Davis County

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

This fund will help us with any necessary facility repairs that have been identified or present themselves prior to a new facility being built.

Obviously, we will be prudent knowing that the intent is to move to a new building in the near future. However, it is also sensible to ensure the aged facility is still able to properly house animals, provide a safe work environment for our employees, and safely and effectively serve our citizens and their pets.

In addition to the electronic version of this letter and contract amendment, we will be sending the original documents to you via U.S. Mail. Please use those original documents for the official signatures and return them to us in the stamped manila envelope provided by **January 28, 2022**.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Ashleigh Young".

Ashleigh Young

Director

Animal Care of Davis County

AMENDMENT NO. 07 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 07 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 07”) is made and entered into as of January 1, 2022, by and between Davis County, a political subdivision of the state of Utah (the “County”), and Kaysville City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 07 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-246 (the “Agreement”); and
- B. The Parties, through this Amendment No. 07, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 07, the Parties do hereby agree as follows:

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

EXHIBIT A

The City’s 2022 calendar year obligation to the County for service calls, excluding calls for wild nuisance, animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2022 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$2,359,650.00
	Operating:	\$535,949.00
	Capital Equipment:	\$302,843.00
	Allocations:	\$176,349.88
	Total Expenditures:	\$3,374,792.00
Projected 2022 Revenues of Davis County Animal Care and Control:	Licenses:	\$202,216.00
	Shelter Fees:	\$135,311.00
	Adoptions:	\$78,000.00
	Budget Adjustment:	\$129,000
	Donations:	\$18,085.00
	Total Revenues:	\$562,612.00
Projected 2022 Expenditures Less Projected 2021 Revenues:		2,812,180
Combined Cities’ 50% Obligation:		1,406,090
Average of the City’s Total Billable Calls for 2020 and 2021:		539
Average of Combined Cities’ Total Billable Calls for 2020 and 2021:		8662
The City’s 2021 Usage Rate:		6.22%
The City’s 2022 Calendar Year Obligation to the County:		\$87,458.80

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

The City's 2022 calendar year obligation to the County for
the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2022 Obligation of the Combined Cities:	\$56,200.00
The City's 2021 Usage Rate:	6.22%
The City's 2021 Calendar Year Obligation to the County:	\$3,495.64

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

1. **Discontinuation of Wildlife Services.** Wildlife services were discontinued July 1st, 2020 and any fees associated with this service have been removed from the contract.
2. **Capital Projects Fund Regarding the Shelter.** In reference to Section 5 of the Agreement Capital Projects Fund Regarding the Shelter, this Amendment No. 07 hereby extends the contribution by the Combined Cities to the Capital Projects Fund Regarding the Shelter through December 31, 2022. The parties hereby agree to extend the obligation to contribute to the capital projects fund as calculated in the Agreement and summarized below:
 - a. The combined cities' annual calendar year obligation for 2022 to the capital projects fund regarding the shelter as referenced in Exhibit A above will be \$56,200. The City's specific portion of the Combined Cities obligation, shall be the average of the City's calls for animal care and control services for the two calendar years immediately prior divided by the average of all of the combines cities' calls for animal care and control services for the two calendar years immediately prior ("usage rate") multiplied by the combined cities calendar year obligation.
3. **Term of Agreements** In reference to Section 10 of the Agreement *Term of agreement*, this Amendment No. 07 shall, subject to the termination and other provisions set forth therein, terminate on December 31, 2022 at 11:59 p.m. (the "Term"). The parties may, by written amendment to this Agreement, extend the Term of this Agreement.
4. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 07, the terms and conditions of the Agreement shall remain in full force and effect.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 07 to be signed by their duly authorized representatives on the dates indicated below.

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



Kaysville City Council Staff Report

Larsen Subdivision Preliminary Plat Jan 6, 2022

Applicant/Owner: Mike Larsen
Location: 482 E Oak Lane
Existing Zone: R-1-8

Description:

The subject property is located in the R-1-8 zoning district which allows for development at a density of units 5 per acre. The applicant at the time submitted a concept plan showing the layout of the subdivision including two lots. One lot containing an existing home facing Oak Lane and a new lot where a single family home could be constructed facing 500 East.

The total property includes approximately .93 acres of land with lots ranging from acres (22,591 sq. ft.) to acres (17372 sq. ft.) in size.

The R-1-8 accommodates these lot sizes allowing a minimum lots size of 8,000 square feet with a frontage of 70 ft. The density, lot size, frontage, and public street improvements shown on the preliminary plat are all in compliance with applicable ordinances.

Recommendation:

Planning Commission has forward a favorable recommendation to the City Council for approval of the preliminary plat for Larsen Subdivision; and approval of final plat with approval of Larsen Subdivision subject to City Council approval.

Recommendation:

The planning commission recommended a provision put in place to provide a pull forward out into traffic type of driveway which would provide safety due to its location.

