



**NORTH DAVIS FIRE DISTRICT
BOARD OF TRUSTEES**
Station 41, 381 North 3150 West
West Point City, UT 84015
(801)525-2850 ext. 102

Tim Roper, Chairman
Howard Madsen, Vice-Chairman
Erik Craythorne, Member
Mark Shepherd, Member
Jerry Chatterton, Member
Nike Peterson, Member
Gary Petersen, Member
Scott Wig gill, Member
Chad Bangarter, Member

Mark Becraft, Fire Chief
John Taylor, Deputy Fire Chief

**NOTICE & AGENDA
THURSDAY, MAY 28, 2020
6:00 PM**

This public meeting will be both person at Station 41 and electronically in accordance with the March 18th, 2020 Executive Order 2020-5 issued by Governor Herbert: 2020-5: Suspending the Enforcement of Provisions of Utah Code § 52-4-202 and § 52-4-207, and Related State Agency Orders, Rules, and Regulations, Due to Infectious Disease COVID-19 Novel Coronavirus

The public may monitor or listen to the meeting electronically and provide public comment when appropriate by following the instructions below:

- **Join Zoom Meeting at:** <https://us02web.zoom.us/j/89548265502> OR
- **Connect via Telephone:** Dial 1(669)900-9128 and enter **Meeting ID:** 895 4826 5502

Members of the public may also participate in the Citizen Comment item via email prior to the meeting.

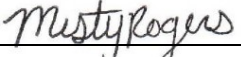
Comments must be received prior to the 6:00 PM Board of Trustees Meeting.

- **Email:** mrrogers@nofires.org
- **Subject Line:** Must be designated as "Citizen Comment – May 28, 2020 Board of Trustees Meeting"
- **Email Body:** **Must** include First & Last Name and Address and a succinct statement of your comment.

1. Call to Order
2. Invocation or Inspirational Thought (*Please contact the District Clerk to request permission to offer the invocation or inspirational thought*)
3. Pledge of Allegiance
4. Citizen Comment *If you wish to make comment to the Board, please email your comments prior to the meeting using the instructions above, or if you have joined the electronic meeting, use the "raise hand" icon if on a computer or dial *9 to indicate that you would like to make a comment. When it is your turn, the meeting host will unmute you. Please clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Board to receive new information and perspectives*
5. Consideration of Approval of Minutes from the April 2020 Board Meeting
6. Consideration of Approval of the North Davis Fire District Bills for April 2020
7. Consideration of Approval of the North Davis Fire District Financial Report
8. Discussion, Public Hearing and Consideration of Resolution 2020R-05, a Resolution Fixing & Prescribing a Policy for Impact Fees for Public Safety Facilities; Adopting an Impact Fee Analysis for the Provision of Said Facilities, Establishing a Service Area for Purposes of Equitable Distribution of Public Safety Impact Fees, and Other Related Matters
 - a. Public Hearing
 - b. Action
9. Discussion, Public Hearing and Consideration of Resolution 2020R-06, a Resolution Adopting a Tentative Budget for Fiscal Year 2021
 - a. Public Hearing
 - b. Action
10. Discussion and Consideration of Resolution 2020R-07, Local Emergency Declaration by the North Davis Fire District
11. Discussion and Consideration of Resolution 2020R-08, Amendments to the North Davis Fire District Policies
12. Fire Chiefs Report

13. Consideration of Adjourning into a Closed Session Pursuant to §52-4-205 (1)(a), Discussion of the Character, Professional Competence, or Physical or Mental Health of an Individual.
14. Consideration of Possible Action from Closed Session
15. Other
16. Motion to Adjourn

Dated and Posted this 21st Day of May 2020


Misty Rogers, District Clerk

On May 21, 2020, a copy of the foregoing notice was posted in conspicuous view in the front foyer of the North Davis Fire District Offices, on the North Davis Fire District website at <http://northdavisfiredistrict.com> and State of Utah Public Meeting Notice website at <http://pmn.utah.gov>. Board Members may participate in the meeting via telephonic communication. If a Board Member does participate via electronic communication, the

Board Member will be on speakerphone. The speakerphone will be amplified so that the other Board Members and all other persons' present will be able to hear all discussions. In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify Misty Rogers, District Clerk, at (801) 525-2850 ext. 102 at least 24 hours prior to the meeting. If you would like to submit written comments on any agenda item, they should be received by the District Clerk no later than the Wednesday prior to the meeting at noon. Comments can be emailed to mrogers@nofires.org.

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Timothy E. Roper, Chairman
Howard Madsen, Vice-Chairman
Erik Craythorne, Board Member
Mark Shepherd, Board Member
Jerry Chatterton, Board Member
Nike Peterson, Board Member
Scott Wiggill, Board Member
Chad Bangerter, Board Member
Gary Petersen, Board Member

Mark Becraft, Fire Chief
John Taylor, Deputy Fire Chief

BOARD OF TRUSTEES MEETING
April 16, 2020 – 6:00 PM

Meeting minutes from the North Davis Fire District Board of Trustee Meeting held at Station 41, 381 North 3150 West, West Point City, UT 84015 on April 16, 2020 at approximately 6:00 PM. This public meeting was held electronically in accordance with the March 18th, 2020 Executive Order 2020-5 issued by Governor Herbert: 2020-5: Suspending the Enforcement of Provisions of Utah Code § 52-4-202 and § 52-4-207, and Related State Agency Orders, Rules, and Regulations, Due to Infectious Disease COVID-19 Novel Coronavirus

The public had the ability to monitor or listen to the meeting electronically as well as provide public comment by joining the Zoom Meeting or connecting via telephone. Members of the public also had the opportunity to participate in the Citizen Comment item via email prior to the meeting. Comments must have been emailed to mr Rogers@nofires.org prior to the 6:00 PM Board Meeting. The subject line must have been designated as “Citizen Comment - April 16, 2020 Board of Trustees Meeting” and the email body must have included the citizens first & last name and address and a succinct statement of their comment.

Board Members Present: Chairman Timothy E. Roper (at Station 41), Vice-Chairman Howard Madsen (via Zoom), Chad Bangerter (via Zoom), Jerry Chatterton (via Zoom), Nike Peterson (via Zoom), Scott Wiggill (via Zoom), Gary Petersen (via Zoom), Mark Shepherd (via Zoom) and Erik Craythorne (via Zoom)

Staff Present: Fire Chief Mark Becraft, Deputy Fire Chief John Taylor, and Misty Rogers (all at Station 41)

Excused:

Visitors:

- 1. Call to Order:** Chairman Roper called the Board of Trustees Meeting to order.
- 2. Invocation or Inspirational Thoughts:**
- 3. Pledge of Allegiance:**
- 4. Citizen Comment:**

5. Consideration of Approval of Minutes from the March 2020 Board Meeting

Board Member Shepherd motioned to approve the minutes from the March 2020 Board Meeting. Board Member G. Petersen seconded the motion.

The motion passed unanimously.

Roll Call Vote:

Chairman Roper (non-voting member)	
Vice-Chairman Madsen (via Zoom) –	Aye
Board Member Chatterton (via Zoom)–	Aye
Board Member Shepherd (via Zoom) –	Aye
Board Member G. Petersen (via Zoom) -	Aye
Board Member N. Peterson (via Zoom) –	Aye
Board Member Bangerter (via Zoom) –	Aye
Board Member Wiggill (via Zoom) –	Aye
Board Member Craythorne (via Zoom) –	Aye

6. Consideration of Approval of the North Davis Fire District Bills for February and March 2020

Board Member Craythorne motioned to approve the February and March 2020 bills. Board Member Chatterton seconded the motion.

The motion passed unanimously.

Roll Call Vote:

Chairman Roper (non-voting member)	
Vice-Chairman Madsen (via Zoom) –	Aye
Board Member Chatterton (via Zoom)–	Aye
Board Member Shepherd (via Zoom) –	Aye
Board Member G. Petersen (via Zoom) -	Aye
Board Member N. Peterson (via Zoom) –	Aye
Board Member Bangerter (via Zoom) –	Aye
Board Member Wiggill (via Zoom) –	Aye
Board Member Craythorne (via Zoom) –	Aye

7. Consideration of Approval of the North Davis Fire District Financial Report

Chief Becraft said that ambulance revenue is moving along and that property taxes revenues could possibly be higher than anticipated. He then said that one hundred percent of the funds budgeted for the purchase of medical supplies during the budget year had been expended as a result of the COVID-19 Pandemic. Chief Becraft informed the board that FEMA may release a stimulus package in which first responders may receive extra Medicaid money to assist with the costs associated with the pandemic.

Board Member G. Petersen motioned to approve the NDFD Financial Report. Board Member Madsen seconded the motion.

The motion passed unanimously.

Roll Call Vote:

Chairman Roper (non-voting member)	
Vice-Chairman Madsen (via Zoom) –	Aye
Board Member Chatterton (via Zoom)–	Aye
Board Member Shepherd (via Zoom) –	Aye
Board Member G. Petersen (via Zoom) -	Aye
Board Member N. Peterson (via Zoom) –	Aye
Board Member Bangerter (via Zoom) –	Aye
Board Member Wiggill (via Zoom) –	Aye
Board Member Craythorne (via Zoom) –	Aye

8. Discussion & Consideration of Resolution 2020R-05, Extending Local Emergency Declaration by the North Davis Fire District for an Additional 30-days.

Chief Becraft stated that because of the uncertainty of the COVID-19 Pandemic, the Davis County Emergency Operations Center (EOC) and other health agencies were recommending extensions of emergency declarations. He then recommended that NDFD’s Local Emergency Declaration be extended for an additional 30-days. as it would likely allow the District to qualify for FEMA reimbursement.

Board Member G. Petersen commented that it would be a prudent to extend the Local Emergency Declaration because of the uncertainty of COVID-19. He then stated that the fire district plays a role not only in the fire issues, but also the health issues.

Board Member N. Peterson agreed and asked if the mechanism for declaring a state of emergency for the fire district needed to come from the Chief or the Board. Chief Becraft said that because it is unclear if NDFD falls under the umbrella and receives protection from the State or FEMA, it was his recommendation to extend the Local Emergency Declaration. He then stated that the District has been applying to FEMA for reimbursement for about 75 percent of the costs incurred so far.

Board Member Bangerter asked if the extension would provide coverage until May 30th. Chief Becraft said that declaration specifically stated 30-day increments. Misty Rogers mentioned that she felt more comfortable extending the emergency declaration every 30 days by resolution, not just a ratification vote as this would provide an actual adopted document to send to FEMA. She said this was a new Resolution that just extended the original Resolution. Board Member G. Petersen stated that if that means the clock starts today for another 30-days, then at our next meeting, if it had to be extended again, we would have a gap between May 16th and May 21st. He then stated that the board should extended 30-days from the beginning Resolution, then they should extend 30 days from when that one expired and so on. Board Member Bangerter said the wording that bothered him was the second to last paragraph where it stated that “... a local emergency exists in North Davis Fire District response area, and shall remain in effect for no longer than 30-days, unless ratified by the North Davis Fire District Board of Trustees, and continue for up to an additional 30-days.” He said we were ratifying the original Resolution which gave us the ability to continue for another 30-days, but not allow us to extend it as written. The original Resolution declared the emergency for 30-days but gave the ability to extend to 60-days if ratified by the board. He then stated that the District should be covered until April 30th with the original Resolution and ratification by the board would extend coverage for another 30-days (May 30th). Chairman Roper asked if the board could just do an amendment to the Resolution and wanted to know the best way to proceed. Board Member G. Petersen said that the board is not amending the resolution; they are only exercising the right to extend the declaration for another 30-days. Chief Becraft said that extending the Local

Emergency Declaration should provide coverage to the District through the May 28th Board Meeting. He then stated that more COVID-19 Pandemic information should be available by the May 28th meeting.

Board Member Shepherd motioned to extend the Local Emergency Declaration by the North Davis Fire District. Board Member Bangerter seconded the motion.

The motion passed.

Roll Call Vote:

Chairman Roper (non-voting member)	
Vice-Chairman Madsen (via Zoom) –	Aye
Board Member Chatterton (via Zoom)–	Aye
Board Member Shepherd (via Zoom) –	Nay
Board Member G. Petersen (via Zoom) -	Aye
Board Member N. Peterson (via Zoom) –	Aye
Board Member Bangerter (via Zoom) –	Aye
Board Member Wiggill (via Zoom) –	Aye
Board Member Craythorne (via Zoom) –	Aye

9. Discussion of North Davis Fire District Impact Fee Analysis

Chief Becraft said the Impact Fee Analysis has been completed and the District is at capacity. He said that the Draft Impact Fee Analysis being presented changed considerably from the previous Impact Fee Analysis and a fee increase for residential and a fee decrease for commercial occurred. The analysis recommends the commercial square footage fee to decrease to \$0.20 a square foot and the residential fee increase from \$136.68 to \$368.30. The Impact Fee Analysis shows the growth in housing and commercial and the impact it has on the district. The analysis calculates the cost for capital improvements, apparatus, a remodel to Station 42, and an additional station in the future. This does not account for the paramedic program slated for the future. The growth incurred over the past ten years has been substantial and the call volume will increase. We will be asking for public comment in May. Chief Becraft asked the board if they had any questions.

Board Member G. Petersen asked what was considered non-residential? For example, are nursing homes considered residential or non-residential? Chief Becraft answered that facilities such as nursing homes are considered residential for the bedrooms and non-residential for commercial and common space.

Board Member G. Petersen asked if the commercial rates decreased because the District is not receiving as many commercial calls? Chief Becraft said he is unsure; however, the amount of new construction for residential is likely more than that of commercial.

Board Member Chatterton asked if an apartment building is considered one building permit or one unit. Deputy Chief Taylor answered that that each apartment building is issued a building permit, however the number of units in each building are counted and assessed separately on the permit. For example, there are six different apartment buildings being built by the Smith's in West Point. The District would receive six different impact fees based on how many units there are in each building. There is also a club house which is non-residential, and the District would assess \$0.56 a square foot for that building. The Clearfield Junction project is a mixed use where there's residential units and commercial space. The District would receive approximately \$136 per unit for each residential unit plus \$0.56 a square foot for the commercial space and any common space like a gym.

Board Member G. Petersen said Chief Becraft mentioned the improvements to Station 42, he then asked if the Impact Fee Study would need to be modified if the improvements were not approved. Chief Becraft said that he did not think it would need to be modified because it just indicates what is needed as capital growth for the district. He then said it follows the standard that they use for number of calls and population being served and how much of an impact it had on the District.

Board Member N. Peterson commented that she was glad to see the analysis recognize that anticipated growth is in the residential sectors. She then stated that commercial impact fees being lowered, and the District will have the opportunity to collect from the development with the higher demand for service. Board Member N. Peterson stated that several years ago Clearfield City reduced impact fees for commercial development. The reduction to commercial impact fees has helped to promote commercial growth and more cost effective. She then asked when this item would be scheduled for a potential discussion and action. Chairman Roper indicated it additional discussion and consideration for action would be on May 28th.

Chairman Roper excused Board Member Shepherd from the meeting due to another commitment he had to attend.

10. Discussion of the North Davis Fire District Budget for Fiscal Year 2021

Chief Becraft said that staff has worked diligently on the tentative budget while preparing for the COVID-19 Pandemic. He asked the board if they had any questions.

Board Member G. Petersen said he thought it was discussed and determined last year that the prior year's budget information would be placed next to the tentative budget information so that the board could see the changes from year to year. He then wanted to know if it was possible to add the prior budget year's information to the tentative budget document. Misty Rogers said that she did not add the prior year's budget information to the Capital Projects page. However, she did believe that the prior year's information was placed on the side of each page of the tentative budget document. Board Member G. Petersen said he has not looked at the tentative budget document in detail. Board Member Bangerter said this budget was set up differently than the city's budget. He stated that his city's budget lists the tentative budget and budget information for 2019 and 2018. Board Member Bangerter stated that the advantage to producing a budget document like his city's is that the board can look at it quickly and see what was budgeted and spent. He then stated that it is easier to explain to a resident why so much money was spent on a certain thing.

Ms. Rogers said she did not list individual wages from the prior year, but the board could see the differences between the tentative budget and the total from the prior year. She then stated that tentative budget includes the proposed amount and the prior year amount for Retirement, Health Insurance, Subscriptions and Memberships, Travel and Training, and Office Supplies. Ms. Rogers stated that she did not breakdown individual items in Equipment Maintenance for the prior year because she moved items from one page to another. Board Member Bangerter said that the budget document made sense to him, but it just looked different from what he is used to seeing since he was a new board member.

Board Member G. Petersen said in looking at wages the budgeted amounts for the prior year (FY2020) did not show. He then stated that it was a surprise to see that the wages in the tentative budget increasing nearly \$400,000 without a presentation for the differences from last year to this year. Chief Becraft apologized and said he thought the information was given out to everyone. He said that Utah Retirement

Systems Tier II increased due to a state mandate in retirement. The District had to increase retirement contributions nearly \$80,000 to fund the Tier II mandate. Chief Becraft stated that health insurance premiums increased approximately \$120,000. Ms. Rogers noted that at the beginning of last fiscal year several employees eligible for benefits either stayed on their parent or spouse's insurance plan or took single health insurance coverage. Since then, the District has had numerous employment changes and the District has more employees and their families utilizing the health insurance program than ever before. Chief Becraft went on to state that administration completed a wage study and added an additional part-time human resource position. He then stated that the District is struggling to keep adequate manning with part-time staff. In many cases to keep from running below minimum manning, the District is paying significant amounts of overtime. Chief Becraft stated that many of the surrounding departments have done away with part-time positions, however he feels that NDFD is not big enough nor did he want to get rid of part-time. He stated that part-time employees are valuable and important to the District. However, at the end of the day, the District has a difficult time getting part-time employees to come back to work to cover sick leave when the District is running short. There for the tentative budget proposes the hiring of an additional six full-time firefighter positions and three Captain promotions. Chief Becraft stated that the hiring of additional positions is probably the biggest part of the increase. Chief Becraft stated with the COVID-19 Pandemic, if an employee works full-time for another agency, some of those agencies are saying they cannot work part-time at another agency because it puts them at risk from working their full-time jobs. He said again that he values the part-time people and wants to keep them in the mix.

Chief Becraft stated Travel and Training line items are budgeted close to what they were last year. However, if the COVID-19 Pandemic continues, the District will save a large amount of the money because many trainings and conferences could be through August. He then stated that Capital Expenditures indicate a remodel of Station 42. There are six people currently assigned to Station 42 and the building is being used at full capacity. The Paramedic Program could be up and running within a year or two and NDFD will likely have a unit which would need to be assigned to Station 42. Chief Becraft stated that the county agrees that if the paramedic program succeeds, a paramedic unit should run out of Station 42. He then stated that the District has a diverse group of firefighters, including women, and that station was not built to house six people and provide adequate facilities. Chief Becraft said that a state contractor looked at the Station 42 and agreed that there is enough square footage to remodel and adequately house six people and make code compliant. The current space at Station 42 is not being utilized correctly. Chief Becraft stated that eventually the District would like to build another station then they could take Station 42 down to four people.

Chairman Roper said that running short at Station 42 takes employees and the Battalion Chief away from Station 41. He then stated that in many cases the Battalion Chief is playing several roles, acting as the station Captain and running as the second person on an incident. Many times, Station 41 has only two people on duty and if they are dispatched to a call, the station is left empty. Chairman Roper stated running short is a big issue and adds liability to the District. He then stated that if the board cuts the proposed six positions, the District will likely end up paying significant amounts of overtime.

Board Member G. Petersen said station manning is not a new problem and it is something NDFD has been dealing with for a while. He indicated the tentative budget included a lot of improvements and the budget has been tight for several years. Board Member G. Peterson asked what mechanism the board would use to balance the budget because it would not be revenues. Chief Becraft said this tentative budget would be balanced with impact fees and fund balance. He then stated that adding six additional

full-time firefighter positions to the current staffing is his recommendation for minimum manning. If the Board wanted to do business as usual and cut the six proposed positions administration would, however the District will likely continue to be understaffed. Chief Becraft stated that it is a bad year to increase the budget, especially with the COVID-19 Pandemic. That is why this year the increase would be covered by impact fees and fund balance. However, the use of impact fees and fund balance would not be sustainable and next year the board would likely need to find ways to increase revenue. Board Member G. Petersen said he agreed with Chief Becraft and just wanted to know where the money was coming from. He stated that wages and insurance were ongoing expenses but if the District were reducing reserves in order to meet the budget, then the District would have a problem next year because we would not have money to meet that budget.

Chairman Roper indicated that this budget did not reflect impact fees which will likely be received from the Lifetime Products project. He said the District should not count impact fee revenue until having received them. Chief Becraft indicated that if the board wanted to cut the six new positions, he would but he also wanted to make the board aware that FEMA had a Safer Grant for new positions and that Deputy Chief Taylor plans to submit an application. He asked Chief Taylor to give a little more information about that grant. Deputy Chief Taylor said the Safer Grant was federal funding that provides 75 percent of the wages and benefit costs for an entry level firefighter for the first two years and 35 percent of wages and benefits for the third year. After that, the District would be liable for the full cost of the position. Chief Taylor stated that a requirement to the Safer Grant is that there cannot be a reduction in force for those positions for a minimum of five years. Board Member G. Petersen wanted to know if that funding was a good reliable source. Deputy Chief Taylor said that the District has not applied for the Safer Grant in the past. He then stated that the grant is for new positions only, not current positions. The application period is open through May, the grant awarded in June, and funding would start July 1. Board Member Bangerter wanted to know what the chances were on the District receiving the grant. Chief Taylor said it probably depended on how well he wrote the grant and how many departments across the nation put in for the grant. He said the grant was for six hundred million dollars.

Board Member Bangerter wanted to know what the six positions would cost the district. Chief Becraft answered it is for six full-time positions and three Captain promotions. The new positions would put manning at six at Station 42 and four at Station 41 with a battalion on duty. Board Member G. Petersen said from his previous experience working on the budget, it would round out to be about \$100,000 each for the entry level and captain positions. He also asked if adding the six new positions would reduce the part-time wages by about \$600,000? Chief Becraft said it could, however part-time wages were not reduced because the District ends up using the funds to cover leave. He then expressed his concern with operating with minimum staffing and providing adequate coverage. Chief Becraft stated that surrounding agencies are hiring for full-time. For example, Layton plans to hire eight, Syracuse plans to hire four, and Roy is currently hiring. Chief Becraft stated that the District needs to stay competitive or employees will leave. A board member asked what will happen if the District hires for the six positions but do not receive the grant? Chief Becraft said that the board should commit to the positions and if District receive the grant impact fee and fund balance may not have to be used.

Board Member G. Petersen said the Capital Projects fund is viewed as the Districts reserves. He stated that the District began the current year budget at \$831,000, which is already a few hundred thousand below what it used to be. Over the past few years, the District has used reserves. Board Member G. Peterson stated with the Station 42 improvements costing \$393,000, the District would end the year at \$529,000 and he thought it was dangerously low. Chief Becraft said there was the capital fund and the

general fund. He agreed and said he did not like spending the reserves, however there is a need for more manning, and that it is his responsibility to educate and inform the board that District has been running at minimum staffing. Administration is asking for what is needed and what our neighbors are providing. He then stated that using reserves in the tentative budget was just a way to balance the budget this year and letting the Board know that that there are decisions that needed to be made in the future. Chief Becraft stated that proposed positions will help with the increased call volume and the minimum staffing levels on a working structure fire. He mentioned that the District has had 24 different employees within the last two years. Ms. Rogers stated that nine of those employees were full-time and the other 15 plus were part-time. She said it was very intimidating to bring this budget to the board because it had so much in it. However, administration has seen several times where there was only minimum staffing and full-time employees are staying to ensure the District is covered. She then said that a several employees are easily working 130 hours during a pay cycle because we cannot get part-time to fill leave.

Board Member Bangerter said the two biggest things he saw on this tentative budget were the remodel for the station and the employees. Between the two we were looking at \$800,000 to \$1,000,000. As far as the employees, he asked the Chief if six positions were the minimum or if four positions would for now or even three this year and three next year. Board Member N. Peterson said the proposed positions would provide one captain and one additional employee per shift. She said the District automatically uses multiples of three because of the rotation. Chairman Roper mentioned that there had been discussions about manning before all the pandemic stuff. He said that the board needs to make a crucial decision on moving forward with the tentative budget. The proposed positions and the station remodel are essential; however, the board must decide to move forward with or remove the new positions and the station remodel. Chairman Roper stated that parts of Station 42 are outdated and he out of compliance and he welcomed anyone to walk through that station. Board Member Bangerter stated that if we were to hire six employees now, we would not be able to house them. He asked do we do the remodel now and then hire the employees next year? Chairman Roper said he thought we needed to do both.

Board Member N. Peterson said the station remodel is a one-time expense and should be considered separate from the additional positions. The station remodel is a onetime expense; however, the additional positions is an operational cost that would continue year after year. Board Member N. Peterson said she too is nervous to pull funds from impact fees or fund balance. However, the station remodel is a onetime expense. She then expressed her concern with how often the West Point station (Station 41) is understaffed because manning is being pulled to Clearfield. Board Member N. Peterson asked how they will they answer public inquiry if the District does not have adequate staffing. She then stated that parts of Station 42 are not code compliant and the District and the city are enforcers of that code. She then stated that speaking as a woman, there are not adequate facilities at that station to for the women. There are liability issues in not providing those services and facilities for your employees. This could create issues with regards to providing facilities for men and women, gender neutral and transgender. Board Member N. Peterson expressed the need for the board to have additional discussions regarding the remodel of Station 42. She if the board were alright with the liability it puts on the district for not making the needed changes.

Board Member G. Petersen said with regards to liability, if we were a voluntary fire department, then you have what you have and you provide what you can provide and you can't be held liable because you don't have a full-time fire department. He said the same pertains to this district. He did not believe the District's liability would grow if we provided services within the budget recommendations that we had. Board Member G. Petersen said it did not mean that they should not be looking for ways to provide the

best services possible. He then stated that normally, if the board were to talk about a major item like spending the money to remodel a fire station, it would have come to the board in a precursor meeting of whether we should pursue this as an option.

Board Member G. Petersen went back to staffing and said as we changed and added the Battalion Chiefs, it was the decision at that time that Station 41 wouldn't have a captain at all times and the Battalion Chief would act as captain because we couldn't fund another captain position. He said there was a middle ground where we could still do three positions and our Battalion Chief could still act as the captain at Station 41. He said he got a little nervous budgeting for the six new positions, especially if the District were looking at a grant that they did not know if they would receive. He indicated that he agreed with Board Member N. Peterson regarding the capital project fund and impact fees.

Chairman Roper indicated that he wanted to bring up the new fire station just as an item that needed to be discussed. Board Member Madsen said he understood the need to remodel the station, however felt like they were being put into a position to where they had to do it or else in a year or two we they would be in trouble. Chairman Roper stated that he was in no way bringing it to the board as an "or else," he said he just thought it needed to be brought to the board as an item that needed to be discussed as we looked at the budget. This was done before the pandemic and because of COVID-19, there may need to be some very big cuts. Chairman Roper stated that the impact on the economy is currently unknown and it is difficult to project what will happen in the future. That is why he thought it was important for the board to have this discussion. Board Member G. Petersen indicated that he too was worried about the economy and expected the home values to go down. He said he felt like the current environment would have led to the presentation of a conservative budget rather than a growth in the budget, which was being presented tonight.

Chairman Bangerter said he felt this was a beginning to discussions regarding these items and he appreciated that they were being brought up for further discussion.

Board Member Craythorne said the needs for remodeling that station are not something new to the board, they were discussed ten years ago and have only gotten worse. He stated that the remodel is being talked about as a line item in the budget and there probably needed to be more discussion on the groundwork first. Board Member Craythorne stated that he did not want to throw money into a remodel and still have a bad building in the end. He said it is a great discussion, but it is going to take some time to further discuss the needs and the wants of the District. He then expressed the need to err on the side of being conservative and then stated that NDFD could still provide services with the current staffing and without the remodel.

Chairman Roper asked if the board would like the station remodel and the proposed positions be removed from the tentative budget draft and they work with them down the road. Board Member G. Petersen said he thought that they had time to discuss these items. Ms. Rogers stated that a tentative budget must be approved by May and a final in June. The reason why she pushed to have these items in the budget was so they would be brought up for discussion. Ms. Rogers then stated that because a line item was in the tentative budget did not mean it had to happen in the final budget. For example, even if the remodel shows up in the capital projects line it did not mean that it must be done. She stated again that she felt that these items needed to be discussed by the board. Board Member G. Petersen said these were all valid needs that needed to be done but it is whether the District can accomplish it. He said as a

board their biggest responsibility is to pass a budget. If they put something in the budget, it is the same as giving authority to spend it so they must be careful.

Chairman Roper asked if the District should consider truth and taxation. Board Member Craythorne said they should consider going through the process and notice it. He said things were changing so rapidly right now and things may change by August when the decision needed to be made.

Chief Becraft thanked the board for their input. He said he did not want the tentative budget to be a sticker shock but just wanted to educate the board on what the minimum standard was, and it is at least a captain on every engine and at least three firemen. If we have two firemen, then we will do what we are supposed to, but the safety and manning issues are real. The whole platform for our part-time people were mainly gone. He just wanted to try and keep up with the standard and volume that we had compared to our neighboring communities.

Chairman Roper wanted more clarification from the board and said they would remove the remodel out of the tentative budget but wanted to know if the six new positions should be removed as well. Board Member Bangerter said he would like a couple of days to review the budget and find out more information before items were removed. Board Member G. Petersen agreed with Board Member Bangerter and that the board had another meeting before approving tentative budget. Chairman Roper asked the board if they would like to schedule an extra meeting to discuss the tentative budget and the needs of the District. Board Member Chatterton said that all board members need to take a closer look at the budget and contact Chief Becraft of Ms. Rogers if they had any questions. Board Member Bangerter said he did not think an extra meeting and would give the Chief or Misty a call if he had any questions.

11. Discussion of Future Amendments to the North Davis Fire District Policies

Chief Becraft said that he had just received a rough draft of the employee policy and it was headed for legal review. He said the board should hopefully receive a draft copy in about a week. Chief Becraft stated that the employee policy is a large document that needed to be looked at by the board.

Ms. Rogers said Board Members N. Peterson and Chatterton have been in to review the Administrative Policy. There were some grammatical errors and some things that we were not sure we needed in the policy. She asked the board members if they have had a chance to review the policy. She went through some of the changes that she thought needed to be made. She said on page 36, item number 5 and 10, Board Member N. Peterson wanted some changes made and asked if she could comment on those items. Board Member N. Peterson said she wanted to remove this item because as a board, they only had the authority to hire and fire one person and that would be the chief officer. After that, the fire chief had the authority to do the hiring from there down. She said her concern was that the way it was written, it could be construed that a hire had not come to the board for a review. She thought it was unnecessary and should not be in the policy.

Board Member Bangerter said he agreed with Board Member N. Peterson. As it allowed for an employee to go over the fire chief and to the board prior to administration reviewing the situation. Chairman Roper agreed. He said Board Member Madsen had another commitment and would be leaving the meeting. Board Member Chatterton agreed with the rewriting of item number 5 to be for information purposes only to the board.

Ms. Rogers said because the policy already included the board code of ethics, page 138 was omitted. She reminded the board members to complete and return the Conflict of Interest, Code of Ethics and HIPPA (Health Insurance Portability and Accountability Act) forms that were emailed to them. She said at the last meeting there was a discussion about changing the finance officer to finance director, which has been done. The district personnel policy would include an organizational chart that would indicate where everyone fits in the organization for clarification.

Chairman Roper said there was not any action that needed to take place at this time, it was for discussion purposes only. He then requested that each board member review and get familiar with it the document.

10. Fire Chiefs Report

Chief Becraft reported on the following:

- a. The District is receiving daily updates from the state, county, and health officials regarding Covid-19 and making sure our firemen were staying safe. Administration is keeping track of the emergency supplies being purchased for Covid-19 which, presently, was around \$29,000. The District is in the process of asking FEMA for reimbursement of these items and the District may receive reimbursement as a Medicaid provider and could possibly receive reimbursement for wages due the pandemic. Chief Becraft stated that he receives list of people within the District who have tested positive for the virus. This information is only used in case that we get a call out to them. Chief Becraft stated that the District has masks and PPE for all the firefighters, however we could run out of quickly. The stations are still on lockdown and employees are having their temperatures taken regularly. The District already has an auto aid and mutual aid agreement in place with the surrounding cities. If the District were to enter a red status with forty percent of our personnel or the surrounding departments personnel lost to the virus, people could automatically be placed into those positions.

Chief Becraft mentioned that all the money being spent on this pandemic is not in vain. The District is more prepared than ever to take care of the communities in the future. It is money well vested.

- b. Deputy Chief Taylor is busy with development and inspections.
- c. Chief Becraft said he is been assigned to the Tactical Working Advisory Committee for the Hill Air Force Base use plan.

11. Other

12. Motion to Adjourn

Board Member Chatterton motioned to adjourn.
Board Member N. Peterson seconded the motion.
The motion passed unanimously.

Passed and adopted the _____ day of May 2020

Timothy E. Roper, Chairman

ATTEST:

Misty Rogers, District Clerk

DRAFT

North Davis Fire District
Transaction List by Vendor
April 2020

Type	Date	Num	Memo	Account	Clr	Split	Amount
A-1 Uniforms							
Bill Pmt -Check	04/01/2020	15584		1-10100 · Cash Zio...	X	1-20100 · ...	-209.64
Bill Pmt -Check	04/02/2020	15654		1-10100 · Cash Zio...		1-20100 · ...	-148.47
Bill Pmt -Check	04/13/2020	15618		1-10100 · Cash Zio...		1-20100 · ...	-396.49
Accutel							
Bill Pmt -Check	04/13/2020	15619		1-10100 · Cash Zio...		1-20100 · ...	-8.37
Ace Hardware							
Credit Card C...	04/01/2020	Kiing		1-20150 · Zions VISA	*	1-41200 · ...	-108.56
AFLAC							
Bill Pmt -Check	04/01/2020	15585	Acct...	1-10100 · Cash Zio...	X	1-20100 · ...	-1,464.20
Bill Pmt -Check	04/02/2020	15655	Acct...	1-10100 · Cash Zio...		1-20100 · ...	-1,495.16
Bill	04/25/2020	444946	Acct...	1-20100 · Accounts...		-SPLIT-	-1,495.16
Airgas Intermountain Inc							
Bill Pmt -Check	04/01/2020	15586	Pay...	1-10100 · Cash Zio...	X	1-20100 · ...	-37.68
Bill Pmt -Check	04/02/2020	15656	Pay...	1-10100 · Cash Zio...		1-20100 · ...	-48.40
Bill	04/06/2020	9100...	Pay...	1-20100 · Accounts...		1-41800 · ...	-53.39
Bill Pmt -Check	04/13/2020	15620		1-10100 · Cash Zio...	X	1-20100 · ...	-180.59
Bill	04/20/2020	9100...	Pay...	1-20100 · Accounts...		1-41800 · ...	-48.40
Allen Hadley							
Bill	04/01/2020			1-20100 · Accounts...		1-40300 · ...	-150.00
Bill Pmt -Check	04/13/2020	15621		1-10100 · Cash Zio...		1-20100 · ...	-150.00
Amazon							
Credit Card C...	04/01/2020	Rogers		1-20150 · Zions VISA	*	1-40300 · ...	-104.33
Credit Card C...	04/01/2020	Rogers		1-20150 · Zions VISA	*	1-40300 · ...	-158.47
Credit Card C...	04/06/2020	Rogers		1-20150 · Zions VISA	*	1-41800 · ...	-299.98
Credit Card C...	04/06/2020	Rogers		1-20150 · Zions VISA	*	1-41800 · ...	-305.98
Credit Card C...	04/08/2020	Rogers		1-20150 · Zions VISA	*	1-41200 · ...	-258.54
Credit Card C...	04/08/2020	Rogers		1-20150 · Zions VISA	*	1-40700 · ...	-18.98
Credit Card C...	04/09/2020	Rogers		1-20150 · Zions VISA	*	1-40300 · ...	-98.70
Credit Card C...	04/13/2020	Rogers		1-20150 · Zions VISA	*	1-41200 · ...	-25.99
Credit Card Cr...	04/15/2020	Rogers		1-20150 · Zions VISA	*	1-40300 · ...	104.33
Credit Card C...	04/15/2020	Rogers		1-20150 · Zions VISA	*	1-43200 · ...	-10.99
Credit Card C...	04/15/2020	Rogers		1-20150 · Zions VISA	*	1-41800 · ...	-17.97
Credit Card Cr...	04/15/2020	Rogers		1-20150 · Zions VISA	*	1-40300 · ...	99.00
Credit Card C...	04/16/2020	Rogers		1-20150 · Zions VISA	*	1-41800 · ...	-159.95
Apparatus Equipment & Service, Inc							
Bill Pmt -Check	04/13/2020	15622		1-10100 · Cash Zio...	X	1-20100 · ...	-3,302.42
Bill	04/30/2020	20-IV...	Nort...	1-20100 · Accounts...		-SPLIT-	-5,738.96
Apple.com							
Credit Card C...	04/28/2020	Taylor		1-20150 · Zions VISA	*	1-40740 · ...	-8.56
AT&T							
Bill Pmt -Check	04/01/2020	15587	Acct...	1-10100 · Cash Zio...	X	1-20100 · ...	-1,341.68
AT&T Mobility							
Bill	04/20/2020	0428...		1-20100 · Accounts...		1-43200 · ...	-1,640.23
Bell Janitorial Supply							
Bill Pmt -Check	04/01/2020	15588		1-10100 · Cash Zio...	X	1-20100 · ...	-764.71
Bill	04/02/2020	1000...	Acct...	1-20100 · Accounts...		1-41200 · ...	-98.88
Bill	04/07/2020	0001...	Acct...	1-20100 · Accounts...		1-41200 · ...	-218.40
Bill	04/07/2020	1000...	Acct...	1-20100 · Accounts...		1-41200 · ...	-143.84
Bill Pmt -Check	04/13/2020	15623		1-10100 · Cash Zio...	X	1-20100 · ...	-362.24
Bill	04/29/2020	0017...	Acct...	1-20100 · Accounts...		1-41200 · ...	-110.10
Benchmark Insurance Company							
Bill	04/01/2020	77191...	Poli...	1-20100 · Accounts...		1-43400 · ...	-5,311.00
Bill	04/30/2020	77D2...		1-20100 · Accounts...		1-43400 · ...	-8,777.00
Blomquist Hale Consulting Group, Inc							
Bill	04/01/2020	APR2...	Emp...	1-20100 · Accounts...		1-41000 · ...	-225.00
Bill Pmt -Check	04/13/2020	15624	Emp...	1-10100 · Cash Zio...		1-20100 · ...	-225.00
Blueline Services							
Bill	04/30/2020	47959		1-20100 · Accounts...		1-42440 · ...	-80.00
Boundtree Medical Supplies							
Bill Pmt -Check	04/01/2020	15589		1-10100 · Cash Zio...	X	1-20100 · ...	-1,355.25
Bill Pmt -Check	04/02/2020	15657		1-10100 · Cash Zio...		1-20100 · ...	-985.30
Bill	04/09/2020	8358...	Acct...	1-20100 · Accounts...		1-41800 · ...	-66.96
Bill Pmt -Check	04/13/2020	15625		1-10100 · Cash Zio...	X	1-20100 · ...	-338.46
Bill	04/17/2020	8359...	Acct...	1-20100 · Accounts...		1-41885 · ...	-930.00
Purchase Order	04/19/2020	1860		2 · Purchase Orders		-SPLIT-	-190.85
Bill	04/21/2020	8359...		1-20100 · Accounts...		-SPLIT-	-55.30
Bill	04/24/2020	8360...		1-20100 · Accounts...		-SPLIT-	-62.40

North Davis Fire District
Transaction List by Vendor
April 2020

Type	Date	Num	Memo	Account	Clr	Split	Amount
Cardwell Distributing Inc.							
Bill Pmt -Check	04/01/2020	15590		1-10100 · Cash Zio...	X	1-20100 · ...	-668.42
Charlie's Service Center							
Bill Pmt -Check	04/01/2020	15591		1-10100 · Cash Zio...	X	1-20100 · ...	-225.90
Bill	04/02/2020	85746		1-20100 · Accounts...		1-43300 · ...	-253.13
Bill	04/02/2020	85741		1-20100 · Accounts...		1-43300 · ...	-263.86
Bill Pmt -Check	04/13/2020	15626		1-10100 · Cash Zio...		1-20100 · ...	-516.99
Bill	04/29/2020	86112		1-20100 · Accounts...		1-43300 · ...	-207.22
Child Richards (CPA)							
Bill Pmt -Check	04/01/2020	15592	Clie...	1-10100 · Cash Zio...	X	1-20100 · ...	-337.50
Bill Pmt -Check	04/13/2020	15627	Clie...	1-10100 · Cash Zio...	X	1-20100 · ...	-975.00
Bill	04/30/2020	107637	Clie...	1-20100 · Accounts...		1-42410 · ...	-450.00
Child Support Services							
Check	04/03/2020	15482	Payr...	1-10100 · Cash Zio...	X	1-20307 · ...	-290.22
Check	04/17/2020	15485	Payr...	1-10100 · Cash Zio...	X	1-20307 · ...	-290.22
Chris Belliston *							
Bill	04/02/2020		Clea...	1-20100 · Accounts...		1-40300 · ...	-150.00
Bill Pmt -Check	04/13/2020	15628	Clea...	1-10100 · Cash Zio...		1-20100 · ...	-150.00
Clearfield City Corp							
Bill Pmt -Check	04/02/2020	15658		1-10100 · Cash Zio...		1-20100 · ...	-7,084.00
Bill	04/06/2020			1-20100 · Accounts...		1-43200 · ...	-244.71
Bill Pmt -Check	04/13/2020	15629		1-10100 · Cash Zio...	X	1-20100 · ...	-244.71
Bill	04/20/2020	0420-...		1-20100 · Accounts...		1-40900 · ...	-7,084.00
Colonial Insurance							
Bill Pmt -Check	04/02/2020	15659	BCN...	1-10100 · Cash Zio...		1-20100 · ...	-23.54
Bill	04/09/2020	7927...	BCN...	1-20100 · Accounts...		1-20315 · ...	-23.54
Bill Pmt -Check	04/13/2020	15630	BCN...	1-10100 · Cash Zio...	X	1-20100 · ...	-23.54
Bill	04/23/2020	7927...	BCN...	1-20100 · Accounts...		1-20315 · ...	-23.54
Comcast							
Bill Pmt -Check	04/01/2020	15593		1-10100 · Cash Zio...	X	1-20100 · ...	-1,031.29
Bill Pmt -Check	04/02/2020	15660	Acct...	1-10100 · Cash Zio...		1-20100 · ...	-348.68
Bill	04/19/2020		Acct...	1-20100 · Accounts...		1-43200 · ...	-348.68
Bill	04/23/2020		Acct...	1-20100 · Accounts...		1-43200 · ...	-681.45
Comcast Business							
Bill Pmt -Check	04/02/2020	15661	Acct...	1-10100 · Cash Zio...		1-20100 · ...	-498.38
Bill	04/15/2020	9951...	Acct...	1-20100 · Accounts...		1-43200 · ...	-498.38
Creative Culture Insignia, LLC							
Bill Pmt -Check	04/13/2020	15631		1-10100 · Cash Zio...	X	1-20100 · ...	-46.00
Crown T-shirts							
Bill Pmt -Check	04/01/2020	15594		1-10100 · Cash Zio...	X	1-20100 · ...	-165.00
Bill Pmt -Check	04/02/2020	15662		1-10100 · Cash Zio...		1-20100 · ...	-188.00
Bill	04/27/2020	3725		1-20100 · Accounts...		1-42700 · ...	-188.00
Purchase Order	04/30/2020	1861		2 · Purchase Orders		-SPLIT-	-52.00
Crown Trophy							
Bill Pmt -Check	04/01/2020	15595		1-10100 · Cash Zio...	X	1-20100 · ...	-89.50
Bill	04/02/2020	40464	Nam...	1-20100 · Accounts...		1-42200 · ...	-35.00
Bill Pmt -Check	04/13/2020	15632	Nam...	1-10100 · Cash Zio...		1-20100 · ...	-35.00
Curt King							
Bill	04/03/2020			1-20100 · Accounts...		1-40300 · ...	-75.00
Bill Pmt -Check	04/13/2020	15633		1-10100 · Cash Zio...		1-20100 · ...	-75.00
Dave Youngberg							
Bill Pmt -Check	04/01/2020	15596		1-10100 · Cash Zio...	X	1-20100 · ...	-150.00
DAVIS HOSPITAL & Medical Center							
Bill	04/30/2020	8000...	Acct...	1-20100 · Accounts...		1-42440 · ...	-22.00
DCSO							
Bill Pmt -Check	04/01/2020	15597	Febr...	1-10100 · Cash Zio...	X	1-20100 · ...	-7,126.91
Bill Pmt -Check	04/02/2020	15663	Mar...	1-10100 · Cash Zio...		1-20100 · ...	-8,471.61
Department of Health							
Bill	04/13/2020	20H5...	Amb...	1-20100 · Accounts...		1-40510 · ...	-11,274.69
Bill Pmt -Check	04/13/2020	15634	Amb...	1-10100 · Cash Zio...	X	1-20100 · ...	-11,274.69
Dominion Energy							
Bill Pmt -Check	04/01/2020	15598	831...	1-10100 · Cash Zio...	X	1-20100 · ...	-431.73
Bill Pmt -Check	04/02/2020	15664	831...	1-10100 · Cash Zio...		1-20100 · ...	-473.48
Bill	04/14/2020		Acct...	1-20100 · Accounts...		1-43200 · ...	-297.31
Bill	04/15/2020		Acct...	1-20100 · Accounts...		1-43200 · ...	-176.17
Econo Waste							
Bill	04/01/2020	510794	Acct...	1-20100 · Accounts...		1-43200 · ...	-56.00
Bill Pmt -Check	04/13/2020	15635	Acct...	1-10100 · Cash Zio...	X	1-20100 · ...	-56.00

