



## MEETING NOTICE AND AGENDA

Notice is hereby given that the Kaysville City Council will hold a regular council meeting on **Thursday, January 15, 2026**, starting at 7:00 PM 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](http://www.KaysvilleLive.com).

Public comments during the meeting are only taken for Action Items, "Call to the Public", or public hearings. **Those wishing to speak during these times must sign up in person before the meeting begins.** Comments may also be submitted to the City Council via email to [publiccomment@kaysville.gov](mailto:publiccomment@kaysville.gov). Emailed comments will NOT be read aloud at the meeting.

### **CITY COUNCIL Q&A – 6:30 PM**

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

### **CITY COUNCIL MEETING – 7:00 PM**

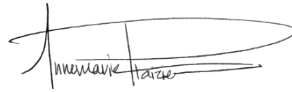
*The agenda shall be as follows:*

- 1) OPENING
  - a) Presented by Council Member Abbigayle Hunt
- 2) CALL TO THE PUBLIC (3 MINUTE LIMIT; MUST SIGN UP IN PERSON BEFORE THE MEETING BEGINS)
- 3) PRESENTATIONS AND AWARDS
  - a) Swearing-in of New Kaysville Police Officers: Officer Kenneth Todd Nelson and Officer Castle Leota
  - b) Presentation of Employee of the Quarter Award to Jackie Hubbard
- 4) DECLARATION OF ANY CONFLICTS OF INTEREST
- 5) CONSENT ITEMS
  - a) Approval of the Purchase of Lifepak Equipment for Wildland Deployments for the Kaysville Fire Department
  - b) A Resolution Approving an Agreement with J-U-B Engineers for Professional Services
- 6) ACTION ITEMS
  - a) A Resolution Amending the Kaysville City Rules of Procedure and Order
- 7) WORK ITEMS
  - a) Discussion on Kaysville City GRAMA Code and Fee Amendments
- 8) COUNCIL MEMBERS 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 at Kaysville City Hall, Kaysville City website

at [www.kaysville.gov](http://www.kaysville.gov), and the Utah Public Notice website at [www.utah.gov/pmn](http://www.utah.gov/pmn). Posted on January 9, 2026.

A handwritten signature in black ink, appearing to read "Annemarie Plaizier". The signature is stylized with a large, sweeping loop at the end.

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Annemarie Plaizier  
City Recorder

# **Employee of the Quarter Award Q-4 2025**

## **Congratulations to**

### ***Jackie Hubbard***

Jackie encompasses the spirit of outstanding employee service. As the Employee of the Quarter (EOQ), she is a credit to Kaysville City through leadership, work relationships, objective achievement, service/customer relations, and excellent work performance.

Jackie has many qualities of a leader that we should admire and strive to achieve ourselves. She is unafraid to learn new aspects of her job and others' jobs, and she is always open to attempting new methods. Most of all, she is very adaptable and good on her feet when decisions need to be made on short notice. She is affable and gets along well with everyone.

***Jackie will be recognized at City Council Meeting and receive \$100, 4 hours of PTO, an award certificate, and her name displayed on the Employee of the Quarter plaque at City Hall.***

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Other rock stars nominated for Employee of the Quarter (Q-4) are as follows:

**Cole Edgar, Gregg Phillips, Jared Tubbs, Katie Ellis, Kelby Kendall,  
Rachel Talbot and Steve Rice**

# **CITY COUNCIL STAFF REPORT**



**MEETING DATE:** January 15, 2026

**TYPE OF ITEM:** Consent Items

**PRESENTED BY:** Fire Chief Paul Erickson

**SUBJECT/AGENDA TITLE:** Approval of the Purchase of Lifepak Equipment for Wildland Deployments for the Kaysville Fire Department

## **EXECUTIVE SUMMARY:**

The Kaysville Fire Department would like to purchase a new Lifepak defibrillator for its wildland deployments. In 2025, KFD received \$61,000 from deployments, which is sufficient to pay for the equipment with no additional cost to the FY26 approved budget.

## City Council Options:

Approve/Disapprove/Table

## Staff Recommendation:

Approve

## Fiscal Impact:

## ATTACHMENTS:

1. Cost/Quote for new Lifepak
-



LP35

Quote Number:11185106

Version:1

Prepared For:KAYSVILLE FIRE DEPT

Attn:

Quote Date:09/29/2025

Expiration Date:12/28/2025

Remit to:Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Rep:Madison Nettles

Email:madison.nettles@stryker.com

Phone Number:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	KAYSVILLE FIRE DEPT	Name:	KAYSVILLE FIRE DEPT	Name:	KAYSVILLE FIRE DEPT
Account #:	20027834	Account #:	20027834	Account #:	20027834
Address:	175 S MAIN ST	Address:	175 S MAIN ST	Address:	175 S MAIN ST
	KAYSVILLE		KAYSVILLE		KAYSVILLE
	Utah 84037-2526		Utah 84037-2526		Utah 84037-2526

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	1	\$46,260.00	\$46,260.00
2.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	2	\$500.00	\$1,000.00
3.0	11140-000102	LIFEPAK FLEX Battery Charger	1	\$1,500.00	\$1,500.00
4.0	41335-000001	LIFEPAK 35 AC Power Adapter Kit	1	\$1,250.00	\$1,250.00
5.0	11335-000005	LIFEPAK Printer Kit	1	\$1,500.00	\$1,500.00
6.0	11996-000456	RD SET DCI Reusable Sensor, Adult	1	\$209.00	\$209.00
7.0	11996-000455	RD SET DCI Reusable Sensor, Pediatric	1	\$209.00	\$209.00
Equipment Total:					\$51,928.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$804.97
Grand Total:	\$47,732.97

Prices: In effect for 30 days



LP35

Quote Number:	11185106	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Madison Nettles
Prepared For:	KAYSVILLE FIRE DEPT	Email:	madison.nettles@stryker.com
Attn:		Phone Number:	
Quote Date:	09/29/2025		
Expiration Date:	12/28/2025		

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

# **CITY COUNCIL STAFF REPORT**



**MEETING DATE:** January 15, 2026

**TYPE OF ITEM:** Consent Items

**PRESENTED BY:** Jaysen Christensen, City Manager

**SUBJECT/AGENDA TITLE:** A Resolution Approving an Agreement with J-U-B Engineers for Professional Services

## **EXECUTIVE SUMMARY:**

Kaysville City seeks to enter into a contract with J-U-B Engineers for professional services to include general engineering, GIS and mapping, landscape architecture, surveying, electrical engineering, construction management services, public involvement, communication, right-of-way support, and outreach services.

## City Council Options:

Approve/Disapprove/Table

## Staff Recommendation:

Approve

## Fiscal Impact:

## ATTACHMENTS:

1. Resolution - J-U-B Agreement
  2. Agreement for Professional Services
-

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING KAYSVILLE CITY TO  
EXECUTE AN AGREEMENT FOR PROFESSIONAL  
SERVICES WITH J-U-B ENGINEERS**

**WHEREAS**, Kaysville City requires professional services--including general engineering, GIS and mapping, landscape architecture, surveying, electrical engineering, construction management services, public involvement and communication, right-of-way support, and outreach services—to carry out City projects and operations; and

**WHEREAS**, J-U-B Engineers possesses the qualifications, experience, and capacity to provide the professional services needed by the City; and

**WHEREAS**, the City’s purchasing policies and procedures exempt professional services from competitive bidding requirements; and

**WHEREAS**, the City’s purchasing policies and procedures require city council approval for professional services contracts; and

**WHEREAS**, the City Council finds that entering into a professional services agreement with J-U-B Engineers promotes the health, safety, and general welfare of the residents of Kaysville City.

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kaysville, Utah**, that the Agreement for Professional Services with J-U-B Engineers, Inc. is hereby approved, and that the City Manager is hereby authorized to execute the agreement for and in behalf of the City.

APPROVED AND ADOPTED this 15<sup>th</sup> day of January 2026.