Attachment 1: Location Map
Attachment 2: Preliminary Plat



33 E

447 E

481 E

482 E

330 N

326 N

535 E

525 E

540 E

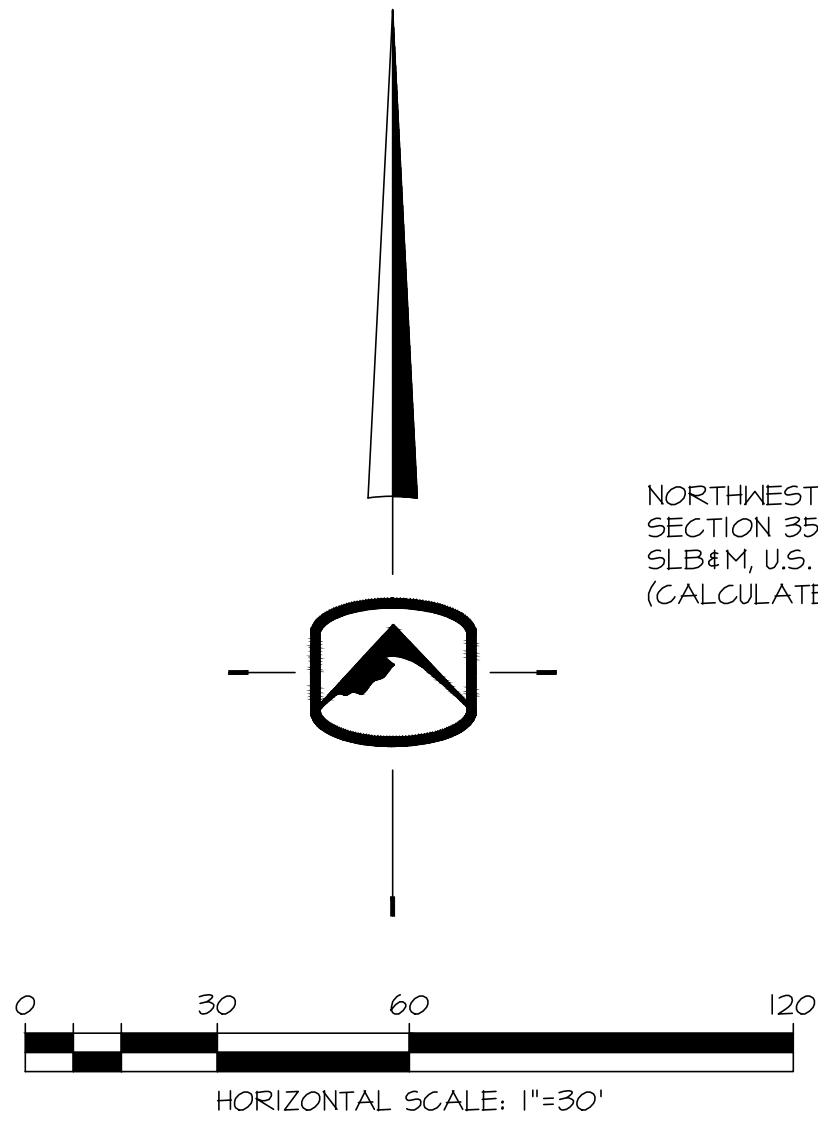
560 E

R-1

LARSEN SUBDIVISION

A SUBDIVISION OF BLOCKS 3 & 6, PLAT "D", KAYSVILLE TOWNSITE SURVEY
PART OF THE NORTHWEST QUARTER OF SECTION 35,
TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
KAYSVILLE CITY, DAVIS COUNTY, UTAH

AMENDING A PORTION OF OAK RIDGE HEIGHTS AND OAKRIDGE TERRACE #1



LEGEND

- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- EASEMENT LINE
- ADJACENT PROPERTY
- CENTERLINE
- FENCE LINE
- SECTION CORNER
- STREET MONUMENT
- DEDICATED FOR PUBLIC RIGHT-OF-WAY
- PROPERTY / LOT CORNER FOUND OR TO BE SET WITH 5/8" REBAR & CAP OR NAIL & WASHER STAMPED "SILVERPEAK ENG"

CURVE DATA					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	0°13'13"	211.50'	0.81'	0.81'	S 25°04'53" W
C2	9°11'24"	211.50'	33.42'	33.84'	S 20°21'35" W

LINE DATA		
LINE	BEARING	LENGTH
L1	N 0°56'45" W	31.86'
L2	S 84°30'12" E	12.37'

DEVELOPER:
MIKE LARSEN
(801) 420-1624
MICHAEL@LARSENENGINEERING.COM



177 E. ANTELOPE DR. STE. B
KAYSVILLE, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065

HAIGHT CREEK IRRIGATION COMPANY

APPROVED THIS ____ DAY OF _____
2021 BY HAIGHT CREEK IRRIGATION COMPANY.

HAIGHT CREEK IRRIGATION COMPANY

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____
2021 BY THE KAYSVILLE CITY PLANNING COMMISSION.

PLANNING COMMISSION CHAIR

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____
2021 BY THE KAYSVILLE CITY ENGINEER.

KAYSVILLE CITY ENGINEER

CITY ATTORNEY'S APPROVAL

APPROVED THIS ____ DAY OF _____
2021 BY THE KAYSVILLE CITY ATTORNEY.

KAYSVILLE CITY ATTORNEY

CITY COUNCIL APPROVAL

APPROVED THIS ____ DAY OF _____
2021 BY THE KAYSVILLE CITY COUNCIL.

MAYOR

ATTEST: _____
CITY RECORDER

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED _____, 2021 AT _____
IN BOOK _____ OF _____
OFFICIAL RECORDS PAGE _____,
RECORDED FOR _____
CITY.