North Davis Fire District Transaction List by Vendor April 2020

Type	Date	Num	Memo	Account	Clr	Split	Amount
Fire Protection Publications							
Credit Card C...	04/07/2020	Week...		1-20150 · Zions VISA	*	1-43000 · ...	-672.00
Grainger							
Bill Pmt -Check	04/01/2020	15599	879...	1-10100 · Cash Zio...	X	1-20100 · ...	-8.93
Great Harvest							
Credit Card C...	04/21/2020	Taylor		1-20150 · Zions VISA	*	1-42700 · ...	-171.44
Health Equity							
Check	04/17/2020	15487	Payr...	1-10100 · Cash Zio...	X	1-20306 · ...	-403.86
Henry Schein							
Bill Pmt -Check	04/01/2020	15600	129...	1-10100 · Cash Zio...	X	1-20100 · ...	-2,900.46
Bill Pmt -Check	04/02/2020	15665	129...	1-10100 · Cash Zio...		1-20100 · ...	-1,135.06
Bill	04/07/2020	7611...		1-20100 · Accounts...		-SPLIT-	-100.41
Purchase Order	04/08/2020	1857		2 · Purchase Orders		-SPLIT-	-618.74
Bill	04/08/2020	7613...		1-20100 · Accounts...		-SPLIT-	-242.91
Bill	04/10/2020	7613...		1-20100 · Accounts...		-SPLIT-	-114.40
Bill	04/10/2020	7620...		1-20100 · Accounts...		-SPLIT-	-261.40
Bill Pmt -Check	04/13/2020	15653	129...	1-10100 · Cash Zio...	X	1-20100 · ...	-1,268.64
Bill	04/13/2020	7627...		1-20100 · Accounts...		1-41885 · ...	-26.72
Purchase Order	04/15/2020	1858		2 · Purchase Orders		1-41885 · ...	-26.72
Purchase Order	04/15/2020	1859		2 · Purchase Orders		-SPLIT-	-489.63
Bill	04/15/2020	6281...		1-20100 · Accounts...		-SPLIT-	-489.63
Bill	04/20/2020	7637...		1-20100 · Accounts...		1-41800 · ...	-50.46
Purchase Order	04/24/2020	1862		2 · Purchase Orders		-SPLIT-	-657.81
Bill	04/24/2020	7641...		1-20100 · Accounts...		-SPLIT-	-114.40
Bill	04/27/2020	7641...		1-20100 · Accounts...		-SPLIT-	-543.41
ICMA Retirement Corporation							
Bill	04/24/2020	43893	Plan...	1-20100 · Accounts...		1-42800 · ...	-250.00
IMS ALLIANCE							
Bill Pmt -Check	04/01/2020	15601	Par t...	1-10100 · Cash Zio...	X	1-20100 · ...	-17.00
iPage							
Credit Card C...	04/03/2020	Rogers		1-20150 · Zions VISA	*	1-42800 · ...	-17.99
Credit Card C...	04/04/2020	Rogers		1-20150 · Zions VISA	*	1-42800 · ...	-135.00
Iris Medical Inc							
Bill Pmt -Check	04/01/2020	15602	FEe...	1-10100 · Cash Zio...	X	1-20100 · ...	-6,731.43
Bill Pmt -Check	04/02/2020	15666	FEe...	1-10100 · Cash Zio...		1-20100 · ...	-8,792.61
IRS Deposit							
Check	04/03/2020	eftps	Payr...	1-10100 · Cash Zio...	X	-SPLIT-	-16,384.66
Check	04/17/2020	eftps	Payr...	1-10100 · Cash Zio...	X	-SPLIT-	-15,988.62
JComm							
Bill Pmt -Check	04/01/2020	15603		1-10100 · Cash Zio...	X	1-20100 · ...	-6,824.00
Lawn Doctor							
Bill Pmt -Check	04/01/2020	15604	Acct...	1-10100 · Cash Zio...	X	1-20100 · ...	-106.00
LegalShield							
Bill	04/06/2020		Gro...	1-20100 · Accounts...		1-20319 · ...	-25.90
Bill Pmt -Check	04/13/2020	15637	Gro...	1-10100 · Cash Zio...	X	1-20100 · ...	-25.90
Les Schwab Tire Center							
Bill	04/02/2020	5240...	Cust...	1-20100 · Accounts...		1-43300 · ...	-1,241.95
Liberty Mutual							
Bill Pmt -Check	04/01/2020	15605	Clie...	1-10100 · Cash Zio...	X	1-20100 · ...	-207.82
Bill Pmt -Check	04/02/2020	15667	Clie...	1-10100 · Cash Zio...		1-20100 · ...	-311.73
Bill	04/16/2020	432952	Clie...	1-20100 · Accounts...		-SPLIT-	-311.73
LN Curtis and Sons							
Bill Pmt -Check	04/13/2020	15638	Acct...	1-10100 · Cash Zio...	X	1-20100 · ...	-3,532.07
Bill	04/24/2020	INV3...	Acct...	1-20100 · Accounts...		1-41200 · ...	-666.64
Logan Regional Hospital							
Credit Card C...	04/27/2020	Rogers		1-20150 · Zions VISA	*	1-43000 · ...	-5.00
Lowes							
Bill Pmt -Check	04/13/2020	15639		1-10100 · Cash Zio...	X	1-20100 · ...	-624.93
Mark Becraft							
Bill Pmt -Check	04/01/2020	15606		1-10100 · Cash Zio...		1-20100 · ...	-63.08
McNeil & Company, Inc.							
Bill	04/01/2020	2274...	Inst...	1-20100 · Accounts...		1-41700 · ...	-2,319.00
Bill	04/01/2020	2273...	Poli...	1-20100 · Accounts...		1-41700 · ...	-1,742.00
Bill	04/01/2020	2273...	Poli...	1-20100 · Accounts...		1-41700 · ...	-6,935.50

North Davis Fire District
Transaction List by Vendor
April 2020

Type	Date	Num	Memo	Account	Clr	Split	Amount
MES - Northwest							
Bill Pmt -Check	04/01/2020	15607	Cust...	1-10100 · Cash Zio...	X	1-20100 · ...	-230.87
Bill Pmt -Check	04/02/2020	15668		1-10100 · Cash Zio...		1-20100 · ...	-252.00
Bill	04/08/2020	IN144...	Cust...	1-20100 · Accounts...		-SPLIT-	-174.90
Bill	04/09/2020	IN144...	Cust...	1-20100 · Accounts...		1-40300 · ...	-120.92
Bill Pmt -Check	04/13/2020	15640	Cust...	1-10100 · Cash Zio...	X	1-20100 · ...	-174.90
Bill	04/20/2020	IN144...	Cust...	1-20100 · Accounts...		1-40300 · ...	-131.08
Bill	04/23/2020	IN145...	Cust...	1-20100 · Accounts...		1-40300 · ...	-120.25
Motorola Solutions							
Purchase Order	04/02/2020	1852		2 · Purchase Orders		3-44200 · ...	-392.74
Bill Pmt -Check	04/02/2020	15669		1-10100 · Cash Zio...		1-20100 · ...	-392.74
Bill	04/08/2020	1610...		1-20100 · Accounts...		3-44200 · ...	-392.74
Napa Auto							
Bill Pmt -Check	04/01/2020	15608		1-10100 · Cash Zio...	X	1-20100 · ...	-189.25
Bill Pmt -Check	04/02/2020	15670	Acct...	1-10100 · Cash Zio...		1-20100 · ...	-7.88
Bill Pmt -Check	04/13/2020	15641		1-10100 · Cash Zio...	X	1-20100 · ...	-6.67
Bill	04/18/2020	408-0...	Acct...	1-20100 · Accounts...		1-43300 · ...	-7.88
Bill	04/20/2020	83122	Acct...	1-20100 · Accounts...		1-43300 · ...	-5.49
North Davis Firefighters Association							
Check	04/03/2020	ach	Payr...	1-10100 · Cash Zio...	X	1-20323 · ...	-170.00
Check	04/17/2020	ACH	Payr...	1-10100 · Cash Zio...	X	1-20323 · ...	-175.00
Office Depot							
Bill Pmt -Check	04/01/2020	15609		1-10100 · Cash Zio...	X	1-20100 · ...	-446.22
Bill	04/02/2020	4697...		1-20100 · Accounts...		1-42200 · ...	-97.68
Bill Pmt -Check	04/02/2020	15671		1-10100 · Cash Zio...		1-20100 · ...	-34.21
Bill Pmt -Check	04/13/2020	15642		1-10100 · Cash Zio...	X	1-20100 · ...	-172.12
Purchase Order	04/15/2020	1856		2 · Purchase Orders		-SPLIT-	-34.21
Bill	04/20/2020	4775...		1-20100 · Accounts...		-SPLIT-	-34.21
Bill	04/22/2020	4807...		1-20100 · Accounts...		1-42200 · ...	-42.87
Office of the Lieutenant Governor							
Credit Card C...	04/01/2020	Rogers		1-20150 · Zions VISA	*	1-42800 · ...	-25.00
Ogden's Own Distillery							
Credit Card C...	04/17/2020	Week...		1-20150 · Zions VISA	*	1-41800 · ...	-58.99
Olympus Insurance Agency							
Bill Pmt -Check	04/13/2020	15643	NO...	1-10100 · Cash Zio...	X	1-20100 · ...	-50.00
Payroll							
Check	04/03/2020	prdd	Payr...	1-10100 · Cash Zio...	X	-SPLIT-	-47,919.58
Check	04/17/2020	prdd	Payr...	1-10100 · Cash Zio...	X	-SPLIT-	-46,724.76
PEHP Flex							
Check	04/17/2020	15486	Payr...	1-10100 · Cash Zio...	X	-SPLIT-	-1,603.38
PEHP Group Insurance							
Bill Pmt -Check	04/01/2020	15610	Acct...	1-10100 · Cash Zio...	X	1-20100 · ...	-33,446.99
Bill Pmt -Check	04/02/2020	15672	Acct...	1-10100 · Cash Zio...		1-20100 · ...	-33,446.99
Bill	04/20/2020	0123...	Acct...	1-20100 · Accounts...		-SPLIT-	-33,446.99
PEHP Long Term Disability							
Bill Pmt -Check	04/13/2020	15644	Poli...	1-10100 · Cash Zio...	X	1-20100 · ...	-28.71
Pioneer Overhead							
Bill	04/28/2020	25570		1-20100 · Accounts...		1-41200 · ...	-939.75
Quick & Clean, Inc							
Credit Card C...	04/01/2020	Rogers		1-20150 · Zions VISA	*	1-43300 · ...	-8.00
RDJ Specialties, Inc							
Bill Pmt -Check	04/01/2020	15611	Pub ...	1-10100 · Cash Zio...	X	1-20100 · ...	-226.92
Rocky Mountain Power							
Bill Pmt -Check	04/01/2020	15612	008...	1-10100 · Cash Zio...	X	1-20100 · ...	-1,063.02
Bill Pmt -Check	04/02/2020	15673	008...	1-10100 · Cash Zio...		1-20100 · ...	-1,015.19
Bill	04/14/2020		Acct...	1-20100 · Accounts...		1-43200 · ...	-1,015.19
Sam's Club MC/SYNCB							
Credit Card C...	04/01/2020	Hadley		1-20150 · Zions VISA	*	1-41200 · ...	-28.96
Credit Card C...	04/01/2020	Hadley		1-20150 · Zions VISA	*	1-41200 · ...	-33.46
Credit Card C...	04/01/2020	Hadley		1-20150 · Zions VISA	*	1-41200 · ...	-18.36
Credit Card C...	04/02/2020	Hadley		1-20150 · Zions VISA	*	1-41200 · ...	-120.88
Credit Card C...	04/02/2020	Hadley		1-20150 · Zions VISA	*	1-41200 · ...	-28.96
Credit Card C...	04/13/2020	Hadley		1-20150 · Zions VISA	*	1-41200 · ...	-28.96
Credit Card C...	04/13/2020	Hadley		1-20150 · Zions VISA	*	1-41200 · ...	-65.42
Credit Card C...	04/15/2020	Hadley		1-20150 · Zions VISA	*	1-41200 · ...	-55.80

North Davis Fire District
Transaction List by Vendor
April 2020

Type	Date	Num	Memo	Account	Clr	Split	Amount
Shay Holley							
Bill	04/01/2020			1-20100 · Accounts...		1-42470 · ...	-700.00
Bill Pmt -Check	04/01/2020	15613		1-10100 · Cash Zio...	X	1-20100 · ...	-700.00
Bill Pmt -Check	04/02/2020	15674		1-10100 · Cash Zio...		1-20100 · ...	-700.00
Sprinkler World							
Bill Pmt -Check	04/13/2020	15645		1-10100 · Cash Zio...	X	1-20100 · ...	-26.62
Standard Plumbing Supply							
Bill	04/13/2020	KVC...		1-20100 · Accounts...		1-41200 · ...	-139.10
Bill Pmt -Check	04/13/2020	15646		1-10100 · Cash Zio...	X	1-20100 · ...	-139.10
Structure Computer Consulting Inc							
Bill	04/01/2020	2020-...	Febr...	1-20100 · Accounts...		1-40750 · ...	-660.00
Bill Pmt -Check	04/13/2020	15647	Febr...	1-10100 · Cash Zio...	X	1-20100 · ...	-1,045.00
Syracuse Car Wash							
Credit Card C...	04/23/2020	Rogers		1-20150 · Zions VISA	*	1-43300 · ...	-7.00
Teleflex							
Bill Pmt -Check	04/01/2020	15614	Acct...	1-10100 · Cash Zio...	X	1-20100 · ...	-1,345.50
Tricked Out Accessories							
Credit Card C...	04/15/2020	Rogers		1-20150 · Zions VISA	*	1-43200 · ...	-116.86
United Team Mechanical							
Bill Pmt -Check	04/01/2020	15615	Job ...	1-10100 · Cash Zio...	X	1-20100 · ...	-684.00
Utah Communications Inc							
Bill Pmt -Check	04/02/2020	15675		1-10100 · Cash Zio...		1-20100 · ...	-264.40
Bill	04/20/2020	127216		1-20100 · Accounts...		1-41200 · ...	-264.40
Utah Interactive Internet							
Credit Card C...	04/22/2020	Rogers		1-20150 · Zions VISA	*	1-42800 · ...	-95.00
Utah Retirement Systems							
Check	04/03/2020	ach	Payr...	1-10100 · Cash Zio...	X	1-42500 · ...	-10,376.20
Check	04/17/2020	ACH	Payr...	1-10100 · Cash Zio...	X	1-42500 · ...	-10,482.38
Utah State Tax Commission							
Check	04/02/2020	eftps	Payr...	1-10100 · Cash Zio...	X	1-20327 · ...	-5,643.00
Check	04/17/2020	eftps	Payr...	1-10100 · Cash Zio...		1-20327 · ...	-8,418.00
Utah Valley University							
Bill Pmt -Check	04/02/2020	15676	Rec...	1-10100 · Cash Zio...		1-20100 · ...	-25.00
Bill	04/09/2020	A26567	Rec...	1-20100 · Accounts...		-SPLIT-	-25.00
Vantagepoint Transfer Agents - 401							
Check	04/03/2020	15483	Payr...	1-10100 · Cash Zio...	X	-SPLIT-	-475.81
Check	04/17/2020	15488	Payr...	1-10100 · Cash Zio...	X	-SPLIT-	-475.81
Vantagepoint Transfer Agents - 457							
Check	04/03/2020	15484	Payr...	1-10100 · Cash Zio...	X	-SPLIT-	-1,031.38
Check	04/17/2020	15489	Payr...	1-10100 · Cash Zio...	X	-SPLIT-	-1,030.50
Visa Zions							
Check	04/07/2020	eftps	Mar...	1-10100 · Cash Zio...	X	1-20150 · ...	-18,664.81
Walmart							
Credit Card C...	04/22/2020	Becraft		1-20150 · Zions VISA	*	1-42000 · ...	-349.20
Waste Management							
Bill Pmt -Check	04/01/2020	15616	April...	1-10100 · Cash Zio...	X	1-20100 · ...	-128.61
Bill	04/29/2020	2002...	May ...	1-20100 · Accounts...		1-43200 · ...	-126.86
West Point City (2)							
Bill Pmt -Check	04/13/2020	15648	Acct...	1-10100 · Cash Zio...	X	1-20100 · ...	-86.00
Bill	04/30/2020		Acct...	1-20100 · Accounts...		1-43200 · ...	-86.00
Wex Bank							
Bill Pmt -Check	04/13/2020	15649	049...	1-10100 · Cash Zio...	X	1-20100 · ...	-1,972.56
Bill	04/30/2020	6511...		1-20100 · Accounts...		-SPLIT-	-1,834.09
Wiggins & Co							
Bill Pmt -Check	04/13/2020	15650	Clie...	1-10100 · Cash Zio...	X	1-20100 · ...	-1,032.30
Bill	04/30/2020	111281	Clie...	1-20100 · Accounts...		1-42480 · ...	-621.20
Young Chevrolet							
Bill	04/11/2020	1193...	Acct...	1-20100 · Accounts...		1-43300 · ...	-196.25
Bill Pmt -Check	04/13/2020	15651	Acct...	1-10100 · Cash Zio...	X	1-20100 · ...	-196.25
Zion's Bank Bond Payment							
Check	04/01/2020	28	Bon...	2-10500 · Trustee A...	X	-SPLIT-	-202,040.00
Zions Public Finance, Inc.							
Bill Pmt -Check	04/13/2020	15652		1-10100 · Cash Zio...	X	1-20100 · ...	-8,000.00
Zoll Medical Corporation							
Bill Pmt -Check	04/01/2020	15617		1-10100 · Cash Zio...	X	1-20100 · ...	-1,120.20
Zoom Video Communications							
Credit Card C...	04/13/2020	Rogers		1-20150 · Zions VISA	*	1-42200 · ...	-47.01

North Davis Fire District
Profit & Loss Budget vs. Actual
 July 2019 through June 2020

	Jul '19 - Jun...	Budget	\$ Over Bud...	% of Budget
Ordinary Income/Expense				
Income				
1-30100 · Ambulance	1,025,478.78	1,146,479.68	-121,000.90	89.4%
1-30150 · Fire / Incident Recovery	32,645.39	50,000.00	-17,354.61	65.3%
1-30200 · Contract Services	116,650.26	116,650.26	0.00	100.0%
1-31100 · Donations	0.00	2,500.00	-2,500.00	0.0%
1-32100 · Fee in Lieu	157,703.65	165,000.00	-7,296.35	95.6%
1-32200 · Property Taxes	2,418,151.28	2,641,426.95	-223,275.67	91.5%
1-32300 · PT Contribution to Other Gover.	0.00	352,496.00	-352,496.00	0.0%
1-33100 · Fire Protection	752.48	700.00	52.48	107.5%
1-33110 · Fire Report	75.00			
1-34100 · Impact Fees	47,409.00	45,000.00	2,409.00	105.4%
1-35100 · Inspection Fees	1,190.00	1,000.00	190.00	119.0%
1-36100 · Interest Income-General Fund	39,968.16	14,000.00	25,968.16	285.5%
1-37100 · Miscellaneous Service Revenues				
1-37101 · Fire Investigation Report	0.00	0.00	0.00	0.0%
1-37100 · Miscellaneous Service Revenues - Other	3,412.37	1,500.00	1,912.37	227.5%
Total 1-37100 · Miscellaneous Service Revenues	3,412.37	1,500.00	1,912.37	227.5%
1-37200 · Grants				
1-37210 · EMS Per Capita Grant	0.00	3,000.00	-3,000.00	0.0%
1-37220 · EMS Competitive (Ambulance)	2,593.00			
Total 1-37200 · Grants	2,593.00	3,000.00	-407.00	86.4%
1-38100 · Permit Fees	1,160.00	1,500.00	-340.00	77.3%
1-38200 · Plan Review Fees	8,882.24	3,500.00	5,382.24	253.8%
1-39998 · Appn of Restricted Impact Fee	0.00	197,080.00	-197,080.00	0.0%
1-39999 · Appropriation of Fund Balance	0.00	0.00	0.00	0.0%
Total Income	3,856,071.61	4,741,832.89	-885,761.28	81.3%
Gross Profit	3,856,071.61	4,741,832.89	-885,761.28	81.3%
Expense				
Misc Supplies	11.49			
Office Equipment	0.00	0.00	0.00	0.0%
1-40100 · Administrative Control Board				
1-40110 · Board of Directors Payroll	28,500.00	38,000.00	-9,500.00	75.0%
Total 1-40100 · Administrative Control Board	28,500.00	38,000.00	-9,500.00	75.0%
1-40200 · Bank Charges	3,599.16	5,250.00	-1,650.84	68.6%
1-40300 · Clothing Allowance	25,654.80	29,287.50	-3,632.70	87.6%
1-40500 · Collection Contract				
Fire Recovery	0.00	10,020.00	-10,020.00	0.0%
1-40510 · Health Care Finance Assessment	42,017.83	59,540.80	-17,522.97	70.6%
1-40520 · IRIS Medical	58,813.09	78,000.00	-19,186.91	75.4%
Total 1-40500 · Collection Contract	100,830.92	147,560.80	-46,729.88	68.3%
1-40600 · Communications	1,557.66	3,000.00	-1,442.34	51.9%
1-40700 · Computer Maintenance & Supply				
1-40710 · Computer Purchases	2,341.93	2,800.00	-458.07	83.6%
1-40720 · ERS Annual User Fee	5,748.00	6,100.00	-352.00	94.2%
1-40730 · Rover Mobile - Spotted Dog	1,060.00	1,100.00	-40.00	96.4%
1-40740 · IT Equipment	2,777.84	4,500.00	-1,722.16	61.7%
1-40750 · IT Maintenance	12,755.00	14,500.00	-1,745.00	88.0%
1-40760 · Printers	349.00	500.00	-151.00	69.8%
1-40700 · Computer Maintenance & Supply - Other	5,568.92	6,540.00	-971.08	85.2%
Total 1-40700 · Computer Maintenance & Supply	30,600.69	36,040.00	-5,439.31	84.9%
1-40800 · Contributions to Other Govt	0.00	352,496.00	-352,496.00	0.0%
1-40900 · Dispatch Services	85,008.00	85,008.00	0.00	100.0%
1-41000 · EA Assistance Program	2,250.00	2,940.00	-690.00	76.5%

North Davis Fire District
Profit & Loss Budget vs. Actual
 July 2019 through June 2020

	Jul '19 - Jun...	Budget	\$ Over Bud...	% of Budget
1-41100 · Employees Wages				
1-41110 · Full Time Employee Wages				
Retro Pay	0.00	0.00	0.00	0.0%
1-41111 · Auto Overtime	118,826.20	153,789.50	-34,963.30	77.3%
1-41113 · Hourly Acting Captain	40,787.36			
1-41115 · Salary	260,332.00	295,713.60	-35,381.60	88.0%
1-41116 · Sick Leave	80,877.26	0.00	80,877.26	100.0%
1-41117 · Vacation Leave	118,230.85	0.00	118,230.85	100.0%
1-41110 · Full Time Employee Wages - Other	1,012,355.13	1,340,756.07	-328,400.94	75.5%
Total 1-41110 · Full Time Employee Wages	1,631,408.80	1,790,259.17	-158,850.37	91.1%
1-41120 · Part-Time Employee Wages	304,519.39	322,698.00	-18,178.61	94.4%
1-41100 · Employees Wages - Other	3,000.00			
Total 1-41100 · Employees Wages	1,938,928.19	2,112,957.17	-174,028.98	91.8%
1-41200 · Equipment Maintenance & Supply	41,998.58	52,544.00	-10,545.42	79.9%
1-41300 · FICA	134,647.74	164,548.22	-29,900.48	81.8%
1-41400 · Insurance (Health)				
1-41410 · AFLAC Cancer Policy	9,288.42	10,572.12	-1,283.70	87.9%
1-41420 · Disability Insurance	236.95	336.00	-99.05	70.5%
1-41430 · Life Insurance	2,392.72	3,207.60	-814.88	74.6%
1-41400 · Insurance (Health) - Other	243,896.00	319,112.36	-75,216.36	76.4%
Total 1-41400 · Insurance (Health)	255,814.09	333,228.08	-77,413.99	76.8%
1-41500 · Lease Obligation-interest	18,031.56	18,031.56	0.00	100.0%
1-41600 · Lease Obligations-principal	118,937.90	118,937.90	0.00	100.0%
1-41700 · Liability Insurance (Risk Manag				
1-41720 · Cyber Liability	0.00	7,544.00	-7,544.00	0.0%
1-41700 · Liability Insurance (Risk Manag - Other	51,360.25	44,629.00	6,731.25	115.1%
Total 1-41700 · Liability Insurance (Risk Manag	51,360.25	52,173.00	-812.75	98.4%
1-41800 · Medical Supplies Expenses				
1-14815 · IV	4,290.72			
1-41810 · Bag, Trauma	0.00	2,250.00	-2,250.00	0.0%
1-41820 · Consumables	2,894.89			
1-41830 · Medication	2,340.20			
1-41840 · Airway	201.67			
1-41845 · Airway, Advanced	438.30			
1-41850 · IV Medication	119.86			
1-41865 · Zoll	3,530.43			
1-41875 · Bag, O2	327.90			
1-41880 · Misc	44.20			
1-41885 · PPE	3,147.75			
1-41890 · Equipment	68.00			
1-41895 · Infection Control	171.50			
1-41800 · Medical Supplies Expenses - Other	32,213.03	42,500.00	-10,286.97	75.8%
Total 1-41800 · Medical Supplies Expenses	49,788.45	44,750.00	5,038.45	111.3%
1-41900 · Misc Services				
1-41920 · Yearly Ambulance License Fees	0.00	1,800.00	-1,800.00	0.0%
1-41930 · Firefighter Testing	210.00	1,600.00	-1,390.00	13.1%
1-41940 · Recert of AMETs	20.00	2,400.00	-2,380.00	0.8%
1-41990 · Other Misc Charges	0.00	0.00	0.00	0.0%
1-41900 · Misc Services - Other	-186.03	6,025.00	-6,211.03	-3.1%
Total 1-41900 · Misc Services	43.97	11,825.00	-11,781.03	0.4%
1-42000 · Misc. Equipment				
1-42000 · Misc. Equipment - Other	19,850.80	29,600.00	-9,749.20	67.1%
Total 1-42000 · Misc. Equipment	19,850.80	29,600.00	-9,749.20	67.1%
1-42200 · Office supply & expenses	7,292.07	8,350.00	-1,057.93	87.3%
1-42300 · Paramedics	71,039.35	80,000.00	-8,960.65	88.8%

North Davis Fire District
Profit & Loss Budget vs. Actual
 July 2019 through June 2020

	Jul '19 - Jun...	Budget	\$ Over Bud...	% of Budget
1-42400 · Professional Services				
1-42410 · Accountant Fees	14,346.75	12,000.00	2,346.75	119.6%
1-42420 · Attorney	29,705.35	34,600.00	-4,894.65	85.9%
1-42430 · Auditor	7,980.00	8,000.00	-20.00	99.8%
1-42440 · Blueline Drug Testin	794.00	800.00	-6.00	99.3%
1-42441 · Blueline New Hire Testing	400.00	650.00	-250.00	61.5%
1-42450 · Bond Trustee (Zions Bond)	2,000.00	2,000.00	0.00	100.0%
1-42460 · Bonding	0.00	350.00	-350.00	0.0%
1-42465 · Crew Sense	2,804.76	3,000.00	-195.24	93.5%
1-42470 · Medical Advisor	7,700.00	8,400.00	-700.00	91.7%
1-42480 · Payroll Administration	7,353.90	8,400.00	-1,046.10	87.5%
1-42490 · Prof. Services - Plats, Etc.	2,500.00	2,500.00	0.00	100.0%
1-42400 · Professional Services - Other	2,764.64	4,000.00	-1,235.36	69.1%
Total 1-42400 · Professional Services	78,349.40	84,700.00	-6,350.60	92.5%
1-42500 · Retirement	267,949.18	287,698.64	-19,749.46	93.1%
1-42700 · Special Department Allowance	23,625.19	24,235.00	-609.81	97.5%
1-42800 · Subscriptions, Memberships				
Flex Plan Admin Fee	0.00	0.00	0.00	0.0%
1-42800 · Subscriptions, Memberships - Other	10,959.51	14,260.00	-3,300.49	76.9%
Total 1-42800 · Subscriptions, Memberships	10,959.51	14,260.00	-3,300.49	76.9%
1-42850 · Surviving Spouse Trust Fund	0.00	2,470.00	-2,470.00	0.0%
1-42900 · Transfer Out General Fund	0.00	0.00	0.00	0.0%
1-43000 · Travel and Training				
1-43010 · Airfare	2,415.79			
1-43020 · Pub Ed Supplies for Clowns	4,634.94			
1-43030 · Travel Per Diem	1,476.50			
1-43000 · Travel and Training - Other	21,874.48	55,055.00	-33,180.52	39.7%
Total 1-43000 · Travel and Training	30,401.71	55,055.00	-24,653.29	55.2%
1-43100 · Unemployment	58.74			
1-43200 · Utilities (Gas,Power,Phones)	55,383.17	74,618.00	-19,234.83	74.2%
1-43300 · Vehicle Maintenance	92,912.54	93,350.00	-437.46	99.5%
1-43400 · Workmans Comp	55,117.42	56,580.00	-1,462.58	97.4%
1-45000 · Impact Fee Expense	8,000.00	13,000.00	-5,000.00	61.5%
1-48000 · Transfer to Debt Service	95,450.00	229,080.00	-133,630.00	41.7%
1-49000 · Fleet Fund Capital Exp	37,500.00	75,000.00	-37,500.00	50.0%
1-49999 · Appropriation of Fund Bal (Exp)	0.00	45,259.02	-45,259.02	0.0%
41350 · Finger Printing	0.00	0.00	0.00	0.0%
66900 · Reconciliation Discrepancies	0.31			
Total Expense	3,741,452.84	4,781,832.89	-1,040,380.05	78.2%
Net Ordinary Income	114,618.77	-40,000.00	154,618.77	-286.5%
Other Income/Expense				
Other Income				
Capital Projects Inc 3				
3-36100 · Interest Income	0.00	15,623.00	-15,623.00	0.0%
3-39100 · Capital Projects-Transfer In	37,500.00	75,000.00	-37,500.00	50.0%
3-39200 · Gain on Sale of Assets	10,017.00	10,000.00	17.00	100.2%
Total Capital Projects Inc 3	47,517.00	100,623.00	-53,106.00	47.2%
Debt Service Inc 2				
2-36100 · Interest Income	0.00	1,756.00	-1,756.00	0.0%
2-39100 · Transfers In Debt Service	95,450.00	229,080.00	-133,630.00	41.7%
Total Debt Service Inc 2	95,450.00	230,836.00	-135,386.00	41.3%
Total Other Income	142,967.00	331,459.00	-188,492.00	43.1%

North Davis Fire District
Profit & Loss Budget vs. Actual
 July 2019 through June 2020

	Jul '19 - Jun...	Budget	\$ Over Bud...	% of Budget
Other Expense				
Debt Service Exp 2				
2-45100 · Interest Expense	54,080.00	54,080.00	0.00	100.0%
2-45200 · Principal	175,000.00	175,000.00	0.00	100.0%
Total Debt Service Exp 2	229,080.00	229,080.00	0.00	100.0%
3-44100 · Capital Projects Exp 3				
Station 42 Garage	41,547.00	44,732.04	-3,185.04	92.9%
3-44200 · Equipment	31,070.90	30,000.00	1,070.90	103.6%
3-44300 · Vehicles	72,357.48	74,704.00	-2,346.52	96.9%
3-44100 · Capital Projects Exp 3 - Other	0.00	0.00	0.00	0.0%
Total 3-44100 · Capital Projects Exp 3	144,975.38	149,436.04	-4,460.66	97.0%
Total Other Expense	374,055.38	378,516.04	-4,460.66	98.8%
Net Other Income	-231,088.38	-47,057.04	-184,031.34	491.1%
Net Income	<u>-116,469.61</u>	<u>-87,057.04</u>	<u>-29,412.57</u>	<u>133.8%</u>



North Davis Fire District
381 North 3150 West
West Point City, UT 84015
Office: (801) 525-2851
Fax: (801) 525-6935

NORTH DAVIS FIRE DISTRICT
ADMINISTRATIVE CONTROL BOARD
MEETINGS/PUBLIC HEARINGS

(Meetings and Public Hearings are subject to change)

NOTICE IS HEREBY GIVEN that the North Davis Fire District (“District”) intends to enact or modify a Public Safety Impact Fee Facilities Plan and a Public Safety Impact Fee Analysis. A public hearing will be held by the Board of Trustees of the District on May 28, 2020 at 6:00 p.m. at Station 41, 381 N 3150 W, West Point Utah or by Zoom to receive public comment on (1) Public Safety Impact Fee Facilities Plan and Public Safety Impact Fee Analysis, and (2) a Board Resolution adopting the Public Safety Impact Fee Facilities Plan and Impact Fee fees for the District.

This public meeting can be held electronically in accordance with the March 18th, 2020 Executive Order 2020-5 issued by Governor Herbert: 2020-5: Suspending the Enforcement of Provisions of Utah Code § 52-4-202 and § 52-4-207, and Related State Agency Orders, Rules, and Regulations, Due to Infectious Disease COVID-19 Novel Coronavirus.

The public may monitor or listen to the meeting electronically and provide public comment when appropriate by joining the Zoom Meeting at <https://us02web.zoom.us/j/89548265502> OR connecting via telephone: Dial 1(669)900-9128 and enter Meeting ID: 895 4826 5502. If you wish to make comment to the Board, please email your comments prior to the meeting using the instructions above, or if you have joined the electronic meeting, use the “raise hand” icon if on a computer or dial *9 to indicate that you would like to make a comment. When it is your turn, the meeting host will unmute you. Please clearly state your name and address, keeping your comments to a maximum of 2 ½ minutes. Please do not repeat positions already stated. Public comment is a time for the Board to receive new information and perspectives).

A summary of the proposed Impact Fee Facilities Plan, Impact Fee Analysis and the Board Resolution will be available for review on the District website (<https://www.northdavisfiredistrict.com>), at Station 41 381 N 3150 W West Point, Clearfield City Hall, West Point City Hall, Sunset City Hall and Clearfield Library at least 14 days before the public hearing. This Notice is being given in satisfaction of requirements of UCA §§ 11-36-502, -504 and 17B-1-111. If you cannot attend the hearing and would like to submit written comments, they will be received until 5:00 p.m. on May 28, 2020, via email mrogers@nofires.org. Anyone requiring assistance in understanding or participating in the public hearing is encouraged to notify Misty Rogers at (801-525-2850 ext. 102) at least 24-hours prior to the hearing so assistance may be provided. *(Posted this 13th day of May 2020)*

RESOLUTION NO. 2020R-05

A RESOLUTION ADOPTING A PUBLIC SAFETY IMPACT FEE ANALYSIS PLAN AND A PUBLIC SAFETY IMPACT FEE FACILITIES PLAN FOR THE NORTH DAVIS FIRE DISTRICT AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, North Davis Fire District (hereinafter referred to as the "District") is a local district service area under Title 17B, Chapter 2a, Part 9, Utah Code Annotated, 1953, (the "Service Area Act"); and,

WHEREAS, the District has historically imposed and collected impact fees as a source of revenue for capital improvements; and,

WHEREAS, the Utah State Legislature adopted the "Impact Fees Act" which is presently codified in " 11-36a-101 through 705, Utah Code Annotated, 1953, as amended); and,

WHEREAS, the Impact Fees Act requires municipalities, counties and local districts, including service area districts, to follow certain procedures in connection with assessment of impact fees; and,

WHEREAS, the District caused studies to be conducted resulting in preparation of a Public Safety Impact Fee Analysis (the "Analysis") dated March, 2020 and a Public Safety Impact Fee Facilities Plan (the "Plan") dated March, 2020 as part of the process for compliance with the Impact Fees Act; and,

WHEREAS, a public hearing has been duly advertised and held as required by law in connection with adoption of the Analysis and the Plan,

NOW, THEREFORE, BE IT FOUND, ORDERED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTH DAVIS FIRE DISTRICT, STATE OF UTAH, as follows:

SECTION ONE: ADOPTION OF PUBLIC SAFETY IMPACT FEE ANALYSIS PLAN

The Public Safety Impact Fee Analysis Plan dated March, 2020, in the form attached hereto as Exhibit “A” is hereby adopted as the Public Safety Impact Fee Analysis Plan for the North Davis Fire District and replaces all prior versions thereof.

SECTION TWO: ADOPTION OF PUBLIC SAFETY IMPACT FEE FACILITIES PLAN

The Public Safety Impact Fee Facilities Plan dated March, 2020, in the form attached hereto as Exhibit “B” is hereby adopted as the Public Safety Impact Fee Facilities Plan for the North Davis Fire District and replaces all prior versions thereof.

SECTION THREE: SEVERABILITY

If any Section, Subsection, Paragraph, Clause, or Phrase of this Resolution, the Analysis or the Plan hereby adopted should be declared invalid for any reason, such decision shall not affect the remaining portions of this Resolution or any provisions adopted as Exhibit “A” and Exhibit “B”, which remaining provisions shall remain in full force and effect, and for this purpose each provision of this Resolution, the Analysis and the Plan is declared to be severable.

SECTION FOUR: REPEAL

All prior Resolutions which are in direct conflict with this Resolution are hereby repealed to the extent of such conflict and said Resolutions shall otherwise remain in full

force and effect.

SECTION FOUR: EFFECTIVE DATE

This Resolution shall be effective on and after May 28, 2020.

PASSED AND ADOPTED this 28th day of May, 2020.

NORTH DAVIS FIRE DISTRICT

By: _____
TIMOTHY E. ROPER,
Chairman, Board of Trustees

ATTEST:

MISTY ROGERS,
Clerk of the Board

DRAFT

EXHIBIT A

North Davis Fire District



DRAFT Public Safety Impact Fee Facilities Plan



TABLE 1: GROWTH PROJECTIONS

Year	Households	Nonresidential SF
2018	15,279	21,925,307
2019	15,508	22,253,921
2020	15,741	22,588,275
2021	15,977	22,926,934
2022	16,217	23,271,333
2023	16,460	23,620,038
2024	16,707	23,974,482
2025	16,958	24,334,666
2026	17,212	24,699,155
2027	17,470	25,069,384
2028	17,732	25,445,353
Growth 2020-2028	1,991	2,857,077

Source: Davis County Assessor's Office (units and building square feet) and GIS measurement of institutional space by ZPFI.

Identify the Existing and Proposed Levels of Service and Excess Capacity

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

The IFFP considers only *system* facilities in the calculation of impact fees. For the District, this has been determined to mean fire buildings, as well as fire vehicles that were or will be acquired within the next six years at a cost of \$500,000 or more.

Existing service levels are based on the current capital facilities (i.e., building square feet) as measured per demand unit. Demand units increase with development which generates more calls for service and, therefore, the need for more public building space. In addition, existing service levels for fire include fire vehicles acquired at a cost of \$500,000 or more.

The District currently has 25,460 square feet of building space for fire services – 16,410 square feet in Station 41 and 9,050 square feet in Station 42. Both buildings are at capacity and the District is going to construct a new fire station (Station 43) within the next six years.

The District had a total of 3,523 fire calls in 2018, with 3,371 of these calls originating within the District.¹ New development is not responsible for paying for the growth-related costs of pass-thru traffic or mutual aid calls, but only the calls directly attributable to the new development itself.

On average, there are 0.11441 calls per residential dwelling unit and 0.05820 calls annually per nonresidential square foot of space.

¹ Total calls for service were reduced to account for the fact that 25 percent of all traffic calls are attributed to pass-through traffic that does not originate in Saratoga Springs. Traffic calls represent nearly 13 percent of all calls for service.

TABLE 2: EXISTING LEVEL OF SERVICE

Description	Amount
Residential Units	15,279
Residential Calls	1,944
Residential Calls per Unit	0.1273
Nonresidential SF	21,925,307
Nonresidential Calls	1,419
Nonresidential Calls per 1000 SF	0.0647
Pass-Thru Traffic Calls	113*
Mutual Aid Calls	39
Undefined Calls	7
Total Calls	3,523

*While there were a total of 453 traffic calls in 2018, 113 of these calls were pass-thru traffic calls (calls that did not originate from households or nonresidential development within the District). The remaining 340 traffic calls were allocated to residential and nonresidential uses, based on the relative percentage of calls from these categories.

With 3,523 fire calls for service in 2018 and 25,460 occupied building square feet, the existing level of service is 7.014 building square feet per call.

The District has two fire vehicles that can be considered in the calculation of impact fees – a 2015 Pierce Pumper acquired at a cost of \$636,500 with a salvage value of \$50,000 and an aerial ladder truck that the District intends to acquire within the next 6 years at a cost of \$850,000 with a salvage value of \$50,000. The ladder truck is needed to serve the additional height and reach demands of future development.

Identify Demands Placed Upon Existing Public Facilities by New Development Activity at the Proposed Level of Service

Utah Code 11-36a-302(1)(a)(iv)

There is no excess capacity in the two existing fire stations. New development in the District will need an estimated 3,220 square feet of space by 2028,² while growth in pass-through traffic will create additional demand for fire space. The demand from new development is based on 439 projected fire calls from new growth originating in the District. The existing level of service is 7.014 fire building square feet per call for service. This will consume 3,081 fire facility square feet. The total need for 3,220 square feet includes the space requirements from mutual aid and pass-thru traffic calls.

Excess capacity in the 2015 Pierce Pumper Truck will be consumed by 2024. New development will need to buy into the excess capacity of this truck.

² Calculated by multiplying the 459 anticipated new fire calls by the existing level of service of 7.014 square feet per call.

Identify How the Growth Demands Will Be Met

Utah Code 11-36a-302(1)(a)(v)

New growth will need to pay for its proportionate share of construction of the new fire station facility – Station 43. This station will include 9,050 square feet at an estimated construction cost of \$4,866,417.

New growth will also buy into the excess capacity of the Pierce Pumper Truck, acquired in 2015 at a cost of \$636,500, with capacity to serve the District through 2024. The District will also need to purchase an aerial ladder truck at an estimated cost of \$850,000 in the next six years.

Consideration of Revenue Sources to Finance Impacts on System Improvements

Utah Code 11-36a-302(2)

This Impact Fee Facilities Plan includes a thorough discussion of all potential revenue sources for public safety improvements. These revenue sources include grants, bonds, interfund loans, transfers from the General Fund, impact fees and anticipated or accepted dedications of system improvements.

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Facilities Plan before preparing an Impact Fee Analysis (IFA) and enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFFP. This IFFP follows all legal requirements as outlined below. The District has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Facilities Plan in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Facilities Plan

A local political subdivision must provide written notice of its intent to prepare an IFFP before preparing the Plan (Utah Code §11-36a-501). This notice must be posted on the Utah Public Notice website. The District has complied with this noticing requirement for the IFFP.

Preparation of Impact Fee Facilities Plan

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee facilities plan. (Utah Code 11-36a-301).

Section 11-36a-302(a) of the Utah Code outlines the requirements of an IFFP which is required to identify the following:

- (i) identify the existing level of service
- (ii) establish a proposed level of service
- (iii) identify any excess capacity to accommodate future growth at the proposed level of service
- (iv) identify demands placed upon existing facilities by new development activity at the proposed level of service; and
- (v) identify the means by which the political subdivision or private entity will meet those growth demands.

Further, the proposed level of service may:

- (i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or
- (ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In preparing an impact fee facilities plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:

- (a) grants
- (b) bonds
- (c) interfund loans
- (d) transfers from the General Fund
- (e) impact fees; and
- (f) anticipated or accepted dedications of system improvements.

Certification of Impact Fee Facilities Plan

Utah Code states that an impact fee facilities plan shall include a written certification from the person or entity that prepares the impact fee facilities plan. This certification is included at the conclusion of this analysis.

Existing Service Levels

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

Growth in Demand

Impacts on fire safety facilities will come from both residential and non-residential growth. This growth is projected as follows:

TABLE 3: GROWTH PROJECTIONS, 2018-2028

Year	Households	Nonresidential SF
2018	15,279	21,925,307
2019	15,508	22,253,921
2020	15,741	22,588,275
2021	15,977	22,926,934
2022	16,217	23,271,333
2023	16,460	23,620,038
2024	16,707	23,974,482
2025	16,958	24,334,666

Year	Households	Nonresidential SF
2026	17,212	24,699,155
2027	17,470	25,069,384
2028	17,732	25,445,353
Growth 2020-2028	1,991	2,857,077

Source: Davis County Assessor's Office (units and building square feet) and GIS measurement of institutional space by ZPFI.

Residential and nonresidential growth will create increased demand for fire safety services as demonstrated by the increased calls for service that are projected to occur.

The increased fire calls for service, originating within the District, are projected as shown in the following table. Additional calls may be received for pass-through traffic, but these calls are not included in the calculation of impact fees.

TABLE 4: PROJECTED GROWTH IN CALLS FOR SERVICE

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2018	15,279	1,944	0.1273	21,925,307	1,419	0.0647
2019	15,508	1,974	0.1273	22,253,921	1,441	0.0647
2020	15,741	2,003	0.1273	22,588,275	1,462	0.0647
2021	15,977	2,033	0.1273	22,926,934	1,484	0.0647
2022	16,217	2,064	0.1273	23,271,333	1,507	0.0647
2023	16,460	2,095	0.1273	23,620,038	1,529	0.0647
2024	16,707	2,126	0.1273	23,974,482	1,552	0.0647
2025	16,958	2,158	0.1273	24,334,666	1,575	0.0647
2026	17,212	2,190	0.1273	24,699,155	1,599	0.0647
2027	17,470	2,223	0.1273	25,069,384	1,623	0.0647
2028	17,732	2,257	0.1273	25,445,353	1,647	0.0647
Growth 2020-2028	1,991	253		2,857,077	185	

Existing Service Levels

The District currently has 25,460 square feet of building space for fire services in two stations – Station 41 and Station 42. These fire stations are currently at capacity; therefore, the District intends to build a new station (Station 43) at an estimated cost of \$4,866,417 within the next 6 years.

The District had a total of 3,523 fire calls in 2018, with 3,371 of these calls originating from within the District. There are 0.1273 calls per residential dwelling unit and 0.0647 calls per nonresidential square foot of space.

TABLE 5: EXISTING LEVEL OF SERVICE

Description	Amount
Residential Units	15,279
Residential Calls	1,944

Description	Amount
Residential Calls per Unit	0.1273
Nonresidential SF	21,925,307
Nonresidential Calls	1,419
Nonresidential Calls per 1000 SF	0.0647
Pass-Thru Calls	113
Mutual Aid Calls	39
Undefined Calls	7
Total Calls	3,523

With 3,523 fire calls for service in 2018 and 25,460 building square feet, the existing level of service is 7.014 building square feet per call.

The District has two fire vehicles that can be considered in the calculation of impact fees – a 2016 Pierce Pumper acquired at a cost of \$636,500 and an aerial ladder truck that the District intends to acquire within the next 6 years at a cost of \$850,000. The ladder truck is needed to serve the additional height and reach demands of future development. The existing level of service for the Pierce Pumper truck is 3,523 calls per truck.

Proposed Level of Service

The proposed level of service for fire station facilities is the same as the existing level of service – 7.014 building square feet per call for service.

The proposed level of service is 3,852 fire calls (capacity reached in the year 2024) for the Pierce Pumper truck and 4,962 fire calls (capacity reached in the year 2041) for the ladder truck.

Excess Capacity

The two fire stations are at full capacity and there is therefore no excess capacity.

The Pierce Pumper truck has excess capacity to serve new development through 2024, or a total of 1,395 nonresidential calls for service, and a total of 3,852 calls (including residential, nonresidential, mutual aid and pass-thru). The aerial ladder truck has not yet been purchased but will have capacity to serve the District through 2041 – a total of 4,962 fire calls (1,797 of which are projected to be nonresidential calls).

Identify Demands Placed upon Existing Facilities by New Development Activity at the Proposed Level of Service

There is no excess capacity in the two existing fire stations. Therefore, the District will need to add additional fire station facilities if it is to at least maintain existing service levels. Additional needs reflect a constant ratio of 7.041 square feet per call.

TABLE 6: FACILITIES NEEDED (FIRE BUILDING SQUARE FEET) TO MAINTAIN EXISTING/PROPOSED FIRE SERVICE LEVELS FROM NEW DEVELOPMENT

Year	Total Calls for Service	Bldg SF Required
2018	3,523	24,710
2019	3,576	25,082
2020	3,630	25,460
2021	3,684	25,842
2022	3,739	26,229
2023	3,795	26,620
2024	3,852	27,017
2025	3,910	27,428
2026	3,968	27,834
2027	4,028	28,254
2028	4,089	28,680
2029	4,150	29,111
2030	4,213	29,547
Growth, 2020-2028	459	3,220

Of the 3,220 square feet required by the growth in calls in the District, new development will be responsible for the construction cost of 3,081 square feet. The difference of 139 square feet is attributable to pass-thru traffic and mutual aid calls.

Identify the Means by Which the Political Subdivision or Private Entity Will Meet Those Growth Demands

The District will meet the proposed growth demands through construction of Station 43 which will contain 9,050 square feet and cost \$4,866,417 to construct.

Manner of Financing for Public Facilities

Utah Code 11-36a-304(2)(c)(d)(e)

Impact fees will be used to fund the established growth-driven fire safety facilities.

Credits Against Impact Fees

Utah Code 11-36a-304(2)(f)

The Impact Fees Act requires credits to be paid back to development for future fees that may be paid to fund system improvements found in the IFFP so that new development is not charged twice. Credits may also be paid back to developers who have constructed or directly funded items that are included in the IFFP or donated to the District in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions or improvements required to offset density or as a condition for development. Any item that a developer funds must be included in the IFFP

if a credit is to be issued and must be agreed upon with the District before construction of the improvements.

The standard impact fee can also be decreased to respond to unusual circumstances in specific cases in order to ensure that impact fees are imposed fairly. In certain cases, a developer may submit studies and data that clearly show a need for adjustment.

At the discretion of the District, impact fees may be modified for low-income housing, although alternate sources of funding must be identified.

Grants

The District is unaware of any potential grant sources for future public safety facilities. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees.

Bonds

The District has one outstanding bond on Station 42. New development cannot be charged the full impact fee for Station 43 and then also required to pay on the bond for Station 42. Therefore, a credit needs to be calculated against the outstanding bond issued for Station 42.

Impact Fees

Because of the growth anticipated to occur in the District, impact fees are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis may be prepared and the District may charge impact fees for public safety.