City of Kaysville:

(SEAL)

\_\_\_\_\_  
Mayor: Tamara Tran

ATTEST:

\_\_\_\_\_  
City Recorder: Annemarie Plaizier





# J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: \_\_\_\_\_  
J-U-B Project Manager: Nathan Smith

This Agreement entered into and effective this 10 day of Deceber 2025, between Kaysville City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

## WITNESSETH:

WHEREAS the CLIENT intends to: Perform general engineering, mapping and GIS, landscape architecture, surveying, electrical engineering, and construction management services, on an on call basis through multiple assignments documented through various Scopes of Work over time; these services include work performed by The Langdon Group (TLG), a subsidiary of J-U-B Engineers, Inc., for public involvement, communication, right-of-way support, facilitation, and outreach services and/or other TLG services requested by the City hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

## CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

## PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

### For the CLIENT:

1.	Name	<u>Jaysen Christensen</u>	Work telephone	<u>801-546-1235</u>
	Address	<u>23 East Center Street</u>	Home/cell phone	_____
		<u>Kaysville, Utah</u>	FAX telephone	_____
		<u>84037</u>	E-mail address	<u>Jchristensen@Kaysville.gov</u>

### For J-U-B:

1.	Name	<u>Nathan Smith</u>	Work telephone	<u>801-547-0393</u>
	Address	<u>466 N 900 W</u>	Cell phone	<u>435-760-7806</u>
		<u>Kaysville, UT 84037</u>	FAX telephone	_____
		_____	E-mail address	<u>nsmith@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

## SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

## SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

## BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Kaysville General Services

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:

Kaysville City

NAME

23 E Center Street

STREET

Kaysville, UT 84037

CITY / STATE / ZIP CODE

BY (Signature)

Jaysen Christensen/City Manager

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:

466 North 900 West

STREET

Kaysville, Utah 84037

CITY / STATE / ZIP CODE

Bryce Wilcox

BY (Signature)

Bryce Wilcox / Area Manager

NAME / TITLE

*Applicable  
Attachments or  
Exhibits to this  
Agreement are  
indicated as  
marked.*

☒ **Attachment 1** – Scope of Services,  
Schedule, and Basis of Fee

☒ **Attachment 2** – Special Provisions

☒ **Standard Exhibit A** – Construction  
Phase Services

REV: 4/23

**DISTRIBUTION: Accounting; Project File; CLIENT**

## **J-U-B ENGINEERS, Inc.**

### **TERMS AND CONDITIONS**

#### **GENERAL**

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties; CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

#### **REUSE OF DOCUMENTS**

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

#### **CONSTRUCTION PHASE SERVICES**

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

#### **OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION**

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

#### **TIMES OF PAYMENTS**

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

#### **TERMINATION**

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by



the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

#### **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

#### **RIGHT OF ENTRY**

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

#### **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

#### **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

#### **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

#### **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver of a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

#### **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

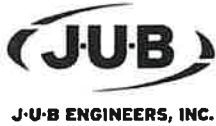
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

#### **CYBER INSURANCE**

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 1 – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Kaysville City General Services Agreement

**CLIENT:** Kaysville City

**J-U-B PROJECT NUMBER:** Various

**CLIENT PROJECT NUMBER:** Click or tap here to enter text.

**ATTACHMENT TO:**

☒ **AGREEMENT DATED:** Click or tap to enter a date.; or

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Kaysville City requires professional assistance and services for various projects throughout the City including, but not limited to, general engineering, GIS and mapping, landscape architecture, surveying, electrical engineering and construction management services. these services include work performed by The Langdon Group (TLG), a subsidiary of J-U-B Engineers, Inc., for public involvement, communication, right-of-way support, facilitation, and outreach services and/or other TLG services requested by the City. This contract is a master services agreement that will cover all work performed by J-U-B, The Langdon Group (TLG), and Gateway Mapping (GMI) that is not included in a specific contract.

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

1. General engineering, GIS and mapping, landscape architecture, surveying, electrical engineering, construction management services and other services as requested by the City.

Services provided by The Langdon Group (TLG), a subsidiary of J-U-B Engineers, Inc. which may include, but are not limited to, public involvement, public outreach, facilitation, mediation, conflict resolution, communication strategy, stakeholder engagement, meeting planning and execution, public information support, right-of-way support, strategic messaging, and other related services provided by TLG as requested by the City.

- B. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  1. Information as requested.

**PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  1. For Lump Sum fees:

- a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
  - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
  - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

**B. Period of Services**

1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

- D. The fees and anticipated schedule for the services identified in PART 2.

Unless otherwise agree upon, services shall be completed on a time and materials basis using J-U-B's current standard billing rates. Total task amounts will be tied to J-U-B's project number at the completion of the project.

Schedules will be determined on a task basis.

Services performed by The Langdon Group (TLG) will be billed through J-U-B in accordance with J-U-B's standard billing rates or approved T&M rates for TLG personnel. All TLG services fall under this master agreement unless otherwise specified in a separate contract.

**PART 4 - CERTIFICATIONS AND DELIVERABLES**

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at [edocs.jub.com](http://edocs.jub.com).
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Projects, including but not limited to meeting notes, graphics, document editing along with AI features that are integral to design and other software. Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.
- C. For DESIGN REVIEW work that may be included in the Scope of Services, J-U-B is not in responsible charge of the design and our review effort is limited to the scope and fee agreed to by the CLIENT. To account for the benefits and risks associated with the DESIGN REVIEW elements of the Scope of Services, CLIENT agrees to limit J-U-B's liability for said DESIGN REVIEW services for any cause of action (in tort or contract) to \$25,000.00 or the fees associated with the DESIGN REVIEW services, whichever is less. This provision shall augment the Terms and Conditions of the Agreement between J-U-B and the Kaysville City

**Exhibit(s):**

- Standard Exhibit A: Construction Phase Services

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Water Supply/Distribution (W03)



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**Attachment 2 – Special Provisions**

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**SPECIAL PROVISIONS**

Risk Allocation Section, Page 4 - DELETE the first sentence of the first paragraph.

Indemnification Section, Page 15 - REPLACE the first paragraph with the following:

J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, elected officials, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees and expert fees) to the extent caused by:

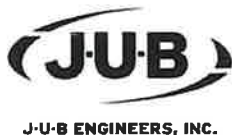
- (a) the negligent acts, errors, or omissions of J-U-B, its officers, directors, employees, agents, consultants, or subcontractors;
- (b) J-U-B's breach of this Agreement or failure to meet the applicable professional standard of care; or
- (c) the negligent acts or omissions of any person or entity employed or engaged by J-U-B in the performance of the Work.

J-U-B shall reimburse City for cost of defense to the extent that J-U-B is found negligent by the trier of fact.

This indemnification includes claims for bodily injury, sickness, disease, or death, damage to or loss of use of tangible property, and any other direct damages to the extent caused by J-U-B as set forth above. Nothing in this subsection shall require J-U-B to indemnify CLIENT for CLIENT's own negligence, willful misconduct, or breach.

CLIENT shall indemnify and hold harmless J-U-B and its officers, directors, members, partners, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees and expert fees) to the extent caused by the negligent acts or omissions of CLIENT, its officers, employees, contractors, subcontractors, or others for whom CLIENT is legally responsible. Nothing in this subsection shall require CLIENT to indemnify J-U-B for J-U-B's negligence, errors, omissions, or breach of this Agreement.