DAVIS COUNTY RECORDER

BY: _____
DEPUTY

SURVEYOR'S CERTIFICATE

I, **JASON T. FELT** DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. **9234283** IN ACCORDANCE WITH TITLE 58 CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT IN THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT IN ACCORDANCE WITH SECTION 17-23-17, AND BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, BASED ON APPLICABLE DATA COMPILED FROM OFFICIAL RECORDS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HEREAFTER TO BE KNOWN AS:

LARSEN SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

PRELIMINARY

BOUNDARY DESCRIPTION

A SUBDIVISION OF BLOCKS 3 AND 6, PLAT "D", KAYSVILLE TOWNSITE SURVEY, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, KAYSVILLE CITY, DAVIS COUNTY, UTAH

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF OAK LANE, BEING 13.0 FEET SOUTH 84°25'30" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF 200 NORTH STREET TO THE WEST RIGHT-OF-WAY LINE OF 500 EAST STREET, AND 823.24 FEET NORTH 0°34'30" EAST ALONG SAID WEST LINE TO THE CENTER LINE OF SAID OAK LANE, AND 20.00 FEET NORTH 84°25'30" WEST ALONG SAID CENTER LINE, AND 30.00 FEET NORTH 0°34'30" EAST FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 7, PLAT "D", KAYSVILLE TOWNSITE SURVEY; SAID POINT OF BEGINNING ALSO BEING 507.67 FEET DUE WEST, AND 853.93 FEET SOUTH 0°34'30" WEST FROM A BRASS CAP STREET MONUMENT IN HAPPY HOLLOW LANE; SAID POINT ALSO BEING 854.54 FEET DUE EAST, AND 1872.81 FEET SOUTH 0°34'30" WEST FROM THE NORTH WEST CORNER OF SAID SECTION 35; RUNNING THENCE THREE (3) COURSES ALONG SAID NORTHERLY LINE OF OAK LANE AS FOLLOWS: (1) NORTH 84°25'30" WEST 63.50 FEET; (2) 41.32 FEET NORTHWESTERLY ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF 13°55'30", AND LONG CHORD OF NORTH 82°27'45" WEST 41.21 FEET; AND (3) NORTH 75°30'00" WEST 62.70 FEET TO THE SOUTHEAST CORNER OF LOT 4, CLOVER ESTATES, AS RECORDED WITH THE DAVIS COUNTY RECORDER; THENCE NORTH 14°05'00" EAST 180.65 FEET TO THE SOUTH LINE OF LOT 7, TWIN CREEK ESTATES AMENDED, AS RECORDED WITH THE DAVIS COUNTY RECORDER; THENCE SOUTH 84°15'24" EAST 156.93 FEET ALONG SAID SOUTH LINE; THENCE NORTH 82°34'00" EAST 135.05 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 500 EAST STREET; THENCE FIVE (5) COURSES ALONG SAID WESTERLY LINE AS FOLLOWS: (1) 58.06 FEET SOUTHWESTERLY ALONG THE ARC OF A 163.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF 20°20'42", CENTER BEARS NORTH 60°07'04" WEST, AND LONG CHORD BEARS SOUTH 40°03'17" WEST 57.75 FEET; (2) SOUTH 50°13'37" WEST 54.24 FEET TO A POINT OF CURVATURE; (3) 108.81 FEET SOUTHWESTERLY ALONG THE ARC OF A 166.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A DELTA ANGLE OF 33°25'41", AND LONG CHORD OF SOUTH 33°30'47" WEST 107.27 FEET; (4) SOUTH 16°47'56" WEST 29.43 FEET TO A POINT OF CURVATURE; AND (5) 25.75 FEET SOUTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF 73°45'41", AND LONG CHORD OF SOUTH 53°40'47" WEST 24.01 FEET TO THE POINT OF BEGINNING.

CONTAINS: 42,242 SQ.FT.

NARRATIVE

THIS SURVEY AND SUBDIVISION PLAT WERE REQUESTED BY MR. MIKE LARSEN FOR THE PURPOSE OF SUBDIVIDING THE HERON DESCRIBED PARCEL OF LAND. BRASS CAP MONUMENTS WERE FOUND ALONG THE CENTER LINE OF HAPPY HOLLOW LANE, AND SEVERAL REBARS AND CAPS WERE FOUND ALONG THE SOUTH LINE OF TWIN CREEK ESTATES AMENDED, AND NAILS WERE FOUND IN THE SIDEWALK IN TWIN CREEK ESTATES.

A LINE BEARING NORTH 64°41'55" EAST BETWEEN SAID BRASS CAP MONUMENTS IN HAPPY HOLLOW LANE WERE USED AS THE BASIS OF BEARINGS FOR THIS SURVEY AND SUBDIVISION PLAT.

PLATS OF RECORD FOR HAPPY HOLLOW CLUSTER SUBDIVISION; TWIN CREEK ESTATES; TWIN CREEK STATES AMENDED; OAK RIDGE HEIGHTS; OAKRIDGE TERRACE #1; CLOVER ESTATES SUBDIVISION; AND LAKE HILLS SUBDIVISION NO. 2 WERE USED AS REFERENCE.