Anticipated or Accepted Dedications of System Improvements

Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the District before construction of the improvements.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the

methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;

3. Complies in each and every relevant respect with the Impact Fees Act.

DRAFT

EXHIBIT B

North Davis Fire District



DRAFT Public Safety Impact Fee Analysis



IMPACT FEE ANALYSIS NORTH DAVIS FIRE DISTRICT

Executive Summary

Background

The Impact Fee Analysis (IFA) was prepared to meet the requirements of Utah Code §11-36a. Impact fees are a one-time fee charged to new development to help offset the capital costs associated with new growth in a community. The District includes one service area and all new development will be charged the same public safety impact fee regardless of where the development takes place.

Impacts to public safety from residential and non-residential growth are manifest in increased demand on fire services. The increased demand results in the need for more fire safety facilities. The total impacts are shown in the table below, with the following sections analyzing how the increased growth results in more calls for service and the need for more facility space.

Maximum fire impact fees, on a residential unit and nonresidential square foot basis, are summarized in the table below:

TABLE 1: SUMMARY OF RESIDENTIAL PER UNIT AND NONRESIDENTIAL SQUARE FOOT COSTS

	Cost per Call Station	Cost per Call/Vehicles	Calls per Unit	Maximum Fee	Current Fees
Residential	\$2,893.14		0.1273	\$368.30	\$136.68
Non-Residential	\$2,893.14	\$166.55	0.0647	\$0.20	\$0.54

New Development and Growth

Residential and non-residential growth creates the demand for new public safety capital facilities. Projected growth is shown in the following table:

TABLE 2: GROWTH PROJECTIONS

Year	Households	Nonresidential SF
2018	15,279	21,925,307
2019	15,508	22,253,921
2020	15,741	22,588,275
2021	15,977	22,926,934
2022	16,217	23,271,333
2023	16,460	23,620,038
2024	16,707	23,974,482
2025	16,958	24,334,666
2026	17,212	24,699,155
2027	17,470	25,069,384
2028	17,732	25,445,353
Growth 2020-2028	1,991	2,857,077

Year	Households	Nonresidential SF
<i>Source: Davis County Assessor's Office (units and building square feet) and GIS measurement of institutional space by ZPFI.</i>		

Residential and non-residential growth will result in the need for more fire facility space, as reflected by the growth in fire calls for service.

TABLE 3: PROJECTED GROWTH IN CALLS FOR SERVICE

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2018	15,279	1,944	0.1273	21,925,307	1,419	0.0647
2019	15,508	1,974	0.1273	22,253,921	1,441	0.0647
2020	15,741	2,003	0.1273	22,588,275	1,462	0.0647
2021	15,977	2,033	0.1273	22,926,934	1,484	0.0647
2022	16,217	2,064	0.1273	23,271,333	1,507	0.0647
2023	16,460	2,095	0.1273	23,620,038	1,529	0.0647
2024	16,707	2,126	0.1273	23,974,482	1,552	0.0647
2025	16,958	2,158	0.1273	24,334,666	1,575	0.0647
2026	17,212	2,190	0.1273	24,699,155	1,599	0.0647
2027	17,470	2,223	0.1273	25,069,384	1,623	0.0647
2028	17,732	2,257	0.1273	25,445,353	1,647	0.0647
Growth 2020-2028	1,991	253		2,857,077	185	

Impact on Consumption of Existing Capacity - Utah Code 11-36a-304(1)(a)

There is no excess capacity in the two existing fire station buildings. The Pierce Pumper truck has some excess capacity that will be consumed by new development by 2024.

Impact on System Improvements by Anticipated Development Activity - Utah Code 11-36a-304(1)(b)

With 3,523 fire calls for service in 2018 and 25,460 occupied building square feet, the existing level of service is 7.014 building square feet per call. In order to maintain this service level, the District will need to acquire an additional 3,081 square feet of space by 2028.

TABLE 4: FACILITIES NEEDED (FIRE BUILDING SQUARE FEET) TO MAINTAIN EXISTING/PROPOSED FIRE SERVICE LEVELS FROM NEW DEVELOPMENT

Year	Total Calls for Service	Building SF Required
2018	3,523	24,710
2019	3,576	25,082
2020	3,630	25,460
2021	3,684	25,842
2022	3,739	26,229
2023	3,795	26,620
2024	3,852	27,017
2025	3,910	27,428

Year	Total Calls for Service	Building SF Required
2026	3,968	27,834
2027	4,028	28,254
2028	4,089	28,680
2029	4,150	29,111
2030	4,213	29,547
Growth, 2020-2028	459	3,220

The District has two fire vehicles that can be considered in the calculation of impact fees – a 2015 Pierce Pumper truck acquired at a cost of \$636,500 and an aerial ladder truck that the City intends to acquire within the next 6 years at a cost of \$850,000. The ladder truck is needed to serve the additional height and reach demands of future development.

Relationship of Anticipated Impacts to Anticipated Development Activity - Utah Code 11-36a-304(1)(c)

New development will be required to pay for its fair share of a new fire station – Station 43. In addition, it will be required to buy into the excess capacity of the 2015 Pierce Pumper truck and pay for its fair of a new aerial ladder truck to be acquired within the next 6 years.

Proportionate Share Analysis - Utah Code 11-36a-304(1)(d)

A summary of the cost calculations, explained in more detail in the body of this report, is as follows:

TABLE 5: FIRE FEE CALCULATIONS

Summary	Amount
New Station	\$3,771.63
Credits	(\$282.87)
Consultant Costs	\$17.43
Fund Balance	(\$613.05)
TOTAL Cost per Call	\$2,893.14

The cost per call must then be multiplied by the calls per unit in order to arrive at a maximum impact fee that can be charged. In addition, non-residential development can pay its fair share of fire vehicles that cost more than \$500,000.

TABLE 6: SUMMARY OF RESIDENTIAL PER UNIT AND NONRESIDENTIAL SQUARE FOOT COSTS

	Cost per Call Station	Cost per Call/Vehicles	Calls per Unit	Maximum Fee	Current Fees
Residential	\$2,893.14		0.1273	\$368.30	\$136.68
Non-Residential	\$2,893.14	\$166.55	0.0647	\$0.20	\$0.54

Utah Code Legal Requirements

Preparation of Impact Fee Analysis. Utah Code requires that “each local political subdivision... intending to impose an impact fee shall prepare a written analysis (Impact Fee Analysis or IFA) of each impact fee” (Utah Code 11-36a-303). This IFA follows all legal requirements as outlined below. The District has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Analysis in accordance with legal requirements.

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to identify the following:

- anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

- anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

- how anticipated impacts are reasonably related to the anticipated development activity

- the proportionate share of:

 - costs for existing capacity that will be recouped; and

 - costs of impacts on system improvement that are reasonably related to the new development activity; and

 - how the impact fee was calculated.

Further, in analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

- the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;

- the cost of system improvements for each public facility;

- other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

- the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by means such as user charges, special assessments, or payment from the proceeds of general taxes;

- the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

extraordinary costs, if any, in servicing the newly developed properties; and

the time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees. Utah Code 11-36a-305 states that for purposes of calculating an impact fee, a local political subdivision or private entity may include the following:

construction contract price;

cost of acquiring land, improvements, materials, and fixtures;

cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and

for a political subdivision, debt service charges if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Additionally, the Code states that each political subdivision or private entity shall base impact fee amounts on realistic estimates and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Certification of Impact Fee Analysis. Utah Code 11-36a-306 states that an impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment. Utah Code 11-36a-202 states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Notice of Intent to Prepare Impact Fee Analysis. A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Analysis (Utah Code 11-36a-503(1)). This notice must be posted on the Utah Public Notice website. The District has complied with this noticing requirement for the IFA by posting notice.

Impact Fee Analysis

Utah Code allows cities to include only public safety buildings and fire vehicles with a cost of \$500,000 or more in the calculation of impact fees. This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity – Utah Code 11-36a-304((1)(a))

Demand Placed on Facilities by New Development Activity

Impacts on public safety facilities will come from both residential and non-residential growth. This growth is projected as follows:

TABLE 7: GROWTH PROJECTIONS

Year	Households	Nonresidential SF
2018	15,279	21,925,307
2019	15,508	22,253,921
2020	15,741	22,588,275
2021	15,977	22,926,934
2022	16,217	23,271,333
2023	16,460	23,620,038
2024	16,707	23,974,482
2025	16,958	24,334,666
2026	17,212	24,699,155
2027	17,470	25,069,384
2028	17,732	25,445,353
Growth 2020-2028	1,991	2,857,077

Source: Davis County Assessor's Office (units and building square feet) and GIS measurement of institutional space by ZPFI.

Residential and nonresidential growth will create increased demand for fire services as demonstrated by the increased calls for service that are projected to occur.

Both residential and nonresidential growth will create the need for more fire facilities. This increased demand is evident through the increased calls for service.

TABLE 8: PROJECTED GROWTH IN CALLS FOR SERVICE

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2018	15,279	1,944	0.1273	21,925,307	1,419	0.0647
2019	15,508	1,974	0.1273	22,253,921	1,441	0.0647
2020	15,741	2,003	0.1273	22,588,275	1,462	0.0647
2021	15,977	2,033	0.1273	22,926,934	1,484	0.0647
2022	16,217	2,064	0.1273	23,271,333	1,507	0.0647

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2023	16,460	2,095	0.1273	23,620,038	1,529	0.0647
2024	16,707	2,126	0.1273	23,974,482	1,552	0.0647
2025	16,958	2,158	0.1273	24,334,666	1,575	0.0647
2026	17,212	2,190	0.1273	24,699,155	1,599	0.0647
2027	17,470	2,223	0.1273	25,069,384	1,623	0.0647
2028	17,732	2,257	0.1273	25,445,353	1,647	0.0647
Growth 2020-2028	1,991	253		2,857,077	185	

There is no excess capacity in the existing fire stations. Therefore, the District intends to construct a new station (Station 43) consisting of 9,050 square feet at a cost of \$4,866,417.

TABLE 9: FACILITIES NEEDED (FIRE BUILDING SQUARE FEET) TO MAINTAIN EXISTING/PROPOSED FIRE SERVICE LEVELS FROM NEW DEVELOPMENT

Year	Total Calls for Service	Building SF Required
2018	3,523	24,710
2019	3,576	25,082
2020	3,630	25,460
2021	3,684	25,842
2022	3,739	26,229
2023	3,795	26,620
2024	3,852	27,017
2025	3,910	27,428
2026	3,968	27,834
2027	4,028	28,254
2028	4,089	28,680
Growth, 2020-2028	459	3,220

Of the 3,220 square feet required by the growth in calls in the District, new development will be responsible for the construction cost of 3,081 square feet. The difference of 139 square feet is attributable to pass-thru traffic and mutual aid calls.

In addition to the new fire station required by growth in the District, the District will need a new aerial ladder truck.

Identify the Means by Which the Political Subdivision or Private Entity Will Meet Those Growth Demands – Utah Code 11-36a-304((1)(b))

The District will meet the proposed growth demands by building a new fire station of 9,050 square feet at a cost of \$4,866,417. The District will also require new development to buy into the excess capacity of its Pierce Pumper truck that was acquired in 2015. The District will further require new development to pay for its fair share of a new aerial ladder truck that it intends to acquire within the next six years.

Relationship of Anticipated Impacts to Anticipated Development Activity – Utah Code 11-36a-304((1)(c))

Additional public safety facilities are needed due to new development and growth. One way of measuring the increased demand for services is through the number of calls for service. As calls for service increase, public safety departments are forced to expand and need more space to house their activities.

Proportionate Share Analysis – Utah Code 11-36a-304((1)(d))

The proportionate share analysis includes the following steps:

- 1) Project increased population and nonresidential growth
- 2) Project increased calls for service, keeping the ratio of calls for service for residential units and nonresidential square feet constant with existing ratios
- 3) Project the need for increased building floor space based on the current ratio of building square feet per call
- 4) Calculate the cost per call by dividing the cost of the increased public safety building square feet needed by the growth in calls
- 5) Allocate the cost per call to residential and nonresidential units based on the number of calls per residential unit and nonresidential square feet, respectively
- 6) Calculate the fair share of fire vehicle costs in excess of \$500,000 that are attributable to new development.

The first step is to take the projected growth and calculate the additional calls for service that will result due to new development.

TABLE 10: GROWTH IN CALLS FOR SERVICE

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2018	15,279	1,944	0.1273	21,925,307	1,419	0.0647
2019	15,508	1,974	0.1273	22,253,921	1,441	0.0647
2020	15,741	2,003	0.1273	22,588,275	1,462	0.0647
2021	15,977	2,033	0.1273	22,926,934	1,484	0.0647
2022	16,217	2,064	0.1273	23,271,333	1,507	0.0647
2023	16,460	2,095	0.1273	23,620,038	1,529	0.0647
2024	16,707	2,126	0.1273	23,974,482	1,552	0.0647
2025	16,958	2,158	0.1273	24,334,666	1,575	0.0647
2026	17,212	2,190	0.1273	24,699,155	1,599	0.0647
2027	17,470	2,223	0.1273	25,069,384	1,623	0.0647
2028	17,732	2,257	0.1273	25,445,353	1,647	0.0647
Growth 2020-2028	1,991	253		2,857,077	185	

The growth in development will result in the need for additional fire facility square footage, based on a constant ratio of 0.1273 calls per residential unit per year and 0.0647 calls per nonresidential square foot per year. The cost per call for new construction is \$3,771.63.

TABLE 11: COST PER CALL FOR CONSTRUCTION OF NEW FACILITY

New Construction	Amount
LOS - SF per call	7.014
Growth in All Calls, 2020-2028	459.05
SF Needed Total, 2020-2028	3,219.78
Growth in Calls Attributable to New Development (not incl. mutual aid and pass-thru), 2020-2028	439.22
SF Needed by New Development, 2020-2028	3,080.69
Total SF of New Facility	9,050
Cost of New Facility	\$4,866,417
% of Total Cost Attributable to New Development	34.0%
Cost Attributable to New Development	\$1,656,568
Cost per Call for New Development	\$3,771.63

However, there is an outstanding bond on Station 42. This is considered a deficiency (since the building is not entirely paid for and new development is being charged for this level of service). Therefore, new development must be credited for its fair share of these remaining bond payments.

TABLE 12: CREDITS FOR OUTSTANDING BOND ON STATION 42

Year	Annual Payment	Total Calls	Payment per Call	NPV
2021	233,165.00	3,684	\$63.29	\$376.06
2022	231,912.00	3,739	\$62.02	\$324.06
2023	230,490.00	3,795	\$60.73	\$271.76
2024	233,899.00	3,852	\$60.72	\$219.19
2025	231,970.00	3,910	\$59.32	\$165.04
2026	229,872.00	3,968	\$57.93	\$110.67
2027	232,605.00	4,028	\$57.74	\$56.06
			Average Credit	\$217.55

The District also intends to remodel Station 42. While it will not add any additional square feet to the building, the District feels that it may be able to allow it to handle some additional calls. However, the District has conservatively credited to new development the cost of the remodel. These credits are shown below. The average credit over the first five years is \$61.97.

TABLE 13: CREDITS FOR REMODEL OF STATION 42

Year	Payment per Year	Total Calls	Payment per Call	NPV	Cost per Call
2021	(\$20,164.71)	3,684	(\$5.47)	(\$71.99)	(\$68.67)
2022	(\$20,164.71)	3,739	(\$5.39)	(\$68.67)	(\$65.34)
2023	(\$20,164.71)	3,795	(\$5.31)	(\$65.34)	(\$61.99)
2024	(\$20,164.71)	3,852	(\$5.24)	(\$61.99)	(\$58.61)
2025	(\$20,164.71)	3,910	(\$5.16)	(\$58.61)	(\$55.21)
2026	(\$20,164.71)	3,968	(\$5.08)	(\$55.21)	(\$51.79)
2027	(\$20,164.71)	4,028	(\$5.01)	(\$51.79)	(\$48.34)

Year	Payment per Year	Total Calls	Payment per Call	NPV	Cost per Call
2028	(\$20,164.71)	4,089	(\$4.93)	(\$48.34)	(\$44.86)
2029	(\$20,164.71)	4,150	(\$4.86)	(\$44.86)	(\$41.34)
2030	(\$20,164.71)	4,213	(\$4.79)	(\$41.34)	(\$37.80)
2031	(\$20,164.71)	4,276	(\$4.72)	(\$37.80)	(\$34.21)
2032	(\$20,164.71)	4,339	(\$4.65)	(\$34.21)	(\$30.59)
2033	(\$20,164.71)	4,404	(\$4.58)	(\$30.59)	(\$26.93)
2034	(\$20,164.71)	4,471	(\$4.51)	(\$26.93)	(\$23.23)
2035	(\$20,164.71)	4,537	(\$4.44)	(\$23.23)	(\$19.48)
2036	(\$20,164.71)	4,606	(\$4.38)	(\$19.48)	(\$15.69)
2037	(\$20,164.71)	4,675	(\$4.31)	(\$15.69)	(\$11.85)
2038	(\$20,164.71)	4,745	(\$4.25)	(\$11.85)	(\$7.95)
2039	(\$20,164.71)	4,816	(\$4.19)	(\$7.95)	(\$4.12)
2040	(\$20,164.71)	4,889	(\$4.12)	(\$4.12)	\$0.00

Total credits for the outstanding bond on Station 42 and the remodel of Station 42 are \$282.87.

TABLE 14: SUMMARY OF CREDITS ON FIRE STATION FACILITIES

Description	Amount
Credits - Station 42 (outstanding bond - deficiency)	(\$217.55)
Station 42 – Remodel	(\$65.32)
Total Cost per Call	(\$282.87)

In addition, impact fees can include consultant costs.

TABLE 15: CONSULTANT COSTS

Description	Amount
Consultant Costs	\$8,000.00
Growth in Calls, 2020-2028	459
Cost per Call	\$17.43

Because the Fire District has a cash balance on hand, these funds can be used to offset future construction costs. This credit is calculated as follows:

TABLE 16: SUMMARY OF CREDITS ON FIRE STATION FACILITIES

Description	Amount
Fund Balance	\$281,420.76
Growth in Calls, 2020-2028	459
Credit per Call	(\$613.05)

The cost per call for fire is \$2,893.14 as shown in the table below.

TABLE 17: SUMMARY OF CREDITS ON FIRE STATION FACILITIES

Summary	
New Station	\$3,771.63
Credits	(\$282.87)
Consultant Costs	\$17.43
Fund Balance	(\$613.05)
TOTAL Cost per Call	\$2,893.14

The cost of the two fire vehicles (2015 Pierce and a new ladder truck) are then added to the costs calculated for nonresidential development only.

TABLE 18: PIERCE PUMPER TRUCK PROPORTIONATE SHARE ANALYSIS

2015 Pierce Pumper	Cost Allocation	% of Total Call Capacity to Growth, 2020-2028	Amount Allocated to Growth, 2020-2028	Cost per Call
Actual Cost including Interest	\$626,044			
Residential % of Calls	49.6%			
Non-Residential % of Calls	36.2%	11.2%	\$25,459.87	\$153.12

However, there are lease payments outstanding on the Pierce Pumper truck. Therefore, new development needs to be credited so that it does not pay twice. The average credit is \$40.80.

TABLE 19: PIERCE PUMPER TRUCK LEASE PAYMENT CREDITS

Year	Payment (assumes 10-yr life)	Calls to Existing Development	Cost per Call	NPV
2021	(\$62,604.35)	3,523	(\$17.77)	(\$64.64)
2022	(\$62,604.35)	3,576	(\$17.51)	(\$48.80)
2023	(\$62,604.35)	3,630	(\$17.25)	(\$32.76)
2024	(\$62,604.35)	3,684	(\$16.99)	(\$16.99)

The District intends to acquire an aerial ladder truck by 2022.

TABLE 20: AERIAL LADDER TRUCK PROPORTIONATE SHARE ANALYSIS

2022 Ladder Truck	% of Calls	Cost Allocation	% of Total Call Capacity to Growth, 2020-2028	Amount Allocated to Growth, 2020-2028	Cost per Call
Total Cost + Interest		\$899,576			
Residential	49.6%	\$446,341.04			
Non-Residential	36.2%	\$325,818.74	11.2%	\$36,578.53	\$197.78

Again, credits will need to be made so that new development does not pay twice – through an impact fee and then through lease payments. The credits that need to be made are to offset the cost of the truck

that will benefit existing development. Anticipated annual costs, given a useful life of 20 years, are shown in the table below.

TABLE 21: AERIAL LADDER TRUCK PROPORTIONATE SHARE ANALYSIS

Year	Payments	All Calls	Cost per Call	NPV
2022	(\$44,978.82)	3,739	(\$12.03)	(\$158.20)
2023	(\$44,978.82)	3,795	(\$11.85)	(\$150.92)
2024	(\$44,978.82)	3,852	(\$11.68)	(\$143.59)
2025	(\$44,978.82)	3,910	(\$11.50)	(\$136.22)
2026	(\$44,978.82)	3,968	(\$11.33)	(\$128.81)
2027	(\$44,978.82)	4,028	(\$11.17)	(\$121.34)
2028	(\$44,978.82)	4,089	(\$11.00)	(\$113.81)
2029	(\$44,978.82)	4,150	(\$10.84)	(\$106.23)
2030	(\$44,978.82)	4,213	(\$10.68)	(\$98.58)
2031	(\$44,978.82)	4,276	(\$10.52)	(\$90.86)
2032	(\$44,978.82)	4,339	(\$10.36)	(\$83.06)
2033	(\$44,978.82)	4,404	(\$10.21)	(\$75.19)
2034	(\$44,978.82)	4,471	(\$10.06)	(\$67.23)
2035	(\$44,978.82)	4,537	(\$9.91)	(\$59.19)
2036	(\$44,978.82)	4,606	(\$9.77)	(\$51.05)
2037	(\$44,978.82)	4,675	(\$9.62)	(\$42.82)
2038	(\$44,978.82)	4,745	(\$9.48)	(\$34.48)
2039	(\$44,978.82)	4,816	(\$9.34)	(\$26.04)
2040	(\$44,978.82)	4,889	(\$9.20)	(\$17.48)
2041	(\$44,978.82)	4,962	(\$9.07)	(\$9.07)

Total vehicle costs per call are summarized as follows:

TABLE 22: SUMMARY OF VEHICLE COSTS PER CALL

Vehicle Summary	Total Cost per Call	Credit per Call	Cost per Call After Credits
Pierce Pumper	\$153.12	(\$40.80)	\$112.32
Aerial Ladder	\$197.78	(\$143.55)	\$54.23
Total	\$350.90	(\$184.35)	\$166.55

Maximum fees that can be charged are as follows:

TABLE 23: SUMMARY OF MAXIMUM IMPACT FEES

	Cost per Call Station	Cost per Call/Vehicles	Calls per Unit	Maximum Fee	Current Fees
Residential	\$2,893.14		0.1273	\$368.30	\$136.68

	Cost per Call Station	Cost per Call/Vehicles	Calls per Unit	Maximum Fee	Current Fees
Non-Residential	\$2,893.14	\$166.55	0.0647	\$0.20	\$0.54

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.

EXHIBIT A

North Davis Fire District



DRAFT Public Safety Impact Fee Facilities Plan

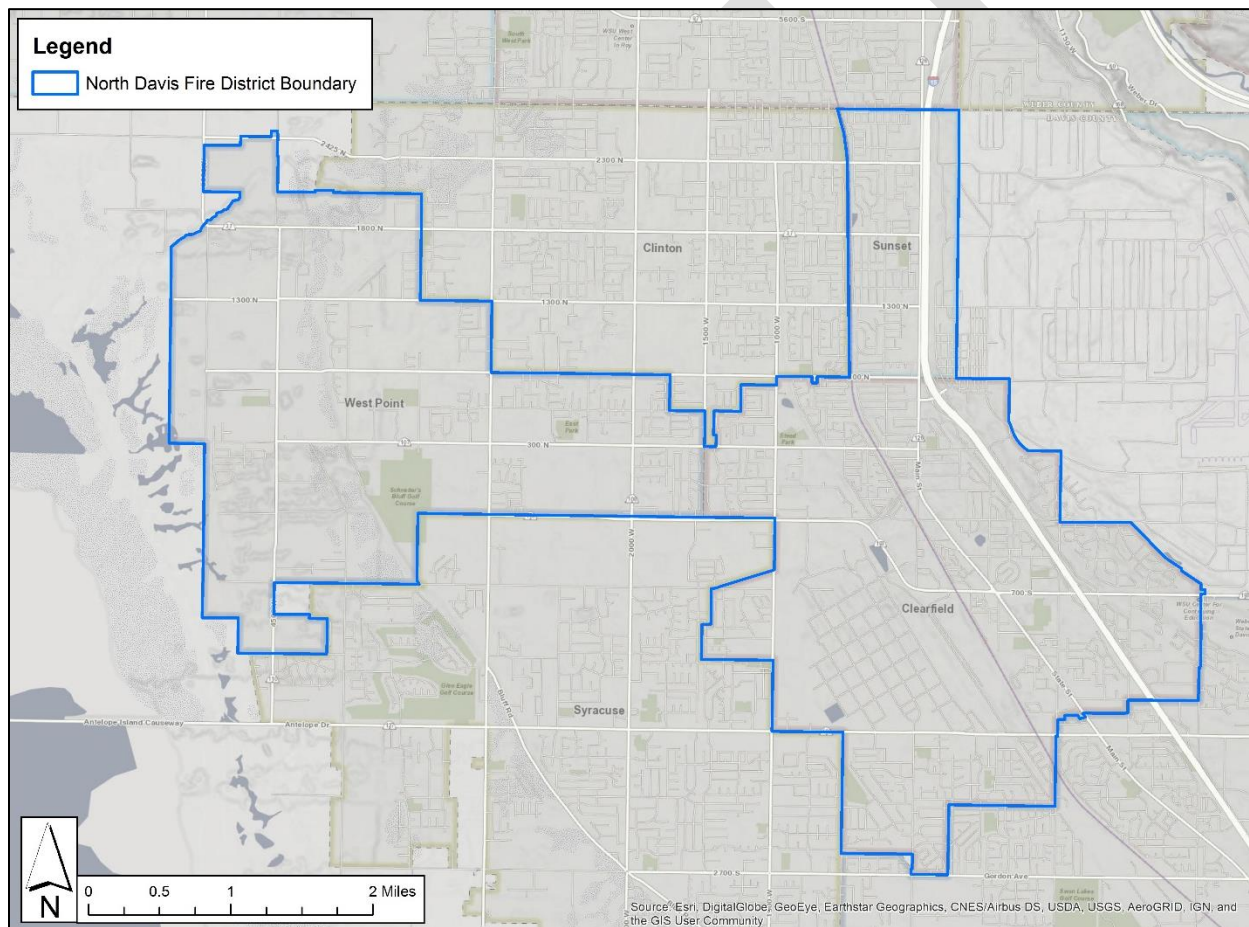


IMPACT FEE FACILITIES PLAN NORTH DAVIS FIRE DISTRICT

Executive Summary

Background

This Impact Fee Facilities Plan (IFFP) was prepared to meet the requirements of Utah Code §11-36a. Impact fees are a one-time fee charged to new development to help offset the capital costs associated with new growth in a community or special district. North Davis Fire District is one service area that covers Clearfield City, Sunset City, MIDA and areas of unincorporated Davis County as shown on the map below.



New Development and Growth

Residential and non-residential growth creates the demand for new public safety capital facilities. Projected growth is shown in the following table:

TABLE 1: GROWTH PROJECTIONS

Year	Households	Nonresidential SF
2018	15,279	21,925,307
2019	15,508	22,253,921
2020	15,741	22,588,275
2021	15,977	22,926,934
2022	16,217	23,271,333
2023	16,460	23,620,038
2024	16,707	23,974,482
2025	16,958	24,334,666
2026	17,212	24,699,155
2027	17,470	25,069,384
2028	17,732	25,445,353
Growth 2020-2028	1,991	2,857,077

Source: Davis County Assessor's Office (units and building square feet) and GIS measurement of institutional space by ZPFI.

Identify the Existing and Proposed Levels of Service and Excess Capacity

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

The IFFP considers only *system* facilities in the calculation of impact fees. For the District, this has been determined to mean fire buildings, as well as fire vehicles that were or will be acquired within the next six years at a cost of \$500,000 or more.

Existing service levels are based on the current capital facilities (i.e., building square feet) as measured per demand unit. Demand units increase with development which generates more calls for service and, therefore, the need for more public building space. In addition, existing service levels for fire include fire vehicles acquired at a cost of \$500,000 or more.

The District currently has 25,460 square feet of building space for fire services – 16,410 square feet in Station 41 and 9,050 square feet in Station 42. Both buildings are at capacity and the District is going to construct a new fire station (Station 43) within the next six years.

The District had a total of 3,523 fire calls in 2018, with 3,371 of these calls originating within the District.¹ New development is not responsible for paying for the growth-related costs of pass-thru traffic or mutual aid calls, but only the calls directly attributable to the new development itself.

On average, there are 0.11441 calls per residential dwelling unit and 0.05820 calls annually per nonresidential square foot of space.

¹ Total calls for service were reduced to account for the fact that 25 percent of all traffic calls are attributed to pass-through traffic that does not originate in Saratoga Springs. Traffic calls represent nearly 13 percent of all calls for service.

TABLE 2: EXISTING LEVEL OF SERVICE

Description	Amount
Residential Units	15,279
Residential Calls	1,944
Residential Calls per Unit	0.1273
Nonresidential SF	21,925,307
Nonresidential Calls	1,419
Nonresidential Calls per 1000 SF	0.0647
Pass-Thru Traffic Calls	113*
Mutual Aid Calls	39
Undefined Calls	7
Total Calls	3,523

*While there were a total of 453 traffic calls in 2018, 113 of these calls were pass-thru traffic calls (calls that did not originate from households or nonresidential development within the District). The remaining 340 traffic calls were allocated to residential and nonresidential uses, based on the relative percentage of calls from these categories.

With 3,523 fire calls for service in 2018 and 25,460 occupied building square feet, the existing level of service is 7.014 building square feet per call.

The District has two fire vehicles that can be considered in the calculation of impact fees – a 2015 Pierce Pumper acquired at a cost of \$636,500 with a salvage value of \$50,000 and an aerial ladder truck that the District intends to acquire within the next 6 years at a cost of \$850,000 with a salvage value of \$50,000. The ladder truck is needed to serve the additional height and reach demands of future development.

Identify Demands Placed Upon Existing Public Facilities by New Development Activity at the Proposed Level of Service

Utah Code 11-36a-302(1)(a)(iv)

There is no excess capacity in the two existing fire stations. New development in the District will need an estimated 3,220 square feet of space by 2028,² while growth in pass-through traffic will create additional demand for fire space. The demand from new development is based on 439 projected fire calls from new growth originating in the District. The existing level of service is 7.014 fire building square feet per call for service. This will consume 3,081 fire facility square feet. The total need for 3,220 square feet includes the space requirements from mutual aid and pass-thru traffic calls.

Excess capacity in the 2015 Pierce Pumper Truck will be consumed by 2024. New development will need to buy into the excess capacity of this truck.

² Calculated by multiplying the 459 anticipated new fire calls by the existing level of service of 7.014 square feet per call.

Identify How the Growth Demands Will Be Met

Utah Code 11-36a-302(1)(a)(v)

New growth will need to pay for its proportionate share of construction of the new fire station facility – Station 43. This station will include 9,050 square feet at an estimated construction cost of \$4,866,417.

New growth will also buy into the excess capacity of the Pierce Pumper Truck, acquired in 2015 at a cost of \$636,500, with capacity to serve the District through 2024. The District will also need to purchase an aerial ladder truck at an estimated cost of \$850,000 in the next six years.

Consideration of Revenue Sources to Finance Impacts on System Improvements

Utah Code 11-36a-302(2)

This Impact Fee Facilities Plan includes a thorough discussion of all potential revenue sources for public safety improvements. These revenue sources include grants, bonds, interfund loans, transfers from the General Fund, impact fees and anticipated or accepted dedications of system improvements.

Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Facilities Plan before preparing an Impact Fee Analysis (IFA) and enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFFP. This IFFP follows all legal requirements as outlined below. The District has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Facilities Plan in accordance with legal requirements.

Notice of Intent to Prepare Impact Fee Facilities Plan

A local political subdivision must provide written notice of its intent to prepare an IFFP before preparing the Plan (Utah Code §11-36a-501). This notice must be posted on the Utah Public Notice website. The District has complied with this noticing requirement for the IFFP.

Preparation of Impact Fee Facilities Plan

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee facilities plan. (Utah Code 11-36a-301).

Section 11-36a-302(a) of the Utah Code outlines the requirements of an IFFP which is required to identify the following:

- (i) identify the existing level of service
- (ii) establish a proposed level of service
- (iii) identify any excess capacity to accommodate future growth at the proposed level of service
- (iv) identify demands placed upon existing facilities by new development activity at the proposed level of service; and
- (v) identify the means by which the political subdivision or private entity will meet those growth demands.

Further, the proposed level of service may:

- (i) exceed the existing level of service if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service; or
- (ii) establish a new public facility if, independent of the use of impact fees, the political subdivision or private entity provides, implements, and maintains the means to increase the existing level of service for existing demand within six years of the date on which new growth is charged for the proposed level of service.

In preparing an impact fee facilities plan, each local political subdivision shall generally consider all revenue sources to finance the impacts on system improvements, including:

- (a) grants
- (b) bonds
- (c) interfund loans
- (d) transfers from the General Fund
- (e) impact fees; and
- (f) anticipated or accepted dedications of system improvements.

Certification of Impact Fee Facilities Plan

Utah Code states that an impact fee facilities plan shall include a written certification from the person or entity that prepares the impact fee facilities plan. This certification is included at the conclusion of this analysis.

Existing Service Levels

Utah Code 11-36a-302(1)(a)(i)(ii)(iii)

Growth in Demand

Impacts on fire safety facilities will come from both residential and non-residential growth. This growth is projected as follows:

TABLE 3: GROWTH PROJECTIONS, 2018-2028

Year	Households	Nonresidential SF
2018	15,279	21,925,307
2019	15,508	22,253,921
2020	15,741	22,588,275
2021	15,977	22,926,934
2022	16,217	23,271,333
2023	16,460	23,620,038
2024	16,707	23,974,482
2025	16,958	24,334,666

Year	Households	Nonresidential SF
2026	17,212	24,699,155
2027	17,470	25,069,384
2028	17,732	25,445,353
Growth 2020-2028	1,991	2,857,077

Source: Davis County Assessor's Office (units and building square feet) and GIS measurement of institutional space by ZPFI.

Residential and nonresidential growth will create increased demand for fire safety services as demonstrated by the increased calls for service that are projected to occur.

The increased fire calls for service, originating within the District, are projected as shown in the following table. Additional calls may be received for pass-through traffic, but these calls are not included in the calculation of impact fees.

TABLE 4: PROJECTED GROWTH IN CALLS FOR SERVICE

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2018	15,279	1,944	0.1273	21,925,307	1,419	0.0647
2019	15,508	1,974	0.1273	22,253,921	1,441	0.0647
2020	15,741	2,003	0.1273	22,588,275	1,462	0.0647
2021	15,977	2,033	0.1273	22,926,934	1,484	0.0647
2022	16,217	2,064	0.1273	23,271,333	1,507	0.0647
2023	16,460	2,095	0.1273	23,620,038	1,529	0.0647
2024	16,707	2,126	0.1273	23,974,482	1,552	0.0647
2025	16,958	2,158	0.1273	24,334,666	1,575	0.0647
2026	17,212	2,190	0.1273	24,699,155	1,599	0.0647
2027	17,470	2,223	0.1273	25,069,384	1,623	0.0647
2028	17,732	2,257	0.1273	25,445,353	1,647	0.0647
Growth 2020-2028	1,991	253		2,857,077	185	

Existing Service Levels

The District currently has 25,460 square feet of building space for fire services in two stations – Station 41 and Station 42. These fire stations are currently at capacity; therefore, the District intends to build a new station (Station 43) at an estimated cost of \$4,866,417 within the next 6 years.

The District had a total of 3,523 fire calls in 2018, with 3,371 of these calls originating from within the District. There are 0.1273 calls per residential dwelling unit and 0.0647 calls per nonresidential square foot of space.

TABLE 5: EXISTING LEVEL OF SERVICE

Description	Amount
Residential Units	15,279
Residential Calls	1,944

Description	Amount
Residential Calls per Unit	0.1273
Nonresidential SF	21,925,307
Nonresidential Calls	1,419
Nonresidential Calls per 1000 SF	0.0647
Pass-Thru Calls	113
Mutual Aid Calls	39
Undefined Calls	7
Total Calls	3,523

With 3,523 fire calls for service in 2018 and 25,460 building square feet, the existing level of service is 7.014 building square feet per call.

The District has two fire vehicles that can be considered in the calculation of impact fees – a 2016 Pierce Pumper acquired at a cost of \$636,500 and an aerial ladder truck that the District intends to acquire within the next 6 years at a cost of \$850,000. The ladder truck is needed to serve the additional height and reach demands of future development. The existing level of service for the Pierce Pumper truck is 3,523 calls per truck.

Proposed Level of Service

The proposed level of service for fire station facilities is the same as the existing level of service – 7.014 building square feet per call for service.

The proposed level of service is 3,852 fire calls (capacity reached in the year 2024) for the Pierce Pumper truck and 4,962 fire calls (capacity reached in the year 2041) for the ladder truck.

Excess Capacity

The two fire stations are at full capacity and there is therefore no excess capacity.

The Pierce Pumper truck has excess capacity to serve new development through 2024, or a total of 1,395 nonresidential calls for service, and a total of 3,852 calls (including residential, nonresidential, mutual aid and pass-thru). The aerial ladder truck has not yet been purchased but will have capacity to serve the District through 2041 – a total of 4,962 fire calls (1,797 of which are projected to be nonresidential calls).

Identify Demands Placed upon Existing Facilities by New Development Activity at the Proposed Level of Service

There is no excess capacity in the two existing fire stations. Therefore, the District will need to add additional fire station facilities if it is to at least maintain existing service levels. Additional needs reflect a constant ratio of 7.041 square feet per call.

TABLE 6: FACILITIES NEEDED (FIRE BUILDING SQUARE FEET) TO MAINTAIN EXISTING/PROPOSED FIRE SERVICE LEVELS FROM NEW DEVELOPMENT

Year	Total Calls for Service	Bldg SF Required
2018	3,523	24,710
2019	3,576	25,082
2020	3,630	25,460
2021	3,684	25,842
2022	3,739	26,229
2023	3,795	26,620
2024	3,852	27,017
2025	3,910	27,428
2026	3,968	27,834
2027	4,028	28,254
2028	4,089	28,680
2029	4,150	29,111
2030	4,213	29,547
Growth, 2020-2028	459	3,220

Of the 3,220 square feet required by the growth in calls in the District, new development will be responsible for the construction cost of 3,081 square feet. The difference of 139 square feet is attributable to pass-thru traffic and mutual aid calls.

Identify the Means by Which the Political Subdivision or Private Entity Will Meet Those Growth Demands

The District will meet the proposed growth demands through construction of Station 43 which will contain 9,050 square feet and cost \$4,866,417 to construct.

Manner of Financing for Public Facilities

Utah Code 11-36a-304(2)(c)(d)(e)

Impact fees will be used to fund the established growth-driven fire safety facilities.

Credits Against Impact Fees

Utah Code 11-36a-304(2)(f)

The Impact Fees Act requires credits to be paid back to development for future fees that may be paid to fund system improvements found in the IFFP so that new development is not charged twice. Credits may also be paid back to developers who have constructed or directly funded items that are included in the IFFP or donated to the District in lieu of impact fees, including the dedication of land for system improvements. This situation does not apply to developer exactions or improvements required to offset density or as a condition for development. Any item that a developer funds must be included in the IFFP

if a credit is to be issued and must be agreed upon with the District before construction of the improvements.

The standard impact fee can also be decreased to respond to unusual circumstances in specific cases in order to ensure that impact fees are imposed fairly. In certain cases, a developer may submit studies and data that clearly show a need for adjustment.

At the discretion of the District, impact fees may be modified for low-income housing, although alternate sources of funding must be identified.

Grants

The District is unaware of any potential grant sources for future public safety facilities. However, should it be the recipient of any such grants, it will then look at the potential to reduce impact fees.

Bonds

The District has one outstanding bond on Station 42. New development cannot be charged the full impact fee for Station 43 and then also required to pay on the bond for Station 42. Therefore, a credit needs to be calculated against the outstanding bond issued for Station 42.

Impact Fees

Because of the growth anticipated to occur in the District, impact fees are a viable means of allowing new development to pay for the impacts that it places on the existing system. This IFFP is developed in accordance with legal guidelines so that an Impact Fee Analysis may be prepared and the District may charge impact fees for public safety.

Anticipated or Accepted Dedications of System Improvements

Any item that a developer funds must be included in the IFFP if a credit against impact fees is to be issued and must be agreed upon with the District before construction of the improvements.

Certification

Zions Public Finance, Inc. certifies that the attached impact fee facilities plan:

1. Includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;

2. Does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the

methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;

3. Complies in each and every relevant respect with the Impact Fees Act.

DRAFT

EXHIBIT B

North Davis Fire District



DRAFT Public Safety Impact Fee Analysis



IMPACT FEE ANALYSIS NORTH DAVIS FIRE DISTRICT

Executive Summary

Background

The Impact Fee Analysis (IFA) was prepared to meet the requirements of Utah Code §11-36a. Impact fees are a one-time fee charged to new development to help offset the capital costs associated with new growth in a community. The District includes one service area and all new development will be charged the same public safety impact fee regardless of where the development takes place.

Impacts to public safety from residential and non-residential growth are manifest in increased demand on fire services. The increased demand results in the need for more fire safety facilities. The total impacts are shown in the table below, with the following sections analyzing how the increased growth results in more calls for service and the need for more facility space.

Maximum fire impact fees, on a residential unit and nonresidential square foot basis, are summarized in the table below:

TABLE 1: SUMMARY OF RESIDENTIAL PER UNIT AND NONRESIDENTIAL SQUARE FOOT COSTS

	Cost per Call Station	Cost per Call/Vehicles	Calls per Unit	Maximum Fee	Current Fees
Residential	\$2,893.14		0.1273	\$368.30	\$136.68
Non-Residential	\$2,893.14	\$166.55	0.0647	\$0.20	\$0.54

New Development and Growth

Residential and non-residential growth creates the demand for new public safety capital facilities. Projected growth is shown in the following table:

TABLE 2: GROWTH PROJECTIONS

Year	Households	Nonresidential SF
2018	15,279	21,925,307
2019	15,508	22,253,921
2020	15,741	22,588,275
2021	15,977	22,926,934
2022	16,217	23,271,333
2023	16,460	23,620,038
2024	16,707	23,974,482
2025	16,958	24,334,666
2026	17,212	24,699,155
2027	17,470	25,069,384
2028	17,732	25,445,353
Growth 2020-2028	1,991	2,857,077

Year	Households	Nonresidential SF
<i>Source: Davis County Assessor's Office (units and building square feet) and GIS measurement of institutional space by ZPFI.</i>		

Residential and non-residential growth will result in the need for more fire facility space, as reflected by the growth in fire calls for service.

TABLE 3: PROJECTED GROWTH IN CALLS FOR SERVICE

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2018	15,279	1,944	0.1273	21,925,307	1,419	0.0647
2019	15,508	1,974	0.1273	22,253,921	1,441	0.0647
2020	15,741	2,003	0.1273	22,588,275	1,462	0.0647
2021	15,977	2,033	0.1273	22,926,934	1,484	0.0647
2022	16,217	2,064	0.1273	23,271,333	1,507	0.0647
2023	16,460	2,095	0.1273	23,620,038	1,529	0.0647
2024	16,707	2,126	0.1273	23,974,482	1,552	0.0647
2025	16,958	2,158	0.1273	24,334,666	1,575	0.0647
2026	17,212	2,190	0.1273	24,699,155	1,599	0.0647
2027	17,470	2,223	0.1273	25,069,384	1,623	0.0647
2028	17,732	2,257	0.1273	25,445,353	1,647	0.0647
Growth 2020-2028	1,991	253		2,857,077	185	

Impact on Consumption of Existing Capacity - Utah Code 11-36a-304(1)(a)

There is no excess capacity in the two existing fire station buildings. The Pierce Pumper truck has some excess capacity that will be consumed by new development by 2024.

Impact on System Improvements by Anticipated Development Activity - Utah Code 11-36a-304(1)(b)

With 3,523 fire calls for service in 2018 and 25,460 occupied building square feet, the existing level of service is 7.014 building square feet per call. In order to maintain this service level, the District will need to acquire an additional 3,081 square feet of space by 2028.

TABLE 4: FACILITIES NEEDED (FIRE BUILDING SQUARE FEET) TO MAINTAIN EXISTING/PROPOSED FIRE SERVICE LEVELS FROM NEW DEVELOPMENT

Year	Total Calls for Service	Building SF Required
2018	3,523	24,710
2019	3,576	25,082
2020	3,630	25,460
2021	3,684	25,842
2022	3,739	26,229
2023	3,795	26,620
2024	3,852	27,017
2025	3,910	27,428

Year	Total Calls for Service	Building SF Required
2026	3,968	27,834
2027	4,028	28,254
2028	4,089	28,680
2029	4,150	29,111
2030	4,213	29,547
Growth, 2020-2028	459	3,220

The District has two fire vehicles that can be considered in the calculation of impact fees – a 2015 Pierce Pumper truck acquired at a cost of \$636,500 and an aerial ladder truck that the City intends to acquire within the next 6 years at a cost of \$850,000. The ladder truck is needed to serve the additional height and reach demands of future development.

Relationship of Anticipated Impacts to Anticipated Development Activity - Utah Code 11-36a-304(1)(c)

New development will be required to pay for its fair share of a new fire station – Station 43. In addition, it will be required to buy into the excess capacity of the 2015 Pierce Pumper truck and pay for its fair of a new aerial ladder truck to be acquired within the next 6 years.

Proportionate Share Analysis - Utah Code 11-36a-304(1)(d)

A summary of the cost calculations, explained in more detail in the body of this report, is as follows:

TABLE 5: FIRE FEE CALCULATIONS

Summary	Amount
New Station	\$3,771.63
Credits	(\$282.87)
Consultant Costs	\$17.43
Fund Balance	(\$613.05)
TOTAL Cost per Call	\$2,893.14

The cost per call must then be multiplied by the calls per unit in order to arrive at a maximum impact fee that can be charged. In addition, non-residential development can pay its fair share of fire vehicles that cost more than \$500,000.

TABLE 6: SUMMARY OF RESIDENTIAL PER UNIT AND NONRESIDENTIAL SQUARE FOOT COSTS

	Cost per Call Station	Cost per Call/Vehicles	Calls per Unit	Maximum Fee	Current Fees
Residential	\$2,893.14		0.1273	\$368.30	\$136.68
Non-Residential	\$2,893.14	\$166.55	0.0647	\$0.20	\$0.54

Utah Code Legal Requirements

Preparation of Impact Fee Analysis. Utah Code requires that “each local political subdivision... intending to impose an impact fee shall prepare a written analysis (Impact Fee Analysis or IFA) of each impact fee” (Utah Code 11-36a-303). This IFA follows all legal requirements as outlined below. The District has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Analysis in accordance with legal requirements.

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis which is required to identify the following:

- anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;

- anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;

- how anticipated impacts are reasonably related to the anticipated development activity

- the proportionate share of:

 - costs for existing capacity that will be recouped; and

 - costs of impacts on system improvement that are reasonably related to the new development activity; and

 - how the impact fee was calculated.

Further, in analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:

- the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;

- the cost of system improvements for each public facility;

- other than impact fees, the manner of financing for each public facility such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;

- the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by means such as user charges, special assessments, or payment from the proceeds of general taxes;

- the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;

the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;

extraordinary costs, if any, in servicing the newly developed properties; and

the time-price differential inherent in fair comparisons of amounts paid at different times.

Calculating Impact Fees. Utah Code 11-36a-305 states that for purposes of calculating an impact fee, a local political subdivision or private entity may include the following:

construction contract price;

cost of acquiring land, improvements, materials, and fixtures;

cost for planning, surveying, and engineering fees for services provided for and directly related to the construction of the system improvements; and

for a political subdivision, debt service charges if the political subdivision might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the costs of the system improvements.