**J-U-B ENGINEERS, Inc.**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Standard Exhibit A – Construction Phase Services**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

**CONSTRUCTION PHASE SERVICES**

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

*Construction Phase*

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> No     | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
| <br><input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> No | <br>2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference.   |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes

☐ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes

☐ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes

☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes

☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes

☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes

☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes

☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes

☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☒ Yes      10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
- 
- ☒ Yes      11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
- 
- ☒ Yes      12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
- 
- ☒ Yes      13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
- 
- ☒ Yes      14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
- 
- ☒ Yes      15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

### Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- ☒ Yes    1.    *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.  
☐ No
- ☒ Yes    2.    *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.  
☐ No
- ☒ Yes    3.    *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.  
☐ No
- ☒ Yes    4.    *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.  
☐ No
- ☒ Yes    5.    *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.  
☐ No
- ☒ Yes    6.    *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.  
☐ No
- ☒ Yes    7.    *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.  
☐ No
- ☒ Yes    8.    *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.  
☐ No
- ☒ Yes    9.    *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.  
☐ No

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. **General.** RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. **Schedules.** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.



3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the Contract Documents are needed.
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

## CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



# **CITY COUNCIL STAFF REPORT**



**MEETING DATE:** January 15, 2026

**TYPE OF ITEM:** Action Item

**PRESENTED BY:** City Attorney Nic Mills

**SUBJECT/AGENDA TITLE:** A Resolution Amending the Kaysville City Rules of Procedure and Order

## **EXECUTIVE SUMMARY:**

In order to maintain decorum and orderly conduct of public meetings, staff is proposing amendments to the Kaysville City Rules of Procedure and Order regarding resident's right to be heard, distribution of materials, and signage in council meetings.

## City Council Options:

1) Approve the Resolution amending the Kaysville City Rules of Procedure and Order; 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.

## Staff Recommendation:

Approve the Resolution amending the Kaysville City Rules of Procedure and Order

## Fiscal Impact:

Not Applicable

## ATTACHMENTS:

1. Proposed Resolution
  2. Proposed Kaysville City Rules of Procedure and Order with "redline" amendments
-

**RESOLUTION**

**AMENDING THE KAYSVILLE CITY RULES OF PROCEDURE AND  
ORDER REGARDING RESIDENTS' RIGHT TO BE HEARD,  
DISTRIBUTION OF MATERIALS, AND SIGNAGE IN CITY COUNCIL  
MEETINGS**

**WHEREAS**, the City Council desires to amend its Rules of Procedure; and

**WHEREAS**, the amendments are reflected on the accompanying document which is attached hereto and incorporated herein by this reference; and

**WHEREAS**, these amendments will help maintain decorum and ensure the orderly conduct of public meetings.

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

1. The Kaysville City Rules of Procedure are amended as outlined in the attached document.

**PASSED AND ADOPTED** by the City Council of Kaysville, Utah, this \_\_\_\_ day of \_\_\_\_\_,  
**2025.**

\_\_\_\_\_  
Tamara Tran, Mayor

ATTEST:

\_\_\_\_\_  
Annemarie Plaizier, City Recorder

## **KAYSVILLE CITY RULES OF PROCEDURE and ORDER**

Recognizing that the City Council, as a legislative body, needs a systematic way of conducting its business, these rules of procedure are to provide for the orderly conduct of City business by the City Council, with the objective of providing for full, open, and comprehensive debate of issues brought before the City Council for action in a forum open to the public, and which encourages citizens' awareness of City Council activities.

These procedures do not increase or diminish the existing powers or authority of the Mayor or City Council members, as set forth in state law or local ordinance.

### **CITY COUNCIL MEETING AGENDA**

All meetings of the City Council will have a notice and agenda that complies with the Utah Open Meetings Act.

An Item may be placed on the agenda only by the Mayor, or at the request of any two council members.

An Item will be added to all Kaysville City Council Agendas requesting that any conflicts of interest with any items on the same agenda be declared.

Agenda Items must be submitted to the City Recorder at least 7 days before the date of the meeting. Any item that is submitted to the City Recorder after 7 days before the meeting will be put on the next following meeting agenda. The Recorder should notify the Mayor of the added agenda item.

If the agenda contains a Council Member Reports Item on the agenda these reports shall be limited to updates on City projects and events that the council member is directly involved in or assigned to. The time limit for each Council Member Report shall be three minutes per Council Member.

### **ROLE OF THE MAYOR AS COUNCIL CHAIR AND OTHER COUNCIL MEMBERS:**

- The Mayor shall preside at meetings of the City Council.
- Participate in discussion of all matters.
- Shall vote as a member thereof only in case of a tie or where otherwise specifically authorized to do so by state law, and shall have no power to veto.

In addition, the Mayor, as the Chair, has the primary responsibility for ensuring that the Council's rules of procedure are followed and:

- For maintaining the dignity of Council meetings.
- Calls the meeting to order and confines the discussion to the agenda.

- Recognizes Council members for motions and statements and may allow audience and staff participation at appropriate times.
- Requires knowledge of the City's adopted rules of parliamentary procedure and how to apply it.
- Ensures that the Utah Open and Public Meetings Act is complied with.
- Knows how to courteously discourage Council members who talk too much or too often.
- Knows how to courteously ensure those who have the floor are not interrupted and to rule out of order those not following meeting procedures.
- Recognizes the Council member offering the motion, restates the motion, presents it to the Council for consideration, calls for the vote, announces the vote, and then announces the next order of business.

#### **CODE OF CONDUCT FOR CITY COUNCIL AND MAYOR INCLUDES:**

- Remarks should apply to the question under debate.
- Shall avoid references to personalities, and refrain from questioning motives of other members or staff personnel.
- Demonstrate courtesy and shall not disrupt proceedings.
- Shall not use their positions to secure privileges or personal gains and shall avoid situations which could cause anyone to believe that they may have brought bias or partiality to a question before the City Council.
- All Conflicts of Interest should be declared before deliberations on a particular item begin. If the conflict is such that a council member will not be voting on an item, they shall excuse themselves from the discussion before deliberations begin.
- Shall be dedicated to the principles of representative democracy by recognizing that the chief function of local government is to serve the best interests of the public at large while respecting individual rights.
- Shall be dedicated to the effective use of the City's available resources.
- Shall refrain from any activity that would hinder their ability to be objective and impartial.
- City business shall be discussed in open, well-publicized meetings, except in rare situations in which Executive Sessions are authorized.

#### **ETHICS**

The mayor and council members shall comply with the Utah Municipal Officers and Employees Ethics Act as found in Utah Code 10-3-1301 et seq.

## PARLIAMENTARY RULES:

The following may be referred to as the City's Rules of Order and shall be the parliamentary rules for conducting the business of the City Council. The City Manager will serve as the Parliamentarian, and will recommend rulings, upon request by the chair of the meeting, to all points of order raised during the proceedings. Each Rule is followed by a required Procedure and Purpose to explain the Rule and guide the Mayor and council members in its intended application.

### **RULE NO. 1: The meeting is governed by the agenda and the agenda constitutes the City Council's agreed-upon roadmap for the meeting.**

*PROCEDURE.* Each agenda item will be handled by the Mayor in the following basic format:

*First*, the Mayor should clearly announce the agenda item number and should clearly state what the agenda item subject is.

*Second*, following that agenda format, the Mayor should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the Mayor, a member of the City Council, a staff person, or an invited person charged with providing input on the agenda item.

*Third*, the Mayor should ask members of the City Council if they have any technical questions of clarification. At this point, members of the City Council may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

*Fourth*, the Mayor should invite public comments if at a formal public hearing and should open the public hearing for public input. If numerous members of the public indicate a desire to speak to the subject, the Mayor may limit the time of each public speakers. At the conclusion of the public comments, the Mayor should announce that the public hearing is closed.

*Fifth*, the council may begin discussing the item if necessary. If there is no desired discussion, the Mayor should call for a motion on the item.

*Sixth*, the Mayor should invite a motion. The Mayor should announce the name of the member of the City Council who makes the motion.

*Seventh*, the Mayor should determine if any member of the City Council wishes to second the motion. The Mayor should announce the name of the member of the City Council who seconds the motion. If there is no second then the item will be deemed concluded without decision

*Eighth*, if the motion is made and seconded, the Mayor should make sure everyone understands the motion. This is done in one of three ways: (1) The Mayor can ask the maker of the motion to repeat it. (2) The Mayor can repeat the motion. (3) The Mayor can ask the City Recorder to repeat the motion.