THE NORTH LINE OF THE PROPERTY WAS SET BY TWIN CREEK ESTATES AMENDED; THE SOUTH LINE OF THE PROPERTY WAS SET BY THE NORTHERLY LINE OF OAK LANE, THE WEST LINE OF THE PROPERTY WAS SET BY CLOVER ESTATES SUBDIVISION; AND THE EAST LINE WAS SET BY RE-ESTABLISHING THE WEST LINE OF 500 EAST STREET BY LAKE HILLS SUBDIVISION NO. 2, DEEDS OF RECORD, AND IMPROVEMENTS FOUND ON THE GROUND.

OWNER'S DEDICATION

I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME TRACT INTO LOTS AS SHOWN ON THIS PLAT, AND ASSIGN THE LANDS INCLUDED IN THIS PLAT THE NAME OF LARSEN SUBDIVISION, AND DO HEREBY DEDICATE, GRANT, AND CONVEY TO CENTRAL DAVIS SEWER DISTRICT A PUBLIC SEWER EASEMENT AS DEFINED HEREON FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF SANITARY SEWER FACILITIES; AND DO HEREBY DEDICATE, GRANT, AND CONVEY TO KAYSVILLE CITY ALL THOSE PARTS OR PORTIONS OF SAID LAND DESIGNATED HEREON AS PUBLIC UTILITY AND DRAINAGE EASEMENTS (PU&DE), THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITIES AS MAY BE AUTHORIZED BY KAYSVILLE CITY WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS ____ DAY OF _____ 2021.

ACKNOWLEDGMENT

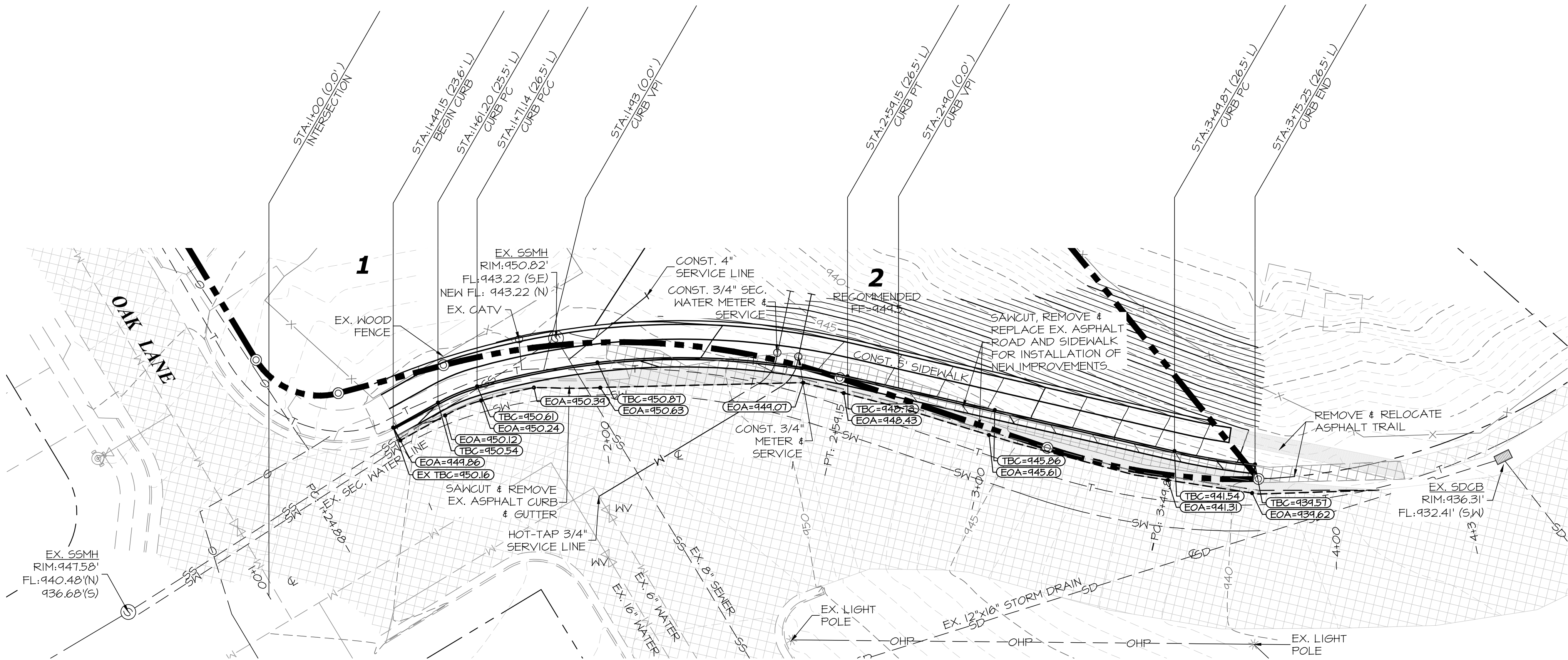
STATE OF UTAH } ss
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY
OF _____, 2021 BY _____