Additionally, the Code states that each political subdivision or private entity shall base impact fee amounts on realistic estimates and the assumptions underlying those estimates shall be disclosed in the impact fee analysis.

Certification of Impact Fee Analysis. Utah Code 11-36a-306 states that an impact fee analysis shall include a written certification from the person or entity that prepares the impact fee analysis. This certification is included at the conclusion of this analysis.

Impact Fee Enactment. Utah Code 11-36a-202 states that a local political subdivision or private entity wishing to impose impact fees shall pass an impact fee enactment in accordance with Section 11-36a-402. Additionally, an impact fee imposed by an impact fee enactment may not exceed the highest fee justified by the impact fee analysts. An impact fee enactment may not take effect until 90 days after the day on which the impact fee enactment is approved.

Notice of Intent to Prepare Impact Fee Analysis. A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Analysis (Utah Code 11-36a-503(1)). This notice must be posted on the Utah Public Notice website. The District has complied with this noticing requirement for the IFA by posting notice.

Impact Fee Analysis

Utah Code allows cities to include only public safety buildings and fire vehicles with a cost of \$500,000 or more in the calculation of impact fees. This IFA is organized based on the legal requirements of Utah Code 11-36a-304.

Impact on Consumption of Existing Capacity – Utah Code 11-36a-304((1)(a))

Demand Placed on Facilities by New Development Activity

Impacts on public safety facilities will come from both residential and non-residential growth. This growth is projected as follows:

TABLE 7: GROWTH PROJECTIONS

Year	Households	Nonresidential SF
2018	15,279	21,925,307
2019	15,508	22,253,921
2020	15,741	22,588,275
2021	15,977	22,926,934
2022	16,217	23,271,333
2023	16,460	23,620,038
2024	16,707	23,974,482
2025	16,958	24,334,666
2026	17,212	24,699,155
2027	17,470	25,069,384
2028	17,732	25,445,353
Growth 2020-2028	1,991	2,857,077

Source: Davis County Assessor's Office (units and building square feet) and GIS measurement of institutional space by ZPFI.

Residential and nonresidential growth will create increased demand for fire services as demonstrated by the increased calls for service that are projected to occur.

Both residential and nonresidential growth will create the need for more fire facilities. This increased demand is evident through the increased calls for service.

TABLE 8: PROJECTED GROWTH IN CALLS FOR SERVICE

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2018	15,279	1,944	0.1273	21,925,307	1,419	0.0647
2019	15,508	1,974	0.1273	22,253,921	1,441	0.0647
2020	15,741	2,003	0.1273	22,588,275	1,462	0.0647
2021	15,977	2,033	0.1273	22,926,934	1,484	0.0647
2022	16,217	2,064	0.1273	23,271,333	1,507	0.0647

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2023	16,460	2,095	0.1273	23,620,038	1,529	0.0647
2024	16,707	2,126	0.1273	23,974,482	1,552	0.0647
2025	16,958	2,158	0.1273	24,334,666	1,575	0.0647
2026	17,212	2,190	0.1273	24,699,155	1,599	0.0647
2027	17,470	2,223	0.1273	25,069,384	1,623	0.0647
2028	17,732	2,257	0.1273	25,445,353	1,647	0.0647
Growth 2020-2028	1,991	253		2,857,077	185	

There is no excess capacity in the existing fire stations. Therefore, the District intends to construct a new station (Station 43) consisting of 9,050 square feet at a cost of \$4,866,417.

TABLE 9: FACILITIES NEEDED (FIRE BUILDING SQUARE FEET) TO MAINTAIN EXISTING/PROPOSED FIRE SERVICE LEVELS FROM NEW DEVELOPMENT

Year	Total Calls for Service	Building SF Required
2018	3,523	24,710
2019	3,576	25,082
2020	3,630	25,460
2021	3,684	25,842
2022	3,739	26,229
2023	3,795	26,620
2024	3,852	27,017
2025	3,910	27,428
2026	3,968	27,834
2027	4,028	28,254
2028	4,089	28,680
Growth, 2020-2028	459	3,220

Of the 3,220 square feet required by the growth in calls in the District, new development will be responsible for the construction cost of 3,081 square feet. The difference of 139 square feet is attributable to pass-thru traffic and mutual aid calls.

In addition to the new fire station required by growth in the District, the District will need a new aerial ladder truck.

Identify the Means by Which the Political Subdivision or Private Entity Will Meet Those Growth Demands – Utah Code 11-36a-304((1)(b))

The District will meet the proposed growth demands by building a new fire station of 9,050 square feet at a cost of \$4,866,417. The District will also require new development to buy into the excess capacity of its Pierce Pumper truck that was acquired in 2015. The District will further require new development to pay for its fair share of a new aerial ladder truck that it intends to acquire within the next six years.

Relationship of Anticipated Impacts to Anticipated Development Activity – Utah Code 11-36a-304((1)(c))

Additional public safety facilities are needed due to new development and growth. One way of measuring the increased demand for services is through the number of calls for service. As calls for service increase, public safety departments are forced to expand and need more space to house their activities.

Proportionate Share Analysis – Utah Code 11-36a-304((1)(d))

The proportionate share analysis includes the following steps:

- 1) Project increased population and nonresidential growth
- 2) Project increased calls for service, keeping the ratio of calls for service for residential units and nonresidential square feet constant with existing ratios
- 3) Project the need for increased building floor space based on the current ratio of building square feet per call
- 4) Calculate the cost per call by dividing the cost of the increased public safety building square feet needed by the growth in calls
- 5) Allocate the cost per call to residential and nonresidential units based on the number of calls per residential unit and nonresidential square feet, respectively
- 6) Calculate the fair share of fire vehicle costs in excess of \$500,000 that are attributable to new development.

The first step is to take the projected growth and calculate the additional calls for service that will result due to new development.

TABLE 10: GROWTH IN CALLS FOR SERVICE

Year	Households	Residential Calls	Residential Calls per Unit	Non-Residential SF	Non-Residential Calls	Non-Residential Calls per SF
2018	15,279	1,944	0.1273	21,925,307	1,419	0.0647
2019	15,508	1,974	0.1273	22,253,921	1,441	0.0647
2020	15,741	2,003	0.1273	22,588,275	1,462	0.0647
2021	15,977	2,033	0.1273	22,926,934	1,484	0.0647
2022	16,217	2,064	0.1273	23,271,333	1,507	0.0647
2023	16,460	2,095	0.1273	23,620,038	1,529	0.0647
2024	16,707	2,126	0.1273	23,974,482	1,552	0.0647
2025	16,958	2,158	0.1273	24,334,666	1,575	0.0647
2026	17,212	2,190	0.1273	24,699,155	1,599	0.0647
2027	17,470	2,223	0.1273	25,069,384	1,623	0.0647
2028	17,732	2,257	0.1273	25,445,353	1,647	0.0647
Growth 2020-2028	1,991	253		2,857,077	185	

The growth in development will result in the need for additional fire facility square footage, based on a constant ratio of 0.1273 calls per residential unit per year and 0.0647 calls per nonresidential square foot per year. The cost per call for new construction is \$3,771.63.

TABLE 11: COST PER CALL FOR CONSTRUCTION OF NEW FACILITY

New Construction	Amount
LOS - SF per call	7.014
Growth in All Calls, 2020-2028	459.05
SF Needed Total, 2020-2028	3,219.78
Growth in Calls Attributable to New Development (not incl. mutual aid and pass-thru), 2020-2028	439.22
SF Needed by New Development, 2020-2028	3,080.69
Total SF of New Facility	9,050
Cost of New Facility	\$4,866,417
% of Total Cost Attributable to New Development	34.0%
Cost Attributable to New Development	\$1,656,568
Cost per Call for New Development	\$3,771.63

However, there is an outstanding bond on Station 42. This is considered a deficiency (since the building is not entirely paid for and new development is being charged for this level of service). Therefore, new development must be credited for its fair share of these remaining bond payments.

TABLE 12: CREDITS FOR OUTSTANDING BOND ON STATION 42

Year	Annual Payment	Total Calls	Payment per Call	NPV
2021	233,165.00	3,684	\$63.29	\$376.06
2022	231,912.00	3,739	\$62.02	\$324.06
2023	230,490.00	3,795	\$60.73	\$271.76
2024	233,899.00	3,852	\$60.72	\$219.19
2025	231,970.00	3,910	\$59.32	\$165.04
2026	229,872.00	3,968	\$57.93	\$110.67
2027	232,605.00	4,028	\$57.74	\$56.06
			Average Credit	\$217.55

The District also intends to remodel Station 42. While it will not add any additional square feet to the building, the District feels that it may be able to allow it to handle some additional calls. However, the District has conservatively credited to new development the cost of the remodel. These credits are shown below. The average credit over the first five years is \$61.97.

TABLE 13: CREDITS FOR REMODEL OF STATION 42

Year	Payment per Year	Total Calls	Payment per Call	NPV	Cost per Call
2021	(\$20,164.71)	3,684	(\$5.47)	(\$71.99)	(\$68.67)
2022	(\$20,164.71)	3,739	(\$5.39)	(\$68.67)	(\$65.34)
2023	(\$20,164.71)	3,795	(\$5.31)	(\$65.34)	(\$61.99)
2024	(\$20,164.71)	3,852	(\$5.24)	(\$61.99)	(\$58.61)
2025	(\$20,164.71)	3,910	(\$5.16)	(\$58.61)	(\$55.21)
2026	(\$20,164.71)	3,968	(\$5.08)	(\$55.21)	(\$51.79)
2027	(\$20,164.71)	4,028	(\$5.01)	(\$51.79)	(\$48.34)

Year	Payment per Year	Total Calls	Payment per Call	NPV	Cost per Call
2028	(\$20,164.71)	4,089	(\$4.93)	(\$48.34)	(\$44.86)
2029	(\$20,164.71)	4,150	(\$4.86)	(\$44.86)	(\$41.34)
2030	(\$20,164.71)	4,213	(\$4.79)	(\$41.34)	(\$37.80)
2031	(\$20,164.71)	4,276	(\$4.72)	(\$37.80)	(\$34.21)
2032	(\$20,164.71)	4,339	(\$4.65)	(\$34.21)	(\$30.59)
2033	(\$20,164.71)	4,404	(\$4.58)	(\$30.59)	(\$26.93)
2034	(\$20,164.71)	4,471	(\$4.51)	(\$26.93)	(\$23.23)
2035	(\$20,164.71)	4,537	(\$4.44)	(\$23.23)	(\$19.48)
2036	(\$20,164.71)	4,606	(\$4.38)	(\$19.48)	(\$15.69)
2037	(\$20,164.71)	4,675	(\$4.31)	(\$15.69)	(\$11.85)
2038	(\$20,164.71)	4,745	(\$4.25)	(\$11.85)	(\$7.95)
2039	(\$20,164.71)	4,816	(\$4.19)	(\$7.95)	(\$4.12)
2040	(\$20,164.71)	4,889	(\$4.12)	(\$4.12)	\$0.00

Total credits for the outstanding bond on Station 42 and the remodel of Station 42 are \$282.87.

TABLE 14: SUMMARY OF CREDITS ON FIRE STATION FACILITIES

Description	Amount
Credits - Station 42 (outstanding bond - deficiency)	(\$217.55)
Station 42 – Remodel	(\$65.32)
Total Cost per Call	(\$282.87)

In addition, impact fees can include consultant costs.

TABLE 15: CONSULTANT COSTS

Description	Amount
Consultant Costs	\$8,000.00
Growth in Calls, 2020-2028	459
Cost per Call	\$17.43

Because the Fire District has a cash balance on hand, these funds can be used to offset future construction costs. This credit is calculated as follows:

TABLE 16: SUMMARY OF CREDITS ON FIRE STATION FACILITIES

Description	Amount
Fund Balance	\$281,420.76
Growth in Calls, 2020-2028	459
Credit per Call	(\$613.05)

The cost per call for fire is \$2,893.14 as shown in the table below.

TABLE 17: SUMMARY OF CREDITS ON FIRE STATION FACILITIES

Summary	
New Station	\$3,771.63
Credits	(\$282.87)
Consultant Costs	\$17.43
Fund Balance	(\$613.05)
TOTAL Cost per Call	\$2,893.14

The cost of the two fire vehicles (2015 Pierce and a new ladder truck) are then added to the costs calculated for nonresidential development only.

TABLE 18: PIERCE PUMPER TRUCK PROPORTIONATE SHARE ANALYSIS

2015 Pierce Pumper	Cost Allocation	% of Total Call Capacity to Growth, 2020-2028	Amount Allocated to Growth, 2020-2028	Cost per Call
Actual Cost including Interest	\$626,044			
Residential % of Calls	49.6%			
Non-Residential % of Calls	36.2%	11.2%	\$25,459.87	\$153.12

However, there are lease payments outstanding on the Pierce Pumper truck. Therefore, new development needs to be credited so that it does not pay twice. The average credit is \$40.80.

TABLE 19: PIERCE PUMPER TRUCK LEASE PAYMENT CREDITS

Year	Payment (assumes 10-yr life)	Calls to Existing Development	Cost per Call	NPV
2021	(\$62,604.35)	3,523	(\$17.77)	(\$64.64)
2022	(\$62,604.35)	3,576	(\$17.51)	(\$48.80)
2023	(\$62,604.35)	3,630	(\$17.25)	(\$32.76)
2024	(\$62,604.35)	3,684	(\$16.99)	(\$16.99)

The District intends to acquire an aerial ladder truck by 2022.

TABLE 20: AERIAL LADDER TRUCK PROPORTIONATE SHARE ANALYSIS

2022 Ladder Truck	% of Calls	Cost Allocation	% of Total Call Capacity to Growth, 2020-2028	Amount Allocated to Growth, 2020-2028	Cost per Call
Total Cost + Interest		\$899,576			
Residential	49.6%	\$446,341.04			
Non-Residential	36.2%	\$325,818.74	11.2%	\$36,578.53	\$197.78

Again, credits will need to be made so that new development does not pay twice – through an impact fee and then through lease payments. The credits that need to be made are to offset the cost of the truck

that will benefit existing development. Anticipated annual costs, given a useful life of 20 years, are shown in the table below.

TABLE 21: AERIAL LADDER TRUCK PROPORTIONATE SHARE ANALYSIS

Year	Payments	All Calls	Cost per Call	NPV
2022	(\$44,978.82)	3,739	(\$12.03)	(\$158.20)
2023	(\$44,978.82)	3,795	(\$11.85)	(\$150.92)
2024	(\$44,978.82)	3,852	(\$11.68)	(\$143.59)
2025	(\$44,978.82)	3,910	(\$11.50)	(\$136.22)
2026	(\$44,978.82)	3,968	(\$11.33)	(\$128.81)
2027	(\$44,978.82)	4,028	(\$11.17)	(\$121.34)
2028	(\$44,978.82)	4,089	(\$11.00)	(\$113.81)
2029	(\$44,978.82)	4,150	(\$10.84)	(\$106.23)
2030	(\$44,978.82)	4,213	(\$10.68)	(\$98.58)
2031	(\$44,978.82)	4,276	(\$10.52)	(\$90.86)
2032	(\$44,978.82)	4,339	(\$10.36)	(\$83.06)
2033	(\$44,978.82)	4,404	(\$10.21)	(\$75.19)
2034	(\$44,978.82)	4,471	(\$10.06)	(\$67.23)
2035	(\$44,978.82)	4,537	(\$9.91)	(\$59.19)
2036	(\$44,978.82)	4,606	(\$9.77)	(\$51.05)
2037	(\$44,978.82)	4,675	(\$9.62)	(\$42.82)
2038	(\$44,978.82)	4,745	(\$9.48)	(\$34.48)
2039	(\$44,978.82)	4,816	(\$9.34)	(\$26.04)
2040	(\$44,978.82)	4,889	(\$9.20)	(\$17.48)
2041	(\$44,978.82)	4,962	(\$9.07)	(\$9.07)

Total vehicle costs per call are summarized as follows:

TABLE 22: SUMMARY OF VEHICLE COSTS PER CALL

Vehicle Summary	Total Cost per Call	Credit per Call	Cost per Call After Credits
Pierce Pumper	\$153.12	(\$40.80)	\$112.32
Aerial Ladder	\$197.78	(\$143.55)	\$54.23
Total	\$350.90	(\$184.35)	\$166.55

Maximum fees that can be charged are as follows:

TABLE 23: SUMMARY OF MAXIMUM IMPACT FEES

	Cost per Call Station	Cost per Call/Vehicles	Calls per Unit	Maximum Fee	Current Fees
Residential	\$2,893.14		0.1273	\$368.30	\$136.68

	Cost per Call Station	Cost per Call/Vehicles	Calls per Unit	Maximum Fee	Current Fees
Non-Residential	\$2,893.14	\$166.55	0.0647	\$0.20	\$0.54

Certification

Zions Public Finance, Inc. certifies that the attached impact fee analysis:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment; and
4. complies in each and every relevant respect with the Impact Fees Act.

RESOLUTION NO. 2020R-06

**A RESOLUTION ADOPTING A TENTATIVE
BUDGET FOR THE NORTH DAVIS FIRE
DISTRICT FOR THE YEAR 2021 AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Board of Trustees of the North Davis Fire District, County of Davis, State of Utah, (hereinafter referred to as the "District") is required by Title 17B, Chapter 1, Part 6 and particularly § 17B-1-607 of the Utah Code, to adopt a Tentative Budget for the 2021 fiscal year; and,

WHEREAS, the North Davis Fire District Fire Chief has heretofore caused to be prepared and submitted to the Board of Trustees a Tentative Budget for the District for the 2021 fiscal year; and,

WHEREAS, said Tentative Budget appears to be in proper form, subject to minor modifications, and appears correctly to set forth the anticipated disbursements and anticipated receipts of the District for the 2021 fiscal year;

WHEREAS, a public hearing will duly be advertised and held as required by law in connection with adoption of the Tentative Budget;

NOW, THEREFORE, BE IT FOUND, ORDERED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTH DAVIS FIRE DISTRICT, STATE OF UTAH, as follows:

SECTION ONE: ADOPTION OF TENTATIVE BUDGET FOR THE FISCAL YEAR 2021

The hereto attached Tentative Budget, together with the modifications and adjustments made by the Board of Trustees, be and the same is hereby adopted as the Tentative Budget for the District for the 2021 fiscal year and that a copy of said Tentative

Budget be deposited with the Clerk of the Board for a period of at least ten (10) days prior to the adoption of a final Budget.

SECTION TWO: PUBLIC HEARING

A public hearing to consider adoption of a final budget be held on June 18, 2020, at 6:00 p.m. at 381 North 3150 West, West Point City, Utah 84015, and that Notice of such public hearing be published at least seven (7) days prior to the hearing in at least one (1) issue of the Standard Examiner.

SECTION THREE: EFFECTIVE DATE

This Resolution shall be effective on and after May 28, 2020.

PASSED AND ADOPTED this 28th day of May, 2020.

NORTH DAVIS FIRE DISTRICT

By: _____
TIMOTHY E. ROPER,
Chairman, Board of Trustees

ATTEST:

MISTY ROGERS,
Clerk of the Board



DRAFT

**NORTH DAVIS FIRE DISTRICT
GENERAL FUND
FISCAL YEAR 2020-2021**

**TENTATIVE BUDGET
ADOPTED:**

Condensed Version

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
CAPITAL PROJECT EXPENSES 2020-2021**

LINE	ITEM DESCRIPTION	AMOUNT
1	CAPITAL PROJECT EXPENSES	\$43,000.00
	TOTAL	\$43,000.00

[CLICK HERE TO GO TO REVENUES](#)
[CLICK HERE TO GO TO EXPENSES](#)

**DESCRIPTION
CAPITAL FUND BALANCE 2020-2021**

LINE	ITEM DESCRIPTION	AMOUNT
1	ENDING FUND BALANCE	\$ 879,022.36
	TOTAL	\$ 879,022.36

[CLICK HERE TO GO TO REVENUES](#)
[CLICK HERE TO GO TO USES OF FUNDS](#)
[CLICK HERE TO GO TO CAPITAL EXPENSES](#)

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
FLEET EXPENDITURES**

LINE	ITEM DESCRIPTION	AMOUNT
1	ENDING FUND BALANCE	\$ 213,236.52
	TOTAL	\$ 213,236.52

**DESCRIPTION
DEBT SERVICE**

LINE	ITEM DESCRIPTION	AMOUNT
1	ENDING FUND BALANCE	\$ 61,267.00
	TOTAL	\$ 61,267.00

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL SHEET 2020-2021**

USES OF FUNDS

LINE	DESCRIPTION	ACCT. TOTAL
	001 PERM EMPLOYEE WAGES	\$ 1,893,039.92
	002 OVERTIME	\$ 141,073.84
	003 PART-TIME EMPLOYEE WAGES	\$ 304,349.00
	003 PART-TIME EMPLOYEE WAGES/TRANSFER SHIFTS	\$ -
	004 MERIT PAY	\$ 6,059.16
	005 BOARD WAGES	\$ 38,000.00
	006 F.I.C.A.	\$ 182,262.93
	007 RETIREMENT	\$ 355,043.91
	008 INSURANCE (HEALTH)	\$ 445,853.22
	009 UTAH DISABILITY DEATH BENEFIT	\$ 2,755.00
	010 WORKMANS COMP	\$ 56,324.00
	011 BANK CHARGES	\$ 5,250.00
	012 EMPLOYEE ASSISTANCE PROGRAM	\$ 3,000.00
	013 CLOTHING ALLOWANCE - FULL TIME	\$ 28,127.50
	014 CLOTHING ALLOWANCE - PART TIME	\$ 4,000.00
	015 SUBSCRIPTIONS, MEMBERSHIPS	\$ 16,306.00
	016 TRAVEL AND TRAINING	\$ 53,680.00
	017 OFFICE SUPPLY AND EXPENSE	\$ 13,150.00
	018 EQUIPMENT MAINTENANCE AND SUPPLY	\$ 37,984.00
	019 VEHICLE MAINTENANCE	\$ 122,250.00
	020 COMPUTER MAINTENANCE AND SUPPLY	\$ 42,200.00
	021 UTILITIES (GAS, POWER, PHONES)	\$ 74,798.00
	022 800 COMMUNICATIONS	\$ 3,000.00
	0234 DISPATCH SERVICES	\$ 85,008.00
	024 SPECIAL DEPARTMENT ALLOWANCE	\$ 24,685.00
	025 GRANT EXPENSES	\$ -
	026 LIABILITY INSURANCE (RISK MANAGEMENT)	\$ 53,563.01
	027 COLLECTION CONTRACT (IRIS MEDICAL)	\$ 185,226.72
	028 MEDICAL SUPPLIES	\$ 65,597.88
	029 PARAMEDIC FEE	\$ 104,886.60
	030 MISC. SERVICES	\$ 16,055.00
	031 PROFESSIONAL SERVICES (ACCNT,AUDIT, ATTORNEY)	\$ 77,450.00
	032 MISC. EQUIPMENT	\$ 47,280.00
	033 LEASE OBLIGATION	\$ 136,958.46
	034 TRANSFER TO DEBT SERVICE	\$ 257,247.50
	035 TRANS TO CAPITAL FOR FLEET FUND	\$ 75,000.00
	036 IMPACT FEE EXPENDITURES	
	CONTRIBUTIONS TO OTHER GOVERNMENTS (RDA)	\$ 352,496.00
	CONTRIBUTION OF FUND BALANCE	\$ -
	TOTAL	\$ 5,309,960.65
	TRANSFER TO FUND BALANCE	\$ -
	TOTAL BUDGET WITH TRANSFER TO CAPITAL	\$ 5,309,960.65
	CLICK HERE TO GO TO REVENUES	
	CLICK HERE TO GO TO USES OF FUNDS	
	CLICK HERE TO GO TO CAPITAL PROJECTS	
	CLICK HERE TO GO TO CAPITAL EXPENSES	
	CLICK HERE TO GO TO TRANSFER TO CAPITAL	

DRAFT

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

REVENUES

1	AMBULANCE	\$	1,146,479.68
2	FIRE/INCIDENT RECOVERY	\$	50,000.00
3	CONTACT SERVICES	\$	-
4	EMS PER CAPITA	\$	-
5	DONATION FROM NDFD ASSOCIATION	\$	-
6	EMS COMPETITIVE GRANT	\$	-
7	UTAH STATE FORESTRY GRANT	\$	-
8	FEMA ASSISTANCE TO FIREFIGHTERS GRANT	\$	-
9	FALSE ALARM FEES	\$	-
10	IMPACT FEES	\$	45,000.00
11	INCIDENT REPORTS	\$	-
12	INTEREST INCOME	\$	40,000.00
13	INSPECTION FEES	\$	1,000.00
14	MISCELLANEOUS SERVICE REVENUES	\$	1,500.00
15	USAR AND HAZMAT WAGE REIMBURSEMENT	\$	-
16	PERMIT FEES	\$	1,500.00
17	PLAN REVIEW FEES	\$	4,500.00
18	FIRE PROTECTION UNICORPORATED COUNTY	\$	700.00
19	FEE IN LIEU OF TAXES AND AGE BASED FEES	\$	165,000.00
20	PROPERTY TAXES	\$	3,272,878.00
21	PROPRTY TAXES - CONTRIBUTIONS TO OTHER GOV (RDA)	\$	352,496.00
22	APPROPRIATION OF FUND BALANCE CAPITAL		
23	APPROPRIATION OF RESTRICTED IMPACT FEE (DEBT SERV)	\$	100,000.00
24	APPROPRIATION OF FUND BALANCE	\$	128,906.97
25			
	CLICK HERE TO GO TO CAPITAL EXPENSES		
	TOTAL REVENUES	\$	5,309,960.65

Misty Rogers:
INCLUDES AN ESTIMATED \$352,496.00 of Property Tax Revenue that RDA'S within the District receive. The estimated \$352,496.00 received by RDA's must be shown as property tax revenue and then expended out.

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
PERMANENT EMPLOYEE WAGES**

LINE	ITEM DESCRIPTION	AMOUNT
1	PERMANENT EMPLOYEE WAGES	\$ 1,893,039.92
	TOTAL	\$ 1,893,039.92

**DESCRIPTION
OVERTIME**

LINE	ITEM DESCRIPTION	AMOUNT
1	OVERTIME	\$ 141,073.84
	TOTAL	\$ 141,073.84

**DESCRIPTION
PART-TIME EMPLOYEES**

LINE	ITEM DESCRIPTION	AMOUNT
1	PART-TIME WAGES	\$ 304,349.00
	TOTAL	\$ 304,349.00

**DESCRIPTION
MERIT PAY INCREASE**

LINE	ITEM DESCRIPTION	AMOUNT
1	MERIT PAY	\$ 6,059.16
	TOTAL	\$ 6,059.16

TURN TO USES OF FUNDS

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
ADMINISTRATIVE CONTROL BOARD WAGES**

LINE	ITEM DESCRIPTION	AMOUNT
1	BOARD WAGES	\$ 38,000.00
	TOTAL	\$ 38,000.00

**DESCRIPTION
F.I.C.A.**

LINE	ITEM DESCRIPTION	AMOUNT
1	FICA	\$ 182,262.93
	TOTAL	\$ 182,262.93

**DESCRIPTION
RETIREMENT**

LINE	ITEM DESCRIPTION	AMOUNT
1	RETIREMENT	\$ 355,043.91
	TOTAL	\$ 355,043.91

**DESCRIPTION
INSURANCE**

LINE	ITEM DESCRIPTION	AMOUNT
1	HEALTH INSURANCE	\$ 445,853.22
	TOTAL	\$ 445,853.22

[CLICK HERE TO RETURN TO USES OF FUNDS](#)

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
UT DISABILITY DEATH BENEFIT**

LINE	ITEM DESCRIPTION	AMOUNT
1	UT DISABILITY DEATH BENEFIT	\$ 2,755.00
	TOTAL	\$ 2,755.00

**DESCRIPTION
WORKMANS COMP**

LINE	ITEM DESCRIPTION	AMOUNT
1	WORKMANS COMP	\$56,324.00
	TOTAL	\$56,324.00

**DESCRIPTION
UNEMPLOYMENT**

LINE	ITEM DESCRIPTION	AMOUNT
1	UNEMPLOYMENT	\$ -
	TOTAL	\$ -

**DESCRIPTION
BANK CHARGES**

LINE	ITEM DESCRIPTION	AMOUNT
1	BANK CHARGES	\$ 5,250.00
	TOTAL	\$ 5,250.00

[CLICK HERE TO RETURN TO USES OF FUNDS](#)

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
EMPLOYEE ASSISTANCE PROGRAM (EAP)**

LINE	ITEM DESCRIPTION	AMOUNT
1	EMPLOYEE ASSISTANCE PROGRAM	\$ 3,000.00
	TOTAL	

**DESCRIPTION
CLOTHING ALLOWANCE (FULL-TIME)**

LINE	ITEM DESCRIPTION	AMOUNT
1	FULL-TIME FIREFIGHTERS - CLOTHING ALLOWANCE	\$28,127.50
	TOTAL	\$28,127.50

**DESCRIPTION
CLOTHING (PART-TIME)**

LINE	ITEM DESCRIPTION	AMOUNT
1	PART-TIME CLOTHING ALLOWANCE	\$ 4,000.00
	TOTAL	\$ 4,000.00

**DESCRIPTION
SUBSCRIPTIONS, MEMBERSHIPS**

LINE	ITEM DESCRIPTION	AMOUNT
1	SUBSCRIPTIONS AND MEMBERSHIPS	\$16,306.00
	TOTAL	\$16,306.00

[CLICK HERE TO RETURN TO USES OF FUNDS](#)

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
TRAVEL AND TRAINING**

LINE	ITEM DESCRIPTION	AMOUNT
1	TRAVEL AND TRAINING	\$ 53,680.00
	TOTAL	\$ 53,680.00

**DESCRIPTION
OFFICE SUPPLIES**

LINE	ITEM DESCRIPTION	AMOUNT
1	OFFICE SUPPLIES	\$ 13,150.00
	TOTAL	\$ 13,150.00

**DESCRIPTION
EQUIPMENT, MAINTENANCE AND SUPPLY**

LINE	ITEM DESCRIPTION	AMOUNT
1	EQUIPMENT, MAINTENANCE AND SUPPLY	\$ 37,984.00
	TOTAL	\$ 37,984.00

**DESCRIPTION
VEHICLE MAINTENANCE**

LINE	ITEM DESCRIPTION	AMOUNT
1	VEHICLE MAINTENANCE	\$122,250.00
	TOTAL	\$122,250.00

[CLICK HERE TO RETURN TO USES OF FUNDS](#)

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
COMPUTER MAINTENANCE AND SUPPLY**

LINE	ITEM DESCRIPTION	AMOUNT
1	COMPUTER MAINTENANCE AND SUPPLY	\$ 42,200.00
	TOTAL	\$ 42,200.00

**DESCRIPTION
UTILITIES**

LINE	ITEM DESCRIPTION	AMOUNT
1	UTILITIES	\$ 74,798.00
	TOTAL	\$ 74,798.00

**DESCRIPTION
800 COMMUNICATION (RADIO MAINTENANCE AND SUPPLY**

LINE	ITEM DESCRIPTION	AMOUNT
1	800 COMMUNICATION	\$ 3,000.00
	TOTAL	\$ 3,000.00

**DESCRIPTION
DISPATCH SERVICES**

LINE	ITEM DESCRIPTION	AMOUNT
1	DISPATCH SERVICES (CLFD)	\$ 85,008.00
	TOTAL	\$ 85,008.00

[CLICK HERE TO RETURN TO USES OF FUNDS](#)

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
SPECIAL DEPARTMENT ALLOWANCE**

LINE	ITEM DESCRIPTION	AMOUNT
1	SPECAIL DEPARTMENT PURCHASES	\$ 24,685.00
	TOTAL	\$ 24,685.00

**DESCRIPTION
GRANT EXPENSES**

LINE	ITEM DESCRIPTION	AMOUNT
1	GRANT EXPENSES	\$ -
	TOTAL	\$ -

**DESCRIPTION
LIABILITY INSURANCE**

LINE	ITEM DESCRIPTION	AMOUNT
1	LIABILITY INSURANCE (Fred A. Moreton)	\$ 53,563.01
	TOTAL	\$ 53,563.01

**DESCRIPTION
COLLECTION CONTRACT**

LINE	ITEM DESCRIPTION	AMOUNT
1	COLLECTION CONTRACT - IRIS MEDICAL	\$ 78,000.00
2	HEALTH CARE FINANCE ASSESSMENT	\$ 97,026.72
3	COLLECTION CONTRACT - FIRE RECOVERY USA	\$ 10,200.00
	TOTAL	\$ 185,226.72

[CLICK HERE TO RETURN TO USES OF FUNDS](#)

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
MEDICAL SUPPLIES**

LINE	ITEM DESCRIPTION	AMOUNT
1	MEDICAL SUPPLIES	\$ 65,597.88
	TOTAL	\$ 65,597.88

**DESCRIPTION
MISC. SERVICES**

LINE	ITEM DESCRIPTION	AMOUNT
1	MISC SERVICES	\$ 16,055.00
	TOTAL	\$ 16,055.00

**DESCRIPTION
PARAMEDIC PAYMENTS**

LINE	ITEM DESCRIPTION	AMOUNT
1	PARAMEDIC PAYMENTS	\$ 104,886.60
	TOTAL	\$ 104,886.60

[CLICK HERE TO RETURN TO USES OF FUNDS](#)

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

DRAFT

**DESCRIPTION
PROFESSIONAL SERVICES**

LINE	ITEM DESCRIPTION	AMOUNT
1	PROFESSIONAL SERVICES	\$ 77,450.00
	TOTAL	\$ 77,450.00

**DESCRIPTION
MISC. EQUIPMENT**

LINE	ITEM DESCRIPTION	AMOUNT
1	MISC. EQUIPMENT	\$ 47,280.00
	TOTAL	\$ 47,280.00

RETURN TO USES OF FUNDS

**NORTH DAVIS FIRE DISTRICT
BUDGET DETAIL 2020-2021**

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**DESCRIPTION
LEASE OBLIGATIONS**

LINE	ITEM DESCRIPTION	AMOUNT
1	2009 CRIMSON LADDER TRUCK - INTEREST	\$ 4,004.93
2	2009 CRIMSON LADDER TRUCK - PRINCIPAL	\$ 65,985.66
3	2015 Pierce Velocity - Rescue Engine 41 - INTEREST	\$ 10,256.39
4	2015 Pierce Velocity - Rescue Engine 41 - PRINCIPAL	\$ 56,711.48
	TOTAL	\$ 136,958.46

**DESCRIPTION
DEBT SERVICE ON STATION 41**

LINE	ITEM DESCRIPTION	AMOUNT
1	DEBT SERVICE ON STATION 41	\$ 257,247.50
	TOTAL	\$ 257,247.50

**DESCRIPTION
FLEET FUND**

LINE	ITEM DESCRIPTION	AMOUNT
1	FLEET FUND	\$ 75,000.00
	TOTAL	\$ 75,000.00

**DESCRIPTION
IMPACT EXPENDITURES**

LINE	ITEM DESCRIPTION	AMOUNT
1	ENDING RESTRICTED FUND BALANCE	\$ 133,823.92
	TOTAL	\$ 133,823.92

**DESCRIPTION
TRANSFER TO FUND BALANCE**

LINE	ITEM DESCRIPTION	AMOUNT
1	TRANSFER TO FUND BALANCE	\$ -
	TOTAL	\$ -

RETURN TO USES OF FUNDS

DRAFT

Asset & Capital Expenses Projection

Year	Make/Model	Current Status	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	Projected Rev.
1989	Wells Fargo Tr	Haz-Mat Trailer															
2008	Clown Trailer	Clown Trailer															
2010	Haulmark Trailer	Rehab 41															
2016	COTC Utility Trailer																

Engine/Ladders - 12 Year Rotation																	
Year	Make/Model	Current Status	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	Projected Rev.
2017	America La France (refurb 2003)		\$ 249,754	\$ 254,749	\$ 259,844	\$ 265,041	\$ 270,341	\$ 275,748	\$ 281,263	\$ 286,888	\$ 292,626	\$ 298,479	\$ 304,448	\$ 310,537	\$ 316,748	\$ 323,083	
	Projected Lease Purchase																
2007	Spartan Aerial (Crimson)																
	Projected Lease Purchase																
2009	Spartan Pumper							Sale									\$ 50,000
	Projected Lease Purchase - Ladder							\$ 850,000									
2015	Pierce Pumper/Transport			\$ 780,300	\$ 795,906	\$ 811,824	\$ 828,061	\$ 844,622	\$ 861,514	\$ 878,745	\$ 896,319	\$ 914,246	Rotate to Reserve Engine				
	Projected Lease Purchase - Engine												\$ 650,000				

Ambulances - 3 Year Rotation Starting in FY2023																	
Year	Make/Model	Current Status	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	Projected Rev.
2006	Wheeled Coach F-350								Sale								\$ 15,000
	Projected Ambulance Purchase								\$ 220,000	\$ 224,400	\$ 228,888	\$ 233,466	\$ 238,135	\$ 242,898	\$ 247,756	\$ 252,711	
2011	Wheeled Coach F-350											Sale					\$ 15,000
	Projected Ambulance Purchase											\$ 233,466	\$ 238,135	\$ 242,898	\$ 247,756	\$ 252,711	
2013	Wheeled Coach F-350														Sale		\$ 15,000
	Projected Ambulance Purchase														\$ 247,756	\$ 252,711	
2017	Dodge Remount (2006)			\$ 114,875	\$ 117,172	\$ 119,516	\$ 121,906	\$ 124,344	\$ 126,831	\$ 129,368	\$ 131,955	\$ 134,594	\$ 137,286	\$ 140,032	\$ 142,832	\$ 145,689	
2017	Wheeled Coach F-350			\$ 176,000	\$ 179,520	\$ 183,110	\$ 186,773	\$ 190,508	\$ 194,318	\$ 198,205	\$ 202,169	\$ 206,212	\$ 210,336	\$ 214,543	\$ 218,834	\$ 223,211	

Trucks																		
Year	Make/Model	Current Status	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	Projected Rev.	
1994	Ford (Utility Truck/Plow)								Sale								\$ 5,000	
2006	Chev Suburban			Not Scheduled to Replace														
2010	Ford F550 - Brush 42																	
2015	Ford F550 - Brush 41			\$ 84,987	\$ 86,687	\$ 88,420	\$ 90,189	\$ 91,993	\$ 93,833	\$ 95,709	\$ 97,623	\$ 99,576	\$ 101,567	\$ 103,599	\$ 105,671			

Reserve Chief and Battalion Chief Truck																	
Year	Make/Model	Current Status	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	Projected Rev.
2013	Ford - F150 (Reserve BC Vehicle)			Rotated to BC													
2016	GMC Silverado (BC Vehicle)				402 Rotation												
2014	Chev Silverado (office staff)									Sale							
	Projected Rotation of Reserve Chief									402 Rotation							

Chief Truck (401) - 5 Year Replacement for Diesel Trucks																	
Year	Make/Model	Current Status	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	Projected Rev.
2017	GMC Silverado (Diesel) - 401			\$ 55,000	\$ 56,100	\$ 57,222	\$ 58,366	\$ 59,534	Rotate to Plow	\$ 64,946	\$ 66,245	\$ 67,570	\$ 68,921	\$ 70,300	\$ 71,706	\$ 73,140	
	Purchase 401 - Diesel (5 year rotation)								\$ 76,093	\$ 77,615	\$ 79,167	\$ 80,750	\$ 82,365	Rotate	\$ 84,013	\$ 85,693	
	Purchase 401 - Diesel (5 year rotation)													\$ 70,300	\$ 71,706	\$ 73,140	

Deputy Chief Truck (402) - 5 Year Replacement for Diesel Trucks																	
Year	Make/Model	Current Status	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	Projected Rev.
2016	GMC Silverado - 402		\$ 41,000	\$ 45,900	\$ 46,818	Rotate to BC											
	Purchase 402 - Diesel (5 year rotation)					\$ 71,704	\$ 73,138	\$ 74,601	\$ 76,093	\$ 77,615	Rotate to Reserve Chief	\$ 80,750	\$ 82,365	\$ 84,013	\$ 85,693	\$ 87,407	
	Purchase 402 - Diesel (5 year rotation)										\$ 79,167	\$ 80,750	\$ 82,365	\$ 84,013	\$ 85,693	Rotate	
	Purchase 402 - Diesel (5 year rotation)															\$ 87,022	

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Vehicle Upgrades																	
			FY 2017	FY 2018	FY 2019	FY 2020	2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	Projected Rev.
						\$ 3,000											

Gain on Sale of Assets Projection																	
Year	Make/Model	Current Status	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY2030	Projected Rev.
2001	F350 Ambulance	SOLD	\$ 15,000														
2011	2011 Aux	SOLD	\$ 13,500														
2000	F350 Ambulance	SOLD		\$ 5,000													
2002	Ford Crown Vic	SOLD		\$ 950													
2004	Pierce Contender	SOLD			\$ 30,000												
1993	Becker	SOLD			\$ 5,000												
2007	Spartan Aerial (Crimson)							\$ 50,000									
2006	F350 Ambulance								\$ 15,000								
2011	F350 Ambulance											\$ 15,000					
2013	F350 Ambulance														\$ 15,000		
2013	F150 (Bat Chief)																
2015	Pierce Pumper Transport																
2016	GMC Silverado																
2014	Chev Silverado (Reserve Chief)										\$ 10,000						
2006	Chev Suburban					\$ 10,017											
Total Gain on Sale of Assets			\$ 28,500	\$ 5,950	\$ 35,000	\$ 10,017	\$ -	\$ 50,000	\$ 15,000	\$ -	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ -	\$ -

Balance at Beginning of Fiscal Year	\$ 10,577	\$ 125,577	\$ 138,237	\$ 213,237	\$ 293,237	\$ 92,144	\$ 172,144	\$ 187,977	\$ 54,511	\$ 139,511	\$ 154,211	\$ 6,455					
Committed Funds - Fleet Fund Contribution	\$ 80,000	\$ 75,000	\$ 75,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 990,577
Revenue From Sale of Assets	\$ 35,000	\$ 10,017	\$ -		\$ 15,000	\$ -	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ 100,017
Expense for Purchase of Assets	\$ -	\$ (72,357)		\$ -	\$ (296,093)	\$ -	\$ (79,167)	\$ (233,466)	\$ -	\$ (70,300)	\$ (247,756)	\$ -	\$ -	\$ (247,756)	\$ -	\$ -	\$ (999,139)
Balance at end of Fiscal Year	\$ 125,577	\$ 138,237	\$ 213,237	\$ 293,237	\$ 92,144	\$ 172,144	\$ 187,977	\$ 54,511	\$ 139,511	\$ 154,211	\$ 6,455	\$ 91,455					
													Revenues plus Fleet Fund Contribution minus Expenses			\$ 91,455	

Station 41 Revenue Bond				
North Davis Fire District Revenue Bond - Debt Service for Station 41	Reevaluate North Davis Fire District Needs and Stations	Final Bond Payment Due in Fiscal Year 2028	\$	3,000,000

North Davis Fire District Wage Scale - DRAFT WAGES FOR FY2021

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PART-TIME Firefighter / EMT		
	Step 1	Notes
Hourly	\$ 13.00	1 Year Probation (Must have AEMT and Fire II at the end of year one)

PART-TIME Firefighter / AEMT													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Notes
Hourly	\$ 14.21	\$ 14.64	\$ 15.08	\$ 15.53	\$ 16.00	\$ 16.48	\$ 16.97	\$ 17.48	\$ 18.00	\$ 18.54	\$ 19.10	\$ 19.67	FY2017 Increase

Full-Time Firefighter / EMT		
	Step 1	Notes
Hourly	\$ 13.96	1 Year Probation (Must have AEMT and Fire II at the end of year one)
Annual	\$ 40,204.80	

Full-Time Firefighter / AEMT													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Notes
Hourly	\$ 14.39	\$ 14.82	\$ 15.26	\$ 15.72	\$ 16.19	\$ 16.68	\$ 17.18	\$ 17.70	\$ 18.23	\$ 18.78	\$ 19.34	\$ 19.92	
Annual	\$ 41,443.20	\$ 42,681.60	\$ 43,948.80	\$ 45,273.60	\$ 46,627.20	\$ 48,038.40	\$ 49,478.40	\$ 50,976.00	\$ 52,502.40	\$ 54,086.40	\$ 55,699.20	\$ 57,369.60	

Full-Time Firefighter / Paramedic													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Notes
Hourly	\$ 17.97	\$ 18.51	\$ 19.07	\$ 19.64	\$ 20.23	\$ 20.84	\$ 21.47	\$ 22.11	\$ 22.77	\$ 23.45	\$ 24.15	\$ 24.87	2,880 hours Straight Time
Annual	\$ 51,753.60	\$ 53,308.80	\$ 54,921.60	\$ 56,563.20	\$ 58,262.40	\$ 60,019.20	\$ 61,833.60	\$ 63,676.80	\$ 65,577.60	\$ 67,536.00	\$ 69,552.00	\$ 71,625.60	

Driver/Engineer													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Notes	
Hourly	\$ 17.97	\$ 18.51	\$ 19.07	\$ 19.64	\$ 20.23	\$ 20.84	\$ 21.47	\$ 22.11	\$ 22.77	\$ 23.45	\$ 24.15	2,880 hours Straight Time	
Annual	\$ 51,762.67	\$ 53,308.80	\$ 54,921.60	\$ 56,563.20	\$ 58,262.40	\$ 60,019.20	\$ 61,833.60	\$ 63,676.80	\$ 65,577.60	\$ 67,536.00	\$ 69,552.00		

Captain													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Notes	
Hourly	\$21.36	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76	\$25.50	\$26.27	\$27.06	\$27.87	\$28.71	2,880 hours Straight Time	
Annual	\$ 61,529.55	\$ 63,360.00	\$ 65,260.80	\$ 67,219.20	\$ 69,235.20	\$ 71,308.80	\$ 73,440.00	\$ 75,657.60	\$ 77,932.80	\$ 80,265.60	\$ 82,684.80		

Battalion Chief													
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Notes		
Hourly	\$ 26.68	\$ 27.48	\$ 28.30	\$ 29.15	\$ 30.02	\$ 30.92	\$ 31.85	\$ 32.81	\$ 33.79	\$ 34.80	2,880 hours Straight Time		
Annual	\$ 76,838.40	\$ 79,142.40	\$ 81,504.00	\$ 83,952.00	\$ 86,457.60	\$ 89,049.60	\$ 91,728.00	\$ 94,492.80	\$ 97,315.20	\$ 100,224.00			

Administrative Assistant													
Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	NOTE	
Hourly	\$ 15.00	\$ 15.45	\$ 15.91	\$ 16.38	\$ 16.87	\$ 17.38	\$ 17.90	\$ 18.44	\$ 18.99	\$ 19.56	\$ 20.15	Hourly	

Human Resource Coordinator													
Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	NOTE	
Hourly	\$ 20.15	\$ 20.74	\$ 21.36	\$ 22.00	\$ 22.66	\$ 23.34	\$ 24.04	\$ 24.76	\$ 25.50	\$ 26.27	\$ 27.06	Hourly	

Exempt Positions		
Executive Assistant / Human Resource Director / Clerk	Salary Range	NOTE
	\$ 73,043.36 \$ 100,138.49	EXEMPT STATUS

Deputy Fire Chief / Fire Marshall	Salary Range	NOTE
	\$ 89,492.00 \$ 129,764.13	EXEMPT STATUS

Fire Chief	Salary Range	NOTE
	\$ 99,360.55 \$ 143,079.19	EXEMPT STATUS

RESOLUTION NO. 2020R-07

LOCAL EMERGENCY DECLARATION BY THE NORTH DAVIS FIRE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, North Davis Fire District service area has suffered from a Pandemic Coronavirus “COVID-19” that occurred on January 21, 2020. The Utah Department of Health recognizes COVID-19 as an imminent threat to the health and safety of the residents of Utah; and

WHEREAS, on February 28, 2020, the State Emergency Operations Center raised its activation level to *Level 3-Elevated Action*, and the Utah Division of Emergency Management and the Utah Department of Health activated a Joint Information System for public information; and

WHEREAS, on March 30, 2020, the State Emergency Operations Center raised its activation level to *Level 1 - Full Activation*, and the Utah Division of Emergency Management and the Utah Department of Health activated a Joint Information System for public information; and

WHEREAS, the Center for Disease Control and Prevention “CDC” identifies the potential public health threat posed by COVID-19 both globally and in the United States as “High” and has advised that person-to-person spread of COVID -19 will continue to occur globally, including within the United States; and

WHEREAS, Davis County Department of Health recognizes that the confirmed community transmission in the United States significantly increases the risk of exposure and infection to the State of Utah’s general public creating an extreme public health risk that may be spread quickly; and

WHEREAS, due to the identification of COVID -19 cases in Utah, COVID -19 has created conditions that are or are likely to be beyond the control of local resources required to combined forces of other subdivisions to combat; and

WHEREAS, Chief Mark Becraft has determined that there is imminent and proximate threat to the public health from the introduction of COVID-19 in the North Davis Fire Districts service area and has a concurrently declared a Local Health Emergency; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerated procurement of vital supplies, and use mutual aid will be critical to successfully responding to COVID-19; and

WHEREAS, emergency response operations continue throughout the county and are severely straining all responding agencies and the emergency operations plan is in effect; and

WHEREAS, the cost and magnitude of responding to and recovering from the impact of this event is far in excess of the North Davis Fire District's available resources; and

WHEREAS, these conditions do create a "State of Emergency" within the intent of the Disaster Response and Recovery Act found in Title 53, Chapter 2a of the Utah Code Annotated 1953, as amended and necessitated that North Davis Fire District proclaim the existence of a local emergency;

WHEREAS, on March 19, 2020, the North Davis Fire District Board of Trustees Declared a Local Emergency Declaration due to the potential public threat posed by COVID both globally and in the United States as "High" and has advised that person-to-person spread of COVID -19 will continue to occur globally, including within the United States; and

WHEREAS, on April 16, 2020, the North Davis Fire District Board of Trustees ratified Local Emergency Declaration declared on March 19, 2020 due to the potential public threat posed by COVID both globally and in the United States as "High" and has advised that person-to-person spread of COVID -19 will continue to occur globally, including within the United States; and

WHEREAS, the North Davis Fire District Board of Trustees determined that the potential public threat posed by COVID both globally and in the United States as "High" and has advised that person-to-person spread of COVID -19 will likely continue to occur globally, including within the United States; and

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED by Fire Chief Mark Becraft that a local emergency exists in North Davis Fire District response area, and shall remain in effect for no longer than 30-days, unless ratified by Resolution by the North Davis Fire District Board of Trustees, and continue for an additional 30-days.