*Ninth*, the Mayor should invite further discussion of the motion by the City Council. If there is no desired discussion, or after the discussion has ended, the Mayor should announce that the City Council will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

*Tenth*, the Mayor asks for a vote of the council members. All votes on ordinances, resolutions, and any action which would create a liability against the City and in any other case at the request of any member of the City Council shall be by a "yes" or a "no" vote and shall be recorded in the minutes. Every resolution or ordinance shall be in writing before the vote is taken.

*Eleventh*, the Mayor should announce the result of the vote and should announce what action (if any) the City Council has taken.

**PURPOSE OF THE RULE:** The purpose of this rule is to govern how the Mayor chairs the meeting. ~~This is meant to be the rule to guide the Mayor in his or her conduct as a chair.~~ All meetings must comply with the Utah Open and Public Meetings Act which requires that a notice and an agenda for a public meeting be prepared in advance of the meeting and that no final action be taken on any item that is not on the agenda. In addition the Act requires that the minutes of the meeting contain certain minimum information including the name of any member of the council speaking on an issue, the substance of what the member says, an accurate description of any action taken by the council and the voting record of each individual member of the council.

**RULE NO 2: Any matter that requires a City Council decision shall be brought before the Council by motion.**

**PROCEDURE.** The procedure for any motion shall be as follows: First, the Mayor should recognize the member of the City Council. Second, the member of the City Council makes a motion by preceding the member's desired approach with the words: "I move ....." So, a typical motion might be: "I move that we give the City Attorney a raise in pay."

The Mayor usually initiates the motion by either (1) Inviting the members of the City Council to make a motion. "A motion at this time would be in order." (2) Suggesting a motion to the members of the City Council. "A motion would be in order that we give the City Attorney a raise in pay." (3) Reading a motion suggested by the City Staff and asking if any member would like to make that motion. The Mayor then asks if any member of the City Council wishes to second the motion. If there is no second then the item will be deemed concluded without discussion or decision.

**PURPOSE OF THE RULE.** The purpose of this rule is to limit items under discussion to those and only those that the council members want to discuss; give clarity as to what is being decided; and to make sure everyone, including the person taking the minutes actually knows and can remember what the ultimate outcome of any discussion and debate is.

**RULE NO 3: One matter at a time and one speaker at a time.**

*PROCEDURE:* Only one matter will be discussed at a time. The matter may involve several motions.

There will only be one speaker at a time. Anyone who wishes to speak must raise their hand first after the current speaker finishes. The Mayor will call upon the person by name. Once a member has been recognized, he has been granted “the floor” and may begin speaking. The speaker may not be interrupted except as allowed by these rules.

If a councilmember wishes to ask a question during their time and retain the floor to speak after the question has been answered they may indicate so before posing the question by saying something similar to “I have additional comments and wish to retain the floor after this question has been answered.”

*PURPOSE OF THE RULE.* The purpose is to focus on only one subject matter at a time and to allow council members the ability to express their points of consideration without losing their train of thought and to completely finish without fear of interruption.

**RULE NO 4: The Mayor may use General Consent (also known as Unanimous Consent) with all motions except those motions where the votes are used for purposes of the meeting minutes and require a roll call of the council.**

*PROCEDURE:* When the Mayor feels the council is all in agreement, the Mayor asks if there are any objections to the motion to amend, withdraw, or any motions in Rule No. 7. The Mayor pauses and if there are no objections states that the motion is approved. If there is any objection, ~~then~~ the motion is put to a regular vote. A council member may object simply ~~because he or she feels it is important to have to~~ force a formal vote.

*Example:* The Mayor states, “If there is no objection, we will recess for 10 minutes, [pause to see if any member objects]. There being no objection, we will recess for 10 minutes.

If a member objects by stating, “I object” the matter is then put to a vote.

The Mayor states, “An objection being made, the question is shall we recess for 10 minutes? As many as are in favor, say Aye. Those opposed, say No. The Ayes have it and we will recess for 10 minutes.”

*PURPOSE OF THE RULE.* General consent is helpful in expediting general routine business or when the Mayor senses the council is in agreement. General consent allows flexibility of the rules while protecting the right of the majority to decide and the minority to be heard.

**RULE NO 5: There are only three basic forms of motions allowed: Initial Motions, Motions to Amend, and Substitute Motions.**

*PROCEDURE:* The initial motion. The initial motion is the one that puts forward an item for the City Council's consideration. An initial motion might be: "I move that we ~~give~~ adopt ordinance number 10-1 as presented."

The motion to amend. If a member wants to change the initial motion that is before the City Council, they would move to amend it. A motion to amend might be: "I move that we amend the motion to adopt ordinance number 10-1 with changes in paragraph 1 as follows...." A motion to amend takes the initial motion which is before the City Council and seeks to change it in some way. The motion to amend must be germane to the initial motion. The motion to amend must not be the same as a negative vote on the initial motion.

The substitute motion. If a member wants to completely do away with the initial motion that is before the City Council, and put a new motion before the City Council, they would move a substitute motion. A substitute motion might be: "I ~~move~~ that we refer ordinance number 10-1 to the planning commission for its recommendation."

*PURPOSE OF THE RULE.* "Motions to amend" and "substitute motions" are often confused. But they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the Mayor. So that if a member makes what that member calls a "motion to amend", but the Mayor determines that it is really a "substitute motion", then the Mayor's designation governs.

**RULE NO 6. There can be up to three motions on the floor at the same time and no more than three. The Mayor can reject a fourth motion until the Mayor has dealt with the three that are on the floor and has resolved them.**

*PROCEDURE:* When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed first on the last motion that is made. So, for example, assume the first motion is a basic "motion to adopt ordinance 10-1." During the discussion of this motion, a member might make a second motion to "amend the main motion to adopt ordinance 10-1 with changes in paragraph 1 as follows...." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we refer the matter to the planning commission." The proper procedure would be as follows:

*First*, the Mayor would deal with the third (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion passed, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the City Council of the third motion (the substitute motion). No vote would be taken on the first or second motions. On the



other hand, if the substitute motion (the third motion) failed then the Mayor would proceed to consideration of the second (now, the last) motion on the floor, the motion to amend.

*Second*, if the substitute motion failed, the Mayor would now deal with the second (now, the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment. If the motion to amend passed, the Mayor would now move to consider the main motion (the first motion) as amended. If the motion to amend failed, the Mayor would now move to consider the main motion (the first motion) in its original format, not amended.

*Third*, the Mayor would now deal with the first motion that was placed on the floor. The original motion would either be in its original format, or, if amended, would be in its amended format.

**PURPOSE OF THE RULE:** Too many motions on the same subject can cause confusion as to what the end result is and in the official record. Limiting the number of motions to no more than three at a time, allows for enough debate and parliamentary maneuvering to satisfy those who want to be clever while allowing the slow to still keep up.

**RULE NO 7: The discussion or debate can continue as long as members of the City Council wish to discuss an item, subject to the Mayor determining it is time to move on and take action by using General Consent to limit debate or by a proper motion by a council member to limit the debate. The following motions are not debatable—a motion to adjourn; a motion to recess; a motion to fix a time to adjourn; a motion to table; and a motion to limit debate.**

**PROCEDURE.** There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the City Council to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the Mayor must immediately call for a vote of the City Council without debate on the motion):

*A motion to adjourn.* This motion, if passed, requires the City Council to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

*A motion to recess.* This motion, if passed, requires the City Council to immediately take a recess. The length should be set in the motion which may be a few minutes or an hour. It requires a simple majority vote.

*A motion to fix the time to adjourn.* This motion, if passed, requires the City Council to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.