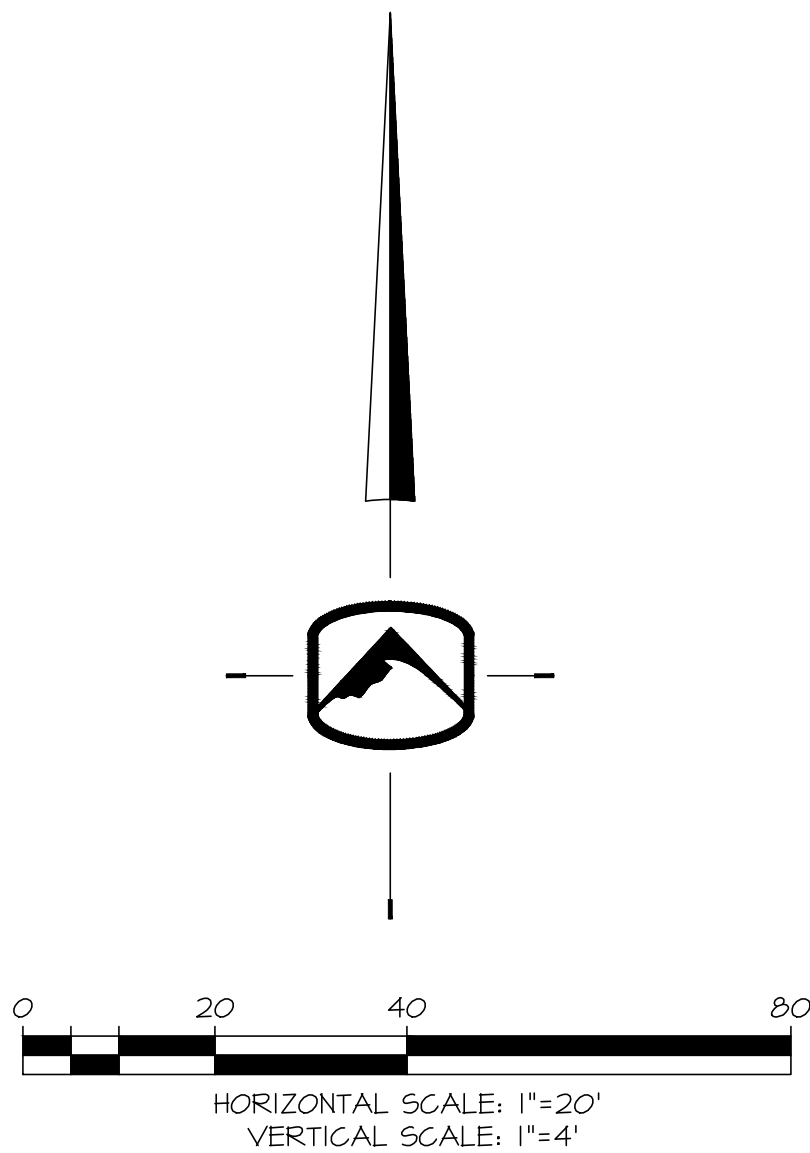
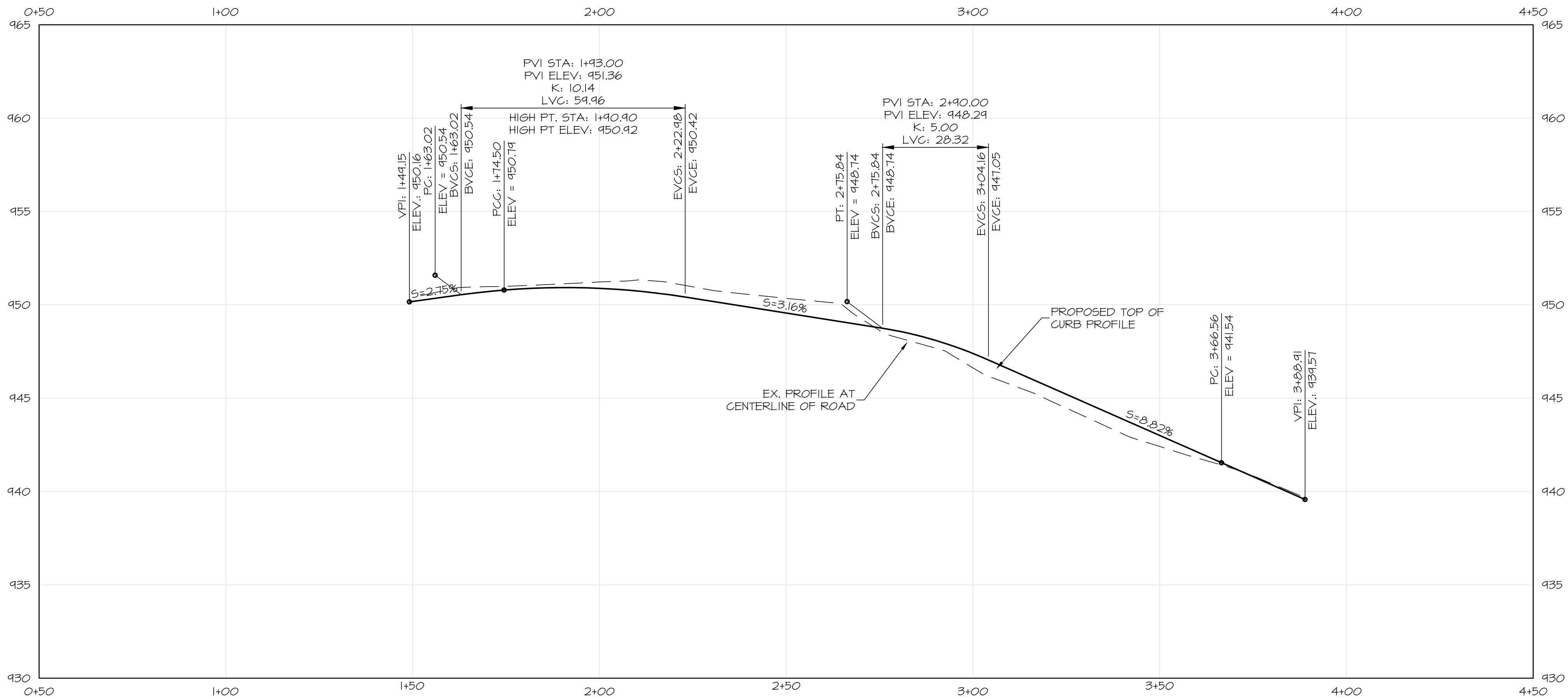
RESIDING AT: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC (PRINT NAME)