NOW THEREFORE, the Chairman of the North Davis Fire District Board of Trustees has declared a State of Emergency on the behalf of North Davis Fire District, and will execute for and on behalf of the North Davis Fire District, the expenditure of emergency funds from all available sources, the invoking of Mutual Aid Agreements, and the requesting of assistance from the State.

PASSED AND ADOPTED by the Board of Trustees of the North Davis Fire District this
28th day of May 2020.

NORTH DAVIS FIRE DISTRICT
Board of Trustees

By: _____
TIMOTHY E. ROPER, Chairman

ATTEST:

MISTY ROGERS, Clerk of the Board

DRAFT

RESOLUTION NO. 2020R-08

**A RESOLUTION AMENDING NORTH DAVIS FIRE DISTRICT
POLICIES AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Board of Trustees of the North Davis Fire District, County of Davis, State of Utah, (hereinafter referred to as the "District") finds changing conditions and circumstances make it desirable to revoke the existing District Policies and to replace it by new District Policies,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTH DAVIS FIRE DISTRICT, as follows:

SECTION ONE: REPEAL AND REPLACEMENT

The existing North Davis Fire District Policies is hereby repealed and replaced by new Section District Policies which is attached as Exhibit A;

SECTION TWO: EFFECTIVE DATE

This Resolution shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED by the Board of Trustees of the North Davis Fire District this 28th day of May 2020.

NORTH DAVIS FIRE DISTRICT
Board of Trustees

By: _____
TIMOTHY E. ROPER,
Chairman, Board of Trustees

ATTEST:

MISTY ROGERS,
Clerk of the Board

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- D. POLICIES DO NOT CREATE RIGHTS

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- A. BOARD ADOPTION, AMENDMENT, AND REPEAL OF ORDINANCES
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- C. DISTRICT POLICY MANUAL TO BE AVAILABLE TO THE PUBLIC

POLICY 1.1: GOVERNANCE BY POLICIES

A. GOVERNANCE BY POLICIES

A primary duty and function of the Board of Trustees is to establish policies for the governance of the District. It is the policy of the Board of Trustees to delegate to the Fire Chief and staff the responsibility for the day-to-day administration of the District, in a manner consistent with the policies and directions of the Board.

B. COMPLIANCE WITH LAW

Policies shall comply with all applicable federal, state and local laws and regulations. If any policy or portion thereof is found to conflict with any local, state, or federal law or regulation, such policy, or such portion thereof, shall be deemed void without further Board action. It shall be the responsibility of all District personnel to bring any such conflict to the Board's attention immediately upon discovery.

C. COMPLIANCE WITH POLICIES

All District personnel shall comply with the policies adopted by the Board. Any failure to comply shall constitute grounds for disciplinary action or termination.

D. POLICIES DO NOT CREATE RIGHTS

Policies of the District shall not create any enforceable right, contract, employment agreement or expectation on the part of any person; and any deviation from a District policy shall not in itself render any District action invalid, void or voidable, nor shall such deviation constitute evidence of negligence. The Board may deviate from policy when to do so serves the public interest or would avoid hardship, as the Board may determine.

POLICY 1.2: ADOPTION, AMENDMENT, AND REPEAL OF ORDINANCES, POLICIES, AND OTHER REGULATIONS

A. BOARD ADOPTION, AMENDMENT, AND REPEAL OF ORDINANCES

The Board shall recommend to the Governing Body any action it feels is necessary to be taken by the governing authority.

B. BOARD ADOPTION, AMENDMENT, AND REPEAL OF POLICIES AND RESOLUTIONS

The Board shall base its policies and resolutions on the best available information and input from affected parties. Whenever the Board enacts, amends, or repeals any policy or other resolution, it may follow a two-step process:

1. The introduction and discussion of a proposed policy or resolution, adoption, repeal, or amendment in one meeting, after placement on the meeting agenda.
2. Further deliberation, if any, a motion and a vote on the proposed policy or resolution, adoption, repeal, or amendment at the next regularly scheduled Board meeting, after placement on that meeting's agenda.

Adoption, amendment, or repeal of Board policies and resolutions requires a majority vote of the Board, acting upon a motion put before the Board. In the event that an emergency is deemed to exist by the majority of the Board members, and said emergency is recorded in the official minutes, a guideline or policy can be suspended or amended in the course of a single meeting. An emergency is defined as an unforeseen circumstance or circumstances requiring immediate action so as to promote the public good. All procedures shall be in accordance with the Utah Open Meeting law.

POLICY 1.3: MAINTENANCE AND DISTRIBUTION OF POLICY MANUALS

A. COMPILATION OF POLICY MANUALS

The Fire Chief shall compile all of the policies and procedures adopted by the Board into a District Policy and Procedures Manual. The Fire Chief shall be responsible for updating the Manual regularly.

B. DISTRIBUTION OF POLICY MANUALS

Updated Policy and Procedures Manuals shall be kept at each office or other facility maintained by the District. The following persons shall maintain an updated Manual:

1. All Board members;
2. Fire Chief;
3. District's attorney;
4. Other persons designated by the Fire Chief or the Board;

C. DISTRICT POLICY MANUAL TO BE AVAILABLE TO THE PUBLIC

The Policy and Procedures Manual is a public record. At least one copy of the updated Policy Manual shall be available for inspection and use by the public at the District's main business office, during regular business hours.

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POLICY 2.2: ORGANIZATION OF BOARD OF TRUSTEES

- A. REORGANIZE BOARD OF TRUSTEES

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POLICY 2.1: POWERS AND DUTIES OF THE DISTRICT'S BOARD

A. MEETING THE NEEDS OF THE DISTRICT

It is the policy of the Board of Trustees to carry out those duties assigned to it by law, in such a way as best to meet the needs of the District.

B. FORMULATION AND INTERPRETATION OF DISTRICT POLICY

An important activity of the Board is the formulation and interpretation of District policies. The Board shall establish policy, reserving to itself all authority and responsibility not expressly assigned to other District officers and personnel.

C. BOARD MEMBERS AUTHORIZED BY OFFICIAL BOARD ACTION ONLY

No individual Board member may speak for or act on behalf of the Board or District, except as authorized to do so by official Board action as recorded in the official minutes, guidelines or policies of the District.

D. ETHICAL STANDARDS

Board members and employees of the North Davis Fire District act as representatives of the citizens of the District. Therefore, Board members and employees shall adhere to the highest ethical standards in the conduct of District business, as set forth in Chapter 10 of this Manual and the A Utah Public Officers and Employees Ethics Act, ' 67-16-1 et seq., Utah Code.

E. BOARD MEMBER EDUCATION

In order to carry out their duties effectively, Board members must be adequately informed. Members are encouraged to review Board meeting agenda packets thoroughly, prior to Board meetings, and to attend such conferences and other training programs as the Board may authorize.

POLICY 2.2: ORGANIZATION OF BOARD OF TRUSTEES

SECTION ONE: ORGANIZATION AND AUTHORITY

The North Davis Fire District was originally created as a Special Service District in accordance with the provisions of the Special Service District Act. The District has been reorganized and is now a Local District Service Area as defined in the Service Area Act. The District is subject to and has the power and authority to act pursuant to and in accordance with the provisions of Title 17B, Chapter 1 of the Utah Code and the provisions of the Service Area Act found in Title 17B, Chapter 2a, Part 9 of the Utah Code.

SECTION TWO: BOARD OF TRUSTEES – DUTIES AND POWERS

The North Davis Fire District shall be governed by a Board of Trustees which shall manage and conduct the business and affairs of the District and shall determine all questions of District policies. All powers of the North Davis Fire District shall be exercised through the Board of Trustees and the Board of Trustees shall have all powers referred to in Section 17B-1-301 of the Utah Code.

SECTION THREE: BOARD OF TRUSTEES – NUMBER OF MEMBERS

The Board of Trustees of the North Davis Fire District shall consist of nine (9) members.

SECTION FOUR: BOARD MEMBERSHIP APPOINTMENT

Each City within the District shall by Resolution appoint three (3) Members to the Board of Trustees. Upon receiving the appropriate Resolution from each City, such Board members shall be sworn in as Members of the Board of Trustees. Each Member so appointed shall be at all times an elected City Council Member or Mayor of the appointing City. Five (5) of the initial Members of the Board of Trustees shall serve a term of four (4) years. Four (4) members of the initial Board of Trustees shall serve a term of two (2) years and each term thereafter shall be for a period of four (4) years so that all terms shall not expire at the same time. The Board of Trustees shall determine how the terms of office shall initially be decided.

SECTION FIVE: MEETINGS

The Board of Trustees shall hold regular monthly meetings at its official meeting place in the District offices at 381 North 3150 West, West Point City, Utah, on the third Thursday of each month at

the hour of 6:00 p.m. prevailing official time. In the event any such official meeting date should fall on a legal holiday; the meeting shall be held the preceding day. In the event an emergency should arise or it should appear a quorum cannot be obtained for any such official meeting; the Chairman or Vice-Chairman may declare the meeting continued to a certain time or until the next official meeting date.

Special meetings may be called by the Chairman of the Board of Trustees or the Vice- Chairman in the Chairman's absence or by any five concurring members of the Board. The District Clerk shall post the Agenda for each meeting as required by the Open Meeting Law of the State of Utah.

SECTION SIX: ATTENDANCE

The Board of Trustees may adopt any Resolution not inconsistent with law providing rules pertaining to the attendance of its Members.

SECTION SEVEN: VACANCIES

A vacancy in any Board membership position because of death, resignation, removal, disqualification or otherwise, or a new Board membership created by the Board of Trustees, may be filled for the unexpired portion of the term by a Resolution of the City Council which appointed the Board Member.

SECTION EIGHT: RULES – EXPULSION OF MEMBER

The Board shall determine its own rules of proceedings, may punish its Members for disorderly conduct, and with the concurrence of two-thirds of the Members may expel a Member for cause.

SECTION NINE: BOARD MEMBER QUALIFICATION

1. No Member of the Board of Trustees may be a full or part-time employee of the District while serving on the Board of Trustees.

2. Board Members shall otherwise be qualified as required by and in accordance with the provisions of Title 17B of the Utah Code.

3. At the time of appointment, all members of the Board of Trustees must be an elected official of the represented City and shall be an elected official at all times during such term of office. If at any time a Board Member ceases to be an elected official of the City represented by such Member his or her membership on the Board shall terminate and the represented City shall by Resolution appoint a replacement Member to fill the remainder of the term.

SECTION TEN: ORGANIZATION OF BOARD OF TRUSTEES

The Board of Trustees at its January meeting in each even number year shall reorganize by:

1. Electing by a majority vote of all Trustees a Chairman of the Board of Trustees.
2. Electing by a majority vote of all Trustees a Vice-Chairman of the Board of Trustees.
3. Appointing a Clerk and Treasurer of the Board.

SECTION ELEVEN: REORGANIZATION COMPLETION

1. After the reorganization of the North Davis Fire District is complete and certification from the Lt. Governor of the State of Utah has been granted, the at-large position of board will cease. Three elected and appointed officials from each city will serve on the Board of Trustees of the North Davis Fire District. Gary Petersen will remain Chairman and Mark Shepherd will remain Vice-Chairman until the Board of Trustees election in January, 2020.

SECTION TWELVE: GENERAL POWERS

The Board of Trustees will work with the Fire Chief of the District to ensure that the policies established by the Board of Trustees are being carried out.

SECTION THIRTEEN: DUTIES OF BOARD OF TRUSTEES

During the annual meeting held in even-numbered years, the Board of Trustees shall elect a Vice-Chairman and Chairman. The persons nominated to serve as the Chairman and/or Vice-Chairman must have served on the Board of the North Davis Fire District for a minimum of two-years prior to being elected to the Vice-Chairman and Chairman position. The persons so elected shall serve a maximum term of two (2) consecutive years as Vice-Chairman or a maximum term of two (2) consecutive years as Chairman. The respective Chairman and Vice-Chairman shall take office on the third Thursday in January of even-numbered years. The Chairman shall preside at all meetings and be the official spokesperson of the Board of Trustees and shall perform such other duties as may be prescribed from time to time by the Board of Trustees. The Chairman of the Board of Trustees will serve as a non-voting member except in the case of a tie-vote. If there is a tie-vote among the Board of Trustees, the Chairman of the Board will then cast the tie-breaking vote

SECTION FOURTEEN: DUTIES OF CHAIRMAN OF THE BOARD

1. The Chairman of the Board of Trustees shall be the executive officer of the Board of Trustees.
2. The Chairman shall be the presiding officer at all meetings and conduct the same.
3. The Chairman shall sign and execute all legal documents upon the advice and counsel of a majority vote of the Board of Trustees in attendance at any meeting.
4. The Chairman shall carry out and conduct the affairs of the District as Board Chairman as are designated to said Chairman by the Board or by the laws of the State of Utah.
5. When required by an emergency situation, the Chairman shall be vested with discretionary powers to act without the advice and consent of the Board, provided said required action is not arbitrary, discriminatory or capricious.

SECTION FIFTEEN: DUTIES OF VICE-CHAIRMAN OF THE BOARD

In the absence or unavailability of the Chairman, the Vice-Chairman shall become Chairman of the Board of Trustees *pro tempore* and shall be and is vested with all the powers inherent in the office of the Chairman as set forth in the preceding Section.

SECTION SIXTEEN: OTHER OFFICERS

Other officers may be designated and appointed by the Board of Trustees and will perform such duties and have such powers and responsibilities as may be assigned to them by the Board of Trustees.

SECTION SEVENTEEN: DUTIES OF THE TREASURER

The Treasurer shall be selected and appointed by the Board of Trustees with no set term. The Treasurer will supervise the financial records of the District and perform other duties specifically assigned or delegated by the Board. The Treasurer will be the custodian of the funds of the District and keep an account of all receipts and disbursements. The Treasurer shall have the following specific powers and duties which may be delegated to the District's Fire Chief and Board Clerk.

1. To keep and maintain, open to inspection at all reasonable times, adequate and correct accounts of the properties and business transactions of the District, which shall include all matters required by law and which shall be in form as required by law.
2. To have the care and custody of the funds and valuables of the District and deposit the

same in the name and to the credit of the District with such depositories as the Board of Trustees may designate.

3. To maintain accurate lists and descriptions of all capital assets of the District, including land, buildings, and plants.

4. To see to the proper drafting of all checks, drafts, notes, and orders for the payment of money as required in the business of the District, and to sign such instruments as directed by the Board of Trustees.

5. To disburse the funds of the District for proper expenses and as may be ordered by the Board of Trustees to take proper vouchers for such disbursements.

6. To render to the Chairman or to the Board of Trustees whenever they may require it, an account of all transactions as Treasurer, and a financial statement in form satisfactory to them, showing the condition of the financial affairs of the District.

In addition to the foregoing, the Treasurer shall have such other powers, duties, and authority as may be prescribed by the Chairman or the Board of Trustees from time to time.

SECTION EIGHTEEN: DUTIES OF THE CLERK

The Clerk of the Board of Trustees shall:

1. Attend all meetings of the Board of Trustees, regular and special.
2. Keep adequate notes and thereafter make an adequate transcription thereof of all the affairs or business presented to the Board and acted thereon by the Board.
3. Whenever a vote on any proposition is taken by roll call, the Clerk shall call the roll, enter the name of Trustees voting and indicate the aye or nay votes on such proposition and place an announcement in the minutes of the result of such voting.
4. The Clerk shall report all revenues and expenditures to the Board of Trustees for approval.
5. The Clerk shall keep an accurate book containing the transcribed minutes of each meeting of the Board, regular and special. At each meeting the Clerk shall present a written copy of the minutes of the previous meeting and correct the same as directed by the Board after which the Clerk shall sign said

minutes and indicate that they are the final minutes of said meeting.

6. The Clerk shall keep a book containing all the Resolutions passed and adopted by the Board and additionally shall keep such other books, files or ledgers as determined necessary to keep a complete record of the affairs of the District or as may be directed by the Board of Trustees.

7. The Clerk shall assure compliance with the Utah Open Public Meeting Laws.

SECTION NINETEEN: COMPENSATION

Compensation of Board Members shall be established by Resolution of the Board of Trustees as permitted by the Utah Code.

SECTION TWENTY: ELECTRONIC DEVICE POLICY

The following policy is adopted with respect to electronic devices for members of the Board of Trustees:

1. Definitions. “Electronic Devices” means and includes cell phones, iPads, laptops, notebooks, netbooks, desk top computers and all similar devices issued to a Board member by the District. Such definition includes the equipment, its component parts, all hardware, software and stored electronic memory.

2. Ownership of Electronic Devices. The District shall retain sole ownership of any electronic device issued to a Board member or employee and all information on the device.

3. Use of Electronic Devices. In addition to use for District business purposes a Board member may use an issued electronic device for personal purposes; however, the Board member shall not utilize the issued device for any unlawful or inappropriate purposes. A Board member or employee shall have no expectation of a right of privacy regarding any personal information available on any issued electronic device.

4. Cost. The District may pay the basic cost, including monthly payment for any issued electronic device.

5. Issuance of Electronic Device. Any Board member desiring issuance of an electronic device shall submit a written request to the Board Chairman stating what device is requested and the reason for the request. The decision of the Chairman shall be final unless overruled by a majority of Board

members.

6. Lost or Stolen Devices. Lost or stolen devices must be reported to the District as soon as possible. The Board member is responsible for lost or stolen or damaged devices and must replace device with personal funds unless the situation warrants another funding source, which must be approved by the Board.

SECTION TWENTY-ONE: ELECTRONIC MEETINGS – PARTICIPATION ELECTRONICALLY

1. A member of the Board of Trustees may participate in meetings by all forms of appropriate electronic means in accordance with the provisions of this Section. Such participation must provide for open access to the public which, at a minimum, means that the member participating electronically must be able to hear comments from public participants in the meeting as well as other members and that public participants as well as other members must be able to hear comments from the member participating electronically.

2. If the Chairman of the Board of Trustees is not physically present at the anchor meeting and is participating electronically the Vice-Chairman shall preside over the meeting. In such-event the Chairman may participate electronically. If neither the Chairman nor Vice-Chairman is physically present at the anchor meeting the Board of Trustees shall elect one of its members to act as Chairman pro-tempore.

3. If a member of the Board of Trustees desires to participate in a meeting of the Board of Trustees electronically, such member must inform the Clerk not less than 24 hours prior to the meeting to allow for arrangements to be made for the electronic meeting. Public notice of the meeting shall include a description of how a member(s) will be connected to the electronic meeting.

4. Participation electronically may be engaged in under certain circumstances when it would be difficult, burdensome or onerous for the member to be physically present. In order to prevent abuse of this privilege, no individual member of the Board of Trustees may participate electronically more than two (2) times in a calendar year. Participation in a meeting under emergency conditions shall not apply to this paragraph 4.

5. Electronic Meetings: In situations involving emergencies, loss of facilities, or other unforeseen circumstances the Board of Trustees may meet electronically to conduct the necessary business of the District. In order to do so in an orderly fashion, the following procedures shall be followed:

1. Anchor Location. The North Davis Fire District Headquarters 381 N. 3150 W. West Point, Utah, is intended to be the anchor location whenever possible. If an alternative location is to be used or if multiple locations are to be used, notice of those locations will be given as early as is practical.
2. Notice. Notice of any electronic meeting will be as provided in Utah Code Sections 52-4-202 and 52-4-207. In addition thereto, notice of the meeting will be posted at the anchor location, or locations, with additional notice going to a newspaper of general

circulation and a local media correspondent. Notice of the electronic meeting will be provided to the members of the Board of Trustees at least 24 hours before the meeting, if possible. The notice shall also contain a description on how the members of the Board of Trustees will be connected to the electronic meeting.

3. Procedures for the Meeting. To the extent possible, electronic meetings will be conducted in the same manner as regular meetings. To ensure full participation by all members, additional procedures and guidelines may be employed.
 - a. The presiding official shall call the meeting to order and have a roll call to establish that a quorum is present. Members participating electronically shall be included to determine if a quorum is present.
 - b. If the meeting is conducted telephonically, then a speaker phone will be connected in such a manner that comments made by the members participating electronically will be broadcast through the public address system at the anchor location. To ensure full participation each member present, and those participating electronically, will be given a specific opportunity to make inquiries and participate in the discussion through a roll call method. Votes taken in these circumstances shall be by roll call method, with each member audibly verbalizing their vote.
 - c. If a member or members are participating by email or instant messaging, the email or instant messaging shall either be projected upon a screen with a person assigned to read aloud, into the public address system, comments made, or if no projection system exists, then a person will be assigned to read said messages into the public address system. The person to do the reading will be assigned by the respective member(s) participating electronically.
6. When the Board convenes or conducts an electronic meeting, it shall:
 - A. Give public notice of the meeting:
 - i. in accordance with Utah Code Sections 52-4-202 and 52-4-207; and
 - ii. post written notice at the District office location;
 - B. In addition to giving public notice required by Subsection 6.A, provide:
 - i. notice of the electronic meeting to the members of the Board at least 24 hours before the meeting so that they may participate in and be counted as present; and
 - ii. a description of how the members will be connected to the electronic meeting;
 - C. Establish one or more anchor locations for the public meeting, at least one of which is the District office where the Board would normally meet if it were not holding an electronic meeting;
 - D. Provide space and facilities at the District office location so that interested

persons and the public may attend and monitor the open portions of the meeting;
and

E. If comments from the public will be accepted during the electronic meeting, provide space and facilities so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.

7. Compliance with the provisions of Section 52-4-207 of the Utah Code, by the Board constitutes full and complete compliance by the Board with the provisions of Sections 52-4-201 and 52-4-202 of the Utah Code.

8. Participation of a member in an electronic meeting shall constitute attendance at a Board meeting.”

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POLICY 2.3: BOARD MEMBER ORIENTATION

A. ORIENTING NEW BOARD MEMBERS

The Board and its staff shall assist each new member-elect and appointee to understand the Board's functions, policies, and procedures before he or she takes office. The following methods shall be employed:

1. New members shall be invited to attend and participate in public Board meetings. Participation in public meetings may include asking questions of the Board and giving opinions.
2. New members should complete new board member training as instructed by the Chairman.
3. Members should meet with the Fire Chief and other District personnel to discuss the services each performs for the District. The Fire Chief shall provide material pertinent to District meetings and respond to questions regarding such material.
4. The Fire Chief shall provide an opportunity to each new Board member to review or obtain a copy of:
 - a. An updated copy of the District's Policy and Procedure Manual.
 - b. A copy of the Utah Open Meeting Law.
 - c. Copies of the minutes of all Board meetings, except for closed sessions, for the preceding twelve (12) months.
 - d. Copies of the District's current budget.
 - e. Copies of the District's insurance policies.
 - f. Copies of all such documents as the District attorney may recommend with respect to any pending claims or lawsuits.
 - g. A list of all District personnel by position.
 - h. Such other materials as the Board may direct or the Fire Chief deems appropriate.

POLICY 2.4: REIMBURSEMENT OF BOARD MEMBER EXPENSES

A. BOARD MEMBER COMPENSATION AND REIMBURSEMENT

Board members may be compensated as allowed by the provisions of law governing Special Districts as found in Title 17B of the Utah Code.

1. Compensation for Board Chairman and Vice-Chairman shall be \$5,000.00 per year to be dispersed in four quarterly payments.
2. Compensation for Board Members shall be \$4,000.00 per year to be dispersed in in four quarterly payments.

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POLICY 3.1: PREPARATION FOR BOARD MEETINGS

A. DISTRIBUTION OF MATERIALS TO BOARD MEMBERS

The agenda, Fire Chief's Report, Treasurer's Report, Statement of Bills, and detailed information relative to the agenda, including existing Board policy pertinent to agenda items, shall be given to each member of the Board of Directors at least four (24) hours prior to any regularly scheduled Board meeting.

B. DISTRIBUTION OF AGENDA TO THE PUBLIC

The proposed agenda will simultaneously be distributed to all District offices and other facilities, local and other news media, and posted at one or more locations convenient for review by District personnel and the public as required by the Utah Open Meeting Law.

POLICY 3.2: BOARD MEETING AGENDA

A. MEETING AGENDA

The Clerk of the Board shall draft the agenda after conferring with the Chairman of the Board. The following general order shall be observed:

1. Call to order and roll call
2. Invocation or Inspirational Thought
3. Pledge of Allegiance
4. Citizen Comment
5. Approval of the previous meeting's minutes.
6. Statement of bills.
7. Finance reports
8. New business.
9. Fire Chief's report.
10. Other items not on agenda/board and staff participation.
11. Adjourn

POLICY 3.3: NOTICE AND LOCATION OF MEETINGS

A. APPLICATION

This policy applies to all meetings of the Board.

B. COMPLIANCE WITH LAW

All meetings shall be conducted in accordance with the Utah Open Public Meetings Law, 52-4-1 et seq., Utah Code.

C. LOCATION OF MEETINGS

All meetings shall be held within the geographic boundaries of the District, except for training sessions. All meetings shall be held in places accessible to the handicapped. (See Policy 2.2, Section Five)

D. MEETINGS HELD BY TELEPHONE OR ELECTRONICALLY

Meetings may be held by telephone or other electronic communication if they qualify by virtue of their deliberative purpose and the presence of a quorum in accordance with Utah Code ' 52-4-207. (See Policy 2.2, Section Twenty-One)

E. REGULAR MEETINGS

The Board shall hold regular monthly meetings on the third Thursday of each month. Such meetings shall be held at the Districts offices at 6:00 p.m. The Board may designate other meeting dates, times and locations from time to time. (See Policy 2.2, Section Five)

F. SPECIAL MEETINGS

The Board shall hold special meetings at the request of the Chairman or the majority members of the Board, after compliance with public meeting notice requirements. If the Chairman is absent from the District, special Board meetings may be held at the request of the Vice-Chairman. No special meeting shall be held upon less than 24 hours' public notice.

G. EMERGENCY MEETINGS

When a true emergency exists, emergency meetings may be held upon less than 24 hours notice at the request of persons entitled to call special meetings. An emergency exists where there are objective circumstances, which, in the judgment of the person or persons

calling the meeting, create a real and substantial risk of harm to the District, which would be substantially increased if the Board were to delay in order to give 24 hours' notice before conducting the meeting. The convenience of Board members is not grounds for calling an emergency meeting.

Every effort should be made to notify all Board members and the Fire Chief, in accordance with Policy 3.3.H, if an emergency meeting is called.

At the beginning of any emergency meeting, the Chairman shall recite the reasons for calling such meeting, and the reasons the meeting could not have been delayed in order to give at least 24 hours' notice, which reasons shall be noted in the minutes. The Board shall then determine if the reasons are sufficient to hold an emergency meeting and, if not, shall immediately adjourn such meeting. Only business related directly to the emergency shall be conducted at an emergency meeting. An emergency meeting must meet quorum requirements.

H. NOTICE OF MEETINGS

Notice of the time, place, and principal subjects to be considered shall be given for all meetings as required by Utah code 52-4-6.

I. CLOSED SESSION

Notice for meetings called only to hold closed session shall be given as set forth in Policy 3.3.H, except that the notice shall indicate the general subject matter to be considered at the closed session and set forth the statutory basis for calling the closed session.

POLICY 3.4: CONDUCT OF BOARD MEETINGS

A. PRESIDING OFFICER

The Chairman shall preside at Board meetings. In the Chairman's absence, the Vice-Chairman shall preside. If both the Chairman and Vice-Chairman are absent, any other member of the Board may preside as appointed by the attending board members

B. AUTHORITY TO CONDUCT MEETINGS

The Chairman or other presiding officer at any Board meeting shall have full authority to conduct the meeting. Meetings shall be conducted in such a manner as to provide a full and fair opportunity for discussion of the issues in an efficient and timely manner. Any decision of the Chairman or other presiding officer at the meeting may be overridden by a majority vote of the Board.

C. PUBLIC PARTICIPATION

If public participation is to be a part of the meeting, the presiding officer may regulate the order and length of appearances, and limit appearances to presentations of relevant points. Persons failing to comply with the reasonable rules of conduct outlined by the presiding officer, or causing any disturbance, may be asked or required to leave. Upon failure to do so, such persons become trespassers.

D. ELECTRONIC EQUIPMENT

The authority to control the meetings of the District Board extends to control over equipment such as cameras, tape recorders and microphones. The presiding officer shall inform persons attending any meeting of the District Board of reasonable rules necessary to assure an orderly and safe meeting. The physical comfort and safety of members of the Board and the public attending the meeting shall be of primary concern in formulating such rules.

E. RECORDING OF VOTES

Votes shall be recorded. Any member may request that his or her vote be changed, if such request is made prior to consideration of the next order of business.

F. QUORUM REQUISITES

A majority of members shall constitute a quorum. If only a quorum is present, a unanimous vote is required to take final action.

G. VOTE EXPLANATIONS

Members of the Board may append to the record, at the time of voting, a statement indicating either the reason for their vote or abstention.

H. CONFLICT OF INTEREST/EX PARTE CONTACTS

All conflicts of interest shall be dealt with in accordance with the Utah Code. In the event any member of the Board has had any ex parte contact regarding a matter, the member shall declare such contact prior to participating in any vote on the matter. (See Policy 10.2 Conflict of Interest)

I. ADJOURNMENT

All Board meetings shall be adjourned by a majority vote, as a result of the loss of a quorum, or by the Board Chairman.

POLICY 3.5: CLOSED SESSION

A. PURPOSES

Closed sessions shall be held only for the purposes allowed by Utah Code 52-4-205.

B. NOTICE

Public notice of closed session shall be provided in accordance with Policy 3.3.I

C. CONDUCT OF CLOSED SESSION

The Chairman or other presiding officer shall announce the statutory authority for the closed session before going into closed session. Board members, staff and other persons present shall not discuss or disclose closed session proceedings outside of the closed session without prior authorization of the Board as a whole.

D. NO FINAL DECISIONS

The Board shall not take any votes during any closed session, nor make any final decisions during any closed session. This policy, however, shall not prohibit full discussion of Board members' views during closed sessions

POLICY 3.6: MINUTES OF MEETINGS

A. WRITTEN MINUTES

The Board shall keep written minutes of all of its meetings. Minutes of public meetings shall include at least the following information:

1. All members of the Board present.
2. All motions, proposals, resolutions, orders, ordinances and measures proposed and their disposition.
3. Results of all votes, including the vote of each member by name.
4. The substance of any discussion on any matter.

B. MINUTES OF CLOSED SESSIONS

Minutes of closed session shall be kept separately from minutes of public meetings. Minutes of closed session may be kept either in writing, in the same manner as minutes of public sessions, or by tape recording. If minutes of an closed session are kept by tape recording, written minutes are not required, unless otherwise provided by law. The District will follow Utah Code 52-4-206, record of closed meetings.

C. DISCLOSURE OF CLOSED SESSION MATTERS

If disclosure of material in the closed session minutes would be inconsistent with the purpose for which the closed session was held, the material may be withheld from disclosure. No closed session minutes may be disclosed without prior authorization District Attorney.

D. RETENTION

Any tape recordings or written minutes of public Board meetings or closed sessions shall be retained by the District until such time as their disposal is authorized by law.

E. AVAILABILITY TO THE PUBLIC

Written minutes of public sessions shall be made available to the public in accordance with Utah Code 52-4-203

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POLICY 5.1: PUBLIC RECORDS

A. COMPLIANCE

The District shall fully comply with the Utah A Government Records Access and Management Act, (“GRAMA”) Utah code ' 63A-12, et seq.

Records shall be classified as required by GRAMA.

1. Specificity of Request: In order to facilitate the public's access to records in the District's possession, and to avoid unnecessary expenditure of staff time, persons requesting access to public records for inspection or copying, or who submit written requests for copies of public records, shall specify the records requested with particularity, furnishing the dates, subject matter and such other detail as may be necessary to enable District personnel to readily locate the records sought.
2. Access: The District shall permit inspection and examination of its non-exempt public records during regular business hours in the District's offices, or in such other locations as the Board may reasonably designate from time to time. Copies of non-exempt public records maintained in machine readable or electronic form shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained.
3. Certified Copies: Certified copies of non-exempt public records shall be furnished upon request, and receipt of payment therefore.

B. FEES FOR PUBLIC RECORDS

In order to recover its costs for responding to public records requests, the current North Davis Fire District Fee Schedule will be followed. adopts the following fee schedule:

1. Copies of Public Records; Certified Copies: Copies of public records shall be twenty-five (25) cents per copy for standard, letter size copies and forty (40) cents for double sided standard letter size copies.
2. Copies of Sound Recordings: Copies of sound recordings of meetings shall be \$10.00 per copy.
3. Copies of Maps and Other Nonstandard Documents: Charges for copying maps or other nonstandard size documents shall be charged in accordance with the actual costs incurred by the District.

4. Research Fees: If a request for records requires District personnel to spend more than 15 minutes searching or reviewing records prior to their review or release for copying, the minimum fee shall be \$15.00 per hour with a minimum charge for one quarter hour. The District shall estimate the total amount of time required to respond to the records request, and the person making the request shall make payment for the estimated cost of the search and copying of the records in advance. If the actual time and costs are less than estimated, the excess money shall be refunded to the person requesting the records. If the actual costs and time are in excess of the estimated time, the person requesting the records at the time the records are produced shall pay the difference.
5. Additional Charges: If a request is of such magnitude and nature that compliance would disrupt the District's normal operation, the District may impose such additional charges as are necessary to reimburse the District for its actual costs of producing the records.
6. Reduced Fee or Free Copies: Whenever it determines that furnishing copies of public records in its possession at a reduced fee or without costs would be in the public interest, the Board may so authorize.

C. AUTHORIZATION REQUIRED FOR REMOVAL OF ORIGINAL RECORDS

At no time shall an original record of the District be removed from the District's files or the place, at which the record is regularly maintained, except upon authorization of the Board.

D. ON-SITE REVIEW OF ORIGINAL RECORDS

If a request to review original records is made, the District shall permit such a review provided that search fees are paid in advance, in accordance with paragraph B.4, above. A representative shall be present at any time original records are reviewed, and the charges for standing by while the records are reviewed shall be the same as the charges for searching for and reviewing records.

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POLICY 6.1: FIRE CHIEF

A. OFFICE CREATED

The Office of Fire Chief is hereby created.

B. APPOINTMENT

The Fire Chief shall be appointed by majority vote of the Board of Trustees and shall serve at the pleasure of the Board subject to terms of a contract of employment. The person shall be chosen by the Board solely on the basis of their executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth. No Board member shall receive such appointment neither during the term for which they shall have been elected or appointed nor within one year after the expiration of his or her term.

C. REMOVAL

The Board may remove the Fire Chief at any time with or without cause by a majority vote of its members.

D. POWERS AND DUTIES

The Fire Chief shall be the chief administrative officer of the District. The Fire Chief shall be responsible to the Board for the proper administration of all affairs of the District. To that end, the Fire Chief shall have power and shall be required to:

1. The Fire Chief shall have authority for the appointment and dismissal of all employees, as governed by the North Davis Fire District Personnel Policies and Procedures Manual.
 2. Be the overall supervising officer and manager of the entire operations of the District.
 3. Have the complete control and management of all the equipment, facilities, and buildings of the District and shall be responsible for the proper operation of the same.
 4. Be the head and the supervisor of all employees engaged in the operation of the Fire District. All employees under this category shall be directly responsible to the Fire Chief.
- . In the event of any vacancies in positions under the jurisdiction of the Fire Chief, the Fire Chief shall screen applicants for replacement and make recommendations for employment to the Board of Trustees.

6. Make recommendations and requests to the Board of Trustees for such additional employees as in the opinion of the Fire Chief may be needed for the proper operation of the Fire District.
7. The Fire Chief is vested with the right in emergency situations to discharge any employees working under his jurisdiction and employ a substitute until the next meeting of the Board of Trustees at which time the Fire Chief shall report such personnel problem and request the Board of Trustees to ratify his actions.
8. Keep himself fully informed of the condition of all the equipment and facilities belonging to the District and shall recommend to the Board the need or desirability for replacement of any equipment or facilities or the need for the addition of new equipment or facilities.
9. Whenever worn equipment needs to be replaced or new equipment appears to be needed or desirable, the Fire Chief shall obtain quotations of cost for such replacements or additions.
10. The Fire Chief shall have and is hereby vested with emergency powers and whenever any emergency situation should arise threatening loss or destruction of equipment and facilities of the District or threatens and endangers human life, the Fire Chief may hire emergency crews or procure equipment to meet any such emergency.
11. Act as the budget officer for the District to perform or cause to be performed all of the duties of such office as set forth in the Uniform Fiscal Procedures Act for Special Districts. The Fire Chief shall prepare the budget annually and submit it to the Board together with a message describing the important features and be responsible for its administration after adoption. The Chief shall exercise budgetary control over District departments and services; provide for the maintenance of uniform accounts and records of financial transactions, the purchasing of materials, supplies, equipment and services, the pre-audit of claims and disbursements of District funds, and keep the Board advised as to the financial condition and needs of the District, and make such recommendations as they may deem desirable.
12. Supervise the purchase of all materials, supplies, and equipment for which funds are provided in the budget; allow contracts necessary for operation or maintenance of District services in accordance with the Purchasing Procedures Policy of the District. No purchase shall be made, allow contractor obligation incurred for any time or service which exceeds the current budget appropriation without a supplemental appropriation by the Board. No contract for new construction shall be allowed except by the Board. The Fire Chief may issue such additional rules governing purchasing procedures, as the Board shall approve.

13. Present to the Board monthly and annual reports, together with whatever other reports the Board may request.
14. Recommend to the Board a standard schedule of pay for each appointive office and position in the District, including minimum, intermediate and maximum rates.
15. Recommend to the Board standard personnel policies for employees and be responsible for their administration after adoption.
16. Recommend to the Board the adoption of such measures, as they may deem necessary or expedient for the health, safety, or welfare of the District or for the improvement of administrative services.
17. Consolidate or combine offices, positions, departments, or units under their jurisdiction, with the approval of the Board.
18. Attend all meetings of the Board, unless excused there from with the right to take part in discussions, but not to vote.
19. See that all District rules and ordinances are duly enforced; investigate the affairs of the District or any department or division thereof. Investigate all complaints in relation to matters concerning the service maintained by the District.
20. Notify the Board of any emergency existing in the District.
21. Keep or cause to be kept a current inventory showing all real and personal property of the District and its location and be responsible for the care and custody of all such property including equipment, buildings, and all other District property.
22. Devote his/her entire working time to the discharge of his official duties.
23. Perform such other duties as may be required by ordinance or resolution of the Board, not inconsistent with District ordinances or State law.
24. In the carrying out of and performance of duties, the Fire Chief is authorized to consult with the District's legal counsel and financial advisor for professional direction, advice, and opinions.

E. RELATIONSHIP WITH BOARD OF TRUSTEES

Except for the purposes of inquiry, the Board or any of its members shall deal with the administrative service solely through the Chairman of the Board and no member thereof shall give orders to any subordinates of the Fire Chief, either publicly or privately, except

as directed through the Chairman of the Board.

F. COMPENSATION

The Fire Chief shall receive such compensation, as the Board shall fix from time to time by ordinance, resolution, or employment contract with the Fire Chief.

G. RETIREMENT BENEFITS

Exempting - Positions eligible to exempt include any elected, appointed or non-merit protected positions. Tier 1 Elected and Appointed Officials are not eligible to receive retirement benefit. Tier 2 Elected and Appointed Officials are not eligible to receive retirement benefit.

H. VACANCY

In the event of a vacancy in the position of Fire Chief, said vacancy shall be filled by the Board, subject to the qualifications hereinabove set forth.

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POLICY 7.1: PERSONNEL POLICIES AND PROCEDURES

A. ADOPTION BY REFERENCE

District adopts as part of this policy the North Davis Fire District Personnel Policy and Procedures manual. Such personnel policies and procedures are set forth and contained in their entirety in a separate bound volume. Such personnel policies and procedures or the latest version thereof as set forth in a separate bound volume are hereby affirmed and adopted and by reference incorporated into and made a part of these policies as though set forth fully herein.

B. AMENDMENTS

Such amendments to personnel policies and procedures as may hereinafter be approved and adopted by the Board shall be and are considered adopted for and as part of these policies and shall be considered to be apart hereof without further action by the Board.

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POLICY 8.1: SAFETY AND LOSS PREVENTION POLICY

A. PROMOTIONS OF SAFETY

It is the policy of the District to promote safety in all phases of District operations. To that end, the District shall strive to provide safe equipment, necessary personal protection, and adequate training. It is the responsibility of every employee and officer to cooperate in promoting safety and integrating safety procedures into all operations.

B. ADMINISTRATION OF SAFETY PROGRAM

1. The Fire Chief shall be responsible for the day-to-day administration of the District's safety and loss prevention program, including:
 - a. Implementation of necessary loss prevention and risk control policies and programs, including the following:
 - (1) Participation by and accountability for all officers and employees in loss prevention activities.
 - (2) Hazard assessments and control.
 - (3) Accident investigations.
 - (4) Personal protective and safety equipment programs.
 - (5) Training programs.
 - (6) Operations evaluations.
 - (7) Claims management and early return to work efforts.
 - b. Legal compliance with all federal, state, and local safety and health regulations.
 - c. Providing personnel with needed resources to insure compliance with the District's loss prevention and control policies.
 - d. Review of District loss data and accident investigation findings; evaluation of loss prevention activities, comparing them with current needs; assignment of responsibility for corrective action measures; and maintenance of necessary records of District activities.
 - e. Consulting with the District's insurance agents and carriers in developing loss control policies and procedures.

- f. Creating and managing an early return-to-work program for injured employees.
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PURCHASING POLICY AND PROCEDURES

I. BACKGROUND

- A. **Policy:** This shall be known as the North Davis Fire District (the “District”) Purchasing Policy (the “Policy”).
- B. **Purpose:** The purpose of this policy is to identify the procedure for approval and payment for all purchases or encumbrances by the District and to insure that all such payments and encumbrances are fair and reasonable and are not in conflict with applicable law. The Policy is applicable to all Board Members and employees.
- C. **Applicability of the Utah Procurement Code:** The District is a subject to the Utah Procurement Code (Utah Code Ann. §§ 63G-6a-101 *et. seq.*) and, as such, purchases by the District shall be made in accordance with applicable sections of the Procurement Code, as now constituted or as it may be amended and modified from time to time. For purposes of the application of the Procurement Code and this Policy, the District is a procurement unit with independent procurement authority.
1. **Exception - State or Federal Law or Regulations:** Notwithstanding the provisions of Subsection C. above, whenever any purchase or encumbrance is made with state or federal funds and applicable state or federal law or regulations are in conflict with this Policy, to the extent that following the provisions of this Policy might jeopardize the use of those funds or future state or federal funds, such conflicting provisions of this Policy shall not apply and the District shall follow the procedure required by the applicable state or federal law or regulation.
 2. **Exception - Federal Funding/Grants:** When a procurement involves the expenditure of federal assistance or contract funds, the District shall comply with any mandatorily applicable federal law and regulations which are not reflected in this Policy. This Policy shall not prevent the District from complying with the terms and conditions of any grant, gift, or bequest that are otherwise consistent with law.

II. DEFINITIONS

As used in the Policy, the following definitions shall be applicable.

- A. **Board:** The legislative body of the District is referred to herein as the “Board”. For purposes of the Procurement Code and this Policy, the Board is the Applicable Rulemaking Authority for the District.

- B. Statutory Definitions:** The definitions of terms set forth in Utah Code Ann. §§ 63G-6a-103 and -104, as they may be amended from time-to-time are, to the extent applicable to this Policy and the activities of the District, incorporated herein by this reference.
- C. Procurement Officer:** The Fire Chief] shall be the District's "Procurement Officer" and other employees of the District may act as Procurement Officers as authorized and delegated by the Board and/or the Procurement Officer. If the above blank is not filled in, the Manager, as defined below, shall serve as the District's Procurement Officer. References in this Policy to the Procurement Officer shall include any "designee" or "delegate" designated by the Procurement Officer or the Board.
- D. Additional Definitions:**
1. **Act or Procurement Code:** means the Utah Procurement Code found in Title 63G, Chapter 6a of the Utah Code.
 2. **Actual Costs:** means direct and indirect costs which have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs.
 3. **Adequate Price Competition:** requires a minimum of two competitive bids, proposals, or quotes from responsive bidders or offerors.
 4. **Bid Bond:** is either cash or an insurance agreement, accompanied by a monetary commitment, by which a third party (the Surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount, and if the contract is awarded to the bonded bidder, the bidder must accept the contract as bid or the cash will be forfeited or the surety will pay the specified bond amount to the District.
 5. **Bid Rigging:** is an agreement among potential competitors to manipulate the competitive bidding process, for example, by agreeing not to bid, to bid a specific price, to rotate bidding, or to give kickbacks.
 6. **Bid Security:** means the deposit of cash or a certified check, cashier's check, bank draft, money order, or bid bond submitted with a bid and serving to guarantee to the District that the bidder, if awarded the contract, will execute such contract in accordance with the bidding requirements and the contract documents.
 7. **Brand Name or Equal Specification:** means a specification which uses a brand name specification to describe the standard of quality, performance, and other characteristics being solicited, and which invites the submission of equivalent products.