*A motion to table.* This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on "hold". The motion can contain a specific time in which the item can come back to the City Council: "I move we table this item until our regular meeting in October." Or the motion can contain no specific

time for the return of the item, in which case the matter will not be placed back on an agenda for a future city council meeting except at the order of the Mayor or the request of any two council members. A motion to table an item requires a simple majority vote.

*A motion to limit debate.* The most common form of this motion is to say: "I move the previous question" or "I move the question" or "I call the question." When a member of the City Council makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote". When such a motion is made, the Mayor should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a simple majority vote of the City Council.

*PURPOSE OF THE RULE.* Debate and discussion are important until they are not. When a matter is chewed on enough, it should be swallowed. This rule allows the Mayor by General Consent or the majority of the council to end the debate, after a reasonable time. It also keeps those in a minority position on an issue from filibustering until they get their way.

**RULE NO 8: Three yes votes are required to pass any item before the council with limited exceptions. The exceptions include a motion to go into close session (executive session) which requires a 2/3 vote of the members present and when the mayor is entitled to vote where specifically allowed by state law on matters that add to or diminish the mayors powers. The Mayor is also entitled to vote when there is a tie vote of the council.**

*PROCEDURE.* If the mayor and all five members of the council are present, a vote of 3-2 passes the motion. A vote of 2-2 with one abstention means the motion fails. If one member is absent and the vote is 2-2, the mayor is entitled to vote.

*PURPOSE OF THE RULE.* Utah statutes set out both the number of the quorum and the minimum vote required on any issue. This rule is meant to clarify that when the entire council is present and voting then it is not a tie when one member abstains. If however the member is absent from the meeting for any reason and the vote is 2-2 then it may be a tie and the mayor may vote as allowed by state statute.

**RULE NO 9: A motion to reconsider any item requires a majority vote to pass, but there are special rules that apply only to the motion to reconsider. First, is timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the City Council if the item is properly on the agenda. In addition, a motion to reconsider cannot be made at a special meeting of the Council unless the number of members of the council present at the special meeting equals or exceeds the number present at the meeting when the action was approved. Second, a motion to reconsider can only be made by a member who voted in the majority on the original motion.**

*PROCEDURE.* If such a member has a change of heart, ~~he or she~~ the member can make the motion to reconsider (any other member of the City Council may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order.

*PURPOSE OF THE RULE.* The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the City Council again and again. That would defeat the purpose of finality. If the motion to reconsider passes, then the original matter is back before the City Council, and a new initial motion is then in order. The matter can be discussed and debated as if it were on the floor for the first time. A new matter brought before the council that has the affect of repealing or amending a previously decided matter is not considered a motion to reconsider. It is a new matter and should be treated as such.

**RULE NO 10: The Mayor and council members shall adhere to the code of conduct.**

*PROCEDURE.* The Mayor, as chair of the meeting, is primarily responsible to see that debate and discussion of an agenda item focuses on the agenda item and the policy in question, not the personalities of the members of the City Council. There are, however, exceptions that are intended to assist the Mayor in keeping order to the meeting. A council member speaker may be interrupted by a council member only for the following reasons and in the form set forth below:

*Privilege.* The proper interruption would be: "point of privilege." The Mayor would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort or safety of the meeting or when the reputation of the council or any individual is at stake. For example, the room may be too hot or too cold, a blowing fan might interfere with a person's ability to hear, or the speaker may be misrepresenting an individual's remarks.

*Order.* The proper interruption would be: "point of order." Again, the Mayor would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor moved on to a vote on a motion that permits debate without allowing that discussion or debate.

*Appeal.* If the Mayor makes a ruling that a member of the City Council disagrees with, that member may appeal the ruling of the Mayor. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the Mayor is deemed reversed. An example could be that the shuts off discussion before the council is ready.

*Call for orders of the day.* This is simply another way of saying, "Let's return to the agenda." If a member believes that the City Council has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the Mayor discovers that the agenda has not been followed, the Mayor simply reminds the City Council to return to the agenda item properly before them. If the Mayor fails to do so, the Mayor's determination may be appealed.

*Withdraw a motion.* To withdraw a motion, the maker of the motion on the floor states, "I request that my motion be withdrawn." The motion to withdraw a motion requires a simple majority vote.

*PURPOSE OF THE RULE.* Debate and discussion should be focused, but free and open. In the interest of time, the Mayor may, however, limit the time allotted to speakers, including members of the City Council. A council member may continue speaking on a majority vote of the Council. The rules of order are meant to create an atmosphere where the members of the City Council and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the Mayor and the members of the City Council to maintain common courtesy and decorum. Only one person at a time will have the floor and every speaker must be recognized by the Mayor before proceeding to speak.

## **RESIDENTS' RIGHT TO BE HEARD:**

It is the Council's goal that residents of the City resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that residents may from time to time believe it is necessary to speak to City Council on matters of concern. Accordingly, the City Council expects any person presenting to the city council to speak in a civil manner, with due respect for the decorum of the meeting, and with due respect for all persons attending.

- No member of the public shall be heard until recognized by the Mayor.
- Public comments will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing or a member of the public is asked to speak on a matter by the mayor.
- An individual signed up to comment may not allocate ~~his/her position or~~ time to another individual.
- Speakers must state their name for the record.
- Any resident requesting to speak shall limit ~~him or herself~~ their comments to matters of fact regarding the issue of concern.
- Comments should be limited to three (3) minutes. Unless prohibited by law, the Mayor may adjust time limitations as deemed appropriate to efficiently manage city business. The Mayor may extend time limits, reduce time limits, set cumulative time limits, discourage repetitive comments, or issue other limitations deemed appropriate, unless prior approval by the Mayor.
- ~~• If a representative is elected to speak for a group, the Mayor may approve an increased time allotment.~~
- ~~• Personal attacks made publicly toward any person or city employee are discouraged are not allowed.~~ Speakers are encouraged to bring their complaints regarding employee performance through the supervisory chain of command in accordance with the City's Personnel Policies.
- ~~• Any member of the public interrupting City Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing City Council, shall be deemed to have disrupted a public meeting and may be expelled from the meeting upon a two thirds vote of the City Council.~~
- Council meetings should be a place where anyone can comfortably observe or participate

AMENDED\_

in city government. It is important to maintain an environment where everyone feels safe and free to express their opinions, views, and concerns. Therefore, clapping, cheering, shouting, booing, or other outward expressions of support or disagreement are not permitted during meetings. Such outward expressions may have a chilling effect on others who may have or want to express differing opinions. An exception to these limitations will be made when the chair invites clapping in recognition of an individual or organization.

- Public comments may be made without interruption, subject to time constraints and civility standards. These standards are not intended to regulate the content of any message, but rather to deter behavior that may be disruptive or impede the orderly conduct of meetings.
- Only one person is permitted to speak at a time and each speaker must be recognized by the Mayor before proceeding to speak. Comments made by a presenter should be directed to the Council. Anyone engaging in discussions beyond the topic before the council may be directed to stop by the Mayor.
- Any person who violates the decorum, order, or procedure of any meeting after a reasonable warning or admonishment may be considered disorderly and expelled pursuant to Utah Code Section 10-3-608.

#### **DISTRIBUTION OF MATERIALS:**

To maintain decorum and ensure the orderly conduct of public meetings, no member of the public may distribute fliers, pamphlets, handouts, signs, signup sheets, petitions, or other written or printed materials within the Council chambers before, during, or after City Council meeting.

Residents wishing to distribute materials, circulate petitions, or gather contact information may do so in the lobby or outside the City building, provided such activity does not obstruct access to entrances or exits or otherwise disrupt city business.

No person may leave or place any materials unattended anywhere within the City building, including the Council chambers, lobby, hallways, restrooms, tables, chairs, or any other surface. Any materials left unattended may be removed and disposed of by City staff without notice.

#### **SIGNAGE:**

Signs are allowed in council chambers. However, signs, placards, banners, hats, costumes, or any other items that obstruct the view of other audience members are not permitted. Signs, placards, banners, props, or similar items shall not be larger than 18 inches in width or height, be illuminated, or be attached to any pole, rod, or other device.