NOTARY PUBLIC SIGNATURE



500 EAST STREET

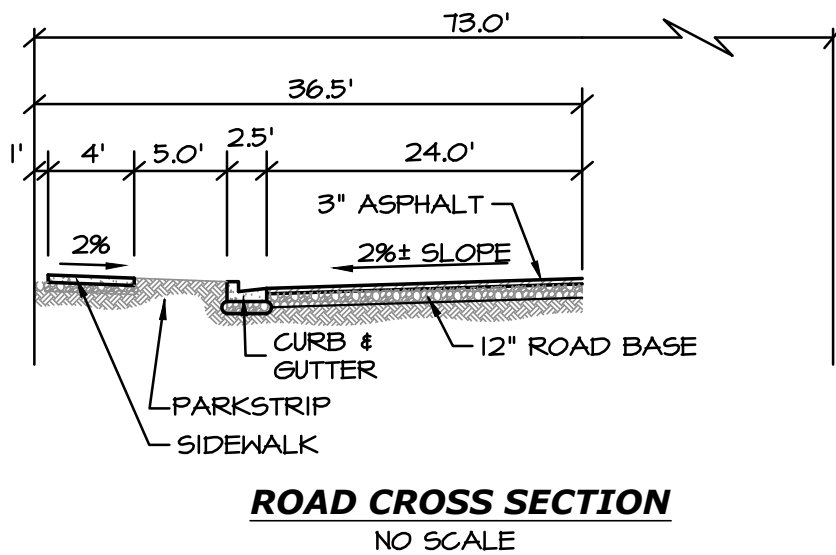


GENERAL NOTES:

- 1) ALL WORK WITHIN THE RIGHT OF WAY SHALL CONFORM TO KATSVILLE CITY STANDARDS & SPECIFICATIONS.
- 2) ALL WORK PERFORMED ON KATSVILLE CITY OWNED UTILITIES & CONNECTIONS THERETO SHALL CONFORM TO THE KATSVILLE CITY STANDARDS & SPECIFICATIONS.
- 3) CALL BLUESTAKES 48 HOURS PRIOR TO DIGGING.
- 4) CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF ALL EXISTING MANHOLES AND OTHER UTILITIES BEFORE BUILDING OR STAKING ANY UTILITY LINES.
- 5) THE SEWER SHALL BE CONSTRUCTED TO CENTRAL DAVIS SEWER DISTRICT STANDARDS.
- 6) THE PRESSURE IRRIGATION SHALL BE CONSTRUCTED TO HAIGHT'S CREEK IRRIGATION COMPANY'S STANDARDS.
- 7) STRUCTURE FOOTINGS MUST BE CONSTRUCTED 2 FEET ABOVE ANY GROUND WATER ENCOUNTERED DURING CONSTRUCTION

UTILITY DISCLAIMER:

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.



LEGEND	
NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE	
---	BOUNDARY LINE
---	CENTERLINE
---	EASEMENT LINE
---	SETBACK LINE
---	NEW IRRIGATION LINE
---	NEW STORM DRAIN
---	NEW SANITARY SEWER
---	NEW SECONDARY WATERLINE
---	NEW CULINARY WATERLINE
---	EX. IRRIGATION LINE
---	EX. OVERHEAD POWER LINE
---	EX. STORM DRAIN
---	EX. SANITARY SEWER
---	EX. SECONDARY WATERLINE
---	EX. TELEPHONE LINE
---	EX. CABLE TV LINE
---	EX. GAS LINE
---	EX. CULINARY WATERLINE
---	SECTION CORNER
---	MONUMENT
---	CONTROL POINT
---	NEW ASPHALT PER DETAIL 1/C301
---	EXISTING ASPHALT
---	EXISTING CURB & GUTTER
---	30" HIGH BACK CURB PER DETAIL 2/C301
---	30" RELEASE GUTTER PER DETAIL 3/C301

SEAL:

177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054



SILVERPEAK
ENGINEERING

WWW.SILVERPEAKENG.COM

SURVEY

CIVIL

STRUCTURAL

LARSEN-KATSVILLE
481 OAK LANE
KATSVILLE, UTAH

DATE: 12/2/2021
PROJECT: 19-031
DRAWN BY: J.T.F.
REVISIONS:

IMPROVEMENT
PLAN

SHEET NUMBER:

C1

CITY COUNCIL STAFF REPORT



COUNCIL MEETING DATE: January 6, 2022

TYPE OF ITEM: Work

PRESENTED BY: Shayne Scott/Ryan Judd

SUBJECT/AGENDA TITLE: Agreement for Installation and Maintenance Of Fiber Optic Cable With Fruit Heights

EXECUTIVE SUMMARY:

On September 16 2021, Kaysville City Council approved an American Recovery Plan Act (ARPA) funded fiber project, which would connect parks, water facilities, signal lights and much more to the existing city fiber ring. Additional funding became available through the State of Utah, a grant that Kaysville, in conjunction with Fruit Heights, applied for and subsequently were awarded. This 1.1 million dollars has allowed city staff to propose much more fiber work.