8. **Brand Name Specification:** means a specification identifying one or more products by manufacturer name, product name, unique product identification number, product description, SKU or catalogue number.
9. **Collusion:** occurs when two or more persons act together to achieve a fraudulent or unlawful act. Collusion inhibits free and open competition in violation of law.
10. **Cost Analysis:** means an evaluation of cost data for the purpose of arriving at estimates of costs to be incurred, prices to be paid, costs to be reimbursed, or costs actually incurred.
11. **Cost Data:** means factual information concerning the cost of labor, materials, overhead, and other cost elements which are expected to be incurred or which have actually been incurred by the contractor in performing the contract.
12. **Cronyism:** is an anticompetitive practice that may violate federal and state antitrust and procurement laws. Cronyism in government contracting is a form of favoritism where contracts are awarded on the basis of friendship, association or political connections instead of fair and open competition.
13. **Favored Vendor:** applies to a situation wherein the Procurement Officer, an evaluation committee member, a contract administrator, or a District employee unfairly, by means of deceit or in violation of law, favors one vendor over another in the process of awarding a contract. Examples of ways in which District contracts may improperly be steered to a “favored vendor” include, but are not limited to:
 - a. Collusion or manipulation of the procurement to steer a contract award to a particular vendor;
 - b. Illegal bribes or kickbacks paid by a vendor in exchange for a contract award;
 - c. Unjustified sole source contract awards to a vendor;
 - d. Bid rigging schemes;
 - e. Writing specifications that are overly restrictive or written in a way that gives an unfair advantage to a particular vendor;
 - f. Improperly splitting purchases to avoid use of a standard competitive procurement process;

- g. Leaking bid or proposal information to a particular vendor to the exclusion of other vendors; or
- h. Not following established policies and procedures when approving change orders.
- 14. **Manager**: as used in this Policy refers to the chief executive officer of the District, whether that person's official title is "General Manager", "Executive Director", or any other title, and includes any designee of the Manager.
- 15. **Mandatory Requirement**: means a condition set out in the specifications/statement of work that must be met without exception.
- 16. **Minor Irregularity**: is a variation from the solicitation that does not affect the price of the bid, offer, or contract or does not give a bidder/offeror an advantage or benefit not shared by other bidders/offerors, or does not adversely impact the interests of the District.
- 17. **New Technology**: means any invention, discovery, improvement, or innovation that was not available to the District on the effective date of the contract, whether or not patentable, including, but not limited to, new processes, emerging technology, machines, and improvements to or new applications of existing processes, machines, manufactures and software. Also included are new computer programs, and improvements to, or new applications of, existing computer programs, whether or not copyrightable and any new process, machine, including software, and improvements to, or new applications of, existing processes, machines, manufactures and software.
- 18. **Participating Addendum**: means an agreement issued in conjunction with a State Cooperative Contract awarded by the Division of Purchasing and General Services (a "**Cooperative Contract**") that authorizes a public entity such as the District to use the Cooperative Contract.
- 19. **Payment Bond**: is a bond that guarantees payment for labor and materials expended on the contract.
- 20. **Price Analysis**: means the evaluation of price data without analysis of the separate cost components and profit.
- 21. **Price Data**: means factual information concerning prices for procurement items.

22. **Record**: shall have the meaning specified in Utah Code Ann. § 63G-2-103.
23. **Retention Schedule**: refers to the record retention schedule applicable to the District as approved by the State Records Committee, or the model retention schedule maintained by the State Archivist if the District does not have its own approved retention schedule.
24. **Surety Bond**: (performance bond) means a promise to pay the District a certain amount if the principal (contractor) fails to meet some obligation, such as fulfilling the terms of a contract. The surety bond protects the District against losses resulting from the principal's failure to meet the obligation. In the event that any obligation is not met, the District may recover its losses via the bond.

III. GENERAL PROVISIONS

- A. **Procurement Officer**: Except as otherwise specifically authorized by the Board, no officer or employee of the District shall purchase for and on behalf of the District any material or supplies, goods, wares, merchandise, or services of any kind or character, except through the Procurement Officer or his/her designee, and no voucher, check or other method of payment shall be honored if this procedure is not followed; provided, however, that this Subsection shall not apply to emergency purchases as specifically provided in Subsection X.A.5 of this Policy.
- B. **Approval of Purchases**: Except as otherwise provided in this Policy, the Board must approve all expenditures of the District. Notwithstanding the foregoing, however, the Procurement Officer, and/or any other person designated by the Board to act as the “budget officer” and/or the “financial officer” of the District under the provisions of Utah Code Ann. §§ 17B-1-601 *et. seq.*, may issue payroll checks that are prepared in accordance with a schedule approved by the Board and pay routine expenditures such as utility bills, withholding deposits for federal, state and FICA, the District’s share of FICA, withholdings for health and life insurance, postage and bond payments when due, and make transfers from one fund to another as part of routine bookkeeping procedures. Notwithstanding anything contained in this Policy to the contrary, however, the Board will review all District expenditures on a quarterly or more frequent basis.
- C. **Availability of Funds**: No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance are available and the purchase is approved by the appropriate District officials as herein provided.
- D. **Delivery of Goods**: No officer or employee of the District shall request any merchant, dealer or other vendor to deliver goods to the District other than in compliance with the requirements of this Policy and pursuant to any required approval from the Board or the Procurement Officer, except in the case of an emergency purchase as provided in

Subsection X.A.5 of this Policy.

E. Cooperative Purchasing and Purchasing Preferences:

1. **Cooperative Purchasing:** Nothing contained in this Part III. shall be construed to limit the ability of the District to purchase a procurement item from another procurement unit or join with other units of government in centralized or cooperative purchasing plans or systems, with proper authorization, including participating in state or federal public cooperative procurement contracts, as provided in Part 21 of the Procurement Code, entitled “Interaction Between Procurement Units”.
 - a. Cooperative purchasing will be conducted in accordance with the requirements set forth in Section 63G-6a-2105 of the Act.
 - b. In accordance with Section 63G-6a-2105, the District may obtain procurement items from state cooperative contracts.
 - i. The District may request additional volume discount pricing for large volume orders, provided the state cooperative contractor is willing to offer additional discounts for large volume orders, by issuing a “Request for Price Quotations” to a vendor on a state cooperative contract for the procurement item being purchased. The District may not, however, coerce, intimidate or in any way compel a vendor on a state cooperative contract to offer additional discount pricing
 - ii. The Request for Price Quotations shall include:
 - (1) A detailed description of the procurement item;
 - (2) The estimated number or volume of procurement items that will be purchased;
 - (3) The period of time that price quotations will be accepted, including the date and time the price quotations will be opened;
 - (4) The manner in which price quotations will be accepted;
 - (5) The place where price quotations shall be submitted; and
 - (6) The period of time the price quotation must be guaranteed.
 - iii. Price quotations shall be kept confidential until the date and time of the opening and may not be disclosed to other

- vendors on state cooperative contracts until after the date and time of the opening. Email quotations are acceptable.
- iv. Price quotations will be opened in the presence of a minimum of two witnesses.
 - v. Price quotations will become public at the time of the opening.
- c. A state cooperative contract may not be used for:
- i. An anti-competitive practice such as:
 - (1) Bid rigging;
 - (2) Steering a contract to a preferred state cooperative contractor;
 - (3) Utilizing auction techniques where price quotations are improperly disclosed and contractors bid against each other's price;
 - (4) Disclosing pricing or other confidential information prior to the date and time of the opening; or
 - (5) Any other practice prohibited by the Procurement Code.
 - d. All sales to the District resulting from quotations received under the process conducted in accordance with Subsection E.1.b. will be recorded as usage under the existing state cooperative contract, are subject to the administrative fee associated with the state cooperative contract, and will be reported to the Division of Purchasing and General Services.

2. **Preference for State Products and Resident Contractors:** Section 63G-6a-1002 of the Procurement Code provides for a reciprocal preference for the providers of procurement items produced, manufactured, mined, grown, or performed in Utah and Section 63G-6a-1003 provides a reciprocal preference for resident Utah contractors. In the event more than one equally low preferred bidder or contractor qualifies for the reciprocal preference, the Procurement Officer shall consider the preferred bidders or contractors to be tied and will follow the process specified in Section 63G-6a-608 of the Procurement Code and Subsection VIII.C.14 of this Policy.

F. Purchase Records:

1. **Invoices and Receipts:** Invoices prepared by the vendor, cash register receipts and/or other written documentation to substantiate District expenditures will be maintained as part of the District's financial records in

accordance with customary procedures for public entities such as the District. Whenever possible, original invoices will be used as supporting documentation for District purchases.

2. **Penalty for Double Payment:** An intentional effort on the part of a supplier to obtain a double payment may serve as the basis for a “debarment” under which that supplier will be precluded from providing materials, goods and/or services to the District for a prescribed time. Similarly, any intentional effort on the part of a District employee to receive a double reimbursement may result in sanctions, including termination.
3. **Use of Forms:** All departments are required to file with the Procurement Officer detailed requisitions for their requirements of supplies, contractual services, materials and equipment.

G. Surplus Property and Salvage:

1. **Disposal of Surplus Property:** Surplus property having a value of **\$2,000.00** or less may be disposed of in a commercially reasonable manner as the Procurement Officer sees fit, with all proceeds of the disposal to be the property of the District. Surplus property with a value in excess of **\$2,000.00** may not be disposed of until the Board has declared the property to be surplus, after which it may be disposed of for the benefit of the District in a commercially reasonable manner as directed by the Board. This requirement shall not apply when the surplus property, such as a vehicle or equipment, is being “traded in” on the purchase of substitute property, provided that the acquisition of the substitute property is in conformance with the requirements of this Policy.
2. **Salvage:** Metal and other items of some residual value may be salvaged by employees of the District while working on District facilities and improvements. Such salvaged items continue to be the property of the District and are to be disposed of accordingly. As a consequence, all receipts from salvaging such items shall be the property of the District and shall be safeguarded and accounted for as such.
3. **Donation, Disposal, or Destruction of Surplus Property:** The Procurement Officer may donate to a charitable organization, destroy, or dispose of as waste any surplus property that is worth less than **\$30.00** without involvement of the Board if:
 - a. The surplus property fails to sell at auction;

- b. The cost of selling the surplus property is greater or equal to the value of the surplus property;
 - c. The surplus property is no longer usable;
 - d. The surplus property is damaged and either cannot be repaired or the cost of repair is greater than or equal to the value of the surplus property in a repaired state; or
 - e. The surplus property can be replaced for less than the cost of repairing the surplus property.
- H. **Inspection:** The Procurement Officer shall cause to be inspected, or supervise the inspection of, all deliveries of supplies, materials and equipment to determine their conformance with the specifications set forth in any applicable contract. The Procurement Officer is to be notified by the responsible department head forthwith of any item not received within 30 days after a reasonable delivery time has elapsed.
- I. **Technology Modification:** Any contract may be subject to a modification for technological upgrades if a provision to that effect was included in the solicitation or the contract. Any modification to a contract for upgraded technology should be substantially within the scope of the original procurement or contract. Then, if both parties agree to the modification, the contract may be modified for a technological upgrade without going through a new procurement process. A technological upgrade or modification may extend the contract term beyond the original term of the contract only as provided in the Procurement Code and this Policy.

IV. CONTRACTUAL TERMS

- A. **Multi-Year Contracts:** The District may enter into multi-year contracts in accordance with Section 63G-6a-1204 of the Act. In particular, a contract for supplies or services may be entered into for any period of time, up to five years, deemed to be in the best interest of the District; provided that the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Prior to the utilization of a multi-year contract, it should be determined in writing that estimated requirements cover the period of the contract and are reasonably firm and continuing and that a multi-year contract will serve the best interest of the District by encouraging effective competition or otherwise promoting economies in District procurement.
 - 1. **In Excess of Five Years:** Notwithstanding the foregoing, or anything to the contrary in this Policy, a contract may be entered into for a period in excess of five years, or for an indeterminate period that is terminable at-will

by the District, with or without cause, based upon a written determination by the Procurement Officer, as provided in Section 63G-6a-1204, that:

- a. A longer period is necessary in order to obtain the procurement unit,
- b. A longer period is customary for industry standards, or
- c. A longer period is in the best interest of the District.

The Procurement Officer's written determination shall be included in the file for the subject procurement.

2. **Availability of Funds:** As allowed by law or the underlying contract, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, a multi-year contract may be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriation available for that purpose.
3. **Indefinite Term:** Based upon a written determination by the Procurement Officer as provided in paragraph 1 above, with the concurrence of the contracting parties, a contract may be entered into as, or may be modified to become, an indefinite term contract terminable at will by the District.

B. Type of Contract:

1. **Generally:** Subject to the limitations of this Section B., any type of contract which will promote the best interest of the District may be used; provided that, if a contract other than a firm fixed price contract will be used, the Procurement Officer must make a written determination as required by Section 63G-6a-1205(3) of the Act that the proposed contractor's accounting system will permit the timely development of all necessary cost data in the form required by the specific contemplated contract type; the proposed contractor's accounting system is adequate to allocate costs in accordance with generally accepted accounting principles; and the use of a specified type of contract, other than a firm fixed price contract, is in the best interest of the District taking into consideration the criteria specified in Section 63G-6a-1205(3)(c). The various contract types that may be used are identified in Section 63G-6a-1205(4).
2. **Cost-Plus-a-Percentage-of-Cost:** As provided in Section 63G-6a-1205(5) of the Act, the District may not enter into a cost-plus-a-percentage-of-cost contract unless the contract form is approved by the Procurement

Officer; it is standard practice in the industry to obtain the subject procurement item through a cost plus contract; and any percentage and the method of calculating costs stated in the contract are in accordance with industry standards.

3. **Cost Reimbursement:** A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the District than any other contract type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract, and the proposed contractor has an adequate accounting system to timely develop cost data and to allocate costs in accordance with generally accepted accounting principles.

- C. **Installment Payments:** The District may make installment payments in accordance with Section 63G-6a-1208 of the Act.

V.SMALL PURCHASES

- A. **General:** Small purchases shall be conducted in accordance with the requirements set forth in Section 63G-6a-408 of the Act. This Part V provides additional requirements and procedures and is to be used in conjunction with the Procurement Code.

1. **Definition:** A "Small Purchase" is a procurement conducted by the District without using a standard procurement process.

2. **Thresholds:** Small Purchase thresholds are as follows:

- a. The "Individual Procurement Threshold" is a maximum amount of **\$2,000** for a procurement item;

- i. For individual procurement item(s) costing up to **\$2,000**, the District may select the best source by direct award and without seeking competitive bids or quotes.

- b. The "Single Procurement Aggregate Threshold" is a maximum amount of **\$5,000** for multiple procurement item(s) purchased from one source at one time; and

- c. The annual cumulative threshold from the same source is a maximum amount of **\$50,000**.

3. **Vendor Prequalification:** Should the District elect to pre-qualify vendors for a small purchase, the District will follow the process described in Section 63G-6a-403 of the Act to prequalify potential vendors and Section

63G-6a-404 to develop an approved vendor list, or Part 15 of the Procurement Code for the selection of architectural and engineering services.

4. **Rotation System:** Whenever practicable, the District will use a rotation system or other system designed to allow for competition when using the small purchases process.

B. Small Purchases Threshold for Architectural and Engineering Services:

1. **Threshold:** The small purchase threshold for architectural or engineering services is a maximum amount of **\$100,000** per budget year.
2. **Procedure:** Architectural or engineering services may be procured, up to a maximum of **\$100,000**, by direct negotiation after reviewing the qualifications of a minimum of three architectural or engineering firms.
3. **Specifications:** The District will include minimum specifications when using the small purchase threshold for architectural and engineering services.

C. Small Purchases Threshold for Construction Projects:

1. **Threshold:** The small construction project threshold is a maximum of **\$2,500,000** for direct construction costs, including design and allowable furniture or equipment costs;
2. **Procedure:** The District will follow the process described in Section 63G-6a-403 of the Act to prequalify potential vendors and in Section 63G-6a-404 to develop an Approved Vendor List, or other applicable selection methods described in the Procurement Code for construction services.
3. **Specifications:** Minimum specifications will apply when using the small purchases threshold for construction projects.
4. **Up to \$25,000:** The District may procure small construction projects up to a maximum of **\$25,000** by direct award without seeking competitive bids or quotes after documenting that all building code approvals, licensing requirements, permitting and other construction related requirements will be met. The awarded contractor must certify that the contractor is capable of meeting the minimum specifications of the project.
5. **From \$25,000 to \$100,000:** The District may procure small construction projects costing more than **\$25,000** up to a maximum of **\$100,000** by

obtaining a minimum of two competitive quotes that include minimum specifications, and will award the work to the contractor with the lowest quote that meets the specifications after documenting that all applicable building code approvals, licensing requirements, permitting and other construction related requirements will be met.

6. **Over \$100,000:** Between \$100,000 and \$2,500,000, the District may invite at least three contractors from the approved vendor list to submit quotes or bids that include minimum specifications, and may award the work to the contractor with lowest quote or bid that meets the specifications after documenting that all applicable building code approvals, licensing requirements, permitting and other construction related requirements will be met. If an approved vendor list is not established under Sections 63G-6a-403 and -404 of the Act, the District will procure construction projects costing more than **\$100,000** using an invitation to bid or other approved source selection method outlined in the Procurement Code any may do the same for construction projects that cost less than **\$100,000**, in the District's discretion.

D. Quotes for Small Purchases between \$2,001 and \$50,000:

1. **From \$1,000 to \$5,000:** For procurement item(s) other than architectural and engineering services, other professional or consulting services, or construction, where the cost is greater than **\$2,000** up to a maximum of **\$5,000**, the District will obtain at least two price quotations based on minimum specifications and may purchase the procurement item from the responsible vendor offering the lowest quote or best value that meets the specifications.
2. **Above \$5,000 to \$50,000:** For such procurement item(s) costing more than **\$5,000**, up to a maximum of **\$50,000**, the District will obtain at least two competitive quotes that include minimum specifications and may purchase the procurement item from the responsible vendor offering the lowest quote that meets the specifications.
3. **Above \$50,000:** For procurement item(s) costing more than **\$50,000**, the District will conduct an invitation for bids or other procurement process outlined in the Procurement Code.
4. **Public Record:** The names of the vendors offering quotations or bids and the date and amount of each quotation or bid will be recorded and maintained as a governmental record.

E. Small Purchases of Services of Professionals, Providers, and Consultants:

1. **Up to \$100,000:** The small purchase threshold for professional service providers and consultants is a maximum amount of **\$100,000** per budget year.
 2. **Procedure:** After reviewing the qualifications of a minimum of two professional service providers or consultants, the District may obtain professional services or consulting services:
 - a. Up to a maximum cost of **\$50,000** by direct negotiation; or
 - b. Over **\$50,000** up to a maximum of **\$100,000** by obtaining a minimum of two quotes.
 3. **Cost Not Primary:** The District need not select the professional service provider presenting the lowest cost quotation, but may instead base the selection on other documented factors such as experience, knowledge and reputation.
- F. **Optional Competitive Bidding:** Notwithstanding the foregoing, the District may require any acquisition of supplies, materials or equipment to be competitively bid if, in the determination of the Board or the Procurement Officer, such action would be in the best interest of the District.
- G. **Petty Cash:** A limited amount of “petty cash” may be maintained at the District office to be used for small purchases that are needed before regular purchasing procedures can be implemented. All petty cash slips or other proof of the amount of the petty cash expenditure must be signed by the employee responsible for the purchase and approved by either the Procurement Officer or the person responsible for accounts payable of the District. Whenever feasible, the items purchased are to be listed on the petty cash reimbursement check.
- H. **Open Charge Accounts:** The District, for convenience, may maintain one or more open charge accounts with vendors who regularly provide supplies and materials. Purchases on the account must be approved by the Procurement Officer or an authorized designee prior to the purchase. Receipts are to be maintained for all credit card purchases and vendor statements are to be reconciled against those receipts prior to making credit card payments. Unless there is a dispute arising from the reconciliation or otherwise, or sufficient funds are not immediately available, all credit card charges are to be timely paid so as to avoid finance charges. No open charge account is to be utilized to circumvent the competitive requirements of this Policy.

VI.VENDOR PREQUALIFICATION

A. Prequalification of Potential Vendors. General procurement provisions, including prequalification of potential vendors, approved vendor lists, and small purchases, will be conducted in accordance with the requirements set forth in Sections 63G-6a-402 through -408 of the Act. This Part VI provides additional procedures and is to be used in conjunction with the Procurement Code.

B. Approved Vendor Lists.

- 1. Thresholds:** The District may establish approved vendor lists in accordance with the requirements of Sections 63G-6a-403 and -404 of the Act.
 - a.** Contracts or purchases from an approved vendor list may not exceed the following thresholds:
 - i.** Construction Projects: **\$2,500,000** per contract, for direct construction costs, including design and allowable furniture or equipment costs, awarded using an invitation for bids or a request for proposals;
 - ii.** Professional and General Services, including architectural and engineering services: **\$100,000**; and
 - iii.** Information Technology: **\$500,000**.
 - b.** Thresholds for other approved vendor lists may be established by the Procurement Officer.

VII.SPECIFICATIONS

A. Content: The District will include in solicitation documents specifications for the procurement item(s) being sought.

- 1. Economy and Competition:** Specifications will be drafted with the objective of clearly describing the District's requirements and encouraging competition.
 - a.** Specifications will emphasize the functional or performance criteria necessary to meet the needs of the District.
 - b.** All specifications prepared for the solicitation of bids or proposals will seek to promote over-all economy and best uses for the purposes intended and encourage competition in satisfying the District's needs, and not be unduly restrictive.

- c. The requirements of this Section A regarding the purposes and non-restrictiveness of specifications shall apply to all specifications including, but not limited to, those prepared for the District by architects, engineers, designers, and draftsmen.

2. **Conflicts Generally Prohibited:** Except as specifically provided in this Subsection 2, persons with a conflict of interest, or who anticipate responding to the proposal for which the specifications are written, may not participate in writing specifications. A person may be retained to assist in writing specifications, scopes of work, requirements, qualifications, or other components of a solicitation. A person assisting in writing specifications shall not, at any time during the procurement process, be employed in any capacity by, nor have an ownership interest in, an individual, public or private corporation, governmental entity, partnership, or unincorporated association bidding on or submitting a proposal in response to the solicitation provided, however, that this restriction shall not apply to a design build construction project or other procurements as determined in writing by the Procurement Officer.

- a. A non-employee of the District (such as a consulting engineer) who has prepared specifications for use by the District may participate in a District procurement using those specifications only if the person declares, in a writing delivered to the Manager, an intent to do so and the Manager makes a written determination, which is placed in the bid or contract file, indicating that it is in the best interest of the District to allow the identified non-employee to participate in the procurement, including an identification of specific benefits that are expected to be received by the District and a determination that participation by the non-employee will not be prejudicial to the fair and equal conduct of the procurement process.

b. Violations may result in:

- i. The bidder or offeror being declared ineligible to be awarded the contract;
- ii. The solicitation being canceled;
- iii. Termination of an awarded contract; or
- iv. Any other action determined to be appropriate by the Board.

3. **Brand Name or Equal Specifications:**

- a. Brand name or equal specifications may be used when:

1. **Use:** A request for information may not be used to make a purchase or enter into a contract, but may be used to seek a wide range of information including:
 - a. The availability of a procurement item;
 - b. Delivery schedule;
 - c. Industry standards and practices;
 - d. Product specification;
 - e. Training;
 - f. New Technology;
 - g. Capabilities of potential providers of a procurement item; and
 - h. Alternate solutions.
2. **Confidentiality:** A request for information should indicate the procedure for business confidentiality claims and other protection provided by the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code.

B. Competitive Bids and Proposals - Over \$25,000.00**Error! Bookmark not defined.:** Except as otherwise allowed by law and this Policy, contracts for services, supplies, materials, or equipment where the amount to be paid annually by the District is more than **\$25,000.00** shall be awarded only after competitive sealed bids or proposals have been requested and received. Sealed written bids or proposals are to be obtained for all such purchases in excess of **\$25,000.00** from at least three suppliers (provided that there are at least three available suppliers willing to submit a bid or proposal). Documentation regarding the sealed written bids or proposals is to be maintained by the District and the purchase is to be documented as required by the District's applicable rules and regulations.

C. Bidding Procedure: Competitive Sealed Bidding shall be conducted in accordance with the requirements set forth in Sections 63G-6a-601 through 63G-6a-612 of the Act and as provided in this Policy.

1. **Invitation for Bids:** Except as otherwise provided in this Policy, contracts will generally be awarded by competitive sealed bidding. When a contract is to be awarded by competitive sealed bidding, an invitation for bids will be issued.

- a.** The invitation for bids shall include the information required by Section 63G-6a-603 of the Act and may include a "Bid Form" or forms which provide lines for bidder information such as the following:
 - i.** The bidder's bid price;
 - ii.** The bidder's acknowledged receipt of addenda issued by the District;
 - iii.** Identification by the bidder of other applicable submissions; and
 - iv.** The bidder's signature

- b.** Bidders may be required to submit descriptive literature and/or product samples to assist in the evaluation of whether a procurement item meets the specifications and other requirements set forth in the invitation for bids.
 - i.** Product samples must be furnished free of charge unless otherwise stated in the invitation for bids and, if not destroyed by testing, will upon written request within any deadline stated in the invitation for bids be returned at the bidder's expense. Samples must be labeled or otherwise identified as specified in the invitation for bids.

- c.** Bid, payment and performance bonds or other security may be required for procurement items as set forth in the invitation for bids. Bid, payment and performance bond amounts shall be as prescribed by applicable law or be based upon the estimated level of risk associated with the procurement item and may not be increased above the estimated level of risk with the intent to reduce the number of qualified bidders.

- d.** Bids must be based upon a definite calculated price
 - i.** "Indefinite quantity contract" means a fixed price contract for an indefinite amount of procurement items to be supplied as ordered by the District and does not require a minimum purchase amount, or provide a maximum purchase limit;
 - ii.** "Definite quantity contract" means a fixed price contract that provides for the supply of a specified amount of goods over a specified period, with deliveries scheduled according to a specified schedule; and
 - iii.** Bids may not be based on using or referencing another bidder's price, including a percentage discount, a formula,

any other amount related to another bidder's price, or conditions related to another bid.

2. **Addenda to Invitation for Bids:** Prior to the submission of bids, The District may issue addenda which may modify any aspect of the invitation for bids.

- a. Addenda will be distributed within a reasonable time to allow prospective bidders to consider the addenda in preparing bids.
- b. After the due date and time for submitting bids, at the discretion of the Procurement Officer, addenda to the invitation for bids may be limited to bidders that have submitted bids, provided the addenda do not make a substantial change to the invitation for bids that, in the opinion of the Procurement Officer, likely would have impacted the number of bidders responding to the invitation for bids.

3. **Pre-Bid Conferences/Site Visits:**

- a. Pre-bid conferences and/or site visits may be conducted to explain the procurement requirements. If there is to be a pre-bid conference or a site visit, the time and place of the pre-bid conference/site visit should be stated in the invitation for bids.
- b. A pre-bid conference or a site visit may be mandatory, but only if the invitation for bids states that the conference/site visit is mandatory and provides the location, date and time of the conference/site visit and also states that failure to attend a mandatory conference/site visit shall result in the disqualification of any bidder that does not attend.
- c. Attendance at a pre-bid conference may be conducted via any of the following as determined by the Procurement Officer:
 - i. Attendance in person;
 - ii. Teleconference participation;
 - iii. Webinar participation; or
 - iv. Other approved electronic media.
- d. A site visit may generally only be attended in person provided, however, at the discretion of the Procurement Officer, an audio or video recording of a site visit may be used.

- e. Attendance and participation at all pre-bid conferences and site visits must be by an authorized representative of the vendor submitting a bid and as may be further specified in the invitation for bids.
- f. The District will maintain an attendance log including the name of each attendee, the firm the attendee is representing, the attendee's contact information, and any documents distributed to the attendees; and the District may maintain minutes of the pre-bid conference/site visit.
- g. The District may, as appropriate, publish as an addendum to the solicitation:
 - i. The attendance log;
 - ii. Minutes of the pre-bid conference and any documents distributed to the attendees at the pre-bid conference or site visit; or
 - iii. Any oral modification made to any of the solicitation documents, which shall be reduced to writing.

4. **Public Notice:** Public notice of the invitation for bids is to be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with this Section C. The notice may include publication in a newspaper of general circulation a reasonable time prior to the bid opening.

5. **Bids and Modifications to a Bid Received After the Due Date and Time:**

- a. Bids and modifications to a bid submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason, except as determined under d. below.
- b. When submitting a bid or modification electronically, bidders must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system, if applicable. If a bidder is in the process of uploading a bid when the closing time arrives, the bid or modification of the bid will not be accepted.
- c. When submitting a bid or modification to a bid by physical delivery (U.S. mail, courier service, hand-delivery, or other physical means) bidders are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be

(6) Other errors deemed by the Procurement Officer to be immaterial or inconsequential in nature.

- c. The Procurement Officer shall approve or deny, in writing, a bidder's request to correct or withdraw a bid.
- d. Corrections or withdrawal of bids shall be conducted in accordance with Section 63G-6a-605 of the Act.

8. Errors Discovered After the Award of Contract:

- a. Errors discovered after the award of a contract may only be corrected if, after consultation with the Procurement Officer and the District's legal counsel, it is determined that the correction of the mistake does not violate the requirements of the Procurement Code or this Policy.
- b. Any such correction must be supported by a written determination signed by the Procurement Officer.

9. Re-solicitation of a Bid:

- a. Re-solicitation of a bid may occur if the Procurement Officer determines that:
 - i. A material change in the scope of work or specifications has occurred;
 - ii. Procedures outlined in the Procurement Code were not followed;
 - iii. Additional public notice is desired;
 - iv. There was a lack of adequate competition; or
 - v. Any other reason exists that causes re-solicitation to be in the best interest of the District.
- b. Re-solicitation may not be used to avoid awarding a contract to a qualified vendor in an attempt to steer the award of a contract to a favored vendor.

10. Bid Award: Unless the District elects to cancel the procurement or re-solicit bids, contracts are to be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and objective criteria described in the invitation for bids.

- a. Bids shall be based on the lowest bid for the entire term of the contract, excluding renewal periods and, unless an exception is authorized in writing by the Procurement Officer, cost may not be divided or evaluated on any other basis than the entire term of the contract, excluding renewal periods.
- b. In the event all bids for a construction project exceed available funds as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such funds by more than 5%, the Procurement Officer or Board is authorized, in situations where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the scope or bid price, including changes in the bid requirements, with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.

11. Only One Bid Received:

- a. If only one responsive and responsible bid is received in response to an invitation for bids, including multiple stage bidding, an award may be made to the single bidder if the Procurement Officer determines that the price submitted is fair and reasonable and other prospective bidders had a reasonable opportunity to respond, or there is not adequate time for re-solicitation. Otherwise, the bid may be rejected and:
 - i. A new invitation for bids solicited;
 - ii. The procurement canceled; or
 - iii. The procurement may be conducted as a sole source under Section 63G-6a-802 of the Act.

12. Multiple or Alternate Bids:

- a. Multiple or alternate bids will not be accepted, unless otherwise specifically required or allowed in the invitation for bids.
- b. If a bidder submits multiple or alternate bids that are not requested in the invitation for bids, the Procurement Officer will only accept the bidder's primary bid and will not accept any other bids constituting multiple or alternate bids.

13. Methods to Resolve Tie Bids:

- a. In accordance with Section 63G-6a-608 of the Act, in the event of tie bids, the contract shall be awarded to the bidder that qualifies as a Utah resident bidder, provided the bidder indicated on the invitation to bid form that it is a Utah resident bidder.
- b. If a Utah resident bidder is not identified, the preferred method for resolving tie bids is for the Procurement Officer to toss a coin in the presence of a minimum of three witnesses, with the firm first in alphabetical order being heads.
- c. Other methods to resolve a tie bid described in Section 63G-6a-608 of the Act may be used as deemed appropriate by the Procurement Officer.

14. Notice of Award:

- a. The District shall, on the day on which the award of a contract is announced, make available to each bidder and to the public a notice that includes:
 - i. The name of the bidder to which the contract is awarded and the price(s) of the procurement item(s); and
 - ii. The names and the prices of each bidder to which the contract is not awarded.

15. Multiple Stage Bidding Process: Multiple stage bidding shall be conducted in accordance with the requirements set forth in Section 63G-6a-609 of the Procurement Code.

- a. The Procurement Officer may hold a pre-bid conference as described in Subsection C.3 above to discuss the multiple stage bidding process or for any other permissible purpose.

D. Unpriced Offers: When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued under Section C above requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

E. Competitive Sealed Proposals: Whenever the Procurement Officer or other designated employee of the District determines that the use of competitive sealed bidding is either not practicable or not advantageous to the District, a contract may be entered into using competitive sealed proposals. A request for proposals (“RFP”) shall be conducted in

accordance with the requirements set forth in Sections 63G-6a-701 through 63G-6a-711 of the Procurement Code and as provided below.

1. Content of the Request for Proposals:

- a.** In addition to the requirements set forth under Section 63G-6a-703 of the Act, the request for proposals solicitation shall include:
 - i.** A description of the format that offerors are to use when submitting a proposal, including any required forms; and
 - ii.** Instructions for submitting price.
- b.** The District is responsible for all content contained in the request for proposals solicitation documents, including:
 - i.** Reviewing all schedules, dates, and timeframes;
 - ii.** Approving content of attachments;
 - iii.** Assuring that information contained in the solicitation documents is public information; and
 - iv.** Understanding the scope of work and all evaluation criteria, requirements, factors, and formulas to be used in determining the scoring of proposals.

2. Multiple Stage RFP Process:

- a.** In addition to the requirements set forth under Section 63G-6a-710 of the Act, a multiple stage request for proposals solicitation shall include:
 - i.** A description of the stages and the criteria and scoring that will be used to evaluate proposals at each stage; and
 - ii.** The methodology used to determine which proposals shall be disqualified from additional stages.

3. Exceptions to Terms and Conditions Published in the RFP:

- a.** Offerors requesting exceptions and/or additions to the standard terms and conditions published in the RFP must include the exceptions and/or additions with the proposal response.
- b.** Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered unless there is only one offeror that responds to the RFP, the exceptions and/or additions

have been approved by the District's legal counsel, and it is determined by the Procurement Officer that it is not beneficial to the District to republish the solicitation.

- c. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL.
- d. The District may refuse to negotiate exceptions and/or additions:
 - i. That are determined to be excessive;
 - ii. That are inconsistent with similar contracts of the District;
 - iii. To warranties, insurance or indemnification provisions that are deemed, after consultation with the District's attorney, to be necessary to protect the District;
 - iv. Where the solicitation specifically prohibits exceptions and/or additions; or
 - v. That are not in the best interest of the District.
- e. If negotiations are permitted, the District may negotiate exceptions and/or additions with offerors, beginning in order with the offeror submitting the fewest exceptions and/or additions to the offeror submitting the greatest number of exceptions and/or additions. Contracts may become effective as negotiations are completed.
- f. If, in the negotiation of exceptions and/or additions with a particular offeror, an agreement is not reached, after a reasonable amount of time, as determined by the Procurement Officer, the negotiations may be terminated, a contract will not be awarded to that offeror, and the District may move to the next eligible offeror.

4. Protected Records:

- a. The following are protected records, and may be redacted by the vendor subject to the procedures described below in accordance with the Governmental Records Access and Management Act (GRAMA) Title 63G, Chapter 2 of the Utah Code.
 - i. Trade Secrets, as defined in Section 13-24-2 of the Utah Code.
 - ii. Commercial information or non-individual financial information subject to the provisions of Section 63G-2-305(2) of the Act.
 - iii. Other Protected Records under GRAMA.

- b. Any person requesting that a record be protected shall include with the proposal or submitted document:
 - i. A written indication of which provisions of the proposal or submitted document are claimed to be considered for business confidentiality or to be protected (including trade secrets or other reasons for non-disclosure under GRAMA); and
 - ii. A concise statement of the reasons supporting each claimed provision of business confidentiality or other basis for protection.

5. Notification:

- a. A person who complies with Subsection 4 immediately above will be notified by the District prior to the public release of any information for which a claim of confidentiality has been asserted.
- b. Except as provided by court order, the District may not be compelled to disclose a record claimed to be protected under Subsection 4 immediately above but which the District or State Records Committee determines should be disclosed until the period in which to bring an appeal expires or the end of the appeal process, including judicial appeal, is reached. This Subsection 5 does not apply where the claimant, after notice, has waived the claim by not appealing or intervening before the State Records Committee. To the extent allowed by law, the parties to a dispute regarding the release of a record may agree in writing to an alternative dispute resolution process.
- c. Any allowed disclosure of public records submitted in the request for proposals process will be made only after the selection of the successful offeror(s) has been made public in compliance with Section 63G-6a-709.5 of the Act.

6. Process for Submitting Proposals with Protected Business Confidential Information:

- a. If an offeror submits a proposal that contains information claimed to be business confidential or protected information, the offeror must submit two separate proposals:

- i.** One redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and
 - ii.** One non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential".
- b.** Pricing may not be classified as business confidential and will be considered to be public information.
- c.** An entire proposal may not be designated as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY" and shall be considered to be non-responsive unless the offeror removes the designation.

7. Pre-proposal Conferences/Site Visits:

- a.** Pre-proposal conferences/site visits may be conducted to explain the procurement requirements. If there is to be a pre-proposal conference or site visit, the time and place of the pre-proposal conference/site visit shall be stated in the RFP.
- b.** Pre-proposal conference/site visits may be mandatory, but only if the RFP states that the pre-proposal conference/site visit is mandatory and provides the location, date and time of the site visit and also states that failure to attend a mandatory pre-proposal conference/site visit shall result in the disqualification of any offeror that does not attend.
- c.** Attendance at a pre-proposal conference may be conducted via any of the following as determined by the Procurement Officer:
 - i.** Attendance in person;
 - ii.** Teleconference participation;
 - iii.** Webinar participation; or
 - iv.** Other approved electronic media
- d.** A site visit may generally only be attended in person provided, however, at the discretion of the Procurement Officer, an audio or video recording of a site visit may be used.
- e.** Attendance and participation at all pre-proposal conferences and site visits must be by an authorized representative of the vendor submitting a proposal and as may be further specified in the RFP.

- f. The District will maintain an attendance log including the name of each attendee, the firm the attendee is representing, the attendee's contact information, and any documents distributed to the attendees; and the District may maintain minutes of the pre-proposal conference/site visit.
- g. The District may, as appropriate, publish as an addendum to the solicitation:
 - i. The attendance log;
 - ii. Minutes of the pre-proposal conference and any documents distributed to the attendees at the pre-proposal conference or site visit; or
 - iii. Any oral modification made to any of the solicitation documents, which shall be reduced to writing.

8. Addenda to Request for Proposals:

- a. Addenda to a Request for Proposals may be made for the purpose of making changes to:
 - i. The scope of work;
 - ii. The schedule;
 - iii. The qualification requirements;
 - iv. The criteria;
 - v. The weighting; or
 - vi. Other requirements of the RFP.
- b. Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may justify a shorter period of time.
- c. After the due date and time for submitting a response to a request for proposals, at the discretion of the Procurement Officer, addenda to the request for proposals may be limited to offerors that have submitted proposals, provided the addenda does not make a substantial change to the RFP that, in the opinion of the Procurement Officer, likely would have impacted the number of offerors responding to the original publication of the RFP.

9. **Modification or Withdrawal of Proposal Prior to Deadline:** A proposal may be modified or withdrawn prior to the established due date and time for responding.
10. **Proposals and Modifications, Delivery and Time Requirements:** To the extent that an error on the part of the District or an employee of the District results in a proposal or modification to a proposal not being received by the established due date and time, the proposal or modification to a proposal shall be accepted as being on time. Otherwise, the following shall apply:
- a. Proposals and modifications to a proposal submitted electronically or by physical delivery, after the established due date and time, will not be accepted for any reason, except as determined under d. below.
 - b. When submitting a proposal or modification to a proposal electronically, offerors must allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time posted in the electronic system. If an offeror is in the process of uploading a proposal when the closing time arrives, the proposal or modification to a proposal will not be accepted.
 - c. When submitting a proposal or modification to a proposal by physical delivery (U.S. mail, courier service, hand-delivery, or other physical means) offerors are solely responsible for meeting the deadline. Delays caused by a delivery service or other physical means will not be considered as an acceptable reason for a proposal or modification to a proposal being late.
 - i. All proposals or modifications to proposals received by physical delivery will be date and time stamped by the District.
 - d. To the extent that an error on the part of the District or an employee of the District results in a proposal or modification to a proposal not being received by the established due date and time, the proposal or modification to a proposal will be accepted as being on time.
11. **Errors in Proposals:** The following shall apply to the correction or withdrawal of an unintentionally erroneous proposal, or the cancellation of an award or contract that is based on an unintentionally erroneous proposal. A decision to permit the correction or withdrawal of a proposal or the cancellation of an award or a contract shall be supported in a written document, signed by the Procurement Officer.

- a. Mistakes attributed to an offeror's error in judgment may not be corrected.
- b. Unintentional errors not attributed to an offeror's error in judgment may be corrected if it is in the best interest of the District and correcting the error maintains the fair treatment of other offerors.
 - i. Examples include:
 - (1) Missing signatures,
 - (2) Missing acknowledgement of an addendum;
 - (3) Missing copies of professional licenses, bonds and insurance certificates, provided that copies are submitted by the deadline to correct the mistake established by the Procurement Officer;
 - (4) Typographical errors;
 - (5) Mathematical errors not affecting the total proposed price; or
 - (6) Other errors deemed by the Procurement Officer to be immaterial or inconsequential in nature.
- c. Unintentional errors discovered after the award of a contract may only be corrected if, after consultation with the Procurement Officer and the District's legal counsel, it is determined that the correction of the error does not violate the requirements of the Procurement Code or this Policy.

12. Evaluation of Proposals:

- a. The evaluation of proposals shall be conducted in accordance with Part 7 of the Procurement Code.
- b. An evaluation committee may ask questions of offerors to clarify proposals, provided that the questions are submitted and answered in writing. The record of questions and answers shall be maintained in the file.
- c. The evaluation of cost in an RFP shall be based on the entire term of the contract, excluding renewal periods.
 - i. Unless an exception is authorized in writing by the Procurement Officer, cost should not be artificially divided or evaluated on any other basis than the entire term of the contract, excluding renewal periods.

- ii. Whenever practicable, the evaluation of cost should include maintenance and service agreements, system upgrades, apparatuses, and other components associated with the procurement item.

13. Correction or Withdrawal of Proposal:

- a. In the event an offeror submits a proposal that on its face appears to be impractical, unrealistic or otherwise in error, the Procurement Officer may contact the offeror to either confirm the proposal, permit a correction of the proposal, or permit the withdrawal of the proposal, in accordance with Section 63G-6a-706 of the Act.
- b. Offerors may not correct errors, deficiencies, or incomplete responses in a proposal that has been determined to be not responsible or not responsive, or that does not meet the mandatory minimum requirements stated in the request for proposals in accordance with Section 63G-6a-704 of the Act.

14. Interviews and Presentations:

- a. Interviews and presentations may be held as outlined in the RFP.
- b. Offerors invited to interviews or presentations shall be limited to those offerors meeting minimum requirements specified in the RFP.
- c. Representations made by the offeror during interviews or presentations shall become an addendum to the offeror's proposal and shall be documented. Representations must be consistent with the offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the offeror's proposal.
- d. The Procurement Officer shall establish a date and time for the interviews or presentations and shall notify eligible offerors of the procedures. Interviews and presentations will be at the offeror's expense.

15. Best and Final Offers: Best and final offers (BAFO) shall be requested in accordance with Section 63G-6a-707.5 of the Act and this Policy.

- a.** The BAFO process is an optional step in the evaluation phase of the request for proposals process in which offerors are requested or given an opportunity to modify their proposals. An evaluation committee may request best and final offers when:
 - i.** No single proposal addresses all of the specifications;
 - ii.** All or a significant number of the proposals are unclear;
 - iii.** Additional information is needed for the evaluation committee to make a decision;
 - iv.** Differences between proposals in one or more categories are too close to distinguish;
 - v.** Proposals are unclear and the evaluation committee requires further clarification; or
 - vi.** All cost proposals are too high or are over the budget.
- b.** Only offerors meeting the minimum qualifications or scores described in the RFP are eligible to respond to a call for best and final offers.
- c.** Proposal modifications submitted in response to a request for best and final offers may only address the specific issues and/or sections of the RFP described in the request for best and final offers.
 - i.** An offeror may not use the best and final offers process to correct other deficiencies in the offeror's proposal not called for in the request for best and final offers issued by the District.
- d.** When a request for best and final offers is issued to reduce cost proposals, offerors shall submit itemized cost proposals which clearly indicate the tasks or scope reductions that can be implemented to bring costs within the available budget.
 - i.** The cost information of one offeror may not be disclosed to a competing offeror during the best and final offers process and such cost information shall not be shared with other offerors until after the contract has been awarded.
 - ii.** The District shall ensure that auction tactics are not used in the discussion process, including discussing

and comparing the costs and features of other proposals.

- e. The best and final offers process may only be conducted during the evaluation phase of the RFP process and may not be conducted as part of the contract negotiation process.
- f. The District may not use the best and final offers process to allow offerors a second opportunity to propose on the entire RFP.
- g. If a proposal modification is made orally during the interview or presentation process, the modification must be confirmed in writing.
- h. A request for best and final offers shall:
 - i. Comply with all public notice requirements provided in Section 63G-6a-406 of the Act;
 - ii. Include a deadline for submission that allows offerors a reasonable opportunity to prepare and submit their responses;
 - iii. Indicate how proposal modifications in response to a request for best and final offers will be evaluated;
- i. If an offeror does not submit a best and final offer, its immediate previous proposal will be considered as its best and final offer;
- j. Unsolicited best and final offers will not be accepted.

16. Cost-benefit Analysis Exception: CM/GC:

- a. A cost-benefit analysis is not required if the contract is awarded based solely on the qualifications of the construction manager/general contractor and the management fee described in Section 63G-6a-708 of the Act, provided:
 - i. A competitive process is maintained by the issuance of a request for proposals that requires the offeror to provide, at a minimum:

- (1) A management plan;
- (2) References;
- (3) Statements of qualifications; and
- (4) A management fee which contains only the following:
 - (i) Preconstruction phase services;
 - (ii) Monthly supervision fees for the construction phase; and
 - (iii) Overhead and profit for the construction phase.

- b. A cost-benefit analysis conducted under Section 63G-6a-708 of the Act shall be based on the entire term of the contract, excluding any renewal periods, and may take life-cycle costs into consideration.
- c. The evaluation committee may, as described in the solicitation, weight and score the management fee as a fixed rate or a fixed percentage of the estimated contract value.
- d. The awarded contract must be in the best interest of the District.

17. Only One Proposal Received:

- a. If only one proposal is received in response to a request for proposals, the evaluation committee may conduct a review to determine if:
 - i. The proposal meets the minimum requirements;
 - ii. Pricing and terms are reasonable; and
 - iii. The proposal is in the best interest of the District.
- b. If the evaluation committee determines that the proposal meets the minimum requirements, pricing and terms are reasonable, and the proposal is in the best interest of the District, the District may make an award.
- c. If an award is not made, the District may either cancel the procurement or resolicit for the purpose of obtaining additional proposals.

18. Evaluation Committee Procedures for Scoring Criteria Other Than Cost:

- a.** In order to prevent the evaluation committee from analyzing proposals that cannot be considered for award, either the evaluation committee, or the Procurement Officer prior to distributing copies of proposals to the evaluation committee, may conduct an initial review of any applicable pass/fail minimum requirements set forth in the RFP to determine whether the proposals are responsive and responsible or are in violation of the Procurement Code or this Policy. The evaluation committee should not evaluate proposals deemed non-responsive or non-responsible or that have been disqualified for a violation of the Procurement Code or this Policy. Examples of pass/fail minimum requirements include:

- i.** Timeliness of receipt of the proposal;
- ii.** Qualification;
- iii.** Certification;
- iv.** Licensing;
- v.** Experience;
- vi.** Compliance with state or federal regulation;
- vii.** Services provided;
- viii.** Product availability;
- ix.** Equipment; and
- x.** Other pass/fail minimum requirements set forth in the RFP.

- b.** The evaluation and scoring of proposals in the RFP process shall be conducted in accordance with the following procedures:

- i.** Prior to the scoring of proposals, the Procurement Officer will meet with the evaluation committee and any staff members who will have access to the proposals to:

- (1)** Discuss the evaluation and scoring process to ensure that each committee member has a clear understanding of the scoring process and how points will be assigned;

- (2) Discuss requirements regarding conflicts of interest, the appearance of impropriety, and the importance of confidentiality;
- (3) Discuss the scoring sheet and evaluation criteria set forth in the RFP; and
- (4) Provide a copy of relevant portions of this Policy to the evaluation committee and any staff members who will have access to the proposals.

ii. Once the proposals have been received and it is clear which offerors will be involved in the RFP process, each member of the evaluation committee may be asked to sign a written statement certifying that he or she does not have a conflict of interest, as set forth in Section 63G-6a-707 of the Act and in this Policy.

c. Unless an exception is authorized by the Procurement Officer, in order to avoid cost influencing the evaluation committee's scoring of non-price criteria, in accordance with Section 63G-6a-707 of the Act, costs may not be revealed to the evaluation committee until after the committee has finalized its scoring on all other technical non-price criteria stated in the RFP.

d. After receipt of proposals, each committee member shall independently read and score each proposal based on the technical non-price criteria set forth in the RFP to assess the completeness, quality, and desirability of each proposal.

i. Proposals must be evaluated solely on the criteria stated in the RFP.