A sign holder should remain seated and not stand in the aisles. Signs must be held or displayed by a seated individual below shoulder height unless the individual is seated on the last row and may not be affixed to walls, doors, or items of décor. These restrictions do not apply to exhibits, displays, and visual aids used in connection with official presentations on agenda items.

# **CITY COUNCIL STAFF REPORT**



**MEETING DATE:** January 15, 2026

**TYPE OF ITEM:** Work Items

**PRESENTED BY:** City Attorney Nic Mills

**SUBJECT/AGENDA TITLE:** Discussion on Kaysville City GRAMA Code and Fee Amendments

## **EXECUTIVE SUMMARY:**

Title 4, Chapter 3 of the City Code governs Government Records Access and Management (GRAMA). Much of the existing chapter restates or duplicates provisions already addressed in state law. In addition, the current code designates the City Council as the City's records appeals board.

State law permits a municipality to either establish a local records appeals board or allow appeals to proceed directly to the Director of Government Records. Staff believes that using the City Council as a records appeals board is not an efficient use of City resources and recommends: (1) eliminating the local appeals board provisions, and (2) clarifying that appeals will be handled in accordance with state law.

Staff further recommends repealing provisions of Chapter 3 that restate or duplicate state law and replacing them with language stating that the City will comply with the state GRAMA statute. This approach reduces redundancy and minimizes the risk of future conflicts or outdated code provisions.

Finally, staff proposes that all fees associated with GRAMA requests be listed in the City's consolidated fee schedule. As part of this update, new fees for email requests and 9-1-1 call records are proposed.

## City Council Options:

1) Approve as presented, 2) Amend ordinance, 3) Table the item for further discussion or review, 4) Take no action

## Staff Recommendation:

The recorder, records clerks, and legal department recommend approval.

## Fiscal Impact:

The adoption of this resolution will have a minimal impact on revenue as most records requests are already charged a fee for staff time to compile the record.

## ATTACHMENTS:

1. GRAMA ordinance

## 2. Fee Schedule Resolution

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## ORDINANCE \_\_-\_\_-\_\_

### AN ORDINANCE AMENDING CHAPTER 3 OF TITLE 4 RELATED TO GOVERNMENT RECORDS ACCESS AND MANAGEMENT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the City is subject to the Government Records Access and Management Act (GRAMA) found in Utah Code Title 63G, Chapter 2; and

**WHEREAS**, GRAMA establishes comprehensive statewide standards governing the classification, retention, access, and disclosure of public records; and

**WHEREAS**, City code currently includes provisions related to government records that duplicate, restate, or are otherwise addressed by GRAMA; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to eliminate unnecessary or redundant local provisions and to expressly provide that the City will comply with applicable state law governing government records.

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

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

**SECTION II: Amendment.** Title 4, Chapter 3, shall be amended to read as follows:

#### 4-3-1 General Purpose.

The City ~~adopts this policy~~seeks to establish guidelines for open government information recognizing the need to maintain and preserve accurate records, provide public access to public records, and preserve the right of privacy of personal data collected or received by the City.

#### 4-3-2 City Policy.

~~In adopting this policy, t~~The City recognizes the enactment of Government Records Access and Management Act by the Utah State Legislature (Sections 63-2-101 et seq., Utah Code Annotated, 1953) and the application of that Act to City records. The purpose of this Chapter is to conform to Section 63-2-701 which provides that each political subdivision may adopt an ordinance or a policy relating to information practices including classification, designation, access, denials, segregation, appeals, management, retention and amendment of records. The intent of this policy is to provide modifications to the general provisions of state ~~L~~law, where allowed, to meet the public needs, operation, management capabilities and resources of the City.

#### 4-3-3 Compliance with State Law.

Unless otherwise expressly provided in this Chapter, the City adopts and shall comply with the Government Records Access and Management Act (GRAMA), Utah Code Title 63G, Chapter 2, as amended. If any provision of this Chapter conflicts with GRAMA, the state statute shall control.

~~In adopting this policy, the City recognizes the following sections of the Government Records Access and Management Act apply to the City and adopts by reference such provisions as part of this Chapter. Any inconsistency or conflict between this Chapter and the following referenced statutes shall be governed by the State statute.~~



<del>Part 1 General Provisions</del>	
<del>§63-2-101</del>	<del>Short title</del>
<del>§63-2-102</del>	<del>Legislative intent</del>
<del>§63-2-103</del>	<del>Definitions</del>
<del>§63-2-104</del>	<del>Administrative Procedures Act not applicable</del>
<del>§63-2-105</del>	<del>Confidentiality agreements</del>
<del>Part 2 Access to Records</del>	
<del>§63-2-201</del>	<del>Right to inspect records and receive copies of</del>
<del>§63-2-202</del>	<del>Access to private, controlled and protected documents</del>
<del>§63-2-205</del>	<del>Denials</del>
<del>§63-2-206</del>	<del>Sharing records</del>
<del>Part 3 Classification</del>	
<del>§63-2-301</del>	<del>Records that must be disclosed</del>
<del>§63-2-302</del>	<del>Private records</del>
<del>§63-2-303</del>	<del>Controlled records</del>
<del>§63-2-304</del>	<del>Protected records</del>
<del>§63-2-305</del>	<del>Procedure to determine classification</del>
<del>§63-2-306</del>	<del>Duty to evaluate records and make designations and classifications</del>
<del>§63-2-307</del>	<del>Segregation of records</del>
<del>§63-2-308</del>	<del>Business confidentiality claims</del>
<del>Part 4 [EXCLUDED]</del>	
<del>Part 5 [EXCLUDED]</del>	
<del>Part 6 Accuracy of Records</del>	
<del>§63-2-601</del>	<del>Rights of individuals on whom data is maintained</del>
<del>§63-2-602</del>	<del>Disclosure to subject of records — Context of use</del>
<del>Part 7 Applicability to Political Subdivision: The Judiciary and the Legislature</del>	
<del>§63-2-701</del>	<del>Political subdivisions to enact ordinances in compliance with chapter</del>
<del>Part 8 Remedies</del>	
<del>§63-2-801</del>	<del>Criminal penalties</del>
<del>§63-2-802</del>	<del>Injunction — Attorney's fees</del>
<del>§63-2-803</del>	<del>No liability for certain decisions of a governmental entity</del>
<del>§63-2-804</del>	<del>Disciplinary action</del>
<del>Part 9 Archives and Records Service</del>	
<del>§63-2-903</del>	<del>Duties of a Governmental Entity</del>
<del>§63-2-905</del>	<del>Records declared property of the State</del>
<del>§63-2-907</del>	<del>Right to replevin</del>
<del>Part 10 Other</del>	
<del>§63-30-10.6</del>	<del>Attorneys' fees for records request</del>

#### **4-3-4 Definitions.**

As used in this Chapter, the following definitions shall be applicable:

Act – Shall refer to the Government Records Access and Management Act §§63-2-101, et seq., Utah Code Annotated, 1953, as amended.