Some of that additional work will be to create a north/south fiber backbone for fiber redundancy that can also connect parks, tanks, and other critical infrastructure for Fruit Heights. Kaysville will share some of this fiber to create an east side fiber ring, looping in our water tanks, and tie in other east side infrastructure. Connex has also committed to build out this municipal infrastructure at the current contracted pricing levels while they offer Fiber To The Home and other services of their choosing in Fruit Heights.

This draft agreement between Fruit Heights and Kaysville defines terms of installation, ownership and maintenance.

Council Options: 1) Move the Resolution authorizing the City's participation to Action; 2) Move the Resolution with any modifications that the Council deems appropriate to Action; 3) Decline to move the Resolution and remand to staff with further direction.

Recommended Options: - Move the agreement as presented to the next Action agenda

Fiscal impact & Fund Source for Recommended Action: Participating in this program may result in opportunities for the City to receive grant funds and expend ARPA funds as previously authorized.

AGREEMENT FOR INSTALLATION AND MAINTENANCE
OF FIBER OPTIC CABLE

This Agreement made and entered into as of the 20th day of December, 2021 by and between FRUIT HEIGHTS CITY, which shall be called "Fruit Heights" in this Agreement and KAYSVILLE CITY, which shall be called "Kaysville" in this Agreement. This Agreement is made and entered into by and between the parties hereto based upon the following recitals:

RECITALS

- A. Kaysville, in conjunction with Fruit Heights, applied for and received an America Recovery Plan Act (ARPA) grant. The grant is to extend and ring a portion of Kaysville's Fiber network and to build point to point connectivity to various Fruit Heights' municipal buildings and critical infrastructure.
- B. Kaysville desires and has entered into an Agreement with Connex, LLC (the "Contractor") for the installation of certain fiber optic cable ringing parts of Kaysville's fiber and connecting critical infrastructure.
- C. Fruit Heights desires to connect various municipal buildings and critical infrastructure through fiber optic cable.
- D. A portion of the fiber optic cable being installed is in a location that can be shared by Fruit Heights and Kaysville to satisfy needs for various fiber connections. This portion will be deemed the "**Shared Portion**" and illustrated in **Exhibit A**.
- E. Kaysville City and Fruit Heights desire to enter into an Agreement for the joint use and maintenance of the Shared Portion of the fiber optic cable being installed by Kaysville's Contractor upon the following terms and conditions.

AGREEMENT

- 1. With Coordinated ARPA matching grant funds, Kaysville City agrees to install through its Contractor fiber optic cable connecting various Fruit Heights buildings, critical infrastructure and designed in such a way so as to accommodate the needs of Fruit Heights as illustrated in **Exhibit B**.
- 2. The fiber installation contains two parts as Shown in Exhibit B:
 - a. A "Shared Portion" where that fiber cable containing 144 strands has joint use. Kaysville having 72 strands and Fruit Heights having 72 strands.
 - b. The second part is that fiber owned and maintained solely by Fruit Heights can be legs of fiber extending from the shared portion or other parts of the fiber back bone not in Kaysville.
- 3. Kaysville will not incur any more cost than what was allocated via the grant. Any overages in cost will result in the reduction of Fruit Heights' fiber legs in various areas of Exhibit B as determined by the Kaysville Project Manager.
- 4. Fruit Heights agrees:
 - a. to provide:

- i. Right of Way or Necessary perpetual easements along the designated paths in Exhibit A "Shared Portion" for Kaysville in perpetuity.
 - ii. Blue staking services for the shared portion of the fiber within the Fruit Heights Boundary.
 - iii. Free WIFI to all residents at Nichols Park as per the ARPA Agreement
 - b. Assist in the completion of the terms of the ARPA grant agreement where applicable to Fruit Heights.
 - c. Fruit Heights expressly acknowledges that they are aware of and will abide by the terms of the ARPA agreement that Kaysville City has entered into. Fruit Heights will not be responsible to expend resources (outside of this agreement) to comply with the ARPA agreement, but they will operate in good faith with Kaysville City and not prohibit Kaysville from satisfying their requirements under the agreement.
5. The "Shared Portion" of the fiber optic cable is identified and illustrated on **Exhibit A**.
 6. Kaysville shall be the owner of record for the shared portion of fiber.
 7. Fruit Heights shall be the owner of Record for all other fiber not included in Exhibit A and within Fruit Heights City boundary.
 8. Kaysville shall be responsible for managing the Shared Portion and making decisions with respect to the ongoing maintenance and repair of the Shared Portion.
 9. Future Fruit Heights fiber connections outside of this grant project to the Shared Portion will be made in writing and coordinated with the Kaysville IT Manager or designated Fiber infrastructure manager.
 10. Kaysville and Fruit Heights agree that each shall share one half of the ongoing maintenance and repair costs for the Shared Portion of the fiber optic cable as identified in Exhibit A.
 11. Fruit Heights shall be solely responsible for the cost of fiber maintenance and repair not included in the Shared Portion and within Fruit Heights City Boundary.
 12. Fruit Heights agrees to provide all location services for the fiber infrastructure within the Fruit Heights boundary. Likewise Kaysville will provide location services for all fiber within Kaysville.
 13. The parties hereto agree that there shall be no additional charges for ongoing usage of the fiber optic system that is being installed pursuant to this agreement.
 14. This Agreement shall continue in perpetuity or until such time that both parties agree to end the use of the Shared Portion (Exhibit A).
 15. This Agreement shall be conditioned upon the legislative body of each of the party's approving this Agreement.
 16. The individuals executing this Agreement on behalf of the parties confirm that they are the duly authorized representative of the parties and are lawfully enabled to execute this Agreement on behalf of the party.
 17. In the event that any dispute arises between the parties in relation to this Agreement or arising out of this Agreement and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. Any party to the dispute may give written notice to the other party of its desire to commence mediation and the mediation must take place within thirty (30) days after the date that such notice is given. The parties will jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator, either party may apply to a