- (1) Past performance ratings and references may be considered if listed as evaluation criteria in the RFP.
- (2) Personal opinions based on prior experience with a procurement item or the offeror are not to be considered in scoring proposals, except as provided in the RFP.
- (3) Personal favoritism for a vendor or bias against a vendor cannot be considered in scoring proposals, but a committee member may properly have a bias based upon the

review of a proposal in comparison to the criteria stated in the RFP.

ii. Evaluators are encouraged to request technical support from the Procurement Officer when conducting their independent assessments and scoring.

iii. After the proposals have been evaluated and scored by the individual committee members, the entire committee shall meet to discuss the proposals; if applicable, to conduct interviews; to resolve any factual disagreements; and to arrive at the final scoring. All committee members must be present in person or by electronic means to take any official action.

(1) If a committee member does not attend an evaluation committee meeting (including electronic attendance), the member may be removed from the evaluation committee and the remainder of the committee may take official action, provided there are at least three evaluation committee members remaining.

iv. If there are mandatory minimum requirements, those offerors not meeting the requirements will be eliminated from further consideration.

v. During committee discussions, each member may change his/her initial scoring. If additional information or clarification is needed from an offeror, the committee may, with approval by the Procurement Officer, request information or clarification from an offeror. Such request will only be approved if it can be done in a manner that is fair to all offerors.

vi. At any time during the evaluation process, the evaluation committee may, with the approval of the Procurement Officer, request best and final offers from responsible and responsive offerors and evaluate those offers in accordance with Section 63G-6a-708 of the Act and applicable portions of this Policy.

- a. Scoring of evaluation criteria other than cost, for proposals apparently meeting the mandatory minimum requirements stated in an RFP, shall be based on a one through five point scoring system.
- b. Points shall be awarded to each applicable evaluation category as set forth in the RFP which may include:
 - i. Technical specifications;
 - ii. Qualifications and experience;
 - iii. Programming;
 - iv. Design;
 - v. Time, manner, or schedule of delivery;
 - vi. Quality or suitability for a particular purpose;
 - vii. Financial solvency;
 - viii. Management and methodological plan; and
 - ix. Other requirements specified in the RFP.
- c. Scoring Methodology:
 - i. Five points (Excellent): The proposal addresses and exceeds all of the requirements described in the RFP.
 - ii. Four points (Very Good): The proposal addresses all of the requirements described in the RFP and, in some respects, exceeds them.
 - iii. Three points (Good): The proposal addresses all of the requirements described in the RFP in a satisfactory manner.
 - iv. Two points (Fair): The proposal addresses the requirements described in the RFP in an unsatisfactory manner.
 - v. One point (Poor): The proposal fails to address the requirements described in the RFP or addresses the requirements inaccurately or poorly.

20. **Minimum Score Thresholds:** The District may establish minimum score thresholds for any RFP procurement to advance proposals from one stage in the RFP process to the next, including contract award.

- a. If minimum score thresholds are established for a procurement, the RFP must clearly describe the minimum score threshold that proposals must achieve in order to advance to the next stage in the RFP process or to be awarded a contract.

- b.** Minimum score thresholds may be based on:
 - i.** Minimum scores for each evaluation category;
 - ii.** The total of each minimum score in each evaluation category based on total points available; or
 - iii.** A combination of (i) and (ii).
- c.** Minimum score thresholds may not be based on:
 - i.** A natural break in scores that was not defined and set forth in the RFP; or
 - ii.** A predetermined number of offerors.

21. Evaluation Committee Members Required to Exercise Independent Judgment:

- a.** Evaluation committee members are expected to exercise independent judgment in a manner that is not dependent on anyone else's opinion or desires. As such, committee members must not allow their scoring to inappropriately be influenced by another person's wishes that additional or fewer points be awarded to a particular offeror.
- b.** Evaluators may seek to increase their knowledge before scoring by asking questions and seeking appropriate information from the Procurement Officer. Otherwise, evaluators should not discuss proposals or the scoring of proposals with other persons who are not on the evaluation committee.
- c.** The exercise of independent judgment applies not only to possible inappropriate influences from outside the evaluation committee, but also to inappropriate influences from within the committee. It is acceptable for there to be discussion and debate within the committee regarding how well a proposal meets the evaluation criteria. However, open discussion and debate may not be allowed to lead to coercion or intimidation on the part of one committee member in an attempt to influence the scoring of another committee member.
 - i.** Evaluators may not act on their own or in concert with another evaluation committee member to

inappropriately steer an award to a favored vendor or to disfavor a particular vendor.

- d. Evaluators are required to report to the Procurement Officer any attempt by another committee member to improperly influence the scoring to favor or disfavor a particular offeror.
- e. If an evaluator feels that his/her independence has been compromised, that person must recuse himself/herself from the evaluation process.

22. Professional Services other than Architecture, Engineering and Surveying:

- a. A contract with a consultant providing professional or technical services, such as accounting and legal services, may be awarded using the RFP procedure or as a small purchase under Part V of this Policy. The award of a contract for engineering, architectural or surveying services is governed by Part XV of this Policy.
- b. Subject to Section IV.A. of this Policy, contracts with consultants providing professional or technical services, such as accounting and legal services, may be extended from year-to-year in the discretion of the Board.

23. Publicizing Awards:

- a. In addition to the requirements of Section 63G-6a-709.5 of the Act, the following shall be disclosed after receipt of a GRAMA request and payment of any lawfully enacted and applicable fees:
 - i. The contract(s) entered into as a result of the selection and the successful proposal(s), except for those portions that are to be non-disclosed under Subsection E.4 above;
 - ii. The unsuccessful proposals, except for those portions that are not to be disclosed;
 - iii. The rankings of the proposals;
 - iv. The names of the members of any evaluation committee (reviewing authority);
 - v. The final total or average scores used by the evaluation committee to make the selection (in no event will the names of the individual scorers be associated with their individual scores or rankings); and

- vi. The written justification statement supporting the selection, except for those portions that are not to be disclosed.
- b. The following may impair the District's procurement proceedings or give an unfair advantage to a person proposing to enter into a contract or agreement with the District, and may not be disclosed by the District to the public, including under a GRAMA request:
 - i. The names of individual scorers/evaluators in relation to their individual scores or rankings;
 - ii. Any individual scorer's/evaluator's notes, drafts, or working documents;
 - iii. Non-public financial statements; and
 - iv. Past performance and reference information, which is not provided by the offeror and which is obtained as a result of the efforts of the District. To the extent such past performance or reference information is included in the written justification statement; it is subject to public disclosure.

24. **Timing of Rejection:** As provided in Section 63G-6a-704 of the Act, the District may, at anytime during the RFP process, reject a proposal based on a determination that the submitter of the proposal is not responsible or the proposal is not responsive. As such, the evaluation committee may make a determination that a proposal is nonresponsive or not responsible at any time even if the proposal initially passed the pass/fail review mentioned in Section VIII.E.18.a.

F. **Annual Renewals of Purchase Contracts:** Unless the District has an approved contract with a longer term than one year or it is desirable to extend or continue purchases from the same source as allowed under Subsection X.A.1., A.2. or A.3., the purchase of supplies, materials and equipment on a monthly or other recurring basis is to be the subject of an annual bid, proposal or competitive quotation procedure, as determined to be appropriate by the Procurement Officer.

G. **Conformity to Solicitation Requirements:**

1. **Rejection:**

- a. Any bid or offer that fails to conform to the essential requirements of the solicitation shall be rejected.
- b. Any bid or offer that does not conform to the applicable specifications shall be rejected unless the solicitation authorized the

submission of alternate bids or offers and the procurement item(s) offered as alternates meet the requirements specified in the solicitation.

- c. Any bid or offer that fails to conform to the delivery schedule or permissible alternates stated in the solicitation shall be rejected.

2. **Conditions or Exceptions:** A bid or offer shall be rejected when the bidder or offeror imposes conditions or takes exceptions that would modify requirements or terms and conditions of the solicitation or limit the bidder or offeror's liability to the District, since to allow the bidder or offeror to impose such conditions or take exceptions would be prejudicial to other bidders or offerors. For example, bids or offers shall be rejected in which the bidder or offeror:

- a. For commodities, protects against future changes in conditions, such as increased costs, if total possible costs to the District cannot be determined;
- b. Fails to state a price and indicates that price will be the price in effect at time of delivery or states a price but qualifies it as being subject to the price in effect at the time of delivery;
- c. When not authorized by the solicitation, conditions or qualifies a bid by stipulating that it is to be considered only if, before the date of award, the bidder or offeror receives (or does not receive) an award under a separate solicitation;
- d. Requires that the District is to determine that the bidder's or offeror's product meets applicable specifications; or
- e. Limits any right of the District under any contract clause.

3. **Deletion:** A bidder or offeror may be requested to delete objectionable conditions from a bid or offer, provided doing so is not prejudicial to other bidders or offerors, or the conditions do not go to the substance, as distinguished from the form, of the bid or proposal. A condition goes to the substance of a bid or offer where it affects price, quantity, quality, or delivery of the offered procurement item(s).

H. **Unreasonable or Unbalanced Pricing:**

1. **Rejection:**

- a. Any bid or offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price.

Unreasonableness of price includes not only the total price of the bid or offer, but also the prices for individual line items.

b. Any bid or offer may be rejected if the prices for any line item or subline item are materially unbalanced. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:

- i. Startup work, mobilization, procurement item sample production or testing are separate line items;
- ii. Base quantities and optional quantities are separate line items; or
- iii. The evaluated price is the aggregate of estimated quantities to be ordered under separate line items of an indefinite-delivery contract.

c. All bids or offers with separately priced line items or subline items may be analyzed to determine if the prices are unbalanced. If cost or price analysis techniques indicate that an offer is unbalanced, the District shall:

- i. Consider the risks to the District associated with the unbalanced pricing in determining the competitive range and in making the source selection decision; and
- ii. Consider whether award of the contract will result in paying unreasonably high prices for contract performance.

d. A bid or offer may be rejected if the Procurement Officer determines that the lack of balance poses an unacceptable risk to the District.

I. Rejection for Nonresponsibility or Nonresponsiveness:

1. **Nonresponsible Bidder or Offeror:** Subject to Section 63G-6a-903 of the Act, the Procurement Officer shall reject a bid or offer from a bidder or offeror that is determined to be nonresponsible. A responsible bidder or offeror is defined in Section 63G-6a-103 of the Act. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility of that bidder or offeror.

2. **Nonresponsive Offer:** In accordance with Section 63G-6a-604(3) of the Act, the Procurement Officer may not accept a bid or proposal that is not responsive. Responsiveness is defined in Section 63G-6a-103 of the Act.
3. **Bid Security Failure:** When bid security is required and a bidder fails to furnish the security in accordance with the requirements of the invitation for bids, the bid shall be rejected.
4. **Documentation:** The originals of all rejected bids, offers, or other submissions, and all written findings with respect to such rejections, shall be made part of the procurement file and be available for public inspection.

- J. **Rejection for Suspension/Debarment:** Bids, offers, or other submissions received from any vendor that is suspended, debarred, or otherwise ineligible as of the due date for receipt of bids, proposals, or other submissions shall be rejected.

IX. CANCELLATION, REJECTION AND DEBARMENT

A. General Provisions:

1. **Cancellation:** An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled prior to the deadline for receipt of bids, proposals, or other submissions, when it is in the best interest of the District as determined by the Procurement Officer. In the event a solicitation is cancelled, the reasons for cancellation shall be made part of the procurement file and shall be available for public inspection and the District shall:
 - a. Re-solicit new bids or proposals using the same or revised specifications; or
 - b. Withdraw the requisition for the procurement item(s).
2. **Rejection of Bids and Proposals:** Any or all bids or competitive sealed proposals may be rejected in whole or in part when doing so is deemed to be in the best interest of the District, and the District may, in its discretion, re-invite bids or re-solicit competitive sealed proposals.
 - a. After a notice of award has been issued, but before a written contract between the successful vendor and the District has been signed, the District may cancel the notice of award based upon information which, if it had been known prior to the issuance of the notice of award, would have been cause for the rejection of the otherwise successful bid or proposal.

3. **Documentation:** The reason(s) for cancellation or rejection shall be part of the contract file and be available for public inspection.

B. Re-solicitation:

1. **No Response:** In the event there is no response to an initial solicitation, the Procurement Officer may:
 - a. Contact the known supplier community to determine why there were no responses to the solicitation;
 - b. Research the potential vendor community; and,
 - c. Based upon the information obtained under (a) and (b), modify the solicitation documents.
2. **Inadequate Supplemental Response:** If the District has modified the solicitation documents and, after the re-issuance of a solicitation, there is still no competition or there is insufficient competition, the Procurement Officer may:
 - a. Further modify the procurement documents; or,
 - b. Cancel the requisition for the procurement item(s).

C. Cancellation Before Award. When it is determined before award but after opening that the specifications, scope of work or other requirements contained in the solicitation documents were not met by any bidder or offeror, the solicitation shall be cancelled.

1. **Determination:** Solicitations may be cancelled before award but after opening all bids or offers when the Procurement Officer determines in writing that:
 - a. Inadequate or ambiguous specifications were cited in the solicitation;
 - b. The specifications in the solicitation have been or must be revised;
 - c. The procurement item(s) being solicited are no longer required;

- d. The solicitation did not provide for consideration of all factors of cost to the District, such as cost of transportation, warranties, service and maintenance;
- e. Bids or offers received indicate that the needs of the District might be satisfied by a less expensive procurement item differing from that in the solicitation;
- f. Except as provided in Section 63G-6a-607 of the Act, all otherwise acceptable bids or offers received are at unreasonable prices, or only one bid or offer is received and the Procurement Officer cannot determine the reasonableness of the bid price or cost proposal;
- g. The responses to the solicitation were not independently arrived at in open competition, were collusive, or were submitted in bad faith; or
- h. No responsive bid or offer has been received from a responsible bidder or offeror;

D. Alternative to Cancellation. In the event administrative difficulties are encountered, before award but after the deadline for submissions, that may delay the award beyond the bidders' or offerors' acceptance periods, the bidders or offerors should be requested, before the expiration of their bids or offers, to extend in writing the acceptance period (with the consent of sureties, if any) in order to avoid the need for cancellation.

E. Continuation of Need. If the solicitation has been cancelled for the reasons specified in Subsection C.1. f., g or h above, the Procurement Officer has made the determination required under Subsection C., and the District has an existing contract, the District may permit an extension of the existing contract under Section 63G-6a-802(7) of the Act.

X.EXCEPTIONS – PROCUREMENT WITHOUT COMPETITION

- A. **Contracts Awarded Without Competition:** The Procurement Officer or the Board, through appropriate action, may determine that a specific contract for a supply, service or construction item should be awarded without receipt or review of competitive bids or proposals if one of the circumstances stated in 1 through 6 below exists. In the event that a contract is awarded without competition for one of these reasons, a written determination of both the reason for purchasing or contracting without competition as well as the basis for the selection of the particular contractor and/or supplier will be recorded. With these written determinations, a record containing the contractor's or supplier's name, the amount and type of the contract, the total dollar value of the procurement item including, when applicable, the actual or estimated full life-cycle cost of maintenance and of the service

agreement, the duration of the proposed sole source contract, documentation that there is no other competing source for the procurement item (unless the procurement is under 1.b or c below), a description of the procurement item, and any other information desired by the Procurement Officer will be maintained in the contract file.

1. Sole Source:

a. Sole source procurements shall be conducted in accordance with requirements set forth in Section 63G-6a-802 of the Procurement Code. A sole source procurement may be conducted if:

- i.** There is only one source for the procurement item;
- ii.** The award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service or construction item; or
- iii.** The procurement item is needed for trial use or testing pursuant to Section 63G-6a-802 of the Act to determine whether the procurement item will benefit the District.

b. Except as provided in (i) below, sole source procurements over **\$50,000** shall be published, and less costly sole source procurements may be published, in accordance with Section 63G-6a-406 of the Act.

i. The requirement for publication of notice for a sole source procurement is waived:

- (1)** For public utility services;
- (2)** If the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item; or
- (3)** For other circumstances as determined in writing by the Procurement Officer.

c. A person may contest a sole source procurement prior to the closing of the public notice period set forth in Section 63G-6a-406 of the Act by submitting the following information in writing to the Procurement Officer:

i. The name of the contesting person; and

- b. When making this determination, the Procurement Officer may take into consideration whether:
 - i. The potential cost of preparing, soliciting and evaluating bids or proposals is expected to exceed the benefits normally associated with such solicitations;
 - ii. The procurement item cannot be acquired through a standard procurement process; and
 - iii. The price of the procurement item is fair and reasonable.
- c. In the event that it is so determined, the Procurement Officer may elect to utilize an alternative procurement method which may include:
 - i. Informal price quotations;
 - ii. Direct negotiations; and,
 - iii. Direct award.

XI. PROCUREMENT OF CONSTRUCTION

- A. **State Law:** District construction projects are governed by Section 63G-6a-1302 of the Act and by this Part XI.
 - 1. **Alternative Approach:** To the extent allowed by law, and notwithstanding anything to the contrary in this Policy, the District may procure construction pursuant to the requirements of Title 11, Chapter 39 of the Utah Code, in which event the “bid limit” calculated as provided in Utah Code Ann. § 11-39-101(1) shall replace all construction cost estimate and/or bid requirements based upon cost provisions of this Policy, including small purchase provisions under Part V, in which event otherwise applicable requirements of this Policy shall be superseded and replaced by the provisions of Title 11, Chapter 39.
- B. **Construction Cost Estimate:** The Manager or Procurement Officer shall cause plans and specifications for construction projects, including the estimated cost of the improvement, to be prepared by the District’s engineer (in house or consulting) or other qualified person. The cost estimate shall be submitted to the Board either when the bid is submitted for formal approval or before the District undertakes the project using its own work crew or an invitation to bid or to submit proposals is issued, or the Board will be provided an explanation of why plans and specifications and/or a cost estimate cannot be provided, as may be the case if a design-build contract is under consideration. If the estimated cost of the improvement is **\$25,000** or less, the District may make the improvement using an independent contractor without calling for formal bids or proposals as provided in Subsection V.C.4.

- C. **Extra Work and Change Orders:** The Manager or Procurement Officer is authorized to approve extra work or change orders in an amount not to exceed 10% of the contract when justified by contract specifications and deemed to be in the best interest of the District. At the conclusion of the contract, a final written report will be presented to the Board.
1. **Certification - Increases in Contract Amount:** Any change order which increases the contract amount shall be subject to prior written certification that the change order is within the determined project or contract budget. The certification may be made by the District's Treasurer or other official responsible for monitoring and reporting upon the status of the costs of the total project or contract budget.
 2. **Availability of Funds or Adjustment in Scope of Work:** If the certification discloses a resulting increase in the total project or contract budget, the Manager or Procurement Officer shall not execute or make the change order unless sufficient funds are available or the scope of the project or contract is adjusted to permit the degree of completion feasible within the total project or contract budget as it existed prior to the change order under consideration. However, with respect to the validity, as to the contractor, of any executed change order upon which the contractor has reasonably relied, it shall be presumed that there has been compliance with the provisions of this Part XI.
- D. **Modification of Specifications:** The Manager or Procurement Officer shall have authority to waive or modify the District's construction specifications upon a determination that such waiver or modification does not significantly jeopardize the interests of the District and is reasonable and appropriate under the facts and circumstances presented. Such waivers and modifications may be based upon either requests from developers and other interested persons or District staff recommendations.
1. **Permanent Modifications:** Whenever the deletion or modification of the District's construction specifications is intended to be permanent and to apply to all or a significant number of future developments within the boundaries of the District, the Manager or Procurement Officer shall so notify the Board within a reasonable time.
 2. **Appeal to the Board:** At the Manager's or Procurement Officer's discretion, specific requested waivers or modifications of the District's construction specifications may be presented to the Board for final resolution and any developer or other interested party may appeal the Manager's or Procurement Officer's decision regarding the modification of construction specifications to the Board.

3. **Status of Decision Prior to Board Action:** Until the Manager's or Procurement Officer's decision regarding a waiver or modification of the District's construction specifications has been modified or reversed by the Board, it shall be the decision and position of the District.

E. **Construction Contract Management:** The method of construction contracting management utilized for any given project shall be determined by the Manager or the Procurement Officer in consultation with the District's engineer, if there is one. Any lawful method of construction contracting management that is determined to be feasible may be utilized.

1. **Recommendations of Engineer:** In determining which method of construction contracting management is to be used for a particular project, the recommendations of the District's engineer, if there is one, are to be given great weight. The method selected will be the method deemed to be most advantageous to the interests of the District.
2. **Factors to Be Considered:** It is intended that the Manager or Procurement Officer have sufficient flexibility in formulating the construction contract management method for a particular project to fulfill the needs of the District. Before selecting a construction contracting management method, the Manager or Procurement Officer, in consultation with the District's engineer (if there is one), shall carefully consider the following factors: (a) when the project improvements must be ready for use; (b) the type of project; (c) the extent to which the requirements of the District, and the ways in which they are to be met, are known; (d) the location of the project; (e) the size, scope, complexity, and economics of the project; (f) the amount and source of funding and any resulting constraints or limitations necessitated by the funding source; (g) the availability, qualification and experience of District personnel to be assigned to the project and the amount of time the District personnel can devote to the project; (h) the availability, qualifications, and experience of outside consultants and contractors (including construction managers/general contractors) to complete the project under the various methods being considered; (i) the results achieved on similar projects in the past and the methods used; and (j) the comparative advantages and disadvantages of the construction contracting methods and how they might be adapted or combined to fulfill the needs of the District. The factors to be considered in achieving the purposes set forth herein are not to be construed as an exclusive list.
 - a. The following descriptions are provided for the more common construction contracting management methods which may be used by the District. The methods described are not mutually exclusive, and may be combined on a project. These descriptions are not

intended to be fixed in respect to all construction projects. These descriptions may be adapted to fit the circumstances of any given project.

- i.** Single Prime (General) Contractor. The single prime contractor method is typified by one business, acting as a general contractor, contracting with the District to timely complete an entire construction project in accordance with drawings and specifications provided by the District. Generally, the drawings and specifications are prepared by an architectural or engineering firm under contract with the District. Further, while the general contractor may take responsibility for successful completion of the project, much of the work may be performed by specialty contractors with which the prime contractor has entered into subcontracts.
- ii.** Multiple Prime Contractors. Under the multiple prime contractor method, the District will contract directly with a number of general contractors or specialty contractors to complete portions of the project in accordance with the District's drawings and specifications. The District may have primary responsibility for the successful completion of the entire project, or the contracts may provide that one or more of the multiple prime contractors has this responsibility.
- iii.** Design-Build. In a design-build project, an entity, often a team of a general contractor and a designer, contract directly with the District to meet the District's requirements as described in a set of performance specifications and/or a program. Design responsibility and construction responsibility both rest with the design-build contractor. This method can include instances where the design-build contractor supplies the site as part of the package.
- iv.** Construction Manager Not at Risk. A construction manager is a person or firm experienced in construction who has the ability to evaluate and to implement drawings and specifications as they affect time, cost, and quality of construction and the ability to coordinate the construction of the project, including the administration of change orders as well as other responsibilities as described in the contract.
- v.** Construction Manager/General Contractor (Construction Manager at Risk). The District may contract with the construction manager early in a project to assist in the development of a cost effective design. In a Construction Manager/General Contractor (CM/GC) method, the CM/GC

becomes the general contractor and is at risk for all of the responsibilities of a general contractor for the project, including meeting the specifications, complying with applicable laws, rules and regulations, completing the project on time and not exceeding a specified maximum price.

3. **Written Statement:** In making a decision concerning the method of construction contracting management to utilize for any given project, the Manager is to execute and include in the contract file a written statement setting forth the facts which led to the selection of a particular method of construction contracting management for that project.
4. **Design Build Contracts:** The District may procure architect-engineer services and construction using a single contract with the design-build provider.
 - a. The District will consult a professional engineer or a licensed architect with design-build experience as provided in Utah Code Ann. § 11-39-107(2)(c).
5. **Construction Manager/General Contractor (CM/GC):** The District may enter into a contract for the management of a construction project which allows the contractor to subcontract for additional labor and materials that were not included in the contractor's cost proposal submitted at the time of the procurement of the construction manager/general contractor's services. The term "construction manager/general contractor" shall not refer to a contractor whose only subcontract work not included in the original cost proposal is subcontracted portions of approved change orders. Should the District utilize the CM/GM method of construction contract management, the construction manager/general contractor will be selected using a "standard procurement process" as defined in Section 63G-6a-103 of the Act, or an exception allowed under Part 8 of the Procurement Code may be utilized. When entering into any subcontract that was not specifically included in the CM/GC's cost proposal submitted to the District, the CM/GC shall procure that subcontractor by using a standard procurement process or an exception to the requirement to use a standard procurement process in the same manner as if the subcontract work was being procured by the District.
 - a. As used herein, "management fee" includes only the following fees of the CM/GC:

- i. Preconstruction phase services;
- ii. Monthly supervision fees for the construction phase; and
- iii. Overhead and profit for the construction phase.

b. When selecting a CM/GC for a construction project, the evaluation committee:

- i. May score a CM/GC based upon criteria contained in the solicitation, including qualifications, performance ratings, references, management plan, certifications, and other project specific criteria described in the solicitation;
- ii. May, as described in the solicitation, weight and score the management fee as a fixed rate or as a fixed percentage of the estimated contract value;
- iii. May, at any time after the opening of the responses to the request for proposals, have access to, and consider, the management fees proposed by the offerors; and
- iv. Except as provided in Section 63G-6a-707 of the Act, may not know or have access to any other information relating to the cost of construction submitted by the offerors, until after the evaluation committee submits its final recommended scores on all other criteria.

F. **Contract Clauses:** Section 63G-6a-1202 of the Procurement Code encourages the District “to establish standard contract clauses to assist the [District] and to help contractors and potential contractors to understand applicable requirements.” To that end, clauses providing for adjustments in prices and time of performance and covering the following subjects will generally be included in construction contracts: (a) the unilateral right of the District to order in writing changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work; (b) variations occurring between estimated quantities of work in a contract and actual quantities; (c) suspension of work ordered by the District; and (d) site conditions differing from those indicated in the construction contract, or ordinarily encountered, except that differing site conditions clauses need not be included in a construction contract when the contract is negotiated, when the contractor provides the site or design, or when the parties have otherwise agreed with respect to the risk of differing site conditions.

1. **Prohibited Contract Terms:**

- a. The District may not require that any contractor, subcontractor or material supplier engaged in the construction, maintenance, repair or improvement of public works pay its employees a

predetermined amount of wages or wage rate or provide any particular type, amount or rate of employee benefits; provided, however, that any applicable federal or state minimum wage or benefit law may be enforced.

- b.** No contract shall contain any provision or requirement which is prohibited by applicable law or public policy, including Section 63G-6a-1203 of the Act, which prohibits any contract provision that would require a design professional to indemnify anyone from liability claims arising out of the design professional's services, "unless the liability claim arises from the design professional's negligent act, wrongful act, error or omission, or other liability imposed by law" or the person being indemnified is under the design professional's "direct or indirect control or responsibility".
- c.** A provision in a construction contract requiring a dispute arising under the contract to be resolved in a forum outside of the state of Utah is void and unenforceable as against public policy as provided in Utah Code Ann. § 13-8-3.
- d.** Should any prohibited provision or requirement be stated in any contract to which the District is a party, to the extent allowed by law, the contract shall be read and enforced as though the offending provision were not contained therein.

- 2.** **Remedy Clauses:** Construction contracts may include clauses providing for appropriate remedies and covering the following subjects, among others: (a) liquidated damages; (b) specified excuses for delay or nonperformance; (c) termination of the contract for default; and (d) termination of the contract in whole or in part for the convenience of the District.

G. State Construction Registry:

- 1.** **Notice of Commencement:** No later than 15 days after commencement of physical construction work at the project site, the District or its contractor shall file a notice of commencement with the State Construction Registry established by the Division of Occupational and Professional Licensing as required by Utah Code Ann. § 38-1b-201.
- 2.** **Notice of Intent to Complete:** The District or the District's contractor shall file a notice of intent to obtain final completion with the State Construction Registry in accordance with Utah Code Ann. § 38-1a-506 if:

- a. Completion of performance time under the original contract is greater than 120 days;
- b. The total original construction contract price exceeds **\$500,000**; and
- c. A payment bond is not obtained in accordance with Utah Code Ann. § 14-2-1.

3. **Notice of Completion:** Upon final completion of a construction project (regardless of whether a notice of intent to obtain final completion has been filed), a notice of completion may be filed with the State Construction Registry, including the name, address, telephone number, and e-mail address of the person filing the notice of completion; the name of the County in which the project property is located; information identifying the District's construction project; the date on which final completion occurred, and the method used to determine final completion; all as allowed by Utah Code Ann. § 38-1a-507.

H. Retainage: Retention proceeds withheld and retained from any payment due under the terms of a construction contract may not exceed 5% of the payment, and total retention proceeds withheld may not exceed 5% of the total construction price, as provided in Utah Code Ann. § 13-8-5. Furthermore, all retention proceeds shall be placed in an interest bearing account and be accounted for separately from other amounts paid under the contract. Interest accrued on the account shall be for the benefit of the contractor and all subcontractors of every tier and will be paid after the construction project is complete and has been accepted by the District, unless the District assumes partial occupancy of the project prior to completion, in which event proportionate accrued interest will be released within 45 days after partial occupancy.

1. **Withholding Based on Breach:** Based upon a breach of the construction contract documents, the District may withhold payment, for as long as reasonably necessary, an amount which is necessary to cure the breach or default or, if the project, or portion of a project as applicable, has substantially been completed, the District may retain until final completion up to twice the fair market value of any work that has not been completed.

XII.INSPECTIONS

A. Justification: Circumstances under which the District may perform inspections include inspections of the contractor's manufacturing/production facility or place of business, or any location where the work is performed, to determine: whether the definition of "responsible", as defined in Section 63G-6a-103 of the Act and in the solicitation documents, has been met or is capable of being met; and if the contract is being performed in accordance with its terms.

- B. Access to Contractor's Manufacturing/Production Facilities:** The District may enter a contractor's or subcontractor's manufacturing/production facility or place of business to: (a) inspect procurement items for acceptance by the District pursuant to the terms of a contract; (b) audit cost or pricing data or audit the books and records of any contractor or subcontractor; and (c) investigate in connection with an action to debar or suspend a vendor from consideration for award of a contract.
- C. Inspection of Supplies and Services:**
- 1. Contract to Control:** Contracts may provide that the District may inspect procurement items at the contractor's or subcontractor's facility and perform tests to determine whether any procurement item conforms to solicitation and contract requirements.
- D. Conduct of Inspections:** Inspections or tests shall be performed so as not to unduly delay the work of the contractor or subcontractor. No inspector may change any provision of the specifications or the contract without written authorization by the Procurement Officer. The presence or absence of an inspector or an inspection shall not relieve the contractor or subcontractor from any requirement of the contract. When an inspection is made, the contractor or subcontractor will be expected to provide, without charge, all reasonable facilities and assistance for the safety and convenience of the person performing the inspection or testing.

XIII.PRICE AND COST

- A. Price Adjustments:** A contract may allow price adjustments, but cost or pricing data shall be required in support of a proposal leading to the adjustment of any contract pricing. All accounting for contracts and contract price adjustments, including allowable incurred costs, shall be conducted in accordance with generally accepted accounting principles for government.
- 1. Exceptions:** Cost or pricing data exceptions:
 - a.** Cost or pricing data need not be submitted when the terms of the contract state established market indices, or catalog prices or other benchmarks are used as the basis for contract price adjustments, or when prices are set by law or rule;
 - b.** If a contractor submits a price adjustment that is higher than established market indices, catalog prices or other benchmarks established in the contract, the Procurement Officer may request additional cost or pricing data; or

c. The Procurement Officer may waive the requirement for cost or pricing data, provided a written determination is made supporting the reasons for the waiver. A copy of the determination shall be kept in the contract file.

2. **Computation:** Adjustments in price pursuant to clauses promulgated under Subsection XI.F. shall be computed in one or more of the following ways: (a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable; (b) by unit prices specified in the contract or subsequently agreed upon; (c) by the costs attributable to the events or situations under the clauses with adjustment of profit or fee, all as specified in the contract or as subsequently agreed upon; (d) in any other manner as the contracting parties may mutually agree; or (e) in the absence of agreement by the parties, by a unilateral determination by the District of the costs attributable to the events or situations under the clauses with adjustment of profit or fee, all as computed by the District in accordance with applicable provisions of Part XI, which are issued as allowed by Utah Code Ann. § 63G-6a-1206, and subject to other applicable provisions of the Act.

3. **Defective Costs or Pricing Data:** If defective cost or pricing data was used to adjust a contract price, the vendor and the District may enter into discussions to negotiate a settlement. If a settlement cannot be negotiated, either party may seek relief through the courts.

4. **Price Analysis:**

a. Price analysis may be used to determine if a price is reasonable and competitive, such as when:

- i. There are a limited number of bidders or offerors;
- ii. Awarding a sole source contract; or
- iii. Identifying price outliers in bids and offers.

b. Price analysis involves a comparison of prices for the same or similar procurement items, including quality, warranties, service agreements, delivery, contractual provisions, terms and conditions, etc.

c. Examples of a price analysis include:

- i. Prices submitted by other prospective bidders or offerors;
- ii. Price quotations;
- iii. Previous contract prices;

- iv. Comparisons to the existing contracts of other public entities; and,
 - v. Prices published in catalogs or price lists.
- 5. **Cost Analysis:** Cost analysis includes the verification of cost data. Cost analysis may be used to evaluate:
 - a. Specific elements of costs;
 - b. Total cost of ownership and life-cycle cost;
 - c. Supplemental cost schedules;
 - d. Market basket cost of similar items;
 - e. The necessity for certain costs;
 - f. The reasonableness of allowances for contingencies;
 - g. The basis used for allocation of indirect costs; and,
 - h. The reasonableness of the total cost or price.
- 6. **Audit:** The District may, at reasonable times and places, audit or cause to be audited by an independent third party firm, by another procurement unit, or by an agent of the District, the books, records, and performance of a contractor, prospective contractor, subcontractor, or prospective subcontractor.
- 7. **Retention of Books and Records:** Contractors shall maintain all records related to the contract for at least six years after the final payment, unless a longer period is required by law.
- 8. **Applicable Credits:** Applicable credits are receipts or price reductions which offset or reduce expenditures allocable to contracts as direct or indirect costs. Examples include purchase discounts, rebates, allowance, recoveries or indemnification for losses, sale of scrap and surplus equipment and materials, adjustments for overpayments or erroneous charges, and income from employee recreational or incidental services and food sales.
- 9. **Use of Federal Cost Principles:**

- a. In dealing with contractors operating according to federal cost principles, the Procurement Officer may use federal cost principles, including the determination of allowable, allocable, and reasonable costs, as guidance.
- b. In contracts not awarded under a program which is funded by federal assistance funds, the Procurement Officer may explicitly incorporate federal cost principles into a solicitation, and thus into any contract awarded pursuant to that solicitation. The Procurement Officer and the contractor, by mutual agreement, may incorporate federal cost principles into a contract during negotiation or after award.
- c. In contracts awarded under a program which is financed in whole or in part by federal assistance funds, all requirements set forth in the assistance document, including specified federal cost principles, must be satisfied. To the extent that the cost principles specified in the grant document conflict with the cost principles issued pursuant to Section 63G-6a-1206 of the Act, the cost principles specified in the grant shall control.

10. **Authority to Deviate from Cost Principles:** Before the District may deviate from the cost principles set forth in this Policy, a written determination must be made by the Procurement Officer specifying the reasons for the deviation. The written determination shall be made part of the contract file.

XIV.MULTIPLE AWARD CONTRACTS – INDEFINITE QUANTITY CONTRACTS

As authorized under Section 63G-6a-1204.5 of the Act, the District may enter into multiple award contracts.

- A. **Multiple Award:** A multiple award contract is a procurement process where two or more bidders or offerors are awarded a contract under a single solicitation. Purchases are made through an order placed with one of the contractors pursuant to the procedures established in the solicitation and the contract. Contractors receiving a contract award are not guaranteed that procurement items will be purchased from their contracts.
 1. **Use:** A multiple award contract may be awarded under a single solicitation to two or more bidders or offerors when similar procurement items are needed for:

- a. Coverage on a regional basis or based on other criteria specified by the District in the solicitation such as:
 - i. Delivery;
 - ii. Service;
 - iii. Product availability; or
 - iv. Compatibility with existing equipment or infrastructure.

2. **Solicitation:** In addition to the requirements set forth in Sections 63G-6a-603 and 63G-6a-703 of the Act, when it is anticipated that a procurement will result in multiple contract awards, the solicitation shall include a statement that:

- a. Indicates that contracts may be awarded to more than one bidder or offeror;
- b. Specifies whether contracts will be awarded on a regional basis or based on a specified requirement of the District; and
- c. Describes specific methodology or a formula that will be used to determine the number of contract awards.

3. **Invitation for Bids:** Multiple award contracts in an invitation for bids shall be issued in accordance with Part 6 of the Act to the lowest responsive and responsible bidders meeting the objective criteria described in the invitation for bids and may be awarded to provide adequate regional coverage, meet a specified requirement of the District, or satisfy delivery or product availability needs of the District using the following methods:

- a. Lowest bid for all solicited procurement items provided:
 - i. The solicitation indicates that multiple contracts will be awarded to the lowest bidders for all procurement items being solicited as determined by a break in prices specifically stated in the solicitation, such as any price within a specific percentage of the lowest responsive and responsible bid price, or other methodology described in the solicitation ;
- b. Lowest bid by Category provided:
 - i. The solicitation indicates that contracts will be awarded based on the lowest bid in a category; and

cannot provide the needed procurement item, and so on, in order, until a contract bidder is selected or the list of contract bidders is exhausted.

iii. If the methodology described in the solicitation is based on criteria other than the lowest quoted price, the designated methodology shall control.

b. When buying a procurement item under a multiple award contract that was awarded through an RFP, the District may place orders based on the District's determination as to which contractor or procurement item best meets the needs of the District. Contracts awarded through the RFP process are awarded based on the best value to the District, taking into consideration price and the other specific non-price criteria set forth in the RFP. Consequently, all contractors and procurement items under contract issued through an RFP have been determined to provide best value to the District.

c. A multiple award contract may not be used to steer purchases to a favored contractor or use any other means or methods that do not result in fair consideration being given to all contractors that have been awarded a contract under a multiple award.

7. **Primary and Secondary Contracts:**

a. Designations of multiple award contracts as primary and secondary may be made if a statement to that effect is contained in the solicitation documents.

b. When the Procurement Officer or designee determines that the need for a procurement item will exceed the capacity of any single primary contractor, secondary contracts may be awarded to additional contractors.

c. Purchases under primary and secondary contracts will be made, initially from the primary contractor offering the lowest contract price until the primary contractor's capacity has been reached or the items are not available from the primary contractor, then from secondary contractors in progressive order from lowest price or best availability to the next lowest price or best availability, and so on.

8. **Intent to Use:** If a multiple award is anticipated prior to issuing a solicitation, the method of award shall be stated in the solicitation.

- B. Contracts and Change Orders -- Contract Types:** The District may use contract types to the extent authorized under Section 63G-6a-1205 of the Act.
- C. Prepayments:** Prepayments are subject to the restrictions contained in Section 63G-6a-1208 of the Act.
- D. Leases of Personal Property:**
- 1. Requirements:** Leases of personal property are subject to the following:
 - a.** A lease (including a lease with a purchase option) may be entered into provided that the District complies with Section 63G-6a-1209 of the Act and:
 - i.** The lease is in the best interest of the District;
 - ii.** All conditions for renewal and costs of termination are set forth in the lease; and
 - iii.** The lease is not used to avoid a competitive procurement.
 - 2. Completion Requirement:** Lease contracts will be conducted with as much competition as practicable under the circumstances.
- E. Modification of Contract Terms:** Contract clauses may be as set forth in standard documents approved from time to time by the Board maintained at the office of the District. However, the Manager, the Procurement Officer or the Board may modify the clauses for inclusion in any particular contract. Any variation may be supported by a written determination that describes the circumstances justifying the variation, and notice of any material variation may be included in the invitation for bids or requests for proposals.

XV. PROCUREMENT OF ARCHITECT, ENGINEERING AND SURVEYING SERVICES

- A. Hiring a Professional Architect, Engineer or Surveyor:** The District may not legally be obligated to consider more than one architect, engineer or surveyor when procuring those professional services (hereafter references to “architect-engineer” or the like shall include “surveyor”). However, should more than one such professional be considered for engagement, the Manager and/or the Board shall consider, as a minimum, in the selection process those elements required by Utah Code Ann. § 17B-1-108: (a) the qualifications, experience and background of each firm (or individual if the professional is not part of a firm) submitting a proposal; (b) the specific individual(s) assigned or to be assigned to the project and the time commitments of each to the project; and (c) the project schedule and approach to the project that each firm (or individual) will take. The District may engage the services of a professional architect, engineer or surveyor based on the above criteria rather than based solely on the lowest cost. Subject to the above, the provisions of Part 15

of the Procurement Code apply to the procurement of services within the scope of the practice of architecture as defined in Section 58-3a-102 or professional engineering as defined in Section 58-22-102 of the Utah Code.

1. **Architect-Engineer Evaluation Committee:** The Procurement Officer shall designate members of the Architect-Engineer Evaluation Committee. The evaluation committee must consist of at least three members who are qualified under Section 63G-6a-707 of the Act, at least one of whom is well qualified in the profession of architecture or engineering.

2. **Request for Statements of Qualifications:**

a. The District will issue a public notice for a request for statements of qualifications to be used in ranking architects or engineers.

b. A request for statement of qualifications will state:

i. The type of procurement item to which the request for statements of qualifications relates;

ii. The scope of the work to be performed;

iii. The instructions and the deadline for providing information in response to the request for statements of qualifications; and

iv. Criteria to be used to evaluate statements of qualifications including:

(1) Basic information about the person or firm;

(2) Experience and work history;

(3) Management and staff;

(4) Qualifications;

(5) Licenses and certifications;

(6) Applicable performance ratings;

(7) Financial statements; and

(8) Other pertinent information.

c. Key personnel identified in a statement of qualifications may not be changed without the advance written approval of the Procurement Officer.

d. Architects and engineers shall not include cost information in a response to a request for statements of qualifications

3. **Evaluation of Statements of Qualifications:** The evaluation committee shall evaluate statements of qualifications in accordance with Section 63G-6a-707 of the Act to rank (score) architects or engineers.
 4. **Negotiation and Award of Contract:** The Procurement Officer or designee shall negotiate a contract with the most qualified firm for the required services at compensation determined to be fair and reasonable.
 5. **Failure to Negotiate Contract With the Highest Ranked Firm:**
 - a. If fair and reasonable compensation, contract requirements, and contract documents cannot be agreed upon with the highest ranked firm, the Procurement Officer shall advise the firm in writing of the termination of negotiations.
 - b. Upon failure to negotiate a contract with the highest ranked firm, the Procurement Officer shall proceed in accordance with Section 63G-6a-1505 of the Procurement Code.
 6. **Notice of Award:**
 - a. The District may award a contract to the highest ranked firm with which the fee negotiation was successful.
 - b. Notice of the award shall be made available to the public.
- B. **Contract Extensions:** Subject to Section IV.A. of this Policy, contracts with consultants providing engineering and architectural services may be extended from year-to-year in the discretion of the Board.
- C. **Other Professional Services:** A contract with a consultant providing other professional or technical services, such as accounting or legal services, may be entered into as a small purchase under Part V or using the RFP procedure as provided in Section VIII. E of this Policy.

XVI.BONDS

Performance and other bonds in such amounts as shall be reasonably necessary to protect the interests of the District may be required. The nature, form and amount of such bonds are to be described in the notice inviting bids or in the request for competitive sealed proposals, regardless of the procurement type (construction, equipment, etc.).

- A. **Bid Security Requirements:**

1. **Construction:** Invitations for Bids and Requests for Proposals for construction contracts estimated to cost more than **\$50,000** generally will require the submission of a bid bond in an amount equal to at least 5% of the bid, at the time the bid is submitted, and the Procurement Officer may require a bid bond for a construction contract that is estimated to cost **\$50,000** or less.
2. **Other Procurements:** Invitations for Bids and Requests for Proposals for other procurements may require the submission of a bid security, including specifications for the form and type of bid security, when the Procurement Officer determines it to be in the best interest of the District
3. **Acceptable Bid Security Not Furnished:** If a bid security is required and acceptable bid security is not furnished, the bid shall be rejected as nonresponsive, unless the failure to comply is determined by the Procurement Officer to be nonsubstantial. Failure to submit an acceptable bid security may be deemed nonsubstantial if:
 - a. The bid security is submitted on a form other than the required bid bond form and the bid security meets all other requirements of this Policy and the contractor provides acceptable bid security by the close of business of the next succeeding business day after being notified of the defective bid security;
 - b. Only one bid is received, and there is not sufficient time to re-solicit;
 - c. The amount of the bid security submitted, though less than the amount required by the Invitation for Bids or RFP, is equal to or greater than the difference in the price stated in the next higher acceptable bid; or
 - d. The bid security becomes inadequate as a result of the correction of a mistake in the bid or bid modification which is allowed by this Policy, if the bidder increases the amount of the guarantee to required limits within 2 business days after the bid opening.
4. **Forfeiture:** If the successful bidder fails or refuses to enter into the contract or furnish the additional bonds required as provided above, the bidder's bid security may be forfeited.

B. Performance Bonds for Construction Contracts: A performance bond is required for all construction contracts estimated to cost in excess of **\$50,000**, in the amount of 100% of the contract price. The performance bond shall be delivered by the contractor to the District within fourteen days of the contractor receiving notice of the award of the construction

contract. If a contractor fails to deliver the required performance bond, the contractor's bid/offer shall be rejected, its bid security may be enforced, and award of the contract may be made to the next lowest responsive and responsible bidder or the next highest ranked offeror.

C. Surety or Performance Bonds for Non-construction Procurement Items:

1. **Permissive:** A surety or performance bond may be required on any non-construction contract as the Procurement Officer deems necessary to guarantee the satisfactory completion of a contract, provided the Invitation for Bids or Request for Proposals contains a statement that a surety or performance bond is required in an amount:
 - a. Equal to the amount of the bid or offer;
 - b. Equal to the project budget or estimated project cost, if the budget or estimated project cost is published in the solicitation documents;
 - c. Equal to the previous contract cost, if the previous contract cost is published in the solicitation documents; or
 - d. The Invitation for Bids or Request for Proposals contains a statement that a surety or performance bond, in an amount less than the amount determined under (a), is required; and
 - e. The Invitation for Bids or Request for Proposals contains a detailed description of the work to be performed or item(s) to be provided for which the surety or performance bond is required.
2. **Limitation:** Surety or Performance Bonds should not be used to unreasonably eliminate competition or be of such unreasonable value as to eliminate competition.

D. Payment Bonds: A payment bond is required for all construction contracts estimated to cost in excess of **\$50,000**, in the amount of 100% of the contract price. If a contractor fails to timely deliver the required payment bond, the contractor's bid or offer shall be rejected, its bid security may be enforced, and award of the contract shall be made to the next lowest responsive and responsible bidder or the next highest ranked offeror.

1. **Waiver:** The Procurement Officer may waive any bonding requirement if it is determined in writing by the Procurement Officer that:
 - a. Bonds cannot reasonably be obtained for the work;

- b. The cost of the bond exceeds the risk to the District; or
- c. Bonds are not necessary to protect the interests of the District.

2. **Failure to Obtain:** If the District fails to obtain a payment bond for a construction project, there may be liability to anyone furnishing labor or supplying materials for the construction project as provided in Utah Code Ann. § 14-11-19.