Computer Software Program – The series of instructions or statements that permit the functioning of a computer system in a manner designed to provide storage, retrieval, and manipulation of data from the

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~~computer system, and any associated documentation, manuals, or other source materials explaining how to operate the software program. "Software" does not include the original data or record which is manipulated by the software.~~

~~Controlled—Records shall be those defined as controlled under provisions of the Act.~~

~~Data—Shall refer to individual entries (for example, birth date, address, etc.) in records.~~

~~Dispose—To destroy, or render irretrievable or illegible, a record or the information contained in it by any physical, electronic, or other means, including unauthorized deletion or erasure of electronically recorded audio, visual, non-written formats, data processing, or other records.~~

~~Non-Public—Records shall refer to those records defined as private, controlled, or protected under the provisions of the Act.~~

~~Private—Records shall refer to those records classified as private under the provisions of the Act.~~

~~Protected—Records shall refer to those records classified as protected under the provisions of the Act.~~

~~Public—Records shall refer to those records which have not been classified as non-public in accordance with the provisions of the Act.~~

~~Record—means all books, letters, documents, papers, maps, plans, photographs, films, cards, tapes, recordings, or other documentary materials, and electronic data regardless of physical form or characteristics, prepared, owned, used, received, or retained by the City where all the information in the original is reproducible by some mechanical, electronic, photographic or other means. Record does not mean:~~

- ~~a. —Temporary drafts or similar materials prepared for the originator's personal use or prepared by the originator for the personal use of a person for whom the originator is working;~~
- ~~b. —Materials that are legally owned by an individual in a private capacity;~~
- ~~c. —Materials to which access is limited by the laws of copyright or patent;~~
- ~~d. —Junk mail or commercial publications received by the City or by an officer or employee of the City;~~
- ~~e. —Personal notes or daily calendars prepared by any City employee for personal use or the personal use of a supervisor or such notes, calendars or internal memoranda prepared for the use of an officer or agency acting in a quasi-judicial or deliberative process or pursuant to matters discussed in a meeting closed pursuant to Utah Open Meetings Act; or~~
- ~~f. —Proprietary computer software programs as defined in Subsection c, above that are developed or purchased by or for the City for its own use.~~

~~(Ord. 21-07-03, 7/15/2021)~~

#### **4-3-~~54~~ Public Right to Records.**

1. Members of the public shall have the right to see, review, examine and take copies, in any format maintained by the City, of all City governmental records defined as "public" under the provisions of this Chapter, upon the payment of the lawful fee and pursuant to the provisions of this Chapter and the Act.
2. The City has no obligation to create a record or record series in response to a request from a member of the public, if the record requested is not otherwise regularly maintained or kept.

3. When a record is temporarily held by a custodial City agency, pursuant to that custodial agency's statutory functions, such as records storage, investigation, litigation or audit, the record shall not be considered a record of the custodial agency for the purposes of this Chapter. The record shall be considered a record of the City and any requests for access to such records shall be directed to the City, rather than the custodial agency, pursuant to these procedures.
4. Original documents shall not leave the custody of the City. Document inspection will occur in the conference area of the administrative office building or such other area designated by the Records Officer. Private citizens will not be allowed in the vault where original documents are maintained. The appropriate documents and/or files given to the individual will be accounted for ~~subsequent~~ ~~teafter~~ the individual's inspection and prior to ~~his/her~~ departure from the City offices.

#### **~~4-3-6 Public, Private, Controlled and Protected Records.~~**

- ~~1. — Public records shall be all those City records that are not private, controlled, or protected and that are not exempt from disclosure as provided in Subsection 63-2-201(3)(b) of the Act. Public records shall be made available to any person. All City records are considered public unless they are (A) expressly designated, classified, or defined otherwise by the City in accordance with policies and procedures established by this Chapter, (B) are so designated, classified or defined by the Act, or (C) are made non-public by other applicable law.~~
- ~~2. — Private records shall be those City records classified as "private," as defined in the Act §63-2-302 (Utah Code Annotated, 1953, as amended) and as designated, classified, or defined in procedures established pursuant to this Chapter. Private records shall be made available to the following persons: The subject of the record, the parent or legal guardian of a minor who is the subject of the record, the legal guardian of an incapacitated individual who is the subject of the record, any person who has a power of attorney or a notarized release from the subject of the record or the legal representative of the subject of the record, or any person possessed of and serving a legislative subpoena or a court order issued by a court of competent jurisdiction.~~
- ~~3. — Controlled records shall be those City records classified as "controlled," as defined in the Act, §63-2-303 (Utah Code Annotated, 1953, as amended) and as designated, classified, or defined in procedures established in this Chapter. Controlled records shall be made available to a physician, psychologist, or licensed social worker who submits a notarized release from the subject of the record or any person presenting a legislative subpoena or a court order issued by a court of competent jurisdiction.~~
- ~~4. — Protected records shall be those City records classified as "protected" as defined in the Act, §63-2-304 (Utah Code Annotated, 1953, as amended) and as designated, classified or defined in procedures established in this Chapter. Protected records shall be made available to the person who submitted the information in the record, to a person who has power of attorney or notarized release from any persons or governmental entities whose interests are protected by the classification of the record, or to any person presenting a legislative subpoena or a court order regarding the release of the information and issued by a court of competent jurisdiction.~~

(Ord. 21-07-03, 7/15/2021)

#### **4-3-~~75~~ Privacy Rights.**

1. The City recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records.
2. The City may, as determined appropriate by the City Manager, notify the subject of a record that a request for access to the subject's record has been made.

3. The City may require that the requester of records provide a written release, notarized within thirty (30) days before the request, from the subject of the records ~~in question~~ before access to such records is provided.

#### **4-3-~~86~~ Designation, Classification, and Retention.**

All City records and record series, of any format, shall be designated, classified and scheduled for retention according to the provisions of ~~the Act~~GRAMA and this Chapter. ~~Any records or record series generated in the future shall also be so designated, classified and scheduled for retention. Records designation classification and scheduling for retention shall be conducted under the supervision of the City Manager. Unless otherwise expressly designated in the city's records retention schedule maintained by the state archives, all city records shall be classified and retained in accordance with the State Records Retention Schedule. Records designation, classification, and retention scheduling shall be conducted under the supervision of the City Manager.~~

#### **4-3-~~97~~ Procedures for Records Request.**

1. ~~Under circumstances in which the City is not able to respond immediately to a records request, the~~A records requester shall fill out and present the City a written request on forms provided by the City. The date and time of the request shall be noted on the written request form and all time forms provided under this Chapter shall commence from that time and date. ~~Requesters of non-public information shall adequately identify themselves and their status prior to receiving access to non-public records.~~
2. ~~The City may respond to a request for a record by approving the request and providing the records, denying the request, or such other appropriate response as may be established by policies and procedures.~~
  - a. ~~In most circumstances and excepting those eventualities set out below, the City shall respond to a written request for a public record within ten (10) business days after that request.~~
  - b. ~~Extraordinary circumstances shall justify the City's failure to respond to a written request for a public record within ten (10) business days and shall extend the time for response thereto to that time reasonably necessary to respond to the request, as determined by the City Manager. Extraordinary circumstances shall include, but not be limited to, the following:~~
    - i. ~~Some other governmental entity is currently and actively using the record requested;~~
    - ii. ~~The record requested is for either a voluminous quantity of records or requires the City to review a large number of records or perform extensive research to locate the materials requested;~~
    - iii. ~~The City is currently processing either a large number of records requests or is subject to extraordinary workloads in the processing of other work;~~
    - iv. ~~The request involves an analysis of legal issues to determine the proper response to the request;~~
    - v. ~~The request involves extensive editing to separate public data in a record from that which is not public; or~~
    - vi. ~~Providing the information request requires computer programming or other format manipulation.~~
  - c. ~~When a record request cannot be responded to within ten (10) days, the City Records Officer shall give the requester an estimate of the time required to respond to the request.~~
3. ~~The failure or inability of the City to respond to a request for a record within the time frames set out herein, or the City's denial of such a request, shall give the requester the right to appeal as provided in KCC 4-3-11.~~

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#### 4-3-~~108~~ Fees.

Applicable fees for ~~the processing requests under this Chapter shall be based on the City's actual cost pursuant to Utah Code Section 63G-2-203, unless otherwise provided in the city's consolidated fee schedule.~~ of information requests under this Chapter shall generally be set at actual cost or as otherwise established by this Chapter. The City will charge the following fees for requests relating to the Government Records Access and Management Act.

<del>Review a record to determining whether it is subject to disclosure</del>	<del>No charge</del>
<del>Inspection of a record by requesting person</del>	<del>No charge</del>
<del>Copy Fees</del>	<del>.25 cents per page</del>
<del>Computer Disk</del>	<del>Actual cost (including overhead and time of City staff in preparation of information request)</del>
<del>Other Forms</del>	<del>Actual cost</del>
<del>Miscellaneous Fees</del>	<del>Actual cost</del>

#### 4-3-11 Appeal Process.

- ~~1. Any person aggrieved by the City's denial or claim of extraordinary circumstances may appeal the determination within thirty (30) days after notice of the City's action to the City Manager by filing a written notice of appeal. The notice of appeal shall contain the petitioner's name, address, phone number, relief sought and if petitioner desires, a short statement of the facts, reasons and legal authority for the appeal.~~
- ~~2. If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the City Manager shall send a notice of the requester's appeal to the affected person.~~
- ~~3. The City Manager shall make a determination of the appeal within thirty (30) days after receipt of the appeal. During this thirty (30) day period, the City Manager may schedule an informal hearing or request any additional information deemed necessary to make a determination. The City Manager shall send written notice to all participants providing the reasons for the City Manager's determination.~~
- ~~4. In addition, if the City Manager affirms the denial in whole or in part, the denial shall include a statement that the requester has a right to appeal the denial to the Kaysville City Council within thirty (30) days at the next scheduled meeting.~~
- ~~5. The person may file a written notice of appeal to the Kaysville City Council to be heard at the next scheduled meeting of the Council. If there is no meeting scheduled in the next thirty (30) days, the City Council shall schedule a special meeting for the purpose of hearing the appeal. The final decision of the City Council shall be by majority vote of a quorum of the Council. The Council shall prepare a written decision outlining its final determination and reasons for the final determination.~~
- ~~6. If the City Council affirms the denial, in whole or in part, the person may petition for judicial review in City Court as provided in §63-2-404, Utah Code Annotated, 1953.~~

#### **4-3-~~129~~ Reasonable Accommodation.**

Reasonable accommodations regarding access to governmental records shall be provided to persons with disabilities in accordance with the Americans with Disabilities Act upon request of the applicant.

#### **4-3-~~1310~~ Records Amendments.**

Government records held by the City may be amended or corrected as needed. Requests for amendments, corrections, or other changes shall be made in writing to the City having custody of the records and setting forth, with specificity, the amendment or correction requested. When an amendment or correction of a government record is made, both the original record and the amended or corrected record shall be retained, unless provided otherwise by the Act or other State or Federal law.

#### **4-3-14 Penalties.**

- ~~1. City employees who knowingly refuse to permit access to records in accordance with the Act and this Chapter, who knowingly permit access to non-public records, or who knowingly, without authorization or legal authority, dispose of, alter, or remove records or allow other persons to do so in violation of the provisions of the Act, this Chapter or other law or regulation, may be subject to criminal prosecution in accordance with the Act and disciplinary action, including termination of employment.~~
- ~~2. In accordance with the Act, neither the City nor any of its officers or employees shall be liable for damages resulting from the release of a record where the requester presented evidence of authority to obtain the record, even if it may be subsequently determined that the requester had no such authority.~~

#### **4-3-~~1511~~ Records Officer.**

The City Recorder shall oversee and coordinate records access, management and archives activities ~~and shall make annual reports of records services activities to the City Manager who shall make an annual report of such activities to the Mayor and City Council.~~

#### **4-3-~~1612~~ Records Maintenance.**

1. Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve City records safely and accurately over the long term. The City Recorder shall be responsible for monitoring the application and use of technical processes in the creation, duplication, and disposal of City records. ~~He/she~~The Recorder shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use, and maintenance of records.
2. All City records shall remain the property of the City unless Federal or State legal authority provides otherwise. Property rights to City records may not be permanently transferred from the City to any private individual or entity, including those legally disposable obsolete City records. This prohibition does not include the providing of copies of City records otherwise produced for release or distribution under this Chapter.
3. Custodians of any City records shall, at the expiration of their terms of office, appointment or employment, deliver custody and control of all records kept or received by them to their successors, supervisors or to the City Manager.

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

**SECTION IV: Effective Date.** This ordinance being necessary for the peace, health and safety of the City, shall become effective immediately upon posting.

**PASSED AND ADOPTED by the City Council of Kaysville, Utah, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

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Tamara Tran, Mayor

ATTEST:

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Annemarie Plazier, City Recorder

APPROVED AS TO FORM:

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City Attorney



**RESOLUTION \_\_-\_\_-\_\_**

**A RESOLUTION AMENDING THE KAYSVILLE CITY CONSOLIDATED FEE  
SCHEDULE FOR FISCAL YEAR 2026 RELATED TO GOVERNMENT RECORD  
REQUEST FEES**

**WHEREAS**, the City receives public records requests pursuant to the Government Records Access and Management Act (GRAMA); and

**WHEREAS**, GRAMA authorizes a governmental entity to establish reasonable fees that reflect the actual costs incurred in responding to records requests, including staff time and resources; and

**WHEREAS**, the City desires to amend the fee schedule to include fees for common records requests that reflect the actual cost to the City for providing those records; and

**WHEREAS**, the Kaysville City Council feels that it is advisable to amend the fees.

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

1. **AMENDMENT**. The “Administrative” section of the consolidated fee schedule is amended as follows:

**ADMINISTRATIVE**

Candidate filing fee	(non-refundable) \$100.00
Candidate financial statement late fee	\$50.00
Certified copies	\$5.00
Dog license fee	Established by Davis County Animal Control
Electric reconnection	\$30.00 (After office hours) \$50.00
Electrical disconnect fee	\$30.00
Financial report	(one copy free to a resident upon request) \$5.00
Geographic information services	actual costs (including overhead and staff preparation)
Maps:	
Zoning (Color)	\$20.00
Zoning (large black & white)	\$10.00
Notary Public service	\$5.00
Photocopies:	
Single sided each	each \$.10
Double sided each	each \$.15
Color inkjet printer	each \$.25
Blueprint size	each \$1.00
Postage	Actual cost
Publications:	
General Plan	\$2.00
Title 17	\$15.00
Title 19	\$15.00
Standard drawings and specifications	\$15.00



Research, compilation, editing, etc:*	
First <del>30-15</del> minutes	no charge
After <del>30-15</del> minutes	<del>per hour \$25.00</del> hourly charge based on salary of the lowest paid employee who can perform the request
<u>Subject line summary of email search</u>	<u>\$30.00 (per 500 results)</u>
<u>Emails</u>	<u>\$1.00 per email or attachment</u>
<u>Flash drive</u>	<u>\$10.00</u>
Returned check fee	\$20.00
Utility surety deposit (per meter)	\$100.00
Utility delinquent fee (accounts sent to collections)	\$30.00
Additional Utility Deposit for Delinquent Account Shut Off	\$100.00
Delinquent Notice Fee	\$10.00
* This shall be billed in 15 minute increments. In the sole discretion of the records officer, costs, and anticipated costs, may be required to be paid in full prior to commencing record request fulfillment.	

2. **AMENDMENT**. The “Police” section of the consolidated fee schedule is amended as follows:

**POLICE**

Incident Reports	\$10.00 per report*
Photos	\$15.00 per case*
Audio or Video recordings (e.g. dashcam, bodycam, or other recordings)	\$50.00 per recording*
<u>9-1-1 call recording</u>	<u>\$15.00 per call*</u>
*If the record request requires longer than <del>30-15</del> minutes to research & prepare copies, the city may charge the hourly wage of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request. This shall be billed in <del>quarter hour</del> <u>15 minute</u> increments. In the sole discretion of the records officer, costs, and anticipated costs, may be required to be paid in full prior to commencing record request fulfillment.	

3. **EFFECTIVE DATE**. This resolution shall become effective upon passage and posting.

**PASSED AND ADOPTED** by the City Council of Kaysville, Utah, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Tamara Tran, Mayor

ATTEST:

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Annemarie Plaizier, City Recorder

APPROVED AS TO FORM:

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Nicholas C. Mills, City Attorney