mediation organization or person for appointment of a mediator. The parties further agree to share equally in the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.

In witness whereof, the parties hereto have caused this Agreement to be executed in duplicate each of which shall be deemed an original on the dates indicated by the signatures of the respective parties.

FRUIT HEIGHTS

KAYSVILLE CITY

John Pohlman, Mayor

Tami Tran, Mayor

Attest:

City Recorder

City Recorder

Exhibit A

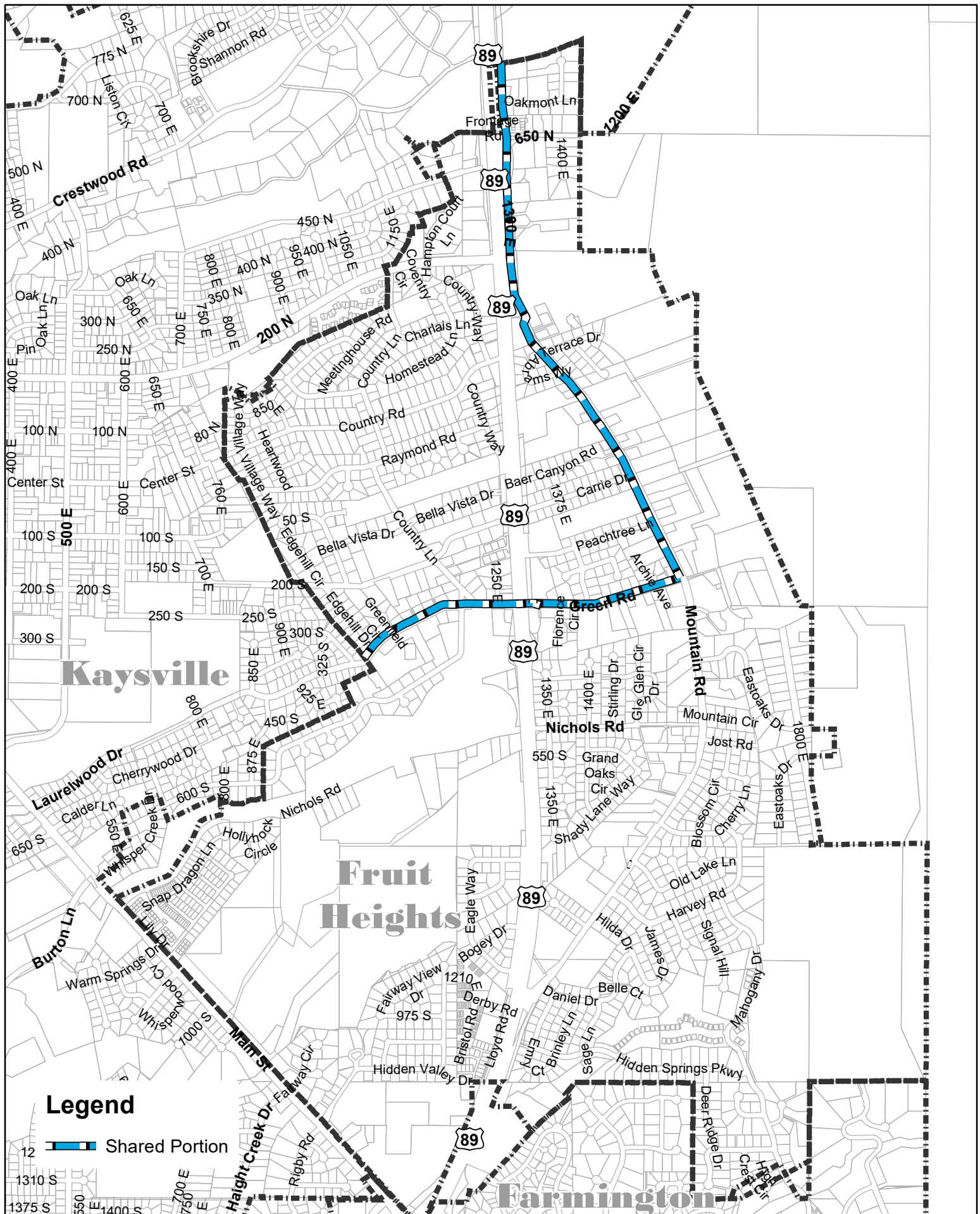


Exhibit B