XVII. PROHIBITED ACTS/ETHICS

- A. **Supremacy of Law:** Nothing contained in this Policy shall be construed to authorize conduct that would constitute a crime under any applicable law or ordinance. The requirements of Part XVII shall apply *in addition* to other legal requirements including, but not limited to, Utah Code Ann. §§ 67-16-1 *et. seq.* (the Utah Public Officers and Employees Ethics Act which, among other things, prohibits the improper disclosure or use of private, controlled or protected information) and applicable sections of Chapter 8 of Title 76 of the Utah Code (dealing with offenses against the administration of government such as bribery). It is the general policy of the District that employees and members of the Board not receive compensation for assisting any person or entity in a transaction involving the District. For any departure from that general policy to be countenanced, the employee or Board Member must sign and file the sworn, written statement required by Utah Code Ann. § 67-16-6.
- B. **Conflict of Interest:** No member of the Board or employee of the District may have a direct or indirect interest in any contract entered into by the District unless such interest is disclosed to the Board before the contract is approved. A Board member or employee will be presumed to have an indirect interest in any contract in which a relative of the Board member or employee, as “relative” is defined in Utah Code Ann. § 52-3-1(1)(d) (a father, mother, husband, wife, son, daughter, sister, brother, uncle, aunt, nephew, niece, first cousin, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law), holds a direct interest in the contract. Any Board member who is interested in a proposed contract with the District shall disclose that interest to the other Board members, shall not participate in any Board discussion of the contract, and shall abstain from voting on the contract. An interested Board member may, however, be counted toward the required quorum for any Board meeting attended by the interested Board member. Any employee who has an interest in a proposed contract with the District shall so notify the Manager and the Board in writing. Such employee may not participate in any evaluation of the proposed contract or of any competing bids or proposals. Before the Board may approve any contract in which a Board member or employee has a known interest, the Board must make a finding to the effect that the proposed contract is in the best interest of the District and is significantly better than any available alternative. A violation of the requirements of this Subsection, including the required advance notification of any conflict of interest, may subject the violator to discipline, including

dismissal or termination. Approval of a contract in which a relative of a District Board member or employee holds a direct interest shall not be invalid, and the Board member or employee shall not be subject to sanctions, if the Board member or employee was not aware of the interest of the relative prior to the approval of the contract. The burden shall be on the Board member or employee to establish this lack of knowledge, should an issue be raised concerning the contract in which the relative holds a direct interest.

- C. **Nepotism Prohibited:** Nothing contained in this Policy shall be construed to authorize a violation of Utah Code Ann. § 52-3-1, which generally prohibits the employment of relatives.
- D. **Improper Influence:** No employee or official of the District shall use his/her position with the District to pressure, coerce, or otherwise improperly induce any vendor or other person to provide a special benefit to the employee or official that would not generally be available to others. By way of illustration, no employee or Board member may threaten or imply that a vendor's failure to provide a favorable price or other concession on a personal purchase will or may jeopardize the vendor's relationship with the District.
- E. **Collusion:** Any agreement or collusion among vendors or prospective vendors in restraint of competition and/or fairness shall render the bids/proposals of each such vendor void, if detected before the contract is awarded, or constitute grounds for the District to void any contract to a participant in the collusion if finally determined after the contract has been awarded, and may also result in the debarment of participating potential vendors.
- F. **Sales Taxes:** As a governmental entity, the District is not required to pay a sales tax on certain of its purchases. No employee or official shall use the District's immunity from sales tax collection to avoid the payment of sales tax on personal purchases, except as otherwise provided in Subsection H.1 below.
- G. **Gifts and Gratuities:** No employee or official shall accept any gift or gratuity from any vendor who deals, or desires to deal, with the District that would violate any provision of state law, criminal or otherwise. This restriction is not intended to prohibit small promotional gifts, such as calendars, pens, candy, note pads, etc., of a relatively nominal value that are commonly utilized for public relations or advertising purposes and which do not otherwise violate state law under Utah Code Ann. § 67-16-5. Similarly, this restriction is not intended to prohibit business lunches and dinners *provided* they are in harmony with the District's rules and regulations and do not violate applicable state law.
- H. **Personal Purchases:** No District employee or official shall purchase goods or services for personal use and ownership using the District's name, any District account, or District funds without prior approval by the Board. The District shall be reimbursed, either directly or through payroll withholding, for the costs of all such goods and services that are purchased for individual use and ownership by a District employee or Board member.

1. **No Personal Use or Ownership - Exceptions:** Notwithstanding the foregoing prohibition, with the approval of the Manager, goods and services may be purchased in the name of the District, through a District account, and/or utilizing District funds, even though those goods and services will become the personal property of employees or officials of the District, *provided* that any such good or service is to be utilized by the employee or official in performing his or her duties for the District. For example, a monetary allowance may be provided by the district for work boots for members of a District work crew.

2. **Personal Purchases - Validity:** Nothing contained in this Policy shall prohibit or prevent either employees or officials from purchasing from vendors who also provide goods or services to the District *provided* that such private purchases are clearly denoted as such and are made in the name of the employee or official. Furthermore, nothing contained in this Policy shall prohibit employees or officials from receiving discount or membership cards from District vendors *provided* that such cards and memberships are in the name of the individual employee or official, all purchases are billed to and paid for directly by the employee or official, and such cards and memberships are made available to members of the public as a whole, or to a subgroup of the public, and are not based upon the employee's or official's position with the District.

I. **Favored Vendor:** District employees and officers are prohibited from taking any act, or refusal or failure to act, with the intention of creating a favored vendor situation (as defined in Part II of this Policy). Any violation of this restriction shall be subject to discipline up to and including termination.

J. **Procurement Professional:** Should any employee of the District be classified as a "Procurement Professional" as defined in Section 63G-6a-2402 of the Act, the Procurement Professional shall be governed by Part 24 of the Procurement Code, in addition to other applicable laws. [It is anticipated that very few local districts or special service districts will retain a Procurement Professional who effectively is dedicated to procurement activities, in which event this Subsection will not apply.]

1. **Socialization With Vendors and Contractors:** A Procurement Professional shall not:

a. Participate in social activities with vendors or contractors that may interfere with the proper performance of the Procurement Professional's duties;

- b. Participate in social activities with vendors or contractors that may lead to unreasonably frequent disqualification of the Procurement Professional from the procurement process; or
 - c. Participate in social activities with vendors or contractors that would appear to a reasonable person to undermine the Procurement Professional's independence, integrity, or impartiality.
2. **Duty to Notify Supervisor:** If a Procurement Professional participates in a prohibited social activity, or has a close personal relationship with a vendor or contractor, the Procurement Professional shall promptly notify the appropriate supervisor and the supervisor shall take appropriate action, which may include removal of the Procurement Professional from the affected procurement or contract administration process.

XVIII. CONTROVERSIES AND PROTESTS

A. Procurement Code Provisions:

1. **Part 16:** Controversies and protests shall be conducted in accordance with the requirements set forth in Sections 63G-6a-1601 through -1604 of the Act. This Part XVIII provides additional requirements and procedures, and will be used in conjunction with the Procurement Code. Unless otherwise designated by the Board, the Procurement Officer shall be the "Protest Officer".
2. **Part 19:** Part 19 of the Procurement Code, Sections 63G-6a-1901 through -1911 of the Act, contain provisions regarding:
- a. Limitations on challenges of:
 - i. A procurement;
 - ii. A procurement process;
 - iii. The award of a contract relating to a procurement;
 - iv. A debarment; or
 - v. A suspension; and
 - b. The effect of a timely protest or appeal;
 - c. The costs to or against a protester;
 - d. The effect of prior determinations by employees, agents, or other persons appointed by the District;

- e. The effect of a violation found after award of a contract;
- f. The effect of a violation found prior to the award of a contract;
- g. Interest rates; and
- h. A listing of determinations that are final and conclusive unless they are arbitrary and capricious or clearly erroneous.

B. General: Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Protest Officer.

1. **Deadline.** A protest with respect to the invitation for bids or a request for proposals is to be submitted in writing prior to the opening of bids or the closing date for proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to the protest prior to the bid opening or the closing date for proposals. In any event, the protest shall be submitted in writing within 7 days after the aggrieved person knows or should have known of the facts giving rise thereto. Anyone failing to file a protest within the time prescribed may not:
 - a. Protest to the Protest Officer a solicitation or award of a contract; or
 - b. File an action or appeal challenging a solicitation or award of a contract before an appeals panel, a court, or any other forum.
2. **Protest Document.** A person filing a protest shall include in the filing document:
 - a. The person's address of record and e-mail address of record; and
 - b. A concise statement of the grounds upon which the protest is made.
3. **Resolution/Correction of Errors:** The Protest Officer or designee shall have the authority to settle and resolve a protest. Furthermore, if at any time during the protest process it is discovered that a procurement is out of compliance with any part of the Procurement Code or this Policy, including errors or discrepancies, the Protest Officer may take administrative action to correct or amend the procurement to bring it into compliance, correct errors or discrepancies, or cancel the procurement.

- C. **Verification of Legal Authority:** A person filing a protest in a representative capacity may be asked to verify that the person has legal authority to file the protest on behalf of the public or private corporation, governmental entity, sole proprietorship, partnership, or unincorporated association (the “intervenor”).
- D. **Intervention in a Protest:** After a timely protest is filed in accordance with the Utah Procurement Code, the Protest Officer shall notify awardees of the subject procurement, and may notify others, of the protest.
1. **Period of Time to File:** A motion to intervene must be filed with the Protest Officer no later than ten days from the date such notice is sent by the Protest Officer. Only those motions to intervene made within the time prescribed in this Part XVIII will be considered timely. The District and the intended beneficiaries of the procurement (the intended awardee of the procurement) are automatically considered to be parties of record and need not file a motion to intervene.
 2. **Contents of a Motion to Intervene:** A copy of any motion to intervene will be mailed or e-mailed to the party protesting the procurement.
 - a. Any motion to intervene must state, to the extent known, the position taken by the intervenor and the basis in fact and law for that position. A motion to intervene must also state the intervenor's interest in sufficient factual detail to demonstrate that:
 - i. The intervenor has a right to participate which is expressly conferred by statute or by applicable rule, order, or other action;
 - ii. The intervenor has or represents an interest which may be directly affected by the outcome of the proceeding, including an interest as a consumer; customer; competitor; security holder of a party; or the person’s participation is in the public interest.
 3. **Granting of Status:** If no written objection to a timely motion to intervene is filed with the Protest Officer within seven calendar days after the motion to intervene is received by the protesting person, the intervenor becomes a party at the end of this seven day period. If an objection is timely filed, the intervenor becomes a party only when the motion is expressly granted by the Protest Officer based on a determination that a basis for intervention exists as stated in this Part XVIII.
 4. **Late Motion:** If a Motion to Intervene is not timely filed, the Motion shall be denied by the Protest Officer.

- E. Delay in Award of Contract:** In the event of a timely protest under Subsection A. above, the District will not proceed further with the solicitation or with the award of the contract until all administrative and judicial remedies have been exhausted or until the Procurement Officer, in consultation with appropriate District personnel, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the District.
- F. Proceedings to Debar/Suspend Potential Contractors:**
1. **Debarment:** After reasonable notice to the person/entity involved and a reasonable opportunity for that person/entity to be heard, the Procurement Officer, after consulting with the District's attorney, shall have authority to debar a person/entity for cause from consideration of award of a contract for a period not exceeding three years.
 2. **Suspension:** The Procurement Officer, after consultation with the District's attorney, shall have authority to suspend a person/entity from consideration for the award of a contract if there is probable cause to believe that the person/entity has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment as set forth in Utah Code Ann. § 63G-6a-904, in which event the suspension shall, at the request of the District's attorney, remain in effect until after the trial of the suspended person.
- G. Resolution of Controversies~~Error! Bookmark not defined.~~:** The Procurement Officer is authorized to settle and resolve a controversy which arises between the District and a contractor under or by virtue of a contract. This includes, without limitation, controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.
- H. Written Decision:** The Procurement Officer shall promptly issue a written decision regarding any protest, debarment or suspension or contract controversy if it is not settled by mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to administrative or judicial review as provided in Parts 17 and 18 of the Act.
- I. Timing and Finality of Decision:**
1. **Adverse Decision Presumed After 30 Days:** As provided in Section 63G-6a-1603(9) of the Act, if a final written decision regarding a protest is not issued within 30 calendar days after the day on which a written request for a final decision is filed with the Protest Officer, or within such longer period

as may be agreed upon by the parties, the protestor, prospective vendor, or vendor may proceed as if an adverse decision had been received.

2. **Finality:** Except as otherwise specifically provided in this Part XVIII, a decision of the Procurement Officer shall be effective until stayed or reversed on appeal.
3. **Written Decision:** Once available, a copy of the decision shall be immediately mailed or otherwise furnished to the protestor, prospective contractor, or contractor and any parties that have been allowed to intervene in the proceeding. The decision shall be final and conclusive unless the protestor, prospective contractor, or contractor (a “vendor”) timely files and appeal to an appeals panel established by the Procurement Policy Board in accordance with Sections 63G-6a-1701 to -1706 of the Act within the applicable 7 day statute of limitations period specified in Section 63G-6a-1702 of the Act.

- J. Violation of Law:** If, before an award of a contract, it is finally determined administratively or upon administrative or judicial review that a solicitation or proposed award of a contract is in violation of law, the solicitation or proposed award shall be canceled or revised to comply with applicable law, unless different relief is mandated.
- K. Options After Adverse Determination:** If, after an award of a contract, it is finally determined administratively or upon administrative or judicial review that a solicitation or award of a contract is in violation of law, provided that the recipient of the award has not acted fraudulently or in bad faith, unless different relief is ordered: (a) the contract may be ratified and affirmed by the District if it is determined by the Board that doing so is in the best interest of the District; or (b) the contract may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract prior to termination, plus a reasonable profit.
- L. Fraudulent Conduct by Contractor Error! Bookmark not defined.:** If, after an award of a contract, it is determined administratively or upon administrative or judicial review that a solicitation or award of a contract is in violation of law and if the recipient of the award has acted fraudulent or in bad faith, unless different relief is ordered: (a) the contract will be declared null and void; or (b) the contract may be ratified and affirmed if such action is in the best interest of the District, as determined by the Board, without prejudice to the District's rights to any appropriate damages.
- M. Appeal to the Board:** Nothing provided in this Part XVIII shall limit the ability and authority of the Board to provide for a two-step appeal process at the District level provided that the entire proceeding is completed within the time limits stated in this Part XVIII and in Part 16 of the Procurement Code. Furthermore, the Board may designate itself as the Protest Officer at any time in the Board’s sole discretion.

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POLICY 10.1: BOARD CODE OF ETHICS

The Board believes that it is expedient and proper to adopt a Code of Ethics in order to clarify the authority exercised by the Board, or individual Board members, and general rules applicable to Board members' conduct of District business. The Board is committed to excellence in leadership that results in the highest quality of service to its residents and taxpayers. This Code of Ethics is subject to annual review and re-adoption. A copy will be furnished to each Board Member. Amendments (if desired) and re-adoption will occur as needed.

1. We, as a Board, shall maintain an environment emphasizing the dignity of each individual Board member, the importance of respect for the style, values and opinions of one another, and encouraging responsiveness and attentive listening in our communications.
2. We, as a Board, recognize that our primary responsibility is the formulation and evaluation of policy; the employment of a Fire Chief to be in charge of the District business under the direction of the Board; and to discharge other duties as directed by Board policy. Matters concerning the operational aspects of the Fire District shall be the responsibility of the professional staff members of the District.
3. We, as a Board, commit ourselves to the highest standards of ethical conduct and behavior. We shall hold no secret meetings, have no hidden agendas, nor engage in gossip. We shall conduct the business affairs of the District before the general public in accordance with Utah law.
4. We, as a Board, commit ourselves to focusing on issues rather than on personalities. We wish to encourage the presentation of others' opinions. We will avoid cliques and voting blocks, and we will base our votes on the issues presented, rather than on any personality involved.
5. We, as a Board, shall be committed to supporting Board action. The Board agrees that, while an individual Board member may disagree with a policy or action adopted by a majority vote of the Board, he or she should support the policy or action, once adopted, as being the considered judgment of the Board. An individual Board member shall have the right and duty to present evidence and argument to the Board on a Board issue, and the Board shall have the duty to consider or reconsider the issue upon proper evidence. We acknowledge the right of individuals to disagree with ideas, without being disagreeable.
6. We, as a Board, shall practice the following procedures in:
 - a. **SEEKING CLARIFICATION ON INFORMATIONAL ITEMS**

- (1) Board members may approach the Chairman to obtain additional information needed to supplement, upgrade or enhance their knowledge to improve decision-making.

b. HANDLING COMPLAINTS

- (1) Complaints made to individual members of the Board regarding all personnel, except the Fire Chief, should be referred directly to the Fire Chief.
- (2) Complaints made to individual members of the Board regarding the Fire Chief, should be directly referred to the Chairman.

c. PRESENTING ITEMS FOR DISCUSSION AT BOARD MEETINGS

- (1) Agenda items:
 - (a) Board members wishing to have items placed on Board meeting or other Board function agendas should:
 - (i) Present such items to the Chairman of the Board at least one week prior to the meeting; or
 - (ii) Raise the issue at a Board meeting during the appropriate time scheduled for introductory topics to be discussed at subsequent meetings. It is the Board's intent to plan ahead for all agenda items.

d. HANDLING POLICY QUESTIONS DIRECTED TO INDIVIDUAL BOARD MEMBERS

- (1) Questions of District policy directed to an individual Board member by either a member of the general public or a District employee or volunteer shall be referred to the Chairman.
- (2) Upon request, the Fire Chief shall provide the Board a memorandum on the policy question and response.

7. We, as a Board, shall recognize the work of the District as a team effort. All Board members shall work together in a collaborative process, assisting each other and the Chairman in conducting the affairs of the District.

8. We, as a Board, when responding to citizen requests or concerns, shall be courteous, respond to individuals in a positive manner and, when appropriate, route such concerns and interests through District staff.
9. We, as a Board, are encouraged to work with the Fire Chief at our mutual convenience, to discuss current issues, policies, concerns, and District projects.
10. As individual Board members, we shall each operate as a part of the whole. Issues will be brought to the attention of the Board as a unit, rather than to individual members selectively. Members of the Board recognize that, except when acting on behalf of the Board with the express permission of the Board on a specific area granted in an open meeting, the authority of each individual Board member is equal only to the rights and authority of a private citizen or taxpayer.
11. We, as a Board, shall develop short-range and long-range planning goals for the future needs of the District.
12. We, as a Board, assume responsibility for monitoring the District's progress in attaining established short- and long-range planning goals and objectives.
13. We, as a Board, agree that an individual Board member shall not discuss disputed Board actions or policies with patrons or others, except for the District Attorney, and then with the utmost discretion and in a manner which will foster confidence in the operation of the District.
14. We, as a Board, will prepare for each Board meeting by reviewing provided agendas in Board packets and inquiring of staff when presented issues are unclear or require additional information.
15. We, as a Board, will prepare to serve terms as Board members by reviewing the District Policy & Procedure Manual, reviewing the A Utah Public Officers and Employees Ethics Act, and other materials regarding our positions as Board members. In doing so, we enable ourselves to engage in a program of development towards improving our policies and decision-making capabilities.

POLICY 10.2: CONFLICT OF INTEREST

North Davis Fire District officers individually commit themselves in their official capacity to ethical, businesslike, and lawful conduct, including appropriate use of their authority and decorum at all times. Officers must avoid even the appearance of impropriety to ensure and maintain public confidence in the district. Officers owe a fiduciary duty to the district and must not act in a manner that is contrary to that duty or to the interests of the district. Officers must place the interests of the district over their own personal interests with respect to the governance policy, strategic direction and operations of the district.

It is the intent of the Board of Trustees to meet and exceed those protections against conflicts of interests contained in State law. Under this policy, a conflict of interest arises when an officer of the district's interests and objectives to such an extent that the officer is or may not be able to exercise independent and objective judgement within the context of the best interest of the district. For this policy, an officer's "personal interests" includes those of his or her relatives, business associates or other persons or organizations with whom the person is closely associated.

1. The following provisions shall serve as a guide to officers with respect to the affairs of the North Davis Fire District.
 - a. North Davis Fire District officers shall not receive, accept, take or solicit, directly or indirectly, anything of economic value as a gift, gratuity, or favor from a person or entity if it could be reasonably expected that the gift, gratuity, or favor would influence the vote, action, or judgment, or be considered as part of a reward for action or inaction. Officers are required to submit a report to the Board of Trustees and the North Davis Fire District's Internal Auditor of the actual or estimated value of any gifts or casual entertainment received as an officer that exceeds \$50.00.
 - b. The complete confidentiality of proprietary business information must be respected at all times. Officers are prohibited from knowingly disclosing such information, or in any way using such information for personal gain or advancement, or to the detriment of the District or to individually conduct negotiations or make contacts or inquiries on behalf of the North Davis Fire District unless officially designated by the Board of Trustees.
 - c. Officers are prohibited from acquiring or having a financial interest in any property that the District acquires, or a direct or indirect financial interest in a supplier, contractor, consultant, or other entity with which the North Davis Fire District does business. This does not prohibit the ownership of securities in any publicly owned company except where such ownership places the officer in a position to materially influence or affect the business relationship between the District and such publicly owned company. Any other interest in or relationship with an outside organization or individual having business dealings with the District is prohibited if this interest or

relationship might tend to impair the ability of the officer(s) to be independent and objective in his or her service to the District.

- d. If members of the immediate family of an officer have a financial interest as specified above, such interest shall be fully disclosed to the Board of Trustees which shall decide if such interest should prevent the District from entering into a particular transaction, purchase, or engagement of services. The term “immediate family” means officer’s spouse, parent, dependent children, and other dependent relatives.
- e. When a conflict of interest exists, the officer shall publicly declare the nature of the conflict and may recuse him or herself on any official action involving the conflict.
- f. Officers may not realize, seek, or acquire a personal interest in a business that does business with the District.
- g. Officers shall complete a Conflict of Interest Disclosure Form at the beginning of their term and any time that a Conflict of Interest occurs. This Form shall be signed and notarized. Completed Forms shall be submitted to the District Clerk and made available to the public upon request.
- h. The District Clerk shall provide copies of all completed Forms to the Board of Trustee Chair at the end of February each year.
- i. The Board of Trustee Chair shall review all completed forms and consider the disclosures. The Board of Trustee Chair should make changes to assignments, duties, or contracts deemed appropriate to eliminate or mitigate conflicts of interest within the District.

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**CHAPTER 11:1 TRAVEL POLICY
BOARD MEMBERS & EMPLOYEES**

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POLICY 11.1 TRAVEL POLICY – BOARD MEMBERS & EMPLOYEES

1. General Policy - All travel expenses incurred by a member of the Board of Trustees while conducting North Davis Fire District business outside a 50-mile radius of the administrative office shall be paid by North Davis Fire District.
2. Pre-Approval - Approval from Chairman and Fire Chief is required prior to incurring travel-related expenses.
3. Documentation - After travel expenses have been incurred, the board member must submit a Travel Reimbursement Form which details the reason for the trip and the specific travel expenses. Travel Reimbursement Forms must be signed by the board member and approved by Chairman and Fire Chief.
4. Travel-related expenses include:
 - a. Costs to travel to and from the business destination.
 - b. Transportation costs while at the business destination.
 - c. Lodging, meals, and incidental expenses.
5. Transportation
 - a. Personal Vehicle Use - A board member who uses his or her personal vehicle for North Davis Fire District business will be reimbursed for mileage in accordance with the IRS or State of Utah.
 - b. Alternative Travel Arrangements – Board members may structure alternative travel and lodging to reduce costs or to accommodate personal preferences if the alternatives provide a documented cost savings to the District or the board member pays the increased costs. If a board member chooses to drive rather than fly for out-of-state travel, North Davis Fire District will reimburse the board member based on the least expensive method of travel, rather than actual mileage.
 - c. Rental Cars – Board members may obtain a rental car with prior approval or in cases of documented need. Groups of board members at the same location shall share rental vehicles where practical. When a rental car is used, rental agency liability and collision/loss damage coverage is required, at the District expense.
6. Travel Related Meals
 - a. Meal Per Diems – Board members shall be paid for meals (including tax, tips, and other meal related expenses) accordance with the IRS or State of Utah per diem rate (Utah Administrative Code R25-7), including all rules contained therein. Per diem may be paid to employees prior to leaving for the travel destination.
 - b. Direct charge on board member personal credit card – Board members may use personal credit cards to pay for approved travel related meals. Board members must retain all receipts related to such purchases and submit them with the Travel Reimbursement Form. In the event that the daily total expense for meals is greater

than the allowable per diem amount, the board member will only be reimbursed up to the allowable per diem amount.

7. Incidental Expenses - Incidental expenses are not considered part of a meal per diem reimbursement and, therefore, substantiation is required. Incidental expenses include ground transportation, parking, and related tips; fax, telephone, internet, or copy charges; and other business-related expenses. Other tips are not reimbursable.
8. Lodging - Travel that requires an overnight stay must pre-approved by the Chairman and Fire Chief of the North Davis Fire District. Lodging will be paid for in accordance with the IRS. Detailed receipts are required to be submitted to District in order to claim refunds for taxes paid.
9. Personal Expenses - Personal expenses, including entertainment or alcohol, are the responsibility of the board member and will not be reimbursed by North Davis Fire District
10. Board member expenses paid by other entities – North Davis Fire District Board Members that provide services to other entities either formally or informally may represent the interest of those entities as well as the District while traveling on official North Davis Fire District business. Where possible, the shared benefit of the board member activities while traveling should be determined and costs of that travel proportionally split between the benefiting entities.

If any board member travel-related expenses are paid directly by another entity, those payments must be documented and disclosed to North Davis Fire District. Any travel-related expenses that are paid by another entity must not be submitted to North Davis Fire District for reimbursement to the employee. In such circumstances the District will reimburse the board member for travel related costs and then bill the other entity the proportional share of those travel-related costs, or the other entity will bill the District for its proportional share of the travel-related costs paid by the other entity.

11. In the event that a board member receives a per diem allowance prior to traveling and is not able to travel, the board member will return those funds to North Davis Fire District. If upon review of travel expenses inappropriate or fraudulent expenses have been incurred the board member may be subject to disciplinary action including; recovery of funds, inability to travel, suspension or termination.

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POLICY 12.1: FINANCIAL DETRIMENT

Establish a uniform control design for all departments of the North Davis Fire District that receive cash and other forms of payments. The external auditors and approved Board of Trustees who ultimately is responsible for the overall design and implementation of organizational controls. Over time it is expected this policy will be adjusted for changes in systems and organizational structure at which time the Finance Director will propose changes to the Board of Trustees for review and approval.

A. OBJECTIVES

1. To preserve capital through prudent banking and cash management activities.
2. To achieve the most productive use of cash, minimize operating cost and to control Receipts and disbursements.
3. To maintain competitive and good working relations with financial institutions.
4. To ensure and maintain good working relations with vendors by paying District bills in a timely manner.
5. To ensure that all-financial system, functions and controls meet generally accepted accounting principles (GAAP), with the exception of using a cash basis of accounting.

B. BANKING SERVICES

1. Banking services shall be solicited at least every five years on a competitive bid basis; banks submitting proposals must meet the following minimum criteria:
2. Must meet Utah requirements for Local Districts.
3. Must be insured by the Federal Deposit Insurance Corporation.
4. Must be able to facilitate transfers to and from the Local Government Investment Pool managed by the Utah State Treasurer.
5. Must provide annual audited financial statements.
6. All District bank accounts must be authorized and approved by the Fire Chief, District and the Board.

C. CREDIT CARD POLICY

Each applicant acknowledges that they have read and understand the Policy and Procedures, in their entirety. The procedures provide information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

1. To obtain a card:
Any person issued a district credit card will complete a North Davis Fire District Credit Card Acceptance Agreement. All credit card requests will be processed through the Executive Assistant, approved by the Fire Chief and District Treasurer. The cardholder's signature of the Acceptance Agreement indicates that the cardholder understands the intent of the program and agrees to adhere to the guidelines established for Credit Card Policy and Procedures.

Upon receipt of an approved credit card, it is the responsibility of the cardholder to sign the back of the issued card. Applicants are responsible for the security of the card issued and the transactions made with the card. The credit card is issued in the name of the applicant and it will be assumed that any purchases made with the card will have been made by the applicant. The cardholder is the only person entitled to use the card issued. Failure to comply with the guidelines established for the program may result in severe consequences, up to and including termination of employment.

2. Card Holder Responsibilities: It is the responsibility of the cardholder to:
 - a. Read and understand the North Davis Fire District's Credit Card Policies and Procedures
 - b. Sign the Credit Card Acceptance Agreement
 - c. Make only authorized purchases as prescribed by the Purchasing Policy and approved departmental budget
 - d. Retain receipts for all transactions. In the absence of a receipt, a Missing Receipt Form must be completed and signed by the cardholder, and District Fire Chief and Treasurer
 - e. Reconcile the credit card statement upon its arrival. All reconciliations, statements, and receipts for each transaction, are due to the Finance Director of the North Davis Fire District by the 10th day of the following month
 - f. Keep the credit card and the corresponding account information secure. Immediately report any lost or stolen credit card and/or account information to the Finance Director
 - g. Report fraudulent charges or any discrepancies in the credit card statement in a timely manner to the Finance Director
 - h. Failure to follow the policy may result in loss of card privileges, repayment of funds, suspension or termination.

3. Accountant/Finance Director/Treasurers Office Responsibilities:
 - a. Request and oversee the issuance of the new cards, through the Finance Director and Treasurer. The credit limit will be determined at the discretion of the Finance Director
 - b. Inform the district Treasurer and Fire Chief when limit changes or cancellations are needed due to personnel changes
 - c. Payment on the Credit Cards is to be done immediately upon receipt
 - d. Credit Card reconciliations are to be completed within 15 days of payment due date.
 - e. Review the cardholder's reconciliation and transactions for completeness, accuracy, and compliance with the North Davis Fire District policies and procedures
 - f. Address the cardholder about questionable transactions for clarification purposes
 - g. Report any misuses of credit cards immediately to the Finance Director and Fire Chief
 - h. Sign the form for each cardholder after review

- i. Insure that the Finance Director Office receives copies of receipts
4. Approved Credit Card Purchases:
 - a. Business related uses, subscriptions, seminars, dues, books
 - b. Office supplies, furniture
 - c. Small tools (purchases/rentals), electrical, safety and building maintenance supplies
 - d. Vehicle maintenance supplies
 - e. Certain allowable travel expenditures:
 - i. Conference registrations or seminar rooms
 - ii. Entity sponsored group gatherings
 - iii. Hotel rooms
5. Prohibited Credit Card Purchases: The following purchases are strictly prohibited from being purchased using a North Davis Fire District credit card:
 - a. Any merchant, product, or service normally considered to be inappropriate use of Entity funds
 - b. Purchase of items for personal use or consumption
 - c. Purchasing in violation of the Purchasing Policy
 - d. Capital equipment purchases/repair
 - e. Gift cards/certificates
 - f. Alcohol
 - g. Fuel for fleet vehicles unless traveling outside of Utah. The North Davis Fire District gas card should be used for fuel purchases. In the event that the North Davis Fire District gas card system has been compromised or out of service, the District Treasurer and Board Chairman will be notified. Then the North Davis Fire District credit card will be deemed as an acceptable form of payment.
 - h. Splitting a purchase to remain under purchasing policy limits
 - i. Consultants:
 - i. Architects
 - ii. Engineers
 - iii. Attorneys and Attorney's fees
 - iv. Medical, including hospital/doctor visits
6. Built-In Restrictions:

Each card is assigned on a Monthly and Single-Purchase credit limits. If you find over time that these limits are too low to accommodate your monthly requirements, please contact the Finance Director to review the limit given. North Davis Fire District has the ability to block, if necessary, certain supplier's Merchant Category Codes. If the North Davis Fire District chooses to block a Merchant, the card will be declined. Please refer to the Finance Director regarding issues with a possible blocked card.
7. Reconciliation and Payment:

The North Davis Fire District Credit Card carries the district, not individual, liability; Credit Card Invoices will be paid by the Finance Director as outlined in Section 3. The cardholder will not be required to pay the Monthly Statement or charges included in the statement using personal funds, unless a personal charge had been made using the credit card. The program does not impact the cardholder's personal credit rating in anyway.

The cardholder is required to obtain and retain all receipts for goods and services purchased when using the credit card. If purchases are made via phone, mail, email, or other electronic means, ask the supplier to include an itemized receipt with the goods. This itemized receipt is the only originally documentation specifying whether or not sales tax has been paid against the purchase.

Each cardholder will receive a statement identifying all transactions made against the card during the previous billing cycle. The statement must be reconciled against the receipts for accuracy. The reconciled statement is to be sent to the Finance Director for review, and approval. The cardholder's activity may be audited at any time.

8. Disputed Transaction:

Disputes on credit cards must be identified in writing to the issuing credit card company within 60 days of the monthly statement date. If a dispute is not identified in writing within 60 days of the Monthly Statement date the issue must then be resolved between the North Davis Fire District and the supplier.

The cardholder is responsible to identify possible disputed or fraudulent transactions on the monthly statement provided to them for reconciliation. If an audit is conducted on the cardholder's account, the cardholder must be able to produce receipts and/or proof that the transaction occurred. If an error is discovered, the cardholder is responsible for showing that the error or dispute resolution process was completed.

It is the cardholder's responsibility to immediately notify the Finance Director if there is a possible dispute on an issued credit card.

9. Employee Termination:

Upon notice of a cardholder terminating their current employment, the Finance Director, Fire Chief or immediate supervisors is responsible to take possession of the card and any outstanding original receipts. The Finance Director should be notified immediately of a cardholder termination/separation so they can notify the card issuer and close the account.

D. INTERNAL CONTROLS

Duties will be assigned to individuals in such a manner that no one individual can control all phases of collecting cash, recording cash and processing transactions in a way that permits errors or omissions to go undetected

E. BILLING

The District will invoice all customers for amounts due on a current basis; an accounts Receivable age schedule will be prepared and monitored to insure amounts due the District; invoices are due within 30 days of billing date; interest of one- and one-half percent per month will be charged on all balances due over 30 days.

F. ACCOUNTS RECEIVABLE, CASH RECEIPTING, DEPOSIT POLICY

All funds received are entered into the accounting system at the time of the transaction or if the transaction occurs at a location without access to the accounting system the funds will be logged into a pre-numbered receipt book with enough detail to determine where/who the funds came from, the purpose for receiving funds, the method of payment; cash, check, credit card, etc. Manual receipts should have three copies; Customer copy, a Treasurer copy and a location copy.

1. At the end of the day the person responsible for receiving cash will close out their cash drawer, reconcile the system generated report to the cash in the drawer, place cash, checks and credit card receipts received along with the report in a deposit bag and either deliver it to the Finance Director or place it in a secure (locked) place for deposit on the next business day.
2. Voice/adjusted transactions. If a transaction needs to be voided or adjusted it should be done by someone who does not receive cash. If the office doesn't have enough employees to have adjustments made by a supervisor that doesn't receive cash, two employees will sign off the adjustment or voided transaction with an explanation for the needed adjustment. If the location using manual receipt book all copies of the receipt should be present for any voided adjustment/voided transaction to facilitate monitoring of this process.
3. The Finance Director will enter deposit detail into the accounting system and assign take deposits to the bank. The person receiving and processing payments will be different than the person taking deposits to the bank.
4. Every effort should be made to ensure that large quantities of cash are not on hand at any location overnight. When possible, large deposits should be made the same day that they were received.
5. A deposit slip must accompany all deposits to mitigate the chance for mistakes.
6. A copy of the deposit slip, receipts and other supporting documentation should be kept to facilitate monitoring of this process.
7. Any discrepancy should be reported to the Finance Director,, Treasurer, and Fire Chief immediately.

G. ACCOUNTS PAYABLE

1. The District will maintain a system to age accounts payable; invoices will be analyzed and paid to take advantage of any discounts available.
2. The District will pay its obligations as needed.
3. All obligations paid by the District will be reviewed to insure proper documentation is

attached and that all District requirements are met.

H. CASH FORECASTING

Each fiscal year, the Fire Chief will prepare an annual All Fund cash flow budget for the District for approval by the Board; each month the cash flow statement will be adjusted to reflect current month's actual cash flows and revise the remaining estimated cash flow schedule.

I. DEBT

1. If feasible, the District may enter into long-term lease obligations or issue bonds to finance capital acquisitions upon approval of the Board.
2. Before issuing any debt, the District will consult with appropriate internal and/or external financial advisors.
3. All leases, as reported in the District's annual financial report, will be limited as follows:
 - (a) Annual leases will be limited to the economic life of the equipment.
 - (b) Lease purchases of equipment and facilities will be limited to fit within the District's stated mission, goal or government role.

J. AUTHORIZED PERSONNEL/SECURITY

1. Both the Fire Chief and the Board Treasurer are authorized to open demand deposit accounts as may be required by the District.
2. All duly elected or appointed individual members of the District's Board are authorized, as District signatory, to place manual signatures on checks for accounts payable. Where a second member of the Board is not able or is unavailable to sign, the Fire Chief is authorized as the second District signature and may place the second manual signature on checks for accounts payable.
3. Checking accounts require two manual signatures:
 - (a) Electronic checkbook data is to be backed up no less than once per week and shall remain in the possession of the District Secretary during non-business hours.
 - (b) The Fire Chief is responsible for maintaining a current signature card with the appropriate financial institution(s).

POLICY 12.2: INVESTMENTS

A. OBJECTIVES

Investment objectives are safety (preservation of capital), liquidity (availability of funds), and rate of return (yield), in that order. The Board has determined to restrict District investments to those, which have extremely high safety and liquidity, as provided in these guidelines.

B. DELEGATION OF AUTHORITY

The Fire Chief is designated as the Investment Officer of the District. The Board Treasurer and Certified Public Accountant shall closely monitor the Fire Chief's investments for and on behalf of the District.

C. INVESTMENT STANDARD PRUDENCE

Investments shall be made under the prudent investor's rule, which states:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

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POLICY 13.1: RECORDS ACCESS AND MANAGEMENT PROCEDURES

A. GENERAL PURPOSE

The North Davis Fire District (hereinafter sometimes referred to as the “District”) adopts this policy 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 District.

B. DISTRICT POLICY

In adopting this policy, the District recognizes the enactment of Government Records Access and Management Act by the Utah State Legislature (Sections 63A-12et seq., Utah Code Annotated, 1953) and the application of that Act to the District records. The purpose of these policies is to conform to Section 63G-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 law, where allowed, to meet the public needs, operation, management capabilities and resources of the District.

POLICY 13.2: COMPLIANCE WITH STATE LAW

A. ADOPTION OF STATE LAW

In adopting this policy, the District recognizes the following sections of the Government Records Access and Management Act apply to the District and adopts by reference such provisions as part of this policy. Any inconsistency or conflict between this policy and the following referenced statutes shall be governed by the statute 63G General Government² Government Records Access and Management Act

Part 1: General Provisions

Part 2: Access to Records

Part 3: Classification

Part 4: Appeals

Part 5: State Records Committee

Part 6 Collection of Information and Accuracy of Records

Part 7 Applicability to Political Subdivisions: The Judiciary and the Legislature

Part 8 Remedies

Part 9 Archives and Records Service

POLICY 13.3: DEFINITIONS

A. DEFINITIONS

As used in this ordinance, the following definitions shall be applicable.

1. “Act” shall refer to the Government Records Access and Management Act, § et seq., Utah Code Annotated, 1953, as amended.
2. “District” shall refer to the North Davis Fire District.
3. “Computer software program” means 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 computer system, and any associated documentation, manuals, or other source material explaining how to operate the software program. “Software” does not include the original data or record, which is manipulated by the software.
4. “Controlled” records shall be those defined as controlled under the provisions of the Act.
5. “Data” shall refer to individual entries (for example, birth date, address, etc.) in records.
6. “Dispose” means 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.
7. “Non-public” records shall refer to those records defined as private, controlled, or protected under the provisions of the Act.
8. “Private” records shall refer to those records classified as private under the provisions of the Act.
9. “Protected” records shall refer to those records classified as protected under the provisions of the Act.
10. “Public” records shall refer to those records, which have not been classified as non-public in accordance with the provisions of the Act.
11. “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 District where all the information in the original is reproducible by some mechanical, electronic, photographic or other means.
12. “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 he is working;
- (b) Materials that are legally owned by an individual in his 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 District or by an officer or employee of the District;
- (e) Personal notes or daily calendars prepared by any District 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 District for its own use.

POLICY 13.4: PUBLIC RIGHT TO RECORDS

A. ACCESS TO RECORDS

Members of the public shall have the right to see, review, examine and take copies, in any format maintained by the District, of all District governmental records defined as “public” under the provisions of this Title, upon the payment of the lawful fee and pursuant to the provisions of this Title and the Act.

B. NO CREATION OF RECORDS

The District 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.

C. TEMPORARY LOCATION OF RECORD

When a record is temporarily held by a custodial District 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 Title. The record shall be considered a record of the District and any requests for access to such records shall be directed to the District, rather than the custodial agency, pursuant to these procedures.

D. DISTRICT TO RETAIN CUSTODY

Original documents shall not leave the custody of the District. 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 to the individual’s inspection and prior to his/her departure from the District offices.

POLICY13.5: PUBLIC. PRIVATE. CONTROLLED AND PROTECTED RECORDS

A. PUBLIC “RECORDS” DEFINED

Public records shall be all those District records that are not private, controlled, or protected and that are not exempt from disclosure as provided in subsection 63G-2-201(3)(b) of the Act. Public records shall be made available to any person. All District records are considered public unless they are (1) expressly designated, classified, or defined otherwise by the District in accordance with policies and procedures established by this Policy, (2) are so designated, classified or defined by the Act, or (3) are made non-public by other applicable law.

B. PRIVATE “RECORDS” DEFINED

Private records shall be those District records classified as “private”, as defined in the Act (U.C.A., 1953, as amended) and as designated, classified, or defined in procedures established pursuant to this Title. 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 his legal representative, or any person possessed of and serving a legislative subpoena or a court order issued by a court of competent jurisdiction.

C. CONTROLLED “RECORDS” DEFINED

Controlled records shall be those District records classified as “controlled”, as defined in the Act, (U.C.A., 1953, as amended) and as designated, classified, or defined in procedures established in this Title. 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.

D. PROTECTED “RECORDS” DEFINED

Protected records shall be those District records classified as “protected” as defined in the Act, (U.C.A., 1953, as amended) and as designated, classified or defined in procedures established in this Title. 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.

POLICY 13.6: PRIVACY RIGHTS

A. RIGHT OF PRIVACY

The District recognizes and upholds the personal right of privacy retained by persons who may be the subject of governmental records.

B. NOTIFICATION TO SUBJECT

The District may, as determined appropriate by the District Records Officer , notify the subject of a record that a request for access to the subject's record has been made.

C. WRITTEN RELEASE

The District 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.

POLICY 13.7: DESIGNATION, CLASSIFICATION AND RETENTION

A. CLASSIFICATION

All District records and records series, of any format, shall be designated, classified and scheduled for retention according to the provisions of the Act and this Title. 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 by the Records Officer under the supervision of the District Fire Chief.

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POLICY 13.8: PROCEDURES FOR RECORDS REQUEST

A. WRITTEN REQUEST

Under circumstances in which the District is not able to respond immediately to a records request, the requester shall fill out and present the District a written request on forms provided by the District. The date and time of the request shall be noted on the written request form and all time frames provided under this Title 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.

B. RESPONSE TO REQUEST

The District 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.

C. TIME FOR RESPONSE

1. In most circumstances and excepting those eventualities set out below, the District shall respond to a written request for a public record within ten business days after that request.
2. Extraordinary circumstances shall justify the District's failure to respond to a written request for a public record within ten business days and shall extend the time for response thereto to that time reasonably necessary to respond to the request, as determined by the District Records Officer. Extraordinary circumstances shall include, but not be limited to, the following:
 - a. Some other governmental entity is currently and actively using the record requested;
 - b. The record requested is for either a voluminous quantity of records or requires the District to review a large number of records or perform extensive research to locate the materials requested;
 - c. The District is currently processing either a large number of records requests or is subject to extraordinary work loads in the processing of other work;
 - d. The request involves an analysis of legal issues to determine the proper response to the request;
 - e. The request involves extensive editing to separate public data in a record from that which is not public; or

- f. Providing the information request requires computer programming or other format manipulation.
3. When a record request cannot be responded to within ten (10) days, the District Records Officer shall give the requester an estimate of the time required to respond to the request.

D. FAILURE TO RESPOND

The failure or inability of the District to respond to a request for a record within the time frames set out herein, or the District's denial of such a request, shall give the requester the right to appeal as provided in Section 10 of this Title.

POLICY 13.9: FEES

A. FEES

Applicable fees for the processing of information requests under this Title shall generally be set at actual cost or as otherwise established by policies adopted under this Title. The District will charge the following fees for requests relating to the Act:

1. Reviewing a record to determine whether it is subject to disclosure No charge
2. Inspection of record by requesting person No charge
3. Copy Fees 20 cents per page (for District prepared copies)
4. Computer Disk Actual cost (including overhead and time of District staff in preparation of information request)
5. Other Forms Actual cost
6. Miscellaneous Fees Actual cost

MORE SPECIFIC LANGUAGE – REFERENCE STATE STATUTE

POLICY 13.10: APPEAL PROCESS

A. NOTICE OF APPEAL

Any person aggrieved by the District's denial or claim of extraordinary circumstances may appeal the determination within thirty (30) days after notice of the District's action to the District Fire Chief 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.

B. CONFIDENTIALITY

If the appeal involves a record that is subject to business confidentiality or affects the privacy rights of an individual, the District Records Officer shall send a notice of the requester's appeal to the affected person.

C. ACTION BY DISTRICT FIRE CHIEF

The District Fire Chief shall make a determination on the appeal within thirty (30) days after receipt of the appeal. During this 30 day period the District Fire Chief may schedule an informal hearing or request any additional information deemed necessary to make a determination. The District Records Officer shall send written notice to all participants providing the reasons for the District Fire Chief's determination.

D. DENIAL OF APPEAL

In addition, if the District Fire Chief 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 District's Board within thirty days at the next scheduled meeting.

E. NOTICE OF APPEAL TO BOARD

The person may file a written notice of appeal to the Board to be heard at the next scheduled meeting of the Board. If there is no meeting scheduled in the next thirty days the Board shall schedule a special meeting for the purpose of hearing the appeal. The final decision of the Board shall be by majority vote of a quorum of the Board. The Board shall prepare a written decision outlining their final determination and reasons for the final determination.

F. APPEAL TO DISTRICT COURT

If the Board affirms the denial, in whole or in part, the person may petition for judicial review in District Court as provided in §63-2-404, U.C.A., 1953.

POLICY 13.11: REASONABLE ACCOMMODATION

A. ACCOMMODATION FOR DISABLED PERSONS

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.

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POLICY 13.12: RECORDS AMENDMENTS

A. AMENDMENTS

Government records held by the District may be amended or corrected as needed. Requests for amendments, corrections, or other changes shall be made in writing to the District 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.

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POLICY 13.13: PENALTIES

A. PENALTIES

District employees who knowingly refuse to permit access to records in accordance with the Act and this Policy, 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 Title or other law or regulation may be subject to criminal prosecution in accordance with the Act and disciplinary action, including termination of employment.

B. NO LIABILITY FOR DAMAGES

In accordance with the Act, neither the District 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.

POLICY 13.14: RECORDS OFFICER

A. DESIGNATION

The District Secretary is appointed as District Records Officer and shall oversee and coordinate records access, management and archives activities and shall make annual reports of records services activities to the Board under the direction of the District Fire Chief.

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POLICY 13.15: RECORDS MAINTENANCE

A. RECORDS MAINTENANCE PROCEDURES

Records maintenance procedures shall be developed to ensure that due care is taken to maintain and preserve District records safely and accurately over the long term. The District Records Officer shall be responsible for monitoring the application and use of technical processes in the creation, duplication, and disposal of District records. They shall monitor compliance with required standards of quality, permanence, and admissibility pertaining to the creation, use, and maintenance of records.

B. RECORDS REMAIN DISTRICT PROPERTY

All District records shall remain the property of the District unless federal or state legal authority provides otherwise. Property rights to District records may not be permanently transferred from the District to any private individual or entity, including those legally disposable obsolete District records. This prohibition does not include the providing of copies of District records otherwise produced for release or distribution under this chapter.

C. CUSTODY

Custodians of any District 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 District Fire Chief